

VILLAGE OF BRADLEY

RESOLUTION NO. R-2-19-1

A RESOLUTION APPOINTING ROBERT ROMO AS FINANCE DIRECTOR / TREASURER
AND AUTHORIZING AN EMPLOYMENT AGREEMENT BETWEEN THE VILLAGE OF
BRADLEY AND ROBERT ROMO

ADOPTED BY THE
BOARD OF TRUSTEES OF THE
VILLAGE OF BRADLEY

THIS 11 DAY OF FEBRUARY, 2019

Published in pamphlet form by the authority of the Board of Trustees of the Village of Bradley,
Kankakee County, Illinois this 11 day of FEBRUARY, 2019

RESOLUTION NO. R-2-19-1

**A RESOLUTION APPOINTING ROBERT ROMO AS FINANCE DIRECTOR / TREASURER
AND AUTHORIZING AN EMPLOYMENT AGREEMENT BETWEEN THE VILLAGE OF
BRADLEY AND ROBERT ROMO**

WHEREAS, the President and Board of Trustees of the Village of Bradley, Kankakee County, Illinois, have the authority to adopt resolutions and to promulgate rules and regulations that pertain to its government and affairs and protect the public health, safety, and welfare of its citizens; and

WHEREAS, all officers, other than elective officers, shall be appointed by the village president, by and with the advice and consent of the board of trustees, as is provided by statute; provided that all employees, in the absence of any provisions to the contrary, shall be appointed or selected by the village president; and

WHEREAS, the Corporate Authorities of the Village have determined that ROBERT ROMO ("Romo") possesses all qualifications and experience necessary to fully and satisfactorily perform all functions as such FINANCE DIRECTOR / TREASURER; and

WHEREAS, the Corporate Authorities of the Village desire to appoint ROMO as the FINANCE DIRECTOR / TREASURER; and

WHEREAS, the Village has negotiated an employment agreement (the "Agreement") with Romo, on terms that are reasonable and acceptable to the Village, whereby Romo shall act as said FINANCE DIRECTOR / TREASURER (a copy of the proposed Agreement is attached hereto as Exhibit A and fully incorporated herein); and

WHEREAS, Romo has expressed a desire to enter into the Agreement, as well as a willingness to be bound to perform thereunder; and

WHEREAS, the Corporate Authorities of the Village have determined that the execution of the Agreement is necessary and expedient for the Village's corporate purposes; and

WHEREAS, the Corporate Authorities of the Village have determined that the appointment of Romo as the FINANCE DIRECTOR / TREASURER and the execution of the Agreement are in the best interests of the Village and its citizens.

NOW THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS, PURSUANT TO ITS STATUTORY AUTHORITY, AS FOLLOWS:

SECTION 1. The President and Board of Trustees hereby find that all of the recitals contained in the preamble to this Resolution are true, correct, and complete and are hereby incorporated by reference hereto and made a part hereof.

SECTION 2. The Corporate Authorities of the Village hereby appoint ROBERT ROMO ("Romo") to serve and act as the FINANCE DIRECTOR / TREASURER for the Village of Bradley for the duration of the Agreement and subject to all terms and provisions of thereof.

SECTION 3. The proposed Agreement, attached hereto as Exhibit A and fully incorporated herein, is hereby approved in form and substance and the Village President is hereby authorized and directed to execute said agreement on behalf of the Village.

SECTION 4. The Village President is further authorized to take any and all actions, including but not limited to the execution of any and all documents, that are, in his opinion, necessary to enter into the Agreement with Romo.

SECTION 5. In the event that any provision or provisions, portion or portions, or clause or clauses of this Resolution shall be declared to be invalid or unenforceable by a Court of competent jurisdiction, such adjudication shall in no way affect or impair the validity or enforceability of any of the remaining provisions, portions, or clauses of this Resolution that may be given effect without such invalid or unenforceable provision or provisions, portion or portions, or clause or clauses.

SECTION 6. All ordinances, resolutions, motions, or parts thereof, conflicting with any of the provisions of this Resolution, are hereby repealed to the extent of the conflict.

