



Angelo "Skip" Saviano
Village President
Gina Pesko
Village Clerk
Paul A. Volpe
Village Manager
Michael Durkin
Village Attorney

Trustees
Alan T. Kaminski
Jeff Sargent
Anthony Del Santo
Angelo J. Lollino
Jonathan L. Zivojnovic
Bina Conte

Mr. Jared Rutecki
jrutecki@wttw.com

May 9, 2023

RE: Freedom of Information Act Request

Dear Mr. Rutecki,

On May 1, 2023 you submitted a Freedom of Information Request for the following records:

"All contracts between Elmwood Park and the International Pure Water Company"

Please see the attached documents responsive to your request.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

Gina Pesko, Village Clerk
Freedom of Information Officer
Village of Elmwood Park
708-452-3948

ORDINANCE NO. 2021-70

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE
VILLAGE OF ELMWOOD PARK AND INTERNATIONAL PURE WATER, INC.
FOR THE PURCHASE OF WATER FILTRATION PRODUCTS

PASSED AND APPROVED BY THE
PRESIDENT AND BOARD OF TRUSTEES
THIS 1st DAY OF NOVEMBER, 2021

Published in pamphlet form by
Authority of the Corporate
Authorities of Elmwood Park, Illinois
the 1st day of November, 2021

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VILLAGE OF ELMWOOD PARK AND INTERNATIONAL PURE WATER, INC.
FOR THE PURCHASE OF WATER FILTRATION PRODUCTS**

WHEREAS, Section 2-110(d) of the Village Code of the Village of Elmwood Park ("the Village") authorizes the corporate authorities of the Village of Elmwood Park to waive, by two-thirds vote of all trustees then holding office, the competitive bidding requirements of Section 2-110(d) of the Village Code; and

WHEREAS, the corporate authorities of the Village of Elmwood Park ("Village") find it advisable, necessary and in the best interest of the public to waive the competitive bidding requirement of Section 2-110(d) of the Village Code and to enter into an agreement with International Pure Water, Inc. for the purchase of water filtration pitchers and related products.

NOW, THEREFORE, BE IT ORDAINED, by the President and Board of Trustees of the Village of Elmwood Park, Cook County, Illinois, as follows:

Section 1. Pursuant to the provisions of Section 2-110(d) of the Code of the Village of Elmwood Park, the corporate authorities of the Village of Elmwood Park hereby waive advertising for competitive bids and hereby approve an agreement with the International Pure Water, Inc. for the purchase of water filtration pitchers and related products, a copy of which is attached hereto as Exhibit "A" and made a part hereof (the "Agreement").

Section 2. The corporate authorities of the Village hereby approve the Agreement and the Village Manager is hereby authorized and directed to execute the Agreement on behalf of the Village of Elmwood Park.

Section 3. This Ordinance shall be in full force and effect upon its passage and approval as required by law.

ADOPTED this 1st day of November, 2021.

AYES:	<u>6</u>
NAYS:	<u>0</u>
ABSENT:	<u>1</u>


VILLAGE PRESIDENT

ATTEST:


VILLAGE CLERK

EXHIBIT "A"

International Pure Water (IPW)-Elmwood Park Implementation Plan

International Pure Water and their groundbreaking water filtration Nanotechnology, has a comprehensive and multifaceted approach to accomplishing our Elmwood Park public health initiative to stop lead contamination of drinking water. We are targeting local schools, businesses, churches, medical offices and community organizations to maximize public awareness and participation. IPW will utilize this plan to facilitate participant registration, filter fulfillment, recurrent cartridge replacement, and delivery logistics for Elmwood Park residents. Each of the following sections consist of initial introductions, execution plans, and follow-up.

