
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, JANUARY 23, 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# 2, Manual Checks & Online Payments

B) Payroll

C) Blue Cross & Blue Shield

1) Medical & Stop Loss Premiums

2) HMO Premiums

3) Accidental Death & Dismemberment Premiums

5. **Permits**

A) St. Mary Frances Parish

3

B) Erie Neighborhood House

5

C) Our Lady of Czestochowa & Charity Parish

6

6. **Ordinances**

A) An Ordinance Authorizing And Approving An Intergovernmental Agreement By
And Between The Town Of Cicero And The Metropolitan Water Reclamation District

7

Of Greater Chicago For The Design, Construction, Operation, And Maintenance Of The 2024 Green Alley Paving Project For The Town Of Cicero, County Of Cook, State Of Illinois.

B) An Ordinance Authorizing And Approving An Intergovernmental Agreement Between Cicero Public School District 99 And The Town Of Cicero Regarding President Dominick’s Literacy Program For The Town Of Cicero, County Of Cook, State Of Illinois. 38

7. Resolutions

A) A Resolution Authorizing The Town President To Enter Into A Certain Agreement With Neighborly Software For The Purchase Of Software For The Town Of Cicero, County Of Cook, State Of Illinois. 55

B) A Resolution Authorizing And Approving The Settlement Of Litigation And The Execution Of A Certain Settlement Agreement In The Case *Saul Diaz V. The Town Of Cicero* For The Town Of Cicero, County Of Cook, State Of Illinois. 86

C) A Resolution Authorizing And Approving The Settlement Of Litigation And The Execution Of A Certain Settlement Agreement In The Case *Ruben Perez V. Town Of Cicero* For The Town Of Cicero, County Of Cook, State Of Illinois. 104

D) A Resolution Authorizing And Approving The Settlement Of Litigation And The Execution Of A Certain Settlement Agreement In The Case *Stephen Hendrick V. Town Of Cicero* For The Town Of Cicero, County Of Cook, State Of Illinois. 115

8. Citizen Comments (3 minute limit)

9. Adjournment



January 4, 2024

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

Dear Ms. Punzo-Arias,

St. Mary Frances Parish is seeking approval for a temporary liquor permit from the Town of Cicero for our "St. Valentine's Dance" event to be held at our St. Frances of Rome location on Saturday, February 10, 2024 from 6:30 PM to 11:59 PM.

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

Thank you for your assistance.

Sincerely,



Meg McKinley
Operations Director

cc: Cindy Dembowski, Director, Liquor Commission

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/4/2024

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): 866-829-8486 E-MAIL ADDRESS: cbccerts@gbtga.com		FAX (A/C, No): 855-858-0904
INSURED Catholic Bishop of Chicago 835 N. Rush St. Chicago IL 60611		CATHBIS-01		INSURER(S) AFFORDING COVERAGE
		INSURER A: Underwriters at Lloyd's London		NAIC # 15792
		INSURER B: American Alternative Insurance Corp		19720
		INSURER C: Safety National Casualty Corporation		15105
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 1905833978

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:			[REDACTED]	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 \$ Included \$
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			[REDACTED]	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) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 1,000,000			[REDACTED]	7/1/2023	7/1/2024	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			[REDACTED]	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
A	Liquor Liability			[REDACTED]	7/1/2023	7/1/2024	Occurrence \$1,000,000
B	Liquor Liability			[REDACTED]	7/1/2023	7/1/2024	Occurrence \$9,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 If additional insured status granted herein, coverage afforded by Endorsement 1 issued by Company A above.
 St. Frances of Rome Parish, 1428 S. 59th Court, Cicero, IL 60804

Proof of Insurance for "St. Valentine's Dance" on Saturday, February 10, 2024 (6:30 pm - 11:59 pm) at St. Frances of Rome School Auditorium, 1401 S. Austin Boulevard, Cicero, IL 60804.

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
 [REDACTED]

Dear Town Officials,

I am writing to request your support in providing outreach space for Erie Neighborhood House. As you may already know, Erie is dedicated to empowering our community—Latinx immigrants alongside individuals and families of all backgrounds—through education, access to critical services and advocacy, working together to create a just and inclusive society, and has been serving the community since 1870.

To continue our work, we are in need of a space where we can connect with community members and provide access to our services. We believe that having a physical location in the heart of Cicero would be instrumental in achieving our goals. We are hoping that the town can provide us with a space where we can set up an outreach table and continue to serve the community.

We are asking for space Mondays and Wednesdays from 9:00am-12:00pm.

We understand that there may be limited space available, but we believe that our cause is an important one, and would greatly benefit the community as a whole. We would be happy to work with the town to find a suitable location and would be grateful for any support you can provide in helping us secure a space.

Thank you for your attention to this matter, and we look forward to working with you to achieve our shared goals.

Warmly,

Géla Soona' Hernandez | Community Education and Advocacy Manager

Erie Neighborhood House | 1347 W. Erie Street, Chicago, Illinois 60642

Cell: (773) 837-5666

Pronouns: *They/Them/ Elle/Elles*

Facebook: Erie Neighborhood House | Twitter: @eriehouse





OUR LADY OF CZESTOCHOWA & CHARITY PARISH

ST. MARY OF CZESTOCHOWA CHURCH
OUR LADY OF CHARITY CHURCH

January 16, 2024


Dear Town President and Town Board,

I hope this letter finds you well.

On February 10, 2024, our Hispanic Ministry wants to have a "Valentine's Day Family Dance", during such event we are planning in selling alcoholic beverages, food, and there will be live music; the event will be insured as it is required by the Town of Cicero.

Therefore, we are asking the permission of the Town of Cicero authorities to carry out our Family dance event on February 10, 2024, the event is expected to begin at 7:00 PM and end by 11:59 PM. The location to be used is St. Mary of Czestochowa Social Center located at 5000 W 31st St, Cicero, IL. If permission is granted we will then proceed to request the necessary liquor license from the Town of Cicero, health department, and the Illinois Liquor Commission. Thank you in advance for taking the time to review our request.

Sincerely In Christ,


Rosamar Mallari
Operations Director

3010 S. 48th Ct., Cicero, IL 60804

Telephone: 708.652.0948

Web Site: www.olccparish.com

E-Mail: office@olc-church.org

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE TOWN OF CICERO AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO FOR THE DESIGN, CONSTRUCTION, OPERATION, AND MAINTENANCE OF THE 2024 GREEN ALLEY PAVING PROJECT 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, on November 17, 2004, the Illinois General Assembly passed Public Act 093-1049 (the “Act”), as amended on June 18, 2014 by Public Act 098-0652; and

WHEREAS, the Act declares that stormwater management in Cook County shall be under the general supervision of the Metropolitan Water Reclamation District of Greater Chicago (the “MWRDGC”); and

WHEREAS, one component of the MWRDGC’s stormwater management program includes green infrastructure, which shall hereinafter be defined as the range of stormwater control measures that use plant/soil systems, permeable pavement, stormwater harvest and reuse, or native landscaping to store, infiltrate, and/or evapotranspire stormwater and

reduce flows to sewer systems or to surface waters as more fully set forth at 415 ILCS 56/5;
and

WHEREAS, pursuant to the above, the Town has proposed the construction of permeable pavers in two (2) alleys located at: (1) the 1800 block between 51st Avenue and 50th Court and (2) the 1900 block between 51st Avenue and 50th Court in Cicero, Illinois;
and

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 220/1, *et seq.*) (the “IGA 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 IGA Act authorizes public agencies to enter into intergovernmental agreements with other public agencies; and

WHEREAS, the Town and MWRDGC desire to enter into the intergovernmental agreement (the “Agreement”), attached hereto and incorporated herein as Exhibit A, which establishes the respective responsibilities of the Town and MWRDGC regarding the proposed green infrastructure installations; 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 which establishes the respective responsibilities of the Town and the MWRDGC regarding the installation of the proposed green infrastructure installations 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.

(REMAINDER OF THIS PAGE LEFT INTENTIONALLY 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

MEMO

To: Town of Cicero
4949 W Cermak Road
Cicero, IL 60804

Attn: President & Board of Trustees

From: Tim Geary, P.E., Town Engineer

CC: Maria Punzo-Arias, Clerk, Michael Del Galdo, Town Attorney, #22432

Date: 1/8/2024

Re: MWRD Green Infrastructure (GI) Partnership IGA – 2024 Green Alley Paving Improvements

President & Board of Trustees,

The Metropolitan Water Reclamation of Greater Chicago (MWRD) has awarded the Town Green Infrastructure (GI) Partnership Program funds for the proposed 2024 Green Alley Paving improvement project that will include the construction of green alleys at the following locations:

1. 1800 Block between 51st Avenue and 50th Court
2. 1900 Block between 51st Avenue and 50th Court

The MWRD GI partnership program funding will reimburse the Town for a maximum of 57.2% of the project costs for an amount not to exceed \$355,000.00.

To proceed with this partnership program, the MWRD requires that the attached Cicero/MWRD Intergovernmental Agreement (IGA) be approved by the Town Board. Upon approval by the Town Board, the MWRD will initiate the electronic execution of the IGA (via DocuSign).

Note: The residents on both blocks were also notified last year of this proposed project as they have been patiently waiting for this proposed alley paving improvement project.

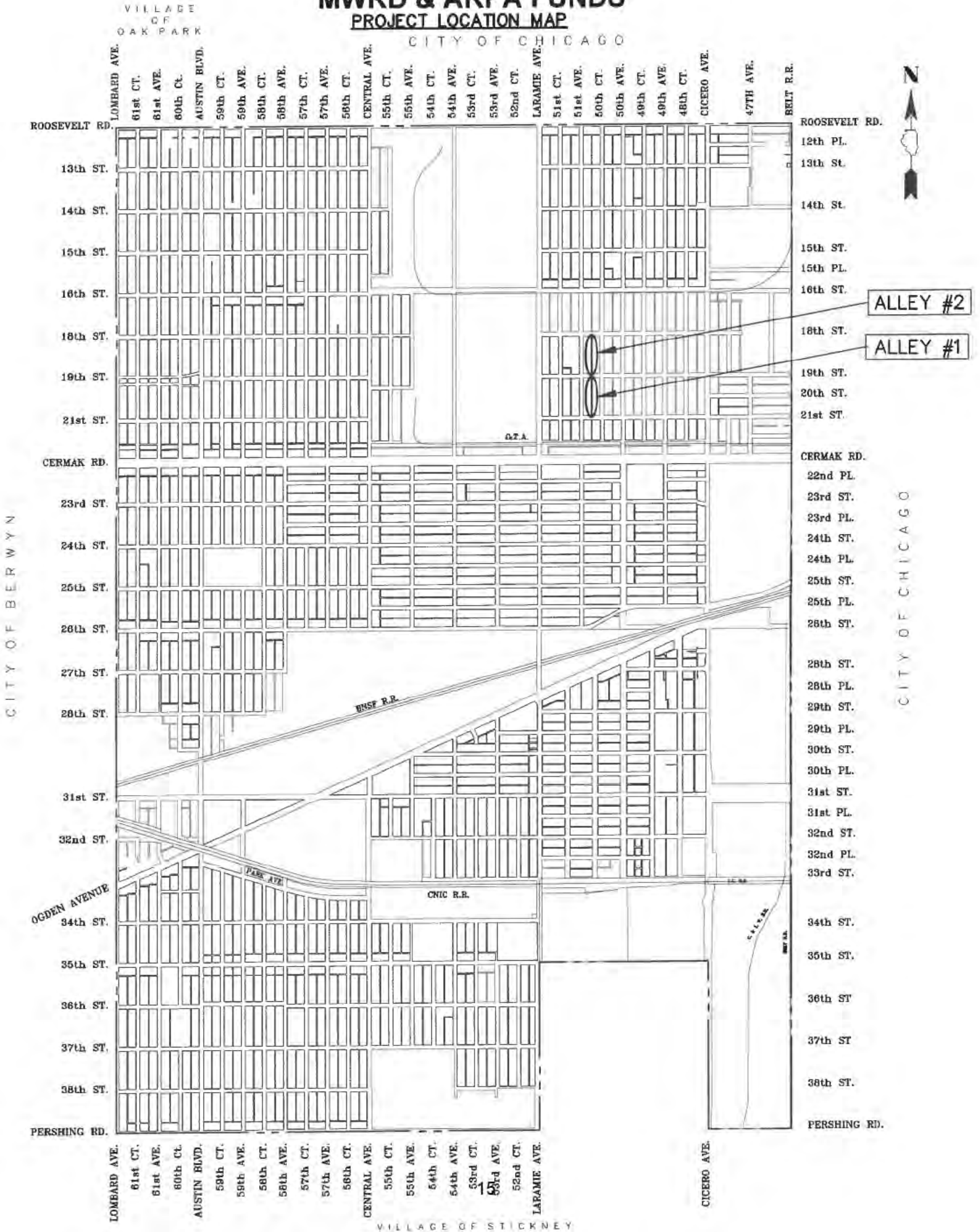
If you should have any questions regarding this project, please feel free to contact me.

Respectfully,



Tim Geary, PE

TOWN OF CICERO, ILLINOIS 2024 GREEN ALLEY PAVING MWRD & ARPA FUNDS PROJECT LOCATION MAP



**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE TOWN OF
CICERO AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF
GREATER CHICAGO FOR THE DESIGN, CONSTRUCTION, OPERATION, AND
MAINTENANCE OF THE GREEN INFRASTRUCTURE ALLEY PAVING
IMPROVEMENTS IN CICERO, ILLINOIS**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is entered into by and between the Metropolitan Water Reclamation District of Greater Chicago (“MWRDGC”), a unit of local government and corporate and body politic organized and existing under the laws of the State of Illinois, and the Town of Cicero (“Town”), an Illinois municipal corporation. Together, the MWRDGC and the Town may be referred to as the “Parties” and each individually as a “Party”.

WITNESSETH:

WHEREAS, on November 17, 2004, Public Act 093-1049 amended the Metropolitan Water Reclamation District Act (“Act”) in various ways; and

WHEREAS, the Act, as amended, declares that stormwater management in Cook County, Illinois is under the general supervision of the MWRDGC; and

WHEREAS, Public Act 098-0652 amended the Act again on June 18, 2014 by specifically authorizing the MWRDGC to plan, implement, and finance activities relating to local stormwater management projects in Cook County, Illinois; and

WHEREAS, one component of the MWRDGC’s stormwater management program includes green infrastructure, which is defined as the range of stormwater control measures that use plant/soil systems, permeable pavement, stormwater harvest and reuse, or native landscaping to store, infiltrate, and/or evapotranspire stormwater and reduce flows to sewer systems or to surface waters as set forth at 33 U.S.C. § 1362 (27); and

WHEREAS, the MWRDGC is committed to implementing a Green Infrastructure Program Plan in conformance with Appendix E, Section II (C) of the consent decree entered into in United States, et al., v. Metropolitan Water Reclamation District of Greater Chicago, Case No. 1:11-cv-08859 (N.D. Ill. 2014), and the MWRDGC’s formal commitment in this Agreement is intended to satisfy that obligation; and

WHEREAS, the Town is located within the boundaries of Cook County, Illinois; and

WHEREAS, pursuant to Division 139 of Article 11 of the Illinois Municipal Code and its home rule authority the Town is empowered to construct and maintain green infrastructure and manage water, sewers, and stormwater within its corporate limits; and

WHEREAS, the Town proposes constructing two (2) permeable alleys using permeable pavers in the following locations in Cicero, Illinois, for the public benefit of reducing flooding and providing green infrastructure in the general area (“Public Benefit”): two (2) successive alleys bounded by 18th Street to the north, 50th Court to the east, 21st Street to the south, and 51st Avenue to the west; and

WHEREAS, the proposed green infrastructure installations at the above-cited location(s) will further the MWRDGC’s goal of informing the public of the value of green infrastructure and will provide the total design retention capacity set forth in Article 2 of this Agreement, which is in addition to any retention capacity that the Town must comply with under local, regional, state, or other regulations for stormwater management; and

WHEREAS, the Town intends to design, construct, operate, maintain, and own the proposed green infrastructure installations; and

WHEREAS, the Town’s plans to construct the proposed green infrastructure installations may be accomplished more effectively, economically, and comprehensively with the Town and the MWRDGC cooperating and using their joint efforts and resources; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, and Section 10 of Article VII of the Illinois Constitution, allow and encourage intergovernmental cooperation; and

WHEREAS, on June 1, 2023, the MWRDGC’s Board of Commissioners authorized the execution of an intergovernmental agreement with the Town; and

WHEREAS, on September 12, 2023, the Board of Trustees of the Town authorized the execution of an intergovernmental agreement with the MWRDGC; and

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the MWRDGC and the Town agree as follows:

Article 1. Incorporation of Recitals

The above recitals are incorporated by reference and made a part of this Agreement.

Article 2. Scope of Work

1. The work contemplated by this Agreement will include design, construction, operation, and maintenance of permeable alleys (“Project”). These improvements are categorized by the MWRDGC as “green infrastructure”.
2. The Town, at its sole cost and expense, will prepare construction drawings, specifications, and details (“Construction Documents”) for the Project.
3. The Project will be constructed to maximize the design retention capacity. The green infrastructure components of the Project will be designed to capture a minimum of twenty-seven thousand nine hundred (27,900) gallons of stormwater in any given rain event.
4. The Project will realize the Public Benefit of helping to alleviate flooding by, among other things, routing runoff from impervious tributary areas to the green infrastructure installation so as to reduce flooding and ponding located within and around the Project area, as shown in Exhibit 1.
5. Upon execution of this Agreement and until commencement of Project construction, the Town will provide monthly updates to the MWRDGC on (1) the status and progress of Project design and (2) the schedule for Bid Advertisement and Award for the Project.
6. The Town will provide the MWRDGC with a copy of thirty percent (30%), sixty percent (60%), and ninety-eight percent (98%) complete Construction Documents for the MWRDGC’s approval as to the Public Benefit. The MWRDGC will review and provide written comments to the Town within thirty (30) calendar days of receipt. The Town will incorporate the MWRDGC’s review comments into the Construction Documents. At the sixty percent (60%) completion stage, the Town will include a report of the geotechnical investigation which must include the infiltration rate of the underlying soil and the depth of the seasonably high ground water level at the Project location. At the ninety-eight percent (98%) completion stage, the Town will include a detailed opinion regarding probable cost of construction and will include

a breakdown of design, construction, construction engineering, and any other Project-related costs incurred or that the Town expects to incur.

7. Upon award of any Project-related construction contracts, the Town will provide monthly updates to the MWRDGC as to (1) construction progress and (2) anticipated timeframes for submission of reimbursement requests, with the final request being submitted no later than sixty (60) calendar days upon final completion of the Project construction. Also, upon award, the Town will provide the following to the MWRDGC: (1) a copy of its bid advertisement, including all newspaper, on-line, or any other media utilized by the Town; (2) a summary or tabulation of bids received; and (3) a copy of the Town's approval, resolution, or equivalent awarding the contract.
8. After construction, the Town will provide the MWRDGC with a copy of as-built drawings and related Project documentation, including any addenda, change orders, stormwater-related shop drawings, and field changes.
9. The MWRDGC retains the discretion to adjust the amount of its reimbursement commitment if, based upon the MWRDGC's review of the final Construction Documents—including any addenda, change orders, shop drawings, or field changes—it determines that the Project will not provide sufficient design retention capacity and the intended Public Benefit.
10. Although the MWRDGC will reimburse the Town for a portion of the Project, the Town bears sole responsibility for the overall cost, expense, and payment for the Project, which the Town will construct in accordance with the final Construction Documents.
11. To the extent practicable, the Town, its agents, contractors, or employees may elect to use the MWRDGC's biosolids in any amendments performed to the soil of the Project area, including but not limited to landscaping. Subject to availability, the MWRDGC will provide biosolids free of charge. The Town may be required to arrange and pay for the transportation necessary to deliver the biosolids to the Project area.
12. The Town will publicly advertise the Project and publicly award all Project-related construction contracts to the lowest responsible bidder as determined by the Town. The Town will consider and act in general accord with the applicable standards of the MWRDGC's Purchasing Act, 70 ILCS 2605/11.1-11.24 (attached to this Agreement as Exhibit 2), when advertising and awarding the construction contracts. The Town will also require a payment bond and performance bond for all Project-related construction contracts in general accord

with the applicable standards of Exhibit 2. The Town may impose more stringent requirements than those contained in Exhibit 2 when awarding Project-related construction contracts, but in no event will the Town's requirements fall below the MWRDGC's applicable general standards. Although the Town need not include Exhibit 2 as part of its bid documents, the Town is responsible for ensuring that these applicable minimum requirements are met.

