



## **In-Place Executive Committee**

David Zimmerman - Chairman  
Jury Commission Room – McKenzie Building  
Wednesday, July 31, 2024  
\*During County Board Meeting\*

I. Roll Call

II. New Business

E-24-76      A.      Recommend to approve Employment Agreement with Administrator Michael Deluhery

III. Recess

Members:      Chairman David Zimmerman, Vice Chairman Michael Harris,  
Bill Atkins, Nick Graff, Jay Hall, Kim Joesting, Greg Longfellow,  
Greg Menold, Dave Mingus, Nancy Proehl,  
Tammy Rich-Stimson, Max Schneider

**COMMITTEE REPORT**

Mr. Chairman and Members of the Tazewell County Board:

Your Executive Committees have considered the following RESOLUTION and recommends that it be adopted by the Board:

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**RESOLUTION**

WHEREAS, the County's Executive Committee recommends to the County Board that the revised Employment Agreement between Tazewell County and Michael Deluhery as County Administrator be approved; and

WHEREAS, the agreement extends the effective date to November 30, 2024; and

WHEREAS, the agreement sets the annual salary to \$154,548 effective July 31, 2024 and \$160,729 effective December 1, 2024; and

WHEREAS, the agreement revises the vacation accrual rollover to the current County policy of one-hundred twenty hours per calendar year; and

WHEREAS, the agreement adds reimbursing the tuition costs for completing Master of Public Administration (MPA) courses on a reimbursement basis until an MPA is obtained; and

WHEREAS, the agreement adds the County paying the health insurance premiums for the administrator for a period of four months if the agreement is terminated by the County; and

WHEREAS, the agreement includes other minor changes.

THEREFORE BE IT RESOLVED that the County Board approve the recommendation.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Chairman, State's Attorney, and the Payroll Division of this action.

PASSED THIS 31st DAY OF JULY, 2024.

ATTEST:

\_\_\_\_\_  
Tazewell County Clerk

\_\_\_\_\_  
Tazewell County Board Chairman

## **REVISED AGREEMENT**

THIS AGREEMENT made this 31<sup>st</sup> day of July, 2024, by and between the COUNTY OF TAZEWELL, ILLINOIS, a body politic and corporate, hereinafter called the "Employer", and Michael Deluhery, in his employment as County Administrator for Tazewell County, hereinafter called the "Employee" .

### **RECITALS**

**WHEREAS**, the Employer has an existing employee contract with the Employee which had a starting effective of May 16, 2022; and

**WHEREAS**, the Employer is entering into a revised employment contract with Employee on July 31, 2024; and,

**WHEREAS**, the effective dates of said contract are to be July 31, 2024 through November 30, 2025; and,

**NOW, THEREFORE**, in consideration of the promises hereinafter exchanged, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

(1) **Period of Employment.** This Agreement shall be in full force and effect until November 30, 2025, unless it is terminated earlier pursuant to the provisions of paragraph (8), (16) or (18) of this Agreement.

(2) **Employee Duties.** During the period of employment herein described, Employee shall perform the duties of County Administrator as set forth by law, including but not limited to the laws of the State of Illinois, all rules and ordinances of the County Board, the County Administrator's job description, and such other duties as the Tazewell County Board or County Board Chairman may lawfully assign to Employee. In so doing, Employee shall comply with all such laws.

(3) **Hours of Work.** The parties realize that the position of County Administrator requires the person holding such position to work many weekends, evenings, and other irregular hours. It is understood and agreed that Employee shall work whatever hours may be necessary in order for him to fulfill the requirements of

the position of County Administrator, but in any event not less than forty (40) hours per week.

(4) **Employees' Salary.** The Employee shall receive an annual salary of \$154,548.00 for the period commencing July 31, 2024, and said salary shall be paid in bi-weekly installments. A performance evaluation will be conducted by the Executive Committee and the County Board Chairman. Effective December 1, 2024, the Employee shall receive an annual salary of \$160,729. Future evaluations and pay increases shall become effective the first of December of each year, consistent with other County employees. After December 1, 2024, the Employee will be given an annual increase comparable to the increase approved by the County Board for other non-union employees with a yearly minimum increase of two percent. Evaluations are based on the period August 1 through July 31, of each year.

