

**EMPLOYMENT AGREEMENT
LAKE COUNTY ADMINISTRATOR**

This Employment Agreement is entered into this ____ day of _____, 2023, by and between COUNTY OF LAKE, ILLINOIS, a body politic and corporate, hereinafter referred to as the “Employer,” and Patrice Sutton, hereinafter referred to as the “Administrator” and both together referred to as “Parties”.

RECITALS

WHEREAS, pursuant to the Lake County, Illinois Code of Ordinances, Section 30.35, the position of County Administrator was created; and

WHEREAS, the County Administrator shall be appointed by the Chair of the Lake County Board with the approval of the County Board; and

WHEREAS, the Lake County Board Chair, Sandra Hart, submits the appointment of Patrice Sutton to the County Board for its approval; and

WHEREAS, Patrice Sutton wishes to accept this Employment Agreement and the position of County Administrator in accordance with the terms and conditions contained herein; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

SECTION 1. DUTIES AND FUNCTIONS.

The Employer agrees to employ Patrice Sutton as the County Administrator of Lake County to perform all legally permissible and proper executive and administrative duties and functions that the Lake County Board may from time-to-time assign to her, including but not limited to, those set forth in the Lake County, Illinois Code of Ordinances Section 30.38, as may be amended.

SECTION 2. TERM OF THE AGREEMENT.

This Agreement shall remain in full force and effect from January 1, 2024, until terminated by the Employer or Administrator as provided in Section 6 or 7 of this agreement.

SECTION 3. SALARY.

In consideration of the Employee’s performance of her duties, the Employer shall initially pay the Employee an annual salary of Two Hundred, Forty Thousand Dollars (\$240,000.00) effective the first payroll following the commencement of the term of this Agreement. Any increase in salary will be based on performance evaluations and meeting goals and objectives set out in the annual evaluations. Future pay increases

shall become effective December 1st of each year. This compensation will be subject to income tax, payroll taxes and other required withholding and will be paid in bi-weekly installments.

SECTION 4. **PERFORMANCE EVALUATIONS.**

After an initial six (6) month period of employment under this Agreement, a performance evaluation will be conducted by the Financial & Administrative Committee and the County Board Chair. Yearly evaluations will be conducted in compliance with Lake County Board Rules

SECTION 5. **BENEFITS.**

During the term of this Agreement, the Administrator will also receive the following benefits:

A. **Dues/Subscriptions.** The Employer will budget and pay for professional dues and subscriptions of the Administrator necessary for her full participation in national, regional, state and local associations and organizations and for the benefit of the County, subject to budget limitations.

B. **Professional Development Expenses.** The Employer will budget and pay the expenses of the Administrator for professional development and official travel, meetings, and other events beneficial to the Administrator and for the benefit of the County.

C. **Other Business-Related Expenses.** The Employer recognizes that certain expenses of a job-related nature will be incurred by the Administrator and agrees to reimburse or to pay such expenses in accordance with the Lake County Travel and Business Expense Reimbursement Policy.

D. **Equipment.** The Employer will provide the Administrator with a laptop computer and cell phone to be used in performing her duties for Employer according to the same policies and procedures applicable to all County employees.

E. **Car Allowance.** The Employer will pay a monthly car allowance of Five Hundred Dollars (\$500.00). The Administrator shall be reimbursed the standard mileage rate for any business use of a vehicle beyond the Northeast Illinois region.

F. **Vacation Leave.** The Administrator shall maintain all vacation time already accrued at the time of the execution of this Agreement, will continue to accrue vacation time of four weeks per year, and will be allowed to accrue a vacation balance up to a maximum of 400 hours. Any vacation leave scheduled that exceeds five (5) consecutive workdays must be first approved by the County Board Chair. Any vacation leave accrued under these terms and remaining

unused at the termination of this Agreement will be paid to the Administrator on the final paycheck.

G. **Sick Leave**. The Administrator shall maintain all sick leave already accumulated at the time of the execution of this Agreement. The Administrator shall receive the same sick leave benefits provided under the Lake County Employee Policies and Procedures.

H. **Personal Leave**. The Administrator will receive the same personal leave as afforded other county employees in accordance with the Lake County Employees Policies and Procedures.

I. **Holidays**. The Administrator will receive the same paid holidays as afforded to other county employees in accordance with the Lake County Employees Policies and Procedures.

J. **Group Insurance Benefits**. The Administrator shall have access to health, dental, vision and any other insurance benefit coverage equal to all other County employees. The Employer shall provide the Administrator with term life insurance in the amount of two (2) times the Administrator's annual base salary, including all increases in the base salary during the life of this Agreement. Upon termination of this Agreement, the Administrator shall be entitled to participate in these programs at employee cost for twenty-four (24) months.

K. **Retirement Benefits**. The Employer agrees to maintain the Administrator's enrollment in the Illinois Municipal Retirement Fund (IMRF) and to make all appropriate contributions on behalf of the Administrator.

L. **Liability Insurance**. The Employer agrees that the Administrator shall be covered by liability insurance carried by the Employer for itself and its officers and employees covering the Administrator to the same extent as other County employees. This requirement may be met through a self-insurance fund.

