

FIRE CHIEF EMPLOYMENT AGREEMENT

This **EMPLOYMENT AGREEMENT**, made this ___ day of January, 2017, between the **City of Collinsville, Illinois**, hereinafter alternatively referred to as the "City" or "City Council" and **Kevin Edmond**, hereinafter referred to as the "Fire Chief."

WITNESSETH:

WHEREAS, the City Manager and the City Council have negotiated the terms and conditions for the employment of Kevin Edmond as the Fire Chief for the City of Collinsville, and;

WHEREAS, the City Manager, City Council and the Fire Chief wish to set forth the terms in greater detail governing their future employment relationship.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein, the parties agree as follows:

I. EMPLOYMENT AND TERM

(A) The City hereby hires and employs the Fire Chief, and the Fire Chief accepts employment from the City upon terms and conditions herein set forth.

(B) The term of the Employment Agreement shall commence and be effective as of January 17, 2017 and shall continue through January 17, 2020, or as otherwise hereinafter provided. Continued employment subsequent to the third annual anniversary date of this Agreement will be as at-will relationship on the part of the City and the Fire Chief. In the absence of a notice of termination by City or notice of resignation by the Fire Chief on or after the third anniversary, continued employment at-will shall be presumed. The provisions of Section IV(B) of this Agreement shall be effective through the expiration of this Agreement.

(C) In any areas that this Agreement is silent, the general policies, procedures, handouts or manuals regarding employees of City in effect from time to time shall control the terms of the employment relationship. In the event that the said policies of the City conflict with the terms of this Agreement, this Agreement shall prevail. Prior to execution of this Agreement, the Fire Chief will be provided copies of all general policies, procedures, handouts or manuals referenced in this paragraph. In addition, throughout his employment with the City, the City will timely provide the Fire Chief a copy of any general policies, procedures, handouts or manuals implemented or revised during the term of his employment.

II. DUTIES AND RESPONSIBILITIES OF THE FIRE CHIEF

(A) The Fire Chief shall faithfully and efficiently undertake all duties assigned to him by the City Manager and/or the City Council. The City, at its discretion, may alter the duties and responsibilities associated with the performance of the Fire Chief's position, provided such terms and conditions are not inconsistent with, in conflict with and/or do not alter the terms and conditions of this Agreement or any law.

(B) The Fire Chief shall comply with, and honor the Fire Fighters Code of Ethics as adopted by National Society of Executive Fire Officers and the Code of Ethics for Fire Chiefs as adopted by the Illinois Fire Chiefs Association.

(C) The Fire Chief must work diligently, utilizing his best efforts in the performance of his duties. He must devote his entire business time, attention and energies to the performance of his duties. He may not actively engage in any income or profit-generating activities without the prior written consent of the City Manager.

III. PERFORMANCE EVALUATION

(A) The City Manager shall review and evaluate the performance of the Fire Chief at least once annually. The City Manager shall develop the criteria and metrics for the said review and evaluation with input from the Fire Chief. The criteria and metrics utilized to evaluate the Fire Chief's performance may be amended from time to time at the City Manager's discretion upon fair notice to the Fire Chief.

(B) The Fire Chief and the City Manager shall define such goals and performance objectives which they determine necessary for the efficient and proper operation of the Fire Department and shall further establish a relative priority among those various goals and objectives; said goals and objectives to be reduced to writing. They shall generally be attainable within the time limitations, as specified, and the annual operating and capital budgets and appropriations provided.

IV. COMPENSATION AND BENEFITS

(A) The City shall pay the Fire Chief for his services rendered pursuant hereto an annual base salary of \$100,000.00 payable in installments at the same time other employees are paid. The base salary shall be adjusted by the City Council on an annual basis at the same level equal to or greater than the average increase given to non-union, full time department head management personnel.

(B) The Fire Chief is entitled to participate in all of the employee benefits plans and employee benefit programs provided by the City to other City department heads in accordance with applicable City personnel rules and policies (including Downstate Fire Fighter Pension Fund), as those benefits may be changed by the City Council from time to time, and subject to the rules and policies applicable to those plans and programs. No provision of this Agreement is intended to limit, and no provision shall be construed or applied to limit, the right or ability of the City Council to change or eliminate any employee benefit plan or program, so long as any changes to such benefit plans or programs apply to both the Fire Chief and all other City department heads.

