

9/17/2019

93-R-19

A RESOLUTION

Authorizing the Execution of an Employment Contract with Erika Storlie to Serve as Interim City Manager for the City of Evanston

WHEREAS, on August 13, 2019, Wally Bobkiewicz, City Manager, submitted his resignation as City Manager for the City of Evanston and his last date of employment is September 27, 2019; and

WHEREAS, on September 9, 2019, the City Council approved the appointment of Erika Storlie to be the Interim City Manager, subject to negotiation and approval of an employment contract; and

WHEREAS, it is in the best interest of the City of Evanston to execute an employment agreement to govern the terms of the Interim City Manager during the time that the City is conducting a nationwide search for a new City Manager,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS, THAT:

SECTION 1: The City Council of the City of Evanston hereby authorize the employment agreement for Erika Storlie, to serve as Interim City Manager. Attached hereto as Exhibit 1 is a copy of the agreement and incorporated herein by reference.

SECTION 2: The City Council authorizes the Mayor, Stephen H. Hagerty, to execute the employment agreement and the City Clerk, Devon Reid, to attest to the agreement.

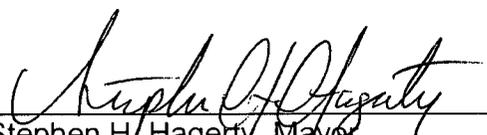
SECTION 3: The foregoing recitals are hereby found as fact and incorporated herein by reference.

SECTION 4: Resolution 93-R-19 shall be in full force and effect from and after the date of its passage and approval in the manner provided by law.

Attest:



Devon Reid, City Clerk



Stephen H. Hagerty, Mayor

Approved as to form:



Michelle Masoncup, Corporation Counsel

Adopted: September 23, 2019

Eduardo Gomez, Deputy City Clerk

INTERIM CITY MANAGER EMPLOYMENT AGREEMENT

THIS AGREEMENT ("Agreement") is entered into and is effective as of September 24, 2019 ("Effective Date"), by and between the CITY OF EVANSTON, a municipal corporation (hereinafter referred to as "City"), and ERIKA STORLIE (hereinafter referred to as "Storlie" or "Employee"), with reference to the following facts:

RECITALS

WHEREAS, prior to the Effective Date, Storlie was employed by the City as the City's Assistant City Manager ("ACM"). As the ACM, Storlie was entitled to the benefits afforded management employees under the Exempt Management Compensation Program; and

WHEREAS, the City Council is desirous of employing Storlie to act as and perform the duties of the Interim City Manager; and

WHEREAS, Storlie is agreeable to performing the duties of Interim City Manager under the terms and conditions of this Agreement. and

WHEREAS, the City has adopted an ordinance establishing the City Manager form of government in the City of Evanston and setting forth the duties and responsibilities of the City Manager; and

WHEREAS, it is the desire of the City and Storlie to enter into an Employment Agreement concerning compensation, benefits, terms and conditions of her employment as the Interim City Manager and to serve the following purposes:

A. To retain Storlie to perform services in a professional manner and to provide her compensation and employment benefits which will induce Storlie to remain in the employment of the City as Interim City Manager for the period of time specified herein;

B. To assure Employee that, except as provided hereinafter, upon her termination as Interim City Manager, she shall return to the performance of her duties as the Assistant City Manager earning the same salary and enjoying the same benefits she would have earned and enjoyed, respectively, had she remained employed as the ACM during the term of this Agreement

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

AGREEMENT

1. EMPLOYMENT

City hereby employs the Employee, and the Employee hereby accepts employment with the City in the position of Interim City Manager, on the terms and conditions and for the compensation herein set forth.

2. SCOPE OF DUTIES AND SERVICES

Under the terms and conditions of this Agreement, Employee shall personally provide all the services and duties ordinarily performed by the City Manager for the City under the direction and control of the City Council and as set forth in the Evanston Municipal Code and other applicable, written policies and rules. Among other things, Employee has the authority to interview, hire and fire employees, and direct the workforce subject to the specific limitations set forth in the Evanston Municipal Code. Employee shall perform her obligations and responsibilities diligently within the time parameters indicated by the City Council, applying the highest degree of professionalism, ethics, integrity and competency to the discharge of every aspect of her obligations.

3. TERM

The term of this Agreement shall begin on the Effective Date and shall terminate on midnight, September 24, 2020 ("Expiration Date"); provided, however, that this Agreement may be terminated prior to said Expiration Date in accordance with the terms and conditions of this Agreement. Under no circumstances shall this Agreement be effective after the Expiration Date unless the parties agree in

writing to extend this Agreement under terms and conditions mutually satisfactory to the parties.