SECTION 7. The Village Clerk is hereby directed to publish this Resolution in pamphlet form.

SECTION 8. This Resolution shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

PASSED by the Board of Trustees on a roll call vote on the 11 day of FEBRUARY 2019.

TRUSTEES:

| | | | |
|------------------|---|--------------------------------|-----------------------------------|
| GERALD BALTHAZOR | Aye - <input checked="" type="checkbox"/> | Nay - <input type="checkbox"/> | Absent - <input type="checkbox"/> |
| ROBERT REDMOND | Aye - <input checked="" type="checkbox"/> | Nay - <input type="checkbox"/> | Absent - <input type="checkbox"/> |
| LORI GADBOIS | Aye - <input checked="" type="checkbox"/> | Nay - <input type="checkbox"/> | Absent - <input type="checkbox"/> |
| MICHAEL WATSON | Aye - <input checked="" type="checkbox"/> | Nay - <input type="checkbox"/> | Absent - <input type="checkbox"/> |
| DON BARBER | Aye - <input checked="" type="checkbox"/> | Nay - <input type="checkbox"/> | Absent - <input type="checkbox"/> |
| NICK ALLEN | Aye - <input checked="" type="checkbox"/> | Nay - <input type="checkbox"/> | Absent - <input type="checkbox"/> |

VILLAGE PRESIDENT:

| | | | |
|----------------|--------------------------------|--------------------------------|-----------------------------------|
| BRUCE ADAMS | Aye - <input type="checkbox"/> | Nay - <input type="checkbox"/> | Absent - <input type="checkbox"/> |
| TOTALS: | Aye - <u>6</u> | Nay - <u>0</u> | Absent - <u>0</u> |

ATTEST:



MICHAEL J. LAGESSE, VILLAGE CLERK

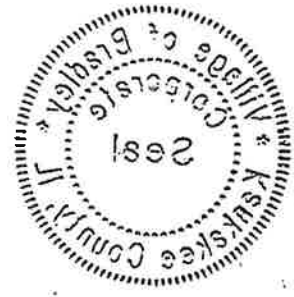
APPROVED this 11 day of FEBRUARY, 2019.

 - MAYOR PRO TEM
BRUCE ADAMS, VILLAGE PRESIDENT

ATTEST:



MICHAEL J. LAGESSE, VILLAGE CLERK

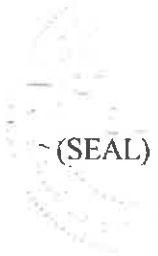


STATE OF ILLINOIS)
)
COUNTY OF KANKAKEE) §§

I, Michael J. LaGessee, Village Clerk of the Village of Bradley, County of Kankakee and State of Illinois, DO HEREBY CERTIFY that the attached is a true, perfect, and complete copy of Resolution number R-2-19-1. "A RESOLUTION APPOINTING ROBERT ROMO AS FINANCE DIRECTOR / TREASURER AND AUTHORIZING AN EMPLOYMENT AGREEMENT BETWEEN THE VILLAGE OF BRADLEY AND ROBERT ROMO." which was adopted by the Village President and Board of Trustees at a meeting held on the 11 day of FEB, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand in the Village of Bradley, County of Kankakee and State of Illinois, on this 11 day of FEB, 2019.


MICHAEL J. LAGESSE, VILLAGE CLERK



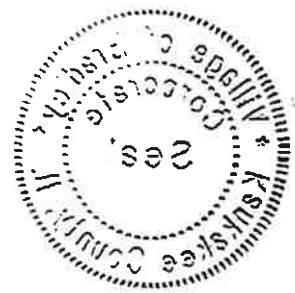


EXHIBIT A

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is made by and between the Village of Bradley, a political subdivision of the State of Illinois formed under and by virtue of the Constitution and Laws of Illinois and located in Kankakee County (the "Village"), and Robert Romo ("Romo") on this, the 27th day of February 2019. The Village and Romo shall hereinafter be referred to collectively as "the Parties" where appropriate.

