

ADDENDUM TO AGREEMENT

The Contractor shall comply with the terms and conditions set forth herein. Any violation of the terms and conditions set forth herein shall subject the Contractor, at the Village's discretion, to possible contract termination or suspension of payments in accordance with the Agreement.

A. Conflicts of Interest and Standards of Conduct.

The Contractor shall adhere to the "Conflicts of Interest and Standards of Conduct" set forth below or to such equivalent policies of the Contractor as has been reviewed and approved by the Village in accordance with the Agreement.

Conflicts of Interest and Standards of Conduct

1. Compensation: Members of the Board of Directors shall serve without salary, but the Board of Directors may authorize payment of the reasonable expenses incurred by such members in the performance of their duties.
2. Impartiality: Every director and employee shall perform his or her duties with impartiality and without prejudice or bias in furtherance of the goals, objectives and contractual obligations of the Contractor. No director or employee shall, in the performance of his or her duties on behalf of the Contractor, grant or make available to any person or entity, including other directors or employees of the Contractor, any consideration, treatment or service beyond that which is available to every other similarly situated person or entity served by the Contractor.
3. Conflict of Interest: No director or employee shall engage in any business transaction or shall have any financial or other personal interest, direct or indirect, which is incompatible with the proper discharge of the Director's official duties in the interest of the Contractor or which may tend to impair his/her independence of judgment or action in the performance of his/her official duties.
4. Interest in contracts: No director or employee shall have any financial or personal interest, directly or indirectly, in any contract, work or business with the Contractor except that a director may provide materials, merchandise, property, services or labor under the following circumstances:
 - a. The contract is with a person, firm, partnership, association, or corporation in which the director has less than a 7.5% share in the ownership, and the aggregate of any contracts awarded to the director or the director's firm, association, partnership or corporation under this subsection (b) during the same fiscal year does not exceed \$25,000; or

- b. The contract does not exceed \$2,000, and the aggregate of any contracts awarded to the director or the director's firm, association, partnership or corporation under this subsection (a) during the same fiscal year does not exceed \$4,000; or
- c. The contract is with a person, firm, partnership, association or corporation in which the director has less than a 1% share in ownership; or
- d. The Contractor is not a party to the contract, and the contract is with a person or entity served by the Contractor as a part of its corporate purpose.

Any contract awarded under this Section 4 must comply with the Contractor's policies concerning competitive bidding and outreach to women and minority business enterprises.¹

- 5. In the event that the Board of Directors considers taking any action, including but not limited to entering into a contract in which any director has any financial or personal interest, direct or indirect, which may reasonably tend to impair the director's independence of judgment or action in the best interests of the Contractor, the director shall:
 - a. Before consideration of the proposed action, publicly disclose any such interest to the Board of Directors; and
 - b. Refrain from evaluating, recommending, approving, deliberating or otherwise participating in negotiation, approval or both of the contract or work; and
 - c. Abstain from voting on the proposed action; and
 - d. The contract must be approved by a majority of the Board of Directors.

For purposes of this Section, personal interest shall include the financial interest of the spouse and minor children of the director, but shall not include any interest that a director may have in a proposed general policy of the Contractor solely by virtue of his business or profession.²

- 6. Disclosure and/or Use of Confidential Information: No director or employee shall, without proper legal authorization, disclose confidential information concerning the property, government or affairs of the Contractor or use such information to advance the financial or other private interest of the director, or employee or others.

¹ The exceptions in Section 4 are drawn from 65 ILCS 5/3.1-55-10.

² The final sentence in Section 5 is intended to ensure that a board member who may be a landlord, realtor, banker, etc., is not prevented from voting on general policies that may have some impact, direct or indirect, on all members of that profession.

7. Corporate Property: No director or employee shall request, permit or engage in the unauthorized use of the Contractor's funds, vehicles, equipment, materials or property of personal convenience or profit.

B. Procurement Policy.

The Contractor shall comply with the provisions set forth below relating to the procurement of goods and services which are funded, in whole or in part, by the Village or through the Village as funding agent, or such equivalent policy of the Contractor as has been reviewed and approved by the Village in accordance with the Agreement.

