

# PERSONNEL AND POLICIES COMMITTEE

## AGENDA

**Called by:** Dave Fiduccia, Chairman  
**Members:** Jim Webster, Joe Hoffman, Angie Goral, Dorothy Redd, Dave Kelley, Paul Arena

**DATE:** TUESDAY, JULY 21, 2020  
**TIME:** 5:30 PM  
**LOCATION:** VIRTUAL MEETING – ZOOM  
(WINNEBAGO COUNTY YOUTUBE LIVE)

### AGENDA:

- A. Call to Order
- B. Roll Call
- C. Approval of May 28, 2020 Minutes
- D. Public Comment – This is the time we invite the public to address the Personnel and Policies Committee with issues and concerns. We ask you to limit your comments to three minutes. Personal attacks or inappropriate language of any sort will not be tolerated. We will allow a maximum of five speakers on a first come basis with sign up at the meeting. Speakers may not address zoning matters which are pending before the ZBA, the Zoning Committee or the County Board. Personnel matters or pending or threatened litigation may not be addressed in open session. An individual may speak a maximum of three times per calendar year on the same topic. This prohibition shall include the repetition of the same topic in a statement on what is purported to be a different topic. After acknowledgement by the chair, please stand and state your name. Thank you.
- E. Resolution Approving the County Administrator Agreement Between the County of Winnebago, Illinois and Patrick J. Thompson
- F. Animal Services Update
- G. Other Matters
- H. Adjournment

**Winnebago County Board  
Personnel & Policies Committee Meeting**  
Virtual Meeting – Zoom  
(Winnebago County YouTube Live)

Thursday, May 28, 2020  
5:30 PM

**Present:**

Dave Fiduccia, **Chairman**  
Jim Webster  
Joe Hoffman  
Angie Goral  
Dorothy Redd  
Dave Kelley

**Others Present:**

Frank Haney, County Board Chairman  
Steve Chapman, Interim County Administrator  
Dave Kurlinkus, Deputy State's Attorney  
Other County Board Members

**AGENDA:**

- A. Call to Order
- B. Roll Call
- C. Public Comment
- D. Resolution Regarding Communication with the Chicago Rockford International Airport Director
- E. Other Matters
- F. Adjournment

Chairman Fiduccia called the meeting to order at 5:45 PM.

**Public Comment**

Chairman Fiduccia omitted reading the Public Comment section of the Agenda due to no one present to speak.

**Resolution Regarding Communication with the Chicago Rockford International Airport Director**

Motion by Mr. Kelley and Seconded by Mr. Webster.

- Discussion regarding a letter addressed to the Chairman of the Airport Board and cc'd to the members of the Airport Board and Michael Dunn.

Motion passed by unanimous voice vote.

**Other Matters**

None

**Motion to adjourn.** Moved by Mr. Webster and Seconded by Mr. Hoffman.

Motion passed by unanimous voice vote.

Respectfully submitted,

Amy Ferling  
Administrative Assistant

July 23, 2019 Board Meeting

**RESOLUTION  
OF THE  
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS  
2020 CR \_\_\_\_\_**

SUBMITTED BY: PERSONNEL AND POLICIES COMMITTEE  
SPONSORED BY: DAVID FIDUCCIA

**RESOLUTION APPROVING THE COUNTY ADMINISTRATOR AGREEMENT  
BETWEEN THE COUNTY OF WINNEBAGO, ILLINOIS  
AND PATRICK J. THOMPSON**

**WHEREAS**, pursuant to Article III, Division 2, Section 2-123 of the Winnebago County Code, the County Administrator shall be appointed by the Winnebago County Board of the County of Winnebago, Illinois (hereinafter referred to as the "Board") upon recommendation of the Board's Personnel and Policies Committee; and

**WHEREAS**, the Board initiated an extensive search process to find a qualified candidate for the position of County Administrator; and

**WHEREAS**, based on the results of said search, and upon the recommendation of the Board's Personnel and Policies Committee, the Board directed County staff to pursue negotiations with Patrick J. Thompson for appointment of County Administrator; and

**WHEREAS**, following said negotiations, a proposed employment contract was drafted for the appointment of Patrick J. Thompson as County Administrator, said employment contract attached hereto as "Exhibit A."

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of Winnebago County, Illinois, that Paul Arena, a member of the Winnebago County Board, is authorized and directed to, on behalf of the County of Winnebago, enter into the County Administrator Agreement Between the County of Winnebago, Illinois and Patrick J. Thompson, a copy of which is attached hereto and incorporated herein as "Exhibit A."

