

RESOLUTION NO. R-2015-02

**A RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF
AN EMPLOYMENT AGREEMENT FOR
MAYWOOD CHIEF OF POLICE (VALDIMIR TALLEY, JR.)**

WHEREAS, the President and Board of Trustees of the Village of Maywood, Cook County, Illinois desire to enter into an agreement entitled "Employment Agreement For Maywood Chief of Police (Valdimir Talley, Jr.)" with Valdimir Talley, Jr., the Chief of Police of the Village of Maywood, subject to the terms and conditions set forth in the Employment Agreement, a copy of which is attached hereto as **Exhibit "A"** (the "Employment Agreement"); and

WHEREAS, Valdimir Talley, Jr. desires to continue to work as the Chief of Police of the Village of Maywood, subject to the terms and conditions set forth in the attached Employment Agreement; and

WHEREAS, the President and Board of Trustees of the Village of Maywood, Cook County, Illinois find that it is in the best interests of the Village to approve the attached Employment Agreement in regard to Valdimir Talley, Jr., the Chief of Police of the Village of Maywood.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, ILLINOIS, PURSUANT TO ITS HOME RULE POWERS AS PROVIDED BY ARTICLE VII, SECTION 6 OF THE ILLINOIS CONSTITUTION OF 1970, AS FOLLOWS:

SECTION 1: The foregoing recitals are incorporated by reference into Section 1 of this Resolution as material terms of the Resolution.

SECTION 2: The President and Board of Trustees of the Village of Maywood approve of an agreement entitled "Employment Agreement For Maywood Chief of Police (Valdimir Talley, Jr.)" with Valdimir Talley, Jr., the Chief of Police of the Village of Maywood, a copy of which is attached hereto as **Exhibit "A"**, and the President and Clerk of the Village of Maywood, or their designees, are authorized and directed to execute and deliver the Agreement and such other instruments, as may be necessary or convenient for the Village to fulfill its obligations under the Agreement.

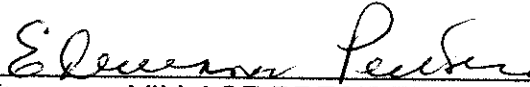
ADOPTED this 20th day of January, 2015, pursuant to a roll call vote as follows:

AYES: Trustee(s) A. Jaycox, A. Dorris, M. Rogers, M. Lightford and R. Rivers.

NAYS: Mayor Edwenna Perkins and Trustee C. Ealey-Cross

ABSENT: None

APPROVED this 22nd day of January, 2015, by the Village President of the Village of Maywood, and attested by the Village Clerk on the same day.



VILLAGE PRESIDENT

ATTEST:



VILLAGE CLERK

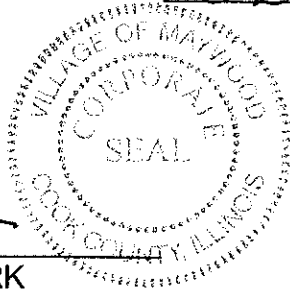


Exhibit "A"

**Employment Agreement For Maywood Chief of Police
(Valdimir Talley, Jr.)**

(attached)

DRAFT
EMPLOYMENT AGREEMENT FOR MAYWOOD CHIEF OF POLICE
(Valdimir Talley, Jr.)

THIS AGREEMENT, made and entered into this ___ day of _____, 2015, by and between the Village of Maywood, an Illinois municipal corporation (hereinafter called "VILLAGE"), and Valdimir Talley, Jr. (hereinafter called "TALLEY"), both Parties agreeing as follows:

WHEREAS, the Village President and Board of Trustees (the "Corporate Authorities") desire to provide a certain salary and an expanded employment benefits package, in the form of a severance benefit, to continue to retain the services of TALLEY to serve as the Chief of Police of the Village of Maywood Police Department (the "Maywood Police Department") and for TALLEY to perform all of the customary duties of a Chief of Police in accordance with the applicable provisions of the Maywood Village Code, subject to the provisions set forth in this Agreement; and

WHEREAS, TALLEY desires to continue to serve as the Chief of Police of the Maywood Police Department, states that he is qualified and capable of performing the duties and responsibilities of Chief of Police, and agrees to use his best efforts, skills, abilities and training to perform all of the customary duties of the Chief of Police in accordance with the applicable provisions of the Maywood Village Code, subject to the provisions set forth in this Agreement; and

WHEREAS, the Parties agree that the new severance benefit set forth below in Section 5 of this Agreement is additional, adequate consideration for entering into this Agreement; and

WHEREAS, the Corporate Authorities and TALLEY agree that TALLEY was been appointed by the Village Manager William Barlow pursuant to the appointment authority given to the Village Manager under Section 5-3-7 and Section 10-2.1-4 of the Illinois Municipal Code (65 ILCS 5/5-3-7 and 65 ILCS 5/10-2.1-4) and that the Village Manager has the authority to remove (terminate) TALLEY from his position of Maywood Chief of Police, but only after the Manager files written reasons for the removal (termination) and a majority of the Corporate Authorities vote to confirm the removal (termination). TALLEY accepted Manager Barlow's offer of employment on November 5, 2013 and commenced working as the Maywood Chief of Police on December 16, 2013; and

WHEREAS, the VILLAGE, as a home rule Illinois municipal corporation, has the authority to enter into this Agreement pursuant to its home rule powers and Section 8-1-7 of the Illinois Municipal Code (65 ILCS 5/8-1-7).

NOW, THEREFORE, IN CONSIDERATION OF the payment of money, and the making of the mutual covenants and promises set forth below, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

1. **INCORPORATION.** The statements set forth in each Whereas paragraph above are incorporated into this Section 1 as if fully set forth and shall be materials terms of this Agreement.

2. **SERVICES AND DUTIES.** The VILLAGE agrees to utilize the skills, services and experience of TALLEY as the Chief of Police of the Maywood Police Department. TALLEY agrees to serve as the Chief of Police of the Maywood Police Department and perform all of the customary duties of a Chief of Police as required by the Maywood Village Code and applicable laws, including but not limited to directing and

managing the day to day operation of the Police Department, the implementation, oversight and enforcement of applicable statutes, ordinances, rules, regulations, and general orders and any other crime prevention programs or initiatives requested by the Village President and Board of Trustees or the Village Manager, initiating and pursuing appropriate disciplinary actions and proceedings in regard to Police Department personnel, attending all Village Board meetings and other commission, committee and board meetings as requested by the Village President and Board of Trustees or the Village Manager, working with the Village Manager and the Finance Director to prepare an annual budget and budget amendment requests for the Police Department, working with the Grant Administrator (or any Village employee charged with grant writing) to petition for grant funding, and performing any additional tasks or services within the scope of the duties of the Chief of Police as requested by the Village President and Board of Trustees or the Village Manager, subject to the provisions contained in this Agreement.

