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

**RESOLUTION
NUMBER 2020-003**

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN
AGREEMENT WITH MAUREEN O'DEA, A LICENSED
ENVIRONMENTAL HEALTH PRACTITIONER (LEHP), FOR
CONTRACTING SERVICES FOR THE CITY OF BLUE ISLAND.**

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

**DEXTER JOHNSON
FRED BILOTTO
NANCY RITA
TOM HAWLEY
MICHAEL MECH
CANDACE CARR
ALECIA SLATTERY**

**ANNETTE ALEXANDER
WILLIAM CAZARES
KEVIN DONAHUE
BILL FAHRENWALD
JOHNNY RINGO HILL
RAEANN CANTELO-ZYLMAN
JAMES KLINKER**

Aldermen

RESOLUTION NO. 2020 -003

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH MAUREEN O'DEA, A LICENSED ENVIRONMENTAL HEALTH PRACTITIONER (LEHP), FOR CONTRACTING SERVICES FOR THE CITY OF BLUE ISLAND.

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 an agreement with Maureen O'Dea for contracting health services for the City of Blue Island

WHEREAS, the appropriate city officials have considered and reviewed the agreement 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 Agreement 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 the attached Contracting Health Agreement with Maureen O'Dea, a Licensed Environmental Health Practitioner (LEHP), and 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 28th day of January, 2020, pursuant to roll call as follows:

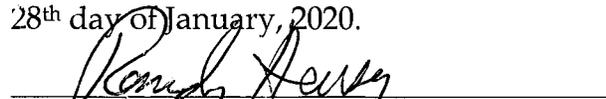
	YES	NO	ABSENT	PRESENT	ABSTAIN
Alderman JOHNSON	X				
Alderman ALEXANDER	X				
Alderman BILOTTO	X				
Alderman CAZARES	X				
Alderman RITA			X		
Alderman DONAHUE			X		
Alderman HAWLEY	X				
Alderman FAHRENWALD	X				
Alderman MECH	X				
Alderman HILL			X		
Alderman CANTELO-ZYLMAN	X				
Alderman CARR	X				
Alderman SLATTERY			X		
Alderman KLINKER	X				
Mayor DOMINGO F. VARGAS					
TOTAL	10		4		

APPROVED: this 28th day of January, 2020.



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

ATTESTED and Filed in my office this
28th day of January, 2020.



CITY CLERK

EXHIBIT A

**CONTRACTING HEALTH AGREEMENT (PER DIEM CONSULTING AGREEMENT) WITH
MAUREEN O'DEA, A LICENSED ENVIRONMENTAL HEALTH PRACTITIONER (LEHP)**

PER DIEM CONSULTING AGREEMENT

THIS AGREEMENT effective this 15th day of January, 2020 by and between the City of Blue Island (the “City”) and Maureen O’Dea (the “Consultant”) as approved, and adopted, and ratified at the meeting of the City Council held on January 14, 2020.

IT IS AGREED AS FOLLOWS:

1. Consulting Agreement. Maureen O’Dea agrees to provide health inspection services as a per diem Consultant for the City of Blue Island commencing January 15, 2020 and terminating at the close of the business day on January 15, 2021. The health inspection services will be provided as needed by the City on an inspection by inspection basis. The parties agree the Consultant is an independent contractor and not an employee of the City of Blue Island.

2. Duties. The Consultant agrees that during the period of this agreement Consultant will perform health inspections and related duties as assigned by the City. The Consultant may examine public documents, inspect public establishments, and verify public establishments are in compliance with public health standards pertaining to federal, state, county, and local regulations. The Consultant shall prepare health inspection reports for the City, maintain inspection records on files at the City, evaluate data pertaining to the inspections, and maintain a correspondence with the City concerning permits and violations. The Consultant shall advise on all matters pertaining to the operations of the health department. The Consultant’s per diem employment shall conform to the operational policies of the City.

3. Compensation. The Consultant shall be paid \$50.00 per health inspection, which will be assigned by the City. The Consultant shall furnish to the Building Official an accounting of a conducted inspection to obtain payment for the service provided for a specific inspection. The accounting shall also contain a brief description of the task completed.

4. Confidentiality. The Consultant hereby agrees to maintain confidentiality of any and all information obtained during the term of this Agreement as required by the City and all applicable laws. Consultant agrees that all inspection reports, documentation concerning the inspection reports and correspondence concerning inspection reports will be the property of the City.

6. Contract Termination. This Agreement may be terminated by either party for any reason with fourteen (14) days' notice to the other party.

7. Miscellaneous.

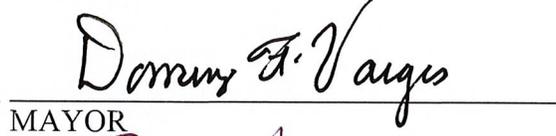
- (a) This Agreement has been executed in Illinois, and shall be governed in accordance with the laws of the State of Illinois in every respect and any lawsuit alleging its breach shall be filed in the Circuit Court of Cook County, Illinois.
- (b) Paragraph headings and numbers have been inserted for convenience of reference only, and if there shall be any conflict between any such headings or numbers and the text of this Agreement, the text shall control.
- (c) This Agreement contains all the terms agreed upon by the parties with respect to the subject matter of this Agreement and supersedes all prior contracts, agreements, arrangements and communications between the parties concerning such subject matter, whether oral or written.
- (d) If any provision of this Agreement is held to be contrary to law, the remaining provisions shall continue to be enforceable pursuant to law.
- (e) Any modifications or amendments to this Agreement shall be in writing and attached as an Addendum executed by the Consultant and the Council.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names and in the case of the City, by its Mayor and City Clerk, in their official capacities, effective on the day and year first above written.

CONSULTANT

CITY OF BLUE ISLAND


MAUREEN O'LEA


MAYOR


CITY CLERK