Schools:

- The mayor's office will reconnect with the school superintendent and a follow-up meeting will be arranged for corporate principal and project manager.
 - o The mayor's office will also contact private school principals.
- IPW will then connect with school administrators directly
- These introductions to the respective school's principal will be made by the superintendent
 - o We will discuss the specifics of our implementation plan
 - o This will consist of:
 - Distributing our information pamphlets
 - QR codes
 - Temporary tattoos
 - Stickers to the students
 - o Corporate associates will be responsible for collection and delivery of all materials to schools
 - Pamphlets with QR codes
 - Flyers to post around school campuses
 - Stickers and temporary tattoos for younger students.
 - This will be of our mascot Wiley the Water Drop
 - o IPW's corporate associates will call these schools prior to drop off to determine whether they will be dropped off at the school office or individual classrooms
 - o We will also be adding a registration portal to the school's "virtual backpack"
 - This is a school operated online space for parents to access needed resources.
 - Creation of verbiage for digital backpack will be handled by IPW marketing
 - It will discuss the public health initiative and will contain a link for registration.
 - This will be sent to school administrators individually for approval
 - o We will also discuss the possibility of appearing at school assembly functions for brief introductions to our public health initiative.
 - o Additionally, we can discuss access to school social media accounts for initiative education and registration.

- We will also strategize access and introductions to parent teacher organizations
 - Those potential meetings will be handled by IPW's corporate principal and project manager
- The mayor's office will also make introductory call to the private school
 - The project associate will make appropriate meeting times to be conducted by corporate principal and project manager.
- Calls to schools (public and private) will be made by project associates
- Meetings will be conducted by corporate principal and project manager

Target Schools:

Elmwood Park High School
 Elmwood Park Middle School
 Elmwood Park Elementary
 John Mills Elementary
 Saint Celestine Elementary

Follow-up calls to school administrators will be done by the project manager for appropriate feedback to ensure proper execution of distribution plans, effectiveness of the intervention, and any improvements that can be suggested.

Businesses:

Local businesses will play a key role in this public health initiative. Being hubs of the community, we can place strategic registration points to boost awareness and citizen participation.

- The mayor's office will compose a list of businesses and potentially make introductory calls.
- IPW Marketing will create:
 - A standing QR code that can go next to cash registers etc.
 - Take-away materials resembling postcards for registration
 - For residents who prefer registering with pen and paper
 - IPW pamphlet will contain clear language for quick reading and information briefly describing the initiative as well as QR Codes and information to register online
 - IPW will create table stands for appropriate restaurants.
- IPW will follow up with visits to local businesses by project associates.
- IPW project associates will deliver materials to businesses and discuss most effective uses of their space with our material.

IPW project associates will make follow-up calls after approximately two weeks to obtain feedback and make any changes necessary.

Churches:

Churches are an integral part of the Elmwood Park community. The endorsement of the lead contamination public health initiative by religious leaders could have a massive impact on registration and participation.

- The mayor's office will make introductory calls to local churches on our behalf.
- IPW's project manager will follow up with calls to arrange for meetings.
- IPW's project manager and/or corporate principal will conduct meetings with church administrators and/or clergy.
- Depending on an individual church's preference IPW can:
 - o Set up registration tables around religious services
 - o Make brief presentations after religious services,
 - o Can arrange for the leaders to distribute QR codes, pamphlets, and stickers around religious services.
 - o We will utilize same pamphlets etc. as for businesses.
- Discussing potential projects with church service organizations to potentially facilitate registration.
 - o Such meetings will be handled by IPW's project manager and project associates.
- IPW will follow up with churches to obtain feedback and make any necessary changes.

Local Churches:

St. Celestine Catholic Church
Phone: (708)-453-2355

Grace Church
Phone: (708)-453-4897

United Methodist Church
Phone: (708) 453-6087

Elmwood Park Community Church
Phone (708)-453-4012

Zoar Lutheran Church
Phone (708)-453-6486

New Horizon Temple:
Phone: (708)-452-2255

Old Church English
(708)-583-0334

Medical Offices

All doctors agree that any exposure to lead is dangerous and is exponentially more detrimental for children. Accordingly, International Pure Water plans to interface with local medical professionals, specifically pediatricians, obstetricians, and internist, to raise awareness for our lead contamination public health initiative.

- The mayor's office will make preliminary calls to local physician offices to inform them of our public health initiative
- IPW will then follow up with in person visits with the doctors and office staff. This will be conducted by IPW's project associates.
- After the meetings, appropriate material will be distributed to physician offices by project associates.
 - o Materials can be dropped off at the time of visit with IPW project associate.
- Materials for internists and obstetricians will be same materials used for churches and businesses for adults.
 - o Pamphlets
 - o QR codes
 - o Registration postcards
- Materials for pediatricians will be a combination of those for children and teenagers including the stickers and removable tattoos.
- Follow-up calls by project associates to be made in approximately two weeks to obtain feedback and suggestions for necessary changes

Community Service Organizations

Community organizations may be very amenable to helping stop lead poisoning in Elmwood Park by participating in our initiative as part of their service missions.

