

EMPLOYMENT AGREEMENT

This Agreement is entered into as of the 19th day of December, 20 , by and between Jackson County, Missouri, herein after referred to as "the County," and Gary Panethiere, hereinafter referred to as "COO."

WITNESSETH:

WHEREAS, the County, through the County Executive, is desirous of engaging the services of COO to serve on the County Executive's Staff as the County's Chief Operating Officer; and,

WHEREAS, COO, 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 COO to serve as its Chief Operating Officer, for a term commencing December 8, 2014, and terminating on December 31, 2018. After the initial term, COO's employment shall automatically renew for subsequent one year periods, to be compensated at a minimum of COO's then current salary, until such time as COO or County terminates the Agreement pursuant to paragraph V hereof. 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, County shall treat COO 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 COO elects to participate. COO'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, COO shall be paid for his services the base sum of \$135,000.00 annually, payable bi-weekly. In the event that the County grants a cost-of-living increase to all or nearly all of its employees, COO 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, COO 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 COO's employee evaluation. This subparagraph establishes COO's minimum salary entitlements only. The County Executive shall have discretion to increase COO's salary in any manner consistent with the County's personnel rules and procedures.

B. In lieu of submitting invoices for business use of his personal vehicle, COO shall receive an automobile allowance in the amount of \$800.00 per month.

C. The County shall provide COO a cellular telephone for business use, or an allowance for COO's use of a personal cellular phone in accordance with the County's policy.

D. The County shall pay COO's annual dues to the Missouri State Board of Accountancy for so long as COO is employed by the County. Additionally, COO shall be entitled to a reasonable allocation of budgeted funds to allow him to meet the continuing professional education requirements of the state board.

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

IV. Duties.

COO 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 Chief Operating Officer.

V. Termination.

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

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

B. In the event the County does not desire to renew this Agreement for an additional year after the initial term or any renewal term, the County shall provide COO at least ninety (90) days written notice of the non-renewal of the Agreement for the

next calendar year no later than October 1 of each year, or the Agreement will be deemed extended for another twelve months (January through December). In the event proper notice is provided to terminate the Agreement under this subparagraph, the termination effective date will be December 31 of that year. Upon separation, the COO shall be provided a severance payment equal to nine (9) months' salary paid in a lump sum no later than December 31 of the expiring year. Additionally, the COO 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 COO, but not more than twelve (12) months total.

C. The County may terminate the Agreement without cause upon written notice. In that event, the severance and insurance payments described in subparagraph B above shall be due.

D. The County also may terminate the Agreement for cause upon written notice. If the COO is terminated for cause, the severance payment outlined in subparagraph B above shall not be paid to the COO. "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 COO'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 COO's obligations under this Agreement;

- (v.) Intentional engagement in any competitive activity which would constitute a breach of the COO's duty of loyalty or of the COO's obligations under this Agreement;
- (vi.) Intentional breach of any of County's policies;
- (vii.) The willful and continued failure to substantially perform the COO's duties for County (other than as a result of incapacity due to physical or mental illness); or
- (viii.) Willful conduct by the COO 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 COO in bad faith or without a reasonable belief that the COO'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 COO's employment.

E. In the event of termination of the Agreement, COO shall be paid any compensation and benefits which would be due a County employee terminated under similar circumstances, pursuant to 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

GARY PANETHIERE

By 
Michael D. Sanders
County Executive

By 
Chief Operating Officer

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 \$9,346.00 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 16, 2014
Date


Director of Finance and Purchasing
Account No.: 001-1001-55010-\$2,616
004-1501-55010-\$3,365
003-1601-55010-\$3,365