
A G E N D A

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

TUESDAY, OCTOBER 10, 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. **Approval of Bills**

A) List of Bills-Warrant# 19, Manual Checks & Online Payments

B) Payroll 3

5. **Permits**

A) Our Lady, the Mystical Rose Parish 22

B) St. Mary Frances of the Five Wounds 24

C) St. Mary Frances of the Five Wounds 25

6. **Reports**

A) Collector's Office Report & Revenue Summary 26

7. **Ordinances**

A) An Ordinance Amending Chapter 2, Section 2-2 Of The Code Of Ordinances Of The Town Of Cicero, Illinois And Amending The Interim Purchasing Policy For The Town Of Cicero, Illinois For The Town Of Cicero, County Of Cook, State Of Illinois 29

8. **Resolutions**

A) A Resolution Authorizing And Approving A Certain Invoice From Air One Equipment, Inc. For Turnout Gear Provided To The Cicero Fire Department For The Town Of Cicero, County Of Cook, State Of Illinois	40
B) A Resolution Authorizing The Town President To Enter Into A Certain Agreement With ImageTrend, Inc. For ImageTrend Elite EMS For The Town Of Cicero, County Of Cook, State Of Illinois	48
C) A Resolution Authorizing And Approving A Certain Invoice From ImageTrend, Inc. For Fire Department Records Management Software For The Town Of Cicero, County Of Cook, State Of Illinois	60
D) A Resolution Authorizing And Approving Certain Invoices From Legacy Fire Apparatus For Services Provided To The Town Of Cicero, County Of Cook, State Of Illinois	77
E) A Resolution Authorizing The Town President To Enter Into A Rink Affiliation Agreement With The Chicago Blackhawks Hockey Team, Inc. For The Town Of Cicero, County Of Cook, State Of Illinois	90
F) A Resolution Authorizing, Approving, And Ratifying An Application For Grant Funding From The Illinois Department Of Transportation For The Town Of Cicero, County Of Cook, State Of Illinois	103
G) A Resolution Authorizing And Approving A Grant Application To The Illinois Department Of Commerce And Economic Opportunity For The Town Of Cicero, County Of Cook, State Of Illinois	153
H) 2024 Holiday Schedule	
1) 4 Day Work Week	159
2) 5 Day Work Week	160
9. <u>New Business</u>	
A) America In Bloom Award Presentation	
B) Approval To Accept The 2024 Town Board Meeting Schedule	161
10. <u>Citizen Comments (3 minute limit)</u>	
11. <u>Adjournment</u>	

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HIRE DATE NAME

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CORPORATE

06/12/1984 REITZ, FRANCES, F
 06/16/1988 CHAVARRIA, GLORIA
 10/15/1988 WOLFF, JANICE, L
 03/01/1989 KULAGA, BRIAN, JOSEPH
 07/03/1989 JELIC, SAM
 09/01/1989 MENDEZ, ELIZABETH
 09/18/1989 MANETTI, LIDO, JR
 09/04/1990 BARNETT, MICHAEL, W
 10/16/1990 MILLER, JOHN, S
 05/20/1991 ESPOSITO, ROSEMARIE
 06/01/1992 KOTECKI, JIMMY
 06/07/1992 WOOD, JAMES
 04/26/1993 BAILEY, NANCY
 12/15/1993 SANCHEZ, EDNA, M
 11/16/1994 POROD, KARYN
 01/17/1995 STELLA, RAMONA
 08/29/1995 PUNZO ARIAS, MARIA, A
 02/01/1996 MAVRINAC, DAVID, W
 04/16/1996 GALVAN, ARMANDO, A, JR
 04/16/1996 KANE, FRANK, J
 10/28/1996 RIOS, SYLVIA
 02/16/1997 LYTTEK, PAUL, F
 02/16/1997 RUTKA, PHILIP
 03/03/1997 GUZMAN, PATRICIA
 04/07/1997 VIRRUSO, JOSEPH
 05/20/1997 MOSCINSKI, NANCY, A
 06/16/1997 JARAMILLO, JESSICA, A
 07/16/1997 DEGANUTTI, JOHN, J
 09/15/1997 WINES, ANDRE
 10/06/1997 JIMENEZ, MIGUEL, A
 10/06/1997 ROLEWICZ, TIMOTHY, J
 10/27/1997 DELONG, WHITNEY, A
 01/09/1998 DIAZ LUNA, FRANCISCO
 02/18/1998 TORRES, MARICELA
 02/19/1998 MARINO, NICHOLAS
 05/01/1998 RIVERA, SAUL
 06/08/1998 ROBERSON, ALBA
 06/09/1998 WIECZOREK, LISA
 06/15/1998 SANTIAGO, PRISCILLA
 08/07/1998 MONTES DE OCA, GIOVANNI
 09/08/1998 FITHIAN, GREGORY, S
 09/15/1998 ESPOSITO, PATRICIA, L
 10/01/1998 JOSEPH, JEFFREY
 10/05/1998 PELIKAN, DONALD, J
 10/16/1998 FIORE, STEPHEN, A
 10/16/1998 PENZKOFER, JEFFREY, M
 11/24/1998 VELAZQUEZ, MANUEL
 01/04/1999 KOSENEKY, RHONDA, ANN
 03/22/1999 MARTINEZ, JOSE, ANGEL
 06/14/1999 MELENDEZ, JACQUELINE
 07/27/1999 DRAKULICH, LOUIS
 07/27/1999 GILPIN, JENNIFER
 07/27/1999 RAMIREZ, MATHEW, E
 10/11/1999 WOOD, ALISHA, A

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CORPORATE

04/11/2000 CAVA, JOHN
 04/25/2000 PACIONE, VITO, A
 04/25/2000 WOJTOWICZ, CHRISTOPHER, M
 06/05/2000 JOHNSON, MICHELE, L
 06/13/2000 PINA, RICARDO
 06/27/2000 SOCHACKI, JONATHAN
 07/12/2000 MIKOLAJEWSKI, DEBORAH, A
 09/12/2000 CHLADA, RYAN, A
 10/30/2000 ALMENDAREZ, FRANCISCO
 11/01/2000 PEREZ, RUBEN
 01/12/2001 HERNANDEZ, FRANCELIA
 03/08/2001 MANIGLIA, MICHELE
 03/28/2001 CHAVEZ, VERONICA, G
 03/28/2001 MCKEE, MICHAEL, B
 03/28/2001 NEAL, MERRIE, E
 04/06/2001 MCCANN, THOMAS, W
 04/06/2001 NUNEZ, FELIPE
 05/30/2001 DOMINICK, DEREK
 06/05/2001 GUTIERREZ, LILLIAN, J
 06/18/2001 SALAZAR, LAURA
 06/20/2001 RAYGOZA FERNANDEZ, ROSALBA
 07/10/2001 WALSH, JOHN, J
 09/17/2001 RODRIGUEZ, MANUEL
 09/25/2001 ANDRADE, MARCOS, R
 09/25/2001 ANDRADE, MARIA, G
 09/25/2001 VASSOS, CONSTANTINE, A
 09/29/2001 SKODA, BARTHOLOMEW, A
 10/04/2001 HERNANDEZ, JESSE
 11/13/2001 LEUZZI, DAVID, A
 11/16/2001 RUAN, JESUS
 11/30/2001 STOCKSTILL, STEVEN, M, SR
 02/26/2002 SANTORO, THOMAS, J
 03/08/2002 FOLTZ, CHRISTOPHER, W
 03/11/2002 FLORES, MARIA, D
 04/05/2002 MACIAS, JACOBO, A
 04/05/2002 MACIAS, RAYMOND, A
 06/11/2002 GARCIA, MARTHA, P
 07/15/2002 MICHAELS, ANDREW, J
 08/05/2002 CHLADA GALARZA, NICOLE, M
 08/26/2002 FRAIRE, MICHELLE, M
 08/26/2002 KOSIROG, PATRICIA, ANN
 09/09/2002 TYLKA, TIM, J
 09/18/2002 AMIGON, MARIA
 09/24/2002 SKIDMORE, MICHAEL, W
 10/01/2002 MENDOZA, ARACELI
 10/18/2002 LOPEZ, LUIS
 11/18/2002 SAUCEDO, JAIME
 02/05/2003 ESCABI, MARISOL
 02/08/2003 COUCH, ALICE, L
 02/08/2003 MUSIAL, LISA, V
 02/08/2003 PRENDERGAST, GINA, V
 02/21/2003 CASTRO, VICTOR
 03/17/2003 SWIATEK, DONNA
 04/28/2003 ALVAREZ, JOSE

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EMPLOYEES BY
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HIRE DATE	NAME
=====	
CORPORATE	
06/02/2003	CERVANTES, ANTONIO
06/10/2003	MORAVEC, RON
06/10/2003	NAVARRO, LETICIA
06/18/2003	PINA, ALEJANDRO
06/25/2003	BAUSONE, MARK, D
06/30/2003	UPDYKE, CYNTHIA, J
08/22/2003	POLASHEK, THEODORE, J
08/22/2003	SAMMON, PATRICK, J
08/25/2003	GUERRERO, MAGDALENA
09/09/2003	SANTANA, LORRAINE
09/23/2003	ERICKSON, BRADLEY
09/23/2003	GALARZA, WALBERTO
09/23/2003	RICHERT, ROBERT, J
10/01/2003	RANGEL, CRUZ, G
10/09/2003	COMAS, BENJAMIN
11/25/2003	GUIDO, LOUIS
01/28/2004	TERRACINO, JAMES, E
05/03/2004	VALENCIA, LESLIE, G
09/14/2004	BARRERA, ELIZABETH
10/01/2004	AVILA, LEONARDINE
12/14/2004	ALANIS, JOSE, E
12/14/2004	ALANIS, LUIS, A, JR
12/14/2004	PEREYRA, KENNETH
01/18/2005	LEON, MARIA
02/01/2005	LARA, GERARDO
02/08/2005	CALDERON, JOSE, J
02/17/2005	JIMENEZ, JUANITA, V
03/17/2005	GODINEZ, FERNANDO
05/10/2005	DOMINICK, LARRY
05/10/2005	GARCIA, VICTOR, R
05/10/2005	GIANAKOPOULOS, LISA, A
05/10/2005	HERNANDEZ, ROLANDO
06/01/2005	RUIZ, PATRICIA
06/06/2005	WOLFF, AMANDA, M
06/13/2005	KUSPER, SARAH
06/14/2005	SCHMIDT, LUCY, J
06/15/2005	SANTAMARIA, DAYANARA
06/16/2005	DEMBOWSKI, PAUL
06/16/2005	LOPEZ, MARIO, SR
06/20/2005	BARLOW, ALBERT, M
06/20/2005	CURRY, MICHAEL, J
06/20/2005	DURAN, DAVID
06/28/2005	ARIAS, JOSE, L, SR
06/28/2005	CHLADA, NICOLE, D
06/28/2005	DEMBOWSKI, CYNTHIA
06/28/2005	DOMINICK, BRIAN, K
06/28/2005	SCHVACH, MARYLOU
06/28/2005	WENTE, WAYNE, L
06/29/2005	GUZMAN, MIGUEL, JR
07/11/2005	JELIC, NICHOLAS, J
07/12/2005	TOMSCHIN, THOMAS, M
07/13/2005	VICERA, ERIC
07/18/2005	ROCHA, CESAR
07/25/2005	CUNDARI, EMILIO, H

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CORPORATE

07/25/2005 RUGLIO, LEO
 07/26/2005 AROCHO, EDWIN, JR
 08/08/2005 BARRIOS, ZENDA, M
 08/08/2005 LOPEZ, ELIZABETH
 08/08/2005 SKRABACZ, MICHAL, R
 08/09/2005 BUCKLEY, NOAH, T
 08/09/2005 GUIDO, JAMEY, C
 08/09/2005 PEDRETTI, DANIEL, D
 08/09/2005 PEREZ, RAUL, F
 08/09/2005 SOTO, MARCELINO
 08/09/2005 ZAMORA, EDUARDO
 08/29/2005 HIGGINS, TERRY, L
 09/01/2005 PORRAS, SALVADOR
 09/01/2005 ROCHER, SERGE
 09/01/2005 SEROPIAN, DANIEL, T
 09/06/2005 BORJAS, NORMA
 09/08/2005 CASTILLO, NANCY
 09/19/2005 MUNOZ, EDUARDO, T
 09/27/2005 BARRIOS, IRWIN
 10/03/2005 CLAY, OSCAR
 10/31/2005 HERNANDEZ-BUENFIL, STEFANIE, E
 10/31/2005 SAUCEDO, LIBERIO
 11/15/2005 MORENO, MARIA, C
 11/26/2005 KONZ, ROSEMARY, A
 12/20/2005 FUENTES, KARINA
 05/10/2006 TELITZ, NICHOLAS
 06/13/2006 DURKEE, MARY, M
 06/13/2006 NOWAK, FRANCES, J
 06/19/2006 MASTALERZ, MICHELLE, L
 07/01/2006 CANDELARIA, ADA, I
 07/10/2006 GRAHAM, KELLY, K
 07/24/2006 CRITES, JEFF, A
 09/18/2006 BRUNO, JANNETTE
 09/29/2006 KERRY, MATTHEW, A
 10/13/2006 PESEK, ELAINE
 10/31/2006 PADILLA, ANGELICA
 11/01/2006 LEALI VILUMIS, MELISSA
 11/20/2006 SOTELO, VERONICA
 01/10/2007 ALVARADO, ROBERTO, L
 01/10/2007 SAVAGLIO, FRANK, U
 01/10/2007 SCHULLO, DOMINIC, E
 01/10/2007 SCIMONE, NINO, J
 02/13/2007 GARCIA, ANTHONY
 02/20/2007 REYES, JUAN, A
 02/27/2007 PINEDA, MARIA, C
 03/20/2007 GARCIA, VICTOR, A
 03/20/2007 GARZA, ADAM, JR
 03/20/2007 RASCHKE, BRIAN
 05/06/2007 GATTO, DOMINICK
 05/06/2007 HARRIS, BARBARA
 05/06/2007 HUNTER, ELVIRA, M
 05/06/2007 MANGIA, VLASTA
 05/06/2007 POROD, ERIC
 05/06/2007 THOMAS, JEANINE

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CORPORATE

05/18/2007	NAVARRETE, CLAUDIA
05/22/2007	COTTON, CHRISTOPHER, A
06/25/2007	ELLIS, AHIME
06/26/2007	HEREDIA, ANDRES, JR
07/09/2007	BENDA, MIKE
07/09/2007	HILL, JOSHUA
07/09/2007	WASICKI, CHRISTOPHER
07/12/2007	KRALKA, BAMBI
08/01/2007	BETKE, KYLE
08/01/2007	MCDONALD, BRIAN
08/06/2007	SALERNO, PATRICIA
08/27/2007	PINEDA, MARIA, E
10/22/2007	COUCH, TIFFANY
10/26/2007	SANCHEZ, YOLANDA
01/14/2008	ROBLEDO, JORGE
01/16/2008	TOMASINO, CHRISTOPHER
04/14/2008	RUBIO, LAURA
04/22/2008	ARLOWSKI, MICHAEL
04/22/2008	BAUMGARTNER, MICHAEL
04/22/2008	LOPEZ, EDDY
04/22/2008	ROBINSON, RICHARD
04/22/2008	STRUSKA, STEPHEN
04/22/2008	ZEPEDA, CESAR
05/27/2008	CENTENO, SONIA
05/27/2008	POLCHAN, THOMAS
05/27/2008	POROD, ROBERT, JR
05/27/2008	STURDEVANT, NICOLE
05/27/2008	VARGAS, ISMAEL
05/28/2008	PEREZ, MARGARITA
06/09/2008	RODRIGO SCOFIELD, MARTA
06/10/2008	KUSPER, DONALD, JR
06/12/2008	CAHUE, JOSE
06/19/2008	ARIAS, JOSE, L
06/20/2008	MORELOS, ANTONIO, A
07/14/2008	RODRIGUEZ, ANA
08/12/2008	CASTANEDA SALGADO, TACHO
08/12/2008	GARCIA, EDUARDO
08/12/2008	INGVE, JONATHAN
08/12/2008	PATER, RICHARD
08/12/2008	PEREZ, RAMON
08/12/2008	VAZQUEZ, CARLOS
09/15/2008	COZZI, KENNETH
10/24/2008	SOVA, RICHARD
11/03/2008	HERNANDEZ, MARY
11/19/2008	CASTELO, FRANCISCO K.
11/20/2008	DAVILA, MANUEL
11/21/2008	CZARKOWSKI, DAWN
01/02/2009	BIZARRO, CECILIA
02/13/2009	GIANAKOPOULOS, RONALD, A
03/18/2009	PADILLA, ESTELA
03/18/2009	TREVINO, ELVIRA
03/22/2009	DECHICIO, MICHAEL
05/04/2009	MLADEK, BRIAN
06/01/2009	MANIADAKIS, VALIA

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CORPORATE

- 06/01/2009 PILA, PAMELA
06/01/2009 ROSAS, ERIKA
06/10/2009 VARGAS, EDDIE
07/20/2009 PILA, KIMBERLY
09/14/2009 GIOVANNELLI, KATHLEEN
09/25/2009 GARCIA, MICHAEL
10/01/2009 FELBINGER, RANDY
10/01/2009 SANTOS, DANIELLE, M
12/14/2009 KOLIN, JAKE, E
12/14/2009 ROSS, EDWARD
12/14/2009 STAHL, MICHAEL
12/22/2009 ALEGRIA, MARIO
12/22/2009 KOC, PAUL, M
01/04/2010 MEDINA, NAOMI, G
02/05/2010 MUNOZ, MARIA, G
03/08/2010 TOMSCHIN, THOMAS, W
03/23/2010 GURROLA, VICTOR
03/29/2010 VARGAS, JESUS
04/24/2010 PROCENTI, SANTO
04/27/2010 DRAGISIC, BRANISLAV
04/27/2010 INGVE, ANGIE
05/25/2010 MIHALOPOULOS, IOANNIS
05/25/2010 SPIZZIRRI JELIC, MARY ELLEN
06/17/2010 BORON, SAMANTHA
06/24/2010 MIJARES, JACOB
06/28/2010 GRANADOS, GLORIA
08/11/2010 VARGAS, DAVID
10/08/2010 MARTINEZ, ERIKA
12/28/2010 LARA, EDGAR
12/28/2010 LOPEZ, ROSENDO
12/28/2010 OROZCO, SALVADOR
01/14/2011 CHAVEZ, MARISELA
02/08/2011 NOVINGER, JOSHUA
02/08/2011 VERTIN, JOSEPH, M
06/01/2011 ORTIZ, WILLIAM, R
06/07/2011 RODRIGUEZ, SAMUEL
06/14/2011 MORENO, JOVAN
06/14/2011 WIEST, BRANDON
06/15/2011 REITZ, REBECCA
06/28/2011 ADAN, ALI
07/01/2011 MANGIA, DONALD
09/19/2011 JOHNSON, TERYL
09/19/2011 OLSON, ROBERTA
10/28/2011 SANCHEZ, ROBERTO
11/18/2011 GRANT, DARRYL
11/29/2011 MENDEZ III, HERMAN
12/02/2011 AHEARN, DANIEL
12/02/2011 CALVILLO, DAVID
12/04/2011 OBROCHTA, GEORGE, J
12/05/2011 MINCH, CLYDE, A
01/27/2012 CANO, CRISTIAN
03/27/2012 LEUZZI, SHANNON
03/27/2012 STASIAK, MICHAEL
03/27/2012 TRAPANI, BRIAN

