

VILLAGE OF INDIAN HEAD PARK

VILLAGE ADMINISTRATOR

EMPLOYMENT AGREEMENT

This Agreement (the "Agreement"), made and entered into this 13 day of August 2015, by and between the Village of Indian Head Park, Illinois, a municipal corporation, (hereinafter called the "Village") and John J. DuRocher, (hereinafter called the "Village Administrator").

WHEREAS, the Village desires to employ the services of John J. DuRocher, as Village Administrator of the Village which is also referred to in the Village's Personnel Policy Manual and certain ordinances of the Village as "Director of Administration";

WHEREAS, it is the desire of the corporate authorities of the Village to provide certain benefits, establish certain conditions of employment and to set working conditions of employment for the Village Administrator;

WHEREAS, the Village Administrator desires to accept employment as the Village Administrator of the Village; and

WHEREAS, the Village and the Village Administrator wish to reduce the terms and conditions of the Village Administrator's employment to writing;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the receipt and sufficiency of which the parties hereby acknowledge the Village and the Village Administrator agree as follows:

1. VILLAGE ADMINISTRATOR'S DUTIES. The Village hereby employs the Village Administrator as Village Administrator of the Village, to serve as the chief administrative officer of the Village, the administrative head of the recreation department and may also head one or more other departments of the Village, to be responsible to the Village board of trustees for the efficient administration of all affairs of the Village, and to exercise all powers and duties granted by the Village board of trustees, specified by law and by the Indian Head Park Municipal Code, including, but not limited to, the following:

A. Appoint and, when necessary for the good of the Village, suspend or remove all employees of the Village, except police officers;

B. Authorize the head of a department or office under his control to appoint, suspend or remove subordinates in such department or office;

C. Supervise and control every administrative department of the Village with the exception of those non-administrative operations of the police department specified in the

Indian Head Park Municipal Code to be under the supervision and control of the chief of police, whose appointment shall be made by the president by and with the consent of the board of trustees;

D. Direct and supervise the chief of police and the police department with respect to all administrative functions of the police department, including, but not limited to, record keeping and financial matters;

E. Prepare and install personnel policies and practices including, but not limited to, pay schedules, job descriptions, vacation and sick leave policies, leave of absence policies, and any and all such personnel matters deemed appropriate by the administrator, subject to the approval of the president and board of trustees;

F. Prepare the budget annually and submit it to the Village board of trustees together with a message describing the important features and be responsible for its administration after adoption;

G. Prepare each year the annual appropriation ordinance in time for consideration and enactment by the Village board of trustees during the first quarter of the fiscal year;

H. Prepare the tax levy ordinance for passage and file a certified copy thereof with the county clerk within the time required by law;

I. Keep current accounts of the amounts appropriated and the amounts spent out of each appropriation, showing the unexpected appropriations at all times;

J. Prepare and submit to the Village board of trustees, as of the end of the fiscal year, a complete report on the finances and administrative activities of the Village for the preceding year;

K. Keep the Village board of trustees advised of the financial condition and future needs of the Village, and make such recommendations as may be deemed desirable;

L. Recommend to the Village board of trustees (from time to time) adoption of such measures as the Village Administrator may deem necessary or expedient for the health, safety or welfare of the community or for the improvement of administrative services;

M. Consolidate or combine offices, positions, departments or units under the administrator's jurisdiction, with the approval of the Village board of trustees;

N. Attend all meetings of the Village board of trustees unless excused therefrom and take part in the discussion of all matters coming before the board;

