
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, MARCH 12, 2024 - 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# 5, Manual Checks & Online Payments

B) Payroll

4

C) Blue Cross & Blue Shield

1) Medical & Stop Loss Premiums

2) HMO Premiums

3) Accidental Death & Dismemberment Premiums

5. **Permits**

A) Elizabeth Hernandez, IL State Representative - 2nd District

22

B) El Shaddai Ministry

23

C) Inner City Impact

28

D) St. Mary of Czestochowa Church

1) Flea Market

31

2) Live Way of the Cross Procession	35
6. <u>Report</u>	
A) Collector's Office Report & Revenue Summary	40
7. <u>Ordinances</u>	
A) An Ordinance Authorizing And Approving A Collective Bargaining Agreement Between The Laborers' International Union Of Operating Engineers, Local 150 And The Town Of Cicero, County Of Cook, State Of Illinois	43
B) An Ordinance Rescinding Ordinance No. 5-24 And Authorizing And Approving Certain Agreements For The Lease Of A Printer For The Health Department Of The Town Of Cicero, County Of Cook, State Of Illinois	49
C) An Ordinance Authorizing And Approving An Interagency Agreement Between The Proviso Children's Advocacy Center And The Town Of Cicero, County Of Cook, State Of Illinois	66
8. <u>Resolutions</u>	
A) A Resolution Authorizing, Approving, And Ratifying An Invoice From Restore Construction For Demolition Services Provided To The Town Of Cicero, County Of Cook, State Of Illinois	111
B) A Resolution Authorizing, Approving, And Ratifying An Invoice From Robert R. Andreas & Sons, Inc. For Services Provided To The Town Of Cicero, County Of Cook, State Of Illinois	119
C) A Resolution Authorizing And Approving A Certain Agreement For CourtSmart Software For The Town Of Cicero, County Of Cook, State Of Illinois	127
D) A Resolution Authorizing The Purchase Of Goods And Services From 4Imprint For The Town Of Cicero, County Of Cook, State Of Illinois	136
E) A Resolution Authorizing The Town President To Enter Into Certain Agreements With Entertainment Management Group To Provide Services To The Town Of Cicero, County Of Cook, State Of Illinois	142
F) A Resolution Authorizing The Town President To Enter Into A Certain Agreement With Klandestino Entertainment, Inc. To Provide Services To The Town Of Cicero, County Of Cook, State Of Illinois	152
G) A Resolution Authorizing The Town President To Enter Into A Certain Agreement With Bright Lights Productions Inc. To Provide Services To The Town Of Cicero, County Of Cook, State Of Illinois	179
H) A Resolution Authorizing And Approving The Settlement Of Litigation In The Case Leticia Dardon V. Town Of Cicero For The Town Of Cicero, County Of Cook, State Of Illinois	196
I) A Resolution Authorizing The Town President To Enter Into A Certain Professional Services Agreement With Christopher Gallaway To Provide Services To The Town	209

Of Cicero, County Of Cook, State Of Illinois

- J) A Resolution Authorizing The Town President To Enter Into A Certain Agreement With Kenia Ugalde To Provide Dental Services To The Town Of Cicero, County Of Cook, State Of Illinois 225
- K) A Resolution Creating Certain Positions Within The Health Department And Appointing Specified Individuals To Such Positions For The Town Of Cicero, County Of Cook, State Of Illinois 235
- L) A Resolution Authorizing, Approving, And Ratifying An Application For Grant Funding From The USDA Forest Service Urban And Community Forestry Service For The Town Of Cicero, County Of Cook, State Of Illinois 241
- M) A Resolution Ratifying A Grant Application And Authorizing And Approving A Grant Agreement With The Illinois Law Enforcement Training And Standards Board For The Town Of Cicero, County Of Cook, State Of Illinois 285
- N) A Resolution Authorizing And Approving The Purchase Of Security System Technology From Current Technologies, Inc. For The Town Of Cicero, County Of Cook, State Of Illinois 346

9. *Citizen Comments (3 minute limit)*

10. *Adjournment*

DATE 3/07/24

EMPLOYEES BY

TCHR97

TIME 12:20:51

HIRE DATE

JJARAMILLO

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
 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
 09/15/1997 WINES, ANDRE
 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 KOSENESKY, RHONDA, ANN
 03/22/1999 MARTINEZ, JOSE, ANGEL
 06/14/1999 MELENDEZ, JACQUELINE
 07/27/1999 DRAKULICH, LOUIS
 07/27/1999 GILPIN, JENNIFER
 10/11/1999 WOOD, ALISHA, A
 04/11/2000 CAVA, JOHN
 04/25/2000 PACIONE, VITO, A
 04/25/2000 WOJTOWICZ, CHRISTOPHER, M
 06/05/2000 JOHNSON, MICHELE, L

DATE 3/07/24
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 HIRE DATE NAME

EMPLOYEES BY
 HIRE DATE

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CORPORATE

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 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
 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
 10/18/2002 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
 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

DATE 3/07/24

EMPLOYEES BY

TCHR97

TIME 12:20:51

HIRE DATE

JJARAMILLO

HIRE DATE NAME

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CORPORATE

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
 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

DATE 3/07/24
 TIME 12:20:51
 HIRE DATE NAME

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 HIRE DATE

TCHR97
 JJARAMILLO

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CORPORATE

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
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
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

DATE 3/07/24

EMPLOYEES BY

TCHR97

TIME 12:20:51

HIRE DATE

JJARAMILLO

HIRE DATE NAME

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CORPORATE

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
 04/22/2008 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
 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

DATE 3/07/24
 TIME 12:20:51
 HIRE DATE NAME

EMPLOYEES BY
 HIRE DATE
 TCHR97
 JJARAMILLO

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CORPORATE

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
 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
 06/12/2012 GARCIA, TANYA
 06/19/2012 WALSH, PATRICIA
 06/20/2012 BORBOR, BEHNAM

DATE 3/07/24

EMPLOYEES BY

TCHR97

TIME 12:20:51

HIRE DATE

JJARAMILLO

HIRE DATE NAME

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CORPORATE

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
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

DATE 3/07/24
 TIME 12:20:51
 HIRE DATE NAME

EMPLOYEES BY
 HIRE DATE

TCHR97
 JJARAMILLO

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CORPORATE

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 SALGADO, NELIDA
 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
 06/16/2014 HERNANDEZ, CARLOS
 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 MARCOLINI, ADAM, J
 08/13/2014 QUELETTE, CHRISTOPHER, J
 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
 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

DATE 3/07/24

EMPLOYEES BY

TCHR97

TIME 12:20:51

HIRE DATE

JJARAMILLO

HIRE DATE NAME

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CORPORATE

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 JIMENEZ, JENNIKA
 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
 04/24/2017 DIAZ, EDUARDO
 05/09/2017 POROD, ROBERT, F
 05/24/2017 IRIZARRY, DANIEL
 05/24/2017 SAUCEDO, CHRISTOPHER
 06/01/2017 TRABANINO, ABNER
 06/02/2017 MARTINEZ, BAILEY
 06/02/2017 PONCE, JOSE

DATE 3/07/24

EMPLOYEES BY

TCHR97

TIME 12:20:51

HIRE DATE

JJARAMILLO

HIRE DATE NAME

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CORPORATE

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
06/26/2018	BUSCEMI, ANGELO, D
06/26/2018	LUNA, FERNANDO
06/26/2018	SZCZEPANIAK, MALAKAI
07/30/2018	ALEJANDRO, RUPERTO, JR
07/30/2018	DELGADO, JENO, J
08/01/2018	DAHMS, JUSTIN
08/01/2018	GUTIERREZ, LUIS, M
09/11/2018	HERNANDEZ, OSCAR
09/24/2018	GOMEZ, JOSE, L
09/24/2018	VELAZQUEZ, JHOANNA
09/28/2018	RAY, SHIRLEY
10/01/2018	CANO, JESUS
10/15/2018	GARCIA, ISABEL, I
10/15/2018	LARA, ANA
11/27/2018	GARCIA, 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

DATE 3/07/24

EMPLOYEES BY

TCHR97

TIME 12:20:51

HIRE DATE

JJARAMILLO

HIRE DATE NAME

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CORPORATE

02/28/2019 CIUREJ, JAMES, J
 02/28/2019 KRYGSHELD, STEVEN, A
 02/28/2019 LEAHY, KEVIN, D
 02/28/2019 PHILLIPS, PATRICK, W
 03/04/2019 FERNANDEZ, FELIX, JR
 05/03/2019 KRAUT, FRANK
 05/03/2019 KRAUT, JOSEPHINE
 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
 06/24/2019 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
 09/30/2019 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
 03/10/2020 VAVAL, CHRISTOPHER, M
 06/06/2020 CUNDARI, CARA, L
 06/09/2020 EUKOVICH, THOMAS, G
 06/18/2020 CRUZ, BRIAN
 06/29/2020 JOHNSON, CORNELIUS
 07/06/2020 GALLEGOS, MARIA, A
 07/08/2020 RIVERA, DIEGO, A
 08/12/2020 OLIVA, VICTOR
 09/02/2020 TALSMA, EUGENE, L
 09/08/2020 JAIMES, DIEGO
 09/09/2020 VARGAS PENA, EVENCIO
 09/14/2020 GONZALEZ, GUSTAVO

DATE 3/07/24

EMPLOYEES BY

TCHR97

TIME 12:20:51

HIRE DATE

JJARAMILLO

HIRE DATE NAME

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CORPORATE

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 CASTRO, JUAN, M
 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
 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
 06/02/2021 REYES, JOSHUA
 06/02/2021 VARGAS, CESAR
 06/03/2021 MARTINEZ, GAEL
 06/03/2021 MARTINEZ, GARETH, I
 06/03/2021 NAVAL, JENNIFER
 06/03/2021 OROZCO, LUIS, D
 06/04/2021 BARRAGAN, DESTINY, G
 06/04/2021 BARRAGAN, JASMIN
 06/04/2021 BUSCEMI, DOMINICK, A
 06/04/2021 DELGADILLO, BERENISE
 06/05/2021 SAN PEDRO, EDGAR
 06/05/2021 SAN PEDRO, LESLIE, G
 06/06/2021 ROMERO, LUIS, R
 06/07/2021 ESCOBEDO, JUAN, J
 06/09/2021 MENDEZ, NATHAN, M
 06/09/2021 RAMIREZ, SAMANTHA
 06/10/2021 OWCZAREK, JEFFREY, R
 06/14/2021 AITCHESON, JAMES
 06/14/2021 AYALA, SALVADOR
 06/14/2021 MARCOLINI, ZACHARY, A
 06/15/2021 RETANA, CELESTE
 06/15/2021 SORIA, MOISES

DATE 3/07/24

EMPLOYEES BY

TCHR97

TIME 12:20:51

HIRE DATE

JJARAMILLO

HIRE DATE NAME

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CORPORATE

06/16/2021 COBOS, ISIDRO
 06/19/2021 VIRGEN, JOSE
 06/28/2021 MERCADO, ALAN, E
 06/28/2021 MORALES, BENJAMIN
 07/15/2021 CHAGOYA, JESUS, M
 07/19/2021 NUNO, GABRIELA
 08/07/2021 PETRACEK, MARY, A
 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
 12/18/2021 MARTINEZ, MICHAEL, A
 01/04/2022 AVILA, MIGUEL
 01/04/2022 GARDUNO, Omero
 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 TEMES, DELORES, R
 02/23/2022 ALVA, ERIKA
 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

DATE 3/07/24 EMPLOYEES BY
 TIME 12:20:51 HIRE DATE

TCHR97
 JJARAMILLO

HIRE DATE NAME

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CORPORATE

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	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
06/03/2022	FLORES, ADAN
06/03/2022	GUZMAN, ANDREW
06/06/2022	MANFRE, RYAN
06/08/2022	GONZALEZ, ALEJANDRO
06/14/2022	LEATO, ABIGAIL
06/14/2022	SAN PEDRO, EVELYN
06/15/2022	GOMEZ, NATALIA
06/15/2022	LEATO, AARON
06/15/2022	PAIZ, AUSTIN
06/21/2022	BONILLA, ANDRES, A
06/21/2022	GARCIA, VANESSA
06/21/2022	MAYORGA, VALENTINA
06/21/2022	SANTOS, SARAH
07/10/2022	FERNANDEZ, BRIAN
07/11/2022	BAUTISTA, ANTHONY
07/11/2022	HEREDIA, AALIYAH
07/17/2022	GARCIA, ROBERTO
07/18/2022	MARTINEZ, ROLANDO
07/18/2022	TALBOT, NATHANIEL
08/15/2022	ARDOLINO, MEGHAN
08/15/2022	WEINER, SAMANTHA
08/15/2022	WILLIS, FELICIA
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

DATE 3/07/24

EMPLOYEES BY

TCHR97

TIME 12:20:51

HIRE DATE

JJARAMILLO

HIRE DATE NAME

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CORPORATE

09/19/2022 WILLIS, DELISHA
 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
 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
 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
 05/11/2023 GONZALEZ, JACQUELINE
 05/11/2023 OROZCO, AARON
 05/11/2023 OROZCO, ISIDRO
 05/15/2023 ARCE, JULIANA
 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
 05/23/2023 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
 06/01/2023 BARRIENTOS, DELILAH
 06/02/2023 FLORES, ALEX
 06/02/2023 FLORES, JULIAN
 06/02/2023 RODRIGUEZ, DIANA
 06/03/2023 ARCEO, AMIR
 06/04/2023 FARIAS, LEONEL
 06/04/2023 LOZANO, FRANKIE
 06/05/2023 CERVANTES, STEVE
 06/05/2023 NIEVES, ANGELO
 06/05/2023 TOVAR, ALEXIS
 06/06/2023 DOMINICK, JACOB
 06/06/2023 RIOS, JORGE
 06/06/2023 ZARCO, RAMIRO

DATE 3/07/24 EMPLOYEES BY
 TIME 12:20:51 HIRE DATE
 HIRE DATE NAME

TCHR97
 JJARAMILLO

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CORPORATE

06/07/2023	RETANA, ERNESTO
06/08/2023	HERNANDEZ ORTIZ, GABRIEL
06/08/2023	JUAREZ HERNANDEZ, DAISY
06/08/2023	TOVAR, MAGALY
06/11/2023	KORZELIK, DANIEL
06/12/2023	CAHUE, KARLA
06/12/2023	CONTRERAS-ORTIZ, ISABEL
06/12/2023	ORTIZ, KAYLA
06/12/2023	RODRIGUEZ VELARDE, GIOVANNI
06/13/2023	ACOSTA, ANTONIO
06/13/2023	SILVA, RONALD, A
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	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	OLANDER, TAYLOR
09/11/2023	SCALISE, LUIGI
09/11/2023	TORNABENE, NICOLE
09/11/2023	TRACY, MICHAEL
09/21/2023	OROZCO, NATHAN
10/02/2023	GALVAN, RAMON
10/03/2023	RAMIREZ, SOCHIL
10/10/2023	DIAZ, JASMINE
10/10/2023	SOLORIO, JORGE
10/18/2023	ANDRADE-LARA, JASMINE
10/18/2023	LOPEZ-TORRES, AMITZA
10/23/2023	ARCHILLA, IRIS
10/24/2023	CAHUE, JAIME
11/07/2023	LARACUENTE, VERONICA
11/07/2023	SALAZAR, GUADALUPE
11/07/2023	VAZQUEZ, RODOLFO
11/09/2023	GONZALEZ, CLAUDIA
11/20/2023	MENDOZA, ALEXANDER
11/28/2023	BIELAWA, MARY ANN, A
11/28/2023	BIELAWA, RICHARD, J
11/28/2023	BRISENO, MARIA, A
11/28/2023	GIL, ARTEMIO
11/28/2023	GONZALEZ, SOCORRO
11/28/2023	STARNES, LARRY, L

HUMAN RESOURCES

DATE 3/07/24

EMPLOYEES BY

TCHR97

TIME 12:20:51

HIRE DATE

JJARAMILLO

HIRE DATE NAME

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CORPORATE

12/04/2023 DAVILA, ERIC
 12/20/2023 WILLIS, TAWANDA
 01/09/2024 POTTS, FRANK
 01/16/2024 CHAVEZ-VAZQUEZ, EDWIN
 01/16/2024 ESTRADA, ANGEL, JR
 01/16/2024 GUDINO, GABINO
 01/16/2024 LEONIDES, LETICIA
 01/16/2024 ROMERO, ARMANDO
 01/16/2024 SAUNO, MIGUEL
 02/01/2024 DONATO, JUAN
 02/05/2024 D'ADDOSIO, MICHAEL

Total Employees: 875
 Estimated Payroll Salary: 1,736,592.25

NOTE: Hourly rates not included in estimated payroll salary

HUMAN RESOURCES

DATE 3/07/24

EMPLOYEES BY

TCHR97

TIME 12:20:51

HIRE DATE

JJARAMILLO

HIRE DATE NAME

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LIBRARY

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
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
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
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
11/06/2023 ESCOBEDO, GISSEL
01/29/2024 TOVAR, ANA
02/09/2024 NAVA, LORENA, A

Total Employees: 31
Estimated Payroll Salary: 23,398.74

NOTE: Hourly rates not included in estimated payroll salary

SPRINGFIELD OFFICE:
109 STATE HOUSE
SPRINGFIELD, ILLINOIS 62706
PHONE: (217) 782-8173



DISTRICT OFFICE:
6117 W. CERMAK ROAD
CICERO, ILLINOIS 60804
PHONE: (708) 222-5240
FAX: (708) 222-5241

ELIZABETH "LISA" HERNANDEZ
ILLINOIS STATE REPRESENTATIVE • 2ND DISTRICT
DEPUTY MAJORITY LEADER

February 29, 2024

Maria Punzo Arias, Town Clerk
4949 W Cermak RD
Cicero, IL 60804

Dear Ms. Punzo - Arias,

I write to request an Occupancy Use Permit of the Cicero Community Park/parking lot located at 3400 & Laramie. I will be hosting an Eco Friendly Disposal Event on Saturday April 20, 2024 from 9:00am to 12:00pm.

Please feel free to contact my office if you need additional information.

Sincerely,

A large black rectangular redaction box covering the signature of Elizabeth "Lisa" Hernandez.

Elizabeth "Lisa" Hernandez
State Representative 2nd District
Deputy Majority Leader



Ismael Vargas <ivargas@thetownofcicero.com>

Application permit El Shaddai Cicero

2 messages

El Shaddai Cicero [redacted]
To: Ismael Vargas <ivargas@thetownofcicero.com>

Mon, Feb 26, 2024 at 11:13 PM

Re:
1634 s Laramie Cicero Illinois
1620 S Laramie Cicero Illinois

Good Morning Ismael,

Attached you will find the certificate of liability insurance and the application for the to request the town's permit. This is to obtain permission to use the parking lot for Ministerio El Shaddai this weekend Friday to Saturday March 15-16 We will be celebrating our annual church convention and we are expecting people from different places around the city.

Thank you if you have any questions please let me know.

Fanny Sincio
[redacted]

2 attachments

TOWN OF CICERO.pdf
1788K

132849_14_readerenabled.pdf
130K

Ismael Vargas <ivargas@thetownofcicero.com>
To: El Shaddai Cicero [redacted]

Tue, Feb 27, 2024 at 9:13 AM

Thank you

[Quoted text hidden]

Ismael Vargas
Business License Director /
Police and Fire Chaplain
(708) 656-3600 Ext. 209
4949 W. Cermak Rd.
Cicero, IL 60804
www.thetownofcicero.com

*Rec'd 2/27/2024
from I Vargas
[Signature]*



TOWN OF CICERO

4949 West Cermak Road • Cicero, Illinois 60804 • 708-656-3600

APPLICATION FOR A SPECIAL EVENT PERMIT/STREET CLOSURE

RETURN THIS COMPLETED APPLICATION WITH ANY REQUIRED
PAYMENT, LICENCE, BOND, AND/OR EXECUTED STREET CLOSURE
AGREEMENT TO:

THE OFFICE OF THE TOWN CLERK
4949 WEST CERMAK ROAD
CICERO, ILLINOIS 60804

TELEPHONE: 708-656-3600

FAX: 708-656-5801

EMAIL: MARIAS@THETOWNOFCICERO.COM

THE BOARD OF TRUSTEES OF THE TOWN OF CICERO WILL ONLY REVIEW THIS APPLICATION IF IT IS LEGIBLE AND FILLED OUT COMPLETELY. PLEASE TYPE OR PRINT CLEARLY.

Date of application: 2/26/2024. The application must be filed at least thirty (30) calendar days prior to the scheduled date of the special event, unless the timeframe is waived by the Board of Trustees of the Town of Cicero.

SPONSOR INFORMATION:

- The person(s) conducting the special event or in whose name or for whose support the special event will be held: Ministerio El Shaddai / El Shaddai Ministry Inc (the sponsor)
- Address of each Sponsor: 1421 S Laramie Cicero IL 60804
- Telephone Number of each sponsor: (773) 524-8208
- Fax Number of each sponsor: _____

AGENT INFORMATION (if the Sponsor is an entity or is an individual who will not be present throughout the duration of the special event, include the following information for an authorized and responsible agent (the "Agent")):

- Name of the Agent: Fanny Sinecio
- Address of the Agent: [REDACTED]
- Telephone number of the Agent: [REDACTED]
- Fax number of the Agent: [REDACTED]

SPECIAL EVENT INFORMATION:

- Date(s) of the proposed special event: MARCH 15 - March 16
- The special event will start at 9:00am. and end at 10:00p.m.
- The block, intersection or portion of the street that the Sponsor is asking to close (if applicable): NA
- The estimated number of people who will attend the special event: 200
- The purpose or a description of the special event: Integration Annual Convention
- Will parking be restricted or prohibited during the special event (check one)?

YES or NO

- Will any music will be played or sound amplification equipment be used at the special event (check one box)? YES or NO

If YES, all sound amplification equipment must be used in accordance with applicable laws, including the Town of Cicero's noise ordinance.

- Will alcoholic liquor, beverages, food and/or merchandise be sold, offered for sale or given away at the special event (check one box)? YES or NO

If YES, what types of goods will be sold, offered for sale or given away: _____

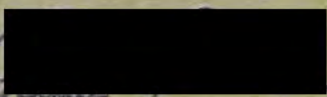
If YES, the Town of Cicero may require the Sponsor to provide proof to the Town of Cicero that the Sponsor has obtained all necessary permits or licenses to carry out the special event.

- The special Town of Cicero services, if any, that the special event will require: _____

The Sponsor has been given a copy of Chapter 82, Section 82-38, section 82-306 and 82-307 of The Code of Ordinances of the Town of Cicero, Illinois.

THE SPONSOR UNDERSTANDS THAT, IF THIS APPLICATION IS GRANTED:
(1) THE SPONSOR MUST MAINTAIN, AT ITS SOLE COST AND EXPENSE, SUCH INSURANCE POLICIES WITH SUCH LIMITS AS DETERMINED BY THE TOWN OF CICERO; (2) THE SPONSOR WILL BE REQUIRED TO POST A BOND OR DEPOSIT WITH THE TOWN OF CICERO A SUM IN AN AMOUNT ESTIMATED TO COVER THE ADDITIONAL PERSONNEL COSTS TO BE INCURRED BY THE TOWN; (3) APPROVAL TO HOLD THE SPECIAL EVENT MAY BE REVOKED BY THE TOWN; (4) THE SPONSOR IS RESPONSIBLE FOR CLEANING THE STREET AND REMOVING ALL MATERIALS AND EQUIPMENT FROM THE STREET AT THE END OF THE SPECIAL EVENT; AND (5) THE SPONSOR AGREES TO COMPLY WITH ALL APPLICABLE LAWS, STATUTES, ORDINANCES, CODES, RULES, REGULATIONS OR ORDERS IN CARRYING OUT THE SPECIAL EVENT.

If this application is granted, the Town of Cicero will notify the Sponsor of the approval, the amount and type of insurance policies required to be carried by the Sponsor, the amount of the bond or sum needed to cover the Town of Cicero's anticipated additional personnel costs, if applicable, and of any other conditions imposed on the special event by the Town of Cicero.



Signature of Sponsor

2/26/2024

Date

Fanny Sinecio

Printed Name of Sponsor




CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/26/2024

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

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

PRODUCER  Denise Wegner Insurance Agency Inc. 8200 W 185th. St. G3 Tinley Park IL. 60804	CONTACT NAME: Denise Wegner PHONE (A/C. No., Ext): 815-806-2277 E-MAIL ADDRESS: Denise@Denisewegner.com	FAX (A/C, No): 815-469-4690
	INSURER(S) AFFORDING COVERAGE	
INSURED Ministerio El Shaddai/EL Shaddai Ministry Inc. 1421 S Laramie Ave. Cicero IL 60804	INSURER A : State Farm Fire and Casualty Company	NAIC # 25143
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			93-GZ-E332-4	03/01/2024	03/01/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.I. EACH ACCIDENT \$ E.I. DISEASE - EA EMPLOYEE \$ E.I. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Religious Organization and NON Profit Ministry Organization / Locations: 1421 S Laramie Ave. Cicero IL. 60804. 1066 W Anthony DR. Champaign IL. 61821 and 110 W Griggs ST. Mansfield IL. 61854

Liability extends to Parking Lots 1634 S Laramie Cicero IL. 60804 & 1620 S Laramie Cicero IL. 60804

CERTIFICATE HOLDER**CANCELLATION**

Town Of Cicero 4949 W. Cermak RD Cicero IL 60804	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Completed by an authorized State Farm representative. If signature is required, please contact a State Farm agent.
--	---



TOWN OF CICERO

4949 West Cermak Road • Cicero, Illinois 60804 • 708.656.3600

APPLICATION FOR A SPECIAL EVENT PERMIT/STREET CLOSURE

RETURN THIS COMPLETED APPLICATION WITH ANY REQUIRED
PAYMENT, LICENCE, BOND, AND/OR EXECUTED STREET CLOSURE
AGREEMENT TO:

THE OFFICE OF THE TOWN CLERK
4949 WEST CERMAK ROAD
CICERO, ILLINOIS 60804

TELEPHONE: 708-656-3600

FAX: 708-656-5801

EMAIL: MARIAS@THETOWNOFCICERO.COM

*THE BOARD OF TRUSTEES OF THE TOWN OF CICERO WILL ONLY REVIEW THIS
APPLICATION IF IT IS LEGIBLE AND FILLED OUT COMPLETELY. PLEASE TYPE
OR PRINT CLEARLY.*

Date of application: 3/7/24. The application must be filed at least thirty (30) calendar days prior to the scheduled date of the special event, unless the timeframe is waived by the Board of Trustees of the Town of Cicero.

SPONSOR INFORMATION:

- The person(s) conducting the special event or in whose name or for whose support the special event will be held: BJ Bechtel - Inner City Impact;
Nik Sarago - Inner City Impact (the sponsor)
- Address of each Sponsor: 2348 S Laramie Ave
- Telephone Number of each sponsor: [REDACTED]
- Fax Number of each sponsor: [REDACTED]

AGENT INFORMATION (if the Sponsor is an entity or is an individual who will not be present throughout the duration of the special event, include the following information for an authorized and responsible agent (the "Agent")):

- Name of the Agent: _____
- Address of the Agent: _____
- Telephone number of the Agent: _____
- Fax number of the Agent: _____

SPECIAL EVENT INFORMATION:

- Date(s) of the proposed special event: Saturday, April 27, 2024
- The special event will start at 12:00 p m. and end at 8:00 pm m.
- The block, intersection or portion of the street that the Sponsor is asking to close (if applicable): 23rd Pl between 51st ave and Laramie Ave
- The estimated number of people who will attend the special event: 600
- The purpose or a description of the special event: Celebrate the day of the young Child and provide resources to families in the community.
- Will parking be restricted or prohibited during the special event (check one)?

YES or NO

- Will any music will be played or sound amplification equipment be used at the special event (check one box)? YES or NO
If YES, all sound amplification equipment must be used in accordance with applicable laws, including the Town of Cicero's noise ordinance.
- Will alcoholic liquor, beverages, food and/or merchandise be sold, offered for sale or given away at the special event (check one box)? YES or NO

If YES, what types of goods will be sold, offered for sale or given away: _____
Given away - books, diapers, clothing, other supplies for families

If YES, the Town of Cicero may require the Sponsor to provide proof to the Town of Cicero that the Sponsor has obtained all necessary permits or licenses to carry out the special event.

- The special Town of Cicero services, if any, that the special event will require: _____
Blocking off of the street

The Sponsor has been given a copy of Chapter 82, Section 82-38, section 82-306 and 82-307 of The Code of Ordinances of the Town of Cicero, Illinois.

THE SPONSOR UNDERSTANDS THAT, IF THIS APPLICATION IS GRANTED:
(1) THE SPONSOR MUST MAINTAIN, AT ITS SOLE COST AND EXPENSE, SUCH INSURANCE POLICIES WITH SUCH LIMITS AS DETERMINED BY THE TOWN OF CICERO; (2) THE SPONSOR WILL BE REQUIRED TO POST A BOND OR DEPOSIT WITH THE TOWN OF CICERO A SUM IN AN AMOUNT ESTIMATED TO COVER THE ADDITIONAL PERSONNEL COSTS TO BE INCURRED BY THE TOWN; (3) APPROVAL TO HOLD THE SPECIAL EVENT MAY BE REVOKED BY THE TOWN; (4) THE SPONSOR IS RESPONSIBLE FOR CLEANING THE STREET AND REMOVING ALL MATERIALS AND EQUIPMENT FROM THE STREET AT THE END OF THE SPECIAL EVENT; AND (5) THE SPONSOR AGREES TO COMPLY WITH ALL APPLICABLE LAWS, STATUTES, ORDINANCES, CODES, RULES, REGULATIONS OR ORDERS IN CARRYING OUT THE SPECIAL EVENT.

If this application is granted, the Town of Cicero will notify the Sponsor of the approval, the amount and type of insurance policies required to be carried by the Sponsor, the amount of the bond or sum needed to cover the Town of Cicero's anticipated additional personnel costs, if applicable, and of any other conditions imposed on the special event by the Town of Cicero.



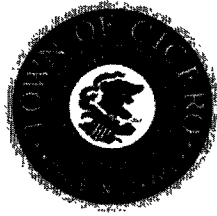
Signature of Sponsor

3/7/24

Date

William J (BJ) Bechtel

Printed Name of Sponsor



TOWN OF CICERO

4949 West Cermak Road • Cicero, Illinois 60804 • 708.656.3600

APPLICATION FOR A SPECIAL EVENT PERMIT/STREET CLOSURE

RETURN THIS COMPLETED APPLICATION WITH ANY REQUIRED
PAYMENT, LICENCE, BOND, AND/OR EXECUTED STREET CLOSURE
AGREEMENT TO:

THE OFFICE OF THE TOWN CLERK
4949 WEST CERMAK ROAD
CICERO, ILLINOIS 60804

TELEPHONE: 708-656-3600

FAX: 708-656-5801

EMAIL: MARIAS@THETOWNOFCICERO.COM

THE BOARD OF TRUSTEES OF THE TOWN OF CICERO WILL ONLY REVIEW THIS APPLICATION IF IT IS LEGIBLE AND FILLED OUT COMPLETELY. PLEASE TYPE OR PRINT CLEARLY.

Date of application: February 26, 2024. The application must be filed at least thirty (30) calendar days prior to the scheduled date of the special event, unless the timeframe is waived by the Board of Trustees of the Town of Cicero.

SPONSOR INFORMATION:

- The person(s) conducting the special event or in whose name or for whose support the special event will be held: St. Mary of Czestochowa Church
_____ (the sponsor)
- Address of each Sponsor: 3010 S 48th Ct., Cicero, IL 60804

- Telephone Number of each sponsor: 708-652-0948

- Fax Number of each sponsor: N/A

AGENT INFORMATION (if the Sponsor is an entity or is an individual who will not be present throughout the duration of the special event, include the following information for an authorized and responsible agent (the "Agent")):

- Name of the Agent: Rosamar Mallari
- Address of the Agent: [REDACTED]
- Telephone number of the Agent: [REDACTED]
- Fax number of the Agent: _____

SPECIAL EVENT INFORMATION:

- Date(s) of the proposed special event: March 16 and 17, 2024
- The special event will start at 9:00 am m. and end at 4:00 pm m.
- The block, intersection or portion of the street that the Sponsor is asking to close (if applicable): not applicable
- The estimated number of people who will attend the special event: 100-150
- The purpose or a description of the special event: Parish Flea Market at St. Mary's Social Center located at 5000 W. 31st St., Cicero, IL 60804
- Will parking be restricted or prohibited during the special event (check one)?

YES or NO

- Will any music will be played or sound amplification equipment be used at the special event (check one box)? YES or NO

If YES, all sound amplification equipment must be used in accordance with applicable laws, including the Town of Cicero's noise ordinance.

- Will alcoholic liquor, beverages, food and/or merchandise be sold, offered for sale or given away at the special event (check one box)? YES or NO

If YES, what types of goods will be sold, offered for sale or given away: _____
breakfast sandwiches, hamburgers, coffee, pastries, chips, can soda, bottle water, and tacos

If YES, the Town of Cicero may require the Sponsor to provide proof to the Town of Cicero that the Sponsor has obtained all necessary permits or licenses to carry out the special event.

- The special Town of Cicero services, if any, that the special event will require: _____
N/A

The Sponsor has been given a copy of Chapter 82, Section 82-38, section 82-306 and 82-307 of The Code of Ordinances of the Town of Cicero, Illinois.

THE SPONSOR UNDERSTANDS THAT, IF THIS APPLICATION IS GRANTED: (1) THE SPONSOR MUST MAINTAIN, AT ITS SOLE COST AND EXPENSE, SUCH INSURANCE POLICIES WITH SUCH LIMITS AS DETERMINED BY THE TOWN OF CICERO; (2) THE SPONSOR WILL BE REQUIRED TO POST A BOND OR DEPOSIT WITH THE TOWN OF CICERO A SUM IN AN AMOUNT ESTIMATED TO COVER THE ADDITIONAL PERSONNEL COSTS TO BE INCURRED BY THE TOWN; (3) APPROVAL TO HOLD THE SPECIAL EVENT MAY BE REVOKED BY THE TOWN; (4) THE SPONSOR IS RESPONSIBLE FOR CLEANING THE STREET AND REMOVING ALL MATERIALS AND EQUIPMENT FROM THE STREET AT THE END OF THE SPECIAL EVENT; AND (5) THE SPONSOR AGREES TO COMPLY WITH ALL APPLICABLE LAWS, STATUTES, ORDINANCES, CODES, RULES, REGULATIONS OR ORDERS IN CARRYING OUT THE SPECIAL EVENT.

If this application is granted, the Town of Cicero will notify the Sponsor of the approval, the amount and type of insurance policies required to be carried by the Sponsor, the amount of the bond or sum needed to cover the Town of Cicero's anticipated additional personnel costs, if applicable, and of any other conditions imposed on the special event by the Town of Cicero.



Signature of Sponsor

02/26/2024

Date

Rosamar Mallari

Printed Name of Sponsor



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/26/2024

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 2850 Golf Rd Rolling Meadows IL 60008	CONTACT NAME: Gallagher Bassett Services, Inc.	
	PHONE (A/C, No, Ext): 800-962-7088	FAX (A/C, No): 855-858-0904
E-MAIL ADDRESS: cbccerts@gbtpa.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Underwriters at Lloyd's London (KY)		15792
INSURER B: American Alternative Insurance Corp		19720
INSURER C: Safety National Casualty Corporation		15105
INSURER D: Old Republic Union Insurance Company		31143
INSURER E:		
INSURER F:		


INSURED CATHBIS-01
 The Catholic Bishop of Chicago
 1555 North State Parkway
 Chicago, IL 60615

COVERAGES **CERTIFICATE NUMBER:** 1478267389 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
		INSR	WVD					
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BP1000923	7/1/2023	7/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ Included MED EXP (Any one person) \$ Included PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ N/A PRODUCTS - COMP/OP AGG \$ 1,000,000 \$	
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BP1000923	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
D B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 1,000,000			8223000712299 R2A2FF000000908	7/1/2023 7/1/2023	7/1/2024 7/1/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$	
A C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	BP1000923 SP4067124	7/1/2023 7/1/2023	7/1/2024 7/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 5,000,000 E.L. DISEASE - EA EMPLOYEE \$ 5,000,000 E.L. DISEASE - POLICY LIMIT \$ 5,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 If additional Insured status granted herein, coverage afforded by Endorsement 1 issued by Company A above.
 St. Mary of Czestochowa, 3010 S. 48th Court, Cicero, IL 60804
 Proof of Insurance for "Flea Market" on Saturday, March 16, 2024 and Sunday, March 17, 2024 at 5000 W. 31st Street, Cicero, IL 60804.
 Additional Insured: The Town of Cicero and Town of Cicero Health Department

CERTIFICATE HOLDER The Town of Cicero 4949 W. Cermak Road Cicero IL 60804 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--



TOWN OF CICERO

4949 West Cermak Road • Cicero, Illinois 60804 • 708.656.3600

APPLICATION FOR A SPECIAL EVENT PERMIT/STREET CLOSURE

RETURN THIS COMPLETED APPLICATION WITH ANY REQUIRED
PAYMENT, LICENCE, BOND, AND/OR EXECUTED STREET CLOSURE
AGREEMENT TO:

THE OFFICE OF THE TOWN CLERK
4949 WEST CERMAK ROAD
CICERO, ILLINOIS 60804

TELEPHONE: 708-656-3600

FAX: 708-656-5801

EMAIL: MARIAS@THETOWNOFCICERO.COM

THE BOARD OF TRUSTEES OF THE TOWN OF CICERO WILL ONLY REVIEW THIS APPLICATION IF IT IS LEGIBLE AND FILLED OUT COMPLETELY. PLEASE TYPE OR PRINT CLEARLY.

Date of application: February 26, 2024. The application must be filed at least thirty (30) calendar days prior to the scheduled date of the special event, unless the timeframe is waived by the Board of Trustees of the Town of Cicero.

SPONSOR INFORMATION:

- The person(s) conducting the special event or in whose name or for whose support the special event will be held: St. Mary of Czestochowa Church
_____ (the sponsor)
- Address of each Sponsor: 3010 S 48th Ct., Cicero, IL 60804

- Telephone Number of each sponsor: 708-652-0948

- Fax Number of each sponsor: _____

AGENT INFORMATION (if the Sponsor is an entity or is an individual who will not be present throughout the duration of the special event, include the following information for an authorized and responsible agent (the "Agent")):

- Name of the Agent: Rosamar Mallari
- Address of the Agent: 1 [REDACTED]
- Telephone number of the Agent: [REDACTED]
- Fax number of the Agent: _____

SPECIAL EVENT INFORMATION:

- Date(s) of the proposed special event: Friday, March 29, 2024
- The special event will start at 2:00 pm m. and end at 4:00 pm m.
- The block, intersection or portion of the street that the Sponsor is asking to close (if applicable): see attached map
- The estimated number of people who will attend the special event: 150
- The purpose or a description of the special event: Live Way of the Cross Starting at St. Mary of Czestochowa Church, ending at Our Lady of Charity Church
- Will parking be restricted or prohibited during the special event (check one)?

YES or NO

- Will any music will be played or sound amplification equipment be used at the special event (check one box)? YES or NO

If YES, all sound amplification equipment must be used in accordance with applicable laws, including the Town of Cicero's noise ordinance.

- Will alcoholic liquor, beverages, food and/or merchandise be sold, offered for sale or given away at the special event (check one box)? YES or NO

If YES, what types of goods will be sold, offered for sale or given away: _____

If YES, the Town of Cicero may require the Sponsor to provide proof to the Town of Cicero that the Sponsor has obtained all necessary permits or licenses to carry out the special event.

- The special Town of Cicero services, if any, that the special event will require: _____
Police supervision to control traffic along the route we will following.

The Sponsor has been given a copy of Chapter 82, Section 82-38, section 82-306 and 82-307 of The Code of Ordinances of the Town of Cicero, Illinois.

THE SPONSOR UNDERSTANDS THAT, IF THIS APPLICATION IS GRANTED: (1) THE SPONSOR MUST MAINTAIN, AT ITS SOLE COST AND EXPENSE, SUCH INSURANCE POLICIES WITH SUCH LIMITS AS DETERMINED BY THE TOWN OF CICERO; (2) THE SPONSOR WILL BE REQUIRED TO POST A BOND OR DEPOSIT WITH THE TOWN OF CICERO A SUM IN AN AMOUNT ESTIMATED TO COVER THE ADDITIONAL PERSONNEL COSTS TO BE INCURRED BY THE TOWN; (3) APPROVAL TO HOLD THE SPECIAL EVENT MAY BE REVOKED BY THE TOWN; (4) THE SPONSOR IS RESPONSIBLE FOR CLEANING THE STREET AND REMOVING ALL MATERIALS AND EQUIPMENT FROM THE STREET AT THE END OF THE SPECIAL EVENT; AND (5) THE SPONSOR AGREES TO COMPLY WITH ALL APPLICABLE LAWS, STATUTES, ORDINANCES, CODES, RULES, REGULATIONS OR ORDERS IN CARRYING OUT THE SPECIAL EVENT.

If this application is granted, the Town of Cicero will notify the Sponsor of the approval, the amount and type of insurance policies required to be carried by the Sponsor, the amount of the bond or sum needed to cover the Town of Cicero's anticipated additional personnel costs, if applicable, and of any other conditions imposed on the special event by the Town of Cicero.



Signature of Sponsor

02/26/2024

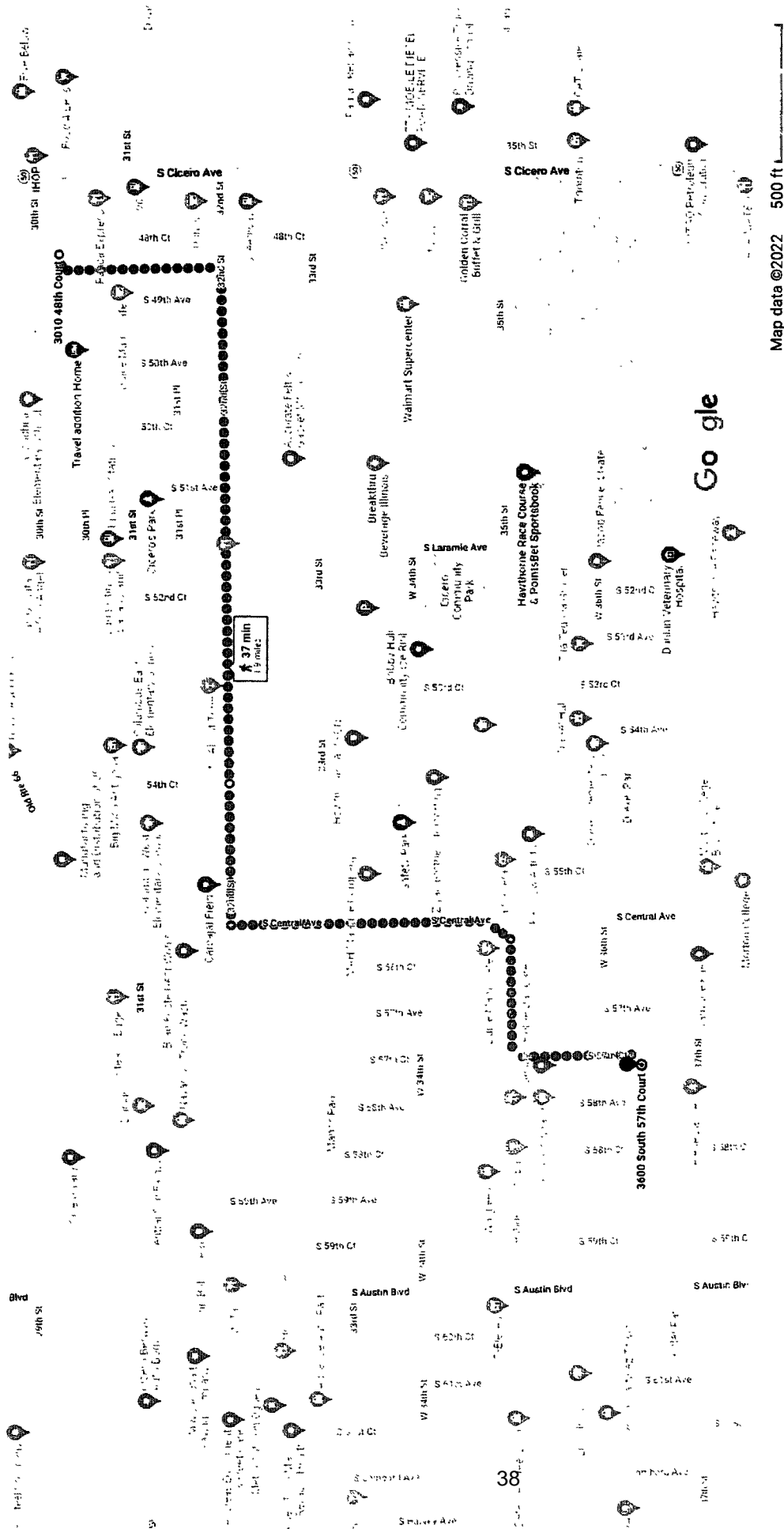
Date

Rosamar Mallari

Printed Name of Sponsor

Google Maps 3010 48th Ct, Cicero, IL 60804 to 3600 S 57th Ct, Cicero, IL 60804

Walk 1.9 miles, 37 min



Map data ©2022 500 ft

via W 32nd St

37 min

1.9 miles

Mostly flat



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/26/2024

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 2850 Golf Rd Rolling Meadows IL 60008	CONTACT NAME: Gallagher Bassett Services, Inc.	
	PHONE (A/C, No, Ext): 800-962-7088	FAX (A/C, No): 855-858-0904
E-MAIL ADDRESS: cbccerts@gbtpa.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Underwriters at Lloyd's London (KY)		15792
INSURER B: American Alternative Insurance Corp		19720
INSURER C: Safety National Casualty Corporation		15105
INSURER D: Old Republic Union Insurance Company		31143
INSURER E:		
INSURER F:		

INSURED CATHBIS-01
 The Catholic Bishop of Chicago
 835 N. Rush St.
 Chicago IL 60611

COVERAGES **CERTIFICATE NUMBER:** 1527632702 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BP1000923	7/1/2023	7/1/2024	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ Included
							MED EXP (Any one person)	\$ Included
							PERSONAL & ADV INJURY	\$ Included
							GENERAL AGGREGATE	\$ N/A
							PRODUCTS - COMP/OP AGG	\$ 1,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BP1000923	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
D B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 1,000,000			8223000712299 R2A2FF000000908	7/1/2023 7/1/2023	7/1/2024 7/1/2024	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$
A C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			BP1000923 SP4067124	7/1/2023 7/1/2023	7/1/2024 7/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$ 5,000,000 \$ 5,000,000 \$ 5,000,000

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

If additional Insured status granted herein, coverage afforded by Endorsement 1 issued by Company A above.
 St. Mary of Czestochowa, 3010 S. 48th Court, Cicero, IL 60804

Proof of Insurance for use of property and streets at 3010 S. 48th Court, Cicero, IL 60804 and ending at 3620 S. 57th Court, Cicero, IL 60804 for "Living Way of the Cross" on Friday, March 29, 2024 by St. Mary of Czestochowa.

