

VILLAGE OF BRADLEY

RESOLUTION NO. R-12-18-1

A RESOLUTION APPOINTING JAMES EGGERT AS INTERIM FIRE CHIEF AND
AUTHORIZING AN EMPLOYMENT AGREEMENT BETWEEN THE VILLAGE OF
BRADLEY AND JAMES EGGERT

ADOPTED BY THE
BOARD OF TRUSTEES OF THE
VILLAGE OF BRADLEY

THIS 10 DAY OF DECEMBER, 2018

Published in pamphlet form by the authority of the Board of Trustees of the Village of Bradley,
Kankakee County, Illinois this 10 day of DECEMBER, 2018

RESOLUTION NO. R-12-18-1

**A RESOLUTION APPOINTING JAMES EGGERT AS INTERIM FIRE CHIEF AND
AUTHORIZING AN EMPLOYMENT AGREEMENT BETWEEN THE VILLAGE OF
BRADLEY AND JAMES EGGERT**

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, pursuant to Section 10-2.1-4 of the Municipal Code (65 ILCS 5/10-2.1-4) and Section 20-21 of the Village of Bradley Code of Ordinances the Corporate Authorities of the Village have the authority to appoint the Fire Chief for the Village of Bradley Fire Department (the "Department"); and

WHEREAS, the Department does not presently have a Fire Chief and the Corporate Authorities have determined that it is in the best interests of the Village and its citizens to appoint an Interim Fire Chief to manage the Department until a permanent Fire Chief can be appointed; and

WHEREAS, the Corporate Authorities of the Village have determined that James Eggert ("Eggert") possesses all qualifications and experience necessary to fully and satisfactorily perform all functions as such Interim Fire Chief; and

WHEREAS, the Corporate Authorities of the Village desire to appoint Eggert as the Interim Fire Chief of the Department; and

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

WHEREAS, Eggert 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 Eggert as the Interim Fire Chief 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 James Eggert ("Eggert") to serve and act as the Interim Fire Chief of the Village of Bradley Fire Department for the duration of the Agreement (authorized in Sections 3 and 4, *infra*) 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 Eggert.

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 10 day of DECEMBER 2018.

TRUSTEES:

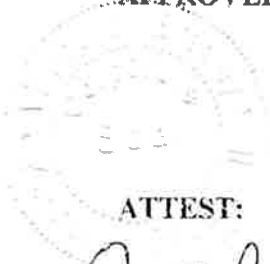
GERALD BALTHAZOR	Aye - <u> </u>	Nay - <u> </u>	Absent - <u> ✓ </u>
ROBERT REDMOND	Aye - <u> ✓ </u>	Nay - <u> </u>	Absent - <u> </u>
LORI GADBOIS	Aye - <u> ✓ </u>	Nay - <u> </u>	Absent - <u> </u>
MICHAEL WATSON	Aye - <u> ✓ </u>	Nay - <u> </u>	Absent - <u> </u>
DON BARBER	Aye - <u> ✓ </u>	Nay - <u> </u>	Absent - <u> </u>
NICK ALLEN	Aye - <u> ✓ </u>	Nay - <u> </u>	Absent - <u> </u>

VILLAGE PRESIDENT:

BRUCE ADAMS	Aye - <u> </u>	Nay - <u> </u>	Absent - <u> </u>
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TOTALS:	Aye - <u> 5 </u>	Nay - <u> 0 </u>	Absent - <u> 1 </u>
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ATTEST:


Michael J. Lagesse

MICHAEL J. LAGESSE, VILLAGE CLERK

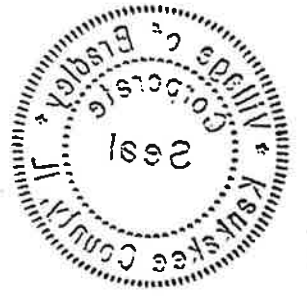
APPROVED this 10 day of DECEMBER, 2018.