13. The Town agrees that the Project is a "Covered Project" as defined in the MWRDGC's Multi-Project Labor Agreement for Cook County ("MPLA") (attached to this Agreement as Exhibit 3). As such, the Town agrees to be obligated as the MWRDGC would be in the MPLA and will ensure that the standards and requirements for "Covered Projects" will be met for the Project, as applicable. The Town may impose more stringent requirements than those contained in the MPLA when awarding Project-related construction contracts, but in no event will the Town's requirements fall below the standards for "Covered Projects" detailed in it. Although Exhibit 3 need not be included as part of the Project's bid documents, the Town is responsible for ensuring that its applicable minimum requirements are met.
14. The Town must comply with the applicable portions of the MWRDGC's Affirmative Action Ordinance and Diversity Policies. Revised Appendix D governs Affirmative Action goal requirements for subcontracting with Minority and Women Owned Business Enterprises (attached to this Agreement as Exhibit 4). Appendix V governs the diversity policy requirements for subcontracting with Veteran-owned Business Enterprises (attached to this Agreement as Exhibit 5.) Collectively these goals are referred to as "participation goals".
15. The Town **must** meet the following participation goals applicable to the Project before construction is completed: twenty percent (20%) of the total amount of reimbursement provided by the MWRDGC for the Project must be applied to work performed by Minority-owned Business Enterprises ("MBE") and/or Women-owned Business Enterprises ("WBE").
16. The Town **should** meet the following participation goal applicable to the Project before construction is completed: three percent (3%) of the total amount of reimbursement provided by the MWRDGC for the Project should be applied to work performed by Veteran-owned Business Enterprises ("VBE").
17. The determination as to whether the Town has complied with the requirements of this Agreement by attaining the MWRDGC's participation goals is solely in the MWRDGC's discretion. If the Town fails to attain each goal as determined by the MWRDGC, the

MWRDGC may withhold payments to the Town up to or equal to the dollar amount by which the Town failed to attain the participation goal(s).

18. The Town will provide the MWRDGC access to inspect, with reasonable notice, any records or documentation related to the Town's compliance with the MWRDGC's participation goals and requirements.
19. To evidence compliance with the MWRDGC's participation goals, the Town must submit the following items to the MWRDGC's Diversity Administrator prior to the start of construction: (1) a completed Utilization Plan for MBE/WBE participation, attached to this Agreement as Exhibit 6 and a completed VBE Commitment Form, attached to this Agreement as Exhibit 7 and (2) a current letter from a certifying agency that verifies as appropriate the MBE/WBE/VBE status of each vendor listed as a subcontractor on the MBE/WBE Utilization Plan and VBE Commitment Form. A certification letter will be deemed current so long as its expiration date is after the date of the Utilization Plan or Commitment Form. Failure to timely submit a Utilization Plan, Commitment Form, or certifying letter may result in a payment delay or denial.
20. Together with each and every reimbursement request, the Town must submit to the MWRDGC the following: (1) a MBE/WBE and VBE Status Report ("Status Report"), attached to this Agreement as Exhibit 8; (2) full or partial lien waivers from the participating MBE/WBE/VBE vendors, as applicable; and (3) proof of payment to the participating MBE/WBE/VBE vendors (e.g., canceled checks), as applicable. Failure to submit a Status Report and any supporting documentation may result in a payment delay or denial.
21. The Town will comply with the Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.* Current prevailing wage rates for Cook County are determined by the Illinois Department of Labor and are available on the Illinois Department of Labor's official website. It is the responsibility of the Town to obtain and comply with any revisions to the rates should they change during the construction phase of this Agreement.
22. The Town, at its sole cost and expense, will provide (1) the final design of the Project; (2) land acquisition and remediation, if any; and (3) construction oversight and administrative support for the Project.
23. The Town will submit an Operation and Maintenance Plan ("O&M Plan") for the MWRDGC's review and approval. The O&M Plan will be included as part of this Agreement as Exhibit 9.

At its sole cost and expense, the Town will operate and maintain the Project in accordance with the O&M Plan.

24. The MWRDGC will reimburse the Town for fifty-seven and 20/100 percent (57.2%) (“Maximum Reimbursement Percentage”) of the total construction cost of the Project, but in no event will that amount exceed three hundred fifty-five thousand and 00/100 dollars (\$355,000.00) (“Maximum Reimbursement Amount”). For purposes of this Agreement, “construction” will mean all work necessary to build the Project as depicted in the Construction Documents. The Town will be responsible for securing funding or contributing its own funds for all costs necessary to construct the Project in accordance with the Construction Documents. The Town will be solely responsible for change orders, overruns, or any other increases in the cost of the Project. All funding provided by the MWRDGC will be exclusively to reimburse the Town for construction of the Project.
25. The MWRDGC will disburse funds to the Town in accordance with the following schedule:
 - a. Twenty-five percent (25%) of the Maximum Reimbursement Amount at receipt of reimbursement request for twenty-five percent (25%) completion of construction;
 - b. Twenty-five percent (25%) of the Maximum Reimbursement Amount at receipt of reimbursement request for fifty percent (50%) completion of construction;
 - c. Twenty-five percent (25%) of the Maximum Reimbursement Amount at receipt of reimbursement request for seventy-five percent (75%) completion of construction; and
 - d. Subject to the Maximum Reimbursement Amount, the remaining amount necessary to cover the Maximum Reimbursement Percentage of the total construction cost will be paid upon receipt of invoices for final completion and after final inspection by the MWRDGC.

The Town must submit invoices for the representative percentage of construction within thirty (30) calendar days of meeting its respective completion percentage, through seventy-five percent (75%) completion, and within sixty (60) calendar days of final completion for the final reimbursement cost. However, all invoices must be received no later than December 31, 2024. The MWRDGC will only pay invoices submitted in strict accordance with the foregoing schedule. The MWRDGC may opt not to pay any late reimbursement requests or invoices.

26. The MWRDGC’s Maximum Reimbursement Amount under this Agreement is based on the funding amount that the MWRDGC’s Board of Commissioners approved and appropriated for

the calendar year in which this Agreement is executed. Any additional funding sought from the MWRDGC beyond that which was approved and appropriated for the initial calendar year is subject to the approval of the MWRDGC's Board of Commissioners.

27. The Town is responsible for all other Project costs including engineering, property acquisition, remediation, other design-related costs, construction inspection, and the remainder of the construction cost that is not reimbursed by the MWRDGC.
28. As a condition for reimbursement, the Town must submit copies of construction invoices to the MWRDGC for review along with the respective reimbursement requests.

Article 3. Permits and Fees

1. Federal, State, and County Requirements. The Town will obtain all federal, state, county, and local permits required by law for the construction of the Project and will assume any costs in procuring said permits. Additionally, the Town will obtain all consents and approvals required by federal, state, and county regulations for the construction of the Project and will assume any costs incurred in procuring all such consents and approvals.
2. Operation and Maintenance. The Town will obtain any and all permits necessary for the performance of any operations or maintenance work associated with the improvements to be constructed by the Town in connection with the Project, and in accordance with Article 6 of this Agreement.

Article 4. Environmental Site Assessment

1. The MWRDGC and the Town agree that an environmental site assessment may be completed at the Project site prior to any work being performed in accordance with this Agreement.
2. The MWRDGC will reimburse the Town for the Maximum Reimbursement Percentage of the total cost of the environmental site assessment, but in no event will that amount exceed ten thousand dollars (\$10,000.00).
3. The Town is responsible for contracting with a company to provide the environmental site assessment. The Town must ensure that the company is properly licensed and insured to perform the necessary work.
4. The Town must provide the invoice for the environmental site assessment within ten (10) calendar days of receipt for reimbursement by the MWRDGC.

5. The funds to be provided by the MWRDGC to the Town for the environmental site assessment will be separate and distinct from the funds to be provided for the Project, as described in Article 2 Paragraph 25 of this Agreement.
6. The Town will provide the MWRDGC with a copy of the environmental site assessment report within ten (10) calendar days of receipt for the MWRDGC's review.
7. If, after review of the environmental site assessment report, it is determined that remediation of the Project site is required, the Town and the MWRDGC will meet to determine if it is appropriate for the Project to proceed. If the MWRDGC decides to proceed with the Project, the Town will be responsible for all Project site remediation which must be performed consistent with all applicable state and federal law. If the Town is unwilling or incapable of remediating the Project site, and no alternative plan is feasible, this Agreement will be terminated by the MWRDC.

Article 5. Property Interests

1. If the Project site is located entirely within a right of way, perpetual easement, or on other property represented to be owned solely by and within the Town, prior to execution of this Agreement, the Town must have an enforceable property interest in the Project site and provide proof of that interest to the MWRDGC. If the Project site is situated entirely in a right of way, perpetual easement, or on other property owned solely by and within the Town, and no proof of dedication, perpetual easement, or ownership is available, the Town may request and submit the form affidavit from the MWRDGC, which must be executed by an authorized officer of the Town. Acceptance of the affidavit is at the MWRDGC's discretion. Exhibit 10 appended to this Agreement contains the executed affidavit or, in the alternative, all relevant documentary evidence of dedication, perpetual easement, or ownership.
2. For all surrounding property impacting or being impacted by the Project, prior to starting construction of the Project, the Town will acquire any temporary or permanent easements, license agreements, or fee simple title necessary for access to the Project site, as well as construction and maintenance of the Project. Any property interests acquired by the Town must be consistent with the MWRDGC's right to access the Project to conduct an inspection or perform maintenance as set out in Article 6 of this Agreement.
3. Should acquisition of property interests via condemnation be necessary, the Town will incur all associated costs, including purchase price and easement fees, as well as any attorney's fees.

When necessary, the Town will be required to provide relocation assistance consistent with the obligations of all applicable state and federal law.

4. If it is determined during the design and/or construction phases of the Project, as performed by the Town, that hazardous substances are located in, on, or under the Project site, the Town must notify the MWRDGC in writing within fourteen (14) calendar days of this information becoming available. Following notification, the Town and the MWRDGC will meet to determine if it is appropriate for the Project to proceed. If the MWRDGC decides to proceed with the Project, the Town will be responsible for all Project site remediation which must be performed consistent with all applicable state and federal law. If the Town is unwilling or incapable of remediating the Project site, and no alternative plan is feasible, this Agreement will be terminated by the MWRDC.
5. The Town will record all easements, licenses, or deeds acquired for the Project.
6. The Town will own all the improvements constructed for the Project. Nothing in this Agreement creates an ownership or property interest for the MWRDGC in any part of the Project.
7. The Town may not lease, sell, or transfer the Project site or property owned by the Town that is necessary for construction, maintenance, and access to the Project site, in whole or part, to a third-party during the term of the IGA without the MWRDGC's prior written approval. The Town must provide the MWRDGC with at least sixty (60) calendar days' written notice of the date on which it intends to execute a lease, sell, or transfer the property. Failure to comply with this Paragraph of the Agreement during the construction phase of the Project may result in termination by the MWRDGC pursuant to Article 9 of this Agreement and may require the Town to return all or a portion of the funds received from the MWRDGC, at the MWRDGC's sole discretion. Alternatively, failure to comply with this Paragraph during the maintenance phase of the Project may result in the MWRDGC seeking full or partial repayment of funds provided to the Town from the MWRDGC for the Project, at the MWRDGC's sole discretion.

Article 6. Maintenance

1. The Town, at its sole cost and expense, will maintain the Project in accordance with the MWRDGC-approved O&M Plan for at least twenty-five (25) years and must ensure that the Project perpetually provides the intended Public Benefit or that the Town replaces the Project

after twenty-five (25) years with improvements that provide equal or greater stormwater benefit to the public.

2. The Town must conduct annual inspections to ensure adequate maintenance of the Project in accordance with the O&M Plan approved by the MWRDGC. The Town will prepare a report detailing its annual inspection, observations, and conclusions including whether the Project is operating as designed, functioning, and providing the intended Public Benefit. The annual inspection report must either be stamped by a Professional Engineer licensed by the State of Illinois or signed by the head of the department responsible for maintenance duties. The stamped or signed annual inspection report will be provided to the MWRDGC within thirty (30) calendar days of completion.
3. The MWRDGC will have the right (including any necessary right of access) to conduct its own annual inspection of the constructed Project upon reasonable notice to the Town.
4. In the event of failure of the Town to maintain the Project as described above to the satisfaction of the MWRDGC, the MWRDGC may issue a written notice by certified, registered, or electronic mail to the Town directing the Town to perform such maintenance. If maintenance has not been accomplished on or before thirty (30) calendar days after such notice, the MWRDGC may cause such maintenance to be performed and the Town will pay the MWRDGC the entire cost that the MWRDGC incurred to perform the required maintenance.
5. In addition to Paragraph 4 of this Article, if the MWRDGC determines that the Town has failed to maintain the Project's improvements to provide the intended Public Benefit, the MWRDGC may require the Town to repay some or all of the funding that the MWRDGC provided under this Agreement. The amount of repayment is at the sole discretion of the MWRDGC. However, this paragraph will not apply if, after twenty-five (25) years, the Town replaces the Project with improvements that are deemed by the MWRDGC to have equal or greater Public Benefit.
6. In performing its obligations under this Article, the Town will comply with all access restrictions and notice requirements set forth in the easements, licenses, or deeds recorded pursuant to Article 5 of this Agreement.

Article 7. Notification

1. Bid Advertisement. The Town will provide the MWRDGC with thirty (30) calendar days' notice prior to Bid Advertisement for the Project.

2. Construction. The Town will provide the MWRDGC with a construction schedule and a minimum of seventy-two (72) hours' notice before the following project milestones:
 - Start of work
 - Substantial completion
 - Completion of work

Article 8. Notification to Residents (Public Outreach)

1. The Town will permanently display signs at location(s) in the vicinity of the Project that are present and visible to the community setting forth the following information: “This project is a joint effort between the Town of Cicero and the Metropolitan Water Reclamation District of Greater Chicago, designed to promote the use of green infrastructure as an effective means of stormwater management”. The signs will be maintained by the Town and will include educational information about the benefits of green infrastructure. The MWRDGC will provide examples of signage used for similar projects upon request.
2. The Town will notify the MWRDGC of its intent to hold any ceremonies, public outreach, or educational events related to the Project (e.g. groundbreakings, ribbon cuttings, open houses, community fairs, etc.) at least two (2) weeks prior to the planned event date. The MWRDGC may provide materials or equipment to be used to assist the Town in disseminating Project-related information at these events.

Article 9. Termination

1. Prior to commencement of construction of the Project, the Town may, at its option, and upon giving notice to the MWRDGC in the manner provided in Article 26 of this Agreement, terminate this Agreement as it pertains to the entire Project. The Town will return all Project-related funds received from the MWRDGC no later than fourteen (14) calendar days following its termination of this Agreement.
2. Prior to Bid Advertisement of the Project, the MWRDGC may, at its option, and upon giving notice to the Town in the manner provided in Article 26 of this Agreement, terminate this Agreement as it pertains to the entire Project. The MWRDGC may also terminate this Agreement if: (a) the Town does not award construction of the Project within six (6) months from the date of execution of this Agreement or by October 1, 2024, whichever comes first or (b) the Project is not completed in accordance with the Construction Documents within one (1)

year of the Town's initial award of a construction contract related to the Project or by December 1, 2024, whichever comes first. If the MWRDGC elects to terminate this Agreement based upon either (a) or (b) listed above, the Town must return all funds provided by the MWRDGC within fourteen (14) calendar days of termination. In its sole discretion, the MWRDGC may approve an extension for delays outside the Town's control and where the Town has made good faith efforts to advance the Project.

3. If, pursuant to Article 4 and Article 5 of this Agreement, the Town is unwilling or incapable of remediating the Project site, and no alternative plan is feasible, this Agreement will be terminated by the MWRDC. The MWRDGC will provide thirty (30) calendar days written notice to the Town of intent to terminate. Any funds received by the Town from the MWRDGC must be returned within thirty (30) calendar days of such termination.
4. If during the term of this Agreement, either Party fails to comply with any of the provisions contained in this Agreement, the other Party may seek to terminate this Agreement upon thirty (30) calendar days' written notice. Upon receiving written notice of desire to terminate, the Parties will commence discussion regarding conformance with this Agreement. If a resolution is reached, this Agreement will proceed. If no resolution is reached, this Agreement will be deemed terminated. Within thirty (30) calendar days of such termination, all funds received from the MWRDGC will be returned, unless other arrangements are agreed upon in writing.
5. If it is determined that the Town provided false, incorrect, or misleading information regarding the Project or the funding thereof, the MWRDGC may terminate this Agreement and require the Town to return a portion or all of the Project-related funds received from the MWRDGC no later than fourteen (14) calendar days following termination of this Agreement. The determination as to whether the Town has violated this Paragraph of the Agreement, and the amount of funds to be returned, is solely in the MWRDGC's discretion.

Article 10. Effective Date

This Agreement becomes effective on the date that the last signature is affixed to the signature pages.

Article 11. Duration

Subject to the terms and conditions of Article 9 of this Agreement, this Agreement will remain in full force and effect for perpetuity.

Article 12. Non-Assignment

Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party.

Article 13. Waiver of Personal Liability

No official, employee, or agent of either Party to this Agreement will be charged personally by the other Party with any liability or expenses of defense incurred as a result of the exercise of any rights, privileges, or authority granted in this Agreement, nor will he or she be held personally liable under any term, provision, or paragraph of this Agreement, or because of a Party's execution or attempted execution of this Agreement, or because of any breach of this Agreement.

Article 14. Indemnification

The Town will defend, indemnify, and release from liability the MWRDGC, its Commissioners, officers, employees, and other agents ("MWRDGC Parties") from liabilities of every kind, including losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorney fees and disbursements), claims, demands, actions, suits, proceedings, judgments, or settlements, any or all of which are asserted by any individual, private entity, or public entity against the MWRDGC Parties and arise out of or are in any way related to: (1) design, construction, operation, or maintenance of the Project that is the subject of this Agreement or (2) the exercise of any right, privilege, or authority granted to the Town under this Agreement.

MWRDGC 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 intentional, willful or negligent acts or omissions of MWRDGC or MWRDGC Parties or this Agreement. This Section shall be interpreted as broadly as possible under state and federal law.

Article 15. Representations of the Town

The Town covenants, represents, and warrants as follows:

1. The Town has full authority to execute, deliver, and perform or cause to be performed this Agreement; and
2. The individuals signing this Agreement and all other documents executed on behalf of the Town are duly authorized to sign on behalf of and to bind the Town; and
3. The execution and delivery of this Agreement, consummation of the transactions provided for in this Agreement, and the fulfillment of the terms will not result in any breach of any of the terms or provisions of or constitute a default under any agreement of the Town or any instrument to which the Town is bound or any judgment, decree, or order of any court, governmental body, or any applicable law, rule, or regulation; and
4. The funds allocated by the Town for this Project are separate from and in addition to the funds that the MWRDGC will provide under this Agreement.

Article 16. Representations of the MWRDGC

The MWRDGC covenants, represents, and warrants as follows:

1. The MWRDGC has full authority to execute, deliver, and perform or cause to be performed this Agreement; and
2. The individuals signing this Agreement and all other documents executed on behalf of the MWRDGC are duly authorized to sign on behalf of and to bind the MWRDGC; and
3. The execution and delivery of this Agreement, consummation of the transactions provided for in this Agreement, and the fulfillment of its terms will not result in any breach of any of the terms or provisions of or constitute a default under any agreement of the MWRDGC or any instrument to which the MWRDGC is bound or any judgment, decree, or order of any court, governmental body, or any applicable law, rule, or regulation.

Article 17. Disclaimers

This Agreement is not intended, nor will it be construed, to confer any rights, privileges, or authority not permitted by Illinois law. Nothing in this Agreement will be construed to establish a contractual relationship between the MWRDGC and any party other than the Town.

Article 18. Waivers

Whenever a Party to this Agreement by proper authority waives the other Party's performance in any respect or waives a requirement or condition to performance, the waiver so granted, whether express or implied, will only apply to the particular instance and will not be deemed a waiver for subsequent instances of the performance, requirement, or condition. No such waiver will be construed as a modification of this Agreement regardless of the number of times the performance, requirement, or condition may have been waived.

Article 19. Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not affect any other provisions of this Agreement, and this Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. The remaining provisions will remain in full force and will not be affected by the invalid, illegal, or unenforceable provision or by its severance. In lieu of such illegal, invalid, or unenforceable provision, there will be added automatically as part of this Agreement a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Article 20. Necessary Documents

Each Party agrees to execute and deliver all further documents, and take all further action reasonably necessary, to effectuate the purpose of this Agreement. Upon the completion of the Project, the Town will provide the MWRDGC with a full-sized copy of "As-Built" drawings for the Project. The drawings will be affixed with the "As-Built" printed mark and must be signed by both the Town resident engineer and the contractor.