1. **All Contracts for Goods and Services Require the Approval of the Board of Directors; Exceptions.** No contract shall be made for goods or services when the total cost exceeds ten thousand dollars (\$10,000.00), unless such contract shall have been authorized by the Board of Directors. Whenever the total cost of such contract shall not exceed, in any one case, one thousand dollars (\$1,000.00), the Executive Director or his or her designee (hereinafter "Executive Director"), without such previous authorization, shall cause the same to be purchased upon his or her written order; and further provided that when the total cost thereof shall exceed one thousand dollars (\$1,000.00) but shall not exceed ten thousand dollars (\$10,000.00), the Executive Director may cause the same to be purchased without previous authorization in like manner, but the Executive Director shall first obtain in writing, whenever possible, at least three (3) informal quotes to furnish same, which quotes shall be attached in every case to the accounts payable vouchers authorizing payment for such goods or services and filed with the financial records of the Contractor. All contracts shall be let to the lowest responsible bidder, provided that any and all informal quotes for equipment, supplies or repair work may be rejected by the Executive Director if the character or quality of the goods or services does not conform to requirements. In determining the lowest responsible bid or quote, other factors, in addition to cost, such as experience, availability, expertise, resources, work history with the Contractor, work history with others, quality of work and ability to meet all specifications and/or requirements of the Contractor may be taken into consideration and may form the basis for an award of contract. Many of these factors will have increased significance when considering the award of contracts for professional services.
2. **Contracts Which Require the Use of the Formal Bidding Process.** Except as set forth in Section 3 below, when the total cost of a contract for goods, materials, equipment, supplies or construction work is expected to exceed ten thousand dollars (\$10,000.00), the Executive Director or his or her agent shall issue a call for bids which shall be formally advertised. All such bids for construction work shall require a bond for the faithful performance of the work.

All contracts for which bids are required shall be let to the lowest responsible bidder within the judgment of the Board of Directors, provided that any and all bids received in

response to an advertised call for bids may be rejected by the Board of Directors if the character or quality of goods, materials, equipment, supplies or construction work does not conform to the specifications and/or requirements set forth in the call for bids.

- 3. Exception to Bid Requirements for Urgent Materials or Repairs; Lack of Competition and Inability to Draft Adequate Specifications; Bid Waiver.** In cases of urgently needed materials or urgently needed repairs which are expected to exceed ten thousand dollars (\$10,000.00), the Executive Director is authorized to obtain such materials and/or services through a negotiated contract without formal advertising when it is in the best interest of the Contractor and it is impractical to convene a meeting of the Board of Directors. If it is practical to convene a meeting, the Board of Directors shall be required to waive the bidding requirement and approve such a negotiated agreement.

Such negotiated contracts may also be approved by the Board of Directors when (1) the contract is for professional services, (2) it is impractical to secure competition, or (3) it is impossible to draft adequate bid specifications. The Executive Director or his or her designee shall, however, whenever possible, obtain in writing at least three (3) informal quotes to furnish same.

Bidding in all instances may be waived by a two thirds (2/3) vote of the Board of Directors.

- 4. Procedure for Advertising for Bids.** Whenever any formal bids are required, as stated above, the Executive Director or his/her authorized agent shall advertise in some newspaper published in the Village and/or in such other newspaper of general circulation as, in his/her judgment, may be desirable. A plan or profile of the work to be done, accompanied by specifications for doing the same and specifications for material, supplies or equipment to be furnished, shall be first placed on file in the office of the Executive Director or his/her authorized agent before any such advertisement shall be made, which plan, profile and specifications for goods, material, supplies, equipment or construction work shall at all times be open for public inspection. Such advertisement shall be published not less than ten (10) days before the day fixed for opening such bid, and shall state the work to be done, or material, supplies or equipment to be furnished, and the time and place for the filing and the opening of the sealed bids.
- 5. Filing of Bids; Deposit Accompanying Bids, Preservation and Opening of Bids.** In all cases, the formal bids under the preceding section shall be sealed bids and directed to the Executive Director. A bid deposit may be required, the amount of which shall be fixed by the Executive Director but which shall not exceed five percent (5%) of the estimated cost of the work or material to be furnished, not less than the sum of twenty-five dollars (\$25.00). Such bid deposit shall be in the form of a cashier's check, a certified check, or at the discretion of the Executive Director, a bid bond. Checks shall be drawn upon a bank in good standing, payable to the order of the Contractor and shall be forfeited to the Village in the event the bidder shall neglect or refuse to enter into a

contract and bond when required, with approved sureties, to execute the work or furnish the material for the price mentioned in his/her bid and according to the plans and specifications in case the contract shall be awarded to him/her. Bids shall be opened at the hour and place mentioned in the notice.