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CORPORATE

05/21/2012 CARROLL-PIERSON, ARIELLE
 05/21/2012 TOVAR, BLANCA
 05/26/2012 PEREZ, ANDRES
 06/05/2012 RAMIREZ, IBETH
 06/11/2012 HERNANDEZ, RAQUEL
 06/11/2012 POOLE, TSHURA, L
 06/12/2012 CAHUE-NAVARETE, JAIME
 06/19/2012 WALSH, PATRICIA
 06/20/2012 BORBOR, BEHNAM
 06/20/2012 FLORIO, JOSEPH
 06/20/2012 OWCZAREK, GEORGE
 06/20/2012 SOLIS, GERARDO
 06/27/2012 BERTONE, LAURA
 07/24/2012 KULAGA, MARK, S
 09/25/2012 BARONA, ARMANDO
 10/09/2012 MORALES, JANET
 10/22/2012 ORTEGA, RUTH
 11/26/2012 COCO-CALDERON, KIMBERLEY
 01/13/2013 ALVARADO, ISMAEL, JR
 01/28/2013 EVERHART, DIANA
 01/31/2013 AVILA, JONATHAN
 02/01/2013 SANCHEZ, ALBERTO
 04/02/2013 BENDA, KENNETH
 04/04/2013 MARQUEZ, ARGELIA
 04/08/2013 LOPEZ, EDDIE, N
 04/08/2013 RAMIREZ, JASON, R
 04/08/2013 VEGA, ALFONSO, JR
 06/01/2013 AVILES, GRETCHEN, M
 06/01/2013 BAKER, JAMES, F
 06/01/2013 BENEDIKT, ANNA, L
 06/01/2013 CASTELLANOS, ANTONIO
 06/01/2013 MORALES, VERONICA, F
 06/01/2013 OWCZAREK, GERALDINE
 06/01/2013 PILA, LORI, M
 06/10/2013 AGUILAR, ISABEL
 06/10/2013 GALVEZ RODRIGUEZ, JOSE
 06/10/2013 SWEATMAN, TONI, C
 06/17/2013 ACOSTA, EDUARDO
 06/17/2013 GARCIA, MARLENE, M
 06/17/2013 RODRIGUEZ, THOMAS, M
 06/17/2013 UJEK, DONALD, J
 06/17/2013 UNZUETA, GRISELDA
 07/08/2013 ALVAREZ, JAIME
 07/08/2013 GASCA, ADRIAN
 07/08/2013 LUCZAK, MARK, D
 07/08/2013 MADDEN, WILLIAM, T
 07/08/2013 MCSHANE, SCOTT, C
 07/08/2013 RUEDA, ALEJANDRO
 07/08/2013 SANCHEZ, JOSE, R
 07/08/2013 SANDOVAL, VICTOR, M
 10/01/2013 MARTINEZ, MIGUEL
 10/07/2013 DIMITROPOULOS, CAMILLE, C
 10/28/2013 KELLEY, STEVEN, D
 01/06/2014 DUFFEK, FRANK, J

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CORPORATE

01/06/2014	MARQUEZ, ANDREW
01/06/2014	SUMNER, CORINNA
01/16/2014	ROBERTSON, DIANE
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
05/30/2014	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
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

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CORPORATE

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
05/06/2016	DURAN, DOMONIQUE, A
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	HERNANDEZ, ANTHONY
06/06/2016	JIMENEZ, JENNIKA
06/06/2016	MALDONADO, KAREN
06/06/2016	SERRANO, SENOBIO
06/06/2016	VALADEZ, GUSTAVO
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
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	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

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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
 06/01/2017 TRABANINO, ABNER
 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
 06/05/2018 SANCHEZ, ALIZAI
 06/06/2018 OSORIO, KARINA
 06/18/2018 HANANIA, AARON
 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

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CORPORATE

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
 11/27/2018 BANCROFT, AMY, E
 11/27/2018 TENBROECK, PERLA, D
 12/03/2018 TORO, CHRISTIAN, A
 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
 05/21/2019 CASTILLO, MARILYN
 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
 07/15/2019 HERRERA, ALEJANDRA
 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
 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

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03/10/2020 VAVAL, CHRISTOPHER, M
 06/06/2020 CUNDARI, CARA, L
 06/09/2020 EUKOVICH, THOMAS, G
 06/17/2020 NAVARRETE, CARLOS
 06/18/2020 CRUZ, BRIAN
 06/29/2020 JOHNSON, CORNELIUS
 07/01/2020 OJEDA, YAHIR
 07/06/2020 GALLEGOS, MARIA, A
 07/08/2020 RIVERA, DIEGO, A
 08/12/2020 OLIVA, VICTOR
 08/31/2020 QUIROZ, LIO, A
 09/02/2020 TALSMA, EUGENE, L
 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
 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
 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
 06/01/2021 PADILLA, CARLOS
 06/02/2021 REYES, JOSHUA
 06/02/2021 VARGAS, CESAR
 06/03/2021 MARTINEZ, GAEL
 06/03/2021 MARTINEZ, GARETH, I

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06/03/2021 MELCHOR, REYNALDO
 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
 06/07/2021 ESCOBEDO, JUAN, J
 06/09/2021 BARAJAS, DAVID
 06/09/2021 MENDEZ, NATHAN, M
 06/09/2021 RAMIREZ, SAMANTHA
 06/09/2021 VARGAS, ISMAEL
 06/09/2021 VARGAS, OMAR
 06/10/2021 OWCZAREK, JEFFREY, R
 06/14/2021 AITCHESON, JAMES
 06/14/2021 AYALA, SALVADOR
 06/14/2021 MARCOLINI, ZACHARY, A
 06/15/2021 RETANA, CELESTE
 06/15/2021 SORIA, MOISES
 06/16/2021 COBOS, ISIDRO
 06/19/2021 VIRGEN, JOSE
 06/21/2021 SANDOVAL, ANTONIO
 06/23/2021 MARTINEZ, ISAAC
 06/23/2021 RODRIGUEZ, FRANCISCO, J
 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
 08/29/2021 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
 11/22/2021 MIJARES, BRENDAN, A
 11/22/2021 RAMIREZ, CLAUDIA, I
 11/29/2021 RIVERA, GEOVANNY
 12/06/2021 VERNE, GIANCARLO
 12/13/2021 DIAZ, ESPERANZA, L
 12/14/2021 GARCIA, JUDITH

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CORPORATE

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 KNOWSKI, LISA, M
 05/02/2022 MATHIS, SKYLAR, P
 05/02/2022 NOYOLA, PATRICIA
 05/02/2022 RAMIREZ, YARADELY
 05/02/2022 RIZO, LILIANA, L
 05/02/2022 RIZZO, CARLO, J
 05/02/2022 RODRIGUEZ, AARON, R
 05/02/2022 ROSAS, SEAN, E
 05/02/2022 SANDOVAL, ANGEL, O
 05/02/2022 SMITH, GLEN
 05/02/2022 WILLIAMS, PAMELA, J
 05/05/2022 VEGA, JACKLYN
 05/05/2022 VEGA, JENNIFER
 05/09/2022 CORNEJO, MARIA, C
 05/23/2022 RAMOS, ROSALINDA
 05/31/2022 GALLEGOS, MARA, A
 05/31/2022 PULLIA, NATHAN
 06/02/2022 ROMERO-CARRILLO, MANUEL

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06/03/2022 FLORES, ADAN
 06/03/2022 GUZMAN, ANDREW
 06/06/2022 MANFRE, RYAN
 06/07/2022 HERNANDEZ, JONATHAN
 06/08/2022 GONZALEZ, ALEJANDRO
 06/08/2022 ROMERO, ANGEL
 06/12/2022 FLORES, JOSE
 06/14/2022 LEATO, ABIGAIL
 06/14/2022 SAN PEDRO, EVELYN
 06/15/2022 CORONA, GIANNCARLO
 06/15/2022 COUSINO, IVAN
 06/15/2022 GOMEZ, NATALIA
 06/15/2022 LEATO, AARON
 06/15/2022 MARTINEZ, SANTIAGO
 06/15/2022 PAIZ, AUSTIN
 06/15/2022 RAMIREZ, JOSUE
 06/21/2022 BONILLA, ANDRES, A
 06/21/2022 GARCIA, VANESSA
 06/21/2022 MAYORGA, VALENTINA
 06/21/2022 OLAVARRIA, DANIELLE
 06/21/2022 ROMERO, URIEL
 06/21/2022 SANTOS, SARAH
 07/06/2022 GARCIA-CHAVEZ, ELIZABETH
 07/10/2022 FERNANDEZ, BRIAN
 07/11/2022 ALMANZA, MARCY
 07/11/2022 BAUTISTA, ANTHONY
 07/11/2022 HEREDIA, AALIYAH
 07/17/2022 GARCIA, ROBERTO
 07/18/2022 MARTINEZ, ROLANDO
 07/18/2022 REICHENBERGER, NATHAN
 07/18/2022 TALBOT, NATHANIEL
 08/15/2022 ARDOLINO, MEGHAN
 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 MARTINEZ, NICHOLAS
 08/29/2022 MORENO, ADRIAN
 08/29/2022 NUNEZ, ALEX
 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
 10/11/2022 PEREZ, NOEMI
 10/17/2022 MONTIEL, JOEL
 10/17/2022 PEREZ-VARELA, RAUDEL
 10/17/2022 SPURLOCK, JARROD
 11/14/2022 GONZALEZ, OLIVIA
 11/21/2022 MORALES, MARIO
 12/08/2022 DIAZ DONATO, LUPITA
 12/12/2022 REYES, ALICIA

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CORPORATE

12/14/2022 HUNTER, GEORGE
12/19/2022 RODRIGUEZ, EDUARDO
12/19/2022 ROSAS, DIANA
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
03/07/2023 RIVAS, MARIA, G
03/13/2023 DEFRANCISCO, SAM
03/22/2023 RODRIGUEZ, MARK
04/03/2023 JOHNSON, PATRICK
04/10/2023 BONILLA, FRANCISCO
04/17/2023 NOVOA, LUIS
04/20/2023 BONFANTE, JAVIER
04/24/2023 CARRILLO, ALEJANDRO
05/01/2023 JANOSEK, MATTHEW
05/01/2023 MOLARO, MARK
05/01/2023 NOVOA, DAVID
05/02/2023 GALVAN ACOSTA, MARIEL
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 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 BUSCEMI, COLETTE, M
05/23/2023 CARROLL, MAUREEN
05/23/2023 HARRIS, MICHAEL
05/23/2023 JELIC, JEANEY
05/23/2023 MARTINEZ, RAUL
05/23/2023 PANOZZO, NICHOLAS, L
05/30/2023 HEREDIA, ANDREW
05/30/2023 HEREDIA, ANTHONY
05/30/2023 MCCANN, RYAN, T
05/31/2023 LOPEZ, CYNTHIA
06/01/2023 BARRIENTOS, DELILAH
06/01/2023 GUTIERREZ, GALILEA
06/01/2023 ROJAS MONTES DE OCA, ISABELLA
06/02/2023 FLORES, ALEX
06/02/2023 FLORES, JULIAN
06/02/2023 MORELOS, ANTHONY
06/02/2023 RODRIGUEZ, DIANA
06/03/2023 ARCEO, AMIR

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- 06/04/2023 DIAZ, DAVID
06/04/2023 FARIAS, LEONEL
06/04/2023 LOZANO, FRANKIE
06/05/2023 CERVANTES, STEVE
06/05/2023 GARCIA, BRAYAN
06/05/2023 LOWERY, LUKE
06/05/2023 MERAZ, MANUEL
06/05/2023 MONTERO, JUAN DIEGO
06/05/2023 NIEVES, ANGELO
06/05/2023 PEREZ, JOEL
06/05/2023 TOVAR, ALEXIS
06/06/2023 ALVA-VALENCIA, GABRIEL
06/06/2023 DOMINICK, JACOB
06/06/2023 GONZALEZ-RUIZ, NOE
06/06/2023 JUAREZ HERNANDEZ, JORGE
06/06/2023 MARTINEZ, FELIX
06/06/2023 OROZCO, ALYSSA
06/06/2023 RIOS, JORGE
06/06/2023 YEPEZ, EDUARDO
06/06/2023 ZARCO, RAMIRO
06/07/2023 ARIZAGA, ANTONIO
06/07/2023 BARAJAS, DIEGO
06/07/2023 BARAJAS, JUAN PABLO
06/07/2023 CARMONA, RICARDO
06/07/2023 FLORES, FERNANDO
06/07/2023 GODOY, MICHAEL
06/07/2023 GONZALEZ, ETHANIEL
06/07/2023 RETANA, ERNESTO
06/07/2023 SERRANO, JASMINE
06/08/2023 HERNANDEZ ORTIZ, GABRIEL
06/08/2023 JUAREZ HERNANDEZ, DAISY
06/08/2023 TAPIA, OLIVER
06/08/2023 TOVAR, MAGALY
06/11/2023 GARCIA, LORENZ
06/11/2023 KORZELIK, DANIEL
06/12/2023 CAHUE, KARLA
06/12/2023 CONTRERAS-ORTIZ, ISABEL
06/12/2023 CORTEZ, KEVEN
06/12/2023 DAVILA, JULIAN
06/12/2023 MARTINEZ, LEONEL
06/12/2023 OLANO, SOPHIA
06/12/2023 ORTIZ, KAYLA
06/12/2023 RODRIGUEZ, MELISSA
06/12/2023 RODRIGUEZ VELARDE, GIOVANNI
06/12/2023 ROMERO, ERICK
06/12/2023 SANCHEZ, BRANDON
06/12/2023 SANTAMARIA, DHARMAH
06/13/2023 ACOSTA, ANTONIO
06/13/2023 CAMPOS, JOCELYN
06/13/2023 CHAVEZ, LILIANA
06/13/2023 SILVA, RONALD, A
06/14/2023 LOPEZ, FREDERIC
06/15/2023 BERGMAN, BRIANNA
06/15/2023 ROMAN, CHRISTIAN

DATE 10/05/23

EMPLOYEES BY

TCHR97

TIME 12:50:56

HIRE DATE

JJARAMILLO

HIRE DATE NAME

=====
CORPORATE

- 06/18/2023 ALANIS, ISAAC
06/19/2023 MARTINEZ, ELVIA
07/09/2023 RIVERA, JAVIER
07/10/2023 YOUNG, NICOLE
07/11/2023 CUNDARI, DEAN
08/04/2023 RODRIGUEZ, MELQUISEDEC
08/14/2023 VARGAS, ERIK
08/28/2023 ALEXANDER, CHERI
08/28/2023 BEDOY, BRIANNA
08/28/2023 FLORES-ORTEGA, YADIRA
08/28/2023 MAZUR, SARAH
08/28/2023 MEDRANO-CHAVEZ, NANCY
08/28/2023 NAVARETTE, HEDER
08/28/2023 ODONNELL, JENNIFER
08/28/2023 SCHILLO, NICOLE
08/28/2023 TAPIA-TELLO, MARCO
08/28/2023 TORRES, DANIEL
09/11/2023 CERVANTES, JONATHAN
09/11/2023 DIAZ, MARIA
09/11/2023 DICOSTANZO, FRANK
09/11/2023 HUITRON, IVAN
09/11/2023 MORAN, JONATHAN
09/11/2023 OLANDER, TAYLOR
09/11/2023 SCALISE, LUIGI
09/11/2023 TORNABENE, NICOLE
09/11/2023 TRACY, MICHAEL
09/14/2023 ARCOS ROCKS, LILIA
09/14/2023 CONTRERAS, SERGIO
09/21/2023 OROZCO, NATHAN
10/02/2023 GALVAN, RAMON

Total Employees: 948
Estimated Payroll Salary: 1,667,988.21

NOTE: Hourly rates not included in estimated payroll salary

DATE 10/05/23
TIME 12:50:56

EMPLOYEES BY
HIRE DATE

TCHR97
JJARAMILLO

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



Our Lady, *the* Mystical Rose Parish

Mary Queen of Heaven Church

October 3, 2023

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

Re: Permit for Day of the Dead / Día de los Muertos 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 Day of the Dead / Día de los Muertos Festival. The Event will consist of music & food run by MQH - Our Lady, the Mystical Rose Parish.

The planned for Day of the Dead Festival date and time will be the following:

Event:	Day of the Dead / Día de los Muertos Festival
Date:	Thursday, November 2 nd , 2023
Time:	12:00 P.M. to 11:00 P.M.
Where:	(Mary Queen of Heaven) it will require closing of the following streets: 53 rd Ave. (Between 24 th Street & 24 th Place)

We will obtain 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.

Thank you for your consideration. All of us at Our Lady, the Mystical Rose Parish are grateful for the assistance the Town of Cicero has given us over the years.

Gratefully yours,



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





September 29, 2023

Maria Punzo-Arias, Town Clerk
Town of Cicero
4949 W. Cermak Road
Cicero, IL 60804

Dear Ms. Punzo-Arias,

St. Mary Frances Parish is seeking approval for a temporary liquor permit from the Town of Cicero for our "Noche de Bandas" event to be held on Saturday, November 11, 2023 from 6:00 PM to 11:59 PM.

The event will take place in the St. Frances of Rome School auditorium, 1401 S. Austin Blvd, Cicero, IL 60804. It will consist of snacks, music, and dancing. Alcohol will also be sold.

Thank you for your assistance.

Sincerely,



Meg McKinley
Operations Director

cc: Cindy Dembowski, Director, Liquor Commission

• 1428 S. 59th Court • Cicero, IL 60804 • 708-652-2140 or 708-788-0876 •
office@stmaryfrances.org



September 29, 2023

Maria Punzo-Arias, Town Clerk
Town of Cicero
4949 W. Cermak Road
Cicero, IL 60804

Dear Ms. Punzo-Arias,

St. Mary Frances Parish is seeking approval for a temporary liquor permit from the Town of Cicero for our annual "Noche Bohemia" event to be held on Friday, November 24, 2023 from 7:00 PM to 11:59 PM.

The event will take place in the St. Frances of Rome School auditorium, 1401 S. Austin Blvd, Cicero, IL 60804. It will consist of snacks, music, and dancing. Alcohol will also be sold.

Thank you for your assistance.

Sincerely,



Meg McKinley
Operations Director

cc: Cindy Dembowski, Director, Liquor Commission

• 1428 S. 59th Court • Cicero, IL 60804 • 708-652-2140 or 708-788-0876 •
office@stmaryfrances.org



THE TOWN OF CICERO

Revenue Summary

Date: Fri Sep 1 2023 to Tue Oct 31 2023

Transaction Summary		
Revenue Code	Total Number Sold	Amount
TKT	2510	\$134,145
VT	960	\$46,245
Pet License	12	\$
Misc	203	\$10,150
Business License Fees	243	\$95,705
EL Parking Permit	5	\$150
Gas Tax	27	\$178,246.95
Cigarette Tax	2	\$9,600
Parking Lot Tax	4	\$2,540
ADMISSION TAX	3	\$21,763.11
CIRCUIT COURT CLERK	7	\$34,636.49
SETTLEMENT OF SUITS	6	\$4,048
NEWSLETTER ADVERTISEMENTS	1	\$300
CABLEVISION FRANCHISE	1	\$58,728.28
RENTAL INCOME	6	\$16,921
RTA METRA LOT FEES	1	\$215.2
STATE GRANTS	2	\$4,831.09
REIMBURSEMENTS	4	\$9,608.86
MUNI UTILITY ELECT TAX	1	\$167,797.68
Town Sealer	16	\$1,400
Special Events	10	\$7,600
HV	13	\$4,500
AO	211	\$27,750
Dumpster Permit	39	\$925
Building Fee	498	\$274,096
Fine	6	\$800
Occ Fee	12	\$5,170

Plumbing Inspection	58	\$14,680
Plan Review Fee	24	\$24,940
Court Recording Fee	5	\$284.25
Compliance	1	\$60
Electrical Permits	102	\$19,612
Sign Inspection	21	\$2,706
Vacant Building Registration	8	\$1,600
Elevator Inspections	2	\$370
Credit Card Surcharge Fee	1474	\$3,871.53
additional compliance inspection fee	13	\$650
Transfer Stamps	88	\$296,190
Escrow	45	\$100
Escrow Processing Fee	43	\$4,300
Dog Park Permit	1	\$5
Compliance	56	\$7,680
Business License Application	15	\$1,625
AO Reopening Fee	8	\$650
Reserved Handicap Parking	25	\$1,770
Municipal Parking Lot Permit	29	\$3,420
		Total Sales: \$1,502,386.44

Receipts by Payment Code Report

Payment Date Range 09/01/23 - 09/30/23
Summary Listing

Payment Code	Grant	Default Bank Account	Number of Transactions	Total Amount Collected
Payment Category	Default Category - Conversion			
Default Category				
305 - DENTAL FEES		Cicero Accounts Payable	14	8,749.05
651 - FOOD SERVICE PERMIT/INSP FEES		Cicero Accounts Payable	8	6,700.00
672 - TOWING & STORAGE FEES		Cicero Accounts Payable	26	57,560.00
983 - NET MEDICAL SUPPLIES		Cicero Accounts Payable	13	7,163.44
	Payment Category	Default Category - Conversion	Default Category	Totals
			61	\$80,172.49
		Grand Totals	61	\$80,172.49

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 2, SECTION 2-2 OF THE CODE OF ORDINANCES OF THE TOWN OF CICERO, ILLINOIS AND AMENDING THE INTERIM PURCHASING POLICY FOR THE TOWN OF CICERO, ILLINOIS FOR THE TOWN OF CICERO, COUNTY OF COOK, STATE OF ILLINOIS.

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

WHEREAS, the Corporate Authorities of the Town 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 said 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”) previously adopted the Interim Purchasing Policy (the “Policy”) to establish a uniform system for purchasing supplies, equipment, or services within the Town; and

WHEREAS, the Policy further ensures that all purchases are accompanied by proper documentation; and

WHEREAS, the Town recently implemented a new software system for purchase orders and invoices; and

WHEREAS, in light of the new software system, the Corporate Authorities have determined that it is in the best interests of the Town and its employees to update and amend the Policy; and

WHEREAS, the amended Policy is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Corporate Authorities have determined that it is necessary for conducting Town business and the effective administration of government that the Town adopt the amended Policy and to amend Chapter 2, Section 2-2 of the Code of Ordinances of the Town of Cicero, Illinois (the “Town Code”) to reflect such changes; and

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

**ARTICLE I.
IN GENERAL**

Section 1.00 Incorporation Clause.