O. Prepare and submit all departmental reports to the Village president and Village board of trustees;

- P. Be the general purchasing agent of the Village;
- Q. Make purchases for all departments except where specific provision to the contrary is made by law or the Village board of trustees;
- R. Make all purchases of supplies, materials and equipment authorized by the Village board of trustees in the manner prescribed for and subject to the limits imposed by law;
- S. Supervise the purchase of all materials, supplies and equipment for which funds are provided in the budget;
- T. Let contracts necessary for operation or maintenance of Village services for amounts prescribed by the Indian Head Park Municipal Code;
- U. Receive sealed bids for purchases or contracts in excess of twenty thousand dollars, or any amount otherwise prescribed by the Indian Head Park Municipal Code, and present them to the village board for approval and advise the Village board of trustees on the advantages or disadvantages of contract and bid proposals;
- V. Issue such rules governing purchasing procedures within the administrative organization as the Village board of trustees shall approve;
- W. Direct the payment of any and all lawful obligations of the Village when the payment of such obligation prior to the date of the next meeting of the Village board of trustees would result in a cash discount or cash allowance for the prompt payment thereof, with the approval of the Village president or the trustee in charge of finance and administration, provided that payment for such obligations shall be by check signed by the appropriate officials and a report of such payment and the allowance secured will be reported to the next meeting of the Village board of trustees by the Village Administrator;
- X. See that all laws and ordinances are duly enforced;
- Y. Investigate the affairs of any department or division under the Village Administrator's jurisdiction;
- Z. Investigate all complaints in relation to matters under the Village Administrator's jurisdiction concerning the administration of the government of the Village and in regard to service maintained by the public utilities in the Village, and see that all franchises, permits and privileges granted by the village are faithfully observed;
- AA. Devote his entire time to the discharge of the official duties of the office, provided, however that should the Village Administrator be appointed to another compatible office within the Village, the Village Administrator shall devote his entire time to the discharge of the combined official duties of the offices;

AB. Perform such other duties as may be prescribed by the Village board of trustees, not inconsistent with the Village ordinances;

AC. Keep a current inventory showing all real and personal property of the Village and its location and be responsible for the care and custody of all such property, including equipment, buildings and all other valuable property which is not by law assigned to some other officer or body for care and control;

AD. See to the publication of all notices, ordinances and other documents required by law to be published and prepare or cause to be prepared all reports which the Village or any of the officials thereof are required by law to prepare;

AE. Prepare and have custody of all Village records required by law to be kept by the Village and not by a specific officer. Where the law makes it the duty of a specific officer to keep or maintain records provided that the Village Administrator shall make available to such officer all necessary clerical assistance for the preparation of such records and shall make available a place for the custody of such records; in compliance herewith, the Village Administrator shall make available to the Village clerk stenographic or clerical assistance necessary for the preparation of the journal of board proceedings and the record of ordinances and all other documents which by law the Village clerk is required to keep; and the Village Administrator shall perform similar services for the Village treasurer in the maintenance of bond records and all other records or documents which by law the Village treasurer is required to keep or prepare. Where the law requires or provides for the certification of any records or documents by any officer of the Village, the Village Administrator shall cause such records or documents to be properly prepared and presented to such officer for signature;

AF. Except for the purpose of inquiry, act as the sole liaison between the Village board of trustees and the Village employees;

AG. In case of accident, disaster or other circumstances creating a public emergency, award contracts and make purchases for the purpose of meeting the emergency for amounts up to and including twenty thousand dollars provided that the Village Administrator shall file promptly with the Village board of trustees a certificate showing such emergency and the necessity for such action, together with an itemized account of all expenditures;

AH. Administer the Village's employee pay plan;

AI. Designate bonus steps in conjunction with the recommendation and input from department heads and determine those employees to receive bonus steps based upon an evaluation and discussion of the documentation provided to justify such a bonus step;

AJ. Evaluate non-sworn department heads and those individuals supervised by the Village Administrator and process and maintain all employee evaluations, and insure that appropriate documentation is provided regarding the performance of employees;

AK. Analyze the pay schedule and job classifications of the Village to determine whether revisions are required and forward recommended revisions to the Village board of trustees for consideration and possible adoption; and

AL. Perform such other legally permissible and proper duties and functions of the office of Village Administrator as may be prescribed by state law, the Indian Head Park Municipal Code or that the corporate authorities shall from time to time assign by ordinance or resolution.

2. EXCLUSIVE EMPLOYMENT. The Village Administrator's employment as Village Administrator shall be the Village Administrator's sole and exclusive employment. The Village Administrator shall remain in the exclusive employment of the Village while this Agreement is in effect and neither shall accept other employment, nor become employed by any other unit of government during the term hereof. The Village Administrator shall devote his full time, energies and efforts to the performance of his duties. The Village Administrator shall attend all meetings of the board of trustees and such meetings of committees, boards and commissions of the Village as directed from time to time by the Village President or the corporate authorities or as may be necessary for the efficient administration of the Village's business. Recognizing that certain outside consulting, lecturing or teaching opportunities provide indirect benefits to the Village and the community, upon prior consent of the corporate authorities, the Village Administrator shall be entitled to accept occasional teaching, counseling, lecturing, consulting, writing or speaking engagements for compensation that do not conflict with the performance of his duties and subject to the approval of the corporate authorities.