3. **“AT-WILL” EMPLOYMENT RELATIONSHIP.** TALLEY agrees that his employment position of Chief of Police and his employment relationship under this Agreement with the VILLAGE is an "at-will" employment position and an "at-will" employment relationship, and that the Village Manager may terminate TALLEY and this Agreement at any time and for any reason, provided that the Manager files written reasons for the termination and a majority of the Corporate Authorities vote to confirm the termination of TALLEY and this Agreement. TALLEY agrees and understands that he does not have the right to receive any type of progressive discipline prior to the termination of his employment position as Chief of Police or this Agreement and he waives any and all claims to a contract right of employment having been created by this Agreement or any Village Code provision or by the Village's Personnel Policy Manual or any state law. Nothing in this Agreement or the Village Code or the Village's Personnel Policy Manual shall prevent, limit or otherwise interfere with the rights of the Village Manager to terminate the employment of TALLEY at any time, subject only to the provisions set forth herein. Nothing in this Agreement or the Village Code or the Village's Personnel Policy Manual shall prevent, limit or otherwise interfere with the right of TALLEY to terminate his employment with the VILLAGE by resigning at any time from his position as Chief of Police, subject only to the provisions herein.

4. **TERM AND EFFECTIVE DATE.** Per Section 8-1-7 of the Illinois Municipal Code (65 ILCS 5/8-1-7), this Agreement shall become effective immediately upon approval by both Parties and the duration of the Agreement, unless terminated earlier by mutual consent or by either Party, shall extend to 7:00 p.m. on Tuesday, May 16, 2017, which is the expiration date and time of Mayor Edwenna Perkins' current term of office (See, Sections 30.26 and 30.28 of the Maywood Village Code and 65 ILCS 5/3.1-10-15). This Agreement may be extended for an additional term beyond May 16, 2017, but the approval of such an extension (or addendum) by the Parties can only occur after the expiration of the current term of Mayor Perkins with a vote by the newly constituted group of Corporate Authorities, who will include one (1) individual elected to the office of Mayor and three (3) individuals elected to the office of Trustee at the April 2017 municipal election.

5. **TERMINATION AND SEVERANCE.** In the event TALLEY is terminated by the VILLAGE without Cause during the Term of this Agreement, then the VILLAGE agrees to pay TALLEY severance payments on a semi-monthly basis or as a lump sum, in the sole discretion of the Corporate Authorities, equal to: balance of the remaining number of months of the Term at his current salary ("Severance Benefit Payment") plus any accrued employee benefits TALLEY is entitled to under this Agreement. In the event TALLEY is terminated by the VILLAGE for Cause, as defined below, TALLEY will not be entitled to the Severance Benefit Payment. In the event that this Agreement terminates due to the expiration of its Term or TALLEY resigns from his employment with the VILLAGE, TALLEY agrees that he shall not be entitled to receive the Severance Benefit Payment. Whether TALLEY is terminated without Cause or

terminated for Cause or in the event the Term of the Agreement expires, TALLEY will be entitled to receive all accrued employee benefits provided for under this Agreement or the Village Personnel Policy Manual. In consideration for, and as a condition precedent to the payment of the Severance Benefit Payment payable under this Section 3, TALLEY shall be required to: (1) first execute, and not revoke his approval of, a Resignation and Severance Agreement and Release Of All Claims form, as approved by the Village Attorney with a copy of such form attached hereto, releasing the VILLAGE and its Affiliates (defined as: past or current officers, elected or appointed officials, mayor/president, trustees, manager, employees, agents, engineers, insurers, volunteers or attorneys) from any and all causes of action, claims and demands which TALLEY may have against the VILLAGE and its Affiliates, and return the executed document to the VILLAGE; and (2) not file for unemployment benefits in relation to his employment with the VILLAGE. In the event TALLEY revokes his approval of the Resignation and Severance Agreement and Release of All Claims, TALLEY shall not be entitled to receive and the VILLAGE shall not be obligated to pay the Severance Benefit Payment provided for in this Section.

"Cause" is defined as (i) willful malfeasance or willful misconduct or failure to perform the duties required of TALLEY in connection with his employment; (ii) TALLEY'S gross negligence in performing any of his duties under this Agreement; (iii) TALLEY'S being found guilty of any felony, or TALLEY'S being found guilty of any misdemeanor involving dishonesty, a drug related offense or moral turpitude, or TALLEY'S being convicted of any other misdemeanor (i.e., with a judgment of conviction being entered rather than an order of supervision being entered), but excluding any misdemeanor or petty offense which relates to a traffic violation (other than a misdemeanor DUI while operating a Village-owned vehicle) or infraction; (iv) TALLEY'S willful breach of any written policy applicable to all employees adopted by TALLEY, the Village Manager or the Village Board; or (v) material breach by TALLEY of any of the terms of this Agreement.

A. Discipline. For purposes of this Agreement, the VILLAGE and TALLEY agree that Subsection 4.3 (Disciplinary Procedures) and Subsection 5.2 (Appeals from Disciplinary Action) of the Village's Personnel Policy Manual, as amended, shall apply to TALLEY for any discipline action imposed on him that is less than termination. Discipline does not need to be progressive. All discipline actions in regard to TALLEY shall be in writing and shall be delivered to TALLEY. Since the hiring and termination of TALLEY is subject to Section 5-3-7 and Section 10-2.1-4 of the Illinois Municipal Code (65 ILCS 5/5-3-7 and 65 ILCS 5/10-2.1-4), he is not subject to the disciplinary process set forth in the Board of Fire and Police Commissioners Act (See, 65 ILCS 5/10-2.1-17).

6. COMPENSATION AND BENEFITS. In consideration of TALLEY performing all of the duties required of the Chief of Police as set forth in this Agreement, the VILLAGE shall continue to pay to TALLEY the current salary of ONE HUNDRED AND NINE THOUSAND SIX HUNDRED AND SEVENTY FIVE AND 07/100 DOLLARS (\$109,675.07) per year, or, such sum otherwise agreed to by the Parties in writing from time to time. TALLEY will also be entitled to the standard employee benefits (recognized paid holidays, vacation days, sick days, life insurance, Illinois Municipal Retirement Fund contributions, health insurance, etc.) provided to the Department Heads of the VILLAGE, except as modified herein. The salary set forth above and one or more of the benefits provided to TALLEY may be increased or adjusted, in the discretion of the Corporate Authorities, upon satisfactory performance by TALLEY as determined by the Corporate Authorities and the Manager at each annual performance review. In the event that an annual performance review is not performed or the Village Manager or the Corporate Authorities do not otherwise inform TALLEY of an adjustment (increase or decrease) to his annual salary or inform TALLEY that his salary is going to be kept at its current level, then on each subsequent anniversary date of this Agreement, TALLEY shall be entitled to an immediate annual salary increase equal to two (2%) percent

of his then-current salary. TALLEY agrees that he is a salaried, exempt employee under the Fair Labor Standards Act and is not entitled to receive any additional compensation for overtime and compensatory time benefits under any federal or state employment law for performing the above mentioned duties and services under this Agreement. As an exempt employee, TALLEY agrees that he is not subject to any minimum or maximum hourly work day or hourly work week. Talley further agrees that he will perform the duties and services set forth in this Agreement typically during normal business hours, but understands that as the administrative director of the Police Department, he is also on-call for purposes of performing such duties and services outside of normal business hours.

