



PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter referred to as the “Agreement”) is effective as of November 1, 2023, between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter referred to as the “Village”), and Beyond Hunger, an Illinois not-for-profit corporation (hereinafter referred to as the “Consultant”) (the Village and the Consultant may, at times, be referred to collectively as the “Parties” or individually as a “Party”).

RECITALS

WHEREAS, the Village shall have the Consultant perform food pantry services for asylum seekers residing in the Village (hereinafter referred to as the “Project”) pursuant to the Consultant’s Proposal dated October 27, 2023 (hereinafter the “Consultant’s Proposal”), attached hereto and incorporated herein by reference, and this Agreement; and

WHEREAS, the Village shall use funds from the Supporting Municipalities Asylum Seeker Services grant the Village received from the Metropolitan Mayors Caucus in order to fund the Project (hereinafter referred to as the “Grant”).

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

1. RECITALS INCORPORATED.

The above recitals are incorporated herein as though fully set forth.

2. SERVICES OF THE CONSULTANT.

2.1. The Consultant shall provide the Services set forth in the Consultant’s Proposal (hereinafter referred to as the “Services”) after receiving written authorization by the Village. The Village shall approve the use of subconsultants 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 as required by the grant. 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 the provisions of the Consultant's Proposal and this Agreement, this Agreement shall control to the extent of such conflict.

2.4. Village Authorized Representative. The Village Manager or the Village Manager'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 18 of this Agreement.

2.5. The Consultant's Authorized Representative. In connection with the foregoing and other actions to be taken under this Agreement, the Consultant hereby designates its Chief Executive Officer Michele Zurakowski 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 contractor 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 the 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 the Services hereunder.

3. COMPENSATION FOR SERVICES.

3.1. The Village shall compensate the Consultant for the Services in an amount not to exceed \$40,000.00 (the "Contract Price"). The Consultant shall be paid 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. The maximum interest to be charged for late payment is 1% per month or 12% per annum as provided in that Act.

3.2. The Village may, at any time by written order, make changes within the general scope of this Agreement and in the Services to be performed by the Consultant. If such changes cause an increase or decrease in the amount to be paid to the Consultant or the 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 services for which additional compensation will be charged by the Consultant shall be furnished without the written authorization of the Village.

4. TERM AND TERMINATION.

4.1. This Agreement shall take effect on November 1, 2023 and shall expire on February 6, 2024 pursuant to the terms of the Grant.

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 is effective unless the terminating Party gives the other Party not less than ten (10) calendar days' 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 third-party injuries, deaths, losses, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, including, but not limited to, reasonable attorneys' fees and court costs (hereinafter referred to as "Claims") incurred by the Village, its officers, officials, agents, employees, and volunteers to the extent caused by a negligent act or omission in the performance of the Services by the Consultant, its employees, or subconsultants, 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, whichever date is reached first. All insurance policies, except professional liability insurance, shall be written with insurance companies licensed 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 thirty (30) days prior written notice is given to the Village. This provision 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 thirty (30) days written notice to the certificate holder named to the left." The Consultant shall require any of its subcontractors to maintain insurance as set forth in this Section 6.

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. Coverage for all claims arising out of the Consultant's operations or premises, anyone directly or indirectly employed by the Consultant.

(B) **Workers' Compensation:**

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

(C) **Comprehensive Automobile Liability:**

- i. Comprehensive Automobile Liability coverage shall 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
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(D) **Umbrella:**

- i. Limits:

Each Occurrence/Aggregate	\$3,000,000.00
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- (F) The Village, its officers, officials, employees, agents, and volunteers shall be named as additional insureds on all insurance policies set forth herein except workers' compensation and professional liability/malpractice. 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, officials, employees, agents, 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 Services.

6.4. The Consultant understands and agrees that, except as to professional liability, 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, its officers, officials, employees, agents, and volunteers as herein provided. Except on its professional liability policy, the Consultant waives and shall have its insurers 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 to this Agreement and to the partners, successors, executors, administrators, and assigns of such other Party in respect to all covenants of 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, 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 specifications, reports, and other professional 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 comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to the performance of the Services under this Agreement. The Consultant shall further comply with the requirements of the Grant.

11. DOCUMENTS AND BOOKS AND RECORDS.

11.1. Reports, examinations, information, observations, calculations, notes, and any other reports, documents, data, or information, in any form, collected or received by the Consultant in connection with any or all of the Services to be provided pursuant to this Agreement (the "Documents") shall be and remain the property of the Village upon completion of the Services 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.