3. TERM. This Agreement and the term of office of the Village Administrator shall be for an indefinite term not to exceed the term of the current Village President, provided, however, that the term of office of the Village Administrator may be terminated at any time by the Village President. This Agreement shall become effective only after an appropriation therefore has been made. The Village's obligations hereunder shall cease upon the expiration of the appropriation of funds, without further payment's being required, in any year for which the corporate authorities of the Village or other legally applicable funding source fails to make an appropriation sufficient to pay such obligation. The Village shall give the Village Administrator notice of such termination for funding as soon as practicable after the Village becomes aware of the failure of funding. This Agreement shall remain in full force and effect until terminated by the Village or the Village Administrator as provided herein.

4. REMOVAL FROM OFFICE. The Village Administrator may be removed from the office of Village Administrator and his employment terminated at any time by the Village President, effective immediately or at a future date as specified by the Village President, with or without cause, provided that the Village President reports to the corporate authorities the reason for the removal within the time limits prescribed by law. The Village Administrator may be

restored to office, after having been removed by the Village President, by a vote of two-thirds of the corporate authorities.

5. NOTICE OF REMOVAL FROM OFFICE.

A. For Cause. If the Village Administrator is removed from office or his employment is otherwise terminated for cause, the Village shall provide the Village Administrator with written notice of the termination of his employment, which notice will specifically identify the areas for cause for termination. "Cause" as used in this Agreement shall mean (i) the commission by the Village Administrator of a felony or crime involving moral turpitude, or any other act which may cause harm to the Village's standing and reputation; (ii) a breach by the Village Administrator of any of the provisions of this Agreement; (iii) a breach of the Village Administrator's duty of loyalty to the Village; (iv) any act of insubordination; (v) any act of dishonesty or fraud with respect to the Village; (vi) the failure of the Village Administrator to perform his duties to the Village in any material respect after written notice thereof from the Village (which notice will specifically identify the areas for cause for termination and identify actions required to be taken by the Village Administrator to rectify the alleged cause); and (vii) the Village Administrator's failure to rectify such cause continues for a period of ten (10) days after such notice.

B. Without Cause. If the Village Administrator is removed from office or his employment is otherwise terminated other than for cause within the six (6) months from the Village Administrator's commencement of employment under this Agreement, the Village shall provide the Village Administrator with thirty (30) days' written notice of the termination of his employment, provided, however, that the Village shall have the option to pay the Village Administrator his base salary and accrued employment benefits for such in lieu of such notice as severance pay. If the Village Administrator is removed from office or his employment is otherwise terminated other than by disability or resignation after six (6) months, but prior to twelve (12) months, from the Village Administrator's commencement of employment under this Agreement, the Village shall provide the Village Administrator with sixty (60) days' written notice of the termination of his employment, provided, however, that the Village shall have the option to pay the Village Administrator his base salary and accrued employment benefits for such in lieu of such notice as severance pay. If the Village Administrator is removed from office or his employment is otherwise terminated other than by disability or resignation after twelve (12) months from the Village Administrator's commencement of employment under this Agreement, the Village shall provide the Village Administrator with one hundred eighty (180) days' written notice of the termination of his employment, provided, however, that the Village shall have the option to pay the Village Administrator his base salary and accrued employment benefits for such in lieu of such notice as severance pay.

6. RESIGNATION. In the event that the Village Administrator voluntarily resigns his position with the Village, the Village Administrator shall provide a minimum of ninety (90) days' notice unless the Village and the Village Administrator otherwise agree.

7. **DISABILITY.** If the Village Administrator should become permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury or mental incapacity for a period of thirty (30) days, the Village President shall have the option to remove the Village Administrator from office and to terminate this Agreement by written notice to the Village Administrator.

