

Memorandum of Agreement

Renewal of Employment Agreement-Paul Kuehnert

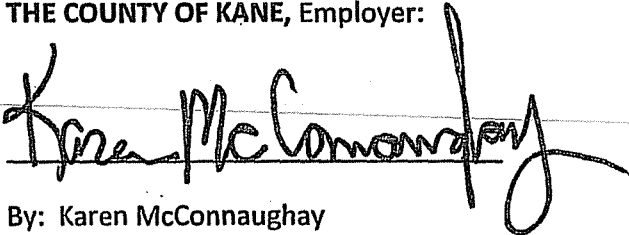
WHEREAS, Paul Kuehnert has successfully fulfilled his duties as Executive Director of the Kane County Health Department since June 1, 2007, and

WHEREAS, both Kane County and Mr. Kuehnert wish to continue his employment as Executive Director of the Kane County Health Department beyond the current employment agreement between the parties,

THEREFORE, by mutual agreement and pursuant to Section 1, Term of Employment, in the existing "Employment Agreement-Paul Kuehnert" entered into by both parties on February 13, 2007, said agreement between Kane County and Paul Kuehnert is renewed for an additional two year period ending June 30, 2012.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the 24th day of June, 2010.

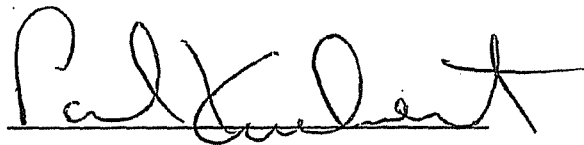
THE COUNTY OF KANE, Employer:



By: Karen McConaughay

Its: Kane County Board Chairman

EMPLOYEE:



Paul Kuehnert

EMPLOYMENT AGREEMENT- PAUL KUEHNERT

This Employment Agreement (the "Agreement") is dated effective as of the 13th day of February, 2007, by and between The County of Kane, a body politic and corporate (the "Employer"), and Paul Kuehnert, an individual residing in Kane County, Illinois (the "Employee").

Whereas, the Employer and the Employee ("Parties") desire to replace the current oral agreement for employment between them; and

Whereas, the Employee has been appointed to assume the duties of Executive Director of the Kane County Department of Public Health effective the 1st day of June, 2007 by Resolution duly adopted by the Kane County Board; and

Whereas, the Employer desires to employ the Employee upon the terms and conditions set forth herein and the Employee desires to be so employed by the Employer.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter set forth, the Parties hereto have agreed, and do hereby agree as follows:

1. **Term of Employment.** The Employer hereby employs the Employee for a period (the "Employment Period") commencing on February 13, 2007 and continuing for a term of 3 (three) years through and including May 31, 2010, unless such employment is terminated sooner as hereinafter provided. This Agreement may be renewed by execution of a written modification signed by both Parties to that effect. The Employee hereby accepts such employment and agrees to perform the services hereinafter described, all upon the terms and conditions herein stated. Until June 1, 2007, Employee shall have the title of Executive Director Designee.

2. **Scope of Duties.** The Employer hereby employs the Employee as Executive Director (the "Director") of the Kane County Department of Public Health (the "Department"), and he will primarily be responsible for all duties of the Director as set out in the Kane County Code, any executive orders of the Kane County Board Chairman, and any duties provided for by the statutes, laws and regulations of the State of Illinois, including but not limited to the functions established for the Public Health Administrator as set forth in the Illinois Administrative Code. As of the date hereof, the Director and the Department also have supervisory responsibility for the Kane County Animal Control Department and the Kane County Office of Emergency Management. During the employment period, the Employee agrees to perform, without additional compensation, such other services for the Employer as may be directed by the Employer. The Employee shall not, directly or indirectly, take any action, which could reasonably be expected to have an adverse effect upon the Employer. The Employee covenants, represents, and warrants that he will at all times honestly and fairly conduct his duties as described herein or as otherwise directed by the Employer and will at all times maintain the highest of professional standards in representing the interests of the Employer. The Employee will

comply with Employer policies, decisions, and instructions that may be changed by the Employer over time. Further, the Employee shall keep records as directed by the Employer and all records, files, electronic media created or kept by the Employee relating to the Employer's business shall be and remain the sole and absolute property of the Employer.

Notwithstanding the forgoing, nothing in this Agreement shall preclude the Chairman of the County Board or the Kane County Board from restructuring, reorganizing, transferring, abolishing or consolidating the Department, or any of the agencies or departments presently under the supervision of the Director or the Department, or any of the functions or duties of the Department.

