

**EMPLOYMENT AGREEMENT**

This Agreement is entered into as of the 26<sup>th</sup> day of August, 2019, by and between Jackson County, Missouri, herein after referred to as "the County," and Marius Tarau, M.D., herein after referred to as "Tarau."

WITNESSETH:

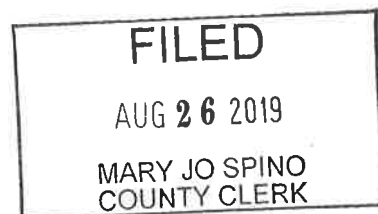
WHEREAS, the County, through the County Executive, is desirous of continuing the services of Marius Tarau, M.D., to serve as the County's Chief Medical Examiner; and,

WHEREAS, Tarau is well-qualified for this position and is desirous of continuing to perform 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 Marius Tarau, M.D., to continue to serve as its Chief Medical Examiner, for a term ending on December 31, 2022. After the initial term, Tarau's employment will continue, month to month, until terminated by written notice at least thirty (30) days prior to the termination date designated in the written notice. This Agreement 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 Tarau 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 Tarau elects to participate. Tarau'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, Tarau shall be paid for his services the base sum of \$290,000.00 annually, payable bi-weekly. In the event that the County grants a cost-of-living increase to all or nearly all of its employees, Tarau 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, Tarau shall be entitled to receive a merit increase no greater than the average increase for employees within the pool, up to the limit of the salary range established by County ordinance for the Chief Medical Examiner position. The County Executive shall have discretion to increase Tarau's salary in any manner consistent with the County's code and personnel rules and procedures.

B. In lieu of submitting invoices for business use of his personal vehicle, Tarau shall receive an automobile allowance in the amount of \$500.00 per month.

C. Without regard to the length of Tarau's actual employment with the County, Tarau shall earn vacation leave authorized under the County's Personnel Rules at the rate of five weeks (25 days) per year. Tarau's accrual and use of vacation leave shall otherwise be governed by said Personnel Rules.

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

IV. Duties.

Tarau 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 position of Chief Medical Examiner. 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 Tarau or County as follows:

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

B. The County may terminate the Agreement without cause. In that event, the County shall pay Tarau a severance allowance equal to three (3) months' salary, payable within 15 days of the date of termination.

C. The County may terminate the Agreement for cause. If Tarau is terminated for cause, the severance payment outlined in subparagraph B above shall not

be paid to Tarau. "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 Tarau'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 Tarau's obligations under this Agreement;
- V. Intentional engagement in any competitive activity which would constitute a breach of Tarau's duty of loyalty or of Tarau's obligations under this Agreement;
- VI. Intentional breach of any of County's policies;
- VII. The willful and continued failure to substantially perform Tarau's duties for County (other than as a result of incapacity due to physical or mental illness);
- VIII. Willful conduct by Tarau that is demonstrably and materially injurious to the County, monetarily or otherwise;
- IX. Suspension or revocation of any professional licensing required to act as a medical professional and/or medical examiner.

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 Tarau, in bad faith or without a reasonable belief that Tarau'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 Tarau's employment: In no event shall any severance be due if Tarau is continued to be employed

as Chief Medical Examiner after December 31, 2022, unless provided for in a Successor Employment Agreement.

D. In the event of termination of the Agreement, Tarau 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.

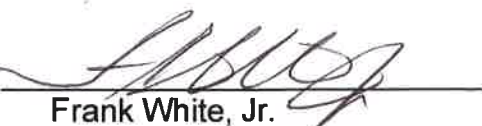
Funds necessary to meet any and all financial obligations incurred by the County herein after calendar year 2019 are subject to appropriation in the County's 2020 and future years' annual budgets.

IX. Incorporation.

This Agreement incorporates the entire understanding of the parties.

JACKSON COUNTY, MO

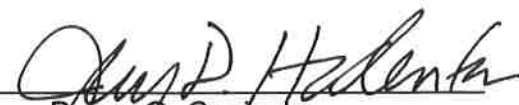
MARIUS TARAU, MD

By   
Frank White, Jr.  
County Executive

By   
Chief Medical Examiner

APPROVED AS TO FORM:


ATTEST:

By   
Bryan P. Covinsky  
County Counselor

  
Mary Jo Spino  
Clerk of the Legislature

**REVENUE CERTIFICATE**

Funds sufficient for this expenditure in calendar year 2019 are included in the County's annual budget. Funds for future years are subject to appropriation in the County's 2020 and future years' annual budgets.

  
Date

  
Director of Finance and Purchasing  
