

VILLAGE OF LOMBARD
REQUEST FOR BOARD OF TRUSTEES ACTION
For Inclusion on Board Agenda

DISTRICT # _____

 X Resolution or Ordinance (Blue) Waiver of First Requested _____
_____ Recommendations of Boards, Commissions & Committees (Green)
_____ Other Business (Pink)

TO : PRESIDENT AND BOARD OF TRUSTEES

FROM: David A. Hulseberg, Village Manager *DAH*

DATE : July 30, 2012 B of T August 23, 2012

SUBJECT: Interim Fire Chief Agreement

SUBMITTED BY: David A. Hulseberg, Village Manager

BACKGROUND/POLICY IMPLICATIONS:

Please find attached an Interim Fire Chief Agreement. The Resolution authorizes the signatures of the Village President and Clerk on the Agreement between the Village of Lombard and Patrick Gericke to provide Interim Fire Chief services. The Agreement is for three months or until a new Fire Chief has been hired.

Fiscal Impact/Funding Source:

Review (as necessary):
Finance Director _____ Date _____
Village Manager *David A. Hulseberg* _____ Date 7/31/12

NOTE: All materials must be submitted to and approved by the Village Manager's Office by 12:00 noon, Wednesday, prior to the Agenda distribution.



MEMO TO : The Honorable President
And Board of Trustees

FROM : David A. Hulseberg
Village Manager

DATE : July 30, 2012

SUBJECT : Interim Fire Chief Agreement

Attached is an Interim Fire Chief Agreement and Resolution authorizing the Village President and Clerk to sign the Agreement.. The Agreement has been signed by Patrick Gericke and provides for Interim Fire Chief services for the Lombard Fire Department for three months or until a new Fire Chief is hired.

If you have any questions, please feel free to contact me.

/cb

dah inter fire chief memo gericke 08232012

RESOLUTION
R _____

**A RESOLUTION AUTHORIZING SIGNATURE OF
THE VILLAGE PRESIDENT ON AN AGREEMENT**

WHEREAS, the Corporate Authorities of the Village of Lombard have received an Agreement between the Village of Lombard and Patrick Gericke as attached as Exhibit "A"; and

WHEREAS, the Corporate Authorities deem it to be in the best interest of the Village of Lombard to approve such Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD, DU PAGE COUNTY, ILLINOIS as follows:

SECTION 1: That the Village President be and hereby is authorized to sign on behalf of the Village of Lombard said Agreement as attached hereto.

SECTION 2: That the Village Clerk be and hereby is authorized to attest said agreement as attached hereto.

Adopted this _____ day of _____, 2012.

Ayes: _____

Nays: _____

Absent: _____

Approved this _____ day of _____, 2012.

William J. Mueller
Village President

ATTEST:

Brigitte O'Brien
Village Clerk

APPROVAL AS TO FORM:

Thomas P. Bayer
Village Attorney

INTERIM FIRE CHIEF AGREEMENT

This Interim Fire Chief Agreement (hereinafter referred to as the "Agreement") is made this ____ day of July, 2012, by and between the VILLAGE OF LOMBARD (hereinafter referred to as the "VILLAGE") and Patrick A. Gericke (hereinafter referred to as the "INTERIM CHIEF"). (The VILLAGE and the INTERIM CHIEF are sometimes referred to herein individually as "Party" or collectively as the "Parties.")

1. **SERVICES.** The INTERIM CHIEF agrees to provide the following services to the VILLAGE during the term of this Agreement, as more fully detailed below: (1) Serve as Interim Fire Chief and (2) provide support to the VILLAGE in the selection of a permanent Fire Chief.
 - A. **Services as Interim Fire Chief.** The INTERIM CHIEF agrees to provide management services as Interim Fire Chief of the VILLAGE for the term of this Agreement to ensure that the performance, accountability, legal compliance and morale of the Village of Lombard Fire Department (hereinafter referred to as the "Department") and its operations remain consistent and acceptable to the VILLAGE. The interim management services shall be provided to the Department by the INTERIM CHIEF, as follows:
 - i. Stabilize the Department during the management vacancy of a permanent Fire Chief;
 - ii. Administer and manage Department operations and programs; create, direct, manage, coordinate and evaluate programs and activities; develop long and short term goals and objectives; prepare and monitor Department budget;
 - iii. Respond to emergency situations and direct fire and rescue operations and personnel at scenes. Coordinate Emergency Preparedness activities for large-scale emergency responses. Investigate the causes of fires and submit reports as required;
 - iv. Identify and implement Department initiatives and projects;
 - v. Maintain and improve effective and responsive personnel management;
 - vi. Manage, on a daily basis, compliance with Department and Village policy, standards and regulations, compliance with deadlines, and identifying and implementing new and creative solutions to problems;
 - vii. Provide the VILLAGE, through the Village Manager, with bi-weekly work reports to monitor progress and measure the performance of the INTERIM CHIEF under this Agreement;

