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**Request for Proposals (RFP)**

**For Mental Health Professional – Wellness Checks**

**Village of Oak Park**

**Proposal No.:  
#20-001 Police Department**

**Date Issued:  
April 13, 2020**

**Proposal Deadline:  
Friday, May 1, 2020 at 5:00 p.m. local time**

**Sealed Proposals to be returned to:  
Kellie Murphy, Budget and Revenue Analyst  
Village of Oak Park  
123 Madison Street  
Oak Park, IL 60302**

**Monday – Friday  
8:30 am to 5:00 pm**

VILLAGE OF OAK PARK

PROPOSAL NO.: 20-001 POLICE DEPARTMENT  
PROJECT NAME: **Mental Health Professional – Wellness Checks**  
DATE ISSUED: April 13, 2020

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**REQUEST FOR PROPOSALS FOR MENTAL HEALTH PROFESSIONAL – WELLNESS CHECKS**

The Village of Oak Park (“Village”) is seeking mental health professionals who possess the education, training, certification, licensing and a demonstrated ability to perform the services detailed within this request.

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## Section I. General Requirements

### A. *Introduction and Mandatory Terms*

The Village of Oak Park (“Village”) serves an area of four and one-half square miles located eight miles west of downtown Chicago. Oak Park has a population of 52,104 (based on 2010 Census). The Village’s population is diverse in income levels, age, and professions with a stimulating mixture of racial, religious and ethnic groups. Oak Park is a Home Rule community and operates under the Board-Manager form of government, in which an elected legislative body, consisting of the President and a Board comprised of six Trustees, hires a professional manager to oversee the day-to-day operations of all governmental services and programs, and carry out the policy directives set out by the elected officials.

The Village requests the services from qualified mental health professional to provide wellness checks for a period of one year with the option to renew for two additional one year terms.

The Village will receive responses Monday through Friday, 8:30 A.M. to 5:00 P.M. at the Village of Oak Park, 123 Madison Street, Oak Park, Illinois, 60302. Proposers are to submit three (3) bound hard copies, one (1) unbound hard copy, and one (1) electronic copy on a CD or thumb drive. Hard copies are preferred in 8 ½ x 11 format. Submissions received after the submittal time may be rejected.

There is no pre-proposal conference currently scheduled.

All questions must be submitted via email to Kellie Murphy at [kmurphy@oak-park.us](mailto:kmurphy@oak-park.us) no later than April 24, 2020. Responses will be provided to the known list of Request for Proposals (“RFP”) recipients as well as on our website at <http://www.oak-park.us/bid>.

Responses will be reviewed and evaluated in private, and all information regarding status will be kept confidential until a decision is made and a recommendation provided to the Village Board for approval.

### B. *Presentation of Request for Qualifications*

The Village reserves the right to select a short list of respondents at its own discretion to present their qualifications, respond to questions, and supply supplemental information.

### C. *Respondent Notification*

Respondents will be notified in writing of further questions and/or decisions.

*D. Award of Contract*

A Professional Services Agreement shall be executed once one or more respondents are found to be qualified, a selection of the most qualified is determined by the evaluation committee, and the Village Board approves of the award substantially in the form attached hereto as Attachment VI.

The Professional Services Agreement with the selected respondent must be reviewed and approved by the Village Attorney, may be approved and authorized by the Village of Oak Park Board of Trustees, and executed by the Village Manager. Respondents are advised that Village staff, other than the Village Manager, have no authority to sign agreements or modify existing agreements on behalf of the Village and that any such agreements are null and void. The agreement with the selected respondent shall be in substantially similar form to the "Professional Services Agreement" attached hereto and incorporated herein by reference as Attachment VI.

*E. Taxes Not Applicable*

The Village as a municipality pays neither federal excise tax nor Illinois retailer's occupational tax.

*F. Interpretation of the Request for Proposal Document*

Any respondent in doubt as to the true meaning of any part of this document may request an interpretation thereof from the Village or its representative. The person requesting the interpretation shall be responsible for its prompt delivery. At the request of a respondent or in the event that Village management deems the interpretation to be substantive, the interpretation will be made by written addendum duly issued by the Village.

In the event that a written addendum is issued, either as a result of a request for interpretation or the result of a change in the requested RFP specifications initiated by the Village, a copy of such addendum will be posted on the Village's Website, [www.oak-park.us/bid](http://www.oak-park.us/bid). The Village will not assume responsibility for receipt of such addendum. In all cases, it will be the respondent's responsibility to obtain all addenda issued.

*G. Listing of Subcontractors and/or Sub-consultants*

In order that the Village may be assured that only qualified and competent subcontractors and/or sub-consultants will be employed on the proposed project, each respondent shall submit with their response a list of subcontractors and/or sub consultants who would be called upon to perform the work. The respondent shall have determined to their own satisfaction that a listed subcontractor and/or sub consultant has been successfully engaged in this particular type of work for a reasonable length of time and is qualified both technically and financially to perform that pertinent phase of the work for which they are listed.

*H. Competency of Respondent*

No submission will be accepted from, or contract awarded to, any person, firm or corporation that is in arrears or is in default upon any debt or contract with the Village. The respondent, if requested, must present evidence of ability and possession of necessary facilities, and financial resources to comply with the terms of the scope of services.

*I. Subletting of Contract*

No contract awarded by the Village shall be assigned or any part sub-contracted without the Village's written consent. In no case shall such consent relieve the vendor from its obligations or change the terms of the contract.

