

VILLAGE OF STICKNEY

6533 West Pershing Road
Stickney, Illinois 60402-4048
Phone - 708-749-4400
Fax - 708-749-4451



Jeff Walik
Village President

Mary Hrejsa
Tim Kapolnek

Village Trustees
Mitchell Milenkovic
Sam Savopoulos

Leandra Torres
Jeff White



Audrey McAdams
Village Clerk

REGULAR MEETING
BOARD OF TRUSTEES
Stickney Village Court Room
6533 W. Pershing Road

Tuesday, June 1, 2021

7:00 p.m.

Meeting Agenda

IMPORTANT NOTICE: As a result of the ongoing COVID-19 pandemic and the Governor of the State of Illinois' declaration of an emergency, the meeting will be conducted in person and via Zoom in compliance with P.A. 101-0640. All persons attending the meeting in-person will be required to wear a face mask at all times while in the building and will further be subject to strict social distancing (6 feet separation). Electronic attendance via Zoom is strongly encouraged. The information for the Zoom meeting is as follows:

Website: Zoom.us
Meeting ID: 312 915 7558
Password: 768782

PUBLIC COMMENT: Persons not attending the meeting in person may submit "Public Comment" to the Village Clerk no later than one (1) hour before the scheduled start of the meeting. Please send public comments to the Village Clerk at villageclerk@villageofstickney.com.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Approve Minutes of Cicero-Pershing Tax Increment Financing District Public Hearing
5. Approve Minutes of Previous Regular Meeting
6. Authorize Payment of Bills
7. Pass and Approve Ordinance 2021-09, "An Ordinance of the Village of Stickney, Cook County, Illinois, Designating the Cicero and Pershing Redevelopment Project Area of Said Village a Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act"
8. Pass and Approve Ordinance 2021-10, "An Ordinance of the Village of Stickney, Cook County, Illinois Approving the Village of Stickney Cicero and Pershing Tax Increment Financing District Redevelopment Project Area Redevelopment Plan and Project (Cicero and Pershing TIF District)"
9. Pass and Approve Ordinance 2021-11, "An Ordinance of the Village of Stickney, Cook County, Illinois, Adopting Tax Increment Allocation Financing for the Cicero and Pershing Redevelopment Project Area"

- 10. Approve Resolution 06-2021, "A Resolution Authorizing and Approving a Certain Agreement with Conduent State and Local Solutions, Inc. Related to the Installation of Red Light Cameras in the Village of Stickney"**
- 11. Approve Resolution 07-2021, "A Resolution Authorizing and Approving a Certain Billing Agreement with Paramedic Billing Services, Inc. for the Village of Stickney"**
- 12. Report from the President**
- 13. Report from the Clerk**
- 14. Trustee Reports/Committee Reports**
- 15. Reports from Department Heads**
- 16. Public Comment**
- 17. Adjournment**

Posted May 28, 2021

CICERO-PERSHING TAX INCREMENT FINANCING DISTRICT

PUBLIC HEARING LOCATION:

VILLAGE OF STICKNEY VILLAGE HALL, 6533 Pershing Road, Stickney, Illinois 60402

DATE & TIME: TUESDAY, MAY 18, 2021 AT 7:00 P.M.

IMPORTANT NOTICE: As a result of the ongoing COVID-19 pandemic and the Governor of the State of Illinois' declaration of an emergency, the below described public hearing will be conducted in person and via Zoom in compliance with P.A. 101-0640. All persons attending the meeting in-person will be required to wear a face mask at all times while in the building and will further be subject to strict social distancing (6 feet separation). Electronic attendance via Zoom is strongly encouraged. The information for the Zoom meeting is as follows:

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I HEREBY CALL THE PUBLIC HEARING ON THE PROPOSED CICERO AND PERSHING REVELOPMENT PROJECT AREA TO ORDER AT 7:01 P.M.

PURSUANT TO 65 ILLINOIS COMPILED STATUTES 5/11-74.4-5, A PUBLIC HEARING MUST BE CONDUCTED BY THE CORPORATE AUTHORITIES UPON SUBMISSION OF A PROPOSED REDEVELOPMENT PLAN AND THE DESIGNATION OF THE PROPOSED REDEVELOPMENT PROJECT AREA. NOTICE OF THIS HEARING WAS GIVEN BY PUBLICATION IN THE LOCAL EDITION OF THE LANDMARK NEWSPAPER ON APRIL 28TH AND MAY 5TH, 2021. THAT NOTICE INFORMED CITIZENS OF STICKNEY THAT THE VILLAGE OF STICKNEY WILL HOLD A PUBLIC HEARING ON TUESDAY, MAY 18TH, 2021 AT 7:00 P.M., IN VILLAGE BOARD CHAMBERS, AT STICKNEY VILLAGE HALL, LOCATED AT 6533 PERSHING ROAD, STICKNEY, ILLINOIS FOR THE CONSIDERATION OF A PROPOSED REDEVELOPMENT PLAN AND THE DESIGNATION OF THAT CERTAIN PROPOSED REDEVELOPMENT PROJECT AREA, OR TIF DISTRICT, TO BE KNOWN AS THE CICERO AND PERSHING REVELOPMENT PROJECT AREA.

ARE THERE ANY QUESTIONS OR ORAL OR WRITTEN COMMENTS FROM THE GENERAL PUBLIC, OR AFFECTED TAXING DISTRICTS, WITH REGARD TO THE PROPOSED REDEVELOPMENT PLAN? IF SO, PLEASE KINDLY STEP TO THE MICROPHONE; GIVE US YOUR NAME, ADDRESS, AND MAKE YOUR STATEMENT.

The Mayor asked Deputy Chief Jacak if there were any people in the courtroom. He responded that there were people in the courtroom, but they only wished to observe. The Mayor asked the Clerk if she received any requests for public comment. She did not. He asked Josh Brniak if he had any requests for public comment. He did not have knowledge of any comments.

Village Attorney Tiffany Nelson-Jaworski stated that because of Covid restrictions we are meeting remotely and there are people present in the courtroom, but no one has requested to speak. She asked if Board members had any comments.

The Mayor asked the Trustees if they had any comments or concerns on the Cicero-Pershing Tax Increment Financing District.

Trustee White, no

Trustee Kapolnek, no

Trustee Hrejsa, no

Trustee Milenkovic, no

Trustee Torres is absent

Trustee Savopoulos gave the following input: He thanked everyone for getting this done. It is going to be very beneficial for our Village in that area of Cicero Avenue and Pershing. I think you will like what you see in the future.

Village Attorney Tiffany Nelson-Jaworski introduced Chuck Durham from Kane, McKenna who is also in the courtroom. She asked him to give a statement on the TIF. The Mayor explained, "The TIF will be on Pershing and Cicero Avenue. Trustee Savopoulos, along with several Trustees before me and with Chuck have been working to put this TIF together for about six years. Chuck is the master of this and requested that he explain what it is all about."

Chuck Durham informed us, "This is a great opportunity for your Village. It is the first Taxing Increment Financing District that this Village has undertaken. Most communities in the state have several TIF Districts. Now Stickney is in that number and represents an opportunity to redevelop a special commercial area of the Village. With the supervision of the Village Attorney, we did undertake all the notices required from the TIF law. The Village followed each and every step required in the process. If the Village Board has a mind to, it is important to note that the Village Board cannot take any action on the TIF District tonight. They have to wait at least fourteen days. Therefore, we plan to make a recommendation to the Village Board on June 1 with all the ordinances presented before you. We will recommend at that time that the Village Board consider adoption of the TIF District."

The Mayor asked if the Trustees had any questions.

Trustee White, no

Trustee Savopoulos, no

Trustee Kapolnek, no

Trustee Hrejsa, no

Trustee Milenkovic, no

Trustee Torres is absent

There being no further business, Trustee White moved, duly seconded by Trustee Savopoulos that the meeting be adjourned. Upon which the Board adopted the motion at 7:09 p.m.

Audrey McAdams, Village Clerk

Approved by me this day of , 2021

Jeff Walik, President

May 18, 2021

State of Illinois
County of Cook
Village of Stickney

IMPORTANT NOTICE: As a result of the ongoing COVID-19 pandemic and the Governor of the State of Illinois' declaration of an emergency, the special meeting will be conducted in person and via Zoom in compliance with P.A. 101-0640. All persons attending the meeting in-person will be required to wear a face mask at all times while in the building and will further be subject to strict social distancing (6 feet separation). Electronic attendance via Zoom is strongly encouraged. The information for the Zoom meeting is as follows:

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PUBLIC COMMENT: Persons wishing to attend via Zoom or not wanting to attend the meeting in person may submit "Public Comment" to the Village Clerk no later than one (1) hour before the scheduled start of the meeting. Please send public comments to the Village Clerk at villageclerk@villageofstickney.com.

The Board of Trustees of the Village of Stickney met via Zoom electronic means on Tuesday, May 18, 2021, at 7:09 p.m.

Upon the roll call, the following Trustees were present:
Trustees Hrejsa, Kapolnek, Milenkovic, Savopoulos and White
Absent: Trustee Torres

The Mayor explained to people that Trustee Torres is still out on medical. It is an excused absence.

Trustee Milenkovic moved, duly seconded by Trustee Kapolnek to approve the minutes of the previous Regular Session on Tuesday, May 4, 2021.

Upon the roll call, the following Trustees voted:
Ayes: Trustee Hrejsa, Kapolnek, Milenkovic, Savopoulos and White
Absent: Trustee Torres
Nays: None
Mayor Walik declared the motion carried.

Trustee White moved, duly seconded by Trustee Savopoulos that the bills, approved by the various committees of the Board, be approved for payment, and to approve warrants which authorize the Village Treasurer to draw checks to pay the bills, to be signed by the authorized signers, as provided for by the Ordinances of the Village of Stickney.

Upon the roll call, the following Trustees voted:
Ayes: Trustee Hrejsa, Kapolnek, Milenkovic, Savopoulos and White
Absent: Trustee Torres
Nays: None
Mayor Walik declared the motion carried.

Trustee Hrejsa moved, duly second by Trustee Kapolnek to pass and approve Ordinance 2021-07, "An Ordinance Authorizing and Approving the Disposal of Personal Property for the Village of Stickney, Illinois."

Upon the roll call, the following Trustees voted:

Ayes: Trustee Hrejsa, Kapolnek, Milenkovic, Savopoulos and White

Absent: Trustee Torres

Nays: None

Mayor Walik declared the motion carried.

Prior to the vote, the Mayor explained that these are two real old beat-up cars that do not run any more. Public Works is requesting we get rid of them. We may even give them to the fire department to practice on.

Trustee Savopoulos moved, duly seconded by Trustee White to Pass and Approve Ordinance 2021-08, "An Ordinance Granting and Approving a Special Use Permit to Operate a Gas n' Wash for the Property Commonly known as 3800 South Cicero Avenue, Stickney, Illinois."

Upon the roll call, the following Trustees voted:

Ayes: Trustee Hrejsa, Kapolnek, Milenkovic, Savopoulos and White

Absent: Trustee Torres

Nays: None

Mayor Walik declared the motion carried.

Trustee Kapolnek moved, duly seconded by Trustee Milenkovic to Approve Resolution 05-2021, "A Resolution Supporting Restoration of LGDF (Local Government Distribution Fund) Revenue."

Upon the roll call, the following Trustees voted:

Ayes: Trustee Hrejsa, Kapolnek, Milenkovic, Savopoulos and White

Absent: Trustee Torres

Nays: None

Mayor Walik declared the motion carried.

MAYOR'S REPORT: The Mayor informed us that today he swore in two auxiliary police officers before our Board meeting. He met with our Finance Director David Gonzales and we tried to finish our budget for the year. Some department heads also met with him. He learned from the Police Chief that we are down to 21 parking tickets for street sweeping. If everyone would comply it would be awesome. Our streets are cleaner. The Mayor complimented Joe Lopez, the Public Works Director, for the parkland cleanup. The Mayor invited the seniors to our bingo on May 26, 2021 from 1:00 to 3:00. This is for Stickney seniors only. It will be at Saint Pius. If there are any open spots, then some of their friends would be welcomed. We need the seniors to come out and play some bingo. We are looking for a capacity of 85 to 95 for social distancing. In the past Trustee Savopoulos has made 172 dinners for seniors. The Mayor expected to send out a "Save the Date" flyer soon.

CLERK'S REPORT: The clerk explained that she wrote letters for the Mayor to send to the Governor and all four of our Legislators asking them to vote against reducing our funding by 10% of the Local Government Distributive Funds (LGDF). This is what the

resolution was about that we just passed. She is waiting for the Mayor to sign the letters and they will be sent in the mail. The Mayor said thank you. It was a nice letter.

Trustee Reports:

Trustee Milenkovic: The Mayor spoke about the Arbor Day craft project the Trustee arranged for the students. Because of Covid we could not pass them out. We had them delivered to Edison and Home Schools.

Department Reports:

Police Chief James Sasseti: He announced that the Stickney Police Department is participating in a Memorial Day Occupant Protection Campaign with the Illinois Department of Transportation and other law enforcement organizations across Illinois. Extra patrols will be on our streets now through Memorial Day dedicated to "Click it or Ticket" He asked people to use their seat belts.

The Mayor included Memorial Day Ceremony information. It will be May 31 at 11:00 a.m. on the 3900 block of Ridgeland. We are going back to the American Legion for a small luncheon. We have the priest doing our prayer. The clerk will do the speech. We will have our bugle boy as usual.

Public Works Director Joe Lopez: Hydrant flushing is going on. Expect the water to look brownish or goldish. Let your water to run for a few seconds. If the water flow is slower, it means that the screens on the faucets need to be cleaned. If you have any comments or questions just give us a call. Try not to do any laundry until the water is clear. In addition, all the swings have been put up in the three parks. The equipment was sanitized as they went up. They will not be sanitized again.

Fire Chief Jeff Boyajian: The fire department will use the two cars for practice. The new tool was used on Sunday to extricate a driver at 39th and Oak Park. New tools are all battery operated. They have 24-volt rechargeable batteries.

Building Inspector Josh Brniak: The house located at 4104 Oak Park is wrapping up and on the market. We have building plans submitted for the Gas n Wash that we are sending out for review. Our engineer Tim Geary and I are meeting with Hawthorne to look at their Civil Engineering Plans. We want to beautify and match the sidewalks that we are planning for 39th and Cicero so everything looks the same. Plans were submitted for another new house on the corner at 43rd and Clinton. The Mayor asked for before and after pictures of the Gas n Wash and eventually with the Casino for Trustee Mitch for his archive room.

There being no further business, Trustee White moved, duly seconded by Trustee Savopoulos that the meeting be adjourned. Upon which the Board adopted the motion at 7:28 p.m.

Audrey McAdams, Village Clerk

Approved by me this day of , 2021

Jeff Walik, President

Village of Stickney
Warrant Number 21-22-02

EXPENDITURE APPROVAL LIST
FOR VILLAGE COUNCIL MEETING ON
June 1, 2021

Approval is hereby given to have the Village Treasurer of Stickney, Illinois pay to the officers, employees, independent contractors, vendors and other providers of goods and services in the indicated amounts as set forth.

A summary indicating the source of funds used to pay the above is as follows:

01 CORPORATE FUND		137,887.49
02 WATER FUND		23,955.06
03 MOTOR FUEL TAX FUND		3,941.25
05 1505 FUND		-
07 POLICE REVENUE SHARING FUND		-
08 CAPITAL PROJECTS FUND		971.81
09 BOND & INTEREST FUND		-
	Subtotal:	<u>166,755.61</u>
<hr/>		
General Fund Payroll	5/28/2021	157,921.40
Water Fund Payroll	5/28/2021	<u>16,663.03</u>
	Subtotal:	<u>174,584.42</u>
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Total to be Approved by Village Council		<u><u>341,340.03</u></u>

Approvals:

Jeff Walik, Mayor

Audrey McAdams, Village Clerk

Treasurer

VOS_41665_Village of Stickney
 Check/Voucher Register - Check Register
 01 - General Fund
 From 5/16/2021 Through 5/31/2021

Check Number	Vendor Name	Effective Date	Check Amount
503775	Air Comfort	5/20/2021	1,812.50
503776	Airgas USA LLC	5/20/2021	833.42
503777	ANDERSON PEST SOLUTIONS	5/20/2021	135.35
503778	BLUE CROSS BLUE SHIELD	5/20/2021	61,763.28
503779	Bell Fuels, Inc.	5/20/2021	2,642.66
503780	Camfil USA, Inc.	5/20/2021	69.63
503781	Carrot-Top Industries, Inc.	5/20/2021	634.16
503782	Citizens Bank	5/20/2021	3,071.57
503783	Clean Air Concepts	5/20/2021	918.94
503784	Comcast Business	5/20/2021	2,560.06
503785	Comcast	5/20/2021	199.16
503786	DEL GALDO LAW GROUP LLC	5/20/2021	12,887.50
503787	Emergency Medical Products	5/20/2021	227.97
503789	Executive Gift Selection	5/20/2021	378.50
503791	GW & Associates PC	5/20/2021	4,500.00
503792	Harry Miller Appliances Inc.	5/20/2021	129.00
503794	Kane, McKenna and Associates, Inc.	5/20/2021	8,330.00
503795	Konica Minolta Business Solutions U.S....	5/20/2021	131.03
503796	Laner Muchin	5/20/2021	600.00
503797	Menards - Hodgkins	5/20/2021	78.78
503798	Minuteman Press of Lyons	5/20/2021	402.05
503799	NAPA AUTO PARTS	5/20/2021	1,115.21
503800	Novotny Engineering	5/20/2021	1,400.00
503801	Shorewood Home & Auto, Inc.	5/20/2021	2,666.87
503802	STAPLES BUSINESS CREDIT	5/20/2021	1,516.44
503804	University of Illinois	5/20/2021	300.00
503805	Webmarc Doors	5/20/2021	1,726.28
503806	ALAN BRINKER	5/24/2021	750.00
503807	ALAN KULAGA	5/24/2021	750.00
503808	ROBERT SENESE	5/24/2021	750.00
503809	Air One Equipment, Inc.	5/24/2021	170.00
503810	ANDERSON PEST SOLUTIONS	5/24/2021	57.40
503811	BioSolve Company	5/24/2021	449.50
503812	Brookfield Auto Center	5/24/2021	3,371.65
503813	CDW Government	5/24/2021	1,016.89
503814	Comcast	5/24/2021	88.40
503815	CPURX, Inc.	5/24/2021	487.50
503816	Executive Gift Selection	5/24/2021	367.50
503817	Frank Rowley III	5/24/2021	400.00
503818	JK Electon Inc.	5/24/2021	2,350.00
503819	Johnson Controls Security Solutions	5/24/2021	378.43
503820	Menards - Hodgkins	5/24/2021	217.27
503821	NAPA AUTO PARTS	5/24/2021	16.60
503822	Nick Pontarelli	5/24/2021	600.00
503823	Progressive Microtechnology, Inc.	5/24/2021	695.00
503824	Richard Jaczak	5/24/2021	19.95
503825	Scout Electric Supply Co.	5/24/2021	210.00
503826	Daniel Reiter	5/27/2021	50.00
503827	Anthony T. Bertucca	5/27/2021	900.00
503830	Azavar Audit Solutions, Inc.	5/27/2021	1,614.99
503831	Comcast	5/27/2021	220.76
503833	Costco - Citicard	5/27/2021	782.62
503834	CPURX, Inc.	5/27/2021	2,632.80
503835	DEL GALDO LAW GROUP LLC	5/27/2021	7,413.02
503836	Menards - Hodgkins	5/27/2021	96.85

VOS_41665_Village of Stickney
Check/Voucher Register - Check Register
01 - General Fund
From 5/16/2021 Through 5/31/2021

<u>Check Number</u>	<u>Vendor Name</u>	<u>Effective Date</u>	<u>Check Amount</u>
	Total 01 - General Fund		137,887.49

VOS_41665_Village of Stickney
Check/Voucher Register - Check Register
02 - Water Fund
From 5/16/2021 Through 5/31/2021

<u>Check Number</u>	<u>Vendor Name</u>	<u>Effective Date</u>	<u>Check Amount</u>
503779	Bell Fuels, Inc.	5/20/2021	1,321.31
503782	Citizens Bank	5/20/2021	837.04
503788	ETP LABS INC.	5/20/2021	96.00
503790	Ferguson Waterworks	5/20/2021	8,320.00
503791	GW & Associates PC	5/20/2021	4,500.00
503793	Intergovernmental Risk Management ...	5/20/2021	5,293.46
503800	Novotny Engineering	5/20/2021	2,433.75
503803	Underground Pipe & Valve, Co.	5/20/2021	<u>1,153.50</u>
	Total 02 - Water Fund		23,955.06

