

EQUAL OPPORTUNITY EMPLOYER

INTERGOVERNMENTAL AGREEMENT FOR THE GRANTING AND DISBURSING OF GENERAL ASSISTANCE FUNDS FOR THE PROVISION OF VETERANS' MEDICAL TRANSPORTATION SERVICES TO RESIDENTS OF THE TOWN OF FREEPORT INCLUDING BUT NOT LIMITED TO GENERAL ASSISTANCE CLIENTS OF THE TOWN OF FREEPORT

THIS AGREEMENT made and executed by and between the TOWN OF FREEPORT, a non-home rule unit of local government of the State of Illinois, acting by and through its Town Supervisor acting as the *Ex-Officio* Supervisor of General Assistance (hereinafter referred to as the "Grantor") and the STEPHENSON COUNTY VETERANS' ASSISTANCE COMMISSION, a Unit of Local Government of the State of Illinois which is currently conducting business at a location commonly known as 10 North Galena Avenue Street in the City of Freeport, County of Stephenson and State of Illinois (hereinafter, the "Grantee").

RECITALS

WHEREAS, Section 70-50 of the Illinois Township Code provides that "The township supervisor shall be *Ex-Officio* supervisor of general assistance in the township and shall administer the general assistance program in the township as provided in Articles VI, XI, and XII of the Illinois Public Aid Code"; and

WHEREAS, by Resolution passed on Tuesday, February 20, 2018, the Town Board of the Town of Freeport acknowledged the authority of the Supervisor of General Assistance for the Town of Freeport to enter into written contracts with agencies for grants or expenditures of General Assistance Funds, including but not limited to this Agreement; and

WHEREAS, the provision of medical transportation services to the Clients of the General Assistance Program as operated by the Grantor is within the authority of the Supervisor of the Grantor to provide "Basic Maintenance Services" to such Clients; and

WHEREAS, the Grantor has not previously provided such medical transportation services, and now desires to authorize the Grantee to provide such medical transportation services from the Grantee; and

WHEREAS, the Grantee is willing and able to provide such medical transportation services to the residents and to the General Assistance Clients of the Grantor (hereinafter, the "GA Clients") and is willing to provide such medical transportation services according to the rules and regulations of the State of Illinois (including but not limited to the statute commonly known as the Illinois Public Aid Code and the regulations issued thereunder) for the period of twelve months beginning on or about April 1, 2018 in exchange for a flat-amount one-time grant payment of TEN Thousand Dollars and No Cents (\$ 10,000.00) from the Grantor; and

WHEREAS, the Grantee is in need of the purchase of various items of personal property in order to provide such medical transportation services and the Grantor is willing to grant funds to the Grantee in support of the purchase of the needed items as stated on the attached list (a true, correct and complete copy of said list is marked as "Exhibit A," attached hereto and incorporated by reference as if fully set forth herein); and

WHEREAS, the Grantor and the Grantee are both non-Home Rule Units of Local Government of the State of Illinois and Section 10 of Article VII of the Illinois Constitution of 1970, as amended, states that, in pertinent part, "(a) Units of local government ... may contract or otherwise associate among themselves, ... to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or by ordinance. . . . Participating units of government may use their ... revenues ... to pay costs ... related to intergovernmental activities."; and

WHEREAS, the Supervisor of the Grantor has reviewed this proposed Intergovernmental Agreement and finds that his execution of said Intergovernmental Agreement on behalf of the Grantor is in the best interests of the health, safety, morals and general welfare of the residents and the GA Clients of the Grantor.

THEREFORE, IN EXCHANGE FOR THE MUTUAL PROMISES AND OTHER CONSIDERATION as described herein, the sufficiency of which is duly acknowledged by both parties hereto, the Grantor and the Grantee agree as follows:

1. Recitals. The parties hereto acknowledge and agree that the Recitals as set forth above are not mere preparatory language, are an integral and binding part of this Agreement.

2. Purpose. Grantee, through its transportation services originating from within the City of Freeport, shall provide medical transportation services to residents of the Grantor including but not limited to the General Assistance Clients of the Grantee (hereinafter, the "GA Clients") in exchange for a one-time grant payment in the flat amount of TEN thousand dollars and no cents (\$ 10,000.00) (hereinafter, the "SERVICES"). The Grantee shall utilize the Grant Funds hereunder solely for the purpose of purchasing the items of personal property which are stated on the attached Exhibit A and which shall be utilized in order to provide such medical transportation services.

3. Payment By Grantor. In exchange for the Grantee providing the above SERVICES during the Term of this Agreement, the Grantor shall pay to the Grantee the flat-amount sum of TEN Thousand Dollars (\$ 10,000.00) (hereinafter, the "FUNDS") from the Grantor's appropriated General Assistance Funds as the sole and complete consideration for the provision of such SERVICES during the Term of this Agreement. Grantee agrees that it shall not request additional sums from the Grantor for the provision of such SERVICES during the Term of this Agreement.