*J. Laws and Ordinances*

The selected respondent will strictly comply with all ordinances and codes of the Village of Oak Park and applicable Federal and State of Illinois laws and regulations.

*K. Term of Agreement*

The Village anticipates awarding an initial minimum contract for one year, after which the Village will have the right to renew for two additional one year terms.

*L. Payments*

All invoices will be paid within 30 days of approval. Charges for late payments must be in accordance with the Local Government Prompt Payment Act, 50 ILCS 505/1, requiring a maximum interest penalty of 1% per month or portion thereof.

*M. Termination for Non-appropriation of Funds*

The Village reserves the right to terminate any agreement if the Village's Board of Trustees fails to appropriate funds for this purpose in any subsequent fiscal year. All funds for payments after December 31st of the current fiscal year are subject to Village's appropriation for this purpose.

*N. Respondent Personnel Assigned to the Village of Oak Park Account(s)*

The Village reserves the right to accept or reject any staff designated by the respondent to manage the Village account(s). If no suitable replacement staff is provided, the Village reserves the right to terminate the contract.

*O. Confidentiality*

The selected respondent shall keep the Village's employee and all related data confidential as set forth in the Professional Services Agreement attached hereto.

*P. Insurance Requirements*

The selected respondent understands and agrees that any insurance protection required by the contract or otherwise provided by the respondent shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Village, its officers, officials, employees, volunteers and agents as herein provided and set forth in the attached Professional Services Agreement.

Q. *Hold Harmless and Indemnity*

Notwithstanding any limitations or restrictions applicable to any insurance or bonds required hereunder, the selected respondent shall defend, indemnify and hold the Village of Oak Park and its officers, officials, employees, volunteers and agents harmless from and against any and all liability, loss, damage, claim, payment or expense, including attorney fees, which the Village or its officers, officials, employees, and agents may incur resulting from or arising out of any error or omission in the performance of the agreement by selected respondent, including, without limitation, errors or omissions in the handling, accounting for, or transferring of funds, or to work, services or systems or products provided in the performance of the agreement by the selected respondent or its employees, agents, servants, associates, contractors, subcontractors, or assignees and as said forth in the attached Professional Services Agreement.

\* \* \* \*

## Section II. Specific Requirements

### Scope of Work:

The Village requests an agency to provide licensed therapists who possess the education, training, certification, licensing and a demonstrated ability to perform annual wellness checks.

- The agency will provide one-on-one sessions with a mental health professional for all sworn officers. We currently have 106 sworn officers and have an authorized strength of 121.
- The agency will have availability to complete all sessions within each contract year.
- The agency will provide attendance reports.
- All conversations shared during the wellness check will be confidential except when required by law.
- The agency will have office locations within an hour drive from the Oak Park Police Department.

\*\*\*\*\*

If a respondent cannot meet any of the specifications, expectations or services in Section II, or takes exception to any of the terms or conditions presented, these exceptions should be distinctly noted in the appropriate sections. If no exceptions are presented, the Village will assume full capabilities as described in Section II.





## Section III. RFP Response Instructions

### A. *Proposal Format*

Proposals should be prepared simply and economically, providing a straight-forward, concise description of proposer capabilities to satisfy the requirements of this request.

For your hardcopy submission, special bindings, colored displays, promotional materials, etc., are not desired. If using tabs please ensure each tab is labeled with more than simply a number or letter.

Emphasis should be placed on completeness, simplicity and clarity of content. All proposal responses must be in the following format:

1. Cover Letter
2. Table of Contents
3. Respondent Background
4. Proposed Scope of Service
5. Proposed Schedule of Implementation
6. References
7. Cost Proposal
8. Attachments

The desired information for each of these sections is described below.

#### 1. *Cover Letter*

The cover letter should contain the name of the proposing respondent (and/or third party vendors), the address of the proposing officer(s), and the contact individual(s) authorized to answer technical, price, and contract questions. Contact information should include telephone number, fax number, mailing address, and email address. The cover letter must be signed by a person or persons authorized to bind the proposer(s).

#### 2. *Table of Contents*

The contents of the proposal shall be included in an index at the beginning of the proposal and should include all contents and attachments.

#### 3. *Respondent Background*

This section should include the full name and principal address of the respondent. Include the state in which the vendor is incorporated to operate and the date of incorporation if applicable.

The Village requests that the respondent set forth the names of a designated account executive or relationship manager, as well as an alternate. The designated account executives must have the authority to make timely decisions in the normal course of business on their own. In addition, describe the organization of any additional staff team which would service the account. Provide a listing of the entire proposed staff team, including name, title, and length of service with the vendor. Additional qualifications and experience on similar accounts may be included.

4. *Proposed Scope of Services*

In addition to addressing the topics covered in this proposal with regards to scope of work and reports required, include any other pertinent information you feel will set you apart from other proposers.

If there are any services offered in addition to what the Village has requested that may be of interest to the Village, please describe those in an additional subsection at the end of your response to the scope of services.

5. *Proposed Schedule of Implementation*

Discuss the implementation effort and lead time that would be required to establish the services requested in this RFP. Include the detailed steps involved and your proposed schedule for meeting each step. Please also provide detailed working assumptions as to what the schedule is based upon such as availability of Village resources, etc.

6. *References*

Provide a list of client references of similar sized and/or municipal accounts which the proposer has served over the past two years and is currently serving. Provide no fewer than three references. Provide a contact person, telephone number, and email address for each referenced customer.