The President and the Town Board 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.

Section 2.00 Purpose.

The purpose of this Ordinance is to amend the Policy to be used by Town Department Heads or their designees when purchasing products or services for the Town, to take all necessary steps to carry out and effectuate the guidelines of the Policy, and to amend Chapter 2, Section 2-2 of the Town Code to reflect such changes.

ARTICLE II.
AMENDMENT TO CHAPTER 2, SECTION 2-2 OF THE CODE OF
ORDINANCES OF THE TOWN OF CICERO, ILLINOIS

Section 3.00 Amendment to Chapter 2, Section 2-2.

That Chapter 2, Section 2-2 of the Town Code is hereby amended to read as follows:

Authorization for purchase of supplies.

It is declared to be unlawful for any Town official or Town employee to purchase supplies or articles of any kind for the Town, in an amount equal to or greater than ~~ten~~ fifteen thousand and no/100 U.S. dollars (~~\$10,000.00~~) (\$15,000.00), without such purchase having been previously authorized by the Town President and the Board of Trustees. It shall be the sole duty of each Town Department Head to ensure that there are adequate funds in their department's budget prior to carrying out any purchase.

Section 3.01 Other Actions Authorized.

The Policy is hereby adopted in amended form as set forth in Exhibit A. 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 the amended Policy, 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 and to effectuate the goals of this Ordinance.

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

Section 4.00 Headings.

The headings for 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, clause, sentence, paragraph, sub-paragraph, section, or part 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. It is hereby declared to be the legislative intent of the Town Board that this Ordinance would have been adopted had not such unconstitutional or invalid provision, clause, sentence, paragraph, sub-paragraph, section, or part thereof been included.

Section 6.00 Superseder.

All code provisions, ordinances, resolutions, 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 in full force and effect upon its passage, approval, and publication as required by law.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

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

	YES	NO	ABSENT	PRESENT
Virruso				
Cundari				
Reitz				
Garcia				
Porod				
Cava				
Vargas				
(President Dominick)				
TOTAL				

APPROVED by the President on _____, 2023

LARRY DOMINICK
PRESIDENT

ATTEST:

MARIA PUNZO-ARIAS
TOWN CLERK

EXHIBIT A

INTERIM PURCHASING PROTOCOL FOR TOWN OF CICERO DEPARTMENT HEADS

OVERVIEW OF PURCHASING POLICY

The following is intended as a guideline for Town of Cicero Department Heads and their appointed designees, in processing purchase requests.

The primary rules for purchase authorizations is that each **DEPARTMENT HEAD** is **ULTIMATELY** responsible for purchases charged to his or her department. Therefore, prior to initiating any purchase, the department head must confirm that his or her department has sufficient **BUDGETED DOLLARS** to finance the intended acquisition.

PURCHASES TOTALING FIFTEEN THOUSAND DOLLARS OR MORE

As a general rule, all purchase requests or invoices for goods and services rendered in an amount of fifteen thousand and no/100 U.S. dollars (\$15,000.00) or greater, must be presented to the Board of Trustees of the Town for approval with a memorandum requesting such approval from the Board and three (3) competitive bids and/or proposal must accompany the purchase request. **Please note that this section does not apply to services requiring unique skill or knowledge including, without limitation, professional services. If for any reason bids could not be obtained, the Department Head shall state the reasons why in his or her memorandum to the Board and request that the Board waive the bidding requirement.

PURCHASES TOTALING LESS THAN FIFTEEN THOUSAND DOLLARS AND REIMBURSEMENTS

1. Prior to the purchase of goods or services, the Department Head shall confirm appropriate funds are available in the Department's budget.
2. All invoices for purchases for less than Fifteen Thousand no/100 U.S. dollars (\$15,000.00) shall be submitted to the Clerk's Office for payment by use of the Town's NWERP software system. All vendor invoices and receipts must be attached electronically to the invoice entry in the NWERP software.
3. All invoices must be approved for payment by the Department Head, or an alternate designee determined by the Department Head prior to submittal to the Clerk's Office.

4. The Department Head must submit written authorization to the Clerk's Office indicating which staff members are allowed to enter and/or approve invoices on behalf of the Department.
5. All invoices must be submitted for payment and approved by the Clerk's Office prior to the deadline before each Board meeting. Deadlines will be determined and announced by the Clerk's Office.
6. It is the Department Head's responsibility to ensure proper training of the software is obtained by all staff using the system. Training is available by request through the Clerk's Office.
7. Town Department Heads and their designees shall no longer be required to create purchase orders in the Town's software system. All purchases and invoices shall be entered as invoices for accounting purposes.
8. Department Head Reimbursements shall be approved by the Clerk's office except where there is a conflict of interest (such as Clerk's office approving Town Clerk's reimbursement). Reimbursements shall be submitted to the Clerks office using accounting software. If there is a conflict of interest, the Department Head reimbursement shall be reviewed and approved by the Finance Department.

In order to preserve the concept of departmental control over departmental expenditures, the revised policy will require that for all invoices for goods or services totaling less than five hundred and no/100 U.S. dollars (\$500.00) the following actions be taken:

1. The invoice must be imprinted with a rubber stamp that will be provided by the Town Clerk's Office. If the invoice does not contain enough blank space to accommodate the rubber stamp, stamp the back of the invoice or a blank sheet of paper and attach the same to the invoice.
2. In the spaces provided by the stamp, the following information must be provided to ensure timely processing by the Clerk's Office.
3. Payment authorization signature by the Department Head.
4. Payment authorization date shall be included.
5. Appropriate account coding (as established by the President or his designee).
6. Upon completion of the abovementioned steps, the stamped invoices should be routed to the Clerk's Office for further payment processing and inclusion in the next warrant.

For questions regarding this purchase policy contact Amanda Wolff at extension 270 or Jessica Jaramillo-Flores at extension 227. **Please note that this section does not apply to anything falling under the section, entitled “Centralized Purchasing.”

FOR THE USE OF TOWN CREDIT CARDS

Department Heads may request that the Town Clerk’s office issue a Town Credit card. The Town President shall approve or deny such requests. The Town Clerk’s office shall inform any such Department Head of the credit limit available for use. Town credit cards shall be used exclusively for Town related purchases.

All receipts must be turned in to the Clerk’s Office upon the initiation of each charge.

CENTRALIZED PURCHASING

1. The purchasing funding for all printing, print advertising, form printing, etc. has been centralized under the Town’s Public Relations Department. For these requests contact Ray Hanania at extension 855.
2. The acquisition of all computer software and hardware, including all personal computers, workstations, computer supplies, etc. has been centralized under the Town’s Information Technology Department. For these requests contact Amanda Wolff at extension 270.
3. All automobile acquisitions, except for the Cicero Police Department, have been centralized under the Fleet Maintenance Department. For these requests contact Dan Wolff at (708) 227-9578.
4. The purchasing of the following items has been centralized under the Town’s Purchasing Department. For these requests contact Mary Lou Schvach at extension 232 or 380.
 - Office and equipment supplies
 - Uniforms (excluding the uniforms of the fulltime members of the Cicero Police Department and Cicero Fire Department)
5. All purchasing of janitorial supplies, coffee supplies and drinking water has been centralized under the Maintenance Department. For these requests contact James Wood at extension 291.
6. All service contracts with an annual cost of three thousand and no/100 U.S. dollars (\$3,000.00) or greater and any intergovernmental agreement must be reviewed and approved by the Office of the Town Attorney. For these requests contact Michael T. Del Galdo at extension 222.

7. All consultants providing services for the Town must have a written agreement reviewed and approved by the Office of the Town Attorney. The Town Attorney must approve the agreement prior to placing any expenditure on a semi-monthly warrant for payment. For these requests contact Michael T. Del Galdo at 222.

ANNUAL BUDGET

For purposes of preparing an annual budget, each Department Head will be required to send a list of all vendors utilized by that Department, which list shall include descriptions of goods and monies paid for such goods, to the Town President. Please send your vendor list to the Town President no later than January 31 for the prior calendar year.

EXPENDITURES RELATED TO GRANT PROGRAMS OR AWARDS

The Town has adopted a Grant Administration Policy for the Town. Any Department Head or designee utilizing grant funds shall abide by the Grant Administration Policy. In the event of any conflict between the Grant Administration Policy and this Policy related to the use or expenditure of grant funds, the Grant Administration Policy shall control.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AND APPROVING A CERTAIN INVOICE FROM AIR ONE EQUIPMENT, INC. FOR TURNOUT GEAR PROVIDED TO THE CICERO FIRE DEPARTMENT 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 safety and well-being of the Town residents; and

WHEREAS, Air One Equipment, Inc. (“Air One”) has provided the Town with an invoices (the “Invoice”), a copy of which is attached hereto and incorporated herein as Exhibit A, whereby Air One has provided the Town’s Fire Department (the “Fire Department”) with six (6) sets of new turnout gear and related equipment (the “Equipment”) for members of the Fire Department; and

WHEREAS, the Town’s Fire Chief has recommended approval of payment of the Invoice for the Equipment; 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 Equipment;

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 Invoices for the Equipment, 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 Equipment 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 purchase of the Equipment is 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:

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

APPROVED by the President on _____, 2023

LARRY DOMINICK
PRESIDENT

ATTEST:

MARIA PUNZO-ARIAS
TOWN CLERK


EXHIBIT A



CICERO FIRE DEPARTMENT
TOWN OF CICERO
OFFICE OF THE FIRE CHIEF

To: Maria Punzo-Arias – Town Clerk

From:


Jeffrey Penzkofer
Fire Chief
Cicero Fire Department

Date: 09/27/23

Subject: Air One Equipment invoice for the purchase of new Firefighting turnout gear

Clerk Punzo-Arias,

Attached is an invoice from Air One Equipment, Inc. The invoice, #197831 in the amount of \$18,308.00 is for the purchase of six (6) sets of new and replacement firefighting turnout gear for members of our Fire Department. The purchase of this firefighting gear will outfit new members of the department, in addition to, replacing worn or expired gear for existing members.

I am respectfully requesting that this invoice be submitted and approved by the Cicero Town Board at the next Town of Cicero Board meeting. Please feel free to contact me if you have any questions or concerns. Thank you.



360 Production Drive
 South Elgin, IL 60177
 Phone: 847-289-9000
 Fax: 847-289-9001
 Email: airone@aone.net

Invoice

Date	Invoice #
9/13/2023	197831

Bill To
CICERO FIRE DEPT. 5303 WEST 25TH STREET CICERO, IL 60804-3435

Ship To
CICERO FIRE DEPARTMENT A/C JOHN MILLER 5303 WEST 25TH STREET CICERO, IL 60804

Customer P.O. No.	S.O. No.	Terms	Due Date	Ship Date	Ship Via	Rep
	122121	Net 45	10/28/2023	9/7/2023	DROP SHIP	JG

Item	Description	Qty	B/O	Price	Amount
CICERO GXL COAT	GLOBE: CICERO SPEC G-XCEL BUNKER COAT - BLACK RAVZI GORGAN PURDY RAMIREZ IBARRA	5	0	1,679.00	8,395.00
CICERO GXL COAT	CICERO SPEC G-XCEL BUNKER COAT - WHITE	1	0	1,679.00	1,679.00
CICERO GPS PANTS	LYTTEK CICERO SPEC GLOBE PANT SYSTEM - BLACK LYTTEK AVZI GORGAN PURDY RAMIREZ IBARRA	6	0	1,364.00	8,184.00
SHIPPING & HANDLING	SHIPPING & HANDLING	1		50.00	50.00

A 3% processing fee will be added to credit card charges over \$500.00.

Effective Jan 1, 2021, all returns after 30 days of delivery will incur a 20% restocking fee. Items ordered in connection with natural disasters, pandemic or like situations cannot be returned and orders for such items cannot be cancelled after 10 days of Seller's receipt.

Total	\$18,308.00
Payments/Credits	\$0.00
Balance Due	\$18,308.00

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE TOWN PRESIDENT TO ENTER INTO A CERTAIN AGREEMENT WITH IMAGETREND, INC. FOR IMAGETREND ELITE EMS 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 the efficient operation of government; and

WHEREAS, the Loyola Hospital system utilizes a software system known as ImageTrend Elite EMS (the “System”) to communicate emergency medical services (“EMS”) calls to participating hospitals; and

WHEREAS, the Cicero Fire Department (the “Department”) desires to acquire and utilize the System from ImageTrend, Inc. (“ImageTrend”), as this System is required to collaborate with the Loyola Hospital System; and

WHEREAS, ImageTrend has provided the Department with a certain agreement (the “Agreement”) attached hereto and incorporated herein as Exhibit A, which sets forth the terms, covenants and conditions under which ImageTrend will provide the System to the Town; and

WHEREAS, in a memorandum, attached hereto and incorporated herein as Exhibit B, the Fire Chief of the Department has requested that the Town purchase the System from ImageTrend; 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 in accordance with the Agreement's terms, or any modifications thereof, and to further authorize the President, or his designee, to take all steps necessary to carry out the terms and intent of this Resolution.

**ARTICLE II.
AUTHORIZATION**

Section 3.0 Authorization.

That 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 consistent with the intent of this Resolution. The Town Board further 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 Resolution. The Town Clerk is hereby authorized and directed to attest to and countersign the Agreement 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.

**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:

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

APPROVED by the President on _____, 2023

LARRY DOMINICK
PRESIDENT

ATTEST:

MARIA PUNZO-ARIAS
TOWN CLERK

EXHIBIT A



CICERO FIRE DEPARTMENT
TOWN OF CICERO
OFFICE OF THE FIRE CHIEF

To: Maria Punzo-Arias – Town Clerk

From:



Jeffrey Penzkofer
Fire Chief
Cicero Fire Department

Date: 09/27/23

Subject: ImageTrend – “Piggyback” Agreement for Elite EMS Add-on Agency

Clerk Punzo-Arias,

Attached is a “Piggyback” agreement from ImageTrend, Inc. for a software product called ImageTrend Elite EMS, the required application that our ambulance crews use in the Loyola Hospital system to communicate with area hospitals during emergency medical calls. The ImageTrend agreement 00007865.0 in the amount of \$14,275.00 is attached for consideration by Town of Cicero President Larry Dominick and the Board of Trustees.

Loyola Hospital is moving away from the current product by Zoll in place of this new application from ImageTrend. This change in EMS management platform requires the Cicero Fire Department to be in compliance with Loyola Hospital’s patient data collection and management methods, thus the need for the attached agreement. The highlighted charges represent one-time setup fees, expected recurring annual charges and the optional CAD distribution service.

I am respectfully requesting that this agreement be submitted and approved, by the Cicero Town Board, at the next Town of Cicero Board meeting. Please feel free to contact me if you have any questions or concerns. Thank you.

PIGGYBACK AGREEMENT

Contract Details			
Master Contract Number ("Master Contract")	00007229.0	Piggyback Contract Number	00007865.0

This Piggyback Agreement (hereinafter referred to as this "Agreement" or "Piggyback") is binding as of the date executed by the last of the parties named below:

BETWEEN: ImageTrend, LLC, a Minnesota corporation (hereinafter "ImageTrend")

AND: Cicero Fire Department (hereinafter "Client")

The Client and ImageTrend mutually agree establish a contractual relationship between Cicero Fire Department and ImageTrend, LLC based on the terms first established between Loyola University Medical Center ("Regional Administrator") and between Good Samaritan ("System Administrator") and ImageTrend.

Purpose. The purpose of this Piggyback is to procure the following items as outlined below in the Price Sheet attachment. The good delivery date or service period(s) will begin on the date of the last signature hereto ("the Effective Date").

Master Agreement Incorporated by Reference. The body of the Master Contract (e.g. excluding the attachments and exhibits) between System Administrator and ImageTrend is hereby incorporated by reference as the terms for this Piggyback. The attachments and exhibits to this Agreement replace the exhibits and attachments of the Master Contract, for purposes of this Agreement. Where the System Administrator's name appears in the Master Contract, for purposes of this Agreement, all instances are replaced with the Client's name as detailed in this Agreement. The attachments and exhibits to this Agreement, and the incorporated body of the Prime Contract as detailed in this section, form the complete Agreement between the Parties related to the topics herein.

System Administrator's Rights. To the degree this Piggyback Agreement is made with Client to use functionality or make decisions regarding the modification, disposition, operation, usage, or non-usage of goods or services originally procured for Client by System Administrator or other party to the Master Agreement (e.g. System Administrator's ImageTrend provided software systems), Client's rights are subordinate to those of the parties to the Master Contract. To the degree Client's requests require modification or otherwise impact the parties to the Master Contract, Client must seek and obtain written permission from the affected parties in the Master Contract (i.e. System Administrator). Should System Administrator deny this permission, ImageTrend may rightfully withhold performance under this Agreement to the extent it is not permitted by System Administrator, or not permitted by law or regulation in ImageTrend's sole interpretation. CLIENT is advised ImageTrend is a Business Associate and/or under data confidentiality provisions to the System Administrator and has duties under HIPAA and other data privacy laws which may not be waived or modified without System Administrator's written consent.

Regional Administrator's Rights. Regional Administrator shall maintain all EMS reporting pursuant to Regional Administrator's standards and system policies (i.e. run forms).

Out of Scope. Any service or good not described herein is out-of-scope. Out of Scope custom software development is \$225.00/hour and performed only under mutually agreed upon Statement of Work. Other goods and services are available via separate quote from ImageTrend.

IN WITNESS WHEREOF: the undersigned parties, each having authority to bind their respective organizations, hereby agree.

Client _____

ImageTrend _____

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PRICE SHEET AND WORK ORDER ATTACHMENT

The prices below are based on the following SaaS transaction volumes, as provided by Client:
6,300 Incidents annually

One Time Fees

Description	SKU	Unit Price	Qty	Extended Amount
Direct Messaging Connection Fee - Per Agency Connection	ELT.002.010.029	\$200.00	3	\$600.00
Elite™ EMS Add-on Agency Setup	ELT.003.002.004	\$700.00	1	\$700.00
Total One-Time Fees:				\$1,300.00

Recurring Fees

Description	SKU	Unit Price	Qty	Extended Amount
Elite™ EMS Add-on Agency - SaaS *Includes Elite™ Field	ELT.001.002.011	\$1.25	6,300	\$7,875.00
Standard Direct Messaging - EMS Agency	ELT.002.010.023	\$1,600.00	1	\$1,600.00
Total Recurring Fees:				\$9,475.00
TOTAL YEAR 1:				\$10,775.00

Send Invoices To:

Mike Piekarski
mpiekarski@thetownofcicero.com
5303 W. 25th Street
Cicero, IL 60804

Payment Terms:

1. "One Time Fees" are due once upon contract signature.
2. "Recurring Fees" are annual fees which recur each year. They are due on each anniversary of the fee, with the start date beginning upon contract signature. The Recurring Fees will escalate in price annually by 7% beginning one year from the last signature hereto and each year thereafter.
3. ImageTrend may temporarily suspend performance (e.g. cease to provide access, hosting, support) due to Client's breach of contract provided Client shall have 30 days to cure such breach before ImageTrend may suspend performance.
4. ImageTrend may charge to Client a late fee of 1.5% per month, or the highest rate allowed under the law, whichever is lower, on any overdue amounts. Client also agrees ImageTrend may charge to Client all reasonable costs and expenses of collection, including attorneys' fees where, in ImageTrend's discretion, payments are consistently deficient or late.
5. All Annual SaaS Fees are based upon anticipated transaction volumes (as provided by Client) and are subject to an annual usage audit. ImageTrend reserves the right to increase fees in accordance with increased transaction volume per the Unit Price listed in the tables above.

6. ImageTrend will not be responsible for third-party fees related to this Agreement unless specifically outlined by this Agreement

Optional Items

Items in the table below are not goods or services currently contracted or provided by this Agreement, rather, they are included to allow Client to add those goods or services by first providing written notice to ImageTrend, subsequently ImageTrend will provide Client with a Work Order for the Optional item, and upon Client’s signature of that Work Order, ImageTrend will begin the work.