- 6. Contracts to be Executed in Writing.** All contracts, whether for work or materials, shall be executed in writing and in duplicate by the President of the Board of Directors or the Executive Director. One original so executed shall be kept and filed in the Contractor's office and the other shall be given to the contractor. All contracts and bonds so taken shall be in the name of, and run to, the Contractor.
- 7. Contractors' Bonds.** Whenever any construction work, expected to be in excess of ten thousand dollars (\$10,000.00), is let by contract to any person or entity, the Contractor shall, in all cases, take a bond from such person or entity with good and sufficient sureties, licensed in the State of Illinois to be approved by the Board of Directors, in such amount as shall not only be adequate to insure the performance of the work in the time and manner required in such contract, but also to save and indemnify and keep harmless the Contractor against all liabilities, judgments, costs and expenses which may in any manner accrue against the Contractor in consequence of granting such contract or which may in any manner result from the carelessness or neglect of such person, or entity or its agents, employees or workers in any respect whatever.
- 8. Bid Tabulation.** The Contractor shall prepare a spreadsheet for each separate contract over ten thousand dollars (\$10,000.00) for goods and services awarded by it. Each spreadsheet shall name and identify all entities submitting bids or proposals on specific contracts by name and address, describe the goods provided or the work performed, set forth the cost, fee or amount proposed by each such entity in response to the call for bids or request for proposals or quotes, the name and address of the entity who was awarded the contract, and the reasons therefore. The Contractor shall submit copies of all such spreadsheets to the Village on a quarterly basis as a part of the general quarterly reporting process required under this agreement.

C. Diversity Statement

In 1997, the Village of Oak Park first adopted the Village's "Diversity Statement," now known as the "Oak Park Equity, Diversity and Inclusion Statement." Every new Village Board elected since that time has readopted the Diversity Statement incorporating amendments over time which have added to the Statement's scope and strength.

Attached hereto as Exhibit A and made a part hereof is the Oak Park Equity, Diversity and Inclusion Statement adopted by the President and Board of Trustees of the Village of Oak Park in 2019.

As a partner agency of the Village of Oak Park, the Contractor agrees to adhere to the Oak Park Equity, Diversity and Inclusion Statement, attached hereto as Exhibit A with regard to equity, diversity, and inclusion or such equivalent policy of the Contractor as is reviewed and approved by the Village in accordance with that section of the Agreement entitled "Adherence to Village Policies."

In carrying out its commitment to equity, diversity, and inclusion as set forth in the Oak Park Equity, Diversity and Inclusion Statement, the Contractor shall use its best efforts to affirmatively recruit qualified women and minority candidates to fill vacant positions within its Contractor and to use its best efforts to affirmatively recruit qualified minority owned business enterprises ("MBE") and women owned business enterprises ("WBE") to participate in the Contractor's process of contracting for goods and services. The Village shall upon request provide the Contractor with the names of known MBEs and WBEs and business referral agencies.

The Contractor shall annually submit to the Village an Equal Employment Opportunity ("E.E.O.") Report in the form attached as Exhibit B showing the breakdown of its employees by race, sex and job classification. In addition, the Contractor shall report the race, sex and job classifications for any new employee hired during the preceding year and indicate the general efforts which were made by the Contractor during the course of the previous year to recruit qualified women and minority candidates for such position(s).

The Contractor shall also provide a report to the Village, on an annual basis, which indicates the number of contracts and the dollar value of contracts for goods and services which it let during the preceding year and the number of contracts, the dollar value of contracts and the percentage of the total dollar value of contracts for goods and services which have been let to women and minority contractors.

This report shall also contain a section setting forth the general efforts made by the Contractor during the course of the previous year to affirmatively recruit women and minority businesses to participate in the contracting process.

The Contractor's E.E.O. employment and contracting reports for the entire preceding year shall be submitted as a part of the regular quarterly report submitted for the fourth quarter of the year.

D. Drug Free Workplace.

The Contractor agrees to adhere to the following policy related to a drug free workplace or such equivalent policy of the Contractor as has been reviewed and approved by the Village in accordance with Section 5 of the agreement, entitled "Adherence to Village Policies."

The content of the notice set forth below sets forth the policy of the Village with regard to the Village as a drug free workplace. The Contractor shall post the notice below or its own

equivalent policy in a conspicuous location on the Contractor's premises where it will be visible to all employees, or provide a copy of the following notice or its own equivalent policy to each employee. Any such notice or policy posted or provided to employees shall name the Contractor and the individual or position which fulfills the "Human Resources Director" position, where indicated.