7. *Cost Proposal*

All respondents must utilize *Attachment I. Cost Proposal Form* to officially submit pricing information. Respondents may provide additional documentation.

8. *License to Provide Service in Illinois and Disclosures*

Respondents shall provide an affirmative statement indicating that the firm and all assigned key professional staff have any applicable licenses to provide service in the State of Illinois.

Respondents shall identify and describe any pending or previous litigation the firm was involved in over the past five (5) years which dealt with the quality of services and/or of pricing of products provided.

9. *Attachments*

*Please provide completed executed originals of the following required attachments:*

- I. Cost Proposal Form
- II. Compliance Affidavit
- III. M/W/DBE Status
- IV. EEO Report
- V. No Proposal Explanation (if needed)

## Section IV. Proposal Evaluation

Proposals will be evaluated by Village staff. Evaluation will be based on criteria outlined herein which may be weighted by the Village in a manner it deems appropriate. All proposals will be evaluated using the same criteria and weighting. The criteria used will be:

- A. *Responsiveness to RFP*  
The Village will consider all the material submitted to determine whether the respondent's offering is in compliance with this RFP.
- B. *Ability to Perform Current and Projected Required Services*  
The Village will consider all the material submitted by each respondent, and other relevant material it may otherwise obtain, to determine whether the proposer is capable of and has a history of successfully completing contracts of this type.
- C. *Experience and Relevant Knowledge*  
The Village will assess the experience and relevant knowledge of the respondent's proposed dedicated team of personnel.
- D. *Financial Stability*  
The Village may conduct an analysis to examine the respondent's creditworthiness, including capital adequacy, asset quality, management, earnings, liquidity, and sensitivity to interest rate or market risk. This will be assessed by internal staff and/or external rating services.
- E. *References*  
The Village may contact references directly to inquire about the quality and type of services currently being provided to other customers.
- F. *Cost Proposal*  
The Village will evaluate aggregate services based on the overall cost effective approach to providing the services requested in this RFP.
- G. *Optional Interviews and/or Site Visits*  
The Village may, at its sole option, conduct interviews and/or site visits as part of the final selection process. Teleconferencing is an acceptable option.



## Attachment I. Cost Proposal Form

A respondent shall state as part of its proposal a written description of its quality assurance method to be utilized to ensure proper indexing of all documents.

Provide cost proposal based on the proposed operations schedule under Section II in the space provided below:

Proposal Signature: \_\_\_\_\_

State of \_\_\_\_\_), County of \_\_\_\_\_)

\_\_\_\_\_, being first duly sworn on oath deposes and says that the respondent for the above Proposal is organized as indicated below and that all statements herein made on behalf of such Consultant and that their deponent is authorized to make them, and also deposes and says that deponent has examined and carefully prepared their proposal from the Specifications and has checked the same in detail before submitting their Proposal; that the statements contained herein are true and correct.

The signature of the respondent authorizes the Village of Oak Park to verify references of business and credit at its option.

The signature of the respondent shall also be acknowledged before a Notary Public or other person authorized by law to execute such acknowledgments.

\_\_\_\_\_  
Organization Name  
(Seal - If Corporation)

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
E-mail

Subscribed and sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public



## Attachment II.      Compliance Affidavit

I, \_\_\_\_\_ being first duly sworn on oath depose and state as follows:

(Print Name)

1. I am the (title) \_\_\_\_\_ of the Proposing Firm ("Firm") and am authorized to make the statements contained in this affidavit on behalf of the Firm.
2. The Firm is organized as indicated on Exhibit A to this Affidavit, entitled "Organization of Proposing Firm," which Exhibit is incorporated into this Affidavit as if fully set forth herein.
3. I have examined and carefully prepared this proposal based on the Request for Proposals and verified the facts contained in the proposal in detail before submitting it.
4. I authorize the Village of Oak Park to verify the Firm's business references and credit at its option.
5. Neither the Firm nor its affiliates<sup>1</sup> are barred from proposing on this project as a result of a violation of 720 ILCS 5/33E-3 or 33E-4 relating to bid rigging and bid rotating, or Section 2-6-12 of the Oak Park Village Code related to "Proposing Requirements".
6. Neither the Firm nor its affiliates is barred from contracting with the Village of Oak Park because of any delinquency in the payment of any debt or tax owed to the Village except for those taxes which the Firm is contesting, in accordance with the procedures established by the appropriate revenue act, liability for the tax or the amount of the tax. I understand that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the contract and allows the Village of Oak Park to recover all amounts paid to the Firm under the contract in a civil action.
7. I am familiar with Section 13-3-2 through 13-3-4 of the Oak Park Village Code relating to Fair Employment Practices and understand the contents thereof; and state that the Proposing Firm is an "Equal Opportunity Employer" as defined by Section 2000(E) of Chapter 21, Title 42 of the United States Code Annotated and Federal Executive Orders #11246 and #11375 which are incorporated herein by reference.
8. All statements made in this Affidavit are true and correct.

Signature: \_\_\_\_\_

Printed Name \_\_\_\_\_

Name of Business: \_\_\_\_\_

Your Title: \_\_\_\_\_

Business Address: \_\_\_\_\_

(Number, Street, Suite #)

(City, State & Zip)

<sup>1</sup> Affiliates means: (i) any subsidiary or parent of the bidding or contracting business entity, (ii) any member of the same unitary business group; (iii) any person with any ownership interest or distributive share of the bidding or contracting business entity in excess of 7.5%; (iv) any entity owned or controlled by an executive employee, his or her spouse or minor children of the bidding or contracting business entity.

