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# A G E N D A

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MEETING OF THE PRESIDENT &  
BOARD OF TRUSTEES OF THE TOWN OF CICERO  
IL., COUNCIL CHAMBERS, CICERO TOWN HALL

***TUESDAY, JUNE 13, 2023 - 10:00 AM***

THE PRESIDENT AND BOARD OF TRUSTEES WELCOME YOU AS OBSERVERS TO THIS PUBLIC MEETING. YOU ARE REMINDED THIS MEETING IS FOR THE DELIBERATIONS OF THE PRESIDENT & BOARD OF TRUSTEES IN CONTRAST TO A PUBLIC HEARING WHERE MEMBERS OF THE TOWN OF CICERO ARE ENCOURAGED TO PARTICIPATE. UNLESS INVITED BY THE PRESIDENT TO SPEAK, OBSERVERS ARE REQUESTED NOT TO INTERRUPT THE MEETING IN ORDER THAT THE CONCERNS OF THE TOWN OF CICERO MAY BE ATTENDED TO EFFICIENTLY. IF YOU ARE RECOGNIZED BY THE PRESIDENT TO SPEAK, PLEASE APPROACH THE PODIUM, ANNOUNCE YOUR NAME & ADDRESS AND DIRECT YOUR REMARKS TO THE PRESIDENT AND BOARD OF TRUSTEES:

1. **Roll Call - 10:00 A.M.**

2. **Pledge of Allegiance to the Flag**

3. **Approve minutes of the previous meetings**

4. **Presentation**

A) Homes For A Changing Region

5. **Approval of Bills**

A) List of Bills-Warrant# 11, Manual Checks & Online Payments

B) Payroll

4

6. **Permits**

A) Good Shepard Church

21

B) Our Lady Of The Mount

23

7. **Block Party Permit**

A) 1500 61st Avenue

32

B) 5000 25th Place

36

C) 3600 55th Court

40

8. **Ordinances**

A) An Ordinance Adopting Chapter 2 , Article VI, Division 4 Of The Code Of Ordinances Of The Town Of Cicero, Illinois Regarding Property Tax Incentive Classifications For The Town.	44
B) An Ordinance Amending Chapter 94, Section 94-184 Of The Code Of Ordinances Of The Town Of Cicero, Illinois, Regarding The Schedule Of One-Way Streets For The Town.	50
C) An Ordinance Amending Various Sections Of Chapter 10 Of The Code Of Ordinances Of The Town Of Cicero, Illinois Regarding Video Gaming For The Town.	56
D) An Ordinance Authorizing The Town President To Enter Into A Certain License Agreement With The Cicero Housing Authority For The Town.	63
E) An Ordinance Amending An Agreement For The Purchase Of A Printer For The Town President's Office For The Town.	78
<b>9. <u>Resolutions</u></b>	
A) A Resolution Authorizing The Town President To Enter Into A Certain Agreement With Faust, Inc. DBA ABC Automotive Electronics To Provide Services To The Town.	90
B) A Resolution Authorizing The Town President To Enter Into Service Agreements With Fountain Pros LLC For The Town.	103
C) A Resolution Authorizing and Approving A Rider To An Agreement With All Around Amusement, Inc. For The Town.	113
D) A Resolution Authorizing And Approving A Certain Quote From Impact AEDs For The Purchase Of Automated External Defibrillators For The Town.	121
E) A Resolution Authorizing, Approving, And Ratifying A Grant Agreement With The Illinois Department Of Commerce And Economic Opportunity For The Town.	130
F) A Resolution Authorizing And Approving A Certain Invoice From North East Multi-Regional Training For Annual Dues For The Town.	183
G) A Resolution Authorizing The Town President To Enter Into A Certain Professional Services Agreement With Elemetal Care Health & Wellness Center, LLC To Provide Services To The Town.	192
H) A Resolution Authorizing And Approving A Consulting Services Agreement With Alliant Insurance Services, Inc. To Provide Insurance Brokerage Services To The Town.	206
I) A Resolution Appointing Certain Individuals To Specified Positions Within The Town.	224
J) A Resolution Authorizing And Approving The Settlement Of Litigation And The Execution Of A Certain Settlement Agreement In The Case Paula Alvarado V. Town Of Cicero For The Town.	229
K) A Resolution Authorizing And Approving The Settlement Of Litigation And The Execution Of A Certain Settlement Agreement In The Case Jairo Cardona V. Town	242

Of Cicero For The Town.

10. *New Business*

A) Recommendation By Director Of The Department Of Housing Of The Town Of Cicero To Reject All Responses To The Request For Proposals For Construction Management Services For The New Inclusive Park And To Release A New Request For Proposals Related Thereto.

11. *Citizen Comments (3 minute limit)*

12. *Adjournment*

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 04/06/2001 MCCANN, THOMAS, W  
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 06/20/2001 RAYGOZA FERNANDEZ, ROSALBA  
 07/10/2001 WALSH, JOHN, J  
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 06/01/2013 CASTELLANOS, ANTONIO  
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 06/10/2013 SWEATMAN, TONI, C  
 06/17/2013 ACOSTA, EDUARDO  
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 02/25/2014 BARRY, PAUL, O  
 02/25/2014 GRADY, DAVID, R  
 02/25/2014 MEDINA, TIMOTHY, W  
 02/25/2014 SATERNUS, MATTHEW, J  
 02/25/2014 TOKARZ, KENNETH  
 03/26/2014 GARCIA, JUDITH  
 04/22/2014 SWIATOWIEC, JUSTIN, M  
 05/28/2014 GALVEZ, GABRIEL  
 05/28/2014 HERNANDEZ, JAIME, D  
 05/30/2014 CUNDARI, FRANCESCA, A  
 05/30/2014 CUTIC, EDWARD  
 06/01/2014 WOOD, SHELLY  
 06/02/2014 VALDEZ, JUAN, V  
 06/04/2014 PESEK, JEFFRY, A  
 06/04/2014 TWOMEY, DANIEL, M  
 06/09/2014 GUZMAN, ROSARIO, C  
 06/10/2014 DOMINICK, ZACHARY, B  
 06/18/2014 SMITH, ROBERT  
 07/07/2014 ALBA, EDGAR  
 07/07/2014 ARLIS, KEVIN, R  
 07/07/2014 COVARRUBIAS, OSCAAR  
 07/07/2014 ROWE, HOPETON, O, JR  
 07/09/2014 HRABAK, REID  
 07/09/2014 XERIKOS, ANDY  
 08/13/2014 BROPHY, PATRICK, S  
 08/13/2014 CHICO, ANTHONY, R  
 08/13/2014 CONLEY, GARY, L  
 08/13/2014 LOPRESTI, MATTHEW, J  
 08/13/2014 MAGANA, ANTHONY, L  
 08/13/2014 ZIBUTIS, BENJAMIN, A  
 08/14/2014 D'ANGELO, DOLORES  
 09/03/2014 HRABAK, KIMBERLY  
 09/10/2014 MARCOLINI, JONATHON, W  
 09/10/2014 PEREZ, DANIEL, A  
 09/10/2014 THILL, MATTHEW, A  
 09/15/2014 AVILA, AZUCENA  
 09/22/2014 MUROS, JOSEFINA

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09/22/2014 QUINONES, MANUEL  
 09/30/2014 GRAJEDA, ARMANDO  
 10/09/2014 ARIAS, CAROLYN  
 10/14/2014 MATTHIS, RICHARD  
 10/17/2014 WOLFF, DANIEL, A  
 11/01/2014 GUZMAN, LLAQUENI  
 11/01/2014 MALICKI, RICHARD  
 11/13/2014 VALERDI, ROCIO  
 01/05/2015 GARCIA, EVELYN  
 01/05/2015 MACIEL, ANTONIA  
 01/05/2015 OPALECKY, MATTHEW  
 01/05/2015 PORRAS, MARGARITO  
 02/13/2015 GRIMALDI, LINDA  
 04/06/2015 VERA, NESTOR  
 05/04/2015 MCDORMAN, PHILIP, A  
 05/11/2015 CURDA, JAMES, M  
 05/11/2015 GINNETTI, MATTHEW  
 05/11/2015 LAYTON, KEVIN, S  
 05/26/2015 ARMENTA, BRENDA  
 05/27/2015 HEREDIA, LIZSANDRA  
 05/27/2015 VILLA, CHRISTINA  
 06/01/2015 BAUTISTA, ELIAS  
 06/01/2015 HEREDIA, GUADALUPE  
 06/08/2015 GUTIERREZ, ORLANDO  
 06/08/2015 RIVERA, ARNOLDO  
 06/10/2015 ARROYO, IVAN  
 06/10/2015 FLORES, NICOLE  
 10/05/2015 LOPEZ, MARTIN  
 11/02/2015 SOTO, MARTIN  
 11/05/2015 ARMENTA, MARGARITA  
 11/28/2015 BUCIO, MICHAEL  
 11/30/2015 FULARA, ROBERT  
 01/11/2016 RANGEL, GEORGE, A  
 01/11/2016 SERRANO, JOSE, L  
 01/19/2016 CHAVARRY, CARLOS, A  
 04/11/2016 CERVANTES, EFRAIN  
 04/11/2016 RAMOS, REYNOL  
 04/27/2016 GUZMAN, JAIME  
 05/16/2016 DELGADO, ARCADIO  
 05/24/2016 RYAN, MARY RITA  
 05/24/2016 VARGAS, MARIA  
 06/05/2016 BAHOVICH, FRANK  
 06/05/2016 SOLANO, ANTHONY  
 06/06/2016 BAEZ, GIOVANNI  
 06/06/2016 COTTON, BRET  
 06/06/2016 JIMENEZ, JENNIKA  
 06/06/2016 MALDONADO, KAREN  
 06/06/2016 SERRANO, SENOBIO  
 06/07/2016 WOOD, KAYLA  
 06/10/2016 DEPASS, DAVID, W  
 08/15/2016 MANETTI, ZDENKA  
 10/03/2016 CERVANTES, LETICIA  
 10/03/2016 ORTEGA, JUANA, A  
 10/11/2016 GRIGORIO, VERONICA



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10/25/2016 QUIROGA, SANDRA  
 11/15/2016 MURRAY, LAURA, A  
 11/30/2016 MANGAN, JOHN  
 12/13/2016 MANOUZI, MALIKA  
 12/13/2016 OSTLER, WILLIAM  
 12/23/2016 DOMINICK, DIANA, J  
 01/09/2017 BELLO, BALDO, A  
 01/09/2017 CUCHNA, TAMARA, M  
 01/09/2017 JIMENEZ, JESUS, M  
 01/10/2017 PARRISH, VANESSA, N  
 03/07/2017 NAVIA, GEORGE  
 03/09/2017 BERLANGA, MARICELA  
 04/10/2017 ESPARZA, JULIO, C  
 04/24/2017 CHAVEZ, ANDRES  
 04/24/2017 DIAZ, EDUARDO  
 05/09/2017 POROD, ROBERT, F  
 05/24/2017 IRIZARRY, DANIEL  
 05/24/2017 SAUCEDO, CHRISTOPHER  
 05/31/2017 GALVAN, VINCENT  
 06/02/2017 MARTINEZ, BAILEY  
 06/02/2017 PONCE, JOSE  
 06/05/2017 CHAVARRY, RICHARD  
 06/05/2017 SALGADO, EVELYN  
 06/07/2017 QUIROGA, ADAM  
 06/12/2017 TEJEDA, PRINCESS  
 06/13/2017 WHITE, ROBERT  
 06/14/2017 VARGAS, CARLOS  
 09/06/2017 MCGRAW, ELIUD  
 10/10/2017 CORDOVA, FRANCESLYN, O  
 12/13/2017 TRABANINO, SAMUEL  
 12/13/2017 ZAMORA, IRMA  
 01/08/2018 AGUAYO, AARON  
 01/08/2018 MARTINEZ, MICHAEL  
 02/17/2018 RAYA, BENJAMIN  
 02/28/2018 NAGLE, JOHN  
 03/06/2018 MARLAR, BARRETT  
 04/27/2018 MIDELL, DANIEL  
 04/27/2018 MULBRANDON, JOEL  
 04/30/2018 DIAZ, VIOLET  
 05/07/2018 GARCIA, ALEJANDRO  
 05/07/2018 MARTINEZ, ALYXANDRA, L  
 05/07/2018 SALVATO, DAVID, C  
 05/29/2018 JAROSZ, JERRY  
 05/30/2018 CORTES, MARIA  
 05/30/2018 DAVALOS, JUAN, L  
 05/30/2018 MOTA, LUIS  
 05/30/2018 VILUMIS, MICHAEL  
 05/30/2018 ZEPEDA, JONATHAN  
 06/03/2018 BARRIOS, CHRISTIAN  
 06/03/2018 CASAS, DANIELA  
 06/03/2018 FLORES MATIAS, ISAAC  
 06/04/2018 CHAGOYA, EDUARDO  
 06/04/2018 TAPIA, JAZMIN  
 06/05/2018 CRUZ DURAN, STEVEN

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06/05/2018 SANCHEZ, ALIZAI  
 06/26/2018 BUSCEMI, ANGELO, D  
 06/26/2018 LUNA, FERNANDO  
 06/26/2018 SZCZEPANIAK, MALAKAI  
 07/20/2018 BLANKENSHIP, KYLE, P  
 07/30/2018 ALEJANDRO, RUPERTO, JR  
 07/30/2018 DELGADO, JENO, J  
 08/01/2018 DAHMS, JUSTIN  
 08/01/2018 GUTIERREZ, LUIS, M  
 09/11/2018 HERNANDEZ, OSCAR  
 09/24/2018 GOMEZ, JOSE, L  
 09/24/2018 VELAZQUEZ, JHOANNA  
 09/28/2018 RAY, SHIRLEY  
 10/01/2018 CANO, JESUS  
 10/15/2018 GARCIA, ISABEL, I  
 10/15/2018 LARA, ANA  
 10/29/2018 RODRIGUEZ, DANIEL, E  
 11/27/2018 BANCROFT, AMY, E  
 11/27/2018 PAWELSKI, DONNA, M  
 11/27/2018 TENBROECK, PERLA, D  
 12/03/2018 TORO, CHRISTIAN, A  
 02/12/2019 BANKS, SUSAN, L  
 02/25/2019 MORENO, JAVIER  
 02/27/2019 RODRIGUEZ, ANAHI, G  
 02/28/2019 CIUREJ, JAMES, J  
 02/28/2019 KRYGSHELD, STEVEN, A  
 02/28/2019 LEAHY, KEVIN, D  
 02/28/2019 PHILLIPS, PATRICK, W  
 02/28/2019 RUTKA, LEONARD, S  
 03/04/2019 FERNANDEZ, FELIX, JR  
 05/03/2019 KRAUT, FRANK  
 05/06/2019 TALLEN, DANIEL, M  
 05/14/2019 DARLING, RICHARD  
 05/14/2019 DOYLE, MATTHEW, K  
 05/28/2019 DIAZ, IZEL, E  
 05/29/2019 GARCIA BANCROFT, JOSHUA  
 05/29/2019 REZA, EDWIN  
 05/29/2019 VARGAS, EDWARD  
 06/17/2019 MALDONADO, ALEJANDRO  
 06/19/2019 DI GIULIO, PASQUALE  
 06/24/2019 ROBLEDO, JORGE, JR  
 07/23/2019 HUGHES, TERENCE, W, II  
 08/05/2019 HERNANDEZ, OMAR  
 09/03/2019 CARDONA, JAIRO  
 09/03/2019 GUTIERREZ MUNOZ, JUANA, M  
 09/03/2019 MALFEO, ALEXANDER  
 09/03/2019 RODRIGUEZ, SAMUEL  
 09/04/2019 DIAZ, CARLOS, E  
 09/05/2019 GALVEZ, MARIA, C  
 09/09/2019 HAYES, MIA, J  
 09/30/2019 ANDRADE, ANDREW  
 10/21/2019 VAIS, ANTHONY, J  
 11/04/2019 GARZA, FRED  
 11/04/2019 OROZCO, JOSE, L

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11/18/2019 ESCOBEDO, ALICE  
 11/30/2019 BLOOD, OLIVIA, R  
 12/09/2019 GUERRERO, ANTHONY  
 12/10/2019 CANNOVA, DOMINIC  
 12/14/2019 KUBELKA, DAVID  
 12/18/2019 PAREDES, JOSE  
 01/06/2020 BARAJAS, JOEL  
 01/06/2020 MARTINEZ, LUIS, D  
 01/06/2020 RAMIREZ, EDMOND  
 01/14/2020 HICKMAN, ADAM, D  
 01/27/2020 CERVANTES, DIDIER  
 01/27/2020 RANIERI, NADIA  
 02/04/2020 PAREDES, ANA, L  
 03/10/2020 VAVAL, CHRISTOPHER, M  
 05/26/2020 SERNA, ADRIANA  
 06/06/2020 CUNDARI, CARA, L  
 06/09/2020 EUKOVICH, THOMAS, G  
 06/18/2020 CRUZ, BRIAN  
 06/29/2020 JOHNSON, CORNELIUS  
 07/06/2020 GALLEGOS, MARIA, A  
 07/08/2020 RIVERA, DIEGO, A  
 08/12/2020 OLIVA, VICTOR  
 08/31/2020 QUIROZ, LIO, A  
 09/08/2020 JAIMES, DIEGO  
 09/09/2020 VARGAS PENA, EVENCIO  
 09/14/2020 GONZALEZ, GUSTAVO  
 09/14/2020 KOEHLER, MICHAEL, D  
 09/30/2020 HERNANDEZ, BRANDEN  
 10/27/2020 DOMINICK, DANIELLE  
 12/03/2020 CASTRO, JUAN, M  
 12/07/2020 LAZCANO, GENARO  
 12/07/2020 MURPHY, BRENDAN, R  
 12/07/2020 SCHAEFFER, GRAHAM, P  
 12/07/2020 SICILIANO, JAMES, A  
 01/04/2021 ANGELES, OMAR  
 01/04/2021 BAHENA, FRANCISCO, J  
 01/04/2021 ENRIQUEZ, ADRIAN, M  
 01/04/2021 RAUBA, MARTIN, D  
 01/12/2021 OJEDA, JUAN, C  
 01/13/2021 RAUBA, MARISSA, M  
 01/14/2021 RAMIREZ, PERLA, J  
 02/09/2021 SCHWAR, STEPHEN, F  
 03/01/2021 RODRIGUEZ, DANIEL  
 03/08/2021 RAMIREZ, RAMIRO  
 03/15/2021 SETLAK, JESSICA, L  
 03/22/2021 VALDEZ, NINA  
 04/12/2021 AHMAD, ALI  
 04/12/2021 CRANSTON, ROBERT, J  
 04/12/2021 GOCAL, MATTHEW, R  
 04/12/2021 LUPE-CANINO, ANTHONY, A  
 04/12/2021 ROCHKUS, NICHOLAS, A  
 04/12/2021 SCHLUSEMANN, CODY, A  
 04/19/2021 MARQUEZ, ANDREW, R  
 05/03/2021 BANDA, ALONDRA, M

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05/03/2021 COCTECON, OMAR, D  
 05/03/2021 HARO, KEVIN  
 05/03/2021 HEREDIA, EMANUEL  
 05/10/2021 RIVERA-PEREZ, ANAHID  
 05/10/2021 SOSA, REBECCA  
 06/01/2021 JAIMES, DAVID  
 06/01/2021 LOZA, ELIZABETH, M  
 06/01/2021 MARTINEZ, GILIANNEE, I  
 06/02/2021 REYES, JOSHUA  
 06/03/2021 MARTINEZ, GAEL  
 06/03/2021 MARTINEZ, GARETH, I  
 06/03/2021 NAVAL, JENNIFER  
 06/03/2021 OROZCO, LUIS, D  
 06/04/2021 BARRAGAN, DESTINY, G  
 06/04/2021 BARRAGAN, JASMIN  
 06/04/2021 BUSCEMI, DOMINICK, A  
 06/04/2021 DELGADILLO, BERENISE  
 06/05/2021 SAN PEDRO, EDGAR  
 06/05/2021 SAN PEDRO, LESLIE, G  
 06/06/2021 ROMERO, LUIS, R  
 06/09/2021 MENDEZ, NATHAN, M  
 06/09/2021 RAMIREZ, SAMANTHA  
 06/10/2021 OWCZAREK, JEFFREY, R  
 06/14/2021 AITCHESON, JAMES  
 06/14/2021 AYALA, SALVADOR  
 06/14/2021 MARCOLINI, ZACHARY, A  
 06/16/2021 COBOS, ISIDRO  
 06/19/2021 VIRGEN, JOSE  
 06/28/2021 MACARENO, INAN  
 06/28/2021 MERCADO, ALAN, E  
 06/28/2021 MORALES, BENJAMIN  
 06/28/2021 MORENO, BRYAN  
 07/15/2021 CHAGOYA, JESUS, M  
 07/19/2021 NUNO, GABRIELA  
 08/11/2021 MORRO, GERALD, A  
 08/25/2021 WEBER, SUSAN, M  
 08/29/2021 MEJIA, ANGELICA  
 08/30/2021 DISTOR, SYRON  
 09/01/2021 POLASKI, JAMES, R  
 09/06/2021 SAVAGE, EDWARD  
 09/07/2021 SUMERACKI, LESLEY  
 09/13/2021 GARZA, BRYAN, A  
 09/13/2021 GARZA, KATHIE, M  
 09/18/2021 SANCHEZ, ARMANDO, E  
 09/23/2021 JARAMILLO, JAVIER  
 09/27/2021 TORRES GARCIA, MIGUEL  
 10/04/2021 BOYLE, THOMAS, P  
 10/04/2021 SANCHEZ, CARLA, Y  
 10/25/2021 WOLFF, MICHAEL, A  
 11/08/2021 BANDA, RAYMUNDO  
 11/15/2021 URIOSTEGUI, ADRIAN  
 11/22/2021 MIJARES, BRENDAN, A  
 11/22/2021 RAMIREZ, CLAUDIA, I  
 11/29/2021 RIVERA, GEOVANNY

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12/06/2021 CERRITOS, ALEJANDRO  
12/06/2021 VERNE, GIANCARLO  
12/13/2021 DIAZ, ESPERANZA, L  
12/14/2021 GARCIA, JUDITH  
12/18/2021 MARTINEZ, MICHAEL, A  
01/04/2022 AVILA, MIGUEL  
01/04/2022 GARDUNO, OMER  
01/04/2022 JOHANSEN, KYLE, A  
01/04/2022 LARA, RICHARD  
01/05/2022 GARCIA, DANIEL, S  
01/10/2022 ALMADER TORRES, JOVITA  
01/10/2022 LAVERY, ADAM, S  
01/10/2022 LOEZA, FRANK  
01/10/2022 PALAFOX, CESAR, G  
01/10/2022 SHEEHAN, CONNOR, M  
01/10/2022 VALENTI, JESSE, A  
01/12/2022 RENTERIA, ANTHONY, V  
01/19/2022 YARBROUGH, LESIA, M  
01/24/2022 DIAZ, EDNA  
02/07/2022 NOWAK, MARK, A  
02/07/2022 TEMES, DELORES, R  
02/23/2022 ALVA, ERIKA  
02/28/2022 RODRIGUEZ, KATRIN, T  
03/01/2022 HURD, BRANDON, T  
03/01/2022 KUBICA, FRANCESCA, K  
03/01/2022 RUGGIERO, STEVEN, P  
03/01/2022 SWISTEK, AFTON, D  
03/09/2022 ZAMBRANO, ANTONIO  
03/22/2022 VARGAS, BLANCA, M  
04/11/2022 CRUZ ANAYA, IDALIA  
04/11/2022 MENDOZA, ULISSES  
04/11/2022 WALCZAK, RYAN  
04/16/2022 RAMIREZ, SALVADOR  
05/02/2022 CAMACHO CORNELIO, MARIA, I  
05/02/2022 CAMACHO-ELLISON, LETICIA, D  
05/02/2022 CARRILLO-GIRON, NESTOR, C  
05/02/2022 CHEVRY, DONNA, M  
05/02/2022 ESTRADA, CHRISTOPHER, A  
05/02/2022 GRANGER, LYNETTE, K  
05/02/2022 HERVIEUX, OCEAN, N  
05/02/2022 JAMROK, JEFFREY, B  
05/02/2022 KNOWSKI, LISA, M  
05/02/2022 LANDERS, CAROLYN, K  
05/02/2022 MATHIS, SKYLAR, P  
05/02/2022 NOYOLA, PATRICIA  
05/02/2022 RAMOS, SALVADOR, I  
05/02/2022 RIZO, LILIANA, L  
05/02/2022 RIZZO, CARLO, J  
05/02/2022 RODRIGUEZ, AARON, R  
05/02/2022 SHAUL, JEREMY, B  
05/02/2022 SMITH, GLEN  
05/02/2022 WILLIAMS, PAMELA, J  
05/05/2022 VEGA, JACKLYN  
05/05/2022 VEGA, JENNIFER

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05/09/2022 CORNEJO, MARIA, C  
 05/23/2022 RAMOS, ROSALINDA  
 05/31/2022 GALLEGOS, MARA, A  
 06/06/2022 MANFRE, RYAN  
 06/08/2022 GONZALEZ, ALEJANDRO  
 06/15/2022 PAIZ, AUSTIN  
 06/21/2022 BONILLA, ANDRES, A  
 06/21/2022 GARCIA, VANESSA  
 06/21/2022 MAYORGA, VALENTINA  
 06/21/2022 SANTOS, SARAH  
 07/11/2022 ALMANZA, MARCY  
 07/11/2022 BAUTISTA, ANTHONY  
 07/11/2022 HEREDIA, AALIYAH  
 07/17/2022 HUITRON, IVAN  
 07/18/2022 MARTINEZ, ROLANDO  
 07/18/2022 MOORE, CHRISTOPHER  
 07/18/2022 REICHENBERGER, NATHAN  
 07/18/2022 TALBOT, NATHANIEL  
 08/15/2022 ARDOLINO, MEGHAN  
 08/15/2022 BUSTAMANTE, JAZMIN  
 08/15/2022 HERRERA, JASMINE  
 08/15/2022 WEINER, SAMANTHA  
 08/15/2022 WILLIS, FELICIA  
 08/25/2022 DIAZ, JESUS  
 08/25/2022 LEWANDOWSKI, NICHOLAS  
 08/25/2022 TAYLOR, JOHNNY  
 08/29/2022 DIAZ, ANTONIO  
 08/29/2022 GONZALEZ, ERICK  
 08/29/2022 MARTINEZ, NICHOLAS  
 08/29/2022 MORENO, ADRIAN  
 08/29/2022 NUNEZ, ALEX  
 08/29/2022 QUIROGA, ANTHONY  
 08/29/2022 WASHINGTON, JADA  
 09/06/2022 GRAJEDA, ROY  
 09/13/2022 SANDOVAL, RUBEN  
 09/15/2022 RABER, ALYSSA  
 09/19/2022 WILLIS, DELISHA  
 10/17/2022 MONTIEL, JOEL  
 10/17/2022 PEREZ-VARELA, RAUDEL  
 10/17/2022 SPURLOCK, JARROD  
 10/24/2022 ARELLANO, FELICIANO, JR  
 11/14/2022 GONZALEZ, OLIVIA  
 11/21/2022 MORALES, MARIO  
 12/08/2022 DIAZ DONATO, LUPITA  
 12/12/2022 REYES, ALICIA  
 12/14/2022 HUNTER, GEORGE  
 12/19/2022 RODRIGUEZ, EDUARDO  
 12/19/2022 ROSAS, DIANA  
 01/03/2023 CABRERA CERNA, CELIA  
 01/09/2023 BRIGGS, SAMANTHA  
 01/17/2023 FERNANDEZ, JOHN  
 01/23/2023 CAZARES, EMILIO, CHAVIRA  
 01/23/2023 HARRIS, THERESA  
 01/26/2023 SOTELO, DIEGO



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- 02/13/2023 VELA, BEANKA
03/07/2023 RIVAS, MARIA, G
03/13/2023 DEFRANCISCO, SAM
03/22/2023 RODRIGUEZ, MARK
04/03/2023 JOHNSON, PATRICK
04/04/2023 FARIAS-BARRON, RAMON
04/10/2023 BONILLA, FRANCISCO
04/17/2023 NOVOA, LUIS
04/20/2023 BONFANTE, JAVIER
04/24/2023 CARRILLO, ALEJANDRO
04/24/2023 GALVAN ACOSTA, MARIEL
05/01/2023 AVALOS-LANDEROS, ALEXIS
05/01/2023 JANOSEK, MATTHEW
05/01/2023 MOLARO, MARK
05/01/2023 NOVOA, DAVID
05/07/2023 REYES, CARMEN
05/11/2023 BENITEZ, IRIS
05/11/2023 DIAZ, ELYANA
05/11/2023 GONZALEZ, JACQUELINE
05/11/2023 OROZCO, AARON
05/11/2023 OROZCO, ISIDRO
05/15/2023 ARCE, JULIANA
05/15/2023 ESTRADA, MAIRA
05/15/2023 GONZALEZ, ANNETTE
05/15/2023 GORGAN, CHARLES
05/15/2023 IBARRA-MORENO, ABELARDO
05/15/2023 PURDY, BRYOR
05/15/2023 RAMIREZ, CHRISTIAN
05/15/2023 RAUZI, DANILO
05/18/2023 GIOVANNELLI, CHRISTOPHER
05/22/2023 HORODECKI, KAITLYN, E
05/22/2023 PIETURA, JOANNA
05/23/2023 HARRIS, MICHAEL
05/23/2023 JELIC, JEANEY
05/23/2023 MARTINEZ, RAUL
05/30/2023 HEREDIA, ANDREW
05/30/2023 HEREDIA, ANTHONY
05/30/2023 MCCANN, RYAN, T
05/31/2023 LOPEZ, CYNTHIA
06/05/2023 CERVANTES, STEVE

Total Employees: 850
Estimated Payroll Salary: 1,662,420.24

NOTE: Hourly rates not included in estimated payroll salary

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EMPLOYEES BY

TCHR97

TIME 10:40:24

HIRE DATE

LDONATO

HIRE DATE NAME

LIBRARY

- 10/24/1988 GNAT HERNANDEZ, COLLEEN
- 08/19/1999 PARRILLA, VANESSA
- 10/16/2000 CONROY, PATRICIA, M
- 11/01/2000 CRUZ, FRANCISCO, J
- 09/12/2001 PERALTA, BEATRIZ, A
- 10/14/2003 RIVERA, TOMASA
- 06/20/2005 TOMSCHIN, SANDRA
- 05/29/2008 SOLIS, ERICK, D
- 06/03/2008 CANALES, CECILIA
- 08/14/2009 JAIMES, RAUL, JR
- 08/04/2010 LOZA, LINDA, A
- 06/05/2013 HERNANDEZ, CRISTIAN, R
- 06/11/2013 HERNANDEZ, CHRISTIAN, S
- 06/11/2015 AVILA, ZAHID, A
- 10/13/2016 RODRIGUEZ, VERONICA
- 09/17/2018 ARROYO, PAOLINA, N
- 02/27/2019 BOWMAN, CAMILLE, L
- 03/14/2019 LEATO, KAREN, C
- 07/08/2019 MAGALLON, IRMA
- 08/06/2019 VALDES, AMEYALLI
- 11/04/2019 MACKOWIAK, JOAN, M
- 11/08/2019 ZAMUDIO, EMILY, M
- 09/08/2020 IBARRA, LUIS, R
- 07/30/2021 CARANNA, ANGEL, L
- 06/03/2022 LOERA, ISAAC
- 06/04/2022 NUSSBAUM, HANNAH
- 06/06/2022 SWEATMAN, HALEY
- 06/16/2022 DIAZ, ANGELIQUE
- 06/16/2022 MANJARREZ, JADE
- 08/22/2022 VARGAS, SAMANTHA
- 08/30/2022 SANTOS, DANIELLE
- 01/04/2023 HARRIS, KATRINA

Total Employees: 32  
 Estimated Payroll Salary: 27,626.18

NOTE: Hourly rates not included in estimated payroll salary





**Good Shepherd Church**  
 (A Congregation of Grace Communion International at [www.gci.org](http://www.gci.org))  
 5930 West 28<sup>th</sup> Street Cicero, Illinois 60804  
 (773) 547-4498  
[israel.hernandez@gci.org](mailto:israel.hernandez@gci.org)



April 20, 2023

Israel Hernandez  
**Pastor**

Tom Bartell  
**Co-Pastor**

Celia Ojeda  
**Pastoral Team**

Rachel Zavala  
**Treasurer**

Harry Kall  
**Pastor Emeritus**

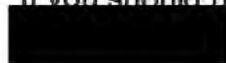
Mr. Larry Dominick, Town President, and  
 Cicero Board of Trustees  
 4937 West 25<sup>th</sup> Street  
 Cicero, Illinois 60804

My name is Israel Hernandez the pastor of the Good Shepherd Church. We are requesting permission to hold 3-car washes/rummage sales on our private property to raise money to send needy children of the Cicero community to a week-long Summer Camp this year as they pursue character building activities. No food or drinks will be served.

The following are dates that we are requesting permits for, with \*July 8<sup>th</sup> being a back-up rain date:

June 10, 2023  
 June 24, 2023  
 \*July 8, 2023 (rain date make-up)

If you should have any questions, please feel free to contact me by cell at



In His Service,



Israel Hernandez,  
 Pastor, Good Shepherd Church



**Good Shepherd Church**  
 (A Congregation of Grace Communion International at [www.gci.org](http://www.gci.org))  
 5930 West 28<sup>th</sup> Street Cicero, Illinois 60804  
 (773) 547-4498  
[israel.hernandez@gci.org](mailto:israel.hernandez@gci.org)



April 20, 2023

Israel Hernandez  
*Pastor*

Tom Bartell  
*Co-Pastor*

Celia Ojeda  
*Pastoral Team*

Rachel Zavala  
*Treasurer*

Harry Kall  
*Pastor Emeritus*

Mr. Larry Dominick, Town President, and  
 Cicero Board of Trustees  
 4949 West Cermak Road  
 Cicero, Illinois 60804

My name is Israel Hernandez, pastor of the Good Shepherd Church. This year, with the Town's support, we will hope to hold our Annual **'Back-to-School Fair'** community event. In past years, approximately 110-125 children/year have received free book bags along with school supplies and gifts with a retail value of approximately \$45. We are requesting two items for your approval:

1. We are asking permission/permit to hold our annual **'Back-to School Fair'** on **Saturday, August 5, 2023 from 12:00 PM to 3:00 PM.** Like previous years, the event will be held in our parking lot which is directly across from the church.

We will offer free school book bags and other school supplies which have been donated or supplied by our church to school-aged children on a first come basis. There will also be organized games and fun activities located in our parking lot across from the church. There will be **no charge** for anything. The event will be free to all who attend. *No food will be served.*

2. Additionally, as in the past years, we are requesting that a *fire truck* be deployed for 1-hour (approx.. from 1:00 to 2:00 pm) for children to see and interact with firemen up close. Last year, this was a huge highlight of the event for the children.

We thank you in advance for giving us the opportunity once again to be of service to the Cicero community in which our church is located and assist families to get their children back to school in a timely fashion well prepared with needed school supplies.

If you should have any questions, please feel free to contact me by cell at

[Redacted phone number]

In His service,

[Redacted signature]

Israel Hernandez,  
 Pastor, Good Shepherd Church





# Our Lady, *the* Mystical Rose Parish

Our Lady of the Mount Church

June 6<sup>th</sup>, 2023

Town of Cicero  
4937W. Cermak Road  
Cicero, IL 60804

Re: Permit for 16<sup>th</sup> Annual Queenship Festival

To Whom It May Concern:

The Purpose of this letter is to request a permit from The Town of Cicero to allow us to have our 16<sup>th</sup> Annual Parish Queenship Festival. The Event will consist of inflatable games, music, food, soft drinks, and beer run by Mary Queen of Heaven.

The planned Queenship Festival dates and times will be the following:

Starting	Wednesday	August 9 <sup>th</sup>	3:00 P.M.	to	10:00 P.M.
	Thursday	August 10 <sup>th</sup>	3:00 P.M.	to	10:00 P.M.
	Friday	August 11 <sup>th</sup>	3:00 P.M.	to	11:00 P.M.
	Saturday	August 12 <sup>th</sup>	12:00 P.M.	to	11:00 P.M.
Ending	Sunday	August 13 <sup>th</sup>	9:00 P.M.	to	10:00 P.M.

OLMR - Mary Queen of Heaven also request the following accommodations from the Town of Cicero:

1. Closure of 53<sup>rd</sup> Ave between 24<sup>th</sup> Street & 25<sup>th</sup> St. [up to alley] and all of 24<sup>th</sup> Place, between 53<sup>rd</sup> and 54<sup>th</sup> Ave). We request the closure to be barricaded beginning at 8am on Wednesday, August 9<sup>th</sup> and extending until approximately midnight on Sunday, August 13<sup>th</sup> by which time the street should be vacated by Mary Queen of Heaven.
  - a) The Parish parking lot on the corner of 53<sup>rd</sup> Ave and 24<sup>th</sup> Street will be available for resident parking only during the entire Queenship Festival.
  - b) Parking behind the main stage will be granted to vehicles related to our daily entertainment. Mary Queen of Heaven will manage the vehicle parking.

NOTE: The accompanying diagram illustrates the streets described above and shows the general layout of the event.

2. Periodic patrol of site during hours of operation to supplement our own security team.



## Our Lady, *the* Mystical Rose Parish

Our Lady of the Mount Church


3. Permission to use of remote parking areas during the Queenship dates as in the past. Remote parking areas: Cicero Public Library parking lot, The Old Town parking lot and corner lot on 25<sup>th</sup> street and Laramie Ave.
4. Temporary use of 40 trash containers and daily garbage pickup on Thursday, Friday, Saturday, and Sunday mornings.

We will obtain liquor and food safety licensing from the appropriate Town Departments as in the past. Please let me you need any additional information from us to consider this request.

(All festival activities will stop and close by the time mentioned; streets should remain closed until midnight for shutting down and clean up only.)

Thank you for your consideration. All of us at MQH are grateful for the assistance the Town of Cicero has given us over the years.



Eduardo de la Torre  
Our Lady, The Mystical Rose Parish - OLM  
Event Coordinator  
[edelatorre@maryqueenofheavenparish.org](mailto:edelatorre@maryqueenofheavenparish.org)  
Office: (708) 863-6608  
Cell: 







100% DIVERSION FAMILIAR / 100% FAMILY FUN

**AUGUST 9-13, 2023**

- Ticket Booth
- Beer Tent
- First Aid
- Booth Rental Space
- Food Prep.
- Eating Area
- Inflatable Games
- Music / Stage
- Security Team
- Restrooms (10 Regular 2 Handicap)
- Barricades
- Fence
- Water Sinks
- Food Tent
- Entrance / Exit Points

W 24th Street

2nd Stage

S 53rd Avenue

ENTRANCE



MQH Parish



School

Gym

- 0 T
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10

EXIT

S 53rd Ave.

Tent 20' x 60'

ENTRANCE

Alley

Alley



Main Stage

Emergency EXIT

W 24th Place

Parking: Djs / Groups / Bands

MQH Parking Lot  
Resident Parking

25

S 54th Avenue



Jessica Jaramillo <jjaramillo@thetownofcicero.com>

## 16th Annual Queenship Fest - ( August 9th - 13th, 2023)

1 message

Eduardo de la Torre <edelatorre@maryqueenofheavenparish.org>

Tue, Jun 6, 2023 at 12:32 PM

To: Jessica Jaramillo <jjaramillo@thetownofcicero.com>

Hello Jessica,

Thank you for all your help, Mi Kermes Festival was a complete success.

Attached, please receive the Queenship Fest Permit request letter along with the Certificates of insurance. I added one Certificate for the use of the Parking on the following address:

1. Corner Lot - 5142 W. 25th St, Cicero, IL 60804
2. Old Town Hall Parking Lot - 4941 W. 25th Pl, Cicero, IL 60804
3. Cicero's Public Library Parking Lot - 5225 W. Cermak Rd, Cicero, IL 60804

Once again, THANK YOU!

Eddie

--

### Our Lady, *the* Mystical Rose Parish

Mary Queen of Heaven Church / Our Lady of the Mount Church

5300 W. 24th Street


Cicero, IL 60804


O (708) 863-6608 ext: 121


M (312) 731-9423

edelatorre@maryqueenofheavenparish.org


#### 6 attachments


 **COI - Beyond Policy Period Ltr 2022-2023.doc**  
49K

 **COI - Illinois Liquor Control Commission.pdf**  
100K

 **COI - Parking.pdf**  
135K

 **COI - The Town of Cicero.pdf**  
100K

 **Queenship Fest - Permit Letter - 2023.pdf**  
957K

 **Map - Queenship Festival 2023.pdf**  
860K

June 6, 2023

Mr. Eduardo de la Torre  
Mary Queen of Heaven  
5300 West 24<sup>th</sup> Street  
Cicero, IL 60804

RE: Certificate of Insurance

Dear Mr. de la Torre:

**The Archdiocese of Chicago and its various locations as well as the Catholic Bishop of Chicago, a Corporation Sole, are insured through the Underwriters at Lloyd's London. The current General Liability Insurance Program policy number is BP1000922 and the policy period is July 1, 2022 to June 30, 2023.**

**As your request for a Certificate of Insurance is for a date beyond the current policy period, we are unable to provide a certificate showing that date at this time. As soon as the renewal is complete and we have all of the updated policy information, we will process the request. The new policy information should be available 7 - 10 days after the renewal date (July 1, 2023).**

**Should you have any questions or concerns, please contact me via email, facsimile or my direct phone number which are listed below.**

**Your patience at this time is much appreciated.**

Sincerely,

Kathy Flanagan

GALLAGHER BASSETT SERVICES  
PO Box 2934

Clinton, IA 52733-2934

O 630-282-0849  
www.gallagherbassett.com





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/6/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, LLC 2850 Golf Rd Rolling Meadows IL 60008		<b>CONTACT NAME:</b> Gallagher Bassett Services, Inc. <b>PHONE (A/C No., Ext):</b> 866-829-8486 <b>E-MAIL ADDRESS:</b> cbcceris@gbtda.com		<b>FAX (A/C No):</b> 855-858-0904
<b>INSURED</b> Catholic Bishop of Chicago 835 N. Rush St. Chicago IL 60611		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		<b>INSURER A:</b> Underwriters at Lloyd's London		15792
		<b>INSURER B:</b> American Alternative Insurance Corp		19720
		<b>INSURER C:</b> Safety National Casualty Corporation		15105
		<b>INSURER D:</b>		
		<b>INSURER E:</b>		
		<b>INSURER F:</b>		

**COVERAGES**

CERTIFICATE NUMBER: 1771689009

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			BP1000922	7/1/2022	7/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ Included MED EXP (Any one person) \$ Included PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ N/A PRODUCTS - COMP/OP AGG \$ Included
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BP1000922	7/1/2022	7/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 1,000,000			R2A2FF000000907	7/1/2022	7/1/2023	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			BP1000922 SP4067124	7/1/2022 7/1/2022	7/1/2023 7/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 5,000,000 E.L. DISEASE - EA EMPLOYEE \$ 5,000,000 E.L. DISEASE - POLICY LIMIT \$ 5,000,000
A	Liquor Liability			BP1000922	7/1/2022	7/1/2023	Occurrence \$ 1,000,000
B	Liquor Liability			R2A2FF000000907	7/1/2022	7/1/2023	Occurrence \$ 9,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

If additional insured status granted herein, coverage afforded by Endorsement 1 issued by Company A above.  
Mary Queen of Heaven, 5300 West 24th Street, Cicero, IL 60804

Proof of Insurance for "Annual Parish Queenship Festival" on Wednesday, August 9, 2023 (3:00 pm - 10:00 pm); Thursday, August 10, 2023 (3:00 pm - 11:00 pm); Friday, August 11, 2023 (3:00 pm - 11:00 pm); Saturday, August 12, 2023 (12:00 pm - 11:00 pm); and Sunday, August 13, 2023 (9:00 am - 10:00 pm) which includes the blocking of streets surrounding the church (53rd Avenue between 24th Street & 25th Street [up to alley] and all of 24th Place, between 53rd and 54th Avenue).

