

**A MOTION TO APPROVE THE APPOINTMENT OF PIERRE SMITH TO THE RANK OF DEPUTY POLICE CHIEF APPOINTED BY POLICE CHIEF THOMAS MILLS PURSUANT TO SECTION 6-1-7 OF THE VILLAGE CODE.**

*I hereby move to approve the appointment of Pierre Smith to the rank of Deputy Police Chief appointed by Police Chief Thomas Mills pursuant to Section 6-1-7 of the Village Code.*



## BROADVIEW POLICE DEPARTMENT

2350 S. 25th Avenue - Broadview, Illinois 60155

**Thomas Mills**  
Chief of Police

708-345-6550  
Fax 708-681-0248

### MEMORANDUM

To: Mayor Katrina Thompson  
From: Thomas Mills, Chief of Police  
Date: October 21, 2021  
Subject: Vacancy Promotion for Deputy Chief

On August 6, 2021, Deputy Chief Kevin Wagner retired from the Broadview Police Department, creating a vacancy for this position.

I am therefore requesting this vacancy be filled by Sergeant Pierre Smith, and brought before the Village Board on Monday, November 1, 2021 for approval.

If approved I would request the effective date be Tuesday, November 2, 2021 with an official swearing in at the November 15, 2021, Village Board Meeting.

Respectfully,

A handwritten signature in black ink, appearing to read "Thomas Mills", is written over the printed name.

Thomas Mills  
Chief of Police  
Broadview Police Department

Cc: Board of Trustees  
Kevin McGrier, Village Clerk  
LeTisa Jones, Village Administrator

**A MOTION TO AUTHORIZE THE BOARD OF FIRE AND POLICE COMMISSIONERS TO PROCEED WITH THE PROMOTION OF MICHAEL AKIM TO THE RANK OF LIEUTENANT FOR THE POLICE DEPARTMENT OF THE VILLAGE OF BROADVIEW, ILLINOIS TO FILL A LIEUTENANT VACANCY.**

*I hereby move to authorize the Board of Fire and Police Commissioners to proceed with the promotion of Michael Akim to the rank of Lieutenant for the Police Department of the Village of Broadview, Illinois due to a vacancy in this position.*



## BROADVIEW POLICE DEPARTMENT

2350 S. 25th Avenue - Broadview, Illinois 60155

**Thomas Mills**

Chief of Police

708-345-6550

Fax 708-681-0248

### MEMORANDUM

To: Mayor Katrina Thompson  
From: Thomas Mills, Chief of Police  
Date: October 21, 2021  
Subject: Vacancy Promotion

On October 5<sup>th</sup>, Lieutenant Thomas Kostka submitted his retirement letter after serving the Village for over 29 years, with an effective date of November 7, 2021. His resignation will create a vacancy for the rank of Lieutenant.

I am therefore requesting that this vacancy be filled by the next individual on the Lieutenant eligibility roster Sergeant Michael Akim, and brought before the Village Board on Monday November 1<sup>st</sup> for approval.

If approved I would request that that the effective date be Monday November 8<sup>th</sup>, with an official swearing in at the November 15<sup>th</sup> Village Board Meeting.

Respectfully,

A handwritten signature in black ink, appearing to read "Thomas Mills", is written over the printed name and title.

Thomas Mills  
Chief of Police  
Broadview Police Department

Cc: Board of Trustees  
Kevin McGrier, Village Clerk  
LeTisa Jones, Village Administrator

## **BROADVIEW SCHOOL CHOICE WEEK PROCLAMATION**

WHEREAS, all children in the Village of Broadview ("Broadview") should have access to the highest-quality education possible; and

WHEREAS, Broadview recognizes the important role that an effective education plays in preparing all students in Broadview to be successful adults; and

WHEREAS, quality education is critically important to the economic vitality of Broadview and its residents; and

WHEREAS, Broadview is home to a multitude of high quality public and nonpublic schools from which parents can choose for their children, in addition to families who educate their children in the home; and

WHEREAS, educational variety not only helps to diversify our economy, but it also enhances the vibrancy of our community; and

WHEREAS, Broadview has many high-quality teaching professionals in all types of school settings who are committed to educating our children; and

WHEREAS, School Choice Week is celebrated across the country by millions of students, parents, educators, schools and organizations to raise awareness of the need for effective educational options;

NOW, THEREFORE, I, Katrina Thompson, do hereby recognize January 23 – 29, 2022 as "Broadview School Choice Week", and I call this observance to the attention of all of our citizens.

---

Katrina Thompson, Village President  
Village of Broadview

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

**A RESOLUTION ENDORSING THE 2021 CLIMATE ACTION PLAN FOR THE CHICAGO REGION.**

\* \* \* \* \*

**WHEREAS**, the Village of Broadview, County of Cook, State of Illinois (the “Village”) is a duly organized and existing village created under the provisions of the laws of the State of Illinois and is now operating under the provisions of the Illinois Municipal Code, and all laws amendatory thereof and supplementary thereto, with full powers to enact ordinances and adopt resolutions for the benefit of the residents of the Village; and

**WHEREAS**, the Village President (the “President”) and the Village Board (the “Village Board” and with the President, the “Corporate Authorities”) are committed to ensuring the effective administration of government; and

**WHEREAS**, on July 13, 2021, the Metropolitan Mayors Caucus launched the 2021 Climate Action Plan for the Chicago Region in partnership with the National Oceanic and Atmospheric Administration (NOAA) and the Global Covenant of Mayors for Climate and Energy, and with support from the European Union, the Chicago Metropolitan Agency for Planning, and the Metropolitan Planning Council; and

**WHEREAS**, on August 9, 2021, the Intergovernmental Panel on Climate Change issued the Sixth Assessment Report authored by 234 scientists from 66 countries containing dire warnings about the state of the planet but showing that human actions have the potential to determine the future for climate; and

**WHEREAS**, more than 250 individuals from 175 stakeholder organizations, including 53 municipalities throughout Northeastern Illinois, invested two (2) years of work through in-person and virtual collaboration and developed a comprehensive,

municipally focused and regional impactful climate action plan that is anchored in equity with the well-being of people at its core; and

**WHEREAS**, the Climate Action Plan for the Chicago Region invites collaboration from all regional, state and federal agencies and the private sector; and

**WHEREAS**, the Climate Action Plan for the Chicago Region identifies the following science-based goals and objectives for the region and identifies strategies for municipalities to take measurable and meaningful action to both dramatically reduce greenhouse gas emissions and develop resiliency to climate-related hazards that threaten the community, economic health and the natural environment:

CLIMATE MITIGATION GOAL: Net zero greenhouse gas emissions

MITIGATION TARGETS:

By 2030 - Reduce GHG emissions 50% from 2005 levels

By 2040 - Reduce GHG emissions 65% from 2005 levels

By 2050 - Reduce GHG emissions at least 80% from 2005 levels

MITIGATION OBJECTIVES:

1. Demonstrate Leadership to Reduce Emissions.
2. Decarbonize Energy Sources.
3. Optimize Building Energy.
4. Implement Clean Energy Policies.
5. Decarbonize Transportation.
6. Reduce Vehicle Miles Traveled.
7. Manage Water and Waste Sustainably.
8. Sustain Ecosystems to Sequester Carbon.

CLIMATE ADAPTATION GOAL:

Persistent, equitable climate adaptation

ADAPTATION TARGETS

By 2030 - Climate-resilient governance

By 2040 - Resilience across jurisdictions

By 2050 - Cohesive, resilient communities

ADAPTATION OBJECTIVES

1. Engage and educate the community about climate resilience and adaptation.

2. Incorporate equity and inclusion into climate adaptation efforts.
3. Collaborate and build capacity for a more resilient community.
4. Enact plans and policies focused on adaptation and resilience.
5. Adapt operations and investments for future climate conditions; and

**WHEREAS**, municipal governments have unique strengths in developing community resiliency and in taking long-term action to mitigate climate change that are amplified through regional collaboration; and

**WHEREAS**, the Corporate hereby find that it is in the best interest of the Village and its residents to endorse the 2021 Climate Action Plan for the Chicago Region;

**NOW, THEREFORE, BE IT RESOLVED** by the President and the Village Board of the Village of Broadview, County of Cook, State of Illinois, as follows:

**ARTICLE I.  
IN GENERAL**

**Section 01. Incorporation Clause.**

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

**Section 02. Purpose.**

The purpose of this Resolution is to endorse the 2021 Climate Action Plan for the Chicago Region.

**Section 03. Invocation of Authority.**

This Resolution is enacted pursuant to the authority granted to the Village by the Constitution of the State of Illinois and the Illinois Compiled Statutes.

