

**FIRE CHIEF EMPLOYMENT CONTRACT**

THIS CONTRACT is made and entered into as of the Effective Date provided in Section 20.F of this Contract by and between Jack L. Mancione ("Mancione" or "Fire Chief") and the Tri-State Fire Protection District, an Illinois Municipal Corporation, DuPage County, Illinois (the "District") in consideration of the mutual covenants and promises contained herein.

IT IS AGREED:

1. Employment and Term. The District does hereby employ Mancione as Fire Chief for the District, to perform such duties as are provided by this Contract and by law for the term of this Contract which shall be from February 18, 2014 through May 31, 2017. Mancione hereby accepts such employment as Fire Chief. The initial Contract year shall be from February 18, 2014 to until May 31, 2014 and subsequent Contract years shall be June 1 through May 31.

2. Duties. The Fire Chief is and shall be, throughout the life of this Contract and any extension(s) thereof, the Fire Chief of Tri-State Fire Protection District, in charge of all administrative, personnel, operational, and financial matters and all fire suppression and rescue, fire prevention, emergency medical service, maintenance and supply, communications, and safety and security functions pertaining to the District and the operations thereof, and such other functions as may be reasonably assigned by the Board of Trustees of the District (the "Board"), as well as other professional duties customarily performed by a fire chief. The Fire Chief shall review and advise the Board monthly, or more frequently if appropriate, the condition of the District and his acts and doings. The Fire Chief and Board shall meet from time to time to discuss, define, and document the duties of the Fire Chief. The Fire Chief is generally expected to be on duty eight hours per day and keep a 40 hour work week Monday through Friday. In the event the Fire Chief works on the weekends or before or after office hours, his work schedule may be adjusted accordingly. The Fire Chief and the District both recognize that the Fire Chief

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must devote time outside of normal business hours to conduct the business of the District or to represent the District at approved meetings, functions, seminars, conferences, and other events related to District business. The Fire Chief's compensation shall not be increased for these additional hours. The District recognizes that the Fire Chief has outside business interests and family and personal affairs to attend to which he may do when he is not on duty so long as there is no interference with his primary obligations to the District.

3. Compensation. As compensation for such services, the District agrees to pay the Fire Chief a base annual salary of ONE HUNDRED THIRTY FIVE THOUSAND DOLLARS (\$135,000) for the period of February 18, 2014 to May 31, 2015. The Fire Chief hereby agrees to devote full time, skill, labor, and attention to this employment, during the term of this Contract, except as otherwise provided in Sections 2 and 5 of this Contract, and to perform faithfully, to the best of his ability, the duties of Fire Chief. The annual base salary shall be paid in equal installments in accordance with the payment of compensation to other members of the command staff and be subject to withholdings as required by law or authorized by the Fire Chief. In addition, the Fire Chief may elect to contribute a portion of his annual salary so designated by the Fire Chief pursuant to a salary reduction agreement to a tax-deferred annuity generally made available to other District administrators.

Prior to June 1, 2015 and June 1, 2016, the Board shall review the Fire Chief's job performance and shall adjust the annual salary by an amount that is not less than three percent higher than the annual salary of the previous year. Any salary or other adjustment or modification made during the term of this Contract shall be in a form of a written amendment to this Contract and shall become a part of this Contract, but such adjustment or modification shall

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not be construed as a new contract with the Fire Chief or as an extension of the termination date of this Contract.

3.1. Willow Springs Allowance. Through at least May 31, 2015, the Board shall pay the Fire Chief an annual rate of \$2,500 (the "Willow Springs Allowance") for the Fire Chief's services related to the Board's intergovernmental agreement for fire services with the Village of Willow Springs (the "Willow Springs Agreement"). For subsequent Contract years, the Board may discontinue the Willow Springs Allowance, but must first provide the Fire Chief with written notice that the Willow Springs Allowance is to be discontinued at least 30 days prior to the start of the new Contract year. If the Board does not provide such written notice, the Board shall pay the Fire Chief the Willow Springs Allowance during the subsequent Contract year. The Board's obligation to pay the Willow Springs Allowance shall end upon the termination of the Willow Springs Agreement. Unless terminated, the Willow Springs Allowance shall be added annually to the Fire Chief's base salary as set forth in Section 3.

