

**A RESOLUTION AUTHORIZING THE EXECUTION OF A SERVICE AGREEMENT WITH ROBERT KOSIN**

**WHEREAS**, the Village of Barrington Hills (the “Village”) is a home-rule municipality pursuant to Article VII, Section 6, of the Constitution of the State of Illinois, and as such, is authorized to take all reasonable action pertaining to its affairs in accordance therewith; and

**WHEREAS**, the Village’s long serving Director of Administration, Robert Kosin, has announced his intent to retire from the active employment of the Village, effective January 1, 2018; and

**WHEREAS**, Kosin’s retirement results in a vacancy in the Office of Director of Administration which will be filled by the Village Board; and

**WHEREAS**, Kosin’s knowledge and experience of the Village and its policies and programs is such that his assistance to the new appointee is of value to the Village; and

**WHEREAS**, Kosin has agreed to consult with the Village for a period of two years, to commence on January 1, 2018 under terms and conditions set forth in the Services Agreement, attached hereto and incorporated herein by reference as Exhibit A; and

**WHEREAS**, the President and Board of Trustees of the Village find that the execution of the Service Agreement with Robert Kosin is in the best interests of the Village and its citizens.

**NOW, THEREFORE, BE IT RESOLVED** by the President and Board of Trustees of the Village of Barrington Hills, located in the Counties of Cook, Kane, Lake and McHenry, Illinois, as follows:

**SECTION ONE:** The recitals set forth above are incorporated herein and made a part hereof.

**SECTION TWO:** The President is authorized to execute on behalf of the Village of Barrington Hills, and the Village Clerk to attest thereto, the Service Agreement as set forth in Exhibit A.

**SECTION THREE:** Village Staff is hereby directed to take all steps required for purposes of effectuating the terms of the Service Agreement.

**SECTION FOUR:** This Resolution shall take effect immediately upon its passage and approval as provided by law.

Ayes:                      Nays:                      Absent:

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Barrington Hills, Illinois, this 20<sup>th</sup> day of November, 2017.

APPROVED:

ATTEST:

\_\_\_\_\_  
Village President

\_\_\_\_\_  
Village Clerk

# PERSONAL SERVICE CONTRACT

The parties to this contract are the Village of Barrington Hills (“Village”), and Robert Kosin (“Contractor”).

## 1. SCOPE OF SERVICE

Contractor, in exchange for the compensation paid by the Village under this contract, agrees to provide the following services, which list is not meant to be exclusive, and which may be added to by any Village Officer, or by the Contractor in consultation with the Village President to the extent such matters dictate future assistance on projects as they arise:

- a. Appropriation Ordinance FY 2018-FY 2019
- b. Record management – Administrative Only
- c. FOIA duties
- d. Asset Inventory
- e. Zoning Administration – petition, Hearing Staff, research and drafting

## 2. TERM OF CONTRACT

The term of this contract is for a period of 24 months, commencing on the 1st day of January, 2018, and terminating on the 31st day of December, 2019.

During the term of this contract, Contractor shall be “on call” to the Village for a maximum of five hundred (500) hours to the Village in each year of the term. Contractor shall provide a report to the Village President on a monthly basis, setting forth the projects undertaken and the hours worked in each month.

## 3. COMPENSATION

In lieu of compensation for services rendered under this Contract, the Village will adopt a policy change to its current provision of comprehensive major medical/dental insurance benefits to create a retire class of employees who can apply for continued health and dental benefits so long as they meet the eligibility requirements set forth therein. The Parties acknowledge that Kosin meets all requirements to secure the insurance privilege to be provided to that class of retired employee. Payment to be made hereunder shall guarantee maintenance of all current health insurance benefits to the Contractor to the level currently provided for the term of this contract.

## 4. EQUIPMENT

For purposes of performance of his duties hereunder, Contractor shall retain and be entitled to full use as currently provided his cellular telephone with the current carrier plan and assigned telephone number and the laptop computer currently assigned to him. He shall also be allowed to maintain and use an e-mail address on the Village’s service plan.

## 5. INDEPENDENT CONTRACTOR

The Parties hereto agree that as of January 1, 2018, Contractor is an independent contractor and is not an employee of the Village for any purpose, including but not limited to the application of the Social Security Act, the Fair Labor Standards Act, the Federal Insurance Contribution Act, the Illinois Unemployment Compensation Law and the Illinois Workers’ Compensation Act. Contractor retains sole and absolute discretion in the manner and means of carrying out the Contractor’s activities and responsibilities under this contract, except to the extent specified in this contract. It is expressly

understood that while the Contract provides for the maximum hours the Contractor shall provide to the Village on work each year of the term, Contractor shall set his own hours dictated solely by his determination as to the work needed to perform the duties he may be assigned.

