

RESOLUTION NO. R-24-01

A RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH J.M. ROONEY CONSULTING, INC. TO PROVIDE VILLAGE ADMINISTRATOR SERVICES TO THE VILLAGE OF CAMPTON HILLS

WHEREAS, the Village of Campton Hills (the “Village”) is a duly organized an existing municipal corporation created under the provisions of the laws of the State of Illinois, and may exercise powers pertaining to its local governmental affairs; and

WHEREAS, the Village desires to utilize J.M. Rooney Consulting, Inc., a municipal government employment firm (the “Company”), to assist the Village with providing an employee of the Company to provide Village Administrator services to the Village; and

WHEREAS, the Village desires to enter into an agreement with the Company to provide such services (the “Agreement”); and

WHEREAS, the Village President and Board of Trustees have determined it is in the best interest of the Village to enter into this Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF CAMPTON HILLS, KANE COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Incorporation. Each recital above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

SECTION 2: Approval of Agreement and Execution of Documents. The Village President and Board of Trustees hereby approve the Agreement, attached hereto as Exhibit A and incorporated herein, and further authorize and direct the Village President and the Village Clerk, or her designee, to: (1) execute on behalf of the Village the attached Agreement, and (2) after consulting with the Village Attorney, execute and deliver all other instruments, documents and forms, and to take such other actions, as are necessary to effectuate the terms of the Agreement.

SECTION 3: Payment and Execution of Documents. The Village President and Board of Trustees also authorize and direct the Village Treasurer, the President and the Village Clerk, or their designees, to execute and deliver all other instruments and documents and to pay all costs that are necessary to fulfill the Village’s obligations under the Agreement.

SECTION 4: Delivery of Signed Documents. After approval and execution of this Resolution, the Village Clerk, or her designee, shall retain a certified copy of this Resolution for record retention purposes.

SECTION 5: Effective Date. This Resolution shall become effective after its passage and approval as provided by State law.

ADOPTED this 6th day of February, 2024, pursuant to a roll call vote as follows:

	AYES	NAYES	ABSENT	ABSTAIN
Trustee Nicolas Boatner	X	_____	_____	_____
Trustee Janet Burson	X	_____	_____	_____
Trustee Jim McKelvie	X	_____	_____	_____
Trustee Mike Millette	X	_____	_____	_____
Trustee Ed Muncie	X	_____	_____	_____
Trustee Timothy Morgan, Sr.	X	_____	_____	_____
President Barbara Wojnicki	_____	_____	_____	_____

Barbara Wojnicki

Barbara Wojnicki, Village President

ATTEST:

Tracy Johnson

Tracy Johnson, Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

CLERK'S CERTIFICATE

I, Tracy Johnson, Clerk of the Village of Campton Hills, in the County of Kane and State of Illinois, certify that the attached document is a true and correct copy of that certain Resolution now on file in my office, entitled:

RESOLUTION NO. R-24-01

**A RESOLUTION AUTHORIZING EXECUTION OF AN
AGREEMENT WITH J.M. ROONEY CONSULTING, INC.
TO PROVIDE VILLAGE ADMINISTRATOR SERVICES TO THE VILLAGE OF CAMPTON HILLS**

which Resolution was passed by a roll call vote of the Board of Trustees of the Village of Campton Hills at a Regular Village Board Meeting on the 6th day of February, 2024, at which meeting a quorum was present, and approved by the President of the Village of Campton Hills on the 6th day of February, 2024.

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

AYES: TRUSTEES BOATNER, BURSON, MCKELVIE, MILLETTE, MORGAN, MUNCIE

NAYS: _____

ABSENT: _____

I do further certify that the original Resolution, of which the foregoing 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 Campton Hills, this 6th day of February, 2024.



Tracy Johnson, Village Clerk

AND J.M. ROONEY CONSULTING, INC.
TO PROVIDE VILLAGE ADMINISTRATOR SERVICES

This Agreement (the "Agreement") is dated this 6th day of February 2024 (the "Effective Date"), by and between the Village of Campton Hills, Kane County, Illinois, an Illinois municipal corporation, (the "Village") and J.M. Rooney Consulting, Inc. (the "Company"). The Village and the Company are at times referred to collectively in this Agreement as the "Parties" or individually as a "Party".