**Section 04. State Law Adopted.**



All applicable provisions of the Illinois Compiled Statutes, including the Illinois Municipal Code, as may be amended from time to time, relating to the purposes of this Resolution are hereby incorporated herein by reference.

**Sections 05-09. Reserved.**

**ARTICLE II.  
AUTHORIZATION**

**Section 10. Authorization.**

The Village Board hereby authorizes and directs the President or her designee to execute any documents in furtherance of the endorsement of the 2021 Climate Action Plan for the Chicago Region, and to ratify any and all previous action taken to effectuate the intent of this Resolution. The Village Clerk is hereby authorized and directed to attest to and countersign any documentation as may be necessary to carry out and effectuate the purpose of this Resolution. The Village Clerk is also authorized and directed to affix the Seal of the Village to such documentation as is deemed necessary.

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

**Section 11. 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 12. 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 13. 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 14. Effective Date.**

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

(REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK)

**ADOPTED** by the Village Board of the Village of Broadview, Cook County,  
Illinois on this \_\_\_ day of \_\_\_\_\_ 2021, pursuant to a roll call vote, as follows:

	<b>YES</b>	<b>NO</b>	<b>ABSENT</b>	<b>PRESENT</b>
Miller				
Senior				
VACANT				
Armour				
Abraham				
Chao-Malave				
(Mayor Thompson)				
<b>TOTAL</b>				

**SO PASSED, ADOPTED, APPROVED AND ENACTED IN AND AT THE  
VILLAGE OF BROADVIEW, COUNTY OF COOK, STATE OF ILLINOIS, THIS  
\_\_\_\_ DAY OF \_\_\_\_\_ 2021.**

**APPROVED,**

\_\_\_\_\_  
**VILLAGE PRESIDENT**

**ATTEST:** \_\_\_\_\_

**Village Clerk**

**Recorded in the Municipal Records:  
Published in Pamphlet Form:**

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

**A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT TO ENTER INTO A CERTAIN AGREEMENT WITH ILLINOIS BELL TELEPHONE COMPANY D/B/A AS AT&T ILLINOIS FOR CERTAIN CENTREX SERVICES FOR THE VILLAGE OF BROADVIEW, COUNTY OF COOK, STATE OF ILLINOIS.**

\* \* \* \* \*

**WHEREAS**, the Village of Broadview, County of Cook, State of Illinois (the “Village”) is a duly organized and existing village created under the provisions of the laws of the State of Illinois and is now operating under the provisions of the Illinois Municipal Code, and all laws amendatory thereof and supplementary thereto, with full powers to enact ordinances and adopt resolutions for the benefit of the residents of the Village; and

**WHEREAS**, the Village President (the “President”) and the Village Board (the “Village Board” and with the President, the “Corporate Authorities”) are committed to ensuring the effective administration of government; and

**WHEREAS**, Article VII, Section 10(a) of the Illinois Constitution authorizes units of local government to contract or otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or by ordinance; and

**WHEREAS**, the Village previously entered into a contract with Illinois Bell Telephone Company d/b/a as AT&T Illinois (“AT&T) for certain Centrex Services (the “Services”) for the Village existing ten (10) digit emergency lines at the fire and police departments, the ten (10) digit nonemergency lines at the fire and police departments, and the fax lines at the Village offices and the fire and police departments; and

**WHEREAS**, a Centrex system allows incoming calls to be dialed direct without the assistance of an operator; and

**WHEREAS**, AT&T has presented the Village with a certain renewal agreement (the “Agreement”) to continue to provide the Village with the Services, a copy of which is attached hereto and incorporated herein as Exhibit A; and

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

**NOW, THEREFORE, BE IT RESOLVED** by the President and the Village Board of the Village of Broadview, County of Cook, State of Illinois, as follows:

**ARTICLE I.  
IN GENERAL**

**Section 01. Incorporation Clause.**

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

**Section 02. Purpose.**

The purpose of this Resolution is to authorize the President or her designee to enter into and approve the Agreement whereby AT&T will provide the Services to the Village in accordance with the terms of the Agreement.

**Section 03. Invocation of Authority.**

This Resolution is enacted pursuant to the authority granted to the Village by the Constitution of the State of Illinois and the Illinois Compiled Statutes.

**Section 04. State Law Adopted.**

All applicable provisions of the Illinois Compiled Statutes, including the Illinois Municipal Code, as may be amended from time to time, relating to the purposes of this Resolution are hereby incorporated herein by reference.

**Sections 05-09. Reserved.**

## **ARTICLE II. AUTHORIZATION**

### **Section 10. Authorization.**

The Village Board hereby authorizes and directs the President or her designee to enter into and approve the Agreement in accordance with its terms, or any modification thereof, and to ratify any and all previous action taken to effectuate the intent of this Resolution. The Village Board authorizes and directs the President or her designee to execute the applicable Agreement. No insertions, omissions or changes may be made to the documents approved herein without further authorization by the Corporate Authorities. The Village Board further authorizes the President or her designee to execute any and all additional documentation that may be necessary to carry out the intent of this Resolution. The Village Clerk is hereby authorized and directed to attest to and countersign any documentation as may be necessary to carry out and effectuate the purpose of this Resolution. The Village Clerk is also authorized and directed to affix the Seal of the Village to such documentation as is deemed necessary. To the extent that any requirement of bidding would be applicable to the transaction described herein, the same is hereby waived.

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

**Section 11. 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 12. 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 13. 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 14. Effective Date.**

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

(REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK)

**ADOPTED** by the Village Board of the Village of Broadview, Cook County,  
Illinois on this \_\_\_ day of \_\_\_\_\_ 2021, pursuant to a roll call vote, as follows:

	<b>YES</b>	<b>NO</b>	<b>ABSENT</b>	<b>PRESENT</b>
Miller				
Senior				
VACANT				
Armour				
Abraham				
Chao-Malave				
(Mayor Thompson)				
<b>TOTAL</b>				

**SO PASSED, ADOPTED, APPROVED AND ENACTED IN AND AT THE  
VILLAGE OF BROADVIEW, COUNTY OF COOK, STATE OF ILLINOIS, THIS  
\_\_\_\_\_ DAY OF \_\_\_\_\_ 2021.**

**APPROVED,**

\_\_\_\_\_  
**VILLAGE PRESIDENT**

**ATTEST:** \_\_\_\_\_

**Village Clerk**

**Recorded in the Municipal Records:  
Published in Pamphlet Form:**



**EXHIBIT A**



**AT&T ILEC CENTREX SERVICE**  
**Confirmation of Service Order**  
**Pursuant to Standard Service Publication Rates and Terms**

<b>Customer</b>	<b>AT&amp;T</b>
VILLAGE OF BROADVIEW 2350 S 25TH AV BROADVIEW, IL	AT&T ILEC Service-Providing Affiliate
<b>Customer Contact (for notices)</b>	<b>AT&amp;T Sales Contact Information and for Contract Notices</b> <input checked="" type="checkbox"/> <b>Primary Contact AT&amp;T</b>
Name: Paul Kurtzner Title: IT Manager Street Address: 2350 S 25 <sup>th</sup> Ave City: Broadview State/Province: IL Zip Code: 60155 Country: USA Telephone: 708 345-6550 Fax: Email: pkurtzner@broadview-il.gov Customer Account Number or Master Account Number: 708 343-2134 600	Name: JOAN LECHOCKI Street Address: 1000 COMMERCE DR City: OAK BROOK State/Province: IL Zip Code: 60523      Country: USA Telephone: 7082407507      Fax: 7703463295 Email: jt2125@att.com Sales/Branch Manager: Ryan Addison SCVP Name: Sales Strata: LED      Sales Region: East <u>With a copy to:</u> AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: <a href="mailto:mast@att.com">mast@att.com</a>
<b>AT&amp;T Solution Provider or Representative Information (if applicable)</b> <input type="checkbox"/>	
Name:      Company Name: Agent Street Address:      City:      State:      Zip Code: Telephone:      Fax:      Email:      Agent Code	

Customer agrees to purchase Service according to the prices, terms and conditions set forth in this Service Agreement, as well as the AT&T Business Service Agreement ("BSA") [http://www.corp.att.com/agreement/docs/serviceagreement\\_2009.pdf](http://www.corp.att.com/agreement/docs/serviceagreement_2009.pdf), which is incorporated herein by this reference.

The order of priority of the documents is: the applicable Service Publication(s), this Service Agreement, and then the BSA.