- The mayor's office will make introductions to local community service organizations on our behalf
 - o IPW's project manager and corporate principal will follow up to arrange in-person meetings
- Meetings are to explore how each organization could meaningfully collaborate with IPW on spreading public awareness and registration
- IPW's Project associates will then distribute the pamphlets, QR codes, stickers, temporary tattoos required by individual service organizations consistent with their potential collaborative plans
- Will also discuss the possibility of setting up registration tables at any of their community events

Local Organizations:

Italian-American's War Veterans Association

Phone: (708)-456-1872

Knights of Columbus- Elmwood Park

Phone: (773)-237-4937

Chicago Northwest Rotary Club

Phone: (773) 406-4143

Montclare Kiwanis Organization

Phone: (708)-453-7654

Oak Park Rotary Club

Phone: (708)-358-2634

Montclare-Elmwood Park Lions Club

Phone: Not listed

Fulfillment

- Once an Elmwood Park resident completes their registration, they will be automatically enrolled in the subscription plan
- This automatically triggers fabrication and mailing of their filter unit and initial cartridge to their home.
- At the two month point of the three-month lifespan cartridge cycle, the residence will receive a postmarked return box along with the replacement cartridge sent directly to their residence.
- The box will be used to return the used cartridge to IPW for cleansing and reuse.
- At the subsequent two month point of the future three month cycles this automated process will be repeated
- All deliveries will utilize UPS/FedEx shipping with delivery confirmation and electronic updates on shipping status

Additional Logistical needs:

- A 24-hour IPW helpline will be established for any citizen questions, concerns, and logistical issues
- IPW will determine a location for receiving and storage of registration materials prior to distribution

SUPPLY AGREEMENT

This Supply Agreement (this "**Agreement**") is made and entered into as of November 1st, 2021 (the "**Effective Date**"), by and between *International Pure Water, Inc.* with offices at 5426 S. Valley View Blvd. Ste. 102, Las Vegas, NV 89119 ("**Supplier**"), and the *Village of Elmwood Park*, with offices at 11 Conti Parkway, Elmwood Park, IL 60707 ("**Elmwood Park**"). Elmwood Park and Supplier are each referred to as a "**Party**" and are collectively referred to as the "**Parties**."

RECITALS

A. Supplier is in the business of selling its proprietary water filtration pitcher (the "**Products**") and related products.

B. Elmwood Park desires to purchase the Products from Supplier from time to time, subject to and in accordance with the terms and conditions of this Agreement, as part of a Pilot program, to determine the efficacy of the Products.

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. SUPPLY; OTHER SERVICES.

1.1 Agreement to Supply. Subject to the terms and conditions of this Agreement, during the term of this Agreement, Supplier will supply Elmwood Park with the Products, and Elmwood Park will purchase Products ordered from Supplier pursuant to Orders (defined in Section 3) placed by Elmwood Park from time to time, not to exceed 500 units of the Product (the "**Units**") for distribution by Supplier to Elmwood Park's designated recipients (the "**End Users**"). In consideration of the product price set forth in Section 2.1, for each Product purchased under this Agreement, the End User shall be entitled to, and Supplier shall supply, (i) one unit of the Product, and (ii) four sets of filters for the Product (the "**Filters**"), which shall be shipped to the End Users by the Supplier four times in approximate 16-week intervals following the initial shipment of the Product to the End Users.

1.2 Other Supplier Services. During the term of the Agreement, Supplier shall provide all shipping, logistics, fulfillment, customer service and End User experience related to the Products.

1.3 Non-Exclusivity. The Parties acknowledge and agree that the relationship created hereby shall be non-exclusive, and that Elmwood Park is free to purchase Products from other suppliers and vendors, and Supplier is free to sell Products to other purchasers.