Additional Insured: The Town of Cicero

CERTIFICATE HOLDER

CANCELLATION

The Town of Cicero 4949 W. Cermak Road Cicero IL 60804 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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39

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THE TOWN OF CICERO

Revenue Summary

Date: Thu Feb 1 2024 to Thu Feb 29 2024

Transaction Summary		
Revenue Code	Total Number Sold	Amount
TKT	1993	\$87,775
VT	557	\$28,080
Pet License	18	\$
Misc	156	\$7,800
Business License Fees	97	\$31,020
EL Parking Permit	13	\$615
Gas Tax	14	\$94,128.47
Parking Lot Tax	4	\$14,420
ADMISSION TAX	1	\$6,945.37
CIRCUIT COURT CLERK	2	\$8,413.32
SETTLEMENT OF SUITS	11	\$4,297.5
DAMAGE TO TOWN PROPERTY	1	\$25
RENTAL INCOME	1	\$5,660.5
RTA METRA LOT FEES	2	\$416.29
REIMBURSEMENTS	1	\$3,152.7
Special Events	14	\$10,000
HV	25	\$10,000
AO	94	\$13,950
Dumpster Permit	19	\$525
Building Fee	190	\$46,816.74
Fine	8	\$1,900
Occ Fee	9	\$990
Plumbing Inspection	44	\$10,315
Plan Review Fee	23	\$18,715
Court Recording Fee	10	\$728.5
Compliance	5	\$513
Electrical Permits	82	\$13,207
Sign Inspection	7	\$2,848

Vacant Building Registration	16	\$3,200
Elevator Inspections	39	\$6,930
NSF Fee's	1	\$451
Credit Card Surcharge Fee	908	\$2,959.61
additional compliance inspection fee	40	\$2,000
Transfer Stamps	42	\$44,957
Escrow	20	\$
Escrow Processing Fee	19	\$1,900
Compliance	49	\$5,525
Business License Application	18	\$3,125
AO Reopening Fee	5	\$800
Reserved Handicap Parking	7	\$290
Municipal Parking Lot Permit	64	\$2,580
		Total Sales: \$497,975

Receipts by Payment Code Report

Payment Date Range 02/01/24 - 02/29/24

Summary Listing

Payment Code	Grant	Default Bank Account	Number of Transactions	Total Amount Collected
Payment Category	Default Category - Conversion			
Default Category				
134 - Push Tax		Cicero Accounts Payable	5	13,563.06
305 - DENTAL FEES		Cicero Accounts Payable	11	3,845.74
651 - FOOD SERVICE PERMIT/INSP FEES		Cicero Accounts Payable	1	300.00
672 - TOWING & STORAGE FEES		Cicero Accounts Payable	17	40,950.00
983 - NET MEDICAL SUPPLIES		Cicero Accounts Payable	10	4,209.28
	Payment Category	Default Category - Conversion	Default Category Totals	44
				\$62,868.08
		Grand Totals	44	\$62,868.08

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND APPROVING A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE TOWN OF CICERO, ILLINOIS AND THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 150, PUBLIC EMPLOYEES DIVISION, 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 International Union of Operating Engineers, Local 150, Public Employees Division (the “Union”) is the sole and exclusive bargaining unit with respect to wages, hours, and other conditions of employment for all full-time and regular part-time employees working in the Town’s Department of Public Works (the “Department”); and

WHEREAS, previously, the Town entered into a collective bargaining agreement with the Union; and

WHEREAS, the Town and the Union desire to renew their agreement for an additional term upon the form, terms, and conditions set forth in the Collective Bargaining Agreement (the “Agreement”), attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Department performs a variety of critical services for the benefit of the Town and its residents including, without limitation, garbage collection, graffiti removal, street sweeping, snow removal, tree trimming, and pot hole repair; and

WHEREAS, based on the foregoing, the Town President (the “President”) and the Board of Trustees of the Town (the “Town Board” and with the President, the “Corporate Authorities”) have determined that it is advisable and in the best interests of the Town and its residents to approve and execute the Agreement; and

WHEREAS, the Union also finds that the execution of the Agreement is a necessary precursor to carrying out essential governmental functions for the Town;

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

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

**ARTICLE I.
IN GENERAL**

Section 1.00 Findings.

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

Section 2.00 Purpose.

The purpose of this Ordinance is to authorize the Town to enter into the Agreement between the Town and the Union and to ratify any steps taken to effectuate that goal.

**ARTICLE II.
AUTHORIZATION AND APPROVAL OF DOCUMENTS**

Section 3.00 Authorization and Approval of Documents.

That the form, terms, and provisions of the Agreement are hereby approved in substantially the same form as set forth in Exhibit A, with such insertions, omissions, and changes as shall be approved by the Attorney or the President executing the same, the execution of such documents being conclusive evidence of such approval. The Corporate Authorities hereby authorize and direct the President or his designee to enter into and approve the Agreement in accordance with its terms, or any modification thereof, and to ratify any and all previous acts taken to effectuate the intent of this Ordinance. The Town 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 Ordinance. The Town Clerk is also authorized and directed to affix the Seal of the Town to such documentation as is deemed necessary. The President and his designee(s) are hereby authorized to take any and all steps necessary to effectuate the terms and intent of this Ordinance and Agreement including, without limitation, attending collective bargaining meetings to finalize the terms of the Agreement. The officers, agents, and/or employees of the Town shall take all action necessary or reasonably required to carry out, give effect to, and effectuate the purpose of this Ordinance and to take all action necessary in conformity therewith.

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

Section 4.00 Headings.

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

Section 5.00 Severability.

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

Section 6.00 Superseder.

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

Section 7.00 Publication.

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

Section 8.00 Effective Date.

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

ADOPTED this _____ day of _____, 2024, 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 _____, 2024

LARRY DOMINICK
PRESIDENT

ATTEST:

MARIA PUNZO-ARIAS
TOWN CLERK

EXHIBIT A

ORDINANCE NO. _____

AN ORDINANCE RESCINDING ORDINANCE NO. 5-24 AND AUTHORIZING AND APPROVING CERTAIN AGREEMENTS FOR THE LEASE OF A PRINTER FOR THE HEALTH DEPARTMENT OF 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 Health Department (the “Department”) provides important health and medical services to residents of the Town; and

WHEREAS, the Department previously recommended the purchase of one (1) Altalink C8155H2 printer, which was approved by the Town President (the “President”) and the Board of Trustees of the Town (the “Town Board” and with the President, the “Corporate Authorities”), as set forth in Ordinance No. 5-24, entitled, “*An Ordinance Authorizing And Approving Certain Agreements For The Lease Of A Printer For The Health Department Of The Town Of Cicero, County Of Cook, State Of Illinois*” (“Ordinance 5-24”); and

WHEREAS, after further investigation, the Department has amended its recommendation, and now requests the purchase of (1) EC8056H2 printer with accessories (the “Equipment”) instead; and

WHEREAS, Chicago Office Technology Group, Inc. d/b/a Xerox Business Solutions Midwest has provided the Town with a Sales and Service Agreement for the lease of the Equipment for a period of sixty (60) months, and Xerox Financial Services, LLC has provided a Cost Per Image Agreement (together, the “Agreements”); and

WHEREAS, the Agreements are attached hereto and incorporated herein as Group Exhibit A; and

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

WHEREAS, through the adoption of this Ordinance, a majority of the Town Board hereby waives all bidding requirements applicable to the lease of the Equipment; and

WHEREAS, the Corporate Authorities deem it advisable and necessary for the operation of the Department and the health, safety, and welfare of the residents of the Town to rescind Ordinance 5-24, to lease the Equipment and enter into the Agreements for the same; and

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

**ARTICLE I.
IN GENERAL**

Section 1.00 Incorporation Clause.

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

Section 2.00 Purpose.

The purpose of this Ordinance is to rescind Ordinance 5-24, to authorize the lease of the Equipment in accordance with the terms of the Agreements, to waive any bidding requirements applicable to said purchase, and to authorize the President or his designee to take all necessary steps to effectuate the intent of this Ordinance.

**ARTICLE II.
AUTHORIZATION**

Section 3.00 Authorization.

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

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

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

Section 4.00 Headings.

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

Section 5.00 Severability.

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

Section 6.00 Superseder.

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

Section 7.00 Publication.

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

Section 8.00 Effective Date.

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

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

ADOPTED this _____ day of _____, 2024, 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 _____, 2024

LARRY DOMINICK
PRESIDENT

ATTEST:

MARIA PUNZO-ARIAS
TOWN CLERK

GROUP EXHIBIT A

BILL TO			SALES & SERVICE AGREEMENT			SHIP TO		
CUSTOMER NAME Cicero, Town Of			CUSTOMER NAME TOWN OF CICERO HEALTH DEPARTMENT					
ADDRESS 4949 W CERMAK RD			ADDRESS 2250 S 49TH AVE					
CITY, STATE ZIP CICERO, IL 60804			CITY, STATE ZIP CICERO, IL 60804					
BILL TO CONTACT PERSON Vanessa Parrish	BILL TO PHONE NUMBER 708- 968-1699	BILL TO EMAIL VParrish@thetownofcicero.com	SHIP TO CONTACT PERSON Vanessa Parrish	SHIP TO PHONE NUMBER 708- 968-1699	SHIP TO EMAIL VParrish@thetownofcicero.com			
SALESPERSON Nelli, Alex	CUSTOMER PURCHASE ORDER #	COMPANY REFERENCE # 20273650	SERVICE CONTRACT CONTRACT #	<input checked="" type="checkbox"/> Replace	MPS CONTRACT CONTRACT #			
LEASE PAYMENT			SERVICE PAYMENT			MPS PAYMENT		
\$383.00 Monthly			Included in Lease			N/A		
TERMS OF PAYMENT: NET TEN (10) DAYS FOR CASH SALE AND ALL OTHER INVOICES NET THIRTY (30) DAYS FROM DATE OF INVOICE								

QTY	MODEL/PRODUCT #	LOCATION	DESCRIPTION	METER POOLS	PRICE	TOTAL PRICE
1	EC8056H2	2250 S 49TH AVE	EC8056H2 with Accessories	B&W: Pool #1 Color: Pool #1	Included in Lease	Included in Lease

<input type="checkbox"/> SEE PRODUCT SCHEDULE (SCHEDULE A)		<input checked="" type="checkbox"/> SEE TRADE-IN EQUIPMENT / LEASE RETURN FORM		SUBTOTAL	See Lease
NOTE / ADJUSTMENT DETAILS				SPECIAL SERVICES FEES	
				OTHER ADJUSTMENTS	
CONTRACT TYPE		EFFECTIVE DATES		TRANSACTION TYPE	
<input type="checkbox"/> CASH SALE	<input type="checkbox"/> RENTAL	TERM IN MONTHS	60 Months	Actual start date based on delivery or lease commencement.	
<input checked="" type="checkbox"/> LEASE	<input type="checkbox"/> MAINTENANCE ONLY	PROPOSED START DATE			
CONTRACT TERMS				NOTES	
SERVICE	MPS				
<input checked="" type="checkbox"/>	<input type="checkbox"/>	All parts, labor, drums and supplies; excluding paper and staples			
<input type="checkbox"/>	<input type="checkbox"/>	All parts and labor, including drums; excluding supplies, paper, and staples			
<input type="checkbox"/>	<input type="checkbox"/>	Includes other (indicate)			

CONTRACT POOLS			INCLUDED IN LEASE PAYMENT		<input checked="" type="checkbox"/> SERVICE	<input type="checkbox"/> MPS
POOL	VOLUME	OVG. RATE	PAYMENT	BASE FRQNCY	OVG. FRQNCY	
B&W: Pool #1	0	0.00500	Included in Lease	Monthly	Quarterly	
Color: Pool #1	0	0.05000	Included in Lease	Monthly	Quarterly	

REMOTE SERVICE TECHNOLOGY	<input type="checkbox"/>	XDA/XDM	<input checked="" type="checkbox"/>	FM AUDIT	<input type="checkbox"/>	DECLINE	<input type="checkbox"/>	PRIMARY METER CONTACT		
TECHNOLOGY CONTACT PERSON Jose Orozco	TECH PHONE # 773-619-5846	TECH EMAIL joselorozco@gmail.com	METER CONTACT PERSON Vanessa Parrish	METER PHONE # 708- 968-1699	METER EMAIL VParrish@thetownofcicero.com					
Company will install an app to automatically collect device meters for contract billing and automated supply replenishment. Company will charge a fee per machine per average billing cycle should customer decline meter and supply technology app installation.										
QTY	MODEL / PRODUCT #	SOFTWARE & DESCRIPTION			<input type="checkbox"/>	SEE SOW FOR DETAILS	TOTAL PRICE			

CUSTOMER ACCEPTANCE			
By executing this agreement, I acknowledge that I have read and understand this agreement and I certify that I am authorized to execute this agreement on behalf of customer. Authorized signature acknowledges terms / conditions and expiration dates or meter readings. The terms and conditions on the face and reverse side of this agreement correctly set forth the entire agreement between parties.			
AUTHORIZED CUSTOMER SIGNATURE:		TITLE:	
SIGNER'S NAME (PRINTED):		DATE:	
COMPANY SALES:		DATE:	

Sales and Service Terms and Conditions

1. **Definitions.** The first page of this Sales Order/Service Agreement is referred to herein as the "Cover Page." The Cover Page and these Terms and Conditions, along with a listing of additional products on Product Schedule (if attached), and/or any other attachments referenced on the Cover Page represent the agreement (the "Agreement") between Company and the Customer ("Parties") as identified on the Cover Page of this Agreement, with respect to the acquisition of those Products and the Service for such Products. "Products" shall mean the equipment ("Equipment") and any Software ("Application Software") identified on the Cover Page and/or on Product Schedule.
2. **Scope.** This Agreement may be executed for:
 - a) A **SALE** of Products. If a SALE, Company hereby offers to sell/license and Customer hereby accepts to purchase/license those Products in the quantity and for the price indicated on the Cover Page (and/or Product Schedule). Payment terms are set forth in Section 7, below. Title to the Equipment will transfer to Customer upon delivery; or
 - b) A **LEASE** of Products. If a LEASE, Customer will execute a separate lease agreement with a third party lessor which will fund the purchase/license of the Products in the quantity indicated on the Cover Page (and/or Product Schedule) for the benefit of Customer. The lease will be between Customer and a third-party lessor. Company will not be a party to the lease. Upon execution of a lease agreement between Customer and third-party lessor, the Customer shall be responsible to lessor to satisfy the terms and conditions of the lease; or
 - c) A **RENTAL** of Products. If a RENTAL, Company hereby offers to rent and Customer hereby accepts to pay for those Products in the quantity and for the price indicated on the Cover Page (and/or Product Schedule). Payment terms are set forth in Section 7, below. Title will remain with the Company throughout the Term as indicated on the Cover Page. Customer agrees to obtain adequate insurance coverage sufficient to cover the full replacement value of the rental equipment while in Customer's possession, and to have Company named as the loss payee. Unless otherwise stated in the Cover Page, the rental is non-cancellable for the stated term.
3. **Delivery and Installation.** Unless specified otherwise on the Cover Page, the Company shall deliver and install the Products at the location specified by Customer on the Cover Page unless: (1) Customer has not made available at that address a suitable place of installation as specified by the Company; or (2) Customer has not made available suitable electrical service in accordance with the Underwriter's Lab ("UL") or manufacturer's requirements. All risk of loss will transfer to the Customer upon delivery. Customer will be responsible for nonstandard delivery charges.
4. **Services.** This Agreement covers both the labor and materials for adjustments, repairs, and replacement of parts necessitated by normal use of the Equipment. Unless otherwise stated on the Cover Page, Services do not include the following: (a) repairs due to (i) misuse, neglect, or abuse (including, without limitation, improper voltage or use of supplies that do not conform to the manufacturers' specifications), (ii) use of options, accessories, products, supplies not provided by Company; (iii) non-Company alterations, relocation, or service; and/or (iv) loss or damage resulting from accidents, fire, water, or theft; (b) maintenance requested outside Company's normal business hours or this Agreement, (c) relocation, (d) software or connected hardware, (e) hard drive replacement, (f) MICR Toner for Laser Printers, and parts and labor for all non-laser printers, and/or (g) parts for Scanners. Company reserves the right, at its sole discretion, to replace Equipment with Equipment of similar or better conditions and features, rather than providing on-site Service support. Replacement parts may be new, reprocessed, or recovered. Supplies provided by Company are in accordance with the copy volumes set forth on the Cover Page and within the manufacturer's stated yields, and do not include staples or paper. Supplies are to be used exclusively for the Equipment and remain Company property until consumed. Customer will return, or allow Company to retrieve, any unused supplies at the termination or expiration of this Agreement. Customer is responsible for the cost of excess supplies. Supplies will be shipped to Customer via UPS Ground, or another method selected by Company. Unless otherwise stated herein, Customer will be billed for shipping, including, but not limited to, UPS Ground, Overnight, and/or Messenger Service per billing period or per shipment based on number of products. Additional fees may be charged for Services provided outside Company's standard business hours or for computer/network issues and will be at Company hourly rates in effect at the time of such Services. Equipment may be supported and serviced using data that is automatically collected by Company from the Equipment via electronic transmission from the Equipment to a secure off-site location. Examples of automatically transmitted data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. All such data will be transmitted in a secure manner specified by Company. The automatic data transmission capability does not permit Company to read, view or download any Customer data, documents or other information residing on or passing through the Equipment or Customer's information management systems. Services may be delivered by Company's Affiliates and/or Subcontractors, at Company's sole discretion. Unless otherwise agreed to in writing, Customer remains solely responsible to secure any sensitive data and permanently delete such data from the internal media storage prior to removal of Equipment or termination of this Agreement. Company has no obligation to maintain Equipment beyond the "End of Service" for that particular model of Equipment. End of Service ("EOS") means the date announced by manufacturer after which Company will no longer offer Services for a particular Equipment model. Company reserves the right to discontinue Service upon thirty days written notice for any Equipment for which parts and/or Supplies are no longer available, or are not available on commercially reasonable terms.
5. **Meter; Electric Services.** Equipment is required to be connected to a remote transmission tool, which will periodically communicate meter reads as well as other device diagnostic data and upon which invoices will be based. If a remote transmission tool is not installed and otherwise upon request, you will provide us, by telephone, email, web submission, or fax with the actual meter readings three days prior to your due date. We may estimate the number of images used if such meter readings are not communicated to Company. The estimated charge for excess images shall be adjusted upon receipt of actual meter readings. If you are unable to maintain remote transmission, the Company reserves the right to charge you a per device fee for such affected Equipment due to the increased service visits that will be required in order to: (x) obtain such information, (y) provide such transmissions and (z) provide such Maintenance Services and Consumable Supplies that otherwise would have been provided remotely and/or proactively. If you elect to not install a remote transmission tool, the contract is subject to the manual meter collection fee outlined on the Company's currently published fee schedule. You agree to provide adequate space without charge for the Equipment, adequate electricity (including, if necessary, a dedicated 110 or 220-volt line), an electrical surge suppressor with a UL-1449 rating or better, and reasonable storage for supplies to be used with the Equipment.
6. **Additions and Modifications.** If, at any time during the Term, Customer upgrades, modifies, or adds equipment, Customer shall promptly notify Company and provide Company right of first refusal to provide Services for added equipment. Company maintains the right to inspect any upgrades and modifications to Equipment and/or additional equipment and, in its sole discretion, determine whether equipment is eligible for Services. If approved for Services, the Agreement will be amended to include such changes, including pricing modifications. All networked devices must be set up with our monitoring app for meters and Supplies. Any devices not under contract will be added automatically to the account for the listed rate. If our monitoring software is not reporting, the customer must work with us to resolve the issue as soon as possible.
7. **Term and Payment.** Except as may otherwise be provided for herein, this Agreement is non-cancellable and shall remain in effect throughout the Term; and, unless notified in writing sixty (60) days prior to its expiration, this Agreement shall automatically renew for 12 months. The Company reserves the right to terminate upon thirty days written notice. In the event the fees herein are included in Customer's lease payment, the Term shall run concurrently with the lease agreement and be subject to the renewal provisions provided for therein. The meter count at installation or, in the case of owned printers, at assessment, will be used for meter/overages calculations. Customer agrees to pay Company all amounts due within thirty days of the date of Company's invoice or, if the parties have agreed the third-party lessor will collect the service fees due under this Agreement on behalf of Company, in accordance with the applicable lease agreement, and all other sums when due and payable. Any Monthly Payment entitles Customer to Services and Supplies for a specific number and type (i.e. black & white, color, scan) of Prints/Copies as identified on the Cover Page and will be billed in advance. In addition, Customer agrees to pay the Overage Rate for each Print/Copy that exceeds the applicable number and type of Prints/Copies provided in the Minimum Monthly Payment which amount shall be billed in arrears and is payable as indicated on the Cover Page. A Print/Copy is defined as standard 8.5"x11" copy. No credit will be applied towards unused copies/prints. Customer's obligation to pay all sums when due shall be absolute and unconditional and is not subject to any abatement, offset, defense or counterclaim. If any payment is not received by Company within fifteen (15) days of its due date, Company may charge, and Customer will pay a late fee of 5% of the amount due or \$25, whichever is greater (or such lesser rate as is the maximum allowable by law). Company has the right to withhold Services and Supplies, without recourse, for any non-payment. Unless otherwise stated on the Cover Page, Company may increase the Base Charge and/or the Overage Rates on an annual basis, in an amount not to exceed 20%. Company retains the right to have all or some of the amounts due hereunder billed and/or collected by third parties. If Customer requires any specialized billing procedure or invoicing, Company reserves the right to bill an administrative fee, in accordance with Company's currently published fee schedule, which is subject to change from time to time.
8. **Taxes.** Payments are exclusive of all state and local sales, use, excise, privilege and similar taxes, if any. You will be responsible for, indemnify and hold Company harmless from, all applicable taxes, fees or charges (including sales, use, personal property and transfer taxes (other than net income taxes), plus interest and penalties) assessed by any governmental entity on you, the Equipment, this Agreement, or the amounts payable hereunder (collectively, "Taxes"), unless you timely provide continuing proof of your tax exempt status. Customer will pay when due, either directly to the taxing authority or to Company upon demand, all taxes, fines and penalties relating to this Agreement that are now or in the future assessed or levied, except for taxes levied upon Company's income.
9. **Applicable Laws.** Both Parties agree that they will comply with all applicable laws and regulations during the Term.
10. **Limited License to Use Software.** Company grants (and is authorized by its licensor's to grant) Customer a non-exclusive, non-transferable license to use in the U.S.: (a) software and accompanying documentation ("Base Software") only with the Equipment with which it was delivered; and (b) Software that is set forth as a separate line item in this Agreement ("Application Software") (including its accompanying documentation), as applicable, for as long as Customer is current in the payment of all applicable software license fees. "Base Software" and "Application Software" are referred to collectively as "Licensed Software". Customer has no other rights and may not: (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer Licensed Software; (2) activate Licensed Software delivered with the Equipment in an inactivated state; or (3) allow others to engage in same. Title to, and all intellectual property rights in, Licensed Software will reside solely with Company and/or its licensors (who will be considered third-party beneficiaries of this Section). Licensed Software may contain code capable of automatically disabling the Equipment. Disabling code may be activated if: (x) Company is denied access to periodically reset such code; (y) Customer is notified of a default under this Agreement; or (z) Customer's license is terminated or expires. The Base Software license will terminate: (i) if Customer no longer uses or possesses the Equipment; or (ii) upon the expiration or termination of this Agreement, unless Customer has exercised its option to purchase the Equipment. Neither Company nor its licensors warrant that Licensed Software will be free from errors or that its operation will be uninterrupted. The foregoing terms do not apply to Diagnostic Software or to Licensed Software/documentation accompanied by a clickwrap or shrinkwrap license agreement or otherwise made subject to a separate license agreement.
11. **Diagnostic Software.** Software used to evaluate or maintain the Equipment ("Diagnostic Software") is included with the Equipment. Diagnostic Software is a valuable trade secret of Company or its Licensors. Title to Diagnostic Software will remain with Company or its licensors. Company does not grant Customer any right to use Diagnostic Software, and Customer will not access, use, reproduce, distribute or disclose Diagnostic Software for any purpose (or allow third parties to do so). Customer will allow Company reasonable access to the Equipment to remove or disable Diagnostic Software if Customer is no longer receiving Service from Company, provided that any on-site access to Customer's facility will be during Customer's standard business hours.
12. **Software Support.** Except for Application Software identified as "No Svc." on the Cover Page, Company (or a designated servicer) will provide the software support set forth below ("Software Support"). For Base Software for Equipment, Software Support will be provided during the initial Term and any renewal period but in no event longer than 5 years after Company stops taking customer orders for the subject model of Equipment. For Application Software, Software Support will be provided as long as Customer is current in the payment of all applicable software license and support fees. Company will maintain a web-based or toll-free hotline during Company's standard working hours to report Licensed Software problems and answer Licensed Software-related questions. Company, either directly or with its vendors, will make reasonable efforts to: (a) assure that Licensed Software performs in material conformity with its user documentation; (b) provide available workarounds or patches to resolve Licensed Software performance problems; and (c) resolve coding errors for (i) the current Release and (ii) the previous Release for a period of 6 months after the current Release is made available to Customer. Company will not be required to provide Software Support if Customer has modified the Licensed Software. New releases of Licensed Software that primarily incorporate compliance updates and coding error fixes are designated as "Maintenance Releases" or "Updates". Maintenance Releases or Updates that Company may make available will be provided at no charge and must be implemented within six months. New releases of Licensed Software that include new content or functionality ("Feature Releases") will be subject to additional license fees at then-current pricing. Maintenance Releases, Updates and Feature Releases are collectively referred to as "Releases". Each Release will be considered Licensed Software governed by the Software License and Licensed Software Support provisions of this Agreement (unless otherwise noted). Implementation of a Release may require Customer to procure, at Customer's expense, additional hardware and/or software from Company or another entity. Upon installation of a Release, Customer will return or destroy all prior Releases.

Initials

57

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

TRADE-IN EQUIPMENT / LEASE RETURN FORM

This Form is attached to and becomes part of the Agreement between the Company and the undersigned Customer.

RETURN TO COMPANY WELLS FARGO	LEASE CONTRACT # 603-0192890-000	SALES REP Nelli, Alex
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BILL TO		CONTACT	
CUSTOMER #	TO03-001:22BS70	CONTACT	Vanessa Parrish
CUSTOMER NAME	Cicero, Town Of	PHONE	708- 968-1699
ADDRESS	4949 W CERMAK RD CICERO,IL 60804	EMAIL	VParrish@thetownofcicero.com

BUYOUT / TRADE-IN							
TRADE-IN TYPE	TERMS OF PAYOFF						
Lease Company Upgrade	Company is performing an equipment upgrade and lease payoff for equipment listed for Customer. The Company will pick up and return the equipment on the Customer's behalf.						
MAKE/MODEL	PICKUP LOCATION	SERIAL #	SERVICE TAG	BW METER	COLOR	TOTAL	DISPOSITION
Xerox XEROX ALTALINK C8045 MFP TANDEM TRAY COLOR COPIER- 45PPM	TOWN OF CICERO HEALTH DEPARTMENT 2250 S 49TH AVE CICERO, IL 60804	8TB572182	A9796				Return

The Company agrees to remove, store and return (if applicable) the Trade-In Equipment listed above at no charge provided the following:

1. You, the Customer, maintain insurance coverage for the Trade-In Equipment until the equipment has been returned to the leasing company.

INITIAL ()

2. For Trade-In Equipment to be returned to its lessor, You, the Customer, agree, upon request, to provide the Company with the return instructions (shipping address and due date for return) via email to: xbs-midwest-leasereturns@xerox.com ATTN: End of Lease Dept such that it is received no later than 5 (five) calendar days after the request.

INITIAL ()

3. You, the Customer, acknowledge that the Company shall not be financially responsible for any additional fees, penalties, or payments of any kind relating to the lease arising from the Customer's failure to fulfill Your obligation on the original lease as agreed.

INITIAL ()

CUSTOMER ACCEPTANCE			
<i>I acknowledge that I have read and understand this agreement and I certify that I am authorized to execute this agreement on behalf of Customer. Authorized signature certifies the accuracy of the information provided herein. Unless otherwise indicated in this agreement, it is solely the Customer's responsibility to secure any sensitive data and permanently delete such data from the internal media storage prior to Company taking possession of the equipment. The Customer shall hold the Company harmless from the Customer's failure to secure and permanently delete all such data.</i>			
AUTHORIZED CUSTOMER SIGNATURE:		TITLE:	
SIGNER'S NAME (PRINTED):		DATE:	
COMPANY SALES:		DATE:	

Cost Per Image Agreement



Agreement No:

Supplier Name & Address: Chicago Office Technology Group, Inc. (d/b/a Xerox Business Solutions Midwest)- 3 Territorial Court Bolingbrook, IL 60440					
Owner: XEROX FINANCIAL SERVICES LLC – 201 Merritt 7, Norwalk, CT 06851					
CUSTOMER INFORMATION					
Full Legal Name: Cicero, Town Of				Phone Number: 708-968-1699	
Billing Address: 4949 W CERMAK RD		City: CICERO		State: IL	Zip: 60804
Contact Name: Vanessa Parrish			Contact Email: VParrish@thetownofcicero.com		
Accounts Payable Contact Name: Vanessa Parrish			Accounts Payable Contact Email: VParrish@thetownofcicero.com		
EQUIPMENT					
Quantity	Model and Description		Quantity	Model and Description	
<input checked="" type="checkbox"/> See Attached Schedule A Equipment Location (if different from Billing Address):					
METER AND/OR POOL INFORMATION:					
Meter/Pool Name:	Allowance:	Excess Rate:	Meter/Pool Name:	Allowance:	Excess Rate:
Excess Image Charge Billing Frequency (Monthly if not noted): <input checked="" type="checkbox"/> See Attached Schedule A					
TERM	PAYMENT - (Monthly frequency unless otherwise noted)		PURCHASE OPTION - (FMV UNLESS OTHERWISE NOTED)		
Initial Term: (IN MONTHS)	60 months	\$383.00 Monthly (plus applicable taxes)		<input checked="" type="checkbox"/> Fair Market Value Purchase Option (FMV)	
CUSTOMER ACCEPTANCE					
BY YOUR SIGNATURE BELOW, YOU ACKNOWLEDGE THAT YOU ARE ENTERING INTO A NON-CANCELLABLE AGREEMENT AND THAT YOU HAVE READ AND AGREED TO ALL APPLICABLE TERMS AND CONDITIONS SET FORTH ON PAGES 1 AND 2 (AND 3 IF APPLICABLE) HEREOF.					
Authorized Signer X:			Date:	Federal Tax ID: (Required)	
Print Name:			Title:		
OWNER ACCEPTANCE					
Accepted By: Xerox Financial Services LLC			Name and Title:		Date:
TERMS & CONDITIONS					

1. Definitions. The words "You" and "Your" mean the legal entity identified in "Customer Information" above, and "XFS," "We," "Us", "Owner" and "Our" mean Xerox Financial Services LLC. "Party" means You or XFS, and "Parties" means both You and XFS. "Supplier" means the entity identified as "Supplier" above. "Acceptance Date" means the date You irrevocably determine Equipment has been delivered, installed and operating satisfactorily. "Agreement" means this Cost Per Image Agreement, including any attached Equipment Schedule. "Commencement Date" will be a date after the Acceptance Date, as set forth in Our first invoice, for facilitating an orderly transition and to provide a uniform billing cycle. "Discount Rate" means 3% per annum. "Equipment" means the items identified in "Equipment" above and in any attached Equipment schedule, plus any Software (defined in section 3 hereof), attachments, accessories, replacements, replacement parts, substitutions, additions and repairs thereto. "Excess Charges" means the applicable excess image charges. "Interim Period" means the period, if any, between the Acceptance Date and the Commencement Date. "Interim Payment" means one thirtieth of the Payment multiplied by the number of days in the Interim Period. "Payment" means the Payment specified above, which may include an amount payable to Supplier under the Maintenance Agreement to account for the Monthly Image Allowances listed above, the Excess Charges (unless otherwise agreed by You, Supplier and XFS), Taxes and other charges You, Supplier and XFS agree will be invoiced by XFS. "Maintenance Agreement" means a separate agreement between You and Supplier for maintenance and support purposes. "Origination Fee" means a one-time fee of \$125 billed on Your first invoice, which You agree to pay, covering origination, documentation, processing and other initial costs. "Term" means the Interim Period, if any, together with the Initial Term plus any subsequent renewal or extension terms. "UCC" means the Uniform Commercial Code of the State(s) where XFS must file UCC-1 financing statements to perfect its interest in the Equipment. "Freight Fee" means a fee that We may charge on behalf of the Supplier to cover their costs of shipping supplies to you.

2. Agreement, Payments and Late Payments. You agree and represent that the Equipment was selected, configured and negotiated by You based on Your judgment and supplied by Supplier. At Your request, XFS will acquire same from Supplier to lease to You hereunder and You agree to lease same from XFS. The Initial Term commences on the Acceptance Date. You agree to remit to XFS each Payment as invoiced by Us according to the frequency set forth above. You agree to pay Us all sums due under each invoice via check, Automated Clearing House debit, Electronic Funds Transfer or direct debit from Your bank account by the due date. With Our consent, alternate forms of payment may be accepted subject to a nominal fee. **If any Payment is not paid in full within 5 days of its due date, You will pay a late charge of the greater of 10% of the amount due or \$25, not to exceed the maximum amount permitted by law.** For each dishonored or returned Payment, You will be assessed the applicable fee, not to exceed \$35. Restrictive covenants on any method of payment will be ineffective.

3. Equipment and Software. To the extent that the Equipment includes intangible property or associated services such as software licenses, such intangible property shall be referred to as "Software." You acknowledge and agree that XFS is not the licensor of such Software, and therefore has no right, title or interest in it and You will comply throughout the Term with any license and/or other agreement ("Software License") with the supplier of the Software ("Software Supplier"). You are responsible for determining with the Supplier whether any Software Licenses are required and entering into them with the Software Supplier(s) no later than 30 days after the Acceptance Date. **YOU AGREE THE EQUIPMENT IS FOR YOUR LAWFUL BUSINESS USE IN THE UNITED STATES, WILL NOT BE USED FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES, AND IS NOT BEING ACQUIRED FOR RESALE.** You will not attach the Equipment as a fixture to real estate or make any permanent alterations to it.

4. Non-Cancellable Agreement. THIS AGREEMENT CANNOT BE CANCELLED OR TERMINATED BY YOU PRIOR TO THE END OF THE INITIAL TERM. YOUR OBLIGATION TO MAKE ALL PAYMENTS IS ABSOLUTE AND UNCONDITIONAL AND NOT SUBJECT TO DELAY, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM OR RECOUPMENT FOR ANY REASON WHATSOEVER, IRRESPECTIVE OF THE PERFORMANCE OF THE EQUIPMENT, SUPPLIER, ANY THIRD PARTY, OR XFS. Any pursued claim by You against XFS for alleged breach of Our obligations hereunder shall be asserted solely in a separate action; provided, however, that Your obligations hereunder shall continue unabated.

5. End of Agreement Options. If a \$1 Purchase Option is designated, You will be deemed to have exercised Your option to purchase the Equipment as of the Acceptance Date. If an FMV purchase option is designated, You are not in default and if You provide no greater than 150 days and no less than 60 days' written notice prior to the end of term to XFS, You may, at the end of the Initial Term or any renewal term ("End Date"), either (a) purchase all, but not less than all, of the Equipment by paying its fair market value, as determined by XFS in its sole but reasonable discretion ("Determined FMV"), plus Taxes, or (b) return the Equipment within 30 days of the End Date, at Your expense, fully insured, to a continental US location XFS shall specify. You cannot return Equipment more than 30 days prior to the End Date without Our consent. If We consent, We may charge You, in addition to all undiscounted amounts due hereunder, an early termination fee. If You have not elected one of the above options, this Agreement shall renew for successive 3-month terms. Either party may terminate the Agreement as of the end of any renewal term on 30 days' prior written notice and by taking one of the actions identified in (a) or (b) in the preceding sentence of this section. Purchase options shall be exercised with respect to each item of Equipment on the day immediately following the date of expiration of the Term of such item, and by the delivery at such time by You to XFS of payment, in form acceptable to XFS, of the amount of the applicable purchase price. Upon payment of the applicable amount, XFS shall transfer Our interest in the Equipment to You on an "AS IS, WHERE IS," "WITH ALL FAULTS" basis, without representation or warranty of any kind.

6. Equipment Delivery and Maintenance. You should arrange with Supplier to have the Equipment delivered to You at the location(s) specified herein, and You agree to execute a Delivery & Acceptance Certificate at XFS's request (and confirm same via telephone and/or electronically) confirming when You have received, inspected and irrevocably accepted the Equipment, and authorize XFS to fund Supplier for the Equipment. If You fail to accept the Equipment, You shall no longer have any obligations hereunder. Equipment may not be moved to another physical location or removed from service without XFS's prior written consent, which shall not be unreasonably withheld or delayed. You shall permit XFS or its agent to inspect Equipment and any maintenance records relating thereto during Your normal business hours upon reasonable notice. You represent You have entered into a Maintenance Agreement to maintain the Equipment in good working order in accordance with the manufacturer's maintenance guidelines and to provide You with Equipment supplies. **You acknowledge that XFS is acting solely as an administrator for Supplier with respect to the billing and collecting of the charges under any Maintenance Agreement. XFS IS NOT LIABLE FOR ANY BREACH BY SUPPLIER OF ANY OF ITS OBLIGATIONS TO YOU, NOR WILL ANY OF YOUR OBLIGATIONS HEREUNDER BE MODIFIED, RELEASED OR EXCUSED BY ANY ALLEGED BREACH BY SUPPLIER.**

7. Equipment Ownership, Labeling and UCC Filing. If and to the extent a court deems this Agreement to be a security agreement under the UCC, and otherwise for precautionary purposes only, You grant XFS a first priority security interest in the Equipment as defined on the first page hereof in order to secure Your performance hereunder. Unless a \$1 Purchase Option is applicable, XFS is and shall remain the sole Owner of the Equipment, except the Software. You authorize XFS to file a UCC financing statement to show, and to do all other acts to protect, Our interest in the Equipment. You agree to pay any filing fees and administrative costs for the filing of such financing statements. You agree to keep the Equipment free from any liens or encumbrances and to promptly notify XFS if there is any change in Your organization such that a refinancing or amendment to XFS's financing statement against You becomes necessary.

8. Equipment Return. If the Equipment is returned to XFS, it shall be in the same condition as when delivered to You, except for "ordinary wear and tear" and, if not in such condition, You will be liable for all expenses XFS incurs to return the Equipment to such condition. **IT IS SOLELY YOUR RESPONSIBILITY TO SECURE ANY SENSITIVE DATA AND PERMANENTLY DELETE SUCH DATA FROM THE INTERNAL MEDIA STORAGE PRIOR TO RETURNING THE EQUIPMENT TO XFS. YOU SHALL HOLD XFS HARMLESS FROM YOUR FAILURE TO SECURE AND PERMANENTLY DELETE ALL SUCH CUSTOMER DATA AS OUTLINED IN THIS SECTION. XFS, Your Supplier or an XFS affiliate may, but are not required to, offer to securely remove all data from all disk drives or magnetic media upon return of the Equipment for an additional fee to cover the cost of the service and/or any replacement parts required.**

9. Meter Readings and Annual Adjustments. You agree that Meter Reading submittal is covered by the Maintenance Agreement. At any time after 12 months from the Commencement Date and for each successive 12-month period thereafter during the Term, XFS may increase Your Payment and the Excess Charges by a maximum of fifteen percent (15%) of the then-current Payment therefor and You agree to pay such increased amounts.

10. Assignment. YOU MAY NOT ASSIGN, SELL, PLEDGE, TRANSFER, SUBLEASE OR PART WITH POSSESSION OF THE EQUIPMENT, THIS AGREEMENT OR ANY OF YOUR RIGHTS OR OBLIGATIONS UNDER THIS AGREEMENT (COLLECTIVELY "ASSIGNMENT") WITHOUT XFS'S PRIOR WRITTEN CONSENT, WHICH SHALL NOT BE UNREASONABLY WITHHELD, BUT SUBJECT TO THE SOLE EXERCISE OF XFS'S REASONABLE CREDIT DISCRETION AND EXECUTION OF ANY NECESSARY ASSIGNMENT DOCUMENTATION. If XFS agrees to an Assignment, You agree to pay the applicable assignment fee and reimburse XFS for any costs We incur in connection with that Assignment. XFS may sell, assign or transfer all or any part of the Equipment, the Agreement, and/or any of Our rights at no cost to You. XFS's assignee will have the same rights that We have to the extent assigned, however XFS shall remain liable for Our obligations. YOU AGREE NOT TO ASSERT AGAINST SUCH ASSIGNEE ANY CLAIMS, DEFENSES, COUNTERCLAIMS, RECOUPMENTS, OR SET-OFFS THAT YOU MAY HAVE AGAINST XFS, and You agree to remit Payments to such Assignee if so designated. XFS agrees and acknowledges that any Assignment by Us will not materially change Your obligations hereunder.

11. Taxes. You will be responsible for, indemnify and hold XFS harmless from, all applicable taxes, fees or charges (including sales, use, personal property and transfer taxes (other than net income taxes), plus interest and penalties) assessed by any governmental entity on You, the Equipment, this Agreement, or the amounts payable hereunder (collectively, "Taxes"), which will be included in XFS's invoices to You unless You provide proof of Your tax exempt status no later than thirty (30) days following the commencement of this Agreement. Regardless of Your tax-exempt status, XFS reserves the right to pass through, and you agree to pay, any such Taxes that are actually assessed on XFS as the Owner of the Equipment. For jurisdictions where certain taxes are calculated and paid at the time of agreement initiation, You authorize XFS to finance and adjust Your Payment to include such Taxes over the Term. Unless and until XFS notifies You in writing to the contrary, the following shall apply to personal property taxes and returns. If an FMV purchase option is applicable, XFS will file all personal property tax returns covering the Equipment, pay the personal property taxes levied or assessed thereon, and collect from Your account all such personal property taxes. As compensation for Our internal and external costs in the administration of taxes related to this Agreement, You agree to pay Us a processing fee by asset per year during the Term, "Tax Administration Fee", not to exceed the maximum permitted by applicable law. If a \$1 purchase option is applicable, you will file all personal property tax returns covering the Equipment, pay the personal property taxes levied or assessed thereon, and provide Us proof thereof upon Our request. XFS MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE TAX OR ACCOUNTING TREATMENT OF THIS AGREEMENT.

12. Equipment Warranty Information and Disclaimers. XFS HAS NO INVOLVEMENT IN THE DESIGN, MANUFACTURE, SALE, DELIVERY, INSTALLATION, USE OR MAINTENANCE OF THE EQUIPMENT. THEREFORE, XFS DISCLAIMS, AND YOU WAIVE SOLELY AGAINST XFS, ALL EQUIPMENT WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE, AND XFS MAKES NO REPRESENTATIONS WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE EQUIPMENT'S SUITABILITY, FUNCTIONALITY, DURABILITY OR CONDITION. Since You have selected the Equipment and Supplier, You acknowledge that You are aware of the name of the manufacturer of each item of Equipment, Supplier's contact information, and agree that You will contact manufacturer and/or Supplier for a description of any warranty rights You may have under the Equipment supply contract, sales order, or otherwise. Provided You are not in default hereunder, XFS hereby assigns to You any Equipment warranty rights We may have against Supplier or manufacturer thereof. If the Equipment is returned to XFS or You are in default, such rights are deemed reassigned by You to XFS. **IF THE EQUIPMENT IS NOT PROPERLY INSTALLED, DOES NOT OPERATE AS WARRANTED, BECOMES OBSOLETE, OR IS UNSATISFACTORY FOR ANY REASON, YOU SHALL MAKE ALL RELATED CLAIMS SOLELY AGAINST MANUFACTURER OR SUPPLIER AND NOT AGAINST XFS, AND YOU SHALL NEVERTHELESS CONTINUE TO PAY ALL PAYMENTS AND OTHER SUMS PAYABLE UNDER THIS AGREEMENT.**

13. Liability and Indemnification. XFS IS NOT RESPONSIBLE FOR ANY LOSSES, DAMAGES, EXPENSES OR INJURIES OF ANY KIND OR TYPE, INCLUDING, BUT NOT LIMITED TO, ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (COLLECTIVELY, "CLAIMS") TO YOU OR ANY THIRD PARTY CAUSED BY THE EQUIPMENT OR ITS USE. You assume the risk of liability for, and hereby agree to indemnify and hold safe and harmless, and covenant to defend, XFS, its employees, officers and agents from and against: (a) any and all Claims (including legal expenses of every kind and nature) arising out of the acceptance or rejection, ownership, leasing, possession, operation, use, return or other disposition of the Equipment; and (b) any and all loss or damage of or to the Equipment. Neither sentence in this Section shall apply to Claims arising directly and proximately from XFS's gross negligence or willful misconduct.

14. Default and Remedies. You will be in default hereunder if We do not receive Payment within 10 days after its due date, or You breach any other material obligation hereunder or any other agreement with Us. If You default, and such default continues for 10 days after We provide notice to You, We may, in addition to other remedies (including disabling or repossessing Equipment and/or requesting Supplier to cease performing under the Maintenance Agreement), immediately require You to do one or more of the following: as liquidated damages for loss of bargain and not as a penalty, pay the sum of (i) all amounts then due, plus interest from the due date until paid at the rate of 1.5% per month; (ii) pay all remaining Payments in the Term, discounted to date of default at the Discount Rate; (iii) the Equipment's booked residual; or if not purchased, require You to return the Equipment as provided herein and (iv) Taxes. You agree to pay all reasonable costs, including attorneys' fees and disbursements, incurred by XFS to enforce this Agreement.

15. Risk of Loss and Insurance. You assume and agree to bear the entire risk of loss, theft, destruction or other impairment of the Equipment upon delivery. You agree (a) to keep the Equipment fully insured through a carrier acceptable to Us against loss at its replacement cost, with Us named as loss payee; (b) You also agree to obtain a general public liability insurance policy from anyone who is acceptable to Us and to include Us as an additional insured on the policy; (c) to provide proof of insurance satisfactory to Us no later than thirty (30) days following the commencement of this Agreement (or at commencement if We so elect), and thereafter upon Our written request; (d) if you fail to obtain and maintain property loss insurance satisfactory to Us and/or You fail to provide proof of such insurance to Us within thirty (30) days of the commencement of the Agreement (or at commencement if We so elect), We have the option, but not the obligation, to secure property loss insurance on the Equipment from a carrier of Our choosing in such forms and amounts as We deem reasonable to protect Our interests. If We place insurance on the Equipment, We will not name You as an insured and Your interests may not be fully protected. If We secure insurance on the Equipment, You will pay Us for the insurance premiums and related charges and You acknowledge the premiums may be higher than the premiums that You would pay if You placed the insurance independently and may result in a profit to Us. You must promptly notify XFS of any loss or damage to Equipment which makes any item of Equipment unfit for continued or repairable use. Any insurance proceeds received will be applied at Our option, (i) to repair, restore or replace the Equipment, or (ii) to pay Us the remaining balance of the Agreement plus Our estimated residual value, both discounted at the Discount Rate, provided We elect to apply this option. **NOTHING IN THIS SECTION WILL RELIEVE YOU OF YOUR OBLIGATION TO MAINTAIN LIABILITY INSURANCE COVERING THE EQUIPMENT.**

16. Authorization of Signer and Credit Review. You represent that You may lawfully enter into, and perform, this Agreement, that the individual signing this Agreement on Your behalf has all necessary authority to do so, and that all financial information You provide accurately represents Your financial condition. You agree to furnish financial information that XFS may request now, including Your Federal Tax ID, and You authorize XFS to obtain credit reports on You in the future should You default or fail to make prompt payments hereunder.