WHEREAS, the President and Board of Trustees (the "Corporate Authorities") of the Village desire to retain the services of the Company to provide an employee (the "Assigned Employee"), known to the Parties as J. Mark Rooney, to perform all of the customary duties of the Village Administrator of the Village, in accordance with the applicable provisions of the Illinois Municipal Code, Section 1-7A-1 of the Campton Hills Village Code ("Village Code"), Section 1.10 of the Campton Hills Personnel Policies Manual, and this Agreement; and

WHEREAS, the Corporate Authorities find that the Assigned Employee meets the educational and work experience qualifications to provide Village Administrator services to the Village; and

WHEREAS, the Company desires to provide the Assigned Employee to the Village to provide the services of a Village Administrator for the Village pursuant to the terms of this Agreement, and states that the Employee is qualified and capable of performing the duties and responsibilities of the Village Administrator position, and that the Assigned Employee agrees to use his best efforts, skills, abilities and training to perform all of the customary duties of Village Administrator, in accordance with the applicable provisions of the Illinois Municipal Code, Section 1-7A-1 of the Campton Hills Village Code ("Village Code"), Section 1.10 of the Campton Hills Personnel Policies Manual, and this Agreement; and

WHEREAS, the Village has the authority to enter into this Agreement pursuant to Sections 5-3-7 and 8-1-7 of the Illinois Municipal Code (65 ILCS 5/5-3-7 and 8-1-7).

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, and for other good and valuable considerations, the receipt and sufficiency of which are mutually acknowledged by the Parties to this Agreement, it is agreed by and between the Parties as follows:

SECTION 1: INCORPORATION

The statements set forth in each Whereas paragraph above are incorporated into this Section 1 as if fully set forth and shall be material terms of this Agreement.

SECTION 2: APPOINTMENT; DUTIES

Pursuant Section 5-3-7 of the Illinois Municipal Code (65 ILCS 5/5-3-7) and Section 8-1-7 of the Illinois Municipal Code (65 ILCS 5/8-1-7), the Corporate Authorities agree to enter into this Agreement with the Company, so that the Company may provide the Assigned Employee to the Village to serve as the full-time Village Administrator of the Village. The Company shall provide only the Assigned Employee named in this Agreement to provide these services to the Village. The Assigned Employee agrees to perform all duties of the Village Administrator, as may be described by the Village Code for the Village of Campton Hills and the Village Personnel Policies Manual, as either may be amended from time to time, other legal enactments, or as directed by the Village President, including but not limited to working as the Village Administrator during regular business hours, as well as outside of normal business hours on an as-needed basis. The Assigned Employee is expected to work primarily at Village Hall on a daily basis but may also work remotely +/- twenty percent (20%) of the regular work week with Village President approval. The Assigned Employee is expected to attend all Village Board meetings (and related closed session meetings), committee, commission and other board meetings as required (and related closed session

meetings), to attend other events as is required of him as a representative of the Village, and to perform any additional tasks or services within the scope of duties of the Village Administrator, subject to the provisions contained in this Agreement.

For illustrative purposes, the Parties acknowledge and agree that the Assigned Employee's duties shall include, but are not limited to: (a) overseeing all planning, zoning, building and development services provided by the Village; (b) overseeing the administrative operations of the Village; (c) working with the Village Board and all other Village commissions and committees (d) implementation of strategic initiatives of the Village; (e) providing administrative and management support services for existing Village staff and operations; (f) providing recommendations for operational efficiencies and improvements of the Village; (g) attending all regular and special meetings of the Village Board, unless excused by the Village President; (h) submitting such reports as directed by the Village relative to the management and monitoring of all current and future projects; (i) responding to emergencies in the Village and directives of the Village President and Board on an emergency basis; and (j) attending to any additional duties agreed upon by the Parties. All services performed by the Assigned Employee under the terms of this Agreement are strictly advisory in nature. The Assigned Employee shall have no power or authority to execute any agreements or contracts for or on behalf of the Village in any other manner. In order to perform under this Agreement, 2,100 hours per year shall be devoted by the Assigned Employee to the services set forth herein to accomplish all duties to the satisfaction of the Village. The hours per year provided in this Section incorporate the Village's holiday schedule when Village facilities are closed.