VOS_41665_Village of Stickney
Check/Voucher Register - Check Register
03 - Motor Fuel Tax Fund
From 5/16/2021 Through 5/31/2021

<u>Check Number</u>	<u>Vendor Name</u>	<u>Effective Date</u>	<u>Check Amount</u>
503782	Citizens Bank	5/20/2021	123.23
503832	ComEd	5/27/2021	<u>3,818.02</u>
	Total 03 - Motor Fuel Tax Fund		3,941.25

VOS_41665_Village of Stickney
Check/Voucher Register - Check Register
08 - Capital Projects Fund
From 5/16/2021 Through 5/31/2021

<u>Check Number</u>	<u>Vendor Name</u>	<u>Effective Date</u>	<u>Check Amount</u>
503782	Citizens Bank	5/20/2021	<u>971.81</u>
	Total 08 - Capital Projects Fund		971.81
			<hr/>
Report Total			<u>166,755.61</u>
			<hr/> <hr/>

ORDINANCE NO. 09

**AN ORDINANCE OF THE VILLAGE OF
STICKNEY, COOK COUNTY, ILLINOIS,
DESIGNATING THE CICERO AND
PERSHING REDEVELOPMENT PROJECT
AREA OF SAID
VILLAGE A REDEVELOPMENT PROJECT AREA PURSUANT
TO THE TAX INCREMENT ALLOCATION REDEVELOPMENT
ACT**

WHEREAS, the Village of Stickney, Cook County, Illinois (the "*Village*"), is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and

WHEREAS, it is desirable and in the best interest of the citizens of the Village, for the Village to implement tax increment allocation financing pursuant to the Tax Increment Allocation Redevelopment Act, Division 74.4 of Article 11 of the Illinois Municipal Code, as amended (the "*Act*"), for a proposed redevelopment and redevelopment project (the "*Plan and Project*") within the municipal boundaries of the Village within a proposed redevelopment project area (the "*Area*") described in Section 2 of this Ordinance; and

WHEREAS, the Corporate Authorities have heretofore by ordinance approved the Plan and Project, which Plan and Project were identified in such ordinance and were the subject, along with the Area designation hereinafter made, of a public hearing held on May 18, 2021, and it is now necessary and desirable to designate the Area as a redevelopment project area pursuant to the Act.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Stickney, Cook County, Illinois, as follows:

SECTION 1. *Recitals* That the above recitals and findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

SECTION 2. *Area Designated.* That the Area, as legally described in Exhibit A, a copy of which is attached hereto and made a part hereof, as if fully set forth in its entirety, is hereby designated as a redevelopment project area pursuant to Section 11-74.4-4 of the Act. The general street location for the Area is described in Exhibit B, a copy of which is attached hereto and made a part hereof, as if fully set forth in its entirety. The map of the Area is depicted on Exhibit C, a copy of which is attached hereto and made a part hereof, as if fully set forth in its entirety.

SECTION 3. *Severability.* This Ordinance, and its parts, is declared to be severable and if any section, clause, provision, or portion thereof of this Ordinance is declared invalid, the invalidity thereof shall not affect the validity of any other provisions of this Ordinance which shall remain in full force and effect.

SECTION 4. *Superseder.* All ordinances, resolutions, motions, or orders in conflict with any provision of this Ordinance are, to the extent of such conflict, hereby repealed.

SECTION 5. *Effective Date.* This Ordinance shall be in full force and effect upon its passage, approval and publication as provided by law.

ADOPTED this _____ day of June, 2021.

**VILLAGE CLERK OF THE VILLAGE OF STICKNEY
COUNTY OF COOK AND STATE OF ILLINOIS**

VOTING AYE:

VOTING NAY:

ABSENT:

ABSTAIN:

APPROVED this _____ day of June, 2021.

**PRESIDENT OF THE VILLAGE OF STICKNEY,
COUNTY OF COOK AND STATE OF ILLINOIS**

ATTESTED and Filed in my office
this _____ day of June, 2021.

VILLAGE CLERK

PUBLISHED in pamphlet form this
_____ day of June, 2021.

VILLAGE CLERK

EXHIBIT A

**Village of Stickney
Cicero and Pershing Tax Increment Financing District
(Cicero and Pershing TIF District)**

Redevelopment Project Area Legal Description

THE SOUTHEAST QUARTER OF SECTION 33 TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THAT PART OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHERLY OF THE SOUTHERLY LINE OF LOTS 54, 56, 58 AND 60 OF THE SANITARY DISTRICT TRUSTEES' SUBDIVISION, RECORDED MARCH 31, 1908 AS DOCUMENT 4180218, EXCEPT THAT PART LYING EAST OF THE EASTERN BOUNDARY LINE OF THE VILLAGE OF STICKNEY; (SAID EXCEPTION BEING THAT PART OF THE EAST 649.14 FEET OF SAID NORTHEAST QUARTER LYING NORTH OF THE NORTH LINE OF SAID LOT 54, AND BEING THE EASTERLY PART OF SAID LOT 54), IN COOK COUNTY, ILLINOIS.

EXHIBIT B

**Village of Stickney
Cicero and Pershing Tax Increment Financing District
(Cicero and Pershing TIF District)**

Redevelopment Project Area Common Boundary Description

The proposed Redevelopment Project Area (RPA or Project Area) is located in the easternmost portion of the Village and is generally bounded by 35th Street to the north, Cicero Avenue to the east, the I-55 Expressway to the south and Laramie Avenue to the west. Land uses in the proposed RPA consist of industrial, commercial and residential uses. Hawthorne Race Course is located in the northern portion of the RPA. The RPA's western, northern and eastern boundaries are contiguous with the Town of Cicero. The RPA's eastern boundary is contiguous with the City of Chicago.

EXHIBIT C

**Village of Stickney
Cicero and Pershing Tax Increment Financing District
(Cicero and Pershing TIF District)
Redevelopment Project Area
Street Location Map**

Trustee _____ moved and Trustee _____ seconded the motion that said Ordinance as presented and read by the Village Clerk be adopted.

After a full discussion thereof including a public recital of the nature of the matter being considered and such other information as would inform the public of the nature of the business being conducted, the Mayor directed that the roll be called for a vote upon the motion to adopt said Ordinance as read.

Upon the roll being called, the following Trustees voted AYE: _____

The following Trustees voted NAY: _____

Whereupon the Mayor declared the motion carried and said Ordinance adopted, approved and signed the same in open meeting and directed the Village Clerk to record the same in full in the records of the Village Board of Trustees of the Village of Stickney, Cook County, Illinois, which was done.

Other business not pertinent to the adoption of said Ordinance was duly transacted at the meeting.

Upon motion duly made, seconded and carried, the meeting was adjourned.

Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CERTIFICATION OF ORDINANCE AND MINUTES

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Stickney, Cook County, Illinois (the “*Village*”), and that as such official I am the keeper of the records and files of the Village Board of Trustees of the Village (the “*Corporate Authorities*”).

I do further certify that the foregoing is a full, true and complete transcript of that portion of the minutes of the meeting of the Corporate Authorities held on the _____ day of June, 2021, insofar as same relates to the adoption of an Ordinance entitled:

**AN ORDINANCE OF THE VILLAGE OF
STICKNEY, COOK COUNTY, ILLINOIS,
DESIGNATING THE CICERO AND
PERSHING REDEVELOPMENT PROJECT
AREA OF SAID
VILLAGE A REDEVELOPMENT PROJECT AREA PURSUANT
TO THE TAX INCREMENT ALLOCATION REDEVELOPMENT ACT**

a true, correct and complete copy of which said Ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Corporate Authorities on the adoption of said Ordinance were conducted openly, that the vote on the adoption of said Ordinance was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice; that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Corporate Authorities at least 48 hours in advance of the holding of said meeting; that said agenda described or made specific reference to said Ordinance; that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and the Illinois Municipal Code, as amended, and that the Corporate Authorities have complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Corporate Authorities.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the Village, this _____ day of _____, 2021.

(SEAL)

Village Clerk

ORDINANCE NO. 2021-10

**AN ORDINANCE OF THE VILLAGE OF STICKNEY, COOK COUNTY, ILLINOIS,
APPROVING THE VILLAGE OF STICKNEY CICERO AND PERSHING
TAX INCREMENT FINANCING DISTRICT
REDEVELOPMENT PROJECT AREA
REDEVELOPMENT PLAN AND PROJECT
(CICERO AND PERSHING TIF DISTRICT)**

WHEREAS, the Village Board of Trustees (the “Village Board”) of the Village of Stickney (hereinafter referred to as the “Village”) desire to implement tax increment financing pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.* (hereinafter referred to as the “TIF Act”) for the proposed Stickney Cicero and Pershing Tax Increment Financing District (hereinafter referred to as the “Cicero and Pershing TIF District”) redevelopment plan and project (hereinafter referred to as the “TIF Plan”), and designate the tax increment redevelopment project area (hereinafter referred to as the “Redevelopment Project Area”) relative to the Cicero and Pershing TIF District; and

WHEREAS, the Village authorized a study in regard to the designation of the Redevelopment Project Area for the Cicero and Pershing TIF District and the preparation of the TIF Plan in relation thereto; and

WHEREAS, on March 10, 2021, the Village provided for the availability of the TIF Plan, with said TIF Plan containing an eligibility study (or qualifications report) for the Cicero and Pershing TIF District, addressing the tax increment financing eligibility of the Redevelopment Project Area (hereinafter referred to as the “Eligibility Study”); and

WHEREAS, the Village Board desires to implement tax increment financing pursuant to the TIF Act for the TIF Plan within the municipal boundaries of the Village and within the

Redevelopment Project Area described and depicted in EXHIBIT A, EXHIBIT B and EXHIBIT C, both being attached hereto and made a part hereof; and

WHEREAS, the Village has complied with the specific notice, public meeting, Joint Review Board meeting and public hearing requirements provided for in the TIF Act as a prerequisite to approving the TIF Plan in relation to the Cicero and Pershing TIF District, in that the Village has taken the following actions:

	<u>ACTION</u>	<u>DATE TAKEN</u>
1.	Established for publication the TIF Interested Parties Registry Notice	December 1, 2020
2.	Announced the time and date of the Public Meeting	February 20, 2020
3.	Mailed notice of the Public Meeting: <ul style="list-style-type: none"> • to all taxing districts (by Certified Mail, return receipt requested); • to all parties who are registered on the Village’s TIF Interested Parties Registry (by Certified Mail, return receipt requested); • to all taxpayers of record within the Redevelopment Project Area (by First Class U.S. Mail); and • to all residential addresses within the Redevelopment Project Area (by First Class U.S. Mail) 	February 23, 2021
4	Provided for the availability of the Eligibility Study and TIF Plan at the Village Clerk’s Office	March 10, 2021
5.	Held the Public Meeting	March 11, 2021
6.	Approved Resolution No.1-2021 calling for a Joint Review Board meeting and a public hearing relative to the proposed approval of the Redevelopment Project Area and the TIF Plan in relation thereto	March 16, 2021
7.	Mailed a copy of the TIF Plan (including the Eligibility Study), along with a notice of the Joint Review Board meeting and the public hearing: <ul style="list-style-type: none"> • to all taxing districts and the Illinois Department of Commerce and Economic Opportunity (by Certified Mail, return receipt requested) 	April 1, 2021

8.	Mailed notices relative to the availability of the Eligibility Study and TIF Plan: <ul style="list-style-type: none"> to all residential addresses within 750 feet of the boundaries of the Redevelopment Project Area (by First Class U.S. Mail); and to all parties who are registered on the Village's TIF Interested Parties Registry (by First Class U.S. Mail) 	April 16, 2021
9.	Held the Joint Review Board meeting	April 16, 2021
10.	Mailed notices of the public hearing: <ul style="list-style-type: none"> to each taxpayer of record within the Redevelopment Project Area (by Certified Mail, return receipt requested); and to each person on the Village's TIF Interested Parties Registry (by First Class U.S. Mail) to all residential addresses within the Redevelopment Project Area (by First Class U.S. Mail) 	May 5, 2021
11.	Published notice of the public hearing in the local newspaper twice	April 28, 2021 and May 5, 2021
12.	Held a public hearing	May 18, 2021

; and

WHEREAS, at the meeting on March 16, 2021, the Joint Review Board, relative to the Cicero and Pershing TIF District, did issue an action to file an affirmative report related to the Village proposal to approve the Redevelopment Project Area and to approve of the TIF Plan in relation thereto (pursuant to the TIF Act, meaning the Joint Review Board found that the Village's proposed redevelopment area and redevelopment plan satisfies the objectives of the TIF Act, including all the plan requirements and eligibility criteria); and

WHEREAS, pursuant to the TIF Act, the Village has waited at least fourteen (14) days, but not more than ninety (90) days, from the public hearing date to introduce this Ordinance to the Village Board; with said introduction taking place at the regular Village Board meeting held on June 1, 2021; and

WHEREAS, the TIF Plan sets forth the conditions in the Redevelopment Project Area qualifying the Redevelopment Project Area as a “conservation area” and the Village Board has reviewed testimony concerning said conditions presented at the public hearing and is generally informed of the conditions causing the Redevelopment Project Area to qualify as a “conservation area”, as said term is defined in Section 5/11-74.4-3 of the TIF Act (65 ILCS 5/11-74.4-3); and

WHEREAS, the Village Board has reviewed the conditions pertaining to the lack of private investment in the Redevelopment Project Area to determine whether private development would take place in the Redevelopment Project Area as a whole without the adoption of the TIF Plan; and

WHEREAS, it is the intent of the Village Board to utilize the tax increment from all sources authorized by law; with such revenues to be exclusively utilized for the development of the TIF Plan within the Redevelopment Project Area (except as provided in 65 ILCS 5/11-74.4-4(q); and

WHEREAS, the Redevelopment Project Area would not reasonably be redeveloped without the use of such incremental revenues; and

WHEREAS, the Village Board has reviewed the conditions pertaining to real property in the Redevelopment Project Area to determine whether contiguous parcels of real property and improvements thereon in the Redevelopment Project Area would be substantially benefited by the TIF Plan improvements;

NOW, THEREFORE, BE IT ORDAINED, by the President and Board of Trustees of the Village of Stickney, Cook County, Illinois, as follows:

SECTION 1. That the above recitals and findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

SECTION 2. That the Village Board hereby makes the following findings:

- A. The area constituting of the Redevelopment Project Area is described and depicted as set forth in EXHIBIT A, EXHIBIT B and EXHIBIT C, attached hereto and made part hereof;
- B. There exist conditions which cause the area proposed to be designated as the Redevelopment Project Area to be classified as a “conservation area”, as such term is defined in Section 5/11-74.4-3 of the TIF Act (65 ILCS 5/11-74.4-3);
- C. The Redevelopment Project Area on the whole has not been subject to growth and redevelopment through investment by private enterprise and would not be reasonably anticipated to be redeveloped without the adoption of the TIF Plan;
- D. The Redevelopment Project Area would not reasonably be redeveloped without the tax increment derived from real property tax incremental revenues, and the increment from such revenues will be exclusively utilized for the redevelopment as outlined in the TIF Plan within the Redevelopment Project Area (except as provided in 65 ILCS 5/11-74.4-4(q));
- E. The TIF Plan conforms to the Village's comprehensive planning process for the development of the Village as a whole;
- F. The parcels of real property in the Redevelopment Project Area are contiguous and only those contiguous parcels of real property and improvements thereon which will be substantially benefited by the TIF Plan are included in the Redevelopment Project Area;
- G. The acquisition of all parcels in the proposed area by the Village is necessary to the implementation of the Plan and Project; and

- H. The estimated date for final completion of the TIF Plan is December 31st of the year in which the payment to the Village Treasurer is made with respect to *ad valorem* taxes levied in the twenty-third (23rd) calendar year after the year in which the ordinance approving the Redevelopment Project Area is adopted, which, as to the Cicero and Pershing TIF District, is December 31, 2044; and
- I. The estimated date for retirement of obligations incurred to finance TIF Plan costs is not later than December 31st of the year in which the payment to the Village Treasurer is made with respect to *ad valorem* taxes levied in the twenty-third (23rd) calendar year after the year in which the ordinance approving the Redevelopment Project Area is adopted, which, as to the Cicero and Pershing TIF District, is December 31, 2044.

SECTION 3. That the TIF Plan, which was the subject matter of the public hearing held on May 18, 2021, is hereby adopted and approved. A copy of said TIF Plan is attached hereto as EXHIBIT D and made a part hereof.

SECTION 4. That this Ordinance shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as provided by law.

SECTION 5. That if any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance.

SECTION 6. That all ordinances or parts of ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

ADOPTED this _____ day of June, 2021.

**VILLAGE CLERK OF THE VILLAGE OF STICKNEY
COUNTY OF COOK AND STATE OF ILLINOIS**

VOTING AYE: _____

VOTING NAY: _____

ABSENT: _____

ABSTAIN: _____

APPROVED this _____ day of June, 2021.

**PRESIDENT OF THE VILLAGE OF STICKNEY,
COUNTY OF COOK AND STATE OF ILLINOIS**

ATTESTED and Filed in my office
this _____ day of June, 2021.

VILLAGE CLERK

PUBLISHED in pamphlet form this
_____ day of June, 2021.

EXHIBIT A

**Village of Stickney
Cicero and Pershing Tax Increment Financing District
(Cicero and Pershing TIF District)**

Redevelopment Project Area Legal Description

THE SOUTHEAST QUARTER OF SECTION 33 TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THAT PART OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHERLY OF THE SOUTHERLY LINE OF LOTS 54, 56, 58 AND 60 OF THE SANITARY DISTRICT TRUSTEES' SUBDIVISION, RECORDED MARCH 31, 1908 AS DOCUMENT 4180218, EXCEPT THAT PART LYING EAST OF THE EASTERN BOUNDARY LINE OF THE VILLAGE OF STICKNEY; (SAID EXCEPTION BEING THAT PART OF THE EAST 649.14 FEET OF SAID NORTHEAST QUARTER LYING NORTH OF THE NORTH LINE OF SAID LOT 54, AND BEING THE EASTERLY PART OF SAID LOT 54), IN COOK COUNTY, ILLINOIS.

EXHIBIT B

Village of Stickney Cicero and Pershing Tax Increment Financing District (Cicero and Pershing TIF District)

Redevelopment Project Area Common Boundary Description

The proposed Redevelopment Project Area (RPA or Project Area) is located in the easternmost portion of the Village and is generally bounded by 35th Street to the north, Cicero Avenue to the east, the I-55 Expressway to the south and Laramie Avenue to the west. Land uses in the proposed RPA consist of industrial, commercial and residential uses. Hawthorne Race Course is located in the northern portion of the RPA. The RPA's western, northern and eastern boundaries are contiguous with the Town of Cicero. The RPA's eastern boundary is contiguous with the City of Chicago.

EXHIBIT C

**Village of Stickney
Cicero and Pershing Tax Increment Financing District
(Cicero and Pershing TIF District)**

**Redevelopment Project Area
Street Location Map**

EXHIBIT D

**Redevelopment Plan and Project for the
Village of Stickney
Cicero and Pershing Tax Increment Financing District
(Cicero and Pershing TIF District)**

Trustee _____ moved and Trustee _____ seconded the motion that said Ordinance as presented and read by the Village Clerk be adopted.

After a full discussion thereof including a public recital of the nature of the matter being considered and such other information as would inform the public of the nature of the business being conducted, the President directed that the roll be called for a vote upon the motion to adopt said Ordinance as read.

Upon the roll being called, the following Trustees voted AYE: _____

The following Trustees voted NAY: _____

Whereupon the President declared the motion carried and said Ordinance adopted, approved and signed the same in open meeting and directed the Village Clerk to record the same in full in the records of the Village Board of Trustees of the Village of Stickney, Cook County, Illinois, which was done.

Other business not pertinent to the adoption of said Ordinance was duly transacted at the meeting.

Upon motion duly made, seconded and carried, the meeting was adjourned.

Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CERTIFICATION OF ORDINANCE AND MINUTES

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Stickney, Cook County, Illinois (the "*Village*"), and that as such official I am the keeper of the records and files of the Village Board of Trustees of the Village (the "*Corporate Authorities*").

