THE CITY OF CHICAGO BOARD OF ETHICS

In the Matter of:)	Case No. 24027.IG
Maurizio Inzerra,))	
Respondent)	

AGREEMENT

This Agreement is made and entered into between the Chicago Board of Ethics ("Board") and Maurizio Inzerra ("Respondent"), an employee of the Chicago Police Department ("CPD"), pursuant to §2-156-385(4) of the City of Chicago Governmental Ethics Ordinance ("Ordinance"). On April 14, 2025, after an investigation by the City's Office of Inspector General ("OIG"), the Board found that the Respondent violated §2-156-110(a), §2-156-160(a)(2) and (a)(9) of the Ordinance and advised Respondent of this finding. Pursuant to the terms of this Agreement set forth below, Respondent agrees not to pursue his right to have the matter heard before an Administrative Law Judge as provided in §§2-156-385 and -392 the Ordinance. Instead, the parties agree to the following terms to resolve this matter:

RECITATION OF RELEVANT FACTS

- (1) Respondent is employed by the CPD and currently holds the rank of Lieutenant.
- The evidence in the OIG investigation showed that: (i) at all relevant times, Respondent, while a City employee, was simultaneously the President and owner of a private company, Innovative Security Solutions ("Innovative Security"); (ii) Innovative Security held a subcontract with CohnReznick since December 4, 2020; (iii) CohnReznick has a contract through June 2025 with the City's Department of Aviation ("CDA") for integrity monitoring services for the O'Hare 21 Project ("O'Hare 21"); (iv) CohnReznick identified Innovative Security as part of its subcontracting team on O'Hare 21; (v) Respondent's company received over \$528,000 from this subcontract since 2021; (vi) Respondent held an impermissible financial interest in City business; (vii) Respondent failed to provide information about Innovative Security's subcontract with CohnReznick on his Statements of Financial Interests ("FIS") that the filed with the Board in 2021, 2022, 2023, and 2024.
- (3) Respondent cooperated with the OIG during their investigation.
- (4) On February 10, 2025 the Board found probable cause of the above violations of the Ordinance and then notified the Respondent.
- (5) The Respondent and his counsel met with the Board at the Board's April 14, 2025 meeting and also provided written materials, which the Board reviewed.

- At its April 14, 2025 meeting, the Board, considering the entire factual record before it, (6)voted unanimously to find that Respondent violated §2-156-110(a) of the Ordinance. entitled "Interest in city business," four (4) times, §2-156-160(a)(2), entitled "Content of statements" three (3) times, and §2-156-160(a)(9), entitled "Content of statements" one (1) time and assessed a total fine of \$69,000, and, on April 15, 2025, sent Respondent written notice of its findings.
- On April 28 2025, Respondent sent a written communication to the Board requesting to (7)settle this matter with the Board for a fine of \$34.000.
- At its May 12, 2025 meeting, the Board reviewed Respondent's request and unanimously (8)voted to settle this matter with Respondent for a reduced fine of \$50,000. Staff communicated this to Respondent.
- On May 16, 2025, Respondent sent a written communication to the Board requesting to (9) settle this matter with the Board for a fine of \$42,000 to be paid in equal payments over two (2) years.
- At is June 16, 2025 meeting, the Board reviewed Respondent's request and unanimously (10)voted to deny the Respondent's request for a fine reduction but agreed to a two (2) year payment plan of the \$50,000 fine.

STATEMENT OF RELEVANT LAW

Municipal Code of Chicago (MCC) §2-156 Governmental Ethics

§2-156-110(a). Interest in city business. Except with respect to the participation of Eligible Persons in Eligible Programs, no...employee shall have a financial interest in his own name or in the name of any other person in any contract, work or business of the City, or in the sale of any article, whenever the expense, price or consideration of the contract, work, business or sale is paid with funds belonging to or administered by the city, or is authorized by ordinance...

§2-156-010(l). "Financial interest" means an interest held by an ... employee that is valued or capable of valuation in monetary terms with a current value of more than \$1,000.00...

§2-156-160(a)(2) Contents of Statements.