8. **COMPENSATION.** The Village shall pay the Village Administrator an annual base salary of One Hundred Five Thousand and 00/100 Dollars (\$105,000.00) payable in installments at the same time as other employees of the Village are paid. In addition, the Village agrees to adjust the base salary and/or other benefits of the Village Administrator in such amounts and to such extent as the corporate authorities may determine that it is desirable to do so on the basis of any initial or annual salary review of the Village Administrator made at the time of the performance evaluation specified in Section 9.

9. **PERFORMANCE EVALUATIONS.** The Village President with the advice of the board of trustees shall review and evaluate the performance of the Village Administrator at least once annually, on or near the Village Administrator's employment anniversary date. The review and evaluation shall be subject to a process, form, criteria, and format for the evaluation that shall be mutually agreed upon by the Village and the Village Administrator.

10. **HOURS OF WORK.** The Village Administrator is employed as a salaried employee and must devote a great deal of time outside normal office hours to perform the business of the Village, and to that end, the Village Administrator will be allowed to work a flexible work schedule in accordance with the ranging demands of his office, upon prior consent of the Village President.

11. **RESIDENCY.** The Village Administrator currently resides in Waukegan, Illinois. The Village Administrator shall not be required to relocate into the Village.

12. **VACATION AND LEAVE PROVISIONS.** The Village Administrator shall receive twenty (20) days of vacation per year, which may be taken not more than four (4) days consecutively. Requests for vacation time of five (5) or more consecutive days are subject to approval of the Village President. Requests for vacation time of five (5) or more consecutive days shall be made no later than thirty (30) days in advance. The provisions of this section are in lieu of any vacation benefits provided in the Village's Personnel Policy Manual. In addition, all of the Village's personnel rules regarding the paid holidays and the accrual, retention and use of leave time benefits for Village management employees shall apply to the Village Administrator in the same manner as other employees of this class.

13. **INSURANCE.** The Village Administrator shall be entitled to participate in the Village's life, disability and health care plan. The Village shall pay the premiums for the Village Administrator's life, disability and health insurance, subject to the terms and co-pays applicable to other Village management employees, for the Village Administrator and his dependents equal to that which is provided to all other employees of the Village.

14. **DUES AND SUBSCRIPTIONS.** The Village shall budget and pay for the professional dues and subscriptions of the Village Administrator, as approved by the corporate authorities

from time to time, necessary for his continuation of participation in national, regional, state and local associations and organizations related to the management of municipal corporations necessary and desirable for his continued professional participation, growth and advancement, as Village Administrator and for the good of the Village.

15. PROFESSIONAL DEVELOPMENT. The Village shall budget for and pay the travel and subsistence expenses of the Village Administrator for professional and official travel, meetings, and occasions adequate to continue the professional development of the Village Administrator and adequately to pursue necessary official and other functions for the Village, as approved by the corporate authorities from time to time. Subject to the approval of the corporate authorities of the location and expenses involved, the official travel shall include, but not be limited to, the Annual Conference of the International City Management Association and the state conferences of the Illinois Municipal League, and the Illinois City/County Management Association. The Village shall also budget and pay for the travel and subsistence expenses for short courses, institutes and seminars that are necessary for the professional development and for the good of the Village, subject to the approval of the corporate authorities.

16. CELLULAR TELEPHONE. The Village Administrator shall have the use of a Village cellular telephone for official, professional and incidental use. The Village shall provide and pay for monthly subscription, maintenance, repair and insurance on the cellular telephone. The Village Administrator shall be the only authorized user of the cellular telephone.

17. RETIREMENT BENEFITS. The Village Administrator shall receive pension and retirement benefits afforded other management employees of the Village.

18. SURRENDER OF VILLAGE PROPERTY. Upon the termination of the Village Administrator's employment with the Village, regardless of cause therefore, the Village Administrator shall promptly surrender to the Village all property provided to him by the Village for use in relation to his employment.

19. APPLICATION OF THE PERSONNEL POLICY. The employee and classification pay plan provisions of Chapter 2.40 of the Indian Head Park Municipal Code shall not be applicable to the employment of the Village Administrator. The Village's Personnel Policy shall be applicable to the employment of the Village Administrator, except for the probationary employment period provisions of Section 3.11, the overtime provisions of Section 4.4 and the disciplinary and grievance procedure provisions of Article VII and also except to the extent that it is in conflict with a provision of this Agreement, in which case the specific provision of this Agreement shall control.