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Web Address: \_\_\_\_\_

Subscribed to and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public





## Exhibit A. Organization of Proposing Firm

(a) **Corporation:** The Contractor is a corporation, operating under the legal name of \_\_\_\_\_ is organized and existing in good standing under the laws of the State of \_\_\_\_\_ and is authorized to conduct business in the State of Illinois. The full names of its officers are:

President \_\_\_\_\_

Secretary \_\_\_\_\_

Treasurer \_\_\_\_\_

The Name and Address of its Registered Agent is: \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Number, Street, Suite #)

\_\_\_\_\_  
(City, State & Zip)

The corporation has a corporate seal. (In the event that this proposal is executed by a person other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation that permits the person to execute the offer for the corporation.)

(b) **Partnership:** The Contractor is a Partnership operating under the name:

\_\_\_\_\_

The following are the names, addresses and signatures of all partners:

Name	Address	Signature
------	---------	-----------

Name	Address	Signature
------	---------	-----------

Name	Address	Signature
------	---------	-----------

(Attach additional sheets if necessary.) If so, check here \_\_\_\_\_ .

If the partnership does business under an assumed name, the assumed name is \_\_\_\_\_ which is registered with the Cook County Clerk and the partnership is otherwise in compliance with the Assumed Business Name Act, 805 ILCS 405/0.01 et.seq.



## Attachment III. M/W/DBE Status

Please fill out their form completely. Failure to respond truthfully to any questions on their form, or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of proposal. An incomplete form will disqualify your proposal.

1. Vendor Name: \_\_\_\_\_
2. Check here if your firm is:  

_____	Minority Business Enterprise (MBE) (A firm that is at least 51% owned, managed and controlled by a Minority.)
_____	Women's Business Enterprise (WBE) (A firm that is at least 51% owned, managed and controlled by a Woman.)
_____	Owned by a person with a disability (DBE) (A firm that is at least 51% owned)
_____	None of the above

*(Copies of all certification letters must be included)*

3. What is the size of the firm's current stable work force?  

_____	Number of full-time employees
_____	Number of part-time employee

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## Attachment IV. EEO Report

### EEO REPORT

Please fill out this form completely. Failure to respond truthfully to any questions on this form, or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of this Bid. An incomplete form will disqualify your Bid.

**An EEO-1 Report may be submitted in lieu of this report**

Vendor Name \_\_\_\_\_

Total Employees \_\_\_\_\_

Job Categories	Total Employees	Total Males	Total Females	Males				Females				Total Minorities
				Black	Hispanic	American Indian & Alaskan Native	Asian & Pacific Islander	Black	Hispanic	American Indian & Alaskan Native	Asian & Pacific Islander	
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 be disqualify you from consideration.

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

of \_\_\_\_\_ and that the above EEO Report information is true and accurate and is submitted with the intent that it be relied upon.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
 ( Signature )

\_\_\_\_\_  
 ( Date )



## Attachment V. No Proposal Explanation

If your firm does not wish to submit a proposal, the Village of Oak Park would be interested in any explanation or comment you may have as to what prevented your firm from submitting a proposal.

Thank you

Proposal No: RFP #20-001  
Department: Police Department  
Project Name: Mental Health Professional – Wellness Checks  
Date Issued: April 13, 2020

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Comments:

Signed: \_\_\_\_\_

Phone: \_\_\_\_\_



## Attachment VI. Professional Services Agreement

**THIS PROFESSIONAL SERVICES AGREEMENT** (hereinafter referred to as the “Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter referred to as the “Village”), and \_\_\_\_\_, a corporation/limited liability company authorized to conduct business in the State of Illinois (hereinafter referred to as the “Consultant”).

### **RECITAL**

**WHEREAS**, the Village intends to have professional services performed by Consultant related to provide wellness checks for the Village’s Police Department, pursuant to Consultant’s Proposal dated \_\_\_\_\_, attached hereto and incorporated herein by reference (hereinafter referred to as “Consultant’s Proposal”), the Village’s Request for Proposals dated \_\_\_\_\_, incorporated herein by reference as though fully set forth (hereinafter referred to as the “RFP”), and this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

**1. RECITAL INCORPORATED.**

The above recital is incorporated herein as though fully set forth.

**2. SERVICES OF THE CONSULTANT.**

2.1. The Project consists of professional architectural and engineering services, as more completely described in the Consultant’s proposal (hereinafter referred to as the “Services”) and the Village’s RFP. After written authorization by the Village, the Consultant shall provide the Services for the Project. The Village shall approve the use of sub-consultants by the Consultant to perform any of the Services that are the subject of this Agreement.

2.2. The Consultant shall submit to the Village all reports, documents, data, and information set forth in the Project. The Village shall have the right to require such corrections as may be reasonably necessary to make any required submittal conform to this Agreement. The Consultant shall be responsible for any delay in the Services to be provided pursuant to this Agreement due to the Consultant’s failure to provide any required submittal in conformance with this Agreement.

2.3. In case of a conflict between provisions of the Consultant’s Proposal and this

Agreement or the Village's Request for Proposals, this Agreement and/or the Village's Request for Proposals shall control to the extent of such conflict.