Product	SKU	Unit Price	Description
Auto Export to NEMESIS v3 Web Service	ELT.002.009.005	\$3,500.00	A NEMESIS 3.3.4 or 3.4.0 file can be automatically pushed to a NEMESIS v3 web service (agency’s or biller’s) based on specific criteria being met (i.e. incident status is ‘Ready for Billing’, incident is locked, etc.).
Connect Conference Registration (per Attendee)	ELT.007.004.001	\$645.00	This includes the pre-purchase of the conference registrations in the contract. ImageTrend Connect is an annual user’s conference that offers education from those who know the industry and ImageTrend best - your peers and the ImageTrend team. Attendees come from nationwide to connect with and learn from each other, share ideas and processes, examine key issues, celebrate successes and discuss challenges. This does not include travel or accommodations.
Webinar Training 2hr Session	ELT.006.003.009	\$450.00	Training sessions that are completed via webinar (maximum of 2 hours per session). Topics can include administrator or user education, in-depth education on various modules or features of the system, or learning how to better use Report Writer.
CAD Distribution	ELT.002.007.001	\$3,500.00	The ability to easily integrate CAD data into run reports is very beneficial in ensuring accurate data. CAD data can be obtained via a file export, a query or it can be sent directly to the ImageTrend web service. Only fields listed in the CAD integration workbook are available for population through the integration.
Other CAD Vendor	ELT.002.007.019	\$0.00	

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AND APPROVING A CERTAIN INVOICE FROM IMAGETREND, INC. FOR FIRE DEPARTMENT RECORDS MANAGEMENT SOFTWARE 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 the efficient operation of government; and

WHEREAS, the Cicero Fire Department (the “Department”) previously entered into an agreement, incorporated herein by reference, to utilize software from ImageTrend, Inc. (“ImageTrend”) as its Records Management System provider; and

WHEREAS, ImageTrend has provided the Department with an invoice (the “Invoice”), attached hereto and incorporated herein as Exhibit A, for the continued use of the Records Management System; and

WHEREAS, in a memorandum, attached hereto and incorporated herein as Exhibit B, the Fire Chief of the Department has requested that the Town approve the Invoice; and

WHEREAS, the Corporate Authorities have determined that it is in the best interests of the Town and its residents to authorize and approve the Invoice; 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 approve payment 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 payment 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 purchase of the Services is 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:

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

APPROVED by the President on _____, 2023

LARRY DOMINICK
PRESIDENT

ATTEST:

MARIA PUNZO-ARIAS
TOWN CLERK

EXHIBIT A

EXHIBIT B



**CICERO FIRE DEPARTMENT
TOWN OF CICERO
OFFICE OF THE FIRE CHIEF**

To: Maria Punzo-Arias – Town Clerk

From:



Jeffrey Penzkofer
Fire Chief
Cicero Fire Department

Date: 09/25/23

Subject: ImageTrend Software Invoice #144957 for Fire Department Records Management

Clerk Punzo-Arias,

Attached is an invoice from ImageTrend, Inc., the software vendor that provides the records management solution that the Fire Department uses to manage its fire call activity. The invoice, #144957 in the amount of \$16,297.42 is for the annual service agreement for the dates listed between 08/31/23 to 08/30/24.

The Cicero Fire Department was able to secure a reduction of \$12,854.40 in the expected annual expenses for the ImageTrend software. Attached is the new invoice, as well as, the list of items no longer in use by the Fire Department. Also attached are copies of the signed agreement between ImageTrend and the Town of Cicero, as well as, the legislation that was passed by the Cicero Town Board on 12/28/21.

I am respectfully requesting that this invoice be submitted and approved by the Cicero Town Board at the next Town of Cicero Board meeting. Please feel free to contact me if you have any questions or concerns. Thank you.



Remit To:

ImageTrend, Inc.
20855 Kensington Blvd.
Lakeville, MN 55044

Phone: 952-469-1589

Email: invoices@imagnetrend.com

Bill To:

Cicero Fire Department
Gregory Fithian
5303 W. 25th Street
Cicero IL 60804

Invoice Number 144957
Invoice Date 8/24/2023
Terms Net 30
PO Number
Order Number 18730
Customer Number 3317

Ship To:

Cicero Fire Department
Gregory Fithian
5303 W. 25th Street
Cicero IL 60804

Item Name	Description	Qty	Unit Price	Total
Elite Fire SaaS	Annual Fee	1	\$12,727.71	\$12,727.71
CAD Distribution	Annual Fee Other Vendor	1	\$3,569.71	\$3,569.71

Invoice Sub-Total \$16,297.42
Taxes \$0.00
Invoice Total \$16,297.42

Thank you for your business!

Please include customer number and invoice number on your payment.

SOFTWARE OR SERVICES AGREEMENT AMENDMENT

Contract Details			
Original Contract Number ("Original Contract")	00003872.0	Amendment Contract Number	00007403.0

This Agreement (hereinafter referred to as this "Agreement") is made as of the date executed by the last of the parties named below:

BETWEEN: ImageTrend, LLC, Minnesota corporation (hereinafter "ImageTrend")

AND: Cicero Fire Department (hereinafter "Client").

The Client and ImageTrend mutually agree to the following changes to the Original Contract between Cicero Fire Department and ImageTrend, LLC.

- The following Products will be deleted from the Master Software and Services Agreement:
 - Slate™ Text/SMS
 - Continuum® Fire Content Package
 - Continuum®
 - Slate™
- This Amendment is coterminous with the Original Contract. The Original Contract's term remains the same. All other terms and conditions remain the same.

IN WITNESS WHEREOF: the undersigned parties, each having authority to bind their respective organizations, hereby agree.

<u>Client</u>	<u>ImageTrend</u>
Signature: 	Signature: 
Print Name: Gregory Fithian	Print Name: Joseph T. Graw
Title: Deputy Fire Chief	Title: President/CEO
Date: Jul 12, 2023	Date: Jul 12, 2023

Client Name: Gregory Fithian
Agency Name: Cicero Fire Department
Client email: gfithian@thetownofcicero.com

DATE: August 17, 2023

CLIENT ACKNOWLEDGEMENT OF RECEIVED DATA

CLIENT acknowledges that they have received all data extracted from Client's Slate Site and ImageTrend has fulfilled its obligation to supply the CLIENT's data.

CLIENT's responsibility to generate Slate data (ImageTrend recommends generating the Time Card – Hours Worked by Calendar Day report).

CLIENT expressly agrees and acknowledges they have received their data and Confidential Information and ImageTrend has fulfilled all obligations with respect to the CLIENT's data, and return or deletion of Confidential Information.

APPROVED AS:

By 

Name: Gregory S. Fithian

Title: Deputy Chief

Dated: 08/18/23

Invoice

**Remit To:**

ImageTrend, Inc.
20855 Kensington Blvd.
Lakeville, MN 55044

Phone: 952-469-1589

Email: invoices@imagetrend.com

Bill To:

Cicero Fire Department
Jordan Davis
5303 W. 25th Street
Cicero IL 60804

Invoice Number 144957
Invoice Date 8/24/2023
Terms Net 30
PO Number
Order Number 18730
Customer Number 3317

Ship To:

Cicero Fire Department
Jordan Davis
5303 W. 25th Street
Cicero IL 60804

Item Name	Description	Qty	Unit Price	Total
Slate™ Text/SMS	Annual Fee	1	\$1,030.00	\$1,030.00
Fire Content Package	Annual Fee	1	\$2,575.00	\$2,575.00
Elite Fire SaaS	Annual Fee	1	\$12,727.71	\$12,727.71
CAD Distribution	Annual Fee Other Vendor	1	\$3,569.71	\$3,569.71
Base Continuum	Annual Fee	1	\$4,120.00	\$4,120.00
Slate™	Annual Fee	1	\$5,129.40	\$5,129.40

Invoice Sub-Total \$29,151.82
Taxes \$0.00
Invoice Total \$29,151.82

Thank you for your business!

Please include customer number and invoice number on your payment.

RESOLUTION NO. 140-21

A RESOLUTION AUTHORIZING THE TOWN PRESIDENT TO ENTER INTO A CERTAIN AGREEMENT WITH THE IMAGETREND, 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 the efficient operation of government; and

WHEREAS, the Cicero Fire Department (the “Department”) desires to acquire and utilize software from ImageTrend, Inc. (“ImageTrend”) as its Records Management System provider; and

WHEREAS, ImageTrend would provide a cloud-based application to serve as a replacement for the Firehouse Software that the Department has used since 2005; and

WHEREAS, Firehouse Software has been absorbed by another company which is discontinuing the current product to be replaced by their own records management solution; and

WHEREAS, ImageTrend has provided the Department with a certain agreement (the “Agreement”) and quote (the “Quote”), attached hereto and incorporated herein as Group Exhibit A, which sets forth the terms, covenants and conditions under which ImageTrend will provide their software; and

WHEREAS, in a memorandum, attached hereto and incorporated herein as Exhibit B, the Fire Chief of the Department has requested that the Town purchase the software (the “Software”) from ImageTrend; 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 Quote; 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 in accordance with the Agreement's terms, or any modifications thereof, and to further authorize the President, or his designee, to take all steps necessary to carry out the terms and intent of this Resolution.

ARTICLE II. AUTHORIZATION

Section 3.0 Authorization.

That the Town Board hereby authorizes and directs the President, or his designee, to enter into and approve the Agreement and Quote in accordance with its terms, or any modification thereof, and to ratify any and all previous action consistent with the intent of this Resolution. The Town Board further 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 Resolution. The Town Clerk is hereby authorized and directed to attest to and countersign the Agreement 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.

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.

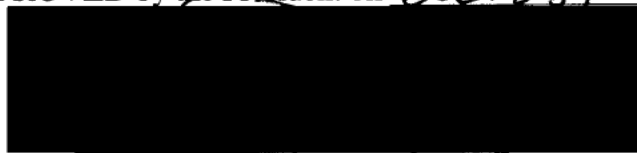
This Resolution shall be effective and in full force immediately upon passage and approval.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

ADOPTED this 28th day of December 2021, pursuant to a roll call vote as follows:

	YES	NO	ABSENT	PRESENT
Viruso	X			
Cundari	X			
Reitz	X			
Garcia	X			
Banks			✓	
Porod			✓	
Cava	X			
(President Dominick)	—	—	—	—
TOTAL	5	0	2	0

APPROVED by the President on Dec. 28, 2021



LARRY DOMINICK
PRESIDENT

ATTEST:



MARIA PUNZO-ARIAS
TOWN CLERK

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AND APPROVING CERTAIN INVOICES FROM LEGACY FIRE APPARATUS FOR SERVICES PROVIDED 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 the efficient operation of government; and

WHEREAS, Legacy Fire Apparatus (“Legacy”) has provided the Town with certain invoices (the “Invoices”), copies of which are attached hereto and incorporated herein as Group Exhibit A, whereby Legacy provided certain maintenance and repair services to the Cicero Fire Department for Fire Truck #1 and Fire Truck #2 (the “Services”); and

WHEREAS, the Cicero Fire Department has recommended approval of payment of the Invoices 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 Invoices 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 Invoices 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 Invoices for the Services 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 purchase of the Services is 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:

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

APPROVED by the President on _____, 2023

LARRY DOMINICK
PRESIDENT

ATTEST:

MARIA PUNZO-ARIAS
TOWN CLERK

GROUP EXHIBIT A



CICERO FIRE DEPARTMENT
TOWN OF CICERO
OFFICE OF THE FIRE CHIEF

To: Maria Punzo-Arias – Town Clerk

From:



Jeffrey Penzkofer
Fire Chief
Cicero Fire Department

Date: 09/27/23

Subject: Legacy Fire Apparatus – Cicero Fire Department Truck 1 & Truck 2 repair bills

Clerk Punzo-Arias,

Attached are two (2) invoices, from Legacy Fire Apparatus – Shorewood, totaling \$22,210.04. These invoices represent necessary repairs that were needed to Cicero Fire Department apparatus Truck #1 & Truck #2. The detailed attached invoices are for the service and repair of various components for each frontline ladder truck that were either in need of repair and/or overall replacement.

I am respectfully requesting that these invoices be submitted and approved for payment, by the Cicero Town Board, at the next Town of Cicero Board meeting. Please feel free to contact me if you have any questions or concerns. Thank you.

**Legacy Fire Apparatus-
Shorewood**

600 Earl Road
Shorewood, IL 60404
ben@legacyfireapparatus.com
630-388-9686



Invoice: **INV-18043**

Date: **8/8/2023**

Bill To
Cicero Fire Department
5303 West 25th Street
Cicero, IL 60804

Ship To
Cicero Fire
Department
5303 West 25th
Street
Cicero, IL 60804

Remit Payment To
Legacy Fire
Apparatus
600 Earl Road
Shorewood, IL
60404

Service Order	Terms	Due Date	Authorizer	Customer PO	Service Writer	Unit #
SO-6089	Net 30	9/7/2023	John Miller		Moersch, Nick	Truck 1

Item	Description	Quantity	Rate	Amount
PM: "A" Service				
Cause: Customer request				
(PM)				
Labor	Correction: Engine / Lubrication - Pumper / Change engine oil, transmission oil, service pump, service differentials. Lube chassis, inspect. - Completed: 8/2/2023	4.00000	\$150.00	\$600.00
Parts	Base charge for "A" service, chassis only. Engine oil, lube, transmission (exclude synthetic), gear lube, pump oil. Does not include filters!	1.00000	\$950.00	\$950.00
Parts	Oil Filter	1.00000	\$52.5915	\$52.59
Parts	Fuel Filter - NAPA Gold	1.00000	\$147.9725	\$147.97
Parts	Trans Filter	1.00000	\$123.54	\$123.54
Parts	Coolant Filter	1.00000	\$100.137	\$100.14
Parts	Oil Filter	1.00000	\$13.93	\$13.93
Subtotal				\$1,988.17

PM: "B" service				
Cause: Customer request				
(PM)				
Labor	Correction: Engine / Lubrication - Pumper / A over B - Completed: 7/27/2023	0.00000		\$0.00
Subtotal				\$0.00

Complaint: Replace batteries				
Cause: Customer request				
(Inspection)				
Labor	Correction: Chassis / Lighting & Electrical / Raised cab. Removed all battery connections an hold downs. Removed old batteries cleaned all connections. Installed batteries. Reinstalled all previously removed components - Completed: 7/27/2023	1.50000	\$150.00	\$225.00

Item	Description	Quantity	Rate	Amount
Parts	Battery Group 31 Stud 950CCA	4.00000	\$218.19	\$872.76
Parts	Inherent Core for Battery	4.00000	\$27.00	\$108.00
			Subtotal	\$1,205.76

Complaint: Replace front shocks

Cause: Customer request

(Inspection)

Labor	Correction: Chassis / Suspension / Tak-4 suspenssion. Jacked truck up and let suspension hang. Removed old shocks . Installed new shocks - Completed: 8/7/2023	2.00000	\$150.00	\$300.00
Parts	Front shocks	2.00000	\$772.9029	\$1,545.81
			Subtotal	\$1,845.81

Complaint: Front officer wheel oil hub cap broke. Inspection needed

Cause: Customer request

(Inspection)

Labor	Correction: Chassis / Tire & Wheels / disassemble and assess damage Need new wheel bearings an races New brakes needed - Completed: 7/31/2023	1.55000	\$150.00	\$232.50
			Subtotal	\$232.50

Complaint: Replace air dryer

Cause: Customer request

(Inspection)

Labor	Correction: Chassis / Air Brake / Removed old air dryer cartridge, old one well seized onto threads. Removed it. Cleaned all surfaces. Replaced oring and installed lube. Installed new filter - Completed: 7/31/2023	1.00000	\$150.00	\$150.00
Parts	Air Dryer Filter	1.00000	\$78.416	\$78.42
			Subtotal	\$228.42

Complaint: Replace air filter

Cause: Customer request

(Inspection)

Labor	Correction: Engine / Air Intake / Induction / Removed old connections . Removed old air filter. Transferee come over to new one. Installed new air filter - Completed: 7/27/2023	1.00000	\$150.00	\$150.00
Parts	air filter	1.00000	\$193.343	\$193.34
			Subtotal	\$343.34

Complaint: Replace multiple busted lights markers,warnings

Cause: Customer request

(Inspection)

Labor	Body / DOT lighting / Replace multiple busted lights markers,warnings - Completed: 8/7/2023	2.00000	\$150.00	\$300.00
Parts	Light brackets	4.00000	\$5.985	\$23.94
Parts	Amber lights	2.00000	\$4.165	\$8.33

85

Item	Description	Quantity	Rate	Amount
Parts	Whelen M6 Series LED Light, Red Light, Red Lens	2.00000	\$238.00	\$476.00
			Subtotal	\$808.27

Complaint: Replace multiple grab handles

Cause: Customer request

(Inspection)

Labor	Correction: Body / Body supports or sub structure / Rear grab rail missing on turn table ladder. Installed new grab rail assembly. Replaced grab handle mid ship Replaced rear curved grab handle Measured a new cut to proper sizes Mike- drilled new mounting holes for new handle . Tapped holes. Installed new handle rear - Completed: 7/31/2023	3.00000	\$150.00	\$450.00
			Subtotal	\$450.00

Complaint: Replace front brakes

Cause: Customer bearing cap cracked , no fluid caused bearing burn up

(Inspection)

Labor	Correction: Chassis / Air Brake / Had to heat an torch rotor bolts off. Front bearings an races replaced also Replaced front rotors , pads , cups New hub oil in each side - Completed: 8/2/2023	8.30000	\$150.00	\$1,245.00
Parts	Bearing set	2.00000	\$105.7485	\$211.50
Parts	No side plug oil gasket	1.00000	\$21.57	\$21.57
Parts	No side plug oil gasket	1.00000	\$21.57	\$21.57
Parts	Gear Lube, bulk	4.00000	\$6.61292	\$26.45
Parts	seal, bearing	2.00000	\$56.579	\$113.16
Parts	Rotor 22.5	2.00000	\$577.22	\$1,154.44
Parts	Pad Kit, Front	1.00000	\$414.316	\$414.32
Parts	Gasket, flange	2.00000	\$12.5825	\$25.17
			Subtotal	\$3,233.18

Complaint: Replace rear tail/brake/turn/warning light holders.

Cause: Customer request broken housing be replaced

(Inspection)

Labor	Correction: Chassis / Lighting & Electrical / Removed all 4 lights from housing cut at marked wires. Removed old housing off truck. Installed new housing and, Reconnected all lights - Completed: 7/31/2023	1.00000	\$150.00	\$150.00
			Subtotal	\$150.00

Complaint: A/C check up

Cause: Customer request

(Inspection)

Item	Description	Quantity	Rate	Amount
Labor	Correction: Chassis / Air Conditioning & Heating / A/C check up Drained system , vacuumed for 1 hr Recharged an installed new oil. Test ran - Completed: 8/1/2023	1.50000	\$150.00	\$225.00
Parts	Refrigerant	7.00000	\$16.94385	\$118.61
			Subtotal	\$343.61

Complaint: Service puc pump

Cause: Pm

(Inspection)

Labor	Correction: Engine / Driveability/ performance concern / Service Puc pump - Completed: 8/3/2023	0.75000	\$150.00	\$112.50
Parts	PUC/Trans	2.00000	\$121.945	\$243.89
			Subtotal	\$356.39

Unit: Truck 1 (29016) **VIN:** 4P1BCAGF5GA016058
2015 Pierce Aerial Ladder
Engine: 5,510 Hours
Pump: 0 Hours

Labor	\$4,140.00
Parts	\$7,045.45
Shop Supplies	\$41.40
Pre-Charge Subtotal	\$11,226.85
Exempt, IL (0% of \$7,086.85)	\$0.00
Total	\$11,226.85
Payments & Credits	\$0.00
Balance Due	\$11,226.85

**Legacy Fire Apparatus-
Shorewood**

600 Earl Road
Shorewood, IL 60404
ben@legacyfireapparatus.com
630-388-9686



Invoice: **INV-18044**

Date: **8/8/2023**

Bill To
Cicero Fire Department
5303 West 25th Street
Cicero, IL 60804

Ship To
Cicero Fire
Department
5303 West 25th
Street
Cicero, IL 60804

Remit Payment To
Legacy Fire
Apparatus
600 Earl Road
Shorewood, IL
60404

Service Order	Terms	Due Date	Authorizer	Customer PO	Service Writer	Unit #
SO-6098	Net 30	9/7/2023	John Miller		Moersch, Nick	Truck 2

Item	Description	Quantity	Rate	Amount
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Complaint: Turbocharger locked up

Cause: Turbocharger is original normal wear an tear cause vane failure

Labor	Correction: Engine / Air Intake / Induction / Raised truck cab. Drained engine coolant .Removed vgt actuator an then removed inlet and outlet connections to turbo. Removed all coolant connections removed oil drain tube. Removed all electrical. Removed old turbo from manifold. Reinstalled all previously removed components with new turbo/vgt. Connected insite and did install/calibrate procedure for VGT. Filled coolant - Completed: 8/7/2023	6.10000	\$150.00	\$915.00
Parts	Turbocharger	1.00000	\$6,858.036	\$6,858.04
Parts	Dirty Core for Turbocharger	-1.00000	\$1,564.0625	-\$1,564.06
Parts	Inherent Core for Turbocharger	1.00000	\$1,564.0625	\$1,564.06
Parts	VGT Actuator	1.00000	\$2,321.05	\$2,321.05
Parts	Dirty Core for VGT Actuator	-1.00000	\$378.00	-\$378.00
Parts	Inherent Core for VGT Actuator	1.00000	\$378.00	\$378.00
Parts	Green Coolant	6.00000	\$17.76	\$106.56
			Subtotal	\$10,200.65

Complaint: Source parts locally

Cause: Customer request

(Inspection)

Labor	Correction: Chassis / Chassis / International dealer Cummins Hodgkin - Completed: 8/4/2023	1.45000	\$150.00	\$217.50
			Subtotal	\$217.50

Complaint: Coolant level sensor broke off in tank

Cause: Old brittle sensor snapped off in coolant tank.

