RESOLUTION DEFEATED ON ROLL CALL VOTE

Resolution 2009-0313

Resolution to Hire the Ogle County Administrator

WHEREAS, The Executive and State's Attorney Committee of the Ogle County Board with the assistance of Springsted have conducted a search for the hiring of an Ogle County Administrator,

WHEREAS, The Executive Committee selected six candidates to be interviewed at the Special Executive Committee Meeting which was held on Friday, February 20, 2009,

WHEREAS, The Ogle County Board members were given an opportunity to interview with the remaining three candidates on Thursday, March 12, 2009, with the assistance of Springsted,

WHEREAS, The Executive Committee held interviews with the remaining three candidates on Friday, March 13, 2009, with the assistance of Springsted, and after deliberation has selected Meggon McKinley as Ogle County Administrator.

WHEREAS, The Ogle County Board has reviewed the Employment Agreement for the County Administrator, and a copy of said Employment Agreement is attached to this Resolution and made a part hereof,

NOW THEREFORE, BE IT RESOLVED, that the Ogle County Board approve said Employment Agreement for the hiring of Meggon McKinley as the Ogle County Administrator.

Presented and Approved by the Ogle County Board on March 17, 2009.

_____

W. Ed Rice – Chairman

Attest:

_____

Rebecca Huntley – County Clerk

EMPLOYMENT AGREEMENT

AGREEMENT made this 17th day of March, 2009 by and between the County of Ogle, an Illinois municipal corporation ("Employer" or "County"), and Meggon E. McKinley ("Employee"). The Parties agree as follows:

1. POSITION. Employer agrees to employ Employee as its County Administrator. Employee's first day of employment as County Administrator is anticipated to be April 28, 2009 but may be modified by written agreement of both parties. Employee agrees to serve as County Administrator in accordance with State statutes and County ordinances and policies and to perform such other legally permissible and proper duties and functions as the County Board shall from time to time assign.

2. TERM. This Agreement shall remain in full force and effect from the date hereof until terminated by the Employer or Employee as provided in paragraph 17 of this Agreement.

3. SALARY. Employer shall pay Employee a salary of $80,000 annually beginning on Employee's first date of employment. Employee's salary shall be paid in installments as described in Ogle County's Personnel Policies and Benefits (hereafter the "Employee Handbook") as amended from time to time. This Agreement shall be amended periodically to reflect any salary adjustments that may be agreed upon by the Parties, or which are otherwise required to be provided by the Employer's compensation policies. At a minimum, however, Employer agrees to provide annual cost-of-living salary increases to Employee commensurate with that provided to other full time employees of the County. Employer shall make all necessary withholdings from Employee's pay for income tax, Social Security, Illinois Municipal Retirement Fund, insurance, and other purposes as required by this Agreement and by law.

4. PERFORMANCE EVALUATION. Employee shall be given an initial performance review after six (6) months of employment and annually thereafter. The process, form, criteria, and format for the evaluation will be mutually agreed upon by the Employer and Employee. However, if no mutual agreement as to these factors is reached prior to any scheduled performance review, then the Employer shall have the sole discretion to determine the same. In any case, the performance evaluation process at a minimum will include the opportunity for both parties to: (a) prepare a written evaluation, (b) meet and discuss the evaluation, and (c) present a written summary of the evaluation results. The final written evaluation should be completed and delivered to the Employee within 30 (thirty) days of the evaluation meeting.

5. PENSION PLAN. Upon the commencement of Employee's employment, Employer shall enroll Employee in the Illinois Municipal Retirement Fund and shall make the required contributions to the Fund on Employee's behalf as required by State law. Likewise, Employee agrees that the required employee contributions to the Fund shall be withheld from Employee's pay as required by law.

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6. SICK LEAVE. Employee shall accrue sick leave in accordance with the County's Employee Handbook, as amended from time to time.

7. VACATIONS. Effective upon Employee's first day of employment, Employee shall be credited with two weeks of accrued vacation leave. Employee shall accrue vacation leave beginning on the first anniversary of employment at the rate provided by the County's Employee Handbook as though Employee had been employed by the County for eight (8) years, and vacation shall accrue thereafter according to the schedule described in the Employee Handbook as though Employee had been employed by the County for eight (8) years on Employee's first anniversary of employment. The use and disposition of vacation time shall be in accordance with the Employee Handbook, as amended from time to time.

8. HOLIDAYS. Employee shall be entitled to time off for holidays on the same basis as other full-time, non-union employees in accordance with the Employee Handbook, as amended from time to time.

9. INSURANCE. Employee and Employee's dependents shall be entitled to health and dental insurance on the same basis as other full-time, non-union County employees, as described in the Employee Handbook and the Plan Document and Summary Plan Description for Ogle County Health Care Plan, a copy of which shall be provided to Employee upon commencement of employment. Employee shall also be entitled to enroll in the County's payroll deduction life insurance plan on the same basis as other full-time, non-union County employees, as described in the Employee Handbook.

10. DUES AND SUBSCRIPTIONS. Employer shall budget and pay professional dues and subscriptions for Employee which are necessary for Employee's continued participation in national, regional, state and local associations reasonably necessary and desirable for Employee's continued professional participation, growth, and advancement. Dues and subscriptions shall include but not be limited to the International City/County Management Association (ICMA) and the Illinois City/County Management Association (ILCMA).

11. PROFESSIONAL DEVELOPMENT. Subject to the availability of sufficient funds, Employer shall budget and pay the reasonable travel and subsistence expenses of Employee for professional and official travel, meetings and activities adequate to continue the professional development of Employee and to adequately pursue necessary obligations to official and professional committees of which Employee serves as a member. Professional development includes but is not limited to activities of the International City/County Management Association, the Illinois City/County Management Association annual conference, and the Illinois Association of Counties annual conference. Notwithstanding the above, Employee's professional development activities shall in no way interfere with Employee's primary duties to the Employer.