4. Term. Notwithstanding the date of execution of this Agreement, this Agreement shall commence at 12:01 AM. (Freeport Local Time) on April 3, 2018, and shall automatically

terminate at 11:59 P.M. (Freeport Local Time) on April 2, 2019, unless terminated earlier as provided for in Section 14 of this Agreement. Time is of the essence in completing the services required by this Agreement.

5. Reports By Grantee. Grantee shall provide to the Grantor such reasonable written reports as may be requested by the Grantor detailing the SERVICES provided hereunder.

6. Entire Agreement. It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations among the parties relating to the subject matter hereof, well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by all of the parties.

7. Assignment. The Grantee shall not assign this Agreement, or any of its powers or duties hereunder, without the written consent of the Grantor. Because the Grantor is relying upon the unique talents, knowledge and abilities of the Grantee to operate said medical transportation services and to provide the SERVICES as required hereunder, the Grantee shall not be allowed to assign or delegate its powers or duties under this Agreement.

8. Governing Law. The law of the State of the Illinois shall control the interpretation of this Agreement.

9. Independent Status. It is agreed by the parties hereto that at all times and for all purposes hereunder, the Grantor and the Grantee are and shall remain an independent entity. No employee of one party shall be construed to be an employee of the other party for any purpose whatsoever. No employee of one party shall be entitled to any of the rights, privileges or benefits accorded to an employee of the other party.

10. Non-Discrimination. No person shall be illegally excluded from employment rights in, participation in, or be denied the benefits of the program which is the subject of this Agreement on the basis of race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, unfavorable discharge from military service, citizenship status or arrest record. The terms utilized in the immediately preceding sentence shall have the same meaning as defined in the Illinois Human Rights Act, codified at 775 ILCS 5/1-101, *et seq.* The Grantor and the Grantee hereby agree to undertake all efforts at reasonable accommodation as may be required by state or federal law.

11. Notices. All notices required or permitted under this Agreement shall be transmitted in writing, only by personal delivery or by certified, registered or first class United States Mail to the following:

To the Grantor:

Patrick A. Sellers, Town Supervisor
Town of Freeport
201 East Exchange Street
Freeport, Illinois 61032

Page 4 of 10 Pages

To the Grantee: Ms. Maryna Misiewicz, Superintendent
Stephenson County Veterans' Assistance Commission
10 North Galena Avenue, Suite 120
Freeport, Illinois 61032

Notices transmitted by first class United States Mail shall be deemed received on the second business day after it was deposited in a United States Mail receptacle. "Business day" shall not include Saturdays, Sundays or any other day declared as a legal holiday in the State of Illinois by the Illinois Compiled Statutes, as now or hereafter amended.

12. Severability. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause or phrase of this Agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of the Agreement. Upon the occurrence of such event, however, the Grantor or the Grantee may terminate this Agreement forthwith upon the delivery of the written notice of termination to the other Party. Prior to exercising this option to terminate, the Party seeking to terminate this Agreement shall notify and consult with the other Party in an effort to resolve the dispute.

13. Services Not Provided For. The Grantee shall not be required to perform any services or actions other than those specified in this Agreement, unless this is approved in writing by the Grantor and by the Grantee. Such approval shall be considered to be a modification of this Agreement.

14. Early Termination.

(A) This Agreement shall be terminated for good cause only upon not less than five (5) days written notice delivered by mail or in person to the other Party, provided that in an emergency situation posing a substantial and imminent risk of injury to person or property, either Party may terminate this Agreement instantly.

(B) Except in emergency situations, written notice of termination shall be delivered as provided elsewhere herein. Prior to exercising this option to terminate in a non-emergency situation only, the Party seeking to terminate this Agreement shall notify and consult with the other Party in an effort to resolve the dispute.

(C) There shall be no duty to consult the other Party prior to termination in an emergency situation as provided in Paragraph (A) above.

15. Waiver Of Breach Or Default. A waiver of any default shall not be deemed to be a waiver of any subsequent default, A waiver of a breach of any provision of this Agreement shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing, signed by an authorized representative of each of the Parties.

16. Gender. The use of the masculine pronoun in this Agreement shall be construed and interpreted to include those of the feminine gender.

17. Compliance With Laws. In performing each of his actions, duties or services under this Agreement, the Grantee shall comply with any and all federal and state statutes, rules and regulations and any and all Agency ordinances and regulations pertaining to or regulating the provision of such services or actions including those now in effect or hereafter adopted. Any violation of said statutes, ordinances, rules or regulations by the Grantee shall entitle the Grantor to take appropriate corrective actions. Any such material violation by the Grantee shall entitle the Grantor to terminate this Agreement as provided in Section 14 above.

