

EMPLOYMENT AGREEMENT

Introduction:

This Agreement, made and entered into this ____ day of October, 2018, by and between Lake County, Illinois,(hereinafter called “Employer”) and Amy J. P. McEwan (hereinafter called “Employee”) an individual who has the education, training and experience in local government management and who , as a member of the International City/County Management Association (ICMA), is subject to the ICMA Code of Ethics (attached), both of whom agree as follows:

Section 1: Term

This agreement will remain in full force in effect from 5:01 p.m. on October 24, 2018 until terminated by the Employer or Employee as provided in Section 8, 9, or 10 of this agreement.

Notice of termination shall be given at least 3 months before the expiration date. All compensation, benefits, and requirements of the agreement shall remain in effect until the expiration of the term of the Agreement unless Employee voluntarily resigns.

Section 2: Duties and Authority

Employer hired Amy J. P. McEwan effective at 5:01 p.m. on October 24, 2018 as the Lake County Administrator. The duties of the position include but are not limited to overseeing the day to day operations of the county government, supervision the Departments under the Board, implementing County Board policy, performing the functions and duties specified by Chapter 30 of the Lake County Code of Ordinances dated the 11th Day of October 1977 and County Board Rule XXI dated 12th day of December, 2016, and performing other legally permissible and proper duties and functions. It is further agreed that the Employer recognizes the County Administrator is subject to the ICMA Code of Ethics and the nature and duties of the position shall be consistent with these requirements.

Section 3: Compensation

Employer agrees to pay Employee an annual base salary of \$229,000.00, payable in installments at the same time that the other management employees of the Employer are paid. This agreement shall be automatically amended and reflect any salary adjustments that are provided specifically to Employee in accordance with the Employer’s compensation policies. Effective November 30, 2019 and thereafter, the Employer agrees to increase the Employee’s compensation each year by at least the average across the board increase granted to other employees of the Employer.

Section 4: Health Disability, Life Insurance and Retirement Benefits

- A. The Employer agrees to provide and to pay the premiums of health, hospitalization, surgical, vision, dental and comprehensive medical insurance for the Employee and his/her dependents equal to that which is provided to all other full-time employees of Lake County.
- B. The Employer agrees to maintain enrollment in the state retirement system and to make all the appropriate contributions on the Employee's behalf.
- C. In addition to the Employer's payment to the State retirement system referenced above, Employer agrees to execute and keep in force all necessary agreements with the County's 457 deferred compensation plan for Employee's continued participation in said supplementary retirement plan. In addition to the base salary paid to the Employer to the Employee, Employer agrees to pay an amount equal to 4% of the Employee's base salary into the designated plan on the Employee's behalf, in equal proportionate amount each pay period.

Section 5: Vacation

- A. Employee shall earn vacation leave equal to highest annual accrual provided to all other employees.
- B. In the event the Employee's employment is terminated, either voluntarily or involuntarily, the Employee shall be compensated for all accrued vacation time and other benefits in accordance with County Policy.

Section 6: Vehicle Allowance

The Employer agrees to pay to the Employee, during the term of this Agreement and in addition to other salary and benefits herein provided, the sum of \$7000.00 annually, as a vehicle allowance. The Employee shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle. The Employer shall reimburse the Employee at the Lake County standard mileage rate for any business use of the vehicle beyond the Lake County area.

Section 7: General Business Expenses

- A. Employer agrees to budget for and to pay for reasonable professional dues and subscriptions of the Employee necessary for continuation and full participation in national, state, and local associations necessary and desirable for the Employee's continued professional growth, and advancement, and for the good of the Employer, as approved by the County Board Chair.
- B. Employer agrees to budget for and to pay for reasonable travel and subsistence expenses of Employee for professional and official, travel meeting, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for Employer, including but not limited to the ICMA Annual Conference, ILCMA Conferences, and such other national, state, and local governmental

groups and committees in which Employee serves as a member, as approved by the County Board Chair.