Bruce W. Adams
BRUCE ADAMS, VILLAGE PRESIDENT

ATTEST:

Michael J. Lagesse

MICHAEL J. LAGESSE, VILLAGE CLERK



STATE OF ILLINOIS)
) §§
COUNTY OF KANKAKEE)

I, Michael J. LaGesse, 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-12-18-1. "A RESOLUTION APPOINTING JAMES EGGERT AS INTERIM FIRE CHIEF AND AUTHORIZING AN EMPLOYMENT AGREEMENT BETWEEN THE VILLAGE OF BRADLEY AND JAMES EGGERT," which was adopted by the Village President and Board of Trustees at a meeting held on the 10 day of Dec, 2018.

IN WITNESS WHEREOF, I have hereunto set my hand in the Village of Bradley, County of Kankakee and State of Illinois, on this 10 day of Dec, 2018.


MICHAEL J. LAGESSE, VILLAGE CLERK



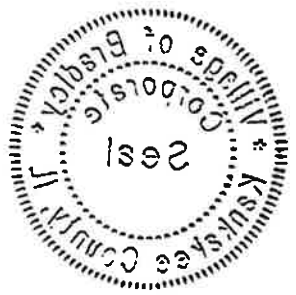


EXHIBIT A

R-12-18-7

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 James Eggert ("Eggert") on this, the 7th day of JANUARY 2018. The Village and Eggert 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 provides fire protection services to its residents; and
 - WHEREAS**, the Village desires to employ Eggert as its Interim Fire Chief as set forth in this Agreement; and
 - WHEREAS**, Eggert desires to accept the offer of employment from the Village and to serve as the Village's Interim Fire Chief 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, Eggert shall be and act as the Village of Bradley Fire Chief and shall perform all functions and duties attributable to said Fire Chief by the Village Code, as amended, or any applicable state or federal statute. As such Fire Chief, Eggert shall oversee and manage all aspects of the Village of Bradley Fire Department and further undertake and complete any and all functions, duties, and tasks as are or may be assigned either to him as such Fire Chief or else to said Fire 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, Eggert 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.** Eggert 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, Term, and Extension.

3.1: Start Date.

- (a) Eggert shall begin his employment with the Village on the date Eggert begins providing the Services, as set forth in Section 2.1, *supra*, provided that such date shall be no later than January 14, 2019. This date shall hereinafter be referred to as the "Start Date."
- (b) In the event that Eggert is unable or unwilling to begin providing the Services on or before January 14, 2019, this Agreement shall be void and have no further effect.

- 3.2: Term of Agreement.** The Parties agree that the term of Eggert's employment with the Village shall be from the Start Date, as set out in Section 3.1, *supra*, until and through June 30, 2019, unless the term of this Agreement is extended by mutual written agreement of the Parties in the manner contemplated by Section 3.3, *infra*. 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."

- 3.3: **Extension by Agreement.** At any time prior to the Termination Date, as set forth in Section 3.4, *infra*, the Parties may, by a written agreement executed by both Parties, extend the term of this Agreement to a date certain that shall not be more than 180 days after the Termination Date.
- 3.4: **Termination Date.** This Agreement shall terminate at 11:59 p.m. on June 30, 2019, unless the term of this Agreement is extended as set forth in Section 3.3, *supra*. This date shall hereinafter be referred to as the "Termination Date." In the event that this Agreement is extended as set forth above, the date to which it is extended shall become the new Termination Date and this Agreement shall terminate at 11:59 p.m. on that date.

ARTICLE IV: Compensation.

4.1: **Base Salary.**

- (a) Beginning on the Start Date and continuing until this Agreement its terminated, the Village shall pay Eggert at a salaried rate \$11,000.00 per month (hereinafter the "Base Salary"). However, the Parties understand and agree that the Village shall only pay Eggert 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) Eggert 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.