<b>Customer (by its authorized representative)</b>	<b>AT&amp;T (by its authorized representative)</b>
By:	By:
Printed or Typed Name:	Printed or Typed Name:
Title:	Title:
Date:	Date:

**AT&T ILEC CENTREX SERVICE**  
**Confirmation of Service Order**  
**Pursuant to Standard Service Publication Rates and Terms**

**1. SERVICE, SERVICE PUBLICATION and SERVICE PROVIDER(S)**

<b>Service</b>	Centrex Service
<b>Service Provider</b>	Illinois Bell Telephone Company d/b/a AT&T Illinois
<b>Service Publications</b>	AT&T Illinois Guidebook, Part 5, Section 1: <a href="http://www.att.com/gen/public-affairs?pid=9700">http://www.att.com/gen/public-affairs?pid=9700</a>

**2. SERVICE TERM, EFFECTIVE DATES AND LINE COMMITMENT**

<b>Minimum Payment Period (Service Term)</b>	the minimum period for which Customer is required to pay recurring charges for the applicable Service component and is subject to early termination liability
<b>Start Date of Minimum Payment Period</b>	Effective Date of this Confirmation of Service Order
<b>Effective Date of Rates</b>	Start Date of the Minimum Payment Period
<b>Rate Stabilization per Service Component</b>	Rates as specified for each Service Component are stabilized until the end of its Minimum Payment Period.
<b>Rates Following end of Minimum Payment Period</b>	applicable Service Publication rates then in effect
<b>Line Commitment* and Line Commitment Start Date</b>	following Start Date of Minimum Payment Period
*Does not apply for 12 and 24 month Service Term	

**3. MINIMUM PAYMENT PERIOD**

<b>Service Components</b>	<b>Percentage of Monthly Recurring Rate Applied for Calculation of Early Termination Charges*</b>	<b>Minimum Payment Period</b>
All Service components	25%	12 months
*The early termination charge will be equal to the stated percentage of the Monthly Recurring Rates for the terminated Service multiplied by the number of months remaining in the Minimum Payment Period at the date of termination.		
**Monthly Recurring Rate" is the sum of network access monthly price and contracted monthly Centrex Line charge.		

**4. UNDER UTILIZATION CHARGE**

<b>Under Utilization Charge</b>	If the number of lines billed in a month is fewer than the Line Commitment, Customer shall pay: Under Utilization Charge = contracted monthly Centrex Line price x (Line Commitment quantity – actual lines billed).
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**5. LOCATION OF SERVICE**

Service Location (if different than Customer address): 2350 S 25TH AV BROADVIEW IL

**6. RATES**

<b>Rates:</b>	Applicable Service Publication rates on Effective Date for selected Term
<b>Rate Stabilization:</b>	The Monthly Recurring Rate, and the Optional System Feature/Optional Line Feature rates as shown for 36 and 60 month Term Payment Plans in the Service Publication, may vary during the Service Agreement Term, but will not exceed applicable rates on the Effective Date.

<i><b>For internal use only</b></i>	
Billing Telephone Number for Existing service, if applicable:	708 343-2134 600
Program Code:	
Order Type	<input type="checkbox"/> New Install <input type="checkbox"/> Conversion from Month-to-Month <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Recast

**End of Document**

# AT&T CENTREX SERVICE

Quick Quote  
ILLINOIS

VILLAGE OF BROADVIEW  
2350 S 25TH AV  
BROADVIEW, IL -  
601 55

Date: 10/08/21  
Contract Period: 12  
Total # Lines: 21

Salesperson: JOAN LECHOCKI  
Phone: 708-240-7507

## STALLATION CHARGES

USOC	LINE ITEM	QTY	EACH	TOTAL
<b>TOTAL INSTALLATION CHARGES:</b>				<b>\$0.00</b>

## NTHLY CHARGES

USOC	LINE ITEM	QTY	EACH	TOTAL
1. NUM	STANDARD FEATURE CENTREX STATION - 2+ COMMIT	21	\$14.00	\$294.00
2. CYA1X	SYSTEM CHARGE - 2-50 LINE	1	\$5.00	\$5.00
3. SXP++	NETWORK ACCESS / STF - ACCAREA B	21	\$8.78	\$184.38
4. NG3	TELEPHONE NUMBERS -BLOCK, PER GP OF 10 #'S	3	\$1.00	\$3.00
5. 9ZR	FEDERAL ACCESS CHARGE / ACCESS RECOVERY CHG	3	\$8.10	\$24.30
6. AHL	ITAC SUPPLEMENTAL CHARGE	5	\$0.02	\$0.10
7. 9PZLX	FEDERAL UNIVERSAL SERVICE FEE	21	\$0.39	\$8.19
<b>TOTAL MONTHLY CHARGES:</b>				<b>\$518.97</b>

TE: APPLICABLE TAXES, TECHNICIAN PREMISES VISIT CHARGE (\$85.00), AND LABOR AND MAINTENANCE  
ARGES (APPX. \$100.00 PER HOUR/NON-PREMIUM TIME) NOT INCLUDED IN QUOTE.

IS QUOTE DOES NOT CONSTITUTE A BINDING CONTRACT AND IS VALID FOR 30 DAYS FROM DATE OF QUOTE.

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

**A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT TO ENTER INTO A CERTAIN AGREEMENT WITH CARRANO & CORPORATION D/B/A C & C PEST CONTROL FOR CERTAIN PEST CONTROL SERVICES FOR THE VILLAGE OF BROADVIEW, COUNTY OF COOK, STATE OF ILLINOIS.**

\* \* \* \* \*

**WHEREAS**, the Village of Broadview, County of Cook, State of Illinois (the “Village”) is a duly organized and existing village created under the provisions of the laws of the State of Illinois and is now operating under the provisions of the Illinois Municipal Code, and all laws amendatory thereof and supplementary thereto, with full powers to enact ordinances and adopt resolutions for the benefit of the residents of the Village; and

**WHEREAS**, the Village President (the “President”) and the Village Board (the “Village Board” and with the President, the “Corporate Authorities”) are committed to ensuring the effective administration of government; and

**WHEREAS**, Article VII, Section 10(a) of the Illinois Constitution authorizes units of local government to contract or otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or by ordinance; and

**WHEREAS**, the Village’s fire department is in need of certain pest control services (the “Services”); and

**WHEREAS**, Carrano & Corporation d/b/a C & C Pest Control (“C & C Pest Control”) has presented the Village with a certain agreement (the “Agreement”) to provide the Services to the Village, a copy of which is attached hereto and incorporated herein as Exhibit A; and

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

**NOW, THEREFORE, BE IT RESOLVED** by the President and the Village Board of the Village of Broadview, County of Cook, State of Illinois, as follows:

**ARTICLE I.  
IN GENERAL**

**Section 01. Incorporation Clause.**

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

**Section 02. Purpose.**

The purpose of this Resolution is to authorize the President or her designee to enter into and approve the Agreement whereby C & C Pest Control will provide the Services to the Village in accordance with the terms of the Agreement.

**Section 03. Invocation of Authority.**

This Resolution is enacted pursuant to the authority granted to the Village by the Constitution of the State of Illinois and the Illinois Compiled Statutes.

**Section 04. State Law Adopted.**

All applicable provisions of the Illinois Compiled Statutes, including the Illinois Municipal Code, as may be amended from time to time, relating to the purposes of this Resolution are hereby incorporated herein by reference.

**Sections 05-09. Reserved.**



## **ARTICLE II. AUTHORIZATION**

### **Section 10. Authorization.**

The Village Board hereby authorizes and directs the President or her designee to enter into and approve the Agreement in accordance with its terms, or any modification thereof, and to ratify any and all previous action taken to effectuate the intent of this Resolution. The Village Board authorizes and directs the President or her designee to execute the applicable Agreement. No insertions, omissions or changes may be made to the documents approved herein without further authorization by the Corporate Authorities. The Village Board further authorizes the President or her designee to execute any and all additional documentation that may be necessary to carry out the intent of this Resolution. The Village Clerk is hereby authorized and directed to attest to and countersign any documentation as may be necessary to carry out and effectuate the purpose of this Resolution. The Village Clerk is also authorized and directed to affix the Seal of the Village to such documentation as is deemed necessary. To the extent that any requirement of bidding would be applicable to the transaction described herein, the same is hereby waived.

