

**RESOLUTION  
R 24-18**

**A RESOLUTION AUTHORIZING SIGNATURE OF  
THE VILLAGE MANAGER ON A FULL AND FINAL RESIGNATION  
AGREEMENT AND RELEASE**

WHEREAS, the Corporate Authorities of the Village of Lombard have reached a Full and Final Resignation Agreement and Release, attached hereto and marked as "Exhibit "A"; and,

WHEREAS, the Corporate Authorities deem it to be in the best interest of the Village to approve this Contract.

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

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

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

Adopted this 15<sup>th</sup> day of March, 2018, pursuant to a roll call vote as follows:

Ayes: Trustee Whittington, Fugiel, Foltyniewicz, Johnston, Pike and Ware


Nays: None

Absent: None

Approved this 15<sup>th</sup> day of March, 2018.

  
Keith Giagnorio  
Village President

ATTEST:

  
Sharon Kuderna  
Village Clerk

**FULL AND FINAL  
RESIGNATION AGREEMENT AND RELEASE**

This Resignation Agreement and Release (the "Agreement") is entered into between the Village of Lombard and (hereinafter, the "Village") and Kevin Barbier ("Barbier"), this \_\_\_\_\_ day of March, 2018.

NOW THEREFORE, IN CONSIDERATION of the mutual promises and covenants contained herein, the sufficiency of which is hereby acknowledged, the Village and Barbier agree as follows:

1. It is the desire of the Village and Barbier to settle and resolve all issues between them and to fix and determine the rights of each party with regard to Barbier's employment, and the resignation thereof, and all related matters, including but not limited to any and all claims that were or could have been advanced by or on behalf of Barbier in any manner or forum relating in any way to Barbier's employment with the Village, or the termination thereof, up to the date of this Agreement.

2. The parties intend this Agreement to be a complete and total resolution and settlement of any and all claims of any kind, whether asserted or unasserted, known or unknown, which Barbier has or may have against the Village, and/or any Released Party, as defined below, up to the date of this Agreement. This Agreement shall not resolve the pending Workers' Compensation matter filed as Case No. 15 WC 36431 (the "Workers' Compensation Case") or release the rights that Barbier has there under. The Workers' Compensation Case shall be settled by a separate agreement, agreed upon by the parties, and approved by the Workers' Compensation Commission.

3. Barbier voluntarily and irrevocably resigns and terminates his employment with

the Village, effective April 13, 2018. He shall remain on paid administrative leave until April 13, 2018. Barbier relinquishes any and all rights to employment or re-employment with the Village after said date. Barbier agrees to return building keys and all other Village property to the Village's Director of Public Works upon his execution of this Agreement. The end of Barbier's employment and the resignation effected by this Agreement shall be irrevocable and are material considerations for the obligations of the Village hereunder.

4. Barbier shall be placed on paid administrative leave from March 12, 2018 through April 13, 2018 (the "Leave Period"), at his current rate of pay. During the Leave Period, Barbier will be allowed to continue his participation in the Village's group health insurance plan under the same terms and conditions as he is currently subject to. During the Leave Period, the Village shall also provide Barbier his regular benefits under IMRF, Social Security, Medicare and the Village's Life Insurance program. During the Leave Period Barbier shall not earn any sick or vacation leave or be entitled to any other employee benefits during this time. Unless specifically directed by the Village Director of Public Works, Barbier shall not perform any work for the Village during the period of time from his execution of this Agreement to the effective date of his resignation. Barbier acknowledges that being allowed to remain on paid administrative leave through April 12, 2018 is in addition to anything of value to which he is already entitled.

5. The consideration provided to Barbier pursuant to this Agreement shall be in full satisfaction of all claims, except the Workers' Compensation Case, which Barbier has or may have against the Village or any of the Released Parties, as defined below, for damages, monetary compensation of any kind, costs or attorneys' fees.

6. Barbier acknowledges that he has been represented by counsel of his own

choosing throughout the negotiation of this Agreement and the resignation of his employment. Barbier affirms that no attorney retained or employed by him has any right to make any claim upon the Village or any Released Party or upon any of the benefits paid pursuant to this Agreement