- viii. Interpret and administer firefighter collective bargaining agreement and personnel manual; participate in labor negotiations and grievance process. Select, review and direct the work of consultants, contractors and vendors;
- ix. Enforce Village fire protection and building codes; direct the inspection of new and existing property; and
- x. Perform other such duties as directed by the Village Manager.

B. **Support in the Selection of a Permanent Fire Chief.** The INTERIM CHIEF agrees to provide the VILLAGE, through the Village Manager, with an independent performance evaluation of each member of the Department's command team to assist the VILLAGE in identifying in-house candidates for the permanent Fire Chief position. The INTERIM CHIEF also agrees to fully participate in the process of interviewing in-house and outside candidates for the permanent Fire Chief position and shall conduct an independent evaluation of all outside candidates. The INTERIM CHIEF shall also provide additional assistance in the selection process as may be requested by the Village Manager.

2. **TERM.** The term of this Agreement shall be for a period of three (3) months or until the VILLAGE has hired a permanent Fire Chief, whichever occurs first. The term of this Agreement shall begin on July 23, 2012. However, at the VILLAGE's request, this Agreement may be extended after expiration of its term on a monthly basis should the Village Manager determine it to be necessary. Moreover, the INTERIM CHIEF shall be available after the term of this Agreement, at a mutually agreed hourly rate, to assist and advise the Department and the VILLAGE should the Village Manager determine it to be necessary.

3. **COMPENSATION.** The INTERIM CHIEF shall be compensated by the VILLAGE for his services under this Agreement in the amount of \$10,000.00 for every complete month of services provided to the VILLAGE under this Agreement. Otherwise, the INTERIM CHIEF shall be paid \$322.58 per diem in any less than complete month of services provided to the VILLAGE under this Agreement.

A. **No Insurance or Employee Benefits Provided by VILLAGE.** The VILLAGE will not provide any form of insurance coverage, including but not limited to health, professional liability insurance or other employee benefits for or on behalf of the INTERIM CHIEF. The INTERIM FIRE CHIEF also shall not be entitled to any sick leave or vacation time during the term of this Agreement.

4. **HOURS OF WORK AND TIMEKEEPING REQUIREMENTS.**

A. The INTERIM CHIEF is generally expected to be at work during the VILLAGE'S normal office hours on Monday through Friday. However, it is recognized that the INTERIM CHIEF must devote time outside normal office hours to the business of the VILLAGE.

