

AGREEMENT FOR TERMS, CONDITIONS, AND BENEFITS OF EMPLOYMENT

This Agreement made and entered into this 12th day of May, 2016, by and between the Village of Indian Head Park, an Illinois municipal corporation (hereinafter called "EMPLOYER" or "Corporate Authorities of the Village"), and Robert G. Cervenka (hereinafter called "EMPLOYEE"), both parties agreeing, as follows:

WHEREAS, the EMPLOYER desires to employ the services of the EMPLOYEE as Chief of Police of the Village of Indian Head Park in accordance with the provisions of Chapter 2.16 of the Indian Head Park Municipal Code, as amended, and this Employment Agreement; and

WHEREAS, the EMPLOYEE desires to be employed as Chief of Police of the Village of Indian Head Park in accordance with the provisions of Chapter 2.16 of the Indian Head Park Municipal Code, as amended, and this Employment Agreement.

NOW, THEREFORE, IN CONSIDERATION OF the payment of money, and the making of the mutual covenants and promises set forth below, the receipt and sufficiency of which is acknowledged, the parties agree, as follows:

1. **INCORPORATION OF RECITALS.** Each of the foregoing recitals are incorporated by reference into this Section 1 as substantive terms of this Agreement.
2. **EMPLOYMENT AND DUTIES.** The EMPLOYER and EMPLOYEE agree to the continued employment of the EMPLOYEE, who will serve as the duly appointed Chief of Police, in the position of Chief of Police of the Village of Indian Head Park under the terms, conditions and provisions set forth in Chapter 2.16 of the Indian Head Park Municipal Code, as amended and this Employment Agreement. The EMPLOYEE agrees that the term "employee benefits" does not include the right to receive progressive discipline prior to his discharge and he waives any and all claims to a contract right of employment having been created by the current or any past versions of the EMPLOYER'S Personnel Manual.
3. **TERM.** This Agreement and the term of office of the Chief of Police 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 Chief of Police 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 Chief of Police 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 Chief of Police as provided herein.
4. The EMPLOYEE acknowledges that in the position of Chief of Police he shall serve at the pleasure of the Corporate Authorities of the Village, subject to the appointment and

ratification provisions of Chapter 2.16 of the Indian Head Park Municipal Code. Further, the EMPLOYER and EMPLOYEE acknowledge that the appointment relationship will be one of employment-at-will, and notwithstanding anything to the contrary set forth in this Agreement, in the Village's Municipal Code, as amended, the EMPLOYER may terminate the appointment of the EMPLOYEE at any time and for any reason, with or without Cause (as such term is defined below), subject to the EMPLOYER'S obligations set forth in this Agreement. Nothing in the Agreement shall prevent, limit or otherwise interfere with the right of the EMPLOYEE to terminate his employment with the EMPLOYER by resigning at any time from his position as Chief of Police, subject only to the provisions herein. In the event of such resignation, the EMPLOYEE shall not be entitled to receive the severance pay provided for in this Agreement.

5. NOTICE OF REMOVAL FROM OFFICE

a) For Cause. If the Employee is removed from office or his employment is otherwise terminated for cause, the Village shall provide the Employee 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 Employee 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 Employee of any of the provisions of this Agreement; (iii) a breach of the Employee'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 Employee 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 Employee to rectify the alleged cause); and (vii) the Employee's failure to rectify such cause continues for a period of ten (10) days after such notice.