I do further certify that the foregoing is a full, true and complete transcript of that portion of the minutes of the meeting of the Corporate Authorities held on the ____ day of June, 2021, insofar as same relates to the adoption of an Ordinance entitled:

**AN ORDINANCE OF THE VILLAGE OF STICKNEY, COOK COUNTY, ILLINOIS,
APPROVING THE VILLAGE OF STICKNEY CICERO AND PERSHING TAX
INCREMENT FINANCING DISTRICT
REDEVELOPMENT PROJECT AREA REDEVELOPMENT PLAN AND PROJECT
(CICERO AND PERSHING TIF DISTRICT)**

a true, correct and complete copy of which said Ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Corporate Authorities on the adoption of said Ordinance were conducted openly, that the vote on the adoption of said Ordinance was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice; that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Corporate Authorities at least 48 hours in advance of the holding of said meeting; that said agenda described or made specific reference to said Ordinance; that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and the Illinois Municipal Code, as amended, and that the Corporate Authorities have complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Corporate Authorities.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the Village, this ____ day of June, 2021.

(SEAL)

Village Clerk

ORDINANCE NO. 2021--11

**AN ORDINANCE OF THE VILLAGE OF
STICKNEY, COOK COUNTY, ILLINOIS, ADOPTING
TAX INCREMENT ALLOCATION FINANCING FOR
THE CICERO AND PERSHING REDEVELOPMENT
PROJECT AREA**

WHEREAS, the Village of Stickney, Cook County, Illinois (the "*Village*"), is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and

WHEREAS, it is desirable and in the best interest of the citizens of the Village, for the Village to implement tax increment allocation financing pursuant to the Tax Increment Allocation Redevelopment Act, Division 74.4 of Article 11 of the Illinois Municipal Code, as amended (the "*Act*"), and

WHEREAS, the Village has heretofore approved a redevelopment plan and project (the "*Plan and Project*") as required by the Act by passage of an ordinance and has heretofore designated a redevelopment project area (the "*Area*") as required by the Act by the passage of an ordinance and has otherwise complied with all other conditions precedent required by the Act.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Stickney, Cook County, Illinois, as follows:

SECTION 1. *Recitals.* That the above recitals and findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

SECTION 2. *Tax Increment Financing Adopted.* That tax increment allocation financing is hereby adopted to pay redevelopment project costs as defined in the Act and as set forth in the Plan and Project within the Area as legally described in Exhibit A, a copy of which is attached hereto and made a part hereof, as if fully set forth in its entirety. The general street location for the Area is described in Exhibit B, a copy of which is attached hereto and made a part hereof, as if fully set forth in its entirety. The map of the Area is depicted in Exhibit C, a copy of which is attached hereto and made a part hereof, as if fully set forth in its entirety.

SECTION 3. *Allocation of Ad Valorem Taxes.* That pursuant to the Act, the ad valorem taxes, if any, arising from the levies upon taxable real property in the Area by taxing districts and tax rates determined in the manner provided in Section 11-74.4-9(c) of the Act each year after the effective date of this Ordinance until the Project costs and obligations issued in respect thereto have been paid shall be divided as follows:

a. That portion of taxes levied upon each taxable lot, block, tract, or parcel of real property that is attributable to the lower of the current equalized assessed value or the initial equalized assessed value of each such taxable lot, block, tract, or parcel of real property in the Area shall be allocated to and when collected shall be paid by the county collector to the respective affected taxing districts in the manner required by law in the absence of the adoption of tax increment allocation financing.

b. That portion, if any, of such taxes that is attributable to the increase in the current equalized assessed valuation of each lot, block, tract, or parcel of real property in the Area shall be allocated to and when collected shall be paid to the municipal treasurer, who shall deposit

said taxes into a special fund, hereby created, and designated the "Cicero and Pershing Redevelopment Project Area Special Tax Allocation Fund" of the Village and such taxes shall be used for the purpose of paying Project costs and obligations incurred in the payment thereof.

SECTION 4. *Severability.* This Ordinance, and its parts, is declared to be severable and if any section, clause, provision, or portion thereof of this Ordinance is declared invalid, the invalidity thereof shall not affect the validity of any other provisions of this Ordinance which shall remain in full force and effect.

SECTION 5. *Superseder.* All ordinances, resolutions, motions, or orders in conflict with any provision of this Ordinance are, to the extent of such conflict, hereby repealed.

SECTION 6. *Effective Date.* This Ordinance shall be in full force and effect upon its passage, approval and publication as provided by law.

ADOPTED this ___ day of June, 2021.

**VILLAGE CLERK OF THE VILLAGE OF STICKNEY
COUNTY OF COOK AND STATE OF ILLINOIS**

VOTING AYE: _____

VOTING NAY: _____

ABSENT: _____

ABSTAIN: _____

APPROVED this ___ day of June, 2021.

**PRESIDENT OF THE VILLAGE OF STICKNEY,
COUNTY OF COOK AND STATE OF ILLINOIS**

ATTESTED and **Filed** in my office
this ___ day of June, 2021.

VILLAGE CLERK

PUBLISHED in pamphlet form this
___ day of June, 2021.

VILLAGE CLERK

EXHIBIT A

**Village of Stickney
Cicero and Pershing Tax Increment Financing District
(Cicero and Pershing TIF District)**

Redevelopment Project Area Legal Description

THE SOUTHEAST QUARTER OF SECTION 33 TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THAT PART OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHERLY OF THE SOUTHERLY LINE OF LOTS 54, 56, 58 AND 60 OF THE SANITARY DISTRICT TRUSTEES' SUBDIVISION, RECORDED MARCH 31, 1908 AS DOCUMENT 4180218, EXCEPT THAT PART LYING EAST OF THE EASTERN BOUNDARY LINE OF THE VILLAGE OF STICKNEY; (SAID EXCEPTION BEING THAT PART OF THE EAST 649.14 FEET OF SAID NORTHEAST QUARTER LYING NORTH OF THE NORTH LINE OF SAID LOT 54, AND BEING THE EASTERLY PART OF SAID LOT 54), IN COOK COUNTY, ILLINOIS.

EXHIBIT B

**Village of Stickney
Cicero and Pershing Tax Increment Financing District
(Cicero and Pershing TIF District)**

Redevelopment Project Area Common Boundary Description

The proposed Redevelopment Project Area (RPA or Project Area) is located in the easternmost portion of the Village and is generally bounded by 35th Street to the north, Cicero Avenue to the east, the I-55 Expressway to the south and Laramie Avenue to the west. Land uses in the proposed RPA consist of industrial, commercial and residential uses. Hawthorne Race Course is located in the northern portion of the RPA. The RPA's western, northern and eastern boundaries are contiguous with the Town of Cicero. The RPA's eastern boundary is contiguous with the City of Chicago.

EXHIBIT C

**Village of Stickney
Cicero and Pershing Tax Increment Financing District
(Cicero and Pershing TIF District)
Redevelopment Project Area
Street Location Map**

Trustee _____ moved and Trustee _____ seconded the motion that said Ordinance as presented and read by the Village Clerk be adopted.

After a full discussion thereof including a public recital of the nature of the matter being considered and such other information as would inform the public of the nature of the business being conducted, the President directed that the roll be called for a vote upon the motion to adopt said Ordinance as read.

Upon the roll being called, the following Trustees voted AYE: _____

The following Trustees voted NAY: _____

Whereupon the President declared the motion carried and said Ordinance adopted, approved and signed the same in open meeting and directed the Village Clerk to record the same in full in the records of the Village Board of Trustees of the Village of Stickney, Cook County, Illinois, which was done.

Other business not pertinent to the adoption of said Ordinance was duly transacted at the meeting.

Upon motion duly made, seconded and carried, the meeting was adjourned.

Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CERTIFICATION OF ORDINANCE AND MINUTES

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Stickney, Cook County, Illinois (the “*Village*”), and that as such official I am the keeper of the records and files of the Village Board of Trustees of the Village (the “*Corporate Authorities*”).

I do further certify that the foregoing is a full, true and complete transcript of that portion of the minutes of the meeting of the Corporate Authorities held on the ___ day of June, 2021, insofar as same relates to the adoption of an Ordinance entitled:

**AN ORDINANCE OF THE VILLAGE OF
STICKNEY, COOK COUNTY, ILLINOIS,
ADOPTING TAX INCREMENT FINANCING
FOR THE CICERO AND PERSHING
REDEVELOPMENT PROJECT AREA**

a true, correct and complete copy of which said Ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Corporate Authorities on the adoption of said Ordinance were conducted openly, that the vote on the adoption of said Ordinance was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice; that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Corporate Authorities at least 48 hours in advance of the holding of said meeting; that said agenda described or made specific reference to said Ordinance; that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and the Illinois Municipal Code, as amended, and that the Corporate Authorities have complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Corporate Authorities.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the Village, this _____ day of _____, 2021.

(SEAL)

Village Clerk

a true, correct and complete copy of which said Ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

RESOLUTION NO. 07-2021

A RESOLUTION AUTHORIZING AND APPROVING A CERTAIN BILLING AGREEMENT WITH PARAMEDIC BILLING SERVICES, INC. FOR THE VILLAGE OF STICKNEY

WHEREAS, the Village of Stickney (the "Village") is a home rule municipal corporation in accordance with Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and

WHEREAS, the Village has the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs, and to review, interpret and amend its ordinances, rules and regulations; and

WHEREAS, the Village provides fire, ambulance, and other services (the "Services") for its residents and visitors and for surrounding communities; and

WHEREAS, the Village is in need of certain billing services associated with the Services that it provides (the "Billing Services"); and

WHEREAS, Paramedic Billing Services, Inc. ("PBS") is in the business of providing such Billing Services; and

WHEREAS, the Village desires that PBS provide the Billing Services and PBS desires to provide the Billing Services to the Village; and

WHEREAS, PBS has submitted a certain agreement to the Village that outlines the terms and conditions under which PBS will provide the Billing Services, a copy of which is attached hereto and incorporated herein as Exhibit A (the "Agreement"); and

WHEREAS, the Village President (the "President") and the Board of Trustees of the Village (the "Board," and together with the President, the "Corporate Authorities") have determined that it is necessary, advisable and in the best interests of the Village and its residents to enter into and approve an agreement with substantially the same terms as the terms of the Agreement; and

WHEREAS, the President is authorized to enter into and the Village Attorney (the "Attorney") is authorized to revise agreements for the Village 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 BOARD OF TRUSTEES OF THE VILLAGE OF STICKNEY, COOK COUNTY, ILLINOIS, as follows:

SECTION 1: RECITALS. The facts and statements contained in the preamble to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

SECTION 2: PURPOSE. The purpose of this Resolution is to authorize the President or his designee to enter into the Agreement whereby PBS will provide the Billing Services to the Village, and to further authorize the President or his designee to take all steps necessary to carry out the terms and intent of this Resolution and to ratify any steps taken to effectuate those goals.

SECTION 3: AUTHORIZATION. The Board hereby authorizes and directs the President or his designee to authorize, enter into and approve the Agreement in accordance with its terms, or any modifications thereof, and to ratify any and all previous action taken to effectuate the intent of this Resolution. The Board further authorizes and directs the President or his designee to execute the Agreement with such insertions, omissions and changes as shall be approved by the President and the Attorney. The Village Clerk is hereby authorized and directed to attest to and countersign the Agreement and any other documentation as may be necessary to carry out and effectuate the purpose of this Resolution. The Village Clerk is also authorized and directed to affix the Seal of the Village to such documentation as is deemed necessary. The officers, agents and/or employees of the Village shall take all action necessary or reasonably required by the Village to carry out, give effect to and consummate the purpose of this Resolution and shall take all action necessary in conformity therewith. To the extent that any requirement of bidding would be applicable to the Billing Services, the same is hereby waived.

SECTION 4. 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. 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. 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. 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 Village as provided by the Illinois Municipal Code, as amended.

SECTION 8. EFFECTIVE DATE. This Resolution shall be effective and in full force immediately upon passage and approval as provided by law.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

PASSED this ___ day of _____, 2021.

AYES:

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this ___ day of _____, 2021.

Jeff Walik, President

ATTESTED AND FILED in my
office this ___ day of
_____, 2021.

Audrey McAdams, Village Clerk

EXHIBIT A



**PARAMEDIC BILLING SERVICES, INC.
BILLING AGREEMENT
FOR**

Village of Stickney

Submitted By:

Firm Name: PARAMEDIC BILLING SERVICES, INC.
Address: 395 W. Lake Street, Elmhurst, Illinois 60126
Telephone: (630) 903-2372
Fax Number: (630) 903-2869
Contact: Michael Tillman, Vice-President

2021

SCOPE OF SERVICES

The primary function of PARAMEDIC BILLING SERVICES, INC. pursuant to this Agreement is to bill individuals or entities on behalf of the Village of Stickney for fire, ambulance, or other services authorized under Stickney's ordinances and to collect funds directly from individuals, entities, guarantors, or third party payers, as applicable, for these services. PARAMEDIC BILLING SERVICES, INC. will be using information for billing processes from the official ambulance, fire or other reports submitted by the Village of Stickney to PARAMEDIC BILLING SERVICES, INC.

**BILLING AGREEMENT
FOR
Village of Stickney**

THIS AGREEMENT is made and entered into between the Village of Stickney (hereinafter referred to as "Client" or "Village"), located at 6533 Pershing Road, Stickney, Illinois, 60402 and Paramedic Billing Services, Inc. (hereinafter referred to as "PBS" or "Contractor"), located at 395 W. Lake Street, Elmhurst, IL 60126 each a "Party" and collectively "Parties" effective on the date of execution of the Agreement by Client.

WITNESSETH:

WHEREAS, Client provides fire, ambulance, or other services authorized under Client's ordinances (hereinafter "Services") for the residents and visitors of its community and surrounding communities (hereinafter "Recipients"); and

WHEREAS, PBS is in the business of billing for Services; and

WHEREAS, Client and PBS desire that PBS handle all of the billing functions for Services provided by Client.

NOW, THEREFORE, in consideration of the mutual recitals and the promises contained herein and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged by both Client and PBS, the Parties agree as follows:

1. Incorporation of Recitals. The recitals set forth above are hereby incorporated by reference into this Agreement and made a part hereof as if set forth in their entirety.
2. Incorporation of Attachments. All appendixes attached to this Agreement shall be incorporated and made part of the Agreement as if fully set forth in the Agreement.
3. Procedures. PBS shall prepare all bills and claim forms for Services provided by Client. Billing procedures shall be in accordance with the procedures set forth in the attached Appendix A. PBS shall send bills and claim forms to third party payers and/or to Recipients/Recipient guarantors, as appropriate. Client shall report all collections and Explanation of Benefits ("EOBs") to PBS on a timely basis, as provided in the attached Appendix A.
4. Billing Guidelines. PBS shall prepare all bills and claim forms for Services provided by Client pursuant to the Billing Guidelines set forth in the attached Appendix B.
5. Lockbox Account. Funds collected for Client by PBS shall be maintained in an account at a bank designated by Client and in the name of the Client.
6. Reports and Accounting. On or before the 15th day of each month that this Agreement is in effect, PBS shall provide Client with an accounting of all sums collected during the previous month, indicating the name of the Recipient, the date of service, the amount

billed and the amount collected. Upon request, PBS shall provide Client with additional information that is reasonably required to verify the accuracy of the accounting.

7. Administration. PBS shall be responsible for processing all documentation, as required under federal, state, and local law, regulation or guidance. If this Agreement or any documentation prepared in accordance with this Agreement is subject to or requested by any governmental agency, PBS shall have primary responsibility for complying with such request and shall truthfully respond to all agency requests, with notice to the Client, to the extent such notice is permitted by law or the applicable agency. If PBS receives any legal notices, demands, subpoenas, or summons in regard to this Agreement, to the extent allowed under law and deemed advisable by PBS counsel, PBS shall notify Client and give Client the opportunity to review and assist in a response. PBS shall keep adequate records at PBS's principal place. Client and its agents shall have the right to inspect such records and shall be given access to such records upon reasonable notice and at any reasonable time upon Client's request. This provision shall survive the termination of this Agreement. PBS shall preserve such books and records for the legally required time period. PBS further agrees to timely respond to Client's requests for information, including but not limited to information required by the Client to respond to a Freedom of Information Act Request.
8. Programming. PBS shall provide a separate and complete Accounts Receivable program within PBS's computer billing system for the exclusive purpose of collections for Client.
9. Guidelines. Client shall provide to PBS guidelines for sending the bills and claims. Client shall provide to PBS or authorize PBS to receive all information necessary to issue bills or claims.
10. Fees. Client shall pay PBS a fee of six percent (6%) for all payments collected based on the payments received in the preceding month, whether payment is made to PBS or sent directly by the payer to Client. When PBS sends claims to a third-party collection agency, Client shall pay the collection agency fee in addition to the fee due to PBS per this section. Client agrees to provide PBS with notice and documentation of any payments directly received by it within ten (10) calendar days of receipt of said payment. PBS shall issue invoices on or before the 15th (fifteenth) day of each month for the preceding month; if the 15th falls on a weekend or holiday, invoices shall be issued the next business day. Client agrees to pay each invoice within forty-five (45) calendar days.

Upon the Village's request and as part of the consideration of this Agreement, Contractor shall provide consulting services to the Village to assist with evaluating the Village's ambulance billing needs.

11. Billing in Name of Client. All the billing for Services shall be in the name of the Client and on its behalf, including indemnification from third-party payers.
12. Term. This Agreement shall commence as of the date of the execution of the Agreement by the Client and shall continue for three (3) years (hereinafter referred to as the "Initial Term") unless sooner terminated pursuant to this Agreement. This Agreement shall

automatically renew for additional one year terms pursuant to the same terms and conditions set forth herein, except as otherwise agreed to by the Parties, unless sooner terminated by the Parties.

13. Termination for Cause. Either Party shall have the right to terminate this Agreement immediately upon the filing of a petition of bankruptcy, assignment for the benefit of creditors or the issuance of a cease and desist order or other action by any appropriate state, federal or local governmental agency or court of competent jurisdiction, which prohibits or threatens to prohibit, in whole or in part, either Party from performing the services required under this Agreement.
14. Termination Without Cause. Termination of this Agreement by either Party for any reason will be effective with thirty (30) calendar days prior written notice. The Parties agree that the termination will only apply to the receipt of new accounts by Client. PBS will continue its efforts in collecting Recipient accounts already in its possession. PBS will also continue its efforts in collecting Recipient accounts already placed with any external agency. PBS shall assess a fee and pass on any collection agency fees as outlined in Section 10, "Fees", on any amounts paid to Client for payment of a claim placed with any external agency regardless of whether the fee was directly obtained by the external agency.
15. Protection of Recipient Information. All records relating to Services rendered by Client, including but not limited to protected health information (PHI) as defined under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all subsequent amendments thereto, such as claims and run reports, shall be and remain the sole property of Client. PBS shall comply with all applicable laws and regulations relating to Recipient confidentiality including but not limited to HIPAA and shall not use or further disclose confidential information or PHI other than as permitted or required by this Agreement, by law, or by the Business Associate Agreement attached hereto as Appendix C.
16. Confidentiality. Trade secrets and confidential information that may be received by any Party or its employees, directly or indirectly, that are exempt from public disclosure under applicable laws shall remain the property of the disclosing Party and shall be kept confidential by the Party to whom such trade secrets or confidential information was disclosed. Such information will be utilized only for the purposes of carrying out the services and purposes of this Agreement, and each Party to which such information is disclosed shall cause each of its employees to comply with the foregoing. Upon termination of this Agreement, each Party agrees to surrender to the disclosing Party any and all trade secrets, confidential information, material, tangible items, or written information supplied by the disclosing Party. The obligations of this Section will survive the termination or expiration of this Agreement.
17. Relationship of the Parties. Notwithstanding anything to the contrary in this Agreement or elsewhere, PBS is an independent contractor with respect to the Client. There is no agency, employment relationship, partnership, or joint venture between the Contractor, its employees, and the Client and/or the Client's employees. No one connected with PBS, except in writing signed by the director of PBS has any right, power or authority to

act or create any obligation or binding promises or agreements, express or implied except as specifically outlined herein.