7. Barbier does hereby forever release, , acquit, waive any rights, discharge, and covenants not to sue for himself and his spouses, past, current or future, if any, his children living or unborn, if any, his heirs, successors, assigns, executors, attorneys, and representatives of any kind, the Village, its successors, assigns, officers, former officers, employees, former employees, agents, attorneys and any other person acting or purporting to act in or on their behalf both in their individual and official capacities (the "Released Parties"), of and from any and all claims, grievances, demands, rights, liabilities, obligations, duties, debts, losses, sums of money, contracts, agreements, suits, controversies, reckonings, responsibilities, accounts, promises, damages, disbursements or expenses, actions or causes of action, and administrative proceedings of any kind, nature or description, whether asserted or unasserted, existing or inchoate, known or unknown, foreseen or unforeseen, direct or indirect, having arisen or to arise in the future whether based on contract, tort or otherwise, whether legal or equitable, that Barbier has or may have against any or all of the Released Parties arising from or alleged to arise from, either in whole or in part, or in connection with or in any way related to his employment with the Village and the termination thereof, up to the date of this Agreement, including but not limited to claims under the Illinois Human Rights Act, as amended, the Americans with Disabilities Act, as amended, Age Discrimination in Employment Act, as amended, Title VII of the Civil Rights Act of 1964, as amended, the Illinois Wage Payment and Collection Act, as amended, the Illinois School Code, as amended, the collective bargaining agreement between Barbier's union and the

Village, or any other state or federal constitution, statute, ordinance or common law, including but without limiting the generality of the foregoing, any and all direct or indirect claims, including additional claims for costs, sanctions or attorneys' fees.

8. Barbier acknowledges that he has been informed pursuant to the Older Workers Benefit Protection Act that he:

- a. Has the right to consult with an attorney before signing this Agreement;
- b. Does not waive any claims under the federal Age Discrimination in Employment Act that may arise after this waiver is executed;
- c. Has twenty-one (21) days from the date he was presented with this Agreement to consider it; and
- d. Has seven (7) days after signing this Agreement to revoke his signature, and the Agreement will not be effective until this revocation period has expired.

9. Barbier also specifically releases and waives any and all rights he has or may have under the collective bargaining agreement between the Village and the American Federation of State, County & Municipal Employees, AFL-CIO Council 31, Local 89, and agrees that he will take no action to file or process any grievance asserted on his behalf or in any way involving his employment with the Village or the resignation thereof.

10. Excluded from the general release set forth above are any claims which cannot be waived by State or federal law. Also excluded from the general release set forth above is the right to file a charge with or participate in an investigation conducted by an administrative agency. Barbier does waive, however, his right to any monetary recovery should the Equal Employment Opportunity Commission or any other agency pursue any claims on his behalf if he

files a charge or if he participates in an investigation.

11. Barbier affirms that he has not filed or caused to be filed any charge or complaint against the Village or any Released Party in or with any federal, state or local court, commission or agency. Barbier further affirms that he has not assigned or in any way transferred any claim or right which he releases or purports to release to the Village through this Agreement.

12. It is expressly understood and agreed by Barbier that this Agreement may be pleaded as a complete defense to, and in bar of, any action or proceeding brought, maintained or conducted by or on behalf of Barbier against the Village or any Released Party in connection with or on account of any of the matters set forth above.

13. Barbier agrees that the provisions of this Agreement are severable, and if any part is found unenforceable the other parts shall remain fully valid and enforceable.

14. This Agreement supersedes all prior and contemporaneous agreements of any kind between the parties and all prior representations and understandings are merged within this Agreement. This is the complete agreement of the Parties.

15. Barbier acknowledges that he fully understands all of the terms of this Agreement, that he was not coerced into signing it, and that he executed this Agreement voluntarily and with full knowledge of its practical and legal significance.

16. The language of this Agreement shall be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties.

17. This Agreement shall be binding upon, and inure to the benefit of, the parties, their employees, agents, officers, directors, shareholders, representatives, executors, administrators, predecessors, successors, and assigns.

18. The considerations exchanged herein do not constitute and shall not be construed

as an admission of liability on the part of the Village or of any employee, officer, or agent of the Village or as an admission of any violation of any local, state, or federal statute, ordinance, regulation, order or common law.

19. The parties agree and stipulate that this Agreement shall be admissible in evidence in any action in which the terms of this Agreement are sought to be enforced. The parties acknowledge that this Agreement is subject to disclosure under the Illinois Freedom of Information Act.

20. This Agreement shall become effective seven (7) days after its execution by Barbier. Barbier may revoke this Agreement anytime within the period of seven (7) days following his execution thereof.

IN WITNESS WHEREOF, this Resignation Agreement and Release has been duly executed this \_\_\_\_\_ day of March, 2018.

KEVIN BARBIER

  
\_\_\_\_\_

3/9/18  
Date

VILLAGE OF LOMBARD

By: \_\_\_\_\_

Its \_\_\_\_\_

Date \_\_\_\_\_