3. **Extent of Services.** Except for vacation and absences due to temporary illness, the Employee shall devote his time, attention, and energies on a full-time basis to the Employer and shall not during the employment period be engaged in any other business activity which, in the reasonable judgment of the Employer, conflicts with the duties of the Employee under this Agreement; whether or not such activity is pursued for gain, profit, or other pecuniary advantage; nor shall the Employee hold any other lucrative public office or public employment. The foregoing restrictions shall not be construed as preventing the Employee from participating in any professional organizations or from making passive investments in other businesses or enterprises, if such other investments will not require services on the part of the Employee that would directly or indirectly impair the performance of his duties under this Agreement. If the Employee does participate in any other business activity considered to be in contradiction to this clause, the Employee will be given ample time to disengage in such activity. This paragraph shall not be construed to preclude Employee from participating in seminars, programs or other public presentations related to his professional experience and expertise, but such participation shall be subject to the personnel policies and Personnel Handbook of Kane County unless written exception is given by the Kane County Board Chairman. Exceptions or clarification to this clause may be approved by the members of the Kane County Board. The parties acknowledge that Employee has been the recipient of a Robert Wood Johnson Fellowship, including development funds awarded to Employee. To the extent not completed as of the date hereof, Employer acknowledges that Employee is entitled to complete his obligations under the Fellowship without deduction or set off of any salary due to Employee and that Employee is entitled to retain the development funds awarded to Employee. Nothing herein shall obligate Employer with respect to any future fellowship opportunities, all of which shall be subject to the provisions of this Paragraph.

4. **Compensation of Employee.** For all services rendered by the Employee under this Agreement, the Employer shall compensate the Employee as follows:

4.1 **Salary.** The salary payable to the Employee under this Agreement shall be \$125,000.00 (One Hundred Twenty-Five Thousand Dollars) per year, for the period February 13, 2007 through May 31, 2010. Notwithstanding the forgoing, Employee shall receive annually the recommended budgeted increase for departmental executive

directors and shall also be eligible for merit or performance-based increases in salary, or other compensation increases in the sole judgment of the Employer. There shall be withheld from the Employee's compensation such amounts as the Employer is required by law to withhold and such other deductions as the Employee may authorize.

4.2 IMRF Contribution Buy-back. In addition to the forgoing, Employer shall contribute a sum not to exceed \$7,500.00 (Seven Thousand Five Hundred Dollars) equal to the actual cost, including interest, of buying back Employee's prior service for purposes of the Illinois Municipal Retirement Fund (the "IMRF") arising from Employee's prior employment with the Village of Oak Park, Illinois. The IMRF Contribution Buy-back shall be payable directly to the IMRF if requested by Employee 30 days after submittal of a written computation from the IMRF setting forth the amount due. Employer shall be relieved of all obligations to make any payment under this Section 4.2 if the Employee fails to make a timely request to IMRF to buy back his service credit within sixty (60) days of his becoming eligible to buy back his service or fails to do so prior to terminating his employment with Employer pursuant to Section 6.3 of this Agreement.

4.3 Residency. Employer shall not during the term of this Agreement impose or enact any requirement that Employee must be a resident of Kane County.

5. Additional Compensation, Benefits, and Obligations. During the employment period, the Employer shall also provide the following:

5.1 Insurance. The Employee will have an opportunity to enroll in any insurance program (including medical, dental, and vision) in an amount elected by the Employee and in a form as determined by the Employer. This opportunity also extends to the Employee's participation in any flexible benefits program approved by the Employer.

5.2 Vacation. The Employer shall provide the Employee with three weeks paid vacation annually, accrued on Employee's anniversary date of initial employment by the County (June 26, 2006). Use of vacation time and carry-over of vacation hours from year to year shall be governed by the same policy and procedures applied to other County employees and as specified in the "Vacation" policy adopted by the Kane County Board, as amended from time to time.

5.3 Benefits. Employee shall have all benefits customarily available to employees of the County. In addition, Employee shall be entitled to additional benefits available to other departmental executive directors, including the use of a County motor vehicle for business purposes, consistent with County policy and budgetary constraints. Employee shall at all times when operating any County-owned vehicle have a valid Illinois Motor Vehicle Operator's License that is not suspended or revoked.

5.4 Other Benefits. While employed, the Employee may be extended or awarded various prerequisites or benefits, consistent with Employer policy and the Employee's position, in the sole discretion of the County Board Chairman.

5.5 **Indemnification.** Employer shall indemnify Employee to the fullest extent permitted by Illinois law and Kane County ordinance in the event of any investigation, claim and/or lawsuit arising out of or related to Employee's employment with the County, and shall either defend Employee or shall pay promptly on request all reasonable attorneys' fees and expenses actually incurred by Employee. To the extent not prohibited by law, the County Board Chairman shall have the right to reasonably approve any counsel chosen by Employee in the event the County shall fail or be unable to provide its own counsel on behalf of Employee.