Additional Insured: The Town of Cicero

**CERTIFICATE HOLDER****CANCELLATION**

Illinois Liquor Control Commission  
50 W. Washington Street, Suite 209  
Chicago IL 60601  
USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE









**ADDITIONAL REMARKS SCHEDULE**

AGENCY Arthur J. Gallagher Risk Management Services, LLC		NAMED INSURED The Catholic Bishop of Chicago 835 N. Rush St. Chicago IL 60611	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Additional Insured: The Town of Cicero













Jessica Jaramillo <jjaramillo@thetownofcicero.com>

**Fwd: Block Party Petition 1500 61st Ave**

3 messages

**Lupita Diaz-Donato** <ldonato@thetownofcicero.com>

Tue, Jun 6, 2023 at 5:36 PM

To: Maria Arias <marias@thetownofcicero.com>, Jackie Melendez <jmelendez@thetownofcicero.com>, Jessica Jaramillo <jjaramillo@thetownofcicero.com>

----- Forwarded message -----

From: **Lupita Diaz-Donato** <ldonato@thetownofcicero.com>

Date: Tue, Jun 6, 2023 at 5:35 PM

Subject: Block Party Petition 1500 61st Ave

To: Thomas Boyle <tboyle@thetownofcicero.com>, Nicole Chlada <nchlada@thetownofcicero.com>

--  
Lupita Diaz Donato  
Town of Cicero  
Clerk's Office  
(708) 656-3600 Ext. 272

**Permit\_BlockParty\_1500\_61stAve\_6.13.23.pdf**  
1050K

**Lupita Diaz-Donato** <ldonato@thetownofcicero.com>

Thu, Jun 8, 2023 at 2:53 PM

To: Thomas Boyle <tboyle@thetownofcicero.com>, Nicole Chlada <nchlada@thetownofcicero.com>

Cc: Maria Arias <marias@thetownofcicero.com>, Jackie Melendez <jmelendez@thetownofcicero.com>, Jessica Jaramillo <jjaramillo@thetownofcicero.com>

Good afternoon Superintendent Boyle-

Can you please provide a recommendation for the block party petition above so it may be placed on our upcoming June 13th Board Meeting agenda.

The block party is scheduled for July 2, 2023.

If possible your immediate response before 6pm today would be appreciated.

Thank you,

Lupita

[Quoted text hidden]

**Permit\_BlockParty\_1500\_61stAve\_6.13.23.pdf**  
1050K

**Luis Gutierrez** <lgutierrez1@thetownofcicero.com>

Thu, Jun 8, 2023 at 4:12 PM

To: Nicole Chlada <nchlada@thetownofcicero.com>, Jessica Jaramillo <jjaramillo@thetownofcicero.com>

Cc: Matthew Ramirez <mramirez@thetownofcicero.com>, Nino Scimone <nscimone@thetownofcicero.com>, Thomas Boyle <tboyle@thetownofcicero.com>, Maria Arias <marias@thetownofcicero.com>, Jackie Melendez <jmelendez@thetownofcicero.com>

Good Afternoon,

The Police Department has no objections regarding this Block Party request.

If you have any questions, please do not hesitate to contact me. Thank you.

Luis M. Gutierrez  
1st Deputy Superintendent  
Cicero Police Department  
4901 West Cermak, Cicero, IL 60804  
Office - 708/652-2130 x 335, Cell - [REDACTED]

On Thu, Jun 8, 2023 at 4:10 PM Nicole Chlada <nchlada@thetownofcicero.com> wrote:  
Hi guys, anyone have thoughts on this block party permit?

----- Forwarded message -----

From: **Lupita Diaz-Donato** <ldonato@thetownofcicero.com>

Date: Thu, Jun 8, 2023, 2:54 PM

Subject: Re: Block Party Petition 1500 61st Ave

To: Thomas Boyle <tboyle@thetownofcicero.com>, Nicole Chlada <nchlada@thetownofcicero.com>

[Quoted text hidden]

[Quoted text hidden]









Lupita Diaz-Donato <ldonato@thetownofcicero.com>

**Block Party Petition 5000 and 25th Place**

4 messages

**Lupita Diaz-Donato** <ldonato@thetownofcicero.com>

Tue, Jun 6, 2023 at 6:09 PM

To: Thomas Boyle <tboyle@thetownofcicero.com>, Nicole Chlada <nchlada@thetownofcicero.com>  
Cc: Maria Arias <marias@thetownofcicero.com>, Jessica Jaramillo <jjaramillo@thetownofcicero.com>, Jackie Melendez <jmelendez@thetownofcicero.com>

--  
Lupita Diaz Donato  
Town of Cicero  
Clerk's Office  
(708) 656-3600 Ext. 272

**Permit\_BlockParty\_5000\_25thPlace\_6.13.23.pdf**  
1114K

**Jackie Melendez** <jmelendez@thetownofcicero.com>

Tue, Jun 6, 2023 at 6:20 PM

To: Lupita Diaz-Donato <ldonato@thetownofcicero.com>  
Cc: Thomas Boyle <tboyle@thetownofcicero.com>, Nicole Chlada <nchlada@thetownofcicero.com>, Maria Arias <marias@thetownofcicero.com>, Jessica Jaramillo <jjaramillo@thetownofcicero.com>

Received, thank you.  
[Quoted text hidden]

--  
Jackie Melendez  
Assistant Administrative Clerk/Accounts Payable

**Lupita Diaz-Donato** <ldonato@thetownofcicero.com>

Thu, Jun 8, 2023 at 3:00 PM

To: Thomas Boyle <tboyle@thetownofcicero.com>, Nicole Chlada <nchlada@thetownofcicero.com>  
Cc: Maria Arias <marias@thetownofcicero.com>, Jessica Jaramillo <jjaramillo@thetownofcicero.com>, Jackie Melendez <jmelendez@thetownofcicero.com>

Good afternoon Superintendent Boyle-  
Can you please provide a recommendation for the block party petition above so it may be placed on our upcoming June 13th Board Meeting agenda.  
The block party is scheduled for July 8, 2023.  
If possible your immediate response before 6pm today would be appreciated.  
Thank you,  
Lupita  
[Quoted text hidden]

**Permit\_BlockParty\_5000\_25thPlace\_6.13.23.pdf**  
1114K

**tboyle@thetownofcicero.com** <tboyle@thetownofcicero.com>

Thu, Jun 8, 2023 at 11:35 PM

To: Lupita Diaz-Donato <ldonato@thetownofcicero.com>

The police department has no issues with this block party request.

Sent from my iPhone

6/12/23, 11:25 AM

Town of Cicero Mail - Block Party Petition 5000 and 25th Place

On Jun 8, 2023, at 3:00 PM, Lupita Diaz-Donato <ldonato@thetownofcicero.com> wrote:

[Quoted text hidden]

<Permit\_BlockParty\_5000\_25thPlace\_6.13.23.pdf>

# CICERO BLOCK PARTY APPLICATION/PETITION

PREFERRED DATE FOR THE BLOCK PARTY: SATURDAY, AUGUST 26  
 BACK UP DATES FOR THE BLOCK PARTY: \_\_\_\_\_  
 ORGANIZER'S NAME: BRIAN PETRACEK AGE: 48 (must be at least 21 years old)  
 TELEPHONE NUMBER: \_\_\_\_\_ ADDRESS: \_\_\_\_\_  
 ENTERTAINMENT: (circle one) Band DJ RADIO

This application must be fully completed and submitted at least thirty days before the date of the block party to be considered. A non-refundable security and processing fee of \$250.00 (cash, certified check or money order) must be submitted to the Town of Cicero with this Application. Block parties shall only be permitted on Saturdays and Sundays between Memorial Day and Labor Day, inclusive. One block party will be permitted per block in any given year and a maximum of two block parties will be permitted on any single day. No block parties will be permitted on any state or national holiday.

WE, THE RESIDENTS OF THE 3600 BLOCK OF 55 CT. REQUEST THE  
 TOWN OF CICERO TO ISSUE A PERMIT TO HOLD A BLOCK PARTY ON 8/26/23  
 FROM 12:00 P.M. (NOON) TO 7:00 P.M.

(75% of the households in the designated location must sign the petition stating that they would like to hold the block party on the above date; use additional forms if necessary.)

ADDRESS (list every address on the block in numerical order)	TELEPHONE NUMBER OF THE HOUSEHOLD	SIGNATURE OF ONE RESIDENT OF THE HOUSEHOLD	DO YOU WANT A BLOCK PARTY ON THE ABOVE DATE? (Mark yes, no, not home or vacant house)
			yes
			yes
			yes
			yes
			yes
			yes
			yes
			yes
			yes
			yes

I, the abovementioned organizer, agree to remain at the block party for the duration of the block party and will comply with all applicable federal, state and local laws, statutes, ordinances, rules, regulations and orders. I understand that I must clean up and restore all public property to the condition that it was in prior to the block party, and return all Town-owned barricades and/or signs to the Town when due. I acknowledge and understand that if I fail to comply with the foregoing or if any attendee of the block party receives a ticket in connection with acts or omissions undertaken at the block party, then I will be ineligible to apply for a block party p

Organizer's Signature \_\_\_\_\_

Date: 6/7/23





## CICERO BLOCK PARTY CHECKLIST

(To be Completed by the Community Service Officer Assigned to the Block Party)

DATE AND TIME OF BLOCK PARTY: \_\_\_\_\_

LOCATION OF THE BLOCK PARTY: \_\_\_\_\_

ORGANIZER'S NAME: \_\_\_\_\_ TELEPHONE NUMBER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

COMMUNITY SERVICE OFFICER ASSIGNED: \_\_\_\_\_

Requirement	Completed	
	Yes/No	Time
Were temporary barricades removed from the roadway?		
Were temporary "No Parking" signs and street closure signs taken down/removed?		
Was trash picked up and thrown in proper receptacles?		
Was food disposed of or brought inside someone's residence?		
Were all alcoholic beverages properly disposed of or brought inside someone's residence?		
Were flyers and decorations removed?		
Were all tents, tables, chairs, grills, coolers and similar items removed from public property?		
Were all games, activities and music equipment removed from public property?		
Was the property generally cleaned up?		
Was the property restored to its previous condition?		
Additional Information	YES	NO
Did the block party end by 7:00 p.m.? If not, describe the reasons why _____		
Did the organizer and participants comply with your requests? If not, describe the circumstances _____		
List any issues (including, without limitation, criminal activity, fights, noise complaints, use of fireworks or property damage) that occurred at the block party: _____		
_____		
_____		
_____		
_____		
Signature of CSO: _____	Date: _____	
Signature of Water Department: _____	Date: _____	



LARRY DOMINICK  
Town President

**TOWN OF CICERO**  
4949 WEST CERMAK • CICERO, ILLINOIS 60804  
708.656.3600 • FAX 708.656.5801

## BLOCK PARTY

### HOLD HARMLESS AGREEMENT

Name of Organization or Resident:

BRIAN PETRACEK

Address:

[REDACTED]

Date of Block Party:

8/26/23

Day of Week:

SAT

The block party applicant and guests of the block party shall defend, indemnify, protect and hold harmless the Town of Cicero and its employees and agents from all claims for death, personal injury or property damage, including claims against the Town of Cicero, its agents or employees, and all losses and expenses, including attorney fees and related fees that may be incurred by the Town of Cicero defending such claims, arising out of or resulting from the requested block party.

[REDACTED SIGNATURE]

Signature of Resident or person representing the Organization

Date:

6/06

, 20

23

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE ADOPTING CHAPTER 2, ARTICLE VI, DIVISION 4 OF THE CODE OF ORDINANCES OF THE TOWN OF CICERO, ILLINOIS REGARDING PROPERTY TAX INCENTIVE CLASSIFICATIONS FOR THE TOWN OF CICERO, COUNTY OF COOK, STATE OF ILLINOIS.**

WHEREAS, the Town of Cicero (the “Town”) was created by a charter enacted by the Illinois General Assembly (the “Charter”); and

WHEREAS, the Corporate Authorities of the Town (as defined below) are governed by the Charter and the Constitution of the State of Illinois and the statutes of the State of Illinois when not specified in the Charter; and

WHEREAS, the Town is a home rule unit of local government as is provided by Article VII, Section 6 of the Illinois Constitution of 1970, and as a home rule unit of local government the Town may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, Cook County’s Real Property Assessment Classification Ordinance, as amended, (the “Classification Ordinance”) provides a system for classifying real property located in the County of Cook, Illinois (“Cook County”) for real estate tax assessment purposes; and

WHEREAS, the Classification Ordinance established property tax classifications to encourage industrial and commercial development in Cook County, which will increase employment opportunities and the real property tax base in Cook County; and

WHEREAS, the Town President (the “President”) and the Board of Trustees of the Town (the “Town Board” and with the President, the “Corporate Authorities”) desire to promote industrial and commercial development within the Town; and



WHEREAS, the Town President (the “President”) and the Board of Trustees of the Town (the “Town Board” and with the President, the “Corporate Authorities”) have determined that it is advisable and in the best interests of the Town and its residents to adopt regulations (the “Regulations”) regarding the application and review process related to requests to reclassify real property for tax assessment purposes; and

WHEREAS, the Corporate Authorities have determined that it is necessary and in the best interests of the Town and its residents to adopt Chapter 2, Article VI, Division 4 of The Code Of Ordinances Of The Town Of Cicero, Illinois (the “Town Code”) to establish the Regulations; and

NOW, THEREFORE, BE IT ORDAINED by the President and the Board of Trustees of the Town of Cicero, County of Cook, State of Illinois, as follows:

**ARTICLE I.  
IN GENERAL**

**Section 1.00 Incorporation Clause.**

The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preambles to this Ordinance are full, true, and correct and do hereby, by reference, incorporate and make them part of this Ordinance as legislative findings.

**Section 2.00 Purpose.**

The purpose of this Ordinance is to adopt Chapter 2, Article VI, Division 4 of the Town Code to establish the Regulations as set forth herein.

**ARTICLE II.**  
**ADOPTION OF CHAPTER 2, ARTICLE VI, DIVISION 4 OF THE CODE OF  
ORDINANCES OF THE TOWN OF CICERO, ILLINOIS**

**Section 3.00 Adoption of Chapter 2, Article VI, Division 4.**

That Chapter 2, Article VI, Division 4 of the Town Code is hereby adopted notwithstanding any provision, ordinance, resolution, or Town Code section to the contrary, as follows:

**DIVISION 4. – ~~RESERVED~~ COOK COUNTY TAX INCENTIVE CLASSIFICATIONS**

**Section 2-966. Definitions.** For the purposes of this section, "tax incentive classification" means the following Cook County tax incentive classifications requiring Town approval prior to consideration by Cook County, including, but not limited to, Class 6b and all subclasses thereof, Class 7a, Class 7b, Class 7c, Class 8 and all subclasses thereof.

**Section 2-967. Application Process.**

- (a) Each property owner or other person or entity seeking a tax incentive classification shall submit an application, the fee for which shall be set forth in the Town's fee schedule and shall be non-refundable. The submission of an application for a tax incentive classification under this Section shall not obligate the Town in any way to support any such designation.
- (b) The Town Project Manager shall determine the form and content of the application.
- (c) The Town Project Manager shall review each completed application. The Town Project Manager may reject an application, request additional documentation, or recommend it for consideration by the Town's Economic Development & Neighborhood Conservation Committee within ninety (90) days of the receipt of the completed application.
- (d) The Economic Development & Neighborhood Conservation Committee shall review any applications recommended to it by the Town Project Manager. The Economic Development & Neighborhood Conservation Committee shall hold a public hearing on any such applications and hear testimony on the same. The Committee shall thereafter make a recommendation to the Board of Trustees of the Town as to whether to approve or reject a request for a tax incentive classification.

**Section 3.01 Other Actions Authorized.**

The officers, employees, and/or agents of the Town shall take all action necessary or reasonably required to carry out, give effect to, and consummate the amendment contemplated by this Ordinance and to take all action necessary in conformity therewith. The officers, employees, and/or agents of the Town are specifically authorized and directed to draft and disseminate any and all necessary forms and applications to be utilized in connection with this amendment.

**ARTICLE III.  
SAVINGS CLAUSES, PUBLICATION,  
EFFECTIVE DATE**

**Section 4.00 Headings.**

The headings of the articles, sections, paragraphs, and sub-paragraphs of this Ordinance are inserted solely for the convenience of reference and form no substantive part of this Ordinance nor should they be used in any interpretation or construction of any substantive provision of this Ordinance.

**Section 5.00 Severability.**

The provisions of this Ordinance are hereby declared to be severable and should any provision of this Ordinance be determined to be in conflict with any law, statute, or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable, and as though not provided for herein and all other provisions shall remain unaffected, unimpaired, valid, and in full force and effect.

**Section 6.00 Superseder.**

All code provisions, ordinances, resolutions, rules, and orders, or parts thereof, in conflict herewith, are to the extent of such conflict hereby superseded.

**Section 7.00 Publication.**

A full, true, and complete copy of this Ordinance shall be published in pamphlet form or in a newspaper published and of general circulation within the Town as provided by the Illinois Municipal Code, as amended.

**Section 8.00 Effective Date.**

This Ordinance shall be effective and in full force upon its passage and approval in accordance with law.

**(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)**



ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2023, pursuant to a roll call vote as follows:

	<b>YES</b>	<b>NO</b>	<b>ABSENT</b>	<b>PRESENT</b>
Viruso				
Cundari				
Reitz				
Garcia				
Porod				
Cava				
Vargas				
(President Dominick)				
<b>TOTAL</b>				

**APPROVED** by the President on \_\_\_\_\_, 2023

\_\_\_\_\_  
 LARRY DOMINICK  
 PRESIDENT

**ATTEST:**

\_\_\_\_\_  
 MARIA PUNZO-ARIAS  
 TOWN CLERK

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING CHAPTER 94, SECTION 94-184 OF THE CODE OF ORDINANCES OF THE TOWN OF CICERO, ILLINOIS, REGARDING THE SCHEDULE OF ONE-WAY STREETS FOR THE TOWN OF CICERO, COUNTY OF COOK, STATE OF ILLINOIS.**

WHEREAS, the Town of Cicero (the “Town”) was created by a charter enacted by the Illinois General Assembly (the “Charter”); and

WHEREAS, the Corporate Authorities of the Town (as defined below) are governed by the Charter and the Constitution of the State of Illinois and the statutes of the State of Illinois when not specified in the Charter; and

WHEREAS, the Town is a home rule unit of local government as is provided by Article VII, Section 6 of the Illinois Constitution of 1970, and as a home rule unit of local government the Town may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Town President (the “President”) and the Board of Trustees of the Town (the “Town Board” and with the President, the “Corporate Authorities”) are committed to ensuring that local traffic congestion does not pose a danger to pedestrians and motorists; and

WHEREAS, pursuant to Section 11-80-2 of the Illinois Municipal Code (65 ILCS 5/11-80-2), the corporate authorities of each municipality may regulate the use of the streets and other municipal property; and

WHEREAS, residents have presented a petition, incorporated herein by reference, requesting that the portion of 51<sup>st</sup> Avenue between 25<sup>th</sup> Street and 26<sup>th</sup> Street be designated a two-way street with traffic permitted going both northbound and southbound; and

WHEREAS, based on the foregoing, the Corporate Authorities have determined that it is in the best interests of the Town to approve the petition as described above and to so designate 51<sup>st</sup> Avenue in accordance therewith; and

WHEREAS, based on the foregoing findings, the Corporate Authorities have determined that it is necessary and in the best interests of the Town and its residents to amend the schedule of one-way streets set forth in Chapter 94, Section 94-184 of The Code of Ordinances of the Town of Cicero, Illinois (the “Town Code”), in order to remove a certain portion of 51<sup>st</sup> Avenue from said schedule as described herein;

NOW, THEREFORE, BE IT ORDAINED by the President and the Board of Trustees of the Town of Cicero, County of Cook, State of Illinois, as follows:

**ARTICLE I.  
IN GENERAL**

**Section 1.0 Findings.**

The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preamble to this Ordinance are full, true, and correct and do hereby, by reference, incorporate and make them part of this Ordinance as legislative findings.

**Section 2.0 Purpose.**

The purpose of this Ordinance is to amend the schedule of one-way streets set forth in Chapter 94, Section 94-184 of the Town Code to remove 51<sup>st</sup> Avenue from the schedule of one-way streets from 25<sup>th</sup> Street to 26<sup>th</sup> Street, and to ensure the proper installation and maintenance of the necessary corresponding street signs.

**ARTICLE II.**  
**AMENDMENT TO CHAPTER 94, SECTION 94-184 OF THE CODE OF**  
**ORDINANCES OF THE TOWN OF CICERO, ILLINOIS**

**Section 3.0 Amendment to Chapter 94, Section 94-184.**

The Town Code is hereby amended, notwithstanding any provision, ordinance, resolution or Town Code section to the contrary, by amending Chapter 94, Section 94-184 as follows:

...

*51st Avenue, from Roosevelt Road to 21st Place, for northbound traffic only;*  
~~*from 25<sup>th</sup> Street to 26<sup>th</sup> Street, for southbound traffic only.*~~

...

**Section 3.1 Other Actions Authorized.**

The officers, employees, and/or agents of the Town shall take all actions necessary or reasonably required to carry out, give effect to, and consummate the amendments contemplated by this Ordinance and shall take all actions necessary in conformity therewith, including taking all necessary steps to ensure the proper installation and continuing maintenance of street signs located on 51<sup>st</sup> Avenue. The officers, employees, and/or agents of the Town are specifically authorized and directed to draft and disseminate any and all necessary forms to be utilized in connection with this amendment.



**ARTICLE III.  
HEADINGS, SAVINGS CLAUSES, PUBLICATION,  
EFFECTIVE DATE**

**Section 4.0 Headings.**

The headings of the articles, sections, paragraphs, and subparagraphs of this Ordinance are inserted solely for the convenience of reference and form no substantive part of this Ordinance, nor should they be used in any interpretation or construction of any substantive provision of this Ordinance.

**Section 5.0 Severability.**

The provisions of this Ordinance are hereby declared to be severable, and should any provision of this Ordinance be determined to be in conflict with any law, statute, or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable, and as though not provided for herein and all other provisions shall remain unaffected, unimpaired, valid, and in full force and effect.

**Section 6.0 Superseder.**

All code provisions, ordinances, resolutions, rules, and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

**Section 7.0 Publication.**

A full, true, and complete copy of this Ordinance shall be published in pamphlet form or in a newspaper published and of general circulation within the Town as provided by the Illinois Municipal Code, as amended.

**Section 8.0 Effective Date.**

This Ordinance shall be effective and in full force ten (10) days after its passage and approval in accordance with applicable law.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2023, pursuant to a roll call vote as follows:

	<b>YES</b>	<b>NO</b>	<b>ABSENT</b>	<b>PRESENT</b>
Viruso				
Cundari				
Reitz				
Garcia				
Porod				
Cava				
Vargas				
(President Dominick)				
<b>TOTAL</b>				

**APPROVED** by the President on \_\_\_\_\_, 2023

\_\_\_\_\_  
 LARRY DOMINICK  
 PRESIDENT

**ATTEST:**

\_\_\_\_\_  
 MARIA PUNZO-ARIAS  
 TOWN CLERK

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING VARIOUS SECTIONS OF CHAPTER 10 OF THE CODE OF ORDINANCES OF THE TOWN OF CICERO, ILLINOIS REGARDING VIDEO GAMING FOR THE TOWN OF CICERO, COUNTY OF COOK, STATE OF ILLINOIS.**

WHEREAS, the Town of Cicero (the “Town”) was created by a charter enacted by the Illinois General Assembly (the “Charter”); and

WHEREAS, the Corporate Authorities of the Town (as defined below) are governed by the Charter and the Constitution of the State of Illinois and the statutes of the State of Illinois when not specified in the Charter; and

WHEREAS, the Town is a home rule unit of local government as is provided by Article VII, Section 6 of the Illinois Constitution of 1970, and as a home rule unit of local government the Town may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Town President (the “President”) and the Board of Trustees of the Town (the “Town Board” and with the President, the “Corporate Authorities”) have determined that it is advisable and in the best interests of the Town and its residents to amend Chapter 10, Sections 10-31 and 10-33 of The Code Of Ordinances Of The Town Of Cicero, Illinois (the “Town Code”) regarding video gaming stickers and video gaming terminal operator licensing; and

NOW, THEREFORE, BE IT ORDAINED by the President and the Board of Trustees of the Town of Cicero, County of Cook, State of Illinois, as follows:

**ARTICLE I.  
IN GENERAL**

**Section 1.00 Incorporation Clause.**

The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preambles to this Ordinance are full, true, and correct and do hereby, by reference, incorporate and make them part of this Ordinance as legislative findings.

**Section 2.00 Purpose.**

The purpose of this Ordinance is to amend Chapter 10, Sections 10-31 and 10-33 of the Town Code regarding the licensing of video gaming terminal operators.

**ARTICLE II.  
AMENDMENT OF CHAPTER 10, SECTIONS 10-31 AND 10-33 OF THE CODE OF  
ORDINANCES OF THE TOWN OF CICERO, ILLINOIS**

**Section 3.00 Amendment of Chapter 10, Section 10-31.**

That Chapter 10, Section 10-31 of the Town Code is hereby amended, notwithstanding any provision, ordinance, resolution, or Town Code section to the contrary, as follows:

**Sec. 10-31. - Licensure of video gaming terminals.**

(a) Any establishment within the Town that is licensed to sell alcoholic liquor and has obtained a license to operate a video gaming terminal from the Illinois Gaming Board at such premises shall be required to apply for and obtain a video gaming sticker from the Town for each video gaming terminal located at such establishment.

(b) Any person licensed to sell alcoholic liquor may apply to the town for a town video gaming sticker ("sticker"), on an application form provided, and pay an annual fee of \$1,500.00 per sticker. Of that \$1,500.00 per gaming terminal fee, \$750.00 per gaming terminal shall be paid by the terminal operator and \$750.00 shall be paid by the licensed business/establishment owner. This is in addition to any fee or penalty required by the relevant provisions of the Town Code and in addition to any other requirements pursuant to the Town's liquor and business licensing regulations. A sticker shall be required for each video gaming terminal at the premises.

(c) All video gaming terminals at premises within the Town shall display a Town video gaming sticker at all times.



(d) Town video gaming stickers shall not be issued for any video gaming terminal that is located: (i) within 1,000 feet of a horse racing or riverboat gaming facility; or (ii) within 100 feet of a school or place of worship.

(e) No more than six video gaming terminals may be located on any premises where alcoholic liquor is sold.

(f) Video gaming terminals must be located in an area that is restricted to persons over 21 years of age. The entrance to such area must be within the view of at least one employee of the premises.

(g) No licensee may cause or permit any person under the age of 21 to use or play a video gaming device.

(h) Video gaming terminals may be used only during the hours of operation for the consumption of liquor on the premises.

(i) Any holder of a video gaming sticker must comply with all provisions of the Video Gaming Act (230 ILCS 40/1, et seq.), as the same may be amended from time to time, and must follow all rules, regulations and restrictions imposed by the Illinois Gaming Board and the Local Liquor Control Commissioner.

(j) All licensees shall install, use and maintain functional security cameras inside the premises and at all entrances and exits to the premises, and said recordings shall be maintained for a minimum of 30 days and licensees are encouraged to cooperate with law enforcement agencies related to immediate viewing of these videos when emergencies or other similar circumstances warrant. The licensees shall provide proof of such installation, use and maintenance of functional security cameras prior to renewal of any business license, video gaming license and/or the liquor license, whichever renewal is first. A failure to provide such proof may result in a delay in the renewal of said license or a rejection of same.

(k) Not more than ninety (90) establishments within the Town shall be issued video gaming stickers. In the event that any such establishment:

(i) fails to renew its video gaming stickers within thirty days (30) of the expiration of the stickers;

(ii) has its video gaming stickers or its liquor license revoked;

(iii) closes for a period of six months or more; or

(iv) elects to surrender its video gaming stickers

Then another establishment may be selected by the Town from a pool of qualified applicants on a first come first served basis. The Business License Department shall

maintain a list of eligible applicants who shall be notified when video gaming stickers become available for new establishments.

**Section 3.01                    Amendment of Chapter 10, Section 10-33.**

That Chapter 10, Section 10-33 of the Town Code is hereby amended, notwithstanding any provision, ordinance, resolution, or Town Code section to the contrary, as follows:

**Sec. 10-33 Video Gaming Terminal Operator License.**

The regulations and provisions contained in this section and the divisions thereunder shall apply to terminal operators as such term is defined in the Illinois Video Gaming Act, 230 ILCS 40.

(a) No terminal operator shall own, service, place and/or maintain any video gaming terminal in the town without having first obtained from the town a Video Gaming Terminal Operators License.

(b) Application for a Video Gaming Terminal Operator License shall be made in writing to the town clerk upon a form to be supplied by the town and shall contain the address and name of the location(s) in which the applicant will own, maintain, operate, or place video gaming terminals as well as the number of video gaming terminals at each location. Applicant shall further provide a copy of any current license or licenses issued to the applicant by the state under the Video Gaming Act, 230 ILCS 40. No terminal operator shall be issued more than one Video Gaming Terminal Operators License.

(c) The annual fee for the Video Gaming Terminal Operator License shall be based upon the number of video gaming terminals owned, maintained, operated or placed within the town. The annual fee for the Video Gaming Terminal Operator License is \$750 dollars for each of the number of video gaming terminals owned, maintained, operated or placed within the town. The fee is due by the 1<sup>st</sup> of January. The fee shall be nonrefundable. The fee shall be prorated by one-half for any license obtained after the 1<sup>st</sup> of October.

(d) Video Gaming Terminal Operator Licenses expire on the 31<sup>st</sup> of December.

(e) A Video Gaming Terminal Operator License may be revoked by the local liquor commissioner, or his/her designee, for any violation of any of the provisions of the Code of Ordinances of the Town of Cicero, Illinois, or any applicable laws, rules, or regulations of the state relating to the Video Gaming Act, 230 ILCS 40, and such revocation may be in addition to any fine. However, no such license shall be revoked or suspended, and no fine shall be imposed, except after a public hearing by the local liquor

commissioner, or his/her designee, with at least five (5) days' prior written notice, to the licensee, affording the licensee an opportunity to appear and defend. If the licensee fails to appear for such public hearing after receiving notice, a default judgment may be entered and the local liquor commissioner may revoke or suspend the license, and/or impose a fine.

(f) Notwithstanding anything contained herein to the contrary, not more than ninety (90) establishments within the Town shall be issued video gaming stickers regardless of how many Video Gaming Terminal Operator Licenses are issued.

### **Section 3.02 Other Actions Authorized.**

The officers, employees, and/or agents of the Town shall take all action necessary or reasonably required to carry out, give effect to, and consummate the amendment contemplated by this Ordinance and to take all action necessary in conformity therewith. The officers, employees, and/or agents of the Town are specifically authorized and directed to draft and disseminate any and all necessary forms to be utilized in connection with this amendment. Any individual or entity that has submitted an application for gaming terminal operators or video gaming stickers that does not meet the requirements for issuance stated herein may withdraw his or her application, and the Town shall refund the business license application fees. Notwithstanding the foregoing, any fees or costs associated with pending zoning relief applications for video gaming establishments shall not be refundable.

## **ARTICLE III. SAVINGS CLAUSES, PUBLICATION, EFFECTIVE DATE**

### **Section 4.00 Headings.**

The headings of the articles, sections, paragraphs, and sub-paragraphs of this Ordinance are inserted solely for the convenience of reference and form no substantive part of

this Ordinance nor should they be used in any interpretation or construction of any substantive provision of this Ordinance.

**Section 5.00 Severability.**

The provisions of this Ordinance are hereby declared to be severable and should any provision of this Ordinance be determined to be in conflict with any law, statute, or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable, and as though not provided for herein and all other provisions shall remain unaffected, unimpaired, valid, and in full force and effect.

**Section 6.00 Superseder.**

All code provisions, ordinances, resolutions, rules, and orders, or parts thereof, in conflict herewith, are to the extent of such conflict hereby superseded.

**Section 7.00 Publication.**

A full, true, and complete copy of this Ordinance shall be published in pamphlet form or in a newspaper published and of general circulation within the Town as provided by the Illinois Municipal Code, as amended.

**Section 8.00 Effective Date.**

This Ordinance shall be effective and in full force upon its passage and approval in accordance with law.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2023, pursuant to a roll call vote as follows:

	<b>YES</b>	<b>NO</b>	<b>ABSENT</b>	<b>PRESENT</b>
Viruso				
Cundari				
Reitz				
Garcia				
Porod				
Cava				
Vargas				
(President Dominick)				
<b>TOTAL</b>				

**APPROVED** by the President on \_\_\_\_\_, 2023

\_\_\_\_\_  
LARRY DOMINICK  
PRESIDENT

**ATTEST:**

\_\_\_\_\_  
MARIA PUNZO-ARIAS  
TOWN CLERK





**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING THE TOWN PRESIDENT TO ENTER INTO A CERTAIN LICENSE AGREEMENT WITH THE CICERO HOUSING AUTHORITY FOR THE TOWN OF CICERO, COUNTY OF COOK, STATE OF ILLINOIS.**

WHEREAS, the Town of Cicero (the “Town”) was created by a charter enacted by the Illinois General Assembly (the “Charter”); and

WHEREAS, the Corporate Authorities of the Town (as defined below) are governed by the Charter and the Constitution of the State of Illinois and the statutes of the State of Illinois when not specified in the Charter; and

WHEREAS, the Town is a home rule unit of local government as is provided by Article VII, Section 6 of the Illinois Constitution of 1970, and as a home rule unit of local government the Town may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Town President (the “President”) and the Board of Trustees of the Town (the “Town Board” and with the President, the “Corporate Authorities”) are committed to ensuring that clean, safe, and affordable housing is available to Town residents; and

WHEREAS, the Cicero Housing Authority (“CHA”) is a public housing agency that administers a tenant-based Section 8 rental voucher program for Town residents (the “Program”); and

WHEREAS, the Town is the owner of certain real property that is located at the address commonly known as 1634 South Laramie Avenue, Suite B, Cicero, Illinois 60804 (the “Property”); and

WHEREAS, the Corporate Authorities previously determined that the Property is no longer necessary, appropriate, required for the use of, profitable to or for the best interests of the Town or its residents; and

WHEREAS, the Town supports the efforts of CHA in providing affordable housing to Town residents; and

WHEREAS, CHA is in need of office space to carry out administrative functions related to the Program; and

WHEREAS, there exists a certain license agreement (the “Agreement”), attached hereto and incorporated herein as Exhibit A, which sets forth specific terms under which the Town will grant CHA a license to continue to use the Property as an office in connection with the Program; and

WHEREAS, the Corporate Authorities find that it is necessary for the health, safety, and welfare of the Town’s residents for the Town to approve, enter into, and execute an agreement with terms substantially the same as the terms of the Agreement; and

WHEREAS, the President is authorized to enter into and the Town Attorney (the “Attorney”) is authorized to revise agreements for the Town making such insertions, omissions, and changes as shall be approved by the President and the Attorney;

NOW, THEREFORE, BE IT ORDAINED by the President and the Board of Trustees of the Town of Cicero, County of Cook, State of Illinois, as follows:

**ARTICLE I.  
IN GENERAL**

**Section 1.00 Incorporation Clause.**

The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preambles to this Ordinance are full, true, and correct and do hereby, by reference, incorporate and make them part of this Ordinance as legislative findings.

**Section 2.00 Purpose.**

The purpose of this Ordinance is to authorize the President to enter into and approve the Agreement whereby the Town will grant CHA a license to use the Property for an office in connection with the Program and to further authorize the President to take any and all steps necessary to carry out the terms of the Agreement and to ratify any steps taken to effectuate that goal.

**ARTICLE II.  
AUTHORIZATION**

**Section 3.00 Authorization.**

The Town Board hereby authorizes and directs the President or his designee to enter into and approve the Agreement in accordance with its terms, or any modification thereof, and to ratify any and all previous acts taken to effectuate the intent of this Ordinance. The Town Board authorizes and directs the President or his designee to execute the applicable Agreement, with such insertions, omissions, and changes as shall be approved by the President and the Attorney, and the Town Board further authorizes the President or his designee to execute any and all additional documentation that may be necessary to carry out the intent of this Ordinance. The Town Clerk is hereby authorized and directed to attest to and countersign the Agreement and any other documentation that

may be necessary to carry out and effectuate the purpose of this Ordinance. The Town Clerk is also authorized and directed to affix the Seal of the Town to such documentation as is deemed necessary.

**ARTICLE III.  
HEADINGS, SAVINGS CLAUSES, PUBLICATION,  
EFFECTIVE DATE**

**Section 4.00 Headings.**

The headings of the articles, sections, paragraphs, and subparagraphs of this Ordinance are inserted solely for convenience of reference and form no substantive part of this Ordinance nor should they be used in any interpretation or construction of any substantive provision of this Ordinance.

**Section 5.00 Severability.**

The provisions of this Ordinance are hereby declared to be severable and should any provision of this Ordinance be determined to be in conflict with any law, statute, or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable, and as though not provided for herein, and all other provisions shall remain unaffected, unimpaired, valid, and in full force and effect.

**Section 6.00 Superseder.**

All code provisions, ordinances, resolutions, rules, and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

**Section 7.00 Publication.**

A full, true, and complete copy of this Ordinance shall be published in pamphlet form or in a newspaper published and of general circulation within the Town as provided by the Illinois Municipal Code, as amended.



**Section 8.00 Effective Date.**

This Ordinance shall be effective and in full force immediately upon passage and approval.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2023, pursuant to a roll call vote as follows:

	<b>YES</b>	<b>NO</b>	<b>ABSENT</b>	<b>PRESENT</b>
Viruso				
Cundari				
Reitz				
Garcia				
Porod				
Cava				
Vargas				
(President Dominick)				
<b>TOTAL</b>				

**APPROVED** by the President on \_\_\_\_\_, 2023

\_\_\_\_\_  
 LARRY DOMINICK  
 PRESIDENT

**ATTEST:**

\_\_\_\_\_  
 MARIA PUNZO-ARIAS  
 TOWN CLERK

**EXHIBIT A**

## LICENSE AGREEMENT

**THIS LICENSE AGREEMENT** (this “Agreement”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2023 (“Effective Date”) by and between the Cicero Housing Authority, an Illinois municipal corporation, (the “Licensee”) and the Town of Cicero, an Illinois municipal corporation, (the “Licensor”) (collectively, the Licensee and the Licensor may be referred to as the “Parties” and each individually as a “Party”).

### R E C I T A L S

**WHEREAS**, the Licensor owns certain real property that is located at the address commonly known as 1634 S. Laramie Avenue, Suite B, Cicero, Illinois 60804 (the “Premises”); and

**WHEREAS**, the Premises consists of approximately 2,400 square feet of office space; and

**WHEREAS**, the Licensee is a public housing agency and Illinois municipal corporation operating pursuant to the Illinois Housing Authorities Act, 310 ILCS 10/1, *et seq.*, and pursuant to all applicable regulations of the United States Department of Housing and Urban Development; and

**WHEREAS**, the Licensee administers a tenant-based Section 8 rental voucher program (the “Program”) for residents of the Licensor; and

**WHEREAS**, the Licensee is in need of office space to carry out its administrative functions related to the Program; and

**WHEREAS**, subject to the terms and conditions of this Agreement, the Licensor desires to grant to the Licensee, and the Licensee desires to receive from the Licensor, the License (as defined herein); and

**NOW, THEREFORE**, in consideration of the foregoing, the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. **Incorporation of Recitals.** The recitals stated above are an integral part of this Agreement and are incorporated into this Agreement by reference and made a part hereof.
2. **License.** Subject to the terms, conditions and limitations contained in this Agreement, the Licensor hereby grants to the Licensee an exclusive, revocable license for the purpose of allowing the Licensee to occupy the Premises as an office in connection with the Program (the “License”). During the Term (as defined herein) of the License and this Agreement, the Licensor reserves the right to revoke the License, upon sixty (60) days advance notice, and to relocate the Licensee to a comparable premises owned by the Licensor, on the same terms as those set forth herein, if the Licensor determines, in its

sole discretion, that the efficient and orderly administration of its affairs requires it to do so. The License is subject to all existing covenants, conditions, reservations, contracts, leases, licenses, easements, encumbrances, restrictions and rights of way with respect to the Premises, whether or not of record. The Licensor shall also have access to the Premises in the event that access is necessary due to a public health, safety or welfare matter.

3. **Term of License.** The License shall commence on the Effective Date of this Agreement and shall remain in full force and effect for a period of five (5) calendar years, unless otherwise terminated pursuant to the provisions of this Agreement (the "Initial Term"). The Licensee may extend the License for a period of three (3) calendar years, to commence upon the expiration of the Initial Term (the "First Renewal Term"), by giving notice to the Licensor of its intent to do so at least sixty (60) calendar days prior to expiration of the Initial Term. Additionally, the Licensee may extend the License for a period of three (3) calendar years, to commence upon the expiration of the First Renewal Term (the "Second Renewal Term"), by giving notice to the Licensor of its intent to do so at least sixty (60) calendar days prior to the expiration of the First Renewal Term. Upon the expiration of: (a) the Initial Term, if the License is not extended in accordance with this Section; (b) the First Renewal Term, if the License is not extended in accordance with this Section; or (c) the Second Renewal Term, or upon earlier termination of the License in accordance with this Agreement, the Licensee shall immediately vacate and cease all use of the Premises.
4. **Permitted Use.** The Premises may only be used by the Licensee for the limited and express purpose of: (a) installing furniture, fixtures and equipment, as necessary, so that the Premises may be used as an office by Licensee; and (b) occupying the Premises as an office used in connection with administration of the Program.
5. **License Fee.** During the Initial Term, the Licensee shall remit to the Licensor a license fee of One Thousand, Four Hundred and No/100 Dollars (\$1,400.00) per month (the "License Fee").
6. **Utilities.** The License Fee shall include water, gas and electrical service. The Licensee shall be responsible for obtaining, in its name and at its sole expense, telephone, facsimile, internet and electronic mail service.
7. **Maintenance of the Premises.** The Licensee agrees to maintain the Premises in good condition, normal wear and tear excepted. The Licensee shall be financially responsible for replacing any damaged property resulting from the Licensee's or its officers', employees', agents', contractors', representatives', guests' or invitees' use of, access to and ingress and egress to and from the Premises.
8. **Insurance.** At all times during the Term of the License and as a condition of receiving the License, the Licensee agrees to and shall procure and maintain in full force and effect, at the Licensee's sole cost and expense, a policy or policies evidencing the types of insurance specified herein.