17. Finance Lease and Customer Waivers. The parties agree this Agreement shall be construed as a "finance lease" under UCC Article 2A. **Customer waives its rights as a lessee under UCC 2A Sections 508-522.**

18. Original and Sole Controlling Document; No Modifications Unless in Writing. This Agreement constitutes the entire agreement between the Parties as to the subjects addressed herein, and representations or statements not included herein are not part of this Agreement and are not binding on the Parties. You agree that an executed copy of this Agreement that is signed by Your authorized representative and by XFS's authorized representative (an original manual signature or such signature reproduced by means of a reliable electronic form, such as electronic transmission of a facsimile or electronic signature) shall be marked "original" by XFS and shall constitute the only original document for all purposes. To the extent this Agreement constitutes UCC chattel paper, no security interest in this Agreement may be created except by the possession or transfer of the copy marked "original" by XFS. **IF A PURCHASE ORDER OR OTHER DOCUMENT IS ISSUED BY YOU, NONE OF ITS TERMS AND CONDITIONS SHALL BE BINDING ON XFS, AS THE TERMS AND CONDITIONS OF THIS AGREEMENT EXCLUSIVELY GOVERN THE TRANSACTION DOCUMENTED HEREIN. SUPPLIER AND ITS REPRESENTATIVES ARE NOT OUR AGENTS AND ARE NOT AUTHORIZED TO MODIFY OR NEGOTIATE THE TERMS OF THIS AGREEMENT. THIS AGREEMENT MAY NOT BE AMENDED OR SUPPLEMENTED EXCEPT IN A WRITTEN AGREEMENT SIGNED BY AUTHORIZED REPRESENTATIVES OF THE PARTIES AND NO PROVISIONS CAN BE WAIVED EXCEPT IN A WRITING SIGNED BY XFS.** You authorize XFS to insert or correct missing information on this Agreement, including but not limited to Your proper legal name, agreement numbers, serial numbers and other Equipment information, including Equipment substitutions or partial substitutions communicated to Us by the Supplier so long as there is no material impact to Your financial obligations.

19. Governing Law, Jurisdiction, Venue and JURY TRIAL WAIVER. THIS AGREEMENT IS GOVERNED BY, AND SHALL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CONNECTICUT. THE JURISDICTION AND VENUE OF ANY ACTION TO ENFORCE THIS AGREEMENT, OR OTHERWISE RELATING TO THIS AGREEMENT, SHALL BE IN A FEDERAL OR STATE COURT IN FAIRFIELD COUNTY, CONNECTICUT OR, EXCLUSIVELY AT XFS'S OPTION, IN ANY OTHER FEDERAL OR STATE COURT WHERE THE EQUIPMENT IS LOCATED OR WHERE XFS'S OR YOUR PRINCIPAL PLACES OF BUSINESS ARE LOCATED, AND YOU HEREBY WAIVE ANY RIGHT TO TRANSFER VENUE. **THE PARTIES HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION RELATED TO OR ARISING OUT OF THIS AGREEMENT.**

20. Miscellaneous. Your obligations under the "Taxes" and "Liability" Sections commence upon execution, and survive the expiration or earlier termination, of this Agreement. Notices hereunder must be in writing. Notices to You will be sent to the "Billing Address" provided on the first page hereof, and notices to XFS shall be sent to Our address provided on the first page hereof. Notices will be deemed given 5 days after mailing by first class mail or 2 days after sending by nationally recognized overnight courier. Invoices are not considered notices and are not governed by the notice terms hereof. You authorize XFS to communicate with You by any electronic means (including cellular phone, email, automatic dialing and recorded messages) using any phone number (including cellular) or electronic address You provide to Us. If a court finds any term of this Agreement unenforceable, the remaining terms will remain in effect. The failure by either Party to exercise any right or remedy will not constitute a waiver of such right or remedy. If more than one party has signed this Agreement as Customer, each such party agrees that its liability is joint and several. The following four sentences control over every other part of this Agreement: Both Parties will comply with applicable laws. XFS will not charge or collect any amounts in excess of those allowed by applicable law. Any part of this Agreement that would, but for the last four sentences of this Section, be read under any circumstances to allow for a charge higher than that allowed under any applicable legal limit, is modified by this

Section to limit the amounts chargeable hereunder to the maximum amount allowed under the legal limit. If, in any circumstances, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by XFS in excess of that legally allowed will be applied by Us to the payment of amounts legally owed hereunder or refunded to You.

This Equipment Schedule "A" is attached to and becomes a part of the Agreement Number listed below, between Xerox Financial Services LLC and the undersigned Customer.

Agreement Number:

EQUIPMENT			
Quantity	Model and Description	Location	Meter Pools
1	EC8056H2 with Accessories	TOWN OF CICERO HEALTH DEPARTMENT 2250 S 49TH AVE CICERO, IL 60804	B&W: Pool #1 Color: Pool #1
METER POOL INFORMATION			
Name	Allowance	Excess Rate	Excess Frequency
B&W: Pool #1	0	0.00500	Quarterly
Color: Pool #1	0	0.05000	Quarterly

OTHER		
Quantity	Model and Description	Equipment Location

This Schedule "A" is hereby verified as correct by the undersigned Customer

Customer: Cicero, Town Of	
Authorized Signature X:	Date:
Name:	Title:

**ADDENDUM TO THE COST PER IMAGE AGREEMENT BETWEEN THE TOWN OF
CICERO AND XEROX FINANCIAL SERVICES LLC.**

This Addendum (this "Addendum") to the Cost Per Image Agreement (the "Agreement") is made by and between the Town of Cicero (the "Town") and Xerox Financial Services LLC ("Xerox").

In consideration of the mutual covenants and agreements hereinafter contained and as set forth in the Agreement and this Addendum, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby mutually agreed by and between the Town and Xerox to amend the Agreement as follows:

- A-1. Integration. This Addendum shall be effective as of the same date as the Agreement. This Addendum is hereby made a part of, and incorporated into, the Agreement as though fully set forth therein. The provisions of the Agreement shall remain in full force and effect, provided that, in the event of a conflict between any provision of this Addendum and any provisions of the Agreement, the provision of this Addendum shall control.
- A-2. Amendment to Section 19 Governing Law, Jurisdiction, Venue and Jury Trial Waiver. Section 19 Governing Law, Jurisdiction, Venue and Jury Trial Waiver is amended by deleting the section in its entirety and replacing it with the following: "This Agreement is governed by, and shall be construed in accordance with the laws of the State of Illinois. The jurisdiction and venue of any action to enforce this Agreement, or otherwise relating to this Agreement shall be in federal or state court in Cook County, Illinois."
- A-3. ~~Termination. Notwithstanding the foregoing or anything in the Agreement to the contrary, the Town may terminate the Agreement at any time for any cause or no cause upon providing thirty (30) days' written notice to Xerox.~~ *N/A FOR THIS CONTRACT HAS A LEASE IN PLACE*
- A-4. Confidential Information. Xerox acknowledges that the Agreement and this Addendum are subject to release pursuant to the Illinois Freedom of Information Act.
- A-5. Counterparts. This Addendum may be executed in counterpart originals, each of which shall be deemed to be an original with the same effect as if the signatures thereto were on the same instrument. A signature affixed to this Addendum and transmitted by facsimile or electronic mail shall have the same effect as an original signature.

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

THE FOREGOING IS HEREBY APPROVED AND ACCEPTED:

By: _____ Date _____
Authorized Representative,
Town of Cicero

By:  _____ *1/2/2024*
Date _____
Representative, Xerox Financial Services LLC

ADDENDUM TO THE SALES AND SERVICE AGREEMENT BETWEEN THE TOWN OF CICERO AND CHICAGO OFFICE TECHNOLOGY GROUP, INC.

This Addendum (this "Addendum") to the Sales and Service Agreement (the "Agreement") is made by and between the Town of Cicero (the "Town") and Chicago Office Technology Group, Inc. d/b/a Xerox Business Solutions Midwest ("Xerox").

In consideration of the mutual covenants and agreements hereinafter contained and as set forth in the Agreement and this Addendum, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby mutually agreed by and between the Town and Xerox to amend the Agreement as follows:

- A-1. Integration. The Agreement and this Addendum shall be deemed to be one and the same instrument. All capitalized terms not specifically defined in this Addendum shall have the same meaning as given to such terms in the Agreement. To the extent that any conflicts exist between the Agreement, and this Addendum, the terms and provisions of this Addendum shall in all instances control and prevail. Except where specifically amended herein, all terms and conditions of the Agreement remain in full force and effect.
- A-2. Termination. Notwithstanding the foregoing or anything in the Agreement to the contrary, the Town may terminate the Agreement at any time for any cause or no cause upon providing thirty (30) days' written notice to Xerox.
- A-3. Confidential Information. Xerox acknowledges that the Agreement and this Addendum are subject to release pursuant to the Illinois Freedom of Information Act.
- A-4. Counterparts. This Addendum may be executed in counterpart originals, each of which shall be deemed to be an original with the same effect as if the signatures thereto were on the same instrument. A signature affixed to this Addendum and transmitted by facsimile or electronic mail shall have the same effect as an original signature.

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

THE FOREGOING IS HEREBY APPROVED AND ACCEPTED:

By: _____
Authorized Representative,
Town of Cicero

Date

By: _____
Authorized Xerox Representative

1-2-2024
Date



NON-APPROPRIATIONS AMENDMENT

This is an amendment, dated and effective as of _____, to that certain Agreement # _____ (“Agreement”) between _____, (“Customer”) and **Xerox Financial Services LLC**. All capitalized but undefined terms used in this Amendment shall have the meanings set forth in the Agreement.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties agree to amend the Agreement as follows:

Non-Appropriation. Your obligation to remit the Payments and any other amounts due is contingent upon approval of the appropriation of funds by your governing body. In the event funds are not appropriated for any forthcoming fiscal period equal to amounts due under the Agreement, and you have no other funds legally available to be allocated to the payment of your obligations hereunder, you may terminate the Agreement effective on the first day of such forthcoming fiscal period (“Termination Date”) if: (a) you have used due diligence to exhaust all funds legally available, and (b) XFS has received written notice from you at least 30 days before the Termination Date. At XFS’s request, you shall promptly provide supplemental documentation as to such non-appropriation. Upon the occurrence of such non-appropriation, you shall not be obligated for any Payment for any forthcoming fiscal period for which funds have not been so appropriated, and you shall promptly return the Equipment as set forth in the return provisions of this Agreement.

ACKNOWLEDGED AND ACCEPTED:

CUSTOMER (as stated above):

Authorized Signor: _____

Name/Title: _____

Date: _____

Xerox Financial Services LLC

Accepted by: _____

Name/Title: _____

Date: _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND APPROVING AN INTERAGENCY AGREEMENT BETWEEN THE PROVISO CHILDREN'S ADVOCACY CENTER AND 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 Intergovernmental Cooperation Act (5 ILCS 220/1, *et seq.*) (the "Act") authorizes public agencies, which includes units of local government to jointly enjoy and/or exercise powers, privileges, functions or authority with other public agencies, except where specifically and expressly prohibited by law; and

WHEREAS, the Act authorizes public agencies to enter into intergovernmental agreements with other public agencies; and

WHEREAS, Cook County has instituted certain protocols for the investigation of child and adolescent sexual abuse cases; and

WHEREAS, the Proviso Children's Advocacy Center ("PCAC") and the Town of Cicero Police Department (the "Department") recognize that child abuse and maltreatment is a community problem; and

WHEREAS, the system of intervention into this problem should be sensitive to the needs of the victim, and support effective prosecution and child protection; and

WHEREAS, no one agency has all the resources to effectively intervene into the problem, and the best system of intervention is a coordinated, multi-disciplinary team approach that combines the wisdom and expertise of professionals from law enforcement, prosecution, child protection, medical, mental health, and victim advocacy; and

WHEREAS, the Town and PCAC desire to enter into and approve an interagency agreement (the “Agreement”), attached hereto and incorporated herein as Exhibit A, whereby the Department and PCAC, along with other 4th District Agencies, will work together as part of the multi-disciplinary team for reported abuse cases; 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 both advisable and in the best interests of the Town and its residents to enter into and approve of the Agreement; and

WHEREAS, based on the foregoing, the Corporate Authorities find that it is in the best interests of the residents of the Town to approve, enter into, and execute an agreement with terms substantially the same as the terms of the Agreement; and

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

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

**ARTICLE I.
IN GENERAL**

Section 1.00 Findings.

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

Section 2.00 Purpose.

The purpose of this Ordinance is to authorize the President or his designee to enter into 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 that goal.

**ARTICLE II.
AUTHORIZATION**

Section 3.00 Authorization.

The Town Board hereby authorizes and directs the President or his designee to enter into, and approve the Agreement, or any modification thereof, and to ratify any and all previous action taken to effectuate the intent of this Ordinance. 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. 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 Ordinance. The Town Clerk is also authorized and directed to affix the Seal of the Town to such documentation as is deemed necessary. The officers, agents, and/or employees of the Town shall take all action necessary or reasonably required

by the Town to carry out, give effect to, and effectuate the purpose of this Ordinance and shall take all action necessary in conformity therewith.

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

Section 6.00 Superseder.

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

Section 7.00 Publication.

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

Section 8.00 Effective Date.

This Ordinance shall be in full force and effect upon its passage, approval, and publication as required by law.

ADOPTED this _____ day of _____, 2024, 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 _____, 2024

LARRY DOMINICK
PRESIDENT

ATTEST:

MARIA PUNZO-ARIAS
TOWN CLERK

EXHIBIT A

Interagency Agreement

Proviso Children's Advocacy Center and 4th District Law Enforcement Agencies

I hereby acknowledge that the Town of Cicero Police Department has received a copy of the Cook County Protocol for Multi-Disciplinary Team Investigation in Child and Adolescent Sexual Abuse Cases.

In making this agreement in conjunction with the Cook County Protocol, the Proviso Children's Advocacy Center (PCAC) and the Town of Cicero Police Department recognize that Child Abuse and Maltreatment is a community problem. The system of intervention into this problem should be sensitive to the needs of the victim, and support effective prosecution and child protection. We recognize that no one agency has all the resources to effectively intervene into the problem, and the best system of intervention is a coordinated, multi-disciplinary team approach that combines the wisdom and expertise of professionals from law enforcement, prosecution, child protection, medical, mental health, and victim advocacy.

To ensure the effective implementation of the approach, the Town of Cicero Police Department agrees to ensure the following:

1. To support and abide by all guidelines in the Cook County Protocol including the referral and notification system, working collaboratively and sharing information with other members of the MDT, coordinated case planning, attending collaborative forensic interviews of children age 3-17, and adults with intellectual disabilities who are alleged victims of sexual abuse, physical abuse or maltreatment, or witnesses to violence.
2. To make every effort to avoid interviewing an alleged victim regarding allegations of abuse before a Forensic Interview is completed. Officers can speak to outcry witnesses and non-offending family members, prior to the forensic interview, in order to obtain information needed.
3. To notify the child's caretaker about the investigation and inform the caretaker that a representative of the Proviso CAC will be calling to schedule a forensic interview.
4. To notify the Cook County State's Attorney's office of all scheduled forensic interview cases and discuss case details with the Child Advocacy and Protection Unit at 312-492-3180.
5. To provide a non-redacted copies of any investigative reports to the Proviso Children's Advocacy Center in a timely fashion.
6. To have an investigator who is familiar with the case attend the scheduled forensic interviewer.
7. To communicate case updates and outcomes in a timely manner to Proviso Children's Advocacy Center advocates to ensure the center has the necessary information for effective case tracking.
8. To accept and store evidence produced in the forensic interview, including drawings, forensic interviewer notes, and the forensic interview DVD. We acknowledge that the forensic interview may be tendered to the Cook County State's Attorney's Office after a case is charged according to standard procedures for producing evidence. We understand that DVD should not be duplicated or disseminated without consultation and approval of the Proviso Children's Advocacy Center and Cook County State's Attorney's Office. Any questions related to DVD or HIPAA compliant digital sharing of the FI recording should be directed to the Proviso Children's Advocacy Center Director.
9. To ensure that investigators receive information about, and are aware of, the MDT case review process and participate in the process as requested, including the attendance of all case review meetings when an investigator's case is being reviewed (See attached).
10. To maintain a working knowledge of the Cook County Child Abuse Investigation Protocol, including attending protocol update trainings, sending new investigators to Proviso CAC's

Multidisciplinary Team Orientation training, and sending investigators to the annual Proviso Children's Advocacy Center Investigator Forum.

To ensure the effective implementation of the approach, the Proviso Children's Advocacy Center agrees to offer the following services to 4th District Law Enforcement Agencies:

1. Availability 24 hours a day to receive and screen referrals, and provide consultation on and/or coordination of sexual abuse cases, physical abuse/maltreatment cases, and cases involving witnesses to violence for children age 3-17, and adults with intellectual disabilities, for incidents occurring in the 4th Municipal District.
2. Provide digitally recorded forensic interview services, with an interviewer trained in a nationally recognized model of forensic interviewing.
3. Availability 5 days a week for coordinated forensic interviews, and availability 24 hours a day/ 7 days per week for emergency/priority forensic interviews.
4. Begin arrangement for a forensic interview within 24 hours (1 business day of receiving an interview request).
5. Make every effort to schedule a forensic interview within 72 hours (3 business days) of receiving an interview request.
6. Consult with investigators for availability and make every effort to schedule a forensic interview at a time when the assigned investigator can be present.
7. Maintain and share with law enforcement agencies, upon request, a system for tracking cases opened for service by the CAC.
8. Maintain and facilitate the 4th District MDT Evaluation and Case Review Committee, including notifying law enforcement partners of dates for meetings and providing law enforcement partners minutes from each meeting.
9. Provide regular opportunities for law enforcement partners to receive training on topics related to child abuse and protocol for child and adolescent sexual abuse cases, regular opportunities for law enforcement partners to offer feedback about program operations or protocol concerns, and provide law enforcement partners with an annual report of the program operations.
10. Provide law enforcement with updated information and copies of the Cook County Protocol.

This agreement shall be valid for one year from the last date signed, and is subject to review upon renewal.

Chief Thomas Boyle
Cicero Police Department

Date

Sherri Lau, Director
Proviso Children's Advocacy Center

Date

4TH District Multi-disciplinary Team Case Review

The primary purpose of The 4th District Multi-disciplinary Team Evaluation and Case Review Committee is to ensure that children and teens affected by allegations of abuse receive the highest quality of intervention from multi-disciplinary teams.

What is a multi-disciplinary case review? The MDT Case Review is a process by which the team shares information about a specific case, plans for further intervention into the case, and addresses problems affecting the case. It is also a process by which the team identifies overall trends that are occurring across cases and systems, with the opportunity to address system problems.

Who attends an MDT Case Review? The MDT Case Review committee includes experienced professionals from law enforcement, prosecution, child protection, medical, mental health, advocacy, and forensic interviewing who consult with the current team about the case. Current team members on the case, or a representative from their agency, are asked to attend.

Who can refer a case for review by the committee? Any team member can refer a case. While the criterion for case referrals is flexible, cases that are referred usually involve unusual or unresolved investigative or child protection problems, unresolved or complex mental health or medical issues, and/or legal or prosecutorial concerns. In addition, cases that are new to the court system or are coming up for trial are reviewed.

When and where are Case Review Meetings? Meetings are held the 4th Thursday of the month, from 3-5pm in the board room at Proviso CAC and are facilitated by the Senior Clinician from The Proviso CAC

How do I refer a case? To refer a case, contact the advocate assigned to the case and explain the reason you want the case reviewed. You will be notified of the date and time for the review.

What is expected of me at the review? Be prepared to share updated, relevant information about your involvement in the case. In addition, be prepared to discuss things you felt went well with the case or the team as well as things that did not go well with the case or the team. (If you have confidentiality mandates, ensure you have releases to speak with team members ahead of time) In addition, the committee has a few simple rules to follow: All information is confidential-not to be shared outside the committee or one's own agency or team. The name of the alleged victim is not to be used during the review. Respect the beliefs and mandates of others. *Remember, MDT Case Review is meant to be a supportive process, used to help enhance the services that our team provides to children.*

What if I cannot attend the review? If your case is being reviewed and you are unable to attend, you have several options. In some instances team members can be contacted by phone at the time of the review, and participate via speaker phone. In addition, you can share your information or concerns for the review with the family advocate handling the case. The advocate or another member of the committee can then call you with an update after the review. In addition, a summary of each meeting is e-mailed out to leadership in all team member agencies.

Cook County Children's Advocacy Center Protocol
for
Multi-disciplinary Team Response to Reported
Sexual Abuse and other Referred Maltreatment Cases

I. Introduction

Purpose

The purpose of this protocol is to provide guidelines that will support coordination, collaboration, and cooperation among all Cook County agencies involved in:

1. sexual abuse allegations of children 17 and under;
2. other referred child and adolescent maltreatment cases;
3. referred cases of child and adolescent witnesses to violent crimes;
4. referred cases of a person with an intellectual disability, cognitive impairment or developmental disability;

that may be handled by a multidisciplinary team at a Children's Advocacy Center.

Based in the belief that no one system has all the resources to effectively respond to these serious allegations, this coordinated multi-disciplinary team approach combines the wisdom, experience, and expertise of law enforcement, prosecution, child protection, mental health, medical professionals, and Children's Advocacy Centers. As provided in The Children's Advocacy Center Act, this cooperative, coordinated multi-disciplinary effort increases the efficiency and effectiveness of the involved agencies as well as minimizes the additional stress and trauma created for victims and their families by the investigative and judicial process. It is understood that these are not rigid rules of conduct, and that on occasion guidelines will need to be waived or modified with team consultation and consensus.

This protocol acknowledges that every child reported to the Department of Children and Family Services or law enforcement as a victim of sexual assault or abuse whose case is accepted by either agency for investigation has the right to have a forensic interview (FI) conducted by an interviewer from an accredited children's advocacy center. (725 ILCS 115/3.5) The right to the forensic interview may be asserted by the child or the child's parent or guardian informing investigative personnel that the parent or guardian wants the child to have the

child's interview conducted by the Children's Advocacy Center. (725 ILCS 115/3.5)

Recognizing the right to a forensic interview as well as the beneficial aspects of a forensic interview, a minimum of 75% of cases referred to CACs will result in a forensic interview at the CAC or through a secure tele-forensic platform. Any referred case to a CAC for a forensic interview that is not conducted at a CAC or through a tele-forensic platform must be agreed to by all MDT members.

This protocol is to be followed in conjunction with all applicable state laws as well as The Abused and Neglected Child Reporting Act (ANCRA). The multidisciplinary team (MDT) responsible for investigations includes; one of five Cook County Children's Advocacy Centers, law enforcement, Cook County State's Attorney's Office, Illinois Department of Children Family Services, and a qualified medical provider. Additional support services include advocates, mental health providers, and child life staff. Each of these entities has a specific role to play which, when taken in conjunction with roles of other entities, forms a coordinated and cooperative multidisciplinary response to reported sexual abuse and other referred maltreatment cases.

Roles and Functions of Multidisciplinary Team Members

The Children's Advocacy Center and all MDT partners will provide culturally responsive services for all CAC clients and their families. The roles and functions of the different team agencies and members are as follows:

The role of the Illinois Department of Children and Family Services is to investigate all cases of:

1. alleged child or adolescent sexual abuse;
2. other alleged child and adolescent maltreatment cases;
3. referred cases of child and adolescent witnesses to violent crimes;

involving any eligible perpetrator under The Abused and Neglected Child Reporting Act (ANCRA), to ensure that the child or adolescent is in a safe environment and to cooperate with other team member agencies. ANCRA defines an eligible perpetrator as follows:

Person responsible for the child's welfare means the child's parent; guardian; foster parent; relative caregiver; any person responsible for the child's welfare in a public or private residential agency or institution; any person responsible for the child's welfare within a public or private profit or not for profit child care facility; or any other person responsible for the child's welfare at the time of the alleged abuse or neglect, including any person that is the custodian of a child under 18 years of age who commits or allows to be committed, against the child, the offense of involuntary servitude, involuntary sexual servitude of a minor, or trafficking in persons for forced labor or services, as provided in Section 10-9 of the Criminal Code of 2012, or any person who came to know the child through an official capacity or position of trust, including, but not limited to health care professionals, educational personnel, recreational supervisors, members of the clergy, and volunteers or support personnel in any setting where children may be subject to abuse or neglect."

Abused and Neglected Child Reporting Act 325 ILCS 5/3

The role of law enforcement is to investigate all allegations of:

1. child and adolescent sexual abuse;
2. other allegations of child or adolescent maltreatment;
3. referred cases of child and adolescent witnesses to violent crimes;
4. referred cases of a person with an intellectual disability, cognitive impairment or developmental disability;

to help ensure the immediate safety and well-being of the alleged victim, to identify and apprehend alleged criminal offenders, and to cooperate with other agencies.

The role of the Cook County State's Attorney's Office (CCSAO) is as follows:

The primary role of the prosecutor is to seek justice. Prosecutors seek justice by prosecuting cases where evidence warrants criminal charges or child abuse and neglect petitions. In cases of sexual assault, this means protecting the safety and rights of the victim and community by holding the offender accountable. To accomplish this goal, prosecutors must work in a coordinated and collaborative fashion with the victim, law enforcement, advocates, as well as medical and crime lab professionals. The myths and misinformation surrounding the crime of sexual assault, along with the tendency of the defense and jurors to focus on victims' actions, present unique challenges in the successful prosecution of this crime.

Prosecutors are uniquely positioned to educate the community, jury by jury, about sexual assault dynamics and the tactics of offenders.

The role of the Children's Advocacy Center (CAC) is to serve as a central point for coordination of:

1. child and adolescent sexual abuse investigations, advocacy and linkage to mental health services;
2. other allegations of child or adolescent maltreatment;
3. referred cases of child and adolescent witnesses to violent crimes;
4. referred cases of a person with an intellectual disability, cognitive impairment or developmental disability;

and to be a central point of coordination for meetings of the MDT and interviews for alleged victims while also providing a centralized resource for referral to other services needed by the victim and family. The Children's Advocacy Center also provides a resource for team members to receive training on issues related to sexual abuse, development and implementation of a case tracking system, and development and implementation of a multi-disciplinary case review process. The CAC must ensure that provisions are made for non-English speaking and deaf and hard-of-hearing children and their family members throughout the investigation, intervention, and case management processes. CAC's will not utilize children or client family members to interpret for MDT members. CAC's may access a certified language interpreter line for interpreting purposes.

The role of the MDT coordinator is to coordinate and facilitate the day-to-day information sharing and activities of the MDT. The MDT Coordinator must have training in the field of child maltreatment and facilitation to ensure a fully inclusive and participatory process that will address MDT functioning and ultimately benefit the child or adolescent.

The role of the victim advocate is to provide emotional support and education for the alleged victim and his or her family, to provide information and referrals for support services, and provide ongoing advocacy for the alleged victim within the other agencies serving the alleged victim and cooperate with other agencies.

The role of the forensic interviewer is to conduct objective developmentally appropriate, fact-finding interviews with alleged victims; their siblings, and other

Commented [AM1]: I changed the order here to move advocate and FI to right after the MDT Coordinator. This is chronological and more logical to me. I also discussed this order change with Sherri who agreed.

potential victims in the context of a multi-disciplinary team investigation; be available to provide testimony in court proceedings and cooperate with other agencies.

The role of the qualified medical provider is to provide comprehensive medical evaluation and treatment for the alleged victim; when indicated, collect or refer to a center that can collect evidence via an Illinois State Police Evidence Collection Kit (ISPECK) in accordance with the Illinois Sexual Assault Survivor Emergency Treatment Act (SASETA); and to assist multi-disciplinary team members in understanding medical care surrounding child maltreatment.

The role of the mental health provider is to provide a mental health evaluation and intervention for the alleged victim and their family/caretaker and, with appropriate consent from the victim, provide input to other team members regarding the victim and their family/caretaker's ability to participate in the investigative or prosecutorial process, and their engagement in and completion of treatment.

II. Notification Procedure

Upon disclosure and/or receiving a qualifying report, the following procedure should be utilized;

If Law Enforcement are first to receive the qualifying report, which may include but is not limited to DCFS Child Abuse and Neglect Screening Reports (CANS) and Information Only Reports (I/O), they must notify:

1. DCFS Hotline.
2. The Children's Advocacy Center serving their area (See list of Advocacy Centers in the addendum) per each Center's notification procedures.
3. If applicable, law enforcement in jurisdiction where alleged crime occurred.

If DCFS is first to receive the report, they must notify:

1. Appropriate Children's Advocacy Center for the jurisdiction in which the allegation occurred.
2. If applicable, law enforcement in jurisdiction where alleged abuse or

6

maltreatment occurred.

If the medical provider is first to receive the report, they must notify:

1. DCFS hotline
2. Assist the family with notifying the police department in the jurisdiction in which the alleged abuse occurred.

If the Mental Health Professional is the first to hear report of abuse, they must notify:

1. DCFS hotline
2. With consent from the family, assist the family with notifying the police department in the jurisdiction in which the alleged abuse occurred.

Considerations for Working with Parties outside the MDT

Adult Protective Services (APS) investigates allegations of abuse or neglect to adults 60 and over, or adults 18 to 59 who have an intellectual disability, cognitive impairment or developmental disability. APS provides referral services and may take protective measures on behalf of an adult deemed incapable of protecting him or herself. APS may attend forensic interviews and refer a case for a forensic interview as needed based on case needs and severity of suspected abuse. The MDT should contact the Adult Protective Services hotline (866-8001409) to notify APS of suspected abuse to an adult with disabilities or elder that has not already been reported to law enforcement.

Schools: In accordance with PL-101-0531, Children's Advocacy Centers will create procedures for their catchment area that minimally covers the following:

- Process of communication between the CAC/ MDT and the school's a) Title IX Officer, b) school resource officer, or c) personnel leading the school's internal investigation. This communication, at minimum, must ensure that all parties have each other's contact information, and the CAC's protocol regarding the process of approving the viewing of the forensic interview.
- Process and requirement for law enforcement and DCFS to communicate with the school to obtain any evidence the school has gathered pertaining

7

to an alleged incident of sexual abuse, as permissible by federal or state law.

- After completion of a forensic interview, the multidisciplinary team must notify the school or designated agency responsible for the internal investigation of its completion. If, for any reason, a multidisciplinary team determines it will not conduct a forensic interview in a specific investigation, the multidisciplinary team must notify the school as soon as the determination is made. If a forensic interview has not been conducted within 15 calendar days after opening an investigation, the school may notify the multidisciplinary team that it intends to interview the alleged victim. No later than 10 calendar days after this notification, the multidisciplinary team may conduct the forensic interview and, if the multidisciplinary team does not conduct the interview, the school may proceed with its interview.
- A process for school personnel or designated agency responsible for the internal investigation to view the electronic recording of a forensic interview of an alleged victim of an incident of sexual abuse. As a means to avoid additional interviews of an alleged victim, school personnel or designated agency responsible for the internal investigation must be granted viewing access to the electronic recording of a forensic interview only if the school receives (i) approval from the multidisciplinary team investigating the case and (ii) informed consent by a child over the age of 13 or the child's parent or guardian.
- DCFS and law enforcement must notify the relevant school or designated agency responsible for the internal investigation when an agency investigation of an alleged incident of sexual abuse is complete. The notification must include information on the outcome of that investigation.

III. Interagency Communication and Decision Making

Collaborative Communication

This protocol requires that the MDT conduct a collaborative investigation by communicating pertinent information throughout an investigation. Partner agencies should share any and all relevant information with team members and must update partners on the status of investigations.

Collaborative Decision Making

Each agency represented on the MDT will make decisions regarding their case responsibilities according to its relevant policies and mandates, with input as appropriate from other members of the MDT.

Collaborative Problem Solving

A case staffing may be called by any member of the MDT at any point during the investigation to solve problems and share information. Other members are required to attend a case staffing called by an MDT member.

IV. Interagency/Multidisciplinary Investigations

A. First Responders

First responders should not conduct an investigative interview with the alleged victim regarding the details of the allegation and should limit any interaction with the alleged victim to brief questions to assess immediate safety, medical needs, or identification of where alleged abuse occurred. All alleged victims of sexual assault or sexual abuse aged 17 years and under will be offered the opportunity, and told of their right, to have a forensic interview at a children's advocacy center. As soon as reasonably possible, a coordinated interview should be scheduled and conducted.

B. Preliminary Actions

In the initial stage, the relevant MDT members should confer by phone or in-person to create a plan to complete the following:

1. Determine who will first see the alleged victim, siblings, and other potential victims, and when and where this will occur.
2. Assess and respond to any immediate risks to the alleged victim's physical or emotional safety.
3. Determine the alleged victim's need for medical care. When there is uncertainty promptly consult with a qualified medical provider to determine the recommended time and location for medical evaluation and treatment.
4. Collect preliminary background information regarding the allegation

9

through forensic interviews with outcry and/or eyewitnesses.

5. Collect or arrange for the collection of physical evidence if available. Physical evidence can include items from which trace evidence can be extracted, (clothing, bed sheets, etc.), communications evidence (pictures drawn by the victim, diaries, computer or text messages, etc.), or photographic evidence.
6. Complete an initial background check on the alleged offender.
7. Confer with other MDT members either by phone or in person to determine a time and place for the forensic interview with the alleged victim, siblings and other potential victims.
8. It will be the primary duty of the MDT to make every effort to ensure that the forensic interview occurs as soon as reasonably possible.
9. The designated CAC professional from the responding CAC will help facilitate this process as needed and ensure that the MDT is informed of the plans and changes.
10. Provide a safe environment for children at all times, ensuring that are separated from any alleged offenders at all times while receiving services at the CAC.

C. Interviews or Forensic Interviews

1. Purpose:

A forensic interview means an interview between a trained forensic interviewer, as defined by NCA standards, and a child in which the interviewer obtains information from children in an unbiased and fact-finding manner that is developmentally appropriate and culturally sensitive to support accurate and fair decision making by the multidisciplinary team in the criminal justice and child protection systems. Whenever practical, all parties involved in investigating reports of child maltreatment shall observe the interview, which shall be electronically recorded.

The purpose of the forensic interview is to gather information necessary to conduct the investigation, complete a safety assessment, determine possible

medical needs, and help evaluate alternative case hypotheses. The approach to the interview with the alleged victim, siblings, and other potential victims should maximize the amount of reliable information provided by the interviewees, while minimizing contamination of information. It should also be conducted in a manner that is both developmentally appropriate and minimizes additional stress or trauma.

The purpose of the forensic interview is to protect a child's privacy and to protect the integrity of the investigative process; all forensic interviews of alleged victims shall be conducted in accordance with the protocols of a CAC accredited pursuant to Act 55 ILCS 80/4-5 by a multi-disciplinary team responsible for investigations. The forensic interviewer seeks information about the victimization of the child and will not pursue interview topics that are potentially incriminating. No information obtained during a forensic interview of an alleged victim will be used as evidence against that alleged victim in any judicial, administrative, or legislative proceeding or any proceeding preliminary thereto.

In approaching the forensic interview, it is important to remember that no two cases are identical so the planning process for the forensic interview should be flexible. When deciding on the plan for the forensic interview, MDT members should consider a variety of factors including;

- the timing of the interview
- location of the interview
- the emotional, developmental, and cognitive abilities and needs of the alleged victim
- the emotional, developmental, and cognitive abilities and needs of the siblings and other potential victims
- the level of training and experience of the interviewer
- the investigative and child protective needs in the case

The ideal model for forensic interviewing persons in Cook County allows for a collaborative forensic interview (collaborative being defined as all or most investigative team members being present), by an appropriately qualified forensic interviewer, in a Children's Advocacy Center or safe, child sensitive environment as agreed upon by the MDT.

There are many well-researched models and protocols for forensic

interviewing. Procedures used in forensic interviews should be consistent with nationally recognized models of forensic interviewing.

The forensic interview should adhere to professionally accepted protocols and methods. The following are protocol guidelines for planning and conducting the investigative forensic interview.

2. Coordination of Multi-Disciplinary Team Members:

- a. DCFS /law enforcement or first notified party shall notify the CAC immediately after learning of an alleged sexual abuse of a child or adolescent, other referred case of child or adolescent maltreatment, other referred case of a child or adolescent witness to a violent crime, or referred case of a person with an intellectual disability, cognitive impairment or developmental disability.
- b. CAC will schedule the interview of the alleged victim or witness at the first available time slot upon consultation with relevant MDT members and the family. In any case where it is deemed by the MDT that it is not possible for a forensic interview to occur, or where a child who would qualify for a forensic interview by statute but is not referred or does not elect to participate, the Children's Advocacy Center will be provided the contact information for the alleged victim and parent, guardian, or caregiver supportive of the allegation to ensure a trauma-informed response with follow-up services from the CAC.
- c. For children who are Youth in Care under DCFS, CAC staff will complete a designated DCFS notification form and submit via fax (312-814-4128) to DCFS prior to the forensic interview.
- d. CAC will ensure all necessary agencies are notified and that assigned or designated personnel are available for the scheduled interview. The relevant MDT should make every possible effort to be present for the actual forensic interview.

3. Forensic Interviewer Qualifications:

Forensic interviewers can include appropriately trained and qualified investigative interviewers from the Children's Advocacy Center or from the MDT.

All forensic interviewers must meet the minimum training requirements set forth by the Cook County Protocol and National Children's Alliance (NCA) standards. Each case is individually evaluated, and the most appropriate available interviewer is selected to conduct the interview by the MDT. Consideration is given to gender, culture, religion, age, disabilities, other needs, and requests from the client and/or family..

The forensic interviewer should have demonstrated knowledge in subjects related to conducting forensic investigative interviews.

- The continuum of questions and how to use the continuum to maximize reliable information in investigative interviewing;
- Child and adolescent development;
- Any special needs affecting the alleged victim's ability to participate in the interview process;
- Potential impact of abuse on the alleged victim's emotional state and/or mental health;
- CI Impact of culture on the interview process;
- The criminal code and ANCRA.

4. Forensic Interview Location:

Forensic interviews should be conducted on-site at a Children's Advocacy Center (CAC). Each CAC is maintained in a manner that is convenient, accessible, as well as physically and psychologically safe, for families, children, and MDT members. Each CAC will provide age-appropriate and culturally diverse toys that are childproofed, cleaned, and sanitized to be as safe as possible. In certain situations, other settings can be used for the forensic interview and can include a quiet, comfortable room at a police station or child protection office. The decision to conduct a forensic interview off-site should be made in collaboration with other MDT members.

While clients are receiving services at the CAC, they will be within sight or hearing distance at all times by CAC staff, MDT members and/or volunteers. Each CAC has separate and private area(s) available for confidential case consultations, discussions, meetings, interviews, as well as for clients awaiting services.

5. Forensic Interview Process:

The number of interviews should be kept at a minimum and should avoid duplicate questioning. Whenever possible the alleged victim should be interviewed collaboratively, that is, with all or most of the investigative team members present, either in person or virtually-for the interview. No written consent is required for participation in the forensic interview or the recording of the forensic interview.

The MDT should meet in person or virtually prior to the interview to share known information about the alleged victim and to determine what additional information, if any, might assist the forensic interviewer in conducting a thorough and objective interview of the alleged victim. In addition, a member of the MDT staff should meet with an available parent or caregiver in order to identify any previously unidentified special needs and to gain the parent/caretaker's input on the child's ability to participate in the interview.

During the interview, the forensic interview should begin with open-ended questions that allow the alleged victim to communicate details in his/her own words. The forensic interviewer should use a recognized structured interview format that allows for the alleged victim to make corrections, specifications, and clarifications. The forensic interviewer should ensure that observers have input.

Typically, only one forensic interview should be conducted; however, an extended forensic interview or multiple forensic interviews may be conducted upon agreement of the MDT. Factors that may result in multi-session interviews include, but are not limited to the following:

1. Inability to complete an interview
2. Need for additional information
3. Newly discovered information

4. When dealing with cognitive challenges, linguistic challenges, symptoms of complex trauma, young children (ages 3-6), reluctant children, allegations of multiple victimizations and/or with multiple offenders

Prior notice of the forensic interview of any DCFS youth in care should be given to the DCFS Guardianship Administrator by the Children's Advocacy Center by means of an agreed form.

6. Translation of Forensic Interviews:

Children's Advocacy Centers will ensure that provisions are made by working collaboratively with the MDT members for non-English speaking, deaf, or hard of hearing alleged victims and their family members throughout the investigation, intervention, and case management process. The MDT will arrange for interpreters for other languages, Sign Language, services for the blind and communication devices.

For alleged victims whose primary language is not English, every effort should be made to identify a forensic interviewer who can conduct the forensic interview in the alleged victim's primary language. When an alleged victim is interviewed in a language other than English, provisions should be made for simultaneous translation of the interview into English for the multi-disciplinary team.

In those situations where there is not an available forensic interviewer fluent in the alleged victim's primary language, the MDT should make prior arrangements for a certified interpreter fluent in the alleged victim's language to provide simultaneous translation during the forensic interview.

7. Forensic Interview Attendees:

In jointly investigated cases, both DCFS and law enforcement shall make every attempt to be present in person or virtually for the forensic interview. In the event an MDT member is not present in person or virtually for the forensic interview, they should review the summary electronic recording of the forensic interview and contact the forensic interviewer directly for additional information. Any further questioning of the child or adolescent

15

should be limited to follow-up questions and should not duplicate the forensic interview.

The forensic interview with the child or adolescent should be done outside the presence of the child/adolescent's parent or guardian. Exceptions to this include forensic interviews with children who are unable to adequately separate from the parent or guardian after attempts have been made to help the child separate.

In addition, to protect the child's privacy and to protect the integrity of the investigative process, observers for a collaborative forensic interview are to be limited to the MDT. Other requests for observation of a forensic interview should be reviewed and approved by the MDT.

8. Forensic Interview Aids:

The goal of the Forensic Interview is to have the alleged victim verbally describe his/her experience, but consideration should be given to the fact that every alleged victim is different and their ability to communicate varies. When deemed necessary, interview aids may be used to assist the alleged victim with their description and clarification of the alleged abuse.

9. Introduction of Evidence in the Forensic Interview Process:

Evidence may be presented to an alleged victim during the course of a forensic interview, after collaborative review with the MDT, in a manner that supports the child's cognitive and developmental levels. Any evidence used in the forensic interview must be labeled with an identifying mark that is stated during the forensic interview, and that evidence will be given to the law enforcement agency to be inventoried according to law enforcement protocol. For interviews involving only DCFS and no law enforcement agency, DCFS will take custody and store any interview aids used in the interview by the child. If law enforcement subsequently becomes involved in the investigation, the interview aids should be turned over to law enforcement and inventoried pursuant to their protocol.

D. Documentation of the Interview:

1. Electronic Recording Criteria:

All forensic interviews conducted at a CAC will be electronically recorded unless:

The recording is prevented by circumstances out of the control of the CAC in which case the exception will be documented. These exceptions may include reasons such as equipment failure or equipment not available.

2. Electronic Recording Procedures and Distribution:

- a. Electronically recorded forensic interviews shall take place in an interview room designated and equipped for that purpose at the CAC.
- b. A single, trained forensic interviewer or investigator will conduct the forensic interview. CAC staff will operate the digital recording equipment.
- c. Only MDT members may observe the interview in the room designated for that purpose.
- d. Subsequent to the electronically recorded forensic interview, the forensic interviewer or interviewing investigator may prepare a single summary report of the interview including but not limited to:
 1. Identifying numbers (SCR, RD, LE, CAC)
 2. Name and date of birth of the child
 3. Date/time/location of interview
 4. Name of interviewer
 5. Names of all parties present in observation room
 6. Brief summary of interview facts
- e. MDT members may prepare their own reports at the conclusion of the post interview conference, and in accordance with their agencies' procedures.
- f. Upon completion forensic interview, a recording of the forensic interview will be made available by the CAC forensic interviewer and tendered to the appropriate law enforcement agency. This may be done

17

on a physical storage device, or through a secure digital sharing platform. The representative of the law enforcement agency will sign or electronically acknowledgment receipt of the recording, which will include the date and time of the receipt of the recording and the name of the law enforcement agency receiving the recording. For forensic interviews conducted at facilities where there is a cloud-based storage system, law enforcement may elect to not receive the recording.

- g. Law enforcement agencies will follow all statutory requirements as well as their respective departmental procedures for tagging, logging and storing of the recorded forensic interview, including any piece of evidence created during the forensic interview. The integrity and confidentiality of all recordings produced will be preserved and protected in the same manner as any other piece of evidence obtained in investigations. The recorded forensic interview will not be copied, duplicated, or digitally shared by any law enforcement agency or their representatives without documented consent of the CCSAO. "Digitally shared" here refers to transfer of a digital file over a secure file sharing network or a secure video conferencing platform.
- h. Once a case is criminally charged, the recording shall be transferred, physically or digitally, to the CCSAO in accordance with each law enforcement's internal policies for the transfer of evidence.
- i. Transcription will be the responsibility of the investigating agency or DCFS or the CCSAO on forensic interviews conducted in language other than English.
- j. A physical or digital copy of the forensic interview may be provided to DCFS upon request for use in administrative hearings and appeals. DCFS will request a copy of the necessary recording through the CCSAO located at the Chicago CAC. This copy may not be duplicated, may not be turned over to any other person or agency, and, if delivered as a physical copy, must be returned to CCSAO upon completion of hearing and appeal process. DCFS is permitted to conduct a video conferencing viewing of the forensic interview if conducted on a secure video conferencing site with opposing counsel on an administrative hearing or appeal if an in-person viewing cannot be conducted. DCFS is required to acknowledge receipt of the DVD, in writing, and the signed

acknowledgement is retained by the CCSAO. The CCSAO shall maintain a log of all ordered/shared copies of the DVD's or digital files.

- k. The recording of the forensic interview shall not otherwise be copied, or digitally shared, except as provided in this protocol and the recording otherwise be distributed absent court order.
- l. No partner agency waives standing or any rights to object to the dissemination of a recorded forensic interview other than as outlined by this protocol.
- m. An electronic recording of a forensic interview or a transcription of a forensic interview is confidential and exempt from public inspection and copying under Section 7-5 Freedom of Information Act and may only be viewed by a court, attorneys, investigators, or experts for the purpose of judicial and administrative hearings and shall not be disseminated except pursuant to a court's protective order.

3. Digital Recording Equipment and Use:

Digital Recording Equipment will be utilized for purposes of the digital recording of the forensic interviews.