4.2 **Minimum Hours.** At all times during the Term of Employment, Eggert 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, Eggert 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.** Eggert 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, Eggert 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) Eggert dies or becomes disabled; (ii) Eggert resigns; or (iii) the Village terminates Eggert for Cause (as set forth in Section 5.4, *infra*).
- 5.2 Termination by Death or Disability.**
- (a) In the event that Eggert dies or becomes Disabled during the Term of Employment, this Agreement and Eggert's employment with the Village will immediately terminate as of the date of such death or Disability. The Village shall have no obligation to Eggert or Eggert's estate for the payment of the Base Salary or any other benefits or compensation except (i) to the extent that such accrued before and including the date of Eggert's death or Disability, (ii) as set forth in Section 5.2(c), *infra*, or (iii) as otherwise provided by law.
 - (b) For the purposes of this Section 5.2, the terms "Disabled" and "Disability" shall interchangeably mean and be construed to mean Eggert's inability, for a period of three (3) consecutive weeks (or fifteen (15) consecutive business days, as the case may be), to perform his essential duties under this Agreement, including but not limited to the Services, taking into account any reasonable accommodation required by law, due to any mental or physical impairment which substantially limits one or more major life activities.
 - (c) In the event that Eggert dies or becomes Disabled under circumstances that would entitle him or his spouse to insurance coverage pursuant to the provisions of the Illinois Public Safety Employee Benefits Act (820 ILCS 320/1, *et seq.*), the Village shall pay Eggert (or his Spouse, in the case of Eggert's death) the remaining balance of his Base Salary under this Agreement up and through the Termination Date.
- 5.3 Termination by Resignation.** At any time during the Term of Employment, Eggert may terminate this Agreement by resignation, provided, however, that Eggert 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 Eggert give the Village less than thirty (30) days' written notice.
- 5.4 Termination for Cause.**
- (a) The Village may immediately terminate this Agreement at any time for Cause. Upon Termination for Cause, the Village shall have no obligation to Eggert for the payment of the Base Salary or any other benefits or compensation except: (i) to the extent that such accrued before and including the date of Termination for Cause; (ii) with regards to the reimbursement of appropriately documented expenses incurred by Eggert before the date of Termination for Cause, to the extent that Eggert would have been entitled to such

reimbursement but-for the termination of employment; and (iii) as otherwise provided by law.

(b) For the purposes of this Agreement "Cause" shall mean, in the Village's reasonable determination, the following:

- i. Eggert is convicted or otherwise found guilty (regardless of sentence) of a felony or a crime involving dishonesty related to Eggert'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 Eggert has committed such a crime; or
- ii. Eggert'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. Eggert's act or acts of dishonesty which negatively affects the interest, property, operations, business, reputation, or professional image of the Village; or
- iv. Eggert'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. Eggert's use of alcohol or any unlawful controlled substance to an extent that it interferes with the performance of Eggert's duties under this Agreement; or
- vi. Eggert's performance of his duties under this Agreement, including but not limited to the Services, in a negligent or incompetent manner; or
- vii. Eggert's acts of fraud, misappropriation, or personal dishonesty; or
- viii. Eggert'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. Eggert'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 Eggert's employment with the Village under this Agreement not materially misleading;
- x. Eggert's engagement in the willful, unauthorized disclosure of any Confidential Information, as defined in Article VII of this Agreement, *infra*; or
- xi. Eggert's intentional material breach of this Agreement.

ARTICLE VI: Fringe Benefits.

6.1 Insurance.

- (a) Eggert understands and agrees that the Village shall not provide him with any insurance coverage or similar benefit of any kind for any reason or at any time during the Term of Employment, subject only to sub-part (b) of this Section.
- (b) As the sole and limited exception to the foregoing paragraph, the Village agrees to provide Eggert and his spouse with any insurance benefits and/or other benefits to which they may be entitled pursuant to the Illinois Public Safety Employee Benefits Act (820 ILCS 320/1), as amended.

6.2 Pension.

- (a) Eggert understands and agrees that he is not and shall not be eligible to participate in or receive any pension or pension benefits related to his employment with the Village pursuant to this Agreement.
- (b) Eggert hereby acknowledges, affirms, and agrees that he has knowingly and voluntarily waived any right that he may have to participate in or receive any pension or pension benefits related to his employment with the Village pursuant to this Agreement.
- (c) Nothing in this Section is intended or shall be deemed to in any way affect Eggert's right to participate in an IRC §457(b) Deferred Compensation Plan as set forth in Section 6.11, *infra*.