11.2. The Consultant's Documents and records pursuant to this Agreement shall be maintained and made available during performance of the Services under this Agreement and for three (3) years after the completion of any Services. The Consultant shall give prior notice to the Village of any Documents to be disposed of or destroyed and the intended date of such destruction, which date 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 to destroy said Documents and to require the Consultant to deliver same to the Village at the Village's expense. The Consultant and any subcontractors 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 paid in conjunction with the Agreement. All books, records, and supporting documents related to this Agreement shall be available for review and audit by the Village and any federal, state, or local 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 section shall establish a presumption in favor of the Village for recovery of any funds paid by the Village under this 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 for three (3) years after the completion of the Services as set forth herein and shall cooperate in responding to any information request pursuant to the Illinois Freedom of Information Act, 5 ILCS 140/1, *et seq.* ("FOIA"), by providing any and all responsive documents to the Village.

11.3. The Consultant shall furnish any records related to this Agreement and any documentation related to the Village as required under any FOIA request within five (5) business days after the Village issues notice of such a request to the Consultant. The Consultant shall not apply any costs or charge any fees to the Village regarding the procurement of records required pursuant to any FOIA request. The Consultant agrees to defend, indemnify, and hold harmless the Village, and its officers, officials, employees, agents, and volunteers, and agrees to pay all reasonable costs connected therewith (including, but not limited to reasonable attorneys' and witness fees, filing fees, and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from the Consultant's actual or alleged violation of FOIA, or the Consultant's failure to furnish all documentation related to a request within five (5) days after the Village issues a notice of a request. Furthermore, should the Consultant request that the Village utilize a lawful exemption available under FOIA in relation to any FOIA request thereby denying that request, the Consultant shall pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees, and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. The Consultant shall defend, indemnify, and hold harmless the Village, its officers, officials, employees, agents, and volunteers, and shall pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees, and any other expenses) to defend any denial of a FOIA request resulting from the Consultant's request to utilize a lawful exemption to the Village.

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 it 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.

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 the 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 actions necessary to bring the 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 any 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; or

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

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 the 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 the Consultant has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant shall be liable to the

Village for any losses or damages 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. The Parties expressly waive trial by jury in any judicial proceeding involving, directly or indirectly, any matter (whether sounding in tort, contract, or otherwise) in any way arising out of, related to, or connected with this Agreement or the relationship established hereunder.

17.2. Venue for any action 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

If to Grantee:

Michele Zurakowski
Beyond Hunger
848 Lake Street
Oak Park, Illinois 60301
Email: Michele@gobeyondhunger.org

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 facsimile or 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. The Consultant shall not disclose any and all proprietary and/or confidential information as defined by applicable law that is received by the Consultant in the course of providing services to the Village without the prior written consent of an authorized representative of the Village or as required by law.

19.2. The Consultant shall not copy any proprietary and/or confidential Information or remove it from the Village's premises, except such use as is required in the performance of the Consultant's duties for the Village.

19.3. The Consultant shall always use all reasonable precautions to assure that all proprietary and/or confidential information is properly protected and kept from unauthorized persons.

19.4. Upon termination of this Agreement, the Consultant shall return to the Village all written, taped, or other descriptive matter, including, but not limited to drawings and diagrams, descriptions, and other papers and documents provided to the Consultant by the Village in connection with the services rendered under this Agreement which may contain proprietary and/or confidential information.

20. HEADINGS AND TITLES.

20.1. 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.

21. COUNTERPARTS; FACSIMILE, OR PDF SIGNATURES.

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

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

22. EFFECTIVE DATE.

22.1. As used in this Agreement, the Effective Date of this Agreement shall be November 1, 2023.

23. AUTHORIZATIONS.

23.1 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 he has been lawfully authorized to execute this Agreement on behalf of the Village. 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 Party.

24. EQUAL OPPORTUNITY EMPLOYER.

24.1. 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, 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.

24.2. 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 this 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.

24.3. 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, order of protection status, or physical or mental disabilities that do not impair ability to work.

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SIGNATURE PAGE FOLLOWS]**

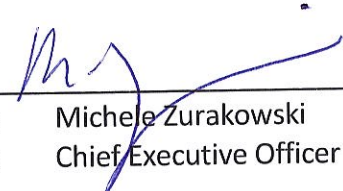
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed by their duly authorized representatives on the dates set forth below.

VILLAGE OF OAK PARK

By: Kevin J. Jackson
Its: Village Manager

Date: _____, 2023

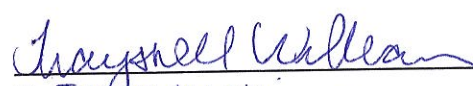
BEYOND HUNGER



By: Michele Zurakowski
Its: Chief Executive Officer

Date: 1/11, 2023⁴

ATTEST



By: Trayshell Williams
Its: Home Delivery Assistant

Date: 1/11, 2023⁴