

RESOLUTION NO. _____

Synopsis: The following resolution approves and authorizes the execution of an employment agreement modification between the City of Washington, Illinois and Michael D. McCoy, Chief of Police. Among other things, the agreement extends the period of employment through April 30, 2025.

**RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION
OF AN EMPLOYMENT AGREEMENT MODIFICATION BETWEEN
THE CITY OF WASHINGTON AND MICHAEL D. MCCOY
FOR THE PERIOD MAY 1, 2021 THROUGH APRIL 30, 2025**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WASHINGTON, TAZEVELL
COUNTY, ILLINOIS, that:**

The Mayor and City Clerk of the City of Washington be, and hereby are, authorized, empowered, and directed to enter into and execute an Employment Agreement Modification with Michael D. McCoy on behalf of the City of Washington in substantially the form of the document attached hereto, marked Exhibit A, and by reference expressly made a part hereof, and to execute and deliver any and all documents necessary for the effectiveness thereof.

PASSED AND APPROVED this 3rd day of May, 2021.

AYES: _____

NAYS: _____

Mayor

ATTEST:

City Clerk

WASHINGTON CHIEF OF POLICE AND DIRECTOR OF PUBLIC SAFETY EMPLOYMENT AGREEMENT

This Chief of Police and Director of Public Safety Employment Agreement ("Agreement") is made this 3rd day of May, 2021, by and between the City of Washington, Tazewell County, Illinois ("City") and Michael. D. McCoy ("McCoy").

RECITALS

WHEREAS, the Mayor appointed McCoy as the City's Chief of Police on May 26, 2017, with his tenure as Chief of Police commencing on the Employment Start Date;

WHEREAS, the City and McCoy entered into an employment agreement dated May 26, 2017 regarding McCoy's employment as Chief of Police;

WHEREAS, on April 19, 2021, the City and McCoy entered into an extension agreement extending the term of McCoy's employment as Chief of Police through May 31, 2021;

WHEREAS, the City wishes to employ McCoy as its Chief of Police and Director of Public Safety under the terms and conditions of this Agreement; and

WHEREAS, McCoy wishes to be employed as the City's Chief of Police and Director of Public Safety under the terms and conditions of this Agreement.

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 regarding McCoy's employment with the City as Chief of Police

1) Period of employment as Chief of Police and Director of Public Safety. McCoy's employment as Chief of Police and Director of Public Safety under this Agreement shall commence on May 1, 2021 or such other date as is mutually agreeable to the parties ("Employment Start Date"), and shall continue until April 30, 2025, unless it is terminated earlier pursuant to the provisions of Paragraphs 18 or 19 of this Agreement.

2) Chief of Police and Director of Public Safety Duties. McCoy shall perform the duties of Chief of Police and Director of Public Safety as set forth in the applicable statutes of the State of Illinois and City ordinances, and such other duties as may be assigned from time to time to McCoy by the City Administrator.

3) Hours of Work. The parties realize that the position of Chief of Police and Director of Public Safety requires the person holding such position to work many weekends, evenings and other irregular hours. It is understood and agreed that McCoy shall work whatever hours may be necessary in order for him to fulfill the requirement of the position of Chief of Police, but in any event not less than 40 hours per week, unless approved by the City Administrator.

