

EMPLOYMENT AGREEMENT

WHEREAS, the City of Evanston ("City") desires to employ Erika Storlie ("Storlie") as City Manager, under the terms and conditions hereinafter set forth;

NOW, THEREFORE, IT IS AGREED by and between the parties as follows:

1. In accordance with Evanston City Code ("ECC") § 1-8-1, the City of Evanston employs Storlie in the position of City Manager at an annual salary of \$225,000 per year. This annual salary is effective October 20, 2020, and any retroactive salary amounts owed to Storlie will correspond to this effective date. This amount may be adjusted as provided below. Unless otherwise provided in this Agreement, or by other City action, Storlie will devote her full time and energies to perform the functions and duties specified by statute and relevant City Ordinances and resolutions of City Manager, and to perform such other legally permissible and proper duties and functions as City may from time to time assign. The City will not interfere with the execution of the City Manager's powers and duties as provided by the Evanston City Code (including, without limitation, Section 1-8-1, *et seq.*) or other applicable law. Storlie is expected to conform to the ICMA Code of Ethics and must comply with Title 1, Chapter 8 of the Evanston City Code.

2. This Agreement becomes effective on October 20, 2020. In accordance with Section 1-8-1 of the City of Evanston Code, unless terminated, the term of this Agreement is indefinite.

3. The City Council shall conduct an annual evaluation of Storlie's performance in writing in conjunction with a Merit Review or COLA per City policy. Any adjustment in salary shall be made following such evaluation and shall become effective

on her most recent anniversary date or such other date hereinafter as the City may specify. The evaluation shall be in accordance with specific criteria developed jointly by the City and Storlie. Said criteria may be added or deleted as may be determined by the City in consultation with Storlie.

4. Storlie shall participate in the Illinois Municipal Retirement Fund in accordance with applicable law. Storlie shall contribute such portion of her salary as required by applicable law, and the City shall contribute on Storlie's behalf in accordance with applicable law.

5. In addition to the salary hereinabove provided, the City shall pay on Storlie's behalf deferred compensation in the amount of 8% of her annual salary to a qualified tax deferred plan funded bi-weekly via the standard payroll schedule.

6. The City shall continue to provide Storlie with the car allowance and cell phone stipend she is currently receiving at the same level as Department Directors.

7. The City shall provide health insurance, including medical, dental, and vision, for Storlie and her eligible dependents in accordance with the plans offered to other full-time executive staff employees of the City. Storlie will pay the applicable monthly contribution for such health coverage. The City shall pay for term life insurance insuring Storlie's life, with a beneficiary to be named by Storlie, in an amount equal to two times (2x) Storlie's annual salary.

8. Sick leave shall be accrued at the rate of one sick day per month in accordance with the sick leave program offered to executive staff members as set forth in the appendix to this Agreement.

9. Storlie shall continue to accrue annual vacation in the amount of five (5) weeks per year and floating holidays consistent with other full-time executive staff employees of the City.

10. If the City adopts the Retirement Health Savings Plan (R.H.S.P.) as an additional benefit for the Chief of Police or any other department director, Storlie shall be entitled to participate in the plan in accordance with the terms and conditions thereof.

11. Storlie shall maintain a residence in Evanston throughout the duration of her employment as City Manager.

13. If Storlie's employment is terminated by action of the City, Storlie shall receive a lump sum of cash payment as severance pay in the amount of twenty (20) weeks of compensation. Compensation is inclusive of annual salary, contributions to deferred compensation, and any annual allowances or stipends. Storlie can opt to substitute any or all of the lump sum cash payment to cover the cost of continued health benefits. If Storlie leaves voluntarily, she will be entitled to compensation for accrued and unused vacation days, floating holidays, and 50% of sick 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; or conviction of any crime involving moral turpitude. In the event Storlie 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 Storlie all accrued unused vacation days, floating holidays, and 50% of all sick days.

14. The City shall pay reasonable annual dues to professional organizations such as (but not limited to) ICMA, ILCMA, and local chapter meetings of any such organization, as determined by Storlie. The City shall pay expenses for professional development and related travel expenses for one national and one state conference as well as expenses for local professional development opportunities. All other expenses of membership are to be borne by Storlie.

15. Beyond that required under Federal, State or Local law, the City shall defend, save harmless and indemnify Storlie against any tort, professional liability claim or demand or other legal actions, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Storlie's duties as City Manager or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities, unless the loss resulted from Storlie's willful acts, gross negligence, or criminal acts. Storlie may request and the City shall not unreasonably refuse to provide independent legal representation at the City's expense and the City may not unreasonably withhold approval. Legal representation, provided by the City for Storlie, shall extend until a final determination of the legal action including any appeals brought by either party. The City shall indemnify Storlie against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorneys' fees, and any other liabilities incurred by, imposed upon, or suffered by Storlie in connection with or resulting from any claim, action, suit or proceeding, actual or threatened, arising out of or in connection with the performance of her duties. Any settlement of any claim must be made with prior approval of the City in order for indemnification, as provided in

this Section, to be available. The Parties agree that this Section will survive the termination of this Agreement and Storlie's employment. The City's obligations under this Section apply whether Storlie is or is not employed by the City at the time any such claim, demand, action, loss or charge is made or occurs, as the case may be so long as the action giving rise to the claim occurred during the time Storlie was employed by the City.

16. The City shall bear the cost of any fidelity or other bonds required of Storlie under any law or ordinance.

17. 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.

18. 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.

19. This Agreement may be changed or amended by the mutual written consent of the City and Storlie. Any benefits to Storlie under this Agreement may be increased or added to by motion of the City Council without formal amendment to the Agreement.

20. 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 seal this 19th day of October, 2020.

ERIKA STORLIE

CITY OF EVANSTON

Erika Storlie

Stephen H. Hagerty

Mayor Stephen H. Hagerty

ATTEST:



City Clerk

TITLE	Storlie Employment Agreement
FILE NAME	Storlie CM Contract 10-2020.pdf
DOCUMENT ID	3a6cc903e1faf737e98607c8596bb938dfd2062f
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

Document History



SENT

10 / 20 / 2020

09:04:33 UTC-6

Sent for signature to Erika Storlie (estorlie@cityofevanston.org), Steve Hagerty (shagerty@cityofevanston.org) and Devon Reid (dreid@cityofevanston.org) from lthomas@cityofevanston.org
IP: 66.158.65.76



VIEWED

10 / 20 / 2020

16:50:39 UTC-6

Viewed by Erika Storlie (estorlie@cityofevanston.org)
IP: 73.9.13.138



SIGNED

10 / 20 / 2020

16:50:56 UTC-6

Signed by Erika Storlie (estorlie@cityofevanston.org)
IP: 73.9.13.138



VIEWED

10 / 20 / 2020

17:45:52 UTC-6

Viewed by Steve Hagerty (shagerty@cityofevanston.org)
IP: 168.93.161.250



SIGNED

10 / 20 / 2020

17:47:56 UTC-6

Signed by Steve Hagerty (shagerty@cityofevanston.org)
IP: 168.93.161.250

TITLE	Storlie Employment Agreement
FILE NAME	Storlie CM Contract 10-2020.pdf
DOCUMENT ID	3a6cc903e1faf737e98607c8596bb938dfd2062f
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

Document History

**10 / 20 / 2020**
18:03:21 UTC-6Viewed by Devon Reid (dreid@cityofevanston.org)
IP: 69.243.146.193**10 / 20 / 2020**
18:03:47 UTC-6Signed by Devon Reid (dreid@cityofevanston.org)
IP: 69.243.146.193**10 / 20 / 2020**
18:03:47 UTC-6

The document has been completed.