SECTION 3: NO EMPLOYMENT RELATIONSHIP CREATED

The Company agrees and understands that the providing of an Assigned Employee to furnish the services of Village Administrator to the Village does not create an employment relationship with the Village between the Company and the Village, or between the Assigned Employee of the Company and the Village, and that the Village may terminate the services of the Company or the Assigned Employee and this Agreement at any time and for any reason, subject to the provisions noted below. The Company agrees and understands that the Employee does not have the right to receive any type of progressive discipline prior to the termination of this Agreement, and the Company waives any and all claims to a contract right of employment having been created by this Agreement or any Village Code provision or the Village of Campton Hills's Personnel Policy Manual or any State law. Nothing in this Agreement shall prevent, limit or otherwise interfere with the rights of the Village to terminate the services of the Company or the Assigned Employee at any time, subject only to the provisions set forth herein. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Company to terminate this Agreement with the Village, subject only to the provisions herein. Should any entity not a party to this Agreement or federal or State governmental agency seek, by any means, to have the Assigned Employee and the Village (or either of them) declared to be or to assume the liabilities of a joint employer, the Parties agree to resist such efforts by such legal means as are at their disposal. Despite such resistance by the Parties, should it be determined by a court or administrative agency of competent jurisdiction that the Parties are joint employers, the Parties agree that they will cooperate to the extent required by law and the terms of this Agreement to fulfill the joint obligations resulting from such a determination.

SECTION 4: EFFECTIVE DATE/TERM

In accordance with Section 8-1-7 of the Illinois Municipal Code (65 ILCS 5/8-1-7), this Agreement shall become effective immediately upon approval and execution by both Parties ("Effective Date"), and the duration of this Agreement, unless terminated earlier by mutual consent or by either Party, or further extended by mutual written agreement of the Parties, shall extend from the Effective Date to May 30, 2025.

SECTION 5: EXTENSION/TERMINATION

A. Extension

Upon Agreement of the Parties, this Agreement may be extended or renewed prior to the May 30, 2025 termination date, with thirty (30) days written notice of intent by the Village to the Company to extend said agreement.

B. Termination by Company

The Company may terminate the agreement without cause, only upon written notice to the Village of thirty (30) days. During said thirty (30) days, the Company shall continue to provide the Assigned Employee named in this Agreement to the Village to fulfill the services of Village Administrator for the Village. Notwithstanding anything to the contrary in this Section, the Company may terminate this Agreement before the expiration date of the Term on written notice if Village fails to pay any amount when due hereunder and such failure continues for fifteen (15) days after Village's receipt of written notice of nonpayment.

C. Mutual Termination by Failure of Company to Provide Assigned Employee

If the Company is unable to provide the Assigned Employee named in this Agreement to the Village at any time during the term of this Agreement, due to death, illness or disability rendering the Assigned Employee unable to fulfill the duties of Village Administrator, or due to the Company's unwillingness to provide the Assigned Employee to the Village to provide these services for any other reason, this Agreement shall terminate immediately, with no continuing obligation of the Village to pay the Company for any further services.

D. Termination By Village

The Village may terminate this Agreement at any time prior to the termination date, with written notice to the Company. Upon said termination the Village, the Village shall compensate the Company for two (2) weeks of regular payment as denoted in this Agreement, unless the termination is made by the Village due to the material breach of the Company of the Agreement, or the Assigned Employee's violation of the Village Code, Village Personnel Policies Manual, or any state or local statute or regulation.

SECTION 6: COMPENSATION

In consideration of the Company providing the Assigned Employee to perform all of the duties required of the Village Administrator, the Village agrees to provide the Company with the payment set forth below:

A. Compensation

The Company shall be paid at the monthly rate of thirteen thousand, five hundred dollars (\$13,500.00) to provide the Assigned Employee to provide Village Administrator services to the Village (the "Compensation"). This Compensation amounts to twelve thousand (\$12,000.00) per month in pay, plus one thousand, five hundred dollars (\$1,500.00) per month as additional overhead cost for payment of additional expenses associated with the Assigned Employee's services to the Village (i.e., vehicle/transportation costs, personal health insurance, all payroll tax liabilities, and other insurance coverages required). This Compensation may be adjusted in accordance with one or more annual or periodic performance reviews of the Assigned Employee conducted by the Corporate Authorities or as agreed to by the Village and the Assigned Employee. The Assigned Employee shall be provided with a Village-owned cell phone, at no expense to the Employee, which shall remain the property of the Village. The Assigned Employee shall not be eligible for, or receive any benefit included in the Village's health insurance group plans, life insurance group plan, IMRF or any other deferred compensation plan. Every thirty (30) days during the term of this Agreement,