6.3 IMRF.

- (a) Eggert understands and agrees that he is not and shall not be eligible to participate in or receive any payments related to the Illinois Municipal Retirement Fund ("IMRF") as a result of or in connection with his employment with the Village pursuant to this Agreement.
- (b) Eggert hereby acknowledges, affirms, and agrees that he has knowingly and voluntarily waived any right that he may have to participate in the IMRF in connection with his employment with the Village pursuant to this Agreement.
- (c) Nothing in this Section is intended or shall be deemed to in any way affect Eggert's right to participate in an IRC §457(b) Deferred Compensation Plan as set forth in Section 6.11, *infra*.

6.4 Village Vehicle.

- (a) At all times during the Term of Employment, the Village will provide Eggert with a Village-owned vehicle for use in connection with the Services. The Village will be

responsible for paying for all liability, property damage, and comprehensive insurance coverage on such vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle. In addition, the Village will fully reimburse Eggert for any normal expenses associated with his use of said vehicle in connection with the Services, including but not limited to expenses related to fuel, provided that such expenses are appropriately documented as required by the Village's Reimbursement Procedures.

- (b) With regards to any Village-owned vehicle provided to him, Eggert understands and agrees that he shall at all times maintain and operate said vehicle in a suitable manner that reflects well upon the professional image of the Village.
- (c) Eggert understands and agrees that the Village-owned vehicle provided to him pursuant to this Section shall be used for (i) the provision of the Services, (ii) professional travel associated with the Services, and (iii) reasonable personal use. Under no circumstances shall Eggert take the vehicle outside of a seventy (70) mile radius of the Village of Bradley Fire Department without prior written approval by the Village President or Village Administrator.

6.5 Village Cell Phone.

- (a) At all times during the Term of Employment, the Village will provide Eggert with a Village-owned cell phone for use in connection with the Services. The Village will be responsible for paying any and all expenses attendant upon the purchase, operation, maintenance, repair, and regular replacement of said cell phone, and shall further be solely responsible for taking any and all actions necessary to keep said cell phone in service.
- (b) With regards to any Village-owned cell phone provided to him, Eggert understands and agrees that said cell phone shall only be used for official purposes in connection with the Services and further agrees that he shall at all times use said cell phone in a suitable manner that reflects well upon the professional image of the Village.
- (c) Eggert hereby acknowledges and affirms that he does not have any expectation of or right to privacy in connection with his use of the Village-owned cell phone provided pursuant to this Section. Eggert further acknowledges and affirms that any and all actions, communications, and/or information related to or stored upon such cell phone may be subject to disclosure, including but not limited to by request pursuant to the Freedom of Information Act or court subpoena. Finally, Eggert agrees that, upon request of the Village, he shall return the cell phone immediately.

6.6 Uniform Expenses. Eggert understands and agrees that, to the extent practicable, he shall repurpose and reuse any uniforms or other articles of clothing that he already owns and possesses that can be suitably used in connection with the Services. To the extent that it is necessary for Eggert to procure new uniforms and/or other articles of clothing for use in connection with the Services, the Village agrees to reimburse him for any and all expenses associated therewith,

provided that such expenses are appropriately documented as required by the Village's Reimbursement Procedures. Reimbursable expenses under this Section 6.6 are and shall be limited to a maximum amount of \$600.00.

6.7 Sick Leave. Eggert understands and agrees that, upon commencing the Term of Employment on the Start Date, he shall be entitled to six (6) sick days, to be taken in accordance with the Village's Personnel Manual. However, in the event that the Term of Employment is extended pursuant to Section 3.3, *supra*, Eggert shall accrue an additional one (1) sick day for every thirty (30) days of such extension. Upon termination of this Agreement, Eggert shall not be entitled to any compensation for any balance of unused sick days.