Specifically, the Grantee shall not deny any person the benefits under this Agreement, whether such person is an employee or customer or supplier of either the Grantee or of the Grantor, a General Assistance Client of the Grantor, an invitee of the Stephenson County Veterans' Assistance Commission, or otherwise, on the basis of race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, unfavorable discharge from military service, citizenship status or arrest record. The terms utilized in the immediately preceding sentence shall have the same meaning as defined in the Illinois Human Rights Act, codified at 775 ILCS 5/1-101, *et seq.* The Grantor shall comply with any and all equal employment opportunity and affirmative action requirements required by federal, state or local laws, as now or hereafter amended. The Grantee shall strictly comply with each and every provision of the Equal Employment Opportunity clause required to be inserted in all contracts or agreements entered into by a unit of local government of the State of Illinois such as the Grantor by administrative regulations issued by the Illinois Department of Human Rights. A true, correct and complete copy of said Equal Employment Opportunity clause is marked as "Exhibit B," attached hereto and incorporated by reference as if fully set forth herein.

18. Subcontracts. Except as stated in Paragraph 19 immediately below, the Grantee shall not provide any of the SERVICES required by this Agreement by means of any individuals not regularly employed by it commonly referred to as Subcontractors or Independent Contractors.

19. Qualifications. The Grantor represents and warrants that all SERVICES provided under this Agreement, including but not limited to the setup and/or operation of its medical transportation services, shall ONLY be performed by its employees and by its regular unpaid volunteers and by no other person. The Grantee further represents and warrants that its employee(s) and its unpaid volunteer(s) are completely trained and fully qualified to provide all SERVICES under this Agreement including but not limited to the setup and/or operation of the medical transportation services including but not limited to all record keeping and report drafting as required by this Agreement.

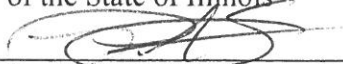
20. Licensure. Prior to undertaking any of the SERVICES required or permitted under this Agreement, the Grantor shall provide to the Grantee written proof of its current and valid license to conduct such medical transportation services in the County of Stephenson and/or State of Illinois. In the event that the Grantee's license should be canceled, suspended or revoked before he has completed all of the services required or permitted under this Agreement, then the Grantee shall inform the Grantor in writing at least twenty-four (24) hours after receiving notice of said suspension, cancellation or revocation, EXCEPT that in any event the Grantee shall


notify the Grantor of such suspension, cancellation or revocation prior to initiating the setup and/or operation of the medical transportation services for residents of the Grantor on the business day immediately following the Grantee's receipt of the said Order for suspension, cancellation or revocation.

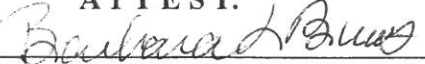
21. Access. (A) The Grantor shall at all times have reasonable access to the site of the administrative office for the operation of the medical transportation services whenever it is in preparation and progress for the purposes of determining the Grantee's compliance with the provisions of this Agreement.

(B) The Grantor shall also be entitled to copies of such records and written materials generated by or for the Grantee in the provisions of any and all SERVICES under this Agreement for the purposes of determining the Grantee's compliance with the provisions of this Agreement. The Grantee shall deliver copies of any such document or designated material to the Grantor within Three (3) days of the Grantor's request for said document(s) as mailed to the Grantee in accordance with the provisions of Section 11 of this Agreement. Upon request by any authorized representative of the Grantor, the Grantee shall utilize reasonable efforts in an attempt to explain or clarify the meaning of the data contained in the documents or other materials delivered to the Grantor.

IN WITNESSETH WHEREOF, the parties hereto have set their hands this 16th day of April, 2018.

"the Grantor"
Town of Freeport, Illinois
a Unit of Local Government
of the State of Illinois
By: 
Patrick A. Sellers, Supervisor
Town of Freeport, Illinois

"the Grantee"
Stephenson County Veterans' Assistance
Commission, a Unit of Local Government of
the State of Illinois
By: 
Print Name: Maryna L. Misiewicz
Print Title: Superintendent

ATTEST:
By: 
Barbara L. Burns, Town Clerk of the
Town of Freeport, Illinois

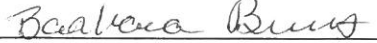
ATTEST:
By: 
Print Name: Barbara Burns
Print Title: Town Clerk

EXHIBIT A

**VETERANS' ASSISTANCE COMMISSION OF STEPHENSON COUNTY
ALLIED VETERANS' VAN SERVICE
GRANT REQUEST ESTIMATES**

ESTIMATED EXPENSE	NEED
3200.00	Vehicle maintenance
2200.00	Vehicle fuel
200.00	Electronic mileage tracker
1280.00	Replace vehicle tires (8)
200.00	Emergency kit items, fire extinguishers
100.00	GPS for handicapped accessible van
300.00	Magnetic signs for 7-passenger minivan
300.00	New steps for full size van
75.00	Single step for 7-passenger minivan
50.00	Disposable blankets
100.00	Support handles for full size van
325.00	Brochures, business cards, literature
300.00	Magnetic dry erase board (training room)
50.00	HOLDERS for cell phones in vans
1000.00	Shirts, hats for drivers
300.00	Wheelchair
9980.00	ESTIMATED TOTAL

EXHIBIT B

**TITLE 44: GOVERNMENT CONTRACTS, PROCUREMENT AND PROPERTY
MANAGEMENT
SUBTITLE B: SUPPLEMENTAL PROCUREMENT RULES
CHAPTER X: DEPARTMENT OF HUMAN RIGHTS
PART 750 PROCEDURES APPLICABLE TO ALL AGENCIES
SECTION 750.APPENDIX A EQUAL EMPLOYMENT OPPORTUNITY CLAUSE**

Section 750.APPENDIX A Equal Employment Opportunity Clause

EQUAL EMPLOYMENT OPPORTUNITY

In the event of the contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause or the Act, the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the contractor agrees as follows:

1) That he or she will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and, further, that he or she will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.

