

ORDINANCE NO. 21 - 34

ORDINANCE TO APPROVE AND AUTHORIZE THE EXECUTION OF THE CHIEF OF POLICE'S EMPLOYMENT AGREEMENT FOR THE CITY OF OAKBROOK TERRACE, ILLINOIS

WHEREAS, the City of Oakbrook Terrace (the "City") is a home-rule unit of local government under Article VII, Section 6 of the 1970 Illinois Constitution and, except as limited by such Section, it may exercise any power and perform any function pertaining to its government and affairs;

WHEREAS, Section 3.1-30-5 of the Illinois Municipal Code (65 ILCS 5/3.1-30-5) authorizes the Mayor by and with the advice and consent of the City Council to appoint officers necessary to carry into effect the powers conferred upon the City;

WHEREAS, Sections 32.050 and 32.053 of the Code of Oakbrook Terrace, Illinois, establish the position of Chief Of Police as an officer of the City, to be appointed by the Mayor with the advice and consent of the City Council;

WHEREAS, Casey Calvello was duly appointed and has served as Chief Of Police commencing September 22, 2016, and at which time entered into an Employment Agreement providing certain benefits and establishing certain conditions of his employment with the City; and

WHEREAS, the City Council has reviewed the Chief of Police performance of his duties and has determined that his job performance merits changes to his employment benefits;

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Oakbrook Terrace, DuPage County, Illinois, as follows:

Section 1: The facts and statements contained in the preambles to this ordinance are found to be true and correct and are hereby adopted as part of this ordinance.

Section 2: It is hereby determined that it is advisable, necessary and in the public interest that the City enter into an Employment Agreement with Casey Calvello to provide for the compensation, terms and conditions of the office of Police Chief. The prior Employment Agreement with Casey Calvello, as amended, is hereby terminated as of the effective date of the new Employment Agreement.

Section 3: The Mayor shall be and is hereby authorized and directed to execute and the City Clerk shall be and is hereby authorized to attest on behalf of the City the Employment Agreement, a copy of which is attached hereto marked as Exhibit "A" and made a part hereof.

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EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this 12th day of November 2021, by and between the City of Oakbrook Terrace, a municipal corporation, (hereinafter referred to as the “City”), and Casey Calvello (hereinafter referred to as the “Employee”) (collectively from time to time referred to as the “Parties”).

WITNESSETH:

WHEREAS, the City is a home-rule unit of local government under Article VII, Section 6 of the 1970 Illinois Constitution and, except as limited by such section, it may exercise any power and perform any function pertaining to its government and affairs;

WHEREAS, the City desires to employ the services of the Employee as the Chief of Police of the City of Oakbrook Terrace effective as of November 22nd, 2016; and

WHEREAS, it is the desire of the City Council to provide certain benefits, establish certain conditions of employment and to set working conditions for the Employee;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the Parties agree as follows:

1. **Employment and Duties.** The City hereby employs the Employee, and the Employee hereby accepts the employment as the Chief of Police of the City in accordance with all the provisions of the Code of Oakbrook Terrace, Illinois, that relate to the performance of the duties of such position, as such provisions may be in effect from time to time, and in accordance with the terms of this Agreement. The Employee shall report to and be supervised by the City Administrator. The Employee shall perform such duties to the best of his ability in accordance with the highest professional and ethical standards of the profession and shall comply with all rules and regulations of the City related to the Employee’s employment. The Employee shall be a conservator of the peace.

2. **Employment Commencement and Term.** The Employee’s employment commenced on November 22, 2016, pursuant to the terms set forth in an Employment Agreement by and between the Employer and the Employee dated November 22, 2016 (the “Original Agreement”) This Employment agreement supersedes and voids the Original Agreement and all prior agreements, written or oral, between the Employer and Employee. This Employment Agreement shall be effective for the balance of the current term of the current Mayor; provided that the Employee serves at the pleasure of the City Administrator, Mayor and the City Council, and nothing in this Agreement shall prevent, limit, or otherwise interfere with the rights of the City Administrator, Mayor, and the City Council to terminate the employment of the Employee at any time, subject only to the provisions set forth herein. The Employee shall be considered an “at-will” employee of the City. The City may extend the term, which extension of the term shall be by appointment by the Mayor and confirmed by City Council. This Agreement shall remain in full force and effect until terminated by the City or the Employee as provided herein. Failure to extend the initial term shall constitute termination.