Article 21. Compliance with Applicable Laws and Deemed Inclusion of Same

1. The Parties agree to observe and comply with all federal, state, and local laws, codes, and ordinances applicable to the Project. Provisions required (as of the effective date) by law, ordinances, rules, regulations, or executive orders to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear in this Agreement or, upon application by either Party, this Agreement will be amended to make the insertions. However, in no event

will the failure to insert such provisions before or after this Agreement is signed prevent its enforcement.

2. The Parties to this Agreement will comply with all applicable federal, state, and local laws, rules, and regulations in carrying out the terms and conditions of this Agreement, including the Equal Opportunity clause set forth in Appendix A to the Illinois Department of Human Rights' regulations, which is incorporated by reference in its entirety as though fully set forth in this Agreement.
3. The Town agrees that it will ensure that all contractors and subcontractors that perform work on the Project are properly registered to transact business with the Illinois Secretary of State, are properly licensed for the work to be performed, and are properly insured at all times while performing work under this Agreement.

Article 22. Entire Agreement

This Agreement, and any exhibits or riders attached hereto, constitute the entire agreement between the Parties. No other warranties, inducements, considerations, promises, or interpretations may be implied that are not expressly set forth in this Agreement.

Article 23. Amendments

This Agreement will not be amended unless it is done so in writing and signed by the authorized representatives of both Parties.

Article 24. References to Documents

All references in this Agreement to any exhibit or document will be deemed to include all supplements and authorized amendments to any such exhibits or documents to which both Parties hereto are privy.

Article 25. Judicial and Administrative Remedies

1. The Parties agree that this Agreement and any subsequent amendments will be governed by, and construed and enforced in accordance with the laws of the State of Illinois in all respects, including matters of construction, validity, and performance. The Parties further agree that the proper venue to resolve any dispute which may arise out of this Agreement is the appropriate court of competent jurisdiction located in Cook County, Illinois.

2. The rights and remedies of the MWRDGC or the Town will be cumulative, and election by the MWRDGC or the Town of any single remedy will not constitute a waiver of any other remedy that such Party may pursue under this Agreement.

Article 26. Notices

1. Unless otherwise stated in this Agreement, all notices given in connection with this Agreement will be deemed adequately given only if in writing and addressed to the Party for whom such notices are intended at the addresses set forth in Article 27 of this Agreement. All notices will be sent by personal delivery, overnight messenger service, first class registered or certified mail with postage prepaid and return receipt requested, or by electronic mail. A written notice will be deemed to have been given to the recipient Party on the earlier of (a) the date it is hand-delivered to the address required by this Agreement; (b) with respect to notices sent by overnight courier service, on the next business day following deposit with the overnight courier; (c) with respect to notices sent by mail, two (2) calendar days (excluding Sundays and federal holidays) following the date it is properly addressed and placed in the U.S. Mail, with proper postage prepaid; or (d) with respect to notices sent by electronic mail, on the date of notification of delivery receipt, if delivery was during normal business hours of the recipient, or on the next business day, if delivery was outside normal business hours of the recipient. In the heading of all notices, the Parties must identify the Project by stating as follows: “IGA between Town of Cicero and the MWRDGC for the Green Infrastructure Alley Paving Improvements 2 in Cicero”.
2. The Parties must address all notices referred to in this Agreement, or that either Party desires to give to the other, as set forth in Article 27 of this Agreement, as applicable, unless otherwise specified and agreed to by the Parties.

Article 27. Representatives

1. Immediately upon execution of this Agreement, the following individuals will represent the Parties as primary contacts and must receive notice in all matters under this Agreement.

For the MWRDGC:
Director of Engineering

For the Town:
Town Engineer

Metropolitan Water Reclamation District
of Greater Chicago
100 East Erie Street
Chicago, Illinois 60611
Phone: (312) 751-7905
Email: oconnorc@mwrdd.org

Novotny Engineering
545 Plainfield Road, Suite A
Willowbrook, IL 60527
Phone: 630-887-8640
Email: tgeary@novotnyengineering.com

AND:
Town of Cicero
Michael T. Del Galdo, Town Attorney
4949 W. Cermak Road
Cicero, IL 60804

2. Each Party agrees to promptly notify the other Party of any change in its designated representative, and provide the new representative's name, address, telephone number, and electronic mail address.

Article 28. Interpretation and Execution

1. The Parties agree that this Agreement will not be construed against a Party by reason of who prepared it.
2. Each Party agrees to provide a certified copy of the ordinance, bylaw, or other authority demonstrating that the person(s) signing this Agreement is/are authorized to do so and that this Agreement is a valid and binding obligation of the Party.
3. The Parties will execute this Agreement in quadruplicate with original signatures, unless the Parties otherwise agree to execute electronically.

Article 29. Exhibits and Attachments

The following Exhibits are attached and incorporated into this Agreement, with amended versions attached, as applicable:

- Exhibit 1:** Project Vicinity Map and Project Conceptual Drawing
- Exhibit 2:** MWRDGC's Purchasing Act, 70 ILCS 2605/11.1-11.24
- Exhibit 3:** MWRDGC's Multi-Project Labor Agreement (Cook County) with Certificate of Compliance (effective date of October 6, 2017) ("MPLA")
- Exhibit 4:** Affirmative Action Ordinance, Revised Appendix D

- Exhibit 5:** Veteran’s Business Enterprise Contracting Policy, Appendix V
- Exhibit 6:** MBE/WBE Utilization Plan
- Exhibit 7:** VBE Commitment Form
- Exhibit 8:** Affirmative Action Status Report
- Exhibit 9:** Operation and Maintenance Plan, Inspection Log
- Exhibit 10:** Project site property interest documents or Affidavit

The Metropolitan Water Reclamation District of Greater Chicago and Town of Cicero have executed this Agreement, by their authorized officers, duly attested and their seals affixed, as of the date of the last signature affixed hereto.

TOWN OF CICERO

By: _____
President Larry Dominick

Date: _____

ATTEST:

Maria Punzo-Arias, Town Clerk

Date: _____

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

Chairman of the Committee on Finance

Date

Executive Director

Date

ATTEST:

Clerk

Date

APPROVED AS TO ENGINEERING AND TECHNICAL MATTERS:

Director of Engineering

Date

APPROVED AS TO FORM AND LEGALITY:

Head Assistant Attorney

Date

General Counsel

Date

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN CICERO PUBLIC SCHOOL DISTRICT 99 AND THE TOWN OF CICERO REGARDING PRESIDENT DOMINICK’S LITERACY PROGRAM 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 Intergovernmental Cooperation Act (5 ILCS 220/1, *et seq.*) (the “Act”) authorizes public agencies, which includes units of local government and school districts, 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, the Town and Cicero Public School District 99 (“District 99” and with the Town, the “Parties”) desire to foster the welfare of the students of District 99 and the residents of the Town by promoting literacy throughout the Town; and

WHEREAS, the Town President (the “President”) and the Board of Trustees of the Town (the “Town Board” and with the President, the “Corporate Authorities”) have established the President’s Office of Literacy and President Dominick’s Literacy Program (collectively, the “Program”) to combat illiteracy within the Town; and

WHEREAS, as part of the Program, the Larry Dominick Reading Club (the “Reading Club”) was established to promote literacy among elementary school students throughout the Town; and

WHEREAS, District 99 is the owner and/or permitted user of certain public school buildings and grounds that are located within the geographical limits of the Town; and

WHEREAS, District 99 has access to students, parents, educators, administrators, sites, vendors, and information that will aid in carrying out and effectuating the goals of the Program and the Reading Club; and

WHEREAS, the Parties desire to promote and foster literacy within the Town and have determined that working together would be efficient, economical, and in the best interests of the students and residents of the Town; and

WHEREAS, there exists an agreement that governs the responsibilities of the Parties with regard to the Program (the “Agreement”), which is attached hereto and incorporated herein as Exhibit A, whereby District 99 has agreed to permit the Town to use certain premises to conduct the Reading Club and/or Program; and

WHEREAS, 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 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 whereby the Parties agree to cooperate and conduct the Program to promote and foster literacy within 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 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. In addition to the foregoing, the President or his designee is hereby given the authority to enter into any and all additional agreements and undertake any additional obligations to allow the Town to operate the Program.

**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.

(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

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT (this "**Agreement**") is made and entered into as of the Effective Date (as defined below) by and between the Town of Cicero, an Illinois municipal corporation (the "**Town**"), and Cicero Public School District 99, a political division of the State of Illinois and an Illinois public school district ("**District 99**"), (collectively, the Town and District 99 may, for convenience only, be hereinafter referred to as the "**Parties**" and each individually as a "**Party**").

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois, adopted in 1970, expressly permits units of government and school districts to contract or otherwise associate among themselves to obtain or share services and to exercise, combine or transfer their powers or functions, in any manner not otherwise prohibited by law or ordinance; and

WHEREAS, the Intergovernmental Corporation Act (5 ILCS 220/1, *et seq.*) (the "**Act**") authorizes public agencies 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, the Parties are both public agencies under the laws of the State of Illinois; and

WHEREAS, the Parties are aware that there are literacy issues facing the students of District 99 and residents of the Town and are compelled to foster the welfare of the students and residents by promoting literacy throughout the Town; and

WHEREAS, the Town President and the Board of Trustees of the Town have established the President's Office of Literacy and President Dominick's Literacy Program (collectively, the "**Program**"); and

WHEREAS, the ordinance that established the Program authorized the members of the Program to cooperate with public agencies within the community to advance literacy and promote awareness of the literacy issues facing the Town; and

WHEREAS, the Program has conducted and is planning to continue operating the Larry Dominick Reading Club (the "**Reading Club**"), whereby students work together to promote literacy; and

WHEREAS, District 99 is the owner and/or permitted user of certain public school buildings and grounds that are located within the geographical limits of the Town; and

WHEREAS, District 99 has access to students, parents, educators, administrators, sites, vendors and information that will aid in carrying out and effectuating the goals of the Program and the Reading Club; and

WHEREAS, the Parties desire to promote and foster literacy within the Town and have determined that working together would be efficient, economical and in the best interests of the students of District 99 and residents of the Town; and

WHEREAS, the Parties have concluded that due to the relative and respective capabilities of each in combating illiteracy in the Town, and the shared goals of promoting literacy among the students of District 99 and residents of the Town, it is in the best interests of the Parties to enter into this Agreement

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual terms, conditions, covenants and promises set forth herein, and in the spirit of intergovernmental cooperation, the Parties hereby agree as follows:

1. **SITES:** District 99 shall permit the Town to use its buildings including, but not limited to, classrooms, lunchrooms, gymnasiums, hallways, parking lots and auditoriums (collectively, the "Premises") to conduct the Reading Club and/or the Program. The Reading Club is scheduled to operate at ten (10) sites - Lincoln, Cicero West, Goodwin, Unity, Sherlock, Warren Park, Drexel, Columbus West, Roosevelt, Liberty - for the 2023-2024 school year. In addition, District 99 shall allow individuals to meet on its Premises, when the Premises are not being used for other purposes, to discuss, plan, meet and carry out the administration of or any other aspect regarding the Program and/or the Reading Club; provided that the program provides advance notice of the requested use and individuals using the premises. are participants of the program and/or the Reading Club or are associated with or interested in the Program and/or the Reading Club.
2. **PAYMENT:** The Town will pay District 99 the total sum of Thirty Thousand and 00/100 U.S. Dollars (\$30,000) (the "Total Sum"). District 99 will provide the town with invoices representing the same. The town will pay District 99 the Total Sum with the express understanding and consent of the Parties that the Total Sum, and any portion thereof, upon being deemed unnecessary or not required for reasons related to the Pandemic or other force majeure event described herein, will not be requested if such force majeure event is known in advance of the proposed request; and, if District 99 has already obtained or invoiced the town for the Total Sum or any portion thereof, and such amount is deemed unnecessary due to the Pandemic or other force majeure event, the district will return the same to the Town. The Town will directly purchase any and all books, supplies and materials, including but not limited to those accessed exclusively or partly online, used by the Reading Club and/or the Program.

3. **FORCE MAJEURE:** Neither Party shall be in default of this agreement to the extent that any delay or other failure to perform results from causes beyond the Party's responsible control including, without limitation, acts of God or the government, pandemics, COVID-19 related issues, acts of war sabotage or terrorism, labor disputes, strikes, vandalism, fires, floods, catastrophic breakage or failure of machinery or apparatus, national defense requirements, severe weather conditions or compliance with or change an applicable law ("**force majeure**"). The non-performing party shall be diligent in attempting to remove any such cause and promptly notify the other party of the extent and probable duration of such cause.
4. **TERM:** This Agreement shall be in effect from the start of the 2023-2024 school year to and through the start of the 2024-2025 school year.
5. **DOCUMENTATION:** District 99 shall prepare any and all documentation required by state, local or federal laws, orders, statutes, rules or regulations and shall forward the same to any and all necessary persons within the time period prescribed by such law, order, statute, rule or regulation.
6. **MAINTENANCE & TRANSPORTATION:** District 99 shall take all steps or ensure that all steps are taken to maintain the Premises in a sanitary, safe and secure manner. District 99 shall also take all steps or ensure that all steps are taken to guarantee that all persons and/or entities providing transportation to and from the Premises meet District 99's guidelines, including obtaining and maintaining proper levels of insurance required to transport students and provide such transportation in a safe and secure manner.
7. **RECITALS:** The above-mentioned recitals, as contained in the paragraphs constituting the preambles to this Agreement, are full, true and correct and are hereby incorporated into this Agreement as if fully restated herein.
8. **TERMINATION:** Either Party may terminate this Agreement by providing at least ninety (90) calendar days' written notice to the other Party of its intent to terminate the same.
9. **SEVERABILITY:** The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof so long as the remainder of this Agreement expresses the intent of the Parties. If permitted by applicable law, any invalid, illegal or unenforceable provision may be considered in determining the intent of the Parties with respect to the provisions of this Agreement.
10. **NOTICES:** Any notice, request, demand or other communication provided for by this Agreement shall be in writing 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 addresses as either Party may specify in writing.

If to the Town:

Town of Cicero
ATTN: President's Office
4949 West Cermak Road Cicero, Illinois
60804

If to District 99:

Aldo Calderin, Superintendent
Cicero Public School District 99
5110 West 24th Street
Cicero, Illinois 60804

11. **ENTIRE AGREEMENT & MODIFICATION:** This Agreement embodies the entire agreement of the Parties. There are no promises, terms, conditions or obligations other than those contained herein, and this Agreement supersedes all previous communications, representations or agreements, either verbal or written, between the Parties hereto. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing and signed by each Party or an authorized representative thereof.
12. **EXECUTION:** Each Party to this Agreement represents to the other that it will seek authority and approval of this Agreement within a reasonable period of time after receipt of the same. The Board of Trustees of the Town and the Board of Education of District 99 shall enact all necessary ordinances or resolutions to effectuate the terms of this Agreement. All provisions of this Agreement shall be carried out and discharged in full compliance with all applicable local, state and federal laws.
13. **EFFECTIVE DATE:** The "Effective Date" shall mean the last date of execution and delivery of this Agreement by all Parties hereto, which shall be deemed to be the later of the respective dates written beneath the signature lines below.
14. **IMMUNITIES:** Neither Party, by entering into this Agreement, waives 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.*).
15. **GOVERNING LAW:** Construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Illinois, without regard to its conflicts of laws principles. All suits, actions, claims and causes of

action relating to the construct, validity, performance and enforcement of this Agreement shall be arbitrated as provided herein or shall be brought in the state courts of Cook County.

16. **COUNTERPARTS AND FACSIMILE:** This Agreement may be executed in counterpart originals, each of which shall be deemed to be an original with the safe effect as if the signatures thereto were on the same instrument. A signature affixed to this Agreement and transmitted by facsimile or electronic mail shall have the safe effect as an original signature.

17. **REVIEW OF AGREEMENT:** The Parties acknowledge that they have had an opportunity to review and revise this Agreement and have it reviewed by legal counsel, if desired, and, therefore, the normal rules of construction, to the extent that any ambiguities.

18. **HEADINGS:** The headings used herein form no substantive part of this Agreement and are for the convenience of the Parties only, and shall not be used to define, enlarge or limit any term of this Agreement.

19. **PREVAILING PARTY:** In the event that either Party breaches this Agreement and the breach is litigated before a court of law or an administrative agency, the non- prevailing Party shall be liable to the prevailing Party for the prevailing Party's reasonable attorneys' fees and costs of suits incurred by the prevailing Party. Prevailing Party shall mean any defendant found not liable on any and all counts and/or any plaintiff recovering on any count. Each Party shall be entitled to any and all remedies at law and in equity under this Agreement.

20. **PAYMENTS:** District 99 agrees that each of its employees, who is authorized to and does provide services to the Program and/or the Reading Club, will receive a check for their services that is separate from their regular District 99 payroll check.

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

[SIGNATURE PAGE TO FOLLOW]

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

Town of Cicero

By: _____

Title: _____

Date: _____

ATTEST: _____

Title: _____

Date: _____

Cicero Public School District

By: _____

Title: Sec pro temp

Date: 1/10/24

ATTEST: _____

Title: Bonnie Stamber

Date: 1/10/24

**DISCLOSURE AND CONSENT TO POTENTIAL AND/OR
ACTUAL CONFLICT OF INTEREST**

The law firm of Del Galdo Law Group, LLC, pursuant to the Illinois Rules of Professional Conduct, and in accordance with Rule 1.7 thereof, makes the following disclosures:

1. Del Galdo Law Group, LLC serves as the general counsel to Cicero School District 99 ("District").
2. Del Galdo Law Group, LLC serves as general counsel to the Town of Cicero as well as the Town of Cicero Larry Dominick Literacy Program ("Literacy Program").
3. The Literacy Program has requested that Del Galdo Law Group, LLC review an extension of the intergovernmental agreement between itself and the District (collectively the "Parties") relative to the Larry Dominick Literacy Program (the "IGA") implementation for the 2023-2024 school year. The IGA does not involve the assertion of a claim by one Party against the other.
4. Del Galdo Law Group, LLC has disclosed to the Parties that it has represented and currently represents both Parties, and Del Galdo Law Group, LLC advised the Parties that retention of separate conflict counsel should be considered by both Parties.
5. The District has retained Attorney Anthony Bertuca to represent its interested in the IGA.
6. As this is strictly a renewal, the Parties have already independently negotiated the business terms of the IGA and the only change to this agreement is an

extension of the agreement to the 2023-2024 school year.

7. Del Galdo Law Group, LLC reasonably believes that the proposed representation of the District by outside counsel and the Literacy Program by Del Galdo Law Group, LLC in this transaction will not adversely affect its representation of the District, Town of Cicero or the Literacy Program, and the Del Galdo Law Group, LLC will be able to provide competent and diligent representation with regards to this matter.

8. Neither Party (evidenced by the signatures set forth below) believes that the representation of the Parties with the review of the IGA by the Del Galdo Law Group, LLC will adversely affect the representation of either Party individually or the Parties collectively in this or any future matters.

9. If at any time Del Galdo Law Group, LLC reasonably believes that its representation of one of these Parties may adversely affect the representation of the other, it will immediately inform all of the interested parties of the circumstances which give rise to that belief and will either recuse Del Galdo Law Group, LLC from further representation of either Party or take action consistent with the Rules.

10. If at any time the Literacy Program reasonably believes that Del Galdo Law Group, LLC's representation of the District may adversely affect any pending matters, it will immediately inform all of the interested parties of the circumstances which give rise to that belief and retains the right to withdraw its consent to Del Galdo Law Group, LLC's representation at any time during the representation.


11. If at any time the District reasonably believes that Del Galdo Law Group, LLC's representation of the Town of Cicero or of the Literacy Program may adversely affect the District, it will immediately inform all of the interested parties of the circumstances which give rise to that belief and retains the right to withdraw its consent to Del Galdo Law Group, LLC's representation at any time during the representation.

12. If at the time a dispute arises by and between the Parties, Del Galdo Law Group, LLC will (a) withdraw its representation regarding the IGA; and (b) will not represent either the District or the Literacy Program in any adversarial arbitration, litigation, or other proceeding before a tribunal regarding the IGA.

Therefore, it is agreed by the undersigned that the law firm of Del Galdo Law Group, LLC has made full disclosure to both the District and the Literacy Program, and, in reliance upon that disclosure, the undersigned person, as the Chief Executive of each Party, hereby provides the INFORMED CONSENT of each Party to Del Galdo Law Group, LLC's representation of the Parties regarding the drafting of the IGA as referenced herein and each waives any objection to this potential or actual conflict of interest.

