

**IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI**

**A RESOLUTION** authorizing the County Executive to execute Employment Agreements with Fred Siems to serve as the Chief Administrative Officer and Shelley Kneuvean to serve as the Chief Operating Officer for Jackson County.

**RESOLUTION #17741**, November 21, 2011

**INTRODUCED BY** Dennis Waits and Dan Tarwater, County Legislators

WHEREAS, in an effort to support professional management for Jackson County, the County Executive recommends employment agreements for the top two management positions for the County; and,

WHEREAS, these agreements outline the basis for continued employment, termination, and severance, a practice that is recommended by the International City/County Management Association and promotes the separation of the professional management of the County from political offices; and,

WHEREAS, the execution of these Employment Agreements is in the best interests of the health, welfare, and safety of the citizens of Jackson County; now therefore,

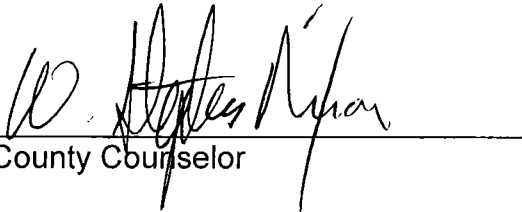
BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute the attached Employment Agreements on behalf of the County; and

BE IT FURTHER RESOLVED that all County officials be and hereby are authorized to

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Chief Deputy County Counselor

  
\_\_\_\_\_  
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution #17741 of November 21, 2011 was duly ~~passed on~~ **WITHDRAWN NOV 21 2011**, 2011 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

**WITHDRAWN NOV 21 2011**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mary Jo Spino, Clerk of Legislature

EMPLOYMENT AGREEMENT

This Agreement is entered into as of the 1<sup>st</sup> day of \_\_\_\_\_, 2011, by and between Jackson County, Missouri, herein after referred to as “the County” and Fred Siems, hereinafter referred to as “the Employee.”

WITNESSETH:

WHEREAS, the County, through the County Executive, is desirous of engaging the services of the Employee to serve on the County’s Executive staff as Chief Administrative Officer, and,

WHEREAS, the Employee 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 the Employee to serve for a term commencing on January 1, 2012 and ending December 31, 2014.

After this initial appointment, this appointment shall automatically renew for subsequent one year periods, to be compensated at minimum of the Employee's salary as of January 1, 2011, until such time as the Employee or County terminates the Agreement. Upon termination of the Agreement effective December 31 of any given year after the initial term, the provisions of Article V shall apply.

II. Employment

For all purposes, the County shall treat the Employee as an 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 IV (A) hereof for federal, state, and local taxes, and any other applicable taxes, fees, and assessments; and contribute to the pension plan. The County shall provide the Employee any other benefits which the County offers to its employees in which the Employee elects to participate.

Employee’s employment with the County shall be governed by Missouri law and the Jackson County Charter, Jackson County Code, and Jackson County Personnel Rules, unless otherwise specifically provided herein.

### III. Duties

The Employee shall perform all duties and exercise all responsibilities set out by the Missouri Constitution and Laws and Jackson County Charter, Code, and Personnel Rules.

The Employee shall be at the direction of the County Executive or his/her designee for specific assigned job duties and responsibilities as part of the Executive team.

### IV. Compensation

The first term of this Agreement shall be January 1, 2012 through December 31, 2014. The Employee shall be paid at a minimum the Employee's salary as of January 1, 2011, annually, payable biweekly, for the Employee's services. In the event that the County grants a cost of living increase to its employees, the Employee shall be entitled to receive that cost of living increase as well. In the event the County desires to promote Employee, compensation shall be increased accordingly.

For each subsequent year (2013 and beyond), the Employee shall be compensated at minimum the Employee's salary as of January 1, 2011. Any increase in compensation shall be determined by the County Executive based on performance of the Employee's duties.

### V. Termination

This agreement may be terminated by either the Employee or County as follows:

- A. If the Employee terminates the agreement through a written resignation by the Employee, upon death of the Employee, or upon a finding of a permanent disability of the Employee, no additional severance shall be required.
- B. In the event the County does not desire to automatically renew this employment agreement after the initial term for an additional year, the County shall provide Employee at least ninety (90) days written notice of the non-renewal of the Agreement for the next calendar year or no later than October 1 of each year, or the Agreement will be deemed automatically extended for another twelve months (January through December).

In the event proper notice is provided to terminate the Agreement, the termination effective date will be December 31 of that year. Upon separation, the Employee shall be provided a severance equal to six (6) months' salary paid in lump sum no later than December 31 of the expiring year.

Additionally, the Employee shall be afforded compensation via payment of the County's share for individual health insurance premiums through COBRA for twelve (12) months or until such time as a replacement insurance is provided by the Employee, but not more than twelve (12) months total.

C. If the Employee is terminated for cause, the severance outlined in Section B above shall not be paid to the Employee. 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 Employee's employment with 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 Employee's obligations under this Agreement;**
- (v). **Intentional engagement in any competitive activity which would constitute a breach of the Employee's duty of loyalty or of the Employee's obligations under this Agreement;**
- (vi). **Intentional breach of any of County's policies;**
- (vii). **The willful and continued failure to substantially perform the Employee's duties for County (other than as a result of incapacity due to physical or mental illness); or**
- (viii). **Willful conduct by the Employee that is demonstrably and materially injurious to the County, monetarily or otherwise.**

For purposes of this paragraph, and act, or a failure to act, shall not be deemed willful or intentional, as those terms are defined herein, unless it is done, or omitted to be done, by the Employee in bad faith or without a reasonable belief that the Employee'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 Employee's employment.

## 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. Incorporation

This Agreement incorporates the entire understanding of the parties.

IX. Annual Appropriation

Funds necessary to meet any and all financial obligations incurred by the County herein are subject to appropriation in the County's 2012 and future years' annual budgets.

JACKSON COUNTY, MISSOURI

By: \_\_\_\_\_  
MICHAEL D. SANDERS  
COUNTY EXECUTIVE

\_\_\_\_\_  
FRED SIEMS  
EMPLOYEE

ATTEST:

\_\_\_\_\_  
MARY JO SPINO  
COUNTY CLERK

APPROVED AS TO FORM:

By: \_\_\_\_\_  
W. STEPHEN NIXON  
COUNTY COUNSELOR

**REVENUE CERTIFICATE**

Funds sufficient for this expenditure are subject to appropriation in the County's 2012 and future years' annual budgets.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director of Finance and Purchasing

**EMPLOYMENT AGREEMENT**

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WITNESSETH:

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JACKSON COUNTY, MISSOURI

By: \_\_\_\_\_  
MICHAEL D. SANDERS  
COUNTY EXECUTIVE

\_\_\_\_\_  
SHELLEY KNEUVEAN  
EMPLOYEE

ATTEST:

\_\_\_\_\_  
MARY JO SPINO  
COUNTY CLERK

APPROVED AS TO FORM:

By: \_\_\_\_\_  
W. STEPHEN NIXON  
COUNTY COUNSELOR

**REVENUE CERTIFICATE**

Funds sufficient for this expenditure are subject to appropriation in the County's 2012 and future years' annual budgets.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director of Finance and Purchasing