
**THE CITY OF BLUE ISLAND
COOK COUNTY, ILLINOIS**

**RESOLUTION
NUMBER 2015-040**

**A RESOLUTION AUTHORIZING EXECUTION OF SETTLEMENT
AGREEMENT RELATED TO CERTAIN LITIGATION.**

**DOMINGO F. VARGAS, Mayor
Randy Heuser, City Clerk**

| | | |
|-----------------|-----------------------|------------------------|
| 1st Ward | TOM HAWLEY | GEORGE POULOS |
| 2nd Ward | LETICIA VIEYRA | FRED BILOTTO |
| 3rd Ward | NANCY RITA | KEVIN DONAHUE |
| 4th Ward | CANDACE CARR | ALECIA SLATTERY |
| 5th Ward | JANICE OSTLING | KENNETH PITTMAN |
| 6th Ward | DEXTER JOHNSON | JAIRO FRAUSTO |
| 7th Ward | NANCY THOMPSON | JAMES JOHANSON |

Aldermen

RESOLUTION NO. 2015-040

A RESOLUTION AUTHORIZING EXECUTION OF SETTLEMENT AGREEMENT RELATED TO CERTAIN LITIGATION

Whereas, the City of Blue Island has the authority to contract and be contracted with pursuant to 65 ILCS 5/2-2-12;

Whereas, there was appropriated by the City a certain amount designated for personal injury and civil rights claims and the expenditure of a certain sum is authorized in accordance with 65 ILCS 5/8-1-6 and 65 ILCS 5/8-1-7;

Whereas, there was filed a lawsuit captioned Hernandez v. Kaczanowski, et al., 2014 L 066005;

Whereas, the Council finds it is in the best interests of the City to resolve said litigation by an amicable settlement in lieu of continued litigation and litigation related costs; and

Whereas, the parties have reached an agreement to settle all claims, known and unknown without admitting any fault or liability;

NOW AND THEREFORE, BE IT RESOLVED by the City Council of the City of Blue Island, Cook County, Illinois, as follows:

SECTION 1: SCOPE OF AUTHORITY

The authority under this Resolution shall extend to the execution of all necessary agreements required to dispose of the pending litigation referenced herein for One Hundred Seventy Five Thousand Dollars (\$175,000) payable in three installments beginning in February 2016 per the terms of the settlement agreement which shall substantially conform to the terms as set forth in Exhibit A hereto, or as otherwise approved by the Mayor upon the advice of the city attorney.

SECTION 2: AUTHORIZATION OF AGENT TO EXECUTE AND ACT IN ACCORDANCE WITH AGREEMENTS

The City Council further authorizes the Mayor or his designee to execute any and all documentation that may be necessary to carry out the intent of this Resolution. The officers, employees, and/or agents of the City shall take all action necessary or reasonably required by the City to carry out, give effect to, and consummate the intent of this Resolution.

SECTION 3: EFFECTIVE DATE

This resolution shall be in full force and effect upon its passage and approval as required by law.

ADOPTED this 8th day of December, 2015, pursuant to a roll call vote as follows:

| | YES | NO | ABSENT | PRESENT | ABSTAIN |
|-------------------|-----|----|--------|---------|---------|
| Alderman Hawley | X | | | | |
| Alderman Poulos | X | | | | |
| Alderman Vieyra | X | | | | |
| Alderman Bilotto | X | | | | |
| Alderman Rita | X | | | | |
| Alderman Donahue | X | | | | |
| Alderman Carr | X | | | | |
| Alderman Slattery | X | | | | |
| Alderman Ostling | X | | | | |
| Alderman Pittman | | | X | | |
| Alderman Johnson | X | | | | |
| Alderman Frausto | X | | | | |
| Alderman Thompson | X | | | | |
| Alderman Johanson | X | | | | |
| | | | | | |
| Mayor Vargas | | | | | |
| TOTAL | 13 | | 1 | | |

APPROVED by the Mayor on December 8, 2015.

Domingo Vargas

MAYOR OF THE CITY OF BLUE ISLAND,
COUNTY OF COOK AND STATE OF ILLINOIS

ATTESTED and Filed in my office this

8th day of December, 2015.

Randy House
CITY CLERK

SETTLEMENT AGREEMENT AND RELEASE IN FULL

I, Andrew Hernandez, in consideration of **ONE HUNDRED AND SEVENTY-FIVE THOUSAND DOLLARS (\$175,000.00)** paid by Defendant CITY OF BLUE ISLAND in three installments on **February 26, 2016, May 31, 2016 and July 29, 2016**, hereby release and discharge, and do for myself, my heirs, executors, administrators and assigns, release and forever discharge Defendants, CITY OF BLUE ISLAND, TAVIS R. KAZCANOWSKI, individually and as agent of CITY OF BLUE ISLAND, their affiliates, subsidiaries, and agents, and all other persons, firms or corporations from all claims, demands, damages, actions or causes of action, on account of personal injury resulting from an automobile accident which occurred at or near the intersection of 127th Street and Kedzie Avenue, in the City of Blue Island, County of Cook, State of Illinois, on the 11th day of February, 2013, of and for all claims or demands whatsoever in law or in equity, which I, my heirs, executors, administrators, or assigns can, shall or may have by reason of any matter, cause or thing whatsoever prior to the date hereof.

