

## EMPLOYMENT AGREEMENT

THIS AGREEMENT ("Agreement") made and entered into as of December 18, 2019 (the "Effective Date"), by and between The Village of Romeoville, an Illinois Municipal Corporation (hereinafter referred to as "Village"), and Mark Turvey (hereinafter referred to as "Turvey").

### WITNESSETH THAT:

WHEREAS, Village appointed Turvey as its Chief of Police in 2010, and has continuously employed Turvey in that capacity thereafter to and including the Effective Date;

WHEREAS, Turvey desires to continue to be employed by the Village as its Chief of Police for a period of time as hereinafter defined and Village desires to continue to employ Turvey as its Chief of Police for a period of time as hereinafter defined, all upon the terms and conditions hereinafter set forth in this Agreement; and

WHEREAS, it is in the best interest of the parties to enter into an Employment Agreement on the terms and conditions hereinafter set forth in this Agreement.

NOW, THEREFORE, the Village and Turvey, each intending to be legally bound, hereby mutually covenant and agree as follows:

1. Recitals. The foregoing recitals are incorporated herein as if fully set forth.

2. Employment and Term.

(a) Employment. Village shall employ Turvey as its Chief of Police (hereinafter "Chief") and Turvey shall so serve, for the term set forth in Paragraph 2(b). Turvey acknowledges that prior to the Effective Date, he has served as Chief of Police on an at-will basis at the pleasure of the Corporate Authorities of the Village, and that he shall continue to serve on

an at-will basis during the term of this Agreement, subject to the provisions of the Village Code of Ordinances and the Village Employee Handbook.

(b) Term. Except as otherwise provided herein, the term of Turvey's employment under this Agreement shall be deemed to have commenced on December 18, 2019 and shall end upon May 24, 2020. For clarification, the term of Turvey's employment hereunder includes May 24, 2020.

(c) Retirement. Turvey and Village acknowledge that Turvey shall be deemed to have voluntarily retired upon the expiration of the term of employment set forth in Section 2(b) of this Agreement, with the effective date of such retirement being May 25, 2020. To memorialize the same, Turvey shall, contemporaneously with his execution of this Agreement, deliver an executed copy of his irrevocable letter of retirement to Village in the form attached hereto and incorporated herein by reference as Exhibit A, and the Village shall accept the said letter upon receipt.

3. Duties and Responsibilities.

The duties and responsibilities of Turvey are and shall be such duties as may be assigned to him or required of him by the Village Manager in the conduct of the Village's business, and as may be set forth in the applicable ordinances and policies of the Village. Without limiting the generality of the foregoing, Village and Turvey acknowledge that such duties shall include coordinating with Police Department Deputy Chiefs, command staff members and other Department personnel to ensure a smooth and orderly transition between Turvey and his successor as Chief of Police, all in appropriate consultation with the Village Manager. Turvey recognizes that during the period of his employment hereunder, he owes an undivided duty of loyalty to the Village, and agrees to devote his entire business time and attention to the

performance of said duties and responsibilities and to use his best efforts to perform his duties and responsibilities on behalf of the Village.

4. Compensation.

(a) Regular Compensation. For services performed by Turvey for the Village as of the Effective Date, Turvey shall be compensated at the salary payable to Turvey by the Village in effect immediately prior to the Effective Date, payable in substantially equal installments at the same time as Village Department Heads are paid, less usual and customary withholdings, and in accordance with the Village's regular payroll practices. This salary shall thereafter be increased by the amount of three percent (3%) annually on May 1, 2020, and shall, additionally, be increased by longevity pay increases for which Turvey may become eligible under the applicable ordinances and policies of the Village.

(b) Additional One-Time Compensation and Additional Benefit. In consideration of Turvey's retirement, and the release hereinafter referenced in Section 6 of this Agreement, Village shall make an additional one-time compensation payment to Turvey and provide an additional health insurance benefit to Turvey in the amount and in the manner set forth in the release referenced in Section 6 of this Agreement. Village and Turvey acknowledge Turvey would not be entitled to the additional one-time compensation and benefit referenced in Section 6 in the event that Turvey would have been terminated from employment.