- a. General comprehensive liability insurance and property insurance in minimum amounts of One Million and No/100 U.S. Dollars (\$1,000,000.00) for each occurrence and Two Million and No/100 U.S. Dollars (\$2,000,000.00) in the aggregate;
- b. Workers' compensation insurance covering all of the Licensee's employees with limits equal to or greater than the Illinois statutory amount for employee claims and employer's liability coverage in a minimum amount of Five Hundred Thousand and No/100 U.S. Dollars (\$500,000.00) for each occurrence, accident or illness;
- c. Auto liability insurance in a minimum amount of One Million and No/100 U.S. Dollars (\$1,000,000.00) for each occurrence, combined single limit, for bodily injury and property damage; and
- d. Other insurance coverage in such amounts as deemed necessary by the Licensor.

The Licensee shall list the Licensor under the abovementioned insurance policies as an additional insured as follows: "The Town of Cicero, Illinois, its officials, officers, trustees, executives, employees, consultants, attorneys, agents, volunteers, and representatives shall be primary and non-contributory Additional Insureds with respect to the general liability, auto liability and umbrella coverages specified above." Said insurance shall explicitly protect said additional insureds for vicarious liability, and shall stipulate that the insurance afforded shall be primary insurance and that any insurance carried by the Licensor, or by its agents or employees, shall be excess and not contributory insurance to that provided by the Licensee.

Prior to the start of the Term, the Licensee shall furnish to the Licensor certificates of insurance indicating that the foregoing coverage is in effect and said insurance shall remain in effect during all periods during which the License is in effect. The insurance policies required by this Section shall provide that coverage shall not be suspended, voided, cancelled or non-renewed without providing the Parties with at least thirty (30) calendar days prior written notice. If at any time during the Term of the License any insurance policy required by this Agreement changes or is cancelled, the Licensee shall immediately notify the Licensor by telephone and in writing. The insurance policies required by this Section shall be issued by a company or companies with an A- or better in "Best's Insurance Guide."

The Licensee expressly understands and agrees that any insurance protection furnished by the Licensee hereunder shall in no way limit its responsibility to indemnify and hold harmless the Licensor pursuant to the terms of this Agreement nor shall any insurance proceeds be used to offset the Licensee's indemnification obligations hereunder.

9. **Indemnification.** Notwithstanding anything else to the contrary, the Licensee agrees to and shall defend, indemnify and hold the Licensor, its past and present officials (whether



appointed or elected), officers, trustees, directors, agents, representatives, attorneys, contractors, insurers, volunteers, servants, successors, predecessors, assigns, employees and any other third party related to the Licensor (collectively, the "Indemnified Parties") harmless from and against any and all claims, losses, demands, liabilities, penalties, liens, encumbrances, obligations, causes of action, costs and expenses (including reasonable attorneys' fees and court costs), deaths, injuries and damages (actual or punitive) of every kind and nature, whether known or unknown, suspected or unsuspected, disclosed or undisclosed, contingent or actual, liquidated or unliquidated (collectively, the "Claims" and individually, a "Claim") that occurred or are alleged to have occurred, in whole or in part, in connection with any act or omission of the Licensee or its directors, officers, guests, employees, independent contractors, officials, agents, representatives and invitees, the Licensee's use of the Premises, the Licensee's breach of this Agreement, this Agreement or the License.

The indemnification in this Section shall survive the termination or expiration of the License for matters occurring or arising prior to such termination or expiration. The Licensee acknowledges that the requirements set forth in this Section are separate, distinct and apart from and not limited by the Licensee's other duties under this Agreement, including the Licensee's obligation to obtain and maintain insurance as set forth herein.

10. **The Premises.** The Licensee has examined and knows of the condition of the Premises and agrees that the Licensee has received the same in good condition and repair, and acknowledges that no representations as to the condition and repair, and no agreements or promises to decorate, alter, repair or improve the Premises have been made by the Licensor or an agent or representative of the Licensor. IT IS UNDERSTOOD AND AGREED THAT THE LICENSOR IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR CHARACTER, EXPRESSED OR IMPLIED, WITH RESPECT TO THE PREMISES INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO HABITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ZONING, USAGE, LATENT OR PATENT PHYSICAL OR ENVIRONMENTAL CONDITION, UTILITIES, OPERATING HISTORY OR PROJECTIONS, GOVERNMENTAL APPROVALS, THE COMPLIANCE OF THE PREMISES WITH GOVERNMENTAL LAWS, THE CODES OR ANY OTHER MATTER OR THING REGARDING THE PREMISES. THE LICENSEE ACKNOWLEDGES AND AGREES THAT THE LICENSEE SHALL USE THE PREMISES PURSUANT TO THE LICENSE AND THIS AGREEMENT "AS IS, WHERE IS, WITH ALL FAULTS." THE LICENSOR IS NOT LIABLE FOR OR BOUND BY ANY EXPRESSED OR IMPLIED WARRANTIES, GUARANTIES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PREMISES OR RELATING THERETO.

11. **Miscellaneous Provisions.**

- a. **Amendment; Modification; Waiver; Delay.** Except as otherwise provided for herein, this Agreement may not be amended, modified or terminated, nor may any obligation hereunder be waived orally, and no such amendment, modification, termination or waiver shall be effective for any purpose unless it is in writing and bears the signatures of all of the Parties hereto.

Except as expressly provided herein, no waiver by a Party of any breach of this Agreement by the other Party shall be deemed to be a waiver of any other breach by such other Party (whether preceding or succeeding and whether or not of the same or similar nature), and no acceptance of payment or performance by a Party after any breach by the other Party shall be deemed to be a waiver of any breach of this Agreement or of any representation or warranty hereunder by such other Party whether or not the first Party knows of such breach at the time it accepts such payment or performance. No failure or delay by a Party to exercise any right it may have by reason of a default by the other Party shall operate as a waiver of default or as a modification of this Agreement or shall prevent the exercise of any right by the first Party while the other Party continues to be in default. Unless otherwise provided for herein, the rights and remedies of the Parties are cumulative and the use of any one right or remedy by any Party shall not preclude or waive the right to use or assert any other right or remedy. The License shall bind and inure to the benefit of the Parties.

- b. **Construction; Governing Law; Right to Counsel.** Construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Illinois, without regard to its conflicts of laws principles. All suits, actions, claims and causes of action relating to the construction, validity, and enforcement of this Agreement shall be brought in the state courts of Cook County. The Parties hereby waive any objections each Party may have based on improper venue or forum non conveniens in connection with any proceeding instituted hereunder. The Parties acknowledge that they had an opportunity to and did negotiate over the terms of this Agreement. The Parties acknowledge that they have been given a reasonable opportunity and length of time to have the terms of this Agreement considered and reviewed by legal counsel, if desired, and to consider, review, revise and sign this Agreement, and agree that this period has been reasonable and adequate. Therefore, the normal rules of construction, to the extent that any ambiguities are to be resolved against the drafting Party, shall not be employed in the interpretation of this Agreement.

- c. **Entire Agreement.** This Agreement contains the entire agreement between the Parties hereto and supersedes all prior agreements, whether oral or written, with respect to the subject matter hereof. The Parties expressly understand and acknowledge that there are no other oral or written promises, conditions, representations, understandings, warranties or terms of any kind as conditions or inducements to execute this Agreement and none have been relied upon by either Party. The provisions of this Agreement shall be construed as a whole and not strictly for or against any Party.



- h. **Counterparts and Facsimile Transmissions.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signature affixed to this Agreement and transmitted by facsimile or electronic mail shall have the same effect as an original signature.
- i. **Authority to Enter into the Agreement.** Each of the Parties hereto represents and warrants that it has the full right, power, legal capacity and authority to enter into and perform its respective obligations hereunder and that such obligations shall be binding upon such Party without the requirement of the approval or consent of any other person or entity in connection herewith.
- j. **Licensor's Right of Access and Use.** Notwithstanding anything to the contrary contained herein, the Licensor hereby retains the right, but no duty or obligation, to access the Premises at any time for any reason whatsoever. The Licensor shall maintain all ownership interests in the Premises and the Licensee shall have no ownership rights, interest, or leasehold in the Premises, nor shall the Licensee represent or hold itself out as having an interest in the Premises.
- k. **Third Party Rights.** This Agreement is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person not a Party hereto unless otherwise expressly provided herein.
- l. **Use of Headings.** The headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they pertain.
- m. **Surrender of the Premises.** Upon the expiration or earlier termination of the License, the Licensee shall immediately surrender the Premises to the Licensor. Any personal property belonging to the Licensee and remaining at the Premises after the expiration or termination of the License may, at the sole option of the Licensor, be deemed to have been abandoned without notice to Licensee, and may be disposed of by the Licensor in accordance with applicable law.

THE PARTIES TO THIS AGREEMENT HAVE READ THE FOREGOING AGREEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND EACH AND EVERY PROVISION CONTAINED HEREIN.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

CICERO HOUSING AUTHORITY, an  
Illinois municipal corporation

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

THE TOWN OF CICERO, an Illinois  
municipal corporation

Larry Dominick

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

---

Signature

---

Chairman  
Title

---

Date

---

Signature

---

President  
Title

---

Date

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING AN AGREEMENT FOR THE PURCHASE OF A PRINTER FOR THE TOWN PRESIDENT’S OFFICE FOR THE TOWN OF CICERO, COUNTY OF COOK, STATE OF ILLINOIS.**

WHEREAS, the Town of Cicero (the “Town”) was created by a charter enacted by the Illinois General Assembly (the “Charter”); and

WHEREAS, the Corporate Authorities of the Town (as defined below) are governed by the Charter and the Constitution of the State of Illinois and the statutes of the State of Illinois when not specified in the Charter; and

WHEREAS, the Town is a home rule unit of local government as is provided by Article VII, Section 6 of the Illinois Constitution of 1970, and as a home rule unit of local government the Town may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Town President’s Office (the “President’s Office”) provides various services to residents of the Town, including community outreach and oversight of various Town Departments; and

WHEREAS, to maximize efficiency, improve organization, and improve the quality of recordkeeping, the President’s Office was in need of a new printer specifically, one (1) C8170 with BRF and CZ Folder Printer (the “Equipment”); and

WHEREAS, Xerox Financial Services, LLC (“Xerox”) previously provided the Town with a quote for the lease of the Equipment for a period of sixty (60) months (the “Quote”); and

WHEREAS, the Quote is incorporated herein by reference; and



WHEREAS, the President's Office has the necessary funds in its budget to lease the Equipment in accordance with the terms of the Quote; and

WHEREAS, Chapter 2, Section 2-868, of The Code of Ordinances of the Town of Cicero, Illinois provides that competitive bidding is not required for purchases or contracts wherein advertising for bids has been waived by a majority of a quorum of the Town Board; and

WHEREAS, a majority of the Town Board previously waived all bidding requirements applicable to the lease of the Equipment; and

WHEREAS, Xerox has provided the Town with an amendment to the Quote (the "Amendment"), attached hereto and incorporated herein as Exhibit A, which will allow for the Equipment to be altered to be capable of faxing at no additional cost to the Town; and

WHEREAS, the Town President (the "President") and the Board of Trustees of the Town (the "Town Board" and with the President, the "Corporate Authorities") deem it advisable and necessary for the operation of the President's Office and the health, safety, and welfare of the residents of the Town to authorize and approve the Amendment; and

WHEREAS, the Corporate Authorities have determined that it is necessary, advisable, and in the best interests of the Town and its residents to take all steps necessary to lease the Equipment in accordance with the terms of the Quote and the Amendment thereto;

NOW, THEREFORE, BE IT ORDAINED by the President and the Board of Trustees of the Town of Cicero, County of Cook, State of Illinois, as follows:

**ARTICLE I.  
IN GENERAL**

**Section 1.00 Incorporation Clause.**

The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preamble to this Ordinance are full, true, and correct and do hereby, by reference, incorporate and make them part of this Ordinance as legislative findings.

**Section 2.00 Purpose.**

The purpose of this Ordinance is to authorize and approve the Amendment to the Quote for the lease of the Equipment, to waive any bidding requirements applicable to said purchase, and to authorize the President or his designee to take all necessary steps to effectuate the intent of this Ordinance.

**ARTICLE II.  
AUTHORIZATION**

**Section 3.00 Authorization.**

The Town Board hereby authorizes the lease of the Equipment from Xerox in accordance with the terms of the Quote and the Amendment and waives any bidding requirement applicable to said purchase. The Town further authorizes and directs the President or his designee to execute any and all necessary documentation to effectuate the same, with such insertions, omissions, and changes as shall be approved by the President and the Town Attorney; and ratifies any additional actions taken to effectuate the intent of this Ordinance. The Town Board further authorizes the President or his designee to execute any and all additional documentation that may be necessary to carry out the intent of this Ordinance. The Town Clerk is hereby authorized and directed to attest to and countersign

any documentation as may be necessary to carry out and effectuate the purpose of this Ordinance. The Town Clerk is also authorized and directed to affix the Seal of the Town to such documentation as is deemed necessary. Any and all actions previously performed by officials, employees, and/or agents of the Town in connection with carrying out and consummating the purchase of the Equipment contemplated by this Ordinance are hereby authorized, approved, and ratified by this reference.

**ARTICLE III.  
HEADINGS, SAVINGS CLAUSES, PUBLICATION,  
EFFECTIVE DATE**

**Section 4.00 Headings.**

The headings of the articles, sections, paragraphs, and subparagraphs of this Ordinance are inserted solely for convenience of reference and form no substantive part of this Ordinance nor should they be used in any interpretation or construction of any substantive provision of this Ordinance.

**Section 5.00 Severability.**

The provisions of this Ordinance are hereby declared to be severable and should any provision of this Ordinance be determined to be in conflict with any law, statute, or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable, and as though not provided for herein, and all other provisions shall remain unaffected, unimpaired, valid, and in full force and effect.

**Section 6.00 Superseder.**

All code provisions, ordinances, resolutions, rules, and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

**Section 7.00 Publication.**

A full, true, and complete copy of this Ordinance shall be published in pamphlet form or in a newspaper published and of general circulation within the Town as provided by the Illinois Municipal Code, as amended.

**Section 8.00 Effective Date.**

This Ordinance shall be effective and in full force immediately upon passage and approval.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2023, pursuant to a roll call vote as follows:

	<b>YES</b>	<b>NO</b>	<b>ABSENT</b>	<b>PRESENT</b>
Viruso				
Cundari				
Reitz				
Garcia				
Porod				
Cava				
Vargas				
(President Dominick)				
<b>TOTAL</b>				

**APPROVED** by the President on \_\_\_\_\_, 2023

\_\_\_\_\_  
 LARRY DOMINICK  
 PRESIDENT

**ATTEST:**

\_\_\_\_\_  
 MARIA PUNZO-ARIAS  
 TOWN CLERK

**EXHIBIT A**



SALES AND SERVICE AGREEMENT

BILL TO

SHIP TO \*

CUSTOMER NAME Town of Cicero		CUSTOMER NAME Same	
4949 W. Cermak Rd			
Cicero, IL. 60804			
Maria Moreno			
BILL TO EMAIL mmoreno@thetownofcicero.com	BILL TO FAX #	SHIP TO EMAIL	SHIP TO FAX #

**TERMS OF PAYMENT: NET TEN (10) DAYS FOR CASH SALE AND ALL OTHER INVOICES NET THIRTY (30) DAYS FROM DATE OF INVOICE** \* IF MORE THAN ONE "SHIP TO" LOCATION, SEE PRODUCT SCHEDULES

Alex Nelli	CUSTOMER PURCHASE ORDER NUMBER	CONTRACT <input type="checkbox"/> NEW <input type="checkbox"/> ADD <input checked="" type="checkbox"/> REPLACE
		CONTRACT #

QTY	MODEL/PRODUCT#	LOCATION	DESCRIPTION	TOTAL PRICE
1	Fax Line	2nd Floor President Domir	Fax Line 497K22670	\$0.00

<input type="checkbox"/> See Product Schedules	<input type="checkbox"/> SEE TRADE-IN EQUIPMENT/ LEASE RETURN FORM	<b>SUBTOTAL</b>	\$0.00
		<b>SPECIAL SERVICES FEES</b>	\$0.00
		<b>OTHER ADJUSTMENTS</b>	\$0.00
		<b>CASH AMOUNT</b>	\$0.00
		<b>Total Monthly Payment</b>	

<b>CONTRACT TYPE</b>		<b>EFFECTIVE DATES</b>	
<input checked="" type="checkbox"/> CASH SALE	<input type="checkbox"/> RENTAL	Term in Months:	Actual start date based on delivery or lease commencement
<input type="checkbox"/> LEASE	<input type="checkbox"/> MAINTENANCE ONLY	Proposed Start Date:	

<b>CONTRACT TERMS:</b>	<b>NOTES</b>
<input type="checkbox"/> All parts, labor, drums and supplies; excluding paper and staples <input type="checkbox"/> All parts and labor; including drums; excluding supplies, paper and staples <input type="checkbox"/> Includes other (indicate)	The Fax Line is at N/C \$0.00

MODEL/ POOL #	INCLUDED BLACK VOLUME	BLACK OVERAGE RATE	INCLUDED COLOR VOLUME	COLOR OVERAGE RATE	INCLUDED EXTRA LONG VOLUME	COLOR EXTRA LONG RATE	MONTHLY PAYMENT	BILLING FREQUENCY	
								BASE	OVERAGE
								SELECT FREQ	SELECT FREQ
								SELECT FREQ	SELECT FREQ
								SELECT FREQ	SELECT FREQ
								SELECT FREQ	SELECT FREQ
								SELECT FREQ	SELECT FREQ
								SELECT FREQ	SELECT FREQ

<b>METER AND SUPPLY TECHNOLOGY</b> <input type="checkbox"/> FM AUDIT <input type="checkbox"/> XDA/XDM <input type="checkbox"/> DECLINE	<b>PRIMARY METER CONTACT</b> <input type="checkbox"/>
TECHNOLOGY CONTACT PERSON	TECH APP PHONE #
METER CONTACT PERSON	METER PHONE #
TECH EMAIL	METER FAX #

Company will install an app to automatically collect device meters for contract billing and automated supply replenishment.  
 Company will charge a fee per machine per overage billing cycle should customer decline meter and supply technology app installation.

QTY	MODEL/PRODUCT#	SOFTWARE & DESCRIPTION	SEE SOW FOR DETAILS	TOTAL PRICE

**Customer Acceptance**

*By executing this agreement, I acknowledge that I have read and understand this agreement and I certify that I am authorized to execute this agreement on behalf of customer. Authorized signature acknowledges terms / conditions and expiration dates or meter readings. The terms and conditions on the face and reverse side of this agreement correctly set fourth the entire agreement between parties.*

AUTHORIZED CUSTOMER SIGNATURE \_\_\_\_\_

SIGNER'S NAME (printed) \_\_\_\_\_

TITLE \_\_\_\_\_ 85

DATE \_\_\_\_\_

Sales Alex Nelli \_\_\_\_\_

DATE \_\_\_\_\_

**BILL TO**

**SHIP TO \***

CUSTOMER NAME  
Town of Cicero

CUSTOMER NAME  
Same

PAGE 2

**PRODUCTS**

QTY	MODEL/PRODUCT#	LOCATION	DESCRIPTION	TOTAL PRICE
		Not Applicable		

**CONTRACT RATES**

CHARGES INCLUDED IN LEASE PAYMENT

MODEL/ POOL #	INCLUDED BLACK VOLUME	BLACK OVERAGE RATE	INCLUDED COLOR VOLUME	COLOR OVERAGE RATE	INCLUDED EXTRA LONG VOLUME	COLOR EXTRA LONG RATE	MONTHLY PAYMENT	BILLING FREQUENCY	
								BASE	OVERAGE
								SELECT FREQ	SELECT FREQ
								SELECT FREQ	SELECT FREQ
								SELECT FREQ	SELECT FREQ
			Not Applicable					SELECT FREQ	SELECT FREQ
								SELECT FREQ	SELECT FREQ
								SELECT FREQ	SELECT FREQ
								SELECT FREQ	SELECT FREQ
								SELECT FREQ	SELECT FREQ
								SELECT FREQ	SELECT FREQ



## Sales and Service Terms and Conditions

1. **Definitions.** The first page of this Sales Order/Service Agreement is referred to herein as the "Cover Page." The Cover Page and these Terms and Conditions, along with a listing of additional products on Product Schedule (if attached), and or any other attachments referenced on the Cover Page represent the agreement (the "Agreement") between Company and the Customer ("Parties") as identified on the Cover Page of this Agreement, with respect to the acquisition of those Products and the Service for such Products. "Products" shall mean the equipment ("Equipment") and any Software ("Application Software") identified on the Cover Page and/or on Product Schedule.

2. **Scope.** This Agreement may be executed for:

a) A **SALE** of Products. If a SALE, Company hereby offers to sell/license and Customer hereby accepts to purchase/license those Products in the quantity and for the price indicated on the Cover Page (and/or Product Schedule). Payment terms are set forth in Section 7, below. Title to the Equipment will transfer to Customer upon delivery; or

b) A **LEASE** of Products. If a LEASE, Customer will execute a separate lease agreement with a third party lessor which will fund the purchase/license of the Products in the quantity indicated on the Cover Page (and/or Product Schedule) for the benefit of Customer. The lease will be between Customer and a third-party lessor. Company will not be a party to the lease. Upon execution of a lease agreement between Customer and third-party lessor, the Customer shall be responsible to lessor to satisfy the terms and conditions of the lease; or

c) A **RENTAL** of Products. If a RENTAL, Company hereby offers to rent and Customer hereby accepts to pay for those Products in the quantity and for the price indicated on the Cover Page (and/or Product Schedule). Payment terms are set forth in Section 7, below. Title will remain with the Company throughout the Term as indicated on the Cover Page. Customer agrees to obtain adequate insurance coverage sufficient to cover the full replacement value of the rental equipment while in Customer's possession, and to have Company named as the loss payee. Unless otherwise stated in the Cover Page, the rental is non-cancellable for the stated term.

3. **Delivery and Installation.** Unless specified otherwise on the Cover Page, the Company shall deliver and install the Products at the location specified by Customer on the Cover Page unless: (1) Customer has not made available at that address a suitable place of installation as specified by the Company; or (2) Customer has not made available suitable electrical service in accordance with the Underwriter's Lab ("UL") or manufacturer's requirements. All risk of loss will transfer to the Customer upon delivery. Customer will be responsible for nonstandard delivery charges.

4. **Services.** This Agreement covers both the labor and materials for adjustments, repairs, and replacement of parts necessitated by normal use of the Equipment. Unless otherwise stated on the Cover Page, Services do not include the following: (a) repairs due to (i) misuse, neglect, or abuse (including, without limitation, improper voltage or use of supplies that do not conform to the manufacturers' specifications), (ii) use of options, accessories, products, supplies not provided by Company; (iii) non-Company alterations, relocation, or service; and/or (iv) loss or damage resulting from accidents, fire, water, or theft; (b) maintenance requested outside Company's normal business hours or this Agreement, (c) relocation, (d) software or connected hardware, (e) hard drive replacement, (f) MICR Toner for Laser Printers, and parts and labor for all non-laser printers, and/or (g) parts for Scanners. Company reserves the right, at its sole discretion, to replace Equipment with Equipment of similar or better conditions and features, rather than providing on-site Service support. Replacement parts may be new, reprocessed, or recovered. Supplies provided by Company are in accordance with the copy volumes set forth on the Cover Page and within the manufacturer's stated yields, and do not include staples or paper. Supplies are to be used exclusively for the Equipment and remain Company property until consumed. Customer will return, or allow Company to retrieve, any unused supplies at the termination or expiration of this Agreement. Customer is responsible for the cost of excess supplies. Supplies will be shipped to Customer via UPS Ground, or another method selected by Company. Unless otherwise stated herein, Customer will be billed for shipping, including, but not limited to, UPS Ground, Overnight, and/or Messenger Service per billing period or per shipment based on number of products. Additional fees may be charged for Services provided outside Company's standard business hours or for computer/network issues and will be at Company hourly rates in effect at the time of such Services. Equipment may be supported and serviced using data that is automatically collected by Company from the Equipment via electronic transmission from the Equipment to a secure off-site location. Examples of automatically transmitted data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. All such data will be transmitted in a secure manner specified by Company. The automatic data transmission capability does not permit Company to read, view or download any Customer data, documents or other information residing on or passing through the Equipment or Customer's information management systems. Services may be delivered by Company's Affiliates and/or Subcontractors, at Company's sole discretion. Unless otherwise agreed to in writing, Customer remains solely responsible to secure any sensitive data and permanently delete such data from the internal media storage prior to removal of Equipment or termination of this Agreement. Company has no obligation to maintain Equipment beyond the "End of Service" for that particular model of Equipment. End of Service ("EOS") means the date announced by manufacturer after which Company will no longer offer Services for a particular Equipment model. Company reserves the right to discontinue Service upon thirty days written notice for any Equipment for which parts and/or Supplies are no longer available, or are not available on commercially reasonable terms.

5. **Meter; Electric Services.** Equipment is required to be connected to a remote transmission tool, which will periodically communicate meter reads as well as other device diagnostic data and upon which invoices will be based. If a remote transmission tool is not installed and otherwise upon request, you will provide us, by telephone, email, web submission, or fax with the actual meter readings three days prior to your due date. We may estimate the number of images used if such meter readings are not communicated to Company. The estimated charge for excess images shall be adjusted upon receipt of actual meter readings. If you are unable to maintain remote transmission, the Company reserves the right to charge you a per device fee for such affected Equipment due to the increased service visits that will be required in order to: (x) obtain such information, (y) provide such transmissions and (z) provide such Maintenance Services and Consumable Supplies that otherwise would have been provided remotely and/or proactively. If you elect to not install a remote transmission tool, the contract is subject to the manual meter collection fee outlined on the Company's currently published fee schedule. You agree to provide adequate space without charge for the Equipment, adequate electricity (including, if necessary, a dedicated 110 or 220-volt line), an electrical surge suppressor with a UL-1449 rating or better, and reasonable storage for supplies to be used with the Equipment.

6. **Additions and Modifications.** If, at any time during the Term, Customer upgrades, modifies, or adds equipment, Customer shall promptly notify Company and provide Company right of first refusal to provide Services for added equipment. Company maintains the right to inspect any upgrades and modifications to Equipment and/or additional equipment and, in its sole discretion, determine whether equipment is eligible for Services. If approved for Services, the Agreement will be amended to include such changes, including pricing modifications. All networked devices must be set up with our monitoring app for meters and Supplies. Any devices not under contract will be added automatically to the account for the listed rate. If our monitoring software is not reporting, the customer must work with us to resolve the issue as soon as possible.

7. **Term and Payment.** Except as may otherwise be provided for herein, this Agreement in non-cancellable and shall remain in effect throughout the Term; and, unless notified in writing sixty (60) days prior to its expiration, this Agreement shall automatically renew for 12 months. The Company reserves the right to terminate upon thirty days written notice. In the event the fees herein are included in Customer's lease payment, the Term shall run concurrently with the lease agreement and be subject to the renewal provisions provided for therein. The meter count at installation or, in the case of owned printers, at assessment, will be used for meter/overages calculations. Customer agrees to pay Company all amounts due within thirty days of the date of Company's invoice or, if the parties have agreed the third-party lessor will collect the service fees due under this Agreement on behalf of Company, in accordance with the applicable lease agreement, and all other sums when due and payable. Any Monthly Payment entitles Customer to Services and Supplies for a specific number and type (i.e. black & white, color, scan) of Prints/Copies as identified on the Cover Page and will be billed in advance. In addition, Customer agrees to pay the Overage Rate for each Print/Copy that exceeds the applicable number and type of Prints/Copies provided in the Minimum Monthly Payment which amount shall be billed in arrears and is payable as indicated on the Cover Page. A Print/Copy is defined as standard 8.5"x11" copy. No credit will be applied towards unused copies/prints. Customer's obligation to pay all sums when due shall be absolute and unconditional and is not subject to any abatement, offset, defense or counterclaim. If any payment is not received by Company within fifteen (15) days of its due date, Company may charge, and Customer will pay a late fee of 5% of the amount due or \$25, whichever is greater (or such lesser rate as is the maximum allowable by law). Company has the right to withhold Services and Supplies, without recourse, for any non-payment. Unless otherwise stated on the Cover Page, Company may increase the Base Charge and/or the Overage Rates on an annual basis, in an amount not to exceed 20%. Company retains the right to have all or some of the amounts due hereunder billed and/or collected by third parties. If Customer requires any specialized billing procedure or invoicing, Company reserves the right to bill an administrative fee, in accordance with Company's currently published fee schedule, which is subject to change from time to time.

8. **Taxes.** Payments are exclusive of all state and local sales, use, excise, privilege and similar taxes, if any. You will be responsible for, indemnify and hold Company harmless from, all applicable taxes, fees or charges (including sales, use, personal property and transfer taxes (other than net income taxes), plus interest and penalties) assessed by any governmental entity on you, the Equipment, this Agreement, or the amounts payable hereunder (collectively, "Taxes"), unless you timely provide continuing proof of your tax exempt status. Customer will pay when due, either directly to the taxing authority or to Company upon demand, all taxes, fines and penalties relating to this Agreement that are now or in the future assessed or levied, except for taxes levied upon Company's income.

9. **Applicable Laws.** Both Parties agree that they will comply with all applicable laws and regulations during the Term.

10. **Limited License to Use Software.** Company grants (and is authorized by its licensors to grant) Customer a non-exclusive, non-transferable license to use in the U.S.: (a) software and accompanying documentation ("Base Software") only with the Equipment with which it was delivered; and (b) Software that is set forth as a separate line item in this Agreement ("Application Software") (including its accompanying documentation), as applicable, for as long as Customer is current in the payment of all applicable software license fees. "Base Software" and "Application Software" are referred to collectively as "Licensed Software". Customer has no other rights and may not: (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer Licensed Software; (2) activate Licensed Software delivered with the Equipment in an inactivated state; or (3) allow others to engage in same. Title to, and all intellectual property rights in, Licensed Software will reside solely with Company and/or its licensors (who will be considered third-party beneficiaries of this Section). Licensed Software may contain code capable of automatically disabling the Equipment. Disabling code may be activated if: (x) Company is denied access to periodically reset such code; (y) Customer is notified of a default under this Agreement; or (z) Customer's license is terminated or expires. The Base Software license will terminate: (i) if Customer no longer uses or possesses the Equipment; or (ii) upon the expiration or termination of this Agreement, unless Customer has exercised its option to purchase the Equipment. Neither Company nor its licensors warrant that Licensed Software will be free from errors or that its operation will be uninterrupted. The foregoing terms do not apply to Diagnostic Software or to Licensed Software/documentation accompanied by a clickwrap or shrinkwrap license agreement or otherwise made subject to a separate license agreement.

Customer Initial: \_\_\_\_\_

## Sales and Service Terms and Conditions

11. **Diagnostic Software.** Software used to evaluate or maintain the Equipment ("Diagnostic Software") is included with the Equipment. Diagnostic Software is a valuable trade secret of Company or its Licensors. Title to Diagnostic Software will remain with Company or its licensors. Company does not grant Customer any right to use Diagnostic Software, and Customer will not access, use, reproduce, distribute or disclose Diagnostic Software for any purpose (or allow third parties to do so). Customer will allow Company reasonable access to the Equipment to remove or disable Diagnostic Software if Customer is no longer receiving Service from Company, provided that any on-site access to Customer's facility will be during Customer's standard business hours.
12. **Software Support.** Except for Application Software identified as "No Svc." on the Cover Page, Company (or a designated servicer) will provide the software support set forth below ("Software Support"). For Base Software for Equipment, Software Support will be provided during the initial Term and any renewal period but in no event longer than 5 years after Company stops taking customer orders for the subject model of Equipment. For Application Software, Software Support will be provided as long as Customer is current in the payment of all applicable software license and support fees. Company will maintain a web-based or toll-free hotline during Company's standard working hours to report Licensed Software problems and answer Licensed Software-related questions. Company, either directly or with its vendors, will make reasonable efforts to: (a) assure that Licensed Software performs in material conformity with its user documentation; (b) provide available workarounds or patches to resolve Licensed Software performance problems; and (c) resolve coding errors for (i) the current Release and (ii) the previous Release for a period of 6 months after the current Release is made available to Customer. Company will not be required to provide Software Support if Customer has modified the Licensed Software. New releases of Licensed Software that primarily incorporate compliance updates and coding error fixes are designated as "Maintenance Releases" or "Updates". Maintenance Releases or Updates that Company may make available will be provided at no charge and must be implemented within six months. New releases of Licensed Software that include new content or functionality ("Feature Releases") will be subject to additional license fees at then-current pricing. Maintenance Releases, Updates and Feature Releases are collectively referred to as "Releases". Each Release will be considered Licensed Software governed by the Software License and Licensed Software Support provisions of this Agreement (unless otherwise noted). Implementation of a Release may require Customer to procure, at Customer's expense, additional hardware and/or software from Company or another entity. Upon installation of a Release, Customer will return or destroy all prior Releases..
13. **INTELLECTUAL PROPERTY.**
- a. **CUSTOMER'S CONTENT AND CUSTOMER ASSETS.** Customer represents and warrants that it owns the customer assets and its content and materials provided to Company in connection with this Agreement or otherwise has the right to authorize Company to perform the Services hereunder. Customer represents and warrants that such content and materials do not, and shall not, contain any content that (i) is libelous, defamatory or obscene and/or (ii) infringes on or violates any applicable laws, regulations or rights of a third party, including without limitation, export laws, or any proprietary, intellectual property, contract, moral or privacy right or any other third party right.
- b. **XEROX TOOLS.** "Xerox Tools" means certain Xerox proprietary tools (including any modifications, enhancements and derivative works) used by Company to provide certain Services Xerox and its licensors will at all times retain all right, title and interest in and to Xerox Tools including without limitation, all intellectual property rights therein, and, except as expressly set forth herein or as set forth in a Statement of Work (SOW) where limited access to the Xerox Device Manager (XDM) may be granted for a specific purpose, no rights to use, access or operate the Xerox Tools are granted to Customer. Xerox Tools will be installed and operated only by Company or its authorized agents. If required for royalty reporting purposes, Company may disclose Customer's name and address to Xerox and/or the third-party licensor of certain Xerox Tools. Customer will not decompile or reverse engineer any Xerox Tools, or allow others to engage in same. Customer will have access to reports generated by the Xerox Tools and stored in a provided database as set forth in the applicable SOW. Company may remove Xerox Tools at any time in Company's sole discretion, provided that the removal of Xerox Tools will not affect Company's obligations to perform Services, and Customer shall reasonably facilitate such removal. If Xerox Tools are included as part of the Services, they may be used by Customer only in conjunction with such Services.
- c. **LIMITED LICENSE TO ASSESSMENTS AND REPORTS.** Customer may duplicate and distribute assessments and/or reports prepared by Company pursuant to this Agreement only for Customer's internal business purposes. Any recommendations and processes described in assessments and/or reports may only be implemented by Company for Customer and, if implemented, used by Customer only for Customer's internal business purposes.
- d. **NO GRANTS TO CUSTOMER.** Customer agrees that, except as set forth expressly in this Agreement, no other rights or licenses are granted to Customer. Further, the rights granted to Customer in this Section shall immediately terminate if Customer defaults hereunder with respect to any of its obligations related to such grant.
14. **CONFIDENTIAL INFORMATION.** Information exchanged under this Agreement will be treated as confidential if it is identified as confidential at disclosure or if the circumstances of disclosure would indicate to a reasonable person that the information should be treated as confidential ("Confidential Information"). The terms and conditions of this Agreement are Confidential Information of Company and Customer, and each party agrees not to disclose any of the foregoing without the other party's prior written consent. Confidential Information will be protected using a reasonable degree of care to prevent unauthorized use or disclosure for two (2) years from the termination or expiration of this Agreement under which such Confidential Information was disclosed, whichever occurs later; provided, however, confidentiality with respect to trade secrets and Xerox Tools will not expire. These obligations of confidentiality will not apply to any Confidential Information that: (1) was in the public domain prior to, at the time of, or subsequent to the date of disclosure through no fault of the receiving party; (2) was rightfully in the receiving party's possession or the possession of any third party free of any obligation of confidentiality; (3) was developed by the receiving party's employees independently of and without reference to any of the other party's Confidential Information; or (4) where disclosure is required by law or a government agency. Upon expiration or termination of this Agreement, each party will return to the other or, if requested, destroy, all Confidential Information of the other in its possession or control, except such Confidential Information as may be reasonably necessary to exercise rights that survive termination of this Agreement.
15. **Warranty.** Customer acknowledges that the Products covered by this Agreement were selected by Customer based upon its own judgment. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF NON-INFRINGEMENT; IMPLIED WARRANTIES OF MERCHANTABILITY; OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE SPECIFICALLY AND UNRESERVEDLY EXCLUDED.
16. **LIMITATION OF LIABILITY.** IN NO EVENT, SHALL COMPANY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, TORT, OR ANY OTHER LEGAL THEORY AND IRRESPECTIVE OF WHETHER COMPANY HAS NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL COMPANY BE LIABLE TO CUSTOMER FOR ANY DIRECT DAMAGES IN EXCESS OF THE FEES PAID FOR SERVICES UNDER THIS AGREEMENT BY CUSTOMER TO COMPANY DURING THE SIX-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT THAT GAVE RISE TO THE CLAIM.
17. **Default; Remedies.** Any of the following events or conditions shall constitute an Event of Default under this Agreement: (a) failure by Customer to make payment when due of any indebtedness to Company or for the Products, whether or not arising under this Agreement, without notice or demand by Company; (b) breach by Customer of any obligation herein; or (c) if Customer ceases doing business as a going concern. If Customer defaults, Company may: (1) require future Services, including Supplies, be paid for in advance, (2) require Customer to immediately pay the amount of the remaining unpaid balance of the Agreement, (3) terminate any and all agreements with Customer, and/or (4) pursue any other remedy permitted at law or in equity. In the Event of Default, remaining payment amounts due will be calculated using the average of the last six months' billing or the amount set forth on the face of the Agreement, whichever is greater, multiplied by the remaining months of the Agreement, to compensate for loss of bargain and not as a penalty. Customer agrees that any delay or failure of Company to enforce its rights under this Agreement does not prevent Company from enforcing any such right at a later time. All of Company's rights and remedies survive the termination of this Agreement. In the event of a dispute arising out of this Agreement or the Products listed herein, should it prevail, Company shall be entitled to collection of its reasonable costs and attorneys' fees incurred in defending or enforcing this Agreement, whether or not litigation is commenced.
18. **Assignment.** Customer may not sell, transfer, or assign this Agreement without the prior written consent of Company. Company may sell, assign or transfer this Agreement.
19. **Notices.** All notices required or permitted under this Agreement shall be by overnight courier such party at the address set forth in this Agreement, or at such other address as such party may designate in writing from time to time. Any notice from Company to Customer shall be effective two days after it has been sent via overnight courier.
20. **Indemnification.** Each party, if promptly notified by the other and given the right to control the defense, shall indemnify, defend and hold harmless the other party, its affiliates, and their respective officers, directors, employees, agents, successors and assigns, from and against all claims by a third party for losses, damages, costs or liability of any kind (including expenses and reasonable legal fees) that a court finally awards such party ("Claims") for bodily injury (including death) and damage to real or tangible property, to the extent proximately caused by the negligent acts or omissions, or willful misconduct of the indemnifying party (or its affiliates) in connection with this Agreement.
21. **Fax/Electronic Execution.** A faxed or electronically transmitted version of this Agreement may be considered the original and Customer will not have the right to challenge in court the authenticity or binding effect of any faxed or scanned copy or signature thereon. This Agreement may be signed in counterparts and all counterparts will be considered and constitute the same Agreement.
22. **Warranty to Execute.** Each party represents and warrants to the other, as an essential part of this Agreement, that: (i) it is duly organized and validly existing and in good standing under the laws of the state of its incorporation or formation; (ii) this Agreement has been duly authorized by all appropriate corporate action for signature; and (iii) the individual signing this Agreement is duly authorized to do so.
23. **Miscellaneous.** (a) Choice of Law. This Agreement shall be governed by the laws of the state of \_\_\_\_\_ (without regard to the conflict of laws or principles of such states); (b) Jury Trial. CUSTOMER EXPRESSLY WAIVE TRIAL BY JURY AS TO ALL ISSUES ARISING OUT OF OR RELATED TO THIS AGREEMENT; (c) Entire Agreement. This Agreement constitutes the entire agreement between the parties with regards to the subject matter herein and supersedes all prior agreements, proposals or negotiations, whether oral or written; (d) Enforceability. If any provision of this Agreement is unenforceable, illegal or invalid, the remaining provisions will remain in full force and effect; (e) Amendments. This Agreement may not be amended or modified except by a writing signed by the parties; provided Customer agrees that Company is authorized, without notice to Customer, to supply missing information or correct obvious errors provided that such change does not materially alter Customer's obligations; (f) Force Majeure. Company shall not be responsible for delays or inability to provide Products or Services caused directly or indirectly by strikes, accidents, climate conditions, parts availability, unsafe travel conditions, or other reasons beyond Company's control.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE TOWN PRESIDENT TO ENTER INTO A CERTAIN AGREEMENT WITH FAUST, INC. DBA ABC AUTOMOTIVE ELECTRONICS TO PROVIDE SERVICES TO THE TOWN OF CICERO, COUNTY OF COOK, STATE OF ILLINOIS.**

WHEREAS, the Town of Cicero (the “Town”) was created by a charter enacted by the Illinois General Assembly (the “Charter”); and

WHEREAS, the Corporate Authorities of the Town (as defined below) are governed by the Charter and the Constitution of the State of Illinois and the statutes of the State of Illinois when not specified in the Charter; and

WHEREAS, the Town is a home rule unit of local government as is provided by Article VII, Section 6 of the Illinois Constitution of 1970, and as a home rule unit of local government the Town may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Town President (the “President”) and the Board of Trustees of the Town (the “Town Board” and with the President, the “Corporate Authorities”) are committed to protecting the safety of individuals visiting, residing in, and working in the Town; and

WHEREAS, the Cicero Police Department (the “CPD”) is responsible for protecting the rights, welfare, and property of Town residents, preventing crime, and ensuring the safety of individuals residing in and visiting the Town; and

WHEREAS, to ensure the proper execution of their duties, it is necessary for officers of the CPD to have effective and efficient modes of communication; and

WHEREAS, in connection with the foregoing, the Corporate Authorities recognize the need for a third party to install and/or service certain communication equipment for the CPD (the “Services”); and

WHEREAS, Faust, Inc. dba ABC Automotive Electronics (“ABC Automotive”) provided the Town with an agreement (the “Agreement”), attached hereto and incorporated herein as Exhibit A, which sets forth the terms, covenants, and conditions under which ABC Automotive will provide the Services to the Town; and

WHEREAS, the Corporate Authorities have determined that it is in the best interests of the Town and its residents to approve, execute, and enter into an agreement with terms substantially the same as the terms set forth in the Agreement; and

WHEREAS, the President is authorized to enter into and the Town Attorney (the “Attorney”) is authorized to revise agreements for the Town making such insertions, omissions, and changes as shall be approved by the President and the Attorney;

NOW, THEREFORE, BE IT RESOLVED by the President and the duly authorized Board of Trustees of the Town of Cicero, County of Cook, State of Illinois, as follows:

**ARTICLE I.  
IN GENERAL**

**Section 1.0 Findings.**

The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preambles to this Resolution are full, true, and correct and do hereby, by reference, incorporate and make them part of this Resolution as legislative findings.

**Section 2.0 Purpose.**

The purpose of this Resolution is to authorize the President or his designee to enter into, and approve the Agreement whereby ABC Automotive will provide the Services to



the Town, to further authorize the President or his designee to take all steps necessary to carry out the terms of the Agreement, and to ratify any steps taken to effectuate those goals.