Statements of financial interests shall contain the following information ... The nature of any...services rendered by the reporting individual...in which the reporting individual...has a financial interest...and the name and nature of the person or entity to whom...such services were rendered if...compensation in excess of \$5,000 was received...and the entity was doing business with the City...

§2-156-160(a)(9) Contents of Statements.

Statements of financial interests shall contain the following information ... The name and interest of ownership in any person conducting business in the City...

§2-156-465. Sanctions.

(b)(7) Violation of Chapter provisions. Any person who violates any other provision of this chapter, where no other fine is specifically provided, shall be subject to a fine of not less than \$1,000.00 and not more than \$5,000.00 for each offense. [in effect until October 1, 2022]

(b)(5) Violation of Chapter provisions. Any person who violates any other provision of this chapter, where no other fine is specifically provided, shall be subject to public censure by the Board and a fine of not less than \$500.00 and not more than \$20,000 for each offense; provided that the Board may also impose a fine equal to the financial benefit an official or employee realized from the violation, if higher. [in effect October 1, 2022]

BOARD CONCLUSIONS AND DETERMINATIONS

- At its February 10, 2025 meeting, based on the evidence adduced in the record of this matter, including the investigative report issued by the OIG and pursuant to §2-156-385 of the Ordinance, the Board voted unanimously to conclude that: (i) at all relevant times, Respondent, while a City employee, was simultaneously the President and owner of a private company, Innovative Security Solutions ("Innovative Security"); (ii) Innovative Security held a subcontract with CohnReznick since December 4, 2020; (iii) CohnReznick has a contract through June 2025 with the City's Department of Aviation ("CDA") for integrity monitoring services for the O'Hare 21 Project ("O'Hare 21"); (iv) CohnReznick identified Innovative Security as part of its subcontracting team on O'Hare 21; (v) Respondent's company received over \$528,000 from this subcontract since 2021; (vi) Respondent held an impermissible financial interest in City business; (vii) Respondent failed to provide information about Innovative Security's subcontract with CohnReznick on his Statements of Financial Interests ("FIS") that the filed with the Board in 2021, 2022, 2023, and 2024.
- The Board voted unanimously at its February 2025 meeting that there was probable cause to conclude that Respondent violated §2-156-110(a) of the Ordinance, entitled "Interest in city business," four (4) times, §2-156-160(a)(2), entitled "Content of statements" three (3) times, and §2-156-160(a)(9), entitled "Content of statements" one (1) time, and sent written notice to Respondent that it had found probable cause, and apprised Respondent of his rights to meet with the Board, with counsel if desired, and/or to present written evidence, arguments, or materials attempting to rebut the Board's findings.
- (13) At its April 14, 2025 meeting, Respondent and his counsel met with the Board and also provided written materials, which the Board reviewed.
- (14) Respondent maintains that at all times he believed his conduct complied with the Ordinance. Respondent states that Innovative Security has cancelled its contract with CohnReznick.
- (15) Respondent did not seek confidential advice from the Board of Ethics regarding this matter.

- At its April 14. 2025 meeting, the Board, considering the entire record before it, voted unanimously to find that Respondent violated §2-156-110(a) of the Ordinance, entitled "Interest in city business," four (4) times, §2-156-160(a)(2), entitled "Content of statements" three (3) times, and §2-156-160(a)(9), entitled "Content of statements" one (1) time §2-156-018, and to assess a total fine of \$69,000, and sent Respondent written notice that it would like to settle this matter with Respondent, and, if a settlement could not be reached, the Board would pursue this fine in a confidential administrative hearing pursuant to §§2-156-385 and -392 of the Ordinance.
- (17) On April 29, 2025, Respondent, through counsel, stated that he would like to settle this matter with the Board for a fine of \$34,000.
- (18) On May 12, 2025, the Board unanimously voted to agree to settle this matter for a reduced fine of \$50,000.
- (19) On May 16, 2025 Respondent, through counsel, stated that he would like to settle this matter with the Board for a fine of \$42,000 to be paid in equal payments over two (2) years.
- (20) At is June 16, 2025 meeting, the Board reviewed Respondent's request and unanimously voted to deny the Respondent's request for a fine reduction but agreed to a two (2) year payment plan of the \$50,000 fine.