IN FURTHER CONSIDERATION of said sum so paid, I HEREBY do remise, release and forever discharge said Defendants, and their agents, servants and employees from all claims sued for in a certain cause of action entitled: *Andrew Hernandez v. City of Blue Island and Tavis R. Kaczanowski*, bearing Court Number 14 L 66005 in the Circuit Court of Cook County, Illinois, Law Division, Six Municipal District. The undersigned intends hereby to release all injuries and damages, including unknown and unanticipated injuries and damages, if any, and in signing this release has not relied upon any representations made by any person, party or agent of any person or party hereby released.

It is understood and agreed that this is a full and final release of all claims of every nature and kind whatsoever, and releases claims that are known and unknown, suspected and

unsuspected.

It is further understood and agreed that said Defendants as parties released admit no liability to ANDREW HERNANDEZ or any others, shall not be estopped or otherwise barred from asserting, and expressly reserves the right to assert any claim or cause of action such party may have against the undersigned or any others.

This Agreement constitutes a settlement of disputed claims, and does not constitute an admission of liability by Defendants. ANDREW HERNANDEZ further acknowledges and agrees that nothing in this Agreement will be considered as an admission of liability by Defendants, and this Agreement shall not be used as precedent for, or as evidence in, any claim, suit, or action, including any claim, suit, or action relating to Defendants.

ANDREW HERNANDEZ further agrees to release and hold harmless the Defendants, their affiliates, subsidiaries, and agents, from any and all known, unknown, and unanticipated liens including, but not limited to attorney's liens, medical liens, physicians liens and workmen's compensation liens.

ANDREW HERNANDEZ warrants and represents that he is not a Medicare beneficiary and has not received any Medicare benefits, has not applied for Medicare benefits, and does not intend to seek Medicare benefits for the injuries that are the subject of this Release of All Claims. The parties agree that this representation concerning ANDREW HERNANDEZ's Medicare status is a condition precedent to the payment of the amount paid in consideration for the Release of All Claims that the undersigned has executed, and, that any misrepresentation in this regard constitutes a material breach of this settlement agreement, allowing Defendants to void the settlement in its entirety and seek all settlement funds along with other consequential damages. Furthermore, ANDREW HERNANDEZ, and his counsel agree to defend, indemnify, and hold

the released parties harmless from and against any and all Medicare reimbursement claims, including any and all costs, attorneys' fees, penalties and interest incurred by the released parties in connection therewith.

ANDREW HERNANDEZ further warrants and represents that the terms of this Release shall remain confidential and shall not be disclosed or discussed with any person or entities other than the parties reflected herein, their attorneys, accountants, tax advisors, and insurers, or as otherwise required by law, and that such persons shall be told that the information must be kept confidential. Any breach of this Paragraph shall be deemed a material breach of this Release.

The Parties understand, acknowledge and agree that this Agreement constitutes the entire agreement among the Parties regarding the release, or other relinquishment, of the matters specified herein and that this Agreement may not be altered, amended, modified, or otherwise changed in any respect whatsoever, except by a duly executed writing. It is further understood and agreed that this Agreement supersedes any prior agreement.

Nothing contained herein shall be construed to be an admission of any kind by any signatory hereto. This Agreement prevails over prior communications regarding the matters contained herein between the signatories hereto or their representatives. This Agreement has been reviewed by counsel for the signatories hereto, and shall not be construed against any signatory, each signatory expressly waiving the doctrine of *contra proferentem*.

Except as provided above, this Agreement is intended to confer rights and benefits only on the Parties and no person or entity other than the Parties shall have any legally enforceable right under this Agreement. All rights and causes of action for any breach of this Agreement are hereby reserved to the Parties.

The Parties represent and warrant that they have not assigned to any other person or entity any claims released pursuant to this Agreement. If, contrary to this representation and warranty, a Party assigns or has assigned such rights to any other person or entity, that Party shall defend, indemnify, and hold harmless the other Party with respect to any claim or action brought by any assignee of any interest assigned contrary to this representation and warranty.

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

CITY OF BLUE ISLAND

By: _____

Date: _____

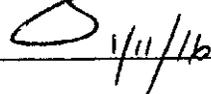
TAVIS R. KAZCANOWSKI

By: _____

Date: _____

ANDREW HERNANDEZ

By:  _____

Date:  _____

JAN 25 2016