18. Publicity. Neither party shall without the prior written consent of the other Party: (a) refer to, identify, or use the name or any trade name or trademark of the other Party or any of its employees in any advertising or communications in any form; (b) make publicity releases, promotional or marketing materials, announcements, customer listings, testimonials, or advertising regarding the other or any of its employees, this Agreement, the services or any related activities, or (c) take any photographs, video or other recordings of the property of each Party or any of its employees.
19. Payments to Third Parties. PBS shall comply with all federal, state, and local law, regulation or guidance regarding political donations and charitable contributions.
20. Entire Agreement. This Agreement contains the entire agreement and understanding between the Parties in regard to the subject matter hereof and supersedes and replaces all prior agreements, negotiations, and arrangements concerning its subject matter; this Agreement is not subject to modification, alteration or amendment except by further written agreement signed by all Parties.
21. Non-Assignability. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, provided, however, that this Agreement shall not be assignable by either Party without the prior written consent of the other Party that shall not be unreasonably withheld.
22. Non-Waiver. No waiver of any provision shall constitute a waiver of any other provision, nor shall any waiver be deemed continuing unless otherwise expressly so provided in writing by the Party against which the waiver is asserted.
23. Severability. If any portion of this Agreement is determined to be invalid by law or court interpretation: (1) the court or other tribunal may "blue pencil" or revise said portion so that it is enforceable to the fullest extent permitted by law; (2) the Parties agree to attempt in good faith to renegotiate the problematic provision to the mutual satisfaction of the Parties; or (3) if revision is deemed impermissible, that portion shall be removed from this Agreement. In the event the Parties are not able to mutually agree on modification of the problematic provision, then either Party may terminate this Agreement upon thirty (30) calendar days written notice to the other Party if the terminating Party has a good faith belief based on the advice of legal counsel that the problematic provision creates an unfavorable exposure under applicable laws. All other portions of this Agreement shall remain in full force and effect.
24. Choice of Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to its conflict of law principals. No provision of this Agreement shall be applied or construed in a manner inconsistent with applicable federal, state, and local law, regulation, or guidance. The Parties hereby agree that all actions or proceedings arising in connection with this Agreement shall be tried or litigated exclusively in the state courts located in Illinois, or in the northern federal district court located at Illinois Northern District Court to the extent

permitted by law and a Party elects to file an action in federal court. The Parties hereby waive all objections to personal jurisdiction, venue, and forum non-conveniens.

25. Compliance with Law. Notwithstanding any other provision in this Agreement to the contrary, both Parties remain exclusively responsible for ensuring that any service provided pursuant to this Agreement complies with all pertinent provisions of federal, state, and local law, regulation, or guidance.
26. No Third-Party Beneficiaries. It is the explicit intent of the Parties hereto that no person or entity other than the Parties hereto, except assignees as contemplated in Section 22, is or shall be entitled to bring any action to enforce any provision of this Agreement against either of the Parties hereto.
27. Notices. All notices that are required hereunder, of which either Client or PBS may desire to serve upon the other Party, shall be in writing, personally delivered, sent by certified mail, return receipt requested, with postage prepaid, or by a recognized overnight carrier, to the Parties at the following address, (or at such other or further addresses as the Parties may hereafter designate by like notice similarly sent). Notices shall be deemed received upon receipt (if personally delivered), two (2) business days after deposit in the United States Mail (if mailed), or one business day after deposit with a recognized overnight carrier. If either Party chooses to use a recognized overnight carrier to deliver such notice, then the notice shall be by restricted delivery and only the person or persons listed below are the authorized signatories:
- | | |
|---|---|
| If to Client:
Village of Stickney
C/O Village President
6533 Pershing Road
Stickney, IL 60402 | If to PBS:
David B. Hill, III, President
Paramedic Billing Services, Inc.
395 W. Lake St.
Elmhurst, IL 60126 |
| With a copy to:
Stickney Fire Chief
6533 Pershing Road
Stickney, IL 60402 | With a copy to:
Michael Tillman, Vice-President
Paramedic Billing Services, Inc.
395 W. Lake St.
Elmhurst, IL 60126 |
28. Subpoenas and Records Requests. PBS shall charge and retain fees as allowed under applicable federal, state, and local law, regulation or guidance for reproduction of medical records upon valid request. PBS shall charge Client a court appearance fee of \$100.00 for each instance that a PBS employee is required to appear in court or at a deposition in any action related to the collection of a fee for Client.
29. Headings. The headings and subheadings in this Agreement are inserted for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.
30. Billing Guidelines. PBS, in its sole discretion, shall make all billing decisions, including, but not limited to, decisions on the level of service billed and determination of medical

necessity. Such decisions shall be made based on the guidelines, policies and regulations issued by Medicaid, Medicare, or other third party payer.

31. Signature. It is the responsibility of Client (when Client's employees are providing Services) to obtain the signature of the Recipient or verification that it could not be obtained for assignment of benefits forms, or was refused by the Recipient, and any other documents required by Medicaid, Medicare, or a third party payer (for purposes of this paragraph collectively "Payer") for any purpose including but not limited to establishing medical necessity. Client shall (a) submit to PBS all signatures necessary to properly bill Payers or (b) verification that signatures could not be obtained. Upon receipt of the necessary signatures or verification, PBS shall bill the Payer. PBS shall send Client a list of accounts requiring signatures or verification. PBS shall also send an invoice to the Recipient containing a signature form notifying the Recipient that the signature form must be completed and sent to PBS in order for PBS to bill a Payer and that absent receipt, Recipient is responsible for payment.
32. Notice of Privacy Practice. It is the responsibility of Client to comply with the HIPAA Privacy Rule's Notice of Privacy Practices for Protected Health Information (45 CFR 164.520).
33. Overpayments. In the event there are any overpayments due to third party payers based on Client's acts or omissions or for which PBS is otherwise not responsible (e.g. Client not obtaining signatures as required per Section 31 or Client not complying with the law as required in Section 34), PBS shall not assume any responsibility or liability for the overpayment and PBS shall keep the fees described in this Agreement.
34. Compliance with Law. It is the responsibility of Client (when Client's employees are providing Services) to ensure compliance with local, state, and federal rules, statutes, and sub-regulatory guidance including but not limited to ensuring: i) crew are appropriately licensed and certified, ii) crew are not excluded from participation in federally funded healthcare programs, and iii) Services are appropriately documented.
35. Contract Interpretation. Each Party and its counsel have had the opportunity to participate fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted in accordance with its plain meaning and not strictly for or against any Party.
36. Non-Solicitation. The Parties agree not to, directly or indirectly, solicit, or cause or induce on its own behalf or for any third party to solicit, for the purpose of hiring any of the Parties' employees to perform like services for the duration of this Agreement unless mutually agreed by the Parties.
37. Execution. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

38. Authority. PBS and Client represent that this Agreement is executed in accordance with the requirements of their respective organizations.

39. Screenings. The Office of the Inspector General (“OIG”) of the Department of Health and Human Services (“HHS”) has the authority to exclude individuals and entities from federally funded health care programs pursuant to sections 1128 and 1156 of the Social Security Act. The OIG maintains a list of all currently excluded individuals and entities called the List of Excluded Individuals and Entities (“LEIE”). Exclusion databases are also maintained by state agencies that oversee the State Medicaid Program and by the U.S. General Services Administration. Any health care entity or healthcare billing entity that hires or contracts with an individual or entity excluded from federally funded health care programs (“Excluded Person”) may be subject to civil monetary penalties (CMP). To avoid exclusion and CMP liability, parties to health care contracts that involve the Medicare/Medicaid claim development and submission process and other processes affecting compliance with federal or state law need to routinely check exclusion lists to ensure that new hires, current employees, vendors, and subcontractors are not Excluded Persons. The primary effect of hiring or having an employee who is an Excluded Person or contracting or subcontracting with an Excluded Person is that no payment will be provided for any items or services furnished, ordered, or prescribed by the Excluded Person.

1. Both Parties represent and warrant that they, their new hires, current employees, vendors, and subcontractors are not excluded from, or proposed for exclusion from, participation in, and are not otherwise ineligible to participate in, a “Federal Health Care Program” as defined in 42 U.S.C. Section 1320a-7b(f) (or any applicable successor statutory section).
2. Each Party shall not knowingly employ or contract with any individual or entity that has been excluded from or barred from participation in any Federal Healthcare Program.
3. Each Party shall be responsible for conducting a background screening at least annually or as otherwise required by law for their new hires, employees, vendors and subcontractors which shall minimally include:
 - i. OIG List of Excluded Individuals/Entities available at: <http://oig.hhs.gov/exclusions/exclusionslist.asp>.
 - ii. Any exclusion database maintained by the state agency that oversees the State Medicaid Program.
 - iii. The U.S. General Services Administration Excluded Parties List System. This list can be accessed at: <http://www.sam.gov>.
4. Each Party shall conduct state and local a background screenings, as required by law, for their new hires, employees, vendors and subcontractors with an appropriate source (e.g. State Bureau of Criminal Apprehension, Bureau of Investigation, local Sheriff’s Department).

5. Each Party shall immediately, but no later than three (3) business days, disclose to the other any results of the background screening that may impact the Medicare/Medicaid or other government healthcare claim development and submission process and other processes affecting compliance with federal or state healthcare law.
 6. Whether or not such notice is given, each Party may immediately terminate this Agreement without penalty or any other amounts owing as a result of such termination.
 7. If either Party's failure to conduct a routine check or make a notification as provided herein impacts reimbursement under this Agreement or causes the OIG to assess CMP which impacts the other Party under this Agreement, the Party that was responsible for and failed to conduct the check or make the notification shall be responsible to the extent permitted by law (i) for reimbursing the other Party for services provided under this Agreement and (ii) for reasonable costs associated with any OIG inquiries and investigations related thereto.
40. Indemnification. It is expressly understood and agreed that each Party shall to the extent permitted by law, defend, indemnify, save, and hold harmless the other, its parent corporations, affiliates, subsidiaries, successors and assigns, and their respective present and former agents, officers, volunteers, and employees from any and all claims, liabilities, obligations, debts, charges, settlements or judgments (including attorneys' fees) arising from this Agreement or the other party's present and former agents, officers, volunteers, and employees attributable to the negligent acts or omissions of the other Party, its agents, officers, and employees while engaged in the performance of duties under this Agreement, provided that no Party shall have any obligation under this section with respect to liabilities caused by the gross negligence, reckless, fraudulent or deliberately dishonest conduct, or intentional misconduct of the other Party seeking indemnification; and in the event that a final determination that such claims or liabilities resulted from such party's gross negligence, reckless, fraudulent or deliberately dishonest conduct, or intentional misconduct is made by a court of competent jurisdiction, the indemnified Party shall immediately refund such monies and expenses paid pursuant to this section. Neither Party shall be obligated to indemnify the other Party for any claim or liability: (a) involving a claim by one Party against the other Party; (b) to the extent prohibited by law; (c) to the extent the Party seeking indemnification receives indemnification or insurance coverage from any other source. Provided that a Party is not in breach of its indemnification obligations hereunder, no Party being indemnified shall settle or compromise any claim subject to indemnification hereunder without the consent of the Party providing such indemnification.

Each Party also agrees to indemnify and hold each other harmless for any settlement or judgment based upon the sole theory of apparent agency arising from the negligent acts or omissions of the other and/or its employees or agents.

Notwithstanding the above paragraph, neither Party shall be liable to the other for indemnification for, and each Party hereby releases the other from, any liability for punitive, exemplary and consequential damages which may be suffered by such Party arising directly or indirectly out of the performance of this Agreement, including but not limited to the loss of use, loss of profits or business interruption (collectively, the "excluded damages"); provided that amounts owed as consideration under this Agreement shall not be deemed excluded damages.

Notwithstanding the foregoing, nothing contained within this Agreement is intended to be a waiver or estoppel of the Client, PBS, or their respective insurers' abilities to rely upon the limitations, defenses and immunities contained within Illinois law, including, but not limited to the Illinois Local Government Tort Immunity Act that may be applicable to the Client or PBS. To the extent that indemnification is available and enforceable, the parties or their respective insurers shall not be liable to an indemnity or contribution for an amount greater than the limits of liability for claims established by law. Each Party's obligation to indemnify hereunder is subject to the availability and limits of applicable insurance coverage. Under no circumstances shall either party be required to indemnify the other for its own negligent or intentional conduct.

For purposes of any defenses or immunities to claims and liabilities to third parties that the Client and/or its employees may be entitled under applicable laws, the parties agree that, to the extent permitted by law, PBS will be deemed the agent of the Client or standing in the shoes of the Client with respect to such defenses and immunities available to the Client.

This indemnification obligation shall be deemed to be contractual in nature and shall survive any termination of this Agreement.

IN WITNESS WHEREOF, the Parties have hereunto set their seal this ____ day of _____, _____

CLIENT

PARAMEDIC BILLING SERVICES, INC.

By: _____

By: _____

Printed Name: _____

Printed Name: Thomas Deegan

Its: _____

Its: Client Liaison

APPENDIX A

Billing Procedures

1. PARAMEDIC BILLING SERVICES, INC. (PBS) shall provide electronic billing to all governmental and commercial carriers, where available. Otherwise, PBS shall provide paper billing on behalf of Client.
2. PBS will bill any and all appropriate government or commercial third party payers as agreed to by Client or as required by federal, state, or local law, regulation, or guidance.
3. PBS will invoice all Recipients/Recipient guarantors as agreed to by Client or as required by federal, state, or local law, regulation, or guidance.
4. PBS shall issue invoices on a billing form specific for Client.
5. PBS shall bill for Client's services in accordance with those rates determined by the Client or as required by the appropriate federal, state, or local law, regulation, or guidance. Client shall provide PBS with current rates. For any rate changes that may be implemented, Client shall immediately provide PBS with written notice of the rate changes.
6. Invoicing/collection activities will be conducted on the following schedule:
 - a. Immediate first steps:
 - i. First phone call verifies relevant insurance information.
 - ii. Medicaid/Medicare/government healthcare program reimbursement verified.
 - iii. Internet service verified for third party insurance.
 - b. Except as otherwise required by law, invoicing for Recipients with no insurance identified or for which insurance billing is not applicable:
 - i. First invoice mailed within five business days after receipt of case source data.
 - ii. Second invoice mailed 30 calendar days after first invoice.
 - iii. First courtesy call 10 business days after second invoice.
 - iv. Third invoice mailed 30 calendar days after second invoice.
 - v. Follow up call 10 business days after third invoice.
 - vi. Collection letter 30 calendar days after third invoice.
 - vii. Follow up call 5 business days after collection letter.
 - viii. If there is no payment plan established, and the account remains unpaid after the billing cycle has been completed, then the account balance will be turned over to a third-party collection agency.
 - c. Except as otherwise required by law, invoicing for Recipients with insurance identified:

- i. Claim submitted to insurance carrier within five business days after receipt of case source data.
 - ii. If no payment is received within 45 calendar days from claim submission, an invoice will be sent to Recipient with message stating that there has been no payment or correspondence from their insurance carrier, and to please give the insurance carrier a call.
 - iii. If Recipient is a resident of the Village of Stickney, the claim will continue to follow the procedures listed above in "Invoicing for Recipients with no insurance identified." If there is no payment plan established and the account remains unpaid after the billing cycle has been completed, the account balance is written off.
 - iv. If Recipient is a non-resident of the Village of Stickney, the claim will continue to follow the procedures listed above in "Invoicing for Recipients with no insurance identified." If there is no payment plan established, and the account remains unpaid after the billing cycle has been completed, then the account balance will be turned over to a third-party collection agency.
 - d. If an insurance payment is received on behalf of the Recipient for the service and a balance is remaining, PBS shall send its first invoice within five business days after receipt of the insurance payment, and follow up in accordance with the schedule set forth in 6c above.
 - e. PBS reserves the right to change the procedures listed in this paragraph 6 as deemed necessary for operational, business, or legal reasons.
7. PBS shall not refer delinquent accounts for external collection activity, as outlined in Section 6, or initiate any legal action on any Client account without the express authorization of the Client.
8. PBS accepts checks and all credit cards and may, in its discretion and in accordance with the law, pass on credit card fees to the cardholder.
9. PBS will set up payment plans where appropriate consistent with Client's policies and procedures and in accordance with law.
10. All payments shall be sent directly to the designated lockbox to allow rapid posting of payments. It is the responsibility of Client to notify PBS of any payments received at Client within 72 hours of all payments, correspondence, explanation of benefits, etc. relating to the services heretofore described.
11. PBS will submit a monthly payment receipt recap, and a monthly trip report detailing all of the transports billed from the previous month. It is the responsibility of Client to verify these reports and provide PBS with any missing data. These reports shall include payments received through the Village's enrollment in the Ground Emergency Medical Transport Program (GEMT).

12. It shall be the responsibility of Client to audit the billing rates charged by PBS for the Services provided by Client on a quarterly basis to verify that the rates charged by PBS are the correct rates. Additionally, should Client decide to change the billing rates for the Services, Client shall notify PBS as required in Section 5 and thereafter complete any necessary follow-up with PBS to insure that the changed rate is being applied by PBS.

APPENDIX C

BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement (the "Agreement") is entered into on _____, 2021 ("Effective Date") by and between the Village of Stickney ("Covered Entity"), and Paramedic Billing Services, Inc. ("Business Associate") (each a "Party" and collectively the "Parties").

1. BACKGROUND

Business Associate performs functions, activities, or services for, or on behalf of, Covered Entity under an existing written agreement (the "Underlying Agreement") and Business Associate creates, receives, maintains, or transmits Protected Health Information ("PHI"), including Electronic Protected Health Information ("E PHI"), in order to perform such functions, activities, or services (referred to collectively as the "Services"). The purpose of this Agreement is to set forth the terms and conditions of disclosure of PHI by Covered Entity to Business Associate, to set forth the terms and conditions of Business Associate's use and disclosure of PHI, and to ensure the confidentiality, integrity, and availability of E PHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity. It is the intent of Covered Entity and Business Associate that this Agreement will meet the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the American Recovery and Reinvestment Act of 2009, Public Law 111-5 ("ARRA"), the Privacy Rule, and the Security Rule, 45 C.F.R. Parts 160 and 164.

2. DEFINITIONS

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in HIPAA, ARRA, the Privacy Rule, and the Security Rule. Following are some of the key terms of this Agreement.

2.1 *Electronic Protected Health Information.* "Electronic Protected Health Information" or "E PHI" shall have the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103, but shall be limited to the E PHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity.

2.2 *Individual.* "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

2.3 *Minimum Necessary.* "Minimum Necessary" shall have the same meaning as "minimum necessary" described in 45 C.F.R. § 164.502(b) and Section 13405(b) of ARRA.

2.4 *Privacy Rule.* "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and Part 164, subparts A and E.

2.5 *Protected Health Information.* "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, but shall be limited to the information that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity.

2.6 *Required by Law.* "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.

2.7 *Secretary*. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his designee.

2.8 *Security Incident*. "Security Incident" shall have the same meaning as "security incident" in 45 C.F.R. § 164.304.

2.9 *Security Rule*. "Security Rule" shall mean the Security Standards for the Protection of EPHI at 45 C.F.R. Parts 160 and 164, subparts A and C.

2.10 *Subcontractor*. "Subcontractor" shall have the same meaning as "subcontractor" in 45 C.F.R. § 160.103.

3. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

3.1 *Use and Disclosure*. Business Associate agrees to not use or disclose PHI other than as permitted or required by this Agreement and any Underlying Agreement(s) related to the Services, or as Required by Law. Business Associate shall also comply, where applicable, with the Privacy Rule and the Security Rule.

3.2 *Safeguards*. Business Associate agrees to use appropriate safeguards and comply, where applicable, with the Security Rule with respect to EPHI, to prevent use or disclosure of the information other than as provided for by this Agreement.

3.3 *Business Associate's Reporting Obligations*.

(a) *Reports of Non-Permitted Use or Disclosure*. Business Associate agrees to report to Covered Entity any use or disclosure of the PHI not provided for by this Agreement of which Business Associate becomes aware. Where applicable, such report shall comply with the requirements outlined in Sections 3.3(b) and 3.3(c).

(b) *Reports of Breach of Unsecured PHI*.

