## INTERIM CITY ADMINISTRATOR AGREEMENT

THIS AGREEMENT is made this \_\_\_\_ day of May, 2025 by and between the City of Washington, a Municipal Corporation, Tazewell County, Illinois (the "City"), and Dennis Carr ("Carr").

## RECITALS

WHEREAS, Carr currently holds the office of City Engineer for the City; and,

WHEREAS, the position of City Administrator ("Administrator") is currently vacant; and,

**WHEREAS**, as a result of Carr's demonstrated skill, knowledge and experience, the Mayor of the City (the "**Mayor**") has determined that Carr is qualified to serve as the Administrator on a temporary, interim basis; and,

WHEREAS, the Mayor has appointed Carr as interim Administrator for the City; and,

**WHEREAS,** the City Council has approved the appointment of Carr as interim Administrator for the City;

**WHEREAS**, Carr has agreed to accept the position of interim Administrator while continuing to serve as City Engineer of the City under the conditions hereinafter set forth; and

**WHEREAS**, the purpose of this Agreement is to secure and retain the services of Carr as the interim Administrator.

**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**. Carr shall hold the office of Administrator of the City on a temporary, interim basis, until such time as the Mayor and City Council act to appoint a new Administrator or otherwise act to remove Carr from the office of Administrator.
- 2. **DUTIES OF OFFICE**. Throughout the period during which Carr is serving as interim Administrator pursuant to this Agreement, he shall perform the duties of Administrator as set out in the applicable statutes of the State of Illinois, the duties specified in the Code of Ordinances of the City, the Administrator job description (as may be amended from time to time by the Mayor and/or City Council), and such other duties as the Mayor or the City Council of the City may lawfully assign to Administrator. In addition, Administrator shall also continue to serve as City Engineer under the terms and conditions of his City Engineer Employment Agreement.
- 3. **HOURS OF WORK**. The parties recognize that since Carr holds the office of City Engineer, which requires him to devote significant time attending to the duties of such office, Administrator will not be able to devote a full forty (40) hours per week engaged in the duties of

the office of City Administrator. Nevertheless, Carr shall devote sufficient time and attention to the performance of the Administrator's duties so as to fulfill the reasonable expectations of the Mayor and City Council without sacrificing the time and attention necessary to fully attend to the duties of the office of City Engineer.

- 4. **SALARY; BENEFITS**. Carr shall receive compensation in the amount of \$835 paid bi-weekly for the period during which he serves as the interim Administrator. The foregoing compensation shall be in addition to any other compensation paid to Carr for his position as City Engineer. Carr will not receive any further benefits as a result of serving as the interim Administrator beyond the benefits he receives for holding the office of City Engineer. Carr hereby acknowledges that he will not receive any additional vacation, sick or personal days, insurance or other benefits afforded to full-time employees of the City as a result of his employment as the interim Administrator.
- 5. **TERMINATION BY CITY**. The City may terminate this Agreement and remove Carr from the office of Administrator at any time, with or without cause, by providing notice thereof to Administrator; provided, however, that such removal shall in no way effect Administrator's position as City Engineer.
- 6. **TERMINATION BY CARR**. Carr may terminate his employment as the interim Administrator of the City at any time by providing fourteen (14) days' prior written notice.
- 7. **AMENDMENTS**. All attempted amendments of this Agreement shall be ineffective unless reduced to writing and signed by all parties.
- 8. **EFFECTS; CONFLICTS**. This Agreement shall be binding upon each of the parties hereto and their respective successors, assigns or heirs, as the case may be. In the event there is any conflict between this Agreement and the Employment Agreement between the City and Carr, the terms of this Agreement shall be applied to the Administrator job duties performed by Carr to the greatest extent possible consistent with applicable laws, and the City Engineer Employment Agreement by and between the City and Carr shall apply to the City Engineer duties performed by Carr.
- 9. **GOVERNING LAW**. This Agreement will be construed, interpreted, enforced and governed, in all respects, in accordance with the law of the State of Illinois and any litigation pertaining to this Agreement must be filed in the Circuit Court of Tazewell County, Illinois.
- 10. **ENTIRE AGREEMENT**. This Agreement shall constitute the entire agreement between the parties with respect to the Administrator position, and any prior understanding or representation of any kind preceding the date of this Agreement that relates to the Administrator position shall not be binding upon either party except to the extent it is incorporated into this Agreement. Notwithstanding the foregoing, this Agreement is not intended to alter or amend in any way the terms of the existing City Engineer Employment Agreement by and between the City and Carr, which is addressed solely to the office of City Engineer and which shall remain in full force and effect.

## CITY OF WASHINGTON TAZEWELL COUNTY, ILLINOIS By:\_\_\_\_\_ ATTEST: \_\_\_\_\_ Mayor City Clerk ADMINISTRATOR: By:\_\_\_\_\_

DENNIS CARR

Interim City Administrator