

**Request for City Council Action**

**Date:** October 20, 2015

<p><b>Agenda Section: General Business</b></p> <p>No. 6</p>	<p><b>Originating Department:</b> City Manager's Office</p>
<p><b>Item:</b> Resolution Authorizing the Acting City Manager to Execute an Amended Contract with Jeff Grubbs as Chief of Police</p> <p>No. 6.1</p>	<p><b>Approved:</b></p>

**Background:**

Jeff Grubbs was appointed Chief of Police for the City of Carbondale on September 15, 2015 and entered into a Contract with then City Manager, Kevin Baity.

The City Council deems it is in the best interest of the citizens of the City of Carbondale to enter into an amended contract with Jeff Grubbs as Chief of Police.

**Recommended Action:**

It is recommended that the City Council approve the resolution authorizing the Acting City Manager to enter into an amended contract with Jeff Grubbs as Chief of Police.

<p>Engineering Approval Obtained</p>	<p>Finance Approval Obtained</p>	<p>Legal Approval Obtained</p>	<p>Approval Obtained</p>	<p>Manager's Approval Obtained</p>
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Council Action: Motion by \_\_\_\_\_ 2nd by \_\_\_\_\_ to \_\_\_\_\_

**RESOLUTION NO. 2015-R-\_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE AN AMENDED CONTRACT WITH JEFF GRUBBS AS CHIEF OF POLICE**

**WHEREAS**, the City of Carbondale, Illinois, is a municipal corporation created under the laws of the State of Illinois; and

**WHEREAS**, the City of Carbondale, Illinois, is a home rule unit of local government under the Illinois Constitution, 1970, Article VII, Section 6; and

**WHEREAS**, pursuant to Article VII, Section 6(a) of the Illinois Constitution, 1970, the City of Carbondale may exercise any power and perform any function pertaining to its government and affairs including, but not limited to, the power to regulate for the protection of the public, health, safety, morals and welfare; and

**WHEREAS**, Jeff Grubbs was appointed Chief of Police for the City of Carbondale on September 15, 2015; and

**WHEREAS**, the City Council of the City of Carbondale finds that it is in the best interest of the City for the Acting City Manager to enter into a contract with Jeff Grubbs as Chief of Police.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CARBONDALE, ILLINOIS, AS FOLLOWS:**

**SECTION 1.** That the City Council deems it is in the best interest of the citizens of the City of Carbondale to enter into a contract with Jeff Grubbs as Chief of Police, a copy of which is attached hereto.

**SECTION 2.** That the Acting City Manager is directed to enter into a Contract with Jeff Grubbs as Chief of Police, as set out in the attachment to this Resolution.

**SECTION 3.** That the Acting City Manager is hereby authorized to take any and all necessary, reasonable and proper action to carry out the intent and purpose of this Resolution..

**SECTION 4.** That this Resolution be spread at length upon the minute records of the City Council of the City of Carbondale, Illinois.

**SECTION 5.** That this Resolution shall take effect upon its passage, approval, recording, and publication in pamphlet form in accordance with law.

APPROVED: \_\_\_\_\_  
John M. Henry, Mayor

ATTEST: \_\_\_\_\_  
Jennifer R. Sorrell, City Clerk

APPROVED AS TO LEGALITY AND FORM:

\_\_\_\_\_  
P. Michael Kimmel, City Attorney

## EMPLOYMENT AGREEMENT

THIS AMENDED AND RESTATED EMPLOYMENT AGREEMENT (Agreement) is made and entered into this 7th day of October, 2015, by and between the City of Carbondale, Illinois, an Illinois municipal corporation, by its Acting City Manager Gary Williams ("Employer or City"), and Jeff Grubbs ("Employee or Chief of Police ") pursuant to the ratification, direction and authority granted by the City Council by Resolution dated October 20, 2015, directing the Acting City Manager to execute this amended and restated Employment Agreement and the Residency Agreement attached hereto and referenced as "Exhibit A."

### WITNESSETH

WHEREAS, Employer desires to employ the services of Jeff Grubbs as Chief of Police of the City of Carbondale, as provided for in Illinois statutes and ordinances of the City of Carbondale; and,

WHEREAS, it is the desire of the City Manager of the City of Carbondale to provide certain benefits and to establish certain conditions of employment of said Employee as set forth in this Agreement; and,

WHEREAS, it is recognized that, at the time immediately prior to this Agreement, Jeff Grubbs, was a sworn police officer of the City of Carbondale, holding the rank of Chief of Police; and,

WHEREAS, Employee desires to continue employment as Chief of Police for the City of Carbondale, pursuant to the terms and conditions set forth in this Agreement; and,

WHEREAS, the Employee and City Manager Kevin Baity had entered into an Employment Agreement dated September 15, 2015, and subsequent thereto Kevin Baity is no longer the City Manager; and

WHEREAS, the parties hereto have agreed to amend and restate said Employment Agreement upon the terms and conditions set forth herein.