2) That, if he or she hires additional employees in order to perform this contract or any portion of this contract, he or she will determine the availability (in accordance with this Part) of minorities and women in the areas from which he or she may reasonably recruit and he or she will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.

3) That, in all solicitations or advertisements for employees placed by him or her or on his or her behalf, he or she will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.

4) That he or she will send to each labor organization or representative of workers with which he or she has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the contractor's obligations under the Act and this Part. If any labor organization or representative fails or refuses to cooperate with the contractor in his or her efforts to comply with the Act and this Part, the contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations under the contract.

5) That he or she will submit reports as required by this Part, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Act and this Part.

6) That he or she will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Act and the Department's Rules and Regulations.

7) That he or she will include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

(Source: Amended at 35 Ill. Reg. 3695, effective February 18, 2011)

TOWN OF FREEPORT

RESOLUTION NO 2018 TR - 03

**A RESOLUTION APPROVING AN
INTERGOVERNMENTAL AGREEMENT FOR THE
GRANTING AND DISBURSING OF
GENERAL ASSISTANCE FUNDS FOR THE PROVISION OF
VETERANS' MEDICAL TRANSPORTATION SERVICES TO
RESIDENTS OF THE TOWN OF FREEPORT INCLUDING
BUT NOT LIMITED TO GENERAL ASSISTANCE
CLIENTS OF THE TOWN OF FREEPORT**

PASSED BY THE
TOWN BOARD OF THE TOWN OF
FREEPORT THIS 16th DAY OF
APRIL, 2018

Published in pamphlet form
by the authority of the
Town Board of the Town of Freeport
this 16th day of April, 2018.

**TOWN BOARD OF THE TOWN OF
FREEPORT RESOLUTION NO. 2018 TR - 03**

**A RESOLUTION APPROVING AN
INTERGOVERNMENTAL AGREEMENT FOR THE
GRANTING AND DISBURSING OF
GENERAL ASSISTANCE FUNDS FOR THE PROVISION OF
VETERANS' MEDICAL TRANSPORTATION SERVICES TO
RESIDENTS OF THE TOWN OF FREEPORT INCLUDING
BUT NOT LIMITED TO GENERAL ASSISTANCE
CLIENTS OF THE TOWN OF FREEPORT**

WHEREAS, the Stephenson County Veterans' Assistance Commission (hereinafter referred to as the "VACSC") and the Town of Freeport are both current non-Home Rule Units of Local Government of the State of Illinois; and

WHEREAS, the VACSC currently operates medical and other transportation services for United States Military Veterans residing within the Town of Freeport, and some of said veterans are also clients of the General Assistance Program of the Town of Freeport; and

WHEREAS, the VACSC is in need of funds to purchase items of personal property to continue to operation said medial and other transportation services; and

WHEREAS, the Town Supervisor of the Town of Freeport, as the *Ex-Officio* Supervisor of the General Assistance Program operated within the Town of Freeport, is willing to enter into a one-year Grant Agreement for the provision of General Assistance Funds for the purchase of said needed and required items of personal property to assist the VACSC in continuing to operate said medical and other transportation services for local United States Military Veterans; and

WHEREAS, Section 85-10(d) of the Illinois Township Code [60 ILCS 1/85-10(d)] authorizes a township, such as the Town of Freeport, to "make all contracts necessary in the exercise of the township's powers"; and

WHEREAS, the corporate authorities of the Town of Freeport have reviewed the contents of a proposed one-year Intergovernmental Agreement with the Stephenson County Veterans' Assistance Commission for the purchase of supplies needed to continue to operate the VACSC's medical and other transportation program for local United States Military Veterans (a true, correct and complete copy of which proposed Intergovernmental Agreement is marked as "Exhibit A," attached hereto and incorporated by reference as if fully set forth herein) and this Town Board hereby finds that the approval of the proposed Intergovernmental Agreement (Exhibit A hereto) to be in the best interests of the health, safety, morals and general welfare of the citizens of the Town of Freeport.

NOW, THEREFORE, BE IT RESOLVED by the Town Board of the Town of Freeport as follows:

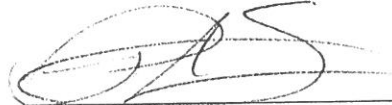
Section 1. Recitals. The preliminary paragraphs set forth above are incorporated herein as part of this Resolution.

