

**RESOLUTION 20-34**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE  
AN EMPLOYMENT AGREEMENT WITH THE CHIEF OF POLICE**

**WHEREAS**, the Mayor and Village Staff have engaged in a process for the selection of Police Chief, and

**WHEREAS**, the Village Board has considered the prevailing trend to enter into employment contracts with administrators and police chiefs as additional, and important, incentives to ensure that highly qualified and highly performing individuals are retained in these critical positions of public trust, and

**WHEREAS**, the Village Board finds that Geoffrey Guttschow is a highly qualified individual for the position with the Village as Police Chief, and

**WHEREAS**, the Village Board finds that entering into employment contracts with Mr. Guttschow at the present time is appropriate and necessary to ensure his service to the community and to foster his improvement in the extremely important position of Police Chief, particularly since he has long served as a sworn officer in the Antioch Police Department and Illinois state laws give him the right to return to his sworn rank in the event he leaves or is removed from the appointed position of Chief of Police, all of which is better explained in clear provisions within an employment agreement, and

**WHEREAS**, attached as Exhibit A is an employment agreement for Mr. Guttschow, in forms negotiated with him by the Village Administrator, which are found to be in substance and form appropriate for the purposes aforesaid and in the best interests of the Village, its citizens and taxpayers,

**NOW THEREFORE, BE IT RESOLVED** by the Village of Antioch, Lake County, Illinois, as follows:

**SECTION ONE:** The Mayor and Clerk are authorized and directed to execute an employment agreement for Geoffrey B. Guttschow, Police Chief, in the form attached as Exhibits A hereto.

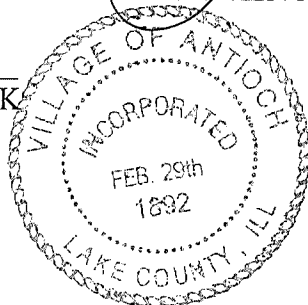
**SECTION TWO:** This resolution shall take effect immediately upon passage.

PASSED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF ANTIOCH, ILLINOIS, ON THIS 10<sup>TH</sup> DAY OF AUGUST, 2020.

ATTEST:

  
LORI K. ROMINE, VILLAGE CLERK

  
LAWRENCE M. HANSON, MAYOR



# **AGREEMENT FOR TERMS, CONDITIONS AND BENEFITS OF EMPLOYMENT**

This Agreement made and entered into this 10th day of August, 2020, by and between the Village of Antioch, an Illinois municipal corporation (hereinafter called "EMPLOYER" or "Corporate Authorities of the Village"), and Geoffrey B. Guttschow (hereinafter called "EMPLOYEE"), both parties agreeing, as follows:

WHEREAS, the EMPLOYER desires to employ the services of the EMPLOYEE as Chief of Police of the Village of Antioch in accordance with the provisions of Title 1, Chapter 6A of the Antioch municipal Code, as amended, the Village of Antioch Personnel Policy Manual dated November 6, 2006, as amended, and this Employment Agreement; and

WHEREAS, the EMPLOYEE desires to be employed as Chief of Police of the Village of Antioch in accordance with the provisions of Title 1, Chapter 6A of the Antioch Municipal Code, as amended, the Antioch Personnel Policy Manual dated November 6, 2006, as amended, and this Employment Agreement; and

WHEREAS, the parties acknowledge and agree that EMPLOYEE is currently, and has long been, an employee of the Village of Antioch, serving in the capacity of a sworn officer of the Antioch Police Department, currently holding the rank of sergeant thereof and assigned to the position of Commander; and

WHEREAS, the parties further acknowledge and agree that the provisions of all applicable Illinois statutes, including specifically, but without limitation, 65 ILCS 5/10-2.1-17, describe and govern the processes whereby a sworn officer may be disciplined or discharged, including situations where the sworn officer is appointed to the position of Chief of Police, and that all provisions of this Agreement must be construed in accordance with those statutes and the published court decisions interpreting them;

NOW, THEREFORE, IN CONSIDERATION OF the payment of money, and the making of the mutual covenants and promises set forth below, the receipt and sufficiency of which is acknowledged, the parties agree, as follows:

1. INCORPORATION OF RECITALS. Each of the foregoing recitals are incorporated by reference into this Section 1 as substantive terms of this Agreement.
2. CONTINUATION OF EMPLOYMENT AND DUTIES. The EMPLOYER and EMPLOYEE agree to the continued employment of the EMPLOYEE, who will serve as the duly appointed Chief of Police, in the position of Chief of Police of the Village of Antioch under the terms, conditions and provisions set forth in Title 1, Chapter 6A of the Antioch Municipal Code, as amended, the Village of Antioch Personnel Policy Manual dated November 6, 2006, as amended and this Employment Agreement. The EMPLOYEE agrees that the term "employee benefits" does not include the right to receive progressive discipline prior to his discharge and he waives any and all claims to a contract right of employment having been created by the current or any past versions of the EMPLOYER'S Personnel Manual.

3. TERM. The EMPLOYEE shall serve as the duly appointed Chief of Police for an indefinite term.

The EMPLOYEE acknowledges that in the position of Chief of Police he shall serve at the pleasure of the Corporate Authorities of the Village, subject to the appointment and ratification provisions of section 1-6A-2 of the Antioch Municipal Code. Further, the EMPLOYER and EMPLOYEE acknowledge that the appointment relationship will be one of employment-at-will, and notwithstanding anything to the contrary set forth in this Agreement, in the Village's Municipal Code, as amended, or in the Personnel Manual, as amended, the EMPLOYER may terminate the appointment of the EMPLOYEE at any time and for any reason, with or without Cause (as such term is defined below), subject to the EMPLOYER'S obligations set forth in this Agreement.

Nothing in the Agreement shall prevent, limit or otherwise interfere with the right of the EMPLOYEE to terminate his appointment with the EMPLOYER by resigning at any time from his position as Chief of Police, subject only to the provisions herein. In the event of such resignation, the employee shall not be entitled to receive the severance pay provided for in this Agreement.

"Cause" Defined. "Cause" means: (i) willful malfeasance or willful misconduct by EMPLOYEE in connection with his employment; (ii) EMPLOYEE'S gross negligence in performing any of the duties under this agreement; (iii) EMPLOYEE'S being found guilty of any felony, or EMPLOYEE'S being found guilty of any misdemeanor involving dishonesty, a drug related offense or moral turpitude, or EMPLOYEE'S being convicted of any other misdemeanor (i.e., with a judgment of conviction being entered rather than an order of supervision being entered), but excluding any misdemeanor or petty offense which relates to a traffic violation (other than a misdemeanor DUI while operating a Village-owned vehicle) or infraction; (iv) EMPLOYEE'S willful breach of any written policy applicable to all employees adopted by EMPLOYER; or (v) a material breach by EMPLOYEE of any of the terms of this Agreement. In the event the EMPLOYEE is terminated for Cause, the Employee shall not be entitled to receive the severance pay provided for in this Agreement.

4. TERMINATION WITHOUT CAUSE. In the event the appointment of the EMPLOYEE is terminated by the EMPLOYER without Cause, the EMPLOYEE may choose to remain in his sworn position as a sergeant of the Antioch Police Department, and he shall then receive no severance payment, but shall receive the continuing salary, seniority and other benefits then provided by the Collective Bargaining Agreement that is applicable to such ranked officers.

Alternatively, the EMPLOYEE may elect to sever his employment at this point and in such event, the EMPLOYER agrees to pay the EMPLOYEE a lump sum severance payment calculated as set forth below plus any accrued employee benefits the EMPLOYEE is entitled to under Section 2 above and under the Personnel Manual; provided, that the EMPLOYEE signs and does not revoke a Resignation and Severance Agreement and Release Of All Claims referred to below.

The lump sum severance payment shall be calculated as the EMPLOYEE'S base salary multiplied by 4 weeks for each 6 months of continuous service to the EMPLOYER, subject to a maximum of 12 weeks. The rate of severance accrual shall not be prorated but earned only at the 6 month interval milestones.

In addition to the foregoing severance payment, the EMPLOYER will provide to

the EMPLOYEE for a three (3) month period, health and life insurance benefits under the same terms as provided under the Personnel Manual, at no cost to the EMPLOYEE, except for taxes where required and applicable; provided that the EMPLOYEE signs and does not revoke the Resignation and Severance Agreement and Release Of All Claims referred to below.