6.8 Vacation.

- (a) Eggert understands and agrees that he shall be entitled to a total of six (6) days of paid vacation during the Term of Employment. Eggert's initial six (6) days of vacation shall accrue on the Start Date.
- (b) In the event that the Term of Employment is extended pursuant to Section 3.3, *supra*, Eggert shall accrue an additional one (1) day of paid vacation for every thirty (30) days of such extension. Any and all additional vacation days that accrue on account of any extension of this Agreement shall accrue on the date of such extension.
- (c) Upon termination of this Agreement, Eggert shall not be entitled to any compensation for any balance of unused vacation days.

6.9 Personal Days. Beginning on the Start Date, Eggert shall be entitled to one (1) paid personal day. In the event that this Agreement is extended pursuant to Section 3.3, *supra*, Eggert shall accrue one (1) additional paid personal day on July 1, 2019.

6.10 Holidays. Eggert shall generally be entitled to all holidays set out in the Village's Personnel Manual. However, in the event that it is, in the reasonable determination of the Village, reasonably necessary for Eggert to provide the Services on any given holiday, Eggert shall do so. Eggert shall not be entitled to receive any additional monetary compensation for any holiday on which he is required to work; however, Eggert may substitute a different day for any such holiday, subject to prior written approval from the Village President or Village Administrator.

6.11 IRC 457(b) Deferred Compensation Plan. The Parties understand and agree that Eggert shall be permitted to participate in an IRC 457(b) Deferred Compensation Plan during the Term of Employment and to the fullest extent permitted by law. The Parties further understand and agree that the Village will match lawful contributions made by Eggert pursuant to such plan, up to \$1500.00 per month. Nothing in this Section is intended or shall be deemed to entitle Eggert to participate in any pension program of the Village.

ARTICLE VII: Confidentiality and Non-Disclosure.

7.1 Confidentiality and Non-Disclosure.

- (a) Eggert 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"). Eggert 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 Eggert as being confidential.

7.2 Removal of Confidential Information. Eggert 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, Eggert 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. Eggert 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. Eggert 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 Eggert, 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 Eggert:

James Eggert
7209 Orchard Place
Downers Grove, IL 60516

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) Eggert 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) Eggert 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. Eggert 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.

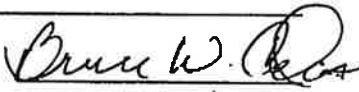
8.8: Entire Agreement/Integration. This Agreement sets forth all of the terms and conditions agreed to by and between the Parties hereto. As such, this Agreement supersedes all prior negotiations, statements, agreements, and/or understandings, whether oral or in writing, with regard to the subject matter herein set forth.

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 17th day of JANUARY 2018.⁹

THE VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS

BY: 
ITS: VILLAGE PRESIDENT

Date: 1/7/19

JAMES EGGERT


Date: 1/7/2019

ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) §§
COUNTY OF KANKAKEE)

I, Teresa M. Richert Notary Public in and for the State and County aforesaid, do hereby certify that JAMES EGGERT, 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 7th day of JANUARY 2019

Teresa M. Richert
Notary Public

My Commission Expires: 9-05-2021



"OFFICIAL SEAL"
TERESA M. RICHERT
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 08/01/21

ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) §§
COUNTY OF KANKAKEE)

I, Teresa Richert 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 7th day of January 2019

Teresa M. Richert
Notary Public



My Commission Expires: 9-05-2021

FIRE SERVICE TRAINING

In recognition of
successful completion of the requisite course
The STATE FIRE MARSHAL

Division of
PERSONNEL STANDARDS AND EDUCATION
hereby confers upon

JAMES L. EGGERT

the title of

CERTIFIED FIRE OFFICER III



with all the honors, rights, and privileges thereunto appertaining

05/18/89

Certified

Edmund J. Berger
Deputy State Fire Marshal

Thomas Bestudick
State Fire Marshal

FIRE SERVICE TRAINING

In recognition of
successful completion of the requisite course
The STATE FIRE MARSHAL