- a. The digital recording will begin just prior to the alleged victim or witness being brought into the interview room.
- b. Prior to the alleged victim entering the room, the forensic interviewer will state the name and date of birth of the alleged victim, as well as the date, time, and case number.
- c. The digital recording will not terminate until the forensic interview is complete and the alleged victim has left the room.
- d. The digital recording will continue to run should the forensic interviewer leave the room to consult with observing MDT members.
- e. The digital recording will continue to run during any and all breaks taken by the alleged victim or the forensic interviewer.

- f. At the conclusion of the interview, the forensic interviewer will indicate the time and stop the digital recording.

4. Storing, Sequestration and Viewing:

- a. Law Enforcement shall set apart a designated safe and secure site for storage of all physical or digital recordings, unless the recording is stored on a cloud-based recording system.
- b. Recordings must be made available to the CCSAO during the review of charges, or abuse and neglect petitions, by the CCSAO.
- c. A recording may be viewed by parties to pending litigation with their attorneys and investigators and experts for the purpose of judicial and administrative hearings upon the proper execution of a protective order pursuant to 55 ILCS 80/4-5.
- d. Access to the recording of the forensic interview, any transcription thereof, or the substance of any portion thereof will be granted in accordance with 105 ILCS 5/2285. Other requests for access to the forensic interview may be granted only when the petitioner has first signed an agreement in writing that the petitioner has received and read a copy of the protective order, that the petitioner submits to the Court's jurisdiction with respect to the protective order, and that the petitioner will be subject to the court's contempt powers for any violation of the protective order.
- e. Unless otherwise provided by order of court, or other provisions of this protocol, no additional copies of the recording or any portion of the recording shall be made without prior court order.

5. Multi-Session Interviews:

In the event that any MDT member determines that a subsequent forensic interview of an alleged victim is necessary, and after consulting with other MDT members, a second digital recording of that subsequent forensic interview will also be electronically recorded in accordance with the aforementioned procedures.

6. Off-Site Forensic Interviews-Using a Mobile Recording Kit:

- a. In those situations requiring off-site forensic interviewing, the investigative agency may conduct the forensic interview upon agreement of the MDT members.
- b. The alleged victim shall be brought to the CAC at the earliest possible date to electronically record the forensic interview.
- c. In those instances where the alleged victim cannot be brought to the CAC, an electronically recorded forensic interview shall be conducted using a Mobile Recording Kit.
- d. Audio/electronic recorded forensic interviews shall also be kept by law enforcement following the same storing and sequestration as DVD's.

7. Emergency Situations:

In the event of an emergency situation such as a pandemic or other catastrophe where close contact in an interview room between the interviewer and the child or adolescent is not possible due to circumstances beyond the control of the CAC or due to other considerations such as health or safety concerns, each CAC will devise an emergency plan for the conducting of forensic interviews. Such plans may include the use of digital recording platforms to capture the interview and allow for the use of multiple rooms or locations and space for the conducting of interviews. As each CAC is configured differently and may have differing responses to the emergency situation, each CAC should develop a plan which will accurately document each child or adolescent's interview in a secure digital format and if a digital format is not possible due to the emergency situation, the multidisciplinary team should convene to address the situation and document the steps taken in the emergency.

8. The criteria and process for the use of tele-forensic interviews as necessary will be decided via MDT agreement.
9. Post Forensic Interview Considerations:

Upon completion of the forensic interview, the multidisciplinary team should re-convene for an informal discussion either in person or virtually. The MDT may include an advocate or case manager. The advocate or case manager may participate in the post forensic interview meeting. At the meeting, law enforcement may discuss future investigative plans. The Department of Children and Family Services may discuss child protection needs and safety concerns. Additionally, any medical needs, mental health and social service needs of the alleged victim or family should be discussed by the MDT. The need for additional medical evaluation should be revisited with a qualified medical provider when additional information has been identified during the forensic interview or whenever there are questions about a previously conducted medical evaluation. If any member of the MDT was unable to be present for the forensic interview, the missing MDT member should arrange with the MDT to view the forensic interview recording at the earliest possible time.

Should additional allegations be disclosed during the forensic interview not related to the allegation being investigated, the MDT will designate a MDT representative to make a DCFS hotline call to report the additional allegations on behalf of the MDT.

All decisions for extended forensic interviews and/or subsequent forensic interviews will be made collaboratively by the MDT. Any MDT member may request consideration for an extended forensic interview and/or subsequent forensic interview. Once a request is made, MDT members will discuss the request and collaboratively determine if any additional forensic interviews are necessary. Consideration will be based on the Cook County Protocol, relevant research, supported practice, and MDT member input. All cases will be evaluated on a case-by-case basis, with consideration given to the needs of the alleged victim and family. The MDT will consider the allegation, age, disabilities, culture, religion, and relevant investigative information.

10. Information Sharing and Confidentiality Considerations

Receipt of prompt and accurate information regarding medical, mental health and other psychosocial information is often critical to the child protective service and law enforcement investigations. In addition to its use in investigation, this information may be critical to planning for and

providing follow-up services. A variety of federal and state laws govern the release of this sensitive information. Within the parameters of the law and/or the child (12 years and older) and/or family's informed consent, all MDT participants should share all relevant information with partner agencies in a prompt and timely manner during the investigation and at case review.

V. *Medical Care*

A medical evaluation holds an important place in the multidisciplinary assessment of child sexual abuse and/or maltreatment. The purpose of the medical exam is to:

1. Help ensure the health and safety of the alleged victim.
2. Identify and document evidence of sexual abuse and/or maltreatment.
3. Diagnose, document and address and treat medical conditions resulting from the abuse, including but not limited to sexually transmitted infections and pregnancy.
4. Differentiate medical findings that are indicative of abuse from those which might be explained by other medical conditions.
5. Diagnose, document and address medical conditions unrelated to abuse.
6. Assess the alleged victim for any developmental, emotional, or behavioral problems needing further evaluation and treatment and make referrals as necessary.
7. Reassure and educate the patient and family.

All alleged victims who are suspected victims of child sexual abuse and/or maltreatment are entitled to receive the appropriate level of medical care regardless of the ability to pay and should be assessed to determine the need for a medical evaluation.

Medical exams by qualified medical providers should be offered to all victims of sexual abuse and/or referred cases of maltreatment. A specialized, comprehensive medical exam by a child abuse pediatrician or qualified medical provider with expertise in child sexual abuse is recommended for all children or adolescents reporting allegations of penetration, including penile, digital, oral or object of anus, genitals or mouth; or penetration of or contact with the rectum, mouth

or genitals of a named perpetrator. Alleged victims with allegations of sexual conduct/fondling over clothes should be considered for medical care on a case-by-case basis by the team in consultation with a qualified medical provider as appropriate, or by request by parent or guardian.

To ensure children and adolescents have access to specialized medical care, each CAC in Cook County will maintain linkage agreements with qualified medical providers who meet one or more of the following criteria:

- Child Abuse Pediatrics Sub-board certification or eligibility;
- Child Abuse Fellowship training program active participant;
- Physicians and advanced practice providers with documentation of at least 16 hours of formal medical training in the medical evaluation of child sexual abuse;
- Sexual Assault Nurse Examiners (SANE's) without advanced practitioner training should have a minimum of 40 hours of coursework specific to the medical evaluation of child sexual abuse followed by a competency-based clinical preceptorship with an experienced provider in a clinical setting, where the SANE can demonstrate competency in performing exams.

In addition, qualified medical providers must participate in on-going professional development and peer review. This should include (at minimum):

- Ongoing education in the field of child abuse consisting of a minimum of 8 hours per every 2 years of CEU/CME credits, or teaching experience in the area of child abuse that is approved to provide CEU or CME activity also qualifies for ongoing education credit;
- Ongoing peer review;
- Medical providers conducting child abuse evaluations must submit findings that are deemed abnormal or diagnostic of trauma for review by an advanced medical consultant and the medical provider must establish a method to track de-identified case information as part of their QI process.

The linkage agreement with the medical provider should include (at minimum):

- Who from the MDT will make referrals to the provider;
- A plan for sharing of information from the medical exam.

The timing and provider of the exam should be chosen so that a skilled, comprehensive evaluation is conducted, all injuries and/or physical findings are documented, and biological trace materials are preserved. Documentation of the exam should be HIPAA compliant and include any medical findings, photography and/or body charts when appropriate. The medical provider should, whenever appropriate, obtain separate medical histories from the alleged victim and accompanying guardian.

In most cases of child sexual abuse, the disclosure occurs weeks to months after the last episode. Therefore, the medical evaluation of the alleged victim is rarely an emergency. Reasons for an emergent referral to an approved pediatric healthcare facility may include:

1. History of sexual contact or contact with an alleged offender in the past 7 days.
2. Possibility of pregnancy or emergency contraception eligibility in a child or adolescent.
3. Vaginal or penile discharge or the possibility of a sexually transmitted infection and need for post exposure prophylaxis of sexually transmitted infection(s) including HIV.
4. Evidence or complaint of acute ano-genital injury, pain or bleeding.
5. Evidence or complaint of extra-genital trauma.
6. The child is experiencing significant behavioral or emotional problems and needs an evaluation for possible suicidal ideation/plan.

If a qualified medical provider from an approved pediatric healthcare facility determines that no medical or forensic emergency exists, the child should be referred to a child abuse pediatrician or medical provider with expertise in child sexual abuse.

When the examination is non-emergent, a comprehensive medical evaluation may be scheduled in coordination with the investigative process.

Coordination with the MDT is important both in reducing duplicative interviewing and duplicative medical exams as well as in utilizing information from the medical evaluation to assure appropriate diagnosis, follow-up treatment and referrals.

All members of the MDT must be trained in, and familiar with, the purpose and nature of the medical evaluation. MDT members should also be able to educate clients and/or non-offending caregivers regarding the medical evaluation. Educating members of the MDT regarding the medical examination is accomplished through periodic protocol trainings provided by each CAC as well as in case review meetings.

Medical findings may be shared with the MDT as confidentiality permits with appropriate consent. Medical examination findings and reports are provided to DCFS and law enforcement as permitted by law and statute regarding child abuse investigations. A record of the agency representative requesting and receiving medical information should be maintained by the provider or health system releasing the information.

VI. Support Services

Victim Advocacy

Victim support and advocacy services are routinely made available to all Children's Advocacy Center clients and their non-offending family members as part of the multi-disciplinary team response. These services may be provided by the staff of the Children's Advocacy Centers or through linkage agreements with other appropriate agencies or providers.

Victim support and advocacy services are provided by designated, trained individuals at the Children's Advocacy Center or other appropriate agencies or providers. Victim advocates will have a minimum of 24 hours of instruction, including, but not limited to:

1. Dynamics of child abuse
2. Trauma-informed services
3. Crisis assessment and intervention
4. Risk assessment and safety planning
5. Professional ethics and boundaries
6. Understanding the coordinated multidisciplinary response

7. Understanding, explaining, and affording of victim's legal rights
8. Court education, support, and accompaniment
9. Knowledge of available community and legal resources, referral methods and assistance with access to treatment and other services, including protective orders, housing, public assistance, domestic violence intervention, transportation, financial assistance, and interpreters, among others as determined for individual clients
10. Cultural responsiveness and addressing implicit bias in service delivery
11. Caregiver resilience
12. Domestic violence/family violence/children's exposure to domestic violence and poly-victimization

Victim support and advocacy may include but is not limited to:

- Crisis assessment and intervention, risk assessment and safety planning, and support for children and family members at all stages of investigation and prosecution
- Assessment of individual needs, cultural considerations for child/family, and help to ensure those needs are being addressed in concert with the MDT and other service providers
- Presence at the CAC during the forensic interview in order to participate in information sharing with other MDT members, inform and support the family regarding the coordinated, multidisciplinary response, and assess needs of children and nonoffending caregivers
- Provision of education and assistance in ensuring access to victim's rights and crime victim's compensation
- Engagement with the child and family to help them understand the investigation/prosecution process and help ensure understanding of crime victims' rights
- Participation in case review to communicate and discuss the unique needs of the child and family and associated services planning; and help ensure the coordination of identified services and that the child and family's concerns are heard and addressed
- attendance and/or coordination of interviews
- greeting and orientation of children to the CAC
- provision of education about the coordinated, multidisciplinary response
- providing updates to the family on case status, continuances, dispositions, sentencing, offender release from custody

27

- assessment of the child's/family's attitudes and feelings about participation in the investigation/prosecution
- provision of court education/support/accompaniment
- providing tours of the courthouse/courtroom
- securing transportation to interviews, court, treatment and other case-related meetings
- assistance in procuring concrete services (housing, protective orders, domestic violence intervention, food, crime victims' compensation, transportation, public assistance etc.)
- Provision of referrals trauma-focused, evidence-supported mental health and specialized medical treatment, if not provided at the CAC.

These support and advocacy services are provided for alleged victims of abuse and their non-offending family members after the initial referral to the Children's Advocacy Center and on an on-going basis as needed until the case is closed by the Children's Advocacy Center.

Mental Health

As noted in Section I, the role of the mental health professional is to provide mental health evaluation and trauma-focused intervention for alleged victims of abuse and non-offending family members. Referrals and linkages to mental health services will be provided by the MDT through the Children's Advocacy Center advocate, CPS (DCFS) professional, or other designated MDT member. All alleged victims of abuse will be offered referrals for mental health services.

Mental health services are provided by professionals with pediatric experience and child abuse expertise, as demonstrated by at least one of the following criteria:

1. Masters prepared in a related mental health field.
2. Student intern in an accredited graduate program who meet requirement #4 (below) and are supervised by a licensed mental health professional.
3. Licensed/certified or supervised by a licensed mental health professional.

4. A training plan for 40 contact hours of specialized, trauma focused mental health training, clinical consultation, clinical supervision, peer supervision, or mentoring within the first 6 months of association.
5. Every 2 years clinicians must demonstrate completion in the field of child abuse, trauma, clinical practice, and/or cultural applications consisting of a minimum of 8 contact hours.

Specialized trauma-focused mental health services include:

1. Crisis intervention services;
2. Evidence-based, trauma-specific assessment including full trauma history;
3. Use of standardized measures initially and periodically to monitor trauma symptom reduction;
4. Child and family/caregiver engagement in treatment;
5. Individualized treatment plan that is periodically re-assessed;
6. Individualized evidence-informed treatment appropriate for the child and family members;
7. Referral to other community services as needed;
8. Clinical supervision;

Mental health services must be available and accessible to alleged victims and non-offending family members regardless of their ability to pay. A mental health professional will participate in the MDT case review process so that victim's treatment needs can be assessed, and the victim's mental health can be monitored and taken into account as the MDT makes decisions. It should be noted that mental health treatment is a separate process from the forensic investigation of allegations of child abuse.

The mental health professional will attend and actively participate in case review. While sharing information with the MDT and protecting the client's right to confidentiality, the mental health professional must follow all relevant legal and ethical practices in accordance with state and federal laws regarding the release of confidential client information during case review meetings. Additionally, the mental health professional will act as a clinical consultant to the MDT regarding child trauma and evidence-based treatment.

VI. Case Review

Case Review is a formal process by which the MDT convenes to monitor and assess its independent and collective effectiveness so to ensure the safety and well-being of families while ensuring mutual accountability and helps to assure that children's and families' needs are met sensitively, effectively, and in a timely manner. Case review allows for the sharing of the experience and expertise of MDT members, mutual support, and allows for coordinated services and informed decision-making. Case Reviews are coordinated by a case review facilitator and/or coordinator at each Children's Advocacy Center in Cook County and should include participation by all disciplines on the team. While the specific procedures for case review may vary at each Child Advocacy Center, each center should have a monthly case review meeting that includes representatives of all six disciplines on the team and the local CAC (Prosecution, Law Enforcement, DCFS, Victim Advocacy, Mental Health, Medical, and Children's Advocacy Center). Each CAC will determine its own policy and procedure for case selection criteria and process for developing a case review agenda, as well as designating a case review facilitator and/or coordinator.

Case review processes should include the following:

1. Review of forensic interview outcomes
2. Discussion, planning, and monitoring of the progress of the investigation
3. Review of medical evaluation findings
4. Discussion of child protection and other safety issues
5. Input for prosecution and sentencing decisions
6. Discussion of emotional support and treatment needs of children and family members and strategies for meeting those needs
7. Assessment of the family's reaction and response to the child's disclosure and involvement in the criminal justice and/or child protection systems
8. Review of criminal and civil (dependency) case updates and ongoing involvement with the child and family as well as disposition
9. Provision for court education and court support and accompaniment
10. Discussion of issues of cultural relevance and needs unique to individual children and families, including issues pertaining to access to services
11. Ensuring that all children and families are afforded the legal rights and comprehensive services to which they are entitled

12. Discussion of how the CAC and MDT intervention is impacting the child and their family, including positive changes and challenges
13. Child well-being and outcomes, as available

This meeting may be held either in-person, via a virtual platform or a hybrid version of both. Notice of the type of meeting will be communicated to all disciplines on the team by the designated case review facilitator and/or coordinator at each center. Each Children's Advocacy Center in Cook County should include a set of criteria to be used to determine what cases should be reviewed at the meeting, including a process for MDT members to add cases to the agenda, and how information from the review will be shared with the team. The facilitator/coordinator at each CAC will determine a procedure for addressing all follow up recommendations stemming from case review.

VIII. Case Tracking

Case Tracking is the mechanism by which case progress for all aspects of the case are monitored and tracked, and by which victim and case information is collected. Case Tracking is completed by the local Children's Advocacy Center, and by a designated individual(s) at each center. Information on Case Tracking is made available to all other team members upon request. Case tracking will continue by the local Children's Advocacy Center until a final disposition of the case is determined. Each CAC will share aggregate data with MDT partners.

While the specific system is different at each center, minimum information collected should include:

1. Demographic information on alleged victims served, including; age, race, gender, and town of residence
2. Demographic information about the alleged offender
3. Type(s) of alleged abuse
4. Relationship of alleged offender to child
5. Case outcomes or status updates from involved MDT partners
6. Referrals for mental health and/or medical services

IX. Evaluation Process

The Cook County Child Advocacy Board shall evaluate the implementation and effectiveness of the protocol on an annual basis. If needed, the Advisory Board

will propose any and all appropriate modifications to the existing protocol to maximize its effectiveness. The Protocol needs to be reviewed annually and submitted to the Children's Advocacy Centers of Illinois and DCFS.

X. Dispute Resolution

In the spirit of multi-disciplinary teamwork, MDT members should maintain openness to feedback from each MDT member involved with each case. To this end, it is recommended that MDT members be open to discussion and feedback during and following investigations.

It is understood that from time to time there may be disagreements among MDT members that cannot be resolved in the normal course of case discussion. In this event the following procedures are recommended:

- Grievances about the conduct of an individual MDT member that cannot be resolved between MDT members should be directed to the supervisor of the specific agency or program.
- Grievances from MDT members about another agency's case disposition should be directed to the supervisor of the specific agency with which there is a disagreement as soon as possible after the disposition is made. It is important to notify the MDT member of the grievance and then proceed with accessing the internal grievance procedures of that agency.

XI. Disclaimer

All participating agencies and Board members are committed to this protocol and have demonstrated such commitment by entering into interagency agreements signed by authorized representatives of all partner agencies. This protocol contains the Cook County model for its multidisciplinary response to child abuse prevention.

This Protocol is intended to be a set of guidelines to assist in creating, facilitating and maintaining mutual cooperation and teamwork among all participating agencies. It is not intended by any of the participating agencies to be a contract with any of the other participating agencies or any other persons or entities, nor to be the basis for the assumption of any legal obligation or liability.

The Board members and participating agencies recognize that certain cases and situations may call for procedures or actions which differ from the guidelines set out in this Protocol. The members of this Board agree that when such situations arise, all participating agencies will continue to cooperate and collaborate on a course of action or procedures that may differ from this Protocol but will ultimately facilitate the goals and objectives as expressed in this Protocol.


Chicago Children's Advocacy Center
Children's Advocacy Center of North & Northwest Cook County
Proviso Children's Advocacy Center
All Our Children's Advocacy Center of Southwest Cook County
La Rabida Children's Advocacy Center
Cook County State's Attorney's Office
Illinois Department of Children and Family Services
Chicago Police Department Suburban Cook County Law Enforcement
Representatives

Revised September 20, 2023

Attested to by:



Char Rivette, Chief Executive Officer
Chicago Children's Advocacy Center

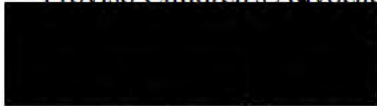


Melanie Pignotti, Executive Director
Children's Advocacy Center of North and Northwest Cook County



Sherri Lau, Executive Director

Proviso Children's Advocacy Center



Daniel Butts, Executive Director
All Our Children's Advocacy Center



Kimberly M. Foxx, Cook County State's Attorney
Cook County State's Attorney's Office



Michael Kuruvilla, Deputy Chief of Police
Brookfield Police Department



Paul Morache, Commander
Park Forest Police Department



Richard Labarbera, Detective
Mt. Prospect Police Department



Emily Siffermann, MD



Amy Apostal, Executive Director
La Rabida Children's Advocacy Center



James Davis, Commander
Cook County Sheriff's Office



Jarrold Smith, Commander-Youth Investigations Division
Chicago Police Department

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING, APPROVING, AND RATIFYING AN INVOICE FROM RESTORE CONSTRUCTION FOR DEMOLITION 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 building located at the address commonly known as 5931 W. 16th Street, Cicero, Illinois (the “Building”) recently suffered severe structural damage relating to a fire; and

WHEREAS, as a result of the foregoing, it was determined that the Building was unsafe, hazardous, and presented an immediate danger to the public, and the Building Department directed the demolition of the Building as soon as possible; and

WHEREAS, Restore Construction, Inc. d/b/a Restore Disaster Restoration Experts (“Restore”) offered to demolish the Building for the Town in a reliable and expeditious manner; and

WHEREAS, to ensure the safety of the individuals residing in and visiting the Town, Restore was authorized to complete the demolition of the Building in a safe and efficient manner; and

WHEREAS, Restore has completed the demolition and removal of the Building and has performed other work in relation to the demolition of the Building (collectively, the “Services”); and

WHEREAS, Restore has provided the Town President (the “President”) and the Board of Trustees of the Town (the “Town Board” and with the President, the “Corporate Authorities”) with an invoice (the “Invoice”), attached hereto and incorporated herein as Exhibit A; and

WHEREAS, based on the foregoing, the Corporate Authorities find that it is in the best interests of the Town and its residents to ratify the performance of the Services and authorize the payment of the Invoice in accordance with its terms; and

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

**ARTICLE I.
IN GENERAL**

Section 1.0 Findings.

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

Section 2.0 Purpose.

The purpose of this Resolution is to ratify the performance of the Services, authorize the payment of the Invoice, ratify any and all steps taken to ensure that the Building was demolished in a safe and efficient manner, and to further authorize the President to take any and all steps necessary to effectuate the intent of this Resolution.

**ARTICLE II.
RATIFICATION; AUTHORIZATION**

Section 3.0 Ratification; Authorization.

That the Town Board hereby ratifies the performance of the Services and any and all steps taken to ensure that the Building was demolished in a safe and expeditious manner, which includes the performance of the Services. The Town Board hereby authorizes the payment of the Invoice in accordance with its terms. The Town Board authorizes the President or his designee to execute any and all 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 that may be necessary to carry out and effectuate the purpose of this Resolution. The Town Clerk is also authorized and directed to affix the Seal of the Town to such documentation as is deemed necessary. To the extent that any requirement of bidding would be applicable to the Services sought hereunder, the same is hereby waived.

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

Section 4.0 Headings.

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

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

Section 5.0 Severability.

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

Section 6.0 Superseder.

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

Section 7.0 Publication.

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

Section 8.0 Effective Date.

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

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

ADOPTED this _____ day of _____, 2024, 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 _____, 2024

 LARRY DOMINICK
 PRESIDENT

ATTEST:

 MARIA-PUNZO-ARIAS
 TOWN CLERK

EXHIBIT A



Town of Cicero
Building Department
4949 West Cermak Road · Cicero, IL 60804 · 708.656.3600

To: Maria Punzo-Arias/Clerk's Office & Attorney Jessica Fese

From: Terry Higgins

Date: 2/27/2024

Re: [REDACTED]

The Building Department is seeking legislation for approval of payment regarding demolition of privately owned property for an emergency fire that occurred on December 1, 2023. There were no other quotes for this emergency demolition. Please see the attached invoice from Restore Disaster Restoration Experts #1243, dated 2/1/2024. The total amount due is \$221,774.75.

Thank you for your attention to this request,

[REDACTED]

Building Commissioner/Designee

2/28/24
Date

R/RESTORE

Disaster Restoration Experts

2035 N. 15th Ave.
 Melrose Park, IL 60160
 Phone: (847) 455-3000
 Fax: (847) 455-2330

Date: 2/1/2024

<p>BILL TO:</p> <p>Town of Cicero 4949 W. Cermak Rd. Cicero, IL 60804</p>	<p>SHIP TO:</p> <div style="background-color: black; width: 100px; height: 30px; margin: 10px auto;"></div>
--	--

Invoice # 1243

PAYMENT TERMS

Job # 7501-22-0582-TMP

Due on receipt

DESCRIPTION	QUANTITY	AMOUNT	TOTAL
Demolish Builing	1.00	\$211,774.75	\$211,774.75

TOTAL DUE	\$211,774.75
------------------	---------------------

*Make all checks payable to Restore Construction.
 Thank you for your business!*

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING, APPROVING, AND RATIFYING AN INVOICE FROM ROBERT R. ANDREAS & SONS, INC. 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 building located at the address commonly known as 5931 W. 16th Street, Cicero, Illinois (the “Building”) recently suffered severe structural damage relating to a fire; and

WHEREAS, as a result of the foregoing, it was determined that the Building was unsafe, hazardous, and presented an immediate danger to the public, and the Building Department directed the demolition of the Building as soon as possible; and

WHEREAS, Robert R. Andreas & Sons, Inc. (“Andreas”) offered to remove the asphalt and perform concrete work near the Building which was part of the demolition related work (the “Services”); and

WHEREAS, to ensure the safety of the individuals residing in and visiting the Town, Andreas was authorized to complete Services in a safe and efficient manner; and

WHEREAS, Andreas has provided the Town President (the “President”) and the Board of Trustees of the Town (the “Town Board” and with the President, the “Corporate Authorities”) with an invoice (the “Invoice”), attached hereto and incorporated herein as Exhibit A; and

WHEREAS, based on the foregoing, the Corporate Authorities find that it is in the best interests of the Town and its residents to ratify the performance of the Services and authorize the payment of the Invoice in accordance with its terms; and

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

**ARTICLE I.
IN GENERAL**

Section 1.0 Findings.

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

Section 2.0 Purpose.

The purpose of this Resolution is to ratify the performance of the Services, authorize the payment of the Invoice, ratify any and all steps taken to ensure that the Building was demolished in a safe and efficient manner and all related concrete work was performed, and to further authorize the President to take any and all steps necessary to effectuate the intent of this Resolution.

**ARTICLE II.
RATIFICATION; AUTHORIZATION**

Section 3.0 Ratification; Authorization.

That the Town Board hereby ratifies the performance of the Services and any and all steps taken to ensure that the Building was demolished in a safe and expeditious manner and that related concrete work was performed, which includes the performance of the Services. The Town Board hereby authorizes the payment of the Invoice in accordance with its terms. The Town Board authorizes the President or his designee to execute any and all 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 that may be necessary to carry out and effectuate the purpose of this Resolution. The Town Clerk is also authorized and directed to affix the Seal of the Town to such documentation as is deemed necessary. To the extent that any requirement of bidding would be applicable to the Services sought hereunder, the same is hereby waived.

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

Section 4.0 Headings.

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

Section 5.0 Severability.

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

Section 6.0 Superseder.

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

Section 7.0 Publication.

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

Section 8.0 Effective Date.

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

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

ADOPTED this _____ day of _____, 2024, 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 _____, 2024

LARRY DOMINICK
PRESIDENT

ATTEST:

MARIA-PUNZO-ARIAS
TOWN CLERK

EXHIBIT A



Town of Cicero
Building Department
4949 West Cermak Road · Cicero, IL 60804 · 708.656.3600

To: Maria Punzo-Arias/Clerk's Office & Attorney Jessica Fese

From: Terry Higgins

Date: 2/27/2024

Re: [REDACTED]

The Building Department is seeking legislation for approval of payment for the concrete work done at the above property. The asphalt parking lot was removed and replaced with concrete after the emergency demolition of the fire damaged structure. This is a privately owned property and no other quotes were obtained for this work due to the emergency demolition that was needed due to the fire that took place on December 1, 2023. Please see the attached invoice from Robert R. Andreas & Sons, Inc. #02212024-02, dated 2/21/2024. The total amount due is \$18,985.00.

Thank you for your attention to this request,

[REDACTED]

Building Commissioner/Designee

2/28/24
Date

Robert R. Andreas & Sons, Inc. General Contractors

February 21, 2024

Town of Cicero
Water Department
Attn: Lido Manetti
Attn: Dave Mavrinac
4949 West Cermak Road
Cicero, Illinois 60804

INVOICE 02212024-02

Job Location - [REDACTED]
We furnished all labor, equipment, and material to saw cut the street at the 5931 West 16th street 24' x 27' to remove the asphalt and replace with concrete.

Amount Due.....\$18,985.00

Thank you for choosing Robert R. Andreas & Sons, Inc.

Sincerely,

Byron G. Andreas
President
Robert R. Andreas & Sons, Inc.



RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AND APPROVING A CERTAIN AGREEMENT FOR COURTSMART 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 protecting the safety of individuals visiting, residing in, and working in the Town; and

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

WHEREAS, the Department currently uses CourtSmart software for criminal law training and review (the “Software”); and

WHEREAS, Law Enforcement Training LLC (the “Vendor”) has provided the Town with a service agreement (the “Agreement”) for the Software, which is attached

hereto and incorporated herein as Exhibit A; and

WHEREAS, the Department has the necessary funds in its budget to purchase the Software in accordance with the terms of the Agreement; and

WHEREAS, in connection with the foregoing, the Corporate Authorities have determined that it is necessary and in the best interests of the Town and its residents to enter into the Agreement with the Vendor for the Software; 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 authorize the President, or his designee, to enter into and approve the Agreement with the Vendor, 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 the President, or his designee, to execute the Agreement, with such insertions, omissions, and changes as shall be approved by the President and the Attorney, including any necessary, additional agreements or documents associated with the Agreement. 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 Software contained within the Agreement 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.

ADOPTED this _____ day of _____, 2024, 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 _____, 2024

 LARRY DOMINICK
 PRESIDENT

ATTEST:

 MARIA PUNZO-ARIAS
 TOWN CLERK

EXHIBIT A



CourtSmart
By Law Enforcement Training LLC

This Contract is made this between Law Enforcement Training LLC and Cicero Police Department as of signature date signed below.

Law Enforcement Training LLC ("Provider"), located at:
537 Quinlan Court
Dekalb, IL 60115

Cicero Police Department ("Client"), located at:
4901 West Cermak Rd.
Cicero, IL 60804

1. TERM OF CONTRACT:

This contract will be in effect for a Three year term, commencing on May 1, 2024, and concluding on May 1, 2026.

2. SERVICE PROVISION:

The Provider agrees to offer the following services to the Client's law enforcement officers during the term of this contract:

- a. Monthly CourtSmart Articles
- b. Answers to officers' questions
- c. Illinois Officer Legal Source eBooks
- d. Video Archive
- e. Department management

3. PAYMENT TERMS:

The Client agrees to pay the Provider at a rate of \$5,000 per year for the entire department. Payment terms and schedules will be net 30 days from annual invoice received.

4. DISCLAIMER:

All information derived from Law Enforcement Training LLC is not intended to be legal advice. Clients should not consider it as such. Rules may be interpreted differently by different attorneys and may change at a moment's notice. Engaging with Law Enforcement Training LLC does not create a lawyer-client relationship. The Client must always check with a competent attorney before proceeding to act on any information or situation encountered. Any and all information provided by Law Enforcement Training LLC is not a substitute for legal advice, which must come instead from the Client's attorney. Detrimental reliance on the materials provided by Law Enforcement Training LLC cannot be claimed.

5. BREACH OF CONTRACT:

In the event of any breach of the terms of this contract by either party, the non-breaching party shall have the right to pursue any legal remedies available to them under the law.

6. GOVERNING LAW:

This contract shall be governed by and interpreted in accordance with the laws of the State of Illinois.

7. ENTIRE AGREEMENT:

This contract contains the entire agreement between the parties and supersedes all prior negotiations, understandings, and agreements between the parties.

8. AMENDMENT:

Any changes, modifications, revisions, or amendments to this contract must be in writing and signed by both parties.

9. SIGNATORY AUTHORITY:

Both parties, by their respective signatures below, represent that they have full authority to execute this contract.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date first above written.

Name

Seth Coelen

Position

Director of Online Services

2024-02-16



RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE PURCHASE OF GOODS AND SERVICES FROM 4IMPRINT 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”) recognize the need for a third party to create and provide promotional items to give away to residents at Town events (the “Goods and Services”); and

WHEREAS, the Town has utilized 4imprint (the “Vendor”), an online vendor, to provide the Goods and Services in the past; and

WHEREAS, the Department of Special Events (the “Department”), in conjunction with other Town Departments, desires to purchase certain Goods and Services from the Vendor during the remainder of calendar year 2024; and

WHEREAS, the Corporate Authorities have determined that it is in the best interests of the Town and its residents to authorize the expenditure of not more than Ninety Thousand U.S. Dollars (\$90,000.00) for the Goods and Services from the Vendor during the remainder of calendar year 2024; and

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

**ARTICLE I.
IN GENERAL**

Section 1.0 Findings.

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

Section 2.0 Purpose.

The purpose of this Resolution is to authorize the expenditure of not more than Ninety Thousand U.S. Dollars (\$90,000.00) for the Goods and Services from the Vendor during the remainder of calendar year 2024 and to ratify any steps taken to effectuate those goals.

**ARTICLE II.
AUTHORIZATION**

Section 3.0 Authorization.

The Town Board hereby authorizes the expenditure of not more than Ninety Thousand U.S. Dollars (\$90,000.00) for the Goods and Services from the Vendor during the remainder of calendar year 2024 and to ratify any and all previous action taken to effectuate the intent of this Resolution. The Town Clerk is hereby authorized and directed

to attest to and countersign any documentation as may be necessary to carry out and effectuate the purpose of this Resolution. The Town Clerk is also authorized and directed to affix the Seal of the Town to such documentation as is deemed necessary. To the extent that any competitive bidding requirement would be applicable to the Goods and Services described herein, the same is hereby waived.

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

Section 4.0 Headings.

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

Section 5.0 Severability.

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

Section 6.0 Superseder.

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

Section 7.0 Publication.

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

Section 8.0 Effective Date.

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

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

ADOPTED this _____ day of _____, 2024 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 _____, 2024

LARRY DOMINICK
PRESIDENT

ATTEST:

MARIA PUNZO-ARIAS
TOWN CLERK

Memo

To: President Dominick and the Board of Trustees

From: Patricia Salerno, Special Events

Re: 4 Imprint

Date: February 22, 2024

The office of Special Events would like to request a resolution for 4 Imprint. We use them for our giveaway orders. Depending on the year we order anywhere from \$20,000-\$90,000 in supplies. We would like to have a resolution to maintain our needs with the company and orders in a timely matter and be within the Town of Cicero's requirements for ordering. WE ask that a resolution is created for the Special Events Department not to exceed \$90,000 this year in orders from 4Imprint.

Thank you for your consideration

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE TOWN PRESIDENT TO ENTER INTO CERTAIN AGREEMENTS WITH ENTERTAINMENT MANAGEMENT GROUP TO PROVIDE SERVICES TO THE TOWN OF CICERO, COUNTY OF COOK, STATE OF ILLINOIS.

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

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

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

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

WHEREAS, with the foregoing in mind, the Corporate Authorities determined that it was in the best interests of the Town and its residents to support the 2024 Cicero Fest and the 2024 Houby Days Festivals (together, the “Festivals”); and

WHEREAS, in connection with the Festivals, the Town will provide certain activities including, without limitation, musical concerts; and

WHEREAS, Murray Weiner d/b/a Entertainment Management Group (“EMG”) has provided the Town with two (2) agreements (the “Agreements”), attached hereto and incorporated herein as Group Exhibit A, which set forth the terms, covenants and conditions under which EMG will provide logistical supervision of the musical concerts for the Festivals; 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 Agreements; and

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

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

**ARTICLE I.
IN GENERAL**

Section 1.0 Findings.

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

Section 2.0 Purpose.

The purpose of this Resolution is to authorize the President or his designee to enter into and approve the Agreements whereby EMG will provide logistical supervision of the musical concerts for the Festivals in accordance with the terms of the Agreements, to

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

**ARTICLE II.
AUTHORIZATION**

Section 3.0 Authorization.

The Town Board hereby authorizes and directs the President or his designee to enter into and approve the Agreements in accordance with their 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 Agreements, with such insertions, omissions, and changes as shall be approved by the President and the Attorney. The Town Board further authorizes the President or his designee to execute any and all additional documentation that may be necessary to carry out the intent of this Resolution. The Town Clerk is hereby authorized and directed to attest to and countersign any documentation as may be necessary to carry out and effectuate the purpose of this Resolution. The Town Clerk is also authorized and directed to affix the Seal of the Town to such documentation as is deemed necessary. To the extent that any requirement of bidding would be applicable to the logistical supervision of the musical concerts for the Festivals described herein, the same is hereby waived.

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

Section 4.0 Headings.

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

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

Section 5.0 Severability.

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

Section 6.0 Superseder.

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

Section 7.0 Publication.

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

Section 8.0 Effective Date.

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

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

ADOPTED this _____ day of _____, 2024, 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 _____, 2024

 LARRY DOMINICK
 PRESIDENT

ATTEST:

 MARIA PUNZO-ARIAS
 TOWN CLERK

GROUP EXHIBIT A



Professional Services Agreement made this date 1/30/2024 between **Murray Weiner DBA Entertainment Management Group**, a sole proprietorship, (hereinafter referred to as **AGENT**) and **The Town of Cicero, Illinois** (hereinafter referred to as **PURCHASER**)

The **PURCHASER** hereby engages the **AGENT** to perform the duties and services set forth in Item #4, upon all of the terms and conditions herein set forth. The budget and payment for such services and duties shall be **\$30,500** (see item #7).

Please Initial _____

1. EVENT: 2024 Cicero Fest Please Initial _____

2. DATES OF ENGAGEMENT: 7/11/2024-7/14/2024 **RAIN OR SHINE** Please Initial _____

3. PLACE OF ENGAGEMENT: 5410 W. 34th Street, Cicero, IL Please Initial _____

4. DUTIES and SERVICES: From the budget, **AGENT** will provide, to the **PURCHASER**, logistical supervision of the above referenced event, solely related to the musical concert portion of the event. Duties will include meeting or communicating with Town of Cicero staff as necessary, contacting the bands (or representatives) listed under item #5, negotiation of band contracts, contracting the bands on behalf of the **PURCHASER**, scheduling of band load-ins and load-outs, on-site monitoring of sound, lighting, and staging personnel, rental of dressing room facilities. Nothing contained herein shall be construed as authority for **AGENT** to bind the **PURCHASER** to any contractual obligations not set forth herein and **AGENT** shall not hold himself out to any third party as having such authority. Additionally, **AGENT** will disburse all performance fees, event management fees and agent/manager commissions. The parties agree and acknowledge that the payments set forth in item #7 shall be **PURCHASER'S** only payment obligations and any additional expenditures, including expenditures in excess of the budgeted-for amounts, if any, shall be the sole responsibility of **AGENT**. The foregoing shall include, but not be limited to, any expenditures necessary for **AGENT** to comply with provisions of the riders or other agreements entered into between **AGENT** and the bands.

Please Initial _____

5. With **PURCHASER** approval and acceptance of the special provisions listed under item #6, **AGENT**, on behalf of the **PURCHASER**, shall contract for the services of the following listed bands: **iPop, Soul Sacrifice, HiFi Superstar, The Disco Circus, Rosie & The Rivets, Generation, One Of The Boyzz, Ultra Beat, Fuze Band, Everett Dean & The Lonesome Hearts, Eliminator, Hello Weekend**

Please Initial _____

6. SPECIAL PROVISIONS: Please Initial _____

{a} If engagements are canceled on the day of the scheduled performances due to inclement weather, bands will receive full compensation.

{b} To be provided by **PURCHASER**: (1) stage with roof system, sound wings, digital front of house mixing console, digital monitor console, covered monitor mix site and covered house mix site, full sound system and lighting rig to meet all bands' specs, technicians, backstage sound communications, any necessary generators and electrician, water, and soft drinks.

{c} This contract cannot be canceled unless mutually agreed upon by both parties.

{d} FORCE MAJEURE: If any band's performance(s) is rendered impossible, hazardous, or is otherwise prevented or impaired due to Acts of God, riots, strikes, labor difficulties, epidemics, any act or order of any public authority, and/or any other cause or event, similar or dissimilar, beyond the **AGENT'S** control, then **AGENT'S** obligation with respect to the affected performance(s)/service(s) shall be excused and **AGENT** shall have no liability to **PURCHASER** in connection therewith; provided however that the foregoing shall not excuse **AGENT'S** obligation hereunder to pay a band(s) performance fees if due and owing pursuant to the terms of this agreement. If band is present and able to perform and show is canceled, for any reason, **PURCHASER** shall be liable for total compensation for all services. Notwithstanding anything to the contrary contained herein, in the event of the cancellation of any performance and/or the event, **AGENT** will take commercially reasonable efforts to secure alternate performances for the affected band(s) for the dates of engagement set forth herein and, in the event the band(s) secures such alternate performance, said band's(s') booking fees shall be refunded to the **PURCHASER** by **AGENT**.

(e) In the event that a band (i) fails to make itself present and prepared to perform on the day of the scheduled performance and at the designated time; (ii) fails to perform for the agreed upon duration, or a reasonably close approximation thereof; or (iii) otherwise materially varies from the agreed upon parameters of its performance, then **PURCHASER** shall be entitled to a refund of such band(s) booking fees. In the event that such a refund becomes due and owing to **PURCHASER**, under the terms of Section 6 or otherwise, **AGENT** shall issue the same to **PURCHASER** within ten (10) calendar days after the dates of engagement set forth herein.

{f} In no event shall **AGENT** be liable for any bodily injury, personal injury, or damage caused by persons altering with or tampering with stage, show props/costumes or lighting/sound equipment where such acts are outside of **AGENT's** reasonable control.

{g}. No portion of this performance shall be recorded, reproduced, or transmitted in any manner, by any means whatsoever, without the prior **WRITTEN** permission of the **AGENT**.

{h} **AGENT** shall procure and maintain their own liability insurance coverage for the dates of the engagement contained herein. or in the absence of such, shall procure and maintain liability insurance coverage under the Town of Cicero Special Events Insurance Program through Lloyds of London for the dates of the engagement contained herein.

{i} This agreement shall be governed by the laws of the State of Illinois.

{j} **AGENT** will inform all bands that no obscene language or gestures will be tolerated. **AGENT** shall defend, indemnify and hold **PURCHASER**, its present officials (whether elected or appointed), which includes the Town of Cicero's President and Board of Trustee's, and **PURCHASER'S** officers, department heads, employees, independent contractors, attorneys, engineers, agents, representatives, consultants, financial analysts, insurers and the successors, predecessors, executors, administrators, heirs, beneficiaries, legatees and assigns of such persons and entities harmless from and against any and all claims, suits, damages, liabilities, costs and expenses (whether based on breach of contract, or product liability), including reasonable counsel fees, arising out of **AGENT'S** performance of any of its obligations contained in the applicable band(s) contracts and/or this agreement.

{k} **INDEPENDENT CONTRACTOR**: All parties hereto acknowledge that they are solely acting as independent contractors and nothing herein contained shall be construed as creating a partnership, employee/employer, joint venture or any other relationship between the parties.

{l} The contract may be executed in multiple counterparts and delivery of facsimile copies or executed counterparts shall be deemed valid and effective for all purposes.

{m} The signatures below confirm that the parties have read and approved each and all of the terms and conditions set forth in this agreement and constitutes the sole, complete and binding agreement between the parties hereto. **PURCHASER**, in signing this agreement him/herself or having same signed by a representative, acknowledges his/her/their authority to do so, and hereby assumes liability for all stated amounts.

7. **PAYMENT**: All payments shall be paid by **CERTIFIED CHECK** or **CORPORATE CHECK** as follows:

PURCHASER shall pay a **\$15,250.00** Deposit to, and in the name of, **ENTERTAINMENT MANAGEMENT GROUP** not later than 3/29/2024.
Please Initial _____

PURCHASER shall pay a **\$15,250** Final Payment to, and in the name of **ENTERTAINMENT MANAGEMENT GROUP**, not later than 6/14/2024.
Please Initial _____

x _____ Date ____/____/____

PURCHASER
Town of Cicero
4949 W. Cermak
Cicero, IL

x _____ /2024

AGENT
Murray Weiner SS# _____
D/B/A Entertainment Management Group
PO Box 91766
Elk Grove Village, IL 60007



Contract made this date 1/30/2024 between **Murray Weiner DBA Entertainment Management Group**, a sole proprietorship, (hereinafter referred to as **AGENT**) and **The Town of Cicero, Illinois** (hereinafter referred to as **PURCHASER**)

The **PURCHASER** hereby engages the **AGENT** to perform the duties and services set forth in Item #4, upon all of the terms and conditions herein set forth. The budget and payment for such services and duties shall be **\$29,500** (see item #7).

Please Initial _____

1. EVENT: 2024 Houby Fest Please Initial _____

2. DATES OF ENGAGEMENT: 10/04/2024-10/06/2024 **RAIN OR SHINE** Please Initial _____

3. PLACE OF ENGAGEMENT: 5410 W. 34th Street Cicero, IL Please Initial _____

4. DUTIES and SERVICES: From the budget, **AGENT** will provide, to the **PURCHASER**, logistical supervision of the above referenced event, solely related to the musical concert portion of the event. Duties will include meeting or communicating with Town of Cicero staff as necessary, contacting the bands (or representatives) listed under item #5, negotiation of band contracts, contracting the bands on behalf of the **PURCHASER**, scheduling of band load-ins and load-outs, on-site monitoring of sound, lighting, and staging personnel, rental of dressing room facilities and stage risers. Nothing contained herein shall be construed as authority for **AGENT** to bind the **PURCHASER** to any contractual obligations not set forth herein and **AGENT** shall not hold himself out to any third party as having such authority. Additionally, **AGENT** will disburse all performance fees, event management fees and agent/manager commissions. The parties agree and acknowledge that the payments set forth in item #7 shall be **PURCHASER'S** only payment obligations and any additional expenditures, including expenditures in excess of the budgeted-for amounts, if any, shall be the sole responsibility of **AGENT**. The foregoing shall include, but not be limited to, any expenditures necessary for **AGENT** to comply with provisions of the riders or other agreements entered into between **AGENT** and the bands.