**ARTICLE II.  
AUTHORIZATION**

**Section 3.0 Authorization.**

The Town Board hereby authorizes and directs the President or his designee to enter into and approve the Agreement in accordance with its terms, or any modification thereof, and to ratify any and all previous action taken to effectuate the intent of this Resolution. The Town Board authorizes and directs the President or his designee to execute the applicable Agreement, with such insertions, omissions, and changes as shall be approved by the President and the Attorney. The Town Board further authorizes the President or his designee to execute any and all additional documentation that may be necessary to carry out the intent of this Resolution. The Town Clerk is hereby authorized and directed to attest to and countersign any documentation as may be necessary to carry out and effectuate the purpose of this Resolution. The Town Clerk is also authorized and directed to affix the Seal of the Town to such documentation as is deemed necessary. To the extent that any requirement of bidding would be applicable to the Services described herein, the same is hereby waived.

**ARTICLE III.  
HEADINGS, SAVINGS CLAUSES, PUBLICATION,  
EFFECTIVE DATE**

**Section 4.0 Headings.**

The headings of the articles, sections, paragraphs, and subparagraphs of this Resolution are inserted solely for the convenience of reference and form no substantive

part of this Resolution nor should they be used in any interpretation or construction of any substantive provision of this Resolution.

**Section 5.0 Severability.**

The provisions of this Resolution are hereby declared to be severable and should any provision of this Resolution be determined to be in conflict with any law, statute, or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable, and as though not provided for herein, and all other provisions shall remain unaffected, unimpaired, valid, and in full force and effect.

**Section 6.0 Superseder.**

All code provisions, ordinances, resolutions, rules, and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

**Section 7.0 Publication.**

A full, true, and complete copy of this Resolution shall be published in pamphlet form or in a newspaper published and of general circulation within the Town as provided by the Illinois Municipal Code, as amended.

**Section 8.0 Effective Date.**

This Resolution shall be effective and in full force immediately upon passage and approval.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2023 pursuant to a roll call vote as follows:

	<b>YES</b>	<b>NO</b>	<b>ABSENT</b>	<b>PRESENT</b>
Viruso				
Cundari				
Reitz				
Garcia				
Porod				
Cava				
Vargas				
(President Dominick)				
<b>TOTAL</b>				

**APPROVED** by the President on \_\_\_\_\_, 2023

\_\_\_\_\_  
 LARRY DOMINICK  
 PRESIDENT

**ATTEST:**

\_\_\_\_\_  
 MARIA PUNZO-ARIAS  
 TOWN CLERK

**EXHIBIT A**

## SERVICE AGREEMENT

THIS SERVICE AGREEMENT (the “Agreement”) made and entered into this \_\_\_\_\_ 1st \_\_\_\_\_ day of \_\_\_\_\_ June \_\_\_\_\_, 2023 (the “Effective Date”) by and between the Town of Cicero, an Illinois Municipal Corporation, (hereinafter the “Town”) and Faust, Inc. a domestic corporation, dba ABC Automotive Electronics (“ABC”). For convenience, the Town and ABC may be referred to together as the “Parties” and each individually as a “Party.”

### WITNESSETH:

WHEREAS, the Town President (the “President”) and Board of Trustee (the “Board” and, with the President, the “Corporate Authorities”) have determined that the Town is in need of services for repair and/or replacement of equipment pertaining to Cicero Police vehicles; and

WHEREAS, in connection with the foregoing, the Town previously solicited a proposal from a vendor who is able to provide for repair and/or replacement for any defective or non-working parts pertaining to the emergency lighting and siren system (the “Services”); and

WHEREAS, the Services include supplying either new or “like new” products to facilitate any repairs; keep materials in stock; ordering and sending defective parts out for repair to third party vendors or repair facilities; and

WHEREAS, ABC previously submitted a proposal to the Town’s Superintendent of Police (the “Proposal”), a copy of which is incorporated herein by reference, setting forth the terms upon which it would provide the Services to the Town; and

WHEREAS, the Corporate Authorities have determined that ABC is an approved vendor for the Town, and as such, the Parties have determined that it is in their best interests to enter into this Agreement to set forth the general terms, covenants and conditions under which ABC will continue to provide the Services to the Town;

NOW THEREFORE, in consideration of the foregoing, the mutual promise and covenants contained herein, and other good and valuable consideration, the sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Recitals. The recitals set forth above are full, true and correct and are hereby incorporated into this Agreement as if fully restated herein.
  
2. Services. ABC shall provide to the Town the above referenced Services at the time and in the form as reasonably requested by the Town, which shall include at least one (1) day per week. ABC and the Town will cumulatively choose a convenient day for such

Services. ABC may elect to bring more involved repairs to one of the ABC installation centers currently located at either 1419 S. Harlem in Berwyn or 7213 Roosevelt Rd in Forest Park to facilitate repairs. ABC has the right to subcontract any repairs if needed at ABC's discretion. ABC may also elect to make repairs in addition to the service day selected if technician and product are available. Product and labor warranties will run concurrent with existing contract or 90 days from repair date (whichever is the latter date of the repair).

This Agreement does not cover any communication products including two-way radios, air cards, GPS units, computers, antennas or docking stations. ABC will not charge a fee for labor if the Town supplies the products to ABC for repair and/or installation. Additionally, ABC will replace with "of like" products at no additional labor cost supplied by the Town or one of its suppliers or agents and such service will be treated as part of the monthly maintenance fee.

3. Term. The respective duties and obligations of the Parties as set forth in this Agreement shall run for a period of one (1) year, commencing on the Effective Date (the "Term") and terminating one (1) year from the date of execution of this Agreement, unless terminated earlier by the Town. The Town may terminate this Agreement upon thirty (30) days prior written notice of its intent to terminate. In the event of the early termination of this Agreement, at the expiration of the thirty (30) day notice period, the duties and obligations by and between the Parties, except as otherwise set forth herein, shall be deemed to be null and void and have no further effect.

4. Rates. The rates shall be as those set forth below:

- a. Any line/patrol car with exterior light and police markings will have a monthly maintenance fee of \$18.50 per vehicle.
- b. Any admin/detective car that does not have police markings will have a monthly fee of \$13.50 per vehicle.

At the time of the Effective Date of this Agreement, the Town has thirty-eight (38) Marked vehicles and thirty-two (32) Unmarked vehicles in service to total seventy (70) vehicles for the Town to be serviced.

Although the number of vehicles may change monthly, ABC will invoice the Town the current total of all Marked as well as Unmarked Police vehicles per month per vehicle. Any changes to the number of vehicles either additionally or no longer in service will be the sole responsibility of the Town to notify ABC of any changes. Any vehicles added without knowledge of ABC and not currently being charged monthly will be billed at an hourly rate at \$85 per hour labor and parts will be supplied at an extra cost in line with current market wholesale prices. The Town will also be responsible to notify ABC of any vehicles that have been retired or vehicles out of service permanently. This Agreement does not cover any damaged or missing equipment and will be billed to the Town additionally per above fees. ABC will assume that all vehicles are in working order at the time of the Effective Date and any vehicle that has defective parts prior to this Agreement,

will be charged labor and parts per above fees.

5. Limitation of Authority. To the extent that ABC performs the Services through its own employees or independent contractors in accordance with this Agreement, ABC shall have full authority over such employees and contractors. Notwithstanding anything contained herein to the contrary, in no event shall ABC have the right or authority, express or implied, to commit or otherwise bind or obligate the Town to any liability or agreement, unless authorized to do so in writing by the Town.

6. Associated Professionals. If the Town shall require specialized Services which are outside ABC's expertise, at the Town's request, ABC may recommend the hiring of, and advise the Town with respect to the selection of, appropriate associated professionals for specialized services.

7. Indemnification of Town. To the fullest extent permitted by law, ABC agrees to defend, indemnify and hold the Town, its past and present officials (whether elected or appointed), trustees, employees, volunteers, insurers, directors, agents, officers, representatives, attorneys, independent contractors, successors or predecessors and any other party in any way related to the Town, harmless from and against any and all claims, losses, liabilities, penalties, liens, encumbrances, obligations, causes of action, costs and expenses (including reasonable attorneys' fees and court costs), intellectual property claims, deaths, injuries, and damages (whether actual or punitive), whether known or unknown, suspected or unsuspected contingent or actual, liquidated or unliquidated, that occurred or are alleged to have occurred in whole or in part in connection with the Services, the intentional, willful or negligent acts or omissions or ABC or ABC's violation of any law or the rights of a third party or this Agreement. This Section shall be interpreted as broadly as possible under state and federal law and shall survive the termination of this Agreement.

8. Insurance. ABC shall maintain, at its sole cost and expense, general liability insurance with a limit of at least Five Hundred Thousand and No/100 U.S. Dollars (\$500,000.00) and any other insurance policy deemed necessary by the Town, during the term of this Agreement. ABC shall provide the Town with certificates of insurance identifying the Town as an "Additional Insured." Said certificates of insurance shall read "ADDITIONAL INSURED: The Town of Cicero, Illinois, its officials, trustees, executives, employees, consultants, attorneys, agents, volunteers, and representatives shall be primary and non-contributory Additional Insureds with respect to the general liability coverage specified above." If at any time during this Agreement, any insurance policy required by this Agreement changes or is cancelled, ABC shall immediately notify the Town by telephone and in writing. Failure to maintain insurance coverage as required by this Section or to notify the Town as described in this Section shall constitute a material breach of this Agreement.

9. Remedies. In addition to any and all other rights a Party may have available according to law, if a Party defaults by failing to substantially perform any provision, term or condition of this Agreement (including, without limitation, the failure to make a



monetary payment when due, or perform the Services described herein), the other Party may terminate the Agreement by providing written notice to the defaulting Party. This notice shall describe with sufficient detail the nature of the default. The Party receiving such notice shall have thirty (30) days from the effective date of such notice to cure the default(s). Unless waived by the Party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement.

10. Termination by Town. The Town has the right to terminate this Agreement with or without cause upon thirty (30) days prior written notice to ABC of the Town's intent to terminate this Agreement.

11. Licensure and Certifications. At all times during the term of this Agreement, ABC shall maintain in good standing all applicable licenses, certificates and permits necessary to provide the Services in the State of Illinois and/or the Town of Cicero. ABC shall provide the Town with current copies of all licenses, certificates and permits required under this Section and any other such licenses, certificates or permits required to perform the Services in accordance with all laws. In the event that revocation, suspension, probation, reprimand, or other discipline is imposed against ABC's license to provide the Services in the State of Illinois and/or the Town of Cicero, ABC shall immediately notify the Town by telephone and in writing. Failure to maintain licensure and certification as required by this Section or to notify the Town as described in this Section shall constitute a material breach of this Agreement.

12. Independent Contractor. Nothing herein shall be construed to create an employer-employee relationship between the Town and ABC. ABC is an independent contractor and not an employee of the Town or any of its subsidiaries or affiliates. The consideration set forth herein shall be the sole consideration due ABC for the services rendered hereunder. It is understood that the Town will not withhold any amounts for payment of taxes from the compensation of ABC hereunder. ABC will not represent to be or hold itself out as an employee of the Town. ABC shall not have any authority to bind the Town, contractually or otherwise, or to cause the Town to incur any obligation to any third party.

13. Warranty. ABC shall provide its services and meet its obligations under this Agreement in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in the Town's community and the region, and will provide a standard of care equal to, or superior to, the care used by service providers similar to ABC on similar projects.

14. Waiver and Delay. Except as expressly provided herein, no waiver by a Party of any breach of this Agreement by the other Party shall be deemed to be a waiver of any other breach by such other Party (whether preceding or succeeding and whether or not of the same or similar nature), and no acceptance of payment or performance by a Party after any breach by the other Party shall be deemed to be a waiver of any breach of this Agreement or any representation or warranty hereunder by such other Party whether or not the first Party knows of such breach at the time it accepts such payment or performance.

No failure or delay by a Party to exercise any right it may have by reason of a default by the other Party shall operate as a waiver of default or as a modification of this Agreement or shall prevent the exercise of any right by the first Party while the other Party continues to be in default.

15. Entire Agreement. This Agreement contains the entire agreement of the Parties, and there are no other promises or conditions in any other agreement, whether oral or written, concerning the subject matter of this Agreement. This Agreement supersedes any prior written or oral agreements between the Parties and this Agreement shall control if there are any conflicting terms stated in the Proposal or any other documentation that is incorporated into this Agreement.

16. Notices. Any notice which is required or permitted under this Agreement shall be in writing and deemed given when actually delivered, if delivered by private messenger service or telecopier, or two (2) days following deposit in the United States Mail, postage prepaid by certified or registered mail, return receipt requested, addressed to the Party to which notice is directed at its address as set forth below, or to such other address as may be specified from time to time by either Party in writing:

**To Town:**

Superintendent of Police  
The Town of Cicero Police Department  
4901 W. Cermak Road  
Cicero, Illinois 60804

**With a Copy To:**

Del Galdo Law Group, LLC  
Attn: Michael T. Del Galdo, Esq.  
1441 S. Harlem Avenue  
Berwyn, Illinois 60402

**To Faust, Inc. dba ABC Automotive Electronics:**

ABC Automotive Electronics  
1401 Landmeier Road  
Elk Grove Village, IL 60007

17. Assignment. This Agreement is personal in character and neither the Town nor ABC shall assign its interest in this Agreement without the prior written consent of the other. No assignment, even if consented to, shall in any way reduce or eliminate the liability of the assignee for obligations accrued prior to such assignment.

18. Books and Records. ABC shall keep complete and detailed books and records, which accurately reflect the costs for the services provided hereunder, which have been

processed by ABC as part of a pay request application. Such books and records and all supporting data shall at all times be open for inspection by the Town. Upon request, ABC shall tender copies of said books and records within one (1) business day of the Town's request for said records.

19. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Illinois, without giving effect to its principles of conflict of laws. All suits, actions, claims and causes of action relating to the construction, validity, performance and enforcement of this Agreement shall be brought in the state courts of Cook County, Illinois.

20. Attorney's Fees. Should either Party employ an attorney or attorneys to enforce any of the provisions hereof or to recover damages for the breach of this Agreement, the non-prevailing Party shall pay to the prevailing Party all reasonable costs, damages and expenses, including attorneys' fees, expended or incurred in connection therewith.

21. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which taken together shall be deemed one Agreement.

22. Severability. If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed and enforced as so limited.

23. Amendment. This Agreement may only be modified or amended in writing, provided such writing is signed by both Parties to this Agreement.

24. Waiver. ABC hereby releases, waives, discharges and covenants not to sue the Town and the Town's officials (whether elected or appointed), officers, directors, trustees, agents, servants, representatives, attorneys, insurers, volunteers, employees, independent contractors, successors, predecessors and any other party in any way related to the Town (collectively, the "Released Parties") of and from any and all claims, suits and damages on account of any injury to the person or property of ABC that may arise in whole or in part from ABC's performance of the Services, save those injuries caused by the Town's own negligence or default under this Agreement, including, without limitation, personal injury or death that may arise in whole or in part due to the condition of the Town's premises, facilities or other property (collectively, the "Claims").

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the later date set forth below, which shall be deemed the Effective Date.

**FAUST, INC. DBA ABC THE TOWN OF CICERO  
AUTOMOTIVE ELECTRONIC**

John Faust



Printed Name

Signature

General Manager

Title

Title

05/22/2023

Date

Date

ATTEST:

Maria Punzo-Arias  
The Town of Cicero Clerk

(SEAL)

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE TOWN PRESIDENT TO ENTER INTO SERVICE AGREEMENTS WITH FOUNTAIN PROS LLC FOR THE TOWN OF CICERO, COUNTY OF COOK, STATE OF ILLINOIS.**

WHEREAS, the Town of Cicero (the “Town”) was created by a charter enacted by the Illinois General Assembly (the “Charter”); and

WHEREAS, the Corporate Authorities of the Town (as defined below) are governed by the Charter and the Constitution of the State of Illinois and the statutes of the State of Illinois when not specified in the Charter; and

WHEREAS, the Town is a home rule unit of local government as is provided by Article VII, Section 6 of the Illinois Constitution of 1970, and as a home rule unit of local government the Town may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Town President (the “President”) and the Board of Trustees of the Town (the “Town Board” and with the President, the “Corporate Authorities”) are committed to ensuring the health, safety, and general welfare of its residents by ensuring that residents have operational water fountains in the Town’s community parks for the upcoming summer months; and

WHEREAS, certain water fountains in the Town require maintenance and winterization (the “Services”), specifically the fountains located at the Larmie Park Splash Pad and the Cicero Municipal Center; and

WHEREAS, Fountain Pros LLC (“Fountain Pros”) has provided the Town with certain service agreements (the “Agreements”), attached hereto and incorporated herein as

Group Exhibit A, which set forth the terms, covenants, and conditions under which Fountain Pros will provide the Services to the Town; and

WHEREAS, the Corporate Authorities find that it is necessary for the health, safety, and general welfare of the Town to approve, enter into, and execute agreements with terms substantially the same as the terms of the Agreements; and

WHEREAS, the President is authorized to enter into and the Town Attorney (the “Attorney”) is authorized to revise agreements for the Town making such insertions, omissions, and changes as shall be approved by the President and the Attorney;

NOW, THEREFORE, BE IT RESOLVED by the President and the duly authorized Board of Trustees of the Town of Cicero, County of Cook, State of Illinois, as follows:

**ARTICLE I.  
IN GENERAL**

**Section 1.0 Findings.**

The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preambles to this Resolution are full, true, and correct and do hereby, by reference, incorporate, and make them part of this Resolution as legislative findings.

**Section 2.0 Purpose.**

The purpose of this Resolution is to authorize the President or his designee to enter into and approve the Agreements whereby Fountain Pros will provide the Services in accordance with the terms of the Agreements, to further authorize the President to take all steps necessary to carry out the terms of the Agreements, and to ratify any steps taken to effectuate that goal.

**ARTICLE II.  
AUTHORIZATION**

**Section 3.0 Authorization.**

The Town Board hereby authorizes and directs the President or his designee to enter into and approve the Agreements in accordance with their terms, or any modifications thereof, and to ratify any and all previous action taken to effectuate the intent of this Resolution. The Town Board authorizes and directs the President or his designee to execute the Agreements, with such insertions, omissions, and changes as shall be approved by the President and the Attorney, and the Town Board further authorizes the President or his designee to execute any and all additional documentation that may be necessary to carry out the intent of this Resolution. The Town Clerk is hereby authorized and directed to attest to and countersign the Agreements and any other documentation as may be necessary to carry out and effectuate the purpose of this Resolution. The Town Clerk is also authorized and directed to affix the Seal of the Town to such documentation as is deemed necessary. To the extent that any requirement of bidding would be applicable to the Services sought hereunder, the same is hereby waived.

**ARTICLE III.  
HEADINGS, SAVINGS CLAUSES, PUBLICATION,  
EFFECTIVE DATE**

**Section 4.0 Headings.**

The headings of the articles, sections, paragraphs, and subparagraphs of this Resolution are inserted solely for the convenience of reference and form no substantive part of this Resolution nor should they be used in any interpretation or construction of any substantive provision of this Resolution.



**Section 5.0 Severability.**

The provisions of this Resolution are hereby declared to be severable and should any provision of this Resolution be determined to be in conflict with any law, statute, or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable, and as though not provided for herein, and all other provisions shall remain unaffected, unimpaired, valid, and in full force and effect.

**Section 6.0 Superseder.**

All code provisions, ordinances, resolutions, rules, and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

**Section 7.0 Publication.**

A full, true, and complete copy of this Resolution shall be published in pamphlet form or in a newspaper published and of general circulation within the Town as provided by the Illinois Municipal Code, as amended.

**Section 8.0 Effective Date.**

This Resolution shall be effective and in full force immediately upon passage and approval.

(THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK)

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2023, pursuant to a roll call vote as follows:

	<b>YES</b>	<b>NO</b>	<b>ABSENT</b>	<b>PRESENT</b>
Viruso				
Cundari				
Reitz				
Garcia				
Porod				
Cava				
Vargas				
(President Dominick)				
<b>TOTAL</b>				

**APPROVED** by the President on \_\_\_\_\_, 2023

\_\_\_\_\_  
 LARRY DOMINICK  
 PRESIDENT

**ATTEST:**

\_\_\_\_\_  
 MARIA PUNZO-ARIAS  
 TOWN CLERK

**GROUP EXHIBIT A**



5/18/2023

Jeff Pesek  
Town of Cicero  
4949 W. Cermak Rd.  
Cicero, IL 60804

RE: 2023 FOUNTAIN MAINTENANCE PROPOSAL FOR CICERO MUNICIPAL CENTER

Mr. Pesek,

Fountain Pros LLC is pleased to quote you the following work:

**Fountain Start-Up -- \$680.00 (JUNE 1<sup>ST</sup>)**

- Clean and remove all accumulated debris and wash fountain.
- Remove all expansion plugs.
- Drain all residual antifreeze.
- Replace any removed equipment (fountain nozzles etc.)
- Clean and inspect filter equipment.
- Ensure water supply is functional.
- Test and evaluate all electrical components.
- Fill fountain.
- Ensure all water fill sensors are functional.
- Ensure fountain runs in "auto" mode.

**Weekly Fountain Maintenance -- \$255.00 per week (14 WEEKS EXPECTED)**

- Clean filter.
- Clean and inspect pump strainer baskets.
- Check fountain chemical levels and adjust as necessary. (Chemicals included)
  - PH 7.2 – 8.0
  - Total Alkalinity 100 – 150 PPM
  - Calcium Hardness 175-300 PPM
  - Free Oxidizer 1.0 – 3.0 PPM
- Vacuum fountain of all debris.
- Check operation of all motors.
- Check operation of the auto-fill system.
- Check operation of the fountain overflow plumbing.
- Check operation of the chemical feed system.
- Check operation of the fountain control panel.
- Clean and adjust all fountain nozzles.
- Check operation of the mechanical room sump pump.



Fountain Shut Down (Winterization) -- **\$850.00 (Closed after Labor Day)**

- Completely drain fountain including all plumbing.
- Remove debris.
- Clean fountain interior.
- Clean and drain all filter equipment.
- Clean and drain all pumps and strainer baskets.
- Winterize chemical treatment unit and PH, ORP probes.
- Blow out all fountain plumbing to ensure plumbing is drained.
- Plug and cover any necessary fountain plumbing.
- Remove overflow equipment and leave open main fountain drain.
- Drain all pump suction and discharge lines and fill with antifreeze as needed.
- Drain fountain filling system.
- Remove any fountain equipment that will be stored in mechanical room.
- Turn off any unnecessary fountain electrical equipment.
- Ensure mechanical room sump pump is operational.
- Fit winter covers over all applicable nozzles.

Total for a typical 16-week season is **\$5,100.00**.

Please let me know if you have any questions.

COI and W9 available upon contract acceptance.

Thank you,

Matthew Saulka  
Fountain Pros LLC  
360 Lively Blvd.  
Elk Grove Village, IL 60007  
P. 847-264-0955  
E. matt@thefountainpros.com

**\*\*\* PROPOSAL VALID FOR 6 MONTHS FROM THE DATE OF ISSUE \*\*\***



5/18/2023

Jeff Pesek  
Town of Cicero  
4949 W. Cermak Rd.  
Cicero, IL 60804

RE: 2023 FOUNTAIN MAINTENANCE PROPOSAL FOR LARAMIE PARK SPLASH

PAD Mr. Pesek,

Fountain Pros LLC is pleased to quote you the following work:

**Fountain Start-Up -- \$1,360.00**

- Clean and remove all accumulated debris and wash fountain.
- Remove all expansion plugs.
- Drain all residual antifreeze.
- Replace any removed equipment (fountain nozzles etc.)
- Clean and inspect filter equipment.
- Ensure water supply is functional.
- Test and evaluate all electrical components.
- Fill fountain.
- Ensure all water fill sensors are functional.
- Ensure fountain runs in "auto" mode.

**Weekly Fountain Maintenance -- \$680.00 per week (14 WEEKS EXPECTED)**

**We can conduct a second weekly visit for \$340.00 per week to check chemicals and clean the filters.**

- Clean filter.
- Clean and inspect pump strainer baskets.
- Check fountain chemical levels and adjust as necessary. (Chemicals included)
  - PH 7.2 – 8.0
  - Total Alkalinity 100 – 150 PPM
  - Calcium Hardness 175-300 PPM
  - Free Oxidizer 1.0 – 3.0 PPM
- Vacuum fountain of all debris.
- Check operation of all motors.
- Check operation of the auto-fill system.
- Check operation of the fountain overflow plumbing.
- Check operation of the chemical feed system.



- Check operation of the fountain control panel.
- Clean and adjust all fountain nozzles.
- Check operation of the mechanical room sump pump.

Fountain Shut Down (Winterization) -- **\$1,360.00 (Closed after Labor Day)**

- Completely drain fountain including all plumbing.
- Remove debris.
- Clean fountain interior.
- Clean and drain all filter equipment.
- Clean and drain all pumps and strainer baskets.
- Winterize chemical treatment unit and PH, ORP probes.
- Blow out all fountain plumbing to ensure plumbing is drained.
- Plug and cover any necessary fountain plumbing.
- Remove overflow equipment and leave open main fountain drain.
- Drain all pump suction and discharge lines and fill with antifreeze as needed.
- Drain fountain filling system.
- Remove any fountain equipment that will be stored in mechanical room.
- Turn off any unnecessary fountain electrical equipment.
- Ensure mechanical room sump pump is operational.
- Fit winter covers over all applicable nozzles.

Total for a typical 14-week season is **\$12,240.00. (\$17,000.00 if 2 visits per week are used.)**

Please let me know if you have any questions.

COI and W9 available upon contract acceptance.

Thank you,

Matthew Saulka  
 Fountain Pros LLC  
 360 Lively Blvd.  
 Elk Grove Village, IL 60007  
 P. 847-264-0955  
 E. matt@thefountainpros.com

**\*\*\* PROPOSAL VALID FOR 6 MONTHS FROM THE DATE OF ISSUE \*\*\***



**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING AND APPROVING A RIDER TO AN AGREEMENT WITH ALL AROUND AMUSEMENT, INC. FOR THE TOWN OF CICERO, COUNTY OF COOK, STATE OF ILLINOIS.**

WHEREAS, the Town of Cicero (the “Town”) was created by a charter enacted by the Illinois General Assembly (the “Charter”); and

WHEREAS, the Corporate Authorities of the Town (as defined below) are governed by the Charter and the Constitution of the State of Illinois and the statutes of the State of Illinois when not specified in the Charter; and

WHEREAS, the Town is a home rule unit of local government as is provided by Article VII, Section 6 of the Illinois Constitution of 1970, and as a home rule unit of local government the Town may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Town President (the “President”) and the Board of Trustees of the Town (the “Town Board” and with the President, the “Corporate Authorities”) are committed to promoting various cultures and traditions, recognizing accomplishments of the Town, its residents and local entities and providing safe and family-friendly activities for individuals visiting and residing in the Town; and

WHEREAS, with the foregoing in mind, the Corporate Authorities have determined that it is in the best interests of the Town and its residents to sponsor Cicero Fest (the “Festival”); and

WHEREAS, in connection with the Festival, the Town will provide certain activities including, without limitation, amusement rides and attractions (the “Services”); and

WHEREAS, All Around Amusement, Inc. (“AAA”) has provided services similar to the Services at other festivals and events held within the Town; and

WHEREAS, AAA and the Town previously entered into an agreement (the “Agreement”), incorporated herein by reference, which sets forth the terms, covenants, and conditions upon which AAA will provide the Services for the Festival; and

WHEREAS, the Town and AAA desire to amend the Agreement in accordance with a rider (the “Rider”), attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Corporate Authorities have determined that it is in the best interests of the Town and its residents to approve, execute, and enter into a rider with terms substantially the same as the terms of the Rider; and

WHEREAS, the President is authorized to enter into and the Town Attorney (the “Attorney”) is authorized to revise agreements for the Town making such insertions, omissions, and changes as shall be approved by the President and the Attorney;

NOW, THEREFORE, BE IT RESOLVED by the President and the duly authorized Board of Trustees of the Town of Cicero, County of Cook, State of Illinois, as follows:

**ARTICLE I.  
IN GENERAL**

**Section 1.0 Findings.**

The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preambles to this Resolution are full, true, and correct and do hereby, by reference, incorporate and make them part of this Resolution as legislative findings.

**Section 2.0 Purpose.**

The purpose of this Resolution is to authorize the President or his designee to enter into and approve the Rider to the Agreement whereby AAA will provide amusement rides

and attractions for the Festival in accordance with the terms of the Agreement and the Rider, to further authorize the President or his designee to take all steps necessary to carry out the terms of the Agreement and the Rider and to ratify any steps taken to effectuate those goals.

## **ARTICLE II. AUTHORIZATION**

### **Section 3.0 Authorization.**

The Town Board hereby authorizes and directs the President or his designee to enter into and approve the Agreement in accordance with its terms, or any modification thereof, and to ratify any and all previous action taken to effectuate the intent of this Resolution. The Town Board authorizes and directs the President or his designee to execute the applicable Rider, with such insertions, omissions, and changes as shall be approved by the President and the Attorney. The Town Board further authorizes the President or his designee to execute any and all additional documentation that may be necessary to carry out the intent of this Resolution. The Town Clerk is hereby authorized and directed to attest to and countersign any documentation as may be necessary to carry out and effectuate the purpose of this Resolution. The Town Clerk is also authorized and directed to affix the Seal of the Town to such documentation as is deemed necessary. To the extent that any requirement of bidding would be applicable to services described herein, the same is hereby waived.

**ARTICLE III.  
HEADINGS, SAVINGS CLAUSES, PUBLICATION,  
EFFECTIVE DATE**

**Section 4.0 Headings.**

The headings of the articles, sections, paragraphs, and subparagraphs of this Resolution are inserted solely for the convenience of reference and form no substantive part of this Resolution nor should they be used in any interpretation or construction of any substantive provision of this Resolution.

**Section 5.0 Severability.**

The provisions of this Resolution are hereby declared to be severable and should any provision of this Resolution be determined to be in conflict with any law, statute, or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable, and as though not provided for herein, and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

**Section 6.0 Superseder.**

All code provisions, ordinances, resolutions, rules, and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

**Section 7.0 Publication.**

A full, true, and complete copy of this Resolution shall be published in pamphlet form or in a newspaper published and of general circulation within the Town as provided by the Illinois Municipal Code, as amended.

**Section 8.0 Effective Date.**

This Resolution shall be effective and in full force immediately upon passage and approval.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2023, pursuant to a roll call vote as follows:

	<b>YES</b>	<b>NO</b>	<b>ABSENT</b>	<b>PRESENT</b>
Viruso				
Cundari				
Reitz				
Garcia				
Porod				
Cava				
Vargas				
(President Dominick)				
<b>TOTAL</b>				

**APPROVED** by the President on \_\_\_\_\_, 2023

\_\_\_\_\_  
 LARRY DOMINICK  
 PRESIDENT

**ATTEST:**

\_\_\_\_\_  
 MARIA PUNZO-ARIAS  
 TOWN CLERK

**EXHIBIT A**

## **RIDER TO THE AGREEMENT BETWEEN ALL AROUND AMUSEMENT, INC. AND THE TOWN OF CICERO, ILLINOIS.**

This Rider (this “Rider”) is attached to and made a part of the Contract to Supply Amusements proposed from All Around Amusement, Inc. (“All Around”) and the Town of Cicero, Cook County, Illinois (the “Town” or “Sponsor”) on the \_\_\_\_ day of \_\_\_\_, 2023 (the “Agreement”).

In consideration of the mutual covenants and agreements hereinafter contained and as set forth in the Agreement and this Rider, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby mutually agreed by and between the Town and All Around (each, a “Party” and collectively, the “Parties”) to amend the Agreement as follows:

- R-1. Integration. The Agreement and this Rider shall be deemed to be one and the same instrument. All capitalized terms not specifically defined in this Rider shall have the same meaning as given to such terms in the Agreement. To the extent that any conflicts exist between the Agreement, and this Rider, the terms and provisions of this Rider shall in all instances control and prevail. Except where specifically amended herein, all terms and conditions of the Agreement remain in full force and effect.
- R-2. Indemnification of the Town. The scope of All Around’s liability and responsibility shall include but not be limited to the following:

To the fullest extent permitted by law, All Around shall indemnify, defend and hold the Town, its past and present officials (whether elected or appointed), trustees, employees, directors, agents, officers, representatives, attorneys, contractors, successors or predecessors and any other party in any way related to the Town, harmless from and against any and all claims, losses, demands, liabilities, penalties, liens, encumbrances, obligations, causes of action, costs and expenses, (including reasonable attorneys’ fees and court costs), deaths, injuries and damages (whether actual or punitive), whether known or unknown, suspected or unsuspected, contingent or actual, liquidated or unliquidated, that occurred or are alleged to have occurred in whole or in part in connection with the services, the intentional, willful or negligent acts or omissions of All Around or the All Around Parties, (including All Around and its vendors, contractors, employees, shareholders, officers, directors, agents and any other person or entity related to AAA in any manner, including family members of officers whether related by blood or marriage), the event, or this Agreement. This Section shall be interpreted as broadly as possible under state and federal law. Nothing contained in this Rider or the Agreement shall be construed as a waiver of the Town’s tort immunity under applicable law.

- R-3. ATMs. All Around shall be responsible for providing, maintaining, filling, refilling, insuring, and removing its own automated teller machines (“ATMs”) for the event. Town shall not provide cash to All Around for its ATMs or any other vendors or services under any circumstances. The Town reserves the right to utilize its own ATMs and/or contract with third party for additional ATMs to be placed at the event.
  
- R-4 Counterparts. This Rider may be executed in counterpart originals, each of which shall be deemed to be an original with the same effect as if the signatures thereto were on the same instrument. A signature affixed to this Rider and transmitted by facsimile or electronic mail shall have the same effect as an original signature.
  
- R-5. Entire Agreement. This Rider and the Agreement represents the entire and integrated agreement between the Town and All Around and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement and this Rider may be amended only by written instruments signed by both parties hereto.

IN WITNESS WHEREOF, the Parties have caused this Rider to be executed as of the date last written below.

THE FOREGOING IS HEREBY APPROVED AND ACCEPTED:

By: _____	_____
Larry Dominick, President, Town of Cicero	Date
By: _____	_____
All Around Amusement, Inc. Its:	Date



**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING AND APPROVING A CERTAIN QUOTE FROM IMPACT AEDS FOR THE PURCHASE OF AUTOMATED EXTERNAL DEFIBRILLATORS FOR THE TOWN OF CICERO, COUNTY OF COOK, STATE OF ILLINOIS.**

WHEREAS, the Town of Cicero (the “Town”) was created by a charter enacted by the Illinois General Assembly (the “Charter”); and

WHEREAS, the Corporate Authorities of the Town (as defined below) are governed by the Charter and the Constitution of the State of Illinois and the statutes of the State of Illinois when not specified in the Charter; and

WHEREAS, the Town is a home rule unit of local government as is provided by Article VII, Section 6 of the Illinois Constitution of 1970, and as a home rule unit of local government the Town may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Town President (the “President”) and the Board of Trustees of the Town (the “Town Board” and with the President, the “Corporate Authorities”) are committed to promoting the safety and welfare of the Town’s employees, residents, and visitors; and

WHEREAS, Automated External Defibrillators (“AEDs”) are recognized as essential for providing life saving treatment under certain circumstances; and

WHEREAS, the Corporate Authorities have determined that it is in the best interest of the Town and its residents and visitors to make AEDs available throughout Town facilities; and

WHEREAS, in furtherance of this goal, the Town desires to purchase AEDs and related equipment (the “Equipment”) from Impact AEDs (the “Vendor”) in accordance with the invoice (the “Invoice”), attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Corporate Authorities have determined that it is necessary and in the best interests of the Town to authorize and approve the purchase of the Equipment for in accordance with the terms of the Invoice; and

NOW, THEREFORE, BE IT RESOLVED by the President and the duly authorized Board of Trustees of the Town of Cicero, County of Cook, State of Illinois, as follows:

**ARTICLE I.  
IN GENERAL**

**Section 1.0 Findings.**

The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preambles to this Resolution are full, true, and correct and do hereby, by reference, incorporate and make them part of this Resolution as legislative findings.

**Section 2.0 Purpose.**

The purpose of this Resolution is to authorize the President or his designee to authorize, approve, and ratify the purchase of the Equipment in accordance with the terms of the Invoice, to further authorize the President or his designee to take all steps necessary in accordance with this Resolution, and to ratify any steps taken to effectuate those goals.

**ARTICLE II.  
AUTHORIZATION**

**Section 3.0 Authorization.**

The Town Board hereby authorizes and approves the purchase of the Equipment in accordance with the terms of the Invoice and ratifies any and all previous actions taken to

effectuate the intent of this Resolution. The Town Board further authorizes the President or his designee to execute any and all additional documentation that may be necessary to carry out the intent of this Resolution. The Town Clerk is hereby authorized and directed to attest to and countersign any documentation as may be necessary to carry out and effectuate the purpose of this Resolution. The Town Clerk is also authorized and directed to affix the Seal of the Town to such documentation as is deemed necessary. To the extent that the Equipment contained within the Invoice is subject to additional competitive bidding requirements, the same is hereby waived.

**ARTICLE III.  
HEADINGS, SAVINGS CLAUSES, PUBLICATION,  
EFFECTIVE DATE**

**Section 4.0 Headings.**

The headings of the articles, sections, paragraphs, and subparagraphs of this Resolution are inserted solely for the convenience of reference, and form no substantive part of this Resolution nor should they be used in any interpretation or construction of any substantive provision of this Resolution.

**Section 5.0 Severability.**

The provisions of this Resolution are hereby declared to be severable and should any provision of this Resolution be determined to be in conflict with any law, statute, or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable, and as though not provided for herein, and all other provisions shall remain unaffected, unimpaired, valid, and in full force and effect.

**Section 6.0 Superseder.**

All code provisions, ordinances, resolutions, rules, and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

**Section 7.0 Publication.**

A full, true, and complete copy of this Resolution shall be published in pamphlet form or in a newspaper published and of general circulation within the Town as provided by the Illinois Municipal Code, as amended.

**Section 8.0 Effective Date.**

This Resolution shall be effective and in full force immediately upon passage and approval.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2023, pursuant to a roll call vote as follows:

	<b>YES</b>	<b>NO</b>	<b>ABSENT</b>	<b>PRESENT</b>
Viruso				
Cundari				
Reitz				
Garcia				
Porod				
Cava				
Vargas				
(President Dominick)				
<b>TOTAL</b>				

**APPROVED** by the President on \_\_\_\_\_, 2023

\_\_\_\_\_  
 LARRY DOMINICK  
 PRESIDENT

**ATTEST:**

\_\_\_\_\_  
 MARIA PUNZO-ARIAS  
 TOWN CLERK

**EXHIBIT A**



## BOARD OF FIRE, POLICE COMMISSIONERS OF THE TOWN OF CICERO

To: Town of Cicero  
Town President Dominick & Board of Trustees  
Town Attorney- Michael DelGaldo

From:



Dominick Buscemi  
Police & Fire Commissioner  
Town of Cicero

Date: 06/01/2023

Subject: Request for Purchase AED's

---

President Larry Dominick & Board of Trustees,

Over the past few months, I have been working on a project regarding the purchase of multiple Automated External Defibrillators (AEDs) to be installed at multiple areas throughout Town buildings. At the present time we have 9 AEDs installed, at a variety of locations in Town Hall, Police Department, Health Clinic, Community Center, Presidents Office, Ice Rink, and Senior Center.

When thinking about AED placement, it's important to consider response time. Since victims need treatment within three minutes, ideally a defibrillator should be close enough to access within 90 seconds. In most cases there will need to be multiple AEDs placed throughout Town buildings to achieve this goal.

After speaking to President Dominick about this matter, he agreed that this program is beneficial to not only the Town employees, but equally beneficial to all residents that visit all of our buildings daily.

After carefully walking through Town buildings and planning where extra AEDs are needed for maximum protection, myself along with Asst. Chief of EMS Steve Schwarz have calculated that 17 additional AEDS will have to be purchased. Each AED has a cost of \$2100.00. The total cost for 17 will be \$34,850.00. I have enclosed to proposal from Impact AEDs for your review.

I would like to thank President Dominick & the Board of Trustees for their consideration on this important matter. Thank you.

127







Impact AEDs  
 22156 Elise Blvd.  
 Frankfort, IL 60423

Prepared For  
 Dominick Buscemi  
 The Town of Cicero  
 5410 W. 34th Street  
 East side of building  
 Cicero, IL 60804

Proposal Date  
 05/18/2023

Proposal Number  
 501

Bill to:  
 The Town of Cicero  
 4949 W. Cermak Road  
 Cicero, IL 60804

### Pricing

Description	Rate	Qty	Line Total
8000-004007-01 ZOLL Fully Automatic AED Plus Includes: PlusRx medical prescription, one (1) Adult CPR-D electrode (5-year expiration), package of ten (10) Type 123 lithium ion batteries, soft carry case	\$1,740.00	17	\$29,580.00
8900-0810-01 ZOLL Pedi Pad II Pediatric electrode for ZOLL AED Plus (24-month expiration)	\$117.00	17	\$1,989.00
8000-0855 Wall Cabinet Standard metal wall cabinet designed to hold a ZOLL AED Plus in a carry case. Door has alarm function when opened without a key (key is included.)	\$243.00	17	\$4,131.00
Quantity Discount, Over 10 AEDs, -\$50 per AEDs	-\$50.00	17	-\$850.00
			Subtotal 34,850.00
			Tax 0.00
			Proposal Total (USD) \$34,850.00

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING, APPROVING, AND RATIFYING A GRANT AGREEMENT WITH THE ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY FOR THE TOWN OF CICERO, COUNTY OF COOK, STATE OF ILLINOIS.**

WHEREAS, the Town of Cicero (the “Town”) was created by a charter enacted by the Illinois General Assembly (the “Charter”); and

WHEREAS, the Corporate Authorities of the Town (as defined below) are governed by the Charter and the Constitution of the State of Illinois and the statutes of the State of Illinois when not specified in the Charter; and

WHEREAS, the Town is a home rule unit of local government as is provided by Article VII, Section 6 of the Illinois Constitution of 1970, and as a home rule unit of local government, the Town may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Illinois Department of Commerce and Economic Opportunity (the “DCEO”) administers state grant assistance which provides funding for community-based projects; and

WHEREAS, the Town President (the “President”) and the Board of Trustees of the Town (the “Town Board” and with the President, the “Corporate Authorities”) are committed to providing safe and up to date equipment for the Town’s Fire Department; and

WHEREAS, the Town desires to replace the Fire Department’s Self Contained Breathing Apparatus (“SCBA”) units for the benefit of the Town’s firefighters and residents (the “Project”); and

WHEREAS, the Town Grant Administrator previously submitted an application (the “Application”) whereby the Town sought grant funding from DCEO for a portion of the Project; and

WHEREAS, the DCEO has provided the Town with a grant agreement (the “Agreement”), a copy of which is attached hereto and incorporated herein as Exhibit A, whereby the Town will receive certain grant funds related to the Project; and

WHEREAS, the Agreement requires the President’s execution of assurances and certifications in accordance with the DCEO’s guidelines; and

WHEREAS, based upon the foregoing, the Corporate Authorities have determined that it is necessary, advisable, and in the best interests of the Town to authorize, approve, and ratify the Agreement and to authorize the President to execute the Agreement and ratify any actions previously taken;

NOW, THEREFORE, BE IT RESOLVED by the President and the duly authorized Board of Trustees of the Town of Cicero, County of Cook, State of Illinois, as follows:

**ARTICLE I.  
IN GENERAL**

**Section 1.0 Findings.**

The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preambles to this Resolution are full, true, and correct and do hereby, by reference, incorporate and make them part of this Resolution as legislative findings.

