

EMPLOYMENT AGREEMENT BETWEEN THE CITY OF CREST HILL, ILLINOIS
AND EDWARD L. CLARK III

This Employment Agreement made and entered into this 2nd day of June, 2025, by and between the CITY OF CREST HILL, State of Illinois, an Illinois municipal corporation, hereinafter referred to as the "Employer" and Edward L. Clark III, hereinafter referred to as the "Employee."

WITNESSETH:

WHEREAS, the Employer desires to retain the services of Employee and Employee desires to be employed by the Employer. Accordingly, Employee and the Employer wish to reflect certain agreements regarding their relationship.

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

Section 1- Term

This Agreement shall commence on the Effective Date as hereinafter set forth below and shall remain in full force and effect from such Effective Date until such time as the present term of the Mayor of the City of Crest Hill ends or in the event this Employment Agreement is otherwise terminated as hereinafter provided.

Section 2: Duties and Authority

The Employer agrees to employ Employee as Chief of Police to perform the functions and duties specified generally in the City of Crest Hill, Illinois Code of Ordinances (the "Code") under Sections 2.56.050 and 2.56.060 and to perform other legally permissible and proper duties and functions consistent with the position of Chief of Police as may be assigned to him from time to time. The Employer agrees to obtain a written leave of absence for the Chief of Police from the Crest Hill civil service system. In the event the Employee position as Chief of Police is terminated, the City further agrees to permit the Employee to return to his former appointed position of Deputy Chief if that position is open to be filled, or choose to resume his civil service rank of Sergeant in accordance with Ordinance 2.56.030 (C) regardless of available positions and in accordance with the terms and provisions of this Agreement.

Section 4: Compensation

A. Salary. Employer agrees to pay Employee an annual base salary of \$164,407.00 and an annual stipend of \$5,647.98 plus longevity payable to all employees as it relates to time served.

B. This Agreement shall be automatically amended to reflect any salary adjustments which are provided pursuant to recommendation by the Mayor and approval by the City Council in accordance with the Employer's Employee Handbook.

C. Employee's salary shall be established on an annual basis commencing May 1, 2026.

Section 5: Health, Disability, Retirement and Life Benefits

A. Employer agrees that the Employee shall receive the same comprehensive medical insurance plan, including hospitalization, medical, health, dental, disability and life insurance as do the patrol officers and sergeants presently employed by the City through the Metropolitan Alliance of Police Chapters 15 and 16 Collective Bargaining Agreements and under the same terms and conditions that apply to all the Employer's police personnel. The Employer shall not be required to provide medical or dental insurance in any different amount or format than that which is provided to other police personnel. The Employer also agrees to provide the Employee reciprocal retirement medical insurance under the same terms as provided to the patrol officers and sergeants through the Metropolitan Alliance of Police Chapters 15 and 16 Collective Bargaining Agreements ("CBAs") currently in effect at the time of the Employee's retirement. In the event the CBAs no longer require the City to provide insurance upon retirement to the bargaining unit, retirement insurance will only be provided to the Employee as dictated by the Employee Handbook.

B. The Employee shall continue to participate in the Crest Hill Police Pension Fund in the same manner that all other police personnel are afforded access.

Section 6: Vacation Sick and Military Leave

A. Upon commencing employment, the Employee shall be credited with twenty-five (25) days of vacation leave, sixteen (16) hours of personal leave, one (1) floating holiday, five (5) administrative days each calendar year, and three (3) days of bereavement leave for the death of an immediate family member. An "immediate family member" means the Employee's father, mother, son, daughter, brother, sister, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandparents, grandparents of Employee's spouse or grandchildren and legal guardian. Employee, upon request, shall be granted up to an additional two (2) days of administrative leave with pay for the purpose of attending the funeral of the employee's spouse, child or parents. This administrative leave is specific to bereavement and is in addition to any administrative leave granted by this contract.

B. No earned vacation time will be carried over beyond December 31 of any year except in extremely unusual cases and unless expressly approved beforehand by the Mayor. Except as otherwise provided herein, any vacation time unused by December 31 will not be paid for and will be lost by the Employee.