the Company will invoice in writing the Village for the fees owed under this Agreement. Within thirty (30) days following receipt of such invoice, the Village must pay all invoiced amounts by check, wire transfer or electronic funds transfer to the Company to an account as designated on the invoice. Additionally, the Assigned Employee shall be paid for all Village observed holidays, shall be permitted eight (8) sick days per twelve (12) month period, and twenty-five (25) days of vacation per 12-month period, the use of which shall be authorized by the Village President.

B. Professional Organization Membership

The Village shall pay for the Assigned Employee's annual membership fee to the Illinois City/County Management Association (ILCMA) and the International City/County Management Association (ICMA) and attendance at both the state and annual conference of both of these organizations (not to exceed \$10,000 in total for these benefits).

C. Reimbursements

The Company agrees that advance approval by the Village President is required before the Assigned Employee incurs any expenses for which he seeks reimbursement from the Village. The Company acknowledges that the Village shall not be liable for any costs incurred by it in connection with any services provided under this Agreement that are outside of the scope of this Agreement unless directed by the Village President.

D. Workers' Compensation

To the extent required by applicable law, the Company will maintain in effect workers' compensation coverage covering the Assigned Employee's work. The Company agrees to assume all risk of death, illness and injury relative to the Assigned Employee performing any Services under this Agreement. It is understood and agreed that the Village shall be under no obligation to reimburse or indemnify the Company for the workers compensation claims of the Assigned Employee and the Company agrees to not seek any such reimbursement and/or indemnification.

E. Performance Reviews

As it may be applicable, the Assigned Employee may receive one or more performance reviews conducted by the Corporate Authorities. Compensation may be increased by an amount determined by the Corporate Authorities, in their sole discretion, upon satisfactory performance by the Assigned Employee. The failure of the Corporate Authorities to conduct an annual performance review shall not be a breach or violation of this Agreement.

F. Exempt Employee

The Company agrees that the Assigned Employee is an exempt employee under the Fair Labor Standards Act and is not entitled to receive any additional compensation for overtime and compensatory time benefits under any federal or State employment law for performing the above-mentioned duties and services under this Agreement. As an exempt employee, the Company agrees that the Assigned Employee is not subject to any minimum or maximum hourly workday or hourly work week. The Company further agrees that the Assigned Employee will perform the duties and services of Acting Village Administrator as set forth in this Agreement typically during normal business hours, but understands that the Assigned Employee is also on-call for purposes of performing such duties and services outside of normal business hours.

SECTION 7: DIRECTION AND CONTROL

The Parties agree and acknowledge that, with relation to the work to be performed by the Assigned Employee for the Village, the Village has the right of direction and control over the

Assigned Employee, including matters of discipline. The Assigned Employee will be supervised, directly and indirectly, and exclusively with regard thereto by the Village President and shall be deemed and considered a “public employee” under the Illinois Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, et seq., and specifically as an agent, volunteer, servant or employee” under Section 1-102 thereof with respect to the work performed for the Village hereunder.

SECTION 8: VILLAGE RESPONSIBILITIES

The Village shall provide suitable office space, staff and support to the Assigned Employee, including a laptop computer and access to its computer system sufficient for the Assigned Employee to perform his obligations hereunder. The Village designates the Village President as the primary contact for the Assigned Employee as its representative and the person who shall direct the Assigned Employee on the services that he is to perform. The Village President shall respond promptly to any reasonable requests from the Assigned Employee for instructions, information or approvals required by the Assigned Employee.

SECTION 9: INDEMNIFICATION; INSURANCE

As a material inducement for the Village to enter into this Agreement, the Company agrees to waive and hold harmless the Village and its Affiliates (defined as “past, present and future representatives, officers, appointed and elected officials, village president and trustees, agents, employees, engineers, insurers, volunteers and attorneys”) from and against any and all claims, actions, suits, damages, costs, expenses and liabilities, including the reasonable fees and expenses of their attorneys, expert witnesses and consultants, court costs and fines, asserted against them or sought to be imposed upon them, individually, jointly or severally, and which arise directly or indirectly out of or in connection in any way with the termination of this Agreement, except to the extent that those claims, actions, suits, damages, costs, expenses and liabilities arise solely from the Village’s failure to fulfill its obligations under this Agreement.