Section 2. Approval of Intergovernmental Agreement. The Town Board of the Town of Freeport hereby approves the proposed Intergovernmental Agreement with the Stephenson County Veterans' Assistance Commission for the purchase of supplies needed to continue to operate the VACSC's medical and other transportation program for local United States Military Veterans (Exhibit A hereto) as recommended by the Town Supervisor.

Section 3. Effective Date. This Resolution shall be in full force and effect after its passage and approval, and publication, if any, as may be required by law.


Section 4. Severability. In the event that any section, clause, provision, or part of this Resolution shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

RESOLVED by the Town Board of the Town of Freeport, Stephenson County, State of Illinois on this the 16th day of April, 2018.



Patrick A. Sellers,
Supervisor Town of Freeport

3ATTEST:



Barbara L. Burns, Town
Clerk Town of Freeport

AYES:
Altensey, Bender, Cook, Sellers, Sellers

NAYS:

ABSENT:

PRESENT:
Altensey, Bender, Cook, Sellers, Sellers

EQUAL OPPORTUNITY EMPLOYER

**AGREEMENT FOR THE GRANTING AND DISBURSING OF
GENERAL ASSISTANCE FUNDS FOR THE PROVISION OF
DYSLEXIA TUTORING SERVICES TO
RESIDENTS OF THE TOWN OF FREEPORT INCLUDING BUT NOT LIMITED TO
GENERAL ASSISTANCE CLIENTS OF THE TOWN OF FREEPORT**

THIS AGREEMENT made and executed by and between the TOWN OF FREEPORT, a non-home rule unit of local government of the State of Illinois, acting by and through its Town Supervisor acting as the *Ex-Officio* Supervisor of General Assistance (hereinafter referred to as the “Grantor”) and the CHILDREN’S DYSLEXIA CENTERS, INC., a Not-For-Profit Corporation organized under the laws of the State of Massachusetts and licensed to conduct business within the State of Illinois and currently conducting business at a location commonly known as 305 West Stephenson Street in the City of Freeport, County of Stephenson and State of Illinois (hereinafter, the “Grantee”).

RECITALS

WHEREAS, Section 70-50 of the Illinois Township Code provides that “The township supervisor shall be *ex officio* supervisor of general assistance in the township and shall administer the general assistance program in the township as provided in Articles VI, XI, and XII of the Illinois Public Aid Code”; and

WHEREAS, by Resolution passed on Tuesday, February 20, 2018, the Town Board of the Town of Freeport acknowledged the authority of the Supervisor of General Assistance for the Town of Freeport to enter into written contracts with agencies for grants or expenditures of General Assistance Funds, including but not limited to this Agreement; and

WHEREAS, the provision of dyslexia tutorial services to the Clients of the General Assistance Program as operated by the Grantor is within the authority of the Supervisor of the Grantor to provide “Basic Maintenance Services” to such Clients; and

WHEREAS, the Grantor has not previously provided such dyslexia tutorial services, and now desires to authorize the Grantee to provide such dyslexia tutorial services from the Grantee; and

WHEREAS, the Grantee is willing and able to provide such dyslexia tutorial services to the residents and to the General Assistance Clients of the Grantor (hereinafter, the “GA Clients”) and is willing to provide such dyslexia tutorial services according to the rules and regulations of the State of Illinois (including but not limited to the statute commonly known as the Illinois Public Aid Code and the regulations issued thereunder) for the period of twelve months beginning on or about March 1, 2018 in exchange for a flat-amount one-time grant payment of Five Thousand Dollars and No Cents (\$ 5,000.00) from the Grantor; and

WHEREAS, the Supervisor of the Grantor has reviewed this Agreement and finds that his execution of said Agreement on behalf of the Grantor is in the best interests of the health, safety, morals and general welfare of the residents and the GA Clients of the Grantor.

THEREFORE, IN EXCHANGE FOR THE MUTUAL PROMISES AND OTHER CONSIDERATION as described herein, the sufficiency of which is duly acknowledged by both parties hereto, the Grantor and the Grantee agree as follows:

1. Recitals. The parties hereto acknowledge and agree that the Recitals as set forth above are not mere preparatory language, are an integral and binding part of this Agreement.

2. Purpose. Grantee, through its facility located within the City of Freeport, shall provide dyslexia tutoring services to residents of the Grantor including but not limited to the General Assistance Clients of the Grantee (hereinafter, the "GA Clients") in exchange for a one-time grant payment in the flat amount of five thousand dollars and no cents (\$ 5,000.00) (hereinafter, the "SERVICES").

3. Payment By Grantor. In exchange for the Grantee providing the above SERVICES during the Term of this Agreement, the Grantor shall pay to the Grantee the flat-amount sum of Five Thousand Dollars (\$ 5,000.00) (hereinafter, the "FUNDS") from the Grantor's appropriated General Assistance Funds as the sole and complete consideration for the provision of such SERVICES during the Term of this Agreement. Grantee agrees that it shall not request additional sums from the Grantor for the provision of such SERVICES during the Term of this Agreement.