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

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

7. **TERMINATION WITH CAUSE OR RESIGNATION.** In the event the EMPLOYEE is terminated with Cause or Resigns, the EMPLOYEE will not receive severance pay or other benefits described in paragraph 5 above. EMPLOYEE will, however, be entitled to receive all accrued benefits, vacation time, and other benefits routinely available under the Village's Personnel Manual. Accumulated sick time is specifically excluded. In addition thereto, EMPLOYEE shall further receive all COBRA insurance continuation rights and other benefits provided for by state or federal law.
8. **DISABILITY.** If the Employee 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 Employee from office and to terminate this Agreement by written notice to the Employee.
9. **COMPENSATION.** The Village shall pay the Employee an annual base salary of \$52,740 plus \$7,260 IMRF contribution 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 Employee 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 Employee made at the time of the performance evaluation specified in Section 14.
10. **AUTOMOBILE USAGE.** The Chief of Police shall have a squad car made available to him during his normal working hours. This is not to be considered a "take home" vehicle.
11. **UNIFORM ALLOWANCE.** The Chief of Police shall receive an initial annual clothing allowance of \$750 and then an annual clothing allowance of \$500 thereafter to be used during the calendar year with no rollover.
12. **CELL PHONE.** The Employee shall receive a cell phone paid for by the Village for business use. Personal use is allowed and shall be considered to be a *de minimis* benefit for taxation purposes.
13. **GOAL SETTING.** Within ninety (90) days of execution of this agreement, the EMPLOYER and the EMPLOYEE shall mutually agree to written goals and milestones for further professional achievement by the EMPLOYEE.
14. **EVALUATION.** The EMPLOYER agrees that by February 1st of each year, it shall conduct a formal review of the EMPLOYEE'S performance and salary and benefit package. These annual reviews will be conducted at a mutually agreeable time each year. The formal annual salary review will be in accordance with specific criteria developed jointly by the Administrator and the EMPLOYEE. In consultation with the EMPLOYEE, such criteria may be amended or altered from time to time as the Administrator deems appropriate. The review shall be conducted primarily by the Administrator, who may additionally seek input from the Village President and any or all of the Trustees. The Administrator shall provide the EMPLOYEE with a written summary statement of the finding of the evaluation and provide an adequate opportunity for the EMPLOYEE to discuss his evaluation with the Village Board. The Administrator may recommend that the Village Board adjust the EMPLOYEE'S base

salary and other financial benefits in accordance with the results of the formal review effective to May 1st of each year subject to funding by the Village.

15. **RESIDENCY AND RELOCATION EXPENSES.** The EMPLOYEE is hereby excused from relocating his personal residence to the Village of Indian Head Park.
16. **VACATION.** The EMPLOYEE'S annual vacation benefit effective as of the effective date of this contract shall start with 15 days in the bank with a monthly accrual rate of 3 weeks annually. EMPLOYEE will begin accrual of vacation leave as if starting the 5th year of service according to the policy manual and then accrue according to the policy manual thereafter. The EMPLOYEE will accrue sick leave at the same rate as other Village employees.
17. **HEALTH AND LIFE INSURANCE.** The EMPLOYEE declines this benefit. In the future, either through the open enrollment period or through an eligible event, the Employee may/will receive health and life insurance benefits as well as any related benefits (dental, Section 125 plan, etc.) at his own expense.
18. **PROFESSIONAL DEVELOPMENT.** The EMPLOYER will pay for the EMPLOYEE'S membership in local, state and national associations which further EMPLOYEE'S professional development, as approved by the Employee. The EMPLOYEE will be entitled to attend various professional development programs, as requested by the Employee, at the EMPLOYER'S expense and will receive tuition reimbursement per the Village of Indian Head Park Personnel Policy Manual subject to availability of funding.
19. **GENERAL EXPENSES.** The EMPLOYER recognizes that from time to time, certain job related expenses are or may be incurred by the EMPLOYEE and agrees to pay or reimburse such reasonable and necessary expenses as approved by the Employer in its sole discretion.
20. **INDEMNIFICATION.** The EMPLOYER shall defend, save harmless and indemnify the EMPLOYEE against any tort, professional liability claim, or demand or other legal action, whether groundless or otherwise, arising out of and alleged to have occurred in the scope of EMPLOYEE'S employment. It is agreed that it is against recognized public policy and that there is no obligation for the EMPLOYER to pay for punitive damages assessed against the EMPLOYEE, or any damages, claim or sum for any act or omission alleged to have occurred outside the scope of the EMPLOYEE'S employment with the Village. The Village shall have the right to compromise and settle any claim or suit.
21. **OTHER TERMS AND CONDITIONS OF EMPLOYMENT.** The EMPLOYER may establish other terms and conditions of employment relating to the EMPLOYEE, provided that such terms and conditions are not in conflict with this Agreement, Village Ordinances, or any other laws. All Village holidays and personal days shall apply to EMPLOYEE. The EMPLOYER shall not at any time reduce the salary, compensation or other financial benefits of the EMPLOYEE, except to the degree of

