

RESOLUTION NO. R-2023-20

**A RESOLUTION APPROVING AND AUTHORIZING
THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING (MOU)
WITH SAFER FOUNDATION RELATIVE TO THE ROAD HOME GRANT (AUSTIN) PROGRAM
TO OPERATE THE VILLAGE OF MAYWOOD - CLEAN CITY CREW PROGRAM**

WHEREAS, the President and Board of Trustees of the Village of Maywood (the "Village Board"), operating as a home rule municipality, have all of the powers and authority granted to such municipalities pursuant to Article VII (Local Government), Sections 6 (Powers of Home Rule Units) and 10(a) (Intergovernmental Cooperation) of the Illinois Constitution of 1970, including the right to exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Village Board and the Safer Foundation ("Safer") have jointly determined that it is in the best interests of the Village of Maywood ("Village"), its residents, property owners, businesses and the public to enter into the attached Memorandum of Agreement ("MOA") relative to the Village's participation in the Road Home Grant (Austin) Program to operate the Village of Maywood - Clean City Crew Program. A copy of the MOU, which contains all of the terms, conditions and obligations that the parties will be responsible for as part of their participation in the MOU, is attached hereto as Exhibit "A" and made a part hereof; and

WHEREAS, pursuant to its home rule powers and contracting authority provided by Article VII (Local Government), Sections 6 (Powers of Home Rule Units) and 10(a) (Intergovernmental Cooperation) of the Illinois Constitution of 1970, as well as the Illinois Intergovernmental Cooperation Act (5 ILCS 220), the President and Board of Trustees of the Village of Maywood have the authority to approve and enter into the attached MOU, and find that entering into the MOU is in the best interests of the Village, its residents, property owners, business owners and the public.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, ILLINOIS AS FOLLOWS:

SECTION 1: Incorporation. Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

SECTION 2: Approval of MOU. The President and Board of Trustees of the Village of Maywood authorize and approve the execution of the attached MOU (Exhibit "A").

SECTION 3: Execution of the MOU and Approval of Financial Obligations and Other Documents. The President and Board of Trustees of the Village authorize and direct the Village President and Village Clerk, or their designees, to execute the final version of the attached MOU (Exhibit "A"), which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney, and to execute and deliver all other instruments and documents and pay all costs that are necessary to fulfill the Village's obligations under the MOU.

SECTION 4: Delivery of Signed Documents. The President and Board of Trustees of the Village direct the Village Clerk's Office, or its designee, to forward a certified copy of this Resolution and a fully executed copy of the MOU to Safer for record retention purposes.

SECTION 5: Effective Date. This Resolution shall be effective immediately upon its passage and approval, or as otherwise provided by law.

ADOPTED this 18th day of April, 2023, pursuant to a roll call vote as follows:

AYES: Mayor Booker, Trustees A. Sanchez, S. Reyes-Plummer, M. Jones, M. Lightford
A. Peppers and I. Brandon

NAYS: None

ABSENT: None

APPROVED this 18th day of April, 2023 by the Village President of the Village of Maywood and attested by the Village Clerk on the same day.

Nathaniel George Booker, Village President

ATTEST:

Gwaine Dianne Williams, Village Clerk

[SEAL]

Exhibit "A"

**MEMORANDUM OF UNDERSTANDING
WITH SAFER FOUNDATION RELATIVE TO THE ROAD HOME GRANT (AUSTIN) PROGRAM
TO OPERATE VILLAGE OF MAYWOOD - CLEAN CITY CREW PROGRAM**

(attached)

MEMORANDUM OF AGREEMENT

This MEMORANDUM OF AGREEMENT (“MOA”) is entered into by and between the Village of Maywood (“the Village”) and Safer Foundation (“Safer”). In anticipation of benefits to each party to this MOA, Safer and the Village agree to establish a partnership for the Road Home Grant (Austin), known as Road Home (“Program”), as defined in this MOA. (For convenience, Safer and the Village may sometimes hereinafter be referred to individually as a “Party” and collectively as the “Parties”.)

TERM; TERMINATION

Through this MOA, the Village agrees to commit to participating in and supporting the Program for the time period of April 24-July 6, 2023 (“Term”), unless earlier terminated pursuant to the provisions of this MOA. Either Party may terminate this MOA, with or without cause, by providing thirty (30) calendar days written notice to the other Party.

SCOPE OF WORK

The Parties hereby acknowledge that the Program is of mutual interest and benefit to the Village and Safer and will further the Village’s and Safer’s programmatic and instructional goals consistent with each institution’s mission. Now, therefore, the Parties agree as follows:

Safer’s Role and Responsibilities

Safer will provide the following services (“Clients”):

- Funding for a crew of 10 part time workers for the Village of Maywood - Clean City Crew program. Crew will work Saturday, Sunday & Monday, 8 hours each day. Clients will be paid a minimum wage equal to the city of Chicago minimum wage, \$15.40 per hour with a total of 24 hours a week.
- Enrollment and registration of program eligible clients by April 12, 2023. Clients must be hired by Pivotal Staffing. Clients must have been released from incarceration within 12-months.
- Safer will provide a supervisor for the crew, transportation to and from the clean-up sites from a central location, and all tools/uniforms/supplies for the crew.
- Safer will provide personal protective equipment (ppe) needed for the crew.
- Safer will bag all trash and debris and leave on site for the Village of Maywood pick up and disposal.
- Safer will maintain appropriate liability insurance covering the work crew.
- Safer will identify a point of contact to communicate directly with the Superintendent for the Village of Maywood.