12. CIVIC CLUB MEMBERSHIPS. Employer recognizes the desirability of representation of the County in and before local civic and other organizations. Therefore,

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subject to the availability of sufficient funds, Employee shall be authorized to become a member of such organizations as deemed appropriate by such organizations and with the approval of Employer, at Employer's expense.

13. AUTOMOBILE. Employee shall maintain a privately owned automobile for duties required by Employee's employment under this Agreement. Employee shall be reimbursed by Employer for the use of such private automobile utilized to carry out Employee's employment responsibilities at the County approved mileage reimbursement rate effective on the date(s) such vehicle is used for employment purposes.

14. GENERAL EXPENSES. Employer shall reimburse Employee for reasonable miscellaneous job related expenses which it is anticipated Employee will incur from time to time, when provided appropriate documentation by Employee.

15. HOURS OF WORK. Employee shall generally be available during the County's regular business hours, 8:30 a.m. to 4:30 p.m., Monday through Friday excepting holidays. It is understood that the position of County Administrator occasionally requires attendance at evening and weekend meetings as necessary. In recognition of these work demands, the Employee shall be allowed reasonable flexibility in setting and maintaining Employee's office schedule.

16. OUTSIDE ACTIVITIES. The employment provided for by this Agreement shall be the Employee's sole and exclusive employment. However, recognizing that certain outside consulting or teaching opportunities provide indirect benefits to Employer and the community, the Employee may elect to accept limited teaching or consulting opportunities, subject to the Employer's express consent, with the understanding that such arrangements shall not interfere, nor create a conflict of interest with, Employee's responsibilities under this Agreement.

17. TERMINATION BENEFITS. In the event that Employee is terminated by the Employer during such time that the Employee is willing and able to perform the duties of County Administrator, Employer agrees to pay Employee at the time of receipt of Employee's last pay check a lump sum cash payment equal to nine (9) months salary and to continue to provide and pay for the benefits set forth in paragraph 9 of this Agreement for a period of nine (9) months following termination. However, in the event Employee is terminated at any time because of his malfeasance in office, gross misconduct, or conviction or sentence to court supervision for a crime (other than a petty traffic offense), then Employer shall have no obligation to pay the termination benefits.

If Employer at any time during the employment term reduces the salary or other financial benefits of Employee to a greater degree than an across-the-board reduction for all other full-time, non-union employees, or if Employer refuses, following written notice, to comply with any other provisions of this Agreement benefiting Employee and Employee thereafter resigns for one of these reasons, or if Employee resigns following a formal suggestion by Employer that Employee resign, then Employee may, at Employee's option, be deemed to have been "terminated" on the

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effective date of Employee's resignation and the Employee shall also be entitled to receive the termination benefits set forth above.

If Employee voluntarily resigns Employee's position with employer, Employee agrees to give the Employer thirty (30) days advance notice. If Employee voluntarily resigns Employee's position with Employer, other than for the reasons stated above, there shall be no termination pay due to Employee.

Upon resignation or termination, Employee shall also be entitled to all other accrual payouts, consistent with the benefits granted to other full-time, non-union employees, as described in the Employee Handbook.

18. EMPLOYEE HANDBOOK AND INSURANCE PLAN HANDBOOK. Throughout this Agreement, reference has been made to the Ogle County Personnel Policies and Benefits ("Employee Handbook") and the Plan Document and Summary Plan Description for Ogle County Health Care Plan. Copies of these documents shall be provided to Employee upon the commencement of employment. When this Agreement refers to the "Employee Handbook as amended from time to time," the Parties hereto acknowledge and agree that those portions of this Agreement shall be controlled by future revisions of the Employee Handbook, if any, and not by the revision of the Employee Handbook in effect at the time of the execution of this Agreement, unless that revision of the Employee Handbook is the most current at the time relevant to the interpretation of this Agreement.

19. GENERAL CONDITIONS OF EMPLOYMENT. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employer to terminate the services of Employee at any time, for any reason, subject only to the provisions of this Agreement and statutory requirements. Furthermore, nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign at any time from Employee's position with Employer, subject only to the provisions of this Agreement.

20. CHOICE OF LAW AND VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state or federal courts of Illinois, with state court venue being in the 15th Judicial Circuit, Ogle County, Illinois and federal court venue being laid in the Northern District of Illinois, Western Division. All Parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

21. COUNTERPARTS. This Agreement may be executed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

22. MERGER. This Agreement supersedes all prior oral or written communications between the Parties.

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23. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties with respect to the employment relationship between the County and the Administrator, replaces all prior agreements or understandings, and the Parties agree that there were no inducements or representations leading to the execution of this Agreement except as herein contained. Notwithstanding the foregoing, it is expressly agreed that Employer and Employee shall be bound by the terms of the Employee Handbook, as amended from time to time, as it relates to issues not specifically addressed by this Agreement.

24. SEVERABILITY. In case any one or more of the provisions of this Agreement shall be invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained in this Agreement will not in any way be affected or impaired thereby.

IN WITNESS WHEREOF, Employer has caused this Agreement to be signed and executed on its behalf by its Chairman and Employee has signed this Agreement, in duplicate, the day and year first written above.

EMPLOYER: COUNTY OF OGLE	EMPLOYEE: MEGGON E. MCKINLEY
_____ County Board Chairman	_____
Dated: _____	Dated: _____

ATTEST:_____

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