3. **Resignation.** Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position as Chief of Police, by giving a minimum of thirty (30) days' written notice to the City. The Employee shall be entitled to all salary and benefits, unused vacation days that accrued to the Employee through and including the effective date of his resignation so long as the Employee continues to perform his full-time duties for the City, exclusive of vacations days to which he is entitled and authorized sick leave and personal leave days. All compensation provided for in this Agreement shall cease upon the effective date of the Employee's resignation, provided that the Employee shall be entitled to continuation of health insurance benefits for thirty (30) days after the effective date, and then, the continuation of the health insurance benefits will be at the Employee's own expense.

4. **Termination and Severance Pay.**

A. In the event the Employee is terminated by the City without cause, The City agrees to compensate the Employee eight (8) weeks total compensation, including continuation of all benefits during the eight (8) weeks termination period ("Termination Period"). The compensation shall be paid immediately in consecutive monthly installments, each of which shall be equal to the total monthly salary and benefits due and payable to the Chief Of Police for the last full month of employment prior to the notice of termination. These payments shall continue as if the Chief Of Police had remained in City employment for the termination period, or until the Chief Of Police secures other full-time employment, whichever occurs first. The City shall provide sixty (60) days prior written notice of its decision to terminate this Employment Agreement. In consideration for, and as a condition precedent to provision of all benefits under this paragraph, Employee shall execute a general release releasing Employer from any and all causes of action, claims and demands which Employee might have against the Employer."

B. If the Employee is terminated for cause, which shall include, but not be limited to: (a) conviction of any felony involving dishonesty or moral turpitude; (b) conviction of any misdemeanor involving dishonesty that results in a traceable and identifiable detrimental financial impact upon the City, but excluding any other misdemeanor or petty offense such as a traffic violation or infraction; (c) conviction of any criminal act relating to the Employee's employment with the City and/or affecting the ability of Employee to carry out the duties and responsibilities of the position of Chief of Police; (d) conduct, relating to City employment, which, while not criminal in nature, violates the City's Personnel Manual, the rules and regulations of the Police Department or other reasonable standards of professional and personal conduct in some substantial manner; (e) a breach of this Agreement; (f) mental or physical unfitness that prevents the Employee from carrying out the essential functions and/or duties of the position of Chief of Police; or (g) failure to satisfactorily perform the duties and responsibilities of the position of Chief of Police, then the City shall not be obligated to make any severance payment to the Employee.

C. Upon the termination of the Employee's employment with the City,

regardless of cause therefor, the Employee shall promptly surrender to the City all property provided to him by the City for use in relation to his employment.

5. **Salary.** The City agrees to pay the Employee, for his services rendered pursuant hereto, an annual base salary of One Hundred Forty-One Thousand, Seven Hundred Twenty-Nine and No/100 Dollars (\$141,729.00), payable at the same time as other employees of the City are paid. Upon the one-year anniversary of the commencement of the term of this Agreement, the City shall increase the Employee's base salary in an amount at least equal to the general pay increase, if any, for other non-represented employees of the City.

6. **Other Benefits.**

A. **Automobile Allowance.** The Employee shall use his own personal vehicle for use. The City shall pay fuel, vehicle washes, and the replenishment of funds for an I-Pass transponder.

B. **Use of Laptop and Cell Phone.** The City agrees to provide the Employee with a [laptop] computer and cell phone at the City's expense. The Employee shall use said cell phone and [laptop] computer in accordance with City policies regarding such use.

C. **Health and Life Insurance.** The City shall provide for the Employee such health and life insurance as are provided for all employees of the City, and on the same terms and conditions as such benefits are provided to such employees.

D. **Vacation, Sick Leave, Holidays, and Personal Days.** The Employee shall be entitled to Twenty-Five (25) days of vacation time annually for each year of this Agreement. Accumulated vacation shall not be carried over without the express permission of the City M. The Employee shall be provided with all other leave benefits as are provided by the City to all other non-represented employees of the City, including, but not limited to, sick leave, personal days, paid holidays, and floating holidays.

E. **Retirement and Pension Contributions.** The City shall make all retirement and pension contributions required by law for the Employee.

F. **Business Expenses.** The City agrees to reimburse the Employee for all job-related expenses that are documented in accordance with the City's standards for expense reimbursement.

