STATE OF ILLINOIS  

COUNTY OF COOK  

COUNTY OF WILL  

CLERK'S CERTIFICATE  

I, KRISTIN A. THIRION, the duly elected and qualified Village Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois, do hereby certify that attached hereto is a true and correct copy of the Resolution now on file in my office, entitled:

RESOLUTION NO. 2017-R-038

A RESOLUTION AUTHORIZING THE EXECUTION OF A BENEFITS AGREEMENT WITH MICHAEL PRAINITO

which was passed by the Board of Trustees of the Village of Tinley Park at a regular meeting held on the 1st day of August, 2017, at which meeting a quorum was present, and approved by the President of the Village of Tinley Park on the 1st day of August, 2017.

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

AYES: Younker, Pannitto, Berg, Brady, Glotz, Mangin

NAYS: None

ABSENT: None

I do further certify that the original Resolution, of which the attached 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 Tinley Park, this day of , 2017.

_________________________
Village Clerk
RESOLUTION NO. 2017-R-038

A RESOLUTION AUTHORIZING THE EXECUTION OF A
BENEFITS AGREEMENT WITH MICHAEL PRAINITO

WHEREAS, the Village of Tinley Park, Cook and Will Counties, Illinois, is a Home Rule Unit
pursuant to the Illinois Constitution of 1970; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties,
Illinois, have considered entering into a Benefits Agreement, a true and correct copy of such Benefits
Agreement being attached hereto and made a part hereof as EXHIBIT 1; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties,
Illinois, have determined that it is in the best interests of said Village of Tinley Park that said Agreement be
entered into by the Village of Tinley Park;

NOW, THEREFORE, Be It Resolved by the President and Board of Trustees of the Village of
Tinley Park, Cook and Will Counties, Illinois, as follows:

Section 1: The Preambles hereto are hereby made a part of, and operative provisions of, this
Resolution as fully as if completely repeated at length herein.

Section 2: That this President and Board of Trustees of the Village of Tinley Park hereby find
that it is in the best interests of the Village of Tinley Park and its residents that the aforesaid "Agreement" be
entered into and executed by said Village of Tinley Park, with said Agreement to be substantially in the form
attached hereto and made a part hereof as EXHIBIT 1.

Section 3: That the President and Clerk of the Village of Tinley Park, Cook and Will Counties,
Illinois are hereby authorized to execute for and on behalf of said Village of Tinley Park the aforesaid
Agreement.
Section 4: That this Resolution shall take effect from and after its adoption and approval.

ADOPTED this 1st day of August, 2017, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES: Younker, Pannitto, Berg, Brady, Glotz, Mangin

NAYS: None

ABSENT: None

APPROVED this 1st day of August, 2017, by the President of the Village of Tinley Park.

Village President

ATTEST:

Deputy Village Clerk
EXHIBIT 1
BENEFITS AGREEMENT

This Benefits Agreement ("Agreement") made this 1st day of April, 2017, is made and entered into between Michael Prainito and the Village of Tinley Park ("Village"); collectively "Parties".

WITNESSETH:

WHEREAS, Michael J. Prainito was first hired by the Village of Tinley Park as a police officer on March 10, 1997; and

WHEREAS, in 2008, Michael Prainito sustained a neck injury during a foot pursuit of an offender; and

WHEREAS, effective November 3, 2011, Michael Prainito was awarded a Duty Disability Pension and Public Safety Employee Benefits Act ("PSEBA"; 820 ILCS 320/1 et seq.) benefits as a result of his in the line of duty injury. Said PSEBA benefits provided Michael Prainito health care coverage under the PPO: Blue Cross Blue Shield of Illinois (Family Coverage) plan with the Village of Tinley Park covering the costs of the premiums at one hundred percent (100%) consistent with the relevant provisions of PSEBA; and

WHEREAS, on September 20, 2016, the Village passed Ordinance 2016-O-054 amending Title III of the Tinley Park Village Code by creating a new chapter, Chapter 44 entitled "Eligibility procedure under the Public Safety Employees Benefits Act". In passing this Ordinance, the Village declared that PSEBA beneficiaries would be entitled to the basic group plan identified, presently, by the Village as BlueAdvantage HMO Plan while allowing beneficiaries the right to elect an alternative group health plan available to all Village employees subject to the beneficiary covering the different in premium costs above the identified basic group plan to the Village; and

WHEREAS, at the time the aforementioned Ordinance was passed, Michael Prainito was the sole PSEBA beneficiary in the Village; and

WHEREAS, without any admission as to fault, liability or wrongdoing or as to the validity of the other parties' positions, and to avoid litigation expense and the uncertainty inherent to all parties in a trial over the change in benefits for Michael Prainito, the parties to this Agreement desire to forever resolve and compromise all of the claims asserted or which could have been asserted from the beginning of time through the Effective Date of this Agreement, with prejudice, upon the terms set forth below;

NOW THEREFORE, in consideration of the premises and the promises, covenants and agreements contained in this Agreement, the parties agree as follows:

1. The foregoing recitals are hereby incorporated in this Section One as if said recitals were fully set forth herein.
of this Agreement; (v) fully understand their rights to discuss all aspects of this Agreement with an attorney of their choice and have availed themselves of this right; (vi) are voluntarily executing this Agreement of their own free act for the purpose of inducing the referred to in this Agreement; and (vii) no payment or consideration has been promised to them for entering into and signing this Agreement which is not specified in this Agreement.

16. **Execution of Agreement.** This Settlement Agreement and Release may be executed in counterparts (including counterparts transmitted by facsimile or electronic mail) and each part, when executed, shall have the efficacy of an original.

**IN WITNESS WHEREOF,** the parties have executed this Settlement Agreement and Release of All Claims as of the day and year first above written.

Michael J. Preambulo
Print: **MICHAEL PREANTO**
Date: **08/31/17**

Village of Tinley Park
Print: **Jacob C. Vandenberg**
Title: **Village President**
Date: **August 1, 2017**
### Michael Prainito

**DOB**

Age 65

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<th>Plan Type</th>
<th>Current Monthly Village Cost</th>
<th>Total Months to 65</th>
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<td>PPO Family</td>
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<tr>
<td>HMO Advantage Family</td>
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<td>Additional Cost for PPO</td>
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<td><strong>61,970</strong></td>
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<tr>
<td><strong>Village @ 50%</strong></td>
<td>284.69</td>
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**Prainito Monthly cost**
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<tr>
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Total Village cost for PPO coverage to age 65

Total Village cost for HMO BAE coverage to age 65

Total Village cost for Prainito to retain PPO Family to age 65

Total Village cost for coverage (HMO BAE & 50%) to age 65  454,017.35  704,122.59