



AGENDA
Special Executive Committee
Thursday, July 12, 2018
@ 5:30 p.m.

Peoria County Courthouse, Conference Room 402

1. **Call to Order**
2. **Executive Session**
 - Personnel Matters
3. **Resolution**
 - County Administrator Employment Agreement
4. **Miscellaneous**
5. **Adjournment**

AGENDA BRIEFING

COMMITTEE: Executive Committee
MEETING DATE: July 12, 2018

LINE ITEM:
AMOUNT:

ISSUE:

For RESOLUTION: Peoria County Administrator's Employment Agreement

BACKGROUND/DISCUSSION:

The employment agreement between the County of Peoria and the County Administrator calls for an annual performance evaluation with any change in compensation coming on January 1 of each year. The Peoria County Board has evaluated the County Administrator's performance for the calendar year 2017, and have determined that a 2.1% increase in base compensation is warranted retroactive to January 1, 2018, which is the change in the Consumer Price Index-Urban (CPI-U) for the period ending December 2017.

The current employment agreement will expire on May 31, 2019. Based on the County Administrator's performance, the Executive Committee chose to enter into negotiations with the County Administrator for a new employment agreement to take effect June 1, 2018 and running through May 31, 2023.

COUNTY BOARD GOALS:



FINANCIAL STABILITY



INFRASTRUCTURE STEWARDSHIP



EFFECTIVE SERVICE DELIVERY



HEALTHY VIBRANT COMMUNITIES



WORKFORCE DEVELOPMENT



COLLABORATION

STAFF RECOMMENDATION:

N/A

COMMITTEE ACTION:

PREPARED BY: Stephen Morris, Vice Chairman
DEPARTMENT: County Board

DATE: June 27, 2018

EMPLOYMENT AGREEMENT

This Agreement, made and entered into this _____ day of July, 2018, by and between the COUNTY OF PEORIA, ILLINOIS, a Body Politic and Corporate (hereinafter referred to as "Employer") and SCOTT SORREL (hereinafter referred to as "Employee") an individual who has the education, training, and experience in local government management and who is a member of ICMA, and shall henceforth be subject to the ICMA Code of Ethics, both of whom agree as follows:

Section 1: Term

- A. The term of this Agreement shall be for the period from June 1, 2018 to May 31, 2023.

Section 2: Duties and Authority

Employer agrees to employ Employee as the County Administrator to perform the functions and duties specified in an Ordinance entitled "County Administrator" (specifically Code of Peoria County, Chapter 2, Article IV) as it now exists, or as amended and to perform all other legally permissible and proper duties and functions.

Section 3: Compensation

- A. Base Salary: Employer agrees to pay Employee an annual base salary of One Hundred Fifty Two Thousand Dollars (\$152,000), payable in installments at the same time that the other management employees of the Employer are paid.
- B. On January 1, 2020, the Employer agrees to adjust the Employee's annual base salary to reflect any change in the All Items Consumer Price Index for All Urban Consumers (CPI-U) unadjusted percent change to December 2019 from December 2018. Employer agrees to adjust the Employee's annual base salary again on January 1, 2021 to reflect any change in the CPI-U unadjusted percent change to December 2020 from December 2019. Employer agrees to adjust the Employee's annual base salary again on January 1, 2022 to reflect any change in the CPI-U unadjusted percent change to December 2021 from December 2020. Employer agrees to adjust the Employee's annual base salary again on January 1, 2023 to reflect any change in the CPI-U unadjusted percent change to December 2022 from December 2021. The CPI-U used shall be the number published in Table 1 of the Detailed CPI Report by the U.S. Department of Labor-Bureau of Labor Statistics in December prior to the January of adjustment. Employer and Employee agree that if they mutually agree in writing to an adjustment to Employee's annual base salary in any contract year that is higher or lower than otherwise provided by this paragraph, they may do so without additional consideration. The parties acknowledge and agree that Employee will receive the increase to result in a salary of \$147,288.00 as agreed to in Section 3 (c) of Employee's existing contract with an effective date of January 1, 2018.