2. PRICING AND PAYMENT TERMS.

2.1 Product Pricing; Purchase Commitment. The price of each unit of the Product shall be \$220.00, which shall (i) include the four initial Filters, and (ii) be an all-inclusive, fixed price for the Product, including delivery and shipping costs, to Elmwood Park's designated End Users.

2.2 Payment Terms. Supplier will issue an invoice to Elmwood Park promptly following the start of each calendar month during the term of the Agreement, which shall specify, in reasonable detail, the number of units of the Products purchased by Elmwood Park for its End Users in the

immediately prior month. Elmwood Park shall pay such invoices within thirty (30) days following Supplier's delivery of such invoice. In addition to all other remedies set forth herein, Supplier reserves the right to charge interest on any amounts which are past due at the rate of 1.5% per month or the highest rate allowed by law, whichever is lower.

2.3 Taxes. Notwithstanding the foregoing, Elmwood Park will pay all taxes and duties that are assessed by any national, federal, state or local governmental authority on Elmwood Park's purchase or use of the Products, including, without limitation, sales, use, excise, value-added and withholding taxes, but excluding any taxes based on Supplier's income or gross receipts.

3. **ORDERING AND DELIVERY.** Elmwood Park or its End Users may order Products by submitting orders to Supplier in writing or through email or otherwise (each an "**Order**"), not to exceed 500 units. End Users shall not be permitted to order more than one (1) Product per the End User's Elmwood Park residence. If a conflict arises between this Agreement and any other particular Order, the terms of this Agreement shall govern. Supplier will ship the Products FOB Elmwood Park's delivery location(s) designated in the applicable Order. Supplier will be responsible for arranging all necessary transportation, packaging, insurance, and customs clearance and export documentation, as applicable, and for pre-payment of all costs and charges related thereto (collectively, "**Shipping Costs**"). Supplier will bear all risk of loss or damage to the Products and will retain title to the Products until the Products are delivered to the delivery location designated in the applicable Order.

4. **WARRANTY.** The Supplier warrants that the Products will reduce the concentration of lead in Elmwood Park tap water, post-filtration, by 99.9%.

5. **INDEMNITY.** Elmwood Park will indemnify, defend and hold harmless Supplier and its affiliates and each of their respective officers, directors, shareholders, employees, agents, successors and assigns (the "**Supplier Indemnified Parties**") against any and all losses, obligations, liabilities, damages, actions, settlements, judgments and reasonable costs and expenses which the Supplier Indemnified Parties may incur or suffer (including, but not limited to, reasonable legal fees) as a result of claims by third parties to the proportionate extent arising out of or related to (a) the gross negligence or intentionally wrongful conduct of Elmwood Park, (b) the storage, handling, modification, distribution, use, marketing or sale of the Products, or (c) any failure by Elmwood Park and/or its affiliates to comply with any applicable law or regulation related to the storage, handling, modification, distribution, use, marketing or sale of the Products.

6. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL SUPPLIER BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL INDIRECT OR SPECIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF REVENUE, LOSS OF BUSINESS OR BUSINESS OPPORTUNITY, OR OTHER SIMILAR FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE, USE OF OR INTERRUPTED USE OF THE PRODUCTS OR THIS AGREEMENT.

7. **TERM; TERMINATION.** This Agreement will commence on the Effective Date and will continue in effect for an initial term of one (1) year, or once Elmwood Park has purchased 500 units, whichever occurs first, unless earlier terminated in accordance with the terms of this Agreement. This Agreement is terminable by either Party at any time, with or without cause, effective upon notice to the other Party. Upon the expiration or termination of this Agreement, Elmwood Park shall be obligated to pay Supplier for all unpaid Products shipped prior to such expiration or termination of this Agreement, which shall be paid no later than thirty (30) days following the date of the termination or expiration of this

Agreement. Termination or expiration of this Agreement shall not act as a waiver of any breach of this Agreement and shall not act as a release of either Party for any liability or obligation incurred under this Agreement through the effective date of such termination or expiration. Provisions of this Agreement which are either expressed to survive its termination or, from their nature or context it is contemplated that they are to survive such termination, shall remain in full force and effect notwithstanding such termination.