20. CONFIDENTIALITY. The Village Administrator shall hold in a fiduciary capacity for the benefit of the Village all information, knowledge or data of the Village, its business, and its operations, obtained by the Village Administrator during his employment, which is not subject to disclosure under the provisions of the Illinois Freedom of Information Act (5 ILCS 140/1-11 *et seq.*) and which is not generally known to the public. The Village Administrator shall not disclose or make use of, for his own benefit, for the benefit of another or for the benefit of any entity any confidential information, knowledge or data of the Village, its business or its

operations which is not subject to disclosure under the provisions of the Illinois Freedom of Information Act (5 ILCS 140/1-11 *et seq.*) and which is not generally known to the public.

21. INDEMNIFICATION. The Village shall defend, save harmless and indemnify the Village Administrator against any and all losses, damages, judgments, interest and court costs arising out of an alleged act or omission occurring within the scope of the Village Administrator's employment and in the performance of Village Administrator's duties as Village Administrator or resulting from the exercise of judgment or discretion in connection with the performance of his duties or responsibilities, unless the act or omission involved intentional, illegal or willful or wanton conduct. The Village shall have the right to compromise and settle any claim or suit.

22. OFFICIAL BOND. Pursuant to Section 2.08.070 of the Indian Head Park Municipal Code and Sections 5-3-8 and 5-3-9 of the Illinois Municipal Code (65 ILCS 5/5-3-8 and 5-3-9), the Village Administrator shall execute and file with the Village Clerk a bond with a surety company authorized to do business in Illinois under the laws of Illinois, payable to the Village in the amount of Ten Thousand Dollars (\$10,000) conditioned upon the faithful performance of the duties of the offices of Village Administrator of the Village and the payment of all monies received by the Village Administrator, according to law and the ordinances of the Village. The security of the bond is hereby approved by the Village. Pursuant to Section 1 of the Official Bond Payment Act (5 ILCS 270/1) and ILCS 5/5-3-8 and 5-3-9), the Village shall pay the full cost of the bond. The Intergovernmental Risk Management Agency shall provide such bond, if the agency is willing to provide such bond and the Village continues to be a member thereof. Should the Intergovernmental Risk Management Agency be unwilling to provide such bond or if the Village discontinues membership in the Intergovernmental Risk Management Agency, the Village shall arrange for the issuance of an official bond for the Village Administrator.

23. CERTIFICATIONS. The Village Administrator shall submit to the Village a certification, attached hereto as Exhibit "D" that the Village Administrator:

A. Is not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;

B. Is not in default, as defined in 5ILCS 385/2, on an educational loan, as defined in 5ILCS 385/1;

C. Certifies that no officer or employee of the Village has solicited 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 from the Village Administrator in violation of Indian Head Park Ordinance Number 04-3 adopted by the Village pursuant to the requirements of the State Officials and Employees Ethics Act;

D. 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 from the Village Administrator in violation of Indian Head Park Ordinance Number 04-3 adopted by the Village pursuant to the requirements of the State Officials and Employees Ethics Act;

E. Is not a person named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that he is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person;

F. Is not, directly or indirectly, engaged in, and is 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. Is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the United State Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and that he is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation.


24. OTHER TERMS AND CONDITIONS OF EMPLOYMENT. The Village, upon mutual agreement with the Village Administrator, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Village Administrator, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Village's Code of Ordinances or any other state or federal law.

25. NOTICES. All notices shall be in writing and shall be effective (a) when delivered personally, (b) when received by overnight courier service, (c) three (3) days after being deposited into the United States mail (sent certified or registered, return receipt requested), or (d) by or by electronic mail, addressed as follows:

To the Village:

Mr. Tom Hinshaw, Village President
Village of Indian Head Park
201 Acacia Drive
Indian Head Park, Illinois 60525
thinshaw@indianheadpark-il.gov

To the Village Administrator:

Mr. John J. DuRocher




Either party may change its mailing address or other contact information by giving written notice to the other party as provided above. Whenever this Agreement requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this paragraph.