**BE IT FURTHER RESOLVED** that the County Administrator Agreement Between the County of Winnebago, Illinois and Patrick J. Thompson entered into by Paul Arena pursuant to the authority granted in this Resolution shall contain substantially the same terms as the County Administrator Agreement Between the County of Winnebago, Illinois and Patrick J. Thompson which is attached to this Resolution as "Exhibit A."

**BE IT FURTHER RESOLVED** that this Resolution shall be in full force and effect immediately upon its adoption.

**BE IT FURTHER RESOLVED** that the Clerk of the County Board is hereby authorized and directed to prepare and deliver certified copies of this Resolution to the Winnebago County Auditor, Winnebago County's Finance Director and Interim County Administrator Steve Chapman.

**Respectfully submitted,**

**PERSONNAL AND POLICES COMMITTEE**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
David Fiduccia, Chairman

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David Fiduccia, Chairman

\_\_\_\_\_  
Paul Arena

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Paul Arena

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Angie Goral

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Angie Goral

\_\_\_\_\_  
Joe Hoffman

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Joe Hoffman

\_\_\_\_\_  
David Kelley

\_\_\_\_\_  
David Kelley

\_\_\_\_\_  
Dorothy Redd

\_\_\_\_\_  
Dorothy Redd

\_\_\_\_\_  
Jim Webster

\_\_\_\_\_  
Jim Webster

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Paul Arena, Board Member of the  
County Board of the  
County of Winnebago, Illinois

**ATTEST:**

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**Lori Gummow, Clerk of the  
County Board of the  
County of Winnebago, Illinois**

**COUNTY ADMINISTRATOR AGREEMENT  
BETWEEN THE COUNTY OF WINNEBAGO, ILLINOIS  
AND PATRICK J. THOMPSON**

This County Administrator Agreement ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the County of Winnebago, Illinois ("Employer") and Patrick J. Thompson ("Employee").

**WHEREAS**, the Employer desires to employ Employee to act as and perform the duties of County Administrator during the period set forth herein (hereinafter referred to as "County Administrator"); and

**WHEREAS**, Employee is agreeable to act and perform the duties of County Administrator under the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

**SECTION I. TERM**

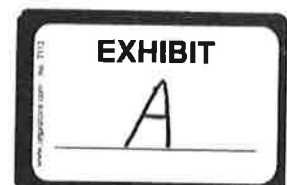
Subject to the provisions for resignation or termination as hereinafter provided in Section X. of this Agreement, the term of this Agreement shall be for the period from August 24, 2020 to August 24, 2022. This Agreement may be renewed by the parties for an additional term. If the parties desire to negotiate for an additional term, said negotiations for the terms of a successor Agreement may commence September 1, 2021, but no later than March 1, 2022. However, nothing in this Agreement shall prevent, limit or otherwise interfere with rights of the Winnebago County Board (hereinafter referred to as the "Board") under Article III, Division 2, Section 2-123 of the Winnebago County Code to dismiss the Employee or the right of the Employee to resign, both subject to the applicable provisions of this Agreement.

**SECTION II. DUTIES**

The Employee is hereby retained as County Administrator for the Employer. The Employee's primary function is to perform the functions and duties as specified in Article III, Division 2, Section 2-124 of the Winnebago County Code and to perform such other legally permissible and proper duties and functions as the Board shall from time to time assign. The Employee shall be considered an exempt employee for purposes of the Fair Labor Standards Act, and shall not be paid compensatory time.

**SECTION III. COMPENSATION**

Employer agrees to pay Employee for his services under this Agreement an annual salary of \$170,000.00, payable on a regular basis in accordance with Employer's payroll procedures and subject to all appropriate federal, state, and other applicable withholdings. Subject to the provision



of Section V. of this Agreement, as hereinafter provided, additional increases, if any, in Employee's salary for merit shall be determined by the Board based on the Employee's performance.

#### SECTION IV. EMPLOYEE BENEFITS

Until such time as this Agreement is terminated by either party, in accordance with provisions for resignation or termination hereinafter provided, the Employer shall:

A. Insurance: Provide health, dental and life insurance for the Employee and for the Employee's dependents in the same manner and at the same level to that which is provided by the Employer to other non-union Winnebago County, Illinois ("County") employees, such that the Employee shall pay the County employee portion of said insurances.

B. Tax and retirement contributions: Make FICA, Medicare and Illinois Municipal Retirement Fund (IMRF) contributions, as required by law, for the benefit of the Employee.

