

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

080006

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

X

TO: PRESIDENT AND BOARD OF TRUSTEES

FROM: William T. Lichter, Village Manager

DATE: January 7, 2008 (BOT) Date: January 17, 2008

TITLE: A Resolution Authorizing the Village Manager to Sign an Independent Contractor Services Agreement

SUBMITTED BY: Ray Byrne, Chief of Police

BACKGROUND/POLICY IMPLICATIONS:

This resolution will authorize the Village Manager to sign an Independent Contractor Services Agreement with retired Traffic Safety Unit Officer Gary Johnston. The agreement will serve to authorize Gary Johnston as the coordinator of a grant received from the Illinois Department of Transportation for the implementation of a county-wide Traffic Task Force.

FISCAL IMPACT/FUNDING SOURCE: None

Review (as necessary):
 Finance Director X
 Village Manager X

W.M. L. Lichter

Date: 1/8/08

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.

There will be no fiscal impact to the Village by entering in to this Independent Contractor's Agreement. All of the coordinator's expenses are fully reimbursable under the grant. I would seek your favorable consideration in presenting this Agreement to the Village Board for approval. As always, please feel free to contact me with any questions.

Given the complexity of the grant, not to mention the initiative, funding has been provided through the grant for a part-time coordinator. The grant contemplates the coordinator working twenty hours per week at an hourly rate of \$25.00. The attached Independent Contractor Services Agreement contemplates retired Officer Gary Johnston serving as the part-time coordinator for the grant. This really presents an ideal situation as it was Officer Johnston who developed the concept of a county-wide traffic safety task force. Furthermore, it was Officer Johnston who prepared the grant and submitted it to the Illinois Department of Transportation for consideration. No one has a better grasp of the concept or the grant requirements than Officer Johnston.

As you know, recently retired Officer Gary Johnston of our Traffic Unit put together a proposal for a comprehensive traffic safety program. He submitted his proposal to the Illinois Department of Transportation (IDOT) for grant funding and it has been approved. The grant amount is \$346,556.86 and contemplates the initial steps towards a county-wide traffic safety task force. Initially, the task force would be comprised of police departments from Lombard, Glen Ellyn and Villa Park. If successful, future grant amounts could be awarded to increase the size of the safety task force by adding more police departments and municipalities.

**SUBJECT: Independent Contractor Services Agreement
Comprehensive Traffic Safety Program Grant**

FROM: Ray Byrne
Chief of Police

TO: William T. Lichter
Village Manager

DATE: January 7, 2008



LOMBARD POLICE DEPARTMENT



INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This Independent Contractor Services Agreement (the "Agreement") is made as of the _____ day of _____, 2008, between the Village of Lombard (the "Village"), an Illinois municipal corporation, and Gary Johnston, of 2N420 Colt, Elburn, Illinois ("Johnston"), an individual, concerning the Village of Lombard's Comprehensive Traffic Safety Program Grant (the "Grant").

1. Services. Johnston agrees to serve as the part-time administrator of the Village's Comprehensive Traffic Safety Program. In that position, Johnston's duties shall include, but not be limited to, the preparation of any and all reports required by the Illinois Department of Transportation and/or the Village under the respective Grant requirements. Johnston shall perform all services as outlined in Highway Safety Project Agreement #OP8-3315-242 between the Illinois Department of Transportation and the Lombard Police Department for the implementation of the DuPage Regional Traffic Task Force. (the "Services").

2. Term. Subject to the termination provision (Section 9) below, this Agreement shall be for the term of the Grant, which is set to expire on September 30, 2008.

3. Compensation. The Village shall pay Johnston at a rate of TWENTY-FIVE DOLLARS (\$25.00) per hour for performance of the above Services. No set-offs of any kind whatsoever shall be made for any and all applicable federal, state, local and other taxes and deductions, which shall remain the sole and exclusive obligation of Johnston as an independent contractor. Johnston shall not receive, nor be entitled to receive, any employee benefits provided to employees of the Village, e.g., vacation days, sick days, compensatory time, life insurance, health insurance, retirement, etc. Upon the termination of this Agreement, Johnston shall be ineligible to file a claim for any benefits, including unemployment compensation, against the Village.

4. Duties and Obligations. Johnston shall render the Services in a professional manner and avoid all personal acts that might injure the reputation of the Village of Lombard. Johnston shall not act as a law enforcement officer.

5. Days and Hours Worked. Johnston shall perform the Services on such days and at such times, as he deems necessary, subject to the maximum number of work hours to be authorized by Chief Raymond Byrne, or his designate.

6. Independent Contractor. Johnston is an independent contractor pursuant to this Agreement, and shall not be deemed to be an employee of the Village. As an independent contractor, it is the responsibility of Johnston to file all necessary tax returns (state, local and federal) and to pay all income tax, social security, and any and all other taxes due as an independent contractor in his profession.

7. Waiver and Assumption of Liability. Johnston assumes all liability for personal injuries of any kind or death directly related to his performance under this Agreement. Johnston assumes all liability and responsibility for his personal property while acting under this Agreement.

8. Return of Village's Property. Upon the termination of this Agreement, Johnston shall immediately deliver to the Village all related correspondence, letters, e-mails, computer disks or stored information, manuals, contracts, call reports, price lists, mailing lists, customer lists, advertising or product materials, photographs, ledgers, supplies, files, computers, pagers, cellular phones, beepers, other business-related equipment, Village property, checks, petty cash, and all other material and records of any kind belonging to or relating to the Village that are in his possession or control.

9. **Termination.** Either party may terminate this Agreement upon thirty (30) days written notice to all of its obligations under this Agreement.

10. **Complete Agreement.** This Agreement contains the entire agreement between the parties with respect to the matters covered herein. Johnston acknowledges that he is entering into this Agreement solely on the basis of the written representations contained herein.

11. **Applicable Law.** This Agreement shall be construed in accordance with the laws of the State of Illinois.

12. **Effective Date.** This Agreement shall become effective the date the last signatory signs the Agreement.

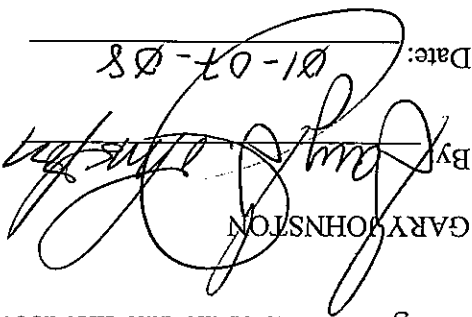
IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date first above written.

VILLAGE OF LOMBARD

By: William T. Lichter, Village Manager

Date: _____

GARY JOHNSTON

By:  _____
Date: 01-07-08

A RESOLUTION AUTHORIZING THE VILLAGEMANAGER TO SIGN AN
INDEPENDENT CONTRACTOR SERVICES AGREEMENT

WHEREAS, the Corporate Authorities of the Village of Lombard have received
an Independent Contractor Services Agreement; and,

WHEREAS, the Agreement would allow the Lombard Police Department and the
Illinois department of Transportation to initiate a DuPage County Regional Traffic Task
Force; 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 Manager is hereby 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 _____, 2008.

Ayes: _____

Nays: _____

Absent: _____

Approved this _____ day of _____, 2008.

William J. Mueller
Village President

Resolution No. _____
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ATTEST:

Brigitte O'Brien
Village Clerk

APPROVAL AS TO FORM:

Thomas P. Bayer, Village Attorney