

EMPLOYMENT AGREEMENT FOR LAKE COUNTY INTERIM COUNTY ADMINISTRATOR

Introduction:

This Agreement, made and entered into this 10th day of September, 2019, by and between Lake County, Illinois, (hereinafter called "Employer") and Gary Gibson (hereinafter called "Employee") both agree as follows:

Section 1: Duties and Authority

Employer hired Gary Gibson effective at 8:30 a.m. on September 11, 2019 as the Interim 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 of County Departments, implementing County Board policy, performing the functions and duties specified by Chapter 30 of the Lake County Code of Ordinances dated October 11, 1977 and County Board Rule XXI dated May 14, 2019, 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 2: Indemnification

Employer agrees to defend, save harmless and indemnify Employee against any tort, professional liability claim, or demand or other legal action arising out of an alleged act or omission occurring in the performance of the Employee's duties as Interim County Administrator. The Employer will have the right to compromise and settle any such claim or suit and thereupon pay the amount of any settlement or judgement rendered thereon.

Section 3: Term

This Agreement will remain in full force in effect from 8:30 a.m. on September 11, 2019 until terminated by the Employer or Employee as provided in Sections 7 or 8 of this Agreement.

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 or is terminated.

Section 4: Compensation

Employer agrees to pay Employee an annual base salary of \$210,473 payable in installments at the same time that the other management employees of the Employer are paid.

Section 5: Health Disability, Life Insurance and Retirement Benefits

- A. The Employer agrees to provide life, 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. Employee shall be responsible for all employee associated costs for said insurance.
- B. The Employer agrees to maintain enrollment in the state retirement system and to make all the appropriate contributions on the Employee's behalf. Employee shall be responsible for all employee associated costs for his state retirement insurance.

The life insurance coverage will be based on Employee's salary at termination of this Agreement.

Section 6: Vacation/Sick/Personal Time

Employee shall earn leave time equal to highest annual accrual provided to all other employees in accordance with the Employer's policies.

Section 7: Mileage Reimbursement

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.

Section 8: Termination

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

- A. Following the appointment of a permanent County Administrator by the Lake County Board and taking into account the start date for the new Administrator, the parties shall mutually agree on a termination date; or
- B. When the majority of the governing body votes to terminate the Employee with or without cause at a duly authorized public meeting.

Section 9: Resignation

In the event that the Employee voluntarily resigns his/her position with the Employer, the Employee shall provide a minimum of 30 days' notice unless the parties agree otherwise.

Section 10: 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 11: 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 12: Other Terms and Conditions of Employment

The Employer may, through the County Board Chair and 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 13: Notices

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

- (1) Sandra Hart, County Board Chair, 18 N. County St., Waukegan, IL 60085
- (2) Gary Gibson, Interim County Administrator, 345 Birkdale Rd, Lake Bluff, IL 60044

Section 14: General Provisions

- A. This agreement represents the sole agreement between the parties; there are no other oral or written agreements between the parties.
- B. 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.

Signed and agreed to by:

Sandy Hart, Lake County Board Chair

Date

Gary Gibson

Date