1. For purposes of this Section, "Breach" and "Unsecured PHI" shall have the same meaning as "breach" and "unsecured protected health information," respectively, as such terms are defined by 45 C.F.R. § 164.402.
2. Following the discovery of a Breach of Unsecured PHI, Business Associate shall notify Covered Entity of the Breach. Such notification shall be made without unreasonable delay after discovering the Breach, but no later than sixty (60) calendar days after its discovery.
3. Business Associate's notice shall include, to the extent possible, the identification of each Individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during or as a result of the Breach. Business Associate shall also provide Covered Entity with at least the following information: a description of the Breach, including the date of Breach and the date of discovery of the Breach, if known; a description of the types of Unsecured PHI involved in the Breach; any steps Individuals should take to protect themselves from potential harm resulting from the Breach; a brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any further Breaches; and any other information Covered Entity is required to include in notification to the affected Individual(s) under 45 C.F.R. § 164.404(c). Business Associate will

provide additional information to Covered Entity as such information becomes available.

- (c) *Reports of Security Incidents.* Business Associate agrees to report to Covered Entity any Security Incident of which it becomes aware. Where applicable, such report shall comply with the requirements outlined in Sections 3.3(a) and (b). This Agreement serves as Business Associate's notice to Covered Entity that attempted but unsuccessful Security Incidents, such as pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, regularly occur and that no further notice will be made by Business Associate unless there has been a successful Security Incident.

3.4 *Subcontractors.* Business Associate agrees to ensure that any Subcontractor that creates, receives, maintains, or transmits PHI (including EPHI) on behalf of Business Associate agrees to substantially the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information, including but not limited to, compliance with the applicable requirements of 45 C.F.R. Parts 160 and 164. Such agreement between Business Associate and the Subcontractor must be made in writing and must comply with the terms of this Agreement and the requirements outlined in 45 C.F.R. §§ 164.504(e) and 164.314.

3.5 *Access to Designated Record Set.* The Parties do not intend for Business Associate to maintain any PHI in a Designated Record Set for Covered Entity. To the extent Business Associate possesses PHI in a Designated Record Set, Business Associate agrees to provide access, at the request of Covered Entity, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524. Business Associate is not required to provide such access where the PHI contained in a Designated Record Set is duplicative of the PHI contained in a Designated Record Set possessed by Covered Entity. If an Individual makes a request for access pursuant to 45 C.F.R. § 164.524 directly to Business Associate, or inquires about his or her right to access, Business Associate will either forward such request to Covered Entity or direct the Individual to Covered Entity.

3.6 *Amendments to Designated Record Set.* The Parties do not intend for Business Associate to maintain any PHI in a Designated Record Set for Covered Entity. To the extent Business Associate possesses PHI in a Designated Record Set, Business Associate agrees to make available such PHI for amendment and incorporate any amendment(s) to PHI in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of Covered Entity or an Individual. If an Individual submits a written request for amendment pursuant to 45 C.F.R. § 164.526 directly to Business Associate, or inquires about his or her right to amendment, Business Associate will either forward such request to Covered Entity or direct the Individual to Covered Entity.

3.7 *Accounting of Disclosures.*

- (a) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
- (b) Business Associate agrees to provide to Covered Entity or an Individual information collected in accordance with Section 3.7(a) of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

3.8 *Compliance with Law.* To the extent Business Associate is expressly obligated under the Underlying Agreement(s) to carry out one or more of Covered Entity's obligation(s) under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligation(s).

3.9 *Internal Practices.* Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule and Security Rule.

3.10 *Mitigation.* Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

4. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

4.1 *General Use and Disclosure.*

- (a) Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform Services for, or on behalf of, Covered Entity as such services may be specified in any Underlying Agreement(s), provided that such use or disclosure would not violate the Privacy Rule or the Security Rule if done by Covered Entity.
- (b) All uses and disclosures of PHI must comply with the Minimum Necessary requirements under the Privacy Rule. The Party disclosing PHI shall determine what constitutes the Minimum Necessary to accomplish the intended purpose of the disclosure.

4.2 *Specific Use and Disclosure.*

- (a) Business Associate may use or disclose PHI to carry out Business Associate's legal responsibilities and for the proper management and administration of Business Associate, provided that any such disclosures are either (1) Required by Law, or (2) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it becomes aware in which the confidentiality of the information has been breached.
- (b) Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
- (c) Business Associate may use and disclose PHI to report violations of law to appropriate state and federal authorities, to the extent permitted or required by 45 C.F.R. § 164.502(j)(1) and state law.
- (d) Business Associate may use PHI to create de-identified information in accordance with the requirements outlined in the Privacy Rule. Data that has been de-identified will no longer be subject to the terms of this Agreement.

5. OBLIGATIONS OF COVERED ENTITY

5.1 *Privacy Practices.* Covered Entity will notify Business Associate of any limitation(s) in its notice of privacy practices in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI. Covered Entity will provide such notice no later than fifteen (15) days prior to the effective date of the limitation.

5.2 *Notice of Changes Regarding Individual Permission.* Covered Entity will obtain any consent or authorization that may be required by the Privacy Rule, or applicable state law, prior to furnishing Business Associate with PHI. Covered Entity will notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI. Covered Entity will provide such notice no later than fifteen (15) days prior to the effective date of the change.

5.3 *Notice of Restrictions to Use or Disclosure of PHI.* Covered Entity will notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI. Covered Entity will provide such notice no later than fifteen (15) days prior to the effective date of the restriction. If Business Associate reasonably believes that any restriction agreed to by Covered Entity pursuant to this Section may materially impair Business Associate's ability to perform its obligations under the Underlying Agreement or this Agreement, the Parties will mutually agree upon any necessary modification of Business Associate's obligations under such agreements.

5.4 *Permissible Requests by Covered Entity.* Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule or the Security Rule if done by Covered Entity, except that Business Associate may use or disclose PHI as set forth herein.

5.5 *Safeguards.* Covered Entity shall use appropriate safeguards to maintain the confidentiality, privacy, and security of PHI in transmitting PHI to Business Associate pursuant to this Agreement.

6. TERM AND TERMINATION

6.1 *Term.* This Agreement shall be effective upon the Effective Date and shall remain in effect until all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with Section 6.3(b).

6.2 *Termination.*

(a) Termination Resulting from the End of Services. This Agreement shall terminate in the event that the Underlying Agreement(s) under which Covered Entity discloses PHI to Business Associate terminates for any reason, or if the Services that give rise to the necessity of a business associate agreement terminate for any reason.

(b) Termination for Cause. Upon either Party's knowledge of a material breach of this Agreement by the other Party, the non-breaching Party must either:

1. Provide an opportunity for the breaching Party to cure the breach or end the violation within thirty (30) business days, and if the breaching Party does not cure the breach or end the violation within thirty (30) business days, the non-breaching Party shall terminate this Agreement; or

2. Immediately terminate this Agreement if cure is not possible.

6.3 *Return or Destruction of PHI.*

(a) Except as provided in paragraph (b) of this Section, upon termination of this Agreement for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, that Business Associate still maintains in any form. This provision shall also apply to PHI that is in the possession of Subcontractors of Business Associate. Business Associate shall retain no copies of the PHI.

(b) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate and its Subcontractors shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate and/or its Subcontractors maintain such PHI.

7. MISCELLANEOUS

7.1 *Regulatory References.* A reference in this Agreement to a section in the Privacy Rule, the Security Rule, HIPAA, or ARRA, or any other reference to a law or regulation, means the section or law as in effect as of the date of this Agreement or as subsequently amended.

7.2 *Amendment.* The Parties agree to take such action as is necessary to amend this Agreement from time to time to comply with the requirements of the Privacy Rule, the Security Rule, HIPAA, and ARRA.

7.3 *Survival.* The respective rights and obligations of Business Associate under Section 6.3 of this Agreement shall survive the termination of this Agreement.

7.4 *Interpretation.* Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits compliance with the Privacy Rule, the Security Rule, HIPAA, and ARRA.

7.5 *Relationship to Other Agreement Provisions.* In the event that a provision of this Agreement is contrary to a provision of an Underlying Agreement or Agreements under which Covered Entity discloses PHI to Business Associate, the provision of this Agreement shall control. Otherwise, this Agreement shall be construed under, and in accordance with, the terms of such Underlying Agreement or Agreements between the Parties.

7.6 *Prior Business Associate Agreements.* Consistent with Section 7.5, this Agreement shall supersede any and all prior business associate agreement(s), or terms of other agreements addressing the privacy and security of PHI, between the Parties.

7.7 *No Third Party Beneficiaries.* Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity or Business Associate any rights, remedies, obligations, or liabilities whatsoever.

7.8 *Modification of Agreement.* No alteration, amendment, or modification of the terms of this Agreement shall be valid or effective unless in writing and signed by Business Associate and Covered Entity.

7.9 *Relationship of Parties.* Business Associate, in furnishing services to Covered Entity, is acting as an independent contractor, and Business Associate has the sole right and obligation to

supervise, manage, contract, direct, procure, perform, or cause to be performed, all work to be performed by Business Associate under this Agreement. Business Associate is not an agent of Covered Entity, and has no authority to represent Covered Entity as to any matters, except as expressly authorized in this Agreement.

7.10 *Notices.* Any notices required or permitted to be given under this Agreement by either Party shall be given in writing: (a) by personal delivery; (b) by electronic facsimile with confirmation sent by United States first class mail; (c) by bonded courier or nationally recognized overnight delivery service; or (d) by United States first class registered or certified mail, postage prepaid, return receipt requested, addressed to the Parties at the addresses set forth below or to such other addresses as the Parties may request in writing by notice pursuant to this Section 7.10. Notices shall be deemed received on the earliest of personal delivery, upon the next business day after delivery by electronic facsimile with confirmation that the transmission was completed or upon receipt by any other method of delivery.

Covered Entity: Village of Stickney, 6533 Pershing Road, Stickney, Illinois, 60402

Business Associate: Paramedic Billing Services, Inc., c/o Privacy Officer, 395 West Lake Street, Elmhurst, IL 60126

7.11 *Governing Law.* This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois.

7.12 *Counterparts.* This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and when taken together shall constitute one agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officers and made effective as of the Effective Date.

Paramedic Billing Services, Inc.
Business Associate

Village of Stickney
Covered Entity

By: _____
Print Name: _____
Title: _____
Date: _____

By: _____
Print Name: _____
Title: _____
Date: _____

ORDINANCE NO. 11

**AN ORDINANCE OF THE VILLAGE OF
STICKNEY, COOK COUNTY, ILLINOIS, ADOPTING
TAX INCREMENT ALLOCATION FINANCING FOR
THE CICERO AND PERSHING REDEVELOPMENT
PROJECT AREA**

WHEREAS, the Village of Stickney, Cook County, Illinois (the "*Village*"), is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and

WHEREAS, it is desirable and in the best interest of the citizens of the Village, for the Village to implement tax increment allocation financing pursuant to the Tax Increment Allocation Redevelopment Act, Division 74.4 of Article 11 of the Illinois Municipal Code, as amended (the "*Act*"), and

WHEREAS, the Village has heretofore approved a redevelopment plan and project (the "*Plan and Project*") as required by the Act by passage of an ordinance and has heretofore designated a redevelopment project area (the "*Area*") as required by the Act by the passage of an ordinance and has otherwise complied with all other conditions precedent required by the Act.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Stickney, Cook County, Illinois, as follows:

SECTION 1. *Recitals.* That the above recitals and findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

SECTION 2. *Tax Increment Financing Adopted.* That tax increment allocation financing is hereby adopted to pay redevelopment project costs as defined in the Act and as set forth in the Plan and Project within the Area as legally described in Exhibit A, a copy of which is attached hereto and made a part hereof, as if fully set forth in its entirety. The general street location for the Area is described in Exhibit B, a copy of which is attached hereto and made a part hereof, as if fully set forth in its entirety. The map of the Area is depicted in Exhibit C, a copy of which is attached hereto and made a part hereof, as if fully set forth in its entirety.

SECTION 3. *Allocation of Ad Valorem Taxes.* That pursuant to the Act, the ad valorem taxes, if any, arising from the levies upon taxable real property in the Area by taxing districts and tax rates determined in the manner provided in Section 11-74.4-9(c) of the Act each year after the effective date of this Ordinance until the Project costs and obligations issued in respect thereto have been paid shall be divided as follows:

a. That portion of taxes levied upon each taxable lot, block, tract, or parcel of real property that is attributable to the lower of the current equalized assessed value or the initial equalized assessed value of each such taxable lot, block, tract, or parcel of real property in the Area shall be allocated to and when collected shall be paid by the county collector to the respective affected taxing districts in the manner required by law in the absence of the adoption of tax increment allocation financing.

b. That portion, if any, of such taxes that is attributable to the increase in the current equalized assessed valuation of each lot, block, tract, or parcel of real property in the Area shall be allocated to and when collected shall be paid to the municipal treasurer, who shall deposit

said taxes into a special fund, hereby created, and designated the "Cicero and Pershing Redevelopment Project Area Special Tax Allocation Fund" of the Village and such taxes shall be used for the purpose of paying Project costs and obligations incurred in the payment thereof.

SECTION 4. *Severability.* This Ordinance, and its parts, is declared to be severable and if any section, clause, provision, or portion thereof of this Ordinance is declared invalid, the invalidity thereof shall not affect the validity of any other provisions of this Ordinance which shall remain in full force and effect.

SECTION 5. *Superseder.* All ordinances, resolutions, motions, or orders in conflict with any provision of this Ordinance are, to the extent of such conflict, hereby repealed.

SECTION 6. *Effective Date.* This Ordinance shall be in full force and effect upon its passage, approval and publication as provided by law.

ADOPTED this ___ day of June, 2021.

**VILLAGE CLERK OF THE VILLAGE OF STICKNEY
COUNTY OF COOK AND STATE OF ILLINOIS**

VOTING AYE:

VOTING NAY:

ABSENT:

ABSTAIN:

APPROVED this ___ day of June, 2021.

**PRESIDENT OF THE VILLAGE OF STICKNEY,
COUNTY OF COOK AND STATE OF ILLINOIS**

ATTESTED and Filed in my office
this ___ day of June, 2021.

VILLAGE CLERK

PUBLISHED in pamphlet form this
___ day of June, 2021.

VILLAGE CLERK

EXHIBIT A

**Village of Stickney
Cicero and Pershing Tax Increment Financing District
(Cicero and Pershing TIF District)**

Redevelopment Project Area Legal Description

THE SOUTHEAST QUARTER OF SECTION 33 TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THAT PART OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHERLY OF THE SOUTHERLY LINE OF LOTS 54, 56, 58 AND 60 OF THE SANITARY DISTRICT TRUSTEES' SUBDIVISION, RECORDED MARCH 31, 1908 AS DOCUMENT 4180218, EXCEPT THAT PART LYING EAST OF THE EASTERN BOUNDARY LINE OF THE VILLAGE OF STICKNEY; (SAID EXCEPTION BEING THAT PART OF THE EAST 649.14 FEET OF SAID NORTHEAST QUARTER LYING NORTH OF THE NORTH LINE OF SAID LOT 54, AND BEING THE EASTERLY PART OF SAID LOT 54), IN COOK COUNTY, ILLINOIS.

EXHIBIT B

**Village of Stickney
Cicero and Pershing Tax Increment Financing District
(Cicero and Pershing TIF District)**

Redevelopment Project Area Common Boundary Description

The proposed Redevelopment Project Area (RPA or Project Area) is located in the easternmost portion of the Village and is generally bounded by 35th Street to the north, Cicero Avenue to the east, the I-55 Expressway to the south and Laramie Avenue to the west. Land uses in the proposed RPA consist of industrial, commercial and residential uses. Hawthorne Race Course is located in the northern portion of the RPA. The RPA's western, northern and eastern boundaries are contiguous with the Town of Cicero. The RPA's eastern boundary is contiguous with the City of Chicago.

EXHIBIT C

**Village of Stickney
Cicero and Pershing Tax Increment Financing District
(Cicero and Pershing TIF District)
Redevelopment Project Area
Street Location Map**

Trustee _____ moved and Trustee _____ seconded the motion that said Ordinance as presented and read by the Village Clerk be adopted.

After a full discussion thereof including a public recital of the nature of the matter being considered and such other information as would inform the public of the nature of the business being conducted, the President directed that the roll be called for a vote upon the motion to adopt said Ordinance as read.

Upon the roll being called, the following Trustees voted AYE: _____

The following Trustees voted NAY: _____

Whereupon the President declared the motion carried and said Ordinance adopted, approved and signed the same in open meeting and directed the Village Clerk to record the same in full in the records of the Village Board of Trustees of the Village of Stickney, Cook County, Illinois, which was done.

Other business not pertinent to the adoption of said Ordinance was duly transacted at the meeting.

Upon motion duly made, seconded and carried, the meeting was adjourned.

Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CERTIFICATION OF ORDINANCE AND MINUTES

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Stickney, Cook County, Illinois (the “*Village*”), and that as such official I am the keeper of the records and files of the Village Board of Trustees of the Village (the “*Corporate Authorities*”).

I do further certify that the foregoing is a full, true and complete transcript of that portion of the minutes of the meeting of the Corporate Authorities held on the ___ day of June, 2021, insofar as same relates to the adoption of an Ordinance entitled:

**AN ORDINANCE OF THE VILLAGE OF
STICKNEY, COOK COUNTY, ILLINOIS,
ADOPTING TAX INCREMENT FINANCING
FOR THE CICERO AND PERSHING
REDEVELOPMENT PROJECT AREA**

a true, correct and complete copy of which said Ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Corporate Authorities on the adoption of said Ordinance were conducted openly, that the vote on the adoption of said Ordinance was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice; that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Corporate Authorities at least 48 hours in advance of the holding of said meeting; that said agenda described or made specific reference to said Ordinance; that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and the Illinois Municipal Code, as amended, and that the Corporate Authorities have complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Corporate Authorities.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the Village, this _____ day of _____, 2021.

Village Clerk

(SEAL)

a true, correct and complete copy of which said Ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

RESOLUTION NO. 06 -2021

A RESOLUTION AUTHORIZING AND APPROVING A CERTAIN AGREEMENT WITH CONDUENT STATE AND LOCAL SOLUTIONS, INC. RELATED TO THE INSTALLATION OF RED LIGHT CAMERAS IN THE VILLAGE OF STICKNEY

WHEREAS, the Village of Stickney (the "Village") is a home rule municipal corporation in accordance with Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and

WHEREAS, the Village has the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs, and to review, interpret and amend its ordinances, rules and regulations; and

WHEREAS, the Village is authorized to provide for automated law enforcement systems as that phrase is defined in Section 11-208.6 of the Illinois Vehicle Code (the "Systems"); and

WHEREAS, Conduent State and Local Solutions, Inc. ("Conduent") has the expertise and ability to furnish, install, operate and maintain the Systems, and to provide certain related services necessary for implementation (the "Services"); and

WHEREAS, the Village is desirous of entering into an agreement with Conduent to provide equipment, processing and other services to enable it to use the Systems to enforce traffic laws where permissible; and

WHEREAS, the Village hereby finds that enhanced traffic enforcement capabilities at intersections within the Village further the public health, safety and welfare of residents; and

WHEREAS, the Corporate Authorities find that it is in the best interest of the safety, health and welfare of the residents to adopt an agreement with Conduent (the "Agreement"), a copy of which is attached hereto as Exhibit A; and; and

WHEREAS, the Village President (the "President"), and the Board of Trustees of the Village (the "Board," and together with the President, the "Corporate Authorities") have determined that it is necessary, advisable and in the best interests of the Village and its residents to enter into and approve an agreement with substantially the same terms as the terms of the Agreement; and

WHEREAS, the President is authorized to enter into and the Village Attorney (the "Attorney") is authorized to revise agreements for the Village 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 BOARD OF TRUSTEES OF THE VILLAGE OF STICKNEY, COOK COUNTY, ILLINOIS, as follows:

SECTION 1: RECITALS. The facts and statements contained in the preamble to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

SECTION 2: PURPOSE. The purpose of this Resolution is to authorize the President or his designee to enter into the Agreement whereby Conduent will provide the Services to the Village, and to further authorize the President or his designee to take all steps necessary to carry out the terms and intent of this Resolution and to ratify any steps taken to effectuate those goals.

SECTION 3: AUTHORIZATION. The Board hereby authorizes and directs the President or his designee to authorize, enter into and approve the Agreement in accordance with its terms, or any modifications thereof, and to ratify any and all previous action taken to effectuate the intent of this Resolution. The Board further authorizes and directs the President or his designee to execute the Agreement with such insertions, omissions and changes as shall be approved by the President and the Attorney. The Village Clerk is hereby authorized and directed to attest to and countersign the Agreement and any other documentation as may be necessary to carry out and effectuate the purpose of this Resolution. The Village Clerk is also authorized and directed to affix the Seal of the Village to such documentation as is deemed necessary. The officers, agents and/or employees of the Village shall take all action necessary or reasonably required by the Village to carry out, give effect to and consummate the purpose of this Resolution and shall take all action necessary in conformity therewith. To the extent that any requirement of bidding would be applicable to the Services, the same is hereby waived.