DRUG-FREE WORKPLACE NOTICE

All employees should be aware pursuant to Illinois and United States law that the (Name of Contractor) is a drug-free workplace. The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance as defined in Illinois law at 720 ILCS 570/201 *et. seq.* and United States law, 41 U.S.C. §§ 701-707, is prohibited at the workplace and by any employee of (Name of Contractor). Any violation will subject the employee to dismissal from employment. As a condition of employment, an employee convicted of any drug related offense occurring at the workplace must notify the (Human Resources Director) within five (5) days of the conviction. Failure to so notify the (Human Resources Director) is grounds for dismissal from employment.

E. Sexual Harassment Policy.

The Contractor shall comply with the sexual harassment policy set forth below or with an equivalent policy that has been reviewed and approved by the Village in accordance with the Agreement.

SEXUAL HARASSMENT POLICY

Sexual harassment is illegal and against the employment policy of the (Name of Contractor).

Any employee found by the (Name of Contractor) to have engaged in sexual harassment will be subject to appropriate disciplinary action, up to and including termination.

"Sexual harassment" means any unwelcome sexual advances or requests for sexual favors or any verbal or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Examples of sexual harassment may include, but are not limited to:

- Verbal: Sexual innuendo, suggestive comments, insults, threats, jokes about gender specific traits, or sexual propositions;

- Non-Verbal: Making suggestive or insulting noises, gestures, leering, whistling or obscene gestures; and
- Physical: Touching, pinching, brushing the body, coercing sexual intercourse or assault.

An employee who believes he or she has been the subject of sexual harassment shall report the alleged conduct immediately to the Contractor's Human Resources Director, Executive Director or such other employee, other than the alleged harasser, as may be designated by the Contractor. The information will then be forwarded to the CEO/Manager/Executive Director. A confidential investigation of any complaint will be undertaken by the Human Resources Director or such other officer or employee designated by the Executive Director.

Retaliation or discrimination against an employee who makes a sexual harassment complaint is strictly prohibited. Any employee found by the (Name of Contractor) to have retaliated or discriminated against an employee for a sexual harassment complaint will be subject to appropriate disciplinary action up to and including termination.

The (Name of Contractor) recognizes that the issue of whether sexual harassment has occurred requires a factual determination based on all the evidence received. The (Name of Contractor) also recognizes that false accusations of sexual harassment can have serious effects on innocent men and women. All employees will continue to act in a responsible and professional manner to establish a working environment free of sexual harassment.

F. Domestic Partnership Program.

The Contractor agrees to adhere to the Domestic Partnership Program attached hereto as Exhibit C and made a part hereof as a program for the benefit of employees of the Contractor or to such equivalent Contractor policy as has been reviewed and approved by the Village in accordance with that section of the Agreement entitled "Adherence to Village Policies."

The Village will assist the Contractor with the implementation of the Program at the Contractor's request.

The Village agrees to save and hold harmless, protect and defend the Contractor, its employees, Board Members and other agents, from any and all costs, losses, suits for damage or other relief, damages, rights, claims, demands or actions resulting from or in any way arising out of the actions or operations of the Contractor or its agents in approving or carrying out or fulfilling the terms of the Domestic Partnership Program required herein and to pay all costs, including attorneys' fees, of any involvement in any litigation or administrative proceedings or other legal actions based thereon. Said obligations of the Village shall survive any termination of the Agreement between the Contractor and the Village.

G. Compliance with Employment Laws.

The Contractor shall perform the services set forth in the Agreement in compliance with all applicable federal and state employment laws, including but not limited to all laws prohibiting discrimination in employment.

H. Compliance with HUD Guidelines.

In the event that the Contractor is a recipient of Community Development Block Grant (CDBG) funds under the terms of the Agreement, the Contractor shall comply with all U.S. Department of Housing and Urban Development (HUD) rules, regulations, and guidelines adopted in relation to the administration of such CDBG funds.



EXHIBIT A

Oak Park Equity, Diversity and Inclusion Statement

The people of Oak Park choose this community, not just as a place to live, but as a way of life and as a place to seek shelter, refuge and acceptance. Oak Park commits itself to equity, diversity, and inclusion because these values make us a desirable and strong community for all people. Creating a mutually respectful, multicultural and equitable environment does not happen on its own; it must be intentional.