6. RETIREMENT BENEFITS

The Parties hereto acknowledge that as of January 1, 2018, Contractor shall retire from Village service and not be an employee of the Village. Based on such facts, Contractor shall be and will apply for retirement benefits he is entitled to pursuant to his and the Village's participation in the Illinois Municipal Retirement Fund ("IMRF"). In the event the work or any portion thereof to be performed by Contractor in compliance with this contract shall be deemed in violation of Contractor's eligibility for such IMRF retirement benefits, the Parties hereto agree to revised this contract in any manner required to provide the health insurance benefits to Contractor and to provide for his service as a predicate thereto.

7. TERMINATION OF CONTRACT

a. Termination without cause. This contract may be terminated by mutual consent of both Parties, or by either Party upon 30 days' written notice to the other Party.

Termination of this Contract under this subsection is without prejudice to any obligations or liabilities of either Party already accrued prior to termination. In this regard, the Contractor's right to payment of his health benefits accrues as of the commencement of this Contract, and is an obligation that cannot be terminated without mutual consent of the Parties. In the event the Village determines termination is in the best interests of the Village, it shall reach accord with the Contractor on an alternative means to provided health insurance benefits to the level as set on commencement of this Contract.

c. Termination for cause. The Village by written notice of default to the Contractor may terminate the whole or any part of this contract:

- 1) If the Contractor fails to provide services required by this contract within the time specified or any extension agreed to by the Village; or
- 2) If the Contractor fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms.

The rights and remedies of the Village provided in the above clause related to defaults by the Contractor are not exclusive and are in addition to any other rights and remedies provided by law or under this contract.

8. MERGER AND MODIFICATION

This contract constitutes the entire agreement between the Parties. There are no understandings, agreements, or representations, oral or written, not specified within this Contract. This Contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by both Parties.

9. FORCE MAJEURE

If by reason of an event of Force Majeure, any Party to this Contract shall be rendered unable, wholly or in part, to carry out its/his obligations under this Contract, then provided such Party gives prompt written notice of such event of Force Majeure to the other Party (which notice shall include the nature of the event and its expected duration), the obligations of the Party giving such notice shall be

suspended to the extent impaired by such event of Force Majeure provided, however, (i) the suspension of performance of such Party's obligation shall be no longer than the time frame by which the Party's obligations are materially impaired by reason of the event of Force Majeure, and (ii) the Party seeking such suspension shall exercise its/his best efforts to remove or overcome its inability to perform with all reasonable dispatch.

10. ASSIGNABILITY

This Contract is personal to the Contractor and shall not be assigned by him in whole or in part to any other Party.

11. SEVERABILITY

If any term of this Contract is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms shall not be affected, and, if possible, the rights and obligations of the Parties are to be construed and enforced as if the Contract did not contain that term.

12. NOTICE

All notices or other communications required under this Contract shall be given by e-mail and/or registered or certified mail and are complete on the date mailed when addressed to the parties at the following addresses:

To Contractor:

Robert Kosin  
[rkosin@barringtonhills-il.gov](mailto:rkosin@barringtonhills-il.gov)

To Village:

Village of Barrington Hills  
Attn: Director of Administration  
112 Algonquin Road  
Barrington Hills, IL 60101

The provisions of this section do not supersede any statutes or rules of court regarding notice of claims or service of process. In the event of a conflict between this section and any statutes or rules of court, the statutes or rules of court govern.

13. APPLICABLE LAW AND VENUE

This contract is governed by and construed in accordance with the laws of the State of Illinois. Any action to enforce this contract must be brought in the Circuit Court of Cook County, Illinois, or the U.S. District Court for the Northern District.

14. INSURANCE/LIABILITY

The Village shall take all steps necessary to ensure that Contractor is provided insurance as part of the Village's insurance program for any acts or conduct he undertakes as a result of which suit is brought against the Village, wherein he may be named as a defendant. With or without benefit of such insurance, the Village hereby agrees that costs of defense and any settlement which may result from suit shall be paid by the Village. This provision shall extend past the term of the Contract.

15. ATTORNEY FEES

In the event a lawsuit is instituted by either Party to this Contract to obtain performance due of any kind under this contract, the prevailing party shall be entitled to secure from the non-prevailing party all attorney's fees and costs expended in securing enforcement of said rights.

16. EFFECTIVENESS OF CONTRACT

This contract is not effective until fully executed by both parties.

CONTRACTOR

BY: \_\_\_\_\_  
Robert Kosin

DATE: \_\_\_\_\_, 2017

VILLAGE OF BARRINGTON HILLS

BY: \_\_\_\_\_  
Martin McLaughlin  
President

DATE: \_\_\_\_\_, 2017

ATTEST: \_\_\_\_\_  
Anna Paul  
Village Clerk