- A. Vacation Days; Bank of Vacation Days: TALLEY shall be entitled to accrue and use vacation days as set forth in the Village's Personnel Policy Manual, as amended. The VILLAGE also agrees to provide TALLEY with a bank of four (4) weeks of vacation days (twenty (20) days) for immediate use.
- B. Personal Days: TALLEY shall be entitled to the use of personal days as set forth in the Village's Personnel Policy Manual, as amended.
- C. Sick Days: TALLEY shall be entitled to the use of sick days as set forth in the Village's Personnel Policy Manual, as amended.
- D. Paid Holidays: TALLEY shall be entitled to the following recognized paid holidays as set forth in the Village's Personnel Policy Manual, as amended: New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day and Christmas Day.
- E. Employee Insurance Programs: TALLEY shall be entitled to participate in the VILLAGE's employee health and other insurance programs as offered from time to time and as set forth in the Village's Personnel Policy Manual, as amended. For the Term of this Agreement, the VILLAGE will contribute toward TALLEY's employment insurance programs on the same basis and subject to the same conditions and restrictions as outlined for other full-time VILLAGE personnel, as amended from time to time.
- F. Reimbursement of Business Expenses. TALLEY will be reimbursed for actual, documented expenditures made as a result of and/or in the course of the conduct of VILLAGE business. Receipt documentation will be required for reimbursement to be made by the VILLAGE for all said expenditures exceeding FIVE DOLLARS (\$5.00).

7. **TRAINING AND PROFESSIONAL DEVELOPMENT.** TALLEY may, at the expense of the VILLAGE, maintain memberships and attend seminars and conferences intended to foster professional development in the local and national levels of the International Association of Chiefs of Police ("IACP") and other law enforcement associations, agencies or groups that are recognized on a state or national level. a The VILLAGE agrees that TALLEY, on an annual basis, is authorized to attend twenty (20) hours of mandatory police chief training in order to maintain the required certification and to comply with the mandated training requirements of the Illinois Police Training Act (See, 50 ILCS 705/10.7), and the required reporting to the Illinois Law Enforcement Training and Standards Board. The VILLAGE agrees to reimburse TALLEY for the reasonable, actually incurred and documented costs associated with attendance at the annual training and professional development activities he participates in an amount **not exceed TWO THOUSAND DOLLARS (\$2,000.00)** each calendar year, which amount is subject to the

VILLAGE'S annual budget constraints as determined in the Corporate Authorities' discretion. The parties agree that any unspent professional development funds can be rolled over for use during the next annual fiscal year. The parties also agree that TALLEY'S attendance at the above professional development and training seminars and conferences shall be treated as paid work days.

8. **UNIFORMS AND BODY ARMOR.** The VILLAGE has or will provide an initial set of uniforms and body armor for use by TALLEY. After the initial set of uniforms and body armor is delivered, upon his written request to the Village Manager, TALLEY shall be paid a uniform allowance, on the same payment schedule as the police officers, up to EIGHT HUNDRED AND NO/100 DOLLARS (\$800.00) annually to replace worn or damaged uniform items or body armor.

9. **ASSIGNED VEHICLE.** The VILLAGE will provide TALLEY with automobile for both VILLAGE use and personal use, at no cost to TALLEY, except that TALLEY shall be responsible for any damage to the automobile that is caused, in whole or in part, by TALLEY'S negligence or misuse of the automobile and for any fuel costs relating to personal use and travel that is beyond the metropolitan Chicago area (e.g., 50 miles from Village Hall. TALLEY shall not be obligated to pay for insurance, maintenance and repairs due to normal street usage (customary wear and tear) and fuel in relation to operating the automobile for VILLAGE use. Notification to and prior approval from the Village Manager for use of the vehicle outside of Illinois must be made prior to traveling out-of-state. The provision and use of the automobile shall be made under an accountable plan as defined in Internal Revenue Code Section 62 and its applicable regulations, as amended.

10. **DEFERRED COMPENSATION.** To the extent applicable, the VILLAGE agrees to execute all necessary agreements provided by the Illinois Municipal Retirement Fund (IMRF) or other 457 Account, an Individual Retirement Account (IRA), Roth IRA Account, the Illinois Municipal Retirement Fund's Voluntary Additional Contribution Account, or the VILLAGE'S 125 Plan Account for TALLEY'S participation in said retirement programs and plans, including any deferred compensation plan(s), and to transfer ownership to succeeding employers upon resignation or termination, as is legally possible at that time. The VILLAGE, in its sole discretion, may but it is not obligated to, make a contribution to TALLEY'S deferred compensation plan(s) and the decision to not make such a contribution shall not be a breach of this Agreement. If the VILLAGE decides to make a contribution to TALLEY'S deferred compensation plan(s), the contribution amount is subject to the VILLAGE'S annual budget constraints as determined in the Corporate Authorities' discretion. TALLEY shall have sole discretion as to which deferred compensation plan(s) any such contribution is deposited.

11. **RESIDENCY.** TALLEY shall comply with the residency requirements contained in the Village Code or regulations promulgated thereunder during the Term of this Agreement.

12. **INDEMNIFICATION.** As a material inducement for the VILLAGE to enter into this Agreement, TALLEY agrees to release, waive and hold harmless the VILLAGE and its Affiliates from and against any and all claims, actions, suits, damages, costs, expenses and liabilities, including the reasonable fees and expenses of their attorneys, expert witnesses and consultants, court costs and fines, asserted against them or sought to be imposed upon them, individually, jointly or severally, and which arise directly or indirectly out of or in connection in any way with the termination of this Agreement, except to the extent that those claims, actions, suits, damages, costs, expenses and liabilities arise solely from the VILLAGE's failure to fulfill its obligations under the Agreement.