4. Term. Notwithstanding the date of execution of this Agreement, this Agreement shall commence at 12:01 AM. (Freeport Local Time) on March 1, 2018, and shall automatically terminate at 11:59 P.M. (Freeport Local Time) on February 28, 2019, unless terminated earlier as provided for in Section 14 of this Agreement. Time is of the essence in completing the services required by this Agreement.

5. Reports By Grantee. Grantee shall provide to the Grantor such reasonable written reports as may be requested by the Grantor detailing the SERVICES provided hereunder.

6. Entire Agreement. It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations among the parties relating to the subject matter hereof, well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by all of the parties.

7. Assignment. The Grantee shall not assign this Agreement, or any of its powers or duties hereunder, without the written consent of the Grantor. Because the Grantor is relying upon the unique talents, knowledge and abilities of the Grantee to operate said dyslexia tutorial

services and to provide the SERVICES as required hereunder, the Grantee shall not be allowed to assign or delegate its powers or duties under this Agreement.

8. Governing Law. The law of the State of the Illinois shall control the interpretation of this Agreement.

9. Independent Status. It is agreed by the parties hereto that at all times and for all purposes hereunder, the Grantor and the Grantee are and shall remain an independent entity. No employee of one party shall be construed to be an employee of the other party for any purpose whatsoever. No employee of one party shall be entitled to any of the rights, privileges or benefits accorded to an employee of the other party.

10. Non-Discrimination. No person shall be illegally excluded from employment rights in, participation in, or be denied the benefits of the program which is the subject of this Agreement on the basis of race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, unfavorable discharge from military service, citizenship status or arrest record. The terms utilized in the immediately preceding sentence shall have the same meaning as defined in the Illinois Human Rights Act, codified at 775 ILCS 5/1-101, *et seq.* The Grantor and the Grantee hereby agree to undertake all efforts at reasonable accommodation as may be required by state or federal law.

11. Notices. All notices required or permitted under this Agreement shall be transmitted in writing, only by personal delivery or by certified, registered or first class United States Mail to the following:

To the Grantor:

Patrick A. Sellers, Town Supervisor
Town of Freeport
201 East Exchange Street
Freeport, Illinois 61032

To the Grantee:

Ms. Patricia Ludwig
Children's Dyslexia Centers, Inc.
305 West Stephenson Street
Freeport, Illinois 61032

Notices transmitted by first class United States Mail shall be deemed received on the second business day after it was deposited in a United States Mail receptacle. "Business day" shall not include Saturdays, Sundays or any other day declared as a legal holiday in the State of Illinois by the Illinois Compiled Statutes, as now or hereafter amended.

12. Severability. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause or phrase of this Agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of the Agreement. Upon the occurrence of such

event, however, the Grantor or the Grantee may terminate this Agreement forthwith upon the delivery of the written notice of termination to the other Party. Prior to exercising this option to terminate, the Party seeking to terminate this Agreement shall notify and consult with the other Party in an effort to resolve the dispute.

13. Services Not Provided For. The Grantee shall not be required to perform any services or actions other than those specified in this Agreement, unless this is approved in writing by the Grantor and by the Grantee. Such approval shall be considered to be a modification of this Agreement.

14. Early Termination. (A) This Agreement shall be terminated for good cause only upon not less than five (5) days written notice delivered by mail or in person to the other Party, provided that in an emergency situation posing a substantial and imminent risk of injury to person or property, either Party may terminate this Agreement instantaneously.

(B) Except in emergency situations, written notice of termination shall be delivered as provided elsewhere herein. Prior to exercising this option to terminate in a non-emergency situation only, the Party seeking to terminate this Agreement shall notify and consult with the other Party in an effort to resolve the dispute.

(C) There shall be no duty to consult the other Party prior to termination in an emergency situation as provided in Paragraph (A) above.

15. Waiver Of Breach Or Default. A waiver of any default shall not be deemed to be a waiver of any subsequent default, A waiver of a breach of any provision of this Agreement shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing, signed by an authorized representative of each of the Parties.

16. Gender. The use of the masculine pronoun in this Agreement shall be construed and interpreted to include those of the feminine gender.

17. Compliance With Laws. In performing each of his actions, duties or services under this Agreement, the Grantee shall comply with any and all federal and state statutes, rules and regulations and any and all Agency ordinances and regulations pertaining to or regulating the provision of such services or actions including those now in effect or hereafter adopted. Any violation of said statutes, ordinances, rules or regulations by the Grantee shall entitle the Grantor to take appropriate corrective actions. Any such material violation by the Grantee shall entitle the Grantor to terminate this Agreement as provided in Section 14 above.