We believe in equity. By embracing equity, with an explicit but not exclusive focus on racial equity, we work to break down systems of oppression, including racism, sexism, homophobia, xenophobia and other forms of bias and hate to achieve a society where race no longer determines one's outcomes, where everyone has what they need to thrive. This is both a process and a goal. We reject racial barriers that limit and divide us, and we reject bias towards any group of people.

We believe in diversity because our commonalities and differences are both assets. Oak Park is a dynamic community that welcomes, respects, and encourages the contributions of all people, in all our rich variety by race, color, ethnicity, ancestry, national origin, religion, age, sex, sexual orientation, gender identity or expression, marital and/or familial status, language, mental and/or physical impairment and/or disability, military status, economic class, immigration status, foster status, body size, criminal history, or any of the other characteristics that are often used to divide people. We acknowledge intersectionality and the compounding effect of multiple forms of discrimination that many in our community experience. We affirm all people as members of the human family. Our goal is for people of widely differing backgrounds to do more than live next to one another. Through intentional interaction and fair treatment, we can respect our differences while fostering unity and developing a shared, intersectional vision for the future.

We believe in inclusion because we need to go beyond numerical diversity and strive for authentic representation, empowered participation, full access, and a true sense of belonging for all people. Oak Park recognizes that a free, open, and inclusive community is achieved through full and broad participation of all community members and the ongoing commitment to active and intentional engagement across lines of difference. We believe the best decisions are made when everyone is authentically represented in decision-making and power is shared collectively.

The Village of Oak Park commits itself to a future ensuring equity, diversity, and inclusion in all aspects of local governance and community life. We strive to make these values aspirational and operational, reflected in our everyday practices and priorities. This includes fair treatment, equal access, and full participation in all of the Village's institutions and programs, and the goal of racial equity in all Village operating policies.

The Village of Oak Park must continue to support its fair housing philosophy that fosters integration and unity in our community. Our intention is that such principles will be a basis for policy and decision making in Oak Park. The President and Board of Trustees of the Village of Oak Park reaffirm their dedication and commitment to these precepts.

Revision adopted October 7, 2019

EXHIBIT B
VILLAGE OF OAK PARK
EEO REPORT

Vendor Name _____

Total Employees _____

Job Categories	Total Employees	Total Males	Total Females	Male				Female				Total
				Black	Hispanic	Amer. Indian & Alaskan Na	Asian & acific Islande	Black	Hispanic	Amer. Indian & Alaskan Na	Asian and	
Officials & Managers												
Professionals												
Technicians												
Sales Workers												
Office & Clerical												
Semi-Skilled												
Laborers												
Service Workers												
Total												
Management Trainees												
Apprentices												

This completed and notarized report must accompany your bid. It should be attached to your
Affidavit of Compliance. Failure to include it with your bid will disqualify you from consideration.

_____, being first duly sworn, deposes and says that he/se is the _____ of
(Name of Person Making Affidavit) Title or Officer

EXHIBIT C
DOMESTIC PARTNERSHIPS
FOR EMPLOYEES OF THE VILLAGE OF OAK PARK

A. **DEFINITIONS.** When used in the Ordinance, the following terms have the following meanings:

AFFIDAVIT OF DOMESTIC PARTNERSHIP: A form, provided by the Director of Human Resources, in which two people agree to be jointly responsible for the necessities of life incurred during the domestic partnership and state under oath that all qualifications for domestic partnership as set forth in this Article are met when the Affidavit is signed.

The form shall set forth all the requirements for a domestic partnership as defined herein. The form shall indicate that the fraudulent misrepresentation of information set forth therein by the Village employee executing same shall be considered cause for the termination of the employee's employment with the Village. The affidavit shall further state that the persons executing such affidavit may be held civilly liable for the misstatement of any information set forth therein and that such affidavit may further be construed by a court of law as creating enforceable, legal obligations between the persons executing the affidavit.

DEPENDENT: One who lives with a domestic partner and is a biological, adopted or step child of a domestic partner, a dependent of a domestic partner as defined by Internal Revenue Service regulations, or a ward of a domestic partner as determined under the laws of guardianship or agency.

DOMESTIC PARTNER: Each adult in a domestic partnership.