RECITALS

WHEREAS, the Village is a political subdivision of the state of Illinois; and

WHEREAS, the Village desires to employ Romo as its Finance Director/Treasurer as set forth in this Agreement; and

WHEREAS, Romo desires to accept the offer of employment from the Village and to serve as the Village's Finance Director/Treasurer as set forth in this Agreement; and

WHEREAS, the Parties each warrant that they have all approvals and authority required to enter into this Agreement, that they are ready and willing to perform all duties and obligations required herein, and that they are willing to be fully bound by all terms and provisions hereof.

NOW THEREFORE, in consideration of the recitals and mutual promises set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, the Parties agree as follows:

AGREEMENT

ARTICLE I: General Provisions.

- 1.1: **Recitals incorporated.** The preceding paragraphs are substantive and are incorporated herein as if fully set forth herein.
- 1.2: **General Definitions.** Unless the context clearly indicates otherwise, the capitalized words, terms, and phrases defined in the recitals set forth above and from time to time herein shall have the same meanings for all purposes of this Agreement. In addition, in all cases, the singular shall include the plural, the plural shall include the singular, and a reference to any gender includes both genders and the neuter, as the case may be.
- 1.3: **Headings.** The headings in this Agreement are for convenience of reference only and shall not in any way or to any extent be interpreted to define, limit, or otherwise affect the provisions hereof.
- 1.4: **Effective Date.** The effective date of this agreement is and shall be the date upon which both parties have signed and fully executed this Agreement. This date shall hereinafter be referred to as the "Effective Date." As noted in Section 3.1, *infra*, the Effective Date may

or may not be the Start Date and nothing in this Agreement is intended or shall be deemed as requiring either Party to undertake or complete their respective duties and obligations under this Agreement at any time prior to the Start Date.

ARTICLE II: Scope of Services.

- 2.1 Scope of Services.** At all times that this Agreement is in effect, Romo shall be and act as the Village of Bradley Finance Director/Treasurer and shall perform all functions and duties attributable to said Finance Director/Treasurer by the Village Code, as amended, or any applicable state or federal statute. Romo shall work under the direction of the Village Administrator. As such Finance Director/Treasurer, Romo shall oversee and manage all aspects of the Village of Bradley Finance Department and further undertake and complete any and all functions, duties, and tasks as are or may be assigned either to him as such Finance Director/Treasurer or else to said Finance Department in general by the Corporate Authorities of the Village. The functions and duties set forth in this Section shall hereinafter be referred to as the "Services."
- 2.2 Services to be Professionally Rendered.** At all times that, this Agreement is in effect, Romo agrees to maintain a professional relationship with the Village, its elected officials, its employees, its agents, and any of its representatives, and to conduct himself in a manner that will reflect well upon the professional image of the Village.
- 2.3 Professional Licenses/Certifications.** Romo shall, at all times during the Term of Employment, maintain any and all professional licenses and/or certifications that are necessary for him to lawfully provide the Services as required by this Agreement.

ARTICLE III: Start Date and Term.

3.1: Start Date.

- (a) Romo shall begin his employment with the Village on the date Romo begins providing the Services, as set forth in Section 2.1, *supra*, provided that such date shall be no later than February 25, 2019. This date shall hereinafter be referred to as the "Start Date."
- (b) In the event that Romo is unable or unwilling to begin providing the Services on or before March 1st, 2019, this Agreement shall be void and have no further effect.

- 3.2: Term of Agreement.** The Parties agree that the term of Romo's employment with the Village shall be from the Start Date, as set out in Section 3.1, *supra*, until and through April 30, 2021. The period between and including both the Start Date and the Termination Date (*see* Section 3.4, *infra*) shall hereinafter be referred to as the "Term of Employment."

ARTICLE IV: Compensation.

4.1: Base Salary.

- (a) Beginning on the Start Date and continuing until this Agreement is terminated, the Village shall pay Romo at a salaried rate of \$99,000.00 annually (hereinafter the "Base Salary"). However, the Parties understand and agree that the Village shall only pay Romo a *pro rata* portion of his monthly wages during the initial month of this Agreement and that such portion shall be based upon the number of days during said month that fall within the Term of Employment.
- (b) Romo further understands and agrees that the Village will pay him the Base Salary on the same regular pay cycle as all other Village employees and also that he will have to fill out an hour-tracking timesheet during each pay period, as required by the Village and provided by law.
- (c) The Village shall provide Romo with cost of living adjustments (COLA) in salary at 3%/yr on the employee's anniversary date. Romo shall receive a performance evaluation yearly, which may result in a merit increase in addition to the COLA.

