

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute an Employment Agreement with Dr. Diane Peterson, M.D. to serve as the Medical Examiner for Jackson County.

RESOLUTION NO. 19077, February 22, 2016

INTRODUCED BY Scott Burnett and Dennis Waits, County Legislators

WHEREAS, by Executive Order No. 16-06, the County Executive appointed Dr. Diane Peterson, M.D. to serve as the County's Medical Examiner effective February 16, 2016; and,

WHEREAS, in an effort to support professional management for Jackson County, the County Executive recommends an employment agreement for this top-level management position with the County; and,

WHEREAS, this agreement outlines 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 this Employment Agreement 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 Agreement on behalf of the County; and,

BE IT FURTHER RESOLVED that all County officials be and hereby are authorized