

## LUKE STOWE AT-WILL EMPLOYMENT AGREEMENT

The At-Will Employment Agreement (“Agreement”) is between The City of Evanston, an Illinois Municipal Corporation (the “City”) and Luke Stowe (“Stowe”) and is made effective as of July 12, 2022 (the “Effective Date”).

**WHEREAS**, the City Manager will be absent for more than thirty (30) days, the City Council shall designate Interim Deputy City Manager and Chief Information Officer Stowe to perform the duties of the City Manager during such absence and Stowe desires to be employed by the City on the terms and conditions contained herein and set forth in City Code of Ordinance (“Ordinance”) 1-8-3.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Employment.

(a) **Term.** The term of the Agreement shall commence on the Effective Date and shall continue until the City successfully completes its search for and hires a new City Manager or Stowe’s employment is terminated. Stowe shall be an at-will employee. The first day of Stowe’s employment shall be referred to herein as the “Start Date.”

(b) **Position and Duties.** In accordance with §1-8-2, Stowe will perform the duties of City Manager pursuant to §1-8-3. Stowe will perform the functions and duties specified by statute and relevant City Ordinances and resolutions of City Manager, and to perform such other legally permissible and proper duties and functions as City may from time-to-time assign. The City will not interfere with the execution of the City Manager's powers and duties as provided by the Evanston City Code (including, without limitation, §1-8-1, et seq.) or other applicable law. Stowe is expected to conform to the ICMA Code of Ethics. Stowe agrees to use his best efforts to perform any and all duties, responsibilities and other services necessary or appropriate to perform the functions of the position, as established, modified, expanded or assigned, from time to time by the City.

2. Compensation and Related Matters.

(a) **Base Salary.** During the Term, the Stowe’s annual base salary will be \$225,000. The Base Salary will be payable in a manner that is consistent with the City’s usual payroll practices and tax withholdings.

(b) **Other Benefits.** During the Term, the Stowe’s fringe benefits will remain the same, including continued participation in the IMRF Pension Fund and deductions for health, and flexible spending. Benefits include but are not necessarily limited to holidays, retirement, health insurance, dental insurance, life insurance, and car allowance.

(c) **Vacation.** Stowe shall continue to accrue sick and vacation time at the same Department Director rate spelled out in the City’s Personnel Manual.

(d) Deferred Compensation. In addition to the salary provided for in this Agreement, the City shall pay on Stowe's behalf, an annual deferred compensation in the total amount of \$15,1750 (7% of Base Salary) to a qualified 401(a) tax deferred plan. The City will facilitate Stowe making contributions to a qualified tax-deferred plan from his own salary.

(e) Life Insurance. The City shall pay Stowe life insurance up to two times his Base Salary.

3. Termination. During the Term, Stowe's employment hereunder may be terminated without any breach of the Agreement and at any time, be removed from office in accordance with §1-8-1. Any termination of Stowe's employment by the City or any termination by Stowe shall be communicated by written Notice of Termination to the other party hereto.

4. Compensation Upon Termination.

(a) Termination Generally. If Stowe's employment with the City is terminated for any reason, the City shall pay or provide to Stowe (or to his authorized representative or estate) (i) any Base Salary earned through the Date of Termination, and (ii) any vested benefits Stowe may have under any employee benefit plan of the City through the Date of Termination, which vested benefits shall be paid and/or provided in accordance with the terms of such employee benefit plans (collectively, the "Accrued Benefit").

(b) Severance. If Stowe's employment is terminated by the City, then the City shall also pay Stowe a severance subject to Stowe signing a separation agreement and release:

(i) the City shall pay Stowe an amount equal to Stowe's twenty (20) weeks Base Salary (the "Severance Amount");

(ii) if Stowe was participating in the City's group health plan immediately prior to the Date of Termination, the City will continue his health care for twelve (12) months following termination;

(iii) The amounts payable under Section 4(b)(i) shall be paid out in a lump sum payment within thirty (30) days of his termination; and

(iv) Severance shall not be paid if it is determined by the City Council that termination is required by reason of the willful breach or habitual neglect of the duties that Stowe is required to perform under the terms of this Agreement; conviction of any felony; or conviction of any crime involving moral turpitude.

5. Reinstatement as Deputy City Manager and Chief Information Officer: Stowe shall return to the position of Deputy City Manager and Chief Information Officer when a permanent City Manager is hired. Stowe shall receive these same severance benefits if the City terminates his employment without cause within twelve (12) months of his reinstatement to Deputy City Manager and Chief Information Officer.

6. Confidential Information. Stowe acknowledges and agrees that at all times during and following the termination of his employment with the City under any circumstances, he shall not use or disclose (i) any information, knowledge or data relating in any way to the business,

financial condition, operations or services of the City, or (ii) any other proprietary or confidential information, knowledge, data or details of the past, present or future business affairs or practices of the City (items (i) and (ii) are hereafter referred to as "Confidential Information"), except Stowe may use any such Confidential Information provided to him as necessary.