26. GENERAL PROVISIONS.

A. Integration. This Agreement sets forth and establishes the entire understanding between the Village and the Village Administrator relating to the employment of the Village Administrator by the Village. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.

B. Captions. The captions at the beginning of the several sections are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

C. Binding Effect. This Agreement shall be binding on the Village and the Village Administrator as well as their heirs, assigns, executors, personal representatives and successors in interest.

D. Applicable Law. The laws of the state of Illinois will govern this Agreement. The parties shall submit all disputes that arise under this Agreement to the Circuit Court of Cook County, Illinois, for resolution.

E. Effective Date. This Agreement shall become effective and enforceable on August 14, 2015.

F. Assignment. This Agreement shall be deemed to be exclusive between the Village and the Village Administrator. This Agreement shall not be assigned by either party without first obtaining permission in writing from the other party.

G. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.


H. Certificate of Appointment. The Certificate of Appointment of the Village Administrator as Village Administrator of the Village is attached hereto as Exhibit "A" and made a part hereof.

I. Oath of Office. The Oath of Office of the Village Administrator as the Village Administrator of the Village is attached hereto as Exhibit "B" and made a part hereof.

J. Warrant of Commission. The Warrant of Commission of the Village Administrator as the Village Administrator of the Village is attached hereto as Exhibit "C" and made a part hereof.

IN WITNESS WHEREOF, the Village has caused this Agreement to be signed and executed in its behalf by its Village President, and duly attested by its Village Clerk, and the Village Administrator has signed and executed this Agreement, both in duplicate the day and year first above written.

Village Administrator: John J. DuRocher



John J. DuRocher

Village: Village of Indian Head Park

By: 

Tom Hinshaw, Village President

ATTEST:

By: 

Laurie Scheer, Village Clerk

EXHIBIT "B"

VILLAGE OF INDIAN HEAD PARK, ILLINOIS

OATH OF OFFICE

I, John J. DuRocher, do solemnly swear that I will support the Constitution of the United States, the Constitution of the State of Illinois and that I will faithfully discharge the duties of Village Administrator of the Village of Indian Head Park to the best of my ability.

Administered and sworn at Indian Head Park, Illinois, this 13th day of August 2015.



John J. DuRocher

EXHIBIT "D"

CERTIFICATION

The certifications hereinafter made by John J. DuRocher are each a material representation of fact upon which reliance is placed by the Village of Indian Head Park (the "Village") in entering into the Village Administrator Employment Agreement John J. DuRocher. The Village may terminate the Village Administrator Employment Agreement if it is later determined that John J. DuRocher rendered a false or erroneous certification.

I, John J. DuRocher, hereby certify, represent and warrant to the Village that:

(A) I am not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;

(B) I am not in default, as defined in 5ILCS 385/2, on an educational loan, as defined in 5ILCS 385/1.

(C) No officer or employee of the Village has solicited 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 from the Village Administrator in violation of Indian Head Park Ordinance Number 04-3 adopted by the Village pursuant to the requirements of the State Officials and Employees Ethics Act.

(D) I have 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 from the Village Administrator in violation of Indian Head Park Ordinance Number 04-3 adopted by the Village pursuant to the requirements of the State Officials and Employees Ethics Act.

(E) I am not a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224), and I am not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person.

(F) I am not, directly or indirectly, engaged in and am not facilitating the transactions contemplated by the Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person.

(G) I am not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the United State Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Presidential Executive Order 13224 as a person who commits,

threatens to commit, or supports terrorism; and I am not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation.

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

Dated: August 13, 2015

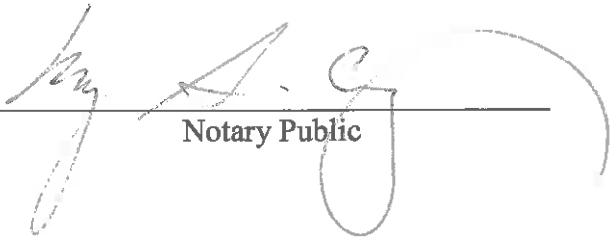


John J. DuRocher

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that John J. DuRocher, known to me, appeared before me this day in person and, being first duly sworn on oath, acknowledged that he executed the foregoing certification as his free act and deed.

Dated: August 13, 2015



Notary Public