2.4. Village Authorized Representative. The Village's Police Chief or the Police Chief's designee shall be deemed the Village's authorized representative, unless applicable law requires action by the Corporate Authorities, and shall have the power and authority to make or grant or do those things, certificates, requests, demands, approvals, consents, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the Village and with the effect of binding the Village as limited by this Agreement. The Consultant is entitled to rely on the full power and authority of the person executing this Agreement on behalf of the Village as having been properly and legally given by the Village. The Village shall have the right to change its authorized representative by providing the Consultant with written notice of such change which notice shall be sent in accordance with Section 17 of this Agreement.

2.5. Consultant's Authorized Representative. In connection with the foregoing and other actions to be taken under this Agreement, the Consultant hereby designates \_\_\_\_\_ as its authorized representative who shall have the power and authority to make or grant or do all things, certificates, requests, demands, approvals, consents, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the Consultant and with the effect of binding the Consultant. The Village is entitled to rely on the full power and authority of the person executing this Agreement on behalf of the Consultant as having been properly and legally given by the Consultant. The Consultant shall have the right to change its Authorized Representative by providing the Village with written notice of such change which notice shall be sent in accordance with Section 18 of this Agreement.

2.6. The Consultant shall be an independent Consultant to the Village. The Consultant shall solely be responsible for the payment of all salaries, benefits and costs of supplying personnel for the Services. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against Consultant. The Consultant's services under this Agreement are being performed solely for the Village's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

### **3. COMPENSATION FOR SERVICES.**

3.1. The Village shall compensate the Consultant for the Services in an amount not to exceed \$\_\_\_\_\_ annually. The Consultant shall be paid installments not more frequently than once each month ("Progress Payments"). Payments shall be made within thirty (30) days of receipt by the Village of a pay request/invoice from the Consultant. Payments shall be due and owing by the Village in accordance with the terms and provisions of the Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.*, except as set forth herein.

3.2. The Village may, at any time, by written order, make changes within the general

scope of this Agreement in the Services to be performed by the Consultant. If such changes cause an increase or decrease in the amount to be paid to Consultant or time required for performance of any Services under this Agreement, whether or not changed by any order, an equitable adjustment shall be made and this Agreement shall be modified in writing accordingly. No service for which additional compensation will be charged by the Consultant shall be furnished without the written authorization of the Village.

3.3. The Consultant shall, as a condition precedent to its right to receive a progress payment, submit to the Village an invoice accompanied by such receipts, vouchers, and other documents as may be necessary to establish costs incurred for all labor, material, and other things covered by the invoice and the absence of any interest, whether in the nature of a lien or otherwise, of any party in any property, work, or fund with respect to the Services performed under this Agreement.

3.4. Notwithstanding any other provision of this Agreement and without prejudice to any of the Village's rights or remedies, the Village shall have the right at any time or times to withhold from any payment such amount as may reasonably appear necessary to compensate the Village for any actual or prospective loss due to: (1) Services that are defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which the Consultant is liable under this Agreement; (3) claims of sub-consultants, suppliers, or other persons performing Consultant's Services; (4) delay in the progress or completion of the Services; (5) inability of the Consultant to complete the Services; (6) failure of the Consultant to properly complete or document any pay request; (7) any other failure of Consultant to perform any of its obligations under this Agreement; or (8) the cost to the Village, including reasonable attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of the Village's remedies set forth in this Agreement. The Village must notify the Consultant of cause for withholding within fourteen (14) days of receiving invoice.

3.5. The Village shall be entitled to retain any and all amounts withheld pursuant to this Agreement until the Consultant shall have either performed the obligations in question or furnished security for such performance satisfactory to the Village. The Village shall be entitled to apply any money withheld or any other money due the Consultant under this Agreement to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, reasonable attorneys' fees, and administrative expenses incurred, suffered, or sustained by the Village and chargeable to the Consultant under this Agreement.

#### **4. TERM AND TERMINATION.**

4.1. This Agreement shall be for a one (1) year term beginning on July 1, 2020 at 12:01 a.m. through 11:59 p.m. on June 30, 2021. The Village shall have the option to renew this Agreement in its discretion for two (2) additional one (1) year terms.

4.2. This Agreement may be terminated, in whole or in part, by either party if the other party substantially fails to fulfill its obligations under this Agreement through no fault of the terminating party. The Village may terminate this Agreement, in whole or in part, for its

convenience. No such termination may be effected unless the terminating party gives the other party not less than ten (10) calendar day's written notice pursuant to Section 18 below of its intent to terminate.

4.3. If this Agreement is terminated by either party, the Consultant shall be paid for Services performed to the effective date of termination, including reimbursable expenses. In the event of termination, the Village shall receive reproducible copies of drawings, specifications and other documents completed by the Consultant pursuant to this Agreement.

## **5. INDEMNIFICATION.**

5.1. To the fullest extent permitted by law, the Consultant hereby agrees to defend, indemnify and hold harmless the Village and its officers, officials, agents, employees and volunteers against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, including, but not limited to, reasonable attorney's fees and court costs (hereinafter referred to as "Claims") which may accrue against the Village and its officers, officials, agents, employees and volunteers to the extent arising out of the negligent performance of the work by the Consultant, its employees, or sub-consultants, except for the negligence of the Village or its officers, officials, agents, employees and volunteers.