The VILLAGE agrees to defend, indemnify and hold harmless TALLEY 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 TALLEY, 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 TALLEY'S actions or conduct giving rise to any litigation or dispute are within the scope of the duties of Chief of Police, but excepting from the indemnification those claims, actions, suits, damages, costs, expenses and liabilities arising from any criminal conduct, intentional conduct or wilful or wanton conduct of TALLEY.

13. **RETURN OF VILLAGE'S PROPERTY; ACCESS TO VILLAGE DATA.** Upon the termination of this Agreement, TALLEY shall immediately deliver to the VILLAGE any Village-owned motor vehicle and all correspondence, letters, e-mails, computer disks or stored information, Confidential Information (as defined in this Agreement), 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 and Department property, checks, petty cash, and all other material and records of any kind belonging to or relating to VILLAGE that are in the possession or control of TALLEY. TALLEY agrees that, subsequent to the termination of his employment with the Village, he will not access or attempt to access, directly or indirectly, by any matter whatsoever, the Village's computer network, including, without limitation, the Village's e-mail system, the Village's electronic document storage and retrieval system, and Village's computer network servers and related equipment.

14. **EXCLUSIVITY AND DUTY OF LOYALTY.** During the term of this Agreement, TALLEY shall not be self-employed in any kind of profit or non profit business venture, and shall not be employed by or work for compensation for any other person, corporation, partnership, or municipality of any kind without prior approval by the Corporate Authorities of the VILLAGE or the Village Manager. Recognizing that certain outside consulting or teaching opportunities confer indirect benefits to the VILLAGE and the community, TALLEY may elect to accept limited teaching or consulting opportunities, with or without compensation, provided that such arrangements do not interfere with or conflict with the TALLEY'S duties and responsibilities under this Agreement and he informs the Village Manager of the teaching or consulting commitments.

While employed by the VILLAGE, TALLEY will conscientiously and diligently perform all required acts and duties to the best of his ability and in a manner satisfactory to the VILLAGE. TALLEY agrees that at all times during his employment that he owes the VILLAGE a duty of loyalty and a duty to act in good faith. TALLEY agrees that at all times during his employment that he owes the VILLAGE a duty of loyalty and a duty to act in good faith. TALLEY agrees that during his employment with the VILLAGE, he will not individually, or in combination with any other employee, violate or breach the terms of this Agreement.

15. **CONFIDENTIALITY.** "Confidential Information" means all records, documents, information, passwords, and other materials whether original, duplicated, computerized, memorized, handwritten, or in any other form, including but not limited to any intellectual property of the VILLAGE, resident information, employment information, financial data, staff or official proposals or memoranda, real property related information, potential or actual litigation information, strategic plans, and other data disclosed, entrusted or made available to TALLEY by the VILLAGE, obtained through TALLEY'S own efforts while working for the VILLAGE or developed by TALLEY while employed by the VILLAGE, which is not available to the public at large. Confidential Information shall also include all information relating to

ongoing criminal investigations being conducted by or worked on the VILLAGE'S Police Department, without limitation: physical evidence, reports, tips, witness statements and identities, interrogations, theories, methods, investigation reports, pictures, audio and video recordings, laboratory analyses and documents. Confidential Information shall not include:

- a. Information that, at the time of disclosure, is in the public domain or is otherwise available to TALLEY on a non-confidential basis; and
- b. Information disclosed that, after disclosure, becomes part of the public domain by publication or otherwise, through no action or fault of TALLEY.

A. **Confidentiality/Non-Disclosure.** All Confidential Information is sensitive and confidential and any misuse or unauthorized disclosure of Confidential Information will materially affect the effective and successful conduct of the government, business and goodwill of the Village.

- (1) TALLEY agrees that any Confidential Information viewed, received, obtained or generated during the course of performing his duties and services for the VILLAGE is to be held in the strictest confidence and may only be used in the completion of those law enforcement duties and services, whether he continues to be employed by the VILLAGE or not.
- (2) TALLEY agrees that Confidential Information is the sole and exclusive property of the VILLAGE and shall make all reasonable, necessary and appropriate efforts to safeguard the Confidential Information from disclosure to unauthorized persons, other than as permitted by this Agreement.
- (3) TALLEY agrees that he will not otherwise disclose or reveal, in any manner or for any reason, any Confidential Information, during his employment with the VILLAGE or at any time thereafter, to any person or entity without first receiving written authorization from the Village Manager unless such disclosure is required by a court order and the VILLAGE decides not to contest the court order. This confidentiality covenant shall not prohibit TALLEY from continuing to cooperate with any law enforcement personnel or prosecutorial personnel on any cases, investigations or matters of any kind that involve Confidential Information. TALLEY agrees, to the extent allowable under law and upon request, he shall inform the Village Manager, the Police Chief or the Village Attorney of such continuing cooperation with any law enforcement personnel or prosecutorial personnel on any cases, investigations or matters of any kind that involve Confidential Information after the termination of this Agreement.
- (4) It is understood and agreed that the VILLAGE is not waiving any applicable privilege, protection or confidentiality with respect to third parties, either impliedly or explicitly, by the sharing of Confidential Information with TALLEY under this Agreement. All Confidential Information covered by this Agreement, and any work-product or report or document or information reviewed, used or prepared by TALLEY during the term of this Agreement is subject to the privileges and the exemptions contained at Sections 7(1)(a), 7(1)(b), 7(1)(b-5), 7(1)(d) and 7(1)(m) of the Illinois Freedom of Information Act (5 ILCS 140/1, *et seq.*, as amended) and all applicable legal enforceable privileges found in state or federal law.

- (5) In the event that TALLEY is ever requested in a judicial, administrative or governmental proceeding to disclose any Confidential Information, TALLEY will promptly notify the VILLAGE Manager and the Village Attorney so that the VILLAGE may seek a protective order or other appropriate remedy and/or waive compliance with this Agreement. If disclosure of the Confidential Information is required, TALLEY may furnish the required material, but TALLEY will furnish only that portion of Confidential Information that legally is required. The above notification obligation and this non-disclosure covenant shall survive the termination of this Agreement and remaining binding on Employee.
- (6) Termination of this Agreement shall not constitute a waiver of the confidentiality obligations contained in this Agreement or the attorney/client or work-product privileges or any other applicable privilege recognized by state or federal law. Upon termination, each Party shall continue to take such action as is necessary or prudent to preserve the confidentiality of the Confidential Information as well as the enforcement of the applicable privileges that apply to the Confidential Information. The confidentiality obligations of a Party that has received documents or other Confidential Information pursuant to this Agreement shall survive and remain in effect following any such termination of this Agreement. In the event that either Party, for any reason, terminates this Agreement, TALLEY shall immediately deliver or cause to be delivered to the Village Manager or the Village Attorney (without retaining any copies thereof) any and all Confidential Information and all records, documents, statements or other written information obtained from the VILLAGE containing Confidential Information, along with a signed Affidavit that such Confidential Information and other documents have been returned by TALLEY and that he has fully complied with the terms of this Subsection.