The Village agrees to defend, indemnify and hold harmless the Company and the Assigned Employee from and against any and all claims, actions, suits, damages, costs, expenses and liabilities, including the reasonable fees and expenses of attorneys selected by the Village to defend the Assigned Employee, expert witnesses and consultants, court costs and fines, asserted against them or sought to be imposed upon them and which arise directly or indirectly out of or in connection in any way with their performance of the terms of this Agreement, provided that the Assigned Employee’s actions or conduct giving rise to any litigation or dispute was within the scope of his services as Village Administrator for the Village, but excepting from the indemnification those claims, actions, suits, damages, costs, expenses and liabilities that arise from any willful or wanton conduct of the Assigned Employee.

SECTION 10: RETURN OF AND ACCESS TO VILLAGE’S PROPERTY

Upon the termination of this Agreement, the Company agrees to immediately deliver to the Village President, or his/her designee, any correspondence, letters, emails, Village-related access codes, laptops, computers or stored information, Confidential Information (as defined in this Agreement), cellular phones, other Village equipment and property, keys, and all other material and records of any kind belonging to or relating to the Village that are in the possession or control of the Company or the Assigned Employee. The Company agrees that, subsequent to the termination of this Agreement, the Assigned Employee will not access or attempt to access, directly or indirectly, by any manner whatsoever, the Village’s computer network, including, without limitation, the Village’s email system, the Village’s electronic document storage and retrieval system, and the Village’s computer network servers and related equipment.

SECTION 11: EXCLUSIVITY AND DUTY OF LOYALTY; LIMITED OUTSIDE ACTIVITIES

During the Term of this Agreement, the Company agrees that the Assigned Employee shall not

be otherwise self-employed in any kind of profit or non-profit business venture, and shall not be employed by or work for compensation for any other person, corporation, partnership or municipality of any kind without prior approval by the Village President. For example, if the Assigned Employee desires to teach or engage in consulting activities, they will obtain prior approval of the Village President. The Village recognizes that certain outside consulting or teaching opportunities may provide indirect benefits to the Village and the community, and therefore, subject to approval by the Village President, the Assigned Employee may elect to accept limited teaching, consulting, or other business opportunities with the understanding that these arrangements shall not interfere or conflict with the Assigned Employee's responsibilities under this Agreement.

While performing Village Administrator services for the Village, the Assigned Employee will conscientiously and diligently perform all required acts and duties to the best of his ability and in a manner satisfactory to the Village. The Company agrees that, at all times during performing these services for the Village, the Assigned Employee owes the Village a duty of loyalty and a duty to act in good faith. The Company agrees that, at all times during performing these services for the Village, the Assigned Employee will not individually, or in combination with any other person, perform any actions that would cause the Company to violate or breach the terms of this Agreement.

SECTION 12: CONFIDENTIALITY

"Confidential Information" means all records, documents, information, passwords and other materials, whether original, duplicated, computerized, memorized, handwritten or in any other form, including but not limited to any intellectual property of the Village, resident information, employment information, financial data, staff or official proposals or memoranda, real property related information, potential or actual litigation information, strategic plans and other data disclosed, entrusted or made available to the Company or the Assigned Employee by the Village, obtained through the Assigned Employee's own efforts while working for the Company or developed by the Assigned Employee while employed by the Company, which is not available to the public at large. Confidential Information shall also include all information relating to ongoing criminal investigations being conducted by or worked on by the Village's Police Department, without limitation: physical evidence, reports, tips, witness statements and identities, interrogations, theories, methods, investigation reports, pictures, audio and video recordings, laboratory analyses and documents. Confidential Information shall not include:

- i. Information that, at the time of disclosure, is in the public domain or is otherwise available to the Assigned Employee on a non-confidential basis; and
- ii. Information disclosed that, after disclosure, becomes part of the public domain by publication or otherwise, through no action or fault of the Assigned Employee.

A. **Confidentiality/Non-Disclosure.** All Confidential Information is sensitive and confidential, and any misuse or unauthorized disclosure of Confidential Information will materially affect the effective and successful conduct of the government, business and goodwill of the Village.

