

VILLAGE OF MAPLE PARK

RESOLUTION 2017-11 Approved: October 3, 2017

AUTHORIZING THE VILLAGE PRESIDENT TO ENTER INTO A CONSULTING AGREEMENT WITH AN INDIVIDUAL TO PROVIDE SERVICES AS AN INTERIM POLICE CHIEF

This Agreement is entered into this 3 day of October, 2017, between the Village of Maple Park, Illinois, an Illinois Municipal Corporation, 302 Willow Street Maple Park, IL 60151 (hereinafter referred to as "Village") and Michael Acosta (hereinafter referred to as "Interim Police Chief").

RECITALS

1. The Village is an Illinois Municipal Corporation situated in Kane County, Illinois.
2. The Village has the authority to retain professional consultants for various services, including, but not limited the position of Interim Police Chief.

The Village wishes to retain the services of Michael Acosta and Mr. Acosta wishes to provide services to the Village as hereinafter described upon the terms and conditions set forth below.

IT IS THEREFORE AGREED BY THE VILLAGE AND KRUEGER AS FOLLOWS:

1. APPOINTMENT.

The Village hereby appoints Michael Acosta as Interim Police Chief.

2. RELATIONSHIP BETWEEN PARTIES.

Michael Acosta is appointed by the Village only for the purpose and to the extent set forth in this Agreement, and its relation to the Village during the period or periods of this Agreement shall be that of an Independent Contractor. The Interim Police Chief shall not be considered as having an employee status or as being entitled to participate in any plans, arrangements, or distributions of the Village pertaining to or in connection with any benefits, insurance, pension, bonus, profit-sharing, or similar benefits that may be provided to or available to employees of the Village. This individual acknowledges that the Village shall not be responsible for withholding taxes, unemployment benefits, or other customary withholdings, and/or for any claims for workers compensation or unemployment benefits.

3. SERVICES PROVIDED

In consideration of the payment of the fees provided for in paragraph 4 of the Agreement, Michael Acosta agrees to provide, on a timely basis, the following services:

- a. All professional Police Chief related services on an interim basis, including, but not limited to, supervising patrol work required the satisfactory performance of the officers.

- b. Will have all the duties and responsibilities of a Peace Officer in relation to one's assignment as Interim Police.
- c. Will have satisfactorily completed all testing, training, qualifications, certifications and recertifications as may be required by constituted authority or statutorily mandated of the position.
- d. Will affirmatively comply with Board of Trustee and Village President directives and all lawful orders by the Village Board and Village President and will actively promote the same in subordinates.
- e. Will support and give consistent attention and commitment to the mission and mandates of the Maple Park Police Department, and will actively promote the same in subordinates.
- f. Will make decisions that are consistently in line with legal and Maple Park Police Department guidelines, and will actively promote the same in subordinates.
- g. Will plan, direct, and coordinate the work activities of assigned personnel so as to obtain optimal work performance and the accomplishment of all required tasks of one's work unit.
- h. Will keep the Village Board of Trustees and subordinates apprised of pertinent areas of respective Maple Park Police Department interest and provide transparency in their actions.
- i. Will conduct roll calls, briefings, line inspections, performance reviews, and subordinate counselling so as to enhance the knowledge and performance of subordinates.
- j. Will be able to exhibit proficiency with firearms and will meet Department firearms standards.

4. SERVICES PROVIDED BY VILLAGE

- a) The Village will provide Uniforms and Equipment: You will be provided with uniforms (five (5) shirts, three (3) pants) and shall be responsible for the cleaning and maintenance of said uniforms. Any additional items purchased by the Village exceeding \$400 will require approval from the Village Board. Any items purchased by the Village that is less than \$400 must be within department budget guidelines.
- b) Cell phone: You will be provided with a cell phone that is to be used exclusively for Village business.

5. FEES.

- a. The Village shall pay the Interim Police Chief Michael Acosta for all services to be rendered to the village under this agreement.

6. TERM.

This agreement shall terminate on when a permanent Police Chief is hired, unless otherwise terminated under paragraph 7 hereafter.

7. TERMINATION.

This Agreement may be terminated by the Village or the individual upon ____ days prior written notice to the other party. Unless there has been, and until the time of any such termination, this Agreement shall remain in full force and effect. Upon termination of this agreement the individual shall promptly return and deliver to Village any and all Village issued items in their possession and control, whether or not said items contain confidential information.

8. INDEMNIFICATIONS AND HOLD HARMLESS; WAIVER.

Michael Acosta shall indemnify, defend and hold harmless the Village from any and all claims, demands, suits, judgments, and liabilities of any kind whatsoever, which may arise out of or result from the performance of its duties under this Agreement. In addition, Michael Acosta for himself and for any and all of its employees who may perform services hereunder waives any and all claims for unemployment benefits and/or claims for workers compensation benefits, insofar as any such claim or claims might otherwise be made or brought against the Village.

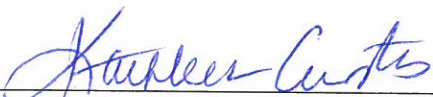
9. INSURANCE.

Michael Acosta shall maintain policies of insurance for general liability, health, worker's compensation, accident and/or professional liability, as may be necessary or required by the Village in connection with the performance of the duties hereunder.

10. GENERAL PROVISIONS.

- a. The agreement shall be governed by the laws of the State of Illinois.
- b. If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions shall not be impaired there by. Limitations of liability, indemnities, and other express representations shall survive termination of this Agreement for any cause.

VILLAGE OF MAPLE PARK



Kathy Curtis, Village President



Mike Acosta

ATTEST:



Liz Peerboom, Village Clerk

