
THE VILLAGE OF HOMER GLEN
WILL COUNTY, ILLINOIS

RESOLUTION
NUMBER 13-005

**A RESOLUTION AUTHORIZING EXECUTION OF A
TWO YEAR CONSULTING AGREEMENT BETWEEN
THE VILLAGE OF HOMER GLEN AND JOHN SAWYERS**

JAMES P. DALEY, Village President
GALE SKROBUTON, Village Clerk

MIKE COSTA
MARCIA DEVIVO
MARY NIEMIEC
MARGARET SABO
TEDD KAGIANAS
GEORGE YUKICH

Trustees

**A RESOLUTUION AUTHORIZING EXECUTION OF A
TWO YEAR CONSULTING AGREEMENT BETWEEN
THE VILLAGE OF HOMER GLEN AND JOHN SAWYERS**

WHEREAS, the corporate authorities of the Village of Homer Glen have determined it to be in the best interest of the Village to continue to engage the services of a consultant to assist the Village with various aspects of financial planning and administration; and

WHEREAS, the Village President has determined to appoint John Sawyers and the Village Board of Trustees has given its advice and consent to that appointment.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND VILLAGE BOARD OF TRUSTEES OF THE VILLAGE OF HOMER GLEN, WILL COUNTY, ILLINOIS, THAT:

Section 1: Recitals – The foregoing recitals are hereby incorporated into this Resolution as if fully set forth herein.

Section 2: Authorization to Execute – The Village President is hereby authorized to execute a Consulting Agreement between the Village and John Sawyers for the period commencing May 1, 2013 through April 30, 2015, upon such terms as may be agreed upon in substantially the same form as the Consulting Agreement attached hereto as "Exhibit A", and made a part hereof. The Village Clerk is authorized to attest to the signature of the Village President in connection with the execution of said Consulting Agreement. **Post April 30, 2015, said agreement shall continue on a month to month basis until renewed, adjusted or cancelled.**

Section 3: Severability - The various portions of this Resolution are hereby expressly declared to be severable, and the invalidity of any such portion of this Resolution shall not affect the validity of any other portions of this Resolution which shall be enforced to the fullest extent possible.

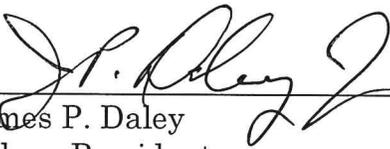
Section 4: Repealer - All resolutions or portions of resolutions previously passed or adopted by the Village of Homer Glen that conflict with or are inconsistent with the provisions of this Resolution are hereby repealed.

Section 5: Effective Date - This Resolution shall be in full force and effect from and after its passage and approval.

Adopted this 26th day of March, 2013 pursuant to a roll call vote as follows:

	YES	NO	ABSENT	PRESENT
Costa	X			
Kagianas	X			
Niemiec	X			
Sabo	X			
Ward	X			
Yukich	X			
Daley (Village President)	-			
TOTAL	6	0	0	-

APPROVED by the Village President on March 26, 2013.


James P. Daley
Village President

ATTEST:

Gale Skrobuton
Village Clerk

EXHIBIT A

CONSULTING AGREEMENT

This Consulting Agreement effective as of the 1st day of May, 2013 by and between The Village of Homer Glen, an Illinois Municipal Corporation ("Village") and John Sawyers ("Sawyers").

SECTION 1. ENGAGEMENT. Village shall and does hereby engage Sawyers as a consultant to advise and assist Village with various aspects of financial planning and administration, including, but not limited to accounting, budget preparations and administration, collections, purchasing, financial reporting, investment management and internal controls. Sawyers shall advise and assist Village during the term of this Agreement in the performance of the tasks set forth in the Scope of Work attached hereto as "Exhibit A".

SECTION 2. TERM. The term of this Consulting Agreement shall be deemed to have commenced on May 1, 2013, and shall continue until April 30, 2015. Either party may however, in their sole discretion, terminate this Consulting Agreement prior to the termination date upon thirty (30) days prior written notice. In the event of such termination, neither party shall have any further rights or obligations under this Agreement. Village shall have the right to terminate this Agreement without thirty (30) days prior written notice for cause. "Cause" shall be defined as:

- 1) Conviction of a felony;
- 2) Commission of any act of embezzlement, theft, fraud or dishonesty relating to the services to be provided hereunder;

- 3) Willful and continued failure to perform the services to be provided hereunder as determined by Village and which determination shall be binding upon the parties.

Post April 30, 2015, said agreement shall continue on a month to month basis until renewed, adjusted or cancelled.

SECTION 3. SERVICES. Sawyers shall devote his best efforts and such time as may be necessary to perform the services described in Section 1 hereof, it being contemplated that it will require approximately 16 to 20 hours of service per week. Sawyers shall make himself available at reasonable times and places to consult with and advise the Village, its President, Trustees, Clerk, Treasurer, Village Manager and Village attorneys regarding the services to be provided hereunder. At all times, Sawyers shall be considered and will be an independent contractor and not an employee of Village. Sawyers shall have no authority to enter into contracts or agreements on behalf of Village.

SECTION 4. COMPENSATION. For the period commencing on May 1, 2013 and ending on April 30, 2014, Sawyers shall be paid by Village a consulting fee at the rate of Eighty-six and 25/100 (\$86.25) dollars per hour, payable monthly on the normal pay day established by Village. For the period commencing on May 1, 2014 and ending on April 30, 2015, the consulting fee to be paid to Sawyers shall be at the rate of Eighty-seven and 50/100 (\$87.50) dollars per hour. Village shall reimburse Sawyers for all reasonable and normal out of pocket expenses incurred by Sawyers to perform the services described in Section 1 (except that extraordinary expenses (being amounts in excess of Five Hundred and No/100 (\$500.00) Dollars) shall require prior approval of the Village Manager.

SECTION 5. TAXES AND BENEFITS. It shall be Sawyer's sole responsibility to pay all federal or state income taxes or any other payroll tax of any kind, including FICA. Sawyers is engaged as an independent contractor. Sawyers is not entitled to, and shall not participate in any benefit plans established by Village.

SECTION 6. BINDING EFFECT AND ASSIGNMENT. This Consulting Agreement shall inure to the benefit of and be binding upon Village and shall inure to the benefit of and be binding upon Sawyers' heirs and personal representatives. Sawyer shall not assign or transfer his rights or obligations under this Agreement.

SECTION 7. ENTIRE AGREEMENT. This Consulting Agreement contains the entire understanding and agreement between the parties with respect to the subject matter hereof and cannot be amended, modified or supplemented in any respect except by subsequent written agreement entered into by both parties.

SECTION 8. GOVERNING LAW AND VENUE. This Agreement shall be construed in accordance with the laws of the State of Illinois. Venue for any litigation or suit brought pursuant to this Agreement shall be the Twelfth Judicial Circuit, Will County, Illinois.

SECTION 9. SEVERABILITY. The invalidity of any paragraph of this Agreement shall not impair the validity of any other paragraph. If any provision of this Agreement is determined to be unenforceable, such provision shall be determined severable and the Agreement may be enforced with such provision severed or as modified by such court.

"Village"

The Village of Homer Glen, Will County, Illinois

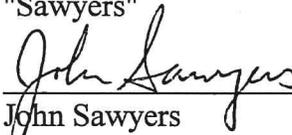
By:  _____
Its President

ATTEST:



Village Clerk

"Sawyers"



John Sawyers