such a reduction across-the-board for all employees of the Village. The EMPLOYEE shall further be entitled salary increases at the discretion of the Village.

22. RETURN OF EMPLOYER'S PROPERTY. Upon EMPLOYEE'S termination, EMPLOYEE shall immediately deliver to the EMPLOYER all correspondence, letters, e-mails, computer disks or stored information, passwords, passcodes, electronic keys, dongles, manuals, contracts, call reports, price lists, mailing lists, customer lists, advertising or product materials, photographs, ledgers, supplies, files, computers, pagers, cellular phones owned by the Village, beepers, ID's, badges, other business-related equipment, Village-owned automobiles, checks, petty cash, and all other material and records of any kind belonging to or relating to EMPLOYER that are in possession or control of EMPLOYEE.
23. TAXES. All salary, benefits, reimbursements and any other payments to EMPLOYEE under this Agreement shall be subject to all applicable payroll and withholding taxes and deduction required by any law, rule or regulation of Federal, Illinois or local authority. The EMPLOYEE agrees that he shall be responsible for the payment of his share of any such required Federal, Illinois or local taxes.
24. CONFIDENTIALITY. The Employee 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 Employee 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 Employee 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.
25. CERTIFICATIONS. The Employee shall submit to the Village a certification, attached hereto as Exhibit "D" that the Employee:
 - i) Is not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
 - ii) Is not in default, as defined in 5ILCS 385/2, on an educational loan, as defined in 5ILCS 385/1; 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 Employee 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;
 - iii) 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 Employee 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;

- iv) 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;
- v) 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;
- vi) 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.

26. **OTHER TERMS AND CONDITIONS OF EMPLOYMENT.** The Village, upon mutual agreement with the Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, 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.

27. **GENERAL PROVISIONS.**

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

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

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

28. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement between the parties concerning the EMPLOYEE'S employment with the EMPLOYER and supersedes all prior negotiations, discussions, understandings and agreements, whether written or oral, between EMPLOYEE and EMPLOYER 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

EMPLOYEE and the EMPLOYER.

29. SEVERABILITY. If any provision of this Agreement or the application of any such provision to any party shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement shall not be affected, and each remaining provision of this Agreement shall be considered valid and shall be enforced to the fullest extent permitted by law.
30. ASSIGNMENT. This Agreement is a personal contract, and the rights and interest that the Agreement accords to EMPLOYEE may not be sold, transferred, assigned, pledged, encumbered, or hypothecated by him. This Agreement shall be binding upon, and inure to the benefit of, EMPLOYEE, his heirs, executors, administrators, representatives, successors, transferees, and assigns, and the EMPLOYER and its former, current and future elected and appointed officers, officials, trustees, employees, agents, transferees, assigns, and successors-in-interest.
31. NOTICES. 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 first class postage prepaid, or (d) fac simile 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 EMPLOYEE: ROBERT G. CERVENKA,

If to EMPLOYER: Village Administrator, Village of Indian Head Park 201 Acacia
Dr. Indian Head Park, IL 60525

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 facsimile transmission date if sent before 4:30 pm.; otherwise, the next business day after the date of transmission by facsimile.