Specifically, the Grantee shall not deny any person the benefits under this Agreement, whether such person is an employee or customer or supplier of either the Grantee or of the Grantor, a General Assistance Client of the Grantor, an invitee of Joseph's Pantry, or otherwise, on the basis of race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, unfavorable discharge from military service, citizenship status or arrest record. The terms utilized in the immediately preceding sentence shall have the same meaning as defined in the Illinois Human Rights Act, codified at 775 ILCS 5/1-101, *et seq.* The Grantor shall comply with any and all

equal employment opportunity and affirmative action requirements required by federal, state or local laws, as now or hereafter amended. The Grantee shall strictly comply with each and every provision of the Equal Employment Opportunity clause required to be inserted in all contracts or agreements entered into by a unit of local government of the State of Illinois such as the Grantor by administrative regulations issued by the Illinois Department of Human Rights. A true, correct and complete copy of said Equal Employment Opportunity clause is marked as "Exhibit A," attached hereto and incorporated by reference as if fully set forth herein.

18. Subcontracts. The Grantee shall not provide any of the SERVICES required by this Agreement by means of any individuals not regularly employed by it commonly referred to as Subcontractors or Independent Contractors.

19. Qualifications. The Grantor represents and warrants that all SERVICES provided under this Agreement, including but not limited to the setup and/or operation of its dyslexia tutorial services, shall ONLY be performed by its employees and by its regular unpaid volunteers and by no other person. The Grantee further represents and warrants that its employee(s) and its unpaid volunteer(s) are completely trained and fully qualified to provide all SERVICES under this Agreement including but not limited to the setup and/or operation of the dyslexia tutorial services including but not limited to all record keeping and report drafting as required by this Agreement.


20. Licensure. Prior to undertaking any of the SERVICES required or permitted under this Agreement, the Grantor shall provide to the Grantee written proof of its current and valid license to conduct such dyslexia tutorial services in the County of Stephenson and/or State of Illinois. In the event that the Grantee's license should be canceled, suspended or revoked before he has completed all of the services required or permitted under this Agreement, then the Grantee shall inform the Grantor in writing at least twenty-four (24) hours after receiving notice of said suspension, cancellation or revocation, EXCEPT that in any event the Grantee shall notify the Grantor of such suspension, cancellation or revocation prior to initiating the setup and/or operation of the dyslexia tutorial services for residents of the Grantor on the business day immediately following the Grantee's receipt of the said Order for suspension, cancellation or revocation.

21. Access. (A) The Grantor shall at all times have reasonable access to the site of the setup and/or operation of the Food Pantry whenever it is in preparation and progress for the purposes of determining the Grantee's compliance with the provisions of this Agreement.

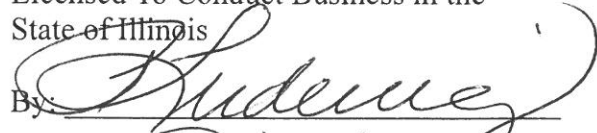
(B) The Grantor shall also be entitled to copies of such records and written materials generated by or for the Grantee in the provisions of any and all SERVICES under this Agreement for the purposes of determining the Grantee's compliance with the provisions of this Agreement. The Grantee shall deliver copies of any such document or designated material to the Grantor within Three (3) days of the Grantor's request for said document(s) as mailed to the Grantee in accordance with the provisions of Section 11 of this Agreement. Upon request by any authorized representative of the Grantor, the Grantee shall utilize reasonable efforts in an attempt to explain or clarify the meaning of the data contained in the documents or other materials delivered to the Grantor.

IN WITNESSETH WHEREOF, the parties hereto have set their hands this ____ day of February, 2018.

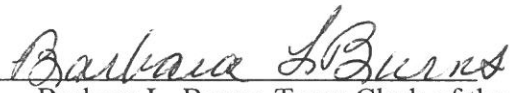
"the Grantor"
Town of Freeport, Illinois
a Unit of Local Government
of the State of Illinois

By: 
Patrick A. Sellers, Supervisor
Town of Freeport, Illinois


"the Grantee"
Children's Dyslexia Centers, Inc., a
Massachusetts Not-For-Profit Corporation
Licensed To Conduct Business in the
State of Illinois

By: 
Print Name: P. Ludewig
Print Title: Director

ATTEST:

By: 
Barbara L. Burns, Town Clerk of the
Town of Freeport, Illinois

ATTEST:

By: 
Print Name: Elizabeth Pattat
Print Title: Chief Financial officer

Approved as to Form:

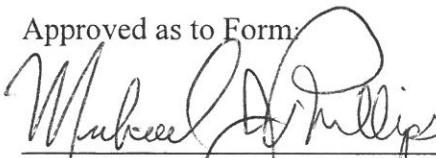

Michael J. Phillips
Town Attorney for the
Town of Freeport, Illinois

EXHIBIT A

**TITLE 44: GOVERNMENT CONTRACTS, PROCUREMENT AND PROPERTY
MANAGEMENT
SUBTITLE B: SUPPLEMENTAL PROCUREMENT RULES
CHAPTER X: DEPARTMENT OF HUMAN RIGHTS
PART 750 PROCEDURES APPLICABLE TO ALL AGENCIES
SECTION 750.APPENDIX A EQUAL EMPLOYMENT OPPORTUNITY CLAUSE**