[SIGNATURE PAGE TO FOLLOW]

CICERO SCHOOL DISTRICT 99

By:  Alice Couch
Its: Secu pro temp
Date: 1/10/24

LARRY DOMINICK LITERACY CLUB

By: _____
Its: _____
Date: _____

DEL GALDO LAW GROUP, LLC

By: /s/Michael T. Del Galdo
Its: Managing Member
Date: January 5, 2024

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE TOWN PRESIDENT TO ENTER INTO A CERTAIN AGREEMENT WITH NEIGHBORLY SOFTWARE FOR THE PURCHASE OF 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 Housing Department (the “Department”) recently received grant funds from the Illinois Housing Development Authority (“IDHA”) as part of the Homeowner Rehabilitation Program which will improve housing conditions for homeowners within the Town; and

WHEREAS, as a condition of the grant, the Department is required to utilize electronic estimating software for bid specifications and documents, which it does not currently have; and

WHEREAS, the Department has requested that the Town purchase certain software (the “Software”) which will enable the Department to meet the requirements of the grant and streamline the Department’s procedures moving forward; and

WHEREAS, Benevate, Inc. d/b/a Neighborly Software (“Neighborly”) has provided the Town with a Quote for the purchase of the Software (the “Quote”); and

WHEREAS, a copy of the Quote 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 Quote; and

WHEREAS, the Town President (the “President”) and the Board of Trustees of the Town (the “Town Board” and with the President, the “Corporate Authorities”) deem it advisable and necessary for the operation of the Department and the health, safety, and welfare of the residents of the Town to purchase the Software in accordance with the terms of the Quote;

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 Resolution are full, true, and correct and do hereby, by reference, incorporate and make them part of this Resolution as legislative findings.

Section 2.00 Purpose.

The purpose of this Resolution is to authorize the purchase of the Software in accordance with the terms of the Quote, and to authorize the President or his designee to take all necessary steps to effectuate the intent of this Resolution.

**ARTICLE II.
AUTHORIZATION**

Section 3.00 Authorization.

The Town Board hereby authorizes the purchase of the Software from Neighborly in accordance with the terms of the Quote and 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 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 any requirement of bidding would be applicable to the Software described herein, the same is hereby waived.

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

Section 4.00 Headings.

The headings of the articles, sections, paragraphs, and subparagraphs of this Resolution are inserted solely for 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 5.00 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 6.00 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 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 8.00 Effective Date.

This Resolution 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

EXHIBIT A



TOWN OF CICERO
Department of Housing
1634 S. Laramie Avenue
Cicero, Illinois 60804

Larry Dominick
TOWN PRESIDENT

To: Larry Dominick, Town President

From: Tom M. Tomschin, MPA [REDACTED]

Date: 1/10/2024

RE: Recommendation for Approval – SaaS Purchase (Housing Renovation Programs)

61

Cc: Town Board of Trustees, Michael Del Galdo, Town Attorney

The Town of Cicero has been awarded \$1.7 Million dollars from the Illinois Housing Development Authority (IHDA) which will expand our CDBG-funded Home Owner Rehabilitation Program (HRP). A requirement of IHDA is to use electronic estimating software to prepare bid specifications and bid documents.

The Department of Housing performed “small purchase procurement” and requested quotes from several vendors to supply electronic specification preparation, bid packages, and inspections, as well as to provide a process to streamline the owner application/qualification process, contractor tracking, and project design from start to finish. A summary and information on each vendor is attached.

The lowest, *most responsible* vendor is Neighborly Software. While not the lowest quote, their product is far superior to any of the others we reviewed, and appears to be a sole source provider, as no other vendor was designed specifically for Community Development Programs. This product will allow us to comply with IHDA grant requirements, but also streamline our internal CDBG processes to make programs more accessible, easier to use, and allow us to deliver services faster. I have also spoken with the Info Data Processing Department and they have no issues with this purchase.

I recommend approval of the purchase of Software as a Service (SaaS) as provided by Benevate Inc. d/b/a Neighborly Software. This purchase will be paid by grant funds.

Should you have any questions, concerns, or need additional information, please do not hesitate contacting me directly. I thank you in advance for your consideration.

TMT

Community Development Block Grant Program
Tom M Tomschin, MPA – Executive Director
Phone 708-656-8223

TOC: DOH Housing Software Procurement

<u>Name</u>	<u>Designed for</u>	<u>Web</u>	<u>EASY TO</u>	<u>Owner</u>	<u>Contractor</u>	<u>Income</u>	<u>Project</u>	<u>Specifications</u>	<u>Inspections</u>	<u>Bid Docs</u>	<u>Cost Estimate</u>	<u>Cost Estimate</u>
	<u>CDBG</u>	<u>Based</u>	<u>USE</u>	<u>Applications</u>	<u>Tracking</u>	<u>Qualification</u>	<u>Tracking</u>				<u>Year 1</u>	<u>(future)</u>
Foundant.com	NO	YES	?	NO	NO	NO	Yes	NO	NO	NO	\$7,500	\$5,000
wizehive	NO	YES	?	NO	NO	NO	Yes	NO	NO	NO	Not Provided	Not Provided
HDP Pro	YES	NO	NO	NO	Yes	NO	Yes	YES	Yes	Yes	\$4,300	\$0
Neighborly Software	YES	YES	YES	Yes	Yes	Yes	Yes	YES	Yes	Yes	\$14,300	\$11,300

Ranking

- 1 Neighborly Software
- 2 Foundant.com
- 3 wizehive
- 4 HDP Pro

*Neighborly Software is designed specifically for CDBG funded Housing Renovation Programs. It is truly a management solution from start to finish for CDBG Programs. This cost is only for Housing Rehab Programs. They also offer solutions for Public Service Programs, Public Facility Programs, etc. They appear to be a sole source provider, as no other vendor has been specific for CDBG Programs.



ORDER FORM

Customer Information	
Account Name: Town of Cicero, IL, Department of Housing	Initial Service Term: One (1) Year from Effective Date
Address: 1634 S Laramie Avenue Cicero, IL 60804	
Billing Contact Name & Title: Jose Alanis	Phone: (708) 656-8223 Email: jalanis@thetownofcicero.com Phone:
Alternate Contact Name & Title: Tom Tomschin, Executive Director	Phone: (708) 656-3600 Email: ttomschin@thetownofcicero.com

PURCHASE SUMMARY

Annual Fees	Unit Price	Quantity*	Annual Total
User Subscription Fee for One Year	\$2,700.00	4	\$10,800.00
Annual fee for Craftsman Book Specification and Cost Estimate Database.	\$500.00	1	\$500.00
Services Included: <ul style="list-style-type: none"> • Hosted Software to Administer Program(s) • Dedicated Client Success Manager • Technical Support (Monday – Friday: 8:00 a.m. to 8:00 p.m. EST) • Hosting/Security in Microsoft Tier IV Data Center • Data Storage, Backup, and Recovery 			
One-Time Fees	Unit Price	Quantity	One-Time Total
Implementation of Program(s)	\$3,000.00	1	\$3,000.00
Services include System Configuration, Program Design, and Administrator Training for the following programs: <ol style="list-style-type: none"> 1. Single Family Owner Occupied Rehab 			
Subtotals			
Annual Fees Subtotal:			\$11,300.00
One-Time Fees Subtotal:			\$3,000.00
TOTAL:			\$14,300.00

*A minimum of three (3) users are required to maintain a portal.



SOFTWARE AS A SERVICE (SAAS) SUBSCRIPTION AGREEMENT

This SaaS Subscription Agreement (“Agreement”) is entered into on this ____ day of _____ 2024 (the “Effective Date”) between Benevate, Inc., d/b/a Neighborly Software, a Delaware Corporation, with its principal place of business located at 3423 Piedmont Rd. NE, Atlanta, GA 30305 (“Company”), and the Customer listed above (referred to as the “Customer”) (collectively referred to as the “Parties”). This Agreement includes and incorporates the above Order Form, the Terms and Conditions below, and Exhibits A - B attached hereto.

TERMS AND CONDITIONS

1. DEFINITIONS.

- a. “Authorized User” or “User” means those individuals designated and authorized by the Customer to use one of the purchased subscriptions to access the Software and Services, using his or her login credentials (email address and password), which may only be used by that single, named user.
- b. “Confidential Information” means all information, in oral, written, machine readable, sample or any other form, that either Party discloses (“Discloser”) to the other (“Recipient”) relating to the business of Discloser, whether furnished before or after the Effective Date of this Agreement, including, without limitation, information related to pricing, products, services, security, and any implementing regulations or guidelines, proprietary business practices, policies, finances, procedures, sales, costs, liabilities, markets, strategies, concepts, methods or employees, that is not generally ascertainable from public or published information or sources, and all analyses, compilations, data, studies, notes, memoranda or other documents prepared by Discloser based on such Confidential Information. 64
- c. “Customer Data” means all non-public information or data that is inputted into the Customer’s Portal by the Customer or the Customer’s end users.
- d. “Documentation” means the applicable training materials, user guides, publicly available marketing and/or proposal materials, and other similar information, or other documents disseminated under or governed by confidentiality obligations which pertain to the Software or Services provided by Company, which may be updated by Company at any time without notice to include information about new features and incorporate feedback to help Company’s customers understand how to use the Software and Services. Documentation requiring a Username and Password to access, is considered Company’s Confidential Information.
- e. “Effective Date” means the date stated above. If the date is left blank, then the Effective Date shall be the last signature date on the Signature Page.
- f. “Professional Services” means non-standard customization and services available at an additional fee, including, but not limited to, data migration services, in-person trainings, Power BI services, geographical data services, non-standard professional developer services, etc.
- g. “Services” means standard implementation services, configuration of stated program(s) to allow for enrollment, qualification, administration and reporting, access to the Software, technical support services, hosting and security services, data storage, backup, recovery, and other services provided by the Company as described in the Order Form or this Agreement.
- h. “Software” means the proprietary web-based products, including, but not limited to, the source code, object code or underlying structure, ideas, know-how or algorithms, documentation, or data related to the Services provided by Company, or its licensors identified on an Order Form and subsequently made available to Customer by Company in accordance with an Order Form or this Agreement.

2. SOFTWARE AND SERVICES.

- a. During the Term of this Agreement, Company will provide Customer access to, and use of, the Software, Services, and Documentation by enabling a portal for Customer to access through a web browser (the “Portal”).
- b. This Agreement does not contemplate any customized products, services, work-for-hire, or code developed exclusively for Customer. In the event that the Parties agree that Company shall provide such non-standard Professional Services, the description of the services and applicable ownership rights with respect to such Professional Services will be set forth in a separately executed Professional Services Agreement. This Agreement does not contemplate any IP rights beyond the terms provided herein.
- c. Company will make available to Customer all updates and any documentation for such updates to the Services. Company will use commercially reasonable efforts to ensure that (i) new features or enhancements to existing features are synchronized with

the previous version, and (ii) updates will not degrade the performance, functionality, or operation of the Services. General maintenance of the system is completed on a regular basis to ensure optimal performance of the Services.

- d. **Service Levels.** Company will use commercially reasonable efforts to maintain the availability of the Services at a level of 99.5%. For further specifications regarding the Service Levels, refer to Service Level Terms attached as Exhibit "A" to this Agreement.
- e. **Technical Support.** With the exclusion of Federal Holidays, Technical Support is available from 8:00 a.m. to 8:00 p.m. EST, Monday - Friday. ("Support Hours"). Customer shall initiate a helpdesk ticket during Support Hours by sending an email to support@neighborlysoftware.com. Company will use commercially reasonable efforts to respond to all Helpdesk tickets within one (1) business day.
- f. **Data Storage.** All Customer Data will be stored, processed, and maintained solely in data centers located in the United States.
- g. **Backup and Recovery of Customer Data.** Company is responsible for maintaining a backup of the Customer Data and for an orderly and timely recovery. Company shall maintain a contemporaneous backup of Customer Data that can be recovered within a reasonable period of time.

3. CUSTOMER RESTRICTIONS AND RESPONSIBILITIES.

- a. Customer will not, directly or indirectly: (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation, or data related to the Services ("Software"); (ii) modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); nor (iii) use the Services or any Software for timesharing or service bureau purposes.
- b. Customer represents, covenants, and warrants that Customer will use the Services in compliance with all applicable laws and regulations. Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing.
- c. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like.
- d. At no time is it permissible for an Authorized User to share their login credentials. The number of Authorized Users hereunder is specified in the Order Form or as formally requested and approved, in writing, during the Term. Customer is solely responsible for maintaining the status of its Authorized Users and the confidentiality of all login credentials and other Portal access information under its control. Customer will notify Company immediately if Portal information is lost, stolen, or disclosed to an unauthorized person or any other breach of security in relation to its passwords, usernames, or other Portal access information that may have occurred or is likely to occur.

4. CONFIDENTIALITY; PROPRIETARY RIGHTS

- a. **Duty Not to Disclose Confidential Information.** In connection with the Agreement, Recipient, and its employees and agents, may have access to the Confidential Information of the Discloser. Recipient shall, and shall ensure that its employees and agents shall, keep the Confidential Information of the Discloser in strict confidence and use it only for the purpose of performing its duties under this Agreement. Recipient will not directly or indirectly disclose, publish, disseminate, make available or otherwise communicate in any way, to any third person not having a need to know in order to perform its duties under this Agreement, any Confidential Information of the Discloser, without the Discloser's prior written consent. Recipient will have appropriate safeguards in place within its organization to restrict access to Confidential Information to only those individuals as needed in connection with the performance of this Agreement. Recipient will take care of Confidential Information using at least the same standard of care it would use with its own confidential information, but in no event shall Recipient use less than reasonable care in protecting such Confidential Information.
- b. **Mandatory Disclosures.** In the event that Recipient is required by a binding order of a governmental agency or court of competent jurisdiction to disclose any Confidential Information of the Discloser, it shall, if legally permitted, provide the Discloser with prompt written notice (via e-mail that is acknowledged as received) to allow the Discloser an opportunity to

appear and object prior to Recipient's compliance with requested disclosure. The written notice shall provide Discloser with sufficient information describing the content of the information to be disclosed. If such objection is unsuccessful, then Recipient shall produce only such Confidential Information as is required by the court order or governmental action.

- c. Customer shall own all rights, title, and interest in and to the Customer Data, as well as any data that is based on or derived from the Customer Data and provided to Customer as part of the Services.
- d. Company shall own and retain all rights, title and interest in and to (a) the Services and Software, all improvements, enhancements, or modifications thereto, (b) any software, applications, inventions, or other technology developed in connection with implementation of services or support, and (c) all intellectual property rights related to any of the foregoing.
- e. Notwithstanding anything to the contrary, Company shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Company will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business.

5. PAYMENT OF FEES

- a. **Payment Terms.** Customer shall pay Company the fees listed in the Purchase Summary of the Order Form. An invoice for the fees will be sent to the Customer immediately following the Effective Date and is due within thirty (30) days from the date of the invoice.
- b. **Suspension of Service for Late Payments.** If the Customer fails to pay any invoice in full within thirty (30) days from the due date, the Company shall have the right to suspend the Services until payment is received. Suspension of Services in accordance with this subsection shall not be deemed a breach of this Agreement.
- c. **Addition of Users.** During the Initial Service Term, the Customer may add additional Users based on the pricing stated in the Order Form on a pro rata basis.
- d. **Additional Programs.** Additional programs will be charged at the Company's then-current rates.
- e. **Additional Implementation Fees.** Implementation costs are based on a 6-8-week implementation period (for up to four (4) programs). Customer agrees to allocate the time and personnel necessary to complete implementation during this period. Unless the Parties agree to an alternative schedule, in writing, implementations extending beyond the allocated eight (8) weeks will be subject to a weekly charge of \$500.00 per additional week.
- f. **Fee Adjustments.** Company reserves the right to adjust the fees listed in the Order Form at the end of the Initial Service Term or then-current renewal term. Notice of any fee adjustment will be provided to the Customer via an invoice (via e-mail) based on the Company's then-current pricing, sixty (60) days prior to end of the Initial Service Term or then-current renewal term.
- g. **Taxes.** The fees do not include any taxes, including, without limitation, sales, use or excise tax. If Customer is a tax-exempt entity, you agree to provide Company with a tax-exempt certificate. Otherwise, Company will pay all applicable taxes to the proper authorities and Customer will reimburse Company for such taxes (this excludes Company's income taxes, both federal and state, as applicable, arising from Company's performance of this Agreement).
- h. The parties acknowledge that appropriation of funds is a governmental function which the Customer cannot contractually commit itself in advance to perform and this Agreement does not constitute such commitment. The Customer's obligation to pay under this Agreement is contingent upon Customer's annual appropriation of funds for such purpose, and the non-appropriation of funding for such purpose in any fiscal year shall immediately relieve both parties of their respective obligations hereunder, as of the last day for which funds have been appropriated. The Customer shall immediately notify the Company in writing (via e-mail), upon determining that sufficient funds will not be budgeted and appropriated in any fiscal year under this Agreement.

6. TERM AND TERMINATION

- a. **Term and Renewal.** Subject to earlier termination as provided below, the term of the Agreement shall commence on the Effective Date and shall cover the Initial Service Term as specified in the Order Form and shall automatically renew for additional one (1) year periods following the Initial Service Term (collectively, the "Term"), unless either party requests

termination at least thirty (30) days prior to the end of the then-current term. (collectively, the “Term”), unless either party requests termination at least thirty (30) days prior to the end of the then-current term.

- b. Termination for Cause. This Agreement may be terminated by either Party for cause by providing written notice (via e-mail) to the other Party upon the occurrence of any of the following events (each, an “Event of Default”):
 - (i) If the other Party ceases to do business, or otherwise terminates its business operations, except as a result of an assignment permitted under this Agreement;
 - (ii) If the other Party materially breaches any material provision of this Agreement and fails to substantially cure the breach within ten (10) business days of receipt of written notice describing the breach; or
 - (iii) If the other Party becomes insolvent or seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition, or comparable proceeding, or if any such proceeding is instituted against the other Party and not dismissed within sixty (60) days; provided however that in such event, termination will not require notice to the other Party.
- c. Effect of Termination. Upon the termination of this Agreement, Company shall disable the Company’s website portal and provide the Customer with a final extract of the Customer Data via the Secure File Transfer Protocol (SFTP), within a reasonable time, not to exceed thirty (30) days from the date of the termination. The extraction and transfer of the Customer Data will be provided without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to Company).

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Within thirty (30) days from the date of the final extraction and transfer of the Customer Data via the SFTP, the Company shall provide Customer with a Termination of Services and Final Data Destruction Agreement (the “Termination Agreement”), which will provide the details regarding termination of services and final data destruction, a sample copy of which is attached hereto as Exhibit “B”. The Customer acknowledges and agrees that if the Termination Agreement is not executed and returned by the Customer within fifteen (15) days, the Company will follow the default process which provides for final destruction of Customer Data forty-five (45) days after the final extraction and transfer via the SFTP. The Customer acknowledges and agrees that the Company has no obligations whatsoever with regard to the Customer Data following the final destruction. The Company will provide the Customer with a Certification of Data Destruction when the Customer Data has been permanently deleted in accordance with this subsection. This Section shall survive the termination of this Agreement.

- d. Optional Data Retention. If Customer desires for Company to retain the Customer Data beyond forty-five (45) days from the date of the final extraction, Customer must make that request, in writing (via email), and receive an acknowledgement of said request. Requests that do not receive an acknowledgement or requests that are made after the forty-five (45) day window are not considered valid. The minimum cost for continued data retention is \$6,000.00 for six (6) months.

7. WARRANTY AND DISCLAIMER

- a. Company Warranty. Company represents and warrants the following: (a) the Documentation sufficiently describes features, functionality, and operation of the Software as applicable; (b) the Software, as applicable, conforms to the Documentation and is free from defects in material and workmanship; (c) the Software does not contain any viruses or other malicious threats, programs, features, or devices (“Viruses”) that could harm Customer, and Company uses commercially reasonable efforts to prevent and eradicate such Viruses. Furthermore, consistent with prevailing industry standards, Company shall maintain the Software in a manner which minimizes errors and interruptions and shall perform the Services in a professional and workmanlike manner. Notwithstanding the foregoing, the Software may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, or because of other causes beyond Company’s reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.
- b. Security and Loss of Data. Company maintains appropriate technical and organizational measures to protect Customer Data from accidental loss and from unauthorized access, use, alteration, or disclosure. In the event of any act, error or omission, negligence, misconduct, or breach that compromises or is suspected to compromise the security, confidentiality, or integrity of Customer Data or the physical, technical, administrative, or organizational safeguards put in place by Company that relate to the protection of the security, confidentiality, or integrity of Customer Data, Company shall, as applicable: (i) notify Customer as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence; (ii) cooperate with Customer in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law; and (iii) perform or take any other actions required to comply with applicable

State law as a result of the occurrence.