In consideration for, and as a condition precedent to the payment of severance benefits payable under this Paragraph 4, EMPLOYEE shall be required to execute a Resignation and Severance Agreement and Release Of All Claims in a form determined by the EMPLOYER releasing EMPLOYER from any and all causes of action, claims and demands (whether choate or inchoate, and whether arising under federal, state or common law) which EMPLOYEE may have against the EMPLOYER and return the executed document to the EMPLOYER.

The lump sum severance payment shall be paid to EMPLOYEE one (1) business day after the expiration of the seven (7) calendar day revocation period for revoking a severance and release of claims agreement as provided under the Age Discrimination in Employment Act, as amended. In the event the EMPLOYEE fails to approve or revokes his approval of the Resignation and Severance Agreement and Release of All Claims, the EMPLOYEE shall not be entitled to receive and the EMPLOYER shall not be obligated to pay the lump sum severance payment or any other severance benefits set forth above in this Paragraph 4.

5. TERMINATION WITH CAUSE OR RESIGNATION. In the event the EMPLOYEE is terminated with Cause or Resigns (from both his appointed position as Chief of Police and his sworn position as sergeant of police), the EMPLOYEE will not receive severance pay or other benefits described in paragraph 4 above. EMPLOYEE will, however, be entitled to receive all accrued benefits, vacation time, sick time and other benefits routinely available under the Personnel Manual.

In addition thereto, upon any severance of employment, EMPLOYEE shall further receive all COBRA insurance continuation rights and other benefits provided for by state or federal law.

6. SALARY. The EMPLOYER agrees to pay EMPLOYEE for his services rendered pursuant to this Agreement an annual base salary of \$130,000, effective as of August 10, 2020. Salary is payable in installments at the same time as other Department Heads/Group Directors of the EMPLOYER are paid and adjusted from time to time as the parties may agree to in writing.
7. AUTOMOBILE USAGE. The Chief of Police shall be assigned a department issued take home squad per current practice.
8. UNIFORM ALLOWANCE. The Chief of Police shall receive an initial annual clothing allowance of \$1000 and then an annual clothing allowance of \$850 thereafter to be used during the calendar year with no rollover.
9. CELL PHONE. The Employee shall be provided a cellular phone by the EMPLOYER for usage pertaining to Village business. The EMPLOYEE shall be granted personal use of the EMPLOYER provided cellular phone.
10. LONGEVITY. Nothing herein shall affect the existing longevity provisions set forth in sectionl-6A-2C of the Antioch Municipal Code.

11. EVALUATION. The EMPLOYER agrees that by September 1<sup>st</sup> of each year, it shall conduct a formal review of the EMPLOYEE'S performance and salary and benefit package. These annual reviews will be conducted at a mutually agreeable time each year. The formal annual salary review will be in accordance with specific criteria developed jointly by the Administrator and the EMPLOYEE. In consultation with the EMPLOYEE, such criteria may be amended or altered from time to time as the Administrator deems appropriate. The review shall be conducted primarily by the Administrator, who may additionally seek input from the Mayor and any or all of the Trustees. The Administrator shall provide the EMPLOYEE with a written summary statement of the finding of the evaluation and provide an adequate opportunity for the EMPLOYEE to discuss his evaluation with the Village Board. The Administrator may recommend that the Village Board adjust the EMPLOYEE'S base salary and other financial benefits in accordance with the results of the formal review effective to September 1<sup>st</sup> of each year.
12. GOAL SETTING. Within ninety (90) days of execution of this agreement, the Village Administrator and the EMPLOYEE shall mutually agree to written goals and milestones for further professional achievement by the EMPLOYEE.
13. RESIDENCY. The EMPLOYEE is hereby excused from maintaining his personal residence within the Village of Antioch.
14. VACATION AND SICK LEAVE. The EMPLOYEE will continue to accrue benefit time and sick leave at the same rate as other Village employees of the same time in service.
15. VACATION BUYBACK. The EMPLOYEE shall have the sole option to take all his vacation time or receive monetary compensation in lieu of one week worth of vacation annually.
16. HEALTH AND LIFE INSURANCE. The EMPLOYEE will receive health and life insurance benefits as well as any related benefits (dental, Section 125 plan, etc.) to the same extent that these are afforded other Village employees.
17. PROFESSIONAL DEVELOPMENT. The EMPLOYER will pay for the EMPLOYEE'S membership in local, state and national associations which further EMPLOYEE'S professional development, as approved by the Village Administrator. The EMPLOYEE will be entitled to attend various professional development programs, as approved by the Village Administrator, at the EMPLOYER'S expense and will receive tuition reimbursement per the Village of Antioch Personnel Policy Manual.
18. GENERAL EXPENSES. The EMPLOYER recognizes that from time to time, certain job related expenses are or may be incurred by the EMPLOYEE and agrees to pay or reimburse such reasonable and necessary expenses as approved by the Village Administrator.
19. BONDING AND INDEMNIFICATION. The EMPLOYER shall bear the full cost of any fidelity or other bonds required of the EMPLOYEE under any law or ordinance. The EMPLOYER shall defend, save harmless and indemnify the EMPLOYEE against any tort, professional liability claim, or demand or other legal action, whether groundless or otherwise, arising out of and alleged to have occurred in the scope of EMPLOYEE'S employment. It is agreed that it is against recognized public policy and that there is no obligation for the EMPLOYER to pay

