

County Board Meeting

Items Distributed
November 21, 2017

XIV. Areas of Responsibility:

B. Policy, Personnel, & Appointments

1. Adoption of Resolution No. 10167 Authorizing Employment Agreement for Interim County Administrator

RESOLUTION NO. 10167

**RESOLUTION AUTHORIZING EMPLOYMENT AGREEMENT for INTERIM
COUNTY ADMINISTRATOR**

WHEREAS, pursuant to the resignation of Richard Snider, effective November 30, 2017, the County Board seeks to appoint Debra Busey as Interim County Administrator to serve from December 1, 2017 to November 30, 2018; and

WHEREAS, it is the further desire of the Champaign County Board to employ the services of Debra Busey through an employment agreement;

NOW, THEREFORE, BE IT RESOLVED by the Champaign County Board that the Employment Agreement with Debra Busey, as documented in Attachment A of this Resolution is hereby approved; and

BE IT FURTHER RESOLVED by the Champaign County Board that the Chair of the Champaign County Board is hereby authorized to execute the Employment Agreement with Debra Busey, as documented in Attachment A of this Resolution.

PRESENTED, ADOPTED, APPROVED, and RECORDED this 21st day of November 2017 A.D.

C. Pius Weibel, Chair
Champaign County Board

ATTEST:

Gordy Hulten, County Clerk &
Ex-Officio Champaign County Board

Employment Agreement

This AGREEMENT, made and entered into this _ _ day of November, 2017, by and between the COUNTY OF CHAMPAIGN, ILLINOIS, a Body Politic and Corporate (hereinafter called the "Employer") and DEBRA BUSEY (hereinafter called the "Employee"), both parties understand and agree, as follows:

WHEREAS, it is the desire of the Champaign County Board to fill the vacancy left by the resignation of the County Administrator Rick Snider with an Interim County Administrator; and

WHEREAS, it is the desire of the County Board to employ the services of the Employee on a part-time basis as Interim County Administrator for the County of Champaign, pursuant to and as provided by Ordinance No. 837 adopted October 21, 2008, and as amended by Ordinance No. 851, adopted June 18, 2009;

WHEREAS, it is the desire of the Champaign County Board to establish certain terms and conditions of employment and to set working conditions of said Employee;

WHEREAS, it is the desire of the County Board: (1) to secure and retain the services of the Employee and to provide inducement for the Employee to remain in such employment; (2) to make possible full work productivity by assuring the Employee's morale and peace of mind with respect to future security; and (3) to provide a just means for terminating the Employee's services at such time as the Employee or the Employer may desire;

WHEREAS, the Employee desires to accept employment as Interim County Administrator for Champaign County, Illinois;

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

Section 1. Duties

The Employer agrees to employ the Employee as Interim Administrator to be responsible for those functions and duties set forth in Ordinance No. 837 and as amended by Ordinance No. 851.

It is understood by both the Employee and the Employer that the Employee will perform the functions and duties as designated in Ordinance No.837, and as amended by Ordinance No. 851 on a part-time basis and that she may at her discretion delegate those duties as required.

Section 2. Term

- A. It is mutually understood and agreed between the parties that the employment relationship herein created is terminable at will and nothing in this Agreement shall prevent, limit or otherwise interfere with the right and authority of the Employer to terminate the services of the Employee at any time.
- B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee, at any time, to resign the Employee's position with the Employer.
- C. The terms and conditions of this Agreement shall be effective beginning December 1, 2017 through and including November 30, 2018.

Section 3. Compensation

- A. The Employer agrees to pay the Employee for services rendered as the County Administrator of Champaign County on an hourly basis at \$80.00 per hour beginning December 1, 2017 to November 30, 2018.

Section 4. Terms and Conditions of Employment

It is recognized that the Employee will be working part-time and in no circumstance will she exceed 599 hours over the term of the contract. It shall be Employee's sole responsibility to manage and track her hours worked so as not to exceed 599 hours. Employee will make available to administrative staff and Board members, a schedule of her projected hours of work on a monthly basis. Said schedule will be for their convenience and information only. It is understood that Employee may work outside of normal business hours and will adjust her schedule to the needs of the position as those needs arise. Employee will not be entitled to vacation, holiday, personal, bereavement or sick leave. Employer will not make IMRF or any other retirement or pension system contributions. Employee shall receive no fringe benefits of any kind. The Employer will not reimburse travel expenses or any other expense related to Employee's participation in professional or leadership organizations except for dues for 2018.

Section 5. Indemnification

- A. The Employer shall defend, save, hold harmless and indemnify the Employee against all claims of negligence or professional liability or other legal actions, whether groundless or otherwise, arising out of an act or omission allegedly occurring in the performance of the Employee's duties as Interim Administrator.
- B. The decision to compromise, settle, litigate or appeal any such claim or demand rests solely with the County of Champaign. Provided however, the Employer shall have no duty or

obligation under this paragraph if the Employee fails to give the Employer prompt notice of an impending claim or lawsuit.

Section 6. Bonding

The Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 7: Termination

The Employee shall serve at the pleasure of the County Board of Champaign County, and said employment may be terminated at any time, by motion adopted by a majority of all County Board members then active. The requirement of a majority of the entire County Board for such a vote to pass shall supersede the requirement of Champaign County Resolution No. 4070 (Champaign County Board Rules), paragraph 15B, to the limited extent the two are in conflict. The motion to terminate shall provide for the termination of said employment effective immediately or at such time as the Board may designate in said motion; or said motion may be referred to the Finance Committee by a majority vote of all County Board members then active, for study and preparation of a committee report concerning the continued employment of the Interim Administrator before action is taken by the Board. Said committee report shall be presented to the Board by the next regular meeting of the Board.

Employee agrees to give Employer 4 weeks notice in writing of her intent to terminate employment to the County Board Chair at 1776 E. Washington, Urbana, Illinois 61802.

Section 8. General Provisions

- A. All appendices and Champaign County Ordinances referred to herein are incorporated herein by reference. The text herein, together with such materials, shall constitute the entire agreement between the parties with respect to the subject matter hereof. Any and all other agreements, understandings, or representations by other parties hereto prior to this date, whether oral or written, are hereby superseded, terminated and cancelled in their entirety and are of no further force or effect.
- B. This Agreement shall become effective commencing December 1, 2017.
- C. If any provision, or portion thereof, contained in this Agreement shall be held to be unconstitutional, invalid, or unenforceable, such provision or portion thereof shall be deemed severable and the balance of the Agreement shall remain in full force and effect.
- D. All matters pertaining to the validity, construction and effect of this Agreement shall be governed by the laws of the State of Illinois.

- E. Any failure by any party to enforce strictly the terms of this Agreement on one occasion shall not be deemed a waiver of the right to enforce strictly the terms of this Agreement on future occasions.
- F. All headings herein are for organizational purposes only and shall not be considered when interpreting this Agreement.

IN WITNESS WHEREOF, the County of Champaign has caused this Agreement to be signed and executed in its behalf by its County Board Chair, and duly attested by its County Clerk, and the Employee has signed and executed this Agreement, both in duplicated, the day and year first above written.

Pius Weibel, Chair
Champaign County Board

ATTEST: _____
Gordy Hulten, County Clerk and
Ex-Officio Clerk of the County Board

Debra Busey

ATTEST: _____
Notary Public