- c. **DISCLAIMER.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE AND SERVICES ARE PROVIDED “AS IS” AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED OR MAKE ANY WARRANTIES AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE AND SERVICES. THE LIMITED WARRANTIES PROVIDED HEREIN ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED TO CUSTOMER IN CONNECTION WITH THE PROVISION OF THE SOFTWARE AND SERVICES.

8. INDEMNITY

- a. Company will indemnify, defend, and hold harmless the Customer against all claims, suits and actions asserted by an unaffiliated third party against the Customer for liabilities, damages and costs, including reasonable attorneys’ fees, incurred in the defense of any claim brought against Customer alleging that any Software or Services infringes or misappropriates a third-party’s U.S. registered patent right, trademark, or copyright (an “Infringement Claim”), provided Company is promptly notified of any and all threats, claims, and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement. Customer shall not settle or compromise such Infringement Claim without the express written consent of the Company. 68
- b. Company’s indemnity obligation under this Section shall not extend to claims that arise from:
 - (i) An unauthorized modification of the Software or Services by Customer where the Software or Services would not be infringing without such modifications;
 - (ii) Customized portions of the Services designed in accordance with written specifications provided by Customer where the Software or Services would not be infringing but for Company’s compliance with such written specifications;
 - (iii) The failure of Customer to install an update to the Software or Services provided by Company that would have avoided the actual or alleged infringement;
 - (iv) The combined use by Customer of the Software or Services with other components, products, or services not provided by Company where the Software or Services would not be infringing but for such combination; and/or
 - (v) Workflows, analytic applications, algorithms, or other applications or programming built by Customer or created by or on behalf of Customer without Company’s approval.

9. LIMITATION OF LIABILITY

- a. NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR LIABILITY RESULTING FROM (1) A PARTY’S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS SET FORTH IN PARAGRAPH 4; (2) A PARTY’S INDEMNIFICATION OBLIGATIONS SET FORTH IN PARAGRAPHS 3 AND 8; OR (3) A PARTY’S WILLFUL MISCONDUCT OR FRAUD, IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE OR LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED, TO LEGAL FEES AND EXPENSES), WHETHER FORESEEABLE OR UNFORESEEABLE, THAT MAY ARISE OUT OF OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY THEORY INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, BREACH OF WARRANTY OR NEGLIGENCE.
- b. EXCEPT FOR LIABILITY RESULTING FROM (1) A PARTY’S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS SET FORTH IN PARAGRAPH 4; (2) A PARTY’S INDEMNIFICATION OBLIGATIONS SET FORTH IN PARAGRAPHS 3 AND 8; OR (3) A PARTY’S WILLFUL MISCONDUCT OR FRAUD, IN NO EVENT WILL THE AGGREGATE LIABILITY OF EITHER PARTY EXCEED THE GREATEST AMOUNT OF THE FEES PAID OR OWED BY EITHER PARTY UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE LIMITATIONS IN THIS SECTION FORMED A BASIS FOR ENABLING EACH PARTY TO OFFER AND ACCEPT THE TERMS HEREIN.
- c. The Parties shall have an affirmative obligation to mitigate their respective losses (howsoever arising) recoverable from the other Party under or in connection with this Agreement.

10. INSURANCE

- a. During the course of performing its duties under this Agreement, Company agrees to maintain the following levels of insurance: (a) Commercial General Liability of at least \$2,000,000 in aggregate and \$1,000,000 each occurrence; (b) Professional Liability (E&O) of at least \$5,000,000; (c) Cyber Liability of at least \$5,000,000; (d) Commercial Auto Insurance for Hire and Non-owned vehicles of at least \$1,000,000; and (e) Workers Compensation complying with applicable statutory requirements. Company will provide Customer with copies of certificates of insurance upon Customer's written request.

11. DISPUTE RESOLUTION

- a. With the exception of actions for injunctive relief for actions arising under the Confidentiality provisions of Section 4 of this Agreement, the Parties intend that any and every dispute by and between them, including but not limited to any dispute arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, be resolved first by resorting to mediation, to be conducted in a mutually agreeable location in accordance with the laws of the State of Illinois.

12. NOTICE

- a. Any notice required or permitted by this Agreement shall be in writing and shall be deemed sufficient when delivered (a) personally or by overnight courier, (b) sent by email, or (c) forty-eight (48) hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, addressed to the party to be notified at such party's address or email address as set forth in this section. E-mail is the preferred method of notice. Any change of address, e-mail address, telephone number, or person to receive notice shall be made by notice given to the other Party.

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- b. Addresses. Subject to change pursuant to this Section above, the addresses for notices are as follows:

For the Company:

Jason Rusnak
Benevate, Inc. (dba Neighborly Software)
3423 Piedmont Rd, NE
Atlanta, GA 30305
Phone: 702-864-7231
Email: Jason.Rusnak@NeighborlySoftware.com

Sarah Bohentin
Benevate, Inc.
Phone: 850-363-1717
Email: Sarah.Bohentin@NeighborlySoftware.com

For the Customer:

Name:
Agency
Address
City, State, Zip
Phone:
Email:

13. MISCELLANEOUS

- a. Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.
- b. Waivers. No waiver of any provision of this Agreement or consent to any action shall constitute a waiver of any other provision of this Agreement or consent to any other action. No waiver or consent shall constitute a continuing waiver or consent or commit a Party to provide a future waiver. Any provision of this Agreement may be waived only with the written consent of the Parties.

- c. **Permissible Use.** Company is permitted to use the Customer's name and logo solely for marketing or promoting the provided services subject to terms and conditions of this Agreement.
- d. **Entire Agreement & Amendments.** This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein.
- e. **Assignment.** This Agreement is not assignable, transferable, or sub-licensable by either Party without the other Parties prior written consent, except as such assignment, transfer or sublicense is in connection with a merger, acquisition, or similar change of control event.
- f. **Relationship.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and the Parties do not have any authority of any kind to bind the other Party in any respect whatsoever.
- g. **Force Majeure.** Neither Party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of amounts due) to the extent caused by strikes, shortages, riots, insurrection, fires, flood, storm, explosions, pandemics, acts of God, terror, war, governmental action, labor conditions, earthquakes, material shortages or any other cause which is beyond the reasonable control of such party. Upon an occurrence of an event of force majeure, Company cannot ensure uninterrupted or error free service or access to the Software or Services and there may be periods where access is delayed, limited or unavailable. Company shall use commercially reasonable efforts to provide the Software or Services to Customer in accordance with its Business Continuity and Disaster Recovery Plan a copy of which will be provided upon written request.
- h. This Agreement shall be governed and construed in all respects in accordance with the laws of the State of Illinois.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

BENEVATE, INC.

TOWN OF CICERO, IL

By:  _____

By: _____

Name: J. Jason Rusnak _____

Name: _____

Title: President, Benevate, Inc. _____

Title: _____

Date: 1-8-24 _____

Date: _____

EXHIBIT A

Service Level Terms

This Exhibit A outlines the Company's commitments to provide Support Services and problem resolution regarding the performance of the Software and/or Services.

1. Definitions.

- a. "Error" means a failure of the Software to perform in accordance with the Documentation, resulting in the inability to use, or material restriction in the use of, the Software.
- b. "Scheduled Downtime" means any period of time during which the Software or Services are unavailable due to the Company's planned maintenance and support of the Software or Services. Scheduled Downtime is excluded from the 99.5% Service Availability calculation.
- c. "Support Services" means technical support assistance provided by Company personnel to Customer's designated administrators for problem resolution, bug reporting, and/or technical assistance.
- d. "Unscheduled Downtime" means any time the Software is not available due to an event or circumstance excluding Scheduled Downtime or Force Majeure and the amount of time required by Company to resolve or provide a work around for the failure of any documented feature required to complete a primary function of the Software in accordance with the Documentation.
- e. "Update" means any error correction, bug fix, patch, enhancement, improvement, update, upgrade, new version, release, revision or other modification to the Software or Services provided or made available by the Company pursuant to the Agreement, including, without limitation, any update designed, intended, or necessary to make the Software, Services, or Customer's use thereof compliant with applicable law.

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2. Service Availability.

- a. Company will use commercially reasonable efforts to maintain the availability of the Software to the Customer at 99.5%. All Updates will be completed outside of standard business hours (same as Support Hours). Notification of Updates will not be provided unless downtime is expected. If major Updates are required during standard business hours due to necessity, Company will provide notification to Customer as soon as reasonably possible. Updates during Scheduled Downtime and are excluded from the 99.5% Service Availability calculation.

3. Technical Support.

- a. **Availability.** With the exclusion of Federal Holidays, Technical Support is available from 8:00 a.m. to 8:00 p.m. EST, Monday - Friday. ("Support Hours").
 - b. **Procedure.** Customer must initiate a helpdesk ticket during Support Hours by sending an email to support@neighborlysoftware.com. Company will use commercially reasonable efforts to respond to all Help tickets in the manner set forth in Paragraph 4.
 - c. **Conditions for Providing Support.** Company's obligation to provide Software or Services in accordance with the stated Service Availability is conditioned on Customer providing Company with sufficient information and resources to correct the Error, as well as access to the personnel, hardware, and any additional systems involved in discovering the Error.
4. **Ticket Resolution.** Company will use all commercially reasonable efforts to resolve support tickets in the process described below. Response metrics are based on issues being reported during Support Hours.
- a. **Standard Ticket:** Issue does not significantly impact the operation of the software or there is a reasonable

workaround available.

- (i) **Response Metric:** Company will use commercially reasonable efforts to respond and resolve all Standard tickets within eight (8) business hours of notification.
 - b. **Priority Ticket:** Software is usable, but some features (not critical to operations) are unavailable.
 - (i) **Response Metric:** Company will use commercially reasonable efforts to respond to all Priority tickets within two (2) hours and resolve Priority tickets within six (6) business hours of notification.
 - c. **Emergency Ticket:** Issue has rendered software unavailable or unusable, resulting in a critical impact on business operations. The condition requires immediate resolution.
 - (i) **Response Metric:** Company will use commercially reasonable efforts to respond to all Emergency tickets within one (1) hour and resolve Emergency tickets within two (2) business hours of notification.
5. **Remedies.** If Customer reasonably believes that Company has failed to achieve its Service Availability commitments in any given month, the Company shall, following Customer's written request, provide a report that contains true and correct information detailing Company's actual Service Availability performance. Customer must have reported an issue with the Service Availability within the calendar month and must request the report within ten (10) days of the end of the calendar month. The sole remedies for failure to meet the Service Availability level of commitment is a service refund based on the following:
 - a. less than 99.5% but equal to or above 97%, Company shall provide Customer with a root cause analysis and a written plan for improving Company's Service Availability to attain the 99.5% Service Availability and Company shall promptly implement such plan;
 - b. between 96.9% and 95%, Company shall provide Customer with a service refund in an amount equal to 10% of the prorated amount of the Subscription Fees for one month;
 - c. between 94.9% and 92%, Company shall provide Customer with a service refund in an amount equal to 25% of the prorated amount of the Subscription Fees for one month;
 - d. Less than 92%, Company shall provide Customer with a service refund in an amount equal to 100% of the prorated amount of the Subscription Fees for one month.
6. **Exclusions.** Company shall have no liability for, and shall make no representations or warranties respecting Service Availability or lack of availability of the Software due to: (1) outages caused by the failure of public network or communications components; (2) outages caused by a Force Majeure event; (3) outages or Errors caused by the Customer's use of any third-party hardware, software, and/or services; (4) Errors caused by the individual Authorized User's desktop or browser software; (5) Errors caused by the Customer's negligence, misconduct, hardware malfunction, or other causes beyond the reasonable control of the Company; and/or (6) Customer has not paid Fees under the Agreement when due.

EXHIBIT B

Sample Termination of Services and Data Destruction Agreement

This Termination of Services and Final Data Destruction Agreement is made as of [Effective Date], by and between Benevate, Inc. d/b/a Neighborly Software, a Delaware corporation (the "Company"), and [Full Legal Name] (the "Customer"), collectively referred to as the "Parties."

Pursuant to the Software as a Service Agreement, attached hereto as Exhibit "A" (referred to as the "Agreement"), the Company has housed the Customer Data (defined as any non-public, personal information provided by the Customer to the Company to enable the provision of Services).

1. The parties agreed to terminate the Agreement as of [Date] (Termination Date) and acknowledge and agree to the terms provided herein.
 - a. **Portal Disabled.** The Company disabled the Customer's portal website on the Termination Date, restricting Customer's ability to insert or alter any data in preparation for the final data extraction.
 - b. **Final Extraction of Customer Data.** Company completed a final extraction of the Customer Data and provided said data to the Customer on [Date] (Final Extraction Date), via the Secure File Transfer Protocol (SFTP).
 - c. **Loss of Access.** The Customer shall continue to have access to the Customer Data via the Secure File Transfer Protocol (SFTP) until [Date], thirty (30) days from the Final Extraction Date.
 - d. **Customer Responsibility.** The Customer is solely responsible for retrieving and storing the data provided via the SFTP within this thirty (30) day period. If the Customer fails to retrieve and store the data, there is no recourse as the data will have been permanently deleted in accordance with subsection (e).
 - e. **Destruction of Data.** The Customer Data will be permanently deleted by the Company on [Date], forty-five (45) days from the Final Extraction Date.
2. **Customer Acknowledgement.** The Customer acknowledges and agrees that the Company has no obligations whatsoever with regard to the Customer Data following the final destruction of the data as referenced above.

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The parties have executed this Termination of Services and Final Data Destruction Agreement as of the date first above written.

WELCOME TO OUR NEIGHBORHOOD!

Helping Communities, Help People.



Purpose-built for your needs

WE'RE THE HCD MARKET LEADER FOR A REASON

We purpose-built our HCD software for jurisdictions and public servants who spend their days in service of the community. Our team is a hand-selected group of former industry practitioners and experts that speak your language and know your pains, inside and out.

We have the experience and the empathy to help you navigate the industry-specific challenges you face every day.

The screenshot displays the Neighborly Software web application interface. At the top, there is a navigation bar with the Neighborly Software logo, a search bar, and user profile information for Sally Neighborly. The main content area is titled "Inspection Information" and includes a sub-header "Please review and confirm the following items". Below this, there are "FILTER OPTIONS" and "Show rows marked as:" with radio buttons for "Yes, Pass", "No, Fail", "Inconclusive", "No Selection", and "Not Marked as Filed". The "No, Fail" option is selected. The main content is organized into a table with three columns: "2. KITCHEN", "NOTES", and "FILES". The first row shows "2.10 Stove or Range with Oven" with a "No, Fail" status, a note stating "Oven does not work and only 2 of the electrical hot-plates function. Stove needs to be replaced.", and a file named "2.10 Stove (81)". The second row shows "2.11 Refrigerator" with a "No, Fail" status, a note stating "Refrigerator is old and does not adequately cool food and contents. Should be replaced within the next 6 months.", and a file named "2.11 Refrigerator (81)".

THE NEIGHORLY WAY

Neighborly Software famously offers the best customer service in the industry! In fact, we don't have customers, we have neighbors, and we all work together to help our communities thrive.

In our Neighborhood, we believe in people, and in what they can impact when armed with the right tools. And since we understand your pain-points, we centralized all HCD activities and consolidated all your data on a single platform, reducing time-consuming tasks, and removing risk from your operation.

The screenshot displays the Neighborly Software interface. At the top, there is a navigation bar with the Neighborly Software logo, a search bar, and user profile information for 'Sally Neighborly'. The main content area is titled 'HOUSEHOLD INCOME VERIFICATION' and includes a sub-section 'HOUSEHOLD MEMBER' with a table for listing members. Below this, it shows 'AMI (CALCLUATED): 75.38%' and 'TOTAL ANNUAL HOUSEHOLD INCOME: \$30,000'. At the bottom, there is a table for 'HOUSEHOLD SIZE' with columns for 1 person, 2 person, 3 person, 4 person, and 5 person, and rows for 'AMI 100%' and 'AMI 80%'. The '1 person' column and the '\$31,840' value are highlighted in green.

HOUSEHOLD SIZE	1 person	2 person	3 person	4 person	5 person
AMI 100%	\$39,800	\$45,450	\$51,150	\$56,800	\$61,350
AMI 80%	\$31,840	\$36,360	\$40,920	\$45,440	\$49,080

900+ pre-loaded write-ups

DID YOU KNOW WE DO WORK WRITE-UPS TOO?

- Create work write-ups based on 900+ pre-loaded construction specifications.
- Organize work write-ups by construction category, room location, or priority level.
- Develop internal estimates based on fixed and variable specification costs.
- Manage the specification library to your jurisdiction's unique code requirements and cost data

The screenshot displays the Neighborly Software interface for a work write-up titled "95 Roof". The interface includes a navigation bar with the Neighborly Software logo and a user profile. Below the navigation bar, there are tabs for "Detail", "Locations (1) and Categories (0)", "Items (1)", "Online Bid Details", "Review Change & In" (highlighted in green), and "Audit Log". A "Location" dropdown menu is visible, and there are links for "Show Descriptions" and "Subdivide".

The main content area shows a table of costs for the "EXTERIOR" category. The table has columns for "NO CATEGORY", "PICS", "FIXED", "VARIABLE", "QUANTITY", and "TOTAL".

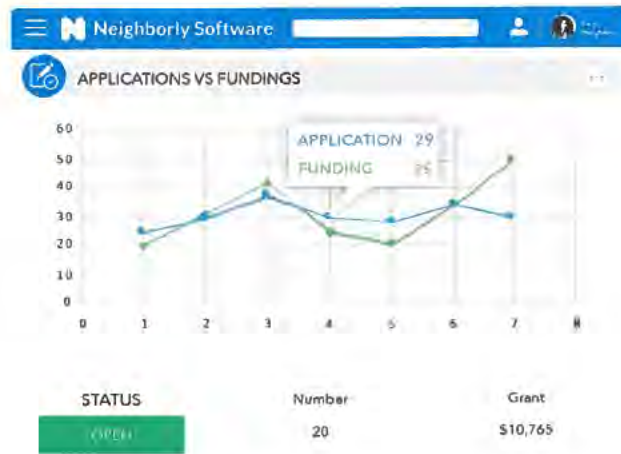
NO CATEGORY	PICS	FIXED	VARIABLE	QUANTITY	TOTAL
Roof Replacement	0	\$0.00	\$450.00 /	18	\$8,100.00
NO CATEGORY SUB TOTAL					\$8,100.00
EXTERIOR TOTAL:					\$8,100.00
Total					\$8,100.00

SIX MODULES, ONE COMPREHENSIVE SOLUTION

Grant Management

APPROVE, ALLOCATE & MONITOR GRANT FUNDS & ACTIVITIES

- ➔ Accept, review, and score grant applications (CDBG, CSBG & ESG)
- ➔ Allocate and track sub-recipient grant funding
- ➔ Submit invoices, accomplishment reports, and Section 3 reports
- ➔ Track program income
- ➔ Generate CAPERs reports



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Case Management

Loan Processing

Construction and Rehabilitation

Asset Management

Reports & Analytics

**CONNECT & EMPOWER YOUR STAFF AND STAKEHOLDERS
WITH NEIGHBORLY SOFTWARE HCD SOLUTIONS**



ADMINISTRATORS

- Enroll and qualify program applicants
- Manage projects, funding, and monitor program compliance
- Track and manage deferred, forgivable and amortized loans
 - Generate standard and ad-hoc reports



BENEFICIARIES

- Apply for Community Development programs
 - Attest to annual program compliance
- Check loan balances / forgiveness event



SUB-RECIPIENTS

- Apply for public service grants
- Complete accomplishment reports
- Manage/track budget and make Draw requests



INSPECTORS

- Complete home inspections, including photos (mobile)
- Develop work write ups from over 900 specifications
 - Estimate project costs
- Create work write up templates for future use



CONTRACTORS AND DEVELOPERS

- Register and update business information
- Submit construction bids & change orders
 - Make draw request



PROPERTY MANAGERS

- Upload rent rolls
- Respond to cure notices
- Request rent increases



**20+ HCD ACTIVITIES ADMINISTERED ON A SINGLE PLATFORM,
PURPOSE-BUILT FOR HOUSING AUTHORITIES**

- ✓ Down Payment Assistance
- ✓ Public Service Grants (CDBG, CSBG)
- ✓ Homeless Solution Grants (ESG, HOPWA)
- ✓ Affordable Housing Development
- ✓ Asset Management (Housing)
- ✓ Tenant Based Rental Assistance
- ✓ Home Accessibility Modifications
- ✓ Emergency Home Repairs
- ✓ Weatherization Assistance (WAP)
- ✓ Lead Hazard Remediation
- ✓ Property Acquisition & Demolition
- ✓ Public Infrastructure
- ✓ Community Land Trust
- ✓ Community Land Banks
- ✓ Commercial Facade Improvements
- ✓ Economic Development
- ✓ Micro-Enterprise Grants/Loans
- ✓ Housing Rehabilitation

Vendor 1 - Foundant.com

Thank you for your interest in Foundant's Scholarship Lifecycle Manager (SLM). I have listed pricing below for your review. Let me know if you have any questions.

