

EMPLOYMENT AGREEMENT

This Agreement is entered into as of the 1st day of January, 2011, by and between Jackson County, Missouri, herein after referred to as "the County," and W. Stephen Nixon, hereinafter referred to as "Counselor."

WITNESSETH:

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

WHEREAS, Counselor, 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 Counselor to serve as its County Counselor, for a term commencing January 1, 2011, and terminating on December 31, 2014.

II. Option to Extend.

At the conclusion of the term referenced above, Counselor shall have the option of extending his employment with the County for a term of one year, by serving in a staff assistant county counselor position in the County's County Counselor's office, at his then current salary. If Counselor determines to exercise this option, he must give written notice of this exercise on or before November 30, 2014, to the County Executive. If Counselor does exercise this option, he shall have one further option to extend his employment for

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MARY JO SPINO
COUNTY CLERK

one additional year, again at his then current salary, said additional option to be exercised on or before November 30, 2015, in the same manner as set out above.

III. Employment.

For all purposes, County shall treat Counselor 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 IV(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 Counselor elects to participate. Counselor'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.

IV. Compensation.

A. For the entire term of this Agreement, Counselor shall be paid for his services the base sum of \$144,747.00 annually, payable bi-weekly. In the event that the County grants a cost-of-living increase to all or nearly all of its employees, Counselor shall be entitled to receive that cost-of-living increase as well.

B. In lieu of submitting invoices for business use of his personal vehicle, Counselor shall receive an automobile allowance in the amount of \$600.00 per month.

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

D. The County shall pay Counselor's annual dues to the Missouri Bar for so long as Counselor is employed by the County. The County shall pay for such reasonable and necessary costs for professional Continuing Legal Education for the maintenance of the professional licenses of Counselor, and for such professional memberships as are appropriate.

V. Duties.

Counselor 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 County Counselor. A copy of the current job description for this position is attached hereto as Exhibit A.

VI. Termination.

A. This Agreement shall terminate:

1. Upon its normal termination if not renewed, subject to Counselor's option to extend provided in paragraph II hereof;
2. Upon the death of Counselor, except the termination of this Agreement does not affect any further vested rights provided under Counselor's pension;
3. If Counselor becomes permanently disabled as defined in the County's disability program;
4. Upon written resignation by Counselor;
5. Upon written notice by County of termination of Counselor for cause, as further set out in article VI, section 6 of the County Charter.

B. In the event of termination of this Agreement by County without cause, Counselor shall be entitled to all equitable relief and damages caused by such breach

under the law, including without limitation all remaining compensation payable under the terms of this Agreement.

VII. Construction.

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

VIII. 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.


IX. Annual Appropriation.

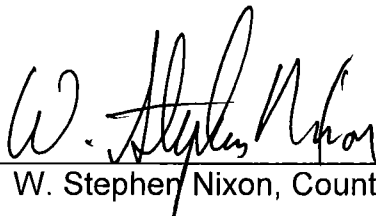
Funds necessary to meet any and all financial obligations incurred by the County herein are subject to appropriation in the County's 2011 and future years' annual budgets.

X. Incorporation.


This Agreement incorporates the entire understanding of the parties.


APPROVED AS TO FORM:

By 
Acting County Counselor

By 
W. Stepher Nixon, County Counselor

ATTEST:

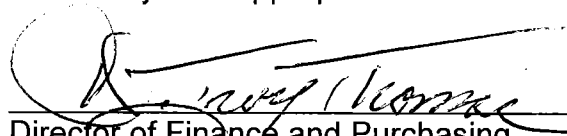

Mary Jo Spirio, Jackson County Clerk

JACKSON COUNTY, MO
By 
Michael D. Sanders, County Executive

REVENUE CERTIFICATE

Funds sufficient for this expenditure are subject to appropriation in the County's 2011 and future years' annual budgets.

December 6, 2010
Date



Director of Finance and Purchasing