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

### **Section 11. 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 12. 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 13. 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 14. Effective Date.**

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

(REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK)



**ADOPTED** by the Village Board of the Village of Broadview, Cook County,  
Illinois on this \_\_\_ day of \_\_\_\_\_ 2021, pursuant to a roll call vote, as follows:

	<b>YES</b>	<b>NO</b>	<b>ABSENT</b>	<b>PRESENT</b>
Miller				
Senior				
VACANT				
Armour				
Abraham				
Chao-Malave				
(Mayor Thompson)				
<b>TOTAL</b>				

**SO PASSED, ADOPTED, APPROVED AND ENACTED IN AND AT THE  
VILLAGE OF BROADVIEW, COUNTY OF COOK, STATE OF ILLINOIS, THIS  
\_\_\_\_\_ DAY OF \_\_\_\_\_ 2021.**

**APPROVED,**

\_\_\_\_\_  
**VILLAGE PRESIDENT**

**ATTEST:** \_\_\_\_\_

**Village Clerk**

**Recorded in the Municipal Records:  
Published in Pamphlet Form:**

**EXHIBIT A**

# Broadview Fire Department



*Fire Prevention Bureau & Business Phone*

**(708) 343-6124**

**2400 SOUTH 25th AVENUE**

**Chief Tracy Kenny**

**BROADVIEW, ILLINOIS**

**60155-3883**

September 14, 2021

Mayor Thompson,

Please see the attached contract for pest control. We had some issues last year and we want to get ahead of the problem before the winter months. The contract is for one year and can be cancelled within 30 days there after. I have this in my budget for this fiscal year.

Thank you,

A handwritten signature in black ink, appearing to be "Tracy Kenny", written over the printed name "Chief Tracy Kenny".

Chief Tracy Kenny



# CARRANO & CORPORATION

## DBA C&C PEST CONTROL

Since: 1976

708-562-3535 email: vcarrano@ccpest.net

MAIN OFFICE: 227 James St. unit: 2 Bensenville, IL 60106

PROTECTORS OF  
PROPERTY AND HEALTH

### PEST CONTROL SERVICE AGREEMENT

<b>CUSTOMER</b>	NAME Village of Broadview Fire Department	<b>SERVICE ADDRESS</b>	NAME SAME
	ADDRESS 2400 S 25th Ave		ADDRESS
	CITY / STATE / ZIP Broadview, IL 60155		CITY / STATE / ZIP
	PHONE 708-343-6124		2ND PHONE
	DATE OF AGREEMENT 9/7/21		P.O.#

<b>TERMS</b>	1. C & C PEST CONTROL AGREES TO PROVIDE PEST CONTROL SERVICES AT THE <b>SERVICE ADDRESS</b> INDICATED ABOVE ON A <u>Every 28 day</u> FREQUENCY BASIS TO CONTROL PEST(S) CHECKED BELOW.
	2. EXTRA SERVICE FOR AREAS RECEIVING REGULAR CONTROL SERVICE WILL BE PROVIDED AT: <input checked="" type="checkbox"/> AN ADDITIONAL COST THAT WILL BE DETERMINED AT THE TIME OF SUCH NEED. <input type="checkbox"/> TRADE OFF PROVISION e.g., DURING REGULAR SERVICE VISIT CUSTOMER CAN OPT TO HAVE OTHER AREAS SERVICED IN PLACE OF REGULARLY CONTRACTED WORK PENDING APPROVAL OF C & C OPERATIONS MANAGER.
	3. THE CUSTOMER AGREES TO MAKE LOCATION(S) OF SERVICE AVAILABLE WITHIN NORMAL WORKING HOURS (8:00 AM - 5:00 PM) MONDAY THROUGH FRIDAY UNLESS AUTHORIZED OTHERWISE, WHEREIN SERVICES MAY BE SUBJECT TO PREMIUM CHARGES.
	4. THIS AGREEMENT DOES NOT PROVIDE FOR THE REPAIR OF PRESENT OR FUTURE DAMAGES TO THE SERVICE ADDRESS, NOR DOES IT PROVIDE REIMBURSEMENT FOR REPAIR EXPENSES ALLEGEDLY ARISING FROM PEST INFESTATIONS.
	5. THIS AGREEMENT <b>DOES NOT INCLUDE</b> SERVICE FOR PESTS OTHER THAN THOSE NOTED AND ACCEPTED BELOW.
	6. COSTS FOR PESTICIDES USED AT SERVICE LOCATION(S) ARE INCLUDED IN THE QUOTED COST UNLESS OTHERWISE SPECIFICALLY MENTIONED IN ATTACHED "PRODUCT LIST". ALL PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE.
	7. ANY SERVICES REQUIRED <b>SEPARATE FROM THE TERMS</b> OF THIS AGREEMENT WILL CONSTITUTE SPECIAL WORK AND WILL BE AT AN <b>ADDITIONAL SERVICE COST</b> . PLUS MINIMUM TRIP CHARGE OF \$ <u>50.00</u> .
	8. AT THE REQUEST OF THE CUSTOMER APPROPRIATE M.S.D.S. AND LABELS WILL BE <u>REMITTED</u> WITHIN 30 DAYS OF THIS AGREEMENT TO THE ATTENTION OF THE DESIGNATED CUSTOMER CONTACT.
	9. THIS AGREEMENT WILL BE IN FORCE FOR AN INITIAL PERIOD OF <u>1 Year</u> AND WILL CONTINUE THEREAFTER ON A MONTH TO MONTH BASIS. SHOULD EITHER PARTY CHOOSE TO CANCEL AFTER THE INITIAL PERIOD A THIRTY (30) DAY WRITTEN CANCELLATION NOTICE MUST BE GIVEN.
	10. UPON COMPLETION OF THE INITIAL PERIOD OF <u>1 Year</u> C & C PEST CONTROL RESERVES THE RIGHT TO REVISE THE SERVICE PREMIUM NOTED BELOW.
	11. PAYMENTS TO BE MADE: <input type="checkbox"/> C.O.D. <input checked="" type="checkbox"/> 30 DAY NET <input type="checkbox"/> OTHER
"I AGREE TO THESE TERMS." INITIAL _____ DATE _____	

### PEST(S) TO BE CONTROLLED UNDER THIS AGREEMENT

<input checked="" type="checkbox"/> PAVEMENT ANTS (NOT BELOW GRADE)	<input checked="" type="checkbox"/> NORWAY RATS (Ratus norvegicus)	<input type="checkbox"/> AMERICAN COCKROACHES
<input checked="" type="checkbox"/> FIREBRATS	<input checked="" type="checkbox"/> COMMON HOUSE MOUSE (Mus musculus)	<input type="checkbox"/> ORIENTAL COCKROACHES
<input checked="" type="checkbox"/> SILVERFISH	<input type="checkbox"/> GERMAN COCKROACHES	<input type="checkbox"/>

UNLESS SPECIFICALLY NOTED ABOVE: STINGING INSECTS, WOOD DESTROYING INSECTS, FABRIC AND FOOD PESTS, URBAN WILDLIFE, TERMITES, AND FLYING INSECTS ARE NOT INCLUDED IN THIS AGREEMENT.

<b>FEE</b>	PER SERVICE FREQUENCY COST E28 Rodent - \$85.00	ANNUAL COST \$1,105.00
	Perimeter Treatment - \$70.00 (2x per year)	\$140.00

AUTHORIZED COMPANY SIGNATURE — TITLE Vince Carrano	DATE 9/7/21	CUSTOMER SIGNATURE	DATE
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**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT TO ENTER INTO A CERTAIN AGREEMENT WITH TARGET SOLUTIONS LEARNING, LLC D/B/A VECTOR SOLUTIONS FOR CERTAIN TRAINING AND RISK MANAGEMENT SOLUTIONS SOFTWARE AND SERVICES FOR THE VILLAGE OF BROADVIEW, COUNTY OF COOK, STATE OF ILLINOIS.**

\* \* \* \* \*

**WHEREAS**, the Village of Broadview, County of Cook, State of Illinois (the “Village”) is a duly organized and existing village created under the provisions of the laws of the State of Illinois and is now operating under the provisions of the Illinois Municipal Code, and all laws amendatory thereof and supplementary thereto, with full powers to enact ordinances and adopt resolutions for the benefit of the residents of the Village; and

**WHEREAS**, the Village President (the “President”) and the Village Board (the “Village Board” and with the President, the “Corporate Authorities”) are committed to ensuring the effective administration of government; and

**WHEREAS**, Article VII, Section 10(a) of the Illinois Constitution authorizes units of local government to contract or otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or by ordinance; and

**WHEREAS**, the Village’s fire department is in need of certain training and risk management solutions software and services (the “Services”); and

**WHEREAS**, Target Solutions Learning, LLC d/b/a Vector Solutions (“Vector Solutions”) has presented the Village with a certain agreement (the “Agreement”) to provide the Services to the Village, a copy of which is attached hereto and incorporated herein as Exhibit A; and

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

**NOW, THEREFORE, BE IT RESOLVED** by the President and the Village Board of the Village of Broadview, County of Cook, State of Illinois, as follows:

**ARTICLE I.  
IN GENERAL**

**Section 01. Incorporation Clause.**

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

**Section 02. Purpose.**

The purpose of this Resolution is to authorize the President or her designee to enter into and approve the Agreement whereby Vector Solutions will provide the Services to the Village in accordance with the terms of the Agreement.