7. Litigation. During and after Stowe's employment, Stowe shall reasonably cooperate with the City in connection with any investigation or review of any federal, state or local regulatory authority, and in the defense or prosecution of any claims or actions now in existence or which may be brought in the future against or on behalf of the City, which relate to events or occurrences that transpired while Stowe was employed by the City and with which Stowe was involved or had or should reasonably have had knowledge. Stowe's cooperation in connection with such claims or actions shall include, but not be limited to, being reasonably available to meet with or communicate electronically or by telephone with the City's representatives or legal counsel, to prepare for discovery or trial, and to act as a witness on behalf of the City, at mutually convenient times and locations, for reasonable periods of time, and subject to Stowe's schedule and professional commitments or employment or business obligations. The City shall reimburse Stowe for any reasonable out-of-pocket expenses incurred in connection with Stowe's performance of obligations pursuant to this Section.

8. Indemnification. The City agrees to defend, hold harmless, and indemnify Stowe from any and all demands, claims, suits, actions, and legal proceedings related to and within the scope of his employment and duties as Interim City Manager brought against him in his individual or official capacity consistent with the Illinois Local Governmental and Governmental Tort Immunity Act, 745 ILCS 10/9-102. Such indemnity does not cover criminal litigation, claims of fraud and/or dishonesty, City administrative adjudication, or disciplinary proceedings against Employee. The City shall have the option, within its sole discretion, to settle or litigate the matter as it determines. In no case, will individual City Council members be considered personally liable for indemnifying Stowe against such demands, claims, suits, actions, or legal proceedings.

9. Enforceability. If any portion or provision of the Agreement (including, without limitation, any portion or provision of any section of the Agreement) shall to any extent be declared illegal or unenforceable by a court of competent jurisdiction, then the remainder of the Agreement, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby, and each portion and provision of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

10. Survival. The provisions of the Agreement shall survive the termination of the Agreement and/or the termination of Stowe's employment to the extent necessary to effectuate the terms contained herein.

11. Waiver. No waiver of any provision hereof shall be effective unless made in writing and signed by the waiving party. The failure of any party to require the performance of any term or obligation of the Agreement, or the waiver by any party of any breach of the Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

12. Notices. Any notices, requests, demands and other communications provided for by the Agreement shall be sufficient if in writing and delivered in person or sent by a nationally recognized overnight courier service or by registered or certified mail, postage prepaid, return receipt requested, to Stowe at the last address Stowe has filed in writing with the City or, in the case of the City, at its main offices, attention of the Mayor.

13. Amendment. The Agreement may be amended or modified only by a written instrument signed by Stowe and by a duly authorized representative of the City.

14. Governing Law. The Agreement is a State of Illinois contract and shall be construed under and be governed in all respects by the laws of the State of Illinois, without giving effect to the conflict of laws principles of such state.

15. Counterparts. The Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be taken to be an original; but such counterparts shall together constitute one and the same document.

IN WITNESS WHEREOF, the parties have executed the Agreement effective on the date and year first above written.

**CITY OF EVANSTON**

By: *Daniel Biss*  
Name: Daniel Biss  
Title: Mayor of Evanston

**INTERIM CITY MANAGER:**

*Luke Stowe*  
\_\_\_\_\_  
Luke Stowe

<b>TITLE</b>	Employment Contract - Luke Stowe
<b>FILE NAME</b>	Luke Stowe Contract.pdf
<b>DOCUMENT ID</b>	557d9feaf60fb6d1a18ce658b64e395f4b73be80
<b>AUDIT TRAIL DATE FORMAT</b>	MM / DD / YYYY
<b>STATUS</b>	● Signed

## Document History



SENT

**08 / 01 / 2022**

09:46:11 UTC-5

Sent for signature to Luke Stowe (lstowe@cityofevanston.org) and Daniel Biss (dbiss@cityofevanston.org) from lthomas@cityofevanston.org  
IP: 66.158.65.76



VIEWED

**08 / 01 / 2022**

09:52:57 UTC-5

Viewed by Luke Stowe (lstowe@cityofevanston.org)  
IP: 107.123.1.61



SIGNED

**08 / 01 / 2022**

09:53:13 UTC-5

Signed by Luke Stowe (lstowe@cityofevanston.org)  
IP: 107.123.1.61



VIEWED

**08 / 01 / 2022**

17:34:30 UTC-5

Viewed by Daniel Biss (dbiss@cityofevanston.org)  
IP: 66.158.65.110



SIGNED

**08 / 01 / 2022**

17:34:48 UTC-5

Signed by Daniel Biss (dbiss@cityofevanston.org)  
IP: 66.158.65.110



COMPLETED

**08 / 01 / 2022**

17:34:48 UTC-5

The document has been completed.