Please Initial _____

5. With **PURCHASER** approval and acceptance of the special provisions listed under item #6, **AGENT**, on behalf of the **PURCHASER**, shall contract for the services of the following listed bands: **R Gang, Hello Weekend, Everett Dean & The Lonesome Hearts, One Of The Boyzz, GooRoos, Arra, Fuze Band, Generation, iPop, 16 Candles**

Please Initial _____

6. SPECIAL PROVISIONS: Please Initial _____

{a} If engagements are canceled on the day of the scheduled performances due to inclement weather, bands will receive full compensation.

{b} To be provided by **PURCHASER**: (1) stage with roof system, sound wings, digital front of house mixing console, digital monitor console, covered monitor mix site and covered house mix site, full sound system and lighting rig to meet all bands' specs, technicians, backstage sound communications, any necessary generators and electrician, water, and soft drinks.

{c} This contract cannot be canceled unless mutually agreed upon by both parties.

{d} FORCE MAJEURE: If any band's performance(s) is rendered impossible, hazardous, or is otherwise prevented or impaired due to Acts of God, riots, strikes, labor difficulties, epidemics, any act or order of any public authority, and/or any other cause or event, similar or dissimilar, beyond the **AGENT'S** control, then **AGENT'S** obligation with respect to the affected performance(s)/service(s) shall be excused and **AGENT** shall have no liability to **PURCHASER** in connection therewith; provided however that the foregoing shall not excuse **AGENT'S** obligation hereunder to pay a band(s) performance fees if due and owing pursuant to the terms of this agreement. If band is present and able to perform and show is canceled, for any reason, **PURCHASER** shall be liable for total compensation for all services. Notwithstanding anything to the contrary contained herein, in the event of the cancellation of any performance and/or the event, **AGENT** will take commercially reasonable efforts to secure alternate performances for the affected band(s) for the dates of engagement set forth herein and, in the event the band(s) secures such alternate performance, said band's(s') booking fees shall be refunded to the **PURCHASER** by **AGENT**.

(e) In the event that a band (i) fails to make itself present and prepared to perform on the day of the scheduled performance and at the designated time; (ii) fails to perform for the agreed upon duration, or a reasonably close approximation thereof; or (iii) otherwise materially varies from the agreed upon parameters of its performance, then PURCHASER shall be entitled to a refund of such band(s) booking fees. In the event that such a refund becomes due and owing to PURCHASER, under the terms of Section 6 or otherwise, AGENT shall issue the same to PURCHASER within ten (10) calendar days after the dates of engagement set forth herein.

{f} In no event shall AGENT be liable for any bodily injury, personal injury, or damage caused by persons altering with or tampering with stage, show props/costumes or lighting/sound equipment where such acts are outside of AGENT's reasonable control.

{g}. No portion of this performance shall be recorded, reproduced, or transmitted in any manner, by any means whatsoever, without the prior **WRITTEN** permission of the **AGENT**.

{h} **AGENT** shall procure and maintain their own commercial liability insurance coverage for the dates of the engagement contained herein. or in the absence of such, shall procure and maintain liability insurance coverage under the Town of Cicero Special Events Insurance Program through Lloyds of London for the dates of the engagement contained herein.

{i} This agreement shall be governed by the laws of the State of Illinois.

{j} . **AGENT** will inform all bands that no obscene language or gestures will be tolerated. **AGENT** shall defend, indemnify and hold **PURCHASER**, its present officials (whether elected or appointed), which includes the Town of Cicero's President and Board of Trustee's, and **PURCHASER'S** officers, department heads, employees, independent contractors, attorneys, engineers, agents, representatives, consultants, financial analysts, insurers and the successors, predecessors, executors, administrators, heirs, beneficiaries, legatees and assigns of such persons and entities harmless from and against any and all claims, suits, damages, liabilities, costs and expenses (whether based on breach of contract, or product liability), including reasonable counsel fees, arising out of **AGENT'S** performance of any of its obligations contained in the applicable band(s) contracts and/or this agreement.

{k} **INDEPENDENT CONTRACTOR**: All parties hereto acknowledge that they are solely acting as independent contractors and nothing herein contained shall be construed as creating a partnership, employee/employer, joint venture or any other relationship between the parties.

{l} The contract may be executed in multiple counterparts and delivery of facsimile copies or executed counterparts shall be deemed valid and effective for all purposes.

{m} The signatures below confirm that the parties have read and approved each and all of the terms and conditions set forth in this agreement and constitutes the sole, complete and binding agreement between the parties hereto. **PURCHASER**, in signing this agreement him/herself or having same signed by a representative, acknowledges his/her/their authority to do so, and hereby assumes liability for all stated amounts.

7. **PAYMENT**: All payments shall be paid by **CERTIFIED CHECK** or **CORPORATE CHECK** as follows:

PURCHASER shall pay a **\$14,750** Deposit to, and in the name of, **ENTERTAINMENT MANAGEMENT GROUP** not later than 5/03/2024.
Please Initial _____

PURCHASER shall pay a **\$14,750** Final Payment to, and in the name of **ENTERTAINMENT MANAGEMENT GROUP**, not later than 9/13/2024.
Please Initial _____

x _____ Date ____/____/____
PURCHASER
Town of Cicero
4949 W. Cermak
Cicero, IL

_____ 1/30/2024
x-----
AGENT
Murray Weiner SS# _____
DBA Entertainment Management Group
PO Box 91766
Elk Grove Village, IL 60007

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE TOWN PRESIDENT TO ENTER INTO A CERTAIN AGREEMENT WITH KLANDESTINO ENTERTAINMENT, INC. TO PROVIDE SERVICES TO THE TOWN OF CICERO, COUNTY OF COOK, STATE OF ILLINOIS.

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

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

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

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

WHEREAS, with the foregoing in mind, the Town has constructed numerous parks and festival grounds, which provide venues for outdoor events and festivities to be held within the Town; and

WHEREAS, the Corporate Authorities have determined that it is in the best interests of the Town and its residents to accomplish the foregoing goals by conducting four (4) festivals in 2024 (the “Festivals”); and

WHEREAS, the Town recognizes the need for a third party to provide musical artist engagement services, a second stage, lighting, and sound equipment for the Festivals (collectively, the “Services”); and

WHEREAS, Klandestino Entertainment, Inc. (“Klandestino”) has provided the Corporate Authorities with an agreement (the “Agreement”), attached hereto and incorporated herein as Exhibit A, which sets forth the terms, covenants, and conditions under which Klandestino will provide the Services to the Town; and

WHEREAS, the Corporate Authorities have determined that it is in the best interests of the Town and its residents to approve, execute, and enter into agreements 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 authorize, enter into, and approve the Agreement, whereby Klandestino will provide the Services to the Town and to further authorize the President, or his designee, to take all steps necessary to carry out the terms of the Agreement and to ratify any steps taken to effectuate that goal.

**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 taken to effectuate the intent of this Resolution. The Town Board authorizes and directs the President, or his designee, to execute the Agreement, with such insertions, omissions, and changes as shall be approved by the President and the Attorney, and the Town Board further authorizes the President, or his designee, to execute any and all additional documentation that may be necessary to carry out the intent of this Resolution. The Town Clerk is hereby authorized and directed to attest to and countersign 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. To the extent that any requirement of bidding would be applicable to the Services described herein, the same is hereby waived.

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

Section 4.0 Headings.

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

Section 5.0 Severability.

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

Section 6.0 Superseder.

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

Section 7.0 Publication.

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

Section 8.0 Effective Date.

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

ADOPTED this _____ day of _____, 2024, 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 _____, 2024

LARRY DOMINICK
PRESIDENT

ATTEST:

MARIA PUNZO-ARIAS
TOWN CLERK

EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (this “Agreement”) made and entered into on the Effective Date (as defined below) by and between Klandestino Entertainment, Inc. an Illinois corporation (“KLANDESTINO”) and the Town of Cicero, Illinois, an Illinois municipal corporation, (the “Town”) (together, KLANDESTINO and the Town may, for convenience, be referred to as the “Parties” and each individually as a “Party”).

W I T N E S S E T H:

WHEREAS, the Town is committed to promoting various cultures and traditions, recognizing accomplishments of the Town, its residents and local entities and providing safe and family-friendly activities for individuals visiting and residing in the Town; and

WHEREAS, with the foregoing in mind, the Town coordinates various Festivals and similar activities within the Town (the “Festivals”); and

WHEREAS, in connection with the Festivals, the Town will provide certain activities which require musical artists, a stage, sound and lighting equipment, and other services; and

WHEREAS, KLANDESTINO provides stage set up, sound equipment and lighting equipment on a per event basis (collectively, the “Equipment”) for Festivals; and

WHEREAS, KLANDESTINO has offered to provide the Equipment and musical artist services for four (4) Festivals (collectively, the “Services”) in 2024 (the “Events”); and

WHEREAS, the Town wishes to retain KLANDESTINO to provide the Services, and KLANDESTINO desires to be retained by the Town to provide the Services for the Events; and

WHEREAS, the Services are more fully set forth in the invoice attached hereto and incorporated herein as Group Exhibit A, which relates to Musical Artist Engagement, and Group Exhibit B, which relates to stage, lighting, and related services (the “Invoices”); and

WHEREAS, the Parties have determined that it is in the best interests of the Parties to enter into this Agreement and the Parties desire to enter into this Agreement to set forth the respective obligations and rights of each Party in regard to the Events within the Town;

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

1. **Recitals.** The recitals set forth above are full, true, and correct and are hereby incorporated into this Agreement as if fully restated herein.

2. **KLANDESTINO Services.** KLANDESTINO shall provide the Services, which shall include (1) providing Music Artist Engagement Services as set forth in Group Exhibit A and (2) provision of the Equipment and related services as set forth in Group Exhibit B.
3. **Location and Approval of Equipment.** The Services shall be conducted as directed by Town staff.
4. **Town Services.** The Town shall prepare all locations in advance of KLANDESTINO's performance of the Services.
5. **Nature of Services.** KLANDESTINO shall perform diligently and to the best of its talents, skills and expertise, all of the Services that are required to be performed under this Agreement and shall devote, or be available to devote, such time to the performance of these duties as may be necessary. KLANDESTINO shall not delegate the performance of any of the Services to any other person, firm or corporation without the prior written consent of the Town, which consent the Town may grant or withhold in its sole and absolute discretion.
6. **Term.** Except as otherwise set forth herein, this Agreement shall commence on the Effective Date and shall terminate after the final Event has concluded (the "Term"). In the event of the Town's early termination of this Agreement, the duties and obligations by and between the Parties as set forth herein shall be deemed null and void and shall have no further effect. The Agreement shall not automatically renew for future years.
7. **Remuneration and Costs.** For and in consideration of KLANDESTINO providing the Services to the Town, the Town shall pay KLANDESTINO not more than Sixty Thousand U.S. Dollars (\$60,000.00) during the Term for Musical Artist Engagement Services and not more than Forty-Four Thousand U.S. Dollars (\$44,000.00) during the Term for Equipment and related services . KLANDESTINO shall invoice the Town per Event. In the event that KLANDESTINO's Services during the Term exceed the amounts set forth per event in Group Exhibit A and/or Group Exhibit B, KLANDESTINO shall be required to submit a written change order to the Town, which shall require written approval by Town staff.
8. **Limitation of Liability.** KLANDESTINO shall operate its equipment in a first-class manner and take every effort to prevent damage. KLANDESTINO shall not be held liable in case of railroad accident or delay, strikes, fire, flood, tornado, epidemic, acts of terrorism or any unforeseen occurrence over which KLANDESTINO has no control.
9. **Indemnification of the Town.** To the fullest extent permitted by law, KLANDESTINO shall indemnify, defend and hold the Town, its past and present officials (whether elected or appointed), trustees, employees, directors, agents, officers, representatives, attorneys, contractors, successors or predecessors and any other party in any way related to the Town, harmless from and against any and all claims, losses, demands, liabilities, penalties, liens, encumbrances, obligations, causes of action, costs and expenses (including reasonable attorneys' fees and court costs), deaths, injuries and damages

(whether actual or punitive), whether known or unknown, suspected or unsuspected, contingent or actual, liquidated or unliquidated, that occurred or are alleged to have occurred in whole or in part in connection with the Services, the intentional, willful or negligent acts or omissions of KLANDESTINO or the KLANDESTINO Parties (as defined below), the Event or this Agreement. This Section shall be interpreted as broadly as possible under state and federal law.

10. **Insurance.** KLANDESTINO shall maintain, at its sole cost and expense, general liability and property damage insurance with limits of at least One Million and No/100 U.S. Dollars (\$1,000,000.00), workers' compensation insurance with limits equal to or greater than the Illinois statutory amount, and any other insurance policy deemed necessary by the Town, during the Term of this Agreement. Upon execution of this Agreement, KLANDESTINO shall provide the Town with certificates of insurance identifying the Town as an "Additional Insured." Said certificates of insurance shall read "ADDITIONAL INSURED: The Town of Cicero, Illinois, its officials, trustees, executives, employees, consultants, attorneys, agents, volunteers, and representatives shall be primary and non-contributory Additional Insureds with respect to the general liability, auto liability, and umbrella coverages specified above." If at any time during this Agreement, any insurance policy required by this Agreement changes or is cancelled, KLANDESTINO shall immediately notify the Town by telephone and in writing. Failure to maintain insurance coverage as required by this Section or to notify the Town as described in this Section shall constitute a material breach of this Agreement.
11. **Remedies.** In addition to any and all other rights a Party may have available according to law, if a Party defaults by failing to substantially perform any provision, term or condition of this Agreement (including, without limitation, the failure to make a monetary payment when due), the other Party may terminate the Agreement by providing written notice to the defaulting Party. This notice shall describe with sufficient detail the nature of the default. The Party receiving such notice shall have ten (10) calendar days from the effective date of such notice to cure the default(s). If the defaulting Party fails to cure any breach of this Agreement within ten (10) calendar days after written notice thereof, the non-defaulting Party may, in its sole and absolute discretion, choose to pursue any remedy or legal action available to it including, but not limited to, bringing a lawsuit against the defaulting Party or terminating this Agreement.
12. **Termination by the Town.** KLANDESTINO shall serve the Town as an "at will" contractor serving at the pleasure and discretion of the Town and its Corporate Authorities. In accordance with the provisions of this Agreement and notwithstanding anything to the contrary contained herein, the Town shall have the right, in its sole and absolute discretion, to terminate this Agreement at any time, with or without cause, immediately upon notice to KLANDESTINO of the Town's intent to terminate. In the event of a termination of this Agreement or the cancellation of an Event, KLANDESTINO shall not be entitled to remuneration for Services not yet performed for the Town, unless the Event is cancelled with less than 24 hours notice ("Late Cancellation"). In the event of a Late Cancellation, the Parties shall mutually agree on a rescheduled Event date or a credit towards future services. The Town shall make

reasonable efforts to notify KLANDESTINO in a timely manner should an Event be cancelled or rescheduled.

13. **Independent Contractor.** Nothing herein shall be construed to create a partnership, joint venture or an employer-employee or agent-principal relationship between the Parties. KLANDESTINO is an independent contractor and not an agent, employee or representative of the Town or any of its related entities or departments and will not represent to be or hold itself out as an agent, employee or representative of the Town. The consideration set forth herein shall be the sole consideration due KLANDESTINO for the Services rendered hereunder. It is understood that the Town will not withhold any amounts for the payment of taxes from the compensation of KLANDESTINO hereunder and that KLANDESTINO shall retain sole responsibility for reporting its income earned hereunder for state and federal tax purposes in accordance with all applicable law. KLANDESTINO shall not have any authority to bind the Town, contractually or otherwise, or to cause the Town to incur any obligation to any third party.
14. **KLANDESTINO Covenants.** To ensure the safety of the residents of the Town, KLANDESTINO and its vendors, contractors, employees, shareholders, officers, directors, agents, invitees and any other person or entity related to KLANDESTINO in any manner (collectively, "KLANDESTINO Parties") shall be bound by the terms and conditions of this Agreement. KLANDESTINO shall ensure that at least one (1) adult, age twenty-one (21) years or older, is present at the Event at all times in which there is an Event taking place. Further, KLANDESTINO shall ensure that at least one manager, who shall be subject to the Town's approval, is present at the Event at all times in which there is an Event taking place. KLANDESTINO agrees to observe and carry out all rules and regulations that may be adopted by the Town, from time to time, in connection with the Event. KLANDESTINO represents that KLANDESTINO and the KLANDESTINO Parties shall possess all licenses, permits and certificates required by law, if any, and all qualifications necessary to carry out the Events including, without limitation all professional and/or business licenses or permits. Due to the proximity that KLANDESTINO and the KLANDESTINO Parties will have with the attendees of the Event, KLANDESTINO warrants and represents that none of the abovementioned individuals have been convicted of or charged with any sexual offense, any crime involving drugs or any crime involving violence against another person and further represents that none of the abovementioned individuals have any outstanding warrants. KLANDESTINO and the KLANDESTINO Parties shall maintain proper decorum while attending the Event, shall abide by and observe all rules and regulations established, from time to time, by the Town pertaining to the Event and shall comply with any and all applicable federal, state and local laws, statutes, ordinances, orders, rules and regulations, now or hereafter in effect, relating to the Events, and shall not permit any violation of the foregoing.

KLANDESTINO warrants and represents that it shall provide the Services and meet its obligations under this Agreement in a timely and workmanlike manner, using knowledge and recommendations for performing the Services that meet generally acceptable standards in the community and the region. KLANDESTINO warrants and represents

that neither it nor the KLANDESTINO Parties will undertake any activity so as to cause the appearance of impropriety regarding the Services.

15. **Entirety and Binding Effect.** This Agreement contains the entire Agreement between the Parties respecting the matters set forth herein and supersedes all prior agreements between the Parties hereto respecting such matters, if any. All previous communications and negotiations between the Parties, either written or oral, that are not contained herein are hereby withdrawn, nullified and void. The Parties expressly understand and acknowledge that there are no other oral or written promises, conditions, representations, understandings, warranties or terms of any kind as conditions or inducements to execute this Agreement and none have been relied upon by either Party. The provisions of this Agreement shall be binding upon the Parties and inure to the benefit of and be enforceable by and against their respective successors, personal representatives, heirs, legatees, and assigns.

16. **Notices.** Any and all notices, demands, requests, consents, approvals, communications or other instruments required or permitted to be given under this Agreement shall be in writing (unless otherwise set forth herein) and shall be executed by a Party or an officer, agent or attorney of the Party, and shall be deemed to have been duly received upon: (a) actual receipt if personally delivered and the sender received written confirmation of personal delivery; (b) receipt as indicated by the written or electronic verification of delivery when delivered by overnight courier; (c) receipt as indicated by the electronic transmission confirmation when sent via telecopy or facsimile transmission; (d) three (3) calendar days after the sender posts notice with the U.S. Post Office when sent by certified or registered mail, return receipt requested; or (e) when delivery is refused. Notice shall be sent to the addresses set forth below, or to such other address as either Party may specify in writing.

To KLANDESTINO: KLANDESTINO Entertainment

Attention: Armando Martinez
Facsimile: _____

With a copy to:

Attention: _____
Facsimile: _____

To the Town:

Cicero Town Hall
4949 West Cermak Road
Cicero, Illinois 60804
President's Office

With a copy to:

Del Galdo Law Group, LLC
1441 South Harlem Avenue
Berwyn, Illinois 60402
Attention: Michael Del Galdo
Facsimile: 708-222-7001

17. **Assignment.** This Agreement is personal in character and KLANDESTINO shall not assign, transfer or otherwise direct the transfer of its interest or any of its rights or obligations under this Agreement, as security or otherwise, without the prior written consent of the Town. No assignment, even if consented to by the Town (which consent may be granted or withheld in the Town's sole discretion) shall in any way reduce or eliminate the liability of KLANDESTINO under this Agreement.
18. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to principles of conflict of laws. All suits, actions, claims and causes of action relating to the construction, validity, performance and enforcement of this Agreement shall be brought in the state courts of Cook County.
19. **Prevailing Party.** In the event of a default and/or litigation arising out of the enforcement, breach or construction of this Agreement, the Parties hereto acknowledge and agree that the prevailing Party shall be entitled to recover all costs, charges, expenses and reasonable attorneys' fees arising as a result thereof. Prevailing Party shall mean any defendant found not liable on any and all counts and/or any plaintiff recovering on any count.
20. **Counterparts and Facsimile Transmissions.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signature affixed to this Agreement and transmitted by facsimile shall have the same effect as an original signature.
21. **Severability.** The provisions of this Agreement shall be deemed to be severable. If any term, covenant or condition of this Agreement is held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein, and the remainder of this Agreement shall continue to be valid and enforceable to the fullest extent permitted by law.
22. **Amendments and Modification.** Except as otherwise provided for herein, this Agreement may not be amended, modified or terminated, nor may any obligation hereunder be waived orally, and no such amendment, modification, termination or waiver shall be effective for any purpose unless it is in writing and bears the signatures of all of the Parties hereto.
23. **Waiver and Delay.** Except as expressly provided herein, no waiver by a Party of any

breach of this Agreement by the other Party shall be deemed to be a waiver of any other breach by such other Party (whether preceding or succeeding and whether or not of the same or similar nature), and no acceptance of payment or performance by a Party after any breach by the other Party shall be deemed to be a waiver of any breach of this Agreement or of any representation or warranty hereunder by such other Party whether or not the first Party knows of such breach at the time it accepts such payment or performance. No failure or delay by a Party to exercise any right it may have by reason of a default by the other Party shall operate as a waiver of default or as a modification of this Agreement or shall prevent the exercise of any right by the first Party while the other Party continues to be in default.

24. **Use of Headings.** The headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they pertain.
25. **Advice of Counsel and Drafter Bias.** The Parties acknowledge and agree that the terms of this Agreement are the result of on-going negotiations between the Parties, both of which are or have had the opportunity to be represented by independent legal counsel, and that this Agreement is a compilation of said negotiations. As a result, in the event that a court is asked to interpret any portion of this Agreement, neither of the Parties shall be deemed the drafter hereof and neither shall be given the benefit of such presumption as may be set out by law.
26. **Town's Non-Waiver of Immunity.** By entering into this Agreement, the Town does not waive any immunity provided by local, state or federal law including, but not limited to, the immunities provided by the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101, *et seq.*).
27. **Authority to Execute.** The Parties hereby acknowledge and agree that all required notices, meetings and hearings have been properly given and held by the Town. The Town hereby warrants and represents to KLANDESTINO that the person executing this Agreement on its behalf has been properly authorized to do so. KLANDESTINO hereby warrants and represents that KLANDESTINO has the full and complete right, power and authority to enter into this Agreement and that the person executing this Agreement on its behalf has been properly authorized to do so.
28. **Conflict.** In the event of conflict between the terms and provisions of this Agreement and the terms and provisions of the Invoice attached hereto, the terms and provisions of this Agreement shall in all instances govern, control and prevail.

[SIGNATURE PAGE FOLLOWS]

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


IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date of the later signature affixed below (the "Effective Date").

KLANDESTINO ENTERTAINMENT,
INC.

THE TOWN OF CICERO, Illinois, an
Illinois municipal corporation

Armando Martinez
Printed Name

Larry Dominick
Printed Name


Signature

Signature

President
Title

Town President
Title

03/11/2024
Date

Date

GROUP EXHIBIT A

GROUP EXHIBIT B

ARTIST ENGAGEMENT CONTRACT

AGREEMENT made this 05 day of February, 2024 between Klandestino Entertainment Inc (referred to as Seller and The Town of Cicero . Hereinafter referred to as **Purchaser**.

IT IS MUTUALLY AGREED BEWTEEN THE PARTIES AS FOLLOWS:

The **Seller** hereby engages LOCAL ARTISTS and TALENT for Second Stage (s) to perform; and the **Purchaser** Hereby agrees to the engagement hereinafter provided upon all terms and conditions herein set forth, including those thereof entitled.

Add-Terms and Conditions.

PLACE OF ENGAGEMENT Cinco de Mayo Fest 2024

EVENT ADDRESS: 34th and Laramie Ave, Cicero IL, 60804

DATE(s) OF ENGAGEMENT: Sat, May 2nd and Sunday May 5th, 2024

HOURS OF ENGAGEMENT: Sat 3:00 p.m to 10:00 pm/ Sun From 3pm to 10 pm
(schedule subject to change)

TYPE OF ENGAGEMENT: Community Festival

SPECIAL PROVISIONS: Provide adequate sound and light system. Refreshments

DETAILS: Package Fee \$15,000 (includes transportation from and to the event)

Important: 50% Deposit is required. Full payment must be done 2 weeks before the event.

ARTIST ENGAGEMENT CONTRACT

AGREEMENT made this 05 day of February, 2024 between Klandestino Entertainment Inc (referred to as **Seller** and The Town of Cicero . Hereinafter referred to as **Purchaser**.

IT IS MUTUALLY AGREED BEWTEEN THE PARTIES AS FOLLOWS:

The **Seller** hereby engages LOCAL ARTISTS and TALENT for Second Stage (s) to perform; and the **Purchaser** Hereby agrees to the engagement hereinafter provided upon all terms and conditions herein set forth, including those thereof entitled.

Add-Terms and Conditions.

PLACE OF ENGAGEMENT Cicero Fest 2024

EVENT ADDRESS: 34th and Laramie Ave, Cicero IL, 60804

DATE(s) OF ENGAGEMENT: Sat, July 13th and Sunday July 14th, 2024

HOURS OF ENGAGEMENT: Sat 3:00 p.m to 10:00 pm/ Sun From 3pm to 10 pm
(schedule subject to change)

TYPE OF ENGAGEMENT: Community Festival

SPECIAL PROVISIONS: Provide adequate sound and light system. Refreshments

DETAILS: Package Fee \$15,000 (includes transportation from and to the event)

Important: 50% deposit is required. Full payment must be done 2 weeks before the event.

ARTIST ENGAGEMENT CONTRACT

AGREEMENT made this 05 day of February, 2024 between Klandestino Entertainment Inc (referred to as **Seller** and The Town of Cicero . Hereinafter referred to as **Purchaser**.

IT IS MUTUALLY AGREED BEWTEEN THE PARTIES AS FOLLOWS:

The **Seller** hereby engages LOCAL ARTISTS and TALENT for Second Stage (s) to perform; and the **Purchaser** Hereby agrees to the engagement hereinafter provided upon all terms and conditions herein set forth, including those thereof entitled.

Add-Terms and Conditions.

PLACE OF ENGAGEMENT Mexican Ind Day Fest 2024

EVENT ADDRESS: 34th and Laramie Ave, Cicero IL, 60804

DATE(s) OF ENGAGEMENT: Sat, 14th and Sunday July 15th , 2024

HOURS OF ENGAGEMENT: Sat 3:00 p.m to 10:00 pm/ Sun From 3pm to 10 pm

TYPE OF ENGAGEMENT: Community Festival

SPECIAL PROVISIONS: Provide adequate sound and light system. Refreshments .

DETAILS: Package Fee \$15,000 (includes transportation from and to the event)

Important: 50% Deposit is required . Full payment must be done 2 weeks before the event.

ARTIST ENGAGEMENT CONTRACT

AGREEMENT made this 05 day of February, 2024 between **Klandestino Entertainment Inc** (referred to as **Seller** and **The Town of Cicero** . Hereinafter referred to as **Purchaser**.

IT IS MUTUALLY AGREED BEWTEEN THE PARTIES AS FOLLOWS:

The **Seller** hereby engages LOCAL ARTISTS and TALENT for Second Stage (s) to perform; and the **Purchaser** Hereby agrees to the engagement hereinafter provided upon all terms and conditions herein set forth, including those thereof entitled.

Add-Terms and Conditions.

PLACE OF ENGAGEMENT HOUBY Fest 2024

EVENT ADDRESS: 34th and Laramie Ave, Cicero IL, 60804

DATE(s) OF ENGAGEMENT: Sat, 14th and Sunday July 15th , 2024

HOURS OF ENGAGEMENT: Sat 3:00 p.m to 10:00 pm/ Sun From 3pm to 10 pm

TYPE OF ENGAGEMENT: Community Festival

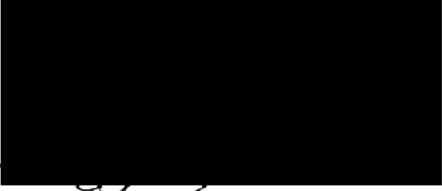
SPECIAL PROVISIONS: Provide adequate sound and light system. Refreshments

DETAILS: Package Fee \$15,000 (includes transportation from and to the event)

Important: 50% Deposit is required . Full payment must be done 2 weeks before the event.

ADDITIONAL TERMS AND CONDITIONS

NOTE: In the event of cancellation by the Seller (Klandestino Entertainment Inc) - without any legitimate condition (s) beyond his control- the Seller will reimburse the full amount to Purchaser. Any cancellation by the Purchaser (THE TOWN OF CICERO) without writing notification and any legitimate condition with a least four weeks in advance, will result in forfeit of deposit/payment. If the Town of Cicero prevail in any litigation or arbitration between the parties with respect to this contract, Performer/ Seller will pay all costs and expenses incurred by TOC in connection with the litigation or arbitration (including promotional, advertisement, accommodations and reasonable attorney's fees.)

_____	Date <u>02/05/2024</u>	 Armando Martinez/Klandestino Seller Authorized Signature
Town of Cicero Authorize Rep. Print Purchaser's Name		

SERVICE ENGAGEMENT CONTRACT

AGREEMENT made this 2nd day of February, 2024 between Klandestino Entertainment Inc (referred to as **Seller** and The Town of Cicero. Hereinafter referred to as **Purchaser**.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

The **Seller** hereby engages the production company referred as Klandestino Promotions Inc to provide the following: **Stage 16 'x 24' and Adequate and Professional Lights and Sound System for 2nd Stage;** and the **Purchaser** Hereby agrees to the engagement hereinafter provided upon all terms and conditions herein set forth, including those thereof entitled.

Add-Terms and Conditions.

PLACE OF ENGAGEMENT: CINCO DE MAYO FEST 2024

EVENT ADDRESS: 34th and Laramie Ave, Cicero IL, 60804

DATE(s) OF ENGAGEMENT: From May 2nd to May, 5th, 2024 (4 days)

DETAILS: Equipment Rental Service Fee \$11, 000.00

Note: 50% Deposit required. Full payment must be done BEFORE set up.

SERVICE ENGAGEMENT CONTRACT

AGREEMENT made this 2nd day of February, 2024 between Klandestino Entertainment Inc (referred to as **Seller** and The Town of Cicero. Hereinafter referred to as **Purchaser**.

IT IS MUTUALLY AGREED BEWTEEN THE PARTIES AS FOLLOWS:

The **Seller** hereby engages the production company referred as Klandestino Promotions Inc to provide the following: **Stage 16 'x 24' and Adequate and Professional Lights and Sound System for 2nd Stage;** and the **Purchaser** Hereby agrees to the engagement hereinafter provided upon all terms and conditions herein set forth, including those thereof entitled.

Add-Terms and Conditions.

PLACE OF ENGAGEMENT: CICERO FEST 2024

EVENT ADDRESS: 34th and Laramie Ave, Cicero IL, 60804

DATE(s) OF ENGAGEMENT: From July 11th to July 14th, 2024 (4 days)

DETAILS: Equipment Rental Service Fee \$11, 000.00

Note: 50% Deposit required. Full payment must be done BEFORE set up.

SERVICE ENGAGEMENT CONTRACT

AGREEMENT made this 2nd day of February, 2024 between Klandestino Entertainment Inc (referred to as **Seller** and The Town of Cicero. Hereinafter referred to as **Purchaser**.

IT IS MUTUALLY AGREED BEWTEEN THE PARTIES AS FOLLOWS:

The **Seller** hereby engages the production company referred as Klandestino Promotions Inc to provide the following: **Stage 16 'x 24' and Adequate and Professional Lights and Sound System for 2nd Stage;** and the **Purchaser** Hereby agrees to the engagement hereinafter provided upon all terms and conditions herein set forth, including those thereof entitled.

Add-Terms and Conditions.

PLACE OF ENGAGEMENT: MEXICAN IND DAY FEST 2024

EVENT ADDRESS: 34th and Laramie Ave, Cicero IL, 60804

DATE(s) OF ENGAGEMENT: From SEPTEMBER 12TH to SEPTEMBER 15th , 2024 (4 days)

DETAILS: Equipment Rental Service Fee \$11, 000.00

Note: 50% Deposit required. Full payment must be done BEFORE set up.

SERVICE ENGAGEMENT CONTRACT

AGREEMENT made this 2nd day of February, 2024 between Klandestino Entertainment Inc (referred to as **Seller** and The Town of Cicero . Hereinafter referred to as **Purchaser**.

IT IS MUTUALLY AGREED BEWTEEN THE PARTIES AS FOLLOWS:

The **Seller** hereby engages the production company referred as Klandestino Promotions Inc to provide the following: **Stage 16 ‘x 24’ and Adequate and Professional Lights and Sound System for 2nd Stage;** and the **Purchaser** Hereby agrees to the engagement hereinafter provided upon all terms and conditions herein set forth, including those thereof entitled.

Add-Terms and Conditions.

PLACE OF ENGAGEMENT: HOUBY FEST 2024

EVENT ADDRESS: 34th and Laramie Ave, Cicero IL, 60804

DATE(s) OF ENGAGEMENT: From October 3rd to October 6th , 2024 (4 days)

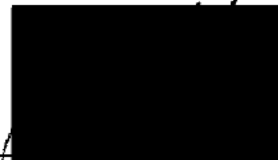
DETAILS: Equipment Rental Service Fee \$11,000.00

Note: 50% Deposit required. Full payment must be done BEFORE set up.

ADDITIONAL TERMS AND CONDITIONS

NOTE: In the event of cancellation by the Seller (Klandestino Entertainment Inc) - without any legitimate condition (s) beyond his control- the Seller will reimburse the full amount to Purchaser. Any cancellation by the Purchaser (THE TOWN OF CICERO) without writing notification and any legitimate condition with a least four weeks in advance, will result in forfeit of deposit/payment. If the Town of Cicero prevail in any litigation or arbitration between the parties with respect to this contract, Performer/ Seller will pay all costs and expenses incurred by TOC in connection with the litigation or arbitration (including promotional, advertisement, accommodations and reasonable attorney's fees.)

Date 02/02/24



Town of Cicero Authorize Rep.
Print Purchaser's Name

Armando Martinez/Klandestino
Seller Authorized Signature

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE TOWN PRESIDENT TO ENTER INTO A CERTAIN AGREEMENT WITH BRIGHT LIGHTS PRODUCTIONS INC. TO PROVIDE SERVICES TO THE TOWN OF CICERO, COUNTY OF COOK, STATE OF ILLINOIS.

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

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

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

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

WHEREAS, with the foregoing in mind, the Town has constructed numerous parks and festival grounds, which provide venues for outdoor events and festivities to be held within the Town; and

WHEREAS, the Corporate Authorities have determined that it is in the best interests of the Town and its residents to accomplish the foregoing goals by conducting certain festivals in 2024 (the “Festivals”); and

WHEREAS, the Town recognizes the need for a third party to provide a main stage, lighting, and sound equipment for two of the Festivals (the “Services”); and

WHEREAS, Bright Lights Productions Inc. (“Bright Lights”) has provided the Corporate Authorities with an agreement (the “Agreement”), attached hereto and incorporated herein as Exhibit A, which sets forth the terms, covenants, and conditions under which Bright Lights will provide the Services to the Town; and

WHEREAS, the Corporate Authorities have determined that it is in the best interests of the Town and its residents to approve, execute, and enter into agreements 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 authorize, enter into, and approve the Agreement, whereby Bright Lights will provide the Services to the Town and to further authorize the President, or his designee, to take all steps necessary to carry out the terms of the Agreement and to ratify any steps taken to effectuate that goal.

**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 taken to effectuate the intent of this Resolution. The Town Board authorizes and directs the President, or his designee, to execute the Agreement, with such insertions, omissions, and changes as shall be approved by the President and the Attorney, and the Town Board further authorizes the President, or his designee, to execute any and all additional documentation that may be necessary to carry out the intent of this Resolution. The Town Clerk is hereby authorized and directed to attest to and countersign 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. To the extent that any requirement of bidding would be applicable to the Services described herein, the same is hereby waived.

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

Section 4.0 Headings.

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

Section 5.0 Severability.

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

Section 6.0 Superseder.

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

Section 7.0 Publication.

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

Section 8.0 Effective Date.

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

ADOPTED this _____ day of _____, 2024, 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 _____, 2024

LARRY DOMINICK
PRESIDENT

ATTEST:

MARIA PUNZO-ARIAS
TOWN CLERK

EXHIBIT A



12600 Old Plank Dr.
New Lenox, IL 60451
708.421.3283

Bright Lights Production

Contract of Service

Event : Mexican Independence Fest

Contact Name: Patrica Sturdevant

Event Date: 12-15th, 2024

Location: Parking lot 34th street

Time In: September 11th, morning

Time out: September 16th, morning

Equipment:

1 Trailer stage 44'x30'

~~1~~ stair units

~~1~~ ramp

1 wing 16'x8' / with tent

1 skirt

1 trucking Labor set up and take down

Total \$8500.00

Additional Amendments or comments:

A deposit of 50% is required to book the event. The date is not held until deposit is paid.

Total amount is due at set up of event unless arrangements are made prior to event set up,

Credit card payments subject to 3.5% service charge. Terms must be set up 30 days prior to the event.

Deposits are non-refundable 1 week prior to the event. Once Bright Lights Productions arrives on sight payment is due in full for all agreed production amounts.

Labor is figured on normal set up hours. If production labor is on sight at scheduled time and must wait longer than 1 hour, overtime labor will be charged back to purchaser.

Bright lights productions is not responsible for weather or other natural events slowing set up or take down of event. If a weather event cancels the event all payments are still due in full.

No nails, screws or staples may be used on staging. Any damage to stage or equipment will be the responsibility of purchaser at current replacement cost. Tape must be removed from the stage after use.

A cleaning charge for excessive tape, mud or beverages that have been spilled on stage or equipment will be charged back to purchaser.

The purchaser is responsible for keeping all non-event people off stage. Purchaser assumes responsibility for people and performers on stage.

At the end of the event all performance props must be removed promptly to not hinder removal of stage Equipment

Trailer Stage Make sure someone is on location or stage position is clearly marked out. Once sides are lowered, there will be a \$800.00 re-hitching fee to move trailer.

Agreement to all terms and conditions

Bright Lights Productions

Dave Heniff

Purchaser

Print



12600 Old Plank Dr.
New Lenox, IL 60451
708.421.3283

Bright Lights Production

Contract of Service

Event : Cinco De Mayo

Contact Name: Patrica Sturdevant

Event Date: May 2-6, 2024

Location: Parking lot 34th street

Time In: May 2nd morning

Time out: May 6th, morning

Equipment:

1 Trailer stage 44'x30'

~~1~~ 2 stair units

~~1 ramp Dr~~

1 wing 16'x8' / with tent

1 skirt

1 trucking Labor set up and take down

Total \$8500.00

Grand total \$8500.00

Additional Amendments or comments:

A deposit of 50% is required to book the event. The date is not held until deposit is paid.

Total amount is due at set up of event unless arrangements are made prior to event set up,

Credit card payments subject to 3.5% service charge. Terms must be set up 30 days prior to the event.

Deposits are non-refundable 1 week prior to the event. Once Bright Lights Productions arrives on sight payment is due in full for all agreed production amounts.

Labor is figured on normal set up hours. If production labor is on sight at scheduled time and must wait longer than 1 hour, overtime labor will be charged back to purchaser.

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Trailer Stage Make sure someone is on location or stage position is clearly marked out. Once sides are lowered, there will be a \$800.00 re-hitching fee to move trailer.

Agreement to all terms and conditions

Bright Lights Productions

Dave Heniff

Purchaser

Print

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") made and entered into on the Effective Date (as defined below) by and between Bright Lights Productions, Inc. an Illinois corporation ("BRIGHT LIGHTS") and the Town of Cicero, Illinois, an Illinois municipal corporation, (the "Town") (together, BRIGHT LIGHTS and the Town may, for convenience, be referred to as the "Parties" and each individually as a "Party").

WITNESSETH:

WHEREAS, the Town is committed to promoting various cultures and traditions, recognizing accomplishments of the Town, its residents and local entities and providing safe and family-friendly activities for individuals visiting and residing in the Town; and

WHEREAS, with the foregoing in mind, the Town coordinates various Festivals and similar activities within the Town (the "Festivals"); and

WHEREAS, in connection with the Festivals, the Town will provide certain activities which require a stage, sound and lighting equipment, and other services; and

WHEREAS, BRIGHT LIGHTS provides stage set up, sound equipment and lighting equipment on a per event basis (collectively, the "Equipment") for Festivals; and

WHEREAS, BRIGHTLIGHTS has offered to provide the Equipment and related services for two (2) Festivals (together, the "Services") in 2024 (the "Events"); and

WHEREAS, the Town wishes to retain BRIGHT LIGHTS to provide the Services, and BRIGHT LIGHTS desires to be retained by the Town to provide the Services for the Events; and

WHEREAS, the Services are more fully set forth in the invoice attached hereto and incorporated herein as Exhibit A (the "Invoices"); and

WHEREAS, the Parties have determined that it is in the best interests of the Parties to enter into this Agreement and the Parties desire to enter into this Agreement to set forth the respective obligations and rights of each Party in regard to the Events within the Town;

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

1. **Recitals**. The recitals set forth above are full, true, and correct and are hereby incorporated into this Agreement as if fully restated herein.
2. **BRIGHT LIGHTS Services**. BRIGHTLIGHTS shall provide the Services, which shall include providing the Equipment and related services as set forth in Exhibit A.

3. **Location and Approval of Equipment.** The Services shall be conducted as directed by Town staff.
4. **Town Services.** The Town shall prepare all locations in advance of BRIGHT LIGHTS performance of the Services.
5. **Nature of Services.** BRIGHT LIGHTS shall perform diligently and to the best of its talents, skills and expertise, all of the Services that are required to be performed under this Agreement and shall devote, or be available to devote, such time to the performance of these duties as may be necessary. BRIGHT LIGHTS shall not delegate the performance of any of the Services to any other person, firm or corporation without the prior written consent of the Town, which consent the Town may grant or withhold in its sole and absolute discretion.
6. **Term.** Except as otherwise set forth herein, this Agreement shall commence on the Effective Date and shall terminate after the final Event has concluded (the "Term"). In the event of the Town's early termination of this Agreement, the duties and obligations by and between the Parties as set forth herein shall be deemed null and void and shall have no further effect. The Agreement shall not automatically renew for future years.
7. **Remuneration and Costs.** For and in consideration of BRIGHT LIGHTS providing the Services to the Town, the Town shall pay BRIGHT LIGHTS not more than Seventeen Thousand U.S. Dollars (\$17,000.00) during the Term. BRIGHT LIGHTS shall invoice the Town per Event. In the event that BRIGHT LIGHTS' Services during the Term exceed the amounts set forth per event in Exhibit A, BRIGHT LIGHTS shall be required to submit a written change order to the Town, which shall require written approval by Town staff.
8. **Limitation of Liability.** BRIGHT LIGHTS shall operate its equipment in a first-class manner and take every effort to prevent damage. BRIGHT LIGHTS shall not be held liable in case of railroad accident or delay, strikes, fire, flood, tornado, epidemic, acts of terrorism or any unforeseen occurrence over which BRIGHT LIGHTS has no control.
9. **Indemnification of the Town.** To the fullest extent permitted by law, BRIGHT LIGHTS shall indemnify, defend and hold the Town, its past and present officials (whether elected or appointed), trustees, employees, directors, agents, officers, representatives, attorneys, contractors, successors or predecessors and any other party in any way related to the Town, harmless from and against any and all claims, losses, demands, liabilities, penalties, liens, encumbrances, obligations, causes of action, costs and expenses (including reasonable attorneys' fees and court costs), deaths, injuries and damages (whether actual or punitive), whether known or unknown, suspected or unsuspected, contingent or actual, liquidated or unliquidated, that occurred or are alleged to have occurred in whole or in part in connection with the Services, the intentional, willful or negligent acts or omissions of BRIGHT LIGHTS or the BRIGHT LIGHTS Parties (as defined below), the Event or this Agreement. This Section shall be interpreted as broadly as possible under state and federal law.
10. **Insurance.** BRIGHT LIGHTS shall maintain, at its sole cost and expense, general liability and property damage insurance with limits of at least One Million and No/100 U.S. Dollars (\$1,000,000.00), workers' compensation insurance with limits equal to or greater than the

Illinois statutory amount, and any other insurance policy deemed necessary by the Town, during the Term of this Agreement. Upon execution of this Agreement, BRIGHTLIGHTS shall provide the Town with certificates of insurance identifying the Town as an "Additional Insured." Said certificates of insurance shall read "ADDITIONAL INSURED: The Town of Cicero, Illinois, its officials, trustees, executives, employees, consultants, attorneys, agents, volunteers, and representatives shall be primary and non-contributory Additional Insureds with respect to the general liability, auto liability, and umbrella coverages specified above." If at any time during this Agreement, any insurance policy required by this Agreement changes or is cancelled, BRIGHTLIGHTS shall immediately notify the Town by telephone and in writing. Failure to maintain insurance coverage as required by this Section or to notify the Town as described in this Section shall constitute a material breach of this Agreement.

11. **Remedies.** In addition to any and all other rights a Party may have available according to law, if a Party defaults by failing to substantially perform any provision, term or condition of this Agreement (including, without limitation, the failure to make a monetary payment when due), the other Party may terminate the Agreement by providing written notice to the defaulting Party. This notice shall describe with sufficient detail the nature of the default. The Party receiving such notice shall have ten (10) calendar days from the effective date of such notice to cure the default(s). If the defaulting Party fails to cure any breach of this Agreement within ten (10) calendar days after written notice thereof, the non-defaulting Party may, in its sole and absolute discretion, choose to pursue any remedy or legal action available to it including, but not limited to, bringing a lawsuit against the defaulting Party or terminating this Agreement.
12. **Termination by the Town.** BRIGHTLIGHTS shall serve the Town as an "at will" contractor serving at the pleasure and discretion of the Town and its Corporate Authorities. In accordance with the provisions of this Agreement and notwithstanding anything to the contrary contained herein, the Town shall have the right, in its sole and absolute discretion, to terminate this Agreement at any time, with or without cause, immediately upon notice to BRIGHTLIGHTS of the Town's intent to terminate. In the event of a termination of this Agreement or the cancellation of an Event, BRIGHTLIGHTS shall not be entitled to remuneration for Services not yet performed for the Town, unless the Event is cancelled with less than 24 hours notice ("Late Cancellation"). In the event of a Late Cancellation, the Parties shall mutually agree on a rescheduled Event date or a credit towards future services. The Town shall make reasonable efforts to notify BRIGHTLIGHTS in a timely manner should an Event be cancelled or rescheduled.
13. **Independent Contractor.** Nothing herein shall be construed to create a partnership, joint venture or an employer-employee or agent-principal relationship between the Parties. BRIGHTLIGHTS is an independent contractor and not an agent, employee or representative of the Town or any of its related entities or departments and will not represent to be or hold itself out as an agent, employee or representative of the Town. The consideration set forth herein shall be the sole consideration due BRIGHTLIGHTS for the Services rendered hereunder. It is understood that the Town will not withhold any amounts for the payment of taxes from the compensation of BRIGHTLIGHTS hereunder and that BRIGHTLIGHTS shall retain sole responsibility for reporting its income earned hereunder for state and federal tax purposes in accordance with all applicable law. BRIGHTLIGHTS

shall not have any authority to bind the Town, contractually or otherwise, or to cause the Town to incur any obligation to any third party.