(Inspection)

Item	Description	Quantity	Rate	Amount
Labor	Correction: Engine / Cooling / After coolant was drained no check engine came present for LOW COOLANT. When it inspect sensor and sensor snapped. Attempted removal with a wrench but sensor snapped flush in tank. Drilled out sensor in 2 places and attempted multiple extractions. Eventually broke pieces up with punch. Managed thread repair . After sourcing parts locally installed the new updated sensor - Completed: 8/7/2023	1.00000	\$150.00	\$150.00
Parts	Coolant level switch	1.00000	\$390.04	\$390.04
			Subtotal	\$540.04

Unit: Truck 2 (134747) **VIN:** 4EN3AAA8191004747
 2009 E-one Truck
Engine: 9,473 Hours
Pump: 0 Hours

Labor	\$1,282.50
Parts	\$9,675.69
Shop Supplies	\$25.00
Pre-Charge Subtotal	\$10,983.19
Exempt, IL (0% of \$9,700.69)	\$0.00
Total	\$10,983.19
Payments & Credits	\$0.00
Balance Due	\$10,983.19

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE TOWN PRESIDENT TO ENTER INTO A RINK AFFILIATION AGREEMENT WITH THE CHICAGO BLACKHAWK HOCKEY TEAM, 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 owns and operates the Bobby Hull Community Ice Rink (the “Ice Rink”) for the benefit and enjoyment of residents and guests of the Town; and

WHEREAS, the Chicago Blackhawk Hockey Team, Inc. (the “Blackhawks”) have provided a Rink Affiliation Agreement (the “Agreement”), attached hereto and incorporated herein as Exhibit A, whereby the Town and the Blackhawks will partner together on various marketing efforts; 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 interest of the Town and its residents to enter into and approve 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 and to further authorize the President to take all steps necessary to carry out the terms of the Agreement 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 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, 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 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.

**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:

	YES	NO	ABSENT	PRESENT
Virruso				
Cundari				
Reitz				
Garcia				
Porod				
Cava				
Vargas				
(President Dominick)				
TOTAL				

APPROVED by the President on _____, 2023

LARRY DOMINICK
PRESIDENT

ATTEST:

MARIA PUNZO-ARIAS
TOWN CLERK

EXHIBIT A

August 31st, 2023

Rink Name
Rink Address
Rink Address
ATTN:

RE: Chicago Blackhawks 2023-2024 Rink Affiliation Program; Asset Trade

Dear [Rink Manager],

This Letter of Agreement (this “**LOA**”), dated effective as of August 31, 2023 (the “**Effective Date**”), is hereby entered into by and among Chicago Blackhawk Hockey Team, Inc. (“**Team**”), and (“**Rink Address**”) (“**Affiliate**”). Team has the right to operate a franchise in the National Hockey League (the “**NHL**”), which is a tenant and licensee of that certain sports and entertainment facility known currently as United Center, located at 1901 West Madison Street, Chicago, Illinois 60612 (the “**Arena**”), including the right to sell commercial sponsorships and other advertising rights within the Arena or otherwise. Team and Affiliate desire to provide certain promotional assets to each other in equal trade as set forth in greater detail on **Schedule A** attached hereto (the “**Inventory**”) and are entering into this LOA in furtherance of the foregoing.

1. *Term.* The term of this LOA (the “**Term**”) begins on August 31, 2023 and expires at midnight on June 30, 2024, unless terminated earlier pursuant to the terms hereof. Thereafter, this LOA will automatically renew for successive one (1) year terms until terminated as set forth herein. Each “**Calendar Year**” begins on July 1 and ends June 30.
2. *Team’s Obligations; Conditions and Limitations.* Each party hereby agrees to furnish to, or for the benefit of, the other party that certain inventory described on **Schedule A** attached hereto for the purpose of promoting such party’s approved products and services; *provided, however, that* the provision of such inventory by Team to Affiliate is subject to the conditions and limitations set forth herein. Affiliate’s rights hereunder are not exclusive and nothing herein restricts Team from granting any rights or benefits of any kind to any person or entity, including any direct competitor of Affiliate. Team expressly reserves the right to periodically update **Schedule A** upon written notice to Affiliate and provision of an updated schedule.
3. *Signage/Sponsorship Conditions and Limitations.* All of Affiliate’s advertising and promotional materials permitted hereunder are subject to Team’s prior written approval and/or any other relevant parties, including, but not limited to, the NHL. Affiliate’s advertising and promotional benefits are limited to the branding and rights specifically set forth on **Schedule A**. Affiliate may not engage in any advertising, promotion, premium giveaways, merchandise, media or other marketing without Team’s prior written consent in each instance.
4. *Affiliate’s Obligations.* In consideration of Team’s provision of the Inventory, Affiliate hereby agrees to: (i) provide those certain in-kind benefits to Team as set forth on **Schedule A**; and (ii) perform any other obligations set forth herein.
5. *Representations and Warranties.* Affiliate possesses all rights necessary to allow display of its advertisements and products as set forth herein and use of its names, logos, marks, designs, artwork and media in connection herewith, including, without limitation, all necessary copyrights and trademarks, and are not subject to any patent, copyright, trademark or any other proprietary rights of any non-consenting third party.
6. *NHL Rules.* Notwithstanding any other provision hereof to the contrary, this LOA will in all respects be subject, and subordinate, to: (i) the NHL Constitution; (ii) the NHL By-Laws; (iii) all other rules, regulations and policies of the NHL and the resolutions of its Board of Governors; (iv) any Collective Bargaining

Agreement between the NHL and/or its member clubs and other parties; (v) all consent decrees and settlement agreements entered into, between or among the NHL and its member clubs or the NHL, NHL member clubs and/or other persons in furtherance of NHL business or interests or as otherwise authorized directly or indirectly by the NHL Board of Governors, the NHL Commissioner, or the NHL Constitution; (vi) any national network agreements between the NHL and third parties or any international event; and (vii) any national corporate marketing, licensing, sponsorship or similar agreements between the NHL (or an NHL affiliate) and third parties, all as the same may now exist or hereafter be amended or enacted or as they may be interpreted by the Commissioner (the “**NHL Rules**”).

7. *Use of Trademarks and Service Marks.*

a. Affiliate recognizes and acknowledges Team’s and/or the NHL’s exclusive ownership, right, title and interest to Team’s names, trademarks, logos, service marks, designs, artwork and media (the “**Team Marks**”). Any rights granted to Affiliate to use the Team Marks are subject to the control of Team at all times and must cease immediately upon the expiration or earlier termination of this LOA. All uses of the Team Marks are subject to the prior written approval of Team. Affiliate does not have the right to use or the right to authorize the use by third parties of any of the Team Marks, except as expressly permitted under this LOA.

b. Affiliate agrees that it will not, during the Term or thereafter, directly or indirectly: (i) contest the validity of the Team Marks or any of Team’s or the NHL’s registrations pertaining thereto, in the United States or elsewhere; or (ii) adopt the Team Marks or any term, word, mark or designation which is in any aspect confusingly similar to the Team Marks. Affiliate specifically acknowledges and agrees that any use of the Team Marks pursuant to this LOA do not create in Affiliate any right, title or interest in the Team Marks. Affiliate further agrees that it will not at any time do or cause to be done any act or thing, directly or indirectly, which contests, clouds or otherwise impairs any right, title and/or interest of Team, or the NHL in the Team Marks. Affiliate will not represent, in any manner, that it has any ownership right or interest in the Team Marks or the registrations thereof. All uses of the Team Marks inure to the sole benefit of Team.

c. Without limiting the materiality of any other breach of this LOA, for the avoidance of doubt, any breach or violation of this Section 7 is a material breach of this LOA. Affiliate further acknowledges that its breach or threatened breach of this Section 7 will result in immediate and irreparable harm to Team, for which money damages alone are inadequate to compensate, and agrees that Team may, in addition to other remedies, immediately obtain and enforce injunctive relief prohibiting or otherwise addressing the breach or threatened breach or compelling specific performance.

8. *Substitute Inventory.* Affiliate and Team hereby acknowledge and agree that certain Inventory may become unavailable during the Term, including as the result of changes to the NHL Rules, applicable laws or otherwise. If any Inventory becomes unavailable, non-delivery of such Inventory will not be a default by Team, and Affiliate and Team will consult regarding substitute promotional or advertising rights or benefits having promotional value not less than that of the applicable undelivered Inventory therefor (“**Substitute Inventory**”). Following such consultation, Team will provide Substitute Inventory to Affiliate in lieu of such unavailable Inventory, as determined by Team. Any action by Team in accordance with this Section 8 will satisfy all of Team’s obligations hereunder regarding such unavailable Inventory.

As used herein, “**Event of Force Majeure**” means, with respect to either party, an event or condition that is caused by facts and circumstances that are beyond the reasonable control of such party, which wholly or partially prevents or delays the performance of any of the duties, responsibilities or obligations (except for the payment of money) of such party, including, but not limited to, the enactment, imposition, or

modification of any law that occurs after the Effective Date and that prohibits or materially impedes the performance of the obligations of the parties hereunder; confiscation, seizure, or condemnation by any governmental authority; act or the failure to act of any governmental authority; compliance with any order, regulation or policy of any governmental authority or the NHL; war or war-like action (whether actual, pending, or expected and whether de jure or de facto); arrest or other restraint of government (civil or military); blockade or embargo; insurrection, civil disturbance, riot, national emergency, or threat thereof; epidemic, pandemic or regional or national health emergency; act of God, fire, landslide, subsidence, lightning, earthquake, hurricane, storm, flood, drought, wash-out, or explosions; nuclear reaction or radiation or radioactive contamination; act of terrorism or sabotage or threats thereof; strike or other labor trouble; failure of a utility provider; or interruption of, or delay in, transportation or shipping.

9. LIMITATIONS OF LIABILITY.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, IF AFFILIATE INCURS ANY EXPENSES, DAMAGES OR OTHER LIABILITIES (INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND ASSOCIATED EXPENSES) IN CONNECTION WITH THE PERFORMANCE OR NON-PERFORMANCE OF ANY TERM OR PROVISION HEREOF, THE TOTAL LIABILITY OF TEAM, ITS AFFILIATES, AND THEIR RESPECTIVE SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, SUCCESSORS AND ASSIGNS WILL NOT EXCEED TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00). NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THE PERFORMANCE OR NON-PERFORMANCE OF THIS LOA, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. Indemnification. Affiliate hereby agrees to indemnify, hold harmless, and at the election of Team, defend, each of Team, the NHL, and their respective affiliates, owners, directors, officers, employees, contractors, agents and representatives (the “**Indemnified Parties**”) from any and all loss, costs, expenses (including reasonable attorney’s fees and associated expenses) claims, demands, liabilities, causes of action, judgments and/or damages, arising out of or related in any way to (i) the unauthorized use of the Team Marks by Affiliate or its designees, and the authorized use of the Affiliate name, marks, logos, designs, media and other marketing by Team pursuant to this LOA, (ii) any breach or alleged breach by Affiliate of any representation, warranty or obligation of Affiliate in this LOA, (iii) any of Affiliate’s products, services, marketing or advertising, (iv) any acts or omissions of Affiliate and/or its employees, officers, agents and representatives, and (v) any agreements or alleged agreements made and/or entered into by Affiliate to effectuate the terms of or in connection with this LOA.
11. Termination. This LOA may be terminated by either party upon the other party’s breach of any of its material covenants and agreements herein or the breach of any of its representations or warranties hereunder, if such types of breaches are not cured or remedied by the breaching party to the aggrieved party’s reasonable satisfaction within ten (10) days after delivery of written notice to the breaching party specifying the nature of the breach. Team may terminate this LOA at any time upon written notice to Affiliate.
12. Choice of Law; Dispute Resolution. This LOA will be construed and enforced in accordance with the laws of the State of Illinois, without regard to the conflicts of laws principles thereof.

Any controversy, claim or dispute arising out of or relating to this LOA or the breach, termination, enforceability or validity hereof, including without limitation the determination of the scope or applicability of the agreement to arbitrate as set forth in this section , which cannot be resolved following good faith mutual efforts of the parties hereto, will be determined exclusively by binding arbitration in Cook County of the State

of Illinois. There will be three (3) arbitrators, one to be chosen by Team, one to be chosen by Affiliate and a third to be selected by the two (2) arbitrators so chosen. The arbitration will be governed by the American Arbitration Association under its Commercial Arbitration Rules. Judgment upon the award rendered may be entered in any court having jurisdiction. The parties hereby expressly consent to the nonexclusive jurisdiction of the state and federal courts situated in Cook County of the State of Illinois for this purpose and waive objection to the venue of any proceeding in such court or that such court provides an inconvenient forum. Each of the parties will, subject to the award of the arbitrators, pay an equal share of the arbitrators' fees. The arbitrators will have the power to award recovery of all costs (including reasonable attorneys' fees, administrative fees, arbitrators' fees and court costs) to the prevailing party. The foregoing provisions of this Section 12 will not prevent either party from seeking and obtaining an injunction or other appropriate relief from a court of law or equity to enforce the provisions of this Section 12, or Team from enforcing its rights under Section 7 above.

13. Insurance. During the Term, Affiliate must maintain commercial general liability insurance on an occurrence basis with an insurance company that is subject to Team's reasonable approval. The coverage of the policy must include product, advertising and contractual liability insurance and will provide coverage for the Indemnified Parties as additional insured parties on Affiliate's policy. Such insurance policy or policies will provide coverage of at least One Million U.S. Dollars (\$1,000,000) for personal and advertising injury, bodily injury and property damages arising out of each occurrence; Two Million U.S. Dollars (\$2,000,000) annual aggregate for all aforementioned claims; or Affiliate's standard insurance policy limits, whichever is greater. Such insurance will be primary to any insurance carried by Team. Affiliate will furnish a certificate of insurance to Team that names the Indemnified Parties as additional insured parties. Failure to maintain the insurance specified herein will be considered a material breach of this LOA.
14. Confidentiality. Each party agrees that it will hold the terms and conditions of this LOA in strict confidence and will not make any disclosure, publicly or privately, of the terms and conditions hereof (including any initial public announcement of the existence or terms of this LOA), other than as agreed mutually by the parties, and except as otherwise required by law. Notwithstanding the foregoing, the parties agree that Team may disclose the terms and conditions of this LOA to the NHL.
15. Entire Agreement; Miscellaneous. This LOA is an integrated contract which contains all agreements of the parties with respect to the subject hereof. No other prior or contemporaneous agreement or understanding pertaining to the subject will be effective. This LOA may be modified in writing only, signed by the parties hereto. There are no oral or written statements, representations, agreements or understandings which modify, amend or vary any of the terms of this LOA. Each party to this LOA expressly recognizes that this LOA results from a negotiation process in which each party was represented by counsel and contributed to the drafting of this LOA. Given this fact, no legal or other presumptions against the party drafting this LOA concerning its construction, interpretation or otherwise, accrue to the benefit of any party to this LOA, and each party expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of or involving this LOA.
16. Counterparts and Facsimile Execution. This LOA may be executed in counterparts, each of which will be deemed an original, but all such counterparts together will constitute one instrument. Any signed counterpart delivered by facsimile or email will be deemed for all purposes to constitute such party's good and valid execution and delivery of this LOA. A copy of this executed LOA, or any executed counterpart hereof, has the same force and effect as the signed original against the party signing same.

If the terms of this LOA meet your understanding of our arrangement, please indicate the same by signing below and promptly returning to the attention of Caleb Weesner at cweesner@blackhawks.com.

Sincerely,

CHICAGO BLACKHAWK HOCKEY TEAM, INC.

By: Marcus LeBeouf
Its: Vice President & General Counsel

ACCEPTED AND AGREED BY:

Rink Business Name:

ATTN:

By: _____

Name: _____

Title: _____

[Tickets](#) [Team](#) [Schedule](#)

RINK PARTNERS

The Chicago Blackhawks Rink Network is an investment in community-based hockey, uniting and providing support to our local ice rinks as we work towards the collective goal of growing the game of hockey.

Official Rink Partners will gain access to a dedicated network and collection of resources that will ensure each Partner can enhance and optimize the operations and business practices at their current facility. Whether it is joining a community of like-minded professionals, learning new information on how to optimize rink operations, leveraging centralized marketing and sales channels, or receiving access to best-in-class registration and administrative tools, being a part of the Blackhawks Rink Network will benefit Rink Partners in a variety of ways!

ATTEND GAMES & SUPPORT YOUR LOCAL RINK

Purchase tickets to Blackhawks games and support your local rink! Simply enter your rink's promo code through the link below, and for each ticket purchased, the Blackhawks will donate a portion of the sales directly to the partner rink!

[BUY TICKETS](#)

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[Cookie Settings](#)

[Accept All Cookies](#)

SCHEDULE A- TRADE

Team hereby agrees to provide the following to Affiliate:

- a. *Use of Team's Marketing Material* – Team will provide Affiliate with any authorized marketing materials. Except as received by Team, Affiliate may not use any promotional material containing the Team Marks in any manner. Any use of Team Marks is subject, at all times, to the LOA (including, but not limited to, Affiliate's receipt of prior written approval from Team prior to each use) and the NHL Rules.
- b. *Ticketing Program* – During each Calendar Year of the Term, Team will provide the Affiliate with a unique QR / promotion code for individuals to purchase Blackhawks tickets through a unique portal. Team will affect one (1) physical display of the QR / promotion code that Affiliate can place in Affiliate's Ice Rink facility. For each ticket purchased using Affiliate's unique QR / promotion code, Team will donate \$5 to Affiliate at the end of the Calendar Year.
- c. *Blackhawks Tickets* – During Each Calendar Year of the Term, Team will provide Affiliate with ten (10) tickets to one Blackhawks' home game played at the United Center. The game selected will be mutually agreed upon with advance notice to Team. The ticket location will be solely determined by Team in Team's sole discretion. (Value = \$1,500)
- d. *Official Rink Partner Decal and Banner* – Team will permit Affiliate to display one decal at its rink featuring Team's primary logo on each of the following: one Zamboni sticker per Zamboni, one pull up banner, one hanging banner per sheet of ice at the rink location, one decal for Affiliate's main entrance, and one dasherboard sticker (collectively, the "**Marketing Toolkit**"). (Value= \$1,200)
- e. *Helmet Stickers* – During Each Calendar Year of the Term, Team will provide Affiliate with 150 Helmet Stickers for distribution. (Value = \$75)
- f. *Blackhawks Apparel* – During Each Calendar Year of the Term, Team will provide Affiliate with up to six (6) Blackhawks 3/4 zip ups for Affiliate's full-time staff members. Team reserves the right to provide a substitute item for any reason. (Value = \$800)

Affiliate hereby agrees to provide the following to Team:

- a. *Rink and Web Advertising* – During the Term, Affiliate will display Team's door decal and banner at the entrance of, or otherwise clearly visible within, its facility at all times.
- b. *Dasherboard Advertising and Maintenance* – During the Term, Affiliate must display Team's dashboard sticker decal, in a mutually agreeable position inside of the ice rink (the "**Dasherboard Decal**"). The Dasherboard Decal will be in fixed position inside Affiliate's ice rink arena. Affiliate will be solely responsible for all costs, including replacement and routine maintenance costs, associated with installation and repairs. Any subsequent changes to the Dasherboard Decal will be provided by Team to Affiliate.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING, APPROVING AND RATIFYING AN APPLICATION FOR GRANT FUNDING FROM THE ILLINOIS DEPARTMENT OF TRANSPORTATION 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 Transportation (“IDOT”) works with local communities through the Sustained Traffic Enforcement Program (the “STEP Program”) to conduct traffic enforcement campaigns during national holidays and other events to increase public safety; 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 maintaining and improving the safety of motorists and pedestrians in the Town; and

WHEREAS, the Town desires to participate in safety campaigns with the assistance of the STEP Program (the “Project”); and

WHEREAS, the Town Grant Administrator has prepared an application (the “Application”), a copy of which is attached hereto and incorporated herein as Exhibit A, whereby the Town will seek grant funding from the STEP Program for a portion of the Project; and

WHEREAS, submission of the Application requires the President’s execution for assurances and certifications in accordance with the STEP Program’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 submission of the Application for the STEP Program grant funding for the Project and to authorize the President or his designee to execute the Application 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 and submission of the Application for STEP Program grant funding for the Project and to further authorize the President or his designee to take all steps necessary to carry out the intent of this Resolution, including executing and delivering all additional information,

assurances, and certifications as the Program may require in connection with the Application.

