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

**RESOLUTION
NUMBER 2018-025**

**A RESOLUTION AUTHORIZING AND APPROVING A CONTRACT
WITH CYNTHIA HAWKINS TO PROVIDE FITNESS CLASSES AT
THE JOHN D. RITA RECREATION CENTER**

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

**DEXTER JOHNSON
LETICIA VIEYRA
NANCY RITA
TOM HAWLEY
BILL FAHRENWALD
CANDACE CARR
KENNETH PITTMAN**

**GEORGE POULOS
FRED BILOTTO
KEVIN DONAHUE
ALECIA SLATTERY
JANICE OSTLING
JAIRO FRAUSTO
NANCY THOMPSON**

Aldermen

RESOLUTION NO. 2018-025

**A RESOLUTION AUTHORIZING AND APPROVING A CONTRACT
WITH CYNTHIA HAWKINS TO PROVIDE FITNESS CLASSES AT THE
JOHN D. RITA RECREATION CENTER**

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

WHEREAS, the City plans to enter into a contract with Cynthia Hawkins to provide fitness classes at the John D. Rita Recreation Center in accordance with the terms of the contract attached hereto as Exhibit A;

WHEREAS, the appropriate city officials have considered and reviewed the insurance quotation attached as Exhibit A and find the same to be in the best interests of the City;

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

SECTION 1: AGREEMENT FORM AND TERMS AUTHORIZED

The terms and conditions as shown in the Independent Contractor Agreement to be provided by Cynthia Hawkins, attached as Exhibit A to this Resolution, are hereby approved.

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

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

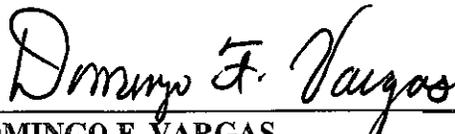
This resolution shall be in full force and effect upon its passage and approval as required by law.

(Intentionally left blank)

ADOPTED this 24th day of July, 2018, pursuant to a roll call vote as follows:

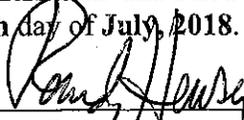
	YES	NO	ABSENT	PRESENT	ABSTAIN
Alderman Hawley	X				
Alderman Poulos	X				
Alderman Vieyra	X				
Alderman Bilotto	X				
Alderman Rita			X		
Alderman Donahue	X				
Alderman Carr	X				
Alderman Slattery	X				
Alderman Ostling	X				
Alderman Pittman	X				
Alderman Johnson			X		
Alderman Frausto	X				
Alderman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

APPROVED by the Mayor on July 24, 2018.



 DOMINGO F. VARGAS
 MAYOR OF THE CITY OF BLUE ISLAND,
 COUNTY OF COOK AND STATE OF ILLINOIS

ATTESTED and Filed in my office this
 24th day of July, 2018.



 RANDY HEUSER
 CITY CLERK

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is made effective as of _____, 2018 by and between the **City of Blue Island** ("*City*") and **Cynthia Hawkins** ("*Independent contractor*"). Independent contractor agrees to provide fitness classes to the City at the John D. Rita Recreation Center. City agrees to pay Independent contractor for services provided. In consideration of the mutual terms, conditions and covenants hereinafter set forth, City and Independent contractor agree as follows:

1. The City hereby contracts Cynthia Hawkins as an independent contractor to provide fitness classes as an independent contractor. The classes will be performed at the John D. Rita Recreation Center, Blue Island, Illinois.

2. The term of this Agreement shall commence on August __, 2018. Either party may terminate this Agreement with or without cause by providing a seven (7) day written notice to the other.

3. City shall pay to Independent Contractor and Independent Contractor shall accept from the City as total compensation for all services to be provided pursuant to this Agreement, the sum of \$ 20.00 per class conducted. Independent Contractor shall be paid once monthly for all classes conducted in the month. Independent Contractor is responsible for payment of any and all taxes attributable to the payments City makes to her.

4. Independent contractor shall provide services on Tuesdays, Wednesdays and Thursdays. Independent Contractor shall devote such time, attention and energies as required to provide acceptable fitness classes for City.

5. Cynthia Hawkins is an Independent Contractor and may engage in other business activities. Independent Contractor shall not during the term of this Agreement solicit City's employees or accounts on behalf of Independent Contractor or another entity. Independent Contractor will not engage in other business activities while at the John D. Rita Recreation Center.

6. If Independent Contractor becomes unable to perform services pursuant to this Agreement by reason of illness, incapacity or death, compensation shall cease upon the happening of the event.

7. Neither party may assign this Agreement without the express written consent of the other party.

8. Independent Contractor is an Independent Contractor and nothing contained in this Agreement shall be deemed or interpreted to constitute the Independent Contractor as a partner, agent or employee of the City. Neither party shall have any authority to bind the other.

9. It is agreed between the parties there are no other agreements or understandings between them relating to the subject matter of this Agreement. This

Agreement supersedes all prior agreements, oral or written, between the parties and is intended as a complete and exclusive statement of the agreement between the parties. No change or modification of this Agreement shall be valid unless the same is in writing and signed by the parties.

10. All notices required or permitted to be given hereunder shall be in writing and may be delivered personally or by Certified Mail - Return Receipt Requested, postage prepaid, addressed to the party's address as set forth on the signature page.

11. Prior to providing any fitness classes, Independent contractor must provide a Certificate of General Liability Insurance in an amount acceptable to City naming the City of Blue Island and its officials as additional insureds, with an endorsement included which names the City as an additional insured.

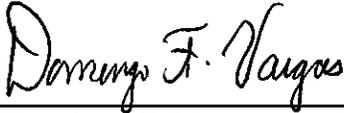
12. This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois.

The parties hereto have caused this Agreement to be executed as of the date first above written.

Dated: August __, 2018

CITY OF BLUE ISLAND
13051 Greenwood Avenue
Blue Island, IL 60406

CYNTHIA HAWKINS

By: 
Domingo F. Vargas, Its Mayor

COPY

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Dated: August __, 2018

CITY OF BLUE ISLAND
13051 Greenwood Avenue
Blue Island, IL 60406

By: _____

Domingo F. Vargas

Domingo F. Vargas, Its Mayor

CYNTHIA HAWKINS

Cynthia Hawkins