16. **TAXES.** All salary, benefits, reimbursements and any other payments to TALLEY under this Agreement shall be subject to all applicable payroll and withholding taxes and deductions required by any law, rule or regulation of Federal, Illinois, county or local authority. TALLEY agrees that he shall be responsible for the payment of his share of any such required Federal, Illinois, county or local taxes.

17. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement between the parties concerning TALLEY'S employment with the VILLAGE and supersedes all prior negotiations, discussions, understandings and agreements, whether written or oral, between TALLEY and the VILLAGE relating to the subject matter of this Agreement. No provision of this Agreement may be amended or waived unless such amendment or waiver is mutually agreed to in writing and signed by TALLEY and by the Village President and Clerk of the VILLAGE, or their designees, with the consent of the Corporate Authorities.

18. **SEVERABILITY.** If any provision of this Agreement or the application of any such provision to any party shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement shall not be affected, and each remaining provision of this Agreement shall be considered valid and shall be enforced to the fullest extent permitted by law.

19. **ASSIGNMENT.** This Agreement is a personal contract, and the rights and interest that the Agreement accords to TALLEY may not be sold, transferred, assigned, pledged, encumbered, or

hypothecated by him. This Agreement shall be binding upon, and inure to the benefit of, TALLEY, his heirs, executors, administrators, representatives, successors, transferees, and assigns, and the VILLAGE and its former, current and future elected and appointed officers, officials, trustees, agents, transferees, assigns, and successors-in-interest.

20. **NOTICES.** All notices, demands or other communications of any kind to be given or delivered under this Agreement shall be in writing and shall be deemed to have been properly given if (a) delivered by hand, (b) delivered by a nationally recognized overnight courier service, (c) sent by registered or certified United States Mail, return receipt requested and first class postage prepaid, or (d) facsimile transmission followed by a transmission confirmation copy being sent by U.S. Mail on the same day. Such communications shall be sent to the parties at their respective addresses as follows:

If to TALLEY:

Valdimir Talley, Jr.
Address

Maywood, Illinois 60153
(p) (708) 724-9794

If to VILLAGE:

Village Manager
40 Madison Street
Village of Maywood
Maywood, Illinois 60153
(p) (708) 450-4486

Either party may change such address for delivery to the other party by delivery of a notice in conformity with the provisions of this Section specifying such change. Notice shall be deemed proper (i) on the date of delivery, if delivery is by hand, (ii) three (3) days after the date of mailing if sent by certified or registered mail, (iii) on the date of delivery by the overnight courier, or (iv) on the facsimile transmission date if sent before 4:30 p.m.; otherwise, the next business day after the date of transmission by facsimile.

21. **HEADINGS.** All descriptive headings of Sections and Paragraphs in this Agreement are intended solely for convenience of reference, and no provision of this Agreement is to be construed by reference to the heading of any Section or Paragraph.

22. **REMEDIES FOR BREACH.** If one party breaches any of the terms of this Agreement, then the party who breaches the Agreement shall be liable for the payment of all damages, costs and expenses, including all attorneys' fees incurred by non-breaching party, in connection with any lawsuit or action to enforce the terms of the Agreement.

23. **VENUE AND 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 Cook County, Illinois (Daley Center Court House) or the United States District Court, Northern District of Illinois (Chicago). TALLEY and VILLAGE agree to submit to the jurisdiction of either court for the purpose of any such litigation or proceeding.

24. **ADMISSIBILITY.** The Parties agree that this Agreement shall be admissible in evidence in any action in which the terms of this Agreement are sought to be enforced.

25. **ATTORNEY REVIEW.** TALLEY acknowledges that he fully understands all of the terms, conditions, provisions, and obligations of this Agreement, that he was not coerced into signing it, that he was represented by an attorney of his own choosing during the negotiation of this Agreement, and that he executed this Agreement voluntarily and with full knowledge and understanding of the meaning and significance of its terms, conditions, provisions, and obligations.

26. **DISCLOSURE.** Subject to any applicable exception of the Freedom of Information Act (5 ILCS 140/1 et seq.), as amended, TALLEY and the VILLAGE acknowledge that this Agreement is a public record, as that term is defined under FOIA, and therefore is subject to inspection and copying by the public if requested pursuant to a FOIA request.

27. **EXHIBITS.** The following Exhibit is attached hereto and made a part hereof:

Exhibit "1" - Resignation and Severance Agreement and Release of All Claims

IN WITNESS WHEREOF, the Village of Maywood, pursuant to the authority granted by the passage of a Resolution by its Board of Trustees, directed that this Employment Agreement be executed by the Village President and attested by the Village Clerk, or their designees, and Valdimir Talley, Jr. has voluntarily executed this Agreement (and his signature has been verified by a Notary Public) on the respective dates set forth below.

VALDIMIR TALLEY, JR.

By: _____
Valdimir Talley, Jr.

Date: _____

ATTEST:

By: _____
Notary Public

Date: _____

VILLAGE OF MAYWOOD

By: _____
Edwenna Perkins,
Village President

Date: _____

ATTEST:

By: _____
Viola Mims,
Village Clerk

Date: _____

Exhibit "1"

Resignation and Severance Agreement and Release of All Claims

DRAFT – 10/2/2014

RESIGNATION AND SEVERANCE AGREEMENT

AND RELEASE OF ALL CLAIMS

**[NOTE: You have twenty-one (21) calendar days to consider this Agreement.
In addition, you are advised to consult with an attorney before signing this Agreement.]**

This **RESIGNATION AND SEVERANCE AGREEMENT AND RELEASE OF ALL CLAIMS** (“Agreement”) is entered into this ___ day of _____, 20___, by and between _____, an individual (“Employee”) and the Village of Maywood, an Illinois municipal corporation (“VILLAGE”).