(1) The Company agrees that any Confidential Information is to be held in the strictest confidence and may only be used in the completion of those law enforcement duties and services, whether the Assigned Employee continues to be employed by the Company or not.

(2) The Company agrees that Confidential Information is the sole and exclusive property of the Village and the Assigned Employee shall make all reasonable, necessary and

appropriate efforts to safeguard the Confidential Information from disclosure to unauthorized persons, other than as permitted by this Agreement.

- (3) The Company agrees that it will not otherwise disclose or reveal, in any manner or for any reason, any Confidential Information during the term of this Agreement with the Village or at any time thereafter, to any person or entity, without first receiving written authorization from the Village President and the Village Attorney, unless such disclosure is required by a court order and the Village decides not to contest the court order. This confidentiality covenant shall not prohibit the Assigned Employee from continuing to cooperate with any law enforcement personnel or prosecutorial personnel on any cases, investigations or matters of any kind that involve Confidential Information. The Company agrees, to the extent allowable under law and upon request, it shall inform the Village Board, the Police Chief or the Village Attorney of such continuing cooperation with any law enforcement personnel or prosecutorial personnel on any cases, investigations or matters of any kind that involve Confidential Information after the termination of this Agreement.
- (4) It is understood and agreed that the Village is not waiving any applicable privilege, protection or confidentiality with respect to third parties, either impliedly or explicitly, by the sharing of Confidential Information with the Company or the Assigned Employee under this Agreement. All Confidential Information covered by this Agreement, and any work-product or report or document or information reviewed, used or prepared by the Assigned Employee during the Term of this Agreement, is subject to the privileges and the exemptions contained at Sections 7(1)(a), 7(1)(b), 7(1)(b-5), 7(1)(d) and 7(1)(m) of the Illinois Freedom of Information Act (5 ILCS 140/1, *et seq.*, as amended) and all applicable legal enforceable privileges found in State or federal law.
- (5) In the event that the Assigned Employee is ever requested in a judicial, administrative or governmental proceeding to disclose any Confidential Information, the Assigned Employee will promptly notify the Village President and the Village Attorney so that the Village may seek a protective order or other appropriate remedy and/or waive compliance with this Agreement. If disclosure of the Confidential Information is required, the Assigned Employee may furnish the required material, but the Assigned Employee will furnish only that portion of Confidential Information that legally is required. The above notification obligation and this non-disclosure covenant shall survive the termination of this Agreement and remain binding on the Assigned Employee.
- (6) Termination of this Agreement shall not constitute a waiver of the confidentiality obligations contained in this Agreement or the attorney/client or work-product privileges or any other applicable privilege recognized by State or federal law. Upon termination, each Party shall continue to take such action as is necessary or prudent to preserve the confidentiality of the Confidential Information as well as the enforcement of the applicable privileges that apply to the Confidential Information. The confidentiality obligations of a Party that has received documents or other Confidential Information pursuant to this Agreement shall survive and remain in effect following any such termination of this Agreement. In the event that either Party, for any reason, terminates this Agreement, the Company shall immediately deliver or cause to be delivered to the Village Attorney (without retaining any copies thereof) any and all Confidential Information and all records, documents, statements or other written information obtained from the Village containing Confidential

Information, along with a signed Affidavit that such Confidential Information and other documents have been returned by the Company and the Assigned Employee and that they have fully complied with the terms of this Subsection.

SECTION 13: TAXES

All payments to the Company under this Agreement shall not be subject to all applicable payroll and withholding taxes and deductions made by the Village required by any law, rule or regulation of Federal, Illinois, county or local authority. The Company agrees that it shall be responsible for the payment of its responsibility for any such required federal, Illinois, county or local taxes.

SECTION 14: CONFLICT OF INTEREST

The Company represents and certifies that, to the best of its knowledge: (a) no elected or appointed Village official, employee or agent has a personal financial interest in the business of the Company or in this Agreement, or has personally received payment or other consideration for this Agreement; (b) as of the date of this Agreement, neither the Company nor any person employed or associated with the Company has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (c) neither the Company nor any person employed by or associated with the Company shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

The Company represents and certifies that the Company is not barred from contracting with a unit of state or local government as a result of: (a) a delinquency in the payment of any tax administered by the Illinois Department of Revenue, unless the Company is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 et seq.; or (b) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq. The Company represents that the only persons, firms or corporations interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm or corporation. If at any time it shall be found that the Company has, in procuring this Agreement, colluded with any other person, firm or corporation, then the Company shall be liable to the Village for all loss or damage that the Village may suffer, and this Agreement shall, at Village's option, be null and void.