4.2 Minimum Hours. At all times during the Term of Employment, Romo understands and agrees that he is and will be required to provide the Services for a minimum of forty (40) hours per week. In addition, Romo understands and agrees that it may be necessary, from time to time, for him to provide the Services above and beyond this forty (40) hour minimum in a given week and that his salaried rate of compensation, as set forth in Section 4.1, *supra*, shall remain the same regardless of the number of hours actually worked in any given week.

4.3 FLSA/IMWL Exemptions. Romo understands and agrees that his employment with the Village pursuant to this Agreement falls within the scope of the Executive Employee exemption of the Fair Labor Standards Act of 1938 (29 USCS §213(a)(1)), as amended, and the corresponding exemption of the Illinois Minimum Wage Law (820 ILCS 105/4a(2)(E)), as amended. As such, Romo understands and agrees that under no circumstances shall he be entitled to any amount of overtime pay pursuant to either of the aforementioned statutes.

ARTICLE V: Termination.

5.1 Termination in General. In addition to terminating naturally on the Termination Date as contemplated by Article III, *supra*, this Agreement shall terminate upon the happening of any of the following events, as contemplated by and set forth in this Article V: (i) Romo dies or becomes disabled; (ii) Romo resigns; or (iii) the Village terminates Romo with or without cause (as set forth in Section 5.3, *infra*).

5.2 Termination by Resignation. At any time during the Term of Employment, Romo may terminate this Agreement by resignation, provided, however, that Romo must give the Village advanced written notice of such resignation in order for it to be effective. The notice contemplated under this Section should be given as early as possible, but under no circumstances shall Romo give the Village less than thirty (30) days' written notice.

5.3 Termination with or without cause.

- (a) The Employee's employment is at the will of the Village, and the Village may terminate the Employee's employment at any time with or without cause.
- (b) For the purposes of this Agreement "Cause" shall include, but not be limited to, the Village's reasonable determination, of the following:
- i. Romo is convicted or otherwise found guilty (regardless of sentence) of a felony or any crime involving moral turpitude, Romo is convicted or otherwise found guilty (regardless of sentence) of a felony or any crime involving dishonesty related to Romo's employment; or has entered a plea of guilty to any charge of such an offense; or the substantial weight of credible evidence indicates, in the Village's reasonable estimation, that Romo has committed such a crime; or
 - ii. Romo's theft or embezzlement or attempted theft or embezzlement of money or tangible or intangible assets or property of the Village or its employees or business relations; or
 - iii. Romo's substantial and repeated wrongful acts or acts of dishonesty which negatively affects the interest, property, operations, business, reputation, or professional image of the Village; or
 - iv. Romo's violation of a federal, state, or local law or regulation which negatively affects the interest, property, operations, business, reputation, or professional image of the Village; or
 - v. Romo's use of alcohol or any unlawful controlled substance to an extent that it interferes with the performance of Romo's duties under this Agreement; or
 - vi. Romo's performance of his duties under this Agreement, including but not limited to the Services, in a negligent or incompetent manner; or
 - vii. Romo's acts of fraud, misappropriation, or personal dishonesty; or
 - viii. Romo's violation of any express direction of the Corporate Authorities of the Village or any material violation of any rule, regulation, policy, or plan established by the Village prior to the Start Date regarding the conduct of its employees and/or its business; or

- ix. Romo's intentional misrepresentation of any material fact or omission of any information necessary to make any information supplied to the Village or any representative of the Village in connection with Romo's employment with the Village under this Agreement not materially misleading;
- x. Romo's engagement in the willful, unauthorized disclosure of any Confidential Information, as defined in Article VII of this Agreement, *infra*; or
- xi. Romo's material breach of this Agreement; or
- xii. Romo's excessive or chronic absenteeism or tardiness; or
- xiii. Romo's substantial abuse of leave privileges; or
- xiv. Romo's solicitation or acceptance of gifts, bribes, or other valuable things for personal gain or other corrupt practices during business hours or relating to Village business; or
- xv. Romo's use of substantial and repeated abusive language, attitude, or conduct while engaged in Village business; or
- xvi. Romo's repeated violations of standards and responsibilities included but not limited to the Village's personnel manual, or
- xvii. Romo's violation of the Village's anti-discrimination and anti-harassment policies.