C. Employee shall accrue eight (8) hours of sick leave each month for a total of ninety-six (96) hours or twelve (12) days per year and shall be allowed to accumulate to a maximum of one hundred forty (140) sick days.

D. The Employee is entitled to accrue all unused leave, without limit and in the event the Employee's employment is terminated, either voluntarily or involuntarily, the Employee shall be compensated for all accrued vacation time, all paid holidays, leave and other benefits to date but only commensurate with the Employee's highest accrual rate, Bereavement leave shall not be included in calculating the unused leave as set forth above. Further, as with all other personnel, accumulated sick leave time is not to be compensated.

E. The Employee shall be entitled to military reserve leave time pursuant to State law and local government policy.

Section 7: General Business Expenses

A. Employer agrees to budget for and to pay for professional dues for Employee's subscriptions which are necessary for continuation and full participation in national, regional, state and local associations and organizations deemed desirable for the Employee's continued professional participation, growth and advancement and in the best interest of the Employer.

B. Employer agrees to budget for and to pay for travel and subsistence expenses of the Employee for short courses, institutes, seminars, including but not limited to one of two annual Illinois Association of Police Chief Conferences, International Association of Police Chief Conference, which are deemed necessary by the Employer for the Employee's professional development and for the good of the City. Attendance at such conferences shall be by City Council approval.

C. The City agrees to provide the Employee with a cellular telephone, which shall be returned to the City at the time of termination of employment.

D. Employer and Employee acknowledge that the Chief of Police of the City of Crest Hill shall be expected to attend numerous functions over and above his usual and customary duties and shall be required to dress in appropriate attire, as necessary. Therefore, the Employer shall provide uniforms and also provide for the cleaning thereof. In addition, the City agrees to provide the Employee with a clothing allowance of two hundred twenty-five (\$225.00) dollars per quarter for the purchase of jackets, ties, suits and other accoutrements related to Employee's uniform.

E. The Employee shall also have unlimited business use and limited personal use of a City owned vehicle as designated by Employer. Employee's limited personal use of the Employer owned vehicle shall be restricted to short trips while traveling to and from business events only. The Employer shall provide maintenance and fuel for this vehicle.

Section 8: Termination

This Contract is terminable at will by either party as follows:

A. Termination by the Employee. This agreement may be terminated by the Employee at any time upon thirty (30) days' written advance notice to the Employer. The Employee may either resume his appointed rank of Deputy Chief, choose his civil service position of Sergeant in accordance with Ordinance 2.56.030 of the Code or retire at the position and salary of Chief of Police.

B, Termination by the Employer. This Agreement may be terminated by the Employer through the recommendation of the Mayor and upon concurrence with the recommendation by a two-thirds vote of the City Council, at any time upon thirty (30) days written notice to the Employee. At that time, the Employee shall be allowed choose to either resume his appointed position of Deputy Chief if that position is open, or to return to his civil service rank of Sergeant in accordance with Ordinance 2.56.030 of the Code or to retire at the position and salary of Chief of Police.

Section 9: Performance Evaluation

The City Administrator shall annually review the performance of the Employee by May 1 of each year subject to a process, form, criteria and format for the evaluation, which shall be mutually agreed upon by the Employer and Employee. The process at a minimum shall include the opportunity for both parties to: (1) prepare a written evaluation, (2) meet and discuss the evaluation, and (3) present a written summary of the evaluation results. The final written evaluation shall be completed and delivered to the Employee within thirty (30) days of the evaluation meeting.

Section 10: Hours of Work

It is recognized that the Employee must devote a great deal of time outside the normal office hours of business for the Employer and to that end, the Employee shall be allowed to establish an appropriate work schedule consistent with the position of Chief of Police of the City of Crest Hill.