SECTION 15: MISCELLANEOUS PROVISIONS.

A. Notice

All notices, demands or other communications of any kind to be given or delivered under this Agreement shall be in writing and shall be deemed to have been properly given if: (a) delivered by hand; (b) delivered by a nationally recognized overnight courier service; (c) sent by registered or certified United States Mail, return receipt requested and postage prepaid; or (d) email transmission followed by a transmission confirmation copy being sent by U.S. Mail on the same day. Such communications shall be sent to the Parties at their respective addresses as follows:

If to the Village:

Village of Campton Hills
40W270 LaFox Road – Suite B
Campton Hills, IL 60175
Barbara Wojnicki, Village President
Telephone: 630-524-6253

If to the Company:

J.M. Rooney Consulting, Inc.

Attn: J. Mark Rooney



Either Party may change such address, for delivery to the other Party, by delivery of a notice in conformity with the provisions of this Section specifying such change. Notice shall be deemed proper: (i) on the date of delivery, if delivery is by hand; (ii) three (3) days after the date of mailing if sent by certified or registered mail; (iii) on the date of delivery by the overnight courier; or (iv) on the email transmission date if sent before 4:30 p.m.; otherwise, the next business day after the date of transmission by email.

B. Entire Agreement

This Agreement represents the entire agreement between the Parties and supersedes all prior negotiations, discussions, understandings and agreements, whether written or oral, between the Company and the Village relating to the subject matter of this Agreement. No provision of this Agreement may be amended or waived unless such amendment or waiver is agreed to in writing and signed by the Company and by the Village President and Clerk of the Village, or their designees, with the consent of the Corporate Authorities.

C. Amendments

No amendments, changes, modifications, alterations, or waivers of any provision of this Agreement shall be valid unless made in writing and signed by the Parties.

D. No Waiver

Any failure in the exercise of either Party to enforce any provision of this Agreement shall not prejudice the Party's right to demand strict performance or enforcement of any future performance required under this Agreement.

E. Assignment

The Company shall not assign this Agreement without the written consent of the Corporate Authorities.

F. Binding Effect

This Agreement shall be binding on the Company and, pursuant to Illinois state statutes, this Agreement shall be binding on the Village and its successors and assigns.

G. Governing Law

This Agreement and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of Illinois. Jurisdiction for any dispute shall exclusively be in the Circuit Court of the 16th Judicial Circuit, Kane County, Illinois.

H. Severability

In the event any term of this Agreement shall be held unconstitutional, illegal, invalid or unenforceable, in whole or in part, by a court of competent jurisdiction, neither the validity of the remaining part of the term nor the validity of any other terms of this Agreement shall in any way be affected.

I. **Acknowledgements; Attorney Review**

The Company acknowledges that it fully understands all of the terms, conditions, provisions and obligations of this Agreement, that it was not coerced into signing it, that it had an opportunity to be represented by an attorney of its own choosing at its own cost during the negotiation of this Agreement, and that it executed this Agreement voluntarily and with full knowledge and understanding of the meaning and significance of its terms, conditions, provisions and obligations.

J. **Admissibility**

The Parties agree that this Agreement shall be admissible into evidence in any action in which the terms of this Agreement are sought to be enforced.

K. **Disclosure**

Subject to any applicable exception of the Freedom of Information Act ("FOIA") (5 ILCS 140/1 *et seq.*), as amended, the Company and the Village acknowledge that this Agreement is a public record, as that term is defined under FOIA, and therefore is subject to inspection and copying by the public if requested pursuant to a FOIA request.

L. **Effective Date**

This Agreement shall be effective on the date that the last signatory signs this Agreement, which date shall be entered on page 1 of this Agreement.

M. **Counterparts**

This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duty authorized representatives effective as of the day, month and year first above written.

**Village of Campton Hills
Kane County, Illinois**

J.M. Rooney Consulting, Inc.

By: _____
Barbara Wojnicki, Village President

J. Mark Rooney, President

ATTEST:

Tracy Johnson
Village Clerk