**Section 2.0 Purpose.**

The purpose of this Resolution is to authorize, approve, and ratify the execution of the Agreement for grant funding for the Project and to further authorize the President to take all steps necessary to carry out the intent of this Resolution, including executing and

delivering all additional information, assurances, and certifications may be required in connection with the Project.

**ARTICLE II.  
AUTHORIZATION**

**Section 3.0 Authorization.**

The Town Board hereby ratifies, authorizes, and directs the execution of the Agreement on behalf of the Town for grant funding for the Project. The Town Board hereby further authorizes and directs the President to furnish such additional information, assurances, and certifications as the DCEO may require in connection with the Agreement as shall be approved by the President and the Town Attorney and ratifies any and all previous acts taken to effectuate the intent of this Resolution. The Town Board further authorizes the President or his designee to execute any and all additional documentation that may be necessary to carry out the intent of this Resolution. The Town Clerk is hereby authorized and directed to attest to and countersign any documentation as may be necessary to carry out and effectuate the purpose of this Resolution. The Town Clerk is also authorized and directed to affix the Seal of the Town to such documentation as is deemed necessary.

**ARTICLE III.  
HEADINGS, SAVINGS CLAUSES, PUBLICATION,  
EFFECTIVE DATE**

**Section 4.0 Headings.**

The headings of the articles, sections, paragraphs, and subparagraphs of this Resolution are inserted solely for the convenience of reference and form no substantive

part of this Resolution nor should they be used in any interpretation or construction of any substantive provision of this Resolution.

**Section 5.0 Severability.**

The provisions of this Resolution are hereby declared to be severable and should any provision of this Resolution be determined to be in conflict with any law, statute, or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable, and as though not provided for herein, and all other provisions shall remain unaffected, unimpaired, valid, and in full force and effect.

**Section 6.0 Superseder.**

All code provisions, ordinances, resolutions, rules, and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

**Section 7.0 Publication.**

A full, true, and complete copy of this Resolution shall be published in pamphlet form or in a newspaper published and of general circulation within the Town as provided by the Illinois Municipal Code, as amended.

**Section 8.0 Effective Date.**

This Resolution shall be effective and in full force immediately upon passage and approval.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2023, pursuant to a roll call vote as follows:

	<b>YES</b>	<b>NO</b>	<b>ABSENT</b>	<b>PRESENT</b>
Viruso				
Cundari				
Reitz				
Garcia				
Porod				
Cava				
Vargas				
(President Dominick)				
<b>TOTAL</b>				

**APPROVED** by the President on \_\_\_\_\_, 2023

\_\_\_\_\_  
 LARRY DOMINICK  
 PRESIDENT

**ATTEST:**

\_\_\_\_\_  
 MARIA PUNZO-ARIAS  
 TOWN CLERK

**EXHIBIT A**

**GRANT AGREEMENT**



**BETWEEN  
THE STATE OF ILLINOIS, DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY  
AND  
Town of Cicero**

The Illinois Department of Commerce and Economic Opportunity (Grantor) with its principal office at 607 E Adams St, Springfield, IL 62701, and Town of Cicero (Grantee), with its principal office at 4949 West Cermak Road, Cicero, IL 60804-2461, and payment address (if different than principal office) at N/A, hereby enter into this Grant Agreement (Agreement). Grantor and Grantee are collectively referred to herein as “Parties” or individually as a “Party.”

**PART ONE – THE UNIFORM TERMS  
RECITALS**

WHEREAS, it is the intent of the Parties to perform consistent with all Exhibits and attachments hereto and pursuant to the duties and responsibilities imposed by Grantor under the laws of the State of Illinois (“State”) and in accordance with the terms, conditions and provisions hereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, the Parties hereto agree as follows:

**ARTICLE I  
AWARD AND GRANTEE-SPECIFIC INFORMATION AND CERTIFICATION**

1.1. **DUNS Number; SAM Registration; Nature of Entity.** Under penalties of perjury, Grantee certifies that [REDACTED] is Grantee’s correct DUNS Number; [REDACTED] is Grantee’s correct UEI, if applicable; Grantee has an active State registration and SAM registration; and [REDACTED] is Grantee’s correct FEIN or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. Grantee is doing business as a (check one):

- |  |   |
|--|---|
| <input type="checkbox"/> Individual                            | <input type="checkbox"/> Pharmacy-Non Corporate   |
| <input type="checkbox"/> Sole Proprietorship                   | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery Corp.                             |
| <input type="checkbox"/> Partnership                           | <input type="checkbox"/> Tax Exempt   |
| <input type="checkbox"/> Corporation (includes Not For Profit) | <input type="checkbox"/> Limited Liability Company (select applicable tax classification) |
| <input type="checkbox"/> Medical Corporation                   | <input type="checkbox"/> P = partnership  |
| <input checked="" type="checkbox"/> Governmental Unit          | <input type="checkbox"/> C = corporation  |
| <input type="checkbox"/> Estate or Trust                       |   |

If Grantee has not received a payment from the State of Illinois in the last two years, Grantee must submit a W-9 tax form with this Agreement.



1.2. Amount of Agreement. Grant Funds shall not exceed **\$150,000.00** of which **\$0.00** are federal funds. Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this Agreement

1.3. Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is **N/A**, the federal awarding agency is **N/A**, and the Federal Award date is **N/A**. If applicable, the Assistance Listing Program Title is **N/A** and Assistance Listing Number is **N/A**. The Catalog of State Financial Assistance (CSFA) Number is 420-00-2725 and the CSFA Name is Provision of services to the public from named line GRF-source. The State Award Identification Number is [REDACTED].

1.4. Term. This Agreement shall be effective on **07/01/2022** and shall expire on **06/30/2023** (the "Term"), unless terminated pursuant to this Agreement.

1.5. Certification. Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement shall be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions shall be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

1.6. Signatures. In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

**ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY**

**TOWN OF CICERO**

By: \_\_\_\_\_  
Signature of Kristin A. Richards, Director

By: \_\_\_\_\_  
Signature of Authorized Representative

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

By: \_\_\_\_\_  
Signature of Designee

Printed Name: Larry Dominick

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

Printed Title: Town President

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

Email: larry@thetownofcicero.com

Printed Title: \_\_\_\_\_  
Designee

By: \_\_\_\_\_  
Signature of First Other Approver, if Applicable

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

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

Printed Title: \_\_\_\_\_  
Other Approver

By: \_\_\_\_\_  
Signature of Second Other Approver, if Applicable

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

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

Printed Title: \_\_\_\_\_  
Second Other Approver

\_\_\_\_\_

**ARTICLE II  
REQUIRED REPRESENTATIONS**

2.1. Standing and Authority. Grantee warrants that:

(a) Grantee is duly organized, validly existing and in good standing, if applicable, under the laws of the state in which it was incorporated or organized.

(b) Grantee has the requisite power and authority to execute and deliver this Agreement and all documents to be executed by it in connection with this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.

(c) If Grantee is organized under the laws of another jurisdiction, Grantee warrants that it is also duly qualified to do business in Illinois and, if applicable, is in good standing with the Illinois Secretary of State.

(d) The execution and delivery of this Agreement, and the other documents to be executed by Grantee in connection with this Agreement, and the performance by Grantee of its obligations hereunder have been duly authorized by all necessary entity action.

(e) This Agreement and all other documents related to this Agreement, including the Uniform Grant Application, the Exhibits and attachments to which Grantee is a party constitute the legal, valid and binding obligations of Grantee enforceable against Grantee in accordance with their respective terms.

2.2. Compliance with Internal Revenue Code. Grantee certifies that it does and will comply with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5), and all rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

2.3. Compliance with Federal Funding Accountability and Transparency Act of 2006. Grantee certifies that it does and will comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA) with respect to Federal Awards greater than or equal to \$30,000. A FFATA sub-award report must be filed by the end of the month following the month in which the award was made.

2.4. Compliance with Uniform Grant Rules (2 CFR Part 200). Grantee certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations ("2 CFR Part 200"), and are incorporated herein by reference. 44 Ill. Admin. Code 7000.40(c)(1)(A). The requirements of 2 CFR Part 200 apply to the Grant Funds awarded through this Agreement, regardless of whether the original source of the funds is State or federal, unless an exception is noted in federal or State statutes or regulations. 44 Ill. Admin. Code 7000.10(c)(8); 30 ILCS 708/5(b).

2.5. Compliance with Registration Requirements. Grantee certifies that it: (i) is registered with the federal SAM; (ii) is in good standing with the Illinois Secretary of State, if applicable; (iii) has a valid DUNS Number; (iv) has a valid UEI, if applicable; and (v) has successfully completed the annual registration and prequalification through the Grantee Portal. It is Grantee's responsibility to remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements changes, or the certifications made in and information provided in the Uniform Grant Application changes, Grantee must notify the Grantor in accordance with ARTICLE XVIII.

**ARTICLE III  
DEFINITIONS**

3.1. Definitions. Capitalized words and phrases used in this Agreement have the meanings stated in 2 CFR 200.1 unless otherwise stated below.

“Agreement” or “Grant Agreement” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Allowable Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Award” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Budget” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Catalog of State Financial Assistance” or “CSFA” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Close-out Report” means a report from the Grantee allowing the Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

“Conflict of Interest” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Direct Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Disallowed Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“DUNS Number” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Financial Assistance” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Fixed-Rate” has the same meaning as in 44 Ill. Admin. Code 7000.30. “Fixed-Rate” is in contrast to fee-for-service, 44 Ill. Admin. Code 7000.30.

“GATU” means the Grant Accountability and Transparency Unit within the Governor’s Office of Management and Budget.

“Grant” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Grant Funds” means the Financial Assistance made available to Grantee through this Agreement.

“Grantee Portal” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Indirect Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Indirect Cost Rate” means a device for determining in a reasonable manner the proportion of indirect costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

“Indirect Cost Rate Proposal” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Obligations” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Period of Performance” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Prior Approval” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Profit” means an entity’s total revenue less its operating expenses, interest paid, depreciation, and taxes. “Profit” is synonymous with the term “net revenue.”

“Program” means the services to be provided pursuant to this Agreement.

“Program Costs” means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

“Related Parties” has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

“SAM” means the federal System for Award Management (SAM), the federal repository into which an entity must provide information required for the conduct of business as a recipient.

“Unallowable Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Unique Entity Identifier” or “UEI” has the same meaning as in 44 Ill. Admin. Code 7000.30.

#### ARTICLE IV PAYMENT

4.1. Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor shall provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.

4.2. Pre-Award Costs. Pre-award costs are not permitted unless specifically authorized by the Grantor in **Exhibit A, PART TWO** or **PART THREE** of this Agreement. If they are authorized, pre-award costs must be charged to the initial Budget Period of the Award, unless otherwise specified by the Grantor. 2 CFR 200.458.

4.3. Return of Grant Funds. Any Grant Funds remaining that are not expended or legally obligated by Grantee, including those funds obligated pursuant to ARTICLE XVII, at the end of the Agreement period, or in the case of capital improvement Awards at the end of the time period Grant Funds are available for expenditure or obligation, shall be returned to Grantor within forty-five (45) days. A Grantee who is required to reimburse Grant Funds and who enters into a deferred payment plan for the purpose of satisfying a past due debt, shall be required to pay interest on such debt as required by Section 10.2 of the Illinois State Collection Act of 1986. 30 ILCS 210; 44 Ill. Admin. Code 7000.450(c). In addition, as required by 44 Ill. Admin. Code 7000.440(b)(2), unless granted a written extension, Grantee must liquidate all obligations incurred under the Award at the end of the period of performance.

4.4. Cash Management Improvement Act of 1990. Unless notified otherwise in **PART TWO** or **PART THREE**, federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable federal laws or regulations. 2 CFR 200.305; 44 Ill. Admin. Code 7000.120.

4.5. Payments to Third Parties. Grantee agrees that Grantor shall have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.6. Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under **Exhibit A** may be reduced accordingly. Grantee shall be paid for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.7. Interest.

(a) All interest earned on Grant Funds held by a Grantee shall be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in **PART TWO** or **PART THREE**. Any amount due shall be remitted annually in accordance with 2 CFR 200.305(b)(9) or to the Grantor, as applicable.

(b) Grant Funds shall be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(8).

4.8. Timely Billing Required. Grantee must submit any payment request to Grantor within fifteen (15) days of the end of the quarter, unless another billing schedule is specified in **PART TWO**, **PART THREE** or **Exhibit C**. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

4.9. Certification. Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee (or sub-grantee) must contain the following certification by an official authorized to legally bind the Grantee (or sub-grantee):

By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein shall be considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and

Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

**ARTICLE V  
SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT**

5.1. Scope of Grant Activities/Purpose of Grant. Grantee will conduct the Grant Activities or provide the services as described in the Exhibits and attachments, including **Exhibit A** (Project Description) and **Exhibit B** (Deliverables), incorporated herein and in accordance with all terms and conditions set forth herein and all applicable administrative rules. In addition, the State's Notice of State Award (44 Ill. Admin. Code 7000.360) is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (The Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE**.

5.2. Scope Revisions. Grantee shall obtain Prior Approval from Grantor whenever a scope revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for scope revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

5.3. Specific Conditions. If applicable, specific conditions required after a risk assessment will be included in **Exhibit G**. Grantee shall adhere to the specific conditions listed therein.

**ARTICLE VI  
BUDGET**

6.1. Budget. The Budget is a schedule of anticipated grant expenditures that is approved by Grantor for carrying out the purposes of the Award. When Grantee or third parties support a portion of expenses associated with the Award, the Budget includes the non-federal as well as the federal share (and State share if applicable) of grant expenses. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein by reference.

6.2. Budget Revisions. Grantee shall obtain Prior Approval from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308 or 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval.

6.3. Notification. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached.

**ARTICLE VII  
ALLOWABLE COSTS**

7.1. Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under this Agreement shall be determined in accordance with 2 CFR Part 200 Subpart E and Appendices III, IV, V, and VII.

7.2. Indirect Cost Rate Submission.

(a) All grantees, except for Local Education Agencies (as defined in 34 CFR 77.1), must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 Ill. Admin. Code 7000.420(e).

(i) Waived and de minimis Indirect Cost Rate elections will remain in effect until the Grantee elects a different option.

(b) Grantee must submit an Indirect Cost Rate Proposal in accordance with federal and State regulations, in a format prescribed by Grantor. For grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of the Grantee's fiscal year end, as dictated in the applicable appendices, such as:

(i) Appendix V and VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and local governments,

(ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,

(iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and

(iv) Appendix V to 2 CFR Part 200 governs state/Local Governmentwide Central Service Cost Allocation Plans.

(c) A grantee who has a current, applicable rate negotiated by a cognizant federal agency shall provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of all documentation regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.

(d) A grantee who does not have a current negotiated rate, may elect to charge a de minimis rate of 10% of modified total direct costs which may be used indefinitely. No documentation is required to justify the 10% de minimis Indirect Cost Rate. 2 CFR 200.414(f).

7.3. Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. 2 CFR 200.451.

7.4. Higher Education Cost Principles. The federal cost principles that apply to public and private institutions of higher education are set forth in 2 CFR Part 200 Subpart E and Appendix III.

7.5. Nonprofit Organizations Cost Principles. The federal cost principles that apply to Nonprofit Organizations that are not institutions of higher education are set forth in 2 CFR Part 200 Subpart E, unless exempt under 2 CFR Part 200 Appendix VIII.

7.6. Government Cost Principles. The federal cost principles that apply to state, local and federally-recognized Indian tribal governments are set forth in 2 CFR Part 200 Subpart E, Appendix V, and Appendix VII.

7.7. Commercial Organization Cost Principles. The federal cost principles and procedures for cost analysis and the determination, negotiation and allowance of costs that apply to commercial organizations are set forth in 48 CFR Part 31.

7.8. Financial Management Standards. The financial management systems of Grantee must meet the following standards:



(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to state and federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(7)(i) and 30 ILCS 708/520, Grantee shall use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 2 CFR 200.302.

(b) **Source Documentation.** Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation should be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the entity's organization (Paragraphs 7.4 through 7.7).

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO, PART THREE** or **Exhibit G** of the requirement to submit Personnel activity reports. 2 CFR 200.430(i)(8). Personnel activity reports shall account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the Grant, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records should be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

(iv) If third party in-kind (non-cash) contributions are used for Grant purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control.** Effective control and accountability must be maintained for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.

(d) **Budget Control.** Records of expenditures must be maintained for each Award by the cost categories of the approved Budget (including indirect costs that are charged to the Award), and actual expenditures are to be compared with budgeted amounts at least quarterly.

(e) **Cash Management.** Requests for advance payment shall be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.9. **Profits.** It is not permitted for any person or entity to earn a Profit from an Award. *See, e.g.,* 2 CFR 200.400(g); *see also* 30 ILCS 708/60(a)(7).

7.10. **Management of Program Income.** Grantee is encouraged to earn income to defray program

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costs where appropriate, subject to 2 CFR 200.307.

**ARTICLE VIII  
REQUIRED CERTIFICATIONS**

8.1. Certifications. Grantee shall be responsible for compliance with the enumerated certifications to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contrwith a unit of state or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and Grantee acknowledges Grantor may declare the Agreement void if the certification is false (30 ILCS 500/50-11).

(d) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provision of the U.S. Export Administration Act of 1979 (50 USC Appendix 2401 *et seq.*) or the regulations of the U.S. Department of Commerce promulgated under that Act (15 CFR Parts 730 through 774).

(e) **Dues and Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 *et seq.*).

(f) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by federal or state government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(g) **Drug-Free Work Place.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.

(h) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq.*).

(i) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 USC 1251 *et seq.*).

(j) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for

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debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency 2 CFR 200.205(a), or by the State (30 ILCS 708/25(6)(G)).

(k) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(l) **Grant for the Construction of Fixed Works.** Grantee certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Program, Grantee shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.

(m) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7, in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee shall maintain, for a minimum of six (6) years, all protected health information.

(n) **Criminal Convictions.** Grantee certifies that neither it nor a managerial agent of Grantee (for non-governmental grantees only, this includes any officer, director or partner of Grantee) has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. Grantee further certifies that it is not barred from receiving an Award under 30 ILCS 500/50-10.5, and acknowledges that Grantor shall declare the Agreement void if this certification is false.

(o) **Forced Labor Act.** Grantee certifies that it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).

(p) **Illinois Use Tax.** Grantee certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(q) **Environmental Protection Act Violations.** Grantee certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(r) **Goods from Child Labor Act.** Grantee certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).

(s) **Federal Funding Accountability and Transparency Act of 2006.** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101.

(t) **Illinois Works Review Panel.** For Awards made for public works projects, as defined in the Illinois Works Jobs Program Act, Grantee certifies that it and any contractor(s) or sub-contractor(s) that performs work using funds from this Award, shall, upon reasonable notice, appear before and

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respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

**ARTICLE IX  
CRIMINAL DISCLOSURE**

9.1. Mandatory Criminal Disclosures. Grantee shall continue to disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total Financial Assistance, funded by either State or federal funds, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

**ARTICLE X  
UNLAWFUL DISCRIMINATION**

10.1. Compliance with Nondiscrimination Laws. Grantee, its employees and subcontractors under subcontract made pursuant to this Agreement, shall comply with all applicable provisions of State and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:

- (a) The Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;
- (b) The Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*);
- (c) The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a - 2000h-6). (*See also* guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);
- (d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);
- (e) The Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 *et seq.*); and
- (f) The Age Discrimination Act (42 USC 6101 *et seq.*).

**ARTICLE XI  
LOBBYING**

11.1. Improper Influence. Grantee certifies that no Grant Funds have been paid or will be paid by or on behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

11.2. Federal Form LLL. If any funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this

Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

11.3. Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

11.4. Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its sub-grantees have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits Grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

11.5. Subawards. Grantee must include the language of this ARTICLE XI in the award documents for any subawards made pursuant to this Award at all tiers. All sub-grantees are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee shall forward all disclosures by contractors regarding this certification to Grantor.

11.6. Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

## ARTICLE XII MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

12.1. Records Retention. Grantee shall maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.334, unless a different retention period is specified in 2 CFR 200.334, 44 Ill. Admin. Code 7000.430(a) and (b) or **PART TWO** or **PART THREE**. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

12.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.337 and 44 Ill. Admin. Code 7000.430(f), shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by federal statute. Grantee shall cooperate fully in any such audit or inquiry.

12.3. Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in this ARTICLE XII, shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

12.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as

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warranted by program needs. 2 CFR 200.329; 200.332. Additional monitoring requirements may be in PART TWO or PART THREE.

**ARTICLE XIII  
FINANCIAL REPORTING REQUIREMENTS**

13.1. Required Periodic Financial Reports. Grantee agrees to submit financial reports as requested and in the format required by Grantor. Grantee shall file quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee pursuant to specific award conditions. 2 CFR 200.208. Unless so specified, the first of such reports shall cover the first three months after the Award begins, and reports must be submitted no later than the due date(s) specified in PART TWO or PART THREE, unless additional information regarding required financial reports is set forth in Exhibit G. Failure to submit the required financial reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*; 2 CFR 200.208(b)(3) and 200.328. Any report required by 30 ILCS 708/125 may be detailed in PART TWO or PART THREE.

13.2. Close-out Reports.

(a) Grantee shall submit a Close-out Report no later than the due date specified in PART TWO or PART THREE, which must be no later than 60 calendar days following the end of the period of performance for this Agreement or Agreement termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee will submit a new Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.345.

13.3. Effect of Failure to Comply. Failure to comply with reporting requirements shall result in the withholding of funds, the return of Improper Payments or Unallowable Costs, will be considered a material breach of this Agreement and may be the basis to recover Grant Funds. Grantee's failure to comply with this ARTICLE XIII, ARTICLE XIV, or ARTICLE XV shall be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill. Admin. Code 7000.80.

**ARTICLE XIV  
PERFORMANCE REPORTING REQUIREMENTS**

14.1. Required Periodic Performance Reports. Grantee agrees to submit Performance Reports as requested and in the format required by Grantor. Performance Measures listed in Exhibit E must be reported quarterly, unless otherwise specified in PART TWO, PART THREE or Exhibit G. Unless so specified, the first of such reports shall cover the first three months after the Award begins. If Grantee is not required to report performance quarterly, then Grantee must submit a Performance Report at least annually. Pursuant to 2 CFR 200.208, specific conditions may be imposed requiring Grantee to report more frequently based on the risk assessment or the merit review of the application. In such cases, Grantor shall notify Grantee of same in Exhibit G. Pursuant to 2 CFR 200.329 and 44 Ill. Admin. Code 7000.410(b)(2), periodic Performance Reports shall be submitted no later than the due date(s) specified in PART TWO or PART THREE. For certain construction-related Awards, such reports may be exempted as identified in PART TWO or PART THREE. 2 CFR 200.329. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*

14.2. Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, no later than the due date specified in PART TWO or PART THREE, which must be

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no later than 60 calendar days following the end of the period of performance or Agreement termination. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b)(1).

14.3. Content of Performance Reports. Pursuant to 2 CFR 200.329(b) and (c), all Performance Reports must relate the financial data and accomplishments to the performance goals and objectives of this Award and also include the following: a comparison of actual accomplishments to the objectives of the award established for the period; where the accomplishments can be quantified, a computation of the cost; and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Appendices may be used to include additional supportive documentation. Additional content and format guidelines for the Performance Reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in **PART TWO** or **PART THREE** of this Agreement.

14.4. Performance Standards. Grantee shall perform in accordance with the Performance Standards set forth in **Exhibit F**. 2 CFR 200.301; 200.211.

## ARTICLE XV AUDIT REQUIREMENTS

15.1. Audits. Grantee shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor's Office of Management and Budget. 30 ILCS 708/65(c); 44 Ill. Admin. Code 7000.90.

15.2. Consolidated Year-End Financial Reports (CYEFR). All grantees are required to complete and submit a CYEFR through the Grantee Portal, except those exempted by federal or State statute or regulation, as set forth in **PART TWO** or **PART THREE**. The CYEFR is a required schedule in the Grantee's audit report if the Grantee is required to complete and submit an audit report as set forth herein.

(a) This Paragraph 15.2 applies to all grantees, unless exempted pursuant to a federal or state statute or regulation, which is identified in **PART TWO** or **PART THREE**.

(b) The CYEFR must cover the same period as the Audited Financial Statements, if required, and must be submitted in accordance with the audit schedule at 44 Ill. Admin. Code 7000.90. If Audited Financial Statements are not required, however, then the CYEFR must cover the Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

(c) CYEFRs must include an in relation to opinion from the auditor of the financial statements included in the audit.

(d) CYEFRs shall follow a format prescribed by Grantor.

15.3. Entities That Are Not "For-Profit".

(a) This Paragraph applies to Grantees that are not "for-profit" entities.

(b) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters

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issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the Consolidated Year-End Financial Report(s) must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$750,000 in Federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends \$500,000 or more in State Grants, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO**, **PART THREE** or **Exhibit G** based on the Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than \$500,000 in State Grants, but expends \$300,000 or more in State Grants, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee shall have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of State Grants.

(iv) If Grantee does not meet the requirements in subsections 15.3(b) and 15.3(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

(v) Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) 6 months after the end of the Grantee's audit period.

15.4. "For-Profit" Entities.

(a) This Paragraph applies to Grantees that are "for-profit" entities.

(b) Program-Specific Audit. If, during its fiscal year, Grantee expends \$750,000 or more in federal pass-through funds from State Grants, Grantee is required to have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$750,000 in federal pass-through funds from State Grants, Grantee must follow all of the audit requirements in Paragraphs 15.3(c)(i)-(v), above.

(d) Publicly-Traded Entities. If Grantee is a publicly-traded company, Grantee is not subject to the single audit or program-specific audit requirements, but is required to submit its annual audit conducted in accordance with its regulatory requirements.



15.5. Performance of Audits. For those organizations required to submit an independent audit report, the audit is to be conducted by the Illinois Auditor General (as required for certain governmental entities only), or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For all audits required to be performed subject to Generally Accepted Government Auditing standards or Generally Accepted Auditing standards, Grantee shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee shall follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

15.6. Delinquent Reports. When such audit reports or financial statements required under this ARTICLE are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available. Otherwise, Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

**ARTICLE XVI  
TERMINATION; SUSPENSION; NON-COMPLIANCE**

16.1. Termination.

(a) This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days' prior written notice to the other Party. If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(4).

(b) This Agreement may be terminated, in whole or in part, by Grantor without advance notice:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Grant;

(iii) If the Award no longer effectuates the program goals or agency priorities as set forth in **Exhibit A, PART TWO** or **PART THREE**; or

(iv) If Grantee breaches this Agreement and either (1) fails to cure such breach within 15 calendar days' written notice thereof, or (2) if such cure would require longer than 15 calendar days and the Grantee has failed to commence such cure within 15 calendar days' written notice thereof. In the event that Grantor terminates this Agreement as a result of the breach of the Agreement by Grantee, Grantee shall be paid for work satisfactorily performed prior to the date of termination.

16.2. Suspension. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may determine to allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

16.3. Non-compliance. If Grantee fails to comply with the U.S. Constitution, applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.208. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.339. The Parties shall follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and 7000.260.

16.4. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 2 CFR 200.342; 44 Ill. Admin. Code 7000.80 and 7000.260.

16.5. Effects of Suspension and Termination.

(a) Grantor may credit Grantee for expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Grantee shall not incur any costs or obligations that require the use of these Grant Funds after the effective date of a suspension or termination, and shall cancel as many outstanding obligations as possible.

(c) Costs to Grantee resulting from obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless:

(i) Grantor expressly authorizes them in the notice of suspension or termination; and

(ii) The costs result from obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated. 2 CFR 200.343.

16.6. Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties shall comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.340(d).

**ARTICLE XVII  
SUBCONTRACTS/SUB-GRANTS**

17.1. Sub-recipients/Delegation. Grantee may not subcontract nor sub-grant any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or sub-grantee has been identified in the Uniform Grant Application, such as, without limitation, a Project Description, and Grantor has approved. Grantee must notify any potential sub-recipient that the sub-recipient shall obtain and provide to the Grantee a Unique Entity Identifier prior to receiving a subaward. 2 CFR 25.300.

17.2. Application of Terms. Grantee shall advise any sub-grantee of funds awarded through this Agreement of the requirements imposed on them by federal and state laws and regulations, and the provisions of this Agreement. The terms of this Agreement shall apply to all subawards authorized in accordance with Paragraph 17.1. 2 CFR 200.101(b)(2).

17.3. Liability as Guaranty. Grantee shall be liable as guarantor for any Grant Funds it obligates to a sub-grantee or sub-contractor pursuant to Paragraph 17.1 in the event the Grantor determines the funds were either misspent or are being improperly held and the sub-grantee or sub-contractor is insolvent or otherwise fails to return the funds. 2 CFR 200.345; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

#### ARTICLE XVIII NOTICE OF CHANGE

18.1. Notice of Change. Grantee shall notify the Grantor if there is a change in Grantee's legal status, federal employer identification number (FEIN), DUNS Number, UEI, SAM registration status, Related Parties, senior management (for non-governmental grantees only) or address. 30 ILCS 708/60(a). If the change is anticipated, Grantee shall give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee shall give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

18.2. Failure to Provide Notification. To the extent permitted by Illinois law, Grantee shall hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor of these changes.

18.3. Notice of Impact. Grantee shall immediately notify Grantor of any event that may have a material impact on Grantee's ability to perform this Agreement.

18.4. Circumstances Affecting Performance; Notice. In the event Grantee becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on Grantee's ability to perform under this Agreement, Grantee shall notify Grantor, in writing, within five (5) calendar days of determining such litigation or transaction may reasonably be considered to have a material impact on the Grantee's ability to perform under this Agreement.

18.5. Effect of Failure to Provide Notice. Failure to provide the notice described in Paragraph 18.4 shall be grounds for immediate termination of this Agreement and any costs incurred after notice should have been given shall be disallowed.

#### ARTICLE XIX STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP

19.1. Effect of Reorganization. Grantee acknowledges that this Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. No promise or undertaking made hereunder is an assurance that Grantor agrees to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee agrees that it will give Grantor prior notice of any such action or changes significantly affecting its overall structure or, for non-governmental grantees only, management makeup (for example, a merger or a corporate restructuring), and will provide any and all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. This ARTICLE XIX does not require Grantee to report on minor changes in the makeup of its board membership or governance structure, as applicable. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE XIX shall constitute a material breach of this Agreement.

#### ARTICLE XX AGREEMENTS WITH OTHER STATE AGENCIES

20.1. Copies upon Request. Grantee shall, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

## ARTICLE XXI CONFLICT OF INTEREST

21.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to the Grantor. 2 CFR 200.113 and 30 ILCS 708/35.

21.2. Prohibited Payments. Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where the Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person employed by an office or agency of the State of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary, or \$106,447.20. An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, municipalities and units of local government and related entities. See definition of "Local government," 2 CFR 200.1.

21.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 21.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may, if an exemption is granted, grant such exemption subject to such additional terms and conditions as Grantor may require.

## ARTICLE XXII EQUIPMENT OR PROPERTY

22.1. Purchase of Equipment. For any equipment purchased in whole or in part with Grant Funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439, the costs for such equipment will be disallowed. Grantor shall notify Grantee in writing that the purchase of equipment is disallowed.

22.2. Prohibition against Disposition/Encumbrance. Any equipment, material, or real property that Grantee purchases or improves with Grant Funds may not be sold, transferred, encumbered (other than original financing) or otherwise disposed of during the Grant Term without Prior Approval of Grantor unless a longer period is required in **PART TWO** or **PART THREE** and permitted by 2 CFR Part 200 Subpart D. Any real property acquired or improved using Grant Funds must comply with the requirements of 2 CFR 200.311. Grantee acknowledges that real property, equipment, and intangible property that are acquired or improved in whole or in part by Grant Funds are subject to the provisions of 2 CFR 200.316 and the Grantor may require the Grantee to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with this Award and that use and disposition conditions apply to the property.

22.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property which cost was supported by Grant Funds. Any waiver from such compliance must be granted by either the President's Office of Management and Budget, the Governor's Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 for use in establishing procedures for the procurement of supplies and other expendable property, equipment, real property and other services with Grant Funds. These standards are furnished to ensure that such materials and services are

obtained in an effective manner and in compliance with the provisions of applicable federal and state statutes and executive orders.

22.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, are no longer needed for their original purpose. Notwithstanding anything to the contrary contained within this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts Award activities. The Grantee shall properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer’s guidelines, federal and state laws or rules, and Grantor requirements stated herein.

22.5. Domestic Preferences for Procurements. In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, the Grantee should, to the greatest extent practicable under this Award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this paragraph must be included in all subawards and in all contracts and purchase orders for work or products under this Award.

**ARTICLE XXIII  
PROMOTIONAL MATERIALS; PRIOR NOTIFICATION**

23.1. Publications, Announcements, etc. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grant Funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee shall obtain Prior Approval for the use of those funds (2 CFR 200.467) and agrees to include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase “Funding provided in whole or in part by the [Grantor].” Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

23.2. Prior Notification/Release of Information. Grantee agrees to notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and to cooperate with Grantor in joint or coordinated releases of information.

**ARTICLE XXIV  
INSURANCE**

24.1. Maintenance of Insurance. Grantee shall maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in **PART TWO** or **PART THREE**.

24.2. Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered shall be surrendered to Grantor.

**ARTICLE XXV  
LAWSUITS AND INDEMNIFICATION**

25.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee will provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee will be required to provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement shall be strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

25.2. Indemnification and Liability.

(a) **Non-governmental entities.** This subparagraph applies only if Grantee is a non-governmental entity. To the extent permitted by law, Grantee agrees to hold harmless Grantor against any and all liability, loss, damage, cost or expenses, including attorneys' fees, arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor will be governed by the State Employee Indemnification Act (5 ILCS 350/1 et seq.) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

(b) **Governmental entities.** This subparagraph applies only if Grantee is a governmental entity. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

## ARTICLE XXVI MISCELLANEOUS

26.1. Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Executive Order 15-09.

26.2. Access to Internet. Grantee must have Internet access. Internet access may be either dial-up or high-speed. Grantee must maintain, at a minimum, one business e-mail address that will be the primary receiving point for all e-mail correspondence from Grantor. Grantee may list additional e-mail addresses at any time during the Term of this Agreement. The additional addresses may be for a specific department or division of Grantee or for specific employees of Grantee. Grantee must notify Grantor of any e-mail address changes within five (5) business days from the effective date of the change.

26.3. Exhibits and Attachments. **Exhibits A through G, PART TWO, PART THREE,** if applicable, and all other exhibits and attachments hereto are incorporated herein in their entirety.

26.4. Assignment Prohibited. Grantee acknowledges that this Agreement may not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and that any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing shall render this Agreement null, void and of no further effect.

26.5. Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

26.6. Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

26.7. No Waiver. No failure of either Party to assert any right or remedy hereunder will act as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

26.8. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, shall be governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 *et seq.* Grantor does not waive sovereign immunity by entering into this Agreement.

26.9. Compliance with Law. This Agreement and Grantee's obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, including 44 Ill. Admin. Code 7000, and any and all license requirements or professional certification provisions.

26.10. Compliance with Confidentiality Laws. If applicable, Grantee shall comply with applicable state and federal statutes, federal regulations and Grantor administrative rules regarding confidential records or other information obtained by Grantee concerning persons served under this Agreement. The records and information shall be protected by Grantee from unauthorized disclosure.

26.11. Compliance with Freedom of Information Act. Upon request, Grantee shall make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. (5 ILCS 140/7(2)).

26.12. Precedence.

(a) Except as set forth in subparagraph (b), below, the following rules of precedence are controlling for this Agreement: In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement shall control. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** shall control. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** shall control. In the event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rule(s) shall control.

(b) Notwithstanding the provisions in subparagraph (a), above, if a relevant federal or state statute(s) or rule(s) requires an exception to this Agreement's provisions, or an exception to a requirement in this Agreement is granted by GATU, such exceptions must be noted in **PART TWO** or **PART THREE**, and in such cases, those requirements control.

26.13. Illinois Grant Funds Recovery Act. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act shall control. 30 ILCS 708/80.

26.14. Headings. Article and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

26.15. Entire Agreement. Grantee and Grantor acknowledge that this Agreement constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Grantee or Grantor.

26.16. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall  
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be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

26.17. Attorney Fees and Costs. Unless prohibited by law, if Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, the Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

26.18. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of the Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final Indirect Cost Rate adjustments and those funds obligated pursuant to ARTICLE XVII; (c) the Consolidated Year-End Financial Report; (d) audit requirements established in ARTICLE XV; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XXII; or (f) records related requirements pursuant to ARTICLE XII. 44 Ill. Admin. Code 7000.450.

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**EXHIBIT A**

**PROJECT DESCRIPTION**

Grantee must complete the Award Activities described on this **Exhibit A**, the Deliverables and Milestones listed on **Exhibit B** and the Performance Measures listed on **Exhibit E** within the term of this Agreement, as provided in paragraph 1.4, herein.

**AUTHORITY:** The Grantor is authorized to make this Award pursuant to 20 ILCS 605/605-55 and/or 20 ILCS 605/605-30.

The purpose of this authority is as follows:

To make and enter into contracts, including grants, as authorized pursuant to appropriations by the General Assembly. and/or to use the State and federal programs, grants, and subsidies that are available to assist in the discharge of the provisions of the Civil Administrative Code of Illinois.

**PROJECT DESCRIPTION:**

The Grantee is a governmental entity providing services to the Town of Cicero in Cook County.

Funds from this Grant will be utilized for costs associated with operational expenses via the purchase of equipment to assist the Cicero Fire Department located at 5303 West 25<sup>th</sup> Street in Cicero, IL. Grant funds will be used to replace the departments outdated, Self-Contained Breathing Apparatus (SCBA). SCBA is an essential piece of firefighting equipment that provides respiratory protection to firefighters, while working in toxic environments. The apparatuses are used during structure fires, hazardous materials and confined space incidents and will meet the National Fire Protection Association standards.

Specifically, Grant funds will cover all "Equipment" costs associated with the purchase of Self -Contained Breathing Apparatus (SCBA) with snap change, Parachute Buckles, and E-Z Flow Regulators.

The completion of this project will benefit the public by ensuring firefighter's safety, which will allow them to continue to keep the community and its residents safe, when hazardous condition is presented.

**EXHIBIT B**

**DELIVERABLES OR MILESTONES**

To be stated on the initial submitted Periodic Performance Report (PPR), as directed by the Report Deliverable Schedule, the Grantee will provide a detailed task list of projected deliverables, which must be approved by Grantor. These tasks and associated due dates, and any subsequent revisions, shall be incorporated by reference into this Agreement. These tasks will be used to measure performance throughout the life of the Award and can be updated and reported on each PPR reporting due date.

**EXHIBIT C**

**PAYMENT**

Grantee shall receive \$150,000.00 under this Agreement.

Enter specific terms of payment here:

The Award amount listed above is not a guarantee of payment, and Grantee's receipt of Grant Funds is contingent upon all terms and conditions of this Agreement.

Reimbursement

Payments to the Grantee are subject to the Grantee's submission and certification of eligible costs and any documentation as required by the Grantor. Payment shall be initiated upon the Grantor's approval of eligible costs and cash amount requested for reimbursement of those costs.

**EXHIBIT D**

**CONTACT INFORMATION**

**CONTACT FOR NOTIFICATION:**

Unless specified elsewhere, all notices required or desired to be sent by either Party shall be sent to the persons listed below.

The Grantee acknowledges and agrees that its address set forth below is its current address and shall be considered its last known address for purposes of receiving any and all notice(s) required under this Agreement. The Grantee further acknowledges and agrees that the Grantor is justified in relying upon the address information furnished to it by the Grantee in absence of notice to the contrary. The Grantee also acknowledges and agrees that it has the burden of notifying the Grantor of its current/last known address. In the event that the Grantee changes its current address, it shall contact its Grant Manager and notify him or her of the change of address. In the event that Grantor's contact information changes, Grantor shall notify the Grantee of the change.

**GRANTOR CONTACT**

Name: Jessica Maddox  
 Title: Grant Manager  
 Address: 607 E Adams St  
 Springfield, IL 62701  
 Phone: 217-785-9966  
 TTY#: (800) 785-6055  
 Fax#: N/A  
 Email Address: Jessica.Maddox@Illinois.gov

**GRANTEE CONTACT**

Name: Jose Alvarez  
 Title: Grant Administrator  
 Address: 4949 West Cermak Road  
 Cicero, IL 60804-2461  
 Phone: 708-656-3600  
 TTY#: N/A  
 Fax#: N/A  
 Email Address: jalvarez@thetownofcicero.com  
 Additional Information:

The following are designated as Authorized Designee(s) for the Grantee (See Part Two, Article XXVII):

Authorized Designee: Jose Alvarez  
 Authorized Designee Title: Grants Administrator  
 Authorized Designee Phone: 708-656-3600 ext. 263  
 Authorized Designee Email: jalvarez@thetownofcicero.com

Authorized Designee Signature: \_\_\_\_\_

Authorized Signatory Approval: \_\_\_\_\_

Authorized Designee: \_\_\_\_\_  
 Authorized Designee Title: \_\_\_\_\_  
 Authorized Designee Phone: \_\_\_\_\_  
 Authorized Designee Email: \_\_\_\_\_

Authorized Designee Signature: \_\_\_\_\_

Authorized Signatory Approval: \_\_\_\_\_

**GRANTOR CONTACT FOR AUDIT OR CONSOLIDATED YEAR-END FINANCIAL REPORTS QUESTIONS—AUDIT UNIT**

Email: [externalauditunit@illinois.gov](mailto:externalauditunit@illinois.gov)

**GRANTOR CONTACT FOR FINANCIAL CLOSEOUT QUESTIONS—PROGRAM ACCOUNTANT**

Name: Boaz Harriott  
Email: Boaz.V.Harriott@illinois.gov  
Phone: 217-782-9972  
Fax#: N/A

Address: 607 E Adams St  
Springfield, IL 62701

**EXHIBIT E**

**PERFORMANCE MEASURES**

To be stated on the initial submitted Periodic Performance Report (PPR), as directed by the Report Deliverable Schedule, the Grantee will incorporate project specific performance measures within the corresponding section of the PPR. The project specific performance measures will encompass the following standardized performance measures listed below.

- Did the deliverables specified in the task list submitted pursuant to Exhibit B lead to the completion of the project described in Exhibit A?
- Given the total amount of Grant Funds available, does the percent currently drawn and expended directly correlate to the percent of the completion of the project to date?
- At the time of Award closeout, has the Grantee fulfilled the public purpose of the project stated in Exhibit A?

**EXHIBIT F**

**PERFORMANCE STANDARDS**

The Grantor reserves the right to deny any voucher request(s) at its discretion, based on lack of progress toward meeting completion goals. If the Grantee fails to meet any of the performance measures/goals, and if deemed appropriate at the discretion of the Grantor, the Grant Funds may be decreased by an amount proportionate to the size of the shortfall, and/or the Grantee may be responsible for the return of the Grant Funds in the amount specified by the Grantor. Grantor may initiate a grant modification(s) to de-obligate Grant Funds based on non-performance. The Grantee will submit grant modification requests as necessary in a timely manner, including a request to de-obligate Grant Funds in an amount that the Grantee determines will be unspent by the end of the Grant Agreement Term.