- 4) **Salary.** McCoy shall be compensated at an annual salary rate of One Hundred Thirty-three Thousand, One Hundred Three Dollars (\$133,103) payable per the established pay period schedule of the City. McCoy's salary will be reviewed, based upon performance evaluation, for potential increase on the first day of May during each year of this Agreement, beginning May 1, 2022.
- 5) **Performance Evaluation.** The City Administrator shall review and evaluate the performance of McCoy annually and provide McCoy with a summary written statement of the evaluation findings and an opportunity to discuss the evaluation.
- 6) **Vacation.** As Chief of Police and Director of Public Safety, McCoy shall be entitled to paid vacation in the amount of twenty-five (25) weekdays annually. Any vacation days not used by December 31 of each year will be forfeited, except that McCoy is entitled to carry over a maximum total of fifteen (15) days of unused vacation into any new calendar year. All unused vacation days in excess of fifteen (15) as of any new calendar year shall be forfeited as of such new calendar year. Thus, as of January 1 of any calendar year, the maximum number of vacation days which can held by McCoy is fifteen (15) plus any vacation days accruing during the new calendar year
- 7) **Sick Leave.** McCoy shall accrue eight (8) hours of sick leave per month (12 days annually), and may accumulate up to six hundred eighty (600) hours total, and will forfeit any hours accumulated over this maximum limit. Sick leave shall only be taken and used in accordance with the sick leave provisions and policies governing other non-union employees of the City, and any unused sick leave at the time of termination of McCoy's employment as Chief of Police and Director of Public Safety shall be forfeited with no compensation therefor. McCoy shall be eligible for the same Good Health Incentive Benefits as are afforded to other full-time, non-union employees of the City.
- 8) **Holidays.** McCoy shall receive the same paid holidays as are afforded to other non-union employees of the City during the term of this Agreement.
- 9) **Automobile.** The City shall provide McCoy with a full-size SUV of his choice for City business and personal use. "Personal use" is expressly limited to McCoy's own personal operation and driving of the vehicle only. The City shall be solely responsible for all insurance, fuel, repairs and maintenance cost of the vehicle. However, McCoy will pay all fuel costs when on personal use. The City shall replace the SUV, as warranted by mileage and/or wear and tear, but in no event less than every 4-years.
- 10) **Cell Phone.** The City shall provide a cell phone and lap top computer/tablet for McCoy's City and personal use, subject to the electronic device use provisions and policies governing other non-union City employees.
- 11) **Professional Civic and Other Business Expenses.** The City shall pay McCoy's dues to the International and Illinois Police Chief's Associations and reimburse McCoy for reasonable expenses associated with attending annual conferences, and

training, of said Associations, as approved by the City Administrator. Membership fees for local civic and professional associations approved by the City Administrator shall also be paid by the City. McCoy shall be reimbursed for other authorized business expenses in accordance with the budget and as approved by the City Administrator.

- 12) **Uniform Allowance.** McCoy shall receive an annual uniform allowance of One Thousand Five Hundred Dollars (\$1,500.00), commencing on Employment Starting Date.
- 13) **Residency.** During the term of his employment, McCoy shall reside within the corporate limits of the City of Washington, Illinois.
- 14) **Life Insurance.** During the term of his employment, the City shall pay the full cost of providing McCoy with an individual life insurance policy in the face amount of Fifty Thousand Dollars (\$50,000.00), provided McCoy is insurable on a non-rated basis.
- 15) **Medical Examination.** To the extent allowed by and consistent with the Americans with Disabilities Act and other related federal, state and local laws, whenever the City has a reasonable belief that McCoy has a condition that impairs his ability to fully perform any of the essential functions of Chief of Police, or that he may pose a direct threat to the safety of the public and/or City employees due to an inability to function in his job, the City may require a medical examination of McCoy that is job related. The cost of such examination will be paid by the City. The City shall be authorized to receive a copy of all medical reports related to such examination. This Paragraph shall not be deemed to limit or restrict any disability-related injury or medical examination that may be job-related and consistent with business necessity under applicable law.
- 16) **Outside Activities.** McCoy shall not engage in any non-City connected business or employment without prior approval of the City Administrator. Any time off for community service, as previously approved by the City Administrator, shall count as time worked.
- 17) **Eligibility for Benefits Afforded Other City Employees.** Unless specified otherwise in this Agreement, McCoy shall be entitled to the same employment benefits, under the same terms and conditions, as are provided to other non-union City employees, except that McCoy shall be not entitled to longevity compensation.
- 18) **Termination and Discipline by the City.** The City may terminate this Agreement and McCoy's employment as Chief of Police and Director of Public Safety at any time as provided for by the City Municipal Code or Illinois law. It is understood and agreed that McCoy's employment as Chief of Police and Director of Public Safety shall at all times be at will, and McCoy may be dismissed from this position with or without cause. The City also has the ability to discipline McCoy to the same extent as the City disciplines other non-union employees. If McCoy is terminated by the City, for any reason except pursuant to Section 19 or because of official misconduct or illegal, bad

faith, malicious, willful and wanton, or intentional conduct ("Cause"), McCoy shall receive the lesser of (i) six (6) months of current salary and (ii) current salary through April 30, 2025, on the termination date.