**Section 03. Invocation of Authority.**

This Resolution is enacted pursuant to the authority granted to the Village by the Constitution of the State of Illinois and the Illinois Compiled Statutes.

**Section 04. State Law Adopted.**

All applicable provisions of the Illinois Compiled Statutes, including the Illinois Municipal Code, as may be amended from time to time, relating to the purposes of this Resolution are hereby incorporated herein by reference.

**Sections 05-09. Reserved.**

## **ARTICLE II. AUTHORIZATION**

### **Section 10. Authorization.**

The Village Board hereby authorizes and directs the President or her designee to enter into and approve the Agreement in accordance with its terms, or any modification thereof, and to ratify any and all previous action taken to effectuate the intent of this Resolution. The Village Board authorizes and directs the President or her designee to execute the applicable Agreement. No insertions, omissions or changes may be made to the documents approved herein without further authorization by the Corporate Authorities. The Village Board further authorizes the President or her designee to execute any and all additional documentation that may be necessary to carry out the intent of this Resolution. The Village Clerk is hereby authorized and directed to attest to and countersign any documentation as may be necessary to carry out and effectuate the purpose of this Resolution. The Village Clerk is also authorized and directed to affix the Seal of the Village to such documentation as is deemed necessary. To the extent that any requirement of bidding would be applicable to the transaction described herein, the same is hereby waived.

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

### **Section 11. 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 12. 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 13. 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 14. Effective Date.**

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

(REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK)



**ADOPTED** by the Village Board of the Village of Broadview, Cook County,  
Illinois on this \_\_\_ day of \_\_\_\_\_ 2021, pursuant to a roll call vote, as follows:

	<b>YES</b>	<b>NO</b>	<b>ABSENT</b>	<b>PRESENT</b>
Miller				
Senior				
VACANT				
Armour				
Abraham				
Chao-Malave				
(Mayor Thompson)				
<b>TOTAL</b>				

**SO PASSED, ADOPTED, APPROVED AND ENACTED IN AND AT THE  
VILLAGE OF BROADVIEW, COUNTY OF COOK, STATE OF ILLINOIS, THIS  
\_\_\_\_\_ DAY OF \_\_\_\_\_ 2021.**

**APPROVED,**

\_\_\_\_\_  
**VILLAGE PRESIDENT**

**ATTEST:** \_\_\_\_\_

**Village Clerk**

**Recorded in the Municipal Records:  
Published in Pamphlet Form:**

**EXHIBIT A**

## TargetSolutions Learning, LLC Agreement

### Schedule A

**Date:** Thursday, October 21, 2021

#### Client Information

<b>Client Name:</b> Broadview Fire Department (IL)	
<b>Address:</b> 2400 S 25th St Broadview, IL 60155	
<b>Primary Contact Name:</b> Tracy Kenny	<b>Primary Contact Phone:</b> (708) 343-6124

#### Agreement Term

<b>Effective Date:</b> 11/19/2021	<b>Initial Term:</b> 12 months
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#### Invoicing Contact Information (Please fill in missing information)

<b>Billing Contact Name:</b> Kris Murphy		
<b>Billing Address:</b> 2400 S 25th St Broadview, Illinois 60155		<b>Billing Phone:</b> (708) 343-6124  <b>Billing Email:</b> kmurphy@broadview-il.gov
<b>PO#:</b>	<b>Billing Frequency:</b> Annual	<b>Payment Terms:</b> Net 30

#### Annual Fee(s)

Product Code	Product	Description	Minimum Annual Commitment	Price	Sub Total
TSSCH	Vector Scheduling	Vector Scheduling for web and mobile	28	\$89.00	\$2,492.00
TSSCHMF	Vector Scheduling - Maintenance Fee	Annual maintenance of Vector Scheduling	1	\$149.00	\$149.00
<b>Annual Total:</b>					<b>\$2,641.00</b>

#### One-Time Fee(s)

Product Code	Product	Description	Qty	Price	Sub Total
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One-Time Total: \$0.00

**Grand Total (including Annual and One-Time): \$2,641.00**

Please note that this is not an invoice. An invoice will be sent within fourteen (14) business days.

## VECTOR SOLUTIONS PUBLIC SECTOR SOFTWARE AS A SERVICE CLIENT AGREEMENT

This Vector Solutions Software as a Service Client Agreement (the "**Agreement**"), effective as of the date in the attached Schedule A (the "**Effective Date**"), is by and between TargetSolutions Learning, LLC, d/b/a Vector Solutions, ("**Vector Solutions**") a Delaware limited liability company, and the undersigned client ("**Client**"), (each a "**Party**" or "**Parties**"), and governs the purchase and ongoing use of the Services described in this Agreement.

### 1. **SERVICES.** Vector Solutions shall provide the following services:

1.1. Access and Use. Subject to and conditioned on Client's payment of fees and Client's and its users' compliance with the terms and conditions of this Agreement, Vector Solutions hereby grants Client a non-exclusive, non-transferable (except in compliance with Section 9.1 Assignment), revocable authorization to remotely access and use the software as a service offering identified in Schedule A (the "**Services**") and, unless prohibited by law, will provide access to any persons designated by Client solely for use by Client's users, in accordance with the terms and conditions herein. For avoidance of doubt, access and use authorizations are issued on a "one user per one authorization basis" and once granted, such authorizations are not transferable to other users. The ability to use the Services may be affected by minimum system requirements or other factors, such as Client's Internet connection.

1.2. Availability. Vector Solutions shall use commercially reasonable efforts to provide access to and use of the Services by Client's Users twenty-four (24) hours a day, seven (7) days a week, subject to scheduled downtime for routine maintenance, emergency maintenance, system outages, and other outages beyond Vector Solutions' control.

1.3. Help Desk. Vector Solutions will assist Users as needed on issues relating to usage via e-mail and Help Desk five (5) days per week at scheduled hours.

1.4. Upgrades and Updates. Vector Solutions reserves the right, in its sole discretion, to make updates or upgrades to the Services that it deems necessary or useful to: (a) maintain or enhance: (i) the quality or delivery of the Vector Solutions' Services to its clients; (ii) the competitive strength of or market for Vector Solutions' services; or (iii) the Services' cost efficiency or performance; or (b) to comply with applicable Law. Without paying additional compensation, Client will receive access to any general upgrades and updates to the Services licensed from Vector Solutions, which upgrades and/or updates Vector Solutions makes generally available to its other clients. All updates and upgrades to the Services are subject to the terms and conditions of this Agreement.

#### 1.5 Service Specific Terms and Conditions.

##### 1.5.1 Incident Tracking Services and Incident Management System Services.

The following subsections (a) and (b) shall apply, if and only if, Client is purchasing Vector Solutions "Incident Tracking Service" or Vector Solutions "Incident Management System" Services, as described in Schedule A.

(a) Incident Tracking Service. Client acknowledges that all notifications it receives from Vector Solutions Incident Tracking Service or Incident Management System, may contain sensitive personal information and client shall ensure that such information is secured from transmissions and/or disclosure to unauthorized recipients. Client understands that Vector Solutions does not control or own the data contained in the notifications. Client agrees that it will be solely responsible for establishing a security system to prevent the transmission and/or disclosure of such information to unauthorized recipient(s). In the event such information is disclosed to an unauthorized recipient(s), Client bears the burden and expense of notifying any individual whose sensitive personal information may have been disclosed to the extent required by law. Client further agrees to handle the data in compliance with any applicable Federal, State, or local laws or regulations, and that it will monitor employees using the Incident Tracking Service or Incident Management System.

(b) Incident Management System. Client represents and warrants that it is not a health care provider, health plan, or health care clearinghouse (collectively, a "covered entity") as those terms are defined under the federal Health Information Portability and Accountability Act ("**HIPAA**"). Client further represents and warrants that it is not a business associate as that term is defined under HIPAA. Client further agrees to indemnify and hold Vector Solutions and its officers, members, agents and employees harmless from any and all claims and demands (including reasonable attorneys' fees associated with the same) made by Client and/or any third party due to or arising out of any claim that Vector Solutions is a covered entity or business associate, due to Client's use of the Incident Tracking Service or Incident Management System.

### 2. **CLIENT'S OBLIGATIONS, COMPLIANCE, AND USE RESTRICTIONS.**

2.1. Compliance. Client shall be responsible for all Users' compliance with this Agreement and use commercially reasonable efforts to prevent unauthorized access to or use of the Services. Client shall comply with all applicable laws, standards, and regulations and will not use the Services in a manner not specified or permitted by Vector Solutions.

#### 2.2. Identify Named Users.

2.2.1. A **"Named User"** is defined as Client's employees, consultants, contractors, and agents: (a) who are authorized by Client to access and use the Services during each contract year of the Agreement; and (b) for whom access to the Services is purchased hereunder.