3.2. Longevity Pay. The District agrees to pay the Fire Chief a longevity stipend in accordance with the following schedule:

25 years + 1 day and after: \$1550

30 years + 1 day and after: \$2,000

The applicable longevity stipend shall be added annually to the Fire Chief's base salary as set forth in Section 3.

3.3. Educational Incentive. The Board agrees to pay the Fire Chief's educational incentive stipends in accordance with the following designations:

Fire Officer III through the Illinois State Fire Marshall's Office = \$750

Bachelor's Degree in relevant fields = \$1500

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The applicable educational incentive stipends shall be added annually to the Fire Chief's base salary as set forth in Section 3.

4. Evaluation. By May 1 of each Contract year, there shall be a written evaluation of the Fire Chief's performance. The Board shall also review with the Fire Chief his progress toward performance objectives, and his overall working relationships among the Board, the staff and community. By April 1 of each Contract year, the Fire Chief shall notify the Board that his annual performance evaluation is scheduled to occur.

5. Outside Activities. Except as provided in Section 2 and this Section of this Contract, the Fire Chief agrees to devote full time, skill, labor, and attention to the business of the District. With the consent of the Board President, which consent will not be unreasonably withheld, the Fire Chief may undertake speaking or writing engagements, lecturing, consulting, strategic planning, or other professional activities, and may retain any compensation or honoraria derived from such work provided that these activities do not interfere with the effective performance of his duties as Fire Chief. The Fire Chief shall be allowed to use vacation or personal days for this purpose.

6. Qualifications. During the life of this Contract, the Fire Chief shall satisfy and maintain all certifications, licenses, and other qualifications or requirements necessary to act as Fire Chief in accordance with Federal and State law and as directed by the Board.

7. Sick Leave and Personal Days. The Fire Chief shall be entitled to 12 days of sick leave with full pay annually; provided that for the initial year of this Contract, which is from February 18, 2014 to May 31, 2014, the Fire Chief shall be entitled to four days of sick leave. Unused sick hours may accumulate without limitation. Unused sick days shall accumulate during the Fire Chief's employment. In addition, the Fire Chief shall also be entitled to two personal

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days with full pay annually. Unused personal days shall not accumulate. As of the Effective Date of this Contract and prior to becoming Fire Chief, Mancione accumulated 84.25 sick hours. Within 30 days after the termination of the Fire Chief's employment with the District, the District shall pay Mancione for unused sick hours; provided that the District shall not be obligated to pay Mancione for any unused sick hours that exceed 96 hours. Such payment shall be based on the total unused sick hours (eight hours per sick day) multiplied by the Fire Chief's hourly pay rate based on his salary at the time of termination of this Contract.

8. Vacation and Holidays. Full and regular service shall be rendered by the Fire Chief for 12 months in each Contract year during the life of this Contract; provided that the Fire Chief shall be entitled annually to 25 business days' vacation with full pay not to interfere with the orderly function of the District, exclusive of and in addition to all legal holidays. For the initial year of this Contract, which is from February 18, 2014 to May 31, 2014, the Fire Chief shall be entitled to eight vacation days. Whenever the Fire Chief intends to schedule three or more consecutive days of vacation, he shall, whenever possible, notify the Board President at least two weeks before the date such vacation is scheduled to commence. As of the Effective Date of this Contract and prior to becoming Fire Chief, Mancione has accumulated 12 vacation days, equal to 96 hours. Within 30 days after the termination of the Fire Chief's employment with the District, the Board, in accordance with Illinois law, shall pay Mancione for unused vacation days. Such payment shall be based on the total unused vacation hours (eight hours per vacation day) multiplied by the Fire Chief's hourly pay rate based on his salary at the time of termination of this Contract.

9. Hospitalization, Major Medical, Dental, and Vision Insurance. The District shall provide and pay for hospitalization and major medical insurance coverage, and dental insurance

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coverage for the Fire Chief and the members of the Fire Chief's immediate family, and vision insurance coverage for the Fire Chief, during the term of this Contract in accordance with the basic group insurance plan provided to members of the command staff.