14. **BRIGHT LIGHTS Covenants.** To ensure the safety of the residents of the Town, BRIGHT LIGHTS and its vendors, contractors, employees, shareholders, officers, directors, agents, invitees and any other person or entity related to BRIGHT LIGHTS in any manner (collectively, "BRIGHT LIGHTS Parties") shall be bound by the terms and conditions of this Agreement. BRIGHT LIGHTS shall ensure that at least one manager, who shall be subject to the Town's approval, available by phone at all times in which there is an Event taking place who can assist the Town in person in the event that any problems or issues occur related to BRIGHT LIGHTS equipment or services. BRIGHT LIGHTS agrees to observe and carry out all rules and regulations that may be adopted by the Town, from time to time, in connection with the Event. BRIGHT LIGHTS represents that BRIGHT LIGHTS and the BRIGHT LIGHTS Parties shall possess all licenses, permits and certificates required by law, if any, and all qualifications necessary to carry out the Events including, without limitation all professional and/or business licenses or permits. Due to the proximity that BRIGHT LIGHTS and the BRIGHT LIGHTS Parties will have with the attendees of the Event, BRIGHT LIGHTS warrants and represents that none of the abovementioned individuals have been convicted of or charged with any sexual offense, any crime involving drugs or any crime involving violence against another person and further represents that none of the abovementioned individuals have any outstanding warrants. BRIGHT LIGHTS and the BRIGHT LIGHTS Parties shall maintain proper decorum while attending the Event, shall abide by and observe all rules and regulations established, from time to time, by the Town pertaining to the Event and shall comply with any and all applicable federal, state and local laws, statutes, ordinances, orders, rules and regulations, now or hereafter in effect, relating to the Events, and shall not permit any violation of the foregoing.

BRIGHT LIGHTS warrants and represents that it shall provide the Services and meet its obligations under this Agreement in a timely and workmanlike manner, using knowledge and recommendations for performing the Services that meet generally acceptable standards in the community and the region. BRIGHT LIGHTS warrants and represents that neither it nor the BRIGHT LIGHTS Parties will undertake any activity so as to cause the appearance of impropriety regarding the Services.

15. **Entirety and Binding Effect.** This Agreement contains the entire Agreement between the Parties respecting the matters set forth herein and supersedes all prior agreements between the Parties hereto respecting such matters, if any. All previous communications and negotiations between the Parties, either written or oral, that are not contained herein are hereby withdrawn, nullified and void. The Parties expressly understand and acknowledge that there are no other oral or written promises, conditions, representations, understandings, warranties or terms of any kind as conditions or inducements to execute this Agreement and none have been relied upon by either Party. The provisions of this Agreement shall be binding upon the Parties and inure to the benefit of and be enforceable by and against their respective successors, personal representatives, heirs, legatees, and assigns.
16. **Notices.** Any and all notices, demands, requests, consents, approvals, communications or other instruments required or permitted to be given under this Agreement shall be in writing

(unless otherwise set forth herein) and shall be executed by a Party or an officer, agent or attorney of the Party, and shall be deemed to have been duly received upon: (a) actual receipt if personally delivered and the sender received written confirmation of personal delivery; (b) receipt as indicated by the written or electronic verification of delivery when delivered by overnight courier; (c) receipt as indicated by the electronic transmission confirmation when sent via telecopy or facsimile transmission; (d) three (3) calendar days after the sender posts notice with the U.S. Post Office when sent by certified or registered mail, return receipt requested; or (e) when delivery is refused. Notice shall be sent to the addresses set forth below, or to such other address as either Party may specify in writing.

To BRIGHT LIGHTS: BRIGHT LIGHTS PRODUCTION, INC.
 12600 Old Plank Dr.
 New Lenox, IL 60451
 Attention: _____
 Facsimile: _____

With a copy to: _____

 Attention: _____
 Facsimile: _____

To the Town: Cicero Town Hall
 4949 West Cermak Road
 Cicero, Illinois 60804
 President's Office

With a copy to: Del Galdo Law Group, LLC
 1441 South Harlem Avenue
 Berwyn, Illinois 60402
 Attention: Michael Del Galdo
 Facsimile: 708-222-7001

17. **Assignment.** This Agreement is personal in character and BRIGHT LIGHTS shall not assign, transfer or otherwise direct the transfer of its interest or any of its rights or obligations under this Agreement, as security or otherwise, without the prior written consent of the Town. No assignment, even if consented to by the Town (which consent may be granted or withheld in the Town's sole discretion) shall in any way reduce or eliminate the liability of BRIGHT LIGHTS under this Agreement.

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

19. **Prevailing Party.** In the event of a default and/or litigation arising out of the enforcement, breach or construction of this Agreement, the Parties hereto acknowledge and agree that the prevailing Party shall be entitled to recover all costs, charges, expenses and reasonable

attorneys' fees arising as a result thereof. Prevailing Party shall mean any defendant found not liable on any and all counts and/or any plaintiff recovering on any count.

20. **Counterparts and Facsimile Transmissions.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signature affixed to this Agreement and transmitted by facsimile shall have the same effect as an original signature.
21. **Severability.** The provisions of this Agreement shall be deemed to be severable. If any term, covenant or condition of this Agreement is held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein, and the remainder of this Agreement shall continue to be valid and enforceable to the fullest extent permitted by law.
22. **Amendments and Modification.** Except as otherwise provided for herein, this Agreement may not be amended, modified or terminated, nor may any obligation hereunder be waived orally, and no such amendment, modification, termination or waiver shall be effective for any purpose unless it is in writing and bears the signatures of all of the Parties hereto.
23. **Waiver and Delay.** Except as expressly provided herein, no waiver by a Party of any breach of this Agreement by the other Party shall be deemed to be a waiver of any other breach by such other Party (whether preceding or succeeding and whether or not of the same or similar nature), and no acceptance of payment or performance by a Party after any breach by the other Party shall be deemed to be a waiver of any breach of this Agreement or of any representation or warranty hereunder by such other Party whether or not the first Party knows of such breach at the time it accepts such payment or performance. No failure or delay by a Party to exercise any right it may have by reason of a default by the other Party shall operate as a waiver of default or as a modification of this Agreement or shall prevent the exercise of any right by the first Party while the other Party continues to be in default.
24. **Use of Headings.** The headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they pertain.
25. **Advice of Counsel and Drafter Bias.** The Parties acknowledge and agree that the terms of this Agreement are the result of on-going negotiations between the Parties, both of which are or have had the opportunity to be represented by independent legal counsel, and that this Agreement is a compilation of said negotiations. As a result, in the event that a court is asked to interpret any portion of this Agreement, neither of the Parties shall be deemed the drafter hereof and neither shall be given the benefit of such presumption as may be set out by law.
26. **Town's Non-Waiver of Immunity.** By entering into this Agreement, the Town does not waive any immunity provided by local, state or federal law including, but not limited to, the immunities provided by the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101, *et seq.*).

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

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date of the later signature affixed below (the "Effective Date").

BRIGHT LIGHTS PRODUCTION, INC. THE TOWN OF CICERO, Illinois, an Illinois municipal corporation

DAVE HENIFF
Printed Name

Larry Dominick
Printed Name


Signature

Signature

President
Title

Town President
Title

3/8/24
Date

Date

EXHIBIT A

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AND APPROVING THE SETTLEMENT OF LITIGATION IN THE CASE *LETICIA DARDON V. TOWN OF CICERO* FOR THE TOWN OF CICERO, COUNTY OF COOK, STATE OF ILLINOIS.

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

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

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

WHEREAS, the Town was named as a defendant (the “Defendant”) in a claim brought by Leticia Dardon (the “Plaintiff”), styled *Leticia Dardon v. The Town of Cicero*, Case No. 2020-L-006685 (the “Litigation”); and

WHEREAS, the Town does not admit any wrongdoing on its part or on the part of any of its current or former employees, officers, or officials, but the Plaintiff and the Defendant (together, the “Parties”) wish to settle these matters to avoid protracted litigation and the costs associated therewith; and

WHEREAS, in an effort to avoid further controversy, costs, legal fees, inconvenience, and any future litigation regarding any issue contained in or arising from the Litigation, the Defendant, on one hand, and the Plaintiff, on the other hand, wish to settle the Litigation, and the Town hereby authorizes the Town Attorney (the “Attorney”)

to settle the Litigation for an amount not to exceed Two Hundred Fifty Thousand and No/100 U.S. Dollars (\$250,000.00) as set forth in the settlement agreement and general release (the “Settlement Agreement”), attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Town President (the “President”) and the Board of Trustees of the Town (the “Town Board” and with the President, the “Corporate Authorities”) have determined that it is in the best interests of the Town and its residents to agree to authorize settlement of the Litigation as set forth herein; and

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

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

**ARTICLE I.
IN GENERAL**

Section 1.0 Findings.

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

Section 2.0 Purpose.

The purpose of this Resolution is to authorize the Attorney to settle the Litigation for an amount not to exceed Two Hundred Fifty Thousand and No/100 U.S. Dollars (\$250,000.00), and to further authorize the President, or his designee, to approve any such Settlement Agreement which conforms to the authorization herein granted so as to settle

the Litigation to avoid further controversy, costs, legal fees, inconvenience, and any future litigation regarding any issue contained in or arising from the Litigation, to further authorize the President, or his designee, to take all steps necessary to carry out the terms of the Settlement Agreement and to ratify any steps taken to effectuate that goal.

**ARTICLE II.
AUTHORIZATION**

Section 3.0 Authorization.

The form, terms, and provisions of the Settlement Agreement, including exhibits and attachments thereto, are hereby approved with such insertions, omissions, and changes as shall be approved and set forth by the President and the Attorney. The Town Board ratifies any and all previous action taken to effectuate the intent of this Resolution. The President, or his designee, is hereby authorized and directed to execute, and the Town Clerk is hereby authorized and directed to attest to, countersign, and affix the Seal of the Town to any and all documents that may be necessary to carry out and effectuate the purpose of this Resolution. The Town is hereby authorized and directed to remit payment in accordance with the terms of the Settlement Agreement and to take all action necessary or appropriate to effectuate the terms of the Settlement Agreement.

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

Section 4.0 Headings.

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

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

Section 5.0 Severability.

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

Section 6.0 Superseder.

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

Section 7.0 Publication.

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

Section 8.0 Effective Date.

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

ADOPTED this _____ day of _____, 2024, 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 _____, 2024

 LARRY DOMINICK
 PRESIDENT

ATTEST:

 MARIA PUNZO-ARIAS
 TOWN CLERK

EXHIBIT A

Memo

To: Board of Trustees
From: Alisha N. Chambers and Cynthia S. Grandfield
CC: Michael T. Del Galdo
Re: *Leticia Dardon v. Town of Cicero* (2020-L-6685) – Board Approval of Settlement Agreement
Date: March 1, 2024

PRIVILEGED AND CONFIDENTIAL



/s/ Alisha N. Chambers
Alisha N. Chambers

Attorney for the Town of Cicero

**SETTLEMENT AGREEMENT, GENERAL
RELEASE, AND COVENANT NOT TO SUE**

LETICIA DARDON¹ (“PLAINTIFF”) and the **TOWN OF CICERO** an Illinois municipal corporation (the “TOWN”) (collectively, PLAINTIFF and the TOWN are herein referred to as the “Parties”), voluntarily agree to completely settle and resolve all claims PLAINTIFF may have against the TOWN as of the time PLAINTIFF and PLAINTIFF’s COUNSEL execute this Settlement Agreement, General Release and Covenant Not to Sue (“Agreement”), in accordance with the terms of this Agreement, including, but not limited to, all issues related to or arising out of the allegations set forth in PLAINTIFF’s Lawsuit (defined below), as follows:

R E C I T A L S

WHEREAS, PLAINTIFF filed a lawsuit against the TOWN, generally titled *LETICIA DARDON v. TOWN OF CICERO* as Case No. 2020-L-006685 IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS, COUNTY DEPARTMENT, LAW DIVISION, regarding events pertaining to an alleged slip incident that occurred in the women’s bathroom located in the Fire Station and 911 Center, located at 5303 W. 25th Street, in the Town on or about July 21, 2019, alleging willful and wanton negligence against the TOWN (hereafter “the Lawsuit”); and

WHEREAS, the TOWN filed an answer and affirmative defenses denying all material allegations of the Lawsuit and denied and continues to deny that it has engaged in any wrongful or improper conduct and further denies that it is liable to the PLAINTIFF on any grounds; and

WHEREAS, the Parties have determined that it is in their respective best interests to resolve the disputes between them for the purpose of avoiding future controversy, costs, legal fees, inconvenience, and any future litigation regarding these matters; and

NOW, THEREFORE, for and in consideration for the provisions, covenants and mutual promises contained herein, and of other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties agree as follows:

1. Recitals. The Recitals set forth above shall be incorporated and made a part of the covenants of this Agreement.

2. Settlement Terms. In full satisfaction of any and all claims PLAINTIFF has or may have against the TOWN, the Parties hereby agree to the following terms of settlement:

- a. The TOWN OF CICERO agrees to pay the total sum of TWO HUNDRED FIFTY THOUSAND AND NO/100 USD (\$250,000.00) to PLAINTIFF provided it has received this Agreement signed and duly executed by PLAINTIFF and PLAINTIFF’s COUNSEL.

¹ Since the filing of this lawsuit, Leticia’s last name has changed to Camacho-Ellison and any such reference to this last name shall be understood to mean the Plaintiff.

Payment shall be made by check made payable to "LETICIA CAMACHO-ELLISON."

Unless otherwise directed by PLAINTIFF'S COUNSEL, Payment will be delivered to: LAW OFFICE OF DAVID J. HEYER, LTD, 212 W. WASHINGTON, SUITE 2104, CHICAGO, IL 60606 (312-372-4950).

- b. PLAINTIFF represents that no lawsuit, charge, claim or other complaint remains pending with any local, state or federal court and/or administrative agency other than the Lawsuit referenced above. In the event the TOWN receives notice that any local, state or federal court and/or administrative agency has a lawsuit, claim, charge, or other complaint pending against the TOWN by PLAINTIFF, then PLAINTIFF agrees to execute and submit such documentation as may be necessary to have such lawsuit, charge, claim or other complaint dismissed with prejudice at no cost to the TOWN.

3. Attorney Fees and Expenses. Each Party to the Lawsuit is responsible for the payment of its own attorneys' fees, costs, disbursements, expenses, or any other monies expended in connection with this matter.

4. Release and Covenant Not to Sue.

- a. To the greatest extent permitted by law, PLAINTIFF, for PLAINTIFF and PLAINTIFF's attorneys, insurers, successors, predecessors, heirs, beneficiaries, and assigns agree to release and forever discharge the TOWN from and regarding all claims they have or might have as of the time of the execution of this Agreement, whether known or unknown. By way of explanation, but not limiting its completeness, PLAINTIFF, hereby fully, finally and unconditionally releases, compromises, waives and forever discharges the TOWN from and for any and all claims, liabilities, suits, discrimination or other charges, personal injuries, demands, debts, liens, damages, costs, grievances, injuries, actions or rights of action of any nature whatsoever, known or unknown, liquidated or unliquidated, absolute or contingent, in law or in equity, which were or was or could have been filed with any federal, state, local or private court, agency, arbitrator or any other entity, based directly or indirectly upon PLAINTIFF's allegations contained in the Lawsuit, and any alleged act or omission to act by the TOWN and/or any Released Party (as defined herein below in Paragraph 4(d)), whether related or unrelated to the allegations contained in the Lawsuit, accruing prior to the execution, by PLAINTIFF, of this Agreement. PLAINTIFF further waives any right to any form of recovery, compensation or other remedy in any action brought by PLAINTIFF or on PLAINTIFF's behalf.
- b. To the greatest extent permitted by law, PLAINTIFF's COUNSEL fully, finally, and unconditionally releases, compromises, waives and forever discharges the TOWN and the Released Parties (as defined in herein below in Paragraph 4(d)) from and for any and all claims, liabilities, suits, demands, debts, liens, damages, costs, injuries, actions or rights of action of any nature whatsoever, based directly

or indirectly upon PLAINTIFF's and/or PLAINTIFF's COUNSEL's claim for fees and/or costs incurred prosecuting the Lawsuit.

- c. This Agreement includes and extinguishes all claims PLAINTIFF may have for equitable and legal relief, damages, attorneys' fees and costs. Moreover, PLAINTIFF and PLAINTIFF's COUNSEL specifically intend and agree that this Agreement fully contemplates claims for all medical and/or treaters' or related service liens and costs, if any, and hereby waive, compromise, release and discharge any and all such claims or liens which in any fashion could attach to TOWN.
- d. PLAINTIFF agrees that the release and covenant not to sue as part of this Agreement includes all claims and potential claims of PLAINTIFF against the TOWN, and all of its current, former and future elected officials, trustees, commissioners, officers, members, attorneys, counselors, representatives, administrators, affiliates, fiduciaries, insurers, employees and/or agents, including, but not limited to, any affiliated or related entities or persons, including but not limited to, partners or joint ventures, and third-party beneficiaries, and all of their predecessors, successors, heirs and assigns, and their past, present and future elected officials, commissioners, officers, members, agents, attorneys, employees, representatives, trustees, administrators, affiliates, fiduciaries and insurers, and related persons or entities, jointly and severally, in their individual, official, fiduciary and corporate capacities (collectively referred to as the "Released Parties").
- e. Nothing in this Agreement restricts the right held by PLAINTIFF, PLAINTIFF's COUNSEL or the TOWN, TOWN's counsel, or the Released Parties to enforce this Agreement and the promises set forth herein.

5. No Assignment. PLAINTIFF and PLAINTIFF's COUNSEL expressly represent and promise that neither has assigned or transferred, or purported to assign or transfer, and will not assign or otherwise transfer: (a) any claims, or portions of claims, against the TOWN, Released Parties (as defined in Paragraph 4(d)), or both; (b) any rights that either may have had to assert claims on their behalf or on behalf of others against the TOWN, Released Parties or both; and (c) any right they have or may have to the money to be paid to PLAINTIFF pursuant to this Agreement. PLAINTIFF promises that any monies, benefits or other consideration received or to be received from the TOWN are not subject to any liens, garnishments, mortgages or other charges, and no one else has any claim to any portion of the proceeds to be paid to PLAINTIFF pursuant to this Agreement.

6. Resolution of Claims. PLAINTIFF and PLAINTIFF's COUNSEL agree that this Agreement, including the payment of monies, resolves the Lawsuit which PLAINTIFF filed against the TOWN. PLAINTIFF represents and warrants that it does not have any other claims against the TOWN or the Released Parties and that no such claims are pending before any court, agency or other person or entity. The Parties agree that the sum paid pursuant to this Agreement specifically includes payment for any and all liens or claims, by whomsoever made, including but not limited to Medicare, Medicaid, the County of Cook and any of its agencies, subsidiaries and departments, the State of Illinois and any of its agencies, subsidiaries and departments (including

the Illinois Department of Public Aid), or the LAW OFFICE OF DAVID J. HEYER, LTD., for or on account of, and without limitation, attorneys fees, medical bills, deductibles, or subrogee claims. PLAINTIFF further agrees in consideration of payment hereunder to make payment of any and all liens or claims growing out of the incident in question and to defend, indemnify and hold harmless the TOWN and the Released Parties from any such liens or claims, known or unknown.

7. Neutral Construction. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the Parties, regardless of who drafted the Agreement. Further, gender-specific language is to be interpreted in its most reasonable fashion for the Agreement; section or paragraph titles are irrelevant to interpretation of this Agreement.

8. Complete Agreement. This Agreement sets forth all of the terms and conditions of the agreement and understanding between the Parties concerning the subject matter hereof and any prior oral communications are superseded by this Agreement. The Parties understand and agree that all of the terms and promises of this Agreement are contractual and not a mere recital.

9. Effect on Previous Agreements. This Agreement supersedes any and all prior agreements, understandings and communications between the Parties.

10. Amendment. This Agreement may be amended only by a written document signed by the PLAINTIFF and the TOWN.

11. Severability. In the event that any of the provisions of this Agreement are found by a judicial or other tribunal to be unenforceable, the remaining provisions of this Agreement will, at the TOWN's discretion, remain enforceable.

12. No Admission of Liability. This Agreement is being entered into solely for the purpose of settling the disputed claims of the Lawsuit, and shall not be construed as an admission by the TOWN or Released Parties of any (i) liability of or wrongdoing to PLAINTIFF, (ii) breach of any agreement or contract by the TOWN or Released Parties, (iii) duty of the TOWN or Released Parties to indemnify or defend any Party within the scope of this Agreement. The TOWN and Released Parties specifically deny any liability or wrongdoing, and PLAINTIFF and PLAINTIFF's COUNSEL agree that neither will state, suggest or imply the contrary to anyone either directly or indirectly, whether through counsel or otherwise.

13. RIGHT TO COUNSEL. PLAINTIFF ACKNOWLEDGES THAT PLAINTIFF WAS INFORMED THAT PLAINTIFF HAS THE RIGHT TO CONSULT WITH AN ATTORNEY BEFORE SIGNING THIS AGREEMENT AND THAT THIS PARAGRAPH SHALL CONSTITUTE WRITTEN NOTICE OF THE RIGHT TO BE ADVISED BY LEGAL COUNSEL. ADDITIONALLY, PLAINTIFF ACKNOWLEDGES THAT PLAINTIFF HAS BEEN ADVISED BY COMPETENT LEGAL COUNSEL OF PLAINTIFF'S OWN CHOOSING IN CONNECTION WITH THE REVIEW AND EXECUTION OF THIS AGREEMENT AND THAT PLAINTIFF HAS HAD AN OPPORTUNITY TO AND DID NEGOTIATE OVER THE TERMS OF THIS AGREEMENT.

14. Acknowledgement of Contents and Effect. PLAINTIFF declares that PLAINTIFF and PLAINTIFF's COUNSEL and authorized agents (if any) have completely read this Agreement and acknowledge that it is written in a manner calculated to be understood by PLAINTIFF. PLAINTIFF fully understands its terms and contents, including the rights and obligations hereunder, and freely, voluntarily and without coercion enter into this Agreement. Further, PLAINTIFF agrees and acknowledges that PLAINTIFF has had the full opportunity to investigate all matters pertaining to his claims and that the waiver and release of all rights or claims PLAINTIFF may have under any local, state or federal law is knowing and voluntary.

15. Counterparts/Authority. This Agreement may be executed in Counterparts, each of which shall be an original and all of which together shall constitute one and the same document. The signatories below to the Agreement expressly state and affirm that they have the actual authority to execute this Agreement on behalf of each Party.

16. Choice of Law. The Parties agree that this Agreement shall be deemed to have been executed and delivered within the State of Illinois and shall in all respects be governed, interpreted and enforced in accordance with the laws of the State of Illinois exclusive of its conflicts of laws provisions.

(REMAINDER OF THIS PAGE IS BLANK; SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE DAY AND YEAR AS INDICATED BELOW.

LETICIA CAMACHO-ELLISON



Leticia Camacho (Mar 1, 2024 12:52 CST)

By: LETICIA CAMACHO-ELLISON

Date: 03/01/2024, 2024

Approved as to form and substance:



Attorney for Plaintiff

TOWN OF CICERO,
an Illinois municipal corporation

By: _____
Its: _____
Date: _____, 2024

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE TOWN PRESIDENT TO ENTER INTO A CERTAIN PROFESSIONAL SERVICES AGREEMENT WITH CHRISTOPHER GALLOWAY TO PROVIDE SERVICES TO THE TOWN OF CICERO, COUNTY OF COOK, STATE OF ILLINOIS.

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

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

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

WHEREAS, the Town is committed to ensuring the health, safety, and welfare of its residents; 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”) pursuant to this mission and through its Department of Health (the “Department”), provides for medical and dental services to Town residents by licensed practitioners at affordable costs; and

WHEREAS, the Town recognizes the need for a qualified professional to oversee the scope, vision, and mission of the Cicero Health Department; and

WHEREAS, Christopher Galloway, Christopher Galloway, DNP, APRN-FPA, FNP-BC, CME, MOT (“Galloway”) is such a qualified professional and has agreed to provide necessary services (the “Services”) to the Town as set forth in the Professional Services Agreement (the “Agreement”), attached hereto and incorporated herein as Exhibit A; and

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

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

**ARTICLE I.
IN GENERAL**

Section 1.0 Findings.

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

Section 2.0 Purpose.

The purpose of this Resolution is to authorize the President or his designee to enter into and approve the Agreement, whereby Galloway will provide the Services to the Town, 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. To the extent that any requirement of bidding would be applicable to the Services sought hereunder, the same is hereby waived.

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

Section 4.0 Headings.

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

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

Section 5.0 Severability.

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

Section 6.0 Superseder.

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

Section 7.0 Publication.

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

Section 8.0 Effective Date.

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

ADOPTED this _____ day of _____, 2024, 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 _____, 2024

LARRY DOMINICK
PRESIDENT

ATTEST:

MARIA PUNZO-ARIAS
TOWN CLERK

EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (this “Agreement”) is made and entered into this 11th day of March, 2024 (the “Effective Date”) by and between Christopher Galloway, DNP, APRN-FPA, FNP-BC, PMHNP-BC, CME, MOT (“Galloway”), and the Town of Cicero, Illinois, an Illinois municipal corporation (the “Town”). (For convenience, the Galloway and the Town may be referred to collectively as the “Parties” and each individually as a “Party.”)

W I T N E S S E T H:

WHEREAS, the Town is committed to advancing and protecting the health, safety and well-being of its inhabitants; and

WHEREAS, pursuant to this mission, the Town, through its Department of Health (the “Department”), arranges for various health services to be provided to Town residents by licensed practitioners at affordable costs (the “Program”); and

WHEREAS, the Town desires to retain Galloway to provide certain administrative services in furtherance of the objectives stated above, and Galloway desires to provide such services; and

WHEREAS, the Parties have determined that it is in their best interests to enter into this Agreement in order to set forth the respective obligations and rights of each Party in regard to the Services, as defined below;

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

1. **Recitals.** The recitals set forth above are full, true and correct and are hereby incorporated into this Agreement as if fully restated herein.
2. **The Services.** Galloway shall perform those services as set forth in the Scope of Services, attached hereto and incorporated herein as Exhibit A, (the “Services”). Galloway shall perform the Services as follows:
 - a. Galloway shall spend minimally five (5) hours at the Health Department two (2) days per week at the discretion of the Director.
 - b. Galloway may otherwise perform the services remotely.
 - c. Galloway shall provide a progress report on a bi-weekly basis to the Town.
3. **Nature of Services.** Galloway shall diligently perform his duties hereunder and to the best of his talents, skills and expertise, all of the Services that are required to be performed under this Agreement and shall devote, or be available to devote, such time to the

performance of these duties as may be necessary. Galloway hereby acknowledges that the Town retains the right, in its sole and absolute discretion, to retain other qualified professionals to supplement the Services.

4. **Term.** This Agreement shall commence on the Effective Date and shall continue for a term of six (6) months thereafter (the “Initial Term”), unless earlier terminated as set forth herein. This Agreement shall not automatically renew. The Parties may agree to renew this Agreement in writing subject to the approval of the Corporate Authorities of the Town.
5. **Termination.** Notwithstanding anything to the contrary set forth herein, the Agreement shall terminate upon the occurrence of any of the following events:
 - (a) Upon thirty (30) days written notice by the Town or upon sixty (60) days written notice by Galloway, with or without cause in either case;
 - (b) Immediately upon the written mutual consent of the Parties; or
 - (c) Immediately upon written notice by the Town, at its election, in the event of any of the Reportable Matters described in Section 12 of this Agreement.
6. **Remuneration.** Total compensation for the Initial Term shall not exceed Forty Thousand U.S. Dollars (\$40,000.00), which shall be paid out bi-weekly to Galloway. It is acknowledged and understood that the Town will not withhold any amounts for the payment of taxes from the compensation of Galloway hereunder, and that Galloway shall be solely responsible for reporting and paying all applicable taxes. The Town will issue a 1099 form to Galloway. The compensation set forth in this Section shall be the sole consideration due to Galloway for the Services rendered hereunder.
7. **Books and Records.** Galloway shall keep complete and detailed books and records that accurately reflect hours worked, the Services provided hereunder and the costs thereof. Such books and records and all supporting data shall, upon reasonable notice, be open for inspection by authorized representatives of the Town.
8. **Limitation of Authority.** Subject to the terms and provisions of this Agreement, Galloway shall have the authority to make and implement decisions that are necessary in his performance of the Services and to render directions to all third parties in connection therewith. Notwithstanding anything contained herein to the contrary, in no event shall Galloway have the right or authority, express or implied, to commit or otherwise bind or obligate the Town to any liability or agreement, unless authorized to do so in writing by the Town or its designee.
9. **Indemnification of the Town.** To the fullest extent permitted by law, Galloway shall indemnify, defend and hold the Town, its past and present officials (whether elected or appointed), trustees, employees, volunteers, insurers, directors, agents, officers, representatives, attorneys, independent contractors, successors or predecessors and any other party in any way related to the Town, harmless from and against any and all claims, losses, demands, liabilities, penalties, liens, encumbrances, obligations, causes of action, costs and expenses (including reasonable attorneys’ fees and court costs), deaths, injuries

and damages (whether actual or punitive), whether known or unknown, suspected or unsuspected, contingent or actual, liquidated or unliquidated, that occurred or are alleged to have occurred in whole or in part in connection with the Services, Galloway's intentional, willful or negligent acts or omissions, or Galloway's violation of any law or the rights of a third party or this Agreement. Notwithstanding any other contrary provision contained herein, Galloway's obligations under this Section shall survive the expiration or termination of this Agreement. This Section shall be interpreted as broadly as possible under state and federal law.

10. **Insurance.** The Town will provide appropriate professional malpractice insurance. Galloway shall provide copies of any and all umbrella policies he carries to the Town.
11. **Licensure.** At all times during the Term of this Agreement, Galloway shall maintain in good standing all applicable licenses, certificates and permits necessary to perform the Services in the State of Illinois in accordance with all applicable laws. Galloway shall provide the Town with current copies of all licenses, certificates and permits required under this Section prior to the Effective Date and at any time during the Term, upon request of the Town.
12. **Notice of Adverse Actions.** Galloway shall, within twenty-four (24) hours after receiving notice, disclose in writing to the Town the following matters (collectively, the "Reportable Matters"), whether occurring at any time prior to or during the Term of this Agreement:
 - (a) Any malpractice suit, claim (whether or not filed in court), settlement, settlement allocation, judgment, verdict or decree against Galloway;
 - (b) Any disciplinary, peer review or professional review investigation, proceeding or action instituted by a state licensure board, hospital, medical/dental or professional school, health/dental care facility or entity, professional society or association, third-party payer, peer review or professional review committee or body or governmental agency;
 - (c) Any criminal complaint, indictment or criminal proceeding in which Galloway is named as a defendant;
 - (d) Any investigation or proceeding, whether administrative, civil or criminal, relating to an allegation against Galloway of filing false claims, violating anti-kickback laws or engaging in other billing improprieties;
 - (e) Any organic or mental illness or condition that impairs or may impair Galloway's ability to provide the Services;
 - (f) Any dependence upon, habitual use or episodic abuse of, alcohol or controlled substances, or any participation in any alcohol or controlled substance detoxification, treatment, recovery, rehabilitation, counseling, screening or monitoring program;
 - (g) Any allegation, or any investigation or proceeding based on any allegation against Galloway, or violation of professional ethics or standards, or engaging in illegal, immoral or other misconduct (of any nature or degree), relating to the practice of the Services;

- (h) The revocation, suspension, probation, reprimand or other discipline imposed by any state against any of the Galloway's licenses to practice as a nurse practitioner in that state;
- (i) Any change in or any denial, termination, suspension or limitation of the insurance coverage required under Section 10.

13. **Omitted.**

14. **Confidentiality of Information.** For the Purposes of this Section, "Interested Parties" shall mean Galloway and his agents, representatives, independent contractors and other interested parties. For the purposes of this Section, "Confidential Information" shall mean any information, whether communicated orally, in writing, or by any medium, pertaining to or about the Town, the Department and the Clinic that is not otherwise already in the public domain.

The Interested Parties shall keep all Confidential Information wholly and completely confidential from all persons who are not Interested Parties or Parties. Notwithstanding the foregoing, the Interested Parties may disclose Confidential Information under the following limited circumstances: (a) as directed by the Town President; (b) as directed by the Town Attorney; (c) to the extent that the Town gives its prior written consent; (d) to the Interested Parties who need to know such information for the sole purpose of assisting Galloway in rendering the Services pursuant to this Agreement; or (e) pursuant to receipt by any of the Interested Parties of a valid and enforceable subpoena or other similar process of law.

During the term of the Agreement, Galloway shall not write, speak or publish anything about the Town, the Department or the Clinic unless Galloway is acting on behalf of the Town and is so directed in accordance with the foregoing provisions.

15. **Independent Contractor.** Galloway shall serve the Town as an "at will" contractor serving at the pleasure and director of the Town and its corporate authorities. Nothing herein shall be construed to create a partnership, joint venture or an employer-employee or agent-principal relationship between the Parties. Galloway is not an agent or employee of the Town or any of its related entities or departments.

16. **Galloway's Covenants.** Galloway shall abide by and observe all rules and regulations established, from time to time, by the Town and shall comply with any and all applicable federal, state and local laws, statutes, ordinances, orders, codes, rules and regulations, now or hereafter in effect, relating to the Services and shall not permit any violation of the foregoing.

Galloway warrants and represents that he shall provide the Services and meet his obligations under this Agreement in a timely and workmanlike manner, using knowledge and recommendations for performing the Services that meet generally acceptable standards in the community and the region. Galloway warrants and represents that he will not undertake any activity so as to cause the appearance of impropriety regarding the Services.

17. **Entirety and Binding Effect.** This Agreement contains the entire agreement between the Parties respecting the matters set forth herein and supersedes and terminates all prior agreements between the Parties hereto respecting such matters, if any. All previous communications and negotiations between the Parties, either written or oral, which are not contained herein are hereby withdrawn, nullified and void. The Parties expressly understand and acknowledge that there are no other oral or written promises, conditions, representations, understandings, warranties or terms of any kind as conditions or inducements to execute this Agreement and none have been relied upon by either Party. The provisions of this Agreement shall be binding upon the Parties and inure to the benefit of and be enforceable by and against their respective successors, personal representatives, heirs, legatees and assigns.

18. **Notices.** Any and all notices, demands, requests, consents, approvals, communications or other instruments required or permitted to be given under this Agreement shall be in writing (unless otherwise set forth herein) and shall be executed by a Party or an officer, agent or attorney of the Party, and shall be deemed to have been duly received upon: (a) actual receipt if personally delivered and the sender received written confirmation of personal delivery; (b) receipt as indicated by the written or electronic verification of delivery when delivered by overnight courier; (c) receipt as indicated by the electronic transmission confirmation when sent via telecopy or facsimile transmission; (d) three (3) calendar days after the sender posts notice with the U.S. Post Office when sent by certified or registered mail, return receipt requested; or (e) when delivery is refused. Notice shall be sent to the addresses set forth below, or to such other address as either Party may specify in writing.

To Galloway:

Dr. Christopher Galloway

Address: 20660 Caton Farm Rd, Unit F
Crest Hill, IL 60403

Email: cgalloway.fnp@echawc.com

Facsimile: 815-714-5369

To the Town:

Cicero Health Department

Attention: Director

2250 S. 49th Avenue

Cicero, Illinois 60804

Facsimile: 708-652-7480

19. **Assignment.** This Agreement is personal in character and Galloway shall not assign, transfer or otherwise direct the transfer of his interest or any of his rights or obligations under this Agreement, as security or otherwise, without the prior written consent of the Town. No assignment, even if consented to by the Town (which consent may be granted or withheld in the Town's sole discretion) shall in any way reduce or eliminate the liability of Galloway under this Agreement.

20. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to its principles of conflict of laws. All suits, actions, claims and causes of action relating to the construction, validity, performance and enforcement of this Agreement shall be brought in the state courts of Cook County, Illinois.
21. **Prevailing Party.** In the event of a default and/or litigation arising out of the enforcement, breach or construction of this Agreement, the Parties hereto acknowledge and agree that the prevailing Party shall be entitled to recover all costs, charges, expenses and reasonable attorneys' fees arising as a result thereof. Prevailing Party shall mean any defendant found not liable on any and all counts and/or any plaintiff recovering on any count.
22. **Counterparts and Facsimile Transmissions.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signature affixed to this Agreement and transmitted by facsimile shall have the same effect as an original signature.
23. **Severability.** The provisions of this Agreement shall be deemed to be severable. If any term, covenant or condition of this Agreement is held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein, and the remainder of this Agreement shall continue to be valid and enforceable to the fullest extent permitted by law.
24. **Amendments and Modification.** Except as otherwise provided for herein, this Agreement may not be amended, modified or terminated, nor may any obligation hereunder be waived orally, and no such amendment, modification, termination or waiver shall be effective for any purpose unless it is in writing and bears the signatures of all of the Parties hereto.
25. **Waiver and Delay.** Except as expressly provided herein, no waiver by a Party of any breach of this Agreement by the other Party shall be deemed to be a waiver of any other breach by such other Party (whether preceding or succeeding and whether or not of the same or similar nature), and no acceptance of payment or performance by a Party after any breach by the other Party shall be deemed to be a waiver of any breach of this Agreement or of any representation or warranty hereunder by such other Party whether or not the first Party knows of such breach at the time it accepts such payment or performance. No failure or delay by a Party to exercise any right it may have by reason of a default by the other Party shall operate as a waiver of default or as a modification of this Agreement or shall prevent the exercise of any right by the first Party while the other Party continues to be in default.
26. **Use of Headings.** The headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they pertain.

27. **Effective Date.** The Effective Date shall be the last date on which either Party executes the Agreement.

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

[Signature page follows]

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

Christopher Galloway, DNP, APRN- FPA, FNP-BC, PMHNP-BC, CME, MOT **THE TOWN OF CICERO, Illinois, an Illinois municipal corporation**

S 

Larry Dominick
Printed Name

March 11, 2024
Date

Signature

Town President
Title

Date

ATTEST: _____
Maria Punzo-Arias
Town Clerk

(SEAL)

EXHIBIT A

Scope of Services

Galloway shall:

- Report to the Town's designee, namely the Director of Administrative Operations for the Health Department
- Oversee the scope, vision, and mission of the CHD in conjunction with the CCPHD, relative public health departments, State and Local organizations on a high-level
- Manage the initial foundation/maintenance of the CHDs current and future contracts, required/recommended organizational partners and local/state department collaborative measures
- Manage the overall budget of the CHD in conjunction with the Director of Health Administrative Operations
- Perform all applicable assignments and responsibilities in a time sensitive manner
- Maintain required files and documents necessary for health department records in accordance with health department regulatory bodies
- Initially train applicable staff (Director(s) on specific Public Health Department organizational duties) in accordance with the new structure of the Health Department and its needs
- Ensure that contracted services comply with relevant regulations, standards and contractual agreements
- Identify and mitigate potential risks associated with contracted services, including legal, financial and operational risks
- Participate in health/wellness seminars, implementation of new screening tools and labs, and services to obtain the overall goal of the CHD (Health Promotion, prevention, administration, etc.), as well as overseeing the emergency preparedness, epidemiology and community wellness goals
- Build and maintain relationships with contractors, community partners, founders, and other stakeholders involved in the contracted programs (along with CHD Directors)
- Contribute expertise and advice on the development of policies and procedures related to contracting processes performance standards, and accountability mechanisms
- Work closely with internal and external stakeholders to coordinate efforts and resources for contracted programs
- Participate in representing the organization along with the Medical Director, Director of Clinical Services and Director of Administrative Operations to the public, media and stakeholders, and fostering a positive relationship with the community
- Maintain active licenses and certifications as necessary
- Act in accordance with HIPAA and other medical privacy laws at all relevant times while performing the Services
- Provide proof of annual TB testing, Proof of Hepatitis B immunization or immunity, annual influenza immunization

- Be AED/CPR Certified
- Act as a Mandated Reporter for DCFS
- Act as a Mandated Reporter for Elder Abuse
- Understand and apply the Cicero Health Department's Hardship Policy as appropriate
- Support the Town of Cicero Health Department mission, vision, core values and customer service philosophy
- Display a professional demeanor when interacting with all individuals on business related matters
- Have personal accountability and attention to detail
- Have the ability to multitask and make informed decisions accurately and timely
- Be flexible and able to embrace and implement change
- Be good natured with a positive; always courteous and respectful to co-workers
- Have the ability to think and act clearly in a healthcare related emergency
- Have a working knowledge of Windows, personal computer, Eagle Soft, Microsoft Word and Excel

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE TOWN PRESIDENT TO ENTER INTO A CERTAIN AGREEMENT WITH KENIA UGALDE TO PROVIDE DENTAL SERVICES TO THE TOWN OF CICERO, COUNTY OF COOK, STATE OF ILLINOIS.

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

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

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

WHEREAS, the Town is committed to ensuring the health, safety and welfare of its residents; 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”) pursuant to this mission and through its Department of Health (the “Department”), provides for dental services to Town residents by licensed practitioners at affordable costs (the “Dentistry Program”); and

WHEREAS, the Town currently retains Kenia Ugalde (the “Provider”) to provide certain dental hygiene services to adult and minor residents of the Town (the “Services”)

at the Town's health clinic (the "Clinic") located at 2250 S. 49th Avenue, Cicero, Illinois;
and

WHEREAS, the Provider and the Corporate Authorities have determined that it is in their best interests to enter into a new Professional Services Agreement (the "Agreement"), attached hereto and incorporated herein as Exhibit A, pursuant to which the Provider shall continue to provide the Services to the Town in accordance with the terms stated therein; and

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

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

**ARTICLE I.
IN GENERAL**

Section 1.0 Findings.

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

Section 2.0 Purpose.

The purpose of this Resolution is to authorize the President or his designee to enter into and approve the Agreement, whereby the Provider will continue to provide the Services to the Town, 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. To the extent that any requirement of bidding would be applicable to the Services sought hereunder, the same is hereby waived.

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

Section 4.0 Headings.

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

Section 5.0 Severability.

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

Section 6.0 Superseder.

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

Section 7.0 Publication.

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

Section 8.0 Effective Date.

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

ADOPTED this _____ day of _____, 2024, 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 _____, 2024

LARRY DOMINICK
PRESIDENT

ATTEST:

MARIA PUNZO-ARIAS
TOWN CLERK

EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (the “Agreement”) is made and entered into this ___ day of _____, 2024 (the “Effective Date”), by and between Kenia Ugalde, (the “Provider”) and the Town of Cicero, Illinois, an Illinois municipal corporation, (the “Town”) (for convenience, the Provider and the Town may be referred to collectively as the “Parties” and each individually as a “Party”).

W I T N E S S E T H:

WHEREAS, the Town is committed to advancing and protecting the health, safety and welfare of its inhabitants; and

WHEREAS, pursuant to this mission, the Town, through its Department of Health (the “Department”) arranges for dental services to Town residents by licensed practitioners at affordable costs (the “Dentistry Program”); and

WHEREAS, the Town desires to retain the services of the Provider in furtherance of the objectives stated above, and the Provider desires to provide such services; and

WHEREAS, the Parties have determined that it is in their best interests to enter into this Agreement in order to set forth the respective obligations and rights of each Party in regard to the Services, as defined below.

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

1. **Recitals.** The recitals set forth above are full, true and correct and are hereby incorporated into this Agreement as if fully restated herein.
2. **Provider’s Services.** The Provider shall provide dental hygiene services to adult and minor residents (the “Services”) of the Town at the Town’s health clinic located at 2250 S. 49th Avenue, Cicero, Illinois (the “Clinic”). The Provider shall perform the Services no less than eight (8) hours and no more than twelve (12) hours per week, as specifically scheduled by the director of the Department (the “Director”) or her designee. The Parties may mutually agree to schedule more than twelve (12) hours a week.
3. **Nature of Services.** The Provider shall perform diligently and to the best of her talents, skills and expertise, all of the Services that are required to be performed under this Agreement and shall devote, or be available to devote, such time to the performance of these duties as may be necessary pursuant to the terms of the Agreement. The Provider hereby acknowledges that the Provider is not the exclusive provider of the Services to the Department or the Town, and that the Town retains the right, in its sole and absolute discretion, to retain other qualified professionals to supplement the Services.

willful or negligent acts or omissions of the Provider, the Provider's violation of any law or the rights of a third party of this Agreement. Notwithstanding any other contrary provision contained herein, the Provider's obligations under this Section shall survive the expiration or termination of this Agreement. This Section shall be interpreted as broadly as possible under state and federal law.

10. **Insurance.** At all times during the Term of this Agreement, the Provider shall maintain at his or her sole cost and expense, professional liability insurance with limits of at least One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate (the "Insurance Coverage"). The Provider shall provide the Town with copies of certificates of insurance evidencing the insurances as required by this Section prior to the Effective Date and at any time during the Term, upon the request of the Town.
11. **Licensure.** At all times during the Term of this Agreement, the Provider shall maintain in good standing all applicable licenses, certifications and permits necessary to practice dental hygiene in the State of Illinois pursuant to the Illinois Dental Practice Act, 225 ILCS 25. The Provider shall provide the Town with current copies of all licenses, certificates and permits required under this Section prior to the Effective Date and at any time during the Term, upon request of the Town.
12. **Notice of Adverse Actions.** The Provider shall, within twenty-four (24) hours after receiving notice, disclose in writing to the Town the following matters whether occurring prior to or during the Term of this Agreement:
 - (a) Any malpractice suit, claim (whether or not filed in court) settlement, settlement allocation, judgment, verdict or decree against the Provider;
 - (b) Any disciplinary, peer review or professional review investigation, proceeding or action instituted by a state licensure board, hospital, medical or professional school, health care facility or entity, professional society or association, third-party payer, peer review or professional review committee or body or governmental agency;
 - (c) Any criminal complaint, indictment or criminal proceeding in which the Provider is named as a defendant;
 - (d) Any investigation or proceeding, whether administrative, civil or criminal, relating to an allegation against the Provider of filing false claims, violating anti-kickback laws or engaging in other billing improprieties;
 - (e) Any organic or mental illness or condition that impairs or may impair the Provider's ability to provide the Services;
 - (f) Any dependence upon, habitual use or episodic abuse of, alcohol or controlled substances, or any participation in any alcohol or controlled substance detoxification, treatment, recovery, rehabilitation, counseling, screening or monitoring program;
 - (g) Any allegation, or any investigation or proceeding based on any allegation against the Provider, or violation of professional ethics or standards, or engaging in illegal, immoral or other misconduct (of any nature or degree), relating to the practice of the Services;

acceptable standards in the community and the region. The Provider warrants and represents that he or she will not undertake any activity so as to cause the appearance of impropriety regarding the Services.