(5) **Performance Evaluation.** The Executive Committee and the County Board Chairman shall review and evaluate the performance of the Employee at least once annually in advance of the adoption of the annual operating budget. Employee shall be given an opportunity to discuss the evaluation with the Executive Committee and County Board Chairman. Said review and evaluation shall be submitted for County Board approval in accordance with specific criteria developed by the County Board. Said criteria may be added to or deleted from as the County Board may determine as they see fit. Further, the County Board shall provide the Employee with a summary written statement of the findings of the Executive Committee and the County Board Chairman.

(6) **Vacation Pay.** A maximum of one hundred (120) hours, or fifteen (15) days of vacation leave may be carried forward from one calendar year. Any vacation leave scheduled which exceeds five (5) consecutive work days must be first approved by the County Board Chairman. Upon implementation of the Employment Agreement, employee will accrue, effective upon employment date, per pay period at an hourly rate, equal to four (4) weeks vacation. All vacation leave earned prior to the effective date of this Agreement shall remain intact. Any vacation leave accrued under the terms hereof and remaining unused, at the termination of this Agreement will be paid

in cash to Employee at such time in an amount equal to the number of hours of such unused vacation leave multiplied by the Employee's then current hourly rate of pay.

(7) **Sick Leave.** Employee shall receive the same sick leave benefits provided under the Tazewell County Personnel Policy, and all benefits earned prior to the effective date of this Agreement shall remain intact.

(8) **Disability Termination.** Notwithstanding anything in this Agreement to the contrary, the Employer is hereby given the option to terminate this Agreement in the event Employee shall, during the term hereof, become permanently disabled as the term permanently disabled is hereinafter fixed and defined. Such option shall be exercised by the Employer giving notice to Employee by registered mail, addressed to him in care of the Employee at his current residence, or at such other address as Employee shall designate in writing. On the giving of such notice, this Agreement shall cease on the last day of the month in which the notice is so mailed, with the same force and effect as if such last day of the month were originally herein set forth as the termination date hereof.

For the purpose of this Agreement, Employee shall be deemed to have become permanently disabled, if, during any year of the term hereof, because of ill health, physical or mental disability, or for other causes beyond his control he shall have been continuously unable or unwilling or shall have failed to perform his duties for a total period of sixty (60) days, irrespective of whether or not such days are consecutive, beyond the sick leave time and vacation time accrued. For the purpose hereof, the term "any year of the term hereof" is defined to mean any twelve (12) calendar months period commencing December 1 and terminating November 30, during the terms of this Agreement. If Employee becomes permanently disabled then the Employer shall have no obligation to Employee for the severance payment as described in paragraph 16.

(9) **Automobile.** Employee shall provide his own automobile. Employee is solely responsible for all costs and expenses associated with such automobile, including but not limited to purchase, maintenance, insurance, license, registration, fines and fees. The Employer will pay a monthly car allowance of \$300.00.

(10) **Other Business Expense.** Upon prior approval of the County Board Chairman, the Employer shall reimburse Employee for other Employee business expenses, such as, but not limited to, the following: air travel, taxi, auto rental, lodging, meals, professional memberships (including ICMA, ILCMA, IACA, GFOA, IGFOA, and NACO) and subscriptions to the publications and registration fees for training programs or conferences offered by organizations, or as provided in the County Personnel Policy. Such reimbursement is limited to the amount budgeted by the County Board in the administrator Expenses line item.

The Employer will provide Employee with a laptop computer and cell phone, or a mobile phone reimbursement per the Employer's policy at the Employee's discretion, to be used in performing his duties for Employer according to the same policies applicable to other County Employees.

(11) **Group Medical Insurance Benefits.** The Employer shall offer employee health, hospitalization, dental, and optical coverage in accordance with the County Personnel Policy. The employer will make dependent coverage available in accordance with the Personnel Policy. The Employer waives any waiting period for enrollment.

(12) **Tuition Reimbursement.** Employer shall pay tuition costs for the Employee to enroll in courses required to obtain a master's degree in public administration (MPA) in Northern Illinois University's (NIU) Master of Public Administration program. Employee shall receive reimbursement for tuition costs following the completion of each academic course term. Employer shall pay reimbursements only for those courses in which Employee receives academic credit and until Employee obtains the MPA from NIU.