ARTICLE VI: Fringe Benefits.

6.1. Insurance.

The Village of Bradley provides group insurance and term life insurance to its full time employees and their legal dependents.

6.2. Vacation.

Romo shall be entitled to vacation leave of fifteen (15) business days in the first year and two additional days per year thereafter for the term of this agreement. The time for vacation shall be selected by Romo and approved by the Village Administrator.

6.3. Holidays.

Romo shall be entitled to holidays as described in the personnel policy handbook.

6.4. Paid Sick Leave.

Romo shall start with a bank of five (5) sick days. Romo shall earn one sick day per month in accordance with the villages personnel policy handbook.

6.5. Retirement Benefit.

The Village shall pay the employer's portion of the retirement benefit provided by the Illinois Municipal Retirement Fund (IMRF). Romo agrees to pay, as required, the employee's mandatory contribution for participation.

6.6. Professional Business Expenses.

The Village agrees to pay for Romo's professional dues and subscriptions necessary for his continued professional participation, growth, and advancement.

ARTICLE VII: Confidentiality and Non-Disclosure.

7.1 Confidentiality and Non-Disclosure.

- (a) Romo warrants that he understands that during the course of his employment with the Village he may become privy to sensitive documents, information, materials, and/or records that are the proprietary to the Village (collectively "Confidential Information"). Romo understands and agrees that he may not disclose and/or disseminate any Confidential Information of the Village to any third party, except as required by law or as authorized by the Corporate Authorities of the Village.
- (b) For the purposes of this Agreement, "Confidential Information" includes, but is not limited to, Village employee personnel information, account information, financial reports, and billing system and information, as well as any other information or documentation that is explicitly made known to Romo as being confidential.

7.2 Removal of Confidential Information. Romo understands and agrees that he shall not remove any Confidential Information from the Village's various facilities, except as necessary for the adequate completion of the Services or else as authorized by the Corporate Authorities of the Village.

7.3 Return of Confidential Information. At whatever point that this Agreement is terminated, regardless of the reason or timing, Romo understands and agrees that he must return any and all Confidential Information of the Village in his possession to a duly-authorized representative of the Village as soon as practicable.

7.4 FOIA. The Parties hereby agree to reasonably cooperate with the other Party regarding any Freedom of Information Act ("FOIA") request calling for production of documents related to this Agreement and/or any Confidential Information of the Village.

7.5 Obligations to Survive Termination Date. The Parties understand and agree that all of the obligations imposed by this Article VII of this Agreement, including but not limited to the obligation of confidentiality, shall survive the termination of this Agreement and continue thereafter in perpetuity.

7.6 Consideration Sufficient. Romo warrants and acknowledges that the promises made and obligations incurred by him in accordance with the provisions of this Article VII are in consideration of good and valuable consideration from the Village, the receipt and sufficiency of which are hereby acknowledged. Romo further understands and agrees that the consideration proffered by the Village in exchange for the promises made and obligations incurred by him pursuant to this Article VII includes, but is not limited to, the Base Salary (*see* Section 4.1, *supra*) and any and all Fringe Benefits (*see* Article VI, *supra*).

ARTICLE VIII: Miscellaneous Provisions.