## **6. INSURANCE.**

6.1. The Consultant shall, at the Consultant's expense, secure and maintain in effect throughout the duration of this Agreement, insurance of the following kinds and limits set forth in this Section 6. The Consultant shall furnish Certificates of Insurance to the Village before starting work or within ten (10) days after the notice of award of the Agreement, which ever date is reached first. All insurance policies, except professional liability insurance, shall be written with insurance companies licensed or authorized to do business in the State of Illinois and having a rating of at least A according to the latest edition of the Best's Key Rating Guide; and shall include a provision preventing cancellation of the insurance policy unless fifteen (15) days prior written notice is given to the Village. This provision (or reasonable equivalent) shall also be stated on each Certificate of Insurance: "Should any of the above described policies be canceled before the expiration date, the issuing company shall mail fifteen (15) days' written notice to the certificate holder named to the left." The Consultant shall require any of its sub-consultants to secure and maintain insurance as set forth in this Section 6 and indemnify, hold harmless and defend the Village and its officers, officials, agents, employees and volunteers as set forth in this Agreement.

6.2. The limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law:

(A) **Commercial General Liability:**

- i. Coverage to include, Broad Form Property Damage, Contractual and Personal Injury.
- ii. Limits:



General Aggregate	\$ 2,000,000.00
Each Occurrence	\$ 1,000,000.00
Personal Injury	\$ 1,000,000.00

- iii. Cover all claims arising out of the Consultant's operations or premises, anyone directly or indirectly employed by the Consultant.

(B) **Professional Liability:**

- i. Per Claim/Aggregate \$2,000,000.00
- ii. Cover all claims arising out of the Consultant's operations or premises, anyone directly or indirectly employed by the Consultant.

(C) **Workers' Compensation:**

- i. Workers' compensation insurance shall be in accordance with the provisions of the laws of the State of Illinois, including occupational disease provisions, for all employees who work on the Project, and in case work is sublet, the Consultant shall require each sub-consultant similarly to provide workers' compensation insurance. In case employees engaged in hazardous work under this Agreement are not protected under workers' compensation insurance, the Consultant shall provide, and shall cause each sub-consultant to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

(D) **Comprehensive Automobile Liability:**

- i. Coverage to include all owned, hired, non-owned vehicles, and/or trailers and other equipment required to be licensed, covering personal injury, bodily injury and property damage.
- ii. Limits:  
Combined Single Limit \$1,000,000.00

(E) **Umbrella:**

- i. Limits:  
Each Occurrence/Aggregate \$2,000,000.00

- (F) The Village and its officers, officials, agents, employees and volunteers shall be named as additional insureds on all insurance policies identified herein except Workers' Compensation and Professional Liability. The Consultant shall be responsible for the payment of any deductibles for said insurance policies. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, employees, and volunteers.

6.3. The Village and the Consultant agree to waive against each other all claims for special, incidental, indirect, or consequential damages arising out of, resulting from, or in any

way related to the Project.

6.4. The Consultant understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Village and its officers, officials, agents, employees and volunteers as herein provided. The Consultant waives and agrees to require its insurers to waive its rights of subrogation against the Village and its officers, officials, employees, agents and volunteers.

## **7. SUCCESSORS AND ASSIGNS.**

7.1. The Village and the Consultant each bind themselves and their partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants off this Agreement. Except as above, neither the Village nor the Consultant shall assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body that may not be a party hereto, nor shall it be construed as giving any right or benefits hereunder to anyone other than the Village and the Consultant.

## **8. FORCE MAJEURE.**

8.1. Neither the Consultant nor the Village shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to: acts of nature, war or insurrection, strikes or lockouts, walkouts, fires, natural calamities, riots or demands or requirements of governmental agencies.

## **9. AMENDMENTS AND MODIFICATIONS.**

9.1. This Agreement may be modified or amended from time to time provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly authorized and signed by the authorized representative of the Village and the authorized representative of the Consultant.

## **10. STANDARD OF CARE.**

10.1. The Consultant is responsible for the quality, technical accuracy, timely completion, and coordination of all reports and other Services furnished or required under this Agreement, and shall endeavor to perform such Services with the same skill and judgment which can be reasonably expected from similarly situated professionals.

10.2. The Consultant shall be responsible for the accuracy of its Services under this Agreement and shall promptly make revisions or corrections resulting from its errors, omissions, or negligent acts without additional compensation. The Village's acceptance of any of Consultant's Services shall not relieve Consultant of its responsibility to subsequently correct

any such errors or omissions, provided the Village notifies Consultant thereof within one year of completion of the Consultant's Services.

10.3. The Consultant shall respond to the Village's notice of any errors and/or omissions within seven (7) days of written confirmation by the Consultant of the Village's notice. Such confirmation may be in the form of a facsimile confirmation receipt by the Village, or by actual hand delivery of written notice by the Village to the Consultant.

10.4. The Consultant shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement.

10.5. The Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, and other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including, but not limited to, the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, or unfavorable discharge from military service or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* The Consultant shall also comply with all conditions of any federal, state, or local grant received by the Village or the Consultant with respect to this Agreement.

10.6. The Consultant shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with the Consultant's, or its sub-consultants', performance of, or failure to perform, the Services required pursuant to this Agreement or any part thereof.

## **11. DRAWINGS, DOCUMENTS AND BOOKS AND RECORDS.**

11.1. Drawings, plans, specifications, photos, reports, information, observations, calculations, notes and any other reports, documents, data or information, in any form, prepared, collected, or received by the Consultant in connection with any or all of the Services to be provided pursuant to this Agreement ("Documents") shall be and remain the property of the Village upon completion of the project and payment to the Consultant all amounts then due under this Agreement. At the Village's request, or upon termination of this Agreement, the Documents shall be delivered promptly to the Village. The Consultant shall have the right to retain copies of the Documents for its files. The Consultant shall maintain files of all Documents unless the Village shall consent in writing to the destruction of the Documents, as required herein.

