

VILLAGE OF HAMPSHIRE
EMPLOYMENT AGREEMENT
Police Chief

THIS AGREEMENT made by and between the Village of Hampshire, an Illinois Municipal Corporation, 234 South State Street, Hampshire, IL (hereinafter referred to as the "Village") and Douglas Pann (hereinafter referred to as the "Employee"). Each is sometimes hereinafter referred to as a "Party" and together the Village and Employee are referred to as the "Parties."

WHEREAS, the Village offered to Employee, and Employee desires to accept, employment in the office of Chief of Police for the Village of Hampshire under Hampshire Municipal Code, Section 2-1-2 et seq.; and

WHEREAS, the parties have discussed the terms and conditions of such employment, and desire to reduce to a written agreement between them the terms and conditions of said employment.

IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, AND OTHER GOOD AND VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

1. Employment. Employee has been appointed by the Village President and Board of Trustees to serve as Chief of Police, accepts such employment, and shall at all times use his best efforts to faithfully perform the duties of the office of Chief of Police on a full-time basis.
2. Duties and Authority of Employee. Employee shall be appointed by the Village President with the approval of the Village Board of Trustees. Employee shall be overseen by the Village Manager and report directly to the Village Manager. Employee will be responsible to the for the proper administration of the affairs of the Village Police Department, and except to the extent otherwise provided by law shall perform the following specific duties:
 - a. Ensure public safety through the effective delivery of law enforcement programs and police patrol activities.
 - b. Maintain a cost-effective police service program through careful financial and manpower planning.
 - c. Contribute to the safety and welfare of the Village through community education programs on security, safety and crime prevention.
 - d. Develop and maintain inter-community relationships to maximize law enforcement and protective services.
 - e. Assist the Village Manager in policy formulation and decision making by providing accurate and timely data regarding law enforcement needs and resources.
 - f. Ensure a positive image of the Hampshire Police Department through the selection, development, and motivation of a competent sworn and non-sworn staff.

- g. Provide police service in a timely fashion by careful needs analysis, forecasting and manpower allocation.
 - h. See that a suitable records department is maintained to keep track of all Department activity and provide for the lawful dissemination of that information.
 - i. Through various reports and methods, keep the Village President and Village Board informed of the general welfare and direction of the Police Department. This shall include monthly incident reports, analytics, the status of key priorities and strategies within department, overall performance of department personnel, and other such information as may be required from time to time.
 - j. Have the authority to enforce all ordinances of the Village and all statutes of the State of Illinois. He shall have the authority to detain or arrest persons as provided by law.
 - k. Perform such other and additional duties, outside of the Police Department, as may be from time to time required by the Village Manager.
3. Term. Employee shall serve as Chief of Police from January 20, 2023 ("Commencement Date") until the date of conclusion of the present term of office of the Village President in 2025, or until this Agreement shall otherwise be terminated in accordance with the provisions of Sections 7 or 8 below, whichever shall first occur.
4. Compensation. In consideration of Employee's performance of the duties described in this Agreement, the Village shall pay Employee the following compensation and benefits:
- a. Salary: The Village agrees to pay Employee an annual salary of \$120,000 payable in equal bi-weekly installments. Employee's compensation shall be reviewed at the end of the 2024 fiscal year and annually thereafter.
 - b. Health Insurance Benefits: Employee and dependents may participate in the Village's health insurance plans for medical, dental, vision and life insurance, according to Village policies for employee contributions and employer payments regarding payment of premiums.
 - c. Vacation, Sick Leave, and Other Accrued Leave Benefits: Employee will earn 20 vacation days annually. Employee shall be granted 1 personal day per year, and 12 sick days per year at the rate of one day per month. Sick days may be accumulated, accrued, and available for use as provided by the Police Contract in place at any given time. In addition, Employee will be allowed eleven (11) Village-designated holidays each calendar year and any additional holidays granted in future Hampshire Police Department Contracts.
 - d. Vehicle: The Village shall provide to Employee during the term of this Agreement a properly equipped police vehicle. Employee may utilize said vehicle for travel to and from his residence to the Village for work purposes as well as incidental stops enroute and to attend personal functions within 40 miles of the Village Limits to ensure availability for emergency response. The Employee may keep it at his residence during non-work hours, provided said residence is within 40 miles of the Village Limits.

- e. Pension: The Village shall contribute 10% of the Employee's annual salary toward a qualified 401(a) plan offered by the National Public Pension Fund Association.

The Village shall establish a qualified 457(b) plan that the employee may make pre-tax contributions to, as required by Statute for those collecting pension from another community.


- f. General Business Expenses: The Village will at its expense provide Employee with a cell phone and a computer for Employee's use.
- g. Meetings and Conferences Expenses: The Village will pay professional dues and subscriptions fees for Employee's membership in any work-related associations, within funding limits, and with approval of the Village Manager. In addition, upon request, the Village will consider Employee's attendance at and reimbursement of reasonable expenses for meeting expenses, conference expenses, and travel expenses for professional development of Employee.

- 5. Hours of Work. It is recognized that Employee must devote a great deal of time outside the normal office hours to attend to the business of the Village Police Department. Employee shall establish a regular work shift that fits within the need of the Police Department. Employee shall additionally make himself available outside of his regular work shift to meet the needs of the Police Department and the Village, including availability for Village meetings and other Village business.
- 6. Performance Evaluation. Evaluation of Employee's performance will be conducted by the Village Manager annually during the Employee's term of employment as Chief of Police. At a minimum, the performance evaluation process will include a written evaluation of the Employee's work performance during the previous rating period, a meeting and discussion with the Village Manager, a review of Employee's goals and objectives for the next year's rating period, and a written summary of the evaluation results.
- 7. Resignation. If Employee voluntarily resigns from his position as Chief of Police, Employee shall provide a minimum of sixty (60) days written notice to the Village Manager, unless the Village and Employee agree to a different notice period.
- 8. Termination. For purposes of this employment, Employee shall only be terminated for "cause." "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 after being given a reasonable opportunity to correct any alleged performance deficiencies; (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) a material breach by Employee of any of the terms of this Agreement after being given a reasonable opportunity to cure any alleged breach of this Agreement.
- 9. Personnel Manual. The Village Personnel Manual, as amended from time to time during the term of this Agreement, shall govern all matters not specifically addressed in this Agreement.

10. Residency. The employee need not be a resident of the Village during the term of this Agreement and shall be grandfathered from any future change to the Village's policy or regulation on this item.
11. Indemnification. The Village shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance. The Village 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 duties and/or employment. It is agreed that it is against recognized public policy and that there is no obligation for the Village 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.
12. Venue and Governing Law. This Agreement is made under and shall be construed in accordance with the laws of the State of Illinois. Venue of any action arising out of or resulting from the terms and provisions of this Agreement shall lie in the Circuit Court of Kane County, Illinois.
13. Entire Agreement. This Agreement represents the entire agreement between the parties concerning the Employee's employment with the Village and supersedes all prior negotiations, discussions, understandings and agreements, whether written or oral, between Employee and the Village 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 Village.
14. 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.

Executed _____, 2023, at Hampshire, Kane County, Illinois.


EMPLOYEE VILLAGE CHIEF OF POLICE

By: 

Douglas Pann
Village Chief of Police

Date: 1-20-2023

VILLAGE OF HAMPSHIRE,
an Illinois Municipal Corporation

By: 

Michael J. Reid, Jr.
Village President

Date: 2-2-23