TERMS OF THE SETTLEMENT AGREEMENT

The above fact recitation, statement of law and Board conclusions and determinations are incorporated into and made a part of this Agreement.

- The parties agree to enter into this Agreement to resolve all factual and legal issues that arose in this matter and to reach a final disposition without the necessity of an evidentiary hearing, pursuant to §2-156-392 of the Ordinance, to determine whether the Respondent violated the Ordinance.
- In recognition of the foregoing, the Respondent agrees to pay a total fine of \$50,000 to the Board as follows: (i) \$5,000 payment is to be paid within thirty (30) days of this Settlement Agreement being approved by the Board; (ii) \$20,000 payment is to be paid on or before July 1, 2026; and (iii) a \$25,000 payment is to be paid on or before July 1, 2027. All payments shall be by money order, cashier's, personal or certified check, made payable to the "City of Chicago." The payments shall be made at 740 N. Sedgwick, Suite 500, Chicago, IL 60654. If the Board has not received any such payment by its due date, Respondent shall pay interest of nine percent (9%) per annum on the unpaid balance until paid-in-full; provided, however, that no interest shall be due and owing that is greater than provided for in 815 ILCS 205/4.
- (23) Respondent acknowledges that the Board shall make this Agreement public, pursuant to §2-156-385(4), and, except as may be provided by applicable law, all writings or records

with respect to the settlement agreement or its negotiations in the Board's possession will remain confidential.

- Respondent confirms that he has entered into this Agreement freely, knowingly and intentionally, without coercion or duress; and, after being represented by an attorney of his choice, accepts all the terms and conditions contained herein without reliance on any other promises or offers previously made or tendered by any past or present representative of the Board. Respondent confirms that he fully understands all the terms of this Agreement. The terms of this Agreement are contractual and not mere recitals. If any of the provisions of this Agreement shall be found invalid or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- Respondent understands and voluntarily waives and assigns, on his and his successors' behalf, any and all: (i) procedural rights under the City's Municipal Code, including a merits hearing pursuant to §2-156-392 of the Ethics Ordinance, or to subpoena witnesses to testify, confront and cross-examine all witnesses; and (ii) rights to commence any judicial or administrative proceeding or appeal before any court of competent jurisdiction, administrative tribunal, political subdivision or office of the State of Illinois or the United States, arising out of Respondent having a prohibited financial interest in a City contract, as stated above.
- Respondent releases and holds harmless the Board and its staff from any potential claims, liabilities, and causes of action arising from the Board's enforcement and settlement of the violation described in the Agreement, and agrees not to contest the lawfulness, authority, jurisdiction, or power of the Board in imposing the sanction which is embodied in this Agreement, and the right to make any legal or equitable claim or to initiate legal proceedings of any kind against the Board, or any members or employees thereof, relating to or arising out of this Agreement or the matters recited herein.
- (27) At its July 14, 2025 meeting, the Board determined by a unanimous vote that it approves the Agreement, and the Board must execute and date the Agreement before the Agreement becomes effective.
- (28) Respondent agrees that failure to comply with the terms of this Agreement constitutes a breach of the Agreement and that the Board can either proceed to a hearing on the merits or take any other action as permitted by law to collect any unpaid balance and accrued interest.
- (29) In consideration of Respondent's full compliance with all of the terms pursuant to this Agreement, the Board waives any further penalties or fines against Respondent for any further proceedings with the Board arising out of the investigation and/or recommendations described in this Agreement.
- (30) The Agreement contains the entire agreement between the Board and Respondent, and it may not be modified unless the modified Agreement is re-executed and re-dated by both

parties. This Agreement is entered into in the State of Illinois and shall be construed and interpreted in accordance with its laws.

(31) This Agreement shall not be effective until all partie	es have affixed their signature below.
Dated as executed below:	
FOR THE CITY OF CHICAGO BOARD OF ETHICS	
SE NIGO	7.14.2025
Steven I. Berlin, Executive Director	Date
Ryan Cortazar, Vice Chair	7-14-2025 Date
FOR THE RESPONDENT	
	8-12-2025
Maurizio Inzerra, Respondent	Date
ftu Vis	8/13/25
Steven Grimes, Respondent's Attorney	Date