**EXHIBIT G**

**SPECIFIC CONDITIONS**

Grantor may remove (or reduce) a Specific Condition included in this **Exhibit G** by providing written notice to the Grantee, in accordance with established procedures for removing a Specific Condition.

There were no conditions resulting from the Internal Control Questionnaire (ICQ).

PRAQ Section: 04 - Ability to Effectively Implement Statutory, Regulatory or other Requirements  
Conditions: Technical assistance required plus more frequent project monitoring (desk review and/or on-site)  
Timeframe: Agency re-examines in 6 months;



**PART TWO – THE GRANTOR-SPECIFIC TERMS**

In addition to the uniform requirements in **PART ONE**, the Grantor has the following additional requirements for its Grantee:

**ARTICLE XXVII  
AUTHORIZED SIGNATORY**

27.1. Authorized Signatory. In processing this Award and related documentation, Grantor will only accept materials signed by the Authorized Signatory or Designee of this Agreement, as designated or prescribed herein in paragraph 1.6 or **Exhibit D**. If the Authorized Signatory chooses to assign a designee to sign or submit materials required by this Agreement to Grantor, the Authorized Signatory must either send written notice to Grantor indicating the name of the designee, or provide notice as set forth in **Exhibit D**. Without such notice, Grantor will reject any materials signed or submitted on the Grantee’s behalf by anyone other than the Authorized Signatory. The Authorized Signatory must approve each Authorized Designee separately by signing as indicated on **Exhibit D**. If an Authorized Designee(s) appears on **Exhibit D**, please verify the information and indicate any changes as necessary. Signatures of both the Authorized Signatory and the Authorized Designee are required in order for the Authorized Designee to have signature authority under this Agreement.

**ARTICLE XXVIII  
ADDITIONAL AUDIT PROVISIONS**

28.1. Discretionary Audit. The Grantor may, at any time and in its sole discretion, require a program-specific audit, or other audit, SAS 115/AU-C265 letters (Auditor’s Communication of Internal Control Related Matters) and SAS 114/AU-C260 letters (Auditor’s Communication With Those Charged With Governance).

**ARTICLE XXIX  
ADDITIONAL MONITORING PROVISIONS**

29.1. Access to Documentation. The Award will be monitored for compliance in accordance with the terms and conditions of this Agreement, together with appropriate programmatic rules, regulations, and/or guidelines that the Grantor promulgates or implements. The Grantee must permit any agent authorized by the Grantor, upon presentation of credentials, in accordance with all methods available by law, full access to and the right to examine any document, papers and records either in hard copy or electronic format, of the Grantee involving transactions relating to this Award.

29.2. Cooperation with Audits and Inquiries, Confidentiality. Pursuant to ARTICLE XII, above, the Grantee is obligated to cooperate with the Grantor and other legal authorities in any audit or inquiry related to the Award. The Grantor or any other governmental authority conducting an audit or inquiry may require the Grantee to keep confidential any audit or inquiry and to limit internal disclosure of the audit or inquiry to those Grantee personnel who are necessary to support the Grantee’s response to the audit or inquiry. This confidentiality requirement shall not limit Grantee’s right to discuss an audit or inquiry with its legal counsel. If a third party seeks to require the Grantee, pursuant to any law, regulation, or legal process, to disclose an audit or inquiry that has been deemed confidential by the Grantor or other governmental authority, the Grantee shall promptly notify the entity that is conducting the audit or inquiry of such effort so that the entity that is conducting the audit or inquiry may seek a protective order, take other appropriate action, or waive compliance by the Grantee with the confidentiality requirement.

**ARTICLE XXX  
ADDITIONAL INTEREST PROVISIONS**

30.1. Interest Earned on Grant Funds. Interest earned on Grant Funds in an amount up to \$500 per year may be retained by the Grantee for administrative expenses unless otherwise provided in **PART THREE**. Any additional interest earned on Grant Funds above \$500 per year must be returned to the Grantor pursuant to paragraphs 4.3 and 33.2 herein, or as otherwise instructed by the Grant Manager or as set forth in **PART THREE**. All interest earned must be expended prior to Grant Funds. Any unspent Grant Funds or earned interest unspent must be returned as Grant Funds to the Grantor as described in paragraphs 4.3 and 33.2 herein. All interest earned on Grant Funds must be accounted for and reported to the Grantor as provided in ARTICLE XIII herein. If applicable, the Grantor will remit interest earned and returned by Grantee to the U.S. Department of Health and Human Services Payment Management System through the process set forth at 2 CFR 200.305(b)(9), or as otherwise directed by the federal awarding agency. The provisions of this paragraph 30.1 are inapplicable to the extent any statute or rule provides for different treatment of interest income. Any provision that deviates from this paragraph is set forth in **PART THREE**.

**ARTICLE XXXI  
ADDITIONAL BUDGET PROVISIONS**

31.1. Restrictions on Discretionary Line Item Transfers. Unless set forth otherwise in **PART THREE** herein, Budget line item transfers within the guidelines set forth in paragraph 6.2 herein, which would not ordinarily require approval from Grantor, but vary more than ten percent (10%) of the current approved Budget line item amount, are considered changes in the project scope and require Prior Approval from Grantor pursuant to 2 CFR 200.308.

**ARTICLE XXXII  
ADDITIONAL REPRESENTATIONS AND WARRANTIES**

32.1. Grantee Representations and Warranties. In connection with the execution and delivery of this Agreement, the Grantee makes the following representations and warranties to Grantor:

- (a) That it has no public or private interest, direct or indirect, and shall not acquire, directly or indirectly any such interest which does or may conflict in any manner with the performance of the Grantee's services and obligations under this Agreement;
- (b) That no member of any governing body or any officer, agent or employee of the State, has a personal financial or economic interest directly in this Agreement, or any compensation to be paid hereunder except as may be permitted by applicable statute, regulation or ordinance;
- (c) That there is no action, suit or proceeding at law or in equity pending, nor to the best of Grantee's knowledge, threatened, against or affecting the Grantee, before any court or before any governmental or administrative agency, which will have a material adverse effect on the performance required by this Agreement;
- (d) That to the best of the Grantee's knowledge and belief, the Grantee, its principals and key project personnel:
  - (i) Are not presently declared ineligible or voluntarily excluded from contrwith any federal or State department or agency;
  - (ii) Have not, within a three (3)-year period preceding this Agreement, been convicted of any felony; been convicted of a criminal offense in connection with obtaining, attempting to

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obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; had a civil judgment rendered against them for commission of fraud; been found in violation of federal or state antitrust statutes; or been convicted of embezzlement, theft, larceny, forgery, bribery, falsification or destruction of records, making a false statement, or receiving stolen property;

(iii) Are not presently indicted for, or otherwise criminally or civilly charged, by a government entity (federal, state or local) with commission of any of the offenses enumerated in sub-paragraph (ii) of this certification; and

(iv) Have not had, within a three (3)-year period preceding this Agreement, any judgment rendered in an administrative, civil or criminal matter against the Grantee, or any entity associated with its principals or key personnel, related to a grant issued by any federal or state agency or a local government.

Any request for an exception to the provisions of this paragraph 32.1(d) must be made in writing, listing the name of the individual, home address, type of conviction and date of conviction; and

(e) Grantee certifies that it is not currently operating under, or subject to, any cease and desist order, or subject to any informal or formal regulatory action, and, to the best of Grantee's knowledge, that it is not currently the subject of any investigation by any state or federal regulatory, law enforcement or legal authority. Should it become the subject of an investigation by any state or federal regulatory, law enforcement or legal authority, Grantee shall promptly notify Grantor of any such investigation. Grantee acknowledges that should it later be subject to a cease and desist order, Memorandum of Understanding, or found in violation pursuant to any regulatory action or any court action or proceeding before any administrative agency, that Grantor is authorized to declare Grantee out of compliance with this Agreement and suspend or terminate the Agreement pursuant to ARTICLE XVI herein and any applicable rules.

#### ARTICLE XXXIII

#### ADDITIONAL TERMINATION, SUSPENSION, BILLING SCHEDULE AND NON-COMPLIANCE PROVISIONS

33.1. Remedies for Non-Compliance. If Grantor suspends or terminates this Agreement pursuant to ARTICLE XVI herein, Grantor may also elect any additional remedy allowed by law, including, but not limited to, one or more of the following remedies:

(a) Direct the Grantee to refund some or all of the Grant Funds disbursed to it under this Agreement; and

(b) Direct the Grantee to remit an amount equivalent to the "Net Salvage Value" of all equipment or materials purchased with Grant Funds provided under this Agreement. For purposes of this Agreement, "Net Salvage Value" is defined as the amount realized, or that the Parties agree is likely to be realized from, the sale of equipment or materials purchased with Grant Funds provided under this Agreement at its current fair market value, less selling expenses.

33.2. Grant Refunds. In accordance with the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 *et seq.*, the Grantee must, within forty-five (45) days of the effective date of a termination of this Agreement, refund to Grantor, any balance of Grant Funds not spent or not obligated as of said date.

33.3. Grant Funds Recovery Procedures. In the event that Grantor seeks to recover from Grantee funds received pursuant to this Award that: (i) Grantee cannot demonstrate were properly spent, or (ii) have not been expended or legally obligated by the time of expiration or termination of this Award, the Parties agree to follow the procedures set forth in the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 *et seq.* (GFRA), for the

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recovery of Grant Funds, including the informal and formal hearing requirements. All remedies available in Section 6 of the GFRA shall apply to these proceedings. The Parties agree that Grantor's Administrative Hearing Rules (56 Ill. Admin. Code Part 2605) and/or any other applicable hearing rules shall govern these proceedings.

33.4. Grantee Responsibility. Grantee shall be held responsible for the expenditure of all funds received through this Award, whether expended by Grantee or a subrecipient or contractor of Grantee. Grantor may seek any remedies against Grantee permitted pursuant to this Agreement and 2 CFR 200.339 for the action of a subrecipient or contractor of Grantee that is not in compliance with the applicable statutes, regulations or the terms and conditions of this Award.

33.5. Billing Schedule. In accordance with paragraph 4.8, herein Grantee must submit all payment requests to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in **PART THREE** or **Exhibit C**. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld. The payment requirements of this paragraph 33.5 supersede those set forth in paragraph 4.8.

#### **ARTICLE XXXIV ADDITIONAL MODIFICATION PROVISIONS**

34.1. Modifications by Operation of Law. This Agreement is subject to such modifications as the Grantor determines, in its sole discretion, may be required by changes in federal or State law or regulations applicable to this Agreement. Grantor shall initiate such modifications, and Grantee shall be required to agree to the modification in writing as a condition of continuing the Award. Any such required modification shall be incorporated into and become part of this Agreement as if fully set forth herein. The Grantor shall timely notify the Grantee of any pending implementation of or proposed amendment to such regulations of which it has notice.

34.2. Discretionary Modifications. If either the Grantor or the Grantee wishes to modify the terms of this Agreement other than as set forth in Articles V and VI and paragraphs 34.1 and 34.3, written notice of the proposed modification must be given to the other party. Modifications will only take effect when agreed to in writing by both the Grantor and the Grantee. However, if the Grantor notifies the Grantee in writing of a proposed modification, and the Grantee fails to respond to that notification, in writing, within thirty (30) days, the proposed modification will be deemed to have been approved by the Grantee. In making an objection to the proposed modification, the Grantee shall specify the reasons for the objection and the Grantor shall consider those objections when evaluating whether to follow through with the proposed modification. The Grantor's notice to the Grantee shall contain the Grantee name, Agreement number, Amendment number and purpose of the revision. If the Grantee seeks any modification to the Agreement, the Grantee shall submit a detailed narrative explaining why the Project cannot be completed in accordance with the terms of the Agreement and how the requested modification will ensure completion of the Grant Activities, Deliverables, Milestones and/or Performance Measures (**Exhibits A, B and E**).

34.3. Unilateral Modifications. The Parties agree that Grantor may, in its sole discretion, unilaterally modify this Agreement without prior approval of the Grantee when the modification is initiated by Grantor for the sole purpose of increasing the Grantee's funding allocation as additional funds become available for the Award during the program year covered by the Term of this Agreement.

34.4. Management Waiver. The Parties agree that the Grantor may issue a waiver of specific requirements of this Agreement after the term of the Agreement has expired. These waivers are limited to non-material changes to specific grant terms that the Grantor determines are necessary to place the Grantee in administrative compliance with the terms of this Agreement. A management waiver issued after the term of the Agreement has expired will supersede the original requirements of this Agreement that would normally require a

modification of this Agreement to be executed. The Grantor will make no modifications of this Agreement not agreed to prior to the expiration of the Agreement beyond what is specifically set forth in this section.

34.5. Term Extensions. The Grantee acknowledges that all Grant Funds must be expended or legally obligated, and all Grant Activities, Deliverables, Milestones and Performance Measures (**Exhibits A, B and E**) must be completed during the Term of the Agreement. Extensions of the Term will be granted only for good cause, subject to the Grantor's discretion. Pursuant to the Grant Funds Recovery Act (30 ILCS 705/1 *et seq.*), no Award may be extended in total beyond a two (2)-year period unless the Grant Funds are expended or legally obligated during that initial two-year period, or unless Grant Funds are disbursed for reimbursement of costs previously incurred by the Grantee. If Grantee requires an extension of the Award Term, Grantee should submit a written request to the Grant Manager at least sixty (60) days prior to the end of the Award Term or extended Award Term, as applicable, stating the reason for the extension. If Grantee provides reasonable extenuating circumstances, Grantee may request an extension of the Award Term with less than sixty (60) days remaining.

**ARTICLE XXXV  
ADDITIONAL CONFLICT OF INTEREST PROVISIONS**

35.1. Bonus or Commission Prohibited. The Grantee shall not pay any bonus or commission for the purpose of obtaining the Grant Funds awarded under this Agreement.

35.2. Hiring State Employees Prohibited. No State officer or employee may be hired to perform services under this Agreement on behalf of the Grantee, or be paid with Grant Funds derived directly or indirectly through this Award without the written approval of the Grantor unless Grantee is a State agency.

**ARTICLE XXXVI  
ADDITIONAL EQUIPMENT OR PROPERTY PROVISIONS**

36.1. Equipment Management. The Grantee is responsible for replacing or repairing equipment and materials purchased with Grant Funds that are lost, stolen, damaged, or destroyed. Any loss, damage or theft of equipment and materials shall be investigated and fully documented, and immediately reported to the Grantor and, where appropriate, the appropriate authorities.

36.2. Purchase of Real Property. If permitted by the Award Budget and scope of activities provided in this Agreement, a Grantee may use the Grant Funds during the Award Term for the costs associated with the purchase of real property (as defined by 2 CFR 200.1) either through the use of reimbursement or advanced funds as permitted in Exhibit C of this Agreement for the following purposes and consistent with the Grantor's bondability guidelines and 2 CFR 200:

- (a) Cash payment of the entirety or a portion of the real property acquisition;
- (b) Cash Payment of a down payment for the acquisition;
- (c) Standard and commercially reasonable costs required to be paid at the acquisition closing (*i.e.*, closing costs); or
- (d) Payments to reduce the debt incurred by Grantee to purchase the real property.

36.3. Bonding Requirements. If Grant Funds through this Award are used for construction or facility improvement projects that exceed the Simplified Acquisition Threshold, the Grantee must comply with the minimum bonding requirements listed in 2 CFR 200.326 (a) – (c). Grantor will not accept the Grantee's own bonding policy and requirements.

**ARTICLE XXXVII  
APPLICABLE STATUTES**

To the extent applicable, Grantor and Grantee shall comply with the following:

37.1. Grantee Responsibility. All applicable federal, State and local laws, rules and regulations governing the performance required by Grantee shall apply to this Agreement and will be deemed to be included in this Agreement the same as though written herein in full. Grantee is responsible for ensuring compliance with all applicable laws, rules and regulations, including, but not limited to those specifically referenced herein. Except where expressly required by applicable laws and regulations, the Grantor shall not be responsible for monitoring Grantee's compliance.

37.2. Land Trust/Beneficial Interest Disclosure Act (765 ILCS 405/2.1). No Grant Funds shall be paid to any trustee of a land trust, or any beneficiary or beneficiaries of a land trust, for any purpose relating to the land, which is the subject of such trust, any interest in such land, improvements to such land or use of such land unless an affidavit is first filed with the Grantor identifying each beneficiary of the land trust by name and address and defining such interest therein.

37.3. Historic Preservation Act (20 ILCS 3420/1 et seq.). The Grantee will not expend Grant Funds under this Agreement which result in the destruction, alteration, renovation, transfer or sale, or utilization of a historic property, structure or structures, or in the introduction of visual, audible or atmospheric elements to a historic property, structure or structures, which will result in the change in the character or use of any historic property, except as approved by the Illinois Department of Natural Resources, Historic Preservation Division. The Grantee shall not expend Grant Funds under this Agreement for any project, activity, or program that can result in changes in the character or use of historic property, if any historic property is located in the area of potential effects without the approval of the Illinois Department of Natural Resources, Historic Preservation Division. 20 ILCS 3420/3(f).

37.4. Victims' Economic Security and Safety Act (820 ILCS 180 et seq.). If the Grantee has 50 or more employees, it may not discharge or discriminate against an employee who is a victim of domestic or sexual violence, or who has a family or household member who is a victim of domestic or sexual violence, for taking up to a total of twelve (12) work weeks of leave from work during any twelve (12) month period to address the domestic violence, pursuant to the Victims' Economic Security and Safety Act. The Grantee is not required to provide paid leave under the Victims' Economic Security and Safety Act, but may not suspend group health plan benefits during the leave period. Any failure on behalf of the Grantee to comply with all applicable provisions of the Victims' Economic Security and Safety Act, or applicable rules and regulations promulgated thereunder, may result in a determination that the Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, 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.

37.5. Equal Pay Act of 2003 (820 ILCS 112 et seq.). If the Grantee has four (4) or more employees, it is prohibited by the Equal Pay Act of 2003 from paying unequal wages to men and women for doing the same or substantially similar work. Further, the Grantee is prohibited by the Equal Pay Act of 2003 from remedying violations of the Act by reducing the wages of other employees or discriminating against any employee exercising his/her rights under this Act. Any failure on behalf of the Grantee to comply with all applicable provisions of the Equal Pay Act of 2003, or applicable rules and regulations promulgated thereunder, may result in a determination that the Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, 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.

37.6. Steel Products Procurement Act (30 ILCS 565 et seq.). The Grantee, if applicable, hereby certifies that any steel products used or supplied in accordance with this Award for a public works project shall be

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manufactured or produced in the United States per the requirements of the Steel Products Procurement Act (30 ILCS 565 *et seq.*).

37.7. Minorities, Women, and Persons with Disabilities Act and Illinois Human Rights Act (30 ILCS 575/0.01; 775 ILCS 5/2-105). The Grantee acknowledges and hereby certifies compliance with the provisions of the Business Enterprise for Minorities, Women, and Persons with Disabilities Act, and the equal employment practices of Section 2-105 of the Illinois Human Rights Act for the provision of services which are directly related to the Award Activities to be performed under this Agreement.

37.8. Identity Protection Act (5 ILCS/179 *et seq.*) and Personal Information Protection Act (815 ILCS 530 *et seq.*). The Grantor is committed to protecting the privacy of its vendors, grantees and beneficiaries of programs and services. At times, the Grantor will request social security numbers or other personal identifying information. Federal and state laws, rules and regulations require the collection of this information for certain purposes relating to employment and/or payments for goods and services, including, but not limited to, Awards. The Grantor also collects confidential information for oversight and monitoring purposes.

Furnishing personal identity information, such as a social security number, is voluntary; however, failure to provide required personal identity information may prevent an individual or organization from using the services/benefits provided by the Grantor as a result of state or federal laws, rules and regulations.

To the extent the Grantee collects or maintains protected personal information as part of carrying out the Award Activities, the Grantee shall maintain the confidentiality of the protected personal information in accordance with applicable law and as set forth below.

(a) **Personal Information Defined.** As used herein, "Personal Information" shall have the definition set forth in the Personal Information Protection Act, 815 ILCS 530/5 ("PIPA").

(b) **Protection of Personal Information.** The Grantee shall use at least reasonable care to protect the confidentiality of Personal Information that is collected or maintained as part of the Award Activities and (i) not use any Personal Information for any purpose outside the scope of the Award Activities and (ii) except as otherwise authorized by the Grantor in writing, limit access to Personal Information to those of its employees, contractors, and agents who need such access for purposes consistent with the Award Activities. If Grantee provides any contractor or agent with access to Personal Information, it shall require the contractor or agent to comply with the provisions of this paragraph 37.8.

(c) **Security Assurances.** Grantee represents and warrants that it has established and will maintain safeguards against the loss and unauthorized access, acquisition, destruction, use, modification, or disclosure of Personal Information and shall otherwise maintain the integrity of Personal Information in its possession in accordance with any federal or state law privacy requirements, including PIPA. Such safeguards shall be reasonably designed to (i) ensure the security and confidentiality of the Personal Information, (ii) protect against any anticipated threats or hazards to the security or integrity of Personal Information, and (iii) protect against unauthorized access to or use of Personal Information. Additionally, Grantee will have in place policies, which provide for the secure disposal of documents and information which contain Personal Information, including but not limited to shredding documents and establishing internal controls over the authorized access to such information. 815 ILCS 530/40.

(d) **Breach Response.** In the event of any unauthorized access to, unauthorized disclosure of, loss of, damage to or inability to account for any Personal Information (a "Breach"), Grantee agrees that it shall promptly, at its own expense (i) report such Breach to the Grantor by telephone with immediate written confirmation sent by e-mail and by mail, describing in detail any accessed materials and identifying any individual(s) who may have been involved in such Breach; (ii) take all actions necessary or reasonably requested by the Grantor to stop, limit or minimize the Breach; (iii) restore and/or retrieve, as applicable, and return all Personal Information that was lost, damaged, accessed, copied or removed; (iv) cooperate in all reasonable respects to minimize the damage resulting from such

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Breach; (v) provide any notice to Illinois residents as required by 815 ILCS 530/10 or applicable federal law, in consultation with the Grantor; and (vi) cooperate in the preparation of any report related to the Breach that the Grantor may need to present to any governmental body.

(e) Injunctive Relief. Grantee acknowledges that, in the event of a breach of this paragraph 37.8, Grantor will likely suffer irreparable damage that cannot be fully remedied by monetary damages. Accordingly, in addition to any remedy which the Grantor may possess pursuant to applicable law, the Grantor retains the right to seek and obtain injunctive relief against any such breach in any Illinois court of competent jurisdiction.

(f) Compelled Access or Disclosure. The Grantee may disclose Personal Information if it is compelled by law, regulation, or legal process to do so, provided the Grantee gives the Grantor at least ten (10) days' prior notice of such compelled access or disclosure (to the extent legally permitted) and reasonable assistance if the Grantor wishes to contest the access or disclosure.

**ARTICLE XXXVIII  
ADDITIONAL MISCELLANEOUS PROVISIONS**

38.1. Workers' Compensation Insurance, Social Security, Retirement and Health Insurance Benefits, and Taxes. The Grantee shall provide Workers' Compensation insurance where the same is required and shall accept full responsibility for the payment of unemployment insurance, premiums for Workers' Compensation, Social Security and retirement and health insurance benefits, as well as all income tax deduction and any other taxes or payroll deductions required by law for its employees who are performing services specified by this Agreement.

38.2. Required Notice. Grantee agrees to give prompt notice to the Grantor of any event that may materially affect the performance required under this Agreement. Any notice or final decision by Grantor relating to (i) a Termination or Suspension (ARTICLE XVI), (b) Modifications, Management Waivers or Term Extensions (ARTICLE XXXIV) or (c) Assignments (paragraph 26.4) must be executed by the Director of the Grantor or her or his authorized designee.

**ARTICLE XXXIX  
ADDITIONAL REQUIRED CERTIFICATIONS**

The Grantee makes the following certifications as a condition of this Agreement. These certifications are required by State statute and are in addition to any certifications required by any federal funding source as set forth in this Agreement. Grantee's execution of this Agreement shall serve as its attestation that the certifications made herein are true and correct.

39.1. Compliance With Applicable Law. The Grantee certifies that it shall comply with all applicable provisions of federal, state and local law in the performance of its obligations pursuant to this Agreement.

39.2. Sexual Harassment. The Grantee certifies that it has written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the Grantee's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department of Human Rights and the Human Rights Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)). A copy of the policies shall be provided to the Grantor upon request.



39.3. Federal, State and Local Laws; Tax Liabilities; State Agency Delinquencies. The Grantee is required to comply with all federal, state and local laws, including but not limited to the filing of any and all applicable tax returns. In the event that a Grantee is delinquent in filing and/or paying any federal, state and/or local taxes, the Grantor shall disburse Grant Funds only if the Grantee enters into an installment payment agreement with said tax authority and remains in good standing therewith. Grantee is required to tender a copy of any such installment payment agreement to the Grantor. In no event may Grantee utilize Grant Funds to discharge outstanding tax liabilities or other debts owed to any governmental unit. **The execution of this Agreement by the Grantee is its certification that (i) it is current as to the filing and payment of any federal, state and/or local taxes applicable to Grantee; and (ii) it is not delinquent in its payment of moneys owed to any federal, state, or local unit of government.**

39.4. Lien Waivers. If applicable, the Grantee shall monitor construction to assure that necessary contractor's affidavits and waivers of mechanics liens are obtained prior to release of Grant Funds to contractors and subcontractors.

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**PART THREE – THE PROJECT-SPECIFIC TERMS**

In addition to the uniform requirements in **PART ONE** and the Grantor-Specific Terms in **PART TWO**, the Grantor has the following additional requirements for this Project:

**ARTICLE XL  
REPORT DELIVERABLE SCHEDULE**

40.1. External Audit Reports. External Audit Reports may be required. Refer to ARTICLE XV of this Agreement to determine whether you are required to submit an External Audit Report and the applicable due date.

40.2. Annual Financial Reports. Annual Financial Reports may be required. Refer to paragraph 15.2 of this Agreement to determine whether you are required to submit Annual Financial Reports.

40.3. Required Periodic Reports. Below is the required periodic reporting schedule for this Award.

**June 2023**

- Quarterly Periodic Financial Report (06/30/2023) - Covering Period of 07/01/2022 - 05/31/2023; Send To: Grant Manager
- Quarterly Periodic Performance Report (06/30/2023) - Covering Period of 07/01/2022 - 05/31/2023; Send To: Grant Manager

**July 2023**

- Quarterly Periodic Financial Report (07/31/2023) - Covering Period of 06/01/2023 - 06/30/2023; Send To: Grant Manager
- Quarterly Periodic Performance Report (07/31/2023) - Covering Period of 06/01/2023 - 06/30/2023; Send To: Grant Manager

**August 2023**

- End of grant Closeout Financial Report (08/14/2023) - Covering Period of 07/01/2022 - 06/30/2023; Send To: Grant Manager
- End of grant Closeout Performance Report (08/14/2023) - Covering Period of 07/01/2022 - 06/30/2023; Send To: Grant Manager

40.4. Changes to Reporting Schedule. Changes to the schedules for periodic reporting, the external audit reports and the annual financial reports do not require a formal modification to this Agreement pursuant to paragraph 26.5 and Article XXXIV, and may be changed unilaterally by the Grantor if necessitated by a change in the project schedule or at the discretion of the Grantor. The Grantee may not modify the reporting deliverable schedules in ARTICLES XIII, XIV, XV and XL unilaterally, and must obtain prior written approval from Grantor or the Grant Accountability and Transparency Unit of the Governor’s Office of Management and Budget, if applicable, to change any reporting deadlines.

**ARTICLE XLI  
GRANT-SPECIFIC TERMS/CONDITIONS**

41.1. Funding. If this Award is bond-funded, all expenditures shall be in accordance with all applicable bondability guidelines.

41.2. Use of Real Property. Grantee shall use any real property acquired, constructed or improved with Grant Funds pursuant to this Agreement to provide the programs and services specified herein for at least the Award Term stated in Paragraph 1.4. Grantee shall comply with the real property use and disposition requirements set forth in 2 CFR 200.311.

**State of Illinois  
UNIFORM GRANT BUDGET TEMPLATE**

Agency:	Illinois Department of Commerce and Economic Opportunity		State FY:	2023
Grantee:	Town of Cicero	DUNS Number:	[REDACTED]	
NOFO Number:		CSFA Number:	Grant Number: 23-203039	
CSFA Description:				

**Section A: State of Illinois Funds**

**Revenues**

State of Illinois Grant Amount Requested \$150,000.00

**Budget Expenditure Categories**

	<u>Summary</u>	<u>Detail</u>
1. Personnel (200.430)		
2. Fringe Benefits (200.431)		
3. Travel (200.474)		
4. Equipment (200.439)	\$150,000.00	
1009 EQUIPMENT- NON-CONSTR PROJECTS		\$150,000.00
5. Supplies (200.94)		
6. Contractual/Subawards (200.318 and .92)		
7. Consultant (200.459)		
8. Construction		
9. Occupancy (200.465)		
10. Research and Development (200.87)		
11. Telecommunications		
12. Training and Education (200.472)		
13. Direct Administrative Costs (200.413)		
14. Miscellaneous Costs		
15. Grant Exclusive Line Item(s)		
16. Total Direct Costs (add lines 1-15)	\$150,000.00	\$150,000.00
17. Total Indirect Costs (200.414)		
Rate: [ ] %		
Base: [ ]		
18. Total Costs State Grant Funds (Lines 16 and 17)	\$150,000.00	\$150,000.00

Grantee:

NOFO Number:

Grant Number:

**SECTION A - Continued - Indirect Cost Rate Information**

If your organization is requesting reimbursement for indirect costs on line 17 of the Budget Summary, please select one of the following options. If not reimbursement is being requested please consult your program office regarding possible match requirements.

Your organization may not have a Federally Negotiated Cost Rate Agreement. Therefore, in order for your organization to be reimbursed for the Indirect Costs from the State of Illinois your organization must either:

- a. Negotiate an Indirect Cost Rate with the State of Illinois' Indirect Cost Unit with guidance from you State Cognizant Agency on an annual basis;
- b. Elect to use the de minimis rate of 10% modified for total direct costs (MTDC) which may be used indefinitely on State of Illinois awards; or
- c. Use a Restricted Rate designated by programmatic or statutory policy (see Notice of Funding Opportunity or Restricted Rate Programs).

**Select ONLY One:**

- 1)  Our Organization receives direct Federal funding and currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with our federal Cognizant Agency. A copy of this agreement will be provided to the State of Illinois' Indirect Cost Unit for review and documentation before reimbursement is allowed. This NICRA will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations.
  
- 2a)  Our Organizations currently has a Negotitated Indirect Cost Rate Agreement (NICRA) with the State of Illinois that will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations. Our Organization is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within 6 months after the close of each fiscal year pursuant to 2 CFR 200, Appendiz IV(c)(2)(c).
  
- 2b)  Our Organization currently does not have a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois. Our organization will submit our initial Indirect Cost Rate Proposal (ICRP) immediately after our Organization is advised that the State award will be made no later than 3 months after the effective date of the State award pursuant to 2 CFR 200 Appendix (C)(2)(b). The initial ICRP will be sent to the State of Illinois Indirect Cost unit.
  
- 3)  Our Organization has never received a Negotiated Indirect Cost Rate Agreement from either the federal government or the State of Illinois and elects to charge the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards pursuant to 2 CRF 200.414 (C)(4)(f) and 200.68.
  
- 4)  For Restricted Rate Programs, our Organization is using a restricted indirect cost rate that:
  - is included as a "Special Indirect Cost Rate" in the NICRA, pursuant to 2 CFR 200 Appendix IV(5); or
  - complies with other statutory policies.
  
- 5)  No reimbursement of Indirect Cost is being requested.

Rate:  %

**Basic Negotiated Indirect Cost Rate Information (Use only if option 1 or 2(a), above is selected.)**

Period Covered By NICRA: From:  To:  Approving Federal or State Agency:

Indirect Cost Rate:  % The Distribution Base Is:

Grantee:

NOFO Number:

Grant Number:

**By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and that any false, fictitious or fraudulent information or the omission of any material fact could result in the immediate termination of my grant award(s).**

Institution/Organization: Town of Cicero

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

Printed Name: Larry Dominick

Title: Town President

Phone: 708-656-3600 ext. 211

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

Institution/Organization: Town of Cicero

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

Printed Name: Maria Punzo-Arias

Title: Town Clerk

Phone: 708-656-3600 ext. 200

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

Note: The State Awarding Agency may change required signers based on the grantee's organizational structure. The required signers must have the authority to enter into contractual agreements on the behalf of the organization.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING AND APPROVING A CERTAIN INVOICE FROM NORTH EAST MULTI-REGIONAL TRAINING FOR ANNUAL DUES FOR THE TOWN OF CICERO, COUNTY OF COOK, STATE OF ILLINOIS.**

WHEREAS, the Town of Cicero (the “Town”) was created by a charter enacted by the Illinois General Assembly (the “Charter”); and

WHEREAS, the Corporate Authorities of the Town (as defined below) are governed by the Charter and the Constitution of the State of Illinois and the statutes of the State of Illinois when not specified in the Charter; and

WHEREAS, the Town is a home rule unit of local government as is provided by Article VII, Section 6 of the Illinois Constitution of 1970, and as a home rule unit of local government the Town may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Town President (the “President”) and the Board of Trustees of the Town (the “Town Board” and with the President, the “Corporate Authorities”) are committed to ensuring the health, safety, and well-being of the Town’s residents; and

WHEREAS, North East Multi-Region Training (“NEMRT”) provides training and related criminal justice programs to law enforcement agencies (the “Services”); and

WHEREAS, NEMRT has provided the Town with a certain invoice (the “Invoice”), attached hereto and incorporated herein as Exhibit A, for annual membership dues in connection with the Services; and

WHEREAS, the Superintendent of Police has recommended approval of payment of the Invoice for the Services; and

WHEREAS, the Corporate Authorities have determined that it is necessary and in the best interests of the Town to authorize and approve payment of the Invoice for the Services;

NOW, THEREFORE, BE IT RESOLVED by the President and the duly authorized Board of Trustees of the Town of Cicero, County of Cook, State of Illinois, as follows:

**ARTICLE I.  
IN GENERAL**

**Section 1.0 Findings.**

The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preambles to this Resolution are full, true, and correct and do hereby, by reference, incorporate and make them part of this Resolution as legislative findings.

**Section 2.0 Purpose.**

The purpose of this Resolution is to authorize the President or his designee to approve payment of the Invoice for the Services, to further authorize the President or his designee to take all steps necessary in accordance with this Resolution and to ratify any steps taken to effectuate those goals.

**ARTICLE II.  
AUTHORIZATION**

**Section 3.0 Authorization.**

The Town Board hereby authorizes and approves payment of the Invoice for the Services and ratifies any and all previous action taken to effectuate the intent of this Resolution. The Town Board further authorizes the President or his designee to execute any and all additional documentation that may be necessary to carry out the intent of this Resolution. The Town Clerk is hereby authorized and directed to attest to and countersign



any documentation as may be necessary to carry out and effectuate the purpose of this Resolution. The Town Clerk is also authorized and directed to affix the Seal of the Town to such documentation as is deemed necessary. To the extent that the Services contained within the Invoice are subject to competitive bidding requirements, the same is hereby waived.

**ARTICLE III.  
HEADINGS, SAVINGS CLAUSES, PUBLICATION,  
EFFECTIVE DATE**

**Section 4.0 Headings.**

The headings of the articles, sections, paragraphs, and subparagraphs of this Resolution are inserted solely for the convenience of reference and form no substantive part of this Resolution nor should they be used in any interpretation or construction of any substantive provision of this Resolution.

**Section 5.0 Severability.**

The provisions of this Resolution are hereby declared to be severable and should any provision of this Resolution be determined to be in conflict with any law, statute, or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable, and as though not provided for herein, and all other provisions shall remain unaffected, unimpaired, valid, and in full force and effect.

**Section 6.0 Superseder.**

All code provisions, ordinances, resolutions, rules, and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

**Section 7.0 Publication.**

A full, true, and complete copy of this Resolution shall be published in pamphlet form or in a newspaper published and of general circulation within the Town as provided by the Illinois Municipal Code, as amended.

**Section 8.0 Effective Date.**

This Resolution shall be effective and in full force immediately upon passage and approval.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2023, pursuant to a roll call vote as follows:

	<b>YES</b>	<b>NO</b>	<b>ABSENT</b>	<b>PRESENT</b>
Viruso				
Cundari				
Reitz				
Garcia				
Porod				
Cava				
Vargas				
(President Dominick)				
<b>TOTAL</b>				

**APPROVED** by the President on \_\_\_\_\_, 2023

\_\_\_\_\_  
 LARRY DOMINICK  
 PRESIDENT

**ATTEST:**

\_\_\_\_\_  
 MARIA PUNZO-ARIAS  
 TOWN CLERK

**EXHIBIT A**

TOWN OF CICERO  
 4949 W. CERMAK ROAD  
 CICERO, ILLINOIS 60804

PURCHASE REQUEST  
 29724

TO: — North East Multi-Regional Training, Inc.—  
 — 355 Smoke Tree Plaza —  
 — North Aurora, IL 60542 —  
 — —

DATE: 4/12, 2023  
 DEPARTMENT: Police Dept  
 ACCOUNT NO: 100-16-63005

QUANTITY	CAT NO.	DESCRIPTION	PRICE	TOTAL
		Membership Fees, Annual dues		\$11875. <sup>00</sup>
		Inv# 322370		
				\$11875. <sup>00</sup>

PLEASE NOTE:  
 THIS IS A REQUEST, NOT A PURCHASE ORDER.

WHITE - CLERK'S COPY YELLOW - DEPT. HEAD'S COPY

\_\_\_\_\_  
 HEAD OF DEPARTMENT



01 May 23

Maria Punzo-Arias  
Clerk, Town of Cicero  
4949 W. Cermak Rd.  
Cicero, IL. 60804

**Subj: North East Multi-Reginal Training (NEMRT) Annual Membership Renewal**

**Invoice # 322370 for \$11875.00**


Madam Clerk,

Attached you will find invoice number **#322370** in the amount of **\$11,875.00** from **North East Multi-Reginal Training (NEMRT)**. The invoice is for an ongoing annual membership to provide member departments with in-service law enforcement training to allow us to meet mandated annual training requirements. The training is free for member departments once the annual membership fee is paid.

This membership fee is for the period of **01 Jul 23 50 June 30, 2024**.

I respectfully request that the attached invoice gets submitted for payment.

Respectfully,

  
Thomas P. Boyle  
Superintendent of Police  
Cicero Police Department

4901 West Cermak  
Cicero, IL 60804  
708-652-2130 Ext 370



North East Multi-Regional Training  
 355 Smoke Tree Plaza  
 North Aurora, IL 60542  
 Phone: 630-896-8860

Date	Invoice #	Customer #
03/28/2023	322370	442

### ANNUAL MEMBERSHIP INVOICE

**BILL TO:**

**Attention: Chief**  
 Cicero Police Department  
 4901 W. Cermak Road  
 Cicero IL 60804

**REMIT PAYMENT TO:**

North East Multi-Regional Training  
 355 Smoke Tree Plaza  
 North Aurora, IL 60542

### MEMBERSHIP FEES

This invoice is for the training period of: **07/01/2023 to 06/30/2024**

**Please review your roster on-line and update as necessary.**

Add up all Full-Time Sworn (FTS) Officers and indicate the number below and multiply by the dues amount.

Add up all Part-Time Sworn (PTS) Officers you are paying for and indicate the number below and multiply by the dues amount.

Add up all Civilian Non-Sworn (CNS) Employees you are paying for and indicate the number below and multiply by the dues amount.

Calculate FTS, PTS, and CNS and indicated that total in the Total field below. This is the amount of your membership.

**Departments having more than 125 full-time officers will only have to pay for a maximum of 125 officers. All other full-time officers are included within the membership. PTS Officer's and CNS employees are optional. However, if not paid for, you will be billed at the non-member rate for those individuals.**

Please tear off and return this portion with your payment

### North East Multi-Regional Training

355 Smoke Tree Plaza, North Aurora, IL Phone: (630) 896-8860 Fax: (630) 229-0206

Cicero Police Department  
 4901 W. Cermak Road  
 Cicero IL 60804

Invoice Date	Due Date	Invoice #	Customer #
03/28/2023	09/01/2023	322370	442

Make check payable to:

North East Multi-Regional Training, Inc.  
 355 Smoke Tree Plaza  
 North Aurora, IL 60542

<u>160</u> # of Full-Time Officers x \$95.00 =	\$ <u>11,875.00</u>
___ # of Part-Time Officers x \$95.00 =	\$ _____ .00
___ # of Civilian Employees x \$95.00 =	\$ _____ .00

191

TOTAL

11,875.00  
 (MAX AT 125 x 95)

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE TOWN PRESIDENT TO ENTER INTO A CERTAIN PROFESSIONAL SERVICES AGREEMENT WITH ELEMENTAL CARE HEALTH & WELLNESS CENTER, LLC TO PROVIDE SERVICES TO THE TOWN OF CICERO, COUNTY OF COOK, STATE OF ILLINOIS.**

WHEREAS, the Town of Cicero (the “Town”) was created by a charter enacted by the Illinois General Assembly (the “Charter”); and

WHEREAS, the Corporate Authorities of the Town (as defined below) are governed by the Charter and the Constitution of the State of Illinois and the statutes of the State of Illinois when not specified in the Charter; and

WHEREAS, the Town is a home rule unit of local government as is provided by Article VII, Section 6 of the Illinois Constitution of 1970, and as a home rule unit of local government the Town may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Town President (the “President”) and the Board of Trustees of the Town (the “Town Board” and with the President, the “Corporate Authorities”) are committed to advancing and protecting the health, safety, and well-being of Town residents; and

WHEREAS, the Town’s Health Department (the “Department”) arranges for medical services to be provided to Town residents by licensed practitioners at affordable costs (the “Services”); and

WHEREAS, Elemental Care Health & Wellness Center, LLC (“Elemental”) desires to provide the professional services of its employee, Katherine Skurski, DNP, APRN-FPA, FNP-BC (the “Provider”) to the Town; and



WHEREAS, with the foregoing in mind, the Corporate Authorities have determined that it is in the best interests of the Town and its residents to retain Elemental to provide the Services to Town residents through the Department; and

WHEREAS, there exists a certain professional services agreement (the “Agreement”), a copy of which is attached hereto and incorporated herein as Exhibit A, which sets forth the terms, covenants, and conditions upon which Elemental through the Provider would provide the Services for the Department; and

WHEREAS, the Corporate Authorities have determined that it is in the best interests of the Town and its residents to approve, execute, and enter into an agreement with terms substantially the same as the terms of the Agreement; and

WHEREAS, the President is authorized to enter into and the Town Attorney (the “Attorney”) is authorized to revise agreements for the Town making such insertions, omissions, and changes as shall be approved by the President and the Attorney;

NOW, THEREFORE, BE IT RESOLVED by the President and the duly authorized Board of Trustees of the Town of Cicero, County of Cook, State of Illinois, as follows:

**ARTICLE I.  
IN GENERAL**

**Section 1.0 Findings.**

The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preambles to this Resolution are full, true, and correct and do hereby, by reference, incorporate and make them part of this Resolution as legislative findings.