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

### **Section 1. Powers & Duties of Police Chief**

- A. Employer hereby agrees to employ Jeff Grubbs as Chief of Police for the City of Carbondale to perform duties pursuant to 65 ILCS 5 and relevant municipal ordinances and codes, and to perform such other legally permissible and proper duties and functions as the City Council shall from time to time assign, subject to this Agreement. Employment shall commence on the day and year written above.

## **Section 2. Term of Agreement**

- A. The Chief of Police shall serve under the direction and authority of the City Manager with respect to appointment of officers. The Chief of Police may be removed with or without cause, subject to the terms of this Agreement.
- B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from the position of Chief of Police or from employment with the City of Carbondale.
- C. The Chief of Police shall remain in the exclusive employment of the City of Carbondale. He shall devote his full time and attention to his employment as Chief of Police and shall not have any other employment unless specifically approved by the City Manager, such approval not to be unreasonably withheld. Provided however, this shall not be construed to preclude occasional teaching, writing or consulting. Any outside employment as authorized shall only be done on the Employee's own time, not while on duty with the City.
- D. Employee is and shall remain a sworn police officer for the City of Carbondale. He shall be afforded all benefits and protections afforded sworn police officers, including participation in the Police Pension Fund and protections as afforded sworn police officers by the Illinois Uniform Peace Officers' Disciplinary Act (50 ILCS 725/ 1 et seq.) and the Board of Fire and Police Commissioners Code (65 ILCS 5/102.1-1, et seq.).

## **Section 3. Separation from Employment**

- A. The Chief of Police may be separated from employment with cause, without cause, resignation from position, by resignation from employment with the City of Carbondale, or by retirement.
- B. For Cause
  - a. The decision to remove the Chief of Police for cause shall be made by the City Manager pursuant to the authority granted by the laws of the State of Illinois and the ordinances of the City of Carbondale. In a finding by the City Manager, the City Manager may duly consider any discipline as authorized by law or ordinance, including suspension, termination, removal from office, or reversion to prior rank. Provided however, that prior to the implementation of any disciplinary action Employee shall be given written notice of all violations and be afforded a thirty (30) day opportunity to correct or cure same, except when the facts and circumstances warrant immediate termination.
  - b. If Employee so chooses, he may appeal any decision by the City Manager to suspend, terminate, or remove the Chief of Police to the Board of Fire and Police Commissioners (the "Board") pursuant to the authority granted to the Board by

the laws of the State of Illinois and the ordinances of the City of Carbondale. The Board may affirm, modify, or reverse the City Manager's decision.

C. Without Cause

- a. The City Manager may remove the Chief of Police without cause with ninety (90) day prior written notice. Such removal shall be in effect no earlier than 90 days after notice of such termination is given to Employee, but only after notification is provided to the City Council.
- b. If the removal is without cause, the Employee shall be entitled to and may elect either of the following options: to revert to the rank of Deputy Chief or leave the department.
  - t. Should Employee choose to revert to the rank of Deputy Chief, Employee will retain the same pay as he had been paid as Chief of Police pursuant to this Agreement, up to and including his twenty-eighth (28th) year of his service with the City. Following his twenty-eighth (28th) year of his service with the City, the City may make a one-time reduction of his annual salary by not more than five percent (5%). Additionally, there shall be no loss of benefits or accruals if the Employee reverts to the rank of Deputy Chief. All other guarantees and benefits provided by this Agreement shall remain in full force and effect for the duration of the Employee's employment with the City.
11. If Employee so chooses, upon removal from office without cause, Employee may receive a severance payment equal to six (6) months salary at the time of removal. The employee may elect to continue to be paid in installments for a period of six (6) months or receive such severance payment in lump sum. Regardless of the option chosen by the Employee, all benefits shall continue at the Employer's expense for six (6) months. Should Employee choose the severance pay, Employee waives his option to revert to the rank of Deputy Chief.
111. If Employee chooses to revert to the rank of Deputy Chief, he shall retain the right to exercise the severance pay option for up to six (6) months after the appointment of a new, permanent police chief. Upon expiration of the six (6) month period, Employee waives any claim to any severance pay upon this Agreement.

**Section 4. Salary**

- A. Employer agrees to pay Employee for his services rendered pursuant hereto as Chief of Police an annual base salary of not less than one hundred twenty-five thousand seven hundred dollars (\$125,700), payable in installments at the same time as other employees of the City are paid. Upon the successful completion of the current City fiscal year, and annually thereafter, Employee's annual base salary shall be increased by the amount approved for all other non-bargaining unit City employees.