- 19) Termination by McCoy.** McCoy may terminate this Agreement prior to its expiration upon sixty (60) days prior written notice to the City Administrator. Following such notice, the City, in its sole discretion, may choose not to continue McCoy's employment as Chief of Police and Director of Public Safety thru the end of such notice period, in which case, McCoy will still be paid through the last of the sixty (60) day notice period, unless terminated by the City for Cause pursuant to Section 18.
- 20) Obligations after Termination of Employment.** In addition to all conditions set forth in this Agreement, McCoy agrees that upon termination as Chief of Police, he will (i) pay any and all monies owed the City, (ii) return all City owned property including but not limited to the SUV, cell phone and computer as per this Agreement, and (iii) maintain the confidentiality of all confidential City business.
- 21) Modification.** The City and McCoy may agree to meet and discuss modifications to this agreement at any time during its term. All modifications of this Agreement shall be ineffective unless reduced to writing and signed by the Mayor and McCoy and approved by the City Council.
- 22) Effects.** This Agreement shall be binding upon the City and McCoy and their respective successors, assigns, or heirs, as the case may be.
- 23) Governing and Venue.** This Agreement will be construed, interpreted, enforced and governed, in all respects, in accordance with the laws of the State of Illinois, and any litigation pertaining to this Agreement of McCoy's employment must be filed in the Circuit Court of Tazewell County, Illinois or in Federal District Court in Peoria, Illinois.
- 24) Indemnification.** To the extent provided for by applicable law, the City shall hold harmless and indemnify McCoy against any tort, professional liability or other claim or demand or any other legal action, whether groundless or otherwise, arising out of an alleged act or omission in the performance of McCoy's duties as the Chief of Police, provided dais such claim is not based upon the illegal, bad faith, malicious, willful or wanton, or intentional conduct of McCoy. The City shall defend (including the right to select legal counsel) compromise, or settle any such claim, demand or suit and pay the amount of any settlement or judgment rendered against McCoy, which is not based upon the illegal, bad faith, malicious, willful or wanton, or intentional conduct of McCoy, including the payment of reasonable legal fees incurred in the cost of defense, compromise, or settlement of such claim, demand or judgment. In order to be eligible for indemnification, McCoy must inform the City Administrator in writing of any claim or demand made against him within ten (10) days of his receipt of the claim or demand. To the greatest extent possible, McCoy shall fully cooperate with the City during the course of any investigation, administration or litigation of any and all claims, complaints, demands or lawsuit.

- 25) **Severability.** The invalidity or unenforceability of any particular provision of the Agreement will not affect the Agreement's other provisions, which shall then to be applied as if the invalid or unenforceable provisions are omitted.
- 26) **Acknowledgment.** The parties acknowledge and agree they have consulted or had the opportunity to consult with an attorney of their choosing during the negotiation, preparation, authorization, execution, and delivery of this Agreement, and have read this Agreement, know and understand its contents, and execute this Agreement freely and voluntarily. Each party agrees that any interpretation of this Agreement shall not be construed against a party by virtue of such party having drafted the provisions of this Agreement.
- 27) **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties and any prior agreement, understanding or representation of any kind not contained in this Agreement shall not be binding upon the City or McCoy, nor shall any future agreements be binding unless in writing and executed by the Mayor and McCoy.

By witness as indicated below, the parties have executed this Agreement on the date and year indicated below.

City of Washington in Tazewell County, Illinois

By _____
Gary Manier, Mayor

Michael D. McCoy

Date: _____

Date: _____

ATTEST:

City Clerk