SECTION 4. 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. 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. 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. 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 Village as provided by the Illinois Municipal Code, as amended.

SECTION 8. EFFECTIVE DATE. This Resolution shall be effective and in full force immediately upon passage and approval as provided by law.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

PASSED this ___ day of _____, 2021.

AYES:

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this ___ day of _____, 2021.

Jeff Walik, President

ATTESTED AND FILED in my
office this ___ day of
_____, 2021.

Audrey McAdams, Village Clerk

EXHIBIT A

Contract
For Services

Between

CONDUENT STATE & LOCAL SOLUTIONS, INC.

And

THE VILLAGE OF STICKNEY, IL

INDEX

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Appendix #1	Contract Payment Schedule
Appendix #2	Scope of Work Submitted by Contractor to the Client
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Contract for Services

General Terms and Conditions

THIS contract (“Contract”) made and entered into, and effective on effective date specified in Article 3.1 between Conduent State & Local Solutions, Inc., a New York corporation, with offices at 100 Campus Dr., 2nd Floor, Florham Park, NJ 07932 (“Contractor” or “Conduent”) and the VILLAGE OF STICKNEY, IL, Village Hall, 6533 Pershing Rd, Stickney, IL., (“Client” or “Village”). The Contractor and the Client may individually be referred to as a Party and collectively referred to as the “Parties”.

WHEREAS, the Contractor has submitted, and the Client has accepted the Contractor’s proposed scope of work as Appendix #2 Scope of Work and Appendix #3 Scope of Work Managed Collections, which are incorporated into the contract by reference as Appendix #2 and Appendix #3 respectively, to provide the Services;

NOW THEREFORE, the Parties have agreed on the following:

1.0 CONTRACT DOCUMENTS

The foregoing preamble together with the following documents are considered as an integral part of this Contract, and together these documents are collectively referred to herein as the “Contract.”. Should there be any conflict between these documents; the document that comes first shall prevail according to the following order:

- (a) These General Terms and Conditions and Additional General Terms
- (b) Contract Payment Schedule (Appendix #1)
- (c) Scope of Work Submitted by Contractor to the Client (Appendix #2 and Appendix #3)
- (d) Business Rules (negotiated and signed by both parties after contract execution)
- (e) Service Level Agreement (Appendix #4)

2.0 SCOPE OF THE CONTRACT

This Contract sets forth the terms and conditions governing the rights and obligations of the Parties in connection with the work to be performed. For that purpose, (i) Contractor shall perform the Services listed in and in accordance with the Contractor’s Scope of Work as provided at Appendix #2 and Appendix #3, and (ii) Client will pay Contractor for services in accordance with the Payment Schedule as provided at Appendix #1.

3.0 EFFECTIVE DATE AND DURATION

3.1 Effective Date of Contract (EDC). This Contract shall come into force and effect upon execution of this Contract. However, the Contract term (Duration of Contract) does not begin until system activation and the parties execute a written document evidencing mutual acceptance of the system operations and the date the term of the Contract begins.

3.2 Duration of Contract. Unless terminated earlier or extended in accordance with the terms of this Contract, this Contract shall remain in effect for four (4) years from EDC. Unless notified by the Client with 30 days written notice, the contract will automatically renew in term increments of two (2), three (3) year extension options and (1) one (2) two year extension option for a total possible term of twelve (12) years.

4.0 LIABILITY

4.1 Each Party shall be liable for the negligent or wrongful performance of their obligations in accordance with and as provided for in this Contract.

4.2 The Contractor shall not be liable for:

- (a) any damage, expenses or costs for damage, injury or loss caused by or arising out of the action, negligence, default, or omission of any person or persons other than the Contractor or its employees;
- (b) any loss or damage caused by or arising out of circumstances constituting an event of Force Majeure as per Article 8 below;

4.3 Notwithstanding any article, section, clause, or language of this Contract, except for third party liability, breach of a Party's confidentiality and intellectual property obligations, under no circumstances whatsoever shall Contractor be liable to the Client, whether in contract, tort, or otherwise (i) for any consequential, indirect, special, incidental, general, exemplary, punitive, or other non-direct damages, including, without limitation, lost profits, lost revenues, lost business opportunities, even if the Contractor has been advised of the possibility of non-direct damages or if, under applicable law, non-direct damages are considered direct damages and (ii) for any and all other damages which exceed a total aggregate amount of \$500,000. Nothing contained in this Contract shall constitute a waiver by the Village of any right, privilege or defense available to the Village under statutory or common law, including, but not limited to, the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 et seq., as amended.

5.0 REPRESENTATIONS AND WARRANTIES

5.1 The Parties hereby represent and warrant that:

5.1.1 Contractor is licensed to do business in the State of Illinois.

5.1.2 They have the power to sign and deliver this Contract and any other documentation relating thereto and have taken all necessary actions to authorize such execution, delivery and performance and to exercise their rights and perform their obligations under this Contract and that the signatories of this Contract have all necessary corporate authorizations;

5.1.3 To the best of their knowledge, such execution, delivery, and performance do not violate or conflict with any applicable law, decree, rule, or regulations.

6.0 INVOICING AND PAYMENT

6.1 Contractor will issue to Client, on a monthly basis, one (1) invoice for all amounts due with respect to services rendered and products delivered in the previous calendar month. Payment terms for materials and services will be as specified in Appendix #1, Appendix #2 and Appendix #3.

6.2 Invoices delivered pursuant to this Section, and as a material obligation of the Client under this Contract, shall be due and payable by Client within forty five (45) calendar days after invoice issuance by Contractor to Client. All payments by the City must be in accordance with the Illinois Prompt Payment Act 30 ILCS 540 et seq. .

6.3 Subject to Article 6.2, Client shall pay undisputed charges when such payments are due and payable under this Contract. Client may withhold payment of that portion of a monthly invoice that Client disputes in good faith up to a maximum aggregate amount for all disputes (“Dispute Cap”) under this Contract equal to one month’s prorated portion of average annual monthly charges for the last twelve (12) months (of such lesser period if the Contract has not been in duration for twelve (12) months); and Client shall pay any disputed amount in excess of one month’s prorated portion of the annual monthly charge to Contractor under reservation of rights in and to the disputed amounts. As an illustration, if the total amount invoiced by the Contractor during the past twelve (12) months was \$24,000,000, the one month’s prorated portion of average monthly charges for the last twelve (12) months is \$2 million and the Dispute Cap is \$2 million. Both Parties shall diligently pursue an expedited resolution of any disputed amount pursuant to Article 14.0 (Governing Law and Dispute Resolution). Contractor shall continue to perform its obligations under this Contract in good faith during the resolution of such dispute provided that Client complies with this Article 6. As a condition for any withhold, Client shall provide written notice to Contractor within ten (10) business days of receipt of invoice explaining its reasons for such withholding on or before the time the disputed amounts would have been due, had there been no dispute. Amounts withheld by Client in good faith under this Article shall not be subject to liquidated damages assessments under Article 6.2 until the dispute is resolved and only unless any such fees owed to Subcontractor are not paid within ten (10) business days of resolution of the dispute. Amounts withheld by Client in bad faith will accrue liquidated damages in accordance with the terms of Article 6.2.

6.4 Notwithstanding the provisions of Article 6.3, Client’s right to withhold payment cannot be invoked by Client if the citizens or the State pays Client the amounts of the invoices relating to Contractor’s charges.

6.5 Subject to the Dispute Cap, Contractor shall be excused from its duty to continue performance if the Client is in arrears in payment of undisputed charges, and Contractor has provided Client with advance written notice of such delinquency and Contractor’s intent to suspend performance within the Late Payment Notice Period (defined below) and Client has failed to make payment of such undisputed Fees within the Late Payment Notice Period. For the avoidance of doubt, Client’s withholding payment of disputed charges up to the Dispute Cap will not be considered to prevent Contractor from performing the Services, nor be considered a basis of breach alleged against Client. For purposes of this Article, “Late Payment Notice Period” shall be ten (10) calendar days for the first late payment notice each calendar year, five (5) days for the second late payment notice each calendar year, and one (1) day thereafter for the remainder of such calendar year. Upon delivery of any notice by Contractor to Client under this Article, Contractor may communicate directly with the Director of Finance regarding Client’s late payment and Contractor’s planned suspension of Services, if any, as a result of such late payment. For avoidance of doubt, payments made during the Late Payment Notice Period are subject to liquidated damages.

7.0 INSURANCE

See attached Additional General Terms for Insurance Requirements.

8.0 MODIFICATION/CHANGE REQUEST

8.1 Modification of any term or condition of this Contract may only be made by written agreement between the Parties and shall not be effective until both Parties have agreed to the modification in writing. All such modifications shall be incorporated by formal amendment to the Contract. Each Party shall give due consideration to any proposals for modification made by the other Party.

8.2 Contractor and City shall discuss and seek a mutually acceptable equitable adjustment to this Contract if any Change of Law increases the cost of performance, the period of performance, or both.

8.2.1 A "Change of Law" means (i) any amendment, alteration or modification to or repeal of any existing healthcare, privacy, health, safety, or tax law, statute, regulation, ordinance, executive order, policy, instruction, or similar rule ("Law") or (ii) introduction of any new Law in the Territory that takes effect after the Effective Date of the Contract. The Parties agree (i) at this time that there are no sales and/or use or other taxes applicable to the Services provided herein and (ii) a change in the income tax laws shall not be considered a Change of Law.

8.2.2 "Territory" shall mean the cities, counties, and State of Illinois and the jurisdiction of the United States federal government.

8.3 Contractor shall be entitled to an equitable adjustment to this Contract if any Change of Law increases the cost of performance, the period of performance, or both.

9.0 CONFIDENTIAL INFORMATION

9.1 For the purposes of this Section, "Confidential Information" means all information of a confidential or proprietary nature, including but not limited to any data, software and related documentation, terms and pricing of this Contract, non-public financial and business information, information about each party's employees, clients, vendors, and any intellectual property rights (patent, copyright, trademark, service mark, trade secret, and know-how) therein, which is specifically marked as "confidential" or "proprietary" or with a similar restrictive legend and which is disclosed by whatever means by one Party (the "Disclosing Party") to any other Party (the "Receiving Party"). Orally disclosed information which is to be treated as Confidential Information by the Receiving Party shall be confirmed as such in writing by the Disclosing Party within fifteen (15) business days of such disclosure. Any information provided by the village or from Conduent to the village is subject to disclosure by the Illinois Freedom of Information Act, 5 ILCS 140/1 et.seq.

9.2 The Receiving Party shall not use or disclose the Confidential Information except for the specific purposes of this Contract and shall use at least the same degree of care in safeguarding the Disclosing Party's Confidential Information as it uses for its own Confidential Information of like import, provided such degree of care is reasonably calculated to prevent inadvertent disclosure or unauthorized use thereof.

9.3. This clause shall not apply to the disclosure of Confidential Information if and to the extent:

9.3.1 required by law; in which case the Receiving Party shall use reasonable efforts to provide the Disclosing Party with reasonable advance notice of the impending disclosure prior to the actual disclosure;

9.3.2 required by any competent regulatory authority (including, without limitation, any securities exchange) in which case the Receiving Party shall use reasonable efforts to provide the Disclosing Party with reasonable advance notice of the impending disclosure prior to the actual disclosure and to allow for the Disclosing Party to oppose such requirement; or

9.3.3 that such information is in the public domain other than through breach of this Section or wrongful conduct of the Receiving Party; provided that the Receiving Party shall use reasonable efforts to provide the Disclosing Party with reasonable advance notice of the impending disclosure prior to the actual disclosure.

9.4 The Receiving Party may disclose Confidential Information to its affiliates, subsidiaries, parents, officers, directors, employees, contractors, subcontractors, suppliers, advisers, lawyers, consultants and lenders provided (a) the recipient has a reasonable need to know the Confidential Information, (b) the Receiving Party makes each such recipient aware of the obligations of confidentiality assumed under this Contract, and the recipient agrees to comply, (c) the Receiving Party uses all reasonable endeavors to ensure that such recipient

complies with those obligations as if it was a Party to this Contract, and (d) the Receiving Party remains liable the recipient's compliance. Notwithstanding the foregoing or any language or section of this Contract, the Client shall not disclose any Contractor Confidential Information to any consultant, contractor, supplier, lawyer, or lender of any other person or company that reasonably could be considered a competitor of the Contractor without the Contractor's prior written consent.

9.5 The parties acknowledge the any driver or vehicle information obtained in performance of this agreement is obtained only for the purposes of the enforcement of traffic laws and may only be used for that purpose. In addition, neither party obtains any rights to the information beyond those granted by the state agencies providing access. Neither party has any right of ownership to the vehicle or driver's personal information obtained in performance of this agreement

9.6 This Section 9.0 shall continue to bind the Parties notwithstanding expiry of this Contract.

10.0 INTELLECTUAL PROPERTY RIGHTS

Notwithstanding this or any other language or section of this Contract, the Contractor shall retain all title, interest, and rights to any and all of its proprietary and/or Confidential Information, data, studies, documents, patents, copyrights (and any derivatives thereof), trademarks, service marks, software, trade secrets, know how, techniques, processes and modifications, updates, changes, and improvements thereof, and any other similar proprietary rights, including but not limited the Contractor's proprietary software (collectively called "Contractor's Intellectual Property"), utilized in providing the Services pursuant to this Contract. No license to use, copy, modify, distribute, transfer, sub-license, sell, offer to sell, import, or make derivative works of any Contractor Intellectual Property is granted to Client or to any third Party by virtue of this Contract, except that which is provided in a separate written licensing agreement attached to this Contract.

Notwithstanding the forgoing, Contractor grants Client a revocable, non-exclusive, non-transferable license to use for the duration of the Contract when services are performed by Contractor, Contractor's Intellectual Property including such information incorporated into the equipment utilized within the United States of America for Client's own, non-commercial computing operations without the rights to sublicense, modify, sell, decompile, reverse engineer or disassemble said Contractor's Intellectual Property for any purpose

11.0 WARRANTY

11.1 For commercially available hardware and software, the applicable warranty shall be the manufacturer's or developer's standard commercial warranty, if any, to the extent such warranty can be passed on or extended to the Client.

11.2 During the term of this Contract, the Contractor warrants that it will provide the Services in a good and workmanlike manner; and as Client's sole and exclusive remedy for Contractor's breach of this warranty, Contractor agrees to re-perform any Services not in compliance with this warranty provided it receives written notice of such breach within thirty (30) calendar days of when the Client knew or should have reasonably known that there was a breach of warranty in the Services that have been performed.

11.3 UNLESS EXPRESSLY STATED IN THIS CONTRACT, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

12.0 FORCE MAJEURE

12.1 Definition. A “Force Majeure” shall mean any event beyond the reasonable control and without the fault or negligence of the Party that actually renders the performance, implementation, or operation of the contract impracticable, impossible, or illegal in part or in full for the Party suffering the event of Force Majeure, including but not limited to: an Act of God (including fire, flood, earthquake, storm, tornado, hurricane, epidemic, pandemic, quarantine, or other natural disaster or public health emergency as declared by a Gubernatorial Disaster Proclamation which covers and includes the corporate limits of the Client); war, invasion, act of a foreign enemy, act of terrorism, hostilities (whether war is declared or not), military mobilization, civil war, rebellion, uprising, revolution, insurrection, riot, vandalism, sabotage, military or usurped power or confiscation, nationalization, government sanction, blockage, embargo, or any other action or inaction of any government; labor dispute, strike, slow-down, or lockout by the Party’s or its subcontractor’s employees; software virus; (except those which are attributable and preventable by the Contractor); third party criminal acts; or interruption or failure of electricity, Client, telephone, or internet service. Parties agree that for instances that Force Majeure events apply for at least 30 days that the Parties will execute an amendment extending the Term of the agreement by the corresponding amount of delay incurred by the Force Majeure event.

12.2 Relief from Obligations. If, but only for as long as a Force Majeure event prevents a Party, including but not limited to its subcontractors (the Affected Party), from complying with any of its obligations under this Contract and provided the Affected Party complies with subparagraph 12.5 of this section in all respects, the Affected Party shall be excused from performance of those obligations.

12.3 Payment of Fees. During the continuation of a Force Majeure event, payments of the fees under this Contract shall be made in the amounts and at the times as specified in this contract. If a Force Majeure event occurs which affects the banking system, hinders or prevents the Client from paying any fees due Contractor under this Contract, the Client undertakes to make these payments immediately following the ceasing of the Force Majeure event.

12.4 Termination Rights. Twelve (12) months after the occurrence of a Force Majeure event where Contractor is the Affected Party, the Force Majeure event is continuing and has a material adverse effect on Contractor’s performance of this Contract, then as long as such Force Majeure event continues and has an effect, the Client shall have the option to terminate all or part of this Contract provided that any partial termination of this Contract must be in respect of all but not only part of any services related to this Contract. Contractor shall have the right to terminate the Contract in accordance with this sub-section twelve (12) months after the occurrence of a Force Majeure event where the Client is the Affected Party, the Force Majeure is continuing, and its effect throughout that period has been to prevent the Client from performing all or substantially all of its obligations under this Contract, then as long as such Force Majeure event continues, Contractor may terminate this Contract in its entirety. In the case of a termination by Contractor or Client under this sub-section, the Contractor shall be entitled to be fairly and equitably compensated for any supplies and services provided to the Client.

12.5 Duty to Notify and Mitigate. The Affected Party shall inform the other Party in writing as soon as practicable of the occurrence of a Force Majeure Event giving reasonable details of its expected effect and duration together with the evidence necessary to justify a claim for relief under this section. If the Force Majeure Event continues for more than seven (7) calendar days, the Affected Party shall notify the other Party

regularly and not less than once every seven (7) calendar days of the steps it is taking to resume performance of its obligations. The Affected Party shall use all reasonable efforts to resume performance of its obligations as soon as practicable and in the meantime mitigate the effects of any such event and shall keep the other Party fully informed about the steps taken and proposed to be taken to achieve this.

13.0 TERMINATION

13.1 Client will have the option, but not the obligation, to terminate this Contract for Cause for any material breach of a material Contract obligation by Contractor that is not cured by Contractor within thirty (30) calendar days from the date on which Contractor receives Client's written notice of such breach, or if a cure cannot reasonably be fully completed within sixty (60) days, if Contractor needs to engage a 3rd party for resolution, or at a later date, provided Contractor has provided a plan acceptable to Client for such cure. Contractor shall work diligently to timely cure any deficiencies noted. Client will exercise its termination option by delivering to Contractor written notice of such termination identifying the scope of the termination and the termination date

13.2 Client will have the option, but not the obligation, to terminate this Contract for any reason within thirty (30) calendar days from the date on which Contractor receives Client's written notice of such termination. Client will exercise its termination option by delivering to Contractor written notice of such termination identifying the scope of the termination and compensation associated and the termination date.

13.3 Contractor will have the option, but not the obligation, to terminate this Agreement if Client fails to pay when due undisputed amounts, including but not limited to late payment liquidated damages, owed to Contractor, and Client fails to cure such failure within sixty (60) calendar days Local Government Prompt Payment Act 50 ILCS 505/1 after receipt from Contractor of written notice from Contractor.

13.4 Termination of this Agreement for any reason under this Section will not affect (i) any liabilities or obligations of either Party arising before such termination or out of the events causing such termination, or (ii) any damages or other remedies to which a Party may be entitled under this Agreement, at law or in equity, arising from any breaches of such liabilities or obligations.

14.0 GOVERNING LAW AND DISPUTE RESOLUTION

14.1 This Contract, its meaning and interpretation and the relation between the Parties shall be governed by and construed in the accordance with the Laws of the State of Illinois, USA, excluding its conflict of laws rules. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to or govern this Contract.

14.2 The exclusive forum for resolution of all disputes shall be the federal or state courts located in the State of Illinois and each Party hereby irrevocably consents to the jurisdiction of said courts. The Parties agree that the decision of such court shall be enforceable and non-appealable in any other court with jurisdiction over a Party.