RECITALS

WHEREAS, Employee has been employed as an “at-will” employee of the VILLAGE and has agreed to voluntarily resign from his employment with the VILLAGE, effective _____, 20___ (the “Resignation Date”); and

WHEREAS, the VILLAGE has agreed to pay to Employee certain compensation and benefits to which Employee would otherwise not be entitled, in exchange for Employee’s promises contained in this Agreement; and

WHEREAS, the VILLAGE and Employee now desire to mutually set forth the terms of the resignation of Employee’s employment with the VILLAGE. It is the desire of the VILLAGE and the Employee to settle and resolve all the terms of Employee’s resignation from employment with the VILLAGE and to fix and determine the rights of each Party with regard to Employee’s resignation, and all related matters, including but not limited to payment of severance and temporary continuation of certain benefits provided for under this Agreement, any disputes existing between them as of the Effective Date (as defined below) of this Agreement, and any claims that could be brought by either Party against the other Party in relation to the employment relationship and the termination of that relationship; and

WHEREAS, the considerations exchanged herein do not constitute and shall not be interpreted as an admission of liability or of any sort of wrongdoing on the part of Employee or VILLAGE, or as any violation of any federal, state or local statute, ordinance, regulation, order or common law; and

WHEREAS, it is in the best interests of both Parties to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, the Parties’ mutual promises, and the financial compensation and other valuable consideration set forth herein, the sufficiency of which is acknowledged, the VILLAGE and Employee agree as follows:

1. **Incorporation.** The initial statements contained in the above whereas paragraphs are incorporated into this Section 1 as if fully set forth herein and are material terms of this Agreement.

2. **Employment Agreement.** The Parties acknowledge the existence of the Employment Agreement between Employee and the VILLAGE, dated _____, 201___ (the “Employment Agreement”), and agree that, in the event of a conflict between this Agreement and the Employment

Agreement, the terms of this Agreement shall control. Upon the Effective Date of this Agreement, the Employment Agreement shall be terminated and no longer in effect.

3. Resignation of Employment. Employee acknowledges that he voluntarily resigns and terminates his employment with the VILLAGE effective _____, 201__ (the "Separation Date").

4. Compensation Owed. Employee acknowledges receipt of all compensation, reimbursements and employment benefits, excluding the severance payments and all other severance related benefits to be provided under this Agreement, due from the VILLAGE through the payroll period of _____, 201__, and waives any claims relating to same.

5. Separation Benefit. Subject to the provisions of this Agreement, and in consideration for entering into this Agreement and for the severance payments and other severance related benefits set forth herein, the VILLAGE shall provide Employee with the following separation benefits (individually and collectively, "Separation Benefits") and the Employee agrees to the following:

- a. The VILLAGE shall pay Employee a separation payment equal to: ____ (__) months of salary in the gross amount of _____ THOUSAND _____ AND 00/100 DOLLARS (\$_____) and shall further pay Employee for ____ (__) accrued but unused vacation days in the gross amount of _____ THOUSAND AND 00/100 DOLLARS (\$_____) for a grand total of _____ THOUSAND ____ HUNDRED AND 00/100 DOLLARS (\$_____), less normal tax withholding and any applicable employee benefit contributions (the "Separation Payment"). The Separation Payment shall be divided evenly and paid to Employee over the next six (6) regularly scheduled payroll cycle dates of the VILLAGE commencing after the expiration of the Revocation Period set forth in Paragraph 19 of this Agreement.
- b. The VILLAGE shall provide Employee with continuing health insurance benefits, at the VILLAGE's expense, for ____ (__) days after the Separation Date. Thereafter, Employee shall be entitled to continue coverage under COBRA, at his sole expense, subject to the requirements of that statute.
- c. Pursuant to Section 6 (Compensation and Benefits) of the Employment Agreement, the Parties agree that Employee is entitled to receive compensation for the ____ (__) accrued but unused vacation days payable on a per diem basis at his current salary, which equals \$_____ per day. The value of compensation for the Employee's accrued but unused vacation days equals _____ THOUSAND _____ HUNDRED AND 00/100 DOLLARS (\$_____.00) and has been included in the Separation Payment.
- d. The Separation Payment, and any other benefits included herein, do not constitute, nor are they intended to be, any form of compensation to Employee for any services to the VILLAGE. Employee acknowledges that he shall have no claim for any additional unused accrued vacation days, sick days or any other compensation due. Employee also acknowledges and agrees that he is not entitled to any other severance payments or severance benefits and no other VILLAGE benefits of any kind or nature, except as set forth in this Agreement, and that no payments of any kind described herein shall be made until after the expiration of the Revocation Period as set forth in Paragraph 19 of this Agreement, as part of the next regularly scheduled payday.

- e. VILLAGE will not seek to terminate Employee for Cause, as defined in Section 5 of the Employment Agreement.
- f. VILLAGE's payment to Employee of the Separation Payment in accordance with this Agreement is in full satisfaction and discharge of any and all amounts due or payable to Employee by the VILLAGE, whether salary, vacation pay, bonus, severance, expense reimbursement or otherwise.
- g. Employee agrees that all tax liability, which may result from the Separation Payment, payment of other compensation due him and the provision of benefits as set forth in this Agreement, rests with him alone.
- h. In exchange for the payment of the Separation Payment, Employee shall not apply for unemployment benefits in relation to his/her employment with the Village.

6. Consideration. Employee acknowledges that he would not be entitled to the Separation Benefits provided for in Paragraph 5 above in the absence of him signing this Agreement, that the Separation Benefits constitute a substantial economic benefit to Employee, and that they constitute good and valuable consideration for the various commitments undertaken by Employee in this Agreement.

7. Transition; Cooperation. Employee agrees that he will work in good faith with the VILLAGE to coordinate a smooth and effective transition to Employee's successor, and will assist in such transition in a professionally reasonable manner.

8. Parties Released. For purposes of this Agreement, the term "VILLAGE Releasees" means the Village of Maywood, each of its past, present and future representatives, officers, appointed and elected officials, mayor/president and trustees, agents, employees, engineers, insurers, volunteers and attorneys.

9. General Release. Employee, for and on behalf of himself and each of his personal and legal representatives, heirs, devisees, executors, successors and assigns, hereby acknowledges full and complete satisfaction of, and fully and forever waives, releases, acquits and discharges the VILLAGE Releasees from any and all claims, causes of action, demands, liabilities, damages, obligations and debts (collectively referred to as "Claims") of every kind and nature, whether known or unknown, suspected or unsuspected, or fixed or contingent, which Employee holds as of the date Employee signs this Agreement, or at any time previously held against the VILLAGE Releasees, or any of them, arising out of any matter whatsoever (with the exception of breaches of this Agreement). This General Release specifically includes, but is not limited to, any and all Claims:

- a. Arising out of or in any way related to Employee's employment with the VILLAGE, or the termination of Employee's employment;
- b. Arising out of or in any way related to any contract or agreement between Employee and the VILLAGE, including but not limited to the Employment Agreement;
- c. Arising under or based on the Equal Pay Act of 1963; Title VII of the Civil Rights Act of 1964; Section 1981 of the Civil Rights Act of 1866; the Americans With Disabilities Act of