for punitive damages assessed against the EMPLOYEE, or any damages, claim or sum for any act or omission alleged to have occurred outside the scope of the EMPLOYEE'S employment.

OTHER TERMS AND CONDITIONS OF EMPLOYMENT. The EMPLOYER may establish other terms and conditions of employment relating to the EMPLOYEE, provided that such terms and conditions are not in conflict with this Agreement, Village Ordinances, or any other laws. All Village holidays and personal days shall apply to EMPLOYEE. The EMPLOYER shall not at any time reduce the salary, compensation or other financial benefits of the EMPLOYEE, except to the degree of such a reduction across-the-board for all employees of the Village. The EMPLOYEE shall further be entitled to receive any across-the-board cost of living adjustments that may be provided for all employees of the Village.

20. RETURN OF EMPLOYER'S PROPERTY. Upon EMPLOYEE'S severance from all Village employment, EMPLOYEE shall immediately deliver to the EMPLOYER all correspondence, letters, e-mails, computer disks or stored information, passwords, passcodes, electronic keys, dongles, manuals, contracts, call reports, price lists, mailing lists, customer lists, advertising or product materials, photographs, ledgers, supplies, files, computers, pagers, cellular phones owned by the Village, beepers, ID's, badges, weapons, other business-related equipment, Village-owned automobiles, checks, petty cash, and all other material and records of any kind belonging to or relating to EMPLOYER that are in possession or control of EMPLOYEE.
21. EXCLUSIVITY AND DUTY OF LOYALTY. During the term of this Agreement, the EMPLOYEE, other than in artistic endeavors, shall not be self-employed in any kind of profit or non-profit business venture, and shall not be employed by or work for compensation for any other person, corporation, partnership, or employer of any kind without prior approval by the Corporate Authorities of the Village. For example, if EMPLOYEE desires to teach or engage in consulting activities, he will obtain prior approval of the Corporate Authorities of the Village. This Section shall not be interpreted to preclude the EMPLOYEE from speaking or writing on a limited basis or from pursuing artistic endeavors during the EMPLOYEE'S personal time off.
22. TAXES. All salary, benefits, reimbursements and any other payments to EMPLOYEE under this Agreement shall be subject to all applicable payroll and withholding taxes and deduction required by any law, rule or regulation of Federal, Illinois or local authority. The EMPLOYEE agrees that he shall be responsible for the payment of his share of any such required Federal, Illinois or local taxes.
23. ENTIRE AGREEMENT. This Agreement represents the entire agreement between the parties concerning the EMPLOYEE'S employment with the EMPLOYER and supersedes all prior negotiations, discussions, understandings and agreements, whether written or oral, between EMPLOYEE and EMPLOYER 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 in writing and signed by EMPLOYEE and the EMPLOYER.
24. 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.