G. **Dues and Subscriptions.** Subject to budget approval by the City, the City agrees to pay for the reasonable professional dues and subscriptions of the Employee for his membership and participation in national, statewide, and local professional municipal management associations and organizations, and such membership and participation is encouraged for his continued professional growth and advancement in municipal management for the benefit of the City.

H. **Professional Development.** Subject to budget approval by the City, the City hereby agrees to pay the reasonable travel and subsistence expenses of the Employee for approved law enforcement meetings and events to provide for his continued professional growth and advancement in law enforcement, and to pursue adequately necessary official and other functions of the City. The City also agrees to pay for the travel and subsistence expenses of the Employee for professional law enforcement courses, institutes and seminars that benefit the City.

7. **Hours.** The City Administrator shall establish a normal work schedule for the Employee. However, it is recognized that the Employee will devote significant time outside normal office hours to the business of the City. The Employee shall devote his full-time energies and efforts to the performance of his duties. The Employee shall attend meetings of the City Council and such meetings of committees, boards and commissions of the City as directed from time to time by the Mayor and/or City Administrator or as may be necessary for the efficient administration of the City's business. The parties recognize that the position is executive/administrative in nature and that the Employee will be exempt from the provisions relating to overtime payment and compensatory time under the Fair Labor Standard Act.

8. **Residency.** During the term of this Agreement, the City will not require the Employee to live within the City limits of the City, regardless of whether such a requirement is instituted for other employees at any time.

9. **Evaluation.** On or before November 22nd, 2021, the Mayor shall provide the Employee with a written performance review, including an assessment of his performance and satisfactory completion of goals and objectives mutually agreed upon between the Parties. Thereafter, on or before November 22nd of each subsequent year during the term of this Agreement that the Employee is employed, the Mayor shall provide the Employee with an annual written performance review.

10. **Exclusivity.** During the terms of this Agreement, the Employee shall remain in the sole and exclusive employ of the City and shall not accept other employment or become employed by any other employer without the prior written approval of the City Administrator.

11. **Taxes.** The City and the Employee agree to be responsible for any required federal, Illinois or local taxes, as applicable, which they are respectively obligated to pay on all compensation received by the Employee under this Agreement, whether such taxes are to be paid by legally required payroll withholding or otherwise.

12. **Confidentiality.** The Employee shall hold in a fiduciary capacity for the benefit of the City all information, knowledge or data of the City, its business and its operations obtained by the Employee during his employment, which is not subject to disclosure under the provisions of the Illinois Freedom of Information Act (5 ILCS 140/1-11 *et seq.*), court order or subpoena and which is not generally known to the public. The Employee shall not disclose or make use of, for his own benefit, for the benefit of another or for the benefit of any entity, other than a law enforcement agency in the course of a law enforcement proceeding, any confidential information, knowledge or data of the City, its business or its operations which is not subject to disclosure under the provisions

of the Illinois Freedom of Information Act (5ILCS 140/1-11 *et seq.*) and which is not generally known to the public.

13. Official Bond. Pursuant to Sections 5-3-8 and 5-3-9 of the Illinois Municipal Code (65ILCS 5/5-3-8 and 5-3-9) and Section 32.140 of the Code of Oakbrook Terrace, Illinois, the Employee shall execute and file with the City Clerk a bond with a surety company authorized to do business in Illinois under the laws of Illinois, payable to the City in the amount of Ten Thousand Dollars (\$10,000) conditioned upon the faithful performance of the duties of the office of Chief of Police of the City and the payment of all monies received by the Employee, according to law and the ordinances of the City. The bond may provide that the obligation of the sureties shall not extend to any loss sustained by the insolvency, failure, or closing of any bank or savings and loan association organized and operating either under the laws of the state or the United States in which the officer has placed funds in the officers' custody if the bank or savings and loan association has been approved by the corporate authorities as depository for those funds. Security may be provided wither by personal or corporate surety. If security is provided by a corporate surety, only one surety shall be required. A personal surety may be any elector residing within the city owning property having a value at least equal to the face amount of the bond. If a bond is executed by a surety or sureties as provided for in this section, the requirement as to the approval of the corporate authorities as to the security of the bond shall have been deemed satisfied. Pursuant to Section 1 of the Official Bond Payment Act (5ILCS 270/1) and Sections 5-3-8 and 5-3-9 of the Illinois Municipal Code (ILCS 5/5-3-8 and 5-3-9), the City shall pay the full cost of the bond.