Pricing Information

Basic License

Annual giving limit: Unlimited

Annual requests submitted: 500

2-year license price range: \$4,400

Implementation & training cost price range: \$1500 (one-time fee)

Processes included: 5

Standard License

Annual giving limit: Unlimited

Annual requests submitted: Unlimited

2-year license price range: \$6,600

Implementation & training cost price range: \$2,000 (one-time fee)

Processes included: 10

81

Advanced License

Annual giving limit: Unlimited

Annual requests submitted: Unlimited

2-year license price range: \$11,000

Implementation & training cost price range: \$2,500 (one-time fee)

Processes included: Unlimited

All license levels include:

Unlimited Customer Support

Unlimited number of users

Here is a link to the SLM demo webinar: <https://youtu.be/VVzr5YUP1NI?t=67>

Thanks again for your interest!

<https://community.foundant.com/>

Mary Ellen Stewart | Sales Development Representative | www.foundant.com | Bozeman, MT
mary-ellen.stewart@foundant.com | Direct: 406.922.5255 | Mobile: 406.599.9779

Internal Notes

*Not designed for owner rehabilitation programs, more for foundation grant programs. No rehab specifications. Will not work for us.

Vendor 2 - wizehive



<http://www.wizehive.com/>

- - WizeHive | [Read Reviews](#)
 - Grant Lifecycle Manager | [Read Reviews](#)
 - Fluxx Grantmaker | [Read Reviews](#)
 - akoyaGO | [Read Reviews](#) | (888) 290-9087
 - Submittable | [Read Reviews](#)

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What happens next? You'll be getting an email and/or a call from these companies soon to discuss pricing and set up a demo. As you talk to these companies be sure to ask about your must-have features and any potential roadblocks. To guide you through this process, here are resources to help you choose the right solution:

- [The Ultimate Software Vendor Evaluation Guide](#)
- [After Your Advisor Call: 4 Tips to Keep Your Software Purchase on Track](#)

Maria, thank you again for your time earlier today. Feel free to contact me at any time if I can be of more assistance.

Thanks,
Jakub

Jakub Vaughn
Senior Non-Profit Advisor
[Software Advice](#)
2500 Bee Caves Road
Rollingwood, TX 78746
(844) 852-3639

Internal Notes

***Not designed for owner rehabilitation programs, more for grant review management and tracking. No rehab specifications. Will not work for us.**

Vendor 3 - HDP



With less staff and more work, your housing rehabilitation team is working hard to be as efficient as possible. Achieve that efficiency with Housing Developer Pro.

What is HDP?

Housing Developer Pro (HDP) is project management software created specifically for housing rehabilitation projects. It is the software tool of choice for non-profit housing development corporations and city and county regional government housing departments who administer Single Family and Multi-Family housing rehabilitation programs or community development efforts, typically using federal or local funds earmarked for community development.

What can HDP do for me?

HDP creates written specifications and cost estimates, manages bids and contracts, tracks construction draws and change orders, and generates reports for each step of the rehab project. HDP is a time-tested software application that has evolved over its™s more than 35 year history (originally called Specmaster). HDP provides the following functions, which automate the standard tasks associated with housing rehabilitation projects:

- To accomplish your on-site housing rehabilitation inspections efficiently, you may use customizable paper Checklists or a Windows Tablet PC. The paper checklists are designed to integrate with the HDP inspection input function in the software. Using a Windows Tablet, inspection input is accomplished directly into the software.
- HDP enables you to easily customize your Unit Cost data and specifications to suit your housing stock, and program needs. It also automates the process of keeping your unit pricing for cost estimating updated by using our Spec Cost Update function which utilizes bid data from your construction contractors to calculate an accurate unit price for all of the specifications that you typically utilize. This keeps your program aligned with the "Cost Reasonableness" requirements of HUD and other funders.
- HDP generates work write-up, cost estimate, and bid documents for you based on your inspection information.
- You can track Bids and Contracts, and distribute requests for bids electronically and manage bidding through HDP Online Bidding.
- HDP will also generate PDF or printed versions of your bid documents if you prefer.
- HDP automates the process of tracking Draws and will create Change Orders that are automatically integrated into the Draw Tracking function.
- You can customize HDP so that it reflects the needs of your rehabilitation clients, market, programs, and housing stock.
- HDP contains an easily customized Library of Specifications with over 2,000 field-tested specifications for housing rehabilitation. Its specifications are designed to document and require sustainable and resilient construction practices, resolve accessibility issues and also environmental issues such as lead based paint.

Become part of the growing community of housing rehabilitation practitioners that use Housing Developer Pro to improve and standardize their rehab systems and documentation.



Pricing for HDP and HDP Online Bidding

All products by Community Development Software, LLC can be purchased by credit card (Mastercard/Visa/American Express) or approved agencies may use a Purchase Order.

All purchases include phone and email technical support during our normal business hours, Monday through Friday 8am to 5pm EST. To arrange a purchase, please contact us with your contact information and which products you wish to purchase: [Contact Us](#)

Housing Developer Pro

Purchasing one HDP subscription provides one year of HDP usage for one computer. If you're purchasing multiple subscriptions, the HDP database can be located on a centralized server so that all of your HDP users can access the same data.

Housing Developer Pro	
Description	Price
HDP 4 Annual Subscription	\$300.00

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Quantity Discounts		
Qty	Disc	Price
6-12	10%	\$270.00
13-20	15%	\$255.00
20+	Contact Us	

HDP Online Bidding

To perform HDP Online Bidding, you need to purchase Bid Requests. Bid Requests are purchased in packs of four. There is no time limit for using your Bid Requests.

To use HDP Online Bidding, you must have a current license of HDP and be running Housing Developer Pro 3.5.14 or newer.

HDP Online Bidding	
Description	Price
Bid Request 4-Pack	\$140.00

4-Pack Quantity Discounts		
Qty	Disc	Price
5-14	15%	\$119.00
15-24	30%	\$98.00
25-49	40%	\$84.00
50-124	50%	\$70.00
125+	Contact Us	

Internal Notes

*Designed for Home Owner rehab programs, but is not user friendly. Does not allow for owners to apply, only has rehab specifications and bid packages. Town has experience with this software from 2009 and NSP, and it does not appear much has changed since then. The software is very cumbersome, and it's easier to perform specifications by hand. Will not work for us.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AND APPROVING THE SETTLEMENT OF LITIGATION AND THE EXECUTION OF A CERTAIN SETTLEMENT AGREEMENT IN THE CASE SAUL DIAZ V. THE 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 and certain Town employees were named defendants (collectively, the “Defendant”) in a claim brought by Saul Diaz (the “Plaintiff”), styled *Saul Diaz v. The Town of Cicero et al.*, Case No. 22-CV-03670 (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 Fifty Thousand U.S. Dollars (\$50,000.00) as set forth in the general release and settlement agreement (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 Fifty Thousand U.S. Dollars (\$50,000.00) 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



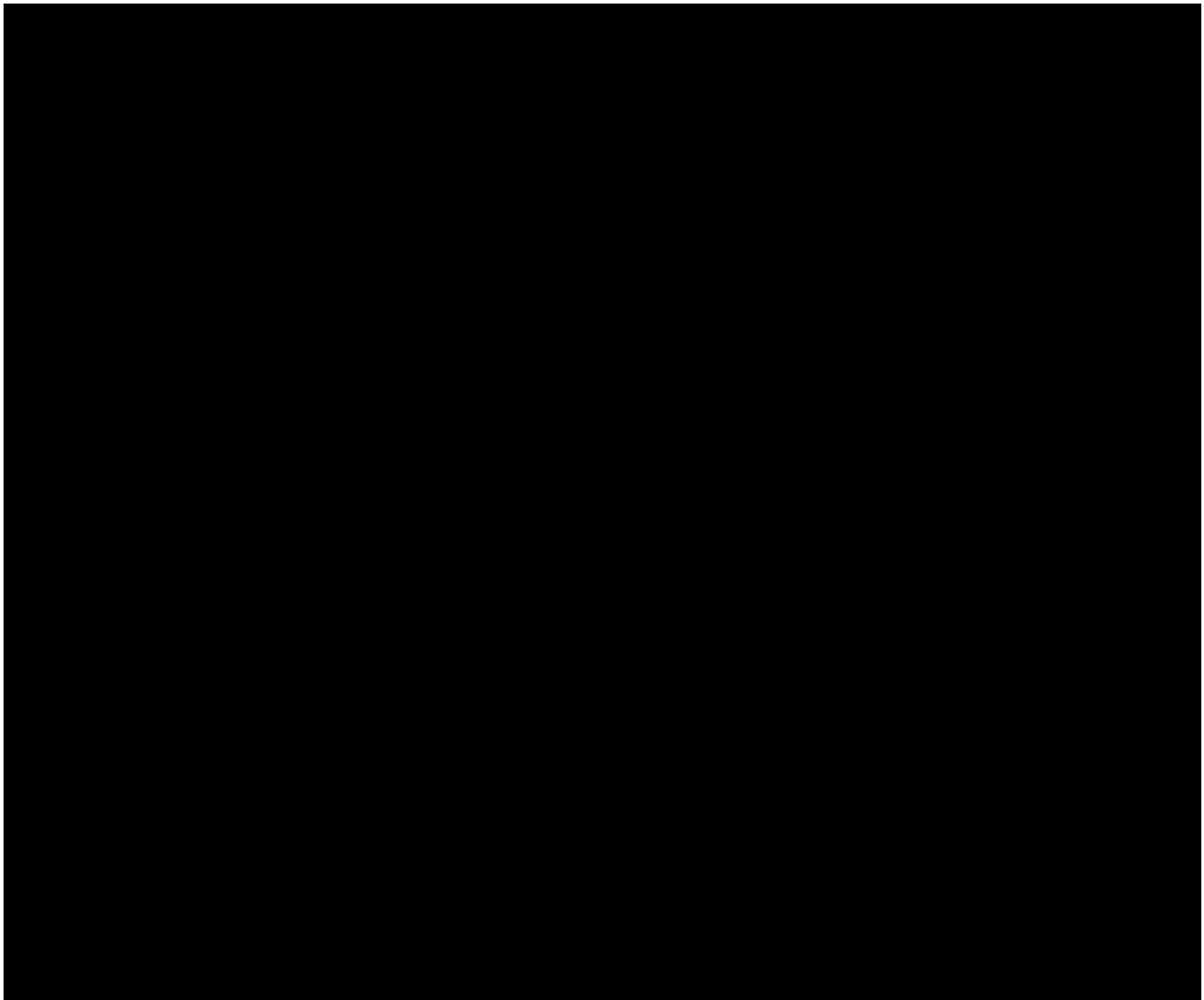
DEL GALDO LAW GROUP, LLC

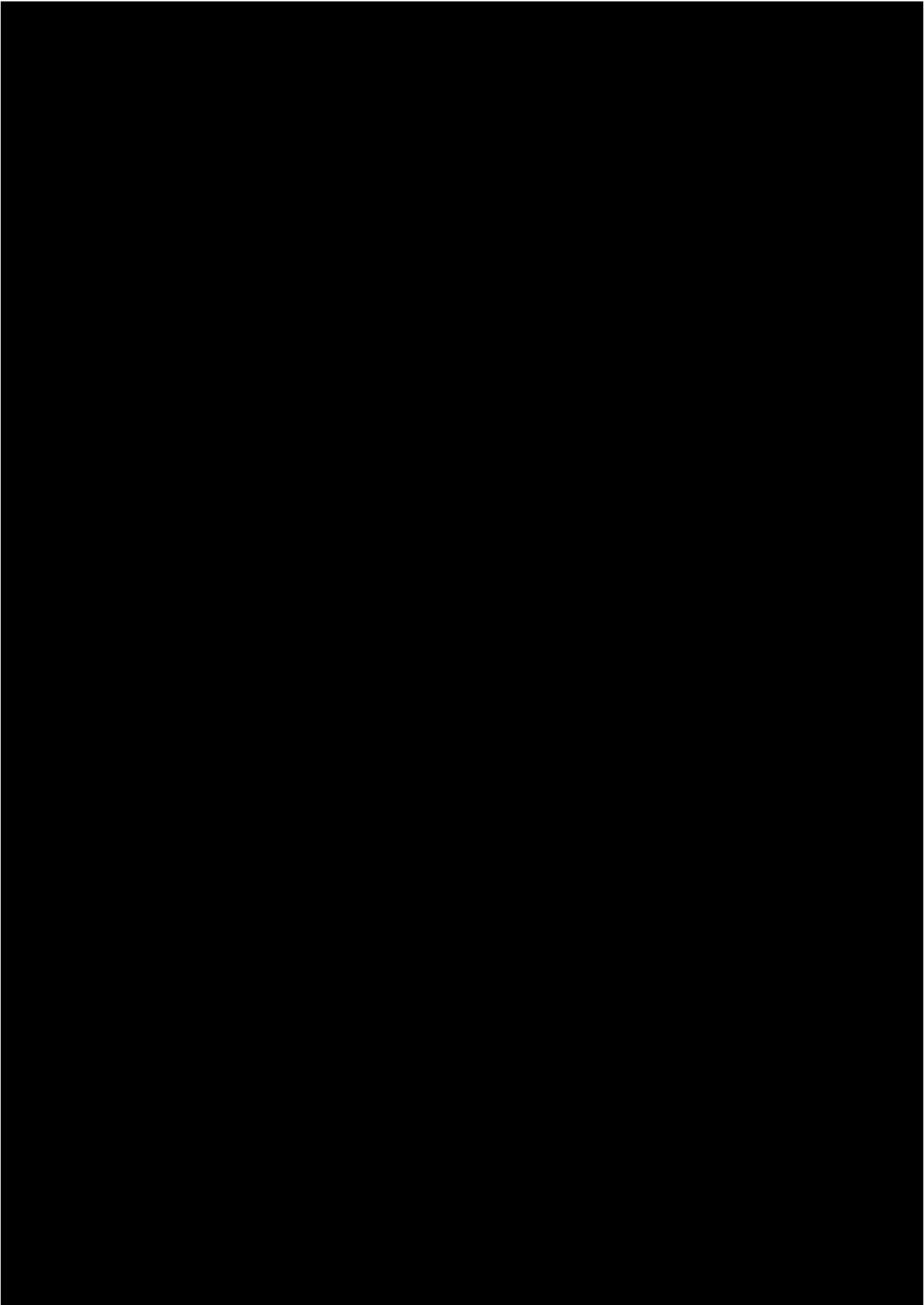
Attorneys & Counselors

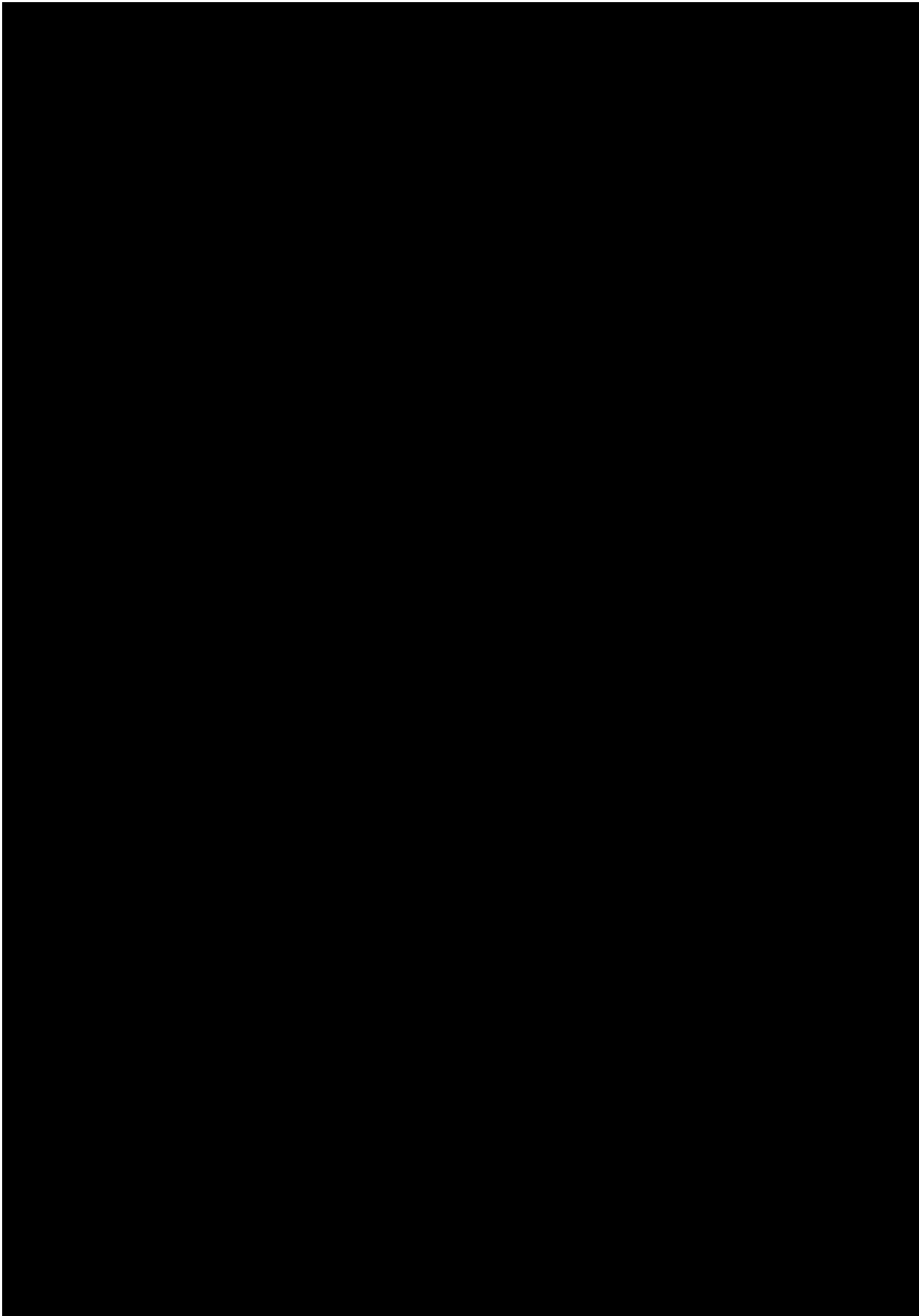
1441 S. Harlem Avenue
Berwyn, Illinois 60402
Telephone (708) 222-7000 – Facsimile (708) 222-7001
www.dlglawgroup.com

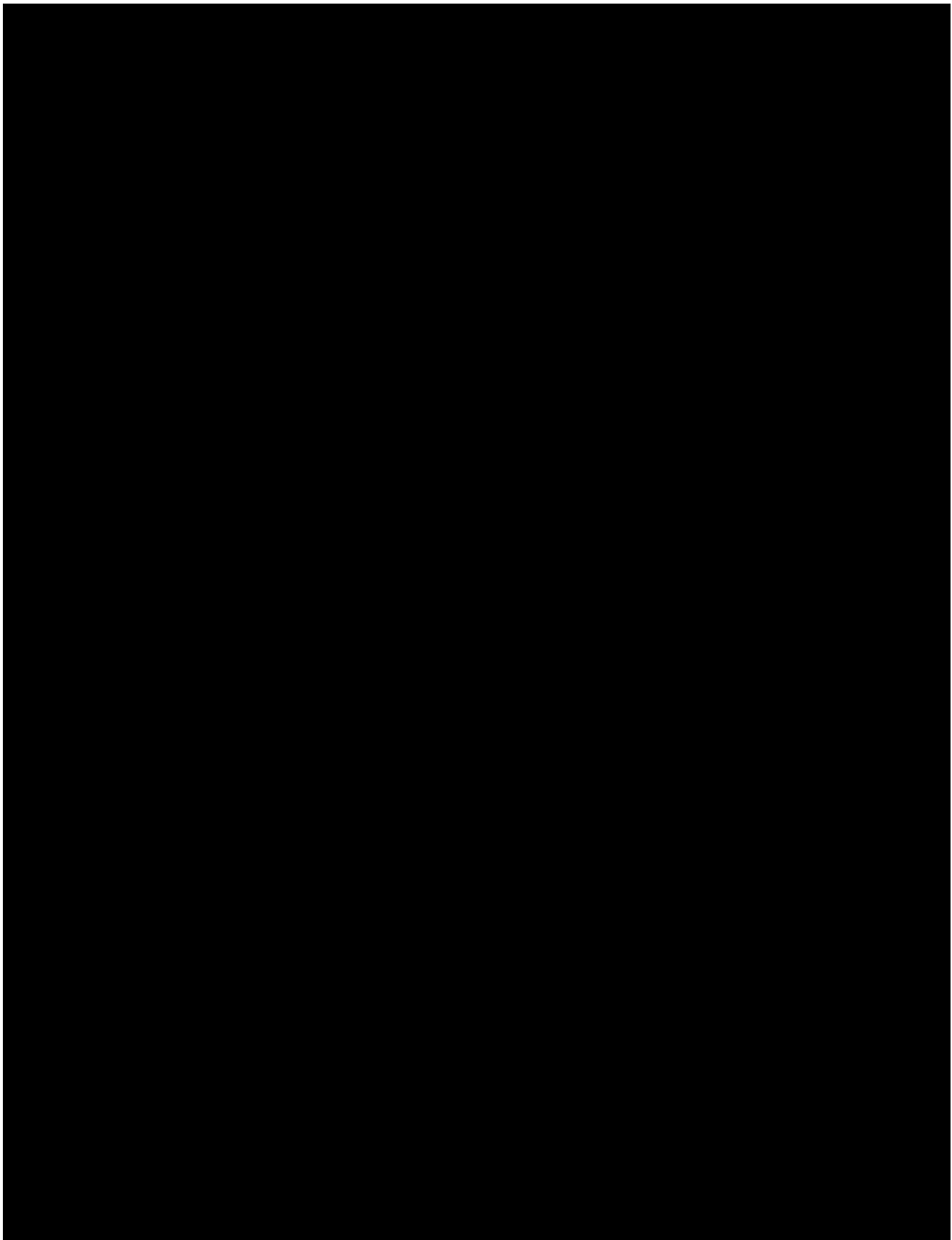
• MEMORANDUM •

TO: Jessica Fese
CC: Michael T. Del Galdo, Esq.
FROM: Michael A. Albert
DATE: January 9, 2024
SUBJECT: *Saul Diaz v. Town of Cicero, et al.*, Case No. 22-cv-03670









This document and the information in it is private and confidential and is only for the use and review of the designated recipient(s) named above. If you are not the designated recipient, do not read, review, disseminate, copy, or distribute this document, as it is strictly prohibited. The sender of this document hereby claims all privileges at law or in equity regarding this document, and specifically does not waive any privilege related to the secrecy of this document.