10. Term Life. The District shall select, obtain, and pay all applicable premiums for a term life insurance policy for the Fire Chief during the term of this Contract with a benefit in an amount not less than twice the Fire Chief's annual salary.

11. Disability. The District shall provide and pay for disability insurance coverage for the Fire Chief pursuant to the terms and conditions of the basic group plan provided to members of the command staff.

12. Automobile Allowance. The Board shall furnish the Fire Chief with an automobile for his personal and business use and the District will pay the insurance, fuel, and other reasonable maintenance expenses related to the use of the automobile in accordance with the policies of the Board. The Fire Chief, however, shall not be permitted to use the District issued automobile when on vacation or for activities related to his outside business interests.

13. Additional Items. The District shall provide the Fire Chief, at the Board's expense, a cellular telephone and tablet device, which shall be returned to the District upon the termination of this Contract.

14. Professional Activities and Related Expenses. Membership fees in Board approved professional and community service organizations shall be paid by the District, to the extent provided for in the District's annual budget. The District shall also pay the reasonable and necessary costs of attendance at appropriate professional meetings at the local, state, and national level, to the extent provided in the District's annual budget or as otherwise approved in advance.

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Requests shall be submitted to the Board prior to attendance, and the Fire Chief will provide a report of activities to the Board.

15. Medical Examinations. At least once each year during the life of this Contract, the Fire Chief shall obtain a comprehensive medical examination, and the District shall pay the cost. The examination shall be performed by a doctor approved by the Board and include tests deemed necessary by the doctor or required by the Board. Any cost in excess of \$700.00 must be approved in advance by the Board President. A certificate of the physician certifying the physical competency of the Fire Chief to perform his duties shall be given by the examining physician to the Board President, the confidentiality of which shall be maintained. In addition, the Board retains the right to require physical or mental examinations of the Fire Chief by a licensed physician of its choice during the life of this Contract, should it have a good faith belief such examinations are necessary, the costs of which shall be paid by the District. The examining physician shall give the examination report to the Board President. In no event shall the results of any examinations obtained or required pursuant to this Section be placed in the Fire Chief's personnel file or any file that could be accessed by anyone without the express written consent of the Fire Chief or the Board President. All such documents and records shall remain the exclusive property of the Fire Chief upon his termination of employment from the District regardless of the reason for the termination. The District, without the written consent of the Fire Chief, shall keep no copies of any such documents.

16. Termination of Contract. This Contract may be terminated by:

1) The death of the Fire Chief. In such event, the District's obligations terminate except to pay to the personal representative, executors, administrators, or heirs of the Fire Chief all financial payments and benefits accrued as of the date of death.

2) Both parties pursuant to a written agreement.

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3) In the event of an off-duty mental or physical disability or incapacity of the Fire Chief lasting for 120 consecutive days or more which prevents the Fire Chief from substantially attending to his full duties under this Contract, the District shall have no further obligation or liability to the Fire Chief except with respect to pension and insurance rights, accrued benefits, or as otherwise provided herein. If any dispute arises between the District and Fire Chief as to whether the Fire Chief does or does not have a disability as defined herein, the Fire Chief agrees to submit to a medical examination by a medical doctor selected by the District and the Fire Chief and if they are unable to agree on such a medical doctor within 10 days after either party requests the other to so agree, then by a medical doctor selected by a disinterested arbitrator. The determination by the medical doctor selected to perform the medical examination as to whether the Fire Chief does or does not have a disability shall be final, conclusive, and binding on the parties.

In the event of any on-duty mental or physical disability or incapacity of the Fire Chief, the Fire Chief and the District shall have the same rights and obligations as apply under Illinois law.

5) The District may at any time hereafter terminate this Contract for "cause" and if the Contract is terminated for cause, the District shall have no further liability or obligation to the Fire Chief under this Contract. The term "cause" shall mean the occurrence of any of one of more of the following events during the term of this Contract.

