

## EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT is made and entered into as of the \_\_\_ day of July, 2017 ("Agreement"), by and between the Village of River Forest, State of Illinois, a municipal corporation, hereinafter called "EMPLOYER," and Eric Palm hereinafter called "EMPLOYEE," both of whom understand and agree as follows:

### WITNESSETH

WHEREAS, EMPLOYER desires to employ the services of EMPLOYEE as the Village Administrator of the Village of River Forest; and

WHEREAS, EMPLOYEE has the education, training and experience in local government management necessary to serve the Village of River Forest as its Village Administrator, and who, as a member of the International City Administrators Association, is subject to the Code of Ethics published by ICMA; and

WHEREAS, it is the desire of the Governing Body, hereinafter referred to as the "Village Board" or the "Board", to provide certain benefits, establish certain conditions of employment and to set working conditions of said EMPLOYEE; and

WHEREAS, EMPLOYEE desires to accept and continue his employment as Village Administrator of said Village of River Forest, Illinois.

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

#### 1. DUTIES

EMPLOYER hereby agrees to employ EMPLOYEE as Village Administrator of the Village of River Forest to perform the functions and duties specified by law and or municipal ordinance and to perform such other legally permissible duties and functions as the Village Board shall from time to time assign.

#### 2. TERM

- a. This Agreement shall remain in full force and effect through May 10, 2021.
- b. In the event the EMPLOYER does not notify EMPLOYEE, prior to the end of the Term hereof, of the EMPLOYER'S intention not to retain his services after the end of the Term hereof, all provisions of this Agreement shall continue in full force and effect after the end of the Term hereof, and the term hereof shall be extended, until such time as one of the following events occurs (hereinafter the "Extended Term"):
  - i. A written notice of termination is tendered to EMPLOYEE, setting forth a termination date no less than thirty (30) days after the date of the notice; or;

- ii. Thirty (30) days from the date a written offer is tendered to EMPLOYEE to retain his services as Village Administrator, under terms and conditions the same as or better than those set forth in this Agreement; or;
- iii. The passage of ninety (90) days but not more than one hundred twenty (120) days from the end of the Term hereof EMPLOYEE tenders his written resignation to the Village President.
- iv. In the case of "i" above, the severance provisions set forth in this Agreement shall apply effective as of the termination date. In the case of "ii" above, if said offer is not accepted by EMPLOYEE within thirty (30) days after receipt of same by him, this Agreement shall terminate, and the severance provisions set forth in this Agreement shall not apply. In the case of "iii" above, EMPLOYEE shall have the option to resign at any time after the passage of said ninety (90) days but before one hundred twenty days (120), the severance provisions set forth in this Agreement shall apply effective as of the resignation date.

### 3. GENERAL EMPLOYEE/EMPLOYER RIGHTS

The Village Board may terminate the services of EMPLOYEE at any time, subject to the provisions set forth in Section 7 of this Agreement. It is the intent of this Agreement that the Employee shall at all times serve at the pleasure of the Village Board. Nothing in this Agreement shall prevent, limit or otherwise interfere with the rights of the Village Board to terminate the employment of EMPLOYEE at any time subject only to the provisions set forth herein.

EMPLOYEE may resign at any time for any reason, subject only to the provisions set forth in Section 7 and Section 8 of this Agreement.

- a. The employment offered to EMPLOYEE by the EMPLOYER shall be the EMPLOYEE'S sole and exclusive employment, and the EMPLOYEE shall devote his full energies and efforts to the performance of his duties as Village Administrator of the Village of River Forest. EMPLOYEE agrees to remain in the exclusive employ of EMPLOYER while this Agreement is in effect and neither to accept other employment nor to become employed by any other Employer during the term hereof.
- b. Employer may suspend the Employee with full pay and benefits at any time during the term of this Agreement. Prior to any suspension, Employee shall be entitled to a hearing which may, in the Board's discretion, be held in executive session. EMPLOYEE shall have been given written notice setting forth any charges at least ten (10) days prior to such hearing, together with an opportunity to appear and respond to such charges. Any action to suspend Employee shall require the affirmative vote of at least four (4) members of the Village Board including the Village President as a member.