**Section 2.0 Purpose.**

The purpose of this Resolution is to authorize the President or his designee to enter into and approve the Agreement whereby Elemental, through the Provider, will provide the Services for the Department in accordance with the terms of the Agreement, to further authorize the President or his designee to take all steps necessary to carry out the terms of the Agreement, and to ratify any steps taken to effectuate those goals.

**ARTICLE II.  
AUTHORIZATION**

**Section 3.0 Authorization.**

The Town Board hereby authorizes and directs the President or his designee to enter into and approve the Agreement in accordance with its terms, or any modification thereof, and to ratify any and all previous action taken to effectuate the intent of this Resolution. The Town Board authorizes and directs the President or his designee to execute the applicable Agreement, with such insertions, omissions, and changes as shall be approved by the President and the Attorney. The Town Board further authorizes the President or his designee to execute any and all additional documentation that may be necessary to carry out the intent of this Resolution. The Town Clerk is hereby authorized and directed to attest to and countersign any documentation as may be necessary to carry out and effectuate the purpose of this Resolution. The Town Clerk is also authorized and directed to affix the Seal of the Town to such documentation as is deemed necessary. To the extent that any requirement of bidding would be applicable to services described herein, the same is hereby waived.

**ARTICLE III.  
HEADINGS, SAVINGS CLAUSES, PUBLICATION,  
EFFECTIVE DATE**

**Section 4.0 Headings.**

The headings of the articles, sections, paragraphs, and subparagraphs of this Resolution are inserted solely for the convenience of reference and form no substantive part of this Resolution nor should they be used in any interpretation or construction of any substantive provision of this Resolution.

**Section 5.0 Severability.**

The provisions of this Resolution are hereby declared to be severable and should any provision of this Resolution be determined to be in conflict with any law, statute, or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable and as though not provided for herein, and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

**Section 6.0 Superseder.**

All code provisions, ordinances, resolutions, rules, and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

**Section 7.0 Publication.**

A full, true, and complete copy of this Resolution shall be published in pamphlet form or in a newspaper published and of general circulation within the Town as provided by the Illinois Municipal Code, as amended.

**Section 8.0 Effective Date.**

This Resolution shall be effective and in full force immediately upon passage and approval.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2023, pursuant to a roll call vote as follows:

	<b>YES</b>	<b>NO</b>	<b>ABSENT</b>	<b>PRESENT</b>
Viruso				
Cundari				
Reitz				
Garcia				
Porod				
Cava				
Vargas				
(President Dominick)				
<b>TOTAL</b>				

**APPROVED** by the President on \_\_\_\_\_, 2023

\_\_\_\_\_  
 LARRY DOMINICK  
 PRESIDENT

**ATTEST:**


\_\_\_\_\_  
 MARIA PUNZO-ARIAS  
 TOWN CLERK

**EXHIBIT A**

## PROFESSIONAL SERVICES AGREEMENT

**THIS PROFESSIONAL SERVICES AGREEMENT** (this “Agreement”) is made and entered into this 8<sup>th</sup> day of June 2023 (the “Effective Date”) by and between Elemental Care - Health & Wellness Center, LLC (the “Provider”) and the Town of Cicero, Illinois, an Illinois municipal corporation (the “Town”). (For convenience, the Provider and the Town may be referred to collectively as the “Parties” and each individually as a “Party.”)

### WITNESSETH:

 to advancing and protecting the health, safety, and

**WHEREAS**, pursuant to this mission, the Town, through its Department of Health (the “Department”), arranges for health services to be provided to Town residents by licensed practitioners at affordable costs (the “Program”); and

**WHEREAS**, the Provider is willing to provide the services of Katherine Skurski, DNP, APRN-FPA, FNP-BC, PMHNP (“Skurski”), a duly licensed nurse practitioner in Illinois; and

**WHEREAS**, the Town desires to retain the services of the Provider in furtherance of the objectives stated above, and the Provider desires to provide such services; and

**WHEREAS**, the Parties have determined that it is in their best interests to enter into this Agreement in order to set forth the respective obligations and rights of each Party in regard to the Services, as defined below;

**NOW, THEREFORE**, in consideration of the foregoing, the mutual promises and covenants contained herein, and for other good and valuable consideration, the sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. **Recitals.** The recitals set forth above are full, true, and correct and are hereby incorporated into this Agreement as if fully restated herein.
2. **The Services.** The Provider shall have Skurski provide health examinations and services (the “Services”) to adult and minor residents of the Town’s Health Clinic located at 2250 S. 49<sup>th</sup> Avenue, Cicero, Illinois (the “Clinic”). Skurski shall perform the Services for not more than fifteen (15) hours per week as specifically scheduled by the Department’s Director (the “Director”) or her designee. The Town, at its sole discretion, may schedule Skurski for less than fifteen (15) hours a week. The schedule described herein may be changed by mutual agreement of the Parties. Additionally, the Provider acknowledges that the Department conducts health and dental fairs at various times and that Skurski may be asked to render Services at such events, and agrees to use Provider’s best efforts to

accommodate the Town's requests in that regard, with scheduling to be agreed upon by the Parties.

3. **Nature of Services.** The Provider shall ensure that Skurski performs diligently and to the best of her talents, skills and expertise, all of the Services that are required to be performed under this Agreement and shall devote, or be available to devote, such time to the performance of these duties as may be necessary. The Provider hereby acknowledges that the Provider is not the exclusive provider of health services to the Department or the Town, and that the Town retains the right, in its sole and absolute discretion, to retain other qualified professionals to supplement the Services.
4. **Term.** This Agreement shall commence on the Effective Date and shall continue for a term of one (1) year thereafter (the "Initial Term"), unless earlier terminated as set forth herein. On the anniversary of the Effective Date, the Agreement shall automatically renew for an additional one (1) year (the "Additional Term" and, with the Initial Term, the "Term") unless either Party gives notice of its intent not to renew at least sixty (60) days prior to the expiration of the Initial Term.
5. **Termination.** Notwithstanding anything to the contrary set forth herein, the Agreement shall terminate upon the occurrence of any of the following events:
  - (a) Upon thirty (30) days written notice by the Town or upon sixty (60) days written notice by the Provider, with or without cause in either case;
  - (b) Immediately upon the written mutual consent of the Parties; or
  - (c) Immediately upon written notice by the Town, at its election, in the event of any of the Reportable Matters described in Section 12 of this Agreement.
6. **Remuneration.** For and in consideration of the Provider providing the Services to the Town, the Town shall compensate the Provider in the amount of Ninety and No/100 Dollars (\$90.00) per hour. The Provider shall be solely responsible for compensating Skurski. It is acknowledged and understood that the Town will not withhold any amounts for the payment of taxes from the compensation of the Provider hereunder and that the Provider shall be solely responsible for reporting and paying all applicable taxes. The Town will issue a 1099 form to the Provider. The compensation set forth in this Section shall be the sole consideration due to the Provider for the Services rendered hereunder.
7. **Books and Records.** The Provider shall keep complete and detailed books and records that accurately reflect hours worked; the Services provided hereunder, and the costs thereof. Such books and records and all supporting data shall, upon reasonable notice, be open for inspection by authorized representatives of the Town.
8. **Limitation of Authority.** Subject to the terms and provisions of this Agreement, Skurski shall have the authority to make and implement decisions that are necessary in her performance of the Services and to render directions to all third parties in connection therewith. Notwithstanding anything contained herein to the contrary, in no event shall the Provider nor Skurski have the right or authority, express or implied, to commit or otherwise



bind or obligate the Town to any liability or agreement, unless authorized to do so in writing by the Town.

9. **Indemnification of the Town.** To the fullest extent permitted by law, the Provider shall indemnify, defend and hold the Town, its past and present officials (whether elected or appointed), trustees, employees, volunteers, insurers, directors, agents, officers, representatives, attorneys, independent contractors, successors or predecessors and any other party in any way related to the Town, harmless from and against any and all claims, losses, demands, liabilities, penalties, liens, encumbrances, obligations, causes of action, costs and expenses (including reasonable attorneys' fees and court costs), deaths, injuries and damages (whether actual or punitive), whether known or unknown, suspected or unsuspected, contingent or actual, liquidated or unliquidated, that occurred or are alleged to have occurred in whole or in part in connection with the Services, the intentional, willful or negligent acts or omissions of the Provider or Skurski, or the Provider's or Skurski's violation of any law or the rights of a third party or this Agreement. Notwithstanding any other contrary provision contained herein, the Provider's and Skurski's obligations under this Section shall survive the expiration or termination of this Agreement. This Section shall be interpreted as broadly as possible under state and federal law.
10. **Insurance.** At all times during the Term of this Agreement, the Provider shall maintain a policy of professional liability insurance with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) in the aggregate (the "Insurance Coverage"). The Provider shall provide the Town with copies of the certificates of insurance evidencing the insurance coverage as required by this Section prior to the Effective Date and at any time during the Term, upon request of the Town.
11. **Licensure.** At all times during the Term of this Agreement, the Provider and Skurski shall maintain in good standing all applicable licenses, certificates and permits necessary to practice as a nurse practitioner in the State of Illinois in accordance with all applicable laws. The Provider shall provide the Town with current copies of all licenses, certificates and permits required under this Section prior to the Effective Date and at any time during the Term, upon request of the Town.
12. **Notice of Adverse Actions.** The Provider shall, within twenty-four (24) hours after receiving notice, disclose in writing to the Town the following matters (collectively, the "Reportable Matters"), whether occurring at any time prior to or during the Term of this Agreement:
  - (a) Any malpractice suit, claim (whether or not filed in court), settlement, settlement allocation, judgment, verdict or decree against the Provider or Skurski;
  - (b) Any disciplinary, peer review or professional review investigation, proceeding or action instituted by a state licensure board, hospital, medical/dental or professional school, health/dental care facility or entity, professional society or association, third-party payer, peer review or professional review committee or body or governmental agency;



- (c) Any criminal complaint, indictment or criminal proceeding in which the Provider or Skurski is named as a defendant;
- (d) Any investigation or proceeding, whether administrative, civil or criminal, relating to an allegation against the Provider or Skurski of filing false claims, violating anti-kickback laws, or engaging in other billing improprieties;
- (e) Any organic or mental illness or condition that impairs or may impair Skurski's ability to provide the Services;
- (f) Any dependence upon, habitual use or episodic abuse of, alcohol or controlled substances, or any participation in any alcohol or controlled substance detoxification, treatment, recovery, rehabilitation, counseling, screening, or monitoring program;
- (g) Any allegation, or any investigation or proceeding based on any allegation against the Provider or Skurski, or violation of professional ethics or standards, or engaging in illegal, immoral or other misconduct (of any nature or degree), relating to the practice of the Services;
- (h) The revocation, suspension, probation, reprimand or other discipline imposed by any state against the Provider's or Skurski's license to practice as a nurse practitioner in that state;
- (i) Any change in or any denial, termination, suspension or limitation of the insurance coverage required under Section 10.

13. **Medicaid.** During the term of this Agreement, the Provider shall maintain valid National Provider Identifiers assigned via the Centers for Medicare and Medicaid Services' National Plan and Provider Enumeration System and valid provider identification numbers issued by Medicaid, and shall also take any and all other steps that may be required in order to maintain status as a Medicaid provider.

14. **Confidentiality of Information.** For the Purposes of this Section, "Interested Parties" shall mean the Provider and its employees, including Skurski, agents, representatives, independent contractors and other interested parties. For the purposes of this Section, "Confidential Information" shall mean any information, whether communicated orally, in writing, or by any medium, pertaining to or about the Town, the Department and the Clinic that is not otherwise already in the public domain.

The Interested Parties shall keep all Confidential Information wholly and completely confidential from all persons who are not Interested Parties or Parties. Notwithstanding the foregoing, the Interested Parties may disclose Confidential Information under the following limited circumstances: (a) as directed by the Town President; (b) as directed by the Town Attorney; (c) to the extent that the Town gives its prior written consent; (d) to the Interested Parties who need to know such information for the sole purpose of assisting the Provider in rendering the Services pursuant to this Agreement; or (e) pursuant to receipt by any of the Interested Parties of a valid and enforceable subpoena or other similar process of law.

During the term of the Agreement, the Provider shall not write, speak or publish anything about the Town, the Department or the Clinic unless the Provider is acting on behalf of the Town and is so directed in accordance with the foregoing provisions.

15. **Independent Contractor.** The Provider shall serve the Town as an “at will” contractor serving at the pleasure and director of the Town and its corporate authorities. Nothing herein shall be construed to create a partnership, joint venture or an employer-employee or agent-principal relationship between the Parties. The Provider is not an agent or employee of the Town or any of its related entities or departments.

16. **The Provider’s Covenants.** The Provider shall ensure that Skurski abides by and observes [REDACTED] from time to time, by the Town and shall comply with [REDACTED] and local laws, statutes, ordinances, orders, codes, rules and regulations, now or hereafter in effect, relating to the Services and shall not permit any violation of the foregoing.

The Provider warrants and represents that it shall provide the Services through Skurski and meet its obligations under this Agreement in a timely and workmanlike manner, using knowledge and recommendations for performing the Services that meet generally acceptable standards in the community and the region. The Provider warrants and represents that it will not undertake any activity so as to cause the appearance of impropriety regarding the Services.

17. **Entirety and Binding Effect.** This Agreement contains the entire agreement between the Parties respecting the matters set forth herein and supersedes and terminates all prior agreements between the Parties hereto respecting such matters, if any. All previous communications and negotiations between the Parties, either written or oral, which are not contained herein are hereby withdrawn, nullified and void. The Parties expressly understand and acknowledge that there are no other oral or written promises, conditions, representations, understandings, warranties or terms of any kind as conditions or inducements to execute this Agreement and none have been relied upon by either Party. The provisions of this Agreement shall be binding upon the Parties and inure to the benefit of and be enforceable by and against their respective successors, personal representatives, heirs, legatees and assigns.

18. **Notices.** Any and all notices, demands, requests, consents, approvals, communications or other instruments required or permitted to be given under this Agreement shall be in writing (unless otherwise set forth herein) and shall be executed by a Party or an officer, agent or attorney of the Party, and shall be deemed to have been duly received upon: (a) actual receipt if personally delivered and the sender received written confirmation of personal delivery; (b) receipt as indicated by the written or electronic verification of delivery when delivered by overnight courier; (c) receipt as indicated by the electronic transmission confirmation when sent via telecopy or facsimile transmission; (d) three (3) calendar days after the sender posts notice with the U.S. Post Office when sent by certified or registered mail, return receipt requested; or (e) when delivery is refused. Notice shall be sent to the addresses set forth below, or to such other address as either Party may specify in writing.

To the Provider:

Elemental Care - Health & Wellness Center, LLC  
Attention: Robert Galloway  
20660 Caton Farm Rd, Unit F  
Crest Hill, IL 60403-1201  
Facsimile: 815-714-5369

To the Town:

Cicero Health Department  
Attention: Director  
2250 S. 49<sup>th</sup> Avenue  
Cicero, Illinois 60804  
Facsimile: 708-652-7480

19. **Assignment.** This Agreement is personal in character and the Provider shall not assign, transfer or otherwise direct the transfer of its interest or any of its rights or obligations under this Agreement, as security or otherwise, without the prior written consent of the Town. No assignment, even if consented to by the Town (which consent may be granted or withheld in the Town's sole discretion) shall in any way reduce or eliminate the liability of the Provider under this Agreement.
20. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to its principles of conflict of laws. All suits, actions, claims and causes of action relating to the construction, validity, performance and enforcement of this Agreement shall be brought in the state courts of Cook County, Illinois.
21. **Prevailing Party.** In the event of a default and/or litigation arising out of the enforcement, breach or construction of this Agreement, the Parties hereto acknowledge and agree that the prevailing Party shall be entitled to recover all costs, charges, expenses and reasonable attorneys' fees arising as a result thereof. Prevailing Party shall mean any defendant found not liable on any and all counts and/or any plaintiff recovering on any count.
22. **Counterparts and Facsimile Transmissions.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signature affixed to this Agreement and transmitted by facsimile shall have the same effect as an original signature.
23. **Severability.** The provisions of this Agreement shall be deemed to be severable. If any term, covenant or condition of this Agreement is held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein, and the remainder of this Agreement shall continue to be valid and enforceable to the fullest extent permitted by law.



24. **Amendments and Modification.** Except as otherwise provided for herein, this Agreement may not be amended, modified or terminated, nor may any obligation hereunder be waived orally, and no such amendment, modification, termination or waiver shall be effective for any purpose unless it is in writing and bears the signatures of all of the Parties hereto.
25. **Waiver and Delay.** Except as expressly provided herein, no waiver by a Party of any breach of this Agreement by the other Party shall be deemed to be a waiver of any other breach by such other Party (whether preceding or succeeding and whether or not of the same or similar nature), and no acceptance of payment or performance by a Party after any breach by the other Party shall be deemed to be a waiver of any breach of this Agreement or of any representation or warranty hereunder by such other Party whether or not the first Party knows of such breach at the time it accepts such payment or performance. No failure or delay by a Party to exercise any right it may have by reason of a default by the other Party shall operate as a waiver of default or as a modification of this Agreement or shall prevent the exercise of any right by the first Party while the other Party continues to be in default.
26. **Use of Headings.** The headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they pertain.
27. **Effective Date.** The Effective Date shall be the last date on which either Party executes the Agreement.

THE PARTIES TO THIS AGREEMENT HAVE READ THE FOREGOING AGREEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND EACH AND EVERY PROVISION CONTAINED HEREIN.

[Signature page follows]

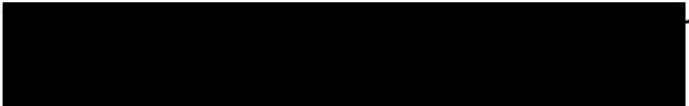
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

ELEMENTAL CARE - HEALTH  
& WELLNESS CENTER, LLC

THE TOWN OF CICERO, Illinois, an  
Illinois municipal corporation

Robert Galloway  
Printed Name

Larry Dominick  
Printed Name



Signature

Signature

Chief Executive Officer  
Title

Town President  
Title

06/08/2023  
Date

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Maria Punzo-Arias  
Town Clerk

(SEAL)

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING AND APPROVING A CONSULTING SERVICES AGREEMENT WITH ALLIANT INSURANCE SERVICES, INC. TO PROVIDE INSURANCE BROKERAGE SERVICES TO THE TOWN OF CICERO, COUNTY OF COOK, STATE OF ILLINOIS**

WHEREAS, the Town of Cicero (the “Town”) was created by a charter enacted by the Illinois General Assembly (the “Charter”); and

WHEREAS, the Corporate Authorities of the Town (as defined below) are governed by the Charter and the Constitution of the State of Illinois and the statutes of the State of Illinois when not specified in the Charter; and

WHEREAS, the Town is a home rule unit of local government as is provided by Article VII, Section 6 of the Illinois Constitution of 1970, and as a home rule unit of local government the Town may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Town recognizes the need for a third party to provide certain services in connection with the Town’s insurance program (the “Program”); and

WHEREAS, said services include, without limitation, assessing the Town’s risk exposures, designing and developing the Program, reviewing and evaluating coverage options and negotiating net premiums with insurers on the Town’s behalf (collectively, the “Services”); and

WHEREAS, Alliant Insurance Services, Inc. (“Alliant”) has provided a Consulting Services Agreement (the “Agreement”), attached hereto and incorporated herein as Exhibit A, which sets forth the terms and conditions under which Alliant will provide the Services; and

WHEREAS, the Town President (the “President”) and the Board of Trustees of the Town (the “Town Board” and with the President, the “Corporate Authorities”) find that it is necessary for conducting Town business and the effective administration of government that the Town authorize and approve the Agreement for the Services and to appoint Alliant as the Town’s Insurance Broker;

NOW, THEREFORE, BE IT RESOLVED by the President and the duly authorized Board of Trustees of the Town of Cicero, County of Cook, State of Illinois, as follows:

**ARTICLE I.  
IN GENERAL**

**Section 1.0 Findings.**

The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preambles to this Resolution are full, true, and correct and do hereby, by reference, incorporate and make them part of this Resolution as legislative findings.

**Section 2.0 Purpose.**

The purpose of this Resolution is to authorize the President or his designee to enter into, and approve the Agreement whereby Alliant will provide the Services to the Town, to appoint Alliant as the Town’s Insurance Broker, and to further authorize the President to take all steps necessary to carry out the purpose of this Resolution and to ratify any steps taken to effectuate the intent of this Resolution.

**ARTICLE II.  
AUTHORIZATION**

**Section 3.0 Authorization.**

The Town Board hereby authorizes and directs the President or his designee to approve, execute and enter into the Agreement and to ratify any and all previous action

taken to effectuate the intent of this Resolution. The Town Board authorizes and directs the President or his designee to execute the Agreement with such insertions, omissions, and changes as shall be approved by the President and the Attorney, and the Town Board further authorizes the President or his designee to execute any and all additional documentation that may be necessary to carry out the intent of this Resolution. The Town Clerk is hereby authorized and directed to attest to and countersign any necessary agreement and any such other documentation as may be necessary to carry out and effectuate the purpose of this Resolution. The Town Clerk is also authorized and directed to affix the Seal of the Town to such documentation as is deemed necessary. To the extent that any requirement of bidding would be applicable to the Services sought hereunder, the same is hereby waived.

**ARTICLE III.  
HEADINGS, SAVINGS CLAUSES, PUBLICATION,  
EFFECTIVE DATE**

**Section 4.0 Headings.**

The headings of the articles, sections, paragraphs, and subparagraphs of this Resolution are inserted solely for the convenience of reference and form no substantive part of this Resolution nor should they be used in any interpretation or construction of any substantive provision of this Resolution.

**Section 5.0 Severability.**

The provisions of this Resolution are hereby declared to be severable and should any provision of this Resolution be determined to be in conflict with any law, statute, or regulation by a court of competent jurisdiction, said provision shall be excluded and



deemed inoperative, unenforceable, and as though not provided for herein, and all other provisions shall remain unaffected, unimpaired, valid, and in full force and effect.

**Section 6.0 Superseder.**

All code provisions, ordinances, resolutions, rules, and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

**Section 7.0 Publication.**

A full, true and complete copy of this Resolution shall be published in pamphlet form or in a newspaper published and of general circulation within the Town as provided by the Illinois Municipal Code, as amended.

**Section 8.0 Effective Date.**

This Resolution shall be effective and in full force immediately upon passage and approval.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2023, pursuant to a roll call vote as follows:

	<b>YES</b>	<b>NO</b>	<b>ABSENT</b>	<b>PRESENT</b>
Viruso				
Cundari				
Reitz				
Garcia				
Porod				
Cava				
Vargas				
(President Dominick)				
<b>TOTAL</b>				

**APPROVED** by the President on \_\_\_\_\_, 2023

\_\_\_\_\_  
 LARRY DOMINICK  
 PRESIDENT

**ATTEST:**

\_\_\_\_\_  
 MARIA PUNZO-ARIAS  
 TOWN CLERK

## CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement (“**Agreement**”) is effective July 1, 2023 through June 30, 2025 (“**Effective Date**”) between Alliant Insurance Services, Inc., a California corporation with its principal place of business at 18100 Von Karman Ave, 10th Floor, Irvine, CA 92612 (“**Alliant**”), and the Town of Cicero, an Illinois municipality with its principal place of business at 4949 W. Cermak Road, Cicero, IL 60804 (“**Client**”). Alliant and Client may be referred to in this Agreement individually as a “Party” and together as the “Parties.” The schedules, attachments and exhibits referenced in and attached to this Agreement shall be deemed an integral part of this Agreement and the term Agreement as referenced herein shall include all schedules, attachments and exhibits. In the event any inconsistency or conflict exists between the provisions of this Agreement and any schedules, attachments or exhibits attached hereto, the provisions of this Agreement shall supersede the provisions of any such schedules, attachments or exhibits.

### 1. **Services.**

- a. **Scope of Services.** Alliant shall provide the services described in Schedule I (collectively, “**Services**”) for Client’s employee benefit plan(s) for which Alliant is designated as the broker of record (“**Plan(s)**”).
- b. **Services Warranty.** Alliant warrants that the Services will be performed in a professional and workmanlike manner in accordance with industry standards and in compliance with applicable laws and regulations.

### 2. **Compensation Disclosure.** In consideration for the Services, Alliant discloses the compensation it receives pursuant to this Agreement in Schedule II.

### 3. **Client Obligations.**

- a. **Service-Specific Obligations.** Client shall be responsible for all client obligations identified in Schedule I.
- b. **Client-Provided Information.** Client shall, promptly after the Effective Date and thereafter upon Alliant’s request, provide all information requested by Alliant that may be necessary for Alliant to perform the Services, including, without limitation, information about Client, Client’s existing employee benefits plans, loss experience, and risk exposures; provided that, Client shall not provide Alliant with any individual’s personally identifiable information unless Alliant specifically requests such information in order to perform the Services. Client acknowledges that Alliant relies on such Client-provided information in order to perform the Services. Client confirms that all information it provides to Alliant will be complete and accurate.
- c. **Material Changes.** Client shall promptly report to Alliant in writing any significant changes in exposures, loss-related data, Client’s operations, coverages or limits, lines of coverage, or any other change that will change the scope or nature of Client’s insurance plans.
- d. **Review.** Client shall promptly review coverage documents, templates, and other documents for the Plan(s) provided by Alliant, the insurer, or the third party administrator (TPA), to ensure that the documents are consistent with Client’s specifications. Client shall promptly inform Alliant of any discrepancies or required changes.
- e. **Delay.** Client shall perform its obligations under this Section 3, including the obligation to provide all information requested by Alliant, as soon as practicable but no later than the dates agreed upon by Alliant and Client. Alliant is not liable for any delay or partial performance in performing the Services to the extent such delay or partial performance

arises from Client's delay in performing its obligations under this Section 3 or promptly making decisions related to the Plan(s).

#### 4. Disclaimers.

- a. **Not Legal or Tax Advice.** Alliant is not responsible for Client's compliance with any laws, regulations, and/or statutes affecting the Plan(s). None of the services, advice, recommendations, or communications provided by Alliant constitutes legal or tax advice, analysis, or opinion, and Client shall not interpret or rely on any of Alliant's services, advice, recommendations, or communications as legal or tax advice, analysis, or opinion.
- b. **No Fiduciary Relationship.** Alliant will not have discretionary authority or discretionary control with respect to the administration or management of any of the Plan(s). Alliant also will not have authority to exercise any discretion or control with regard to the management, use, or disposition of any assets of the Plan(s) and will not render any investment advice with respect to the Plan(s) or any assets of the Plan(s). Alliant's does not provide services as a fiduciary of the Plan(s), and its performance of the Services will not make it a "fiduciary" for purposes of the Employee Retirement Income Security Act of 1974 ("**ERISA**"), as amended. Client shall not represent that Alliant is a fiduciary for purposes of ERISA.
- c. **Plan Recommendations and Funding.** Any plans or plan provisions recommended by Alliant are solely recommendations, and Client, not Alliant, has the ultimate authority to select and modify the plans. Alliant shall have no responsibility, risk, liability, or obligation for funding the Plan(s). All responsibility, risk, liability, and obligation for funding the Plan(s) lies solely with the Plan(s) and the plan sponsor(s).
- d. **Preferred Pricing.** Alliant expended resources and goodwill to negotiate favorable pricing terms from certain third party vendors or service providers for the benefit of Alliant's clients (such negotiated pricing terms, "**Preferred Pricing**"). To the extent Client engages a third party to provide services for the Plan and benefits from such third party's Preferred Pricing as a client of Alliant, Client acknowledges that its access to such Preferred Pricing will terminate upon the termination of this Agreement.
- e. **Other Brokers.** Alliant is not responsible for, and hereby disclaims all liability for, any acts, errors, and/or omissions of Client's previous brokers, consultants, and/or advisors. If Client has any employee benefits plan(s) for which Alliant is not the broker of record, Alliant is not responsible for performing any services with respect to such plan(s) and hereby disclaims all liability for any acts, errors, and/or omissions of Client's other brokers, consultants, and/or advisors.

#### 5. Confidentiality.

- a. **Definitions.** The Services and work product exchanged by the Parties under this Agreement are to be used exclusively to carry out the terms, conditions, and purposes set forth in this Agreement. During the Term, the Parties may each exchange information considered confidential, proprietary, and/or trade secret, including, without limitation, financial information, pricing information, intellectual property, ideas, concepts, systems, designs, research and technical information, business and operational policies, plans, processes, procedures and strategies, system design and operating specifications, data, recommendations, proposals, reports and similar information (collectively, "**Confidential Information**"). Confidential Information specifically includes the compensation information contained in Schedule II and any amendments or addendums to this Agreement containing information on the compensation Alliant receives under the terms of this Agreement. For purposes of this Section 5, the Party disclosing Confidential

Information is the “**Disclosing Party**” and the Party receiving Confidential Information is the “**Receiving Party**.”

- b. **Exclusions.** Confidential Information does not include information that is (i) in, or that becomes part of, the public domain other than as a result of a breach of this Section 5; (ii) independently developed by the Receiving Party as demonstrated by its records; (iii) lawfully known by the Receiving Party, without any obligation of confidentiality or other restriction on use or disclosure, prior to disclosure of the information by Disclosing Party; or (iv) disclosed by a third party whom the Receiving Party has no reason to believe has any confidentiality or fiduciary obligation to such information’s owner.
- c. **Legal Compulsion.** A Receiving Party may disclose Confidential Information only to the extent necessary to comply with a valid order of a court or governmental agency with proper jurisdiction or as required by law or regulation; provided that, the Receiving Party shall, to the extent allowed by law, promptly advise the Disclosing Party of the order, subpoena, or request in order to enable the Disclosing Party to employ lawful means to avoid or limit disclosure. Either Party is also entitled to release Confidential Information as required to prosecute or defend any claim under this Agreement; provided however, that the Party seeking to release or use the information shall take all reasonable steps necessary to avoid disclosing Confidential Information, including filing documents and papers under seal.
- d. **Non-Disclosure; Reasonable Efforts.** Except as otherwise provided in this Agreement or as required by applicable law, a Receiving Party shall not distribute, use, or rely upon Confidential Information without the Disclosing Party’s permission. Additionally, except as otherwise provided in this Agreement, a Receiving Party shall not directly or indirectly communicate, divulge, or otherwise disclose the Confidential Information to any unauthorized person or entity. The Parties shall employ reasonable and customary business practices to protect and secure Confidential Information from unauthorized release or distribution and to limit access and usage of Confidential Information to those employees, officers, directors, agents, subcontractors, representatives, and advisors (including, without limitation, attorneys, accountants, and financial advisors) (collectively, its “**Representatives**”) who have legitimate “need to know” the information in order to perform under this Agreement and who are bound by obligations of confidentiality no less restrictive than this Section 5. The Receiving Party will be liable for any breach of this Agreement by any of its Representatives.
- e. **Ownership of Confidential Information.** Except as otherwise provided in this Agreement, Confidential Information is and remains the absolute and exclusive property of the Disclosing Party and its unique and variable asset.
- f. **Return of Confidential Information.** Upon this Agreement’s termination or earlier upon the Disclosing Party’s request, the Receiving Party shall promptly return all Confidential Information, including all copies, received in non-electronic form and shall destroy all information received electronically. Notwithstanding anything to the contrary in this Agreement, the Receiving Party may retain copies of Confidential Information in order to comply with legal or regulatory requirements and any electronic files automatically saved pursuant to its archiving and document retention procedures and that cannot reasonably be deleted; with respect to all such retained copies, the Receiving Party will remain subject to the confidentiality obligations stated in this Section 5 for so long as the copies are retained.
- g. **Survival.** The obligations contained in this Section 5 will survive termination of this Agreement for a period of two years or longer as required by law. Nothing in this section limits or otherwise diminishes the protections afforded to trade secret information or by applicable law.

- h. **Injunctive Relief.** A breach of this Section 5 may cause irreparable injury to a Disclosing Party. For this reason, in the event of a breach, a Disclosing Party is entitled to seek injunctive relief or other equitable relief, without prejudice to any other remedies that may be available.

## 6. **Licenses and Ownership.**

- a. **Media License.** To the extent that Alliant will prepare benefit brochures, open enrollment materials, or other benefit communications for Client's employees (collectively, "**Benefit Materials**"), and Client has or will provide photographs, images, other media, trademarks, and/or logos (collectively, "**Media**") to include in the Benefit Materials, Client hereby grants Alliant a worldwide, perpetual, royalty-free, non-exclusive, sublicensable right and license to use the Media in the Benefit Materials. This license includes the right to use, reproduce, edit, crop, retouch, distribute, and create derivative works of the Media as needed to incorporate the Media into the Benefit Materials and to otherwise prepare and distribute the Benefit Materials. Client represents and warrants that (i) it is the owner of the Media or has the right to grant Alliant the licenses to use the Media, free of all liens, claims, and encumbrances; and (ii) Alliant's use of the Media as specified in this Agreement will not infringe the rights, including the personal or proprietary rights, of any other party.
- b. **Other Client Information.** Client hereby grants Alliant a worldwide, royalty-free, non-exclusive, sublicensable, and revocable license to use all Client-provided information as necessary to provide the Services. Client represents and warrants that it has or will obtain the necessary consents from each individual before providing or otherwise disclosing any of the individual's personally identifiable information to Alliant.
- c. **Ownership.** Except as otherwise expressly stated in this Agreement, Client will retain all ownership rights in the Media and other Client-provided information. Alliant will retain all ownership rights to all information, data, benefit analysis, materials, specifications, and products supplied by Alliant (collectively, "**Work Product**"), together with all intellectual property rights in the Work Product. Work Product is solely for use by Client and its Plan(s) and may not, without Alliant's prior written consent, be shared with anyone other than Client's employees and advisors who have a legitimate need to know, Plan participants and beneficiaries, or as required by law.

## 7. **Term and Termination.**

- a. **Term.** Unless terminated in accordance with this Section 7, this Agreement will have an initial term of three years from the Effective Date ("**Initial Term**"), after which it will automatically renew for successive one-year periods ("**Renewal Term(s)**"). The Initial Term and all Renewal Term(s) are collectively the "**Term.**"
- b. **Termination.**
- i. **For Convenience.** Either Party may terminate this Agreement by notifying the other Party in writing of its intent not to renew the Agreement at least 30 days before the end of the Initial Term or the then-current Renewal Term. Additionally, during any Renewal Term, either Party may terminate this Agreement for any reason upon 30 days' prior written notice.
- ii. **For Cause.** During the Initial Term or any Renewal Term, either Party may terminate this Agreement if the other Party's material breach remains uncured for 30 days following its receipt of the terminating Party's written notice of the breach.
- c. **Final Fees.** No later than 30 days after this Agreement's termination, Alliant shall issue a final invoice for any services performed and expenses incurred by Alliant on or before the

Agreement's effective date of termination and that remain payable by Client. The Client shall pay such invoice within 30 days of its receipt of the invoice.

- d. **Survival.** Except as otherwise stated in this Agreement, the rights and obligations contained in Sections 5, 7, 8, 9, 10, and 11 of this Agreement shall survive the termination of this Agreement.

**8. Indemnification.**

- a. **Claims Subject to Indemnification.** With respect to any action, claim, suit, investigation, or proceeding brought by a third party and that arises out of this Agreement (each, a "**Third Party Claim**"), each Party ("**Indemnitor**") shall indemnify, defend, and hold harmless the other Party, including its affiliates and each of their officers, directors, employees, and assigns (each, an "**Indemnitee**"), from and against all losses, damages, claims, fines, penalties, costs, and expenses (including reasonable attorneys' fees) (collectively, "**Losses**") arising out of that Third Party Claim to the extent the Losses resulted from the Indemnitor's breach of this Agreement, negligence, willful misconduct, and/or violation of applicable law or regulation.
- b. **Process.** Indemnitee shall promptly notify Indemnitor in writing of any claims subject to indemnification under this Section 8, provided that Indemnitee's delay in providing such notice will not relieve Indemnitor of its indemnification obligations except to the extent that Indemnitor is materially prejudiced by the delay. Indemnitor, at its sole expense, will have the right to control the defense and settlement of the claim. Indemnitor may settle or consent to the entry of any judgment with respect to any claim involving only the payment of money, but shall not, without the Indemnitee's prior written consent, which shall not be unreasonably withheld, settle any other claim or consent to any judgment that obligates Indemnitee to take any independent action or pay money. Indemnitee shall reasonably cooperate with the Indemnitor, at Indemnitor's expense, in connection with the defense of any claim subject to this Section 8 and shall, at the Indemnitor's expense, provide all information reasonably requested for defense of such claim. The Indemnitee may, at its own expense, retain separate counsel and participate in (but not control) any action under this Section 8.

9. **Limitation of Liability.** *Alliant will not be liable to Client for any special, indirect, consequential, or punitive damages arising out of this Agreement, even if Alliant knows of the possibility of such damages. Additionally, Alliant will not be liable to Client for damages of any kind in an amount in excess of the total amount Client paid to Alliant for the Services in the twelve-month period preceding the incident giving rise to such liability. Notwithstanding the foregoing, nothing in this Section 9 shall limit a Party's indemnification obligations under Section 8 or limit a Party's liability resulting from the Party's fraud, gross negligence, or willful misconduct.*

10. **Arbitration.** If the Parties are unable to resolve any dispute relating to this Agreement, they may submit the dispute to binding arbitration in accordance with the JAMS Rules, in front of a panel of three arbitrators. Each Party shall select an arbitrator unaffiliated with either Party and disinterested in the dispute, but knowledgeable about the subject matter of the dispute, and these two arbitrators shall mutually agree on a third arbitrator. Judgment based on the arbitration award may be entered by any court with valid jurisdiction. Any request for arbitration is barred if made after the date when institution of legal or equitable proceedings based on such claims would be barred by the applicable statute of limitations.

**11. Miscellaneous.**

- a. **Independent Contractor.** Alliant is an independent contractor for Client. This Agreement does not create a partnership, joint venture, franchise, employment, or any agency relationship between the Parties. Neither Party has any authority to act on behalf

of the other Party or bind the other Party in any respect; provided, however, that Alliant has the authority to act as a broker on behalf of Client as contemplated hereunder.

- b. Notice.** All notices given under this Agreement shall be in writing and deemed given: (i) on the business day when delivered personally; (ii) one business day after being sent by a reputable overnight courier services (charges prepaid); or (iii) five business days after being sent by certified mail (charges prepaid). Notices must be sent to the Party's following address or any other address that the Party designates by proper notice:

If to Client:

Town of Cicero  
4949 W. Cermak Road  
Cicero, IL 60804  
Attn: Legal Department

If to Alliant:

Alliant Insurance Services, Inc.  
353 N. Clark Street, 11<sup>th</sup> Floor  
Chicago, IL 60654  
Attn: Renee Formell

*With a copy to:*  
General Counsel  
701 B Street, 6<sup>th</sup> Floor  
San Diego, CA 92101

- c. Governing Law; Venue.** This Agreement will be governed by and construed in accordance with the laws of California without regard to its conflicts of law principles, and the Parties each consent to the exclusive jurisdiction of the state and federal courts in California.
- d. Assignment.** Neither Party may assign this Agreement without the prior written consent of the other Party, except that prior written consent will not be required for a Party to assign this Agreement to its successor in interest after a merger, consolidation, reorganization, or sale of substantially all of that Party's assets. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the Parties and their permitted successors and assigns.
- e. Waiver.** A Party's failure to enforce any provision of this Agreement shall not be construed as a waiver of that provision and shall not prevent the subsequent enforcement of each and every provision of this Agreement.
- f. No Third Party Beneficiaries.** Except as stated in this Agreement, this Agreement does not create any right or cause of action in or on behalf of any person or entity other than the Parties.
- g. Entire Agreement; Amendments; Severability.** This Agreement, together with its attached schedules, constitutes the entire agreement between the Parties relating to its subject matter and supersedes all prior or contemporaneous agreements, negotiations, representations and proposals of any kind, whether written, oral, express or implied, related to its subject matter. Any modification to this Agreement must be in writing and signed by authorized representatives of both Parties. If any provision of this Agreement is declared invalid by a court of competent jurisdiction, that provision will be severed from this Agreement without affecting the validity or enforceability of all other provisions of this Agreement, which will remain in full force and effect.
- h. Construction.** The Parties jointly negotiated the terms of this Agreement and each Party has had an opportunity to review and discuss each provision with legal counsel, to the extent desired. Therefore, the normal rule of construction that construes any ambiguities against the drafting party shall not be employed in the interpretation of this Agreement.



SO AGREED:

**Town of Cicero**

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

Name: Larry Dominick

Title: Town President

**Alliant Insurance Services, Inc.**

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

Names: Renee Formell

Titles: Senior Vice President

**SCHEDULE I  
Services**

1. **Plans and Lines of Coverage.** The services set forth in Schedule I.a. apply to the following Client's current/future group benefits programs. Core benefits included:

- Medical
- Pharmacy
- Stop Loss
- Dental
- Vision
- Life and AD&D
- Short / Long Term Disability
- Voluntary Benefits
- Administrative plans (does not include provision of actual TPA services)
  - Flexible Spending Account (FSA)
  - Dependent Care Account
  - COBRA
- EAP Services
- Wellness

a. **Standard Services**

<b>Service</b>	<b>Frequency</b>
<b><u>Overall Strategy</u></b>	
Set/review goals and objectives against financial strategies	Annually
Evaluate market trends, competitive environment, and culture	Annually
Develop/refresh multiyear strategic glide path and financial plan to support goals and objectives	Annually
Benchmark plan designs, costs and contributions	Annually
Facilitate planning meetings and prepare executive-level documents as necessary	Annually
Evaluate funding and risk retention strategies	As Needed
<b><u>Financial and Renewal Management</u></b>	
Deliver expected vs. budget reports including claim experience, fixed fees, and high cost claims. Analysis of current versus prior period & average cost per employee	Monthly
Prepare pre-renewal analysis to inform renewal strategy	Annually
Initiate renewals with vendors, negotiate annual rates and terms and conditions	Annually
Conduct self-insured underwriting analysis	Annually
Price plan design alternatives and ISL reimbursement alternatives	Annually
Model employee contributions	Annually
Assist with budget projections	Annually
Recommend conventional equivalent rates for self-funded programs	Annually
Provide plan costs versus plan funding reconciliation	Quarterly
Determine Medicare creditable coverage eligibility and provide attestation letter	Annually
<b><u>Marketing and Placement Support</u></b>	
Prepare request for proposals (RFP) - evaluate potential vendors and develop bid specifications	As needed
Conduct detailed bid analysis – compare financial and quality responses, review plan designs, evaluate alternative cost and funding alternatives, negotiate performance guarantees	As needed
Facilitate finalist meetings; negotiate best and final rates	As needed
Implementation support: facilitate project plan management, review administrative agreements and contract terms and conditions	As needed
Conduct network discount and disruption analysis	As needed

<b>Service</b>	<b>Frequency</b>
<b><u>Vendor Management</u></b>	
Manage and regularly evaluate insurance carrier and service provider relationships	Ongoing
Conduct utilization review meetings	Annually
Support escalated claim or plan design issues	Ongoing
Review plan document changes (contracts, policies, SBCs)	Annually
<b><u>Health, Well-being and Productivity</u></b>	
Assist in navigating the vendor landscape as it pertains to well-being programs and point solutions	Ongoing
Support marketing of vendors	As needed
Provide access to standard communication toolkit including monthly newsletter, annual communications calendar, health educational flyers and pamphlets on relevant health conditions and well-being initiatives	As needed
Share clinical opinion guides and infographics on common topics such as preventive care, cancer, diabetes, stress, screenings and biometrics	As needed
Support annual review of program engagement, participation and outcomes reports and provide feedback and recommendations	As needed
Provide templates for employee and employer surveys and assessments	As needed
<b><u>Compliance</u></b>	
Offer ongoing education through webcasts, podcasts, white papers, and legislative alerts	Ongoing
Provided daily Q&A support by designated Alliant compliance consultant on client's group health plan compliance questions, e.g. COBRA, HIPAA, ACA, section 125, etc.	Ongoing
Prepare PCORI fees	Annually
Provide consolidated annual notices package that includes the main Federal requirements including Medical Part D, HIPAA privacy, Women's Healthcare Rights Act	Annually
Provide templates documents for Summary Material Modifications.	As needed
<b><u>Communications</u></b>	
Facilitate communication strategies for open enrollment and new hires	Annually
Assess current communication materials provided by vendors and developed in-house	Annually
Draft open enrollment materials based on Alliant's template materials including announcement letter/email, open enrollment PowerPoint, benefit guides	Annually

Service	Frequency
Provide consolidated annual notices package that includes the main Federal requirements including Medical Part D, HIPAA privacy, Women's Healthcare Rights Act	Annually
Coordinate vendor materials and supplies to support open enrollment	Annually
Create custom employee communication campaign and electronic materials	As needed
Provide Brainshark presentation recordings	As needed
Attend administrative meetings, ICM, employee and Board meetings	As needed
Provide member specific plan assistance, claim assistance and Medicare assistance	As needed

**b. Analytics Services**

Service	Frequency
<b><u>Financial Services</u></b>	
Underwriting service and support on self-funded medical plan, including models and assumption recommendations	As needed
Executive summary of program costs	Annually
Migration analysis, including advice on potential enrollment changes based on plan structure	Annually
Contribution analysis, including advising on potential employee contribution structure to achieve strategic goals	Annually
Plan design change analysis, HSA strategy	As needed
Provide financial impact of new regulation	As needed
Track and monitor stop loss claim reimbursements through plan year	As needed
Trend analysis	Annually
Captive medical claim pricing, including determination of potential liability of placing stop loss in a captive arrangement	As needed
Self-insured vs. fully-insured analysis	As needed

## SCHEDULE II COMPENSATION DISCLOSURE

As consideration for the Services Alliant provides pursuant to this Agreement, Alliant will receive the compensation set forth below. To the extent applicable, this compensation information is disclosed pursuant to ERISA section 408(b)(2), and in order for Client to comply with its fiduciary duty under ERISA to determine the reasonableness of the compensation Alliant will receive under the Agreement.