Section 4: Health and Disability Insurance Benefits

Employer agrees to provide for health, hospitalization, surgical, vision, dental, prescription, and comprehensive medical insurance for Employee, spouse, and dependents equal to that provided all other full-time exempt, management employees of Employer or, in the event no such plan exists, to provide equivalent coverage for Employee, spouse, and dependents. Employer warrants that coverage hereunder shall be in full force and effect as of Employee's first date of employment as County Administrator.

Section 5: Vacation, Sick, Personal and Military Leave

- A. Employee shall accrue vacation time at the rate normally provided to a full-time, exempt managerial employee with his years of service. Sick leave and personal leave shall accrue at the same rate as any other full-time, exempt managerial employee with his years of service according to established County policy. As of the date of this Contract, the Parties agree that Employee has 24 years of service.
- B. Employee shall be eligible for short-term disability and accident coverage that may be available as a County employee. Payment for any such coverage shall solely be that of the Employee. Details of these employee paid benefits can be found in the *Peoria County Employee Benefits Book*.
- C. Employee shall be entitled to military reserve leave time pursuant to state law and Employer policy.

Section 6: Automobile

- A. Employee's duties require exclusive and unrestricted use of an automobile. Employer agrees to pay to Employee, during the term of this Agreement and in addition to other salary and benefits herein provided, the sum of Six Thousand Dollars (\$6,000) per year, payable in monthly installments, as a vehicle allowance to be used to purchase, lease or own, operate and maintain a vehicle. Beginning on January 1, 2020, this amount will adjust on the same percentage basis as identified in Section 3B.
- B. Regarding insurance on said vehicle(s), Employee shall at all times continuously maintain and pay for primary liability coverage ("BI"), property damage coverage ("PD"), medical payment coverage ("MP"), uninsured/underinsured motorist coverage ("UM/UIM"), and comprehensive insurance ("COLL") coverage. Coverages shall be in amounts not less than \$500,000 per person, \$500,000 per accident, \$100,000 for property damage, \$25,000 for medpay, and \$500,000 for UM/UIM. Comprehensive coverage limits are generally controlled per policy terms and conditions, but Employee shall purchase amounts consistent with policy allowances customary to the coverage limits described herein.
- C. Employee shall be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle. Employee's operation of any vehicle while engaging in an employment purpose

shall be performed in a safe and responsible manner and shall not be performed contrary to law.

Section 7: Retirement

Employer agrees to enroll Employee into the applicable state or local retirement system (currently referred to as "IMRF") and to make all the appropriate, plan required, Employer contributions on Employee's behalf.

Section 8: General Business Expenses

1. Employer agrees to budget for and to pay for professional dues and subscriptions of the Employee necessary for continuation and full participation in national, regions, state, and local associations, and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the Employer. The agreed upon organizations in which Employee will participate and for which Employer will budget and pay for are as follows: International City County Management Association (ICMA); Illinois City County Management Association (ILCMA); Downstate City/County Management Association; National Association of County Administrators (NACA); and Illinois Association of County Administrators (IACA).
2. Employer agrees to budget for and pay reasonable travel and subsistence expenses of Employee for professional and official travel, meetings, lodging, 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, the NACo Annual Conference and pertinent other national, regional, state and local governmental groups and committees in which Employee serves as a member. Said expenses hereunder shall not exceed \$4,000 per year.
3. Employer shall provide Employee with an iPad, cell phone/PDA, and customary cellular service, required for Employee to perform the job and to maintain communications as required to carry out essential duties.

Section 9: Termination

For the purpose of this Agreement, termination shall occur:

1. When a majority of the Peoria County Board in attendance at a duly authorized public meeting votes to terminate Employee.
2. If Employee resigns following a suggestion and / or request for formal resignation, made by the Employer as represented by a majority of the County Board, then the Employee may resign and declare a termination as of the date of the request.

