

EMPLOYMENT AGREEMENT FOR SUPERVISOR OF ASSESSMENTS

THIS AGREEMENT is made and entered into this 9th day of May, 2011, by and between the **COUNTY OF UNION, ILLINOIS**, a body politic and corporate (the “County”), and **TAMMY ROBINSON**, of 16860 Old Frankfort Road, Johnston City, Williamson County, Illinois, (the “Employee”, and together with County, the “Parties”).

In consideration of the mutual promises, covenants and agreements herein contained, intending to be legally bound, the Parties agree as follows:

1. **EMPLOYMENT** – The County hereby agrees to employ Employee, and Employee hereby agrees to serve, subject to the provisions of the Agreement, as an employee of the County in the position of Supervisor of Assessments. Employee will perform all services and acts reasonably necessary to fulfill the duties and responsibilities of the position of Supervisor of Assessments including, but not limited to, the following:

- (a) Evaluate, assess and appraise all real property within the County in a timely manner and as directed by the Board of Commissioners of Union County, Illinois, (the “Board”);
- (b) Completely and efficiently perform such other duties as are defined and required by the laws of the State of Illinois; and
- (c) Maintain any and all qualifications, certificates and/or licenses as are necessary to fulfill her duties and shall receive any and all additional training as is required by law, throughout the term of this Agreement.

2. **TERM** – The term of this Agreement shall be for a period of FOUR (4) YEARS, beginning on the 9th day of May, 2011, and running through the 9th day of May, 2015; provided,

however, this Agreement shall terminate prior to 9th day of May, 2015 upon the occurrence of any of the following:

- (a) Resignation of the Employee; or
- (b) Termination of this Agreement by agreement of the Parties; or
- (c) November 30 of a year in which a Supervisor of Assessments has been elected for the County at the General Election; or
- (d) a 2/3 vote by the Board, pursuant to 35 ILCS 200/3-5, to dismiss the Employee for misfeasance, malfeasance or nonfeasance in the performance of the Employee's duties of the office of Supervisor of Assessments; provided, however, upon the occurrence of such 2/3 vote, the Board shall specify its reasons for the dismissal in writing. Within twenty-one (21) days of the dismissal, the Employee may request a hearing before the Board and the Board shall then conduct a hearing within thirty (30) days of a timely request, and may, in its discretion, reverse the dismissal by a vote of a majority of the members present. or
- (e) The date on which the Employee has engaged in conduct that constitutes Cause (as defined in this Section), and after the county has provided the Employee with notice of termination for Cause.

For purposes of this Agreement, "Cause" will mean the occurrence of any of the following events, as reasonably determined by the Board:

- (i) Employee's willful and continued refusal to substantially perform her duties hereunder; or

- (ii) Employee's conviction of a felony, or her guilty plea to or entry of a nolo contendere plea to a felony charge; or
- (iii) Employee's breach of any material term of this Agreement or of the County's written policies and procedures, as in effect from time to time; provided, however, such termination for Cause will only be effective if the conduct constituting Cause is not cured by Employee within five (5) days of receipt by Employee of written notice specifying in reasonable detail the nature of the alleged breach.

3. **SALARY and BENEFITS** – The Employee shall be paid an annual salary to be determined by the Board, as set forth in the annual budget, provided that said shall not be less than the amounts provided for in accordance with 35 ILCS Section 200/3-40 and, in no event, shall the annual salary of the Employee be less than forty-four thousand dollars (\$44,000).

The County shall provide the Employee with a vehicle to be used solely in performing her duties under this Agreement. In the alternative, the Employee may be reimbursed for use of the Employee's personal vehicle in performing her duties under this Agreement. Reimbursement shall be at the approved Internal Revenue Service mileage rate effective at the time of such use of the Employee's personal vehicle.

Employee shall receive any and all insurance benefits, Social Security benefits, and I.M.R.F. or other retirement benefits as are provided to all other County employees.

4. **HOURS OF EMPLOYMENT** – Employee shall be required to devote a sufficient number of hours per week to satisfactorily perform her duties as described herein; provided, however, Employee shall work, or otherwise account for, a minimum of 35 hours per week.