Division of
PERSONNEL STANDARDS AND EDUCATION
hereby confers upon
JAMES L. EGGERT

the title of



APR. 19, 1980
Date Course Completed

ADVANCED CERTIFIED FIRE FIGHTER III

with all the honors, rights, and privileges thereunto appertaining

1. Orientation	2. Fire Behavior Science	3. Extinguishers and Ext. Agents	4. Tools and Equipment	5. Communications	6. Ropes and Knots	7. Breathing Equipment	8. Ladders	9. Hose	
10. Water Supply	11. Fire Streams	12. Installed Fire Protection Systems	13. Forcible Entry	14. Ventilation	15. Rescue	16. Salvage and Overhaul	17. Fire Prevention and Inspection	18. Personal Safety	19. Apparatus
20. First Aid	21. Arson Evidence	22. Fireman's Law	23. Fire Suppression	24. Pre-Fire Planning	25. Disasters High Conflagrations	26. Aircraft Fire Protection	27. Records and Reports	28. Special Equipment and Techniques	29. Proficiency Locally Examined

James L. Carter
State Fire Marshal



Carl E. Mc Coy
Deputy State Fire Marshal

School Director or Examining Authority

Certified Instructor or Training Officer

Southern Illinois University
at Carbondale
**College of
Technical Careers**

On recommendation of the President and Faculty,
the Board of Trustees, by virtue of the authority vested in it, has
conferred on

James Lawrence Eggert

the degree of

**Bachelor of Science
Fire Science Management**

and has granted this Diploma as evidence thereof
this eleventh day of May, 1990

John C. Guyon
President
Paul W. Pace
Dean



Lawrence K. Patti
Chancellor
G. H. Van Meter
Chairman of Board

Lewis University

*The Trustees of the University, by virtue of the authority
vested in them, and upon recommendation of
the Faculty, have conferred on*

James Lawrence Eggert

the degree of

Master of Science

and have granted this diploma as evidence thereof.

Given at Romeoville, Illinois, this fifteenth day of December, 2002.



Broth. James A. [Signature]
President

[Signature]
Dean of the College
of Arts and Sciences



Office of the Registrar
One University Parkway
Romeoville, Illinois 60446
lewisu.edu/registrar

Issued To: James Eggert

TRANSCRIPT OF ACADEMIC RECORD

Page: 1
Date Issued: 17-FEB-2017
Level: Graduate

Record of: James L Eggert

Student ID: L00702909

Date of Birth: 13-OCT

Course Level: Graduate

Current Program
Master of Science

College : Arts and Sciences
Major : Public Safety Admin

Degree Awarded Master of Science 15-DEC-2002

Primary Degree

College : Arts and Sciences
Major : Public Safety Admin

***** TRANSCRIPT TOTALS *****				
	Earned Hrs	GPA Hrs	Points	GPA
TOTAL INSTITUTION	36.00	36.00	144.00	4.00
TOTAL TRANSFER	0.00	0.00	0.00	0.00
OVERALL	36.00	36.00	144.00	4.00
***** END OF TRANSCRIPT *****				

SUBJ NO.	COURSE TITLE	CRED	GRD	PTS	R
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INSTITUTION CREDIT:

Spring 2002

PSAD 52700	Public Safety Ldrshp	3.00	A	12.00
PSAD 54500	Labor Rel Public Sec	3.00	A	12.00
Ehrs: 6.00 GPA-Hrs: 6.00 QPts: 24.00 GPA: 4.00				

Good Standing

Summer 2002

PSAD 53300	Pub Sfty Tran-Mng4Dv	3.00	A	12.00
PSAD 53600	Ethcs Integ Soc Resp	3.00	A	12.00
PSAD 53900	Pub Sfty Law Civ Lib	3.00	A	12.00
PSAD 54200	Fire/Pol/Proct Oper	3.00	A	12.00
Ehrs: 12.00 GPA-Hrs: 12.00 QPts: 48.00 GPA: 4.00				