6. **Termination.**

6.1 **Death.** If the Employee should die during the employment period, the Employer shall have no further obligation hereunder to the Employee, his spouse, his children or his estate except to pay to the Employee's estate the amount of compensation earned or accrued by the Employee through the month of his death, such compensation to be prorated to the date of death.

6.2 **Incapacity.** If, during the employment period, the Employee shall be prevented from performing his duties because the Employee has become physically or mentally incapable (excluding infrequent and temporary absences due to ordinary illnesses), the Employer may terminate the Agreement, in which event the Employee shall receive any compensation earned or accrued to the date upon which any determination of incapacity shall have been made as hereinafter provided, and any compensation the Employee would have earned pursuant to Section 4 herein. For purposes of this Agreement, the Employee shall be deemed to have become incapacitated when the Employer, upon the advice of two qualified physicians of its selection, determines that the Employee has become physically or mentally incapable of performing his duties under this Agreement and that such incapacity has permanently disabled the Employee. In such event, Employer shall make reasonable accommodations for Employee in the conditions of employment.

6.3 **Termination by Employee.** Notwithstanding anything herein to the contrary, the Employee may elect to terminate this Agreement with a notice period of at least 60 days, by notifying the Employer of such termination in writing at any time during the term of this Agreement. In the event of termination of this Agreement pursuant to this Section 6.3, neither the Employer nor the Employee shall have any further liability to the other hereunder, except the Employee shall comply with Section 7 of this Agreement (which section shall survive any termination), and the Employee shall be entitled to the amount of earned compensation, accrued vacation, and any compensation the Employee would have earned pursuant to Section 4 prorated to the date of such termination. Notwithstanding the forgoing, the IMRF buy-back payment in Section 4.2 hereof shall not be subject to proration.

6.4 **Termination by the Employer.** Notwithstanding anything herein to the contrary, the Employer may terminate the Employee at any time without cause. In the event of

such action by the Employer, neither the Employer nor the Employee shall have further liability to the other hereunder, except the Employee shall be entitled to the amount of earned compensation, accrued vacation, and any compensation the Employee would have earned pursuant to Section 4 prorated to the date of such termination, and shall also be entitled to the Severance Payment pursuant to Section 6.5 hereof.

6.5 Severance Payment. In the event Employer elects to terminate Employee for any reason as set forth in Section 6.4, Employee shall be entitled, in addition to any other compensation earned or accrued, to a severance payment equal to \$62,500.00 (Sixty-two Thousand Five Hundred Dollars), six months salary (based upon the initial compensation level only) payable as provided in this Agreement. The termination payment shall not be payable by the County in the event that the Employee is terminated for cause, defined for purposes of this Agreement solely to mean that the employee is terminated for conviction of a felony.

6.6 Termination Payment. Upon termination of employment, as provided for in this Section 6, the Employer shall pay to the Employee (or his estate as the case may be), in cash within thirty (30) days of such termination, all compensation then due and owing the Employee as same is determined pursuant to the provisions of this Section 6.

6.7 Constructive Termination. Employee shall be entitled to the severance benefits set forth in Section 6.5 hereof if at any time a "Constructive Termination" of Employee occurs. "Constructive Termination" shall mean the occurrence of one or more of the following events: (i) a material reduction in Employee's title, authority, responsibilities or reporting relationship, provided that reassignment of Employee's current responsibilities relative to Emergency Management or Animal Control shall not be construed as a material reduction; (ii) a reduction in Employee's salary not generally applicable to departmental executive directors of the County; (iii) a material reduction in Employee's benefits not generally applicable to departmental executive directors of the County; and (iv) any breach of this Agreement that cannot be cured within ninety (90) days after notice of such breach is served on the County. In the event that Employee believes that grounds for a Constructive Termination exist, he shall send notice to the County and the County shall have ninety (90) days to redress the condition giving rise to the claim. If the County fails to do so, Employee shall then be entitled to maintain an action for the Severance Payment provided for herein. Employee represents and warrants that as of the date hereof, no cause exists for constructive termination under this Agreement.

6.8 Supersession of Kane County Personnel Handbook. To the extent not prohibited by law, this Agreement is intended by the parties to be a lawful amendment to the Kane County Personnel Handbook and personnel policies applicable to Employee, and this Agreement shall supersede any contrary provisions of the Handbook or other personnel policies. Employee specifically waives any rights or procedures in the Handbook or the Kane County Code inconsistent with this Agreement.