2.2.2. For Clients accessing and using the Services, Client shall: (a) provide a listing of its designated/enrolled Named Users; (b) cause each of its Named Users to complete a unique profile if not created by Vector Solutions on their behalf; (c) timely maintain user database by adding a unique profile for each new Named User; and (d) when purchasing asset inventory management Services, identify stations, vehicles, drug safes, and other service specific details, as may be applicable.

2.2.3. Additional Named Users. Additional Named Users added after the Effective Date shall be billed at the full per Named User fee. Such additional Named Users shall become part of the Minimum Annual Commitment for subsequent years on the anniversary date of each contract year or upon renewals under the Agreement.

2.2.4 Client agrees to pay for the number of Users using or licensed to access the Services in a given contract year.

2.2.5 Subject to the Minimum Annual Commitment, if any, set forth in Schedule A, annual fees for Client's use of the Services will be based upon the actual number of Named Users (i.e., actual Users plus Named Users) in a given contract year. Named Users inactivated in a given contract year will not count towards the total number of Named Users in the year following such inactivation, unless reactivated.

2.3. Future Functionality. Client agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any comments regarding future functionality or features.

### 3. FEES AND PAYMENTS.

3.1. Fees. Client will pay for the Services in accordance with the fee schedule in Schedule A attached to this Agreement. Fees, both during the Initial Term, as well as any Renewal Terms, shall be increased by 3.0% per year. Changes in Named User counts will be reflected in the annual contract amount from that period forward for all Users.

3.2. Payments. All fees due under this Agreement must be paid in United States dollars or Canadian Dollars, as applicable to Client's location. Such charges will be made in advance, according to the frequency stated in Schedule A. Vector Solutions will invoice in advance, and such invoices are due and payable thirty (30) days after the invoice date ("Due Date"). All fees collected by Vector Solutions under this Agreement are fully earned when due and nonrefundable when paid. Any fees unpaid for more than ten (10) days past the Due Date shall bear interest at 1.5% per month

3.3. Suspension of Service for Overdue Payments. Vector Solutions shall have the right, in addition to all other rights and remedies to which Vector Solutions may be entitled, to suspend Client's Named Users access to the Services without notice until all overdue payments are paid in full. Suspension of Client's use of the Services or termination of the Agreement for Client's violation of the terms of this Agreement will not change the Client's obligation to pay any and all fees and expense reimbursements due for the applicable Term. In addition, Vector Solutions may suspend, terminate, or otherwise deny Client's or any Named User's access to or use of all or any part of the Services, without incurring any resulting obligation or liability, if: (a) Vector Solutions receives a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires Vector Solutions to do so; or (b) Vector Solutions believes, in its good faith and reasonable discretion, that: (i) Client or any Named User has failed to comply with any term of this Agreement, or accessed or used the Services beyond the scope of the rights granted or for a purpose not authorized under this Agreement; or (ii) Client's use of the Services represents a direct or indirect threat to its network function or integrity or to Vector Solutions' other customers' ability to access and use the Services; or (iii) Client or any Named User is, has been, or is likely to be involved in any fraudulent, misleading, or unlawful activities relating to or in connection with any of the Services; or (iv) this Agreement expires or is terminated. This Section 3.3 does not limit any of Vector Solutions' other rights or remedies, whether at law, in equity, or under this Agreement.

3.4. Taxes. All fees under this Agreement exclude all sales, use, value-added taxes, and other taxes and government charges, whether federal, state or foreign, and Client will be responsible for payment of all such taxes (other than taxes based on Vector Solutions' income), fees, duties, and charges, and any related penalties and interest, arising from the payment of any and all fees under this Agreement including the access to or performance of the Services hereunder. If Vector Solutions has a legal obligation to pay or collect taxes for which Client is responsible under the Agreement, then the appropriate amount will be invoiced to and paid by Client, unless Client claims tax exempt status for amounts due under this Agreement and provides Vector Solutions a valid tax exemption certificate (authorized by the applicable governmental authority) promptly upon execution of this Agreement. If any taxes shall be required by law to be deducted or withheld from any fee payable hereunder by Client to Vector Solutions, Client shall, after making the required deduction or withholding, increase such fee payable as may be necessary to ensure that Vector Solutions shall receive an amount equal to the fee it would have received had no such deduction or withholding been made.

### 4. INTELLECTUAL PROPERTY RIGHTS.

4.1. Vector Solutions alone (and its licensors, where applicable) shall own all rights, title and interest in and to Vector Solutions' software, website or technology, the course content, translations, compilations, partial copies, modifications, and updates, and the Services provided by Vector Solutions, as well as any and all suggestions, ideas, enhancement requests,

feedback, recommendations or other information provided by Client (collectively "Feedback"), and this Agreement does not convey to Client any rights of ownership to the same. Vector Solutions may use such Feedback given by Client to improve the Services, and such use shall not be deemed to confer any property rights to the Services to the Client. The Vector Solutions name and logo are trademarks of Vector Solutions, and no right or license is granted to Client to use them.

4.2. Client recognizes that Vector Solutions regards the software it has developed to deliver the Services as its proprietary information and as confidential trade secrets of great value. Client agrees not to provide or to otherwise make available in any form the software or Services, or any portion thereof, to any person other than authorized Named Users of Client without the prior written consent of Vector Solutions. Client further agrees to treat the Services with at least the same degree of care with which Client treats its own confidential information and in no event with less care than is reasonably required to protect the confidentiality of the Services.

4.3. Except as otherwise agreed in writing or to the extent necessary for Client to use the Services in accordance with this Agreement, Client shall not: (a) copy the course content in whole or in part; (b) display, reproduce, create derivative works from, transmit, sell, distribute, rent, lease, sublicense, transfer or in any way exploit the course content or Services in whole or in part; (c) embed the course content into other products; (d) use any trademarks, service marks, domain names, logos, or other identifiers of Vector Solutions or any of its third party suppliers; (e) reverse engineer, decompile, disassemble, or access the source code of any Vector Solutions Services or software; (f) alter or tamper with the Services and/or associated documentation in any way; (g) attempt to defeat any security measures that Vector Solutions may take to protect the confidentiality and proprietary nature of the Services; (h) remove, obscure, conceal, or alter any marking or notice of proprietary rights that may appear on or in the Services and/or associated documentation; or (i) except as permitted by this Agreement, knowingly allow any individual or entity under the control of Client to access Services without authorization under this Agreement for such access.

4.4. If Client chooses to participate by uploading its information to its shared resource sections of Vector Solutions' website, Client hereby authorizes Vector Solutions to share any intellectual property owned by Client ("User Generated Content") that its Users upload to the shared resources section of Vector Solutions' website with Vector Solutions' third-party customers and users that are unrelated to Client ("Other Vector Solutions Customers"); provided that Vector Solutions must provide notice to Client's users during the upload process that such User Generated Content will be shared with such Other Vector Solutions Customers.

## 5. TERM, TERMINATION, AND NOTICE.

5.1. **Term.** The term of this Agreement shall commence on the Effective Date and will remain in full force and effect for the term indicated in Schedule A ("Term"). Upon expiration of the Initial Term, this agreement shall automatically renew for successive one (1) year periods (each, a "Renewal Term"), unless notice is given by either party of its intent to terminate the Agreement, at least sixty (60) days prior to the scheduled termination date. Upon expiration or early termination of this Agreement pursuant to Section 5.2 (Termination for Cause) below access to the Services may remain active for thirty (30) days solely for purpose of Company's record keeping (the "Expiration Period"). Any access to or usage of the Services following the Expiration Period shall be deemed Client's renewal of the Agreement under the same terms and conditions.

5.2. **Termination for Cause.** Either Party may terminate this Agreement, effective upon written notice to the other Party (the "Defaulting Party"), if the Defaulting Party materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach.

5.3. **Notice.** All required notices hereunder by either Party shall be given by personal delivery (including reputable courier service), fees prepaid, or by sending such notice by registered or certified mail return receipt requested, postage prepaid, and addressed as set forth on the last page of this Agreement. Such notices shall be deemed to have been given and delivered upon receipt or attempted delivery (if receipt is refused), as the case may be, and the date of receipt identified by the applicable postal service on any return receipt card shall be conclusive evidence of receipt. Either Party, by written notice to the other as above described, may alter the address for receipt by it of written notices hereunder.