Village’s Role and Responsibilities

The Village will provide the following services:

- The Village will grant Safer Foundation Clean City Crews written access to properties in the village for clean-up. If the site is not owned by the Village of Maywood, the village certifies that it has a legal right to access the property and grant access to Safer Foundation. The access can be in writing or via email.
- The Village will name Safer Foundation & Pivotal Staffing as insured on the Village’s liability insurance policy.

- Superintendent for Maywood will identify and communicate in writing or email the locations of the properties the Clean City Crews will clean each week.
- Village of Maywood will pick up and dispose of all garbage and other refuse bagged by the Clean City Crew at each site each day.

ADDITIONAL TERMS

- This MOA is non-exclusive and does not prohibit either Party from entering into similar agreements with other providers.
- Neither Party will discriminate against any Safer Client based on their race, creed, national origin, sex, age, ethnicity, disability, or any other legally protected classification.
- Neither Party shall be in default of this MOA to the extent that any delay or other failure to perform results from causes beyond the Party's reasonable control including, without limitation, acts of God or the government, acts of war, pandemic, sabotage or terrorism, labor disputes, strikes, vandalism, fires, floods, and severe weather conditions ("*force majeure*"). The Party claiming *force majeure* shall notify the other Party promptly of the occurrence of such event, followed by written notification within five (5) business days of providing the original notice.
- This MOA shall be governed by the laws of the State of Illinois regardless of conflict of law principles. Both Parties agree that the exclusive venue for any claim, controversy, or litigation arising from this MOA shall be Cook County, Illinois.
- This MOA constitutes the entire agreement and understanding between the Parties and supersedes any prior oral or written agreements or understandings, if any. Any changes or modifications to this MOA shall be in writing executed by the duly authorized representatives of the Parties.
- If it is found by a court of competent jurisdiction or by operation of law that a term or provision of this MOA is invalid or unenforceable, the remainder of the MOA shall be unimpaired and continue in force and effect.
- MOA may be executed in counterparts, each of which, when executed, shall constitute an original document, which together shall constitute one and the same instrument.
- Each Party shall indemnify, defend and hold harmless the other Party, its trustees, directors, officers, employees and agents from any and all claims, damages, liabilities, losses and expenses (including, without limitation, reasonable attorneys' fees) incurred by the Indemnified Party or its trustees, directors, officers, employees and agents to the extent that such claims, damages, liabilities, losses and expenses arise from or relate to the Indemnifying Party's negligence, whether by act or omission, and/or from its breach of a provision of this Agreement. Each Party agrees to waive any claims against the other for special, consequential, indirect, punitive and exemplary damages as well as economic loss or business disruption. This indemnification obligation shall survive the expiration, cancellation or termination of this MOA.
- The Parties acknowledge and agree that Safer and its employees are an independent contractor and will not be considered or treated as employees of the Village for any purpose, including, but not limited to, federal and state tax withholding purposes, as well as benefits. The Village will not make any contributions or provide coverage for unemployment compensation, workers compensation, health insurance or any other benefits on the behalf of Safer.
- Safer Clients and Safer' employees or agents under this MOA shall not in any way be considered an employee or agent of the Village, nor shall any such Safer Client or employee or agent of Safer be entitled to any fringe benefits, Worker's Compensation, disability benefits or other rights normally afforded to employees of the College.
- This MOA shall inure exclusively to the benefit of and be binding upon the Parties hereto and their respective successors, assigns, executors and legal representatives. Nothing in this MOA, expressed or implied, is intended to confer on any person other than the Parties hereto or their respective successors and assigns any rights, remedies, obligations or liabilities under or by reason of this MOA.
- This MOA shall be binding upon the Village and Safer, their successors, employees, agents and assigns, during the initial Term of this Agreement and any extensions thereof.

- This MOA shall become effective from the date and signature of both Parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Agreement in duplicate by proper persons duly authorized by the Parties:

Village of Maywood

Signature: _____

Date

Safer Foundation:

Signature: _____

Victor Dickson, President & CEO

Date

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Gwaine Dianne Williams, Clerk of the Village of Maywood, in the County of Cook and State of Illinois, certify that the attached document is a true and correct copy of that certain Resolution now on file in my office, entitled:

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which Resolution was passed by a roll call vote of the Board of Trustees of the Village of Maywood at a Special Village Board Meeting on the 18th day of April, 2023, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 18th day of April, 2023.

I further certify that the vote on the question of the passage of said Resolution by the Board of Trustees of the Village of Maywood was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Maywood, and that the result of said vote was as follows, to-wit:

AYES: Mayor Booker, Trustees A. Sanchez, S. Reyes-Plummer, M. Jones, M. Lightford
A. Peppers and I. Brandon

NAYS: None

ABSENT: None

I do further certify that the original Resolution, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Maywood, this 18th day of April, 2023.

Gwaine Dianne Williams, Village Clerk

[SEAL]