**ARTICLE II.
AUTHORIZATION**

Section 3.0 Authorization.

The Town Board hereby ratifies, authorizes, and directs the execution and submission of the Application on behalf of the Town for STEP Program grant funding for a portion of the costs of the Project. The Town Board hereby further authorizes and directs the President or his designee to furnish such additional information, assurances, and certifications as the STEP Program may require in connection with the Application 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 expressly ratifies the execution of the Application. 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:

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

APPROVED by the President on _____, 2023

LARRY DOMINICK
PRESIDENT

ATTEST:

MARIA PUNZO-ARIAS
TOWN CLERK

EXHIBIT A



Illinois Department of Transportation

Bucksheet

Reset Form

Under \$250,000 Over \$250,000

Priority

Normal

Office: Highways Project Implementation District / CO: CO Bureau: Safety Programs & Engineering

File Subject: Agreements Amount Range: \$35,773.60

Secretary Explanation

Subject: FY24 State and Community Highway Safety Program Grants

Project in Relation to: NHTSA Section 402, Section 405, and 1906 funds and State of Illinois funds

Description of Action: Executive Signatures for Execution of the FY24 grant.

DBE Goal: None IL Works Capitol/Stimulus Notary Required
 FY Deadline Fiscal Year Date: 09/30/2024

Consultant Name/Contractor: Town of Cicero Letting Date:

County: Cook District: Various Job Number: n/a PTB-Item: n/a

Amount of Agreement: \$35,773.60 Route: n/a

Section: n/a Phase: n/a Contract Number: n/a Agreement Number: HS-24-0195

State Dollars: Federal Dollars: \$35,773.60 Local Dollars: Total Dollars: \$35,773.60

Source of State Fund: n/a % Reimburse from Feds: 100%

Remarks: These funds increase safety on Illinois roadways. The enforcement and non-enforcement efforts are designed to reduce fatalities and serious injuries.

The executed version will be emailed to Steve Esslinger, IDOT program contact, Aaron Link and grantee. Please contact Lori Coonen for questions.



**GRANT AGREEMENT
BETWEEN
THE STATE OF ILLINOIS, ILLINOIS DEPARTMENT OF TRANSPORTATION
AND
TOWN OF CICERO**

The parties to this Grant Agreement (Agreement) are the State of Illinois (State), acting through the undersigned agency (Grantor) and TOWN OF CICERO (Grantee) (collectively, the "Parties" and individually, a "Party"). The Agreement, consisting of the signature page, the parts listed below, and any additional exhibits or attachments referenced in this Agreement, constitute the entire agreement between the Parties. No promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, are binding upon either Grantee or Grantor.

PART ONE – The Uniform Terms

Article I	Definitions
Article II	Award Information
Article III	Grantee Certifications and Representations
Article IV	Payment Requirements
Article V	Scope of Award Activities/Purpose of Award
Article VI	Budget
Article VII	Allowable Costs
Article VIII	Lobbying
Article IX	Maintenance and Accessibility of Records; Monitoring
Article X	Financial Reporting Requirements
Article XI	Performance Reporting Requirements
Article XII	Audit Requirements
Article XIII	Termination; Suspension; Non-compliance
Article XIV	Subcontracts/Subawards
Article XV	Notice of Change
Article XVI	Structural Reorganization and Reconstitution of Board Membership
Article XVII	Conflict of Interest
Article XVIII	Equipment or Property
Article XIX	Promotional Materials; Prior Notification
Article XX	Insurance
Article XXI	Lawsuits and Indemnification
Article XXII	Miscellaneous
Exhibit A	Project Description
Exhibit B	Deliverables or Milestones
Exhibit C	Contact Information
Exhibit D	Performance Measures and Standards
Exhibit E	Specific Conditions

PART TWO – Grantor-Specific Terms

PART THREE – Project-Specific Terms

The Parties or their duly authorized representatives hereby execute this Agreement.

Illinois Department of Transportation

By: _____
Signature of Omer Osman P.E., Secretary of Transp.
By: _____
Signature of Designee
Date: 9/25/2023 | 4:43 PM CDT
Printed Name: Stephane B. Seck-Birhame
Printed Title: BSPE Bureau Chief
Designee

TOWN OF CICERO

By: _____
Signature of Authorized Representative
Date: 9/25/2023 | 4:37 PM CDT
Printed Name: Thomas Boyle
Printed Title: Superintendent
E-mail: tboyle@thetownofcicero.com

By: _____
Signature of
Date: _____
Printed Name: _____
Printed Title: _____
Second Grantor Approver

By: _____
Signature of Second Grantee Approver, if applicable
Date: _____
Printed Name: _____
Printed Title: _____
Second Grantee Approver
(optional at Grantee's discretion)

By: _____
Signature of
Date: _____
Printed Name: _____
Printed Title: _____
Third Grantor Approver

By: _____
Signature of
Date: _____
Printed Name: _____
Printed Title: _____
Fourth Grantor Approver

PART ONE – THE UNIFORM TERMS

**ARTICLE I
DEFINITIONS**

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

“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 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.

“Cooperative Research and Development Agreement” has the same meaning as in 15 USC 3710a.

“Direct Costs” 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.

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

“Grant Agreement” 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" is used interchangeably with "Project."

“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.

"State Grantee Compliance Enforcement System" means the statewide framework for State agencies to manage occurrences of non-compliance with Award requirements.

“State-issued Award” means the assistance that a grantee receives directly from a State agency. The funding source of the State-issued Award can be federal pass-through, State or a combination thereof. "State-issued Award" does not include the following:

- contracts issued pursuant to the Illinois Procurement Code that a State agency uses to buy goods or services from a contractor or a contract to operate State government-owned, contractor-operated facilities;
- agreements that meet the definition of "contract" under 2 CFR 200.1 and 2 CFR 200.331, which a State agency uses to procure goods or services but are exempt from the Illinois Procurement Code due to an exemption listed under 30 ILCS 500/1-10, or pursuant to a disaster proclamation, executive order, or any other exemption permitted by law;
- amounts received for services rendered to an individual;
- Cooperative Research and Development Agreements;
- an agreement that provides only direct cash assistance to an individual;
- a subsidy;
- a loan;
- a loan guarantee; or
- insurance.

“Illinois Stop Payment List” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Unallowable Cost” 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 II
AWARD INFORMATION**

2.1. Term. This Agreement is effective on 10/01/2023 and expires on 09/30/2024 (the Term), unless terminated pursuant to this Agreement.

2.2. Amount of Agreement. Grant Funds are estimated to be \$35,773.60, of which \$35,773.60 are federal funds. Grantee accepts Grantor's payment as specified in this ARTICLE.

2.3. Payment. Payment will be made as follows (see additional payment requirements in ARTICLE IV; additional payment provisions specific to this Award may be included in **PART TWO** or **PART THREE**): GRANTEE will submit claims for reimbursement directly to the GRANTOR for payment if the GRANTOR is to pay a Third Party for grant related goods/services; GRANTEE will submit a BSPE 500 Claim for Reimbursement along with required supporting documentation, if the GRANTOR is to pay the GRANTEE directly for grant related goods/services. See PART THREE for specific terms.

2.4. Award Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is 69A37522300004020ILO, the federal awarding agency is National Highway Traffic Safety Administration, and the Federal Award date is 12/15/2021. If applicable, the Assistance Listing Program Title is State and Community Highway Safety/National Priority Safety Programs and Assistance Listing Number is 20.600. The Catalog of State Financial Assistance (CSFA) Number is 494-10-0343 and the CSFA Name is State and Community Highway Safety/National Priority Safety Program; 24-0343-11 Sustained Traffic Enforcement Program (STEP). If applicable, the State Award Identification Number (SAIN) is HS-24-0195.

**ARTICLE III
GRANTEE CERTIFICATIONS AND REPRESENTATIONS**

3.1. Registration Certification. Grantee certifies that: (i) it is registered with SAM and LE8EBPHCZ5Z9 is Grantee's correct UEI; (ii) it is in good standing with the Illinois Secretary of State, if applicable; and (iii) Grantee has successfully completed the annual registration and prequalification through the Grantee Portal.

Grantee must 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 Grantor in accordance with ARTICLE XV.

3.2. Tax Identification Certification. Grantee certifies that: 366005833 is Grantee's correct federal employer identification number (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: Governmental Unit.

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.

3.3. Compliance with Uniform Grant Rules. Grantee certifies that it must adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 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. 30 ILCS 708/5(b).

3.4. Representations and Use of Funds. 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 must 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 will be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

3.5. **Specific Certifications.** Grantee is responsible for compliance with the enumerated certifications in this Paragraph 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.
- (b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with 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 2012 (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.
- (d) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or will participate in an international boycott in violation of the provision of the Anti-Boycott Act of 2018, Part II of the Export Control Reform Act of 2018 (50 USC 4841 through 4843), and the anti-boycott provisions set forth in Part 760 of the federal Export Administration Regulations (15 CFR Parts 730 through 774).
- (e) **Discriminatory Club Dues or 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 employees or agents for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/2).
- (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) (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).
- (g) **Drug-Free Workplace.** 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 will 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 if it is a recipient of federal pass-through funds, it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8103.
- (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 debarment or permanent inclusion on the Illinois Stop Payment List, 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) **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 must maintain, for a minimum of six (6) years, all protected health information.

(m) **Criminal Convictions.** Grantee certifies that:

(i) 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; and

(ii) It must disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. Failure to disclose may result in remedial actions as stated in the Grant Accountability and Transparency Act. 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total federal Financial Assistance, 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.

(n) **Federal Funding Accountability and Transparency Act of 2006 (FFATA).** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101 with respect to Federal Awards greater than or equal to \$30,000. A FFATA subaward report must be filed by the end of the month following the month in which the award was made.

(o) **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 subcontractor(s) that performs work using funds from this Award, must, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

(p) **Anti-Discrimination.** Grantee certifies that its employees and subcontractors under subcontract made pursuant to this Agreement, must 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: Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code 750- Appendix A, which is incorporated herein; Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*); Civil Rights Act of 1964 (as amended) (42 USC 2000a - 2000h-6); Section 504 of the Rehabilitation Act of 1973 (29 USC 794); Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 *et seq.*); and the Age Discrimination Act of 1975 (42 USC 6101 *et seq.*).

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

ARTICLE IV PAYMENT REQUIREMENTS

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 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 must 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 Paragraph 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 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 Grantor. 2 CFR 200.458.

4.3. Return of Grant Funds. Grantee must liquidate all Obligations incurred under the Award within forty-five (45) days of the end of the Period of Performance, or in the case of capital improvement Awards, within forty-five (45) days of the end of the time period the Grant Funds are available for expenditure or obligation, unless Grantor permits a longer period in PART TWO OR PART THREE.

4.4. Cash Management Improvement Act of 1990. Unless notified otherwise in PART TWO or PART THREE, Grantee must manage federal funds received under this Agreement 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. Grantor will 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 Grant 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 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. Grantor must pay Grantee 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 will be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in PART TWO or PART THREE. Grantee must remit annually any amount due in accordance with 2 CFR 200.305(b)(9) or to Grantor, as applicable.

(b) Grant Funds must 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 ARTICLE II, PART TWO, or PART THREE. Failure to submit such payment request timely will render the amounts billed Unallowable Costs 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 subrecipient) must contain the following certification by an official authorized to legally bind Grantee (or subrecipient):

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 is 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 AWARD ACTIVITIES/PURPOSE OF AWARD

5.1. **Scope of Award Activities/Purpose of Award.** Grantee must perform as described in this Agreement, including as described in **Exhibit A** (Project Description), **Exhibit B** (Deliverables or Milestones), and **Exhibit D** (Performance Measures and Standards), as applicable. Grantee must further comply with all terms and conditions set forth in the Notice of State Award (44 Ill. Admin. Code 7000.360) which is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE** (Project-Specific Terms).

5.2. **Scope Revisions.** Grantee must obtain Prior Approval from Grantor whenever a scope revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b)(2). All requests for scope revisions that require Grantor approval must 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 are included in **Exhibit E**. Grantee must adhere to the specific conditions listed therein. 44 Ill. Admin. Code 7000.340(e).

ARTICLE VI BUDGET

6.1. **Budget.** 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 must obtain Prior Approval, whether mandated or discretionary, from Grantor whenever a Budget revision, is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval must 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. 44 Ill. Admin. Code 7000.370(b)(7).

**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 will 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 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 Grantee's fiscal year end, as dictated in the applicable appendices, such as:

- (i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and Local Governments and Indian Tribes,
- (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 must 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 Cost 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. 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.

7.5. 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 708/97, Grantee must 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 must 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 Grantee's organization.

(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 E** of the requirement to submit personnel activity reports. 2 CFR 200.430(i)(8). Personnel activity reports must 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 Award, 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 must 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 Award purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control.** Grantee must maintain effective control and accountability 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.** Grantee must maintain records of expenditures 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 must 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.

7.6. **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).

7.7. **Management of Program Income.** Grantee is encouraged to earn income to defray Program Costs where appropriate, subject to 2 CFR 200.307.

**ARTICLE VIII
LOBBYING**

8.1. Improper Influence. Grantee certifies that it will not use and has not used Grant Funds to influence or attempt to influence an officer or employee of any government agency or a member or employee of the State or federal legislature 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. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

8.2. Federal Form LLL. If any federal 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.

8.3. 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 must be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

8.4. Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its subrecipients have complied and will comply with Illinois 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.

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

8.6. 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 will be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

**ARTICLE IX
MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING**

9.1. Records Retention. Grantee must 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.

9.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.337 and 44 Ill. Admin. Code 7000.430(f), must 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, 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 must cooperate fully in any

such audit or inquiry.

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

9.4. 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 will monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the Award. Grantee must timely submit all financial and performance reports, and must supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by Program needs. 2 CFR 200.329; 200.332. Additional monitoring requirements may be in PART TWO or PART THREE.

ARTICLE X FINANCIAL REPORTING REQUIREMENTS

10.1. Required Periodic Financial Reports. Grantee must submit financial reports as requested and in the format required by Grantor no later than the dues date(s) specified in PART TWO or PART THREE. Grantee must submit quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee due to the funding source or pursuant to specific award conditions. 2 CFR 200.208. Any report required by 30 ILCS 708/125 may be detailed in PART TWO or PART THREE.

10.2. Financial Close-out Report.

(a) Grantee must submit a financial Close-out Report, in the format required by Grantor, by the due date specified in PART TWO or PART THREE, which must be no later than sixty (60) calendar days following the end of the Period of Performance for this Agreement or Agreement termination. The format of this financial Close-out Report must 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 must submit a new financial Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.345; 44 Ill. Admin. Code 7000.450.

10.3. Effect of Failure to Comply. Failure to comply with the reporting requirements in this Agreement may cause a delay or suspension of funding or require the return of improper payments or Unallowable Costs, and will be considered a material breach of this Agreement. Grantee's failure to comply with ARTICLE X, ARTICLE XI, or ARTICLE XVII will 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 Grantee Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill. Admin. Code 7000.80.

ARTICLE XI PERFORMANCE REPORTING REQUIREMENTS

11.1. Required Periodic Performance Reports. Grantee must submit performance reports as requested and in the format required by Grantor no later than the due date(s) specified in PART TWO or PART THREE. 44 Ill. Admin. Code 7000.410. Grantee must report to Grantor on the performance measures listed in Exhibit D, PART TWO or PART THREE at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in PART TWO, PART THREE, or Exhibit E pursuant to specific award conditions. For certain construction-related Awards, such reports may be exempted as identified in PART TWO or PART THREE. 2 CFR 200.329.

11.2. Performance Close-out Report. Grantee must submit a performance Close-out Report, in the format required by Grantor by 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 or Agreement termination. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

11.3. 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. 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.

ARTICLE XII AUDIT REQUIREMENTS

12.1. Audits. Grantee is subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507), 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.

12.2. Consolidated Year-End Financial Reports (CYEFR). All grantees must 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 Grantee's audit report if Grantee is required to complete and submit an audit report as set forth herein.

(a) Grantee's 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 Grantee is not required to complete audited financial statements, the CYEFR must cover Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

(b) The CYEFR must include an in relation to opinion from the auditor of the financial statements included in the audit.

(c) The CYEFR must follow a format prescribed by Grantor.

12.3. 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 issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the CYEFR(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) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of 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-issued Awards, 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 E based on Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than \$500,000 in State-issued Awards, but expends \$300,000 or more in State-issued Awards, 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 must 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-issued Awards.

(iv) If Grantee does not meet the requirements in subsections 12.3(b) and 12.3(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) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) six (6) months after the end of Grantee's audit period.

12.4. "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-issued Awards, Grantee must 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) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of 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-issued Awards, Grantee must follow all of the audit requirements in Paragraphs 12.3(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 must submit its annual audit conducted in accordance with its regulatory requirements.

12.5. Performance of Audits. For those organizations required to submit an independent audit report, the audit must 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 GAGAS or Generally Accepted Auditing Standards, Grantee must request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee must follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

12.6. Delinquent Reports. When 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 must be provided to Grantor within

thirty (30) days of becoming available. Grantee should refer to the State Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

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

13.1. Termination.

(a) Either Party may terminate this Agreement, in whole or in part, upon thirty (30) calendar days' prior written notice to the other Party.

(b) 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).

(c) This Agreement may be terminated, in whole or in part, by Grantor:

(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 Award; or

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

13.2. 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 allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

13.3. 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 must follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and 7000.260.

13.4. 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 Grantee Compliance Enforcement System. 2 CFR 200.342; 44 Ill. Admin. Code 7000.80 and 7000.260.

13.5. Effects of Suspension and Termination.

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

(b) Except as set forth in subparagraph (c), below, Grantee must not incur any costs or Obligations that require the use of Grant Funds after the effective date of a suspension or termination, and must 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 Grantor expressly authorizes them in the notice of suspension or termination or subsequently. However, Grantor may allow costs during a suspension or after termination if:

(i) 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 prematurely. 2 CFR 200.343.

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

ARTICLE XIV SUBCONTRACTS/SUBAWARDS

14.1. Subcontracting/Subrecipients/Delegation. Grantee must not subcontract nor issue a subaward for 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 subrecipient has been identified in the uniform grant application, such as, without limitation, a Project description, and Grantor has approved. Grantee must notify any potential subrecipient that the subrecipient must obtain and provide to the Grantee a Unique Entity Identifier prior to receiving a subaward. 2 CFR 25.300.

14.2. Application of Terms. If Grantee enters into a subaward agreement with a subrecipient, Grantee must notify the subrecipient of the applicable laws and regulations and terms and conditions of this Award by attaching this Agreement to the subaward agreement. The terms of this Agreement apply to all subawards authorized in accordance with Paragraph 14.1. 2 CFR 200.101(b)(2).

14.3. Liability as Guaranty. Grantee will be liable as guarantor for any Grant Funds it obligates to a subrecipient or subcontractor pursuant to this ARTICLE in the event Grantor determines the funds were either misspent or are being improperly held and the subrecipient or subcontractor 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 XV NOTICE OF CHANGE

15.1. Notice of Change. Grantee must notify Grantor if there is a change in Grantee's legal status, FEIN, UEI, SAM registration status, Related Parties, senior management (for non-governmental grantees only) or address. If the change is anticipated, Grantee must give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee must 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).

15.2. Failure to Provide Notification. To the extent permitted by Illinois law (see Paragraph 21.2), Grantee must hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor as required by Paragraph 15.1.

15.3. Notice of Impact. Grantee must notify Grantor in writing of any event, including, by not limited to, becoming a party to litigation, an investigation, or transaction that may have a material impact on Grantee's ability to perform under this Agreement. Grantee must provide notice to Grantor as soon as possible, but no later than five (5) days after Grantee becomes

aware that the event may have a material impact.

15.4. Effect of Failure to Provide Notice. Failure to provide the notice described in this ARTICLE is grounds for termination of this Agreement and any costs incurred after the date notice should have been given may be disallowed.

ARTICLE XVI STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP

16.1. Effect of Reorganization. This Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. Grantor does not agree 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 must 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 must provide 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. Grantor reserves the right to terminate the Agreement based on whether the newly organized entity is able to carry out the requirements of the Award. This ARTICLE 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 constitutes a material breach of this Agreement.

ARTICLE XVII CONFLICT OF INTEREST

17.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to Grantor. 2 CFR 200.113; 30 ILCS 708/35.

17.2. Prohibited Payments. Payments made by Grantor under this Agreement must not be used by Grantee 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 Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee must request permission from Grantor to compensate, directly or indirectly, any person employed by an office or agency of the State of Illinois. 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, units of Local Government and related entities.

17.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 17.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may grant an such exemption subject to additional terms and conditions as Grantor may require.

ARTICLE XVIII EQUIPMENT OR PROPERTY

18.1. 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 must notify Grantee in writing that the purchase of equipment is disallowed.