8. GENERAL.

8.1 Assignment. Neither Party may assign or transfer this Agreement, in whole or in part, by operation of law or otherwise, without the prior written consent of the other Party, except that no consent will be required for an assignment by either Party in connection with a merger, acquisition, corporate reorganization, or sale of all, or substantially all, of such Party's assets. Any attempted assignment in violation of this Section will be null and void and of no force or effect. Subject to the foregoing, this Agreement will bind and inure to the benefit of each Party's permitted successors and assigns.

8.2 Governing Law. This Agreement shall be governed by and construed under the laws of the State of Illinois, without regards to conflicts of law principles; provided, however, the Parties agree that the United Nations Convention on contracts for the International Sale of Goods shall not be used to govern or construe this Agreement. Each Party expressly consents to the exclusive jurisdiction of the federal, state and local courts serving Cook County, Illinois, to govern all disputes arising out of this Agreement.

8.3 Severability. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, then such provision will automatically be adjusted to the minimum extent necessary in order to comply with the requirements for validity or enforceability, and as so adjusted, will be deemed a provision of this Agreement as though originally included herein. In the event that the provision held invalid or unenforceable is of such a nature that it cannot be so adjusted, such provision will be deemed deleted from this Agreement as though such provision had never been included herein. In either case, the remaining provisions of this Agreement will remain in full force and effect.

8.4 Notices. All notices, demands, requests and other communications required or permitted under this Agreement will be in writing and will be delivered in person, by nationally recognized courier service, by facsimile or by registered or certified mail (postage prepaid, return receipt requested) and, in all cases, will be deemed to have been duly given or made upon receipt. All such notices, demands, requests and other communications will be delivered to the Parties at the addresses set forth on the first page of this Agreement (or at such other address for a Party as will be specified by like notice).

8.5 Relationship Between the Parties. The relationship between the Parties will be that of independent contractors and nothing in this Agreement is intended to nor will establish any relationship of partnership, joint venture, employment, franchise, agency or other form of legal association between the Parties. Neither Party will have, nor represent to any third party that it does have, any power or authority to bind the other Party or incur any obligations on the other Party's behalf.

8.6 Force Majeure. The inability of any party to commence or complete its obligations hereunder resulting from delays caused, directly or indirectly, by strikes, pandemics, insurrection, floods, fire, riots, acts of God, war, emergencies, acts or threats of terrorism, shortages, or unavailability of materials, or other causes beyond the Parties' reasonable control (a "*Force Majeure Event*"), must be promptly communicated to the other Party in writing and will excuse non-performance and extend the

period for performance of the obligations for a period equal to the period of any such delay, to the extent such Force Majeure Event could not have been avoided by the exercise of reasonable precautions and so long as the affected party uses its commercially reasonable efforts to ameliorate the effects of the Force Majeure Event.

8.7 General. The failure by either Party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision. Section headings are a matter of convenience and will not be considered part of this Agreement. This Agreement has been negotiated by the Parties, which have had reasonable access to legal counsel. This Agreement will be fairly interpreted in accordance with its terms, without any construction in favor of or against either Party as a result of having drafted any particular provision. Except as expressly set forth in this Agreement, the exercise by either Party of any of its remedies under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise. This Agreement, including its exhibits and attachments, constitutes the entire and exclusive understanding and agreement between the Parties regarding its subject matter and supersedes any and all previous understandings and agreements, whether written or oral, regarding such subject matter. Any modification or amendment of any provision of this Agreement will be effective only if in writing and signed by duly authorized representatives of both Parties. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. All faxed or electronic signatures shall be considered as original signatures for the purpose of binding all Parties to this Agreement.

9. **PROMOTIONAL MATERIALS.** Any promotional materials that are to be used by Supplier in marketing the Products to End Users or to other residents of the Village of Elmwood Park shall require the pre-approval of the Village Manager of Elmwood Park or his designee.

10. **CERTIFICATION.** This Agreement is subject to the Supplier's execution of the Contractor's Certification Form, attached hereto.