32. HEADINGS. All descriptive headings of Sections and Paragraphs in this Agreement are intended solely for convenience of reference, and no provision of this Agreement is to be construed by reference to the heading of any Section or Paragraph.
33. VENUE AND APPLICABLE LAW. The statutes and common law of the State of Illinois shall govern the interpretation, validity, enforcement and performance of the

terms of this Agreement. The parties agree that for the purpose of any litigation or proceeding brought with respect to this Agreement and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois. The EMPLOYEE and EMPLOYER agree to submit to the jurisdiction of such court for the purpose of any such litigation or proceeding.

34. **ADMISSIBILITY.** The parties agree that this Agreement shall be admissible in evidence in any action in which the terms of this Agreement are sought to be enforced.
35. **ATTORNEY REVIEW.** EMPLOYEE acknowledges that he fully understands all of the terms, conditions, provisions, and obligations of this Agreement, that he was not coerced into signing it, that he has the opportunity to be represented by an attorney of his own choosing during the negotiation of this Agreement, and that he executed this Agreement voluntarily and with full knowledge and understanding of the meaning and significance of its terms, conditions, provisions, and obligations.
36. **DISCLOSURE.** Subject to any applicable exception of the Freedom of Information Act (5 ILCS 140/1 et seq.), as amended, the EMPLOYEE and the EMPLOYER 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.
37. **EFFECTIVE DATE.** This Agreement shall be effective on the date that the last signatory signs the Agreement. If any of the signatories to this Agreement shall fail to execute this Agreement, it shall be null and void in its entirety.

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 Employee has signed and executed this Agreement, both in duplicate the day and year first above written.

Employee: Robert G. Cervenka

Robert G. Cervenka

Village: Village of Indian Head Park

By: _____
Tom Hinshaw, Village President

ATTEST:

By: _____
Laurie Scheer, Village Clerk

38. IN WITNESS WHEREOF, the Village of Indian Head Park, pursuant to the authority granted by the passage of a Resolution by its Board of Trustees, has caused this Employment Agreement to be executed by the Village President and attested by the Village Clerk and Robert G. Cervenka has voluntarily executed the Agreement on the respective dates set forth below.

Robert G. Cervenka

VILLAGE OF INDIAN HEAD PARK

Date:

Attest
Village Clerk

EXHIBIT "A"

STATE OF ILLINOIS)
COUNTY OF COOK) *ss.*
VILLAGE OF INDIAN HEAD PARK)

CERTIFICATE OF APPOINTMENT

TO: Laurie Scheer, Village Clerk

I, Tom Hinshaw, Village President of the Village of Indian Head Park, Cook County, Illinois, do hereby certify that Robert G. Cervenka has been duly appointed by me with the advice and consent of the Board of Trustees on the 12th day of May 2016 to the office of Chief of Police of the Village of Indian Head Park, Illinois, effective immediately, for a term not to exceed that of the current Village President of the Village of Indian Head Park and until his successor shall have been duly appointed and qualified.

Given under my hand and the Corporate Seal of Indian Head Park, Illinois, this 12th day of May 2016.

Tom Hinshaw, Village President of the
Village of Indian Head Park, Illinois

EXHIBIT “B”

VILLAGE OF INDIAN HEAD PARK, ILLINOIS

OATH OF OFFICE

I, Robert G. Cervenka, 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 Chief of Police of the Village of Indian Head Park to the best of my ability.

Administered and sworn at Indian Head Park, Illinois, this 12th day of May 2016.

Robert G. Cervenka

EXHIBIT “D”

CERTIFICATION

The certifications hereinafter made by Robert G. Cervenka 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 Employee Employment Agreement Robert G. Cervenka. The Village may terminate the Employee Employment Agreement if it is later determined that Robert G. Cervenka rendered a false or erroneous certification.

I, Robert G. Cervenka, 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 Employee 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 Employee 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 Robert G. Cervenka or term or condition in this contract changes, shall notify the Village in writing within seven (7) days.

Dated: May 12, 2016

Robert G. Cervenka

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, the undersigned, Village Clerk of the Village of Indian Head Park, Cook County, Illinois aforesaid, hereby certify that Robert G. Cervenka, 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: May 12, 2016

Village Clerk