Section 11: Indemnification

A. Beyond that required by federal, state or local law and supplemental thereto, Employer shall defend, save, hold 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 Chief of Police or resulting from the exercise of judgment or discretion in connection with the performance of programs, duties or responsibilities, unless the act or omission involved willful and wanton conduct or as otherwise set forth below. The Employee may request, and the Employer shall not unreasonably refuse, to provide independent legal representation at Employer's expense and Employer may not unreasonably withhold approval of the person representing the Employee. Legal representation,

provided by Employer for Employee, shall extend until the final determination of the legal action involving the Employee, including any appeals brought by either party. The Employer shall indemnify Employee against any and all losses, damages, judgments, interests, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings, including attorney's fees, and any other liabilities incurred by, imposed upon and suffered by such Employee in connection with or resulting from any claim, action, suit or proceedings, actual or threatened, arising out of or in connection with the performance of his or her duties. Any settlement of any claim must be made with the prior approval of the Employer for indemnification as provided for this Section to be available.

B. Employee recognizes that the Employer shall have the latitude to compromise and settle claims against the City unless the Employee is a party to such litigation in which case the Employee must concur in the settlement of any claim or suit in which he is directly affected as a litigant except in the case where the compromise or the settlement is of a personal nature to the Employee unrelated to the Employee's employment with the City. Further, Employer agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any litigation to which the Employee is a party. Such expense payments shall continue beyond Employee's service to the Employer if the litigation is pending.

C. PROVIDED THAT, Employer shall not be obligated to indemnify or save Employee harmless from any of his conduct that is intentional, willful and wanton, malicious, or is considered malfeasance in office, except to the extent that insurance coverage through the Employer's errors and omission and civil rights insurance carriers cover such acts.

Section 12: Notices

All notices to be given under this Agreement shall be in writing and shall be delivered personally or sent via facsimile to the parties indicated below or sent by overnight courier or deposited in the United States Mail, certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

If to Employer: City of Crest Hill
 20600 City Center Blvd.
 Crest Hill, IL 60403
 Attention: City Administrator

If to Employee: Edward L. Clark III
 1710 Delrose Street
 Joliet , IL 60435

Notice by facsimile shall be given on the day the facsimile was sent. Notice by overnight courier shall be deemed to be given on the first business day after deposit with the overnight courier. Notice by mail shall be deemed given on the second business day after deposit in the United States Mail as aforesaid.

Section 13: Attorney's Fees

If any party commences a legal proceeding to enforce any of the terms of this Agreement, the prevailing party in such action shall have the right to recover reasonable attorney's fees, costs and expert fees from the other party to be fixed by the court in the same action.

Section 14: General Provisions

A. This agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this Agreement during the life of the Agreement. Such amendment shall be incorporated and made a part of this Agreement.

B. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Employer and Employee and their respective successors and assigns, except that neither party may assign its right under this Agreement without the prior written consent of the other party.

C. Waiver. No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the party giving such waiver and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

D. Headings. The section and subsection headings contained herein are for convenience of the parties only and are not intended to define or limit the context of said sections and subsections.

E. Severability. The invalidity of any provision of this Agreement shall not impair the validity of any other provision. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, that provision shall be deemed severable and the Agreement may be enforced with such provisions severed or as modified by the court.

F. Governing Law; Venue. The validity, construction and interpretation of this Agreement shall be governed by the laws of the State of Illinois. The parties hereto irrevocably agree that all actions or proceedings in any way, manner or respect arising out of or from or related to this Agreement shall be litigated only in the Circuit Court, Twelfth Judicial Circuit, Will County Illinois. Each party hereby consents and submits to the personal jurisdiction in the State of Illinois and waives any right such party may have to transfer the venue of any such action or proceeding.

G. This Agreement may be executed in two or more counterparts, each of which may be deemed to be an original,

H. Effective Date. This Agreement shall become effective as of June 2, 2025.

{Signature Page To Follow}

IN WITNESS WHEREOF, the Employer and Employee have executed this Agreement on the day and year first above written.

EMPLOYER:

CITY OF CREST HILL,
An Illinois Municipal Corporation.

BY: _____
Raymond R. Soliman, Mayor

ATTEST:

Christine Verhsay-Hall, City Clerk

EMPLOYEE:

Edward L. Clark III