3. In the event that Employee is terminated “for cause” then the pay and benefits in Section 10 infra shall not be afforded from Employer to Employee. For purposes of this subsection, “for cause” shall be defined as gross misconduct (e.g. the refusal to carry out an otherwise lawful directive of a majority of the Board), conduct involving a felony or crimes of dishonesty and deceit, conduct which brings the position into disrepute, or for violations of the ICMA Code of Ethics. Nothing herein shall be used to construe “for cause” as being the result of a poor performance evaluation.

Section 10: Severance

At the time of any termination, the Employer agrees to pay the Employee the following severance:

(1) If the termination occurs between June 1, 2018 to May 31, 2019, then employee shall be paid the equivalent of one (1) years of salary that the Employer would have otherwise paid to the Employee if the Employee had continued his employment with the Employer. In the event the Employee is terminated by the Employer, all benefits to the Employee including, but not limited to, life insurance, health insurance, dental and disability insurance shall continue in full force and effect for a period of one (1) year. Said continuation of group health insurance shall be in addition to any protection afforded Employee by COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985). Coverage under COBRA shall begin on the date all coverage under the severance provision expires.

(2). If the termination occurs between June 1, 2019 to May 31, 2020, than employee shall be paid the equivalent of one (1) year of salary that the Employer would have otherwise paid to the Employee if the Employee had continued his employment with the Employer. In the event the Employee is terminated by the Employer, all benefits to the Employee including, but not limited to, life insurance, health insurance, dental and disability insurance shall continue in full force and effect for a period of one (1) year. Said continuation of group health insurance shall be in addition to any protection afforded Employee by COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985). Coverage under COBRA shall begin on the date all coverage under the severance provision expires.

(3) If the termination occurs between June 1, 2020 to May 31, 2023, then employee shall be paid the equivalent of salary that the Employer would have otherwise paid to the Employee if the Employee had continued his employment with the Employer through May 31, 2023. In the event the Employee is terminated by the Employer, all benefits to the Employee including, but not limited to, life insurance, health insurance, dental and disability insurance shall continue in full force and effect for a period of one (1) year. Said continuation of group health insurance shall be in addition to any protection afforded Employee by COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985). Coverage under COBRA shall begin on the date all coverage under the severance provision expires.

(4) Notwithstanding the foregoing, if SB3604 of the 100th General Assembly, the Government Severance Pay Act, becomes law, then severance pay shall be limited to twenty (20) weeks of salary and benefits including, but not limited to, life insurance, health insurance, dental and

disability insurance; however, Employee shall be entitled to no severance if Employee is fired for misconduct as defined by the Government Severance Pay Act. Said continuation of group health insurance shall be in addition to any protection afforded Employee by COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985). Coverage under COBRA shall begin on the date all coverage under the severance provision expires.

Section 11: Resignation

In the event that Employee voluntarily resigns his position with Employer, Employee shall provide a minimum of thirty (30) days' notice unless the parties agree otherwise. If Employee voluntarily resigns, then the severance pay and benefits afforded Employee in Section 10 supra shall not be afforded to Employee.

Section 12: Performance Evaluation

Employer shall regularly review the performance of the Employee during the period of this agreement. The evaluation process, at a minimum, shall include the opportunity for both parties to: (1) prepare a written evaluation, (2) meet and discuss the evaluation, and (3) present a written summary of the evaluation results. The final written evaluation should be completed and delivered to Employee within thirty (30) days of the evaluation meeting and, unless otherwise guided by statute, the written evaluation shall be considered privileged and not made available as a public document.

Section 13: Hours of Work

It is recognized that Employee must devote considerable time addressing Employer business outside strict and conventional office hours and, to that end, Employee shall be allowed to establish an appropriate work schedule. The schedule should be consistent with, and respectful of, conventional government business hours.

Section 14: Outside Activities

Employment provided for by this Agreement shall be Employee's sole employment. Recognizing that consulting or teaching opportunities may provide indirect benefits to Employer and the community, the Employee may, with prior notice to the Employer, seek to accept limited teaching, consulting, or similar engagements that are not inconsistent with, nor contrary to, Peoria County government or the position of County Administrator.

