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

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**RESOLUTION  
NUMBER 2016-011**

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

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

**1st Ward TOM HAWLEY  
2nd Ward LETICIA VIEYRA  
3rd Ward NANCY RITA  
4th Ward CANDACE CARR  
5th Ward JANICE OSTLING  
6th Ward DEXTER JOHNSON  
7th Ward NANCY THOMPSON**

**GEORGE POULOS  
FRED BILOTTO  
KEVIN DONAHUE  
ALECIA SLATTERY  
KENNETH PITTMAN  
JAIRO FRAUSTO  
JAMES JOHANSON**

**Aldermen**

**RESOLUTION NO. 2016-011**

**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 Westbrook v. Midway Storage in the Circuit Court of Cook County, against the City;

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 fifteen thousand dollars (\$15,000).

**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 12th day of **April, 2016**, pursuant to a roll call vote as follows:

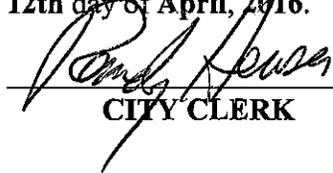
	<b>YES</b>	<b>NO</b>	<b>ABSENT</b>	<b>PRESENT</b>	<b>ABSTAIN</b>
Alderman Hawley	X				
Alderman Poulos	X				
Alderman Vieyra	X				
Alderman Bilotto	X				
Alderman Rita	X				
Alderman Donahue			X		
Alderman Carr	X				
Alderman Slattery	X				
Alderman Ostling	X				
Alderman Pittman	X				
Alderman Johnson	X				
Alderman Frausto	X				
Alderman Thompson			X		
Alderman Johanson	X				
Mayor Vargas					
<b>TOTAL</b>	12		2		

**APPROVED** by the Mayor on **April 12, 2016**.



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

**ATTESTED** and **Filed** in my office this  
12th day of **April, 2016**.



\_\_\_\_\_  
**CITY CLERK**

**SETTLEMENT AGREEMENT AND RELEASE IN FULL**

I, Christine Westbrook, in consideration of **FIFTEEN THOUSAND DOLLARS (\$15,000.00)** paid by Defendant CITY OF BLUE ISLAND in two installments on **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 Defendant, CITY OF BLUE ISLAND, its affiliates, subsidiaries, and agents, from all claims, demands, damages, actions or causes of action, on account of personal injury resulting from a slip and fall at the property commonly known as Midway Storage in Blue Island on March 13, 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 Defendant, and its agents, servants and employees from all claims sued for in a certain cause of action entitled: *Christine Westbrook v. Midway Storage and the City of Blue Island*, bearing Court Number 13 L 14420 in the Circuit Court of Cook County, Illinois, Law Division. 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 Defendant as parties released admit no liability to CHRISTINE WESTBROOK 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 Defendant. CHRISTINE WESTBROOK further acknowledges and agrees that nothing in this Agreement will be considered as an admission of liability by Defendant, 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 Defendant.

CHRISTINE WESTBROOK further agrees to release and hold harmless the Defendant, its 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.

~~CHRISTINE WESTBROOK warrants and represents that she 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.~~

~~The parties agree that this representation concerning CHRISTINE WESTBROOK's Medicare status is a condition precedent to the payment of the amount paid in consideration for the Release that the undersigned has executed, and, that any misrepresentation in this regard constitutes a material breach of this settlement agreement, allowing Defendant to void the settlement in its entirety and seek all settlement funds along with other consequential damages. Furthermore,~~

CHRISTINE WESTBROOK, and her 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.

SE  
revised  
4/12/10

CHRISTINE WESTBROOK 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.

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

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

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

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

**CHRISTINE WESTBROOK**

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

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