

AGREEMENT

THIS AGREEMENT made this 11th day of February 2020, by and between the COUNTY OF LAKE, ILLINOIS, a body politic and corporate, hereinafter called the "Employer", and Gary Gibson hereinafter called the "Employee".

RECITALS

WHEREAS, the Employer is entering into an employment contract with Employee on or about February 12, 2020; and,

WHEREAS, the effective dates of said contract are to be February 12, 2020 through February 15, 2022; and,

NOW, THEREFORE, in consideration of the promises hereinafter exchanged, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

(1) **Period of Employment.** This Agreement shall be in full force and effect from February 12, 2020 until February 15, 2022 unless it is terminated earlier pursuant to the provisions of paragraph (8), (15) (16) or (17) of this Agreement.

(2) **Employee Duties.** During the period of employment herein described, Employee shall perform the duties of County Administrator as set forth by law, including but not limited to the laws of the State of Illinois, all rules and ordinances of the County Board, the County Administrator's job description, and such other duties as the Lake County Board or County Board Chair may lawfully assign to Employee. In so doing, Employee shall comply with all such laws.

(3) **Hours of Work.** The parties realize that the position of County Administrator requires the person holding such position to work many weekends, evenings, and other irregular hours. It is understood and agreed that Employee shall work whatever hours may be necessary in order for him to fulfill the requirements of the position of County Administrator, but in any event not less than forty (40) hours per week.

(4) Employees' Salary. The Employee shall receive an annual salary of \$225,000 for the period commencing February 12, 2020 and said salary shall be paid in bi-weekly installments. After a six (6) month period, a performance evaluation will be conducted by the Financial & Administration Committee and the County Board Chair. Future evaluations and pay increases shall become effective the first of December of each year, consistent with other County employees.

(5) Performance Evaluation. The Financial & Administration Committee and the County Board Chair shall review and evaluate the performance of the Employee at least once annually in advance of the adoption of the annual operating budget. Employee shall be given an opportunity to discuss the evaluation with the Financial & Administration Committee and County Board Chair. Said review and evaluation shall be submitted for County Board approval in accordance with specific criteria developed by the County Board. Said criteria may be added to, or deleted from, as the County Board may determine as they see fit. Further, the County Board shall provide the Employee with a summary written statement of the findings of the Financial & Administration Committee and the County Board Chair.

(6) Vacation Pay. The Employee shall begin earning four (4) weeks of vacation upon hiring and shall be credited with two (2) weeks of vacation upon signing of this Agreement. Any vacation leave scheduled which exceeds five (5) consecutive work days must be first approved by the County Board Chair. Any vacation leave accrued under the terms hereof and remaining unused, at the at the voluntary or involuntary termination of this Agreement will be paid in cash to Employee at such time in an amount equal to the number of hours of such unused vacation leave multiplied by the Employee's then current hourly rate of pay.

(7) Sick Leave. Employee shall receive the same sick leave benefits provided under the Lake County Personnel Policy, except that Employee shall receive five (5) days effective upon Agreement signing with additional accumulation of sick leave

benefits per County policy. Any sick leave accrued under the terms hereof and remaining unused, at the voluntary or involuntary termination of this Agreement will be paid in cash to Employee at such time in an amount equal to the number of hours of such unused sick leave multiplied by the Employee's then current hourly rate of pay.

(8) Disability Termination. Notwithstanding anything in this Agreement to the contrary, the Employer is hereby given the option to terminate this Agreement in the event Employee shall, during the term hereof, become permanently disabled as the term permanently disabled is hereinafter fixed and defined. Such option shall be exercised by the Employer giving notice to Employee by registered mail, addressed to him in care of the Employee at his current residence, or at such other address as Employee shall designate in writing. On the giving of such notice, this Agreement shall cease on the last day of the month in which the notice is so mailed, with the same force and effect as if such last day of the month were originally herein set forth as the termination date hereof.

For the purpose of this Agreement, Employee shall be deemed to have become permanently disabled, if, during any year of the term hereof, because of ill health, physical or mental disability, or for other causes beyond his control he shall have been continuously unable or unwilling or shall have failed to perform his duties for a total period of sixty (60) days, irrespective of whether or not such days are consecutive, beyond the sick leave time and vacation time accrued. For the purpose hereof, the term "any year of the term hereof" is defined to mean any twelve (12) calendar months period commencing December 1 and terminating November 30, during the terms of this Agreement. If Employee becomes permanently disabled then the Employer shall have no obligation to Employee for the severance payment as described in paragraph 16.