- B. The parties have also entered into a residency agreement which is attached to this employment agreement and shall be referenced as "Exhibit A."

### **Section 5. Hours of Work**

- A. The Employer recognizes that the Employee must devote a great deal of time outside the normal office hours to business of the City. To that end, the Employee will be allowed to take compensatory leave time as he deems appropriate during said normal office hours, subject to review by the City Manager.

### **Section 6. Retirement Benefits**

- A. Employee shall as Chief of Police remain a member of the Carbondale Police Pension Fund. Employer shall continue to make Employer's contributions to the Pension Fund for Employee as required by law or ordinance.
- B. Employer agrees to make annual contributions equal to three percent (3%) of Employee's annual salary to the Employee's deferred compensation account.
- C. Employee shall be allowed to use any amount of accrued vacation leave prior to retirement or the Employee may choose to receive payment in lump sum upon retirement for the entire amount of accrued vacation leave which may be remaining. Further, the Employee shall be compensated for any accrued sick leave, holidays, compensatory time and any other accrued benefits.

### **Section 7. Automobile**

- A. The City shall provide a fully equipped, late-model police vehicle for the exclusive and personal use by the Chief of Police and shall pay all attendant operating and maintenance expenses and insurance. Said vehicle shall be used by the Chief in connection with the performance of his duties as Chief of Police and for his professional growth and development, as well as for personal reasons, since the Chief is "on-call" in the event of an emergency.

### **Section 8. Other Benefits**

- A. Employer shall provide Employee with benefits as provided to all other City employees, including, but not limited to, vacation accrual and use, sick leave accrual and use, other authorized leaves and absences and travel expense reimbursements. In addition the Employee shall be allowed to accumulate vacation and sick leave indefinitely.
- B. Employer shall provide or reimburse the Employee for expenses associated with a cell phone, tablet and laptop, including data connectivity for the cell phone and tablet. Employer shall provide for all reasonable costs associated with the devices, including

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annual equipment upgrades. Employee is authorized to use the devices for business and personal use.

- C. Employer shall continue to provide uniforms, weapons, and equipment, as well as an annual uniform & equipment/dry cleaning allowance to Employee in keeping with current practice.

### **Section 9. Professional Development**

- A. Employer agrees to budget for and pay the professional dues, subscriptions, and necessary and reasonable expenses for the Chief of Police for his membership and full participation in professional associations, including but not limited to the International Association of Chiefs of Police, the Illinois Association of Chiefs of Police, the Southern Illinois Police Chiefs Association, and the FBI National Academy Associates national and regional dues. Employer agrees to budget and pay for all professional dues, subscriptions, and necessary and reasonable expenses for the Chief of Police for his membership and full participation in local or regional service organizations, including, but not limited to, the Kiwanis, Rotary and Lions Clubs. Employer agrees to budget and pay the reasonable expenses incurred in the Employee's attendance for two (2) annual state and/or regional professional conference and one national conference per fiscal year, dependent on budgeted funds being available. The aforesaid attendance at conferences shall be considered part of the Chief of Police's work, and days spent at said conferences shall not constitute vacation or other leaves of absence.
- B. Employer recognizes that the laws of the State of Illinois mandate that Chiefs of Police receive annual training. Employer agrees to cover the cost of such required training. Further, Employer recognizes the benefit to it of the professional development of the Chief of Police, and agrees that the Chief shall be given adequate opportunities to develop his skills and abilities as a law enforcement administrator. Employer also agrees to pay for travel and other reasonable expenses of the Chief of Police for short courses, institutes and seminars that, in his reasonable judgment, are necessary for his professional development as a police administrator, dependent upon budgeted funds being available.

### **Section 10. General Expenses**

- A. Employer agrees to budget for and pay any and all necessary and reasonable expenses for the Chief of Police for discretionary expenses deemed appropriate by the Chief of Police. These expenses shall be with the approval of the City Manager, and total no more than \$2,500 per fiscal year. Said expenses may include, but not limited to, food purchases for police department employees on special occasions or during special investigations, a bicycle purchase for a giveaway to a local family in need, local community event participation expenses for employees to attend (pancake days, etc.) and fundraisers for local non-profit organizations or one of particular causes.

## **Section 11. Indemnification**

Employer shall defend, indemnify and hold Employee harmless within the scope of employment, from and against any and all torts, claims, causes of action, demands, costs, expenses or other legal action, including all attorney fees, whether groundless or otherwise, arising out of any alleged act or omission occurring during or arising out of Employee's performance of duties as Chief of Police. Employer shall have the right to compromise and settle any such claim or suit and shall pay the amount of any settlement or judgment rendered thereon. Said indemnification shall extend beyond Employee's separation from employment, to provide full and complete protection to Employee by the City of Carbondale, as described herein, for any acts undertaken or committed in his capacity as Chief of Police, regardless of whether the filing of a lawsuit for such tort, claim, cause of action, demand, or other legal action occurs during or following Employee's employment with Employer.