5. **VACATION, SICK LEAVE and HOLIDAYS; RECORDKEEPING** – Employee shall be entitled to fifteen (15) days of vacation per year during the term of this Agreement. Employee shall be allowed to carryover unused vacation time for one (1) year. All unused vacation time not used during the following year shall forever be forfeited.

Employee shall receive sick leave at the rate of one (1) day per month, or twelve (12) days per year. Upon retirement or resignation, up to ninety (90) days of any accumulated sick days shall be paid to the Employee. Any remaining sick days, up to a total of two-hundred forty (240) sick days, shall be used towards I.M.R.F. service credit.

Employee shall receive the same recognized holidays as other County employees who are not covered by a collective bargaining agreement with the County.

Employee shall keep an accurate record of days worked, vacation days, sick days and shall otherwise account for a minimum of 35 hours per week. Employee shall make this record available to the Board upon request.

6. **SUPERVISOR'S OFFICE EMPLOYEES** – Employees of the County that perform services for the Union County Office of the Supervisor of Assessments shall be hired by the Employee subject to majority vote by the Board.

7. **EQUIPMENT and PERSONNEL** – The Board shall provide for the Union County Office of Supervisor of Assessments all equipment and personnel reasonably required as determined by the Board, consistent with the financial condition of the County and upon consultation with the Employee.

8. **COUNTY BOARD MEETINGS** – Employee shall attend meetings of the Board as scheduled and requested by the Board and provide the Board with any and all requested information and reports.

9. **AMENDMENT, MODIFICATION AND WAIVER** – No provision of this Agreement may be amended or waived unless such amendment or waiver is agreed to in writing, signed by Employee and by the Chairman of the Board. The failure of either party to this Agreement to enforce any of its terms, provisions or covenants will not be construed as a waiver of the same or of the right of such party to enforce the same. Waiver by either party hereto of any breach or default by the other party of any term or provision of this Agreement will not operate as a waiver of any other breach or default.

10. **SEVERABILITY** – In the event that any one or more of the provisions of this Agreement will be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remainder of the Agreement will not in any way be affected or impaired thereby. Moreover, if any one or more of the provisions contained in this Agreement will be held to be excessively broad as to duration, activity or subject, such provisions will be constructed by limiting and reducing them so as to be enforceable to the maximum extent allowed by applicable law.

11. **SURVIVORSHIP** – The respective rights and obligations of the parties hereunder will survive any termination of this Agreement to the extent necessary for the intended preservation of such rights and obligations.

12. **EACH PARTY THE DRAFTER** – This Agreement and the provisions contained in it will not be construed or interpreted for or against any party to this Agreement because that party drafted or caused that party's legal representative to draft any of its provisions.

13. **GOVERNING LAW** – This Agreement will be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflicts of law principles.

14. **HEADINGS** – All descriptive headings of sections and paragraphs in this Agreement are intended solely for convenience, and no provision of this Agreement is to be construed by reference to the heading of any section or paragraph.

15. **COUNTERPARTS** – This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

COUNTY OF UNION, ILLINOIS

EMPLOYEE

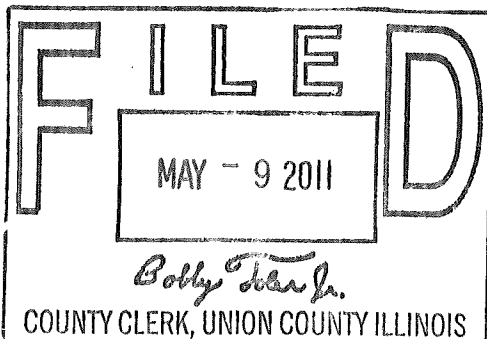
By: *Randy Lambdin*
RANDY LAMBDIN
Chairman, Board of Commissioners

Tammy Robinson
TAMMY ROBINSON

ATTEST:

(SEAL)

Bobby Toler Jr.
BOBBY TOLER, JR.
County Clerk



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COUNTY OF UNION, ILLINOIS

EMPLOYEE

By: *Randy Lambdin*
RANDY LAMBDIN
Chairman, Board of Commissioners

Tammy Robinson
TAMMY ROBINSON

ATTEST:

(SEAL)

Bobby Toler Jr.
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