Alliant may be paid both direct and indirect compensation for the Services provided. Indirect compensation may include both base and contingent commissions from certain insurance carriers. Contingent commissions are generally calculated at the calendar year end and contingent upon a number of factors not directly related to Client's plan. Whether Alliant receives contingent commissions is a decision made exclusively by each carrier based on their own unique set of factors. These factors include the overall number of employer plans and/or plan participants in plans for which Alliant placed insurance, and retention rates, among others. In general, payment of contingent commissions does not impact your plans' premiums. Historically, these contingent commissions are in the ranges noted in the table below. Alliant uses this contingent and supplemental compensation to staff and resource proprietary programs specifically designed to maximize the performance of your plan and provide the highest quality experience for your employees and their dependents.

### 1. Direct Compensation.

#### a. Fees.

- i. Prior to January 1, 2024, Client shall pay Alliant monthly installments of \$5,916.67.

#### b. Carrier Payments.

- i. Effective January 1, 2024, Alliant shall collect carrier payments not to exceed 1% of the total program costs.

### 2. Indirect Compensation.

- a. **Contingent Commission Opt Out.** As set forth above, Alliant may receive income as a result of contingent commission agreements with certain insurance carriers. Client may opt-out of having its plan premiums included in the calculation of these contingent commissions by accessing the "opt-out" form from the link on Alliant's website: <http://www.alliant.com/Legal-Notices/Pages/Disclosure-Policy.aspx>. The parties acknowledge that these commissions, if any, are determined by insurance carriers, and if the Client does not opt-out, it remains the carriers' exclusive decision to include or exclude certain premiums in any calculation. The availability of information related to the carriers' decision-making process on the payment of these contingent commissions is solely within the discretion of each insurance carrier. Note that if your organization has opted out of contingent or override commissions, Alliant returns those commissions to the carrier per the opt-out request, if received.
- b. **Noncash Compensation.** Alliant may, as is standard in the industry, receive certain non-cash compensation from Plan insurance carriers, vendors, and service providers that is not connected to any particular employer plan or Alliant client. Provision of non-cash compensation is solely within the discretion of the entity providing Alliant the non-cash compensation. This compensation can include gifts valued at less than \$100 annually, an occasional dinner, or ticket to a sporting event, or other entertainment, or

reimbursements in connection with educational meetings or training events, client workshops or events, or marketing or advertising initiatives. Plan vendors, insurance carriers, and service providers may also occasionally pay or reimburse Alliant for the costs associated with, education or training events that certain Alliant team members attend, and for Alliant sponsored conferences and events.

- c. **Changes in Compensation.** As required under ERISA 408(b)(2), Alliant will provide timely, updated disclosures for any changes in the compensation set forth above.
- d. **Changes in Services.** If Client requests a change in Services or if changes in Client's size, operations, or organization require a change in the scope and/or nature of the Services and/or Plans, the compensation described in this Section 1 will be adjusted accordingly.
- e. **Disclosure by Other Plan Service Providers.** Any other plan service provider that is subject to the 408(b)(2) disclosure requirements is required to make its own independent 408(b)(2) disclosure and any such disclosure is not included in this Agreement.
- f. **Compensation in Connection with the Termination of the Agreement.** The Parties acknowledge that Client receives the benefit of certain arrangements Consultant has negotiated with various Plan service providers and those arrangements are a result of the goodwill of Consultant and are available exclusively to Consultant's Clients. The Consultant's indirect compensation, including any fees and commissions, for each benefit option Client provides as part of the Plan shall be earned by the Consultant on the Proposal Date. The term indirect compensation herein has the same meaning as the term indirect compensation under the Consolidated Appropriations Act of 2021 and ERISA Section 408(b)(2). Proposal Date is defined as the date on which the Consultant first submits the benefit option to the Client for consideration in their Plan as part of the arrangement between Client and Consultant. This indirect compensation, including but not limited to compensation Consultant receives from the insurance carriers, vendors, or other parties ("Payors") funding or providing benefit options under the terms of the Client's Plan, will remain payable to Consultant for the entire term of the contract between Client and the Payor(s) that the Consultant negotiates, including any contract renewals or extensions containing the terms negotiated between the Consultant and Payor(s) either prior to or in connection with the Consultant's arrangement with the Client. The Parties acknowledge that Consultant's right to receive the indirect compensation herein shall survive termination of this Agreement (or arrangement between Client and Consultant) for the entire negotiated term of the benefit option Client provides as part of the Plan, and regardless of whether the Consultant continues to provide services under this Agreement or otherwise function as the Client's Agent of Record with respect to the benefit option provided as part of the Plan. Should a Payor refuse to provide the compensation to the Consultant as set forth in this Section [XX], the Client will be under no obligation to make such payments. Client agrees to take all commercially reasonable actions as required by Payor(s) to ensure Consultant receives the indirect compensation covered by this Section [XX]."

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION APPOINTING CERTAIN INDIVIDUALS TO SPECIFIED POSITIONS WITHIN THE TOWN OF CICERO, COUNTY OF COOK, STATE OF ILLINOIS.**

WHEREAS, the Town of Cicero (the “Town”) was created by a charter enacted by the Illinois General Assembly (the “Charter”); and

WHEREAS, the Corporate Authorities of the Town (as defined below) are governed by the Charter and the Constitution of the State of Illinois and the statutes of the State of Illinois when not specified in the Charter; and

WHEREAS, the Town is a home rule unit of local government as is provided by Article VII, Section 6 of the Illinois Constitution of 1970, and as a home rule unit of local government the Town may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, there exist certain vacancies within the Town (the “Vacancies”); and

WHEREAS, the President and the Board of Trustees of the Town (the “Town Board,” and with the President, the “Corporate Authorities”) have determined that it is necessary for conducting Town business and for the effective administration of government to appoint those individuals listed on Exhibit A, attached hereto and incorporated herein, to fill the Vacancies (the “Appointments”); and

WHEREAS, the Corporate Authorities hereby find and determine that it is in the best interests of the Town to make the make the Appointments as set forth herein;

NOW THEREFORE, BE IT RESOLVED by the President and the duly authorized Board of Trustees of the Town of Cicero, County of Cook, State of Illinois, as follows:



**ARTICLE I.  
IN GENERAL**

**Section 1.0 Findings.**

The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preambles to this Resolution are full, true, and correct and do hereby, by reference, incorporate and make them part of this Resolution as legislative findings.

**Section 2.0 Purpose.**

The purpose of this Resolution is to authorize the President to make the Appointments to the Vacancies, and to take all steps necessary to carry out the terms of said appointments.

**ARTICLE II.  
AUTHORIZATION**

**Section 3.0 Authorization.**

The Corporate Authorities hereby authorize, approve, and consent to the Appointments. The President or his designee is hereby authorized and directed to take such steps as are necessary to carry out the intent of this Resolution.

**Section 4.0 Vacancies, Effectiveness, and Term of Appointments.**

The Corporate Authorities hereby recognize the Vacancies, and consent to the Appointments. The Corporate Authorities resolve that the Appointments set forth in Exhibit A are effective immediately. The Appointments shall expire at 11:59 p.m. on October 31, 2023, until such time as said positions are consolidated or dissolved at the direction of the Corporate Authorities, or at such other times as the President deems necessary. The Corporate Authorities hereby ratify any action in furtherance of the aims stated herein.

**ARTICLE III.  
HEADINGS, SAVINGS CLAUSES, PUBLICATION,  
EFFECTIVE DATE**

**Section 5.0 Headings.**

The headings of the articles, sections, paragraphs, and sub-paragraphs of this Resolution are inserted solely for the convenience of reference and form no substantive part of this Resolution nor should they be used in any interpretation or construction of any substantive provision of this Resolution.

**Section 6.0 Severability.**

The provisions of this Resolution are hereby declared to be severable and should any provision of this Resolution be determined to be in conflict with any law, statute, or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable, and as though not provided for herein, and all other provisions shall remain unaffected, unimpaired, valid, and in full force and effect.

**Section 7.0 Superseder.**

All code provisions, ordinances, resolutions, rules, and orders, or parts thereof, in conflict herewith, are to the extent of such conflict hereby superseded.

**Section 8.0 Publication.**

A full, true, and complete copy of this Resolution shall be published in pamphlet form or in a newspaper published and of general circulation within the Town as provided by the Illinois Municipal Code, as amended.

**Section 9.0 Effective Date.**

This Resolution shall be effective and in full force immediately upon passage and approval.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2023, pursuant to a roll call vote as follows:

	<b>YES</b>	<b>NO</b>	<b>ABSENT</b>	<b>PRESENT</b>
Viruso				
Cundari				
Reitz				
Garcia				
Porod				
Cava				
Vargas				
(President Dominick)				
<b>TOTAL</b>				

**APPROVED** by the President on \_\_\_\_\_, 2023

\_\_\_\_\_  
 LARRY DOMINICK  
 PRESIDENT

**ATTEST:**

\_\_\_\_\_  
 MARIA PUNZO-ARIAS  
 TOWN CLERK

**EXHIBIT A**

1. Ron Silva to the Board of Water Commissioners
2. Patti Day to the Housing Board

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING AND APPROVING THE SETTLEMENT OF LITIGATION IN THE CASE *PAULA ALVARADO V. TOWN OF CICERO* FOR THE TOWN OF CICERO, COUNTY OF COOK, STATE OF ILLINOIS.**

WHEREAS, the Town of Cicero (the “Town”) was created by a charter enacted by the Illinois General Assembly (the “Charter”); and

WHEREAS, the Corporate Authorities of the Town (as defined below) are governed by the Charter and the Constitution of the State of Illinois and the statutes of the State of Illinois when not specified in the Charter; and

WHEREAS, the Town is a home rule unit of local government as is provided by Article VII, Section 6 of the Illinois Constitution of 1970, and as a home rule unit of local government the Town may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Town was named as a defendant (the “Defendant”) in a claim brought by Paula Alvarado (the “Plaintiff”), styled *Paula Alvarado v. The Town of Cicero*, Case No. 2022-L-002199 (the “Litigation”); and

WHEREAS, the Town does not admit any wrongdoing on its part or on the part of any of its current or former employees, officers, or officials, but the Plaintiff and the Defendant (together, the “Parties”) wish to settle these matters to avoid protracted litigation and the costs associated therewith; and

WHEREAS, in an effort to avoid further controversy, costs, legal fees, inconvenience, and any future litigation regarding any issue contained in or arising from the Litigation, the Defendant, on one hand, and the Plaintiff, on the other hand, wish to settle the Litigation, and the Town hereby authorizes the Town Attorney (the “Attorney”)

to settle the Litigation for an amount not to exceed Ten Thousand and No/100 U.S. Dollars (\$10,000.00) as set forth in the settlement agreement and general release (the “Settlement Agreement”), attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Town President (the “President”) and the Board of Trustees of the Town (the “Town Board” and with the President, the “Corporate Authorities”) have determined that it is in the best interests of the Town and its residents to agree to authorize settlement of the Litigation as set forth herein; and

WHEREAS, the President is authorized to enter into and the Attorney is authorized to revise agreements for the Town, making such insertions, omissions, and changes as shall be approved by the President and the Attorney;

NOW, THEREFORE, BE IT RESOLVED by the President and the duly authorized Board of Trustees of the Town of Cicero, County of Cook, State of Illinois, as follows:

**ARTICLE I.  
IN GENERAL**

**Section 1.0 Findings.**

The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preamble to this Resolution are full, true, and correct and do hereby, by reference, incorporate and make them part of this Resolution as legislative findings.

**Section 2.0 Purpose.**

The purpose of this Resolution is to authorize the Attorney to settle the Litigation for an amount not to exceed Ten Thousand and No/100 U.S. Dollars (\$10,000.00), and to further authorize the President, or his designee, to approve any such Settlement Agreement which conforms to the authorization herein granted so as to settle the Litigation to avoid further controversy, costs, legal fees, inconvenience, and any future litigation regarding

any issue contained in or arising from the Litigation, to further authorize the President, or his designee, to take all steps necessary to carry out the terms of the Settlement Agreement and to ratify any steps taken to effectuate that goal.

**ARTICLE II.  
AUTHORIZATION**

**Section 3.0 Authorization.**

The form, terms, and provisions of the Settlement Agreement, including exhibits and attachments thereto, are hereby approved with such insertions, omissions, and changes as shall be approved and set forth by the President and the Attorney. The Town Board ratifies any and all previous action taken to effectuate the intent of this Resolution. The President, or his designee, is hereby authorized and directed to execute, and the Town Clerk is hereby authorized and directed to attest to, countersign, and affix the Seal of the Town to any and all documents that may be necessary to carry out and effectuate the purpose of this Resolution. The Town is hereby authorized and directed to remit payment in accordance with the terms of the Settlement Agreement and to take all action necessary or appropriate to effectuate the terms of the Settlement Agreement.

**ARTICLE III.  
HEADINGS, SAVINGS CLAUSES, PUBLICATION,  
EFFECTIVE DATE**

**Section 4.0 Headings.**

The headings of the articles, sections, paragraphs, and subparagraphs of this Resolution are inserted solely for the convenience of reference and form no substantive part of this Resolution, nor should they be used in any interpretation or construction of any substantive provision of this Resolution.

**Section 5.0 Severability.**

The provisions of this Resolution are hereby declared to be severable, and should any provision of this Resolution be determined to be in conflict with any law, statute, or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable, and as though not provided for herein, and all other provisions shall remain unaffected, unimpaired, valid, and in full force and effect.

**Section 6.0 Superseder.**

All code provisions, ordinances, resolutions, rules, and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

**Section 7.0 Publication.**

A full, true, and complete copy of this Resolution shall be published in pamphlet form or in a newspaper published and of general circulation within the Town as provided by the Illinois Municipal Code, as amended.

**Section 8.0 Effective Date.**

This Resolution shall be effective and in full force immediately upon passage and approval.



ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2023, pursuant to a roll call vote as follows:

	<b>YES</b>	<b>NO</b>	<b>ABSENT</b>	<b>PRESENT</b>
Viruso				
Cundari				
Reitz				
Garcia				
Porod				
Cava				
Vargas				
(President Dominick)				
<b>TOTAL</b>				

**APPROVED** by the President on \_\_\_\_\_, 2023

\_\_\_\_\_  
 LARRY DOMINICK  
 PRESIDENT

**ATTEST:**

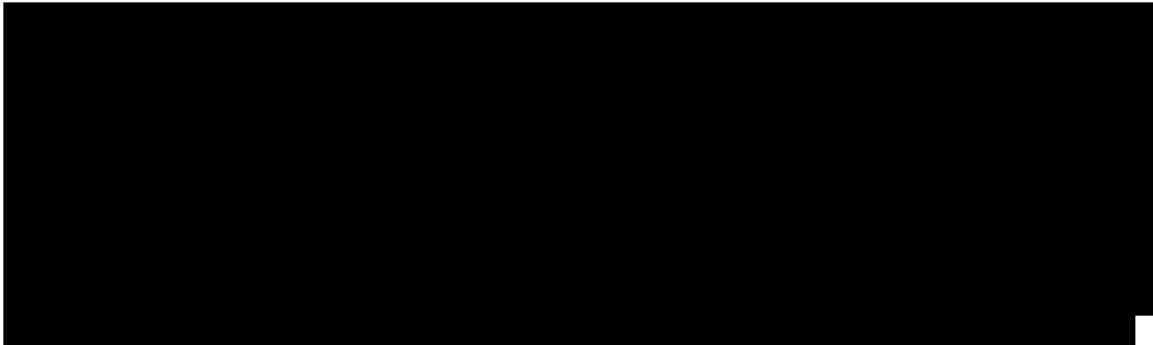
\_\_\_\_\_  
 MARIA PUNZO-ARIAS  
 TOWN CLERK

**EXHIBIT A**

# Memo

**To:** Board of Trustees  
**From:** Cynthia S. Grandfield and Alisha N. Chambers  
**CC:** Michael T. Del Galdo  
**Re:** *Paula Alvarado v. Town of Cicero (2022-L-002199)* – Board Approval of Settlement Agreement  
**Date:** June 5, 2023

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/s/ Alisha N. Chambers  
Alisha N. Chambers

Attorney for the Town of Cicero

**SETTLEMENT AGREEMENT, GENERAL  
RELEASE, AND COVENANT NOT TO SUE**

**PAULA ALVARADO** (“**PLAINTIFF**”) and the **TOWN OF CICERO** an Illinois municipal corporation (the “**TOWN**”) (collectively, **PLAINTIFF** and the **TOWN** are herein referred to as the “**Parties**”), voluntarily agree to completely settle and resolve all claims **PLAINTIFF** may have against the **TOWN** as of the time **PLAINTIFF** and **PLAINTIFF**’s **COUNSEL** execute this Settlement Agreement, General Release and Covenant Not to Sue (“**Agreement**”), in accordance with the terms of this Agreement, including, but not limited to, all issues related to or arising out of the allegations set forth in **PLAINTIFF**’s Lawsuit (defined below), as follows:

**R E C I T A L S**

**WHEREAS**, **PLAINTIFF** filed a lawsuit against the **TOWN**, generally titled *PAULA ALVARADO v. TOWN OF CICERO* as Case No. 2022-L-002199 IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS, COUNTY DEPARTMENT, LAW DIVISION, regarding events pertaining to an alleged slip and fall incident that occurred at the Town Hall, located at 4949 W. Cermak Road, in the Town on April 8, 2021, alleging negligence against the **TOWN** (hereafter “the Lawsuit”); and

**WHEREAS**, the **TOWN** filed an answer and affirmative defenses denying all material allegations of the Lawsuit and denied and continues to deny that it has engaged in any wrongful or improper conduct and further denies that it is liable to the **PLAINTIFF** on any grounds; and

**WHEREAS**, the Parties have determined that it is in their respective best interests to resolve the disputes between them for the purpose of avoiding future controversy, costs, legal fees, inconvenience, and any future litigation regarding these matters; and

**NOW, THEREFORE**, for and in consideration for the provisions, covenants and mutual promises contained herein, and of other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties agree as follows:

1. Recitals. The Recitals set forth above shall be incorporated and made a part of the covenants of this Agreement.

2. Settlement Terms. In full satisfaction of any and all claims **PLAINTIFF** has or may have against the **TOWN**, the Parties hereby agree to the following terms of settlement:

- a. The **TOWN OF CICERO** agrees to pay the total sum of TEN THOUSAND AND NO/100 USD (\$10,000.00) to **PLAINTIFF** provided it has received this Agreement signed and duly executed by **PLAINTIFF** and **PLAINTIFF**’s **COUNSEL**.

Payment shall be made by check made payable to “**PAULA ALVARADO**.”

Unless otherwise directed by **PLAINTIFF**’S **COUNSEL**, Payment will be delivered to: **SHERWOOD LAW GROUP, LLC**, 218 N. Jefferson, Suite #401, Chicago, IL 6066 (T: 312-627-1650)

- b. PLAINTIFF represents that no lawsuit, charge, claim or other complaint remains pending with any local, state or federal court and/or administrative agency other than the Lawsuit referenced above. In the event the TOWN receives notice that any local, state or federal court and/or administrative agency has a lawsuit, claim, charge, or other complaint pending against the TOWN by PLAINTIFF, then PLAINTIFF agrees to execute and submit such documentation as may be necessary to have such lawsuit, charge, claim or other complaint dismissed with prejudice at no cost to the TOWN.

3. Attorney Fees and Expenses. Each Party to the Lawsuit is responsible for the payment of its own attorneys' fees, costs, disbursements, expenses, or any other monies expended in connection with this matter.

4. Release and Covenant Not to Sue.

- a. To the greatest extent permitted by law, PLAINTIFF, for PLAINTIFF and PLAINTIFF's attorneys, insurers, successors, predecessors, heirs, beneficiaries, and assigns agree to release and forever discharge the TOWN from and regarding all claims they have or might have as of the time of the execution of this Agreement, whether known or unknown. By way of explanation, but not limiting its completeness, PLAINTIFF, hereby fully, finally and unconditionally releases, compromises, waives and forever discharges the TOWN from and for any and all claims, liabilities, suits, discrimination or other charges, personal injuries, demands, debts, liens, damages, costs, grievances, injuries, actions or rights of action of any nature whatsoever, known or unknown, liquidated or unliquidated, absolute or contingent, in law or in equity, which were or was or could have been filed with any federal, state, local or private court, agency, arbitrator or any other entity, based directly or indirectly upon PLAINTIFF's allegations contained in the Lawsuit, and any alleged act or omission to act by the TOWN and/or any Released Party (as defined herein below in Paragraph 4(c)), whether related or unrelated to the allegations contained in the Lawsuit, accruing prior to the execution, by PLAINTIFF, of this Agreement. PLAINTIFF further waives any right to any form of recovery, compensation or other remedy in any action brought by PLAINTIFF or on PLAINTIFF's behalf.
- b. To the greatest extent permitted by law, PLAINTIFF's COUNSEL fully, finally, and unconditionally releases, compromises, waives and forever discharges the TOWN and the Released Parties (as defined herein below in Paragraph 4(d)) from and for any and all claims, liabilities, suits, demands, debts, liens, damages, costs, injuries, actions or rights of action of any nature whatsoever, based directly or indirectly upon PLAINTIFF's and/or PLAINTIFF's COUNSEL's claim for fees and/or costs incurred prosecuting the Lawsuit.
- c. This Agreement includes and extinguishes all claims PLAINTIFF may have for equitable and legal relief, damages, attorneys' fees and costs. Moreover, PLAINTIFF and PLAINTIFF's COUNSEL specifically intend and agree that this Agreement fully contemplates claims for all medical and/or treators' or related service liens and costs, if any, and hereby waive, compromise, release and

discharge any and all such claims or liens which in any fashion could attach to TOWN.

- d. PLAINTIFF agrees that the release and covenant not to sue as part of this Agreement includes all claims and potential claims of PLAINTIFF against the TOWN, and all of its current, former and future elected officials, trustees, commissioners, officers, members, attorneys, counselors, representatives, administrators, affiliates, fiduciaries, insurers, employees and/or agents, including, but not limited to, any affiliated or related entities or persons, including but not limited to, partners or joint ventures, and third-party beneficiaries, and all of their predecessors, successors, heirs and assigns, and their past, present and future elected officials, commissioners, officers, members, agents, attorneys, employees, representatives, trustees, administrators, affiliates, fiduciaries and insurers, and related persons or entities, jointly and severally, in their individual, official, fiduciary and corporate capacities (collectively referred to as the "Released Parties").
- e. Nothing in this Agreement restricts the right held by PLAINTIFF, PLAINTIFF's COUNSEL or the TOWN, TOWN's counsel, or the Released Parties to enforce this Agreement and the promises set forth herein.

5. No Assignment. PLAINTIFF and PLAINTIFF's COUNSEL expressly represent and promise that neither has assigned or transferred, or purported to assign or transfer, and will not assign or otherwise transfer: (a) any claims, or portions of claims, against the TOWN, Released Parties (as defined in Paragraph 4(c)), or both; (b) any rights that either may have had to assert claims on their behalf or on behalf of others against the TOWN, Released Parties or both; and (c) any right they have or may have to the money to be paid to PLAINTIFF pursuant to this Agreement. PLAINTIFF promises that any monies, benefits or other consideration received or to be received from the TOWN are not subject to any liens, garnishments, mortgages or other charges, and no one else has any claim to any portion of the proceeds to be paid to PLAINTIFF pursuant to this Agreement.

6. Resolution of Claims. PLAINTIFF and PLAINTIFF's COUNSEL agree that this Agreement, including the payment of monies, resolves the Lawsuit which PLAINTIFF filed against the TOWN. PLAINTIFF represents and warrants that it does not have any other claims against the TOWN or the Released Parties and that no such claims are pending before any court, agency or other person or entity. The Parties agree that the sum paid pursuant to this Agreement specifically includes payment for any and all liens or claims, by whomsoever made, including but not limited to Medicare, Medicaid, the County of Cook and any of its agencies, subsidiaries and departments, the State of Illinois and any of its agencies, subsidiaries and departments (including the Illinois Department of Public Aid), or SHERWOOD LAW GROUP, LLC, for or on account of, and without limitation, attorneys fees, medical bills, deductibles, or subrogee claims. PLAINTIFF further agrees in consideration of payment hereunder to make payment of any and all liens or claims growing out of the incident in question and to defend, indemnify and hold harmless the TOWN and the Released Parties from any such liens or claims, known or unknown.

**7. Neutral Construction.** The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the Parties, regardless of who drafted the Agreement. Further, gender-specific language is to be interpreted in its most reasonable fashion for the Agreement; section or paragraph titles are irrelevant to interpretation of this Agreement.

**8. Complete Agreement.** This Agreement sets forth all of the terms and conditions of the agreement and understanding between the Parties concerning the subject matter hereof and any prior oral communications are superseded by this Agreement. The Parties understand and agree that all of the terms and promises of this Agreement are contractual and not a mere recital.

**9. Effect on Previous Agreements.** This Agreement supersedes any and all prior agreements, understandings and communications between the Parties.

**10. Amendment.** This Agreement may be amended only by a written document signed by the PLAINTIFF and the TOWN.

**11. Severability.** In the event that any of the provisions of this Agreement are found by a judicial or other tribunal to be unenforceable, the remaining provisions of this Agreement will, at the TOWN's discretion, remain enforceable.

**12. No Admission of Liability.** This Agreement is being entered into solely for the purpose of settling the disputed claims of the Lawsuit, and shall not be construed as an admission by the TOWN or Released Parties of any (i) liability of or wrongdoing to PLAINTIFF, (ii) breach of any agreement or contract by the TOWN or Released Parties, (iii) duty of the TOWN or Released Parties to indemnify or defend any Party within the scope of this Agreement. The TOWN and Released Parties specifically deny any liability or wrongdoing, and PLAINTIFF and PLAINTIFF's COUNSEL agree that neither will state, suggest or imply the contrary to anyone either directly or indirectly, whether through counsel or otherwise.

**13. RIGHT TO COUNSEL.** PLAINTIFF ACKNOWLEDGES THAT PLAINTIFF WAS INFORMED THAT PLAINTIFF HAS THE RIGHT TO CONSULT WITH AN ATTORNEY BEFORE SIGNING THIS AGREEMENT AND THAT THIS PARAGRAPH SHALL CONSTITUTE WRITTEN NOTICE OF THE RIGHT TO BE ADVISED BY LEGAL COUNSEL. ADDITIONALLY, PLAINTIFF ACKNOWLEDGES THAT PLAINTIFF HAS BEEN ADVISED BY COMPETENT LEGAL COUNSEL OF PLAINTIFF'S OWN CHOOSING IN CONNECTION WITH THE REVIEW AND EXECUTION OF THIS AGREEMENT AND THAT PLAINTIFF HAS HAD AN OPPORTUNITY TO AND DID NEGOTIATE OVER THE TERMS OF THIS AGREEMENT.

**14. Acknowledgement of Contents and Effect.** PLAINTIFF declares that PLAINTIFF and PLAINTIFF's COUNSEL and authorized agents (if any) have completely read this Agreement and acknowledge that it is written in a manner calculated to be understood by PLAINTIFF. PLAINTIFF fully understands its terms and contents, including the rights and obligations hereunder, and freely, voluntarily and without coercion enter into this Agreement. Further, PLAINTIFF agrees and acknowledges that PLAINTIFF has had the full opportunity to investigate all matters pertaining to his claims and that the waiver and release of all rights or claims PLAINTIFF may have under any local, state or federal law is knowing and voluntary.

15. Counterparts/Authority. This Agreement may be executed in Counterparts, each of which shall be an original and all of which together shall constitute one and the same document. The signatories below to the Agreement expressly state and affirm that they have the actual authority to execute this Agreement on behalf of each Party.

16. Choice of Law. The Parties agree that this Agreement shall be deemed to have been executed and delivered within the State of Illinois and shall in all respects be governed, interpreted and enforced in accordance with the laws of the State of Illinois exclusive of its conflicts of laws provisions.

*(REMAINDER OF THIS PAGE IS BLANK; SIGNATURE PAGE FOLLOWS)*



IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE DAY AND YEAR AS INDICATED BELOW.

**PAULA ALVARADO**

\_\_\_\_\_  
03/20/2023

By: **PAULA ALVARADO**

Date: 03/20/2023, 2023

*Approved as to form and substance:*

\_\_\_\_\_  
2023

\_\_\_\_\_  
Attorney for Plaintiff

**TOWN OF CICERO,**  
an Illinois municipal corporation

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

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

Date: \_\_\_\_\_, 2023

*Approved as to form and substance:*

\_\_\_\_\_  
Attorney for the TOWN OF CICERO  
Del Galdo Law Group, LLC

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING AND APPROVING THE SETTLEMENT OF LITIGATION AND THE EXECUTION OF A CERTAIN SETTLEMENT AGREEMENT IN THE CASE *JAIRO CARDONA V. TOWN OF CICERO* FOR THE TOWN OF CICERO, COUNTY OF COOK, STATE OF ILLINOIS.**

WHEREAS, the Town of Cicero (the “Town”) was created by a charter enacted by the Illinois General Assembly (the “Charter”); and

WHEREAS, the Corporate Authorities of the Town (as defined below) are governed by the Charter and the Constitution of the State of Illinois and the statutes of the State of Illinois when not specified in the Charter; and

WHEREAS, the Town is a home rule unit of local government as is provided by Article VII, Section 6 of the Illinois Constitution of 1970, and as a home rule unit of local government the Town may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Town was named as a defendant (the “Defendant”) in a lawsuit brought by Jairo Cardona (the “Plaintiff”), styled *Jairo Cardona v. Town of Cicero*, Case No. 22WC032164, regarding injuries allegedly sustained as a result of a motor vehicle accident (the “Litigation”); and

WHEREAS, the Plaintiff alleges personal injury claims against the Defendant (the “Claims”); and

WHEREAS, the Plaintiff sought damages from the Defendant for the Claims; and

WHEREAS, the Town does not admit any wrongdoing on its part or on the part of any of its current or former employees, officers, or officials, but the Plaintiff and the

Defendant (together, the “Parties”) wish to settle these matters to avoid protracted litigation and the costs associated therewith; and

WHEREAS, in an effort to avoid further controversy, costs, legal fees, inconvenience, and any future litigation regarding any issue contained in or arising from the Litigation, the Defendant, on one hand, and the Plaintiff, on the other hand, have agreed to resolve the Litigation as to all Parties in accordance with the terms set forth in an agreement, entitled “Illinois Workers’ Compensation Commission Settlement Contract Lump Sum Petition and Order” (the “Settlement Agreement”), attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Town President (the “President”) and the Board of Trustees of the Town (the “Town Board” and with the President, the “Corporate Authorities”) have determined that it is in the best interests of the Town and its residents to agree to and accept the Settlement Agreement; and

WHEREAS, the President is authorized to enter into and the Town Attorney (the “Attorney”) is authorized to revise agreements for the Town making such insertions, omissions, and changes as shall be approved by the President and the Attorney;

NOW, THEREFORE, BE IT RESOLVED by the President and the duly authorized Board of Trustees of the Town of Cicero, County of Cook, State of Illinois, as follows:

**ARTICLE I.  
IN GENERAL**

**Section 1.0 Findings.**

The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preamble to this Resolution are full, true, and correct and do hereby, by reference, incorporate and make them part of this Resolution as legislative findings.

**Section 2.0 Purpose.**

The purpose of this Resolution is to authorize the President, or his designee, to approve of the Settlement Agreement so as to settle the Litigation to avoid further controversy, costs, legal fees, inconvenience, and any future litigation regarding any issue contained in or arising from the Litigation, to further authorize the President, or his designee, to take all steps necessary to carry out the terms of the Settlement Agreement and to ratify any steps taken to effectuate that goal.

**ARTICLE II.  
AUTHORIZATION**

**Section 3.0 Authorization.**

The form, terms, and provisions of the Settlement Agreement, including exhibits and attachments thereto, are hereby approved in substantially the same form as set forth in Exhibit A, with such insertions, omissions, and changes as shall be approved and set forth by the President and the Attorney. The Town Board ratifies any and all previous action taken to effectuate the intent of this Resolution. The President, or his designee, is hereby authorized and directed to execute, and the Town Clerk is hereby authorized and directed to attest to, countersign, and affix the Seal of the Town to any and all documents that may be necessary to carry out and effectuate the purpose of this Resolution. The Town is hereby authorized and directed to remit payment in accordance with the terms of the Settlement Agreement and to take all action necessary or appropriate to effectuate the terms of the Settlement Agreement.

**ARTICLE III.  
HEADINGS, SAVINGS CLAUSES, PUBLICATION,  
EFFECTIVE DATE**

**Section 4.0 Headings.**

The headings of the articles, sections, paragraphs, and subparagraphs of this Resolution are inserted solely for the convenience of reference and form no substantive part of this Resolution, nor should they be used in any interpretation or construction of any substantive provision of this Resolution.

**Section 5.0 Severability.**

The provisions of this Resolution are hereby declared to be severable, and should any provision of this Resolution be determined to be in conflict with any law, statute, or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable, and as though not provided for herein, and all other provisions shall remain unaffected, unimpaired, valid, and in full force and effect.

**Section 6.0 Superseder.**

All code provisions, ordinances, resolutions, rules, and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

**Section 7.0 Publication.**

A full, true, and complete copy of this Resolution shall be published in pamphlet form or in a newspaper published and of general circulation within the Town as provided by the Illinois Municipal Code, as amended.

**Section 8.0 Effective Date.**

This Resolution shall be effective and in full force immediately upon passage and approval.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2023, pursuant to a roll call vote as follows:

	<b>YES</b>	<b>NO</b>	<b>ABSENT</b>	<b>PRESENT</b>
Viruso				
Cundari				
Reitz				
Garcia				
Porod				
Cava				
Vargas				
(President Dominick)				
<b>TOTAL</b>				

**APPROVED** by the President on \_\_\_\_\_, 2023

\_\_\_\_\_  
 LARRY DOMINICK  
 PRESIDENT

**ATTEST:**

\_\_\_\_\_  
 MARIA PUNZO-ARIAS  
 TOWN CLERK

**EXHIBIT A**

## Agenda Request Memo

To: Town of Cicero Board of Trustees and the Honorable Larry Dominick, Town President.  
From: Robert E. Luedke  
Re: worker's compensation claim for petitioner Jairo Cardona  
Date: June 2, 2023

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



**ILLINOIS WORKERS' COMPENSATION COMMISSION  
SETTLEMENT CONTRACT LUMP SUM PETITION AND ORDER**

ATTENTION. Answer all questions. Attach a recent medical report.

Internal# S0108388

Workers' Compensation Act **Yes** Occupational Diseases Act **No** Fatal case? **No** Date of death

**Jairo Cardona**

Employee/Petitioner

Case# **22WC032164**

v.

**Town of Cicero Police Department**

Setting **Chicago**

Employer/Respondent

To resolve this dispute regarding the benefits due the petitioner under the Illinois Workers' Compensation or Occupational Diseases Act, we offer the following statements. We understand these statements are not binding if this contract is not approved.

**Jairo Cardona**

Employee/Petitioner

Street address

City, State, Zip code

**Town of Cicero Police Department**

Employer/Respondent

**4901 W. Cermak Rd.,**

Street address

**Cicero, IL 60804**

City, State, Zip code

State employee? **No**

Gender: **Male**

Marital status: **Married**

# Dependents under age 18: **0**

Birthdate

Average weekly wage: **\$1,502.79**

Date of accident: **4/18/2022**

How did the accident occur? **Auto accident in scope of employment**

What part of the body was affected? **Left knee, back, and man as a whole**

What is the nature of the injury? **resolved left knee contusion; low back derangement with no herniation and no surgery, petitioner underwent medial branch block**

The employer was notified of the accident **orally and in writing.** Return-to-work date: **November 12, 2022**

Location of accident: **Cicero** Did the employee return to his or her regular job? **Yes**

If not, explain below and describe the type of work the employee is doing, the wage earned, and the current employer's name and address.

**TEMPORARY TOTAL DISABILITY BENEFITS:** Compensation was paid for **5 5/7** weeks at the rate of **\$1,502.79** /week.

The employee was temporarily totally disabled during the following period(s):

From	Through
------	---------

<b>April 18, 2022</b>	<b>May 27, 2022</b>
-----------------------	---------------------

Notes regarding temporary total disability benefits:

**Petitioner paid full salary pursuant to Public Employee Disability Act. Petitioner released to light duty on May 27, 2022. Petitioner released to full duty effective November 12, 2022.**

**MEDICAL EXPENSES:** The employer **has not** paid all medical bills. List unpaid bills in the space below.  
**see terms of settlement**

**PREVIOUS AGREEMENTS:** Before the petitioner signed an Attorney Representation Agreement, the respondent or its agent offered in writing to pay the petitioner \$ **n/a** as compensation for the permanent disability caused by this injury.

An arbitrator or commissioner of the Commission previously made an award on this case on **n/a** regarding

TTD \$ **n/a**                      Permanent disability \$ **n/a**                      Medical expenses \$ **n/a**                      Other \$ **n/a**

**TERMS OF SETTLEMENT: Attach a recent medical report signed by the physician who examined or treated the employee.**

Respondent offers and Petitioner agrees to accept subject to the approval of the IWCC the full and final sum of \$22,541.75 to fully settle all claims for benefits or reimbursement under the Act arising from the occurrence of 4-18-22. This settlement includes any and all amounts claimed or due for TTD, TPD, PPD, and past, present, and future medical expenses. Notwithstanding the foregoing respondent has paid or will pay or otherwise resolve directly with the respective medical provider pursuant to the fee schedule reasonable, necessary, and causally connected medical bills incurred prior to MMI date of November 9, 2022. This settlement is calculated as 5% MAW or 25 weeks times \$901.67 totaling \$22,541.75. Parties waive all rights pursuant to Sections 8(a) and 19(h) of the Act. After payment of attorney's fees, costs, and outstanding medical bills, the Petitioner will receive a net amount of \$17,963.40. This is for a permanent impairment that will affect the claimant for the rest of his life. The mortality table indicates that a Petitioner at age 40 has a life expectancy of 46.1 years or 553.20 months. The amortized monthly net benefit is \$32.47 per month. This represents future income replacement. This paragraph is intended for federal Social Security purposes only. The parties have considered the interests of Medicare in this settlement. No amount is allocated for future medical expenses based on the opinion of treating physician Dr. Hennessy that the petitioner will need no further medical treatment as a result of this accident. (See office note dated November 9, 2022).

Total amount of settlement	<b><u>\$22,541.75</u></b>	
Deduction: Attorney's fees	<b><u>\$4,508.35</u></b>	
Deduction: Petitioner's costs	<b><u>\$70.00</u></b>	<b><u>(Subpoenas)</u></b>
Deduction: Other (explain)	<b><u>\$0.00</u></b>	
Amount employee will receive	<b><u>\$17,963.40</u></b>	

**PETITIONER'S SIGNATURE.** *Attention, petitioner. Do not sign this contract unless you understand all of the following statements.*

I have read this document, understand its terms, and sign this contract voluntarily. I believe it is in my best interests for the Commission to approve this contract. I understand that I can present this settlement contract to the Commission in person. I understand that by signing this contract, I am giving up the following rights unless expressly reserved or left open for a specified period of time in the terms of settlement:

1. My right to a trial before an arbitrator;
2. My right to appeal the arbitrator's decision to the Commission;
3. My right to any further medical treatment, at the employer's expense, except as otherwise provided herein, for the results of this injury;
4. My right to any additional benefits if my condition worsens as a result of this injury.

Signature On File

Signature of petitioner

Jairo Cardona

Name of petitioner

[REDACTED]

Telephone number

5/31/2023

Date

---

**PETITIONER'S ATTORNEY.** I attest that any fee petitions on file with the IWCC have been resolved. Based on the information reasonably available to me, I recommend this settlement contract be approved.

/s/ Angela Nardi-Quigley

Signature of attorney

Angela Nardi-Quigley

Attorney's name

Angela Nardi-Quigley

53 WEST JACKSON

SUITE 601

CHICAGO, IL 60604

Firm name and address

(312) 386-9663

Telephone number

6/1/2023

Date

04054

IWCC Code #

anardi@anqlaw.com

E-mail address

**RESPONDENT'S ATTORNEY.** The respondent agrees to this settlement and will pay the benefits to the petitioner or the petitioner's attorney, according to the terms of this contract, promptly after receiving a copy of the approved contract.

Signature of attorney

Robert Luedke

Date

04217

Attorney's name

Del Galdo Law Group LLP

1441 S HARLEM AVE

IWCC Code #

BERWYN, IL 60402

Firm name and address

(708) 222-7000

Telephone number

luedke@dlglawgroup.com

E-mail address

Insurance Program Managers Group

Name of respondent's insurance or service company

**ORDER OF ARBITRATOR OR COMMISSIONER:**

Having carefully reviewed the terms of this contract, in accordance with Section 9 of the Act, by my stamp I hereby approve this contract, order the respondent to promptly pay in a lump sum the total amount of settlement stated above, and dismiss this case.