8.1: Notices and Communications. All notices, demands, requests for reimbursement, or other communications under or in respect to this Agreement or any provision hereof shall be made in writing and shall be deemed to have been given when the same are (i) deposited in the United States mail and sent by first class mail, postage prepaid, or (ii) personally delivered to the Village of Bradley or Romo, as the case may be, at their respective addresses (or at such other address as each Party may designate from time to time by written notice to the other Party), as follows:

If to the Village of Bradley:

Village of Bradley
147 S. Michigan
Bradley, IL 60915
Attn: Village President

If to Romo:

Robert Romo
10641 Churchill Drive
Orland Park, IL 60467

8.2: Choice of Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois. The Parties hereby agree that any action to enforce any provision of or right or obligation arising under this Agreement shall be brought exclusively in the Twenty-First Judicial Circuit Court of Kankakee County, Illinois.

8.3: Written Modification. Neither this Agreement nor any provision or provisions hereof may be changed, revised, modified, waived, discharged, terminated, or otherwise abrogated, diminished, or impaired other than by an instrument in writing duly authorized and executed by both Parties. Failure to enforce or demand compliance with any given provision of this Agreement at any given time by either Party shall not constitute or be deemed a waiver of such provision for either the instance in question or for any subsequent instance(s).

8.4: Counterparts. This Agreement may be executed in several counterparts, which may be transmitted by email, and each such counterpart shall be deemed an original. Further, the

signature of the Parties hereto on this Agreement may be executed and notarized on separate pages, and when attached to this Agreement shall constitute one complete document.

8.5: Non-Assignability. Neither this Agreement nor any provision hereof or any right or obligation arising hereunder may be assigned or transferred to any third party by any Party hereto without the express written authorization for such assignment by such other Party.

8.6: Successors and Assigns. This Agreement shall bind and inure to the benefit of the Parties and their respective successors and assigns, subject to the provisions of Section 8.5, *supra*.

8.7: Legal Representation.

- (a) Romo hereby warrants that he had the opportunity to have this Agreement reviewed by independent legal counsel and that he has had the opportunity to obtain independent legal advice in connection with this Agreement and all matters related hereto.
- (b) Romo hereby warrants that none of the Village, its elected officials, representatives, agents, employees, the law firm of Spesia & Taylor, or any representatives thereof have ever provided him with legal advice in any way or in any capacity with respect to this Agreement or in any matter related hereto. Romo further represents that in executing this Agreement he is not relying or acting upon any legal advice or representation of the Village, its representatives, agents, employees, the law firm of Spesia & Taylor, or representatives thereof.

8.8: Entire Agreement/Integration. This Agreement sets forth all of the terms and conditions agreed to by and between the Parties hereto. As such, this Agreement supersedes all prior negotiations, statements, agreements, and/or understandings, whether oral or in writing, with regard to the subject matter herein set forth. This would include but not be limited to any village ordinances that pertain to the position of Finance Director/Treasurer.

8.9: Severability. In the event that any provision or part of this Agreement is declared invalid or unenforceable by a court or administrative body of competent jurisdiction, such declaration of invalidity or unenforceability shall not in any way affect the validity and enforceability of any and all other provisions of this agreement as can be given meaning and effect in the absence of such invalid or unenforceable provision(s). Any provision of this agreement that is so declared to be invalid or unenforceable shall be deemed stricken from this Agreement with the remainder of the terms and provisions of this Agreement to remain in full force and effect.

[Signatures and acknowledgments on next page(s)]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on this 12th day of February, 2019.

THE VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS

Graue W Adams

BY: Graue W. Adams

Date: 2/12/19

ITS: VILLAGE PRESIDENT

Robert Romo

[Signature]

Date: 2-15-19

"OFFICIAL SEAL"
TERESA M RICHERT
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 09/05/21

ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) §§
COUNTY OF KANKAKEE)

I, Teresa M Richert a Notary Public in and for the State and County aforesaid, do hereby certify that BRUCE ADAMS, Village President of the Village of Bradley, Kankakee County, Illinois, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act of the Village of Bradley, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 12th day of February 2019.

Teresa M Richert
Notary Public

My Commission Expires: 09/05/21



ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) §§
COUNTY OF KANKAKEE)

I, Teresa M Richert a Notary Public in and for the State and County aforesaid, do hereby certify that ROBERT ROMO, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 15th day of February, 2021

Teresa M Richert
Notary Public

My Commission Expires: 09/05/21