15.0 MISCELLANEOUS

15.1 Non-Hire and Non-Solicitation

15.1.1 Neither Party shall, without the prior written consent of the other Party, knowingly solicit, recruit,

hire, or otherwise employ or retain any employee of the other Party who is performing or has performed any of the Services under this Contract during the term of this Contract. This restriction includes former employees of Contractor and Client who have performed any of the Services during the term of this Contract. This restriction shall survive the termination or expiration of this Contract for a period of one (1) year.

15.1.2 The provisions of this Article shall not restrict in any way the right of either Party to solicit or recruit generally in the media, and shall not prohibit either Party from hiring an employee or former employee of the other Party who responds to any public advertisement or who otherwise voluntarily applies for hire without having been personally solicited or recruited by the hiring Party.

15.1.3 Any Party that violates this Article shall be liable to the non-violating Party for (i) the immediate and automatic payment of liquidated damages in the amount of two times (2x) the recruited or hired employee's annual salary during his/her last year of employment with the non-violating Party and (ii) reasonable attorney's fees and court costs for enforcing this Article 15.1.3.

15.2 Assignment

Except as to its subsidiaries, affiliates, or parents, the Contractor shall not assign this Contract without the Client's consent which shall not be unreasonably withheld, delayed, or denied. The Client shall not assign this Contract without the Contractor's consent which shall not be unreasonably withheld, delayed, or denied. Such assignment without the required consent shall be null and void.

15.3 Cessation of Rights and Obligations

Upon termination or upon expiration of this Contract all rights and obligations of the Parties hereunder shall cease, except:

- (a) Article 4: Liability;
- (b) Article 9 : Confidential Information;
- (c) Article 10: Intellectual Property Rights;
- (d) Article 14: Governing Law and Dispute Resolution.

15.4 Risk of Loss

As of the Effective Date, each Party will be responsible for risk of loss of, and damage to, any equipment, software or other materials in its possession or under its control.

15.5 Invalidity

The invalidity of any provision of this Contract does not lead to the invalidity of the overall Contract.

15.6 No Waiver

The waiver by either party of any right provided under this Contract shall not constitute a subsequent or continuing waiver of such right or of any other right under this Contract.

15.7 Severability

In the event that one or more terms of this Contract becomes or is declared to be illegal or otherwise unenforceable by any court of competent jurisdiction, each such term shall be null and void and shall be deemed deleted from this Contract. All remaining terms of this Contract shall remain in full force and effect.

15.8 Relation between the Parties

This Contract does not create any agency, partnership, joint venture, or franchise relationship. No employee of either party shall be or become, or shall be deemed to be or become, an employee of the other Party by virtue of the existence or implementation of this Contract. Each Party hereto is an independent contractor. Neither Party has the right or authority to, and shall not, assume or create any obligation of any nature whatsoever on behalf of the other Party or bind the other Party in any respect whatsoever.

15.9 Taxes and Levies

Except as provided at Article 8.2, each Party shall solely bear all taxes, levies and duties of any kind whatsoever imposed by the laws of the country where the payments shall be made.

15.10 Notices

All notices required or permitted under this Contract will be in writing and will be deemed given one (1) business day after deposit with a commercial express courier specifying next day delivery (or three (3) business days for international courier packages specifying 2-day or 3-day delivery), with written verification of receipt. All communications will be sent to the addresses set forth in this paragraph or such other address as may be designated by a party by giving written notice to the other party pursuant to this paragraph, or, in the absence of such an address, to the address to which the last invoice under this Contract was sent before notice is served.

If to Contractor:

Law Department
Conduent Business Services, LLC
10th Floor, Room 1023
750 First St., NE
Washington, DC 20002

Fax: 301.820.4697

If to Client:

Village Mayor

Jeff Walik
VILLAGE OF
STICKNEY
6533 Pershing Rd.,
Stickney, IL 60402

Fax:-(847) 359-9094

Michael T. Del Galdo, Village Attorney
Del Galdo Law Group, LLC
1441 South Harlem Ave.
Berwyn, IL 60402

15.11 Counterparts

This Contract may be executed in two counterparts, each of which shall be deemed an original and together which shall constitute one and the same instrument.

15.12 Headings

Headings of sections have been added solely for convenience of reference and shall not be deemed part of this Contract.

15.13 Entire Contract

This Contract constitutes the complete and entire agreement between the Parties concerning the subject matter of this Contract and replaces any and all prior oral or written agreements or communications between the Parties, all of which are excluded. There are no conditions, understandings, agreements, representations or warranties, expressed or implied, that are not specified herein. This Contract may be modified only by a written document executed by the Parties hereto in accordance with Article 8.1.

** ** **

Signature Page Follows

IN WITNESS WHEREOF, the Parties have executed this Contract on the dates specified below.

FOR AND ON BEHALF OF

VILLAGE OF STICKNEY

By:

Name: _____

Position: _____

Signature: _____

Date: _____ Effective Date of Contract

FOR AND ON BEHALF OF

CONDUENT STATE & LOCAL SOLUTIONS, INC.

By:

Name: Holly Cooper

Position: Vice President

Signature: 

Date: May 25, 2021

APPENDIX #1

Contract Payment Schedule

COMPENSATION

All-Inclusive, Flat Fee Pricing

Table 1-1. Flat Fee Pricing

Description	Flat Monthly Fee per Approach
DriveSafe® Red Light systems with 360-degree pan-tilt-zoom Video Surveillance capability, plus license for Citeweb™ Violation Processing software and Conduent Business Intelligence	\$3,745.00
Optional Conduent License Plate Recognition (CLPR)	\$105.00

Price Conditions

- The monthly flat fee per system will commence upon acceptance of the installed system
- Pricing assumes a term with a (4) four year base and (2) two (3) three year extension options and (1) one (2) two year extension option for a total possible term of (12) twelve years
- Pricing assumes a refresh of all camera, detection and flash equipment in year (7) seven of the contract, assuming a (12) twelve year term
- Pricing assumes Conduent will install (1) one power pedestal per intersection and the Village will pay for ongoing cost of power
- Contractor will increase the unit price each anniversary date of the term after year (1) one by 2%
- Conduent will charge a \$4.00 credit card processing fee, paid by the violator, for all payments made via a credit card

Collections

Conduent offers a comprehensive collections process that has been proven to produce superior results over other collection providers. Our managed receivables approach frequently rotates between a dozen or so collection companies rewarding those vendors that outperform others and giving them the opportunity to absorb more of the collections volume based on their frequent performance evaluations.

Table 1-2. Managed Receivables Pricing

Description	Flat Fee per Payment Collected Past 3rd Notice
Conduent Collections and Managed Receivables model plus Data Analytics	\$30.00*

* There will be no annual escalation associated with this price.

APPENDIX #2

SCOPE OF WORK

Business Rules. The parties will provide specific performance details in separate Business Rules negotiated and signed by the parties, incorporated herein.

Conduent Program Manager. Conduent will designate a Conduent employee as the Client's principal contact at Conduent. The employee will be available during Client business hours and will provide an afterhours contact in the event of an emergency situation.

Equipment. Conduent will install 3 Red Light cameras using the DriveSafe® system at locations chosen by the Client and mutually agreed upon with Conduent's Engineering team for approach feasibility. Each camera system will also be capable of enforcing speed violations, as directed by the Client, commonly referred to as Speed on Green. This capability can be enabled where legislatively allowed and for a mutually agreed to fee to be added to the Flat Fee Pricing identified in Appendix 1.

Location of Red Light systems. Conduent will install Red Light cameras on locations chosen by the Client, and mutually agreed upon with Conduent's Engineering team for approach feasibility, on Client owned Right of Way(s). If the Client seeks installation at locations the Village does not have a Right of Way, the Client will negotiate and obtain the Right of Way for Conduent. If Client loses the Right of Way prior to termination of the agreement, then the parties will discuss Conduent moving the camera to a new location and any associated fees. When allowable Conduent will utilize above ground Client owned infrastructure for mounting radar detection equipment and below ground infrastructure for cabling. Conduent will be allowed to power each Red Light system via connections to the traffic controller power source, at the Client's expense.

Signage. Conduent will provide appropriate signage that meet guidelines legislatively required for enforcement for Red Light.

System operation. Conduent's Citeweb™ database will be available from any internet-enabled device 24 hours a day, 7 days a week for approval of citations except for scheduled downtime. In the event of unexpected downtime not due to the actions or inactions of third parties or a force majeure event, Conduent will remedy all issues within 48 hours regardless of holidays or weekends. Conduent will pro-rate the Client's monthly fee on a daily basis, in accordance with Appendix #4 Service Level Agreements, for any downtime not due to the actions or inactions of third parties or a force majeure event.

Camera Maintenance. Conduent will maintain and make all necessary repairs or replacement of installed equipment in accordance with the Business Rules. Contractor will perform daily verification of each site's operational status and will notify the Village of any camera or system malfunction when discovered by the Contractor. Any minor or significant failure except in the case of a knockdown, catastrophic event including loss of power or vandalism will be repaired or replaced within 48 hours of its discovery. In the event of a knockdown, Conduent will respond within 48 hours of discovery by Conduent or from notification by Client and provide the Village an estimate for repair or replacement. Conduent will pro-rate the Village on a daily basis, in accordance with Appendix #4 Service Level Agreements, for any repair or replacement more than seven (7) calendar days after the estimate has been completed.

Calibration. If the Client elects to enforce Speed on Green, Conduent will have each applicable system undergo annual calibration at Conduent's expense to ensure proper working condition, the annual calibration will be performed by the company identified in the Business Rules, and Conduent will provide the Client with the annual proof of calibration. If the radar is disabled or damaged, Conduent will replace with unit that has been calibrated within the previous 12 months.

Firmware/Software Upgrades for equipment. Conduent will provide release notes on the latest software and firmware upgrades to the camera equipment when they become available and will install the software and firmware upgrades that have the Client's approval to proceed. If certain upgrades are required to maintain system security or legal compliance, then Client approval will be

deemed to be granted for such upgrades unless the Client otherwise notifies Conduent in writing that approval is not granted.

Training. Conduent will provide training on both camera equipment as well as use of our Citeweb™ system for approval of citations and reporting inquiries. Training will be provided at the beginning of the program and annually thereafter at Conduent's expense. Additional refresher training may be provided upon request.

Violation Processing. Conduent will perform an initial review of each potential violation entering the license plate to send through the Illinois Secretary of State and other motor vehicle registration access portals, which Village will provide access via Village access or assist Conduent in obtaining such registration access as needed (i.e. ORI for NLETS as identified below or similar assistance), to obtain all potential violations that have registered owner information. Conduent will perform a secondary review of the potential violations that have registered owner information to ensure that the criteria and statutory requirements of a potential violation meets the Business Rules set by the Client. Violations that meet the Client's Business Rules after Conduent's secondary review will be available for review and approval/rejection by the Stickney Police Department.

Notices of Violation. All violations approved by the Client will be printed and mailed as an initial notice of violation by Conduent by the next business day. The initial notice will include a URL internet address for the violator to view the violation video, an image of the license plate, and two (2) photos of the violating vehicle along with all statutory required language and registered owner information. For any notice returned as undeliverable ("Nixie"), Conduent will re-request the registered owner info to see if there is new information and if so, will re-issue a notice to the new address obtained. In the event no new information is received Conduent will continue the mailing process to the address as initially received. For each notice unpaid after thirty (30) days of mailing of the notice of violation, Conduent will mail a second follow up black and white notice to the registered owner. The second notice will have language and format mutually agreeable by both Conduent and the Client. For any violation not paid by the violator thirty (30) days after the second follow up notice a 3rd notice in black and white will be mailed to the registered owner for the start of collections activities. If the violation is still unpaid thirty (30) days after the mailing of the 3rd notice, Conduent will mail a 4th and final notice. Any violation paid that occurs by the mailing of the 3rd notice or thereafter will entitle Conduent to the collections fee outlined Compensation. in Appendix #1 Contract Payment Schedule, Table 1-2 Managed Receivables Pricing.

Customer Service and payment acceptance. Conduent will provide a toll-free number for citizens to call for program related inquiries Monday through Friday 8am – 5pm (Central time) excluding holidays. Conduent will also provide an interactive voice response available 24 hours a day 365 days per year for citizens to call and make payments via the phone. Conduent will pay for and provide a PO Box (lockbox) for receipt of mail in payments and correspondence and will process at least 90% of the mail in payments received by the next business day and the remaining within two business days to allow for research of certain citations. Correspondence received will be scanned after receipt into the system by close of business of the next business day allowing for viewing or additional action in accordance with the Business Rules. Conduent will provide a Public Portal web address for citizens to view images and video of their violations and to make payments via the web.

Deposits of Funds Received. Contractor shall collect all violation and penalty payments and make daily deposits of monies collected via wire transfer into the bank account designated by the Village. All monies collected (with the exception of the credit card convenience fee) must be remitted to the Village.

Provisions shall be made for payments to be received by Pay-by-Web and Pay-by-Phone. All payments from violators sent by U.S. mail must be mailed to the lockbox or paid via one of the alternate options. Acceptable payments shall include money orders, checks, credit cards, and debit cards. Conduent shall be responsible to pay all credit card service fees from the applicable credit servicer. All Payments will be electronically transferred to the Villages' designated bank account.

Contractor will invoice the Village monthly and provide backup reports reconciling the deposits.

Data Retention. Conduent will store all information in accordance with the Business Rules and in compliance with the Illinois Freedom of Information Act, 5 ILCS 140/1 et.seq. and the Illinois Local Records Act 50 ILCS 205/1 et.seq. Conduent will provide to the Client functionality to run reports via Citeweb™ including but not limited to the number of captured violations, the number of violations sent for approval by the PD, the number of notices of violation issued, the number of notices of violation paid, the aggregate amount paid regarding said notices of violation as well as method of payment, the number of contested notices of violation, the amount of scheduled and unscheduled downtime of the System, and such other data as may be reasonably requested by the Village. Within two (2) business days from the date of request by the Client, Conduent will provide video requested by the Client as part of a criminal investigation.

Client Responsibilities

Program Manager. The Client will appoint a Program manager who will be the main point of contact for interfacing on the program with Conduent.

Permit Assistance. While plan drawings and filing for any permits required is the responsibility of Conduent; the Client will assist Conduent in obtaining permits in a timely manner for construction activities to commence.

Approval of Violations. The Client will provide a sufficient number of statutorily authorized Client employees necessary to approve violations in a timely manner as to avoid potential expirations of citations. It is the sole responsibility of the authorized employees for actual citation approval/rejections. Each authorized employee assigned will be trained by Conduent on how to properly use the Citeweb™ system, will demonstrate sufficient ability to use Citeweb™ and will have provided the required information to obtain their unique user identification.

ORI for NLETS. The Client will provide Conduent with the Client ORI for use in obtaining registered owner information with regards to NLETS and work with Conduent to execute any other associated access forms including but not limited to the Illinois Secretary of State access forms.

Force Majeure. Pursuant to the main contract document, in the event there is any delay in performance, damage or other events related to one or more Force Majeure event(s), Conduent and/or Client will be allowed additional time to rectify any issues incurred.

Appendix #3

SCOPE OF WORK Managed Receivables Program for Collections

Conduent shall perform the following services for the VILLAGE OF STICKNEY:

1.0 DEFINITIONS

- (a) "Account" means the association or arrangement by Conduent, through the use of a computerized data management system, of one or more relationships between Debt Records and a Debtor.
- (b) "Backlog Debt" means any account that was previously in delinquent collections that is migrated to Conduent for delinquent collections to be performed.
- (c) "Collection Activity" shall include any action taken to collect or assist to collect on delinquent violations including collection notices, outbound calling, skip tracing, inbound call services, E-noticing, text messaging and public debt reporting as authorized by law and client approval.
- (d) "Debt" or a "Debt Record" means a specific, gross amount of money owed to the VILLAGE by a Debtor under the Agreement.
- (e) "Debt Collection" means the activities performed on Accounts created and maintained by Conduent or its subcontract(s), which may include but not limited to sending notices, calling, e-mailing, mailing, customer service, skip tracing, information verification and research, and cashiering (through in-person, telephone, and on-line means).
- (f) "Debt File" means a file containing data from the Source System related to Debt Records assigned for Debt Collection.
- (g) "Debt Type" means a categorization of Debt Records generally aligned with the Source System in which the records of amount due for services, fees, fines, taxes, or other debt-related information as established by VILLAGE are created, managed, and/or stored.
- (h) "Debtor" means an individual or entity responsible for payment of debt.
- (i) "FDCPA" means Federal Fair Debt Collection Practices Act.
- (j) "FTC" means the Federal Trade Commission.
- (k) "Gross Collection" means the total, unmitigated amount of payments made by Debtors on Referred Debt.
- (l) "Initial Referral Period" means the period of time from contract execution, during which initial Debt Files as designated by VILLAGE will be Referred.
- (m) "Payment Plan" means an agreement between VILLAGE and/or Conduent, as designated, and the Debtor that allows for the creation of a schedule for incremental payments to be made by the Debtor on Referred and un-Referred debt during a defined time period.
- (n) "Payment Plan Status" means an indication in the Source System that the Debt Record belongs to a Payment Plan.
- (o) "Refer" means the act of assigning Debt Files to Conduent and/or its collection subcontractors
- (p) "Referral" means the Debt in the Debt Files that have been assigned to Conduent, and/or its collection subcontractors, for Debt Collection.
- (q) "Source System" means one of Conduent's violation issuance applications/programs from which Debt and Debtor data are extracted for the purpose of creating Debt Files.
- (r) "SOW" and "Scope of Work" mean this Appendix #3.

2.0 REFERRAL OF DEBT

- 2.1. Referral of Debt Files as contemplated in this Appendix #3 shall commence when Conduent notifies VILLAGE of its ability to receive Debt Files on or subsequent to the contract execution date.
- 2.2. Referrals during the Initial Referral Period will include Backlog Debt as deemed appropriate by VILLAGE and Conduent.
- 2.3. Referrals subsequent to the Initial Referral Period shall contain Debt not previously Referred to Conduent under this agreement and may contain updates to Debt Records previously Referred to Conduent under this Amendment. Such updated information may include payment activity, debt amount, Debtor name and/or address, etc.

3.0 DEBT COLLECTION ACTIVITY

3.1 RECORD OF DEBT COLLECTION ACTIVITY

Conduent and/or its collection subcontractors must document and maintain records of Debt Collection activity that occurs on an Account, which shall include:

3.1.1 Phone notes taken during calls to the Debtor including the date and time a call is made or a message is left. In the event that a call is recorded by Conduent or its collection subcontractors, all best efforts should be used to preserve said recording which is stored on the Interactive Voice Response system.

3.1.2 Records of all collection notices sent from Conduent and/or its collection subcontractors, to the Debtor. If a collection notice is sent via certified or registered mail, the receipt card must be included in the account file.

3.1.3 All of the original correspondence received from the Debtor.

3.1.4 Notes that indicate the date a payment is received and the amount of the payment.

3.1.5 All complaints received on the Account and the resolution of the complaint. At a minimum, complaint records shall describe specified time frames, provide relevant support documentation, and indicate the associated notification requirements per type of complaint, if any. The record must include the date the complaint was received, nature of the complaint, whether it was verbal or written, and the resolution.

3.2 PAYMENT PLANS

Payment Plans approved by VILLAGE shall be made available to a Debtor by Conduent, and/or its collection subcontractors, when the Debtor and/or Debt Records meet certain criteria. Conduent, and/or its collection subcontractors, shall follow the VILLAGE's established procedures for initiating, monitoring, and termination of payment plans as determined by the VILLAGE'S policies/procedures that may be in effect from time to time.

3.3 DEBTOR COMMUNICATION METHODS

The following methods of communication must be made available to Debtors.

Toll-Free Telephone Number: Conduent, and/or its collection subcontractors, shall maintain a nationwide, toll-free telephone number for the duration of this agreement to enable Debtors a method of contact. The toll free number must be provided on all correspondence directed to Debtors. The telephone number must be answered by Conduent, and/or its collection subcontractors, Mondays through Fridays during the hours of 8:00 a.m. through 5:00 p.m., Central Time. Any changes to these hours must be approved in writing by the VILLAGE.

3.4 WRITTEN COLLECTION NOTICE TEXT AND FORMAT

As one of the collection methods utilized by Conduent, and/or its collection subcontractors, a variety of collection notices must be sent to Debtors. The VILLAGE may provide Conduent with sample collection notices and Conduent, and/or its collection

subcontractors, must include additional language on the collection notices that direct the Debtor to make checks, money orders or other approved payment instruments payable to the VILLAGE.