18.2. Prohibition against Disposition/Encumbrance. Any equipment, material, or real property that Grantee purchases or improves with Grant Funds must not be sold, transferred, encumbered (other than original financing) or otherwise disposed of during the Award 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. Use or disposition of real property acquired or improved

using Grant Funds must comply with the requirements of 2 CFR 200.311. Real property, equipment, and intangible property that are acquired or improved in whole or in part using Grant Funds are subject to the provisions of 2 CFR 200.316. 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.

18.3. **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, the cost of which 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 to establish procedures to use Grant Funds for the procurement of supplies and other expendable property, equipment, real property and other services.

18.4. **Equipment Instructions.** Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, is no longer needed for their original purpose. Notwithstanding anything to the contrary contained in 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. Grantee must 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.

18.5. **Domestic Preferences for Procurements.** In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, Grantee must, 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 XIX PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

19.1. **Promotional and Written Materials.** 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 must obtain Prior Approval for the use of those funds (2 CFR 200.467) and must 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].” 2 CFR 200.467. Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

19.2. **Prior Notification/Release of Information.** Grantee must 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 must cooperate with Grantor in joint or coordinated releases of information.

ARTICLE XX INSURANCE

20.1. **Maintenance of Insurance.** Grantee must 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**.

20.2. **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 must be surrendered to Grantor.

**ARTICLE XXI
LAWSUITS AND INDEMNIFICATION**

21.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee must 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 must 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 is strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

21.2. Indemnification and Liability.

(a) **Non-governmental entities**. This subparagraph applies only if Grantee is a non-governmental entity. Grantee must 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 is governed by the State Employee Indemnification Act (5 ILCS 350/.01 *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 unit as designated in Paragraph 3.2. 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 the other 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 is not construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

**ARTICLE XXII
MISCELLANEOUS**

22.1. 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 Illinois Executive Order 15-09.

22.2. Assignment Prohibited. This Agreement must not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing renders this Agreement null, void and of no further effect.

22.3. Copies of Agreements upon Request. Grantee must, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

22.4. 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.

22.5. Severability. If any provision of this Agreement is declared invalid, its other provisions will remain in effect.

22.6. No Waiver. The failure of either Party to assert any right or remedy pursuant to this Agreement will not be construed 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.

22.7. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, are 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.

22.8. Compliance with Law. This Agreement and Grantee's Obligations and services hereunder must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, including but not limited to 44 Ill. Admin. Code Part 7000, laws and rules which govern disclosure of confidential records or other information obtained by Grantee concerning persons served under this Agreement, and any license requirements or professional certification provisions.

22.9. Compliance with Freedom of Information Act. Upon request, Grantee must 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).

22.10. 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 controls. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** controls. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** controls. In the event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rule(s) controls.

(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.

22.11. 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 control. 30 ILCS 708/80.

22.12. Headings. Articles 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.

22.13. Counterparts. This Agreement may be executed in one or more counterparts, each of which are 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 are deemed original for all purposes.

22.14. 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, Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

22.15. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of 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 XIV; (c) the CYEFR(s); (d) audit requirements established in 44 Ill. Admin. Code 7000.90 and ARTICLE XII; (e) property management and disposition requirements established in 2 CFR

200.310 through 2 CFR 200.316 and ARTICLE XVIII; or (f) records related requirements pursuant to ARTICLE IX. 44 Ill. Admin. Code 7000.440.

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EXHIBIT A**PROJECT DESCRIPTION**

The goal of the Grantor is to increase highway safety through means of safety program grants under the Highway Safety Program. The goals of the Highway Safety Program include: reduce motor vehicle crashes, fatalities and injuries; increase proper use of occupant protection devices; and reduce impaired driving. The strategies to implement are enforcement, training, outreach, and education. The Grantee is a selected recipient of the safety program grant to assist the Grantor in meeting its highway safety goal.

The Sustained Traffic Enforcement Program (STEP) grant focuses on high visibility enforcement (HVE) on specific times and dates of the year. The enforcement efforts are designed to reduce fatalities and serious injuries at some of the deadliest times of the year for vehicle travel. There are six required holiday campaigns and agencies have the option of participating in the optional campaigns and/or additional enforcement. Each agency has different needs and focuses, and the additional enforcement options can be used to help address those issues.

The Grantee shall utilize grant funds to help meet the STEP grant goals by meeting milestones, deliverables, performance standards, and performance measures. The funding shall be issued as per the agreed upon budget pending the FFY24 federal budget, dollar amounts, and dates. In addition, the National Highway Traffic Safety Administration (NHTSA) grant funding policy determines allowable costs under specific conditions.

The Grantee shall utilize grant funds to meet desired safety project goals, milestones, deliverables, performance standards, and performance measures as specified in the Attachment of the FY24 application packet for NOFO 24-0343-11. The funding shall be used as per the agreed upon budget pending the FY24 federal budget, dollar amounts, and dates. In addition, the National Highway Traffic Safety Administration (NHTSA) grant funding policy determines allowable costs under specific conditions. Please see 23 CFR Part 1300, Uniform Procedures for State Highway Safety Grant Programs for allowable costs.

The Grantee is eligible to receive allowable costs as they appear in the approved finalized budget. However, the Grantee may request funding changes to the approved finalized budget should allocated costs need to be redistributed after the commencement of the grant agreement.

The STEP grant operates during the federal fiscal year from October 1-September 30 and are funded on a reimbursement basis per the requirements set forth in Exhibit C of this Agreement. The STEP grant funding line items eligible for reimbursement are personnel services and indirect costs (only where an approved rate has been requested prior to the execution of this Agreement and has been issued provisionally or finalized).

EXHIBIT B**DELIVERABLES OR MILESTONES**

(a) The Grantee shall submit the BSPE 205 Mobilizations Data Collection form OR submit through Amplifund within two (2) calendar weeks or fourteen (14) calendar days after completion of each campaign. The BSPE 205 Mobilizations Data Collection form must be submitted after the following holiday campaigns: Halloween; Thanksgiving; Christmas/New Year's; Super Bowl; St. Patrick's Day; Distracted Driving; Memorial Day; Independence Day; and Labor Day. The information in the BSPE 205 Mobilizations Data Collection form must accurately reflect the duties performed during the campaign. All BSPE 205 Mobilizations Data Collection forms shall be submitted electronically to DOT.BSPEDATA@illinois.gov or data must be submitted through Amplifund.

(b) The Grantee shall submit the BoBS 2832 Grantee Required Reporting form on a regular basis pursuant to Article X and Article XI in this agreement.

The specifics for reporting the BoBS 2832 - whether quarterly or monthly- are listed in Exhibit E and Part II of this Agreement. The required reporting of the BoBS 2832 was brought about as a requirement for all IDOT grantees regardless of the financial thresholds set forth by Public Act 096-0795 or the Federal Funding Accountability and Transparency (FFATA). The required reporting for the Grantee shall vary from grant to grant. However, the specifics for reporting for this specific Agreement are listed as such:

(c) Quarterly reports are due no later than 5:00 p.m. on: October 30, 2023; January 30, 2024; April 30, 2024; and the final report on July 30, 2024. Quarterly reports will consist of: Quarter 1 (July 1, 2023- September 30, 2023 due October 30, 2023); Quarter 2 (October 1, 2023- December 30, 2023 due January 30, 2024); Quarter 3 (January 1, 2024 - March 30, 2024 due April 30, 2024); and Quarter 4 (April 1, 2024 - June 30, 2024 due July 30, 2024). The Grantee must submit the BoBS 2832 on or before the corresponding quarterly due dates even in the event that the Agreement is not fully executed until after the July 1, 2023 state fiscal year start date. In the event that an Agreement is not fully executed until after July 1, 2023, the Grantee shall report Quarter 1 beginning the date the Agreement was fully executed. Any pending issues (e.g., overlap of campaign versus quarterly reporting dates) must be communicated to the Grantor Contact listed in Exhibit C of this Agreement a minimum of twenty-four (24) hours prior to the submission date.

(d) Monthly reports are due no later than 5:00 p.m. on: August 30, 2023; September 30, 2023; October 30, 2023, November 30, 2023; December 30, 2023; January 30, 2024; February 28, 2024; March 30, 2024; April 30, 2024; May 30, 2024; June 30, 2024; July 30, 2024. The due dates are thirty (30) days after the conclusion of each month. Monthly reports shall consist of the following due dates for the entirety of the month listed: July 2023 due August 30, 2023; August 2023 due September 30, 2023; September 2023 due October 30, 2023; October 2023 due November 30, 2023; November 2023 due December 30, 2023; December 2023 due January 30, 2024; January 2024 due February 28, 2024; February 2024 due March 30, 2024; March 2024 due April 30, 2024; April 2024 due May 30, 2024; May 2024 due June 30, 2024; and June 2024 due July 30, 2024. All reports shall be submitted electronically to the Grantor Contact listed in Exhibit D. Any pending issues (e.g., overlap of campaign versus quarterly reporting dates) must be communicated to the Grantor Contact listed in Exhibit C of this Agreement a minimum of twenty-four (24) hours prior to the submission date.

(e) The grants funding opportunities under NOFO 24-0343-11 may be funded both the State of Illinois and NHTSA. Therefore, the Grantee shall have an acceptable accounting system in existence capable of identifying the federal-related costs separately from their general operating costs. The Grantee shall also adhere to all Fixing America's Surface Transportation Act (FAST Act, P.L. 114-94) rules and regulations under the criteria specific to their particular grant safety program. Any questions regarding the FAST Act rules and regulations must be sent electronically to DOT.TSgrants@illinois.gov.

(f) The grantee's deliverables and milestones are explained in the performance plan. This plan can be found in the grantee's award in AmpliFund and it has also been attached to this grant agreement. This plan will be submitted to the grantor monthly to document progress toward the deliverables and milestones.

Campaign Specifications:

A. Mandatory Enforcement Campaigns – these campaigns are a requirement of the grant and agencies must participate. The applicant agency can apply for funds to conduct Impaired Driving and/or Occupant Protection Enforcement for each campaign.

Agencies must participate in the following campaigns with the predetermined message and enforcement emphasis:

Thanksgiving (Occupant Protection)
 Christmas/New Year's (Impaired Driving)
 St. Patrick's Day (Impaired Driving)
 Memorial Day (Occupant Protection)
 Independence Day (Impaired Driving)
 Labor Day (Impaired Driving)

Mandatory Enforcement Campaign Requirements:

The applicant can apply for funds to conduct Impaired Driving and/or Occupant Protection Enforcement for each campaign and at least one must be conducted. There are separate requirements and desired outputs for each enforcement type. Each campaign will also have a primary message and enforcement emphasis (e.g. "Click It or Ticket" or "Drive Sober Or Get Pulled Over"). Agencies are encouraged to conduct enforcement campaigns for both Impaired Driving and Occupant Protection. Other traffic safety citations may be issued during mandatory campaigns. Examples of other citations for violations directly relating to contributory causes of crashes would be speeding, electronic device use, failure to yield, disobeying traffic control signal/device, etc., in addition to DUI arrests and seat belt use citations.

OOccupant Protection Enforcement:

- A minimum of thirty (30) percent of total mandatory campaign hours for the grant year shall be worked between the hours of 6:00 p.m. and 6:00 a.m.

Nighttime hours can be scheduled when most appropriate by the grant agency. (Example; If an agency's total mandatory and optional campaign hours add up to 100 hours, a minimum of 30 hours must be worked between 6:00 p.m. and 6:00 a.m.). Thus, the agency has the flexibility to schedule nighttime hours when most appropriate during the grant year.

- Thirty (30) percent of all contacts with the public while working Occupant Protection enforcement should be for occupant restraint violations.

Impaired Driving Enforcement:

- Patrol hours must occur between 6:00 p.m. and 6:00 a.m.

Impaired driving patrol hours may be extended outside of 6:00 p.m. and 6:00 a.m. with pre-approval from your assigned IDOT Safety Grant Administrator (GA). (See Exhibit D)

Daytime patrol hours can be conducted BY ARIDE/DRE-TRAINED OFFICERS ONLY between the hours of 6:00 a.m. and 6:00 p.m.

- All officers conducting grant-funded, alcohol-related enforcement must be trained in the Standardized Field Sobriety Test (SFST). Approved training in this area consists of the 24-hour National Highway Traffic Safety Administration (NHTSA), DWI Detection and SFST Course or other NHTSA/ILETSB-approved refresher course. To satisfy this requirement, officers must complete an ILETSB-accredited academy, a 24-hour SFST course or an SFST refresher course every four (4) years from the date of their last completed certified training. These courses must be taught by certified SFST instructors. Note: A law enforcement agency may provide in-house training for its own officers conducted by officers from the same agency, provided the trainer is a certified ILETSB SFST instructor. Officers may also attend training at an agency other than their own if the training is conducted

by a certified SFST instructor. In these situations, a class roster showing all officers who completed the training must be sent to the ILETSB. Upon request, law enforcement agencies must be able to produce verification of compliance with this requirement.

B. Optional Enforcement Campaigns – these campaigns are optional. An agency can participate in zero, one, two, three or all of them if they so choose.

Agencies may participate in the following campaigns with the predetermined message emphasis:

Halloween (Impaired Driving)
 Super Bowl (Impaired Driving)
 Distracted Driving (Distracted Driving)
 Child Passenger Safety (Occupant Protection)

Optional Enforcement Campaign Requirements:

Like the mandatory campaigns, the applicant agency can apply for funds to conduct Impaired Driving and/or Occupant Protection Enforcement for the Halloween, Super Bowl campaigns. Distracted Driving and Child Passenger Safety only have one campaign focus, but all campaigns will have a primary message and enforcement emphasis (as seen above). Although the focus of the campaign may be occupant protection, impaired driving, child passenger safety, or distracted driving, your agency can still issue other citations such as but not limited to speeding.

Occupant Protection Enforcement:

- See Mandatory Occupant Protection Enforcement Requirements (Exhibit E)

Impaired Driving Enforcement:

- See Mandatory Impaired Driving Enforcement Requirements (Exhibit E)

Distracted Driving Enforcement:

- Only conducted in the month of April.
- No time of day or week requirements.

CC. Additional Enforcement - Agencies can apply for funding to conduct additional enforcement along with the mandatory and optional campaigns. The focus, time, and date are completely up to the department based on their traffic enforcement needs but they cannot be used during the mandatory campaign dates. Agencies shall conduct enforcement focusing on contributory causes of crashes, i.e., speeding, impaired driving, electronic device use, failure to yield, disobeying traffic control signal/device, as well as occupant restraint violations.

In the past, grantees would apply for a specific amount of funds for the type of additional enforcement.

Now, agencies can apply for funds as one lump sum under this section without defining a specific enforcement type. These additional enforcement funds will be used when the agency decides it is most necessary, as long as it is outside of the mandatory campaign dates. Funds can be used as needed throughout the grant year.

Additional Enforcement Requirements:

- Additional Traffic Safety Enforcement Efforts can be scheduled anytime, day or night outside the mandatory campaign dates.

Agencies shall conduct enforcement focusing on contributory causes of crashes, i.e., speeding, impaired driving, electronic device use, failure to yield, disobeying traffic control signal/device, as well as occupant restraint violations.

- Additional Traffic Safety Enforcement funds cannot exceed fifty (50) percent of the requested mandatory and optional enforcement funds.
- Agencies shall submit only one BSPE 205 reporting form and one BSPE 500 reimbursement claim for the entire month when additional enforcement was worked. The BSPE 205 must be submitted within two weeks (14 days) from the end of the month when work was completed. The BSPE 500 shall be submitted within 45 days from the end of the month when work was completed.

EXHIBIT C

CONTACT INFORMATION

CONTACTS FOR NOTIFICATION AND GRANT ADMINISTRATION:

Unless specified elsewhere, all notices required or desired to be sent by either Party must be sent to the persons listed below. Grantee must notify Grantor of any changes in its contact information listed below within five (5) business days from the effective date of the change, and Grantor must notify Grantee of any changes to its contact information as soon as practicable. The Party making a change must send any changes in writing to the contact for the other Party. No amendment to this Agreement is required if information in this Exhibit is changed.

FOR OFFICIAL GRANT NOTIFICATIONS

GRANTOR CONTACT

Name: Becky Edwards

Title: Safety Grant Administrator

Address: 2300 S. Dirksen PKWY, Springfield, IL 62764

GRANTEE CONTACT

Name: Raul Perez

Title:

Address: 4949 WEST CERMAK ROAD , CICERO, IL 60804

GRANTEE PAYMENT ADDRESS

(If different than the address above)

Address:

FOR GRANT ADMINISTRATION

<u>GRANTOR CONTACT</u>	<u>GRANTEE CONTACT</u>
Name: Steve Esslinger	Name: N/A
Title: Safety Projects Manager	Title:
Address: 2300 S. Dirksen Parkway, Springfield, IL 62764	Address:
Phone: 217-524-1001	Phone:
TTY#:	TTY#:
E-mail Address: Steven.Esslinger@illinois.gov	E-mail Address:

EXHIBIT D

PERFORMANCE MEASURES AND STANDARDS

The Grantee Shall:

I. Improve highway safety through the program as described on the proposal document of the application packet.

II. Create targeted efforts to reduce fatalities and serious injuries for all of the related performance measures associated to this grant. These measures are listed below.

Performance Measures:

Total Traffic Fatalities

Serious Injuries in Traffic Crashes

Fatalities/VMT

Unrestrained Passenger Vehicle Occupant Fatalities, All Seat Positions

Alcohol-Impaired Driving Fatalities

Speeding-Related Fatalities

Motorcyclist Fatalities

Unhelmeted Motorcyclist Fatalities

Drivers Age 20 or Younger Involved in Fatal Crashes

Pedestrian Fatalities

Bicyclist Fatalities

Observed Seat Belt Use for Passenger Vehicles, Front Seat Outboard Occupants (State Survey)*

Completeness of Crash Data

Racial Profiling Compliance Level

Performance Standards shall include:

I. Increased program utilization and/or awareness as described in the NOFO.

II. Statistical analysis of data given by Grantee’s PPR and PFR to determine direct positive impacts on the safety program as described in the NOFO.

III. Timeliness of corrective actions will be determined on a case-by-case basis dependent on the urgency to which an issue needs to be addressed. This may be determined by the Grantor, the assigned Grantor contact listed in Exhibit C of this Agreement, any authorized agent of the Grantor, a third party retained by the Grantor, or coordination between the Grantor and the Grantee.

IV. Grant programs must be completed within the timeframe of the grant agreement.

V. The grantee must demonstrate integrity, honesty, and responsibility in the performance of all tasks.

VI. The grantee must be flexible and be open to new and alternate ideas to reduce fatalities and serious injuries.

Mandatory and Optional Campaigns:

Occupant Protection:

1. Average a minimum of one (1) traffic citation for every 60 minutes of patrol.

2. Thirty (30) percent should be for occupant restraint violations.

a. Front and back seat child and adult occupants.

Impaired Driving:

1. A minimum of one DUI arrest for every fifteen (15) hours of patrol.

2. Average a minimum of one (1) traffic citation for every sixty (60) minutes of patrol.

Distracted Driving (optional campaign only):

1. Average a minimum of one (1) traffic citation for every 60 minutes of patrol.
2. Fifty (50) percent should be for electronic device use violations.

Additional Enforcement:

1. Average a minimum of one (1) traffic citation for every 60 minutes of patrol.
2. Average a minimum of two (2) traffic stops per hour.

Campaign Requirements:

For each mandatory, optional, and additional campaign completed, the agency shall:

- Conduct pre- and post-enforcement activities. Examples: news releases; TV interviews; media events; community education; and court (prosecutors and judges) personnel; etc.
- Conduct the enforcement campaign for the minimum specified overtime hours. Patrols must be continual and spread out over the enforcement campaign period during times of high crash incidence.
- Obtain and collect data from campaign. Report this information on the BSPE 205 form or through Amplifund .
- Officers are encouraged to issue multiple citations to drivers and/or passengers who have committed multiple violations.
- The grantee may be asked to participate in promotional events and regional meetings at the request of BSPE. passengers who have committed multiple violations.
- The grantee may be asked to participate in promotional events and regional meetings at the request of BSPE.

EXHIBIT E

SPECIFIC CONDITIONS

Grantor may remove (or reduce) a Specific Condition included in this Exhibit E by providing written notice to the Grantee, in accordance with established procedures for removing a Specific Condition.

These specific conditions, are based upon the grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ) and any pertinent Merit Based Review process (if applicable).

Additional Reporting Requirements may also be found in Part TWO and Part THREE of this agreement.

The Grantee shall submit the BoBS 2832 Grantee Required Reporting form on a regular basis as stated in Exhibits B and E of this Agreement.

Based on the risks below, the Grantee shall submit the BoBS 2832 Grantee Required Reporting form QUARTERLY.