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

SAUL DIAZ,)	
)	Case No. 1:22-cv-03670
Plaintiff,)	
vs.)	<i>Hon. Judge Thomas M. Durkin</i>
)	
TOWN OF CICERO, OFFICER GARCIA,)	Courtroom 1441
OFFICER ALVAREZ, and OFFICER SERRANO)	
)	<u>Jury Trial Demanded</u>
Defendants.)	

GENERAL RELEASE AND SETTLEMENT AGREEMENT

This General Release and Settlement Agreement (the “Agreement”) is entered into as of the date signed below by and between the parties to the above-captioned case pursuant to the terms and conditions described herein.

RECITALS

WHEREAS on July 14, 2022, Plaintiff SAUL DIAZ (the “Plaintiff”) filed a Complaint against the TOWN OF CICERO (the “Town”), OFFICER ALEJANDRO GARCIA (“Officer Garcia”), OFFICER JAIME ALVAREZ (“Officer Alvarez”), and OFFICER JOSE SERRANO (“Officer Serrano”) entitled “SAUL DIAZ, Plaintiff, v. TOWN OF CICERO, OFFICER GARCIA, OFFICER ALAVAREZ, and OFFICER SERRANO, Defendants” IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION; Case No. 1:22-cv-03670 (the “Lawsuit”);

WHEREAS Count I of the Lawsuit, brought pursuant to 42 U.S.C. § 1983, generally alleges that the Defendant Officers violated Plaintiff’s Fourth Amendment rights when they falsely arrested Plaintiff in the Town of Cicero, Illinois, on July 24, 2020;

WHEREAS Count II of the Lawsuit, brought pursuant to 42 U.S.C. § 1983, generally alleges that the Defendant Officers violated Plaintiff’s Fourth Amendment rights when they unlawfully arrested and detained Plaintiff in the Town of Cicero, Illinois, on July 24, 2020;

WHEREAS Count III of the Lawsuit, brought pursuant to 42 U.S.C. § 1983, generally alleges that the Defendant Officers violated Plaintiff’s Fourth Amendment rights when they unlawfully arrested, detained, and instituted criminal charges against Plaintiff in the Town of Cicero, Illinois, on July 24, 2020;

WHEREAS Count IV of the Lawsuit, brought pursuant to Illinois law, generally alleges that the Defendant Officers' arrest, detainment, and institution of criminal charges against Plaintiff in the Town of Cicero, Illinois, on July 24, 2020, constituted and caused a malicious prosecution of Plaintiff in violation of Illinois State law;

WHEREAS Count V of the Lawsuit, brought pursuant to Illinois law and seeking indemnification from the Town, generally alleges that the Defendant Officers were acting within the scope of their employment as Town of Cicero police officers during all of the above-alleged events, and therefore the Town must be held liable for the Defendant Officers' alleged conduct in this matter;

WHEREAS on September 30, 2022, Officer Garcia, Officer Alvarez, and Officer Serrano each separately filed an Answer & Affirmative Defenses to the Plaintiff's Complaint, denying all material allegations made within the Lawsuit;

WHEREAS on September 30, 2022, the Town filed its Answer & Affirmative Defenses to the Plaintiff's Complaint, denying all material allegations made within the Lawsuit;

WHEREAS the Town, Officer Garcia, Officer Alvarez, and Officer Serrano (all together as the "Defendants") continue to deny any and all material allegations made within the Complaint, deny that they engaged in any wrongful or improper conduct of any kind, and further deny that they are liable to the Plaintiff in any manner or on any grounds whatsoever;

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

NOW, THEREFORE, in consideration of the provisions, covenants, and mutual promises contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which the Parties have acknowledged, the Parties hereby agree as follows:

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

SECTION 2: Terms of Settlement. In full satisfaction of any and all claims that Plaintiff has or may have against the Defendants arising out of or in any way related to the conduct alleged to have occurred in the Lawsuit, the Parties hereby agree to the following terms of settlement:

- A. The Defendants agree to pay the total sum of Fifty-Thousand and 00/100 USD (\$50,000.00) to Plaintiff provided that (i) Defendants have first received this Agreement signed and duly executed by the Plaintiff and (ii) the Town's Board of Trustees formally approves this Agreement;

- B. The payment described in Section 2(A) shall be made by a check made payable to "Foutris Law Office, Ltd. and Saul Diaz;
- C. Before issuance of this payment as described in Sections 2(A) - (B), the Plaintiff shall file an Order with the Court dismissing this Lawsuit, with prejudice, as to all Defendants.
- D. The Plaintiff further represents that no other lawsuits, charges, claims, and/or complaints remain pending against any of the Defendants with any local, state, or federal court and/or administrative agency arising out of or in any way related to the conduct alleged to have occurred in the Lawsuit. In the event that Defendants receive notice that any local, state, or federal court and/or administrative agency has a lawsuit, claim, charge, or other complaint arising out of or in any way related to the conduct alleged to have occurred in the Lawsuit pending against the Defendants by the Plaintiff, then Plaintiff agrees to execute and submit such documentation as is necessary to have such lawsuit, charge, claim, or other complaint dismissed with prejudice, as to the Defendants, at no cost to the Defendants.

SECTION 3: Attorney Fees and Expenses. With the exception of the payments specified in Sections 2(A) - (B) as described above, the Parties to this Lawsuit are responsible for payment of their own attorneys' fees, costs, expenses, or any other monies expended in connection with this matter.

SECTION 4: Release and Covenant Not to Sue.

- A. To the greatest extent permitted by law, the Plaintiff, individually, and for his attorneys, insurers, successors, predecessors, heirs, beneficiaries, and assigns, agrees to release and forever discharge the Defendants from and concerning all claims he has or may have had as of the time of the execution of this Agreement, whether known or unknown, that in any way relate, whether directly or indirectly, to the conduct alleged against the Defendants by Plaintiff in this Lawsuit. By way of explanation, but not limiting its completeness, the Plaintiff hereby fully, finally, and unconditionally releases, compromises, waives, and forever discharges the Defendants 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, 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 the Plaintiff's allegations contained in this Lawsuit, and any alleged act or omission to act by the Defendants and/or any

Released Party (as defined herein below in Section 4(C)), related to the allegations contained in this Lawsuit, accruing prior to the execution, by the Plaintiff, of this Agreement.

- B. This Agreement includes and extinguishes all claims that Plaintiff may have against the Defendants or any Released Party (as defined below in Section 4(C)), for equitable and legal relief, damages, and attorneys' fees and costs as such claims in any way relate, whether directly or indirectly, to the conduct alleged against the Defendants by the Plaintiff in this Lawsuit. Moreover, the Plaintiff specifically intends and agrees that this Agreement fully contemplates claims for attorneys' fees and costs, and hereby waives, compromises, releases, and discharges any and all such claims or liens as such claims in way relate, whether directly or indirectly, to the conduct alleged against the Defendants by Plaintiff in this Lawsuit. Furthermore, the Plaintiff specifically intends and agrees that this Agreement fully contemplates claims for all medical, property, or related liens and costs, if any, and hereby waives, compromises, releases, and discharges any and all such claims or liens which in any fashion could attach to the Defendants as such claims relate in any way, whether directly or indirectly, to the conduct alleged against the Defendants by the Plaintiff in this Lawsuit.
- C. The Plaintiff agrees that this release and covenant not to sue as part of this Agreement includes all claims and potential claims of the Plaintiff, related to the allegations contained within this Lawsuit, against the Defendants, and against each and all of the Defendants' current, former, and future employees, supervisors, colleagues, co-workers, subordinates, attorneys, counselors, fiduciaries, insurers, volunteers, and/or agents, including, but not limited to, any affiliated or related entities or persons such as 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 known as the "Released Parties").
- D. Nothing in this Agreement restricts the rights held by the Plaintiff or the Released Parties to enforce this Agreement and the promises set forth herein.

SECTION 5: No Assignment. The Plaintiff expressly represents and promises that he has not 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 Defendants and/or the Released Parties as such claims in any way relate, whether directly or indirectly, to the conduct alleged against the Defendants by the Plaintiff in this Lawsuit; (b) any rights that he may have had to assert claims on

his behalf or on behalf of others against the Defendants and/or the Released Parties as such claims in any way relate, whether directly or indirectly, to the conduct alleged against the Defendants by the Plaintiff in this Lawsuit; and (c) any right he has or may have to the money to be paid to the Plaintiff pursuant to this Agreement.

SECTION 6: Resolution of Claims. 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, for or on account of any property or medical bills incurred, deductibles, of any subrogee, doctors, including but not limited to hospitals, medical services, U.S. government claims or liens, including but not limited to all workers' compensation liens, Medicare and/or Medicaid, Illinois Department of Public Aid liens, attorneys' liens, including but not limited to liens from Foutris Law Office, Ltd. (and its predecessor and successor firm(s), if any), the County of Cook and any of its agencies, subsidiaries, and departments. 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 Defendants and the Released Parties from any such liens or claims.

SECTION 7: Documents Obtained in Discovery. The Plaintiff hereby agrees to destroy, return to the Defendants' counsel, or to keep in strict confidence, any and all information and/or documents obtained pursuant to written and/or oral discovery, Court Order, subpoena, or otherwise received from the Defendants and/or Defendants' counsel in this Lawsuit that were labeled and/or designated as Confidential. The Defendants likewise hereby agree to destroy, return to the Plaintiff's counsel, or to keep in strict confidence, any and all information and/or documents obtained pursuant to written and/or oral discovery, Court Order, subpoena, or otherwise received from the Plaintiff and/or Plaintiff's counsel in this Lawsuit that were labeled and/or designated as Confidential.

SECTION 8: 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 the interpretation of this Agreement.

SECTION 9: Entire Agreement. This Agreement sets forth all terms and conditions of the agreements and understandings between the Parties concerning the subject matter hereof. This Agreement supersedes any and all prior agreements, understandings, and communications, whether oral or written, between the Parties.

SECTION 10: Amendments. This Agreement, and the terms and conditions agreed to herein, may be modified, waived, or otherwise amended only by a written document signed by the Parties.

SECTION 11: Severability. In the event that any term, condition, section, subsection, or provision of this Agreement is found by a judicial or other tribunal to be invalid or unenforceable for any reason whatsoever, the remaining terms, conditions, sections, subsections, and provisions of this Agreement shall not be affected by such determination, and shall remain in full force and effect, and will remain otherwise enforceable.

SECTION 12: No Admission of Liability. This Agreement is being entered into solely for the purpose of settling the disputed claims in this Lawsuit and shall not be construed as an admission by the Defendants or Released Parties of any (i) liability or wrongdoing to Plaintiff, (ii) breach of any agreement or contract by the Defendants or Released Parties, (iii) duty of the Defendants or Released Parties to indemnify or defend any party within the scope of this Agreement. The Defendants and Released Parties specifically deny any liability or wrongdoing.

SECTION 13: RIGHT TO COUNSEL. The Plaintiff acknowledges that he was informed that he 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, the Plaintiff acknowledges that he had been so advised by competent legal counsel of his own choosing in connection with the review and execution of this Agreement and that he has had an opportunity to and did negotiate over the terms of this Agreement.

SECTION 14: Acknowledgement of Contents and Effect. The Plaintiff declares that he has completely read this Agreement and acknowledge that it is written in a manner calculated to be understood by the Plaintiff. The Plaintiff fully understands its terms and contents, including the rights and obligations hereunder, and freely, voluntarily, and without coercion enters into this Agreement. Further, the Plaintiff agrees and acknowledges that he has had the full opportunity to investigate all matters pertaining to his claims and that the waiver and release of all rights or claims he may have under any local, state, or federal law is knowing and voluntary.

SECTION 15: Choice of Law and Venue. 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, without regard to its conflicts of laws principles. Any dispute, claim, or lawsuit arising out of or in any way related to this Agreement shall be brought in Cook County, Illinois.

(CONTINUE TO SIGNATURE PAGE)

IN WITNESS WHEREOF, the Parties have executed this General Release and Settlement Agreement as of the date indicated below.

SAUL DIAZ:



By: Saul Diaz
Plaintiff

Dated: 12-27-2023, 2023

**THE TOWN OF CICERO,
an Illinois Municipal Corporation:**

By: Larry Dominick
President, Town of Cicero
On Behalf of Defendants

Dated: _____, 2023

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. Foutris Law Office, Ltd.</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 checked="" 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 type="checkbox"/> Other (see instructions) ▶ _____</p> <p>5 Address (number, street, and apt. or suite no.) See instructions. 53 West Jackson, Suite 252</p> <p>6 City, state, and ZIP code Chicago, IL 60604</p> <p>7 List account number(s) here (optional)</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p> <p>Requester's name and address (optional)</p>
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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																				
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Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 ▶ <u>6-27-2023</u>
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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.

103 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.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AND APPROVING THE SETTLEMENT OF LITIGATION AND THE EXECUTION OF A CERTAIN SETTLEMENT AGREEMENT IN THE CASE *RUBEN PEREZ V. TOWN OF CICERO* FOR THE TOWN OF CICERO, COUNTY OF COOK, STATE OF ILLINOIS.

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

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

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

WHEREAS, the Town was named as a defendant (the “Defendant”) in a lawsuit brought by Ruben Perez (the “Plaintiff”), styled *Ruben Perez v. Town of Cicero*, Case No. 22WC025410, regarding injuries allegedly sustained from a fall (the “Litigation”); and

WHEREAS, the Plaintiff alleges personal injury claims against the Defendant (the “Claims”); and

WHEREAS, the Plaintiff sought damages from the Defendant for the Claims; and

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

WHEREAS, in an effort to avoid further controversy, costs, legal fees, inconvenience, and any future litigation regarding any issue contained in or arising from the Litigation, the Defendant, on one hand, and the Plaintiff, on the other hand, have agreed to resolve the Litigation as to all Parties in accordance with the terms set forth in an agreement, entitled “Illinois Workers’ Compensation Commission Settlement Contract Lump Sum Petition and Order” (the “Settlement Agreement”), attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Town President (the “President”) and the Board of Trustees of the Town (the “Town Board” and with the President, the “Corporate Authorities”) have determined that it is in the best interests of the Town and its residents to agree to and accept the Settlement Agreement; and

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

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

**ARTICLE I.
IN GENERAL**

Section 1.0 Findings.

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

Section 2.0 Purpose.

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

**ARTICLE II.
AUTHORIZATION**

Section 3.0 Authorization.

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

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

Section 4.0 Headings.

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

Section 5.0 Severability.

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

Section 6.0 Superseder.

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

Section 7.0 Publication.

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

Section 8.0 Effective Date.

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

ADOPTED this _____ day of _____, 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

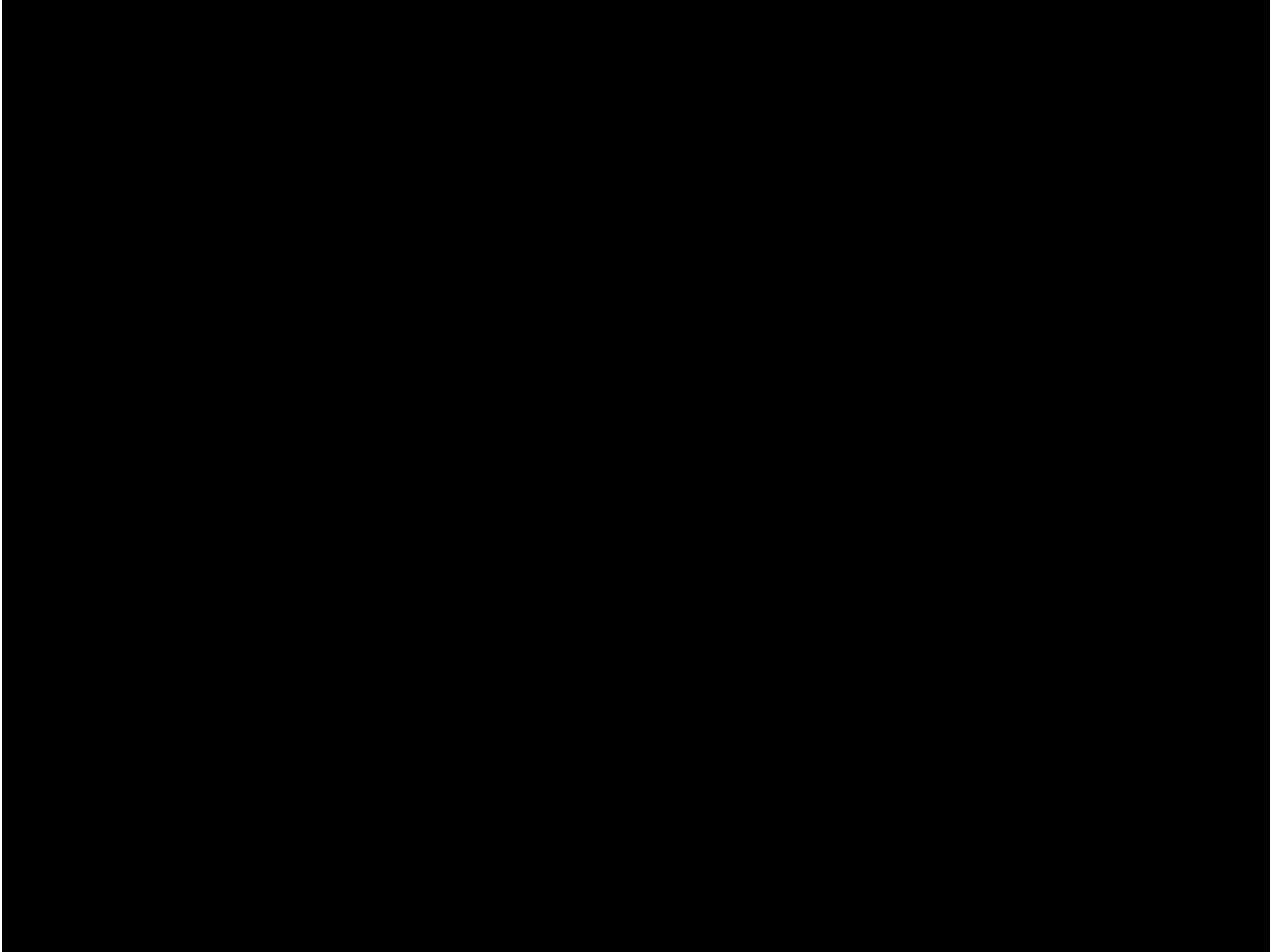
ATTEST:

 MARIA PUNZO-ARIAS
 TOWN CLERK

EXHIBIT A

Agenda Request Memo

To: Town of Cicero Board of Trustees and the Honorable Larry Dominick, Town President.
From: Robert E. Luedke
Re: worker's compensation claim for petitioner Ruben Perez
Date: January 15, 2024



**ILLINOIS WORKERS' COMPENSATION COMMISSION
SETTLEMENT CONTRACT LUMP SUM PETITION AND ORDER**

ATTENTION. Answer all questions. Attach a recent medical report.