SECTION 6. **TERMINATION**.

A. **By the County Board**. The Administrator, after appointment, shall hold the office at the will and pleasure of the County Board and may be removed by a 4/5 vote of all the Board members elected to office.

Prior to termination by the County Board, Employer shall provide the Administrator with written notice of the proposed termination which includes the reason and factual basis for such action. The Administrator may request an opportunity to respond to the notice. Should the Administrator request, she will be allowed the opportunity to come into compliance with this Agreement or her

duties. A re-evaluation of the Administrator's performance will then take place. If the grounds for termination have not been corrected within a reasonable time, the Employer will proceed with termination.

B. Termination for Cause. The following reasons constitute "for cause" grounds to terminate the Administrator:

1. A finding by the County Board that the Administrator has willfully and materially breached Section 8, Paragraphs B, C or D of this Agreement.
2. Conviction of a felony or high misdemeanor.
3. Conviction of a crime of dishonesty.

If the Administrator is terminated for cause, the Administrator shall not be eligible for the severance payments as set forth in this Agreement.

C. Resignation/Retirement by the Administrator. The Administrator will have the right to voluntarily resign/retire from the position thereby terminating this Agreement upon a minimum of sixty (60) days advance written notice to the County Board. The Employer shall have no obligation to make the severance payment described in Section 7 in the event of voluntary resignation/retirement by the Administrator.

SECTION 7. **SEVERANCE PAY.**

A. In the event the Employer terminates this Agreement and the Administrator's employment under Section 6, paragraph A, the Employer agrees to pay the Administrator twenty (20) weeks (in accordance with 5 ILCS 415/ Government Severance Pay Act) severance pay in a single lump sum payment. Said Payment shall be calculated by pro rating the Administrator's then current annual salary. Any amounts required to be deducted such as Federal Income Tax, FICA, State Income Tax, and IMRF shall be subtracted from the lump sum payment. The Administrator shall also be compensated for unused vacation and sick leave in accordance with Section 5, paragraphs F and G. The Administrator agrees to accept these payments as liquidated damages in full satisfaction of any rights, compensation, or other benefits the Administrator may have under the terms of this Agreement or otherwise.

B. In the event the Administrator is terminated after being formally charged in a court of competent jurisdiction with any criminal violation committed in her official capacity and the Employer finds that the Administrator more likely than not committed such offense then the Employer shall have no obligation to the Administrator for the severance payment described in this section.

C. In the event the Administrator fails to comply with Section 8, paragraph B - Outside Employment, of this Agreement, the Employer may choose to terminate this Agreement and shall have no obligation to the Administrator for the severance payment as described in this section.

D. In the event the Administrator is terminated for “misconduct” as it is defined in Section 5 of the Government Severance Pay Act, 5 ILCS 415/5, the Employer shall have no obligation to the Administrator for the severance payment as described in this section.

SECTION 8. GENERAL TERMS AND CONDITIONS.

A. **Prior Agreements.** This Agreement is the complete agreement of the Parties and supersedes all prior understandings, whether oral or written. The Parties do not rely upon any representation, promise, inducement, or statement of intention that is not part of this Agreement, and no party shall be bound by or liable for any alleged misrepresentation, inducement, or statement of intention that is not part of this Agreement.

B. **Outside Employment.** The Administrator shall not engage in any activity for which she receives compensation without prior approval of the County Board Chair. The Administrator agrees that she shall not engage in any outside activity which may create an actual or perceived conflict of interest. The Administrator shall annually complete a Statement of Economic Interest and file a copy with the Lake County Clerk. The Administrator also agrees to arrange any approved outside activity so as not to intrude upon the Administrator’s ability to devote her full-time and attention to Employer's affairs. All authorized outside work shall be conducted during evenings and weekends unless the Employee is authorized to use personal or vacation time by the County Board Chair.

C. **Political Activities.** The International City/County Management Association (“ICMA”) Code of Conduct is to be strictly adhered concerning political neutrality. The Administrator shall not be engaged in any form of political activities apart from voting in elections.

D. **Compliance with the Law.** The Administrator will perform all duties and obligations hereunder in complete compliance with all applicable federal, state, and local laws, ordinances, rules, and regulations.

E. **Amendment or Modification.** Any amendment or modification of this Agreement is invalid and ineffective unless reduced to writing and signed by both parties.

F. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

G. **Certification.** The individuals executing this Agreement on behalf of the Parties certify by their signatures that they are duly authorized to sign this Agreement on behalf of the Parties and that this Agreement has been authorized by each party.

H. **Applicable Law.** This Agreement shall be construed and governed in accordance with the laws of the State of Illinois.

I. **Severability.** If any provision or portion of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provision or portions shall not be affected, but shall continue to be valid and in force to the fullest extent allowed by law.

J. **Entire Agreement.** This Agreement contains all the terms and conditions agreed to by the Parties, and no other agreements, oral or otherwise regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the Parties hereto.

Adopted this __ th day of _____, 2023.

ATTEST:

Lake County Clerk

Lake County Board Chair

ACCEPTED BY:

Administrator