## 6. MUTUAL WARRANTIES AND DISCLAIMER.

6.1. **Mutual Representations & Warranties.** Each party represents and warrants to the other Party that: (a) it is duly organized, validly existing, and in good standing as a corporation or other entity under the Laws of the jurisdiction of its incorporation or other organization; (b) it has the full right, power, and authority to enter into and perform its obligations and grant the rights, licenses, consents, and authorizations it grants or is required to grant under this Agreement; (c) the execution of this Agreement by its representative whose signature is set forth at the end of this Agreement has been duly authorized by all necessary corporate or organizational action of such party; and (d) when executed and delivered by both parties, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

6.2. **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY

APPLICABLE LAW. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SERVICES IS WITH CLIENT. VECTOR SOLUTIONS DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SERVICES WILL MEET CLIENT'S REQUIREMENTS OR THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. THE SERVICES AND ASSOCIATED DOCUMENTATION ARE PROVIDED "AS IS," AND VECTOR SOLUTIONS PROVIDES NO OTHER EXPRESS, IMPLIED, STATUTORY, OR OTHER WARRANTIES REGARDING THE SERVICES OR ASSOCIATED DOCUMENTATION.

WORKPLACE SAFETY IS YOUR RESPONSIBILITY. THAT DUTY CANNOT BE DELEGATED AND VECTOR SOLUTIONS ACCEPTS NO DELEGATION OF THAT DUTY. VECTOR SOLUTIONS WILL ASSIST YOU BY PROVIDING SPECIFIC SERVICES FOR WHICH YOU HAVE CONTRACTED.

**6.3. Disclaimer of Third-Party Content** If Client uploads third-party content to the Vector Solutions platform, such third-party content providers are responsible for ensuring their content is accurate and compliant with national and international laws. Vector Solutions is not and shall not be held responsible or liable for any third-party content or Client's use thereof. THERE IS NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, REGARDING THIRD PARTY CONTENT ACCESSIBLE THROUGH THE SOFTWARE.

**6.4** No employee or agent of Vector Solutions is authorized to make any warranty other than that which is specifically set forth herein. The provisions in any specification, brochure, or chart issued by Vector Solutions are descriptive only and are not warranties.

## **7. LIMITATION ON LIABILITY.**

EXCEPT AS IT RELATES TO CLAIMS RELATED TO SECTION 8 (INDEMNIFICATION): (A) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT; AND (B) THE TOTAL LIABILITY OF EITHER PARTY FOR ANY AND ALL DAMAGES, INCLUDING, WITHOUT LIMITATION, DIRECT DAMAGES, SHALL NOT EXCEED THE AMOUNT OF THE TOTAL FEES DUE TO, OR ALREADY PAID TO, VECTOR SOLUTIONS FOR THE PRECEDING TWELVE (12) MONTHS.

**7.1.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, UNDER NO CIRCUMSTANCES SHALL VECTOR SOLUTIONS BE LIABLE TO CLIENT, ANY AFFILIATE, ANY THIRD PARTY OR CLIENT'S USERS FOR ANY CLAIM, CAUSE OF ACTION, DEMAND, LIABILITY, DAMAGES, AWARDS, FINES, OR OTHERWISE, ARISING OUT OF OR RELATING TO PERSONAL INJURY, DEATH, OR OTHER HARM CAUSED FROM USE OF OR RELIANCE ON THE CONTENT OF THE COURSES. CLIENT, ITS AFFILIATES, EMPLOYEES, CONTRACTORS, AGENTS, USERS, AND REPRESENTATIVES RELY ON THE CONTENT OF THE COURSES AT THEIR OWN RISK.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN TYPES OF DAMAGES SO, SOLELY TO THE EXTENT SUCH LAW APPLIES TO CLIENT, THE ABOVE LIMITATIONS AND EXCLUSIONS MIGHT NOT APPLY TO CLIENT.

## **8. INDEMNIFICATION.**

**8.1. Indemnification by Vector Solutions.** Vector Solutions shall indemnify and hold the Client harmless from any and all claims, damages, losses and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third-party claim that any document, course, or intellectual property provided by or uploaded to the Vector Solutions platform by Vector Solutions infringes or violates any intellectual property right of any person.

**8.2. Indemnification by Client.** To the extent permitted by applicable law, Client shall indemnify and hold Vector Solutions harmless from any and all claims, damages, losses and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third party claim that any document, course, or intellectual property owned by Client or uploaded to the Vector Solutions' platform by Client infringes or violates any intellectual property right of any person.

## **9. MISCELLANEOUS.**

**9.1 Assignment.** Neither party may assign or delegate its rights or obligations pursuant to this Agreement without the prior written consent of the other, provided that such consent shall not be unreasonably withheld. Notwithstanding the foregoing, Vector Solutions may freely assign or transfer any or all of its rights without Client consent to an affiliate, or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

**9.2. California Consumer Privacy Act (CCPA).** Insofar as Vector Solutions will be processing personal information subject to the California Consumer Privacy Act, sections 1798.100 to 1798.199, Cal. Civ. Code (2018) as may be amended as well as all regulations promulgated thereunder from time to time ("CCPA"), on behalf of the Client in the course of the performance of the Services hereunder, the terms "California consumer," "business purpose," "service provider," "sell" and "personal information" shall carry the meanings set forth in the CCPA.



9.2.1 CCPA Disclosures: To the extent the CCPA applies to the processing of any personal information by Vector Solutions pursuant to the Client's instructions in relation to this Agreement, the following also apply: (a) The Parties have read and understand the provisions and requirements of the CCPA and shall comply with them; (b) It is the intent of the Parties that the sharing or transferring of personal information of California consumers from the Client to Vector Solutions during the course of Vector Solutions' performance of this Agreement does not constitute selling of personal information as that term is defined in the CCPA, because the Client is not sharing or transferring such data to Vector Solutions for valuable consideration; (c) Vector Solutions will only use personal information for the specific purpose(s) of performing the Services, including any Schedules and Statements of Work attached hereto, and within the direct business relationship with the Client.

9.3. Export Regulations. All Content and Services and technical data delivered under this agreement are subject to applicable US and Canadian laws and may be subject to export and import regulations in other countries. You agree to comply strictly with all such laws and regulations and acknowledge that you have the responsibility to obtain such licenses to export, re-export, or import as may be required after delivery to you.

9.4. Force Majeure. In no event will either Party be liable or responsible to the other Party or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, (except for any obligations to make payments) when and to the extent such failure or delay in performing is due to, or arising out of, any circumstances beyond such Party's control (a "Force Majeure Event"), including, without limitation, acts of God, strikes, lockouts, war, riots, lightning, fire, storm, flood, explosion, interruption or delay in power supply, computer virus, governmental laws, regulations, or shutdown, national or regional shortage of adequate power or telecommunications, or other restraints.

9.5. No Waiver. No waiver, amendment or modification of this Agreement shall be effective unless in writing and signed by the parties.

9.6. Severability. If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect; but the remainder of this Agreement shall continue in full force and effect.

9.7. Survival. All provisions of this Agreement (including without limitation those pertaining to confidential information, intellectual property ownership, and limitations of liability) that would reasonably be expected to survive expiration or early termination of this Agreement will do so.

9.8. Purchase Orders. Client may issue a purchase order for its convenience only, it being agreed by the Parties that the terms and conditions of this Agreement shall control. Any terms or conditions included in a purchase order or similar document issued by Client that conflict with the terms and conditions of this Agreement will not apply to or govern the transaction resulting from the purchase order, unless both Parties expressly agree in writing to the particular conflicting term or condition, in which event the agreed term or condition will apply only with respect to that particular purchase order.

9.9. Entire Agreement. This Agreement and its exhibits represent the entire understanding and agreement between Vector Solutions and Client, and supersedes all other negotiations, proposals, understandings, and representations (written or oral) made by and between Vector Solutions and Client. Client acknowledges and agrees that the terms of this Agreement are incorporated in, and are a part of, each purchase order, change order, or Schedule related to the provision of Services by Vector Solutions.

*This Space Intentionally Left Blank – Signature Page Immediately Follows*

The Parties have executed this Agreement by their authorized representatives as of the last date set forth below.

