

# Memorandum

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To: Supervisor Keenan and the Board of Trustees  
From: Gavin W. Morgan, Township Manager  
Re: Confidentiality/Non-compete Agreement  
Date: October 8, 2019

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Attached is an updated version of the Confidentiality/Non-compete Agreement. Based on feedback from the Board at the September 24<sup>th</sup> meeting, the following changes have been made:

- Section 1b has been dropped.
- Section 2: the broader category of “intellectual property” has replaced “patent and patent application”.
- Section 5: the geographic limit has been reduced to the areas of Oak Park and River Forest Townships.

In addition to these changes, the Board should discuss potential enforcement and potential impact on employees.

**OAK PARK TOWNSHIP  
CONFIDENTIALITY/NON-COMPETE AGREEMENT**

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This Confidentiality/Non-Compete Agreement (the "Agreement") is made as of this \_\_\_\_ Day of \_\_\_\_\_, 20\_\_, by and between Oak Park Township ("Township"), located at 105 South Oak Park Avenue, Oak Park, IL, and \_\_\_\_\_, residing at \_\_\_\_\_.

Employee will be serving as \_\_\_\_\_. Employee may have access to or may generate or otherwise come into contact with proprietary and/or confidential information of the Township or the Township's clients. The Township wishes to enter into a confidentiality/non-compete agreement in the event Employee terminates her/his employment. In consideration of the promises and mutual covenants herein, the parties agree as follows:

1. **Employee Covenants.** In consideration of continued employment with the Township, Employee covenants that during her/his employment with the Township and for a period of two (2) years or the longest period of time allowed by state law, whichever is shorter, after said employment is ended for any reason, including but not limited to the termination of her/his employment due to inadequate performance or resignation, to not induce, directly or indirectly, any other employees of the Township to terminate their employment:

- a. ~~not be employed by any firm, corporation or governmental entity that is engaged in a venture or business substantially similar to or in competition with the Township;~~
- b. ~~Employee shall not induce, directly or indirectly, any other employees of the Township to terminate their employment.~~

2. **Confidentiality Agreement.** Employee shall not, without written consent, share or use any information relating to the Township that has not been previously publicly released including but not limited to patent and patent applications intellectual property; trade secrets; proprietary and confidential information, designs, inventions, research, development, design details and specifications, engineering, and all related documentations; financial information, financial plans, employees, contractual relationships and any and all other information that Employee knew, or reasonably should have known, was confidential.

3. **Injunctive Relief.** Employee acknowledges that disclosure of any confidential information or breach of any of the noncompetitive covenants will give rise to irreparable injury to the Township. Employee acknowledges that such injuries are not adequately compensable by damages and that injunctive relief against such breach is available as a legal remedy. Employee agrees that the covenants herein are necessary for the protection of the Township's legitimate governmental interests.

4. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective legal representatives, administrators, successors and permitted assigns.

5. **Geographic Limit:** This non-compete agreement shall extend only for ~~a radius of 50 miles from the present location of the Township offices at 105 S. Oak Park Avenue, Oak Park, Illinois~~ the geographic areas of Oak Park and River Forest and shall be in full force and effect for 2 years commencing with the date of employment termination.
6. **Severability.** If any provision of this Agreement is held invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable parts had not been included in this Agreement.
7. **Governing Law.** The terms of this Agreement shall be governed and construed in accordance with the laws of the State of Illinois, not including its conflicts of law provisions.
8. **Dispute Resolution.** Any dispute arising out of or related to this Agreement that the parties are unable to resolve by themselves shall be settled by arbitration in the State of Illinois, in accordance with the rules of the American Arbitration Association. The written decision of the arbitrator(s), as applicable, shall be final and binding. Judgment on a monetary award or enforcement of injunctive or specific performance relief granted by the arbitrator(s) may be entered in any court having jurisdiction over the matter.
9. **Headings.** The section headings herein are for reference purposes only and shall not otherwise affect the meaning, construction or interpretation of any provision in this Agreement.
10. **Entire Agreement.** This Agreement contains the entire understanding between the parties and supersedes and cancels all prior agreements of the parties, whether oral or written, with respect to such subject matter.
11. **Amendment.** This Agreement may be amended or modified only by written agreement signed by all parties.
12. **Notices.** Any notice or other communication given or made to any party under this Agreement shall be in writing and delivered by hand, sent by overnight courier service or sent by certified or registered mail, return receipt requested, to the address stated above or to another address as that parties may subsequently designate by notice and shall be deemed given on the date of delivery.
13. **Waiver.** No party shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing. Waiver by any Partner of a breach or violation of any provision of this Agreement shall not constitute a waiver of any other subsequent breach or violation.

**IN WITNESS WHEREOF**, this Agreement has been executed and delivered as of the date first written above.

\_\_\_\_\_  
Township Representative Signature

\_\_\_\_\_  
Township Representative Name and  
Title

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Employee Name