Section 8: Termination

For the purpose of this agreement, termination shall occur when:

- A. The majority of the governing body votes to terminate the Employee at a duly authorized public meeting.
- B. If the Employer amends County Board Rule XXI, adopted December 16, 2016 so as to substantially alter the Employee's authority over appointment, supervision and removal of the department heads, then the Employee may declare that the amendment to Rule XX constitutes termination.
- C. If the Employer amends Chapter 30 of the Lake County Code of Ordinances, adopted 11th day of October 1977 so as to substantially alter the Employee's authority over appointment, supervision and removal of the department heads, then the Employee may declare that the amendment to the Ordinance constitutes termination.
- D. If the county executive form of government is established and that elected county executive substantially alters the Employee's authority over appointments, supervision and removal of department heads, then the Employee may declare that executive's action constitutes termination.
- E. If the Employer reduces the base salary, compensation or any other financial benefit of the Employee, unless is applied in no greater percentage than the average reduction of all department heads, such action shall constitute a breach of this agreement and will be regarded as a termination.
- F. If the Employee resigns following an offer to accept resignation by the County Board Chair as representative of the majority of the governing body that the Employee resign, then the Employee may declare the termination as of the date of the request.

Section 9: Severance

- A. Severance shall be paid to the Employee when employment is terminated as defined in Section 8.
- B. If the Employee is terminated, the Employer shall provide a severance payment equal to six-months salary at the then-current rate of pay. This severance shall be paid in a lump sum or in bi-weekly installments at the Employee's discretion.
- C. For a period of six-months following termination, the Employer shall pay the cost to continue Health insurance for the Employee and dependents as provided in Section 4, and continue to make pension and deferred compensation contributions on the Employee's behalf.
- D. If the Employee is terminated because of misconduct, the Employer is not obligated to pay severance under this section. For purpose of this paragraph, the term "misconduct" is defined to mean willful breach or habitual neglect of duty, theft, violation of the

County's policy on harassment, being under the influence of alcohol or a controlled substance while on duty, conviction of a criminal felony offense, or willful misrepresentation or concealment of any fact requested during hiring procedures.

Section 10 Resignation

In the event that the Employee voluntarily resigns his/her position with the Employer, the Employee shall provide a minimum of 60 days notice unless the parties agree otherwise.

Section 11 Performance Evaluation

Employer shall annually review the performance of the Employee, in the months of April and May, subject to a process, form, criteria, and format for the evaluation, which shall be mutually agreed upon by the Employer and Employee. The process at a minimum shall include the opportunity for both parties to: (1) prepare a written evaluation, (2) meet and discuss the evaluation working through the County Board Chair, and (3) present a written summary of the evaluation results.

Section 12: Hours of Work

It is recognized that the Employee must devote a great deal of time outside the normal office hours on business for the Employer, and to that end Employee shall be allowed to establish an appropriate work schedule as approved by the County Board Chair, whose approval shall not be unreasonably withheld.

Section 13: Outside Activities

The employment provided for by this Agreement shall be the Employee's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the Employer and the community, the Employee may elect to accept limited teaching, consulting or other business opportunities with the understanding that such arrangements may not constitute interference with nor a conflict of interest with his or her responsibilities under this Agreement. The County Board Chair must approve the Employee's outside activities in advance.

Section 14: Other Terms and Conditions of Employment

The Employer may, upon agreement with the Employee, fix any other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement or any other law.

Section 15: Notices

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service as follows:

- (1) Carol Calabresa, Interim County Board Chair (or her successor), 18 N. County St., Waukegan, IL 60085
- (2) Amy J. P. McEwan, County Administrator, 333 Laurel Ave., Libertyville, IL 60048

Section 16: General Provisions

- A. Employer agrees that if the employee is not appointed to the position of County Administrator by the Employer, may resume without penalty, the position of Deputy County Administrator with an annual base salary of \$210,000; vacation equal to the highest annual accrual provided to all other employees, car allowance of \$7,000.00 annually; and severance equivalent to 6 month using then current annual salary of Employee at the date of termination.
- B. Effective Date. This Agreement shall become effective at 5:01 p.m. on October 24th 2018.
- C. This agreement represents the sole agreement between the parties; there are no other oral or written agreements between the parties.
- D. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

LAKE COUNTY, ILLINOIS

By: _____

Carol Calabresa, Its Interim County Board Chair

Executed this the ____ day of _____, 2018

COUNTY ADMINISTRATOR

Amy J. P. McEwan

Executed this the ____ day of _____, 2018