

## SETTLEMENT AGREEMENT AND MUTUAL RELEASE

THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE (the "Agreement") is made and entered into this \_\_\_ day of June, 2019 between the CITY OF ROCHELLE, an Illinois municipal corporation ("the City"), and the OGLE COUNTY CIRCUIT COURT CLERK (hereinafter "the Clerk"). City and Clerk are jointly referred to herein as the "Parties."

### Recitals

- A. The City's police department issues certain citations related to overweight truck violations.
- B. The Clerk collects and distributes monies collected from overweight truck violation citations and distributes the proceeds to the State of Illinois and the City.
- C. The City and the Clerk have a dispute over the propriety of the overweight truck violation citation fine distributions for the years 2015-2017 to City (the "Claim").
- D. Without admitting or denying liability by either Party, and in an effort to amicably resolve this matter without the need for litigation, the Parties have reached a settlement of the Claim under the terms and conditions set forth in this Agreement.

### Settlement Agreement

In reliance upon the above Recitals and in consideration of the mutual promises and covenants contained herein, the sufficiency of which are hereby acknowledged, and in full satisfaction and settlement of the rights and obligations of the parties to each other, the Parties hereby agree as follows:

1. **Recitals**. The Recitals are incorporated herein.
2. **Payment**. The Clerk agrees to pay to the City the total sum of Ten Thousand Four Hundred and Seventy-three and No/100ths Dollars (\$10,473.00.00) within thirty (30) days of the approval and execution of this Agreement by the City.
3. **Mutual Release**. Subject to the terms and conditions hereof and upon Clerk's full, timely and complete performance of its obligations hereunder, the City, including its officials, employees, agents, successors and assigns, hereby agree to release and forever discharge the Clerk, including its elected official, officers, representatives, employees, agents, successors and assigns, from all claims, demands, damages, breaches, liabilities, controversies, rights, liens and causes of action of any kind or nature whatsoever, whether in contract or tort, arising out of or in any way related to the Claim.

The Clerk, including its, elected official, officers, representatives, employees, agents, successors and assigns, hereby releases and forever discharges the City, including its principals, partners, representatives, employees, agents, successors and assigns from all claims, demands, damages, breaches, liabilities, controversies, rights, liens and causes of action of any kind or nature whatsoever, whether in contract or tort, arising out of or in any way related to the Claim.

The releases set forth herein shall only apply to overweight truck violation citations fine distributions for fines collected and due in the years 2015-2017.

4. **Non-Admission.** The Parties understand and agree that the settlement of the Claim is made for the purpose of settlement and compromise only, to avoid the cost and expense, uncertainty and time associated with litigation, and without any admission by either Party as to fault, liability or wrongdoing, all of which are expressly denied.

This Agreement is not and shall not be construed as evidence of or an admission by any party hereto that any claim or fact which could be alleged by the others is true or correct. Neither this Agreement nor any of its terms shall be offered or received in evidence in any action or proceeding or utilized in any manner whatsoever by either Party, or any third-party as an admission or concession of liability or wrongdoing or any nature on the part of the parties hereto.

5. **Entire Agreement.** This Agreement contains the entire understanding by and between the Parties and supersedes any and all prior understandings, agreements or representations, either oral or written, between them.
6. **Time.** Time is of the essence.
7. **Binding Effect.** This Agreement will be binding upon and inure to the benefit of the Parties and their respective former and current elected officials, officers, agents, employees, representatives, predecessors, successors and assigns.
8. **Jurisdiction.** All claims arising out of this Agreement must be brought in the Circuit Court of Ogle County, Illinois. The laws of the State of Illinois will govern the interpretation and enforcement of this Agreement, except for its choice of law provisions.
9. **Severability.** If any court of competent jurisdiction holds any provision of this Agreement or portion thereof to be invalid or unenforceable, then the remaining portions of that provision and remaining provisions of the Agreement shall be severed and shall be deemed to be valid and enforceable.
10. **Counterparts & Faxes.** This Agreement may be signed in counterparts, all of which shall be deemed as original. Also, fax signatures shall have the same force and effect as original signatures.

11. **Waiver.** The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver of any such provision, or prevent such Party thereafter from enforcing such provision or any other provision of this Agreement.
12. **No Presumption Against Drafting Party.** This Agreement shall not be construed or interpreted for or against either Party because said Party drafted any of its provisions.
13. **Attorneys' Fees.** Any and all costs (including, but not limited to filing fees, summons fees, deposition costs and supplementary proceeding costs) and attorneys' fees (including but not limited to attorney, law clerk and paralegal fees) spent to enforce this Agreement may be recovered by the prevailing Party.
14. **ACKNOWLEDGMENT.** EACH PERSON SIGNING THIS AGREEMENT AGREES THAT HE OR SHE HAS THE AUTHORITY TO EXECUTE THIS AGREEMENT, HAD THE OPPORTUNITY TO BE REPRESENTED BY COUNSEL, HAS READ AND UNDERSTANDS THIS AGREEMENT IN ITS ENTIRETY, AND ENTERS INTO THIS AGREEMENT OF HIS OR HER FREE CHOICE AND INTENDS TO BE BOUND BY THIS AGREEMENT.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands the day and year first above written.

**The CITY OF ROCHELLE, an Illinois  
Municipal Corporation.**

**OGLE COUNTY CIRCUIT COURT CLERK**

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

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

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

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