Section 15: Residence

Employee shall maintain permanent residence within the boundaries of Peoria County at all times during the term of this Agreement. Failure to live within Peoria County shall constitute a material breach of the Agreement.

Section 16: Indemnification

Beyond that required under Federal, State or Local Law, Employer shall defend, save harmless, and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as County Administrator or resulting from the exercise of

judgment or discretion in connection with the performance of program duties or responsibilities, unless the act or omission involved willful, wanton, or intentional conduct. Employee may request independent legal representation at reasonable cost and at Employer's expense and Employer may not unreasonably withhold approval. Legal representation, provided by Employer for Employee, shall extend until a final determination of the legal action is made, including any appeals brought by either party. Employer shall indemnify employee against any and all losses, damages, judgments, interest, settlements, fines, court costs, and other reasonable costs and expenses of legal proceedings including attorney fees, and any other liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his duties, provided such claim or claims does not arise out of a claim for intentional conduct and shall not include punitive damages.

Any settlement of any claim must be made with prior approval of Employer in order for indemnification, as proved in this Section, to be available. Employee recognizes that Employer shall have the right to compromise or settle any claim or suit; unless, said compromise or settlement is of a personal nature to Employee. Further, Employer agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any litigation to which the Employee is a party, witness or advisor to the Employer. Such expense payments shall continue beyond Employee's service to the Employer as long as litigation is pending. Further, Employer agrees to pay Employee reasonable travel expenses when Employee serves as a party or witness of Employer regarding pending litigation.

Failure of Employee to immediately notify Employer of any claim, or legitimate threat, of legal consequence known to Employee, where the potential claim is against either Employee or Employer, may preclude Employee or the claimant from any future monetary payment by the Employer due to the claim. Employee may not bind Employer for settlement of any such claims where notice to Employer was concealed.

The parties acknowledge that this indemnification provision does not extend to a contract dispute between Employer and Employee regarding the compensation and termination terms of this Agreement.

Section 17: Bonding

Employer shall bear the full cost of fidelity or other bonds, if any, as may be required of the Employee under any law or ordinance.

Section 18: Other Terms and Conditions of Employment

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

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- B. Except as otherwise provided in this Agreement, Employee shall also be entitled to the highest level of all benefits as that enjoyed by all other full-time exempt, management employees of Employer.

Section 19: Notices

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

- (1) EMPLOYER: Andrew Rand (or his successor)
Peoria County Board Chairman
Peoria County Courthouse, Room 401
Peoria, IL 61602
- (2) EMPLOYEE: Scott Sorrel
1204 N Glenwood Ave
Peoria, IL 61606

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date postmarked of such written notice with the United States Postal Service.

Section 20: General Provisions

- A. Integration. This Agreement sets forth and establishes the entire understanding between Employer and Employee relating to the employment of Employee by Employer. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.
- B. Binding Effect. This Agreement shall be binding on Employer and Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.
- C. Effective Date. This Agreement shall become effective on the date of execution, but under no circumstances shall it precede approval of this Agreement and its terms by a majority vote of the Peoria County Board at a formal meeting and Board vote.
- 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.

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- E. Choice of Law. This Agreement shall be construed according to the laws of the State of Illinois. In the event that any Court of competent jurisdiction determines that any party has materially breached this Agreement, the losing party shall pay the prevailing party's reasonable attorney's fees and costs associated therewith.
- F. This Agreement comprises the entire agreement between the Parties concerning its subject matter and shall supersede all prior agreements, oral and written declarations of intent and other legal arrangements (whether binding or non-binding) made by the Parties in respect thereof.

ENTERED INTO THIS _____ DAY OF JULY, 2018.

Employee
By: **Scott Sorrel**

Employer
By: **Andrew Rand**, Peoria County Board Chairman

ATTEST:

R. Steve Sonnemaker, Peoria County Clerk