11.2. The Consultant's Documents and records pursuant to this Agreement shall be maintained and made available during performance of Project Services under this Agreement and for three (3) years after completion of the Project. The Consultant shall give notice to the Village of any Documents to be disposed of or destroyed and the intended date after said period, which shall be at least ninety (90) days after the effective date of such notice of disposal or destruction. The Village shall have ninety (90) days after receipt of any such notice to give notice to the Consultant not to dispose of or destroy said Documents and to require Consultant to deliver same to the Village, at the Village's expense. The Consultant and any sub-consultants shall maintain for a minimum of three (3) years after the completion of this Agreement, or for three (3) years after the termination of this Agreement, whichever comes later, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the Agreement. The Agreement and all books, records and supporting documents related to the Agreement shall be available for review and audit by the Village and the federal funding entity, if applicable, and the Consultant agrees to cooperate fully with any audit conducted by the Village and to provide full access to all materials. Failure to maintain the books, records and supporting documents required by this subsection shall establish a presumption in favor of the Village for recovery of any funds paid by the Village under the Agreement for which adequate books, records and supporting documentation are not available to support their purported disbursement. The Consultant shall make the Documents available for the Village's review, inspection and audit during the entire term of this Agreement and three (3) years after completion of the Project as set forth herein and shall fully cooperate in responding to any information request pursuant to the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.* by providing any and all responsive documents to the Village.

11.3. The Consultant shall have the right to include among the Consultant's promotional and professional materials those drawings, renderings, other design documents and other work products that are prepared by the Consultant pursuant to this Agreement (collectively "Work Products"). The Village shall provide professional credit to the Consultant in the Village's development, promotional and other materials which include the Consultant's Work Products.

## **12. SAVINGS CLAUSE.**

12.1. If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of its requiring any steps, actions or results, the remaining parts or portions of this Agreement shall remain in full force and effect.

## **13. NON-WAIVER OF RIGHTS.**

13.1. No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under this

agreement shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

13.2. This Agreement shall not prohibit the Consultant from providing engineering Services to any other public or private entity or person. In the event that the Consultant provides Services to a public or private entity or person, the Village, at its sole discretion, may determine that such Services conflict with a service to be provided to the Village by Consultant, and the Village may select another civil engineer and/or land surveyor to provide such Services as the Village deems appropriate.

#### **14. THE VILLAGE'S REMEDIES.**

14.1. If it should appear at any time prior to final payment that the Consultant has failed or refused to prosecute, or has delayed in the prosecution of, the Services to be provided pursuant to this Agreement with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has attempted to assign this Agreement or the Consultant's rights under this Agreement, either in whole or in part, or has falsely made any representation or warranty, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Agreement or has failed to pay its debts as they come due ("Event of Default"), and has failed to cure, or has reasonably commenced to cure any such Event of Default within fifteen (15) business days after Consultant's receipt of written notice of such Event of Default, then the Village shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

14.1.1. The Village may require the Consultant, within such reasonable time as may be fixed by the Village, to complete or correct all or any part of the Services that are defective, damaged, flawed, unsuitable, nonconforming, or incomplete and to take any or all other action necessary to bring Consultant and the Services into compliance with this Agreement;

14.1.2. The Village may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Services or part thereof and make an equitable reduction in the Contract Price;

14.1.3. The Village may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement except for amounts due for Services properly performed prior to termination;

14.1.4. The Village may withhold any progress payment or final payment from the Consultant, whether or not previously approved, or may recover from Consultant, any and all costs but not exceeding the amount of the Contract Price, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default or as a result of actions taken by the Village in response to any Event of Default; or

14.1.5. The Village may recover any damages suffered by the Village as a result of the Consultant's Event of Default.

14.2. In addition to the above, if Consultant fails to complete any required Services pursuant to this Agreement, the Village shall be entitled to liquidated damages in the amount of five hundred dollars (\$500.00) per day for each day the Services remains uncompleted. This amount is not a penalty, and the parties agree to said amount given the difficulties associated with determining or calculating damages to the Village in the event the required Services are not completed on time.

**15. NO COLLUSION.**

15.1. The Consultant hereby represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Consultant is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of the tax, as set forth in 65 ILCS 5/11-42.1-1; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.* The Consultant hereby represents that the only persons, firms, or corporations interested in this Agreement are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Consultant has in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant shall be liable to the Village for all loss or damage that the Village may suffer thereby, and this Agreement shall, at the Village's option, be null and void and subject to termination by the Village.

**16. ENTIRE AGREEMENT.**

16.1. This Agreement sets forth all the covenants, conditions and promises between the parties, and it supersedes all prior negotiations, statements or agreements, either written or oral, with regard to its subject matter. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this Agreement.

**17. GOVERNING LAW AND VENUE.**

17.1. This Agreement shall be governed by the laws of the State of Illinois both as to interpretation and performance.

17.2. Venue for any action brought pursuant to this Agreement shall be in the Circuit Court of Cook County, Illinois.

**18. NOTICE.**

18.1. Any notice required to be given by this Agreement shall be deemed sufficient if

made in writing and sent by certified mail, return receipt requested, by personal service, or by electronic transmission to the persons and addresses indicated below or to such other addresses as either party hereto shall notify the other party of in writing pursuant to the provisions of this subsection:

If to the Village:

Village Manager  
Village of Oak Park  
123 Madison Street  
Oak Park, Illinois 60302  
Email: [villagemanager@oak-park.us](mailto:villagemanager@oak-park.us)

If to the Consultant:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Email: \_\_\_\_\_

18.2. Mailing of such notice as and when above provided shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

18.3. Notice by electronic transmission shall be effective as of date and time of electronic transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 a.m. to 5:00 p.m. Chicago time). In the event electronic notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission.