[Signature Page Follows]

By: Paul Vigne By: Ronald Silver
Name: Paul Vigne Name: Ronald Silver
Title: Village Manager Title: Chief Executive Officer
Date: November , 2021 Date: November , 2021

CONTRACTOR'S CERTIFICATION FORM

The assurances hereinafter made by INTERNATIONAL PURE WATER, INC. (hereinafter the "Contractor") are each a material representation of fact upon which reliance is placed by the Village of Elmwood Park in entering into the contract with the Contractor. The Village of Elmwood Park may terminate the contract if it is later determined that the Contractor rendered a false or erroneous assurance.

I, Ronald Silver, hereby certify that I am the

(Name of Owner or Officer) of Chief Executive Officer
(Title or Office)
INTERNATIONAL PURE WATER, INC., and as such, hereby
represent and warrant to the
(Name of Contractor)

VILLAGE OF ELMWOOD PARK, a municipal corporation,
(hereinafter the "Village") that the Contractor and its shareholders
holding more than five percent (5%) of the outstanding shares of the
corporation, its officers and directors are:

- (a) not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
- (b) not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or 33E-4 (bid-rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);
- (c) not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1.

In addition, the Contractor hereby represents and warrants to the Village, that:

- (A) the Contractor, pursuant to 30 ILCS 580/1 *et seq.* ("Drug-Free Workplace Act"), will provide a drug-free

possession, or use of a controlled substance including cannabis, is prohibited in the Contractor's workplace;

- b. Specifying the actions that will be taken against employees for violations of such prohibition;
- c. Notifying the employee that, as a condition of employment on such Contract, the employee will;
 - i. Abide by the terms of the statement;
 - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

(2) Establishing a drug-free awareness program to inform employees about:

- a. the dangers of drug abuse in the workplace;
- b. the Contractor's policy of maintaining a drug-free workplace;
- c. any available drug counseling, rehabilitation, and employee assistance program; and
- d. the penalties that may be imposed upon employees for drug violations;

(3) Making it a requirement to give a copy of the statement required by Subsection (A)(1) to each employee engaged in the performance of the Contract, and to post the statement in a prominent place in the workplace;

(4) Notifying the Village within ten (10) days after

or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5;

- (6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place;
 - (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section;
- (B) the Contractor has not excluded and will not exclude from participation in, denied the benefits of, subjected to discrimination under, or denied employment to any person in connection with any activity funded under the contract on the basis of race, color, age, religion, national origin, disability, or sex;
- (C) no Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of any interest in the Contractor; or, if the Contractor's stock is traded on a nationally recognized securities market, that no Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of more than one percent (1%) of the Contractor, but if any Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of less than one percent (1%) of such Contractor, the Contractor has disclosed to the Village in writing the name(s) of the holder of such interest;
- (D) no officer or employee of the Village has solicited any gratuity, discount, entertainment, hospitality, loan,

CODE OF THE VILLAGE OF ELMWOOD PARK;

- (E) the Contractor has not given to any officer or employee of the Village any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of Section 2-8A-3 of the Municipal Code of the Village of Elmwood Park;
- (F) neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person;
- (G) the Contractor acknowledges that, pursuant to the provisions of the Illinois Freedom of Information Act, (5 ILCS 140/1 *et seq.*), documents or records prepared or used in relation to work performed under this agreement are considered a public record of the Village; and therefore, within thirty (30) days of completion of the work required of the Contractor under this agreement, the Contractor shall produce to the Village, in electronic format, all records that directly relate to the governmental function performed by the Contractor under this agreement at no additional cost to the Village; and furthermore, the Contractor shall review its records and promptly produce to the Village any additional records in the Contractor's possession which the Village requires in

If any certification made by the Contractor or term or condition in this contract changes, the Contractor shall notify the Village in writing within seven (7) days.

Dated: November 1st, 2021

Contractor:
INTERNATIONAL PURE WATER, INC.

By:

Ronald Silver
CEO Chief Executive Officer
(Name of Owner or Officer) (Title or Office)

STATE OF South Carolina
COUNTY OF Beaufort) ss.

I, the undersigned, a notary public in and for the State and County aforesaid,, hereby certify that Ronald Silver known to me to be the Chief Executive Officer
(Name of Owner or Officer) (Title or Office)

of International Pure Water, Inc., appeared before me this day in person and,
(Name of Contractor)

being first duly sworn on oath, acknowledged that he executed the foregoing certification as his free act and deed.

Dated: November 1st, 2021

Notary Public