(13) **Other Benefits.** There are 457(b) investment options available.

(14) **Outside Activities.** The ICMA code of conduct is to be strictly adhered to including political neutrality. Employee shall not engage in any activity for which he receives compensation without prior approval of the County Board Chairman. Employee agrees that he shall not engage in any outside activity which may create an actual or perceived conflict of interest. Employee also agrees to arrange the outside

activity so as not to intrude upon Employee's ability to devote his full-time and attention to Employer's affairs. Employee shall sign a statement of no conflict of interest and file a copy with the County Clerk when engaging in outside activities for compensation. All work shall be conducted during evenings and weekends unless the Employee is authorized to use personal or vacation time by the County Board Chairman.

(15) **Holidays.** Employee shall receive the same paid holidays as are afforded to other County Employees.

(16) **Termination by the Employer.** Employer may terminate this Agreement at any time by a two-thirds vote of the County Board in favor of termination. It is understood and agreed by the parties that Employee shall be an employee "at will" and may be dismissed without cause. The termination of Employee is so specified in the Title 1, Chapter 3 of the Tazewell County Code, Sec. 5.

(17) **Severance Pay.** In the event the Employer terminates this Agreement and Employee's employment under paragraph (16), the Employer agrees to pay Employee twenty weeks severance pay in a single lump sum payment. Said Payment shall be calculated by dividing the Employee's then current annual salary. Any amounts required to be deducted such as Federal Income Tax, FICA, State Income Tax, and IMRF shall be subtracted from the lump sum payment. Employee shall also be compensated for unused vacation leave in accordance with paragraph (6). Employee agrees to accept these payments as liquidated damages in full satisfaction of any rights, compensation, or other benefits Employee may have under the terms of this Agreement or otherwise. **For a period of four months following the date of termination, the Employer shall pay one hundred percent (100%) of the premium costs to continue group medical insurance benefits for the Employee and dependents as provided in paragraph (11).**

In the event Employee is terminated after being formally charged in a court of competent jurisdiction with any criminal violation committed in his official capacity or evidencing dishonesty and the Employer finds that Employee more likely than not

committed such offense then the Employer shall have no obligation to Employee for the severance payment described in this paragraph.

In the event Employee is terminated after being found guilty by a court of competent jurisdiction of any criminal violation committed in his official capacity or evidencing dishonesty, or admits to committing any unlawful act involving personal gain to him, the Employer shall have no obligation to Employee for the severance payment described in this paragraph.

In the event the Employee fails to comply with paragraph (14) of this Agreement, the Employer may choose to terminate this Agreement and shall have no obligation to Employee for the severance payment as described in this paragraph.

In the event the Employer decides not to renew or extend this Agreement, the Employer shall have no obligation to pay Employee severance pay as described in this section.

(18) **Termination by Employee.** Employee may terminate this Agreement at any time by giving forty-five (45) days written notice to the County Board Chairman and acceptance by the County Board of such termination.

(19) **Eligibility for Benefits Afforded Other County Employees.**

Except for the benefit categories indicated in previous paragraphs of this Agreement, Employee shall receive the same employment benefits as are provided to other County Employees.

(20) **Renewal.** The Employer and Employee may meet to discuss the renewal of this Agreement at any time during its term.

(21) **Amendments.** All amendments of this Agreement are invalid and ineffective unless reduced to writing and signed by all parties.

(22) **Indemnification.** Unless otherwise prohibited by applicable 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 official duties or responsibilities,



unless the act or omission involved willful, wanton, or intentional conduct. 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 only 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 and 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 any contract dispute between Employer and Employee.

(23) **This Agreement.** This Agreement shall be binding upon each of the parties and their respective successors, assigns, and heirs as the case may be. Employee shall not assign any of the personal services to be rendered by the

employee under this Agreement. Any such assignment shall constitute employee's written notice of resignation.

Adopted this 31<sup>st</sup> day of July, 2024.

ATTEST:

\_\_\_\_\_  
Tazewell County Clerk

\_\_\_\_\_  
Tazewell County Board Chairman

ACCEPTED BY:

\_\_\_\_\_  
Employee