(C) The City will reimburse the Fire Chief for reasonable and appropriate miscellaneous business expenses properly incurred in the course of performing the duties of his position. The Fire Chief shall timely submit all receipts and other supporting documentation requested by the City and shall complete all such requests and make such accountings as required under applicable City policies related to expense reimbursement.

(D) The City pays the Fire Chief \$9,000.00 to offset the cost of his moving expenses. Should the Fire Chief's employment with the City terminate (either voluntarily or involuntarily) during the term of this Agreement, he shall reimburse the City \$9,000.00 in the event his employment is terminated before the first anniversary of this Agreement, he shall reimburse the City \$6,000.00 in the event his employment is terminated after the first anniversary of this Agreement but before the second anniversary of this Agreement, and he shall reimburse the City \$3,000.00 in the event his employment is terminated after the second anniversary of this Agreement but before January 17, 2020.

(E) The Fire Chief shall be entitled to up to three (3) weeks paid vacation during his first year of employment and accrued annually on an anniversary basis thereafter.

(F) The City shall provide the Fire Chief with an appropriate vehicle pursuant to the City's Personnel Manual, other applicable policies, rules or regulations

V. RESIDENCY

As an express condition of this Agreement, the Fire Chief shall establish his residency within the corporate limits of the City of Collinsville within one (1) year of the Effective Date of this Employment Agreement.

VI. TERMINATION

(A) The basic term of this Agreement shall be from January 17, 2017 through January 17, 2020. The Fire Chief serves at the pleasure of the City Council as set forth in the provision of the Municipal Code. The parties agree that nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Council to terminate the services of the Fire Chief at any time.

(B) In the event the Fire Chief's employment is terminated and he is removed from the Fire Chief position by the City for any reason other than those set forth in Paragraph C and its associated sub-paragraphs, the City shall be obligated to make contractual payments to the Fire Chief on a monthly basis, for a period of six (6) months, or for the balance remaining in the contract, whichever is less, in a sum equal to his salary and the amount the City paid for insurance and all other benefits for Fire Chief at the time he is removed as Fire Chief of the City. Any contractual payment that is not based on a complete calendar month shall be prorated to a daily basis. Upon removal from the Fire Chief position, the Fire Chief shall no longer be deemed an employee, contractor, consultant or agent of the City.

(C) Notwithstanding the provisions of Paragraph B above, the City shall have no obligation to make contractual payments to the Fire Chief for a period of six (6) months following his removal from the Fire Chief position if his termination arises from:

1. His conviction or plea of guilty to any misdemeanor or felony criminal act.
2. Any act or conduct or conduct on his part that constitutes a misdemeanor or felony under the laws of the United States or State of Illinois, as determined by the City after conducting a reasonable investigation of the facts which such investigation shall include providing the Fire Chief with notice of the nature of the alleged misconduct and an opportunity to respond.
3. Any act of indecency or moral turpitude, theft, fraud or falsification, as determined by the City after conducting a reasonable investigation of the facts which such investigation shall include providing the Fire Chief with notice of the nature of the alleged misconduct and an opportunity to respond.
4. Material breach of this Employment Agreement, as determined by the City after conducting a reasonable investigation of the facts which such investigation shall include providing the Fire Chief with notice of the nature of the alleged breach and an opportunity to respond.
5. Failure to perform his assigned duties after have being given written notice of such failure and five (5) business days to cure of such failure.
6. Failure to render aid during an emergency in a situation that falls under the scope of his reasonable assigned duties, as determined by the City, after conducting a reasonable investigation of the facts which investigation shall include providing the Fire Chief with notice of the nature of the alleged misconduct and an opportunity to respond.
7. The disability of the Fire Chief from performing his duties for a period beyond the utilization any accrued vacation, sick leave and any other such leave offered in accordance with applicable state or federal law.
8. By a finding of just cause (acts involving moral turpitude or conduct unbecoming an officer of the City) by the City Council in accordance with the procedures set forth in applicable state statutes, and cases provided therefore, as to the termination of a Fire Chief in the State of Illinois.