Section 750.APPENDIX A Equal Employment Opportunity Clause

EQUAL EMPLOYMENT OPPORTUNITY

In the event of the contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause or the Act, the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the contractor agrees as follows:

- 1) That he or she will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and, further, that he or she will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.
- 2) That, if he or she hires additional employees in order to perform this contract or any portion of this contract, he or she will determine the availability (in accordance with this Part) of minorities and women in the areas from which he or she may reasonably recruit and he or she will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.
- 3) That, in all solicitations or advertisements for employees placed by him or her or on his or her behalf, he or she will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.
- 4) That he or she will send to each labor organization or representative of workers with which he or she has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the contractor's obligations under the Act and this Part. If any labor organization or representative fails or refuses to cooperate with the contractor in his or her efforts to comply with the Act and this Part, the contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations under the contract.

5) That he or she will submit reports as required by this Part, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Act and this Part.

6) That he or she will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Act and the Department's Rules and Regulations.

7) That he or she will include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

(Source: Amended at 35 Ill. Reg. 3695, effective February 18, 2011)

TOWN OF FREEPORT

Barbara L. Burns, Town Clerk

524 W. Stephenson St.
Suite 230
Freeport, IL. 61032-0612
freeporrtownship@comcast.net
815-235-8012 Work
815-235-8028 Fax

NOTICE OF REGULAR SEMI-MONTHLY MEETING OF THE TOWN BOARD OF THE TOWN OF FREEPORT

The Town Board of the Town of Freeport met on **Tuesday, February 20, 2018 at 5:30 PM** in the Stephenson County Farm Bureau located at **210 West Spring Street**, in the City of Freeport.

MINUTES

- 1. Call To Order.** Supervisor Sellers called the meeting to order at 5:30 PM.
- 2. Pledge of Allegiance** was recited and roll call taken as follows:
- 3. Roll Call:** Trustee Joy Sellers, Trustee Nickee Bender, Trustee Melinda Cook, and Supervisor Patrick Sellers. Also present was Assessor Meta Ridgway and Town Attorney Michael J. Phillips. Trustee Kathi Altensey was absent
- 4. Approval of Minutes for February 5, 2018** – Because the Supervisor's Report was left off the Agenda, Supervisor Sellers made a motion to add Supervisor's Report to the Agenda. Trustee Sellers seconded the motion. A voice vote was taken and all voted in favor of the motion and the motion was declared passed by Supervisor Sellers. A motion was made by Trustee Sellers and seconded by Trustee Cook to approve the minutes as presented for the February 5, 2018, Town Board Regular Meeting. A voice vote was taken and all voted in the affirmative. Supervisor Sellers declared the motion passed and the minutes were approved.
- 5. Approval of One Year Agreement with Benning Group for Annual Town Auditing Services** – Motion made by Trustee Sellers and seconded by Trustee Cook to approve the One Year Agreement with Benning Group for the Annual Town Auditing Services. A roll call vote was taken as follows: A roll call vote was taken as follows: Trustee Bender, yes, Trustee Sellers yes, Trustee Cook, yes, Supervisor Sellers, yes. Supervisor Sellers declared the motion.
- 6. Approval of Dyslexia Center of Freeport, IL Grant Agreement** – A Proposed Grant Agreement was distributed to the Board for review and approval. A motion made by Trustee Sellers and seconded by Trustee Cook to approve the Grant Agreement. A roll call vote was taken as follows: Trustee Bender, yes, Trustee Sellers yes, Trustee Cook, yes, Supervisor Sellers, yes. Supervisor Sellers declared the motion.

7. **Approval of Bills Payable** A motion was made by Trustee Sellers to approve the Bills Payable and seconded by Trustee Bender. A roll call vote was taken as follows: Trustee Sellers yes, Trustee Bender, yes, Trustee Cook, yes, Supervisor Sellers, yes. Supervisor Sellers declared the motion passed and the Bills Payable were approved as presented.

General Town Fund	\$ 4,236.10
General Assistance	\$ 1 840.71
Total	\$ 6,076.81

8. **Supervisor's Report:** Supervisor Sellers presented the Expenditure to Budget Report.

9. **Assessor's Report** Assessor Ridgway distributed her proposed Budget for review and discussion. The final version will be presented with the full budget to the Board at the March 5th Board of Trustees Meeting.

10. **Trustee's Report** None stated.

11. **Public Comments** (3 minutes maximum per person) None stated.

12. **Other Business** – Town Clerk Burns reminded the Board that the Annual Town Hall Meeting is April 10, 2018 at 6:05 PM. The Agenda will be presented at the next meeting for Board Approval.

13. **Adjournment till Monday, March 5, 2018 at 5:30 P.M.** Trustee Sellers made a motion to adjourn until Monday, March 5, 2018. Trustee Bender seconded the motion. A voice vote was taken and the motion passed. The meeting adjourned at 5:55 P.M.



Barbara L. Burns, Town Clerk