

EMPLOYMENT AGREEMENT FOR COUNTY ADMINISTRATOR

THIS AGREEMENT is made and entered into this 14th day of October, 2013, by and between the **COUNTY OF UNION, ILLINOIS**, a body politic and corporate (the "County"), and **KELLY CARTER** (the "Employee", and together with the County, the "Parties").

In consideration of the mutual promises, covenants and agreements herein contained, intending to be legally bound, the Parties agree as follows:

1. **EMPLOYMENT** - The County hereby agrees to employ Employee, and Employee hereby agrees to serve, subject to the provisions of the Agreement, as an employee of the County in the position of County Administrator. Employee will perform all services and acts reasonably necessary to fulfill the duties and responsibilities of the position of County Administrator including, but not limited to, the following:

- (a) competently and efficiently direct the operations of the County;
and
- (b) maintain and enforce county policies, including personnel policy coordination of all departments; and
- (c) financial management of all aspects of County operations including coordination of annual County budget process; and
- (d) supervision and discipline of bargaining unit employees and formulation of management policies with regard to labor relations;
and

- (e) supervision of all County departments under the supervision of the Board of Commissioners including supervision and discipline of departmental administrators; and
- (f) perform all other duties and tasks as directed by the Board of Commissioners.

2. **TERM** - The term of this Agreement shall be for a period beginning on October 14, 2013 and running through November 30, 2014; provided, however, this Agreement shall terminate prior to November 30, 2014 upon the occurrence of any of the following:

- (a) resignation of the Employee; or
- (b) termination of this Agreement by agreement of the Parties; or
- (c) the date on which the Employee has engaged in conduct that constitutes Cause (as defined in this Section), and after the County has provided the Employee with notice of termination for Cause.

For purposes of this Agreement, "Cause" will mean the occurrence of any of the following events, as reasonably determined by the County:

- (i) Employee's willful and continued refusal to substantially perform his duties hereunder; or
- (ii) Employee's conviction of a felony or his guilty plea to a felony charge; or
- (iii) Employee's breach of any material term of this Agreement or of the County's written policies and procedures, as in effect from time to time; provided, however, such termination for Cause will only be effective if the conduct constituting Cause is not cured by Employee

within five (5) days of receipt by Employee of written notice specifying in reasonable detail the nature of the alleged breach.

3. **SALARY AND BENEFITS** – The Employee shall be paid an annual salary of \$60,000.

The County shall provide the Employee with a vehicle to be used solely in performing his duties under this Agreement. In the alternative, the Employee shall be reimbursed for use of the Employee's personal vehicle in performing his duties under this Agreement. Reimbursement shall be at the approved Internal Revenue Service mileage rate effective at the time of such use of the Employee's personal vehicle.

Employee shall receive any and all insurance benefits, Social Security benefits, and I.M.R.F. benefits and all other benefits as are provided to other County employees.

4. **HOURS OF EMPLOYMENT** - Employee shall be required to devote a sufficient number of hours per week to satisfactorily perform his duties as described herein; provided, however, Employee shall work, or otherwise account for, a minimum of 40 hours per week.

5. **VACATION, SICK LEAVE AND HOLIDAYS; RECORDKEEPING** - Employee shall be entitled to four (4) weeks of vacation per calendar year during the term of this Agreement. Employee shall be allowed to carryover two (2) weeks of unused vacation time to the following calendar year. All other vacation time unused at the end of each calendar year shall be forfeited.

Employee shall receive sick leave at the rate of one (1) day per month. Upon retirement or resignation, sick days may be used toward I.M.R.F. service credit as allowed by I.M.R.F. guidelines; provided, however, sick days shall have no other cash or monetary value.

Employee shall receive the same recognized holidays as other County employees.

Employee shall keep an accurate record of days worked, vacation days, sick days and shall otherwise account for a minimum of 40 hours per week. Employee shall make this record available to the County upon request.

6. **COUNTY BOARD MEETINGS** - Employee shall attend meetings of the Board of Commissioners of the County as scheduled and requested by the Board of Commissioners of the County and provide the Board of Commissioners of the County with any and all requested information and reports.

7. **AMENDMENT, MODIFICATION AND WAIVER** - No provision of this Agreement may be amended or waived unless such amendment or waiver is agreed to in writing, signed by Employee and by the Chairman of the Board of Commissioners of the County. The failure of either party to this Agreement to enforce any of its terms, provisions or covenants will not be construed as a waiver of the same or of the right of such party to enforce the same. Waiver by either party hereto of any breach or default by the other party of any term or provision of this Agreement will not operate as a waiver of any other breach or default.

8. **SEVERABILITY** - In the event that any one or more of the provisions of this Agreement will be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remainder of the Agreement will not in any way be affected or impaired thereby. Moreover, if any one or more of the provisions contained in this Agreement will be held to be excessively broad as to duration, activity or subject, such provisions will be constructed by limiting and reducing them so as to be enforceable to the maximum extent allowed by applicable law.

9. **SURVIVORSHIP** - The respective rights and obligations of the parties hereunder will survive any termination of this Agreement to the extent necessary for the intended preservation of such rights and obligations.

10. **EACH PARTY THE DRAFTER** - This Agreement and the provisions contained in it will not be construed or interpreted for or against any party to this Agreement because that party drafted or caused that party's legal representative to draft any of its provisions.

11. **GOVERNING LAW** - This Agreement will be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflicts of laws principles.

12. **HEADINGS** - All descriptive headings of sections and paragraphs in this Agreement are intended solely for convenience, and no provision of this Agreement is to be construed by reference to the heading of any section or paragraph.

13. **COUNTERPARTS** - This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

**COUNTY OF UNION,
ILLINOIS**

EMPLOYEE

By: _____

**DON DENNY,
Chairman, Board of Commissioners**

KELLY CARTER

ATTEST:

TERRY BARTRUFF, County Clerk