17. **Entirety and Binding Effect.** This Agreement contains the entire agreement between the Parties respecting the matters set forth herein and supersedes all prior agreements between the Parties hereto respecting such matters, if any. All previous communications and negotiations between the Parties, either written or oral, that are not contained herein are hereby withdrawn, nullified and void. The Parties expressly understand and acknowledge that there are no other oral or written promises, conditions, representations, understandings, warranties or terms of any kind as conditions or inducements to execute this Agreement and none have been relied upon by either Party. The provisions of this Agreement shall be binding upon the Parties and inure to the benefit of and be enforceable by and against their respective successors, personal representatives, heirs, legatees and assigns.
18. **Notices.** Any and all notices, demands, requests, consents, approvals, communications or other instruments required or permitted to be given under this Agreement shall be in writing (unless otherwise set forth herein) and shall be executed by a Party or an officer, agent or attorney of the Party, and shall be deemed to have been duly received upon: (a) actual receipt if personally delivered and the sender received written confirmation of personal delivery; (b) receipt as indicated by the written or electronic verification of delivery when delivered by overnight courier; (c) receipt as indicated by the electronic transmission confirmation when sent via telecopy or facsimile transmission; (d) three (3) calendar days after the sender posts notice with the U.S. Post Office when sent by certified or registered mail, return receipt requested; or (e) when delivery is refused. Notice shall be sent to the addresses set forth below, or to such other address as either Party may specify in writing.

To the Provider: Kenia Ugalde
5040 S. Damen Ave.
Chicago, Illinois 60609

With a copy to: _____

Attention: _____
Facsimile: _____

To the Town: Cicero Health Department
Attention: Director
2259 S. 49th Avenue
Cicero, Illinois 60804
Facsimile: _____

same or similar nature), and no acceptance of payment or performance by a Party after any breach by the other Party shall be deemed to be a waiver of any breach of this Agreement or of any representation or warranty hereunder by such other Party whether or not the first Party knows of such breach at the time it accepts such payment or performance. No failure or delay by a Party to exercise any right it may have by reason of a default by the other Party shall operate as a waiver of default or as a modification of this Agreement or shall prevent the exercise of any right by the first Party while the other Party continues to be in default.

26. **Use of Headings.** The headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they pertain.

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

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

KENIA UGALDE

THE TOWN OF CICERO, Illinois, an
Illinois municipal corporation

Kenia Ugalde
Printed Name

Larry Dominick
Printed Name


Signature

Signature

Dental Hygienist
Title

Town President
Title

3.7.24
Date

Date

RESOLUTION NO. _____

A RESOLUTION CREATING CERTAIN POSITIONS WITHIN THE HEALTH DEPARTMENT AND APPOINTING SPECIFIED INDIVIDUALS TO SUCH POSITIONS 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’s Health Department serves the Town residents by providing necessary dental and medical services at affordable rates, as well as providing ongoing education to the community; and

WHEREAS, it has been determined that it is in the best interests of the Health Department to eliminate certain positions, create new appointed positions, and appoint certain individuals to those newly created positions; and

WHEREAS, the President and the Board of Trustees of the Town (the “Town Board,” and with the President, the “Corporate Authorities”) have determined that it is necessary for conducting Town business and for the effective administration of government to eliminate those positions which are stricken through as set forth on

Exhibit A, create certain new positions and appoint those individuals listed on Exhibit A to said positions (the “Appointments”); and

WHEREAS, the Corporate Authorities hereby find and determine that it is in the best interests of the Town to make the make the appointments as set forth herein;

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

**ARTICLE I.
IN GENERAL**

Section 1.0 Findings.

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

Section 2.0 Purpose.

The purpose of this Resolution is to authorize the President to make the Appointments to the Vacancies, and to take all steps necessary to carry out the terms of said appointments.

**ARTICLE II.
AUTHORIZATION**

Section 3.0 Authorization.

The Corporate Authorities hereby authorize, approve, and consent to the Appointments. The President or his designee is hereby authorized and directed to take such steps as are necessary to carry out the intent of this Resolution.

Section 4.0 Vacancies, Effectiveness, and Term of Appointments.

The Corporate Authorities hereby consent to the Appointments. The Corporate Authorities resolve that the Appointments set forth in Exhibit A are effective immediately. The Appointments shall expire at 11:59 p.m. on April 30, 2024, until such time as said positions are consolidated or dissolved at the direction of the Corporate Authorities, or at such other times as the President deems necessary. The Corporate Authorities hereby ratify any action in furtherance of the aims stated herein.

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

Section 5.0 Headings.

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

Section 6.0 Severability.

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

Section 7.0 Superseder.

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

Section 8.0 Publication.

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

Section 9.0 Effective Date.

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

ADOPTED this _____ day of _____, 2024, 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 _____, 2024

LARRY DOMINICK
PRESIDENT

ATTEST:

MARIA PUNZO-ARIAS
TOWN CLERK

EXHIBIT A

~~Director of Health Management~~

Director of Public Health Operations

Vanessa Parrish

Director of Clinical Services

Marissa Rauba (Buscemi)

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING, APPROVING, AND RATIFYING AN APPLICATION FOR GRANT FUNDING FROM THE USDA URBAN AND COMMUNITY FORESTRY SERVICE 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 United States Department of Agriculture Urban And Community Forestry Service has established a grant program through the Morton Arboretum (the “Program”); and

WHEREAS, through the Program, bodies of local government can seek financial assistance to perform tree inventories, create Urban and Community Forest Management plans, and obtain additional trees to be planted within the community (the “Project”); 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 increasing the number of trees within the Town and improving the environment for Town residents; 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 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 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 Program grant funding for the Project 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 and submission of the Application for Program 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 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 Program grant funding for a portion of the costs of the Project. The Town Board hereby further authorizes and directs the President to furnish such additional information, assurances, and certifications as the 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 President's 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 _____, 2024, 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 _____, 2024

LARRY DOMINICK
PRESIDENT

ATTEST:

MARIA PUNZO-ARIAS
TOWN CLERK

EXHIBIT A

Tree Inventory and Management Plan Grant for Communities over 75,000 Residents



General Instructions

- Grant contact: Colette Copic - grants.CRTI@morton.org (preferred) or 503-953-6930.
- Fill out each page of this application. Please fill in the application electronically; handwritten applications are difficult for our reviewers to score. If you have questions or need assistance, please contact us.
- We do not wish for this application process to be a barrier to any interested Applicant. If you would like assistance or have questions, please contact Colette Copic by February 2nd, 2024.
- **Please note that you are required to include a signed cover letter from your Mayor (or equivalent in organization/community other than municipality).**
- Submit your application electronically via email to grants.crti@mortonarb.org. No hard copies will be accepted unless you contact Colette Copic to make specific arrangements.

Applications are due March 1, 2024 at 5:00 p.m.

Free Application Assistance is Available!

The Morton Arboretum offers free application assistance for communities applying to this grant program. Contact Colette Copic at grants.crti@mortonarb.org for more information. The Morton Arboretum is an equal opportunity provider.

Application Table of Contents

General Instructions	1
Application Table of Contents	2
Grant Information and Funded Program Areas	3
Allowable Projects	3
Section 1: Applicant Background Information	4
Section 2: Project Overview (10 points)	7
Section 3: Purpose and Need (20 points)	9
Section 4: Scope of Work (15 points)	10
Section 5: Leveraged Benefits (20 points)	11
Section 6: Tree Protection Ordinance Creation or Update (10 points)	12
Section 7: Budget Details (15 points)	14
Section 8: Community Engagement and Sharing Knowledge and Outcomes (10 points)	18
Section 9: Timeline (10 points)	19
Section 10: Bonus Points (4 points)	21
Final Instructions	22
Appendix A. Tree Inventory Maintenance Agreement	23
Appendix B. Tree Planting List	24
Appendix C. Community Partner Commitment and Tree Maintenance Agreement	26
Appendix D. Sample Partner Commitment Letter	28

Grant Information and Funded Program Areas

These grant funds are provided by USDA Forest Service Urban and Community Forestry's allocation from the Inflation Reduction Act. This request for proposals provides funding assistance to large disadvantaged municipalities over 75,000 residents and their associated park districts to conduct inventories of public trees within the applicant's boundaries, and create Urban and Community Forest Management Plans based on the inventory that includes one or more components of focus on maintaining and/or improving tree canopy in disadvantaged areas of the community. Projects must also contain an accompanying implementation action based on the new inventory and plan.

A total of \$5,616,709 in funding is available. The total maximum allowable funding amount for any application is \$3,000,000. 100 percent of work must take place in, or benefit, disadvantaged communities and, therefore, match is waived. The grant period is 3.5 years.

No match is required for eligible projects. 100% of work must take place in, or benefit, disadvantaged communities. The match waiver must be passed on to any sub-awardees as described in the General Criteria section of the RFP.

Please reference the grant's Request for Proposals (RFP) for more details on this grant. You may access the RFP at <https://chicagorti.org/grants>

Allowable Projects

All proposals funded through this grant shall result in the following deliverables:

1. A digital tree inventory that includes 100% of the community's public tree population.
2. An urban forest management plan that addresses the inventory results. Management plans must include significant and documented community engagement (seeking input to influence decisions). The plan must also include strategies for improving service to disadvantaged communities.
3. At least one implementation action to increase or improve tree canopy in disadvantaged areas. A map of disadvantaged census tract areas that combines these tools can be [found here](#). These on-the-ground projects must implement part of the management plan and occur solely in disadvantaged areas of the community.

All projects must directly benefit disadvantaged areas of the community.

No work shall start on the project until the Applicant is awarded funding. All work shall be completed within the specified grant time period.

Section 1: Applicant Background Information

In this section, you tell us about your organization.

Organization Name	Town of Cicero
Government Type (Municipality, County, Park District, Forest Preserve District, Township, etc.)	Municipality
Federal Tax ID (EIN)	36-6005833
SAM Unique Entity ID (UEI) The UEI is a 12-character alphanumeric ID assigned to an entity by SAM.gov . You must have an active SAM registration at the time of grant award. If you do not currently have a UEI, please put - "in progress" in the box to the right and visit SAM.gov and apply as soon as possible.	LE8EBPHCZ5Z9
Award Amount Requested (\$)	\$ 511,200.00
Does your entity own/manage public land in disadvantaged census tracts (identified by CEJST, EJSscreen, or HUD Opportunity Zones per the RFP) and thus, is eligible for funding through this grant? You may refer to this map to identify disadvantaged areas in your community.	<input checked="" type="checkbox"/> Yes, my entity owns or manages land with disadvantaged census tracts <input type="checkbox"/> No, my entity does not own or manage land with disadvantaged census tracts (ineligible)

<p>All projects must directly benefit disadvantaged areas according to approved federal tools. Please list the disadvantaged areas in which your project will take place and/or directly benefit.</p> <p>You may refer to this map to identify disadvantaged areas in your community. Click on any green tract to see its ID number.</p>	<p>All Census Tracts and Block Groups in The Town of Cicero are classified as disadvantaged.</p> <p>The tracts where our project will take place are:</p> <p>17031813400, 17031813500, 17031813600, 17031813301, 17031813302, 17031813701, 17031813702, 17031813801, 17031813802, 17031813801, 17031813802, 17031813900, 17031814000, 17031814100, 17031814200, 17031814300, 17031814400, 17031814500.</p>
--	--

Applicant Contact Information			
Name	Derek Dominick	Title	Superintendent of Streets and Alleys
Mailing Address	1620 S. Laramie Ave.		
Email	ddominick@thetownofci	Phone Number	708-656-7287
Project Supervisor (if different)	Sam Jelic	Title	Commissioner Public Works
Email	sjelic@thetownofcicero.com	Phone Number	708-656-1115

Community Questions	Please specify your answer with a check	
Do you have an inventory of your public trees?	No inventory of public trees	<input checked="" type="checkbox"/>
	Full	<input type="checkbox"/>
	Partial	<input type="checkbox"/>

<p>If you have an inventory, is it digital? If you do not have an inventory, leave this blank.</p>	Digital	<input type="checkbox"/>
	Paper	<input type="checkbox"/>
<p>Has your tree inventory been updated in the last three years?</p> <p>Eligibility: Only trees not inventoried or updated in the last 3 years are eligible for funding for an inventory.</p>	No, our inventory has not been updated in the last three years	<input type="checkbox"/>
	Partial - Parts of our inventory have been updated in the last three years	<input type="checkbox"/>
	Yes - Our inventory has been fully updated in the last three years	<input type="checkbox"/>
<p>Do you have an urban forest management plan for your public trees?</p> <p>Eligibility: only Applicants whose management plans are older than 4 years old and/or not based on an inventory are eligible to receive funding for a management plan.</p>	Yes, and it is fewer than 4 years old	<input type="checkbox"/>
	Yes, but it is more than 4 years old	<input type="checkbox"/>
	No, my community does not have a management plan	<input checked="" type="checkbox"/>
<p>If you have an urban forest management plan, is it based on a tree inventory?</p>	Yes, it is based on a tree inventory	<input type="checkbox"/>
	No. We have a plan, but it is not based on an inventory	<input type="checkbox"/>
	Not applicable	<input type="checkbox"/>
<p>Does your organization have someone legally responsible for and designated by an ordinance to care for trees on public property (i.e.: forester, city department, tree board)? If so, provide name, title, and email.</p>	Name	Sam Jelic
	Title	Commissioner Public Works
	Email	sjelic@thetownofcicero.com

Section 2: Project Overview (10 points)

- 1) In this section, you will provide a summary of the entire project that includes the program area(s), location, key partners, and expected accomplishments.

<p style="text-align: center;">Inventory</p> <p>Partial inventory projects are acceptable so long as the project adds to existing information and results in a full, communitywide, up to date (less than 4 years old) tree inventory.</p>	Details		Please mark selected with a check	
	Full Inventory		<input checked="" type="checkbox"/>	
	OR			
	Partial Inventory		<input type="checkbox"/>	
	What % of your trees will be inventoried?		100.00%	
	Partial inventory – will your project cover one neighborhood, a stratified sample, or other? Please briefly explain in the box to the right			
	Have you received an estimate for your inventory? If so, how much is your inventory expected to cost?			
<p style="text-align: center;">Management Plan</p> <p>Please use the boxes to the right to indicate which components you would like included in your management plan. More complete details on each of these categories is available on pages 7 and 8 of the Request for Proposals.</p>	Details		Please mark selected with a check	
	Recommended and prioritized urban forest management action items, based on a tree inventory. (i.e., Prioritized planting locations, a cyclical pruning schedule, etc.). Required as explained on page 8 of the RFP.		<input checked="" type="checkbox"/>	
	Strategies or goals to enhance or increase tree canopy in disadvantaged areas. Required as explained on page 8 of the RFP.		<input checked="" type="checkbox"/>	
	Short- and long-term urban forest goals 2022-2029.		<input checked="" type="checkbox"/>	
	Specifications for planting, pruning, removals, and construction protection.		<input checked="" type="checkbox"/>	
	Required and recommended certifications, qualifications, and training for staff, contracted labor, and consultants.		<input checked="" type="checkbox"/>	
	Material, equipment, and budget projections and considerations.		<input checked="" type="checkbox"/>	
	A program for education and outreach for residents.		<input checked="" type="checkbox"/>	
	Other:			
	(add additional sheet if needed)			
Have you already received an estimate for a management plan with the components selected above? If so, what is the estimated cost?				

Management Plan Implementation Action

What implementation action(s) will you complete in disadvantaged areas using grant funds? Select all that apply.

Increasing tree canopy in disadvantaged areas of communities

- Diverse tree planting on public property (must include post planting care)

Improving forest health in disadvantaged areas of communities

- Tree Pruning
- Dead tree removals
- Ash treatment
- Pest treatment
- Invasive tree/shrub removal
- Tree mulching
- Watering
- Staff dedicated to outreach/education in disadvantaged areas
- Other (please specify): Training and Certification of Forestry Employees

All implementation actions must directly benefit disadvantaged areas according to approved federal tools. Please list the disadvantaged areas in which your implementation action will take place and/or directly benefit. [You may refer to this map to identify disadvantaged areas in your community.](#) Click on any eligible tract to see its ID number.

The disadvantaged tracts where our project will take place are:

17031813400, 17031813500, 17031813600, 17031813301, 17031813302, 17031813701, 17031813702, 17031813801, 17031813802, 17031813801, 17031813802, 17031813900, 17031814000, 17031814100, 17031814200, 17031814300, 17031814400, 17031814500.

- 2) In a few sentences, provide a summary of the project. Include who your key partners are, and expected accomplishments.

This project is a development of a future focused forestry conservation and expansion program. We expect to receive an accurate tree inventory and an actionable management plan. We are also committed to provide training for 2 current employees to become certified arborists. This process will allow us to build partnerships with residents, consultants, and contractors, and to increase the canopy in Cicero as well as address needs of the current canopy.

Our key partners will be the residents of Cicero, the staff in the forestry department, and procured consultants and contractors.

Section 3: Purpose and Need (20 points)

In this section, you will describe your entity's current forestry program and how the proposed projects address a financial or capacity need in your community.

- 1) In 2-3 sentences, describe your current staff capacity and budget for forestry programming.

The Town of Cicero Public Works Department employees 7 dedicated forestry workers. We perform routine maintenance on current trees, and remove dead trees throughout the year. We contract out tree planting to a local landscaper for all new trees. None of the town's employees are certified arborist.

- 2) In 2-3 sentences, describe your community's current challenges (e.g. canopy loss, staff capacity and training, etc.) and reasons why this grant is needed to address these specific challenges.

Cicero is a disadvantaged community that has seen a dramatic loss of canopy through disease, death, and infestation of parkway trees. We also have no certified arborist on staff. This grant is needed to identify areas where more trees are needed, increase quality of life for our residents, and to ensure a successful program moving forward, with qualified staff.

- 3) In 3-5 sentences, describe how the project will address the specific needs of disadvantaged areas in your community.

This grant focuses on areas of your community that are considered disadvantaged by federal tools. [You can view all eligible areas on this map](#), which combines all approved tools to determine eligibility (CJEST, HUD Opportunity Zones, and EJScreen). If you wish, other equity indicators (for example the [CRTI Priority Map](#), American Forest [Tree Equity Score](#)) to talk about the challenges faced by disadvantaged areas of your community. You could e.g. describe how part of your community has high particulate matter per EJScreen and how tree planting would help reduce that. You may choose to consider topics covered in the [Benefits of Trees for Livable Sustainable Communities](#).

According to the Morton Arboretum's GIS MAP, all census tracts of the Town of Cicero are eligible and considered disadvantaged. According to the Chicago Region Tree Initiative data, the Town of Cicero is a "high priority community" and has concerns in all areas of measure, including canopy cover, surface temperature, flood risk, air quality, and vulnerable populations.

This project will directly benefit those residents living in the Town of Cicero. By developing a tree inventory and management plan, we will be able to increase the quality of life for our residents through increased canopy, better maintenance of trees through the management plan, as well as better trained employees, and education on benefits of trees for our residents.

- 4) In 3-5 sentences, explain how your project(s) address goals of the [Justice40 Initiative](#), [Illinois Forest Action Plan](#) (especially Appendix A), the [Ten-Year National Urban and Community Forestry Plan](#), or other applicable plans.

The Justice40 Initiative has a goal for 40% of Federal investments flow to disadvantaged communities. As mentioned above, and tracts in the Town of Cicero are considered disadvantaged. This project addresses the following eligible investment types: climate change, training and workforce development, and remediation and reduction of legacy pollution.

Section 4: Scope of Work (15 points)

In this section, you will provide details about the activities and methods proposed to accomplish your project.

- 1) In 3-5 sentences, tell us the quantifiable scope of your project.
For example, list the number of trees inventoried, the type of management plan to be created, the number of trees to be planted, etc.

The Town expects to inventory all "parkway trees", and all trees on publicly-owned properties, including schools, parks, and municipal-owned land.

The management plan will contain priority areas to plant trees including best practice specifications for planting, a schedule of routine maintenance, recommendations of training for staff, and outreach and education to the community.

The Town expects to plant up to 500 new trees.

- 2) In 2-3 sentences, explain your community's expertise to address technical elements of the project or how you will seek out contractors with adequate expertise.
For example, tell us about your staff qualifications related to trees (e.g. Certified Arborists, etc.) or if you plan to contract out parts of your project, how you plan to identify qualified contractors.

The Town of Cicero does not have a Certified Arborist on staff. We will procure contractors for the inventory, management plan, and planting of trees. We will utilize the Town's procurement policy for formal publication and sealed bids. We will promote the bidding on the Town Website, Local Newspapers, as well as direct emails to known contractors.

- 3) In 3-5 sentences, describe the role, training, and qualifications of any partner organizations, potential volunteers or related groups in disadvantaged areas.
*Partner organizations from disadvantaged communities must be full partners in the project. A **letter of commitment is required to be submitted by each contributing partner organization. A sample letter can be found in Appendix D.***

Potential partner organizations are the Cicero Community Network, Cicero School District 99, and the Cicero Public Library. We will look for our partners to perform community outreach, host information events, and assist with identifying areas in need of trees. These organizations can help us reach at "hard to reach", at-risk, disadvantaged communities.

- 4) In 2-3 sentences explain how your project is designed to increase resiliency to the effects of climate change and other ecosystem stressors.
For example, you could describe how a plan you will write addresses these issues, or how diverse tree planting would help your canopy's resilience in the future.

Even though not required, the Town of Cicero will update their forestry ordinance as part of this project. We are committed to becoming a Tree City USA town. This will also allow for assurances to protect tree canopy, diversity requirements of new planting to increase resiliency in the future, and provide for educational information for residents on climate change and the importance of trees to address quality of life.

Section 5: Leveraged Benefits (20 points)

In this section, you will summarize how the project will provide ongoing environmental benefits and outcomes for disadvantaged areas of your community after the end of this grant.

- 1) In 3-5 sentences, describe how this project goes above and beyond what your community is normally able to achieve.

Projects must be additive, meaning these funds cannot just replace money you would normally spend on urban and community forestry projects.

The Town of Cicero budgets every year for tree maintenance (pruning, removal, and planting). Our budget represents a reactive approach to urban forestry. As a low to middle income community, we do not have the resources to manage a proactive approach to urban forestry. This grant will allow the Town to properly inventory, plan, train, and implement a proactive strategy in the best interests of our residents and environment. The funding will also allow us to increase the amount of trees we can replace or add.

- 2) In 5-8 sentences, describe how the inventory and management plan will be used and regularly updated after the grant period.

The Management plan will be consulted with for any new tree requests. As trees are removed or added, the inventory will be updated by internal staff.

The plan will be reviewed every 5 years, and updated as needed. At each comprehensive plan process, the management plan will also be reviewed and updated.

- 3) In 3-5 sentences, describe how this project fits into your community's long-term goals. *For example, is this project an established goal for your community? Is it tied to a comprehensive, climate, strategic, or other plan in your community?*

This project is tied to both the Town's Comprehensive Plan as well as our Unified Development Code. Both call for increased green space, landscaping plans, street scape improvements, landscape and screening requirements, and flood mitigation.

In 2023, the Town of Cicero went through the America In Bloom program including a town assessment. The recommendations from the AIB advisors are:

1. Develop a Tree Inventory
2. Updating Tree Ordinance
3. Become a Tree City USA Community, and
4. Expand community outreach
5. Increase diversity of tree canopy.

- 4) In 3-5 sentences, describe how you will sustain community engagement from this project after the grant period?

We will sustain community engagement through special events and outreach efforts through our partner organizations.

Section 6: Management Plan Implementation (10)

As described in the RFP, a grant funded, on-the-ground implementation action (tree planting, maintenance, risk mitigation, etc.) in a disadvantaged area of your community is required for all projects. **A portion of your grant funds must be allocated to carry out this implementation action.** In this section, you will explain how your implementation action item will take place.

- 1) In 2-3 sentences, describe the key outcomes for disadvantaged areas in your community. *For example, dead tree removals and replacements in disadvantaged areas have the potential to improve forest health which will ensure more benefits in disadvantaged communities. You may choose to consider topics covered in the [Benefits of Trees for Livable Sustainable Communities](#).*

Replacing not only the canopy of trees lost over the past few years, but increasing the canopy overall has the potential to reduce pollution, improve physical and mental health, reduce energy use over time, reduce urban heat island effect, create habitat for wildlife, and help manage stormwater.

- 2) In 4-5 sentences, describe why you chose this implementation action and why you think it is the best first step to take after completing the management plan and inventory.

According to the New Phytologist Foundation, "numerous studies have demonstrated that the presence of trees and urban nature can improve people's mental and physical health, children's attention and test scores, the property values in a neighborhood, and beyond." Replacing the canopy lost with new, diverse trees is the logical step to implement.

Cicero is a disadvantaged community and social and environmental justice community, showing priority in CJEST, HUD Opportunity Zones, EJScreen, CRTI Priority Map, and the American Forest Tree Equity Score. This project will allow us to work toward meeting those indicators, and increase equity to a disadvantaged community.

Section 7: Budget Details (15 points)

In this section, you will submit, and explain, a proposed budget as part of this application. Please take your time to fill in this table correctly and completely. The dollar amounts you indicate in this table will be a determining factor in how much your project is awarded. For free assistance in filling out this section, you can contact Colette Copic at grants.crti@mortonarb.org

As described in the RFP, a grant funded, on-the-ground implementation action (tree planting, maintenance, risk mitigation, etc.) in a disadvantaged area of your community is required for all projects. **A portion of your grant funds must be allocated to carry out this implementation action.**

Applicants are required to submit a detailed budget that clearly outlines their funding needs for the inventory, management plan, and the associated on-the-ground action they would like to perform in a disadvantaged census tract, such as tree planting or risk reduction (e.g. pruning, dead tree removal, etc.).

While we understand that the specifics of the project may evolve as a result of the planning process, it is important to provide a reasonable estimate of expected outcomes at the time of application. This includes quantifiable metrics, such as the estimated number of trees to be planted, which should be based on your current understanding of costs, needs, and other existing information.

Please note that once grant awards are made, the funding allocation is fixed and cannot be changed. However, we understand that the community-wide project may uncover new insights, challenges, or opportunities that could necessitate adjustments to the on-the-ground action. In such cases, we encourage open communication with our grant administration team to discuss any necessary modifications to the project's outcomes. **Any modification must be proposed and approved in writing. An implementation action in disadvantaged areas is required for all projects to receive final reimbursement.**

The goal of this approach is to ensure that grant recipients have a clear plan and budget in place while allowing for flexibility and adaptation based on the evolving needs and discoveries that may arise during the project.

Budget Table

<p>Item</p>	<p>Grant Funds Requested <i>Total grant funds must not exceed the maximum award amount of \$3,000,000</i></p>	<p>For each section, provide a brief (1-2 sentence or bulleted list) explanation of requested funding <i>For example, what are the supplies you wish to purchase, what services will be used for certain contractors, etc.</i></p>
<p>Personnel / Staff Labor Costs <i>Include all requested personnel (salary) costs for new and existing staff working on deliverables for this grant.</i></p>	<p>\$ 125,000.00</p>	<p>We will use the grant to pay the difference in salary from the current 2 forestry workers that become certified Arborists for the first year. In the future, the Town will budget for the certified Arborists. We will hire 2 new forestry workers and pay their salary from this grant. When the grant expires, the Town will budget for these additional workers.</p>
<p>Fringe Benefits <i>Include all fringe costs for new or existing staff working on deliverables for this grant (fringe costs are benefits related to employment, e.g. insurance, etc.)</i></p>	<p>\$ 60,000.00</p>	<p>We will hire 2 New Forestry Workers to ensure the management plan going forward is not only completed, but put into practice. The fringe benefits of these new employees will be charged to this grant for their 1st year. Moving forward, the Town will budget for these additional workers.</p>
<p>Contracted Services <i>This is funding you plan to give to a vendor or contractor to complete a service as part of the project.</i></p> <p><i>You are encouraged to attach any estimates you've received to your application.</i></p>	<p>\$ 75,000.00</p>	<p>We will employ the services of consultants and contractors for the Tree Inventory, Management Plan, Ordinance Update.</p>

262

Item	Grant Funds Requested <i>Total grant funds must not exceed the maximum award amount of \$3,000,000</i>	For each section, provide a brief (1-2 sentence or bulleted list) explanation of requested funding <i>For example, what are the supplies you wish to purchase, what services will be used for certain contractors, etc.</i>
Supplies <i>Include any trees, soil, mulch, watering bags, etc.</i> <i>Note: Equipment is NOT allowed. Equipment is nonexpendable, tangible personal property with an acquisition cost greater than \$5,000 per unit and a useful lifespan of more than 1 year.</i>	\$ 250,000.00	Supplies: 250 trees to be purchased and installed by contractors in years 2 and 3 with a 1 year maintenance agreement. We will incorporate fresh soil, mycorrhizae spores, natural mulch, and use watering bags for a minimum of 12 months. These will be installed by contractors.
Other, Including Subawards <i>Subawards are funding you plan to give to a partner organization to complete part of the project.</i> <i>Applicants that pass-through funding (sub-award) for work in disadvantaged communities must pass the match waiver to sub-awardees performing the work.</i> <i>Please identify/explain any other expenses.</i>	\$ 1,200.00	Staff Training and Arborist Certification (X2) Includes ISA Course, Study Guides, and Certification Test.
Grant Request Total	\$ 511,200.00	

263

- 1) In 3-5 sentences, provide an explanation on how you arrived at project costs (e.g., quotes, previous projects).

The estimates above are a mix of information received from previous projects (tree planting), to receiving rough quotes from consultants (inventory, management plan, ordinance update). Cost of training and education was researched on costs of online classes, and estimate amount of classes to prepare for certification of existing forestry workers. Costs for supplies is based on the amount of trees to be planted,

- 2) If you have funding requests in the “Other” Category above, please explain those expenses here in 3-5 sentences.

Cost of training and education was researched on costs of online classes, and estimate amount of classes to prepare for certification of existing forestry workers.

Section 8: Community Engagement and Sharing Knowledge and Outcomes (10 points)

In this section, you will identify the strategies and methods you will take to create sustained, and meaningful participation and engagement from community members in disadvantaged areas.

Commitment letters from participating partner organizations must be attached and should describe that entity's commitment to and role in this project. A sample letter of commitment can be found in [Appendix D](#).

- 1) In 3-5 sentences describe how you will include community involvement during the creation of the management plan.

The Town of Cicero has experience working with CMAP, and other partners in the development of plans, documents, and strategies. A major component of those plans and strategies is community input.

We plan on hosting 2 to 3 in person events to get input from the community as well as educate on the importance of trees for the inventory and management process. We will also utilize on-line surveys to obtain information on community wants, assessment of understanding, and ideas to better reach.

We will also use our partner organizations to help with community involvement and promotion of the program.

- 2) In 2-3 sentences, explain how you will integrate community engagement before, during, and after your project.

For example, will you plan on having educational sessions that talk about the results of your new inventory, or classes on the importance of trees recently planted in your community?

We will produce educational fliers of the Town's updated tree inventory, management plan, and how to order a tree if wanted. We will promote the program on Social Media.

We will also use our partner organizations to help with community involvement and promotion of the program.

- 3) In 5-8 sentences, explain how you plan to implement thoughtful and intentional action steps to work with disadvantaged communities for sustained engagement.
For example, how will you work with community members to ask their opinion, encourage them to co-create with you, and develop buy-in from your residents/visitors? How will you incorporate the information you receive into your decision making?

By utilizing both in person meetings, as well as surveys, we will be able to implement action steps with our disadvantaged community.

We plan on hosting 2 to 3 in person events to get input from the community as well as educate on the importance of trees for the inventory and management process. We will also utilize on-line surveys to obtain information on community wants, assessment of understanding, and ideas to better reach.

The information we receive will be considered in creating the management plan and updated tree ordinance.

- 4) In many communities, there are potential barriers to community engagement. In 3-5 sentences, what intentional efforts to address potential barriers to engagement in disadvantaged areas are you considering?
For example, you may be planning to work with a local community group to help build trust with residents in your community and gain insights into their priorities and values.

In the fall of 2023, Cicero School District 99 held a tree giveaway program with the Metropolitan Water Reclamation District. This program was a success. We plan on utilizing our school districts to help promote this program, and give the students homework to talk to their parents about the importance of trees.

We will also distribute information at the local library, where at risk residents routinely visit. The library will also be a location for one or more of our public meetings due to the proximity to public transportation.

Section 9: Timeline (10 points)

In this section, you will provide an approximate schedule of intermediate steps and major milestones.

The timeline you specify in this application will be used to track your grant progress. Communities will be expected to stick to this timeline as much as possible, so please carefully consider realistic timeframes and potential barriers. Your timeline should help the reviewers to understand:

- clear start and end dates for different phases or milestones of the project,
- that your timeline is realistic and achievable given the resources and time available,
- measurable milestones or checkpoints that will allow for progress tracking, evaluation, and reimbursement,
- your sustained community engagement, especially in disadvantaged areas, and
- who will be responsible for each part of the project, including internal approvals.

A template for your timeline is available [here](#). Please complete your timeline in Microsoft Word or similar program and attach it to your application submission as either a Word Document or PDF. Suggested topics to cover in your timeline include but are not limited to:

- Planning/prep meetings
 - Who from your organization will be involved
 - When will these meetings will take place
- At what point will community engagement will occur and how
- Which steps/actions need to be approved by your Board/Council
- Major project milestones
 - When will you request bids, hire consultants, have a finalized management plan, complete the inventory, plant trees, do maintenance, etc.
 - How long will individual project components take (e.g. inventory completion milestones as listed in the RFP, plan writing, implementation action, etc.)
- Finalizing the project & beyond
 - Reporting/invoicing frequency, final report preparation

Below is an example format for your timeline This format must be used, and a [template](#) is available for

Grant Activities	2024		2025				2026				2027				2028
	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1
[Activity 1 and responsible person(s)/required approvals]		X	X	X											
Major Task 1 – [insert Major Task]		X													
Major Task 2 – [insert Major Task]			X												
Major Task 3 – [insert Major Task]				X											
[Activity 2 and responsible person(s)/required approvals]															
Major Task 1 – [insert Major Task]															
Major Task 2 – [insert Major Task]															
Major Task 3 – [insert Major Task]															
[Activity 3 and responsible person(s)/required approvals]															
Major Task 1 – [insert Major Task]															
Major Task 2 – [insert Major Task]															
Major Task 3 – [insert Major Task]															
[Activity 4 and responsible person(s)/required approvals]															
Major Task 1 – [insert Major Task]															
Major Task 2 – [insert Major Task]															
Major Task 3 – [insert Major Task]															
[Activity 5 and responsible person(s)/required approvals]															
Major Task 1 – [insert Major Task]															
Major Task 2 – [insert Major Task]															
Major Task 3 – [insert Major Task]															
[Activity 6 and responsible person(s)/required approvals]															
Major Task 1 – [insert Major Task]															
Major Task 2 – [insert Major Task]															
Major Task 3 – [insert Major Task]															

A template is available [here](#). Attach your timeline as a Word Document or PDF to your application package.

Section 10: Bonus Points (4 points)

In this section, you score Bonus Points!

Extra points will be awarded for applications that go above and beyond the minimum requirements. Bonuses will require a signed commitment from your Mayor, Executive Director, Board Chair, or other Chief Executive of your governmental entity, to be submitted with the application. This signed commitment can be found at the end of the bonus list.

Some of these bonuses will add additional required deliverables to your grant agreement. **For these bonuses, you must complete the additional requirement to be eligible for reimbursement.**

<p>BONUS: Municipal Applicant commits to becoming a 2023 and 2024 Tree City USA community if not presently recognized or commits to receiving a 2024 and 2025 Tree City USA Growth Award if presently a Tree City USA community.</p> <p>If your municipality has been recognized as a Tree City USA Growth recipient for 10+ years you may submit proof and will also receive this bonus.</p> <p>(Requires a signed commitment from the Mayor or Village President to be submitted with the application).</p> <p>(2 points)</p>	<p><input checked="" type="checkbox"/> Check this box to add this bonus to your project</p>
<p>BONUS: If a municipality and its associated park district both apply, both will receive extra points. Please indicate if your associated park district or municipality intends to apply.</p> <p>(2 points)</p>	

Commitment to add additional grant deliverables: I certify that, according to the above, my organization will comply with our self-selected bonus requirements listed in section 10 of this application. (requires signature of Mayor or Chief Executive). *This page may be electronically signed, or printed, signed, and attached to the application.*

Name: Tom M. Tomschin

Title: Executive Director, Department of Housing

Organization: Town of Cicero

Signature Tom M. Tomschin Digitally signed by Tom M. Tomschin
Date: 2024.02.20 10:50:07 -06'00'

Date _____

Final Instructions

Please be sure to include all of the following in your application. Incomplete applications will not be scored. Once you have completed and collected all of these items, submit it electronically, as one email, it to grants.crti@mortonarb.org with the subject line “[your community’s name] Urban and Community Forestry Grant for Government Entities Grant Application”

Application Checklist	
Cover Letter signed by the Mayor or chief executive	<input checked="" type="checkbox"/>
Section 1: Applicant Background Information	<input checked="" type="checkbox"/>
Section 2: Project Overview	<input checked="" type="checkbox"/>
Section 3: Purpose and Need	<input checked="" type="checkbox"/>
Section 4: Scope of Work	<input checked="" type="checkbox"/>
Section 5: Leveraged Benefits	<input checked="" type="checkbox"/>
Section 6: Management Plan Implementation	<input checked="" type="checkbox"/>
Section 7: Budget Details	<input checked="" type="checkbox"/>
Section 8: Community Engagement and Sharing Knowledge and Outcomes	<input checked="" type="checkbox"/>
Section 9: Timeline	<input checked="" type="checkbox"/>
Section 10: Bonus Points (optional) signed by Mayor or Chief Executive	<input checked="" type="checkbox"/>
Tree Inventory Maintenance Agreement (if applicable) Appendix A	<input checked="" type="checkbox"/>
Tree Planting List (if applicable) Appendix B	<input checked="" type="checkbox"/>
Tree Maintenance Agreement (if applicable) Appendix C	<input checked="" type="checkbox"/>
Letters of Commitment (from partners who you will work with to carry out this project).	<input checked="" type="checkbox"/>

Appendix A. Tree Inventory Maintenance Agreement

Required for all projects.

This Tree Inventory Maintenance Agreement between The Morton Arboretum and the Applicant certifies that regular and effective updates and maintenance will be performed for a period of five years after initial inventory completion, and will comply with the following requirements:

- The tree inventory shall be updated regularly to ensure that it reflects current conditions in the community. Tree data should be updated during cyclical pruning, or on another continuous basis.
- Inventory updates shall reflect new plantings, removals, replacements, pruning/trimming, condition updates, and maintenance recommendations.
- This work may be done in-house, by contractors, or by volunteers. However, everyone who is working on the update, whether as a paid or volunteer service, shall be qualified/certified or adequately trained to do so.
- Tree inventory updates shall result in timely, periodic updates to prioritization and other action items in an accompanying Urban Forest Management Plan, if applicable.

I certify that, according to the above, my organization will comply with tree inventory maintenance requirements. (requires signature of Forestry Department Director or equivalent)

Name: Tom M. Tomschin

Title: Executive Director, Department of Housing

Organization: Town of Cicero

Tom M.
Tomschin

Digitally signed by Tom
M. Tomschin
Date: 2024.02.20
10:50:29 -06'00'

Signature

Date

Appendix B. Tree Planting List

Required for projects that include tree planting. List species you intend to plant, proposed quantities, and any applicable cost estimates. If you wish to change your species selections during your grant term based on availability, new information, cost, etc. please contact your grant administrator for approval.

Species (common name)	Species (botanical name)	Number proposed	Anticipated cost per tree, planted	Notes
Shingle Oak	Quercus imbricaria			
Kentucky Coffee Tree	Gymnocladus dioica			
New Horizon Elm	Ulmus Dividiana			
Accolade Elm	Ulmus japonica Mor			
Skinny Latte Coffee Tree	Gymnocladus dioica			
Skyline Honeylocust	Gleditsia triacantho			
Village Green Zelkova	Zelkova serrata Mus			
Sterling Silver Silver Birch	Tilia tomentosa 'Ste			
Add additional sheets as needed				

Description of Proposed Planting Locations (attach map if applicable)

Primary locations will be the priority areas identified during the inventory/management plan process, as well as resident requests for trees. All locations will be town-owned parkways. This project is "town wide" as all tracts are eligible under this grant proposal.

Statement of Tree Diversity

In 5-7 sentences, describe how the species you plan to plant will help increase the overall species diversity of your urban forest. If the information is available, discuss your current species diversity and how this project will affect it.

This program will replace elm trees that have been nearly eliminated in town, and increase diversification. We are proposing 10 varieties of trees under this program. These trees, will blend into our current inventory, and create interest on each block.

Appendix C. Community Partner Commitment and Tree Maintenance Agreement

Required for projects that include tree planting.

Community Partner Commitments and Tree Maintenance Agreements are required for tree planting projects.

Community Partner Commitment Agreement

This is an agreement between The Morton Arboretum (Arboretum) and a community partner, tree, or grant recipient (Partner) for the completion of a tree planting project and ongoing care of trees provided or purchased through this grant.

The following outlines the responsibilities of the designated Partner:

1. Select species diversity to meet grant requirements.
2. Select species from nurseries that are licensed by the State of Illinois.
3. Contact JULIE (Joint Utility Locating Information for Excavators) (all locations other than the City of Chicago or DIGGER for locations within the City of Chicago) two weeks before the planting event. These organizations check utilities before any digging occurs (811). For sites in the city of Chicago call 811 or 312-744-7000. For sites outside of the city of Chicago call 811 or 1-800-892-0123.
 - a. The landowner must call for utility locates to ensure the proposed planting sites are clear of utility lines.
 - b. Mark the proposed tree locations prior to the JULIE/DIGGER visit.
4. Care of the trees before, during, and post planting is the responsibility of the Partner.
 - a. Ensure that trees are protected during the delivery process so they are adequately covered in transit and watered to ensure the trees do not get dried out.
 - b. Inspect trees upon arrival to make sure stem to root attachment is solid and no damage to bark, branches or roots has taken place. Refuse trees that do not meet these requirements.
 - c. Store the trees in a protected location until they are planted.
 - d. All trees must be watered appropriately, before, during, and after they are planted. The Partner will determine the water source and provide the water for the new trees on the day of planting and thereafter for a minimum of three years.

Tree Maintenance Agreement

This Tree Maintenance Agreement between The Morton Arboretum (Arboretum) and the Community Partner and/or Tree or Grant Recipient (Partner) certifies that the Partner will provide customary and reasonable tree care and maintenance for three years post planting.

The Partner is responsible for mulching and watering the trees appropriately for three years to enable trees to become fully established and thrive. Following are the Partner’s responsibilities:

1. During the growing season approximately 10-15 gallons of water or 1” of water should be applied once weekly to the root ball of newly planted trees unless adequate soil moisture is present.
2. A 2” – 3” layer of organic, wood chip mulch will be maintained in a circular area around the base of the tree that is at least 3 feet in diameter, taking care that the mulch does not touch the trunk of the tree.
3. All tags, rope, and wire will be removed.
4. Trunk wrap may remain in place for the first winter season if necessary for thin-barked trees.
5. If trees are staked, stakes will only be used in windy locations and will be removed after one year.
6. All trees will be monitored for pests or other signs of stress, and conditions will be remedied when appropriate and possible.

I certify that, according to the above Community Partner Commitment Agreement and Tree Maintenance Agreement, I will comply with these requirements. (requires signature of Forestry Department Director or equivalent)

Name: Tom M. Tomschin

Title: Executive Director, Department of Housing

Organization: Town of Cicero

Tom M.
Tomschin

Digitally signed by Tom
M. Tomschin
Date: 2024.02.20
10:52:43 -06'00'

Signature

Date

If you would like tree care tips or tree related information please provide your email below:

ttomschin@thetownofcicero.com

Appendix D. Sample Partner Commitment Letter

This template can be used by your partners to show their commitment to participating in your project. Partners should use their Organization's Letterhead, and edit any text in brackets, and edit any part of this template to fit your project scope and needs.

[Date]

[Recipient Organization's Name]

[Recipient Organization's Address]

Re: Commitment to Support [Project Name] Grant Application in Disadvantaged Communities

Dear [Applicant Organization's Name],

We are delighted to extend our commitment to collaborate with [Your Organization's Name] in supporting the [Project Name] grant application, particularly with a focus on benefiting disadvantaged communities. As a dedicated partner, [Your Organization's Name] is committed to contributing [specific details of support, e.g., financial resources, expertise, in-kind contributions, etc.] to ensure the successful implementation of this impactful project that seeks to address the unique needs of underprivileged populations.

Our organization recognizes the profound impact the [Project Name] is poised to have on [mention the disadvantaged communities, beneficiaries, or relevant stakeholders], and we share your commitment to creating positive change in these areas. We firmly believe that our collaborative efforts will play a crucial role in addressing the challenges faced by these communities and fostering sustainable development. In alignment with our commitment, [Your Organization's Name] pledges to provide the following support:

[Specify the nature and extent of financial support, if applicable, detail any in-kind contributions or resources being offered, and highlight any expertise, technical assistance, or personnel support that will be provided]

This commitment is made with the understanding that our organizations will work closely together to achieve the mutual objectives outlined in the [Project Name], with a specific emphasis on promoting equity and well-being in disadvantaged communities. We are committed to conducting our collaborative efforts with sensitivity to the unique needs, challenges, and strengths of these communities.

We look forward to the opportunity to contribute to the success of the [Project Name] and to make a meaningful impact on the lives of those in disadvantaged communities. Please feel free to reach out to us if you have any questions or require further clarification regarding our commitment.

Thank you for considering our organization as a partner in this endeavor. We are enthusiastic about the prospect of working together to address the specific needs of disadvantaged communities and create lasting positive change.

Sincerely,

[Your Name]

[Your Title]

[Your Organization's Name]

[Your Contact Information]

Activity 4 – Implementation of UFMP Planting Recommendations in Disadvantaged Areas Led by Public Works and Contractors			X	X	X	X	X	X	X	X	X	X	X	X	X	
Major Task – Order Trees							X		X		X		X			
Major Task – Public Meetings on Tree Locations			X				X				X					
Major Task – Advertising, Special Events, and Marketing by Partner Organizations.			X	X			X		X		X		X			
Major Task – Planting						X		X		X		X		X		
Staff Training/Education					X	X	X	X	X	X	X	X	X	X		
Major Task – Planting										X				X		
Activity 5 – Invoicing and Reporting																
Lead by PW Superintendent and Grants Administrator	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
Requires finance office approval																
Major Task 1 – Quarterly reports	X	X	X	X	X	X	X	X	X	X	X	X	X	X		
Major Task 2 – Invoice for milestone – 100% inventory completion					X										278	
Major Task 3 – Invoice for milestone – UFMP completion						X										
Major Task 4 – Invoice for spring planting completion									X				X			
Major Task 5 – Invoice for fall planting completion							X				X				X	
Major Task 6 - Final Invoice															X	
Major Task 7 – Final Report															X	

Dates for Q1: January 1 – March 31.

Dates for Q2: April 1 – June 3.

Dates for Q3: July 1 – September 30.

Dates for Q4: October 1 – December 31



TOWN OF CICERO

4949 W. Cermak Road
Cicero, Illinois 60804

Larry Dominick
TOWN PRESIDENT

February 27, 2023

Morton Arboretum
4100 IL-53,
Lisle, IL 60532

279

Re: Commitment to Support Tree Inventory and Management Plan Grant Application


Dear Morton Arboretum,

The Town of Cicero is both excited and grateful for the opportunity to apply for the Tree Inventory and Management Plan grant. Our town has seen a loss of tree canopy over the years, and we are committed to increasing the canopy to be enjoyed for years to come.

