

EMPLOYMENT AGREEMENT

This Agreement is entered into as of the 6th day of January, 2015,
by and between Jackson County, Missouri, herein after referred to as "the County," and
Dennis Dumovich, hereinafter referred to as "Director."

WITNESSETH:

WHEREAS, the County, through the County Executive, is desirous of engaging the
services of Director to serve as the County's Director of Human Resources; and,

WHEREAS, Director, is well-qualified for this position and is desirous of undertaking
the professional duties of said position;

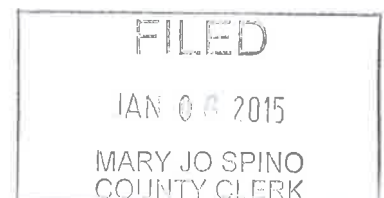
NOW THEREFORE, in consideration of the mutual covenants and agreements
herein contained, it is agreed by and between the parties as follows:

I. Term.

The County hereby engages the services of Director to serve as its Director of
Human Resources, for a term commencing December 22, 2014, and terminating on
December 31, 2016. After the initial term, Director's employment may be renewed by
mutual agreement of the parties, upon such terms as the parties may agree.

II. Employment.

For all purposes, County shall treat Director as an officer and employee of the
County and shall pay the employer's share of social security contributions and make
appropriate deductions from the biweekly payments required under paragraph III(A) hereof
for federal, state, and local taxes, and any other applicable taxes, fees, and assessments,



as well as for any benefits which the County offers to its employees, in which Director elects to participate. Director's employment with the County shall be governed by Missouri law and the Jackson County Charter, Code, and Personnel Rules, unless otherwise specifically provided herein.

III. Compensation.

A. For the entire term of this Agreement, Director shall be paid for his services the base sum of \$98,000.00 annually, payable bi-weekly. In the event that the County grants a cost-of-living increase to all or nearly all of its employees, Director shall be entitled to receive that cost-of-living increase as well. In the event that the County creates a "merit pool" for employee merit salary increases, Director shall be entitled to receive a merit increase no greater than the average increase for employees within the pool, provided that any such increase must be justified by Director's employee evaluation.

B. In lieu of submitting invoices for business use of his personal vehicle, Director shall receive an automobile allowance in the amount of \$945.00 per month.

C. Without regard to the length of Director's actual employment with the County, Director shall earn vacation leave authorized under the County's Personnel Rules at the rate of four weeks (20 days) per year. Director's accrual and use of vacation leave shall otherwise be governed by said Personnel Rules.

D. The County shall provide Director a cellular telephone for business use. Alternatively, Director shall be entitled to an allowance of \$55.00 monthly for his business use of his personal cellular telephone.

IV. Duties.

Director shall perform all duties and exercise all responsibilities set out by the

Missouri Constitution and Laws and Jackson County Charter, Code, and Personnel Rules for the office of the Director of Human Resources. A copy of the current job description for this position is attached hereto as Exhibit A.

V. Termination.

This Agreement may be terminated by either the Director or County as follows:

A. Upon the Director's termination of the Agreement through a written resignation, upon death of the Director, or upon finding of a permanent disability of the Director, no severance shall be due.

B. The County may terminate the Agreement without cause. In that event, the County shall pay Director a severance allowance equal to six (6) months' salary, payable within 15 days of the date of termination.

C. The County may terminate the Agreement for cause. If the Director is terminated for cause, the severance payment outlined in subparagraph B above shall not be paid to the Director. "Cause" in this Agreement means:

- (i.) An intentional act of fraud, embezzlement, theft or any other material violation of law that occurs during or in the course of the Director's employment with the County;
- (ii.) Intentional damage to County's assets;
- (iii.) Intentional disclosure of County's confidential information contrary to the County's policies;
- (iv.) Breach of the Director's obligations under this Agreement;
- (v.) Intentional engagement in any competitive activity which would constitute a breach of the Director's duty of loyalty or of the Director's

obligations under this Agreement;

- (vi.) Intentional breach of any of County's policies;
- (vii.) The willful and continued failure to substantially perform the Director's duties for County (other than as a result of incapacity due to physical or mental illness); or
- (viii.) Willful conduct by the Director that is demonstrably and materially injurious to the County, monetarily or otherwise.

For purposes of this paragraph, an act, or a failure to act shall not be deemed willful or intentional, as those terms are used herein, unless the act is done, or omitted to be done, by the Director in bad faith or without a reasonable belief that the Director's action or omission was in the best interest of County. Failure to meet performance standards or objectives, by itself, does not constitute "Cause." "Cause" also includes any of the above grounds for dismissal regardless of whether the County learns of it before or after terminating the Director's employment.

D. In the event of termination of the Agreement, Director shall be paid any compensation and benefits which would be due a County employee terminated under similar circumstances, pursuant to the Jackson County Personnel Rules.

VI. Construction.

This Agreement shall be construed under the laws of the State of Missouri.

VII. Severability, Waiver, and Modification.

The invalidity or inability to enforce any provision hereof shall in no way affect the validity or enforceability of any other provision. Failure to insist upon strict compliance with any terms, covenants or conditions of this Agreement shall not be deemed a waiver of

such, nor shall any waiver or relinquishment of such right or power at any time be taken to be a waiver of any other breach of this Agreement. Further, any waiver, alteration, or modification of any of the provisions of this Agreement, or cancellation or replacement of this Agreement, shall not be valid unless in writing and signed by the parties.

VIII. Annual Appropriation.

Funds necessary to meet any and all financial obligations incurred by the County herein are subject to appropriation in the County's 2015 and future years' annual budgets.

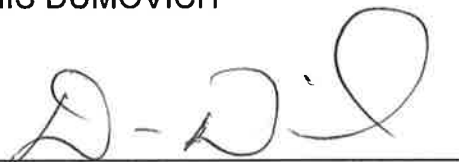
IX. Incorporation.

This Agreement incorporates the entire understanding of the parties.

JACKSON COUNTY, MO

DENNIS DUMOVICH

By 
Michael D. Sanders
County Executive

By 
Director of Human Resources

APPROVED AS TO FORM:

ATTEST:

By 
County Counselor


Mary Jo Spino, Clerk of the Legislature

REVENUE CERTIFICATE

I hereby certify that there is a balance, otherwise unencumbered to the credit of the appropriation to which this Agreement is chargeable and a cash balance otherwise

unencumbered in the treasury from which payment is to be made, each sufficient to meet the obligation of \$3,016.00 which is hereby authorized.

Remaining funds sufficient for this expenditure are subject to appropriation in the County's 2015 and future years' annual budgets.

December 17, 2014
Date


Director of Finance and Purchasing