DOMESTIC PARTNERSHIP: Two unrelated adults of the same sex, one of whom is an employee of the Village of Oak Park who is otherwise eligible for employee benefits, who have chosen to share one another's lives in an intimate and committed relationship of mutual caring, who also:

1. share the same primary, regular and permanent residence and have lived together for the previous six (6) months;
2. agree to be jointly obligated and responsible for the necessities of life for each other;
3. are not married to anyone;
4. are each eighteen (18) years of age or older;
5. are competent to enter into a contract;
6. are and have been each other's sole domestic partner for at least six (6) months prior to execution of the Affidavit of Domestic Partnership required under this Article;
7. agree to file a Termination of Domestic Partnership within 30 days if any of the above facts change;

8. have filed the required notice of Termination of any prior domestic partnership acknowledged under the provision of this Article in the manner required herein and no less than six (6) months prior to the execution of the current Affidavit of Domestic Partnership; and
9. execute an Affidavit of Domestic Partnership, indicating compliance of the persons executing such affidavit with all the requirements for a domestic partnership set forth in this Article.

LIVE TOGETHER: Two people claiming domestic partnership status share the same primary, regular and permanent residence. It is not necessary that both domestic partners have the legal right to possess the residence. Domestic partners do not cease to live together if one leaves the shared residence for a period not to exceed one (1) year, but intends to return.

NECESSITIES OF LIFE: Basic food, shelter, clothing, medical care and the costs associated therewith. The domestic partners need not contribute equally or jointly to the cost of these expenses as long as they agree that both are responsible and obligated for the cost.

TERMINATION OF DOMESTIC PARTNERSHIP: Any change in the domestic partnership which causes the partnership not to satisfy any one of the requirements for a domestic partnership, set forth herein.

B. AFFIDAVIT OF DOMESTIC PARTNERSHIP; EXECUTION AND ACCOMPANYING DOCUMENTATION. An Affidavit of Domestic Partnership must be signed, under oath, by both parties seeking recognition by the Village as a domestic partnership. The Director of Human Resources shall, within thirty (30) days of the effective date of this ordinance, make such forms available.

The signatures of both persons must be witnessed and notarized. The affiants will also be required to indicate that they have thoroughly read the affidavit and that they understand the content thereof at the time of execution. The Director of Human Resources, or the Director's designee, shall receive executed affidavits of domestic partnership and may require reasonable documentation verifying the truth and accuracy of any statements contained in the affidavit, including verification of the primary, regular and permanent residence address of the persons seeking recognition as a domestic partnership.

Once the affidavit has been properly executed by both individuals seeking recognition as a domestic partnership by the Village and presented to the Director of Human Resources, or the Director's designee, along with all supporting documentation requested by the Director, or the Director's designee, and the Director is satisfied that the individuals seeking recognition as a domestic partnership have satisfied the requirements for same, the Director, or the Director's designee, shall provide those individuals with a letter under the Director's signature, recognizing the domestic partnership, identifying the parties to same and identifying the benefits to which the domestic partners are then entitled. The letter shall further indicate that the domestic partners must comply with the provisions of Section Four herein and notify the Director, or the Director's designee, of the termination of the domestic partnership within thirty (30) days of the termination and the possible consequences for the failure to do so.

C. **EMPLOYMENT BENEFITS.** The Village of Oak Park shall provide the same family sick leave, funeral leave benefits and H.M.O. health and dental benefits available to any Village employee, and the spouse and dependents of any Village employee, to any Village employee and any other person with whom the employee has formed a domestic partnership and the dependents of such domestic partnership as defined herein The Village shall, however, not extend health insurance benefits to a domestic partner, or the domestic partner's dependents, if the domestic partner who is not a Village employee is otherwise eligible for health insurance benefits through his or her employer.

D. **TERMINATION OF DOMESTIC PARTNERSHIP: NOTICE REQUIRED.** Any employee of the Village who is receiving employment benefits as a member of a domestic partnership and whose domestic partnership terminates as defined herein, shall notify the Director of Human Resources of the termination of the employee's domestic partnership within thirty (30) days of such termination.

E. **FRAUDULENT MISREPRESENTATION: REIMBURSEMENT TO VILLAGE AND CAUSE FOR TERMINATION.** Any employee who fraudulently misrepresents information in the Affidavit of Domestic Partnership executed by such employee, or fails to inform the Village of the termination of his or her domestic partnership, shall reimburse the Village for any expenditures made by the Village in reliance on such misrepresentations or for expenditures made due to the employee's failure to notify the Village of the termination of a domestic partnership. Such fraudulent misrepresentations shall also constitute cause for the termination of the employee's employment with the Village.