6.9 Predispute Mediation. As a precondition to either party bringing any action in law or in equity to enforce the provisions of this Agreement, the aggrieved party shall request a pre-dispute Mediation by sending a written notice to the other party as provided herein. The parties shall within sixty (60) days mutually agree on a mediator or mediation service to conduct the mediation, with costs to be divided equally between them. In the event the parties cannot agree on a mediator, the mediator shall be the American Arbitration Association. The mediator shall render a non-binding written decision with respect to the claim or dispute.

7. **Delivery of Documents.** The Employee agrees that upon the termination of the Employment Period, the Employee shall promptly deliver to the Employer all records that are in Employee's possession, custody, or control and that relate to the business of the Employer. The term "records" means any instrument, method, or device by which, through which, or on which information has been recorded and/or preserved, including but not limited to any electronic media or files howsoever or wherever created or stored.

8. **Notices.** All notices, requests, consents, and other communications under this Agreement shall be in writing and shall be deemed to have been delivered on the date personally delivered or the dated mailed, postage prepaid, by certified mail, return receipt Requested, or telegraphed and confirmed, or faxed and confirmed, if addressed to the respective parties at their last known addresses as follows:

if to Employee: Paul Kuehnert
 621 Blaine
 Batavia, IL 60510

if to Employer: Kane County Board Chairman
 Kane County Government Center
 719 South Batavia Avenue, Building A
 Geneva, IL 60134

Either Party hereto may designate a different address by providing written notice of such new address to the other Party hereto.

9. **Waiver.** The waiver by the Employer or Employee of a breach of any provision of this Agreement by the other Party shall not operate or be construed as a waiver of any subsequent or continuing breach of this Agreement by the waiving Party.

10. **Assignment.** This Agreement may not be assigned by the Employee or the Employer. Neither the Employee nor his spouse or estate shall have any right to encumber or dispose of any right to receive payments hereunder, it being agreed that such payments and the right thereto are nonassignable and nontransferable.

11. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto, including the Employee's heirs and personal representatives, and the successor and assigns to the Employer.

12. **Entire Agreement.** This Agreement cancels and supersedes all prior negotiations and understandings between the Parties relating hereto, and embodies the entire agreement and understanding between such Parties with respect to the matters covered hereby.

13. **Amendment.** This Agreement may be amended only by an instrument in writing executed by the Parties hereto.

14. **Governing Law; Venue.** This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Illinois, and venue for any proceeding relating to this Agreement shall be in the Circuit Court for the Sixteenth Judicial Circuit, Kane County, Illinois.

15. **Severability.** If any clause, section or provision of this Agreement shall be deemed to be invalid or unenforceable by any court of competent jurisdiction, such finding or ruling shall not extend to any remaining portion of this Agreement that can be given effect without such invalid provisions, which shall be deemed to be excised therefrom, and to such extent the provisions of this Agreement are severable. It is the desire and intent of the Parties that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, if any particular provision of this Agreement is held in a jurisdiction to be invalid or unenforceable, it is the specific intent and agreement of the Parties that such provision shall be deemed amended to delete such portion, such deletion to apply only with respect to the particular jurisdiction.

16. **Headings.** Paragraph headings are for convenience only and will not be considered for any purpose in construing this Agreement.

17. **Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed to be an original, and each of which alone and all of which together, shall constitute one and the same instrument.

18. **Advisors and Negotiations.** The Employee acknowledges and agrees that the Employer has accorded the Employee ample time and opportunity to consult with advisors of his own choosing about this Agreement; that Employee has had the benefit of counsel to advise him with respect to the terms and conditions of this Agreement; and that due to the Employee's unique skills, knowledge, and abilities and opportunities for employment he has enjoyed a bargaining power in the negotiations comparable to that of the Employer. The parties acknowledge that both have contributed to the drafting of this Agreement.

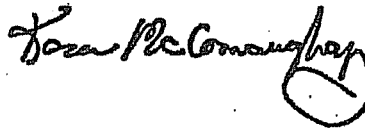
19. **Gender/Plural.** Wherever applicable, any reference herein to the masculine, feminine, or neuter shall include and mean each of the others; and the plural shall include and mean the singular, and vice versa.

20. **Other Instruments.** Should any additional instruments need to be executed, certified, or delivered by one Party to the other, to any third party and/or filed with or delivered to any public officer in order to carry out the purpose and intent of this Agreement, each Party hereto agrees to promptly execute and deliver any and all such instruments reasonably necessary to carry out the purpose and intent of this Agreement.

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

THE COUNTY OF KANE, ILLINOIS

- Employer:



By: Karen McConnaughay

Its: Kane County Board Chairman

EMPLOYEE:



Paul Kuehnert