1990; the Family and Medical Leave Act of 1993; the Fair Labor Standards Act of 1938; the National Labor Relations Act; the Worker Adjustment and Retraining Notification Act of 1988; the Employee Retirement Income Security Act of 1974 ("ERISA") (excepting claims for vested benefits, if any, to which Employee is legally entitled thereunder); the Illinois Constitution; the Illinois Human Rights Act; the Cook County Human Rights Ordinance; or any other federal, state, county or local law, statute, ordinance, decision, order, policy or regulation prohibiting employment discrimination; providing for the payment of wages or benefits; or otherwise creating rights or claims for employees, including, but not limited to, any and all claims alleging breach of public policy; the implied obligation of good faith and fair dealing; or any express, implied, oral or written contract; handbook; manual; policy statement or employment practice; or alleging misrepresentation; defamation; libel; slander; interference with contractual relations; intentional or negligent infliction of emotional distress; invasion of privacy; false imprisonment; assault; battery; fraud; negligence; or wrongful discharge; and

- d. Arising under or based on the Age Discrimination in Employment Act of 1967 ("ADEA"), as amended by the Older Workers Benefit Protection Act ("OWBPA"), and alleging a violation thereof based on any action or failure to act by the VILLAGE Releasees, or any of them, at any time prior to the Effective Date of this Agreement.

10. Intended Scope of Release. It is the intention of the Parties and is fully understood and agreed by them that this Agreement includes a General Release of all Claims (with the exception of breaches of this Agreement and claims for vested benefits, if any, to which Employee is legally entitled under ERISA) that Employee holds or previously held against the VILLAGE Releasees, or any of them, whether or not they are specifically referred to herein. No reference herein to any specific claim, statute or obligation is intended to limit the scope of this General Release and, notwithstanding any such reference, this Agreement shall be effective as a full and final bar to all Claims of every kind and nature, whether known or unknown, suspected or unsuspected, or fixed or contingent, released in this Agreement.

11. Employee Waiver of Rights. As part of the foregoing General Release, Employee is waiving all of his rights to any recovery, compensation, or other legal, equitable or injunctive relief (including, but not limited to, compensatory damages, liquidated damages, punitive damages, back pay, front pay, attorneys' fees, and reinstatement to employment), from the VILLAGE Releasees, or any of them, in any administrative, arbitral, judicial or other action brought by or on behalf of Employee in connection with any Claim released in this Agreement.

12. Covenant Not to Sue. In addition to all other obligations contained in this Agreement, Employee agrees that Employee will not initiate, bring or prosecute any suit or action against any of the VILLAGE Releasees in any federal, state, county or municipal court, with respect to any of the Claims released in this Agreement. Further, Employee is aware of no claims or causes of action which he has or might have against the VILLAGE or the VILLAGE Releasees except those he is releasing and for which he is covenanting not to sue the VILLAGE or the VILLAGE Releasees.

13. Remedies for Breach.

- a. If Employee, or anyone on Employee's behalf, initiates, brings or prosecutes any suit or action against the VILLAGE Releasees in any federal, state, county or municipal court,

with respect to any of the Claims released in this Agreement, or if Employee breaches any of the terms of this Agreement, then (a) Employee shall be liable for the payment of all damages, costs and expenses, including all attorneys' fees incurred by the VILLAGE Releasees, or any of them, in connection with such suit, action or breach; (b) the VILLAGE shall no longer be obligated to make any Separation Payments not already made to Employee prior to Employee's breach of this Agreement; and (c) Employee, upon demand by the VILLAGE, shall repay to the VILLAGE the value of the Separation Benefits and the premiums paid pursuant to Paragraph 5 previously provided to Employee.

- b. If the VILLAGE breaches any of the terms of this Agreement, then the VILLAGE shall be liable for the payment of all damages, costs and expenses, including all attorneys' fees incurred by Employee, in connection with such suit, action or breach.

14. No Admission of Liability. Nothing in this Agreement constitutes or shall be construed as an admission of liability on the part of the VILLAGE Releasees, or any of them. The VILLAGE Releasees expressly deny any liability of any kind to Employee, and particularly any liability arising out of or in any way related to Employee's employment with the VILLAGE or the termination of Employee's employment.

15. Warranty of Return of VILLAGE Property. Employee warrants and acknowledges that Employee has turned over or will turn over to VILLAGE, **on or before 5:00 P.M. (CST) on _____, 201__**, all Confidential Information (as defined in the Employment Agreement), equipment or other property issued to Employee by VILLAGE, along with all documents, notes, computer files, VILLAGE credit cards, keys, alarm codes, alarm instructions, and other materials which Employee had in Employee's possession or subject to Employee's control, relating to the VILLAGE and/or any of its members. Employee further warrants and acknowledges that Employee has not retained any such documents, notes, computer files or other materials (including any copies or duplicates thereof).

16. Covenant Not to Access VILLAGE's Computer Network. Employee agrees that, subsequent to the termination of Employee's employment with the VILLAGE, Employee will not access or attempt to access, directly or indirectly, by any manner whatsoever, the VILLAGE's computer network, including, without limitation, the VILLAGE's e-mail system, the VILLAGE's electronic document storage and retrieval system, and the VILLAGE's computer network servers and related equipment.

17. Warranty of Understanding and Voluntary Nature of Agreement. Employee acknowledges that Employee has carefully read and fully understands all of the provisions of this Agreement; that Employee knows and understands the rights Employee is waiving by signing this Agreement; and that Employee has entered into this Agreement knowingly and voluntarily, without coercion, duress or overreaching of any sort. Employee has had the opportunity to review and discuss this Agreement with his attorney and he fully understands this Agreement's provisions and their legal and practical effect.

18. Time to Consider and Attorney Consultation. **EMPLOYEE AGREES AND ACKNOWLEDGES THAT THE VILLAGE HAS ADVISED HIM TO CONSULT WITH AN ATTORNEY REGARDING THIS AGREEMENT PRIOR TO SIGNING BELOW. EMPLOYEE UNDERSTANDS AND AGREES THAT HE HAS BEEN PROVIDED WITH AT LEAST TWENTY-ONE (21) CALENDAR DAYS TO CONSIDER HIS ACCEPTANCE OF THIS AGREEMENT AND THE ABILITY TO CONSULT WITH COUNSEL, AND THAT HE HAS BEEN**

ADVISED OF HIS RIGHT TO CHANGE HIS MIND AND REVOKE HIS ACCEPTANCE OF THIS AGREEMENT AT ANY TIME WITHIN SEVEN (7) CALENDAR DAYS FROM THE DATE, AS SHOWN BELOW, ON WHICH HE HAS SIGNED THIS AGREEMENT.