(8) Automobile. Employee shall provide his own automobile. Employee is solely responsible for all costs and expenses associated with such automobile, including but not limited to purchase, maintenance, insurance, license, registration, fines

and fees. The Employer will pay a monthly car allowance of \$500.00. The Employer shall reimburse the Employee at the Lake County standard mileage rate for any business use of the vehicle beyond the Northeast Illinois region.

(9) Other Business Expense. Upon prior approval of the County Board Chair, the Employer shall reimburse Employee for other Employee business expenses, such as, but not limited to, the following: air travel, taxi, auto rental, lodging, meals, professional memberships (including ICMA, ILCMA, and NACO) and subscriptions to the publications and registration fees for training programs or conferences offered by organizations, or as provided in the County Personnel Policy. Such reimbursement is limited to the amount budgeted by the County Board in the administrator Expenses line item.

The Employer will provide Employee with a lap top computer and cell phone to be used in performing his duties for Employer according to the same policies applicable to other County Employees.

(10) Group Insurance Benefits. The Employer shall offer employee health, hospitalization, dental, and optical coverage equal to all other employees of Lake County. The Employer will make dependent coverage available in accordance with the Personnel Policy. The Employer shall provide term life insurance in the amount of two (2) times the Employee's annual base salary, including all increases in the base salary during the life of this agreement. Upon termination of service, either voluntary or involuntary, the Employee shall be entitled to participate in said programs at employee cost for twenty-four (24) months.

(11) Other Benefits. The Employer agrees to maintain enrollment in the Illinois Municipal Retirement Fund (IMRF) and to make all appropriate contributions on the Employee's behalf. There are also 457(b) investment options available as applicable to all employees.

(12) Political Activities. The ICMA code of conduct is to be strictly

adhered to including political neutrality. The Employee shall not be engaged in any form of political activities apart from voting in elections.

(13) Outside Employment. Employee shall not engage in any activity for which he receives compensation without prior approval of the County Board Chair. Employee agrees that he shall not engage in any outside activity which may create an actual or perceived conflict of interest. Employee shall sign a statement of Statement of Economic Interest and file a copy with the County Clerk. Employee also agrees to arrange any approved outside activity so as not to intrude upon Employee's ability to devote his 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.

(14) Holidays. Employee shall receive the same paid holidays as are afforded to other County Employees.

(15) Termination by the Employer. Employer may terminate this Agreement at any time by a two-thirds vote of the County Board in favor of termination. It is understood and agreed by the parties that Employee shall be an employee "at will" and may be dismissed without cause in accordance with the County Personnel Policy.

(16) Severance Pay. In the event the Employer terminates this Agreement and Employee's employment under paragraph (15), the Employer agrees to pay Employee six (6) months' severance pay in a single lump sum payment. The severance pay is to be increased by one (1) month for each year of service up to a maximum of nine (9) months. Said Payment shall be calculated by dividing the Employee'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. Employee shall also be compensated for unused vacation and sick leave in accordance with paragraph (6). Employee agrees to accept these

payments as liquidated damages in full satisfaction of any rights, compensation, or other benefits Employee may have under the terms of this Agreement or otherwise.

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

In the event the Employee fails to comply with paragraph 13 of this Agreement, the Employer may choose to terminate this Agreement and shall have no obligation to Employee for the severance payment as described in this paragraph.

In the event the Employer decides not to renew or extend this Agreement, the Employer shall have no obligation to pay Employee severance pay as described in this section. Employer shall provide Employee thirty (30) days written notice of such intent to not renew or extend this Agreement.

(17) Termination by Employee. Employee may terminate this Agreement at any time by giving sixty (60) days written notice to the County Board Chair and acceptance by the County Board of such termination. The Employer shall have no obligation for the severance payment described in paragraph (16) in the event of voluntary termination by the Employee.

(18) IMRF Pension. Employer agrees not to object to Employee submitting his application to the Illinois Municipal Retirement Fund (IMRF) for the reinstatement of his suspended pension upon termination, either voluntary or involuntary, of his service with the Employer.

(19) Eligibility for Benefits Afforded Other County Employees. Except for the benefit categories indicated in previous paragraphs of this Agreement, Employee shall receive the same employment benefits as are provided to other County Employees.

(20) Renewal. The Employer and Employee may meet to discuss

the renewal of this Agreement at any time during its term.

(21) Amendments. All amendments of this Agreement are invalid and ineffective unless reduced to writing and signed by all parties.

(22) This Agreement. This Agreement shall be binding upon each of the parties and their respective successors, assigns, and heirs as the case may be. Employee shall not assign any of the personal services to be rendered by the employee under this Agreement. Any such assignment shall constitute employee's written notice of resignation.

Adopted this __th day of _____, 2020.

ATTEST:

Lake County Clerk

Lake County Board Chair

ACCEPTED BY:

Employee