C. Vacation, Sick Days, Personal Days and Holidays: Provide the Employee with paid time off benefits for vacation days, sick days, personal days and holidays as established in the County's personnel manual for non-union County employees. Upon commencement of employment with the Employer, the Employee shall be credited with fifteen (15) days of paid time off for vacation, with no additional accrual of paid vacation time during the Employee's first full year of employment with the Employer. Beginning on August 25th, 2021, and each year thereafter on August 25th, the Employee shall be able to accrue an annual allotment of twenty (20) days of paid time off for vacation each year. Said annual allotment of twenty (20) days of paid time off for vacation shall be accrued during the course of the full one year, with said twenty (20) vacation days accrued in the same manner as described in the County's personnel manual for non-union County employees.

D. Retirement: The IMRF shall constitute the sole Employer-provided retirement plan for the Employee. The Employer agrees to contribute to the plan each year on behalf of the Employee the amount required by the IMRF for employer contributions, on a percentage basis commensurate with those of other employees of the Employer participating in the IMRF. The Employee shall be responsible for paying the employee portion of contributions for IMRF as is paid by all County employees.

#### SECTION V. PERFORMANCE EVALUATION

The Board recognizes for the Employee to respond to the Board's needs and to grow in the performance of the County Administrator's job, the Employee needs to know how the Board members evaluate the Employee's performance. To assure the Employee gets this feedback, the Board shall conduct an evaluation of the Employee's performance at least once a year, and/or when it deems necessary to discuss any concerns or direction in performance. The Board and Employee shall jointly define goals and performance objectives which they deem necessary for the proper operation of the County and shall establish the relative priority among the various goals and objectives. The Board shall conduct the Employee's first performance evaluation in July, 2021. The Employee agrees to comply with all policies of the County governing the Conduct of its employees.

## SECTION VI. TRANSPORTATION

Employee will be expected to travel for work-related trips and will receive an automobile allowance of \$200.00/month. There shall be an annual adjustment to the Transportation Allowance to reflect increases in the U.S. Department of Labor Consumer Price Index for All Urban Consumers ("CPI"). In addition, Employee is permitted to utilize County vehicles, consistent with County policy, for longer distance trips as appropriate. Employee will be ineligible to receive reimbursement for mileage.

## SECTION VII. MOVING EXPENSES, RELOCATION ASSISTANCE AND RESIDENCY REQUIREMENT

Employer acknowledges that Employee is willing and able to commence employment immediately, is actively seeking permanent change of residence to the County. Employee shall establish a permanent residence within Winnebago County, Illinois within one (1) year after the start of his employment with the Employer. Employee shall pursue said permanent change of residence to Winnebago County, Illinois, as rapidly as practical. Accordingly, Employer will provide for travel expenses and relocation assistance as follows:

Employer will pay Employee for reasonable travel expenses between Employee's current residence and the County. In addition, the Employer will pay Employee for expenses for moving household and personal goods and furnishings to the County. Said reasonable travel and moving expenses shall not exceed fifteen thousand dollars (\$15,000). Payment to Employee will be made in advance after the Board approves this Agreement. Any and all travel and moving expenses shall be documented by the Employee with invoices and/or receipts. Said invoices and/or receipts shall be given by the Employee to the County's Finance Director. Any unused said travel and moving expenses shall be reimbursed by the Employee to the Employer no later than when the Employee is permanently residing in Winnebago County, Illinois.

## SECTION VIII. PROFESSIONAL DUES AND DEVELOPMENT

Employee agrees to maintain his professional standing in state, regional, and national groups related to County government. Employer agrees to pay Employee's dues for the Illinois City/County Management Association and the International City Management Association. Employee may attend one NACO/NACA Conference and/or one ICMA Conference each year paid by the County; however, prior approval by the County Board for participation and payment shall be required.

## SECTION IX. DUTY OF LOYALTY

Employee shall act at all times in the best interests of Employer. Employee shall devote full time to the duties and responsibilities of the position and shall engage in no pursuit which interferes with them.



## SECTION X. TERMINATION AND SEVERANCE PAY

Notwithstanding anything contained herein to the contrary, this Agreement may be terminated as follows:

A. Voluntary Resignation – The Employee, upon thirty (30) days prior written notice to the Board, may resign from his position of employment as County Administrator. Said notice requirement may be waived by Employer at its sole discretion. The Employee, upon resignation, shall be entitled for payment for unused vacation time accrued at the date of his resignation. In the event the Employee voluntarily resigns as County Administrator, the Employee shall receive no severance pay unless otherwise agreed to by a majority of the Board. However, any severance pay shall not exceed twenty (20) weeks of the Employee's salary at his then base rate.