14. Entire Agreement. This Agreement represents the entire agreement between the parties concerning the Employee's employment with the City and supersedes all prior negotiations, discussions, understandings, and agreements, whether written or oral, between the Employee and the City or any representative of the City relating to the subject matter of this Agreement. No provision of this Agreement may be amended or waived unless such amendment or waiver is agreed to by the Employee and the City Council, set forth in writing and signed by the Employee and the City.

15. Other Terms and Conditions of Employment. The City, upon mutual agreement with Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Code of Oakbrook Terrace, Illinois, or any other state or federal law.

16. Notices. All notices, demands or other communications of any kind to be given or delivered under this Agreement shall be in writing and shall be deemed to have been properly given if delivered in person, by a nationally recognized overnight courier service, by certified United States Mail, return receipt requested and first-class postage prepaid, or by confirmed facsimile transmission. Such communications shall be sent to the parties at their respective addresses as follows:

If to the Employee:
Mr. Casey Calvello
1609 Darien Club Drive
Darien, IL 60561

If to the City:
Mayor
City of Oakbrook Terrace
17W275 Butterfield Road
Oakbrook Terrace, IL 60181
Phone: 630- 941-8300, Ext. 308
Fax: 630- 941-7254

with a copy to:
Richard J. Ramello
Storino, Ramello & Durkin
9501 West Devon Avenue, Suite 800
Rosemont, IL 60018

Either party may change such address for delivery to the other party by delivery of a notice in conformity with the provisions of this Section specifying such change.

17. **Severability.** If any provision of this Agreement or the application of any such provision to any Party shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement shall not be affected; and each remaining provision of this Agreement shall be considered valid and shall be enforced to the fullest extent permitted by law.

18. **Indemnification.** The City shall indemnify the Employee in accordance with the provisions of §32.005 of the Code of Oakbrook Terrace, Illinois. The City shall have the right to compromise and settle any claim or suit for which the City is providing indemnification to the Employee.

19. **Jurisdiction and Applicable Law.** This Agreement shall be governed and interpreted in accordance with the laws of the State of Illinois, and jurisdiction for any disputes shall be only in the Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois.

20. **Certificate of Appointment.** The Certificate of Appointment of the Employee as Chief of Police of the City is attached hereto as Exhibit "A" and made a part hereof.

21. **Oath of Office.** The Oath of Office of the Employee as the Chief of Police of the City is attached hereto as Exhibit "B" and made a part hereof.

22. **Warrant of Commission.** The Warrant of Commission of the Chief of Police as the Chief of Police of the City is attached hereto as Exhibit "C" and made a part hereto.

23. **Captions.** The captions at the beginning of the several sections are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

24. **Assignment.** This Agreement shall be deemed to be exclusive between the City and

the Employee. This Agreement shall not be assigned by either party without first obtaining permission in writing from the other party.

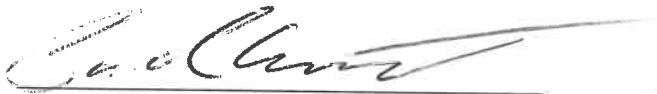
25. Effective Date. This Agreement shall be effective on the date that the last signatory signs the Agreement. If any of the signatories to this Agreement shall fail to execute this Agreement, it shall be null and void in its entirety.

IN WITNESS WHEREOF, the City Council has approved this Agreement and authorized it to be signed on the City's behalf by the Mayor and duly attested by the City Clerk, and the Employee has signed this Agreement by adding his name hereto.

City:
City of Oakbrook Terrace

Employee:
Casey Calvello


By:


Paul Esposito, Mayor


Casey Calvello

Attest:

By:


Michael Shadley, City Clerk

Section 4: This ordinance shall be in full force and effect upon its passage and approval in accordance with law.

ADOPTED this 9th day of November 2021, pursuant to a roll call vote as follows:

AYES: Fitzgerald, Barberi, Greco, Beckwith, Rada, Vlach

NAYS: None

ABSENT: None


ABSTENTION: None

APPROVED by me this 9th day of November 2021.



Paul Esposito, Mayor of the City of
Oakbrook Terrace, DuPage County, Illinois

ATTESTED and filed in my office,
this 9th day of November 2021.



Michael Shadley, Clerk of the of the City
of Oakbrook Terrace, DuPage County, Illinois