TargetSolutions Learning, LLC d/b/a Vector Solutions  
4890 W. Kennedy Blvd., Suite 300  
Tampa, FL 33609

Broadview Fire Department (IL)  
2400 S 25th St  
Broadview, IL 60155

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: Matthew King

Printed Name: Tracy Kenny

Title: Director Inside Sales

Title: Fire Chief

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

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

# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

TargetSolutions Learning, LLC

2 Business name/disregarded entity name, if different from above

Vector Solutions

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► **C**

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

4890 W Kennedy Blvd, Suite 300

6 City, state, and ZIP code

Tampa FL 33609

7 List account number(s) here (optional)

Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

\_\_\_\_ - \_\_\_\_ - \_\_\_\_

or

Employer identification number

2 6 - 3 8 2 7 7 9

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign  
Here

Signature of  
U.S. person ►

*Ruth J. L.*

Date ►

1/7/2021

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

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

**A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT TO ENTER INTO A CERTAIN MEMORANDUM OF UNDERSTANDING WITH UNITED AMERICAN MARKETING FOR CERTAIN COVID-19 TESTING SERVICES FOR THE VILLAGE OF BROADVIEW, COUNTY OF COOK, STATE OF ILLINOIS.**

\* \* \* \* \*

**WHEREAS**, the Village of Broadview, County of Cook, State of Illinois (the “Village”) is a duly organized and existing village created under the provisions of the laws of the State of Illinois and is now operating under the provisions of the Illinois Municipal Code, and all laws amendatory thereof and supplementary thereto, with full powers to enact ordinances and adopt resolutions for the benefit of the residents of the Village; and

**WHEREAS**, the Village President (the “President”) and the Village Board (the “Village Board” and with the President, the “Corporate Authorities”) are committed to ensuring the effective administration of government; and

**WHEREAS**, Article VII, Section 10(a) of the Illinois Constitution authorizes units of local government to contract or otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or by ordinance; and

**WHEREAS**, the Village is in need of certain COVID-19 testing services (the “Services”); and

**WHEREAS**, United American Marketing (“UAM”) has presented the Village with a certain Memorandum of Understanding (the “MOU”) to outline the manner and terms under which it will provide the Services to the Village, a copy of which is attached hereto and incorporated herein as Exhibit A; and

**WHEREAS,** the Corporate Authorities have determined that it is in the best interests of the Village and its residents to approve, execute and enter into the MOU;

**NOW, THEREFORE, BE IT RESOLVED** by the President and the Village Board of the Village of Broadview, County of Cook, State of Illinois, as follows:

**ARTICLE I.  
IN GENERAL**

**Section 01. Incorporation Clause.**

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

**Section 02. Purpose.**

The purpose of this Resolution is to authorize the President or her designee to enter into and approve the MOU whereby UAM will provide the Services to the Village in accordance with the terms of the MOU.

**Section 03. Invocation of Authority.**

This Resolution is enacted pursuant to the authority granted to the Village by the Constitution of the State of Illinois and the Illinois Compiled Statutes.

**Section 04. State Law Adopted.**

All applicable provisions of the Illinois Compiled Statutes, including the Illinois Municipal Code, as may be amended from time to time, relating to the purposes of this Resolution are hereby incorporated herein by reference.

**Sections 05-09. Reserved.**

## **ARTICLE II. AUTHORIZATION**

### **Section 10. Authorization.**

The Village Board hereby authorizes and directs the President or her designee to enter into and approve the MOU in accordance with its terms, or any modification thereof, and to ratify any and all previous action taken to effectuate the intent of this Resolution. The Village Board authorizes and directs the President or her designee to execute the applicable MOU. No insertions, omissions or changes may be made to the documents approved herein without further authorization by the Corporate Authorities. The Village Board further authorizes the President or her designee to execute any and all additional documentation that may be necessary to carry out the intent of this Resolution. The Village Clerk is hereby authorized and directed to attest to and countersign any documentation as may be necessary to carry out and effectuate the purpose of this Resolution. The Village Clerk is also authorized and directed to affix the Seal of the Village to such documentation as is deemed necessary. To the extent that any requirement of bidding would be applicable to the transaction described herein, the same is hereby waived.

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

### **Section 11. 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 12. 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 13. 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 14. Effective Date.**

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

(REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK)

**ADOPTED** by the Village Board of the Village of Broadview, Cook County,  
Illinois on this \_\_\_ day of \_\_\_\_\_ 2021, pursuant to a roll call vote, as follows:

	<b>YES</b>	<b>NO</b>	<b>ABSENT</b>	<b>PRESENT</b>
Miller				
Senior				
VACANT				
Armour				
Abraham				
Chao-Malave				
(Mayor Thompson)				
<b>TOTAL</b>				

**SO PASSED, ADOPTED, APPROVED AND ENACTED IN AND AT THE  
VILLAGE OF BROADVIEW, COUNTY OF COOK, STATE OF ILLINOIS, THIS  
\_\_\_\_\_ DAY OF \_\_\_\_\_ 2021.**

**APPROVED,**

\_\_\_\_\_  
**VILLAGE PRESIDENT**

**ATTEST:** \_\_\_\_\_

**Village Clerk**

**Recorded in the Municipal Records:  
Published in Pamphlet Form:**



**EXHIBIT A**

**MEMORANDUM OF UNDERSTANDING**  
**CONCERNING THE PROVISION OF COVID-19 TESTING**

This Memorandum of Understanding (hereinafter the “MEMORANDUM”) is made by and between United American Marketing (hereinafter “UAM”) of 1111 22<sup>nd</sup> Street, Suite 640, Oakbrook, Illinois 60523 and the Village of Broadview (hereinafter the “VILLAGE”) 2350 South 25<sup>th</sup> Avenue, Broadview, Illinois 60155, (collectively the “PARTIES”) for the purpose of outlining the procedures and protocols surrounding the provision of Covid-19 testing by UAM.

**RECITALS**

**WHEREAS**, UAM and the VILLAGE, after extensive discussion, desire to work together to provide Covid-19 testing to various individuals; and

**WHEREAS**, UAM and the VILLAGE desire to execute this MEMORANDUM to delineate the respective expectations and responsibilities of the PARTIES; and

**WHEREAS**, both PARTIES represent that they have the intention and the requisite ability to perform the services set forth herein.

**NOW THEREFORE**, UAM and the VILLAGE agree and understand as follows:

**OBLIGATIONS OF THE PARTIES**

The PARTIES agree, understand and acknowledge that no contractual relationship is created between them by this MEMORANDUM; and agree to work together in the true spirit of cooperation to accomplish the activities set forth herein.

**SERVICES TO BE RENDERED BY UAM**

1. Under the brand Free Covid Care, UAM will obtain and administer two types of Covid-19 tests: a) Reverse Transcription Polymerase Chain Reaction Tests (PCR), and b) Rapid Antigen Tests.
2. There will be no charge to the VILLAGE for any of the Testing kits supplied by UAM.
3. UAM will provide staffing at an agreed upon location to register patients and administer the tests.
4. UAM will deliver any completed PCR tests to a CLIA certified diagnostic laboratory within 12 hours of their completion.

5. UAM will facilitate the reporting of test results in strict accordance with the provisions of the HEALTH INSURANCE PORTABILITY and ACCOUNTABILITY ACT (HIPPA).
6. UAM will use best efforts to ensure that PCR test results are reported within 24-48 hours.
7. UAM, at its own expense, will provide signage and other material indicating the availability of free Covid testing. UAM will obtain the prior approval of the VILLAGE for any such material.
8. UAM will provide the contact information of a dedicated UAM employee to act as liaison between UAM and the VILLAGE.
9. UAM will interview and consider for employment any qualified individual from the greater Broadview community.
10. Should any such individual be hired, UAM will be responsible for their training, supervision, and compensation.
11. UAM has attached hereto the document(s) that are provided to patents at the testing location.
12. UAM will at its own expense will obtain and place a trailer, a generator, and a tent/carport at a site designated by the VILLAGE.
13. At the conclusion of the activities contemplated by this MEMORANDUM, UAM will remove all materials and equipment.
14. UAM will maintain appropriate insurance and will provide the VILLAGE a COI upon request.

#### **SERVCS TO BE RENDERED BY THE VILLAGE**

1. The VILLAGE will provide sufficient space (approximately four standard parking spaces) for the purpose of setting up a trailer and a generator.
2. The VILLAGE will allow access to bathroom facilities for UAM employees during hours of operation.
3. The VILLAGE will discuss with UAM the most efficacious hours of operation.

#### **MUTUAL UNDERSTANDINGS OF THE PARTIES**

1. The PARTIES agree that at all times before, during and after the performance of the activities contemplated by this MEMORANDUM, they will both abide by the provisions of HIPAA.
2. The PARTIES agree to use best efforts to identify a mutually agreeable method for the registration of patents, data collection and data sharing.

3. This MEMORANDUM is not intended to, and does not create any contractual obligation, right, benefit and/or trust between the PARTIES.
4. This MEMORANDUM becomes effective when signed and dated by both PARTIES.
5. Either of the PARTIES may terminate its participation in this MEMORANDUM by providing written notice to the other.
6. The VILLAGE will assume no liability for theft of, or damage to UAM property.

(The rest of this page is intentionally left blank.)

**UAM AND THE VLLAGE HAVE CAUSED THS MEMORANDUM TO BE  
EXECUTED AS OF THE DATE THAT APPEARS BELOW.**

**VILLAGE OF BROADVIEW**

**BY:** \_\_\_\_\_

**PRINT NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**UNITED AMERICAN MARKETING**

**BY:** \_\_\_\_\_

**PRNT NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

