

RESOLUTION NO. _____

Synopsis: The following resolution approves and authorizes the execution of an employment agreement between the City of Washington, Illinois and Jeff Stevens, Chief of Police.

**RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION
OF A WASHINGTON CHIEF OF POLICE EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF WASHINGTON AND JEFF STEVENS FOR THE
PERIOD JUNE 3, 2025 THROUGH MAY 7, 2029**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WASHINGTON, TAZEWELL
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 a Washington Chief of Police Employment Agreement with Jeff Stevens on behalf of the City of Washington in substantially the form of the document attached hereto, 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 2ND of day of June, 2025.

AYES: _____

NAYS: _____

Mayor

ATTEST:

City Clerk

WASHINGTON CHIEF OF POLICE EMPLOYMENT AGREEMENT

This Chief of Police Agreement (“**Agreement**”) is made this 2nd day of June, 2025, by and between the City of Washington, Tazewell County, Illinois (“**City**”) and Jeff Stevens (“**Stevens**”).

RECITALS

WHEREAS, the City wishes to employ Stevens as its Chief of Police under the terms and conditions of this Agreement; and

WHEREAS, Stevens wishes to be employed as the City's Chief of Police 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 Stevens's employment with the City as Chief of Police:

- 1) **Period of employment as Chief of Police.** The term of employment under this Agreement shall commence on June 3, 2025 or such other date as is mutually agreeable to the parties (“**Employment Start Date**”), and shall continue until May 7, 2029, unless it is terminated earlier pursuant to the provisions of Paragraphs 18 or 19 of this Agreement.
- 2) **Chief of Police.** Stevens shall perform the duties of Chief of Police 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 Stevens by the City Administrator and Mayor.
- 3) **Hours of Work.** The parties realize that the position of Chief of Police requires the person holding such position to work many weekends, evenings and other irregular hours. It is understood and agreed that Stevens 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. Vacations and other benefit time will count toward the weekly hours requirement.
- 4) **Salary.** Stevens shall be compensated at an annual salary rate of One Hundred Forty Thousand Dollars (\$140,000) payable per the established pay period schedule of the City. Stevens’s salary will be reviewed based upon evaluation of his performance as provided herein.
- 5) **Performance Evaluation.** The Mayor and City Council shall review and evaluate the performance of Chief Stevens at least once annually no later than April 1 of each year. Said review and evaluation shall be in accordance with specific criteria developed by the Mayor and City Council in consultation with Chief Stevens. Said criteria may be added to or deleted as the Mayor and City

Council may determine from time to time. Further, the Mayor and City Council shall provide Chief Stevens with a summary written statement of the findings of the Mayor and City Council and shall provide an adequate opportunity for Chief Stevens to discuss his evaluation with the Mayor and City Council. Chief Stevens shall each year notify the Mayor and the City Council of the need for an evaluation not more than 60 days and not less than 30 days before the deadline for the evaluation and secure a date from the Mayor and City Council for completion of the evaluation.

- 6) **Vacation.** Stevens shall be entitled to paid vacation in accordance with the vacation benefits provided by the City to other managers and department heads, but in no event less than twenty-five (25) weekdays annually. Vacations shall be coordinated so as to minimize disruption to police and public safety operations.
- 7) **Sick Leave.** Stevens shall accrue sick leave in accordance with the benefits provided by the City to other managers and department heads.
- 8) **Holidays.** Stevens 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.** Beginning on the effective date of this Agreement, the City shall provide Stevens with an automobile that is commensurate to the automobile currently assigned to him, for business and reasonable personal use. "Reasonable personal use" generally includes personal use within fifty (50) miles of the City or another work location, but does not include substantial personal trips or vacations. Personal use refers to personal operation and driving of the automobile only. Stevens will submit to the Finance Department a written record of all miles for personal use by the first day of each month. The City shall be solely responsible for all insurance, fuel, repairs and maintenance cost of the vehicle. However, Stevens will pay all fuel costs when on personal use. The City shall replace the vehicle, as warranted by mileage and/or wear and tear.
- 10) **Cell Phone.** The City shall provide a cell phone and laptop computer/tablet for Stevens's City 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 Stevens's dues to the International and Illinois Police Chief's Associations and reimburse Stevens 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 and mayor shall also be paid by the City. Stevens shall be reimbursed for other authorized business expenses in accordance with the budget and as approved by the City Administrator.
- 12) **Uniform Allowance.** Stevens 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, Stevens shall reside within compliance with the applicable ordinance.
- 14) **Life Insurance.** During the term of his employment, the City shall pay the full cost of providing Stevens with an individual life insurance policy in the face amount of Fifty Thousand Dollars (\$50,000.00), provided Stevens 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 Stevens 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 Stevens 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.** Stevens shall not engage in any non-City connected business or employment without prior approval of the City Administrator. Any time off for community service within the City of Washington, as previously approved by the City Administrator and mayor, shall count as time worked.
- 17) **Eligibility for Benefits Afforded Other City Employees.** Unless specified otherwise in this Agreement, Stevens 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 Stevens shall be not entitled to longevity compensation.
- 18) **Termination and Discipline by the City.** The City may terminate this Agreement and Stevens's employment as Chief of Police at any time as provided for by the City Municipal Code or Illinois law. It is understood and agreed that Stevens's employment as Chief of Police shall at all times be at will, and Stevens may be dismissed from this position with or without cause. The City also has the ability to discipline Stevens to the same extent as the City disciplines other non-union employees. If Stevens 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"), Stevens shall receive six (6) months of his then current salary on the termination date.
- 19) **Termination by Stevens.** Stevens may terminate this Agreement prior to its

expiration upon sixty (60) days prior written notice to the City Administrator and Mayor. Following such notice, the City, in its sole discretion, may choose not to continue Stevens's employment as Chief of Police through the end of such notice period, in which case, Stevens 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, Stevens 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 vehicle, cell phone and computer as per this Agreement, and (iii) maintain the confidentiality of all confidential City business.
- 21) **Modification.** The City and Stevens 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 Stevens and approved by the City Council.
- 22) **Effects.** This Agreement shall be binding upon the City and Stevens 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 Stevens'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 Stevens 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 Stevens'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 Stevens. 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 Stevens, which is not based upon the illegal, bad faith, malicious, willful or wanton, or intentional conduct of Stevens, 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, Stevens must inform the City Administrator and Mayor 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, Stevens 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 Stevens, nor shall any future agreements be binding unless in writing and executed by the Mayor and Stevens.

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 _____
Lilja Stevens, Mayor

Jeff. Stevens

Date: _____

Date: _____

ATTEST:

City Clerk