B. Mutual Agreement of the County Administrator and the County – This Agreement may be terminated by mutual agreement of the Employee and the Employer, in which case the Employee shall receive no severance pay unless otherwise agreed to by a majority of the Board. However, any severance pay shall not exceed twenty (20) weeks of the Employee's salary at his then base rate. The Employee shall be entitled for payment for unused vacation time accrued at the date of the agreement of termination.

C. Termination by the County. Pursuant to Article III, Division 2, Section 2-123 of the Winnebago County Code, or as subsequently amended, the Board may terminate this Agreement at any time with or without cause, by providing written notice of the reason(s). The Board's right to terminate the Employee pursuant to this Section X. (C), shall not be subject to or in any way limited by past Board practices related to the employment, discipline or termination of the County's employees. Notwithstanding all the provisions of Section X. of this Agreement, the Employee remains an at-will employee.

D. Termination by the County with Cause – Pursuant to Article III, Division 2, Section 2-123 of the Winnebago County Code, or as subsequently amended, the Board may remove the Employee and terminate this Agreement at any time for cause, which for purposes of this Agreement shall be a material breach of this Agreement and/or for "misconduct," as defined in Illinois' Government Severance Pay Act, 5 ILCS 415/5.

In the event this Agreement is terminated by a majority of the Board at any time due to a material breach of this Agreement and/or the Employee's "misconduct" as defined in Illinois' Government Severance Pay Act, 5 ILCS 415/5, per section 10 of said Act, 5 ILCS 415/10, the Employer is prohibited from paying the Employee any severance pay, and the Employee shall be entitled only to payment of unused vacation time, and compensation, which has accrued at the date of termination.

E. Termination by the County without Cause - Pursuant to Article III, Division 2, Section 2-123 of the Winnebago County Code, or as subsequently amended, the Board may terminate the Employee without cause but rather based upon management reasons such as implementing the County's goals or policies, including but not limited to incompatibility of management styles. In the event the Employee is terminated without cause, and the Employee does not challenge such termination, including but not limited to by means of appeal or civil or administrative claim or suit, the Employer shall pay the Employee severance pay not to exceed twenty (20) weeks of his salary

at his then base salary pay rate. Said twenty (20) weeks of severance pay is the maximum allowed under Illinois' Government Severance Pay Act, 5 ILCS 415/10. The Employee and the Employee's dependents shall be provided health, dental and life insurance during said twenty (20) week period at the same level to that which is provided by the Employer to other non-union Winnebago County, Illinois ("County") employees, such that the Employee shall pay the County employee portion of said insurances during said twenty (20) week severance pay period. In addition, the Employee shall receive payment for his unused vacation time, and compensation, which has accrued at the date of termination.

#### SECTION XI. GENERAL PROVISIONS

- A. This Agreement constitutes the entire understanding of the parties and supersedes all prior arrangements or understandings, whether written or oral, with respect to it.
- B. If any provision of this Agreement is held to be illegal, invalid or unenforceable, such provision shall be fully severable and the remaining provisions shall remain in full force and effect. This Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised part of this Agreement.
- C. This Agreement cannot be amended or modified except by a written amendment or written modification signed by both parties.
- D. This Agreement is not assignable or transferrable by either party.
- E. For purposes of enforcement of the promises and covenants of this Agreement, Employee agrees to submit to the jurisdiction of any federal or state court located in Winnebago County, Illinois, selected by the Employer.
- F. The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by the parties.

#### SECTION XII. NOTICES

All notices required under this Agreement shall be in writing and delivered either sent by Certified Mail, Return Receipt Requested, or personally served in the same manner as is applicable to civil judicial practice. Notice shall be given to the following addresses until written notice to the contrary is given:

To the Board and Employee:  
Winnebago County Administration Building  
404 Elm Street, 5<sup>th</sup> floor  
Rockford, Illinois 61101

IN WITNESS WHEREOF, the County of Winnebago, Illinois, has caused this Agreement to be signed and executed in its behalf by Paul Arena, Board Member of the County Board of the County of Winnebago, Illinois, and duly attested by its County Clerk, and the Employee has signed and executed this Agreement, both in duplicate, the day and year first above written.

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Patrick J. Thompson  
"Employee"

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Paul Arena  
Board Member of the County Board of the  
County of Winnebago, Illinois

ATTEST:

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Lori Gummow, Clerk of the  
County Board of the  
County of Winnebago, Illinois