## **Section 12. Death During Term of Employment**

If the Chief of Police dies during the term of employment, the City shall pay to the Chief's estate all compensation which would otherwise be payable to the Chief up to the date of his death, including, but not limited to, all accrued vacation leave and sick leave.

## **Section 13. Notices**

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

EMPLOYER: Gary Williams  
Acting City Manager  
200 South Illinois Avenue  
Carbondale, IL 62901

EMPLOYEE: Jeff Grubbs  
Chief of Police  
501 South Washington Street  
Carbondale, IL 62901

Alternatively, notices required pursuant to the Agreement may be personally served in the same manner as is applicable to civic judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

## **Section 14. General Provisions**

- A. The text herein shall constitute the entire Agreement between the parties.
- B. The Agreement shall be binding upon and inure to the benefit of the heirs, executors, and administrators of the Employee, and the successors to the Employer.
- C. If any provision, or any portion thereof, contained in this Agreement is held

unconstitutional , invalid or unenforceable, the remainder of this Agreement , or portion thereof, shall not be affected and shall remain in full force and effect.

D. If any provision of this Employment Agreement conflicts with any City ordinances in effect as of the date of this Agreement or state statutes related to the employment of City officials, then that portion shall be unenforceable to the extent of such conflict and City ordinances and state statutes shall govern.

**IN WITNESS WHEREOF** , the City of Carbondale, Illinois, has caused this Agreement to be signed and executed in its behalf by its City Manager and duly attested to by its City Clerk and the Employee has signed and executed this Agreement, both in duplicate, the day and year written above.

EMPLOYER:

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Gary Williams, Acting City Manager

ATTEST: \_\_\_\_\_

Jennifer Sorrell, City Clerk

EMPLOYEE:

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Jeff Grubbs, Chief of Police

APPROVED AS TO LEGALITY AND FORM:

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P. Michael Kimmel, City Attorney

## EXHIBIT "A"

### RESIDENCY AGREEMENT

This Amended and Restated Residency Agreement by and between the City of Carbondale, Illinois, and Jeff Grubbs, Chief of Police for the City of Carbondale, (hereinafter "Grubbs") entered into on this 20th day of October, 2015.

WHEREAS, the City of Carbondale has established residency requirements for all City employees pursuant to Section 1-4-16 of the Carbondale Revised Code; and

WHEREAS, Jeff Grubbs desires to be the Chief of Police and to meet all requirements of said position, including the residency requirements, while retaining his current premises; and

WHEREAS, the parties have reviewed past situations wherein current city employees have met the residency requirements while retaining the residence they had upon accepting a position or promotion with the City; and

WHEREAS, Grubbs and the City have reached a mutually acceptable agreement in regard to the manner in which Grubbs shall meet and remain in compliance with the Carbondale Revised Code.

NOW THEREFORE, the parties hereby agree as follows:

**Section 1. Residency.** Grubbs agrees to purchase or rent property within the city limits of the City of Carbondale, Illinois within the specified time frame, if required by Section 1-4-16. Grubbs shall make this residence his primary residence and spend the majority of his nights at this residence.

**Section 2. Current residence.** Grubbs shall retain his current residence. This residence shall be Grubbs' secondary residence. The City understands and agrees Grubbs' wife and/or children may elect to utilize this secondary residence as their primary residence. Further, the City acknowledges that Grubbs may occasionally spend time at such secondary residence, including occasional nights. These occasional visits to the secondary residence shall not constitute a breach of the City's residency requirement.

**EXHIBIT "A"**

**Section 3. Duration.** This Agreement shall remain in full force and effect for the duration of Grubbs's employment as Chief of Police for the City of Carbondale or until the City modifies its residency ordinance to permit executive personnel to reside outside the City limits.

Executed in duplicate on this 20<sup>th</sup> day of October, 20 15.

**IN WITNESS WHEREOF**, the City of Carbondale, Illinois, has caused this Agreement to be signed and executed in its behalf by its City Manager and duly attested to by its City Clerk and the Employee has signed and executed this Agreement, both in duplicate, the day and year written above.

**EMPLOYER:**

\_\_\_\_\_  
Gary Williams, Acting City Manager

ATTEST: \_\_\_\_\_

Jennifer Sorrell, City Clerk

**EMPLOYEE:**

\_\_\_\_\_  
Jeff Grubbs, Chief of Police

**APPROVED AS TO LEGALITY AND FORM:**

\_\_\_\_\_  
P. Michael Kimmel, City Attorney