19. Revocation Period. EMPLOYEE AGREES AND UNDERSTANDS THAT HE MAY REVOKE HIS APPROVAL OF THIS AGREEMENT WITHIN SEVEN (7) CALENDAR DAYS AFTER HE SIGNS THIS AGREEMENT AND THAT THIS AGREEMENT SHALL NOT BECOME EFFECTIVE OR ENFORCEABLE UNTIL EIGHT (8) CALENDAR DAYS AFTER THE DATE ON WHICH EMPLOYEE SIGNS BELOW. IN ORDER TO REVOKE THIS AGREEMENT, EMPLOYEE MUST DELIVER A WRITTEN NOTICE TO THE VILLAGE OF EMPLOYEE'S DECISION TO REVOKE HIS APPROVAL OF THIS AGREEMENT, AND SAID NOTICE MUST BE RECEIVED BY VILLAGE NO LATER THAN SEVEN (7) CALENDAR DAYS FOLLOWING THE DATE OF EMPLOYEE'S EXECUTION OF THIS AGREEMENT. IF EMPLOYEE DOES NOT REVOKE HIS APPROVAL OF THIS AGREEMENT, HE WILL RECEIVE THE SEPARATION PAYMENT AND SEPARATION BENEFITS DESCRIBED IN THIS AGREEMENT, AND THIS AGREEMENT SHALL BECOME EFFECTIVE AND ENFORCEABLE ON THE DATE IMMEDIATELY AFTER THE SEVEN (7) CALENDAR DAY REVOCATION PERIOD EXPIRES (THE "EFFECTIVE DATE").

20. No Re-Employment. Employee agrees that Employee will not seek re-employment with the VILLAGE.

21. Non-Disclosure; Confidentiality. Employee agrees that he will comply with the terms of Section 14 (Confidentiality) of the Employment Agreement and shall further not disclose, convey, transmit or make known or available, to any individual, partnership, corporation, organization or entity, any "Confidential Information" pertaining to or regarding the VILLAGE. Employee agrees to keep this Agreement and its terms strictly confidential and shall not discuss same with any person, except with Employee's immediate family, tax preparers and attorneys, provided that any person with whom Employee discusses this Agreement also agrees to keep it confidential. Employee agrees to assume responsibility for any such person's confidentiality obligations. Employee may, however, fully respond to questions from governmental entities or discuss this Agreement if required to do so by law. Nothing in this section shall be construed as prohibiting the Parties from providing truthful testimony, responding to a subpoena, cooperating with any government official or agency, truthfully communicating with any government official or agency, or complying with the applicable provisions of the Open Meetings Act (5 ILCS 120/1, *et seq.*) and the Freedom of Information Act ("FOIA") (5 ILCS 140/1, *et seq.*). This Agreement is subject to public inspection and photocopying and distribution to the public pursuant to a FOIA request.

22. Severability. The provisions of this Agreement are fully severable. Therefore, if any provision of this Agreement is for any reason determined to be invalid or unenforceable, such invalidity or unenforceability will not affect the validity or enforceability of any of the remaining provisions. Furthermore, any invalid or unenforceable provisions shall be modified or restricted to the extent and in the manner necessary to render the same valid and enforceable, or if such provision cannot under any circumstances be modified or restricted, it shall be excised from this Agreement without affecting the validity or enforceability of any of the remaining provisions. The Parties agree that any such modification, restriction or excision may be accomplished by their mutual written agreement or, alternatively, by disposition of a court or other tribunal.

23. Entire Agreement/Integration. This Agreement constitutes the sole and entire agreement between Employee and the VILLAGE with respect to the subjects addressed in it, and

supersedes all prior or contemporaneous agreements, understandings and representations, oral and written, including but not limited to the Employment Agreement, with respect to those subjects.

24. No Waiver By VILLAGE. No waiver, modification or amendment of any of the provisions of this Agreement shall be valid and enforceable unless in writing and executed by Employee and the VILLAGE's President, or his/her designee, or the VILLAGE approval is effective by operation of law.

25. Successors and Assigns. This Agreement shall be binding upon, and shall inure to the benefit of, Employee and Employee's personal and legal representatives, heirs, devisees, executors, successors and assigns, and the VILLAGE, its successors and assigns.

26. Choice of Law; Jurisdiction. This Agreement and any amendments hereto shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to conflicts of law principles.

27. Amendments. This Agreement may not be amended, revoked, changed or modified except by way of a written agreement executed by Employee and the VILLAGE's President of the Board.

28. Counterparts. This Agreement may be executed in counterparts and shall be binding upon both Parties in the same manner as though all Parties' signatures appeared in a single, signed Agreement.

NOTICE TO EMPLOYEE: BY SIGNING THIS AGREEMENT YOU ARE WAIVING YOUR RIGHTS ARISING PRIOR TO THE DATE OF THIS AGREEMENT, IF ANY, UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT, AS AMENDED.

YOU ARE ALSO GENERALLY RELEASING VILLAGE FROM ANY AND ALL OTHER CLAIMS YOU MAY HAVE.

PRIOR TO SIGNING THIS AGREEMENT YOU SHOULD CONSULT AN ATTORNEY.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

EMPLOYEE

VILLAGE OF MAYWOOD

By: _____
EMPLOYEE

By: _____
Village President

Date: _____, 201__

Date: _____, 201__

ATTEST:

ATTEST:

By: _____
Notary Public

By: _____
Village Clerk

Date: _____

Date: _____

EXHIBIT "A"

COBRA NOTICE

(incorporated herein by reference)

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Viola Mims, Clerk of the Village of Maywood, in the County of Cook and State of Illinois, do hereby certify that the annexed and foregoing is a true and correct copy of that certain Resolution now on file in my Office, entitled:

RESOLUTION NO. R-2015-02

A RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF
AN EMPLOYMENT AGREEMENT FOR
MAYWOOD CHIEF OF POLICE (VALDIMIR TALLEY, JR.)

which Resolution was passed by the Board of Trustees of the Village of Maywood at a Village Board Meeting on the 20th day of January, 2015, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 22nd day of January, 2015.

I further certify that the vote on the question of the passage of said Resolution by the Board of Trustees of the Village of Maywood was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Maywood, and that the result of said vote was as follows, to-wit:

AYES: Trustee(s) A. Jaycox, A. Dorris, M. Rogers, M. Lightford and R. Rivers.

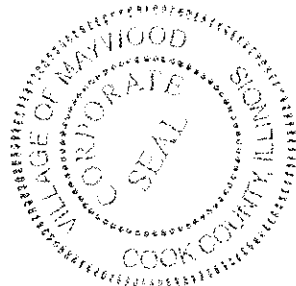
NAYS: Mayor Edwenna Perkins and Trustee C. Ealey-Cross

ABSENT: None

I do further certify that the original Resolution, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Maywood, this 22nd day of January, 2015.

[SEAL]





Village Clerk