Internal# S0131855

Workers' Compensation Act **Yes** Occupational Diseases Act **No** Fatal case? **No** Date of death

Ruben Perez

Employee/Petitioner

Case# **22WC025410**

v.

Town Of Cicero

Employer/Respondent

Setting **Chicago**

To resolve this dispute regarding the benefits due the petitioner under the Illinois Workers' Compensation or Occupational Diseases Act, we offer the following statements. We understand these statements are not binding if this contract is not approved.

Ruben Perez

Employee/Petitioner

Street address

City, State, Zip code

Town Of Cicero

Employer/Respondent

4949 West Cermak Road

Street address

Cicero, IL 60804

City, State, Zip code

State employee? **No**

Gender: **Male**

Marital status: **Married**

Dependents under age 18: **0**

Birthdate: [REDACTED]

Average weekly wage: **\$755.40**

Date of accident: **4/20/2022**

How did the accident occur? **Arising out of and in the course of employment**

What part of the body was affected? **Left knee, and low back, MAW**

What is the nature of the injury? [REDACTED]

The employer was notified of the accident **orally.**

Return-to-work date: **July 6, 2022**

Location of accident: **Cicero**

Did the employee return to his or her regular job? **Yes**

If not, explain below and describe the type of work the employee is doing, the wage earned, and the current employer's name and address.

TEMPORARY TOTAL DISABILITY BENEFITS: Compensation was paid for **11** weeks at the rate of **\$503.60** /week.

The employee was temporarily totally disabled during the following period(s):

From	Through
<u>April 20, 2022</u>	<u>July 6, 2022</u>

Notes regarding temporary total disability benefits:

Petitioner returned to light-duty employment on July 6, 2022.

MEDICAL EXPENSES: The employer **has not** paid all medical bills. List unpaid bills in the space below.
see terms of settlement

PREVIOUS AGREEMENTS: Before the petitioner signed an Attorney Representation Agreement, the respondent or its agent offered in writing to pay the petitioner \$ **n/a** as compensation for the permanent disability caused by this injury.

An arbitrator or commissioner of the Commission previously made an award on this case on **n/a** regarding
TTD \$ **n/a** Permanent disability \$ **n/a** Medical expenses \$ **n/a** Other \$ **n/a**

TERMS OF SETTLEMENT: **Attach a recent medical report signed by the physician who examined or treated the employee.** Respondent offers and Petitioner agrees to accept subject to the approval of the IWCC the full and final sum of \$21,755.52 to fully settle all claims for benefits or reimbursement under the Act arising from the occurrence of 4-20-22. This settlement includes any and all amounts claimed or due for TTD, TPD, PPD, and past, present, and future medical expenses. Notwithstanding the foregoing respondent agrees to pay pursuant to the fee schedule or otherwise resolve all reasonable, necessary, and causally connected medical expenses directly to the appropriate provider incurred on or before the MMI date of April 19, 2023. This settlement is calculated as 20% of the left leg and 1% man as a whole or 48 weeks times \$453.24 totaling \$21,755.52. Parties waive all rights pursuant to Sections 8(a) and 19(h) of the Act. Respondent retains all lien rights pursuant to section 5b of the Act. The parties have considered the interests of Medicare in this settlement. No amount is allocated for future medical expenses based on the opinion of treating physician Dr. Hennessy that the petitioner will need no further medical treatment as a result of this accident. (See office note dated April 19, 2023).

Total amount of settlement	<u>\$21,755.52</u>	
Deduction: Attorney's fees	<u>\$4,351.10</u>	
Deduction: Petitioner's costs	<u>\$307.70</u>	<u>Medical expenses</u>
Deduction: Other (explain)	<u>\$0.00</u>	
Amount employee will receive	<u>\$17,096.72</u>	

PETITIONER'S SIGNATURE. *Attention, petitioner. Do not sign this contract unless you understand all of the following statements.*

I have read this document, understand its terms, and sign this contract voluntarily. I believe it is in my best interests for the Commission to approve this contract. I understand that I can present this settlement contract to the Commission in person. I understand that by signing this contract, I am giving up the following rights unless expressly reserved or left open for a specified period of time in the terms of settlement:

1. My right to a trial before an arbitrator;
2. My right to appeal the arbitrator's decision to the Commission;
3. My right to any further medical treatment, at the employer's expense, except as otherwise provided herein, for the results of this injury;
4. My right to any additional benefits if my condition worsens as a result of this injury.

Signature on File

Signature of petitioner

Ruben Perez

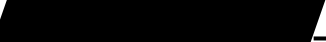
Name of petitioner

Telephone number

1/4/2024

Date

PETITIONER'S ATTORNEY. I attest that any fee petitions on file with the IWCC have been resolved. Based on the information reasonably available to me, I recommend this settlement contract be approved.

/s/ 

Signature of attorney

Joseph P. Brancky

Attorney's name

Leonard Law Group

325 S Paulina Street

Suite 100

Chicago, IL 60612

Firm name and address

(312) 226-8273

Telephone number

1/4/2024

Date

00926

IWCC Code #

jbrancky@leonardlawgroup.net

E-mail address

RESPONDENT'S ATTORNEY. The respondent agrees to this settlement and will pay the benefits to the petitioner or the petitioner's attorney, according to the terms of this contract, promptly after receiving a copy of the approved contract.

Signature of attorney

Robert Luedke

Date

04217

Attorney's name

Del Galdo Law Group LLP

1441 S HARLEM AVE

IWCC Code #

BERWYN, IL 60402

Firm name and address

(708) 222-7000

Telephone number

luedke@dlglawgroup.com

E-mail address

Insurance Program Managers Group

Name of respondent's insurance or service company

ORDER OF ARBITRATOR OR COMMISSIONER:

Having carefully reviewed the terms of this contract, in accordance with Section 9 of the Act, by my stamp I hereby approve this contract, order the respondent to promptly pay in a lump sum the total amount of settlement stated above, and dismiss this case.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AND APPROVING THE SETTLEMENT OF LITIGATION AND THE EXECUTION OF A CERTAIN SETTLEMENT AGREEMENT IN THE CASE *STEPHEN HENDRICK V. TOWN OF CICERO* FOR THE TOWN OF CICERO, COUNTY OF COOK, STATE OF ILLINOIS.

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

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

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

WHEREAS, the Town was named as a defendant (the “Defendant”) in a lawsuit brought by Stephen Hendrick (the “Plaintiff”), styled *Stephen Hendrick v. Town of Cicero*, Case No. 21WC012687, regarding injuries allegedly sustained while responding to a call for police assistance (the “Litigation”); and

WHEREAS, the Plaintiff alleges personal injury claims against the Defendant (the “Claims”); and

WHEREAS, the Plaintiff sought damages from the Defendant for the Claims; and

WHEREAS, the Town does not admit any wrongdoing on its part or on the part of any of its current or former employees, officers, or officials, but the Plaintiff and the

Defendant (together, the “Parties”) wish to settle these matters to avoid protracted litigation and the costs associated therewith; and

WHEREAS, in an effort to avoid further controversy, costs, legal fees, inconvenience, and any future litigation regarding any issue contained in or arising from the Litigation, the Defendant, on one hand, and the Plaintiff, on the other hand, have agreed to resolve the Litigation as to all Parties in accordance with the terms set forth in an agreement, entitled “Illinois Workers’ Compensation Commission Settlement Contract Lump Sum Petition and Order” (the “Settlement Agreement”), attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Town President (the “President”) and the Board of Trustees of the Town (the “Town Board” and with the President, the “Corporate Authorities”) have determined that it is in the best interests of the Town and its residents to agree to and accept the Settlement Agreement; and

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

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

**ARTICLE I.
IN GENERAL**

Section 1.0 Findings.

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

Section 2.0 Purpose.

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

**ARTICLE II.
AUTHORIZATION**

Section 3.0 Authorization.

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

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

Section 4.0 Headings.

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

Section 5.0 Severability.

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

Section 6.0 Superseder.

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

Section 7.0 Publication.

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

Section 8.0 Effective Date.

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

ADOPTED this _____ day of _____, 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

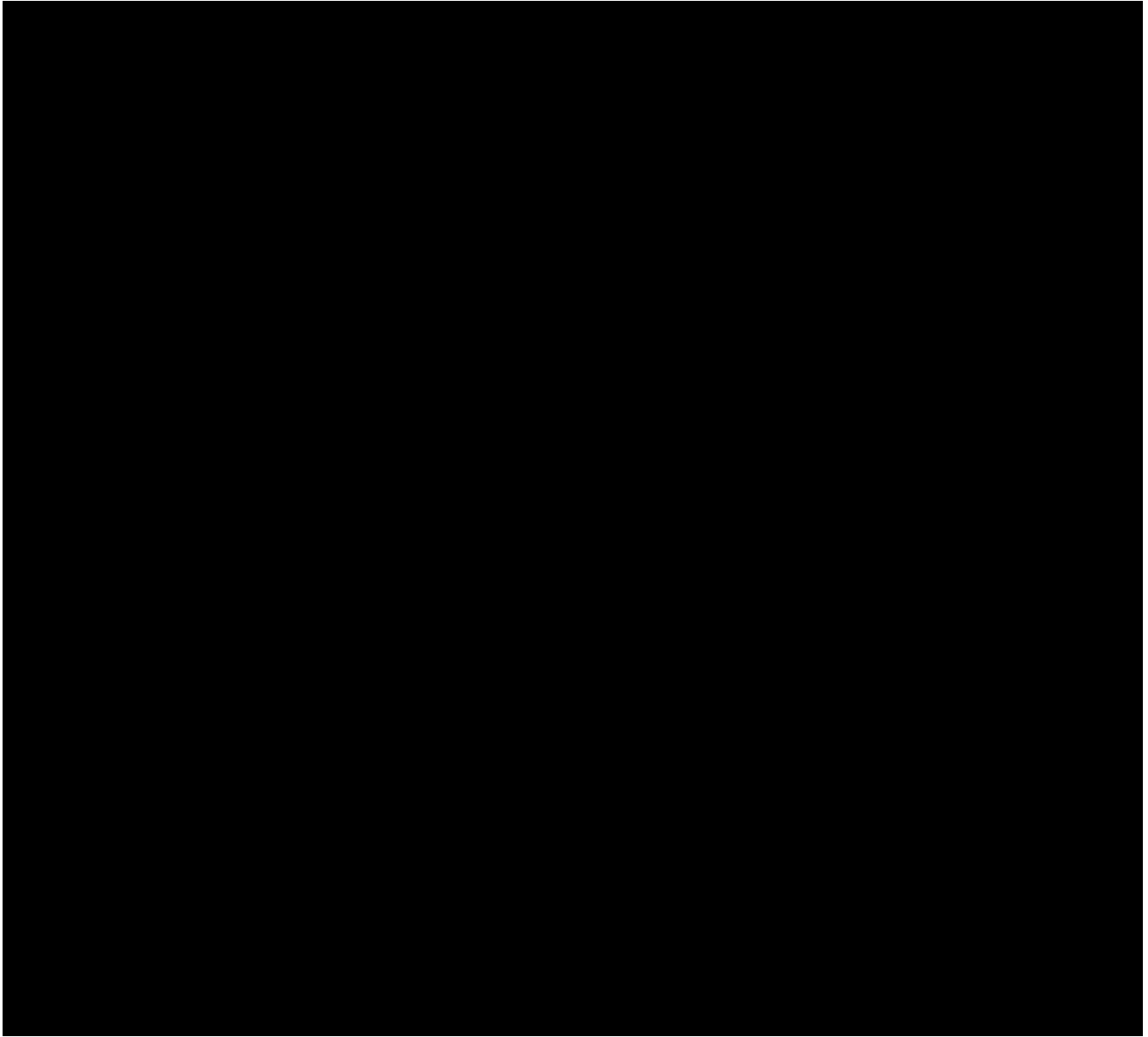
ATTEST:

 MARIA PUNZO-ARIAS
 TOWN CLERK

EXHIBIT A

Agenda Request Memo

To: Town of Cicero Board of Trustees and the Honorable Larry Dominick, Town President.
From: Robert E. Luedke
Re: worker's compensation claim for petitioner Stephen Hendrick
Date: January 3, 2024



**ILLINOIS WORKERS' COMPENSATION COMMISSION
SETTLEMENT CONTRACT LUMP SUM PETITION AND ORDER**

ATTENTION. Answer all questions. Attach a recent medical report.

Internal# S0127735

Workers' Compensation Act **Yes** Occupational Diseases Act **No** Fatal case? **No** Date of death

Stephen Hendrick
Employee/Petitioner

Case# **21WC012687**

v.

Cicero Police Department

Setting **Chicago**

Employer/Respondent

To resolve this dispute regarding the benefits due the petitioner under the Illinois Workers' Compensation or Occupational Diseases Act, we offer the following statements. We understand these statements are not binding if this contract is not approved.

Stephen Hendrick

Employee/Petitioner

Street address

City, State, Zip code

Cicero Police Department

Employer/Respondent

4901 W Cermak Rd
Street address

Cicero, IL 60804
City, State, Zip code

State employee? **No** Gender: **Male**

Marital status: **Single**

Dependents under age 18: **0**

Birthdate:

Average weekly wage: **\$1,920.00**

Date of accident: **2/15/2021**

How did the accident occur? **IN THE COURSE OF EMPLOYMENT**

What part of the body was affected?

What is the nature of the injury? **Permanent**

The employer was notified of the accident **orally and in writing.** Return-to-work date: **December 3, 2021**

Location of accident: **Cicero** Did the employee return to his or her regular job? **Yes**

If not, explain below and describe the type of work the employee is doing, the wage earned, and the current employer's name and address.

TEMPORARY TOTAL DISABILITY BENEFITS: Compensation was paid for **41 4/7** weeks at the rate of **\$1,920.00** /week. The employee was temporarily totally disabled during the following period(s):

From	Through
<u>February 15, 2021</u>	<u>December 3, 2021</u>

Notes regarding temporary total disability benefits:

Petitioner received full salary pursuant to the Public Employee Disability Act.

MEDICAL EXPENSES: The employer **has not** paid all medical bills. List unpaid bills in the space below.

See terms of settlement.

PREVIOUS AGREEMENTS: Before the petitioner signed an Attorney Representation Agreement, the respondent or its agent offered in writing to pay the petitioner \$ **n/a** as compensation for the permanent disability caused by this injury.

An arbitrator or commissioner of the Commission previously made an award on this case on **n/a** regarding

TTD \$ **n/a**

Permanent disability \$ **n/a**

Medical expenses \$ **n/a**

Other \$ **n/a**

TERMS OF SETTLEMENT: Attach a recent medical report signed by the physician who examined or treated the employee.

Respondent offers and Petitioner agrees to accept subject to the approval of the IWCC the full and final sum of \$43,586.50 to fully settle all claims for benefits or reimbursement under the Act arising from the occurrence of 2-15-21 and an unfiled claim occurring on 1-9-22. This settlement includes any and all amounts claimed or due for TTD, TPD, PPD, and past, present, and future medical expenses. Respondent agrees to hold petitioner harmless regarding payment of a Town of Cicero ambulance bill incurred on February 15, 2021. This settlement is calculated as 10% of the person as a whole or 50 weeks times \$871.73 totaling \$43,586.50. Parties waive all rights pursuant to Sections 8(a) and 19(h) of the Act. The parties have considered the interests of Medicare in this settlement. Petitioner is neither a Medicare-beneficiary nor is he Medicare-eligible, and he has no expectation of becoming Medicare-eligible within the next 30 months. No amount is allocated for future medical expenses based on the opinion of treating physician Dr. Cole that the petitioner will need no further medical treatment as a result of this accident. (See office note dated April 1, 2022).

In accordance with the provisions of Section 10.1 of the Act this lump sum settlement of \$43,586.50 represents \$8,717.30 for attorney's fees, \$106.86 for litigation-related expenses and the balance of \$34,762.34,, payable at the amortized monthly rate of \$106.90/month for 325.2 months, reflecting the 27.1-year statistical life expectancy of Petitioner, whose date of birth is 06/14/1971, according to US Life Tables contained in the National Vital Statistics Reports, Volume 71, No. 1, August 8, 2022,

Compiled by the National Center for Health Statistics, Center for Disease Control & Prevention of the US Department of Health & Human Services. This is future income replacement and is intended for Social Security purposes only.

Total amount of settlement	<u>\$43,586.50</u>	
Deduction: Attorney's fees	<u>\$8,717.30</u>	
Deduction: Petitioner's costs	<u>\$0.00</u>	
Deduction: Other (explain)	<u>\$106.86</u>	<u>Medical records and bills expense (Yo Concierge)</u>
Amount employee will receive	<u>\$34,762.34</u>	

PETITIONER'S SIGNATURE. *Attention, petitioner. Do not sign this contract unless you understand all of the following statements.*

I have read this document, understand its terms, and sign this contract voluntarily. I believe it is in my best interests for the Commission to approve this contract. I understand that I can present this settlement contract to the Commission in person. I understand that by signing this contract, I am giving up the following rights unless expressly reserved or left open for a specified period of time in the terms of settlement:

1. My right to a trial before an arbitrator;
2. My right to appeal the arbitrator's decision to the Commission;
3. My right to any further medical treatment, at the employer's expense, except as otherwise provided herein, for the results of this injury;

al benefits if my condition worsens as a result of this injury.

12/30/2023

Signature of petitioner

Name of petitioner

Telephone number

Date

PETITIONER'S ATTORNEY. I attest that any fee petitions on file with the IWCC have been resolved. Based on the information reasonably available to me, I recommend this settlement contract be approved.

Signature of attorney

Ann-Louise Kleper

Date

01315

Attorney's name

Dworkin & Maciariello
134 N LaSalle Street

Suite 650

Chicago, IL 60602

Firm name and address

3128577777

Telephone number

IWCC Code #

Akleper@hammerjustice.com

E-mail address

RESPONDENT'S ATTORNEY. The respondent agrees to this settlement and will pay the benefits to the petitioner or the petitioner's attorney, according to the terms of this contract, promptly after receiving a copy of the approved contract.

Signature of attorney

Robert Luedke

Date

04217

Attorney's name

Del Galdo Law Group LLP
1441 S HARLEM AVE

IWCC Code #

BERWYN, IL 60402

Firm name and address

(708) 222-7000

Telephone number

luedke@dlglawgroup.com

E-mail address

Insurance Program Managers Group

Name of respondent's insurance or service company

ORDER OF ARBITRATOR OR COMMISSIONER:

Having carefully reviewed the terms of this contract, in accordance with Section 9 of the Act, by my stamp I hereby approve this contract, order the respondent to promptly pay in a lump sum the total amount of settlement stated above, and dismiss this case.

BEFORE THE WORKERS COMPENSATION COMMISSION
OF THE STATE OF ILLINOIS

Stephen Hendrick,
Petitioner,
v.
Cicero Police Department.
Respondent.

Case No.: 21WC012687

**DECLARATION, AND POWER OF ATTORNEY FOR ELECTRONIC FILING OF
SETTLEMENT CONTRACT LUMP SUM PETITION AND ORDER**

As the Petitioner in this case I hereby appoint and direct my attorneys, The Law Offices of Dworkin & Maciariello, to file the Settlement Contract Lump Sum Petition and Order in this case. I have been provided a copy of the Settlement Contract Lump Sum Petition and Order, I have read the information provided, and I have signed the Settlement Contract Lump Sum Petition and Order electronically. I understand that this Declaration is to be filed with the Illinois Workers Compensation Commission as an attachment to my Settlement Contract Lump Sum Petition and Order in lieu of paper signature.

Furthermore, I authorize, direct, and appoint my attorneys, The Law Offices of Dworkin & Maciariello, to act for me and in my name with respect to the correction of any scrivener's errors, typographical errors, or other errata. My attorneys shall also make such alterations as requested or required by the Arbitrator or Commissioner approving the contract. Such powers are limited to those corrections which do not materially alter the terms, decrease my net proceeds, or limit substantive rights under the terms of the Settlement Contract Lump Sum Petition and Order as signed by me. My attorney is authorized to make material alteration to the terms of the contract without further signature should such alteration result in an increase in the amount of my net proceeds or increase my preserved rights, so long as such increases are made without an exchange of further consideration.



Signature

Stephen Hendrick
Name (please print)

12/30/2023

Date