Fiscal And Administrative:

III. Financial and Regulatory Reporting
Conditions:

i. Log indicating report submittal due dates and actual report submittal dates with explanation if late. Undertake all steps to adhere to GAAP, supply the Grantor contact with a plan for said steps, and restate all financial statements as necessary for the given fiscal year.

Corrective Action:

Grantee shall provide all required reports on-time and without error. In addition, the Grantee shall implement performance measures that tie to financial data if not currently in place. Condition may be removed upon request after one year.

PART TWO –GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE**, Grantor has the following additional requirements for its Grantee:

Audit. Grantee shall permit, and shall require its contractors and auditors to permit, the Grantor, and any authorized agent of the Grantor, to inspect all work, materials, payrolls, audit working papers, and other data and records pertaining to the Project; and to audit the books, records, and accounts of the Grantee with regard to the Project. The Grantor may, at its sole discretion and at its own expense, perform a final audit of the Project. Such audit may be used for settlement of the grant and Project closeout. Grantee agrees to implement any audit findings contained in the Grantor's authorized inspection or review, final audit, the Grantee's independent audit, or as a result of any duly authorized inspection or review.

Ethics.**A. Code of Conduct**

1. Personal Conflict of Interest - The Grantee shall maintain a written code or standard of conduct which shall govern the performance of its employees, officers, board members, or agents engaged in the award and administration of contracts supported by state or federal funds. Such code shall provide that no employee, officer, board member or agent of the Grantee may participate in the selection, award, or administration of a contract supported by state or federal funds if a conflict of interest, real or apparent would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:

1. the employee, officer, board member, or agent;
2. any member of his or her immediate family;
3. his or her partner; or
4. an organization which employs, or is about to employ, any of the above.
5. The conflict of interest restriction for former employees, officers, board members and agents shall apply for one year.

The code shall also provide that Grantee's employees, officers, board members, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. The Grantor may waive the prohibition contained in this subsection, provided that any such present employee, officer, board member, or agent shall not participate in any action by the Grantee or the locality relating to such contract, subcontract, or arrangement. The code shall also prohibit the officers, employees, board members, or agents of the Grantee from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

2. Organizational Conflict of Interest - The Grantee will also prevent any real or apparent organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third party contractor or Grantee or impair the objectivity in performing the contract work.

Dispute Resolution. In the event of a dispute in the interpretation of the provisions of this Agreement, such dispute shall be settled through negotiations between the Grantor and the Grantee. In the event that agreement is not consummated at this negotiation level, the dispute will then be referred through proper administrative channels for a decision and ultimately, if necessary, to the Secretary of the Illinois Department of Transportation. The Grantor shall decide all claims, questions and disputes which are referred to it regarding the interpretation, prosecution and fulfillment of this Agreement. The Grantor's decision upon all claims, questions and disputes shall be final and conclusive.

Procurement Procedures/Employment of Grantor Personnel

1. Procurement of Goods or Services - Federal Funds - For purchases of products or services with any Federal funds that costs more than \$10,000.00 but less than the simplified acquisition threshold fixed at 41 U.S.C. 134), (currently set at \$250,000.00) the Grantee shall obtain price or rate quotations from an adequate number (no less than three (3)) of qualified sources. Procurement of products or services with any Federal funds for \$250,000 or more will require the Grantee to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the Grantee, the

procedures of the Grantor will be used. The Grantee may only procure products or services from one source with any Federal funds if: (1) the products or services are available only from a single source; or (2) the Grantor authorizes such a procedure; or (3) the Grantor determines competition is inadequate after solicitation from a number of sources.

For Micro-Purchase (2 C.F.R. 200.67) Procurement of Goods or Services with Federal Funds: where the aggregate amount does not exceed the micro-purchase threshold currently set at \$10,000 (or \$2,000 if the procurement is construction and subject to Davis-Bacon), to the extent practicable, the Grantee must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the Grantee considers the price to be reasonable. The micro-purchase threshold is set by the Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1

2. Procurement of Goods or Services - State Funds -- For purchases of products or services with any State of Illinois funds that cost more than \$20,000.00, (\$10,000.00 for professional and artistic services) but less than the small purchase amount set by the Illinois Procurement Code Rules, (currently set at \$100,000.00 and \$100,000.00 for professional and artistic services) the Grantee shall obtain price or rate quotations from an adequate number (no less than three (3)) of qualified sources. Procurement of products or services with any State of Illinois funds for \$50,000.00 or more for goods and services and \$20,000.00 or more for professional and artistic services) will require the Grantee to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the Grantee, the procedures of the Grantor will be used. The Grantee may only procure products or services from one source with any State of Illinois funds if: (1) the products or services are available only from a single source; or (2) the Grantor authorizes such a procedure; or, (3) the Grantor determines competition is inadequate after solicitation from a number of sources.

The Grantee shall include a requirement in all contracts with third parties that the contractor or consultant will comply with the requirements of this Agreement in performing such contract, and that the contract is subject to the terms and conditions of this Agreement.

For Procurement of Goods or Services that cost less than \$20,000.00, the Grantee shall comply with the following procurement standards:

(\$1- \$1999, no Grantor Involvement)

1. Estimate the total cost of the procurement.
2. The Grantee may choose any vendor desired.
3. Grantee may choose to award without soliciting competitive quotations if Grantee considers the price to be reasonable.

(\$2,000- \$4,999, requires Grantor approval)

1. Identify a need for goods or services.
2. Estimate the total cost of the procurement.
3. Develop specifications to solicit quotes.
4. Obtain quotes from three (3) vendors. Grantee is encouraged to use the registered small business vendor directory (ipg.vendorreg.com).
5. Grantee's purchasing officer shall obtain authorization from Grantor's point of contact provided on Exhibit D.
6. Award to the responsive bidder with the lowest price.

(\$5,000- \$9,999, requires Grantor approval)

1. Identify a need for goods or services.
2. Estimate the total cost of the procurement.
3. Develop specifications to solicit quotes.
4. Obtain quotes from three (3) vendors. Grantee is encouraged to use the registered small business vendor directory (ipg.vendorreg.com).

5. Grantee's purchasing officer shall obtain authorization from Grantor's point of contact provided on Exhibit D.
6. Award to the responsive bidder with the lowest price.

(\$10,000-\$19,999, requires Grantor approval)

1. Identify a need for goods or services.
2. Estimate the total cost of the procurement.
3. Identify registered small businesses in the applicable category.
4. Develop specifications to solicit quotes.
5. Email **ALL** identified small business vendors a request for quote (ipg.vendorreg.com)
6. Prepare or submit information to Grantor's point of contact in Exhibit D.
7. Obtain authorization from Grantor's point of contact provided on Exhibit D.
8. All applicable forms must be approved prior to awarding the contract.

3. Employment of Grantor Personnel -- The Grantee will not employ any person or persons currently employed by the Grantor for any work required by the terms of this Agreement.

Reporting. Grantee agrees to submit periodic financial and performance reporting on the approved IDOT BoBS 2832 form. Grantee shall file Quarterly BoBS 2832 reports with Grantor describing the expenditure(s) of the funds and performance measures related thereto.

The first BoBS 2832 report shall cover the reporting period after the 10/01/2023 effective date of the Agreement. 10/01/2023 reports must be submitted no later than 30 calendar days following the period covered by the report.

For the purpose of reconciliation, the Grantee must submit the BoBS 2832 report for the period ending 12/31/2023 (Grantee's Fiscal Year End date).

A BoBS 2832 report marked as "Final Report" must be submitted to the Grantor 60 days after the end date of the Agreement. Failure to submit the required BoBS 2832 reports may cause a delay or suspension of funding.

Additional Reporting Requirements

The Grantee must submit the BoBS 2832 for the period ending 9/30 - Federal Fiscal Year End Grantee shall submit to Grantor the BoBS 2832 for the period ending September 30 within 30 calendar days of the end of the Federal Fiscal Year.

Renewal: This Agreement may not be renewed.

PART THREE –PROJECT-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE** and Grantor-Specific Terms in **PART TWO**, Grantor has the following additional requirements for this Project:

Funding Source: 402

FAIN: 69A3752230SUP4020ILO and 69A37523300004020ILO

Assistance Listing 20.600

Award Dates: 5/16/2022, 11/30/2022, 2/14/2023

I. Invoices submitted by the Grantee will be for expenses that have been incurred to complete the scope of services/responsibilities in Exhibit A. If the Grantee’s invoices are deemed by the Grantor or auditors to not be sufficiently documented for supplies and equipment purchased or other services rendered, the Grantor may require further records and supporting documents to verify the amounts, recipients and uses of all funds invoiced pursuant to this Agreement. Furthermore, if any of the deliverables or milestones in Exhibit B are not satisfactorily completed, the Grantee will refund payments made under this Agreement to the extent that such payments were made for any such incomplete or unsatisfactory deliverable.

The Grantee shall submit all claims on the BSPE 500 STEP Claim for Reimbursement form.

All claims for reimbursement and final reports are due to the Grantor by 5 p.m. on Friday, November 1, 2024. Failure to submit these documents by the required due date will significantly delay payment and may result in additional time and paperwork by filing through the Illinois Court of Claims should the claim be determined to be lapsed. Any expenditure made prior to the agreement Start date is the responsibility of the Grantee.

(a) The Grantee must submit the BSPE 500 form and supporting documentation to the Grantor pursuant to this Agreement via email at:

DOT.BSPE.Claims@illinois.gov

If issues arise submitting the BSPE 500, please contact your Grantor contact.

II. All claims and supporting documents shall be signed and dated electronically by either the project director or the authorized representative of the Grantee.

(a) The claim must include:

(i) The Agreement Number.

(ii) Requests for reimbursement must be requested on the Grantor's designated form, BSPE 500.

(iii) Back up documentation, which may include invoices and receipts for expenditures, must be submitted with each claim.

III. Review and Approval

(a) Upon submittal of a claim, the assigned Grantor Contact listed in Exhibit C of this Agreement reviews and checks:

(i) Mathematical accuracy of the claim.

(ii) That requested reimbursement is consistent with items included in the approved budget.

(iii) That total amount requested for reimbursement is proportional to total amount budgeted.

(iv) That expenditures for each line item are less than or equal to the budgeted amounts and are allowable.

(v) Completion of the work.

(b) Failure to provide a complete claim may delay or prevent reimbursement. If there are problems with the claim, the assigned Grantor contact listed in Exhibit C of this Agreement will contact the Grantee to resolve the issue so that payment can be made, assuming all expenses are allowable. This may include submission of a new or corrected claim by the Grantee.

(c) The assigned Grantor contact listed in Exhibit C of this Agreement will review and approve or reject the claim within thirty (30) days of the Grantee's submittal. If rejected, the claim will not be processed for payment until revisions are approved by the Grantee.

IV. Manager Approval

(a) Once a claim is approved for payment, the Grantor's Finance Unit processes the claim for payment by the Comptroller.

V. Send Payment

(a) Once approved, the Comptroller forwards payment either via Electronic Fund Transfer (EFT) or by mailing a check to the Grantee's Remittance Address listed on this Agreement.

VI. Indirect Cost Rate Eligibility

(a) Indirect cost rate shall be referred to as indirect cost rate or rate(s) throughout the language of this Agreement.

(b) The Grantee is only eligible to receive an indirect cost rate if requested on the grant application and the following stipulations are met:

(b) The Grantee is only eligible to receive an indirect cost rate if requested on the grant application and the following stipulations are met:

(i) The Grantee has a finalized indirect cost rate for the corresponding fiscal year wherein the expenses are allowable under the Negotiated Indirect Cost Rate Agreement (NICRA) or other applicable agreement between the agency and an appropriate third party; If this is the first time for negotiating an indirect cost rate, the grantee has the option to request a 10% provisional De Minimis rate until the rate is finalized.

(ii) The Grantee is eligible to claim a provisional rate at the commencement of the grant agreement should the rate for the corresponding fiscal year not yet be finalized;

(iii) The Grantee adheres to the requirements for receiving an indirect cost rate including, but not limited to, have appropriate approval to receive indirect cost funds and finalize the indirect cost rate that have been provisionally offered in a timely manner (timeliness is at the discretion of the Grantor).

(1) Indirect Cost Rates are based on the Grantee's fiscal year, therefore, other restrictions and deadlines may apply. The Grantee must work with the Grantor's Support Services Manager to determine such additional restrictions. The Grantor's Support Services Manager may be reached by emailing DOT.TSgrants@illinois.gov.

(c) The Grantee acknowledges that provisional rates are not guaranteed for the duration of this grant agreement. A rate shall be finalized prior to the end of the Agreement on Monday, September 30, 2024.

(i) Indirect cost rates finalized at a differing rate from the provisional rate may result in an amendment to this Agreement.

iii. Any overpayment of indirect costs on reimbursement submittals from the grantee paid under the provisional

rate shall be deducted by the Grantor from the total amount owed on remaining reimbursement submittals once the rate is finalized even in the event that the amendment has not been issued or executed. The Grantee will be responsible for repaying to the Grantor any indirect cost overpayment that cannot be recouped from remaining reimbursement submittals.

iv. If provisional indirect cost rates are not finalized by July 1st of the grant year within this agreement, the Grantor may recollect all indirect costs that were issued under the provisional rate. These funds will be recollected through remaining reimbursement submittals, or if no further expenditures are submitted for reimbursement, the Grantor will issue a recollection statement to the Grantee.

(d) The Grantee is fully aware and in understanding of the Illinois Grant Funds Recovery Act as listed in Article XXII subsection 22.11 of this Agreement.

(e) The Grantee acknowledges that the rate may be denied, altered, or otherwise amended outside the scope of rate requirements listed in Part III subsection VI of this agreement.

(f) All state university grant recipients shall adhere to the 20% on-campus/10% off-campus rate as per the memorandum issued January 24, 2020 to Grantor grant and program staff from the Grantor's Acting Chief Financial Officer.

VI. The GRANTEE shall abide by conditions set forth by NHTSA:

(a) Prohibition on Using Grant Funds to Check for Helmet Usage. The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

(b) Policy on Seat Belt Use. In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the GRANTEE is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at <http://www.idot.illinois.gov/transportation-system/safety/grants/index>. The NHTSA website (www.nhtsa.gov) also

provides information on statistics, campaigns, and program evaluations and references.

(c) Policy on Banning Text Messaging While Driving. In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting.

(d) During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- i. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- ii. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 2I and herein;
- iii. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- iv. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or canceling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- v. To insert this clause, including paragraphs (i) through (v), in every subcontract and sub-agreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

(e) Buy America. As set forth in 49 U.S.C 5323(j) and 49C.F.R. Part 661, only steel, iron and manufactured products produced in the United State may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest; that such materials will

increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

(f) Hatch Act, 5 U.S.C. 1501-1508 and 7324-7328, which limits the political activities of employees whose principal employment activities are funded in whole or in part with federal funds;

(g) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

(h) Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);

(i) The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not);

(j) Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;

(k) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and

(l) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR at 74087 to 74100).

(m) RESTRICTION ON STATE LOBBYING (applies to sub-recipients as well as States) None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending

HS-24-0195 Town of Cicero – Budget











































📅 Start: 10/1/2023 📅 End: 9/30/2024

Budget View Settings

Options

Grant Year Responsible Individuals GL Accounts

Budget

Expense Budget +	Grant Funded	Total Cost
1. Personnel (Salaries and Wages) +   		
Hireback Officers    \$	\$35,773.60	\$35,773.60
Subtotal	\$35,773.60	\$35,773.60
10. Research and Development (R&D) +   		
Subtotal	\$0.00	\$0.00
11. Telecommunications +   		
Subtotal	\$0.00	\$0.00
12. Training and Education +   		
Subtotal	\$0.00	\$0.00
13. Direct Administrative Costs +   		
Subtotal	\$0.00	\$0.00
14. Other or Miscellaneous Costs +   		
Subtotal	\$0.00	\$0.00
2. Fringe Benefits +   		
Subtotal	\$0.00	\$0.00
3. Travel +   		
Subtotal	\$0.00	\$0.00
4. Equipment +   		
Subtotal	\$0.00	\$0.00
5. Supplies +   		
Subtotal	\$0.00	\$0.00
6. Contractual Services & Subawards +   		
Subtotal	\$0.00	\$0.00
7. Consultant Services and Expenses +   		
Subtotal	\$0.00	\$0.00
8. Construction +   		
Subtotal	\$0.00	\$0.00

9. Occupancy (Rent and Utilities) +   

Subtotal	\$0.00	\$0.00
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Indirect Cost +   

Subtotal	\$0.00	\$0.00
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Total Expense Budget Cost	\$35,773.60	\$35,773.60
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Revenue Budget	Grant Funded	Total Revenue
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Grant Funding

Awarded Amount	\$35,773.60	\$35,773.60
Subtotal	\$35,773.60	\$35,773.60

Match

Cash Match		\$0.00
In-Kind		\$0.00
Subtotal		\$0.00

Total Revenue Budget Cost	(\$35,773.60)
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Total Overall Budget Cost	\$0.00
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RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AND APPROVING A GRANT APPLICATION TO 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 whereby the Town sought grant funding from DCEO for a portion of the Project; and

WHEREAS, the Town Grant Administrator now recommends that the Town submit an application (the “Application”) for additional grant funding from the DCEO for the Project; and

WHEREAS, the Application is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Application requires the President’s execution of the 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 Application and to authorize the President to execute the Application 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 Application 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 Application 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 Application 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:

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

APPROVED by the President on _____, 2023

LARRY DOMINICK
PRESIDENT

ATTEST:

MARIA PUNZO-ARIAS
TOWN CLERK

EXHIBIT A

RESOLUTION APPROVING THE 2024 HOLIDAY SCHEDULE
(ADMINISTRATIVE FACILITIES OPEN FOR A FOUR DAY WORK WEEK)

WHEREAS, it is in the best interest of the Town of Cicero to schedule the dates the Town Hall will be closed during the year 2024;

NOW, THEREFORE, It Is Hereby Resolved by the President and Board of Trustees of the Town of Cicero that the Cicero Town Hall will be closed on the following holidays in 2024:

January 1st	New Year's Day
January 15th	Martin Luther King Jr.'s Birthday
February 19th	Presidents' Day
March 4th	Pulaski Day
April 1st	Easter Holiday (Observed)
May 27th	Memorial Day
June 19th	Juneteenth
July 4th	Independence Day
September 2nd	Labor Day
October 14th	Columbus Day
November 11th	Veteran's Day
November 28th	Thanksgiving Day
December 24th	Christmas Eve
December 25th	Christmas Day
December 31st	New Year's Eve

Larry Dominick, Town President

ATTEST:

Maria Punzo-Arias, Town Clerk

Date of Passage: _____
Date of Publication: _____

RESOLUTION APPROVING THE 2024 HOLIDAY SCHEDULE
(ADMINISTRATIVE FACILITIES OPEN FOR A FIVE DAY WORK WEEK)

WHEREAS, it is in the best interest of the Town of Cicero to schedule the dates the Town Hall will be closed during the year 2024;

NOW, THEREFORE, It Is Hereby Resolved by the President and Board of Trustees of the Town of Cicero that the Cicero Town Hall will be closed on the following holidays in 2024:

January 1st	New Year's Day
January 15th	Martin Luther King Jr.'s Birthday
February 19th	Presidents' Day
March 4th	Pulaski Day
March 29th	Easter Holiday
May 27th	Memorial Day
June 19th	Juneteenth
July 4th	Independence Day
September 2nd	Labor Day
October 14th	Columbus Day
November 11th	Veteran's Day
November 28th	Thanksgiving Day
December 24th	Christmas Eve
December 25th	Christmas Day
December 31st	New Year's Eve

Larry Dominick, Town President

ATTEST:

Maria Punzo-Arias, Town Clerk

Date of Passage: _____

Date of Publication: _____

**BOARD OF TRUSTEES
OF
TOWN OF CICERO
2024
SCHEDULE OF MEETINGS**

During the Calendar Year 2024, Regular Meetings of the Cicero Board of Trustees will be held in the Court/Board Room on the 2nd Tuesday of each month at 10:00 A.M. and the 4th Tuesday of each month at 10:00 A.M.

List of Meetings by Date

DATE	TIME	DATE	TIME
January 9	10:00 A.M.	July 9	10:00 A.M.
January 23	10:00 A.M.	July 23	10:00 A.M.
February 13	10:00 A.M.	August 13	10:00 A.M.
February 27	10:00 A.M.	August 27	10:00 A.M.
March 12	10:00 A.M.	September 10	10:00 A.M.
March 26	10:00 A.M.	September 24	10:00 A.M.
April 9	10:00 A.M.	October 8	10:00 A.M.
April 23	10:00 A.M.	October 22	10:00 A.M.
May 14	10:00 A.M.	November 12	10:00 A.M.
May 28	10:00 A.M.	November 26	10:00 A.M.
June 11	10:00 A.M.	December 10	10:00 A.M.
June 25	10:00 A.M.	Monday, December 23	10:00 A.M.