Good Standing

Fall 2002

CSJS 52000	Homicide-Violent Crm	3.00	A	12.00
CSJS 53500	Policing Mut Cul Soc	3.00	A	12.00
PSAD 53000	Crtcl Think Dec Mak	3.00	A	12.00
PSAD 54700	Risk/Crisis Mangmt	3.00	A	12.00
PSAD 55000	Human Resour Develop	3.00	A	12.00
PSAD 55300	Pub Safe Agnc&Commu	3.00	A	12.00
Ehrs: 18.00 GPA-Hrs: 18.00 QPts: 72.00 GPA: 4.00				

Good Standing

***** CONTINUED ON NEXT COLUMN *****

RAISBE SEAL NOT REQUIRED:
This official university transcript is
printed on SCRIP-SAFE™ security
paper and does not require a raised seal.



James L. Eggert
REGISTRAR

FIRE SERVICE TRAINING

In recognition of
successful completion of the requisite course
The STATE FIRE MARSHAL

Division of
PERSONNEL STANDARDS AND EDUCATION

hereby confers upon

JAMES L. EGGERT

the title of

CERTIFIED FIRE OFFICER III

with all the honors, rights, and privileges thereunto appertaining

05/18/89

Certified

Deputy State Fire Marshal

State Fire Marshal



James L. Eggert

Sharon Butcher

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Certified Instructor or Training Officer

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at Carbondale
**College of
Technical Careers**

On recommendation of the President and Faculty,
the Board of Trustees, by virtue of the authority vested in it, has
conferred on

James Lawrence Eggert

the degree of

**Bachelor of Science
Fire Science Management**

and has granted this Diploma as evidence thereof
this eleventh day of May, 1990

John C. Guyon
President
Paul A. Hauer
Dean



Lawrence K. Pate
Chancellor
C. H. Van Meter
Chairman of Board

Lewis University

The Trustees of the University, by virtue of the authority vested in them, and upon recommendation of the Faculty, have conferred on

James Lawrence Egbert

the degree of

Master of Science

and have granted this diploma as evidence thereof.

Given at Romeoville, Illinois, this fifteenth day of December, 1902.



Bro. Geo. A. Foster
President

Ag. Lawrence
Secretary

Dean of the College of Arts and Sciences



Office of the Registrar
One University Parkway
Romeoville, Illinois 60446
lewisu.edu/registrar

Issued To: James Eggert

TRANSCRIPT OF ACADEMIC RECORD

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Record of: James L Eggert

Student ID: L00702909

Date of Birth: 13-OCT

Course Level: Graduate

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Major : Public Safety Admin

Degree Awarded Master of Science 15-DEC-2002

Primary Degree

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Major : Public Safety Admin

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SUBJ NO.	COURSE TITLE	CRD	GRD	PTS	R
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PSAD 53600 Ethcs. Integ Soc Resp 3.00 A 12.00
PSAD 53900 Pub Sfty Law Civ Lib 3.00 A 12.00
PSAD 54200 Fire/Pol/Proct Oper 3.00 A 12.00
Ehrs: 12.00 GPA-Hrs: 12.00 QPts: 48.00 GPA: 4.00
Good Standing

Fall 2002
CSJS 52000 Homicide-Vioient Crm 3.00 A 12.00
CSJS 53500 Policing Mut Cul Soc 3.00 A 12.00
PSAD 53000 Crctl Think Dec Mak 3.00 A 12.00
PSAD 54700 Risk/Crisis Mangmt 3.00 A 12.00
PSAD 55000 Human Resour Develop 3.00 A 12.00
PSAD 55300 Pub Safe Agnc&Commu 3.00 A 12.00
Ehrs: 18.00 GPA-Hrs: 18.00 QPts: 72.00 GPA: 4.00
Good Standing

***** CONTINUED ON NEXT COLUMN *****

LEWIS UNIVERSITY DOES NOT REQUIRE
This official university transcript is
printed on SCRIP-SAFE™ security
paper and does not require a raised seal.

James L. Eggert
REGISTRAR