## **19. CONFIDENTIALITY.**

19.1. With respect to the disclosure of data or other information by the Village, the Village's employees or the Consultant, whether written or verbal, the other party shall hold all information in strict confidence for as long as the information remains confidential and shall not publicly or otherwise disclose such data or information unless as required by law. The Village and the Consultant shall never disclose or make any use of any data or information and never copy any such data or information or remove it from the other's premises, except if such use as is required in the performance of the Consultant's duties for the Village. Before providing any data or other information to a third party, the disclosing party shall secure the permission of the other party in writing to provide such data or other information to the third party.

19.2. The obligation set forth in Section 19.1 above shall not apply if: (i) the information to be disclosed has otherwise become public knowledge through no fault of the disclosing party where the disclosing person was not under an obligation not to disclose such information; (ii) the information to be disclosed was available to the disclosing party prior to its disclosure; (iii) the information is independently developed by the disclosing party; or (v) the information is disclosed as required by law.

19.3. The Village and the Consultant shall always use all necessary and reasonable precautions to assure that all information and data is properly protected and kept from unauthorized persons and shall do so pursuant to current industry standards for data

protection and privacy. All information, documents, records and other materials provided by the Village or the Consultant shall be returned to the other party upon the termination or expiration of this Agreement.

19.4. The Consultant shall fully comply with all federal and state confidentiality laws, rules and regulations regarding its performance of this Agreement, including, but not limited to, the federal Health Insurance Portability and Accountability Act (HIPAA) and rules and regulations promulgated pursuant to the HIPAA.

19.5. The provisions of this Section 19 shall survive the termination or expiration of this Agreement and shall remain binding upon the Village and the Consultant.

**20. BINDING AUTHORITY.**

20.1. The individuals executing this Agreement on behalf of the Consultant and the Village represent that they have the legal power, right, and actual authority to bind their respective parties to the terms and conditions of this Agreement.

**21. HEADINGS AND TITLES.**

21.1. The headings or titles of any provisions of this Agreement are for convenience or reference only and are not to be considered in construing this Agreement.

**22. COUNTERPARTS; FACSIMILE OR PDF SIGNATURES.**

22.1. This Agreement shall be executed in counterparts, each of which shall be considered an original and together shall be one and the same Agreement.

22.2. A facsimile or pdf/email copy of this Agreement and any signatures thereon will be considered for all purposes as an original.

**23. EFFECTIVE DATE.**

23.1. As used in this Agreement, the Effective Date of this Agreement shall be the date that the Village manager for the Village of Oak Park executes this Agreement as set forth below.

**24. AUTHORIZATIONS.**

24.1. The Consultant's authorized representatives who have executed this Agreement warrant that they have been lawfully authorized by the Consultant's board of directors or its by-laws to execute this Agreement on its behalf. The Village Manager warrants that she has been lawfully authorized to execute this Agreement. The Consultant and the Village shall deliver upon request to each other copies of all articles of incorporation, bylaws, resolutions,



ordinances or other documents which evidence their legal authority to execute this Agreement on behalf of their respective parties.

**25. EQUAL OPPORTUNITY EMPLOYER.**

25.1. The Consultant is an equal opportunity employer and the requirements of 44 Ill. Adm. Code 750 APPENDIX A and Chapter 13 (“Human Rights”) of the Oak Park Village Code are incorporated herein as though fully set forth. The Consultant shall not discriminate against any employee or applicant for employment because of race, sex, gender identity, gender expression, color, religion, ancestry, national origin, veteran status, sexual orientation, age, marital status, familial status, source of income, disability, housing status, military discharge status, or order of protection status or physical or mental disabilities that do not impair ability to work, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization. The Consultant shall comply with all requirements of Chapter 13 (“Human Rights”) of the Oak Park Village Code.

25.2. In the event of the Consultant’s noncompliance with any provision of Chapter 13 (“Human Rights”) of the Oak Park Village Code, the Illinois Human Rights Act or any other applicable law, the Consultant may be declared non-responsible and therefore ineligible for future Agreements or subcontracts with the Village, and the Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

25.3. In all solicitations or advertisements for employees placed by it on its behalf, the Consultant shall state that all applicants will be afforded equal opportunity without discrimination because of race, sex, gender identity, gender expression, color, religion, ancestry, national origin, veteran status, sexual orientation, age, marital status, familial status, source of income, disability, housing status, military discharge status, or order of protection status or physical or mental disabilities that do not impair ability to work.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK -  
SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be signed by their duly authorized representatives on the dates set forth below.

**VILLAGE OF OAK PARK**

**[full name of Contractor - capitalized]**

\_\_\_\_\_  
By: Cara Pavlicek  
Its: Village Manager

\_\_\_\_\_  
By:  
Its:

Date: \_\_\_\_\_, 2020

Date: \_\_\_\_\_, 2020

**ATTEST**

**ATTEST**

\_\_\_\_\_  
By:  
Its:

\_\_\_\_\_  
By:  
Its:

Date: \_\_\_\_\_, 2020

Date: \_\_\_\_\_, 2020