As temperatures continue to rise and flash flooding events increase, the importance of a thriving urban forest are even higher. Cicero is a low to moderate income community, and our residents look for a higher quality of life; I believe if awarded this grant, we can increase the quality of life for our neighbors.

Thank you for considering our organization as a grant recipient. I hope you agree that we have put together a thorough proposal, and we are in compliance with grant requirements. We are enthusiastic about the prospect of being awarded this grant to create lasting positive change through urban forestry.

Sincerely,



Larry Dominick
Town President



CICERO SCHOOL DISTRICT 99

5110 WEST 24TH STREET
Tel. (708) 863-4856

CICERO, ILLINOIS 60804
Fax (708) 863-1065

February 20, 2024

Town of Cicero
4949 W. Cermak Road
Cicero, IL 60804

Re: Commitment to Support Tree Inventory and Management Plan Grant Application in Disadvantaged Communities

Dear Town of Cicero,

We are delighted to extend our commitment to collaborate with the Town of Cicero in supporting the Tree Inventory and Management Plan grant application, particularly with a focus on benefiting disadvantaged communities.

Our organization recognizes the profound impact the Tree Inventory and Management Plan is poised to have on the residents of the Town of Cicero, and we share your commitment to creating positive change in these areas. We firmly believe that our collaborative efforts will play a crucial role in addressing the challenges faced by these communities and fostering sustainable development.

In alignment with our commitment, Cook County School District #99 pledges to provide the following support:

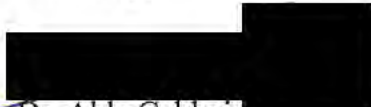
1. Hosting in person events,
2. Sharing information on social media,
3. Providing staff to assist at events,

This commitment is made with the understanding that our organizations will work closely together to achieve the mutual objectives outlined in the Tree Inventory and Management Plan, with a specific emphasis on promoting equity and well-being in disadvantaged communities. We are committed to conducting our collaborative efforts with sensitivity to the unique needs, challenges, and strengths of these communities.

We look forward to the opportunity to contribute to the success of the Tree Inventory and Management Plan and to make a meaningful impact on the lives of those in disadvantaged communities. Please feel free to reach out to us if you have any questions or require further clarification regarding our commitment.

Thank you for considering our organization as a partner in this endeavor. We are enthusiastic about the prospect of working together to address the specific needs of disadvantaged communities and create lasting positive change.

Sincerely,



Dr. Aldo Calderin
Superintendent of Schools
Cicero School District 99
acladerin@cicd99.edu
708.863.4856



Cicero Public Library

5225 W. Cermak Road • Cicero, IL 60804 • 708.652.8084 • Fax 708.652.1668

Sandra M. Tomschin

Director

February 20, 2024

Town of Cicero
4949 W. Cermak Road
Cicero, IL 60804

Re: Commitment to Support Tree Inventory and Management Plan Grant Application in Disadvantaged Communities

Dear Town of Cicero,

We are delighted to extend our commitment to collaborate with Town of Cicero in supporting the Tree Inventory and Management Plan grant application, particularly with a focus on benefiting disadvantaged communities.

Our organization recognizes the profound impact the Tree Inventory and Management Plan is poised to have on the residents of the Town of Cicero, and we share your commitment to creating positive change in these areas. We firmly believe that our collaborative efforts will play a crucial role in addressing the challenges faced by these communities and fostering sustainable development.

In alignment with our commitment, Cicero Public Library pledges to provide the following support:

1. Hosting in person events,
2. Sharing information on social media,
3. Providing staff to assist at events,

This commitment is made with the understanding that our organizations will work closely together to achieve the mutual objectives outlined in the Tree Inventory and Management Plan, with a specific emphasis on promoting equity and well-being in disadvantaged communities. We are committed to conducting our collaborative efforts with sensitivity to the unique needs, challenges, and strengths of these communities.

We look forward to the opportunity to contribute to the success of the Tree Inventory and Management Plan and to make a meaningful impact on the lives of those in disadvantaged communities. Please feel free to reach out to us if you have any questions or require further clarification regarding our commitment.

Thank you for considering our organization as a partner in this endeavor. We are enthusiastic about the prospect of working together to address the specific needs of disadvantaged communities and create lasting positive change.

Sincerely,




Sandra Tomschin
Administrative Director
Cicero Public Library
Stomschin@cicerolibrary.org

708 652-8084

Memorandum

To: Michael T. Del Galdo, Town Attorney

Cc: Honorable Larry Dominick, Town President

From: Jose L. Alvarez, Grants Administrator 

Date: 3/6/24

Subject: Town of Cicero Morton Arboretum Grant Application

Michael,

Please find attached for your review, Town of Cicero Morton Arboretum Grant Application. These grant funds are provided by USDA Forest Service Urban and Community Forestry's allocation from the Inflation Reduction Act, as well as through the IL Department of Natural Resources. The application needs to be processed for approval by President Dominick and the Town Board. The Morton Arboretum grant application in the amount of \$511,200 for the cost of conducting an inventory of public trees within the Town's boundaries, create an Urban and Community Forest Management Plan and to plant an additional 250 trees throughout the community. The information contained in the documents has been reviewed and is accurate to the best of my knowledge. President Dominick and the Town Board approval is appropriate.

Due to time constraints of the funding availability and the preparation of the grant application documentation, the grant applications were submitted prior to the deadline of 3/1/24. It was not ready until then to submit for approval by President Dominick and the Town Board.

Please contact me if you have any further questions at ext. 263 or 708-359-3830.

Thank you,
JLA

RESOLUTION NO. _____

A RESOLUTION RATIFYING A GRANT APPLICATION AND AUTHORIZING AND APPROVING A GRANT AGREEMENT WITH THE ILLINOIS LAW ENFORCEMENT TRAINING AND STANDARDS BOARD 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 Law Enforcement Training Standards Board (the “ILETSB”), has allocated grant funds for the hiring, training, and retention of police officers (the “Program”); and

WHEREAS, the Town’s Grant Administrator submitted an application to ILETSB for the Program; and

WHEREAS, the Cicero Police Department (“CPD”) has been awarded a grant for the Program (the “Grant”), a copy of said grant agreement (the “Agreement”) from ILETSB is attached hereto and incorporated herein as Group Exhibit A; and

WHEREAS, the Town President (the “President”) and the Board of Trustees of the Town (the “Town Board” and with the President, the “Corporate Authorities”) have determined that it is in the best interests of the Town and its residents to ratify the

submission of the Grant application and to authorize and approve the Grant Agreement;
and

WHEREAS, the Corporate Authorities have determined that it is necessary, advisable and in the best interests of the Town to authorize the President and/or his designee to take all steps necessary to effectuate the terms of the Grant and to ratify any steps taken to achieve the goals of this Resolution;

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 ratify the submission of the Grant application and to authorize and approve the Grant Agreement in accordance with its terms, to authorize the President and/or his designee to take all steps necessary to effectuate the terms of the Grant, and to ratify any steps taken to achieve the goals of this Resolution.

**ARTICLE II.
AUTHORIZATION**

Section 3.0 Authorization.

That the Town Board hereby authorizes, approves, and ratifies the submission of the Grant application, authorizes and approves the Grant Agreement, and ratifies any and

all previous action taken to effectuate the intent of this Resolution. The Town Board further authorizes and directs the President and/or his designee to accept, enter into, and approve 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 documents as is deemed necessary.

Section 3.1 Other Actions Authorized.

The officers and employees of the Town shall take all action necessary or reasonably required to give effect to the purpose and intent of this Resolution including, without limitation, the execution and delivery of any documents required to be delivered in connection with the terms of this Resolution. Any and all actions whether past, present or future, performed by officials and/or employees of the Town, in connection with carrying out and consummating the purposes of this Resolution, are hereby, by this reference, authorized, approved and ratified.

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

Section 4.0 Headings.

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

Section 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 _____, 2024, 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 _____, 2024

LARRY DOMINICK
PRESIDENT

ATTEST:

MARIA PUNZO-ARIAS
TOWN CLERK

EXHIBIT A

AmpliFund

Town of Cicero

Prepared by TOWN OF CICERO
for Illinois Law Enforcement Training and Standards Board FY24 Officer Recruitment and Retention Grant Program - Fall

Primary Contact: Jose Alvarez

Opportunity Details

Opportunity Information

CSFA Number

[REDACTED]

CSFA Popular Name

Recruitment & Retention Grants

Title

FY24 Officer Recruitment and Retention Grant Program - Fall

Description

The purpose of this program is to provide financial assistance to units of local government, public institutions of higher education, and qualified nonprofit entities for the purpose of hiring and retaining law enforcement officers.

Awarding Agency Name

Illinois Law Enforcement Training Standards Board

Agency Contact Name

Lenora Burnom

Agency Contact Phone

217-720-6354

Agency Contact Email

ptb.grants@illinois.gov

Opportunity Manager

Lenora Burnom

Opportunity Posted Dates

10/4/2023 - 1/1/2025

Announcement Type

Initial Announcement

Public Link

<https://il.amplifund.com/Public/Opportunities/Details/2b0550ec-9255-43de-a80a-64c0d5dbe1a4>

Funding Information

Total Program Funding

\$10,000,000.00

Funding Sources

State

Funding Source Description

Law Enforcement Recruitment & Retention Fund

Award Information

Award Period

03/01/2024 - 06/30/2026

Award Announcement Date

11/22/2023

Award Type

Competitive

Capital Grant

No

Indirect Costs Allowed

No

Submission Information

Submission Window

10/04/2023 12:00 AM - 11/15/2023 5:00 PM

Submission Timeline Type

One Time

Question Submission Information

Question Submission Email Address

ptb.grants@illinois.gov

Technical Assistance Session

Technical Assistance Session

No

Eligibility Information

Eligibility Type

Public

Eligible Applicants

- Government Organizations
- Education Organizations
- Nonprofit Organizations

Additional Eligibility Information

Applicant Eligibility: In addition to the specific criteria identified below, all applicant agencies and entities must be registered in the Illinois GATA Grantee Portal and be “qualified” as described by the Grant Accountability and Transparency Act Administrative Rules (see 44 Ill. Adm. Code 7000.70).

Eligibility Criteria. Law enforcement agencies and nonprofit entities meeting the following criteria are eligible for financial assistance from the program. The recipient agency must: 1) Be an Illinois law enforcement agency of a unit of local government, or public university that is recognized by the Board, 2) Be an Illinois public institution of higher education, 3) Be a qualified nonprofit entity representing the interests of the law enforcement community capable of encouraging new officer recruitment and retention.

Any applicant that has a duty to comply with the Uniform Crime Reporting Act must be compliant with all such requirements at the time of application or may be tiered down in priority from receiving awards, and) Post-award Compliance. All grant recipients must continue to meet the requirements of the Police Training Act, the Grant Accountability and Transparency Act, and all corresponding administrative rules after award.

Beneficiary Eligibility: N/A

Credentials Documentation: Recipient must have a W-9 on file with Grantor

Additional Information

Additional Information URL

<https://streamlinksoftware.wistia.com/medias/s14dar1vsk>

Additional Information URL Description

The above link is a video about creating an account and registering your organization with the GATA Grantee Portal, and navigating the applicant portal in AmpliFund.

Project Information

Application Information

Application Name
Town of Cicero

Award Requested
\$1,208,500.00

Cash Match Requirement
\$0.00

Cash Match Contributions
\$0.00

In-Kind Match Requirement
\$0.00

In-Kind Match Contributions
\$0.00

Other Funding Requirement
\$0.00

Other Funding Contributions
\$0.00

Total Award Budget
\$1,208,500.00

Primary Contact Information

Name
Jose Alvarez

Email Address
jalvarez@thetownofcicero.com

Address
4949 W Cermak Rd.
Cicero, IL 60804-2461

Phone Number
708-656-3600

Project Description

Uniform Grant Application - Applicant Completed Section

Applicant Information

Legal Name (Name used for UEI registration and grantee pre-qualification)

Town of Cicero

Common Name (DBA)

Cicero

Employer/Taxpayer Identification Number (EIN, TIN)

36-6005833

Unique Entity Identifier (UEI) Number

LE8EBPHCZ5Z9

GATA ID (assigned through the grantee portal)

679819

SAM Cage Code

4XJS2

Applicant's Organizational Unit

Department Name

Police Department

Division Name

Police Department

Applicant's Name and Contact Information for Person to be Contacted for Program Matters involving this Application

First Name

Jose

Last Name

Alvarez

Suffix

Title

Grant Administrator

Organizational Affiliation

Administrator

Telephone Number

708-656-3600

Fax Number

Email Address

Jalvarez@thetownofcicero.com

Applicant's Name and Contact Information for Person to be Contacted for Business/Administrative Office Matters involving this Application

First Name

Jose

Last Name

Alvarez

Suffix

Title

Grant Administrator

Organizational Affiliation

Administrator

Telephone Number

708-656-3600

Fax Number

Email Address

Jalvarez@thetownofcicero.com

Applicant's Project

Description Title of Applicant's Project

Town of Cicero recruitment and retention

Proposed Project Term Start Date

11/22/2023

Proposed Project Term End Date

11/1/2025

Applicant Certification

By signing this application, I certify (1) to the statements contained in the list of certifications* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil or administrative penalties. (U.S. Code, Title 18, Section 1001)

(*) The list of certification and assurances, or an internet site where you may obtain this list is contained in the Notice of Funding Opportunity. If a Notice of Funding Opportunity (NOFO) was not required for the award, the state agency will specify required assurances and certifications as an addendum to the application.

Applicant Certification

I agree

AmpliFund

W-9 Collection

Upload a copy of your most recent W-9 form here.

2022 W-9 Town of Cicero.pdf

W-9 Address: Please verify the address listed on your most recent W-9 form.

4949 W Cermak Road, Cicero IL 60804

Grantee (your organization) is Doing Business as a (Please select one)

Governmental Unit

General Application Information

Recruitment & Retention Grant General Information

Authority

Public Act 102-755 allows the Illinois Law Enforcement Training Standards Board to make grants from the Law Enforcement Recruitment and Retention Fund to award grants to units of local government, public institutions of higher education, and qualified nonprofit entities for the purpose of hiring and retaining law enforcement officers. Agencies must abide by all requirements contained in the State Finance Act, the Grant Accountability and Transparency Act, and the Police Training Act and must complete all reports and requirements if they receive monies from this grant program.

Name of Entity:

Town of Cicero

Address:

4949 W Cermak Rd. Cicero, IL 60804

Name of individual completing this application

Jose Alvarez

Email address

Jalvarez@thetownofcicero.com

Telephone

708-656-3600

Proposal

Eligible applicants may submit proposals for consideration identifying the creation and process of implementation of a program that meets at least one of these formats:

- 1) **Recruitment campaigns:** Funds may be used to support media campaigns intended to reach eligible candidates and encourage consideration of careers in law enforcement.
- 2) **Internal recruitment efforts:** Funds may be used to support agency level efforts designed to promote recruitment, increase the diversity of applications, encourage recently trained officers to stay with their original agency, improve the quality-of-life for officer employees, study the reasons for officer departure and recruitment complications, and retain the services of recruitment specialists.
- 3) **Program to increase hiring in underserved areas:** Funds may be used to provide bonuses to supplement the salaries of long-serving and newly hired officers in agencies that have experienced at least a 10% staff reduction over the last 5 years.
- 4) **Program for retaining officers in underserved areas:** Funds may be used to provide bonuses specifically to officers who completed a full-time basic training academy in the last 3 years for the purpose of encouraging these officers to remain with their original agency for 1, 2, and 3 years respectively. Agencies that demonstrate a history of losing officers within the first two years after completing an academy shall have priority over others.
- 5) **Scholarship grants to community colleges:** Funds may be issued to community colleges for promotional efforts encouraging application to the ILETSB Intern Program. Funds may be provided as scholarships to cover the costs of the intern program,
- 6) **Other recruitment and retention efforts:** All other proposals submitted by eligible entities will be considered for award if they align with the objectives of the grant program and can

comply with all other eligibility and award requirements.

Please briefly describe your proposal and indicate which of the items above are addressed.

The Cicero Police Department is facing issues in retention of police officers. Specifically, we see officers who decide to separate from our department to seek a job at another less "street active" police department, police officers leave the profession for a safer and more hospitable professional opportunity. We also see, officers who desire to pursue other work entirely out of law enforcement profession and Attrition motivated by the loss of officers to law enforcement competitors offering more lucrative benefits, financial benefits, or better working conditions. We have also found that officer morale is repeatedly cited as a key driver of resignations within the profession and not viewing police work as a viable employment option.

Through department data we have seen that in October 2018 we had 156 officers on. Fast forward to 2023, we currently have 137 officers. In the last 3 years we have had 39 new officers who have stayed, 98 of our officers have more than 3 years on. The current officer staff level has shown a greater than 10% drop over the last 5 years. As well as the number of officers being on staff for less than 3 years. The Cicero Police Department is looking to use this funding opportunity to focus on both the retention and recruitment of our officers. Understanding the demand and safety risk of this job, we want our officers to feel as valuable as they truly are. If awarded, we will use the funds for

1. A lateral referral program: current department officers who refer a new applicant, whether a lateral applicant or entry-level applicant, can receive a monetary incentive of \$2500 if the referred applicant. We would like to offer that incentive to 39 new hires.

2. Next, we are looking to address our retention rates by providing the following incentives to stay with the department: A current Cicero Police Officer who has been hired in 2023 and afterward and remains with the Department can receive the following incentives to stay: Completes their probation (18 Months) =\$2500, Completes 2 years = another \$2500, Completes 3 years =\$5000.

3. We would also like to have team recruitment campaigns to engage with potential officers and get word out about our opportunities. Our department recently established a recruitment team that, if awarded, these funds would be used towards. The campaigns will also need proper marketing that we have budgeted for, to have resources on hand to share with our community. These efforts are put forth as the recruitment aspect of our project.

4. Due to the over 10% loss of the officer staff, Cicero PD would like to compensate long-serving officers to incentivize the officers to stay on the force.

What is the requested dollar value of your proposal?

\$1,208,500.00

Please upload your proposal here:

Recruitment & Retention Proposal - Cicero.pdf

Demographic Requirements

Is your agency subject to the requirements of the Uniform Crime Reporting Act?

- Yes
 No

If you are subject to the UCRA, are you:

- Fully Compliant
 Partially Compliant
 Not at all Compliant

How many law enforcement officers are estimated to be affected by the underlying proposal?

137

The crime rate in jurisdictions affected by the proposal (as identified by the Illinois State Police)?

2,750 per 100,000 residents

Whether or not the law enforcement agencies affected in the proposal received revenue from red light and or speed enforcement cameras within the last three years?

- Yes
 No

Reporting

As a condition for receiving funds under this grant program, you will be required to submit quarterly reports indicating how

the awarded funds have been utilized. Do you acknowledge this requirement?

- Yes
- No

Annual Reporting

After receiving an award, each grant recipient shall collect and submit the following data to the Illinois Law Enforcement Training Standards Board, before May 1st of the following calendar year:

- 1) A description of the funds expended indicating the purpose and awarded amount for each program.**
- 2) An accounting of all funds expended related to the proposal and award.**
- 3) An analysis of the effects of the program indicting the number of officers affected, the amount spent per officer, the number of officers recruited or retained due to the program.**
- 4) A performance evaluation of the program indicating its success rate and whether or not the program should be extended or terminated.**

Do you acknowledge this annual reporting requirement as a conditon to receiving funds from this grant program?

- Yes
- No

Budgetary Requirements

In the next step of this application, you will fill out your pre-award budget in the budget section.

Please use the appropriate budget category that corresponds to the items included in your proposal.

Ensure that your budget line items are equal to what you entered in the application forms.

Confirm that you have read and understand the above before submitting your budget.

- Yes
- No

Budget

Proposed Budget Summary

Expense Budget

	Grant Funded	Non-Grant Funded	Total Budgeted
4. Equipment (2 CFR 200.439)			
Recruitment Team	\$25,000.00	\$0.00	\$25,000.00
Subtotal	\$25,000.00	\$0.00	\$25,000.00
14. Other or Miscellaneous Costs			
Lateral Referral Program	\$50,000.00	\$0.00	\$50,000.00
Long serving officer incentive	\$784,000.00	\$0.00	\$784,000.00
Recruitment team incentive	\$22,500.00	\$0.00	\$22,500.00
Recruitment Team OT	\$15,000.00	\$0.00	\$15,000.00
Retention 3 years serviing	\$312,000.00	\$0.00	\$312,000.00
Subtotal	\$1,183,500.00	\$0.00	\$1,183,500.00
Total Proposed Cost	\$1,208,500.00	\$0.00	\$1,208,500.00

Revenue Budget

	Grant Funded	Non-Grant Funded	Total Budgeted
Grant Funding			
Award Requested	\$1,208,500.00		\$1,208,500.00
Subtotal	\$1,208,500.00		\$1,208,500.00
Non-Grant Funding			
Cash Match		\$0.00	\$0.00
In-Kind Match		\$0.00	\$0.00
Other Funding and Contributions		\$0.00	\$0.00
Subtotal		\$0.00	\$0.00
Total Proposed Revenue	\$1,208,500.00	\$0.00	\$1,208,500.00

Proposed Budget Detail

See attached spreadsheet.

4. Equipment (2 CFR 200.439)

Equipment is defined as an article of tangible personal property that has a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. An applicant organization may classify equipment at a lower dollar value but cannot classify it higher than \$5,000. (Note: Organization's own capitalization policy for classification of equipment can be used). Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Rented or leased equipment costs should be listed in the Contractual Services category.

Recruitment Team

Recruitment Team Equipment, Media, table, presentation backdrop, travel & recruitment supplies = \$25,000 (total for the duration of the grant)

14. Other or Miscellaneous Costs

This category contains items not included in the previous categories. List items by type of material or nature of expense, break down costs by quantity and cost per unit if applicable, state the necessity of other costs for successful completion of the project and exclude unallowable costs (e.g.. Printing, Memberships & subscriptions, recruiting costs, etc.)

Lateral Referral Program

RECRUITMENT Lateral referral Program-if an officer makes a referral to an applicant to the department for testing, completes the hiring process, completes Training & Probation- Incentive bonus to officer \$2500. (20) Twenty officers X \$2500=\$50,000

Long serving officer incentive

Long serving Officers more than 3 years serving-An Officer remains on the department Additional year 1= \$2,000 Additional year 2= \$2,500 Additional year 3= \$3,500 Total= \$8,000 Up to (98) Ninety -eight officers X \$8,000= \$784,000

Recruitment team incentive

Recruitment team incentive: \$1,500 per year (for the duration of grant) – 5 members = \$7,500 each year of the grant (\$22,500)

Recruitment Team OT

Recruitment Team OT @ \$15,000 (\$5,000 per year of the three years)

Retention 3 years serving

RETENTION less than 3 years serving-An Officer remains on the department – Past 1 year = \$2,000 Past 2 years = \$2,500 Past 3 years = \$3,500 Total = \$8,000

AmpliFund

Performance Plan

Town Introduction:

The Town of Cicero is located in Cook County, Illinois. Our town is 5.9 square miles, with a population of 81,919 people and 25,983 housing units. The median household income is \$57,495 and poverty rate are 17.70%. Our demographic is as follows: 87.7% Hispanic or Latino, 28.5% White alone, 8.5% White alone, not Hispanic or Latino, 3.2% Black or African American, 0.6% American Indian and Alaska Native alone, and 0.6% Asian alone.

Crime Rate:

Cicero is in the 10th percentile for safety. The rate of crime in a standard year is 51.71 per 1,000 residents.

Violent Crime Rates:

Crime Type	Crime Rate
Assault	2.514
Robbery	2.844
Rape	0.5001
Murder	0.0432
Total Violent Crime	5.901

Property Crime Rates

Crime Type	Crime Rate
Theft	12.58
Vehicle Theft	9.512
Burglary	4.534
Arson	0.1270
Total Property Crime	26.76

Other Crime Rates:

Crime Type	Crime Rate
Kidnapping	0.2835
Drug Crimes	14.02
Vandalism	3.460
Identity Theft	1.268
Animal Cruelty	0.0170
Total "other" Rate	19.05

Problem:

The Cicero Police Department is facing issues in retention of police officers. Specifically, we see officers who decide to separate from our department to seek a job at another less “street active” police department, police officers leave the profession for a safer and more hospitable professional opportunity. We also see, officers who desire to pursue other work entirely out of law enforcement profession and Attrition motivated by the loss of officers to law enforcement competitors offering more lucrative benefits, financial benefits, or better working conditions. We have also found that officer morale is repeatedly cited as a key driver of resignations within the profession and not viewing police work as a viable employment option.

Through department data we have seen that in October 2018 we had 156 officers on. Fast forward to 2023, we currently have 137 officers. In the last 3 years we have had 39 new officers who have stayed, 98 of our officers have more than 3 years on. The current officer staff level has shown a greater than 10% drop over the last 5 years. As well as the number of officers being on staff for less than 3 years.

Cicero Police Department Personnel Hiring & Departure History:

For the dates of January 1, 2020, to November 9, 2023

(69) Sixty-nine officers were hired

(87) Eighty-seven officers departed

For the dates of January 1, 2021, to November 9, 2023

(58) Fifty-eight officers were hired

(71) Seventy-one officers departed

Officers hired during 2023 (9) Nine officers.

Need to hire (20) twenty officers in the next three years to achieve a fully staffed department of 161 police officers.

Solution:

The Cicero Police Department is looking to use this funding opportunity to focus on both the retention and recruitment of our officers. Understanding the demand and safety risk of this job, we want our officers to feel as valuable as they truly are. If awarded, we will use the funds for

1. A lateral referral program: current department officers who refer a new applicant, whether a lateral applicant or entry-level applicant, can receive a monetary incentive of \$2500 if the referred applicant. We would like to offer that incentive to 39 new hires.
2. Next, we are looking to address our retention rates by providing the following incentives to stay with the department: A current Cicero Police Officer who has been hired in 2023 and afterward and remains with the Department can receive the following incentives to

stay: Completes their probation (18 Months) =\$2500, Completes 2 years = another \$2500, Completes 3 years =\$5000.

3. We would also like to have team recruitment campaigns to engage with potential officers and get word out about our opportunities. Our department recently established a recruitment team that, if awarded, these funds would be used towards. The campaigns will also need proper marketing that we have budgeted for, to have resources on hand to share with our community. These efforts are put forth as the recruitment aspect of our project.
4. Due to the over 10% loss of the officer staff, Cicero PD would like to compensate long-serving officers to incentivize the officers to stay on the force.

Budget Breakdown:

RECRUITMENT Lateral referral Program-if an officer makes a referral to an applicant to the department for testing, completes the hiring process, completes Training & Probation- Incentive bonus to officer \$2500.

(20) Twenty officers X \$2500=\$50,000

RETENTION less than 3 years serving-An Officer remains on the department –

Past 1 year = \$2,000

Past 2 years = \$2,500

Past 3 years = \$3,500

Total = \$8,000

Up to (39) Thirty-nine officers X \$8,000= \$312,000

Long serving Officers more than 3 years serving-An Officer remains on the department

Additional year 1= \$2,000

Additional year 2= \$2,500

Additional year 3= \$3,500

Total= \$8,000

Up to (98) Ninety -eight officers X \$8,000= \$784,000

RECRUITMENT TEAM: Recently established

Team Campaigns

Recruitment team incentive: \$1,500 per year (for the duration of grant) – 5 members = \$7,500 each year of the grant (\$22,500)

Recruitment Team OT @ \$15,000 (\$5,000 per year of the three years)

Recruitment Team Equipment, Media, table, presentation backdrop, travel & recruitment supplies = \$25,000 (total for the duration of the grant)

Recruitment team total= \$62,500.00

TOTAL GRANT REQUEST= \$1,208,500.00

All of these numbers are scalable based on funding availability.

Conclusion:

Respectfully, we ask that you consider the Cicero Police Department for the ILETSB Recruitment and Retention grant program. We direly need the funds to give the support needed to our recruitment and retention efforts. Our officers are what keep us running and to be able to provide them with the proper resources to be hired and retained is of high importance to our department.

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. TOWN OF CICERO</p> <p>2 Business name/disregarded entity name, if different from above</p> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input checked="" type="checkbox"/> Other (see instructions) ▶ Local Unit of Government</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) <u> 3 </u></p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions. 4949 W Cermak Road</p> <p>6 City, state, and ZIP code Cicero, IL 60804</p> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> </tr> </table>								
or								
Employer identification number								
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 12.5%; border: 1px solid black; height: 20px;"></td> <td style="width: 12.5%; border: 1px solid black; height: 20px;"></td> <td style="width: 12.5%; border: 1px solid black; height: 20px;"></td> <td style="width: 12.5%; border: 1px solid black; height: 20px;"></td> <td style="width: 12.5%; border: 1px solid black; height: 20px;"></td> <td style="width: 12.5%; border: 1px solid black; height: 20px;"></td> <td style="width: 12.5%; border: 1px solid black; height: 20px;"></td> <td style="width: 12.5%; border: 1px solid black; height: 20px;"></td> </tr> </table>								

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ _____	Date ▶ October 3, 2022
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Category	Item Type	Name	Description Basis	Fees or Exp Position	Salary Amo % of Time
4. Equipme	Direct Cost	Recruitment Team			
14. Other o	Direct Cost	Lateral Referral Program			
14. Other o	Direct Cost	Long serving officer incentive			
14. Other o	Direct Cost	Recruitment team incentive			
14. Other o	Direct Cost	Recruitment Team OT			
14. Other o	Direct Cost	Retention 3 years serviing			

Length of T	Cost Rate	Number of	Quantity	Base	Rate	Non-Grant	Grant-Fund	Cash Match
	\$25,000.00		1			No	#####	\$0.00
1.00	\$2,500.00		20			No	#####	\$0.00
1.00	\$8,000.00		98			No	#####	\$0.00
1.00	\$7,500.00		3			No	#####	\$0.00
1.00	\$5,000.00		3			No	#####	\$0.00
1.00	\$8,000.00		39			No	#####	\$0.00

In-Kind Material Other Fund Direct Cost Narrative Attachments

\$0.00	\$0.00	##### Recruitment Team Equipment, Media, table, presentation backdrop,
\$0.00	\$0.00	##### RECRUITMENT Lateral referral Program-if an officer makes a referral
\$0.00	\$0.00	##### Long serving Officers more than 3 years serving-An Officer remains o
\$0.00	\$0.00	##### Recruitment team incentive: \$1,500 per year (for the duration of grai
\$0.00	\$0.00	##### Recruitment Team OT @ \$15,000 (\$5,000 per year of the three years
\$0.00	\$0.00	##### RETENTION less than 3 years serving-An Officer remains on the depai

travel & recruitment supplies = \$25,000 (total for the duration of the grant)
to an applicant to the department for testing, completes the hiring process, completes Training & Probation in the department Additional year 1= \$2,000 Additional year 2= \$2,500 Additional year 3= \$3,500
nt) – 5 members = \$7,500 each year of the grant (\$22,500)
i)
rtment – Past 1 year = \$2,000 Past 2 years = \$2,500 Past 3 years = \$3,500 Total = \$8,000

ation- Incentive bonus to officer \$2500. (20) Twenty officers X \$2500=\$50,000
Total= \$8,000Up to (98) Ninety -eight officers X \$8,000= \$784,000



**GRANT AGREEMENT
BETWEEN
THE STATE OF ILLINOIS, Illinois Law Enforcement Training Standards Board
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 Law Enforcement Training Standards Board]

[TOWN OF CICERO]

By: _____

Signature of [Head of Grantor], [Title]

By: _____

Signature of Designee

Date: _____

Printed Name: _____

Printed Title: _____
Designee

By: _____

Signature of Authorized Representative

Date: _____

Printed Name: Larry Dominick _____

Printed Title: Town President _____

E-mail: larry@thetownofcicero.com _____

By: _____

Signature of Second Grantor Approver, if applicable

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 Third Grantor Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____

Third 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 11/15/2023 and expires on 06/30/2026 (the Term), unless terminated pursuant to this Agreement.

2.2. Amount of Agreement. Grant Funds shall not exceed \$402,833.00, of which 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**):

2.4. Award Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is , the federal awarding agency is , and the Federal Award date is . If applicable, the Assistance Listing Program Title is and Assistance Listing Number is . The Catalog of State Financial Assistance (CSFA) Number is 569-00-3150 and the CSFA Name is FY24 Officer Recruitment and Retention Grant Program - Fall. If applicable, the State Award Identification Number (SAIN) is 20240439.

**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 :

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 purpose of this program is to provide financial assistance to units of local government, public institutions of higher education, and qualified nonprofit entities for the purpose of hiring and retaining law enforcement officers.

EXHIBIT B

DELIVERABLES OR MILESTONES

Not applicable.

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: Lennora Burnom

Title: Grant Administrator

Address: 500 S. 9th Street, Springfield, IL 62701

GRANTEE CONTACT

Name: Jose Alvarez

Title: Grants Administrator

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: Lennora Burnom	Name: Jose Alvarez
Title: Grant Administrator	Title: Grants Administrator
Address: 500 S. 9th Street, Springfield, IL 62701	Address: 4949 W. Cermak Rd. Cicero, IL 60804
Phone: 217-720-6354	Phone:708-656-3600 ext. 263
TTY#: 866-740-3933	TTY#:
E-mail Address: ptb.grants@illinois.gov	E-mail Address: jalvarez@thetownofcicero.com

EXHIBIT D

PERFORMANCE MEASURES AND STANDARDS

In completing quarterly reports, you will be asked to respond to financial and progress inquiries similar to the following:

Fiscal Information:

- Total Award Amount
- Previously Reported Expenses
- Expenses THIS Period
- Total Spent to Date
- Award Percent Expended
- Remaining Award Amount

Performance analysis:

- Is your performance to date consistent with the expected actions for the objective?
- Do you believe you are on schedule with your goals of meeting the objective?
- Do you believe that the steps taken in the last quarter will support the objective?
- What steps did you take during this reporting period towards the objective?
- What steps have you taken previously toward the objective?
- What steps do you plan to take in the future toward the objective?

EXHIBIT E

SPECIFIC CONDITIONS

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

CQ Section: 03-Financial and Programmatic Reporting
Conditions: Requires development of a plan to correct deficiencies identified in the risk assessment. The state agency may request to review documentation of the plan at its discretion.
Risk Explanation: Medium to high risk increases the likelihood that grant revenues and expenditures will be inaccurate that could result in misreporting, and an abusive environment.
How to Fix: Grantee must submit documentation of implementation of new or enhanced accounting system, mitigating controls or a combination of both.
Timeframe: 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:

During the two-year period of performance, quarterly reports are required of all grantees. Failure to provide these reports may result in a penalty requiring corrective action. 44 Ill. Adm. Code 7000.80

These reports shall be due on the first of January, April, July, and October through the period of performance and until such time as a close-out report is submitted.

The Final / Close-out report is due within 60 days after (a) the final action of performance under this agreement, or (b) termination.

PART THREE –PROJECT-SPECIFIC TERMS

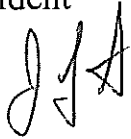
In addition to the uniform requirements in **PART ONE** and Grantor-Specific Terms in **PART TWO**, Grantor has the following additional requirements for this Project:

Any award that includes the distribution of grant funds for recruitment or retention bonuses, stipends, or other similar payments directly to law enforcement officers, must include a provision that ensures the officer remains an employee for a specific period. If the officer fails to remain an employee for this required period, the agency must have some form of recovery in place to ensure the funds are utilized in accordance with the program’s objectives.

Memorandum

To: Michael T. Del Galdo, Town Attorney

Cc: Honorable Larry Dominick, Town President

From: Jose L. Alvarez, Grants Administrator 

Date: 3/6/24

Subject: Town of Cicero Illinois Law Enforcement Training and Standards Board (ILETSB) Grant Application and Agreement

Michael,

Please find attached for your review, Town of Cicero Illinois Law Enforcement Training and Standards Board (ILETSB) Grant Application and Agreement. The application needs to be processed for ratification by President Dominick and the Town Board. The grant agreement needs to be approved as well as signed by President Dominick. The ILETSB grant agreement in the amount of \$402,833.00 is for the purpose of providing financial assistance to the Town of Cicero Police Department for the purpose of hiring and retaining law enforcement officers. The information contained in the documents has been reviewed and is accurate to the best of my knowledge. President Dominick signature and the Town Board approval, is appropriate.

Due to time constraints of the funding availability and the preparation of the grant application documentation, the grant application was previously submitted. The approved and signed agreement needs to be submitted by 3/15/24 per the request of the ILETSB.

Please contact me if you have any further questions at ext. 263 or 708-359-3830.

Thank you,
JLA

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AND APPROVING THE PURCHASE OF SECURITY SYSTEM TECHNOLOGY FROM CURRENT TECHNOLOGIES, 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 Cicero Police Department (the “Department”) is committed to protecting the health, safety, and welfare of the Town and its residents; and

WHEREAS, the Department also provides security oversight for all Town owned properties; and

WHEREAS, the Department has determined that the Town’s security panel access system requires certain upgrades, including the implementation of new, more secure encryption processes for data; and

WHEREAS, Current Technologies Corporation (“the Vendor”) has provided a quote (the “Quote”) for the upgrades of certain security equipment and software (together, the Equipment and Services”), attached hereto and incorporated herein as Exhibit A; and

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

WHEREAS, the Corporate Authorities (as defined below) have determined that it is necessary, advisable, and in the best interests of the Town and its residents to waive any competitive bidding requirement that may be applicable to the purchase of the Equipment and Services by a majority vote; 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 necessary and in the best interests of the Town to authorize and approve the purchase of the Equipment and Services in accordance with the terms of the Quote;

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

**ARTICLE I.
IN GENERAL**

Section 1.0 Findings.

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

Section 2.0 Purpose.

The purpose of this Resolution is to authorize the President or his designee to authorize and approve the purchase of the Equipment in accordance with the terms of the

Quote, to further authorize the President or his designee to take all steps necessary in accordance with this Resolution and to ratify any steps taken to effectuate those goals.

**ARTICLE II.
AUTHORIZATION**

Section 3.0 Authorization.

The Town Board hereby authorizes and approves the purchase of the Equipment and Services in accordance with the terms of the Quote and ratifies any and all previous actions taken to effectuate the intent of this Resolution. The Town Board further authorizes the President or his designee to execute any and all additional documentation that may be necessary to carry out the intent of this Resolution. The Town Clerk is hereby authorized and directed to attest to and countersign any documentation as may be necessary to carry out and effectuate the purpose of this Resolution. The Town Clerk is also authorized and directed to affix the Seal of the Town to such documentation as is deemed necessary. To the extent that the Equipment and Services contained within the Quote are subject to additional competitive bidding requirements, the same is hereby waived.

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

Section 4.0 Headings.

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

Section 5.0 Severability.

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

Section 6.0 Superseder.

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

Section 7.0 Publication.

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

Section 8.0 Effective Date.

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

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

ADOPTED this _____ day of _____, 2024, 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 _____, 2024

LARRY DOMINICK
PRESIDENT

ATTEST:

MARIA PUNZO-ARIAS
TOWN CLERK

EXHIBIT A



CICERO POLICE DEPARTMENT

Dep. Supt. D. Schullo

MEMORANDUM

Memo To: Amanda Wolff
From: Dep. Supt. Dominic Schullo *DSS/105*
Date: 1/29/2024
Subject: Needed Upgrade to ICT OSDP and DesFire Encryption for Access Control System

Current Technologies conducted a report in March of 2023 regarding the Town of Cicero running on S2 ona Weigand Protocol. Current Technologies is recommending an upgrade to an advanced security protocol for the access control system to ICT DesFire 2 on OSDP.

Cicero currently relies on the 26-bit Wiegand protocol. While this protocol has been widely used in the past, its vulnerabilities have become a cause for concern. It is important to proactively address these security gaps by transitioning to a more robust and secure solution.

Therefore, Current Technologies strongly recommends the adoption of the Open Supervised Device Protocol (OSDP) in combination with DesFire encryption for our access control systems.

OSDP is an industry-standard communication protocol that offers advanced security features and improved tamper resistance. It provides secure bidirectional communication, end-to-end encryption, and protects against data manipulation or interception.

Additionally, DesFire encryption is considered one of the most secure encryption methodologies available. By integrating DesFire encryption into the access control system, we can further enhance the protection of sensitive data, prevent unauthorized access, and mitigate the risk of potential security breaches.

Implementing OSDP and DesFire encryption in our access control system will enhance the overall security of the Town of Cicero. It will provide us with a more sophisticated and robust security framework, ensuring the safety of our facilities, assets, and ultimately, the well-being of the community.

Respectfully,

Dominic Schullo#105
D/S Schullo





Town of Cicero

Department of Information Technology
4949 West Cermak Road · Cicero, IL 60804 · 708.656.3600

To: Larry Dominick, Town President
Members of the Town Board of Trustees

From: Amanda Wolff, Director of Information Technology *aw*

Date: January 29, 2024

The IT Department is requesting approval to upgrade our Access Control System. Our current system runs off dated protocols that have created a vulnerability to the Town's security. By implementing newer protocols and encryptions we can close these gaps and create a more secure system for the Town.

Current Technologies has proposed the adoption of OSDP; a communication protocol that has advanced features to safeguard data. With that, the company also recommends upgrading to DesFire encryption, which is considered one of the most secure encryption methodologies available. Combining these methods will provide bidirectional communication and end-to-end encryption, protecting our data and mitigating the risk of security breaches.

Using our current 26-bit Wiegand protocol, a representative from Current Technologies was able to intercept and replicate the data on my access card, and use it to access our building with my credentials. This process took less than 30 seconds to accomplish. It is my recommendation that the Town moves forward with these upgrades in efforts to protect itself from potential security threats and safeguard our environment.

I have attached the quote for the cost of upgrading our current system, provided by Current Technologies.

Thank you for your consideration into this matter. Should you have any questions please do not hesitate to contact me.



Main:

Email: aconejo@midtechsecurity.com

Web: www.currenttech.net

We have prepared a quote for you

S2 Replacement

Quote # CTFL000317
Version 1

Prepared for:

Cicero, Town of

Prepared by:

Current Technologies USA LLC

Hardware

Product Description	Qty	Price	Ext. Price	Tax
ProtegeGX Standard Server License	1	\$1,800.00	\$1,800.00	\$0.00
ProtegeGX 50 Door License	2	\$837.00	\$1,674.00	\$0.00
ProtegeGX 50 Camera License	6	\$867.00	\$5,202.00	\$0.00
tSec 13.56MHz Reader Standard Mullion Black Keypad	17	\$300.00	\$5,100.00	\$0.00
tSec 13.56MHz Reader Standard Mullion Black	92	\$140.00	\$12,880.00	\$0.00
Protege GX Pre-Wired Kit - 12 Doors - Dual Voltage - Altronix Trove	1	\$4,650.00	\$4,650.00	\$0.00
Protege GX Pre-Wired Kit - 4 Doors - Dual Voltage - Altronix Trove	1	\$2,750.00	\$2,750.00	\$0.00
Protege GX Pre-Wired Kit - 2 Doors - Dual Voltage - Altronix Trove	1	\$2,300.00	\$2,300.00	\$0.00
Protege GX Pre-Wired Kit - 8 Doors - Dual Voltage - Altronix Trove	1	\$3,500.00	\$3,500.00	\$0.00
Protege GX Pre-Wired Kit - 8 Doors - Dual Voltage - Altronix Trove	1	\$3,500.00	\$3,500.00	\$0.00
Protege GX Pre-Wired Kit - 2 Doors - Dual Voltage - Altronix Trove	1	\$2,300.00	\$2,300.00	\$0.00
Protege GX Pre-Wired Kit - 14 Doors - Dual Voltage - Altronix Trove	1	\$4,950.00	\$4,950.00	\$0.00
Protege GX Pre-Wired Kit - 8 Doors - Dual Voltage - Altronix Trove	1	\$3,500.00	\$3,500.00	\$0.00
Protege GX Pre-Wired Kit - 6 Doors - Dual Voltage - Altronix Trove	1	\$3,200.00	\$3,200.00	\$0.00
Protege GX Pre-Wired Kit - 8 Doors - Dual Voltage - Altronix Trove	1	\$3,500.00	\$3,500.00	\$0.00
Protege GX Pre-Wired Kit - 8 Doors - Dual Voltage - Altronix Trove	1	\$3,500.00	\$3,500.00	\$0.00
Protege GX Pre-Wired Kit - 4 Doors - Dual Voltage - Altronix Trove	1	\$2,675.00	\$2,675.00	\$0.00
Protege GX Pre-Wired Kit - 8 Doors - Dual Voltage - Altronix Trove	1	\$3,500.00	\$3,500.00	\$0.00
Protege GX Pre-Wired Kit - 4 Doors - Dual Voltage - Altronix Trove	1	\$2,675.00	\$2,675.00	\$0.00
Protege GX Pre-Wired Kit - 8 Doors - Dual Voltage - Altronix Trove	1	\$3,500.00	\$3,500.00	\$0.00

Hardware

Product Description	Qty	Price	Ext. Price	Tax
Protege GX Pre-Wired Kit - 2 Doors - Dual Voltage - Altronix Trove	1	\$2,300.00	\$2,300.00	\$0.00
Protege GX Pre-Wired Kit - 10 Doors - Dual Voltage - Altronix Trove	1	\$4,200.00	\$4,200.00	\$0.00
Protege GX Pre-Wired Kit - 8 Doors - Dual Voltage - Altronix Trove	1	\$3,500.00	\$3,500.00	\$0.00
Labor	1	\$50,000.00	\$50,000.00	\$0.00
			Subtotal:	\$136,656.00

This quote includes the entire replacement of The Town of Cicero's current S2 Access Control, along with the first 2 years of service and maintenance. After the 2nd year of the contract, the cost of Service and Maintenance is \$60,000 per year, for years 3-5. An invoice will be sent in the beginning of year 3, year 4, and year 5 for \$60,000, for the Service and Maintenance.

S2 Replacement

Quote Information:

Quote #: CTFL000317
Version: 1
Delivery Date: 12/12/2023
Expiration Date: 01/09/2024

Prepared for:

Cicero, Town of
 4949 West Cermak Road
 Cicero, IL 60804
 Dominic Schullo

dschullo@thetownofcicero.com

Prepared by:

Current Technologies USA LLC
 Alyssa Conejo
 6309562620
aconejo@midtechsecurity.com

Quote Summary

Description	Amount
Hardware	\$136,656.00
Total:	\$136,656.00

This quote is subject to Current Technologies USA Terms and Conditions located at <https://currentusa.net/terms-and-conditions>. Product and labor orders over \$10,000 require 50% payment up front, 50% due within 15 days of receipt or upon completion of project. If shipping/handling and applicable sales tax are not included in quote, they will be invoiced accordingly. The following items require prepayment in full: Software, Hardware/Software Maintenance Contracts & Support.

Current Technologies USA LLC

Cicero, Town of

Signature: _____

Name: Alyssa Conejo

Title: Sales

Date: 12/12/2023

Signature: _____

Name: Dominic Schullo

Date: _____