- B. The INTERIM CHIEF shall maintain a record of his work time and report his hours worked in a manner acceptable to the Village Manager. The INTERIM CHIEF shall keep the VILLAGE informed of how he can be reached when off duty and shall carry a cell phone at all times provided by the VILLAGE.
5. **CONFIDENTIALITY.** The INTERIM CHIEF agrees to maintain the confidentiality of all VILLAGE information and documents received or obtained or learned as part of attending VILLAGE meetings and/or executive sessions or in performing its duties under this Agreement, unless specifically directed to release such information or documents by the VILLAGE or a court order or government regulatory agency order. The INTERIM CHIEF agrees that all conversations by attendees of and any information or documents reviewed or discussed in any executive session are confidential and shall not be disclosed or released by the INTERIM CHIEF, unless specifically directed to release such information or documents by the VILLAGE, a court order or government regulatory agency order. The INTERIM CHIEF shall faithfully adhere to the requirements of this Agreement and the professional ethical principles applicable hereto, including, but limited to, the ICMA Code of Ethics, and shall avoid all personal acts that might injure the reputation of the VILLAGE or undermine the business transactions and other operations of the VILLAGE.
6. **INDEMNIFICATION.** The VILLAGE agrees to defend, indemnify and hold harmless the INTERIM CHIEF from and against any and all claims, actions, suits, damages, costs, expenses and liabilities, including the reasonable fees and expenses of attorneys selected by the VILLAGE to defend the INTERIM CHIEF, expert witnesses and consultants, court costs and fines, asserted against him or sought to be imposed upon him and which arise directly or indirectly out of or in connection in any way with his performance of the terms of this Agreement, provided that the INTERIM CHIEF's actions or conduct giving rise to any litigation or dispute are within the scope of the duties of Fire Chief, but excepting from the indemnification those claims, actions, suits, damages, costs, expenses and liabilities arising from any criminal conduct, intentional conduct or willful or wanton conduct of the INTERIM CHIEF. The Parties further acknowledge that the VILLAGE is legally precluded from paying any punitive damages imposed on the INTERIM CHIEF.
7. **COMPLETE AGREEMENT.** This Agreement contains the entire understanding between the Parties and supersedes any prior understanding or written or oral agreements between them with respect to the subject matter of this Agreement. There are no representations, agreements, arrangements or understandings, oral or written, between and among the Parties hereto relating to the subject matter of this Agreement which are not fully expressed herein. No oral modification, amendment or change shall be allowed to this Agreement. Any modification, amendment or change is subject to the mutual agreement of the Parties and must be reduced to writing and executed by both Parties to be effective.
8. **APPLICABLE LAW.** The statutes and common law of the State of Illinois shall govern the interpretation, validity, enforcement and performance of the terms of this Agreement.

The Parties agree that, for the purpose of any litigation or proceeding brought with respect to this Agreement and its enforcement, venue shall be in the Circuit Court of DuPage County, Illinois, and the Parties agree to voluntarily submit to the jurisdiction of such court for the purpose of any such litigation or proceeding.

9. **ASSIGNMENT.** This Agreement may not be assigned, transferred or conveyed by the INTERIM CHIEF without the prior written consent of the VILLAGE.
10. **NOTICES.** All written notices of any kind to be given or delivered under this Agreement shall be deemed to have been properly given if (a) delivered by hand, (b) delivered by a nationally recognized overnight courier service, or (c) sent by registered or certified United States Mail, return receipt requested and first class postage prepaid. Such notices shall be sent to the Parties at their respective addresses as follows:

If to VILLAGE:

Village Manager
255 East Wilson Avenue
Lombard, Illinois 60148

If to INTERIM CHIEF:

Patrick A. Gericke
17072 Bonnie Trail West
Oak Forest, Illinois 60452

11. **AUTHORITY.** This Agreement shall be in full force and effect, and legally binding, after it is signed by the duly authorized officer of each party. Each of the signatories to this Agreement are the duly authorized representatives of their respective entity and each such person has signed this Agreement pursuant to the authority duly granted to him or her by the authorities of said entity, who have acted by motion or approved a resolution (in the VILLAGE's case, at an open public meeting) that authorized and directed the representatives to sign this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the parties agreeing hereto and to their successor corporations, officers, officials, trustees, successors in office, heirs, representatives, and assigns.
12. **EFFECTIVE DATE.** This Agreement shall become effective on July 23, 2012 and is subject to approval by the Village of Lombard Board of Trustees.

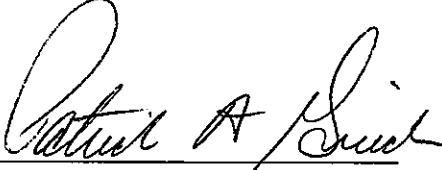
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SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement as set forth below.

VILLAGE OF LOMBARD, an
Illinois Municipal Corporation

PATRICK A. GERICKE

By: _____
William J. Mueller
Village President



Attest: _____
Brigitte O'Brien
Village Clerk

DATE: _____

DATE: 07/31/12

STATE OF ILLINOIS)
COUNTY OF DuPage) SS

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named PATRICK A. GERICKE, 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 own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 30th day of July, 2012.

Olga M. Jartelegio
Notary Public

My Commission Expires: Nov 13, 2013