All written forms/templates of notifications issued to Debtors must be reviewed and pre-approved (which pre-approval will not be unreasonably withheld) by the VILLAGE. Only approved forms/templates will be sent to the Debtors. Upon approval by the VILLAGE, all letters will be issued in English, or other specified languages as agreed upon by both parties.

Conduent shall not implement changes to the collection text or format provided by the VILLAGE without prior written approval. Collection notices must include Conduent's or its collection subcontractor's, mailing address as well as the Debtor communication method information as determined by the VILLAGE policies/procedures that may be in effect from time to time.

3.5 COLLECTION CALL PROCEDURES AND SCRIPTS

3.5.1 As one of the collection methods utilized by Conduent, and/or its collection subcontractors, Conduent or its subcontractors shall make regular telephone calls to Debtors. Conduent shall provide the VILLAGE with sample script(s) to be used during collection phone calls, and the scripts must be reviewed and approved (which approval will not be unreasonably withheld) by the VILLAGE before being implemented.

3.5.2 Conduent, and/or its collection subcontractors, shall not implement changes to the scripts without prior written approval.

3.5.3 Conduent, and/or its collection subcontractors, must include additional language on the telephone script that directs the Debtor to make checks, money orders or other approved payment instruments payable to the "VILLAGE OF STICKNEY" and to identify the Debtor's ability to pay by credit / debit card via the internet or by phone.

3.6 DEBTOR BANKRUPTCY

3.6.1 Upon notice of Debtor bankruptcy, Conduent, and/or its collection subcontractors, shall suspend collection activities on the relevant Debt Records and Conduent, and/or its collection subcontractors, shall code such Debt Records in the Source System with the appropriate bankruptcy status codes.

3.6.2 Conduent shall update the Source System status codes when a dismissal, discharge, terminated bankruptcy, or other bankruptcy status change occurs as may be applicable. Conduent will comply with all requirements applicable to Conduent and the VILLAGE under bankruptcy law.

3.7 VILLAGE OF STICKNEY ENFORCEMENT MEASURES

The VILLAGE may use various enforcement measures against certain Debtors, such as vehicle immobilization, license suspension, temporarily disallowing the issuance of a new or renewed business license, or other similar activity until payment has been made on some or all Referred debt. These enforcement measures may be utilized as determined and authorized by the VILLAGE both pre- and post-Referral to Conduent, and/or its collection subcontractors.

3.8 SETTLEMENT CAMPAIGNS

3.8.1 Under certain circumstances, Conduent may request that the VILLAGE approve a process for selecting specific accounts to be included in a settlement campaign.

3.8.2 Settlement criteria will be provided to Conduent, and/or its collection subcontractors, by the VILLAGE prior to implementation. In such cases, Conduent may suggest alterations to the collection letters and telephone scripts to be used during the campaign. If so, all changes to the text or scripts must be approved in advance and in writing by the VILLAGE prior to implementation.

3.8.3 The collection fee paid to Conduent during a settlement campaign shall be negotiated on a case by case basis between the parties if a fee lower than the contracted fee is desired for a particular campaign.

5.0 DEBT COLLECTION ACTIVITY REPORTING

5.1 BASIC REPORTING.

5.1.1 Conduent, and/or its collection subcontractors, shall track, and provide to the VILLAGE upon request in a summary report format, the following information about each Account (inclusive of all Debt Types) with Debt Records (data in each report shall be accurate for the previous month):

- Number of Accounts with Payments
- Dollars Collected
- Monthly Fees Due Conduent

5.1.2 Conduent, and/or its collection subcontractors, shall track, at the VILLAGE's request in a summary report format, the following information about each Account by the 15th of month immediately following the end of a quarter (data in each report shall be accurate for the previous 3 months):

- Ending Inventory of Accounts
- Number of Accounts with Payments
- Dollars Collected
- Beginning Inventory of Accounts
- Beginning Inventory Balance

5.2 ADVANCED REPORTING

Conduent, shall provide advanced (i.e., analytical) reports in the format, frequency, and delivery method agreed upon by Conduent and the VILLAGE and shall include the following:

- Collection rates/activity by age and type of debt
- Daily collections total for each day of the month
- Monthly NSF (insufficient funds)/Chargeback Report
- NIXIE (undeliverable mail) Report

6.0 ACCOUNT REVIEW

Conduent will participate in periodic conference calls and status meetings to review performance under this Amendment, set future goals, and revise procedures to meet the changing needs of the VILLAGE. Such calls and meetings shall be scheduled by Conduent and must include appropriate VILLAGE representatives.

7.0 PERFORMANCE INDICATORS

7.1 Performance indicators may include the following:

- Collection Rate, as determined by the total dollars collected divided by the beginning inventory balance for the same time period less reductions, closures, suspensions and dismissals
- Accounts with payments, as determined by the number of Accounts with payments made divided by the ending inventory of Accounts.
- Collection Activity

8.0 QUALITY ASSURANCE

8.1 To provide Conduent oversight, periodic reviews may be conducted by VILLAGE. The reviews may include, but not be limited to, compliance with the terms of this agreement, federal laws and regulations, Municipal Code provisions and VILLAGE policies. VILLAGE, at its option, may issue reports, including any findings and corrective actions to be taken at the completion of each review.

APPENDIX # 4

Service Level Agreement

Contractor agrees to comply with the following response times and accuracy as part of the scope of work for the Contract:

1. Introduction/Assumptions

1.1 This Appendix sets forth the Service Levels (“**Service Levels**”) under this Contract.

1.2 The Parties acknowledge and agree that the primary purpose of the Service Levels and the Service Level Adjustments is to provide Contractor with an incentive to achieve or exceed the target for each Service Level.

1.3 Commencing on the applicable effective date for the Service Level(s) as defined in this Appendix, Contractor shall be required to meet or exceed the Service Levels. The effective date of any Service Level will be the first full month of performance of the Services being measured. For example, if a Conduent System is installed and accepted by the Village on April 10, the effective date of any Service Level measuring the performance of that Contractor System is May 1.

1.4 If at any time the Village determines Conduent has not met any Service Level due to mitigating circumstances, Conduent may request and the Village reserves the right to waive all or part of any assessment or impact attributable thereto.

2. Service Level Failures

A Service Level Failure will be deemed to occur whenever Contractor’s level of performance for a particular Service Level fails to meet the specified Service Level Requirement for that Service Level in a given full month, except to the extent excused under Section 5 of this Appendix, Excused Service Levels.

3. Service Level Adjustments

Should a Service Level Failure occur, the Village shall be entitled to receive a Service Level Adjustment from the Contractor. Service Level Adjustments may be received by the Village from the Contractor as a credit against amounts owed to the Contractor under this Contract. In the case where there will be no further payment, Contractor shall pay to the Village the amount of any Service Level Adjustments in accordance with the Contract. Except as otherwise explicitly stated elsewhere in the Contract, the Village and Contractor agree that such Service Level Adjustments received will constitute the Village’s sole and exclusive remedy with respect to the failure for which the Service Level Adjustments are payable.

4. Reporting

By the fifteenth (15) business day of the month following the effective date of a Service Level, Contractor shall submit to the Village a standard report, as defined by the Contractor and agreed upon by the Village, assessing Contractor’s performance during the previous calendar month indicating examples of failures, such as: processing accuracy, or system repair response time against the applicable Service Levels.

5. Excused Service Levels

Contractor will be relieved of responsibility for meeting any Service Levels and for any associated Service Level Adjustments to the extent that the failure of meeting a Service Level is caused by:

1. The actions or inaction of the Village, Village vendors, or other government bodies;
2. Village prioritization of available resources required by Contractor which only may be performed by the Village, provided that the Contractor informs the Village that such prioritization will affect a Service Level;
3. A Gubernatorial Disaster proclamation which covers and includes the corporate limits of the Village; or
4. Circumstances that constitute a force majeure event as defined in Article 12 of the Contract For Services.

6.0 Service Level Requirements

6.1 Service Level for Equipment Maintenance Response Time

1. **Service Level for Software Repairs:** Two (2) Business Days
2. **Service Level for Hardware Replacement:** Five (5) Business Days
3. **Service Level for Repairs of Knockdown or 3rd Party Damage:** Within five (5) days of 3rd Party Repairs
4. **Service Level Adjustment:** For each day exceeding the two (2) or five (5) business days, respectively, allotted for repair or replacement of inoperable equipment or software, the Contractor shall pay the Village liquidated damages per camera location at the daily rate of \$100 per day. These damages will accrue daily until the repair or replacement is completed and the equipment is functioning to the satisfaction of the Village. Any assessed liquidated damages will be deducted from the Contractor's invoice for the month or subsequent month the service in which the Service Level Adjustment shortfall occurred.
5. **Calculation:** For each repair or replacement not made in the allowable time frame listed in subparagraph 6.1(1)-(3) above.

6.2 Red Light System Uptime

1. Individual Red Light system uptime shall be 85%, based on 24 hours a day, 365 days per calendar year operation.
2. The effective date to measure service level will be the first full month following Client acceptance of Red Light system.
3. An individual Red Light system is a Contractor system installed and capturing potential red light violations. The system will be considered up if the system is identifying, documenting and storing potential red light violations or if the system is down but being repaired within agreed upon Service Level time limits.
4. Downtime and the Calculation of System Uptime does not include scheduled downtime for

system upgrade and/or maintenance (which included maintenance response time for section 6.1 above).

5. Calculations of System Uptime: (Potential hours in a month – Downtime hours in a month) / Potential hours in a month

Mathematical Example: $(720 \text{ hours in a month} - 25 \text{ hours downtime}) / 720 = 96.5\%$

6.3 Back Office System Uptime

1. The Back Office system (Citeweb) uptime shall be 97%, based on 24 hours a day, 365 days per calendar year operation.
2. The effective date to measure service level will be the first full month following Client acceptance of Back Office system.
3. Downtime and the Calculation of Back Office system uptime does not include scheduled downtime for system upgrade and/or maintenance.
4. The Client will be notified of any planned downtime and downtime must occur during non-business hours or as agreed upon by the Contractor and the Client.
5. The Contractor is required to report any unscheduled downtime to the Client, including the duration of the downtime, within one (1) business day following the occurrence.
6. Calculations of Back Office system uptime: (Potential hours in a month – Downtime hours in a month) / Potential hours in a month

Mathematical Example: $(720 \text{ hours in a month} - 20 \text{ hours downtime}) / 720 = 97.2\%$

6.4 Processing Accuracy

1. The Service Level for processing accuracy of Potential Violations shall be 95.0%.
2. *Potential Violations* means the number of red-light events processed by the Contractor and sent to the Village for Violation determination. Violations are sent to the Village based on the Business Rules requirements (BRQs). Through BRQs, the Village may request potential non-violations to be sent to the Village. These potential non-violations will not count against the Contractor for violation processing compliance.
3. *Potential Violations Rejected or Corrected by the Village* means potential violations that are passed to the Village from the Contractor that are rejected by the Village due to clear non-compliance with the BRQs, or that require the correction during the Villages' verification process. This does not include those violations escalated to the Village to make final determination of a violation.
4. **Calculation of Processing Accuracy:** (Potential Violations – Potential Violations Rejected or Corrected by the Village)/Potential Violations
Mathematical Example: $(10,000 - 500)/10,000 = 95.0\%$
5. **Service Level Agreement:** The monthly invoice for service period that is measured, will be discounted by the shortfall percentage up to 5% on a monthly basis. **Example:** If Processing Accuracy is 94.0%, then the monthly invoice for said period will be discounted by 1.0%.
Mathematical Example: Processing Accuracy Target – Processing Accuracy Achieved = Discount Percentage. (95.0% - 94.0%) = 1.0% discount

6.5 Liquidated Damages

1. Client may collect liquidated damages for Contractor not meeting defined Service Level Agreements.
2. Liquidated Damages will be calculated based on the difference between the expected Service Level and the actual Service Level * the monthly invoice. That difference will be applied to the monthly invoice.

**Mathematical Example of one (1) Red Light System not meeting expected uptime:
((Expected Uptime of 85% – Uptime Achieved of 80.0% = 5% * \$3,745)) = \$187.25**

6.6 If more than one liquidated damage category applies to an event and/or issue then only the highest Service Level shall apply for calculating the Liquidated Damages.

6.7 Under no circumstances will the Liquidated Damage(s) and/or Service Level calculation(s) as calculated for a specific month under this agreement result in Service Level Adjustment(s) and/or

EXHIBIT C
ADDITIONAL GENERAL TERMS

A. Contractor shall comply with all applicable laws, regulations and rules promulgated by any federal, state, local, or other governmental authority or regulatory body pertaining to all aspects of the Work, now in effect, or which may become in effect during the performance of the Work. The scope of the laws, regulations, and rules referred to in this paragraph includes, but is in no way limited to, the Illinois Human Rights Act, Illinois Equal Pay Act of 2003, Occupational Safety & Health Act along with the standards and regulations promulgated pursuant thereto (including but not limited to those safety requirements involving work on elevated platforms), all forms of traffic regulations, public utility, Interstate and Intrastate Commerce Commission regulations, Workers' Compensation Laws, Public Construction Bond Act, Prevailing Wage Laws, Public Works Preference Act, Employment of Illinois Workers on Public Works Act, USA Security Act, federal Social Security Act (and any of its titles), and any other law, rule or regulation of the Illinois Department of Labor, Department of Transportation, Illinois Environmental Protection Act, Illinois Department of Natural Resources, Illinois Department of Human Rights, Human Rights Commission, EEOC, and the Village of Stickney.

B. Except for Village records that Village has access to or is in possession thereof, then within five (5) business days after the Village's notice to the Contractor of the Village's receipt of a request made pursuant to the Illinois Freedom of Information Act [ILCS 140/1 et seq. – herein "FOIA"], the Contractor shall furnish all requested Village records in the Contractor's possession which are received or maintained on behalf of the village in performance of this Contract.. As If the information requested is not available in an existing record the Village and/or Contractor will not be required to create the record or a special report or computer query to create a document that is responsive to the FOIA request. Village will not request custom reports or the creation of a document under the scope of services to create a record/document that is responsive to a FOIA request. The Village and Contractor acknowledge that Contractor's internal documentation is not a public record.

C. **Sexual Harassment Policy:** The Contractor certifies that the firm has a written sexual harassment policy defining sexual harassment as required in Section 2-105 of the Ill. Human Rights Act. 775 ILCA 5/1-105 et. seq.

D. **Tax Payments:** The Contractor certifies that the Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as set forth in 65 ILCS 5/11-42.1-1.

E. The parties hereto agree that for purposes of any lawsuit(s) between them concerning this rider or contract, its enforcement, or the subject matter thereof, venue shall be in Circuit Court of Cook County, Cook County, State of Illinois.

F. Contractor shall require the following insurance provisions for Subcontract Work in addition to its own.

1. Insurance

Contractor shall procure and maintain, for the duration of the Contractor Work, against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance: Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability occurrence form CG 0001 with the VILLAGE OF

STICKNEY and Contractor named as additional insured on a primary and non-contributory basis. This primary, non- contributory additional insured coverage shall be confirmed through the following required policy endorsements: ISO Additional Insured Endorsement CG 20 10 or CG 20 26 and CG 20 01 04 13. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village named as additional insured, on a form at least as broad as the ISO Additional Insured Endorsement CG 2010 and CG 2026

- 1) Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."
- 2) Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

B. Minimum Limits of Insurance: Subcontractor shall maintain limits no less than:

- 1) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
- 2) Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- 3) Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

- 1) General Liability and Automobile Liability Coverages:

The Village, and its officials, agents, employees and volunteers are additional insureds and are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officials, agents, employees and volunteers.

- 2) The Contractor's insurance coverage shall be primary and non-contributory as respects the Village, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the Village, its officials, agents, employees and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- 3) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials, agents, employees and volunteers.
- 4) The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 5) If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Contractor shall be required to name the Village, its officials, employees, agents and volunteers as additional insureds
- 6) All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.

- 7) The Contractor shall agree to waive any limitation as to the amount of contribution recoverable against them by the Village. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as Kotecki v. Cyclops Welding

E. All Coverages:

- 1) No Waiver. Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of this Amendment by any act or omission, including, but not limited to:

- a. Allowing work by Contractor to start before receipt of Certificates of Insurance and Additional Insured Endorsements.

- b. Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.

- 2) . Contractor shall provide a minimum of thirty (30) days advance notice of policy cancellation to the Village.

F. Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

G. Verification of Coverage

Contractor shall furnish the Village with certificates of insurance naming the Village, its officials, agents, employees, and volunteers as additional insured's and with original endorsements, affecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Village before any work commences. Contractor will make policies available for review at an agreed upon time and place or via a video conference call with the Contractor's risk manager.

H. Workers' Compensation and Employers' Liability Coverage

The insurer shall agree to waive all rights of subrogation against the VILLAGE OF STICKNEY, its officials, employees, agents and volunteers for losses arising from work performed by Contractor for the municipality.

I. Failure to Comply

In the event the Subcontractor fails to obtain or maintain any insurance coverages required under this contract, The Village may prevent the Subcontractor from commencing work.

EXHIBIT D

CONTRACTOR'S DRUG-FREE WORKPLACE CERTIFICATION

The undersigned is an authorized representative of
Name of Company: CONDUENT STATE & LOCAL SOLUTIONS, INC., and certifies that they will comply with all requirements Pursuant to Chapter 30, Section 580/1 of the Illinois Compiled Statutes (30 ILCS 580/1) et. Seq. entitled "Drug Free Workplace Act"; the undersigned CONTRACTOR hereby certifies to the contracting agency that it will provide a drug-free workplace by:

1. Publishing a statement:
 - a. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the Except for Village records of CONTRACTOR'S workplace.
 - b. Specifying the actions that will be taken against employees for violations of such prohibition.
 - c. Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - d. Abide by the terms of the statement; and
 - e. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.
2. Establishing a drug free awareness program to inform employees about:
 - a. the dangers of drug abuse in the workplace;
 - b. the grantee's or CONTRACTOR'S policy of maintaining drug free workplace;
 - c. any available drug counseling, rehabilitation, and employee assistance program; and
 - d. The penalties that may be imposed upon employees for drug violations.
3. Making it a requirement to give a copy of the statement required by subsection (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
4. Notifying the contracting agency within 10 days after receiving notice under part (B) of paragraph (3) of subsection (a) from an employee or otherwise receiving actual notice of such conviction.
5. Imposing a sanction on or requiring the satisfactory participation in a drug assistance or rehabilitation program by any employee who is so convicted, as required by Section 5 (30 ILCS 580/5) of the Act.
6. Assisting employees in selecting a course of action in the event drug counseling treatment, and rehabilitation is required and indicating that a trained referral team in place.
7. Making a good faith effort to continue to maintain a drug free workplace through implementation of this Section.
8. Failure to abide by this certification shall subject the CONTRACTOR to the penalties provided in Section 6 (30 ILCS 580/6) of the Act.

EXHIBIT E

NATIONAL SECURITY/USA PATRIOT ACT

Pursuant to the requirements of the USA Patriot Act and applicable Presidential Executive Orders, CONTRACTOR represents and warrants to the VILLAGE OF STICKNEY that neither it nor any of its principals, vendors, contractors and employees , as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or knowingly, for or on behalf of a Specially Designated National and Blocked Person. CONTRACTOR further represents and warrants to the VILLAGE OF STICKNEY that CONTRACTOR and its principals, vendors, contractors, and employees, as applicable, are not, directly or knowingly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. CONTRACTOR hereby agrees to defend, indemnify and hold harmless the VILLAGE OF STICKNEY, its Corporate Authorities, and all VILLAGE OF STICKNEY elected or appointed officials, officers, employees, agents, representative, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) attributed to Conduent's breach of the foregoing representations and warranties.

CONTRACTOR further represents and warrants it is not acting, directly or knowingly, for or on behalf of any person, group, entity, or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and that CONTRACTOR is not engaged in this transaction directly or knowingly on behalf of or facilitating this transaction directly or knowingly on behalf of, any such person, group, entity, or nation. CONTRACTOR hereby agrees to defend, indemnify, and hold harmless the VILLAGE OF STICKNEY, its Corporate Authorities, and all VILLAGE OF STICKNEY elected or appointed officials, officers, employees, agents, representative, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) attributed to Conduent's breach of the foregoing representation and warranty.

<p>Accepted by: _____</p>
<p>Signature _____</p>
<p>Printed Name & Title</p>
<p>Subscribed and sworn to before me this _____ day of _____, 2021</p>
<p>Notary Public:</p>