

RESOLUTION NUMBER 43 -10

**A RESOLUTION AUTHORIZING THE EXECUTION OF THE
AGREEMENT FOR EMPLOYMENT OF ROBERT J. SKURLA AS
INTERIM VILLAGE ADMINISTRATOR BY THE VILLAGE OF EAST
DUNDEE**

WEREAS, the Village of East Dundee is a home rule unit of local government under and pursuant to Section 6 of Article VII of the Constitution of the State of Illinois, has the authority to exercise any power and perform any function pertaining to its government and affairs, including but not limited to the power to regulate for the protection of the public health, safety, morals, and welfare; and

WHEREAS, it is deemed necessary and desirable for the Village of East Dundee to enter into the Agreement for the hiring of Robert J. Skurla as an Interim Village Administrator.

NOW THEREFORE BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS, AS FOLLOWS:

Section One. That the Village of East Dundee adopts and approves and the President be and he is hereby authorized and directed to sign and the Village Clerk is directed to attest to the execution of the Agreement for the hiring of Robert J. Skurla as Interim Village Administrator, a copy of which Agreement is attached hereto and made a part hereof.

Section Two. Severability. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

Section Three. Repeal. If any section, paragraph, clause, or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Resolution.

Section Four. Publication. This Resolution shall be in full force and effect forthwith upon its adoption, approval and publication in pamphlet form as provided by law.

Adopted this 6th day of December, 2010, pursuant to a roll call vote as follows:

AYES: 5 - Trustees Ruffalo, Lynam, Miller, VanOsterbridge & President Bartels

NAYES: 0

ABSENT: 2 - Trustees Gorman & Cichowski

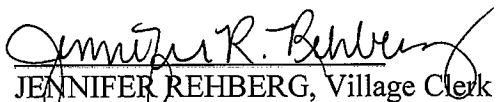
Approved by me this 6th day of December, 2010.



JERALD BARTELS, President

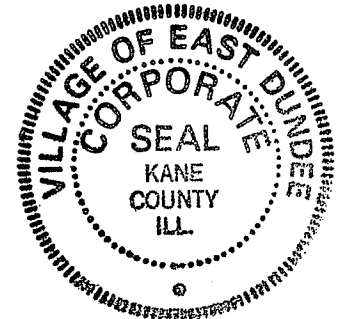
Published in pamphlet form this 13th day of December, 2010, under the authority of the President and Board of Trustees.

ATTEST:



JENNIFER REHBERG, Village Clerk

Recorded in the Village Records on Dec. 13th, 2010.



VILLAGE OF EAST DUNDEE

AGREEMENT FOR HIRING OF AN INTERIM VILLAGE ADMINISTRATOR

This Employment Agreement is made as of the date written below, by and between the Village of East Dundee (hereinafter referred to as the "Village") and Robert J. Skurla, (hereinafter referred to as "Interim Village Administrator").

In consideration of the mutual covenants and consideration set forth herein, the Village and Interim Village Administrator agree as follows:

I. TERM OF ENGAGEMENT; INDEPENDENT CONTRACTOR

The Village hereby engages the Interim Village Administrator, commencing January 1, 2010 and terminating one hundred eighty (180) days thereafter, unless terminated earlier or Village's ninety (90) day option to not renew the contract is exercised. Contained within that one hundred eighty (180) days time period is a three (3) month option that the Village, in their discretion, may exercise to renew or extend for an additional three (3) months which would then constitute the full one hundred eighty (180) days. The Village, in its sole discretion, may renew or extend the term of engagement for the second ninety (90) day period. The Interim Village Administrator shall be considered an employee of the Village.

II. SCOPE OF DUTIES

A. The Interim Village Administrator shall provide administrative services to the Mayor, Trustees and Village staff and shall advise Village officials on policy issues affecting all aspects of Village organization and operations, within the scope of his competence.

B. The Interim Village Administrator shall act on behalf of the Mayor and Board of Trustees as an agent in supervising and directing Village staff in the performance of their duties. He shall advise and consult with Village officials regarding the hiring, assignment, promotion and firing of employees. The Mayor and Board of Trustees shall advise all Village officers and employees to cooperate with and assist the Interim Village Administrator and to seek the advice of the Interim Village Administrator on all administrative and policy questions before communicating with any elected

official. Except in an emergency, no individual elected official shall issue any directive to any Village employee without first consulting with the Interim Village Administrator. In case of any directive issued in an emergency, the elected official shall inform the Interim Village Administrator of the circumstances at the first opportunity.