(D) If the Fire Chief's employment terminates for the reasons set forth any of the subsections following Paragraph (C), above, the City shall have no obligation to pay the severance pay as provided but he shall receive payment for all accumulated leave time including vacation, sick leave and other time allowed by law.

(E) In the event the Fire Chief voluntarily resigns his position with the City, the Fire Chief shall give the City sixty (60) days written notice in advance, but shall not be entitled to the severance pay as found in Paragraph (B) but he shall receive payment for all accumulated leave time including vacation, sick leave and other time as allowed under the law.

(F) If the Fire Chief is permanently disabled or is otherwise unable to perform his duties with reasonable accommodation because of sickness, accident, injury, mental incapacity or health, the City shall have the option to terminate this Agreement subject to the severance pay requirements of Paragraph (B). However, the City will not exercise its option to terminate the Agreement until the Fire Chief's utilization of all vacation and sick leave.

VII. GENERAL PROVISIONS

(A) The City shall defend, save harmless and indemnify the Fire Chief against any tort, professional liability claim or demand, or any other legal action whether groundless or otherwise, arising out of an act or omission occurring in the legitimate and proper performance of the Fire Chief of his duties for the City in this capacity. The City shall defend or settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. The Fire Chief shall have no financial responsibility, or suffer no financial loss, as a result of any action brought against him as it relates to his undertaking of the duties of Fire Chief.

(B) The Fire Chief acknowledges that the Fire Chief has had and will have access to confidential information ("Confidential Information") of, about, and belonging to, the City. Confidential Information does not include public documents or information that would otherwise constitute Confidential Information but that has become public. The Fire Chief covenants and warrants that, both during and after the Employee's term of employment, the Employee will not directly or indirectly use, divulge, furnish, or make accessible Confidential Information to any person, firm, or corporation other than persons, firms or corporations employed and/or retained by the City in a fiduciary capacity without the prior express written authorization of the City, but instead the Fire Chief will keep all Confidential Information strictly and absolutely confidential except as otherwise provided in this Agreement or as required by the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*

(C) All internal plans, financial data, reports, memoranda, correspondence, and all other documents pertaining to the current or prospective business, operations and/or initiatives of the City are and will at all times remain the property of the City.

(D) This Agreement constitutes the sole and entire agreement between the City and the Fire Chief relating to the employment of the Fire Chief by the City. This Agreement supersedes all prior or contemporaneous agreements, understandings, and representations, oral and written, with respect to the employment of the Fire Chief by the City.

(E) The parties may amend any provision of this Agreement in writing signed by both parties. Any such amendments will be deemed to be a part of this Agreement.

(F) This Agreement is binding on the City and the Fire Chief, as well as his heirs, assigns, executors, personal representatives and successors in interest.

(G) The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. If any provision of this Agreement is held to be invalid, then the remaining provisions will be deemed to remain in full force and effect.

(H) Any failure in the exercise of either party to enforce any provision of this Agreement shall not prejudice the party's right to demand strict performance or enforcement of any future performance required under this Agreement.

(I) Nothing in this Agreement shall be deemed a waiver of Fire Chief's rights under applicable COBRA regulations, as may be amended from time to time.

(J) This Agreement with respect to the Fire Chief is personal in nature and the Fire Chief will not assign this Agreement or any of the Fire Chief's rights or obligations under this Agreement without the written consent of the City.

(K) The execution, validity, construction, interpretation, performance and enforcement of this Agreement is governed by the internal laws, but not the conflict of laws rules, of the State of Illinois. Nothing in this Agreement is intended to abrogate the Fire Chief's rights and obligations under Illinois law.

(L) The parties mutually acknowledge that they have entered into this Agreement voluntarily and have had an opportunity to have this Agreement reviewed by counsel of their choosing.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the parties have signed this Agreement the ____ day of _____, 2016.

CITY OF COLLINSVILLE

FIRE CHIEF

John Miller, Mayor

Kevin Edmond