(a) The Fire Chief's conviction of or plea of guilty of a crime providing for a term of imprisonment under Federal or State law; or



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(b) The Fire Chief's conviction of or a plea of guilty of a crime involving moral turpitude which the Board, in its reasonable judgment, determines is materially detrimental to the District; or

(c) The commission by the Fire Chief of any act of dishonesty, fraud, misappropriation, or embezzlement against the District; or

(d) The Fire Chief's willful and intentional failure to follow the reasonable and lawful instructions of the Board with respect to the services required to be performed by him on behalf of the District, provided that the Fire Chief is first given 30 days' prior notice and an opportunity to cure the failure in the 30 day period; or

(e) The Fire Chief's willful and intentional misconduct, or neglect, maleficence or nonfeasance with respect to the services required to be performed hereunder, and which in the reasonable judgment of the Board is materially detrimental to the District.

17. Reversion to Prior Rank. In accordance with 70 ILCS 705/16.04a, if Mancione resigns as Fire Chief or is discharged as Fire Chief prior to attaining eligibility to retire on pension, the Board may, in its sole discretion, place Mancione in the rank he held immediately prior to his appointment as Fire Chief, and Mancione shall thereafter be entitled to all the benefits and emoluments of such prior rank, without regard as to whether a vacancy then exists in such rank. The Fire Chief shall cooperate with the Board and provide the Board with all relevant outstanding matters to assist the Board and the new fire chief in the transition of duties.

18. Extension. Notice of intent not to renew this Contract beyond its termination date must be given by the Board to the Fire Chief, in writing, by March 1, 2017. Failure to give such notice will automatically extend the termination date of this Contract for one additional year at

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an annual salary equal to the annual salary of the previous year plus all of the other payments and benefits provided to the Fire Chief in this Contract.

19. Notice. Any notice or communication permitted or required under this Contract shall be in writing and shall become effective on the day of mailing thereof by first class, registered, or certified mail, postage prepaid, or by hand delivery or by overnight courier, addressed:

If to the Board, to

President  
Board of Trustees  
Tri-State Fire Protection District  
419 Plainfield Road  
Darien, IL 60561

If to the Fire Chief, to:

Jack L. Mancione  
Fire Chief  
Tri-State Fire Protection District  
419 Plainfield Road  
Darien, IL 60561

20. Miscellaneous.

A. This Contract has been executed in Illinois, and shall be governed in accordance with the laws of the State of Illinois in every respect.

B. Section headings and numbers have been inserted for convenience of reference only, and if there shall be any conflict between any such headings or numbers and the text of this Contract, the text shall control.

C. This Contract may be executed in one or more counterparts, each of which shall be considered an original, and all of which taken together shall be considered one and the same instrument.

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D. If any provision of this Contract is subsequently declared by the proper legislative or judicial authority to be unlawful or unenforceable, all other provisions of the Contract shall remain in full force and effect.


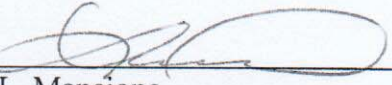

E. This Contract contains all the terms agreed upon by the parties with respect to the subject matter of this Contract and supersedes all prior agreements, contracts, arrangements, and communications between the parties concerning such subject matter whether oral or written. No modification or amendment of this Contract shall be valid or binding on the parties unless it is in writing and executed by the Board and the Fire Chief.

F. This Contract shall be deemed dated and become effective on the date the last of the parties signs as set forth below the signature of their duly authorized representatives.

G. Time is of the essence of this Contract.

H. The parties hereto each agree, at any time and from time to time, to execute and deliver any and all documents reasonably requested by the other to carry out the intent of this Contract.

I. This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors, and assigns.

BOARD OF TRUSTEES OF TRI-STATE FIRE PROTECTION DISTRICT, an Illinois Municipal Corporation, DUPAGE COUNTY, ILLINOIS	FIRE CHIEF
By:  _____ President	By:  _____ Jack L. Mancione
Attest:  _____ Secretary	Dated: <u>4-28-14</u>
Dated: <u>4-28-14</u>	