C. The Interim Village Administrator shall attend all regular and special meetings of the Village Board, unless excused by the Board.

III. HOURS OF WORK

Interim Village Administrator is expected to render full time hours associated with this position to accomplish his duties to the satisfaction of the Board.

IV. FEE; TERMINATION

A. The Village shall pay the Interim Village Administrator a salary of Forty Eight Thousand (\$48,000.00) Dollars for six (6) months of service, in installments, on a schedule which is the same as that for Village payroll and accounts payable checks. The Village will provide the same fringe benefit package provided other non-union employees during this period and withhold federal income taxes, state income taxes, FICA taxes and IMRF withholdings as provided for other employees. If the Village does not renew the option after ninety (90) days, no additional sum is forthcoming, and a salary of Twenty Four Thousand (\$24,000.00) Dollars will have been previously paid to the Interim Village Manager for services rendered. If option is exercised by the Village, the terms stay the same for the second ninety (90) day period.

B. The Village may terminate this Agreement at any time. If termination is due to breach of the Agreement by the Interim Village Administrator, the Interim Village Administrator may make a claim for payment for work completed successfully prior to termination. If the Village terminates in the absence of any breach by the Interim Village Administrator, Village shall pay Interim Village Administrator Twenty Four Thousand (\$24,000.00) Dollars or the amount remaining under the contract, whichever is less. The Interim Village Administrator may terminate this Agreement at any time, but shall not be entitled to payment of any fee beyond that portion payable to the date of termination. The Village can terminate the Interim Village Administrator for cause. Cause means: a) willful malfeasance or willful misconduct by Interim Village Administrator in connection

to his employment; b) Interim Village Administrator's gross negligence in performing any of his duties under this agreement; or c) Interim Village Administrator being found guilty of any felony or misdemeanor involving dishonesty, drug related offenses or moral turpitude or any other misdemeanor or infraction; d) the Interim Village Administrator's willful breach of any written policy applicable to all employees adopted by the employer; or e) material breach by employee of any of the terms of the agreement.

V. OTHER BENEFITS

A. The Interim Village Administrator shall not be eligible to apply for Unemployment Compensation benefits upon termination of this contract. He shall not be eligible to apply for Workers Compensation benefits during the term of this contract.

B. In addition to the salary specified above, the Village shall pay the interim Village Administrator Five Hundred (\$500.00) Dollars up front each month for expenses attributable to Village business; the foregoing amount shall not be considered an expense reimbursement for which proof need be provided to comply with Internal Revenue Service regulations.

C. The Interim Village Administrator shall not be reimbursed for costs of professional memberships and shall not be reimbursed for the cost of conferences or professional meetings during the initial term of this Agreement.

D. The interim Village Administrator shall not be prohibited from teaching, writing, consulting or other self-employment activities not in conflict with his responsibilities to the Village set forth in this agreement during the initial term of the same.

VI. ECONOMIC DEVELOPMENT SERVICES CONTRACT

During the term of this agreement, the contract for economic development services being provided to the Village by Robert J. Skurla through his company R Skurla Associates Development, Inc. shall be discontinued and such contract shall be assigned to Mainstreet Consulting, a firm owned and operated by Doug Bergren of Mt. Carroll, Illinois. Upon termination of this contract, should the Village discontinue an employer/employee relationship with Robert J. Skurla, the unexpired portion of the Economic Development Services Contract shall be re-instated to R Skurla Associates

Development, Inc. and Robert J. Skurla shall have the right to solicit future work as an independent contractor with the Village.

VII. ENTIRE AGREEMENT

This Employment Agreement contains the complete and entire agreement between the Village and Interim Village Administrator and supersedes all prior agreements and understandings, whether oral or written with respect to Interim Village Administrator's employment as Interim Village Administrator with the Village. This Employment Agreement may be changed only by an agreement in writing signed by Interim Village Administrator and the Village.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 2010.

VILLAGE OF EAST DUNDEE

By Robert J. Skurla
Interim Village Administrator

By James Burt
Village President

By Jennifer Behrens
Village Clerk