ASSIGNMENT. This Agreement is a personal contract, and the rights and interest that the Agreement accords to EMPLOYEE may not be sold, transferred, assigned, pledged, encumbered, or hypothecated by him. This Agreement shall be binding upon, and inure to the benefit of, EMPLOYEE, his heirs, executors, administrators, representatives, successors, transferees, and assigns, and the EMPLOYER and its former, current and future elected and appointed officers, officials, trustees, employees, agents, transferees, assigns, and successors-in-interest.

25. 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 (a) delivered by hand, (b) delivered by a nationally recognized overnight courier service, (c) sent by registered or certified United States Mail, return receipt requested and first class postage prepaid, or (d) facsimile transmission followed by a transmission confirmation copy being sent by U.S. Mail on the same day. Such communications shall be sent to the parties at their respective addresses as follows:

If to EMPLOYEE:  
Geoffrey B. Guttschow



If to  
EMPLOYER:  
Village Mayor  
Village of Antioch  
874 Main Street  
Antioch, IL 60002  
847-395-1000

with a copy to:  
Robert Long  
Daniels, Long & Pinsel  
19 N. County  
Waukegan, IL 60085  
847-623-5900

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. Notice shall be deemed proper (i) on the date of delivery, if delivery is by hand, (ii) three (3) days after the date of mailing if sent by certified or registered mail, (iii) on the date of delivery by the overnight courier, or (iv) on the facsimile transmission date if sent before 4:30 pm.; otherwise, the next business day after the date of transmission by facsimile.

26. **HEADINGS.** All descriptive headings of Sections and Paragraphs in this Agreement are intended solely for convenience of reference, and no provision of this Agreement is to be construed by reference to the heading of any Section or Paragraph.
27. **VENUE AND APPLICABLE LAW.** The statutes and common law of the State of Illinois shall govern the interpretation, validity, enforcement and performance of the terms of this Agreement. The parties agree that for the purpose of any litigation or proceeding brought with respect to this Agreement and its enforcement, venue shall be in the Circuit Court of Lake County, Illinois. The EMPLOYEE and EMPLOYER agree to submit to the jurisdiction of such court for the purpose of any such litigation or proceeding.
28. **ADMISSIBILITY.** The parties agree that this Agreement shall be admissible in evidence in any action in which the terms of this Agreement are sought to be enforced.

**ATTORNEY REVIEW.** EMPLOYEE acknowledges that he fully understands all of the terms, conditions, provisions, and obligations of this Agreement, that he was not coerced into signing it, that he has the opportunity to be represented by an attorney of his own choosing during the negotiation of this Agreement, and that he executed this Agreement voluntarily and with full knowledge and understanding of the meaning and significance of its terms, conditions, provisions, and obligations.

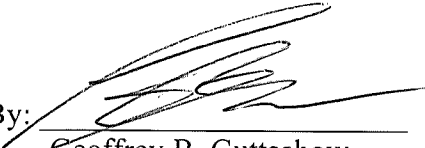
29. **DISCLOSURE.** Subject to any applicable exception of the Freedom of Information Act (5 ILCS 140/1 et seq.), as amended, the EMPLOYEE and the EMPLOYER acknowledge that this Agreement is a public record, as that term is defined under FOIA, and therefore is subject to inspection and copying by the public if requested pursuant to a FOIA request.
30. **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.

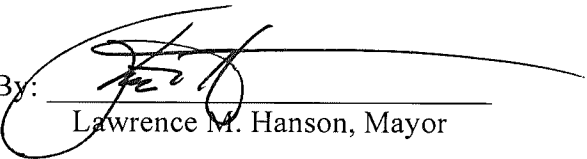
IN WITNESS WHEREOF, the Village of Antioch, pursuant to the authority granted by the passage of a Resolution by its Board of Trustees, has caused this Employment Agreement to be executed by the Village President and attested by the Village Clerk and Geoffrey B. Guttschow has voluntarily executed the Agreement (and his signature has been verified by a Notary Public) on the respective dates set forth below.



Geoffrey B. Guttschow

VILLAGE OF ANTIOCH

By:   
Geoffrey B. Guttschow

By:   
Lawrence M. Hanson, Mayor


Date: 8-12-2020

Date: 8-12-2020



Notary Public

Attest

By: 

  
Village Clerk

Date: 8-12-20

Date: 8-12-2020