4. COMPENSATION

For the services to be provided pursuant to this Agreement, Employee shall receive the following compensation and benefits:

- a. Compensation. Employee shall be paid her current annual base salary of one hundred sixty eight thousand dollars (\$168,000) plus a 15% temporary duty assigned (TDA). Employee's base salary shall be increased by the same percentage and at the same time any discretionary across-the-board increase is granted to the City's exempt management employees ("management employees") covered by the Exempt Management Compensation Program. Employee's salary shall be payable in installments at the same time as other management employees of the City and in accordance with established City procedures.
- b. General Benefits. Except as may be otherwise provided herein, Employee shall be provided the compensation and benefits offered to all other department heads as provided for in the Exempt Management Compensation Program. As used herein, benefits include but are not necessarily limited to, vacation, sick leave, holidays,, retirement, health insurance, dental insurance, car allowance and life insurance.

5. REINSTATEMENT AS ASSISTANT CITY MANAGER

Notwithstanding anything to the contrary stated herein, during the term of this Agreement, Employee shall return to the position of and be reinstated as the ACM, or reinstated to another senior management level position within the City of Evanston at the same salary and benefits prior to the Interim City Manager role. when a permanent City Manager is hired. Upon her reinstatement as the ACM or reinstatement to a different position within the City of Evanston, she shall enjoy those benefits set forth in and be subject to the terms and conditions of the Exempt Management Compensation Program.

- a. In the event that Employee returns to the position of and is reinstated as the ACM for any reason hereunder, Employee's salary and benefits shall

be adjusted to match that which would have been in effect at the time she is so reinstated had she not entered into this Agreement and had, during the term of this Agreement, retained and performed the duties of her position as ACM. Any benefits or rights that she enjoyed as the Interim City Manager shall terminate upon her resumption of her ACM position.

6. TERMINATION AND RESIGNATION

Unless sooner terminated hereunder, Employee's employment as the Interim City Manager shall terminate on the Expiration Date. However, the parties may extend the term of this Agreement if, prior to the Expiration Date, the parties renew or extend this Agreement in writing. Except as is provided hereinafter, upon the City Council's termination of Employee's employment as Interim City Manager or immediately following the Expiration Date without this Agreement having been renewed or extended as aforesaid, Employee shall have the right and option to be reinstated to the position of ACM or reinstated to another senior management position with the same salary and benefits of the ACM.

- a. If Storlie's employment is terminated by action of the City prior to appointment of the new City Manager, Storlie shall receive a lump sum of cash payment in the amount of three (3) months of base salary. In addition, the City will continue all of Storlie's health benefits, including dependents, for a period of nine (9) months following termination. If Storlie leaves voluntarily, she will be entitled to compensation for accrued and unused vacation days, floating holidays, and sick days (up to 35 days), but she shall not receive any severance pay. Severance shall not be paid if it is determined by the City Council that termination is required by reason of the willful breach or habitual neglect of the duties that Storlie is required to perform under the terms of this Agreement; conviction of any felony; conviction of any crime involving moral turpitude.
- b. In the event Employee voluntarily resigns, she shall provide the city with 60 days notice in advance unless all parties otherwise agree. In said event, the City shall not be required to pay described severance benefit but shall pay accrued vacation and sick leave per the Exempt Management Compensation Program.

7. NOTICE

Notice pursuant to this Agreement shall be given by depositing said notice in the custody of the United States Postal Services, postage prepaid, certified mail return receipt requested, addressed as follows:

City of Evanston
Attn: Mayor
2100 Ridge Avenue
Evanston, IL 60201

Erika. Storlie
2100 Ridge Avenue
Evanston, IL 60201

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expunge net or judicial modification of the invalid provision.

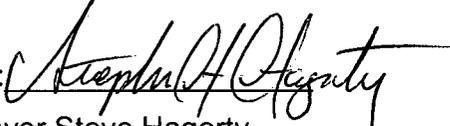
This Agreement contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument will be of no force or effect excepting a subsequent modification in writing signed by the City and Storlie.

IN WITNESS WHEREOF, the parties hereto have placed their hands and seals
this 29 day of September, 2019.

Erika Storlie

Sign: 

CITY OF EVANSTON

By: 
Mayor Steve Hagerty

ATTEST: 

City Clerk, Devon Reid

Eduardo Gomez, Deputy City Clerk