5. Other Employment Benefits. In addition to the compensation described in Paragraph 4(a) above, from and after the Effective Date, Turvey shall also be entitled to the following:

(a) Ordinance/Employee Handbook Benefits. Turvey shall also be entitled to all benefits from time to time made available to Village full time nonunion employees pursuant

to the then-applicable ordinances of the Village or the provisions of the Village's employee handbook or personnel manual. Without otherwise limiting the generality of the foregoing, Turvey shall specifically be entitled to the benefits afforded to non-union sworn personnel as set forth in Exhibit B to Chapter 37 of the Village Code of Ordinances, the annual Police Department court preparation stipend of \$600.00, which court preparation stipend shall be paid to Turvey with the first paycheck due to Turvey in the 2020-2021 fiscal year, and the annual longevity stipend of \$1,500.00, which longevity stipend shall be paid to Turvey with the first paycheck due to Turvey in the 2020-2021 fiscal year

(b) Cell phone and computer; Equipment. Turvey shall be entitled to the use of a cell phone, office computer, and laptop/tablet computer at the expense of the Village at all times during the term of this Agreement, and to the use of all equipment available to sworn officers of the Village Police Department under the ordinances of the Village and the General Orders of the Police Department.

(c) Conference and meeting attendance. Turvey shall be entitled to attend such conferences and professional meetings from time to time as Turvey may deem reasonably necessary and appropriate to maintaining and developing his professional skills and to advancing the best interests of the Village, at the expense of the Village, up to the amount budgeted therefor annually by the Village. Reimbursable travel and other expenses for Turvey associated with such conference and meeting attendance shall be reimbursed to Turvey consistent with then current Village ordinances and policies.

(d) Pension Contributions. Village acknowledges that Turvey is enrolled in the Romeoville Police Pension Fund (the "Fund"), and that Village and Turvey during the term

of this Agreement shall make such contributions toward Turvey's Fund benefits as may be respectively required of them by the Fund and applicable law.

(e) Holidays, Vacation days, sick leave and personal time. Turvey shall be entitled to receive and accrue holidays, vacation days, sick leave and personal time in accordance with and to the extent permitted by then current Village ordinances and policies, including but not limited to the provisions of Exhibit B to Chapter 37 of the Village Code of Ordinances applicable to non-union sworn Police Department Personnel. Likewise, upon retirement, Turvey shall be entitled to apply sick leave accrued as of his retirement as payment toward the cost of continued health, dental and vision insurance coverage, and to similarly apply accrued vacation time toward the cost of continued health, dental and vision insurance coverage or be paid the amount of such accrued vacation time, all subject to and in accordance with Exhibit B to Chapter 37 of the Village Code of Ordinances applicable to non-union sworn Police Department Personnel. Turvey and Village acknowledge that as of the date of this Agreement, Turvey has accrued 5,800 hours of sick leave; Turvey and Village further acknowledge that the calculation of the dollar amount or value of such sick time under this Agreement shall be performed by multiplying the total number of hours of accrued sick leave by Turvey's hourly rate of pay on his final day of employment under this Agreement. Similarly, upon retirement, Turvey shall be entitled to receive payment for all of his then accrued holidays, vacation time and personal time in accordance with and to the extent permitted by then current Village ordinances and policies, including but not limited to the provisions of Exhibit B to Chapter 37 of the Village Code of Ordinances applicable to non-union sworn Police Department Personnel; Village and Turvey acknowledge that the maximum number of vacation hours that Turvey may accumulate

hereunder shall be 240, and that the maximum number of personal hours that Turvey shall be permitted to accumulate hereunder shall be 24.

(f) Expense reimbursement. Reimbursement of business related expenses incurred by Turvey in the course of the performance of his duties hereunder shall be made in accordance with the then current Village ordinances and policies.

6. Release and Waiver; Separate and Additional One-Time Consideration and Additional Benefit. In consideration of Turvey's voluntary retirement as hereinabove set forth, and his execution effective as of May 24, 2020 of the release and waiver agreement attached hereto and incorporated herein by reference as Exhibit B (the "Release and Waiver"), and so long as Turvey does not exercise the revocation option set forth in the Release and Waiver, Village shall:

(a) Pay to Turvey the gross sum of \$60,000.00, less all statutory deductions and any voluntary deductions. Said sum shall be paid by the Village to Turvey on or before June 8, 2020. Turvey and Village acknowledge that Turvey would not be entitled to the additional one-time compensation set forth herein in this Section 6(a) in the event of Turvey's termination from employment; and

(b) If Turvey so elects, and to the extent that Turvey is and remains eligible for such continued coverage under COBRA or Illinois law, Village shall pay all COBRA health insurance premiums for continued health, dental and vision insurance coverage for Turvey through May, 2021. From and after May of 2021, Turvey may use accrued sick time toward the payment of such health, dental and vision insurance premiums to the extent available, and in accordance with Exhibit B to Chapter 37 of the Village Code of Ordinances.

7. Appropriation. The Village Board shall appropriate each fiscal year such sums as are necessary to perform the Village's obligations under this Agreement.

8. Binding Effects. This Agreement shall be binding upon and inure to the benefit of the heirs and representatives of Turvey and the successors and assigns of the Village.

9. Tax Withholding. The Village may withhold any taxes required to be withheld by federal, state, or local law with respect to any payment in cash, and/or other property made by or on behalf of the Village to or for the benefit of Turvey under this Agreement or otherwise.

10. No Assignment. Except as otherwise expressly provided herein, this Agreement is not assignable by any party and no payment to be made hereunder shall be subject to anticipation, alienation, sale, transfer, assignment, pledge, encumbrances or other charge.

11. Execution in Counterparts. This Agreement may be executed by the parties hereto in two (2) or more counterparts, each of which shall be deemed to be an original, but all such counterparts shall constitute one and the same instrument, and all signatures need not appear on any one counterpart.

12. Jurisdiction and Governing Law. Jurisdiction over disputes with regard to this Agreement shall be exclusively in the courts of the State of Illinois, and the sole and exclusive venue for any such action shall be the Circuit Court of the Twelfth Judicial Circuit, Will County, Illinois and this Agreement shall be construed and interpreted in accordance with and governed by the laws of the State of Illinois.

13. Severability. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be invalid or unenforceable for any reason, such judgment shall not affect, impair or invalidate the remainder of this Agreement.

14. Waiver. The waiver of any party hereto of a breach of any provision of this Agreement by any other party shall not operate or be construed as a waiver of any subsequent breach.

15. Amendment. No change, alteration or modification hereof may be made except in writing, signed by each of the parties hereto.

16. Construction. The language used in this Agreement will be deemed to be the language chosen by Village and Turvey to express their mutual intent and no rule of strict construction shall be applied against any person. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural, and the pronouns stated in either the masculine, the feminine or the neuter gender shall include the masculine, feminine or neuter. The headings of the Sections of this Agreement are for reference purposes only and do not define or limit, and shall not be used to interpret or construe the contents of this Agreement.

17. Indemnification. Village will indemnify Turvey to the extent required pursuant to the applicable provisions of the Local Governmental and Governmental Employees Tort Immunity Act. This provision shall survive Turvey's termination for acts or omissions during term of his employment.

18. Entire Understanding. This Agreement constitutes the entire understanding between the parties relating to Turvey's employment hereunder and supersedes and cancels all prior written and oral understandings and agreements with respect to such matters.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the day and year first above written.

VILLAGE:

TURVEY:

Village of Romeoville, an Illinois  
Municipal Corporation

By: \_\_\_\_\_  
Village President

\_\_\_\_\_  
Mark Turvey

ATTEST:

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

**EXHIBIT A**

**IRREVOCABLE LETTER OF RETIREMENT**

Village of Romeoville  
Attn.: Village Manager Steve Gulden

1050 W. Romeo Road  
Romeoville, IL 60446

RE: Retirement as of May 24, 2020

Dear Village Manager Gulden:

I, Mark Turvey, hereby submit my irrevocable letter of retirement as an employee of the Village of Romeoville effective as of May 25, 2020.

Very truly yours,

\_\_\_\_\_  
Mark Turvey

Dated: \_\_\_\_\_

**EXHIBIT B**

**RELEASE AND WAIVER AGREEMENT**

This Release and Waiver Agreement (the "Agreement") is entered into between the Village of Romeoville, (the "EMPLOYER"), and Mark Turvey, ("EMPLOYEE") this 24th day of May, 2020.

**PREAMBLE**

**WHEREAS**, it is the desire of the EMPLOYER and EMPLOYEE to settle and resolve all the terms of EMPLOYEE'S retirement from employment with the EMPLOYER and to fix and determine the rights of each party with regard to EMPLOYEE'S voluntary retirement from said employment, as Village Chief of Police, and all related matters, including all matters provided for under an Employment Agreement entered into between the parties on December 18, 2019, any disputes existing between them as of the effective date of this Agreement, any claims that could be brought by EMPLOYEE against the EMPLOYER, and/or any claims that the EMPLOYER could bring against EMPLOYEE in relation to the at-will-employment relationship between EMPLOYEE and the EMPLOYER and the ending 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 the EMPLOYER, or as any violation of any federal, state or local statute, ordinance, regulation, order or common law by either party; and

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

**NOW, THEREFORE, IN CONSIDERATION** of the payment of money, and the making of mutual promises and covenants hereinafter contained, the receipt and sufficiency of which is acknowledged, the EMPLOYER and EMPLOYEE agree as follows:

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

2. EMPLOYEE'S Retirement. EMPLOYEE acknowledges and agrees that EMPLOYEE has submitted his irrevocable letter of retirement to the EMPLOYER effective as of the 25<sup>th</sup> of May, 2020. Pursuant to such letter of retirement, EMPLOYEE relinquishes any and all rights to employment or re-employment with the EMPLOYER in any capacity or position.

3. Effect of Retirement under COBRA. EMPLOYEE'S Retirement Date shall constitute a qualifying event for purposes of the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). A notification of COBRA rights is attached hereto as Exhibit 1.

4. Additional Compensation and Benefits for Releases; Letter of Recommendation.

In consideration of EMPLOYEE'S retirement and the releases herein contained, EMPLOYER shall:

- A. Pay EMPLOYEE additional compensation to which EMPLOYEE would not be entitled in the event of the termination of his employment in the gross amount of Sixty Thousand and No/100 Dollars (\$60,000.00), less all statutory and voluntary deductions, in full and complete satisfaction of the release of all claims herein contained that were or could have been asserted against EMPLOYER by EMPLOYEE. Provided that the EMPLOYEE does not exercise the revocation option contained in Section 6.F and Section 13 of this Agreement, EMPLOYER shall make the payment provided for herein on or before June 8, 2020. Contemporaneously with its payment to Turvey of the sum herein referenced, Village shall, so long as Turvey does not exercise the revocation option set forth in Section 6.F and Section 13 of this Agreement, provide a letter of recommendation for future employment in the form attached hereto and incorporated herein by reference as Exhibit 2; and
- B. If EMPLOYEE so elects, and to the extent that EMPLOYEE is and remains eligible for such continued coverage under COBRA or Illinois law, EMPLOYER shall pay all COBRA health insurance premiums for continued health insurance coverage for EMPLOYEE through May, 2021. From and after May of 2021, EMPLOYEE may use accrued sick time toward the payment of such health insurance premiums to the extent available, and in accordance with Exhibit B to Chapter 37 of the EMPLOYER Code of Ordinances.

5. Return of EMPLOYER Property. EMPLOYEE shall return all EMPLOYER property including, but not limited to, vehicles, vehicle keys, cell phones, pager(s), PDA(s), computer(s), lap top(s), keys, Village credit cards, i.d. badge, computer disks and files, physical or electronic data storage media, and provide to the Village in writing all Village-related passwords and access codes in his possession or control in writing prior to receiving any payment under this Agreement. EMPLOYEE acknowledges that he has removed all of his personal property from the Village property as of May 24, 2020.

6. General Release.

A. In consideration of EMPLOYER's agreement to provide the payment set forth in Section 4 of this Agreement, EMPLOYEE AGREES TO FULLY AND ABSOLUTELY RELEASE AND DISCHARGE EMPLOYER, and all of its officers, elected and appointed officials and employees, agents, attorneys and consultants in both their personal and official capacities, from any and all claims, lawsuits or causes of action of every kind or nature, at law or equity, which EMPLOYEE may now have or claim to have, whether known or unknown from the beginning of the EMPLOYEE's employment to and through the date of this Agreement. THIS RELEASE COVERS ALL TYPES OF LEGAL CLAIMS, whether arising from tort, statute, ordinance, regulation, common law or collective bargaining agreement, including but not limited to any and all actions, causes of action, claims, rights, obligations, charges, damages, costs, attorney's fees, suits and demands arising out of or based upon employment relations, collective bargaining agreements, rights to arbitration, wrongful or retaliatory discharge, constructive discharge. THIS AGREEMENT INCLUDES THE RELEASE OF ANY AND ALL CLAIMS AGAINST EMPLOYER ARISING UNDER FEDERAL OR STATE LAW including, without limitation all of EMPLOYEE's rights under any and all State, Federal and local statutes, laws, ordinances, executive orders, and regulations; the Constitution of the United States (including all amendments thereto); the Constitution of the State of Illinois; Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000e et seq.; the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §621 et. seq.; the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §12101 et seq.; all claims under 42 U.S.C. §§ 1983, 1985, 1988; the Family and Medical Leave Act of 1993, 29 U.S.C. §2601 et seq.; the Fair Labor Standards Act of 1938 as amended, 29 U.S.C. §201 et seq.; the Civil Rights Act of 1866, 42 U.S.C. §1981 et seq.; Illinois Human Rights Act, 775 ILCS 5/1-101 et seq.; the Illinois Minimum Wage Law, 820 ILCS 105 et seq.; the Illinois Public Labor Relations Act, 5 ILCS 315; the Illinois Wage Payment and Collection Act, 820 ILCS 115 et seq.; and any other statute or principle

under which EMPLOYEE could assert a claim or cause of action. This Release is intended to be a broad, general release of all known or unknown claims that may be in existence as of the time of this Agreement, but shall not constitute a release of any obligations under this Agreement or of any claims that cannot be released by law. THIS AGREEMENT DOES NOT RELEASE CLAIMS OR RIGHTS THAT EMPLOYEE MAY HAVE UNDER THE WORKERS COMPENSATION ACT, 820 ILCS 305-1 ET SEQ.

- B. EMPLOYEE further agrees that if EMPLOYEE files a charge with the EEOC or IDHR or is a party to such a charge, EMPLOYEE SHALL NOT BE ENTITLED TO RECOVER ANY DAMAGES OR ATTORNEY'S FEES as a result of disposition of the charge.
- C. EMPLOYEE and his attorneys, if any, shall receive no compensation, bonuses, commissions, severance pay, employee benefits, fees, or other consideration from any Release in this Agreement except as specifically set forth herein.
- D. Except to challenge the enforceability of this Agreement, in the event EMPLOYEE brings any claims against EMPLOYER that have been released by Section 5.A of this Agreement, EMPLOYEE shall pay any reasonable attorney fees and costs incurred by EMPLOYER or any other Releasee to defend such claims, to enforce this Agreement or otherwise to protect its rights against EMPLOYEE, in addition to any other damages or relief EMPLOYER or the Releasee may be entitled to, provided, however, that nothing in this Paragraph is intended or should be construed to mean that the release of claims under the ADEA in this Agreement is unenforceable or invalid, it being the intent of the parties to release all such claims.

7. **Specific ADEA and OWBPA Release; EMPLOYEE Right to Revoke Agreement.** EMPLOYEE acknowledges and agrees that he is waiving and releasing any rights he may have under the Age Discrimination in Employment Act of 1967, as amended. EMPLOYEE acknowledges that he has been informed pursuant to the Older Workers Benefit Protection Act of 1990, as amended, that:

- A. He has read and understands the agreement and enters into the Agreement voluntarily, knowingly and without reservations or duress;
- B. He has been advised to consult with legal counsel before signing this agreement;
- C. He is not waiving rights or claims under the Age Discrimination in Employment Act that may arise after the date this Agreement is executed.
- D. He has been offered at least **twenty-one (21) days** to consider the Agreement, and that signing this Agreement before the end of the twenty-one (21) day period waives the balance of this time in which to consider this Agreement;
- E. He is receiving consideration for the Agreement in addition to that which he would otherwise have been entitled;
- F. He may revoke this agreement by delivering written notice to the Village Administrator or designee within **seven (7) days** after signing this agreement. The Agreement will not be effective until that revocation period has expired.

8. FOIA. Subject to any applicable exception set forth in FOIA, as amended, EMPLOYEE and the EMPLOYER acknowledge that this Agreement is a public record, as that term is defined under the current FOIA and, therefore, is subject to inspection and copying by the public if requested pursuant to a FOIA request.

9. Tax Consequences of Payment under Agreement. EMPLOYEE agrees that his portion of the tax liability which may result from the payment of money as set forth in this Agreement rests with him alone and is not a liability or obligation of the EMPLOYER.

10. Admissibility of Agreement; Effect of Agreement on Subsequent Claims. 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. Except in regard to any action brought to enforce the terms of this Agreement or any COBRA benefits sought by EMPLOYEE, it is expressly understood and agreed by the parties that this Agreement may be pleaded as a complete defense to, and in bar of, any claim or legal, administrative or other kind of action or proceeding brought, maintained or conducted by either party in connection with or on account of any of the matters covered by this Agreement.

11. Severability. EMPLOYEE and EMPLOYER agree that the provisions of this Agreement are severable and, if any part is found unenforceable or illegal, the remaining terms and provisions shall be valid and enforceable.

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

13. Binding Effect of Agreement. This Agreement shall be binding upon, and inure to the benefit of, EMPLOYEE, his heirs, executors, administrators, representatives, successors, transferees and assigns, and the EMPLOYER and its former, current and future elected and appointed officers, officials, trustees, employees, agents, attorneys, transferees, assigns and successors-in-interest.

14. Effective Date of Agreement; EMPLOYEE Right to Revoke Agreement. Pursuant to the Age Discrimination in Employment Act, as amended, this Agreement shall become effective and enforceable seven (7) calendar days after it is executed by EMPLOYEE, which shall be the "effective date" of this Agreement, provided that the EMPLOYER executes this Agreement within said seven (7) calendar day period. EMPLOYEE may revoke his acceptance of this Agreement any time within the period of seven (7) calendar days following the date of his execution of this Agreement. If any of the signatories to this Agreement shall fail to execute this Agreement, or if EMPLOYEE revokes his acceptance within the aforesaid seven (7) calendar day period, the Agreement shall be null and void in its entirety.

15. EMPLOYER'S Confidential Information. EMPLOYEE acknowledges that during the course of his employment with EMPLOYER as Chief of Police, he had access to and received information that EMPLOYER considers and has treated as confidential. The term "Confidential Information" as used in this Agreement includes, but is not limited to, employee information, attorney/client privileged information, general personnel information, employment investigations, litigation strategy involving EMPLOYER, and any information which EMPLOYER treats as confidential, the use or disclosure of which might reasonably be construed to be contrary to the interest of EMPLOYER, including without limitation information received from third parties under confidential conditions. Therefore, EMPLOYEE agrees that he will not directly or indirectly disclose, reveal, publish or transfer to any third party any Confidential Information, in the form of general records, personnel records, or personal recollection, or use any such Confidential Information or any information whatsoever learned as a result of his employment at EMPLOYER, except under court order or as a result of a valid government order. Before responding to any Order or Subpoena or any request for information, EMPLOYEE shall promptly and in writing disclose to EMPLOYER the Order, Subpoena or request for information. EMPLOYEE understands his failure to strictly adhere to the confidentiality or cooperation requirements of this Agreement shall constitute a breach of this Agreement and immediately require the repayment of any and all consideration provided in the agreement. Further, EMPLOYEE agrees to cooperate with EMPLOYER in the defense of any and all litigation or administrative investigations in which EMPLOYEE is currently involved or may become involved and agrees to meet

with EMPLOYER administrators and legal counsel for EMPLOYER regarding the defense of any and all claims of which he has knowledge as a result of his employment as the Chief of Police.

16. EMPLOYEE'S Understanding and Execution of Agreement; EMPLOYEE'S Waiver of 21 Day ADEA Review Period. EMPLOYEE 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 or voluntarily and knowingly elected to forgo such representation, 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. **By his execution of this Agreement, EMPLOYEE voluntarily agrees and consents to waive the twenty-one (21) day review period for this Agreement as provided for under the Age Discrimination in Employment Act, as amended.**

17. No Admissions. The parties agree that nothing herein is intended or should be construed as an admission that EMPLOYER or any of its elected or appointed officials or employees engaged in any illegal or wrongful conduct or interfered with EMPLOYEE'S employment, civil rights or other rights in any respect, it being understood that EMPLOYER expressly denies any such wrongdoing.

18. Jurisdiction, Venue and Applicable Law. Jurisdiction over disputes with regard to this Agreement shall be exclusively in the courts of the State of Illinois, and the sole and exclusive venue for any such action shall be the Circuit Court of the Twelfth Judicial Circuit, Will County, Illinois and this Agreement shall be construed and interpreted in accordance with and governed by the laws of the State of Illinois.

19. Entire Agreement. This Agreement sets forth the entire agreement of the parties with respect to the subject matter hereof, and supersedes all contrary provisions pertaining to the subject matter hereof set forth in any prior agreement between the parties.

20. EMPLOYEE'S Right to Consult with an Attorney. EMPLOYER has advised and hereby expressly advises EMPLOYEE to consult with an attorney of his choosing prior to executing this Agreement which contains a general release and waiver. EMPLOYEE acknowledges that he fully understands his right to review this Agreement with an attorney of his choosing and has had such opportunity. EMPLOYEE has read and fully understands all the provisions of this Agreement and that EMPLOYEE is freely, knowingly and voluntarily entering into this Agreement.

21. Effect of EMPLOYEE Breach of Agreement. In the event that EMPLOYEE breaches any of his obligations under this Agreement, any outstanding payment obligations of EMPLOYER hereunder shall immediately terminate, and any payments previously made to EMPLOYEE pursuant to Section 4 of this Agreement shall be returned to EMPLOYER, including any reasonable attorneys' fees and costs incurred by EMPLOYER recovering them, whether or not a lawsuit is filed.

**IN WITNESS WHEREOF**, the EMPLOYER, pursuant to the authority granted by the passage of a Resolution by its Board of Trustees, has caused this Release and Waiver Agreement to be executed by the EMPLOYER President and attested by the Village Deputy Clerk, and the EMPLOYEE has voluntarily executed the Agreement (and his signature has been verified by a Notary Public) on the respective dates set forth below.

MARK TURVEY

VILLAGE OF ROMEOVILLE

By: \_\_\_\_\_  
Mark Turvey

By: \_\_\_\_\_  
Village President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
NOTARY PUBLIC

By: \_\_\_\_\_  
VILLAGE Deputy Clerk

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Exhibit 1—COBRA Notice

Exhibit 2—Letter of Recommendation

May 25, 2020

To Whom It May Concern:

I have served the Village of Romeoville as its Village Manager since \_\_\_\_\_, and have worked in several positions for the Village continuously since \_\_\_\_\_. As Village Manager, I have been the direct supervisor for the Village's former Chief of Police, Mark Turvey from his appointment in 2010 until his retirement on May 25, 2020. I offer this letter of recommendation in support of any challenging position able to make use of his work experience and capabilities.

During our respective tenures as Village Manager and Chief of Police, Chief Turvey and I worked closely together on a variety of Village matters, including but not limited to Police Department administration, the development of new Village ordinances, Police Department labor negotiations, management of special events, and responses to emergency incidents within the Village. I always found Chief Turvey to display the highest level of dedication to the Village of Romeoville and the law enforcement profession during the occasions on which we worked together.

Chief Turvey would be an asset to any organization requiring an experienced and dedicated professional with substantial law enforcement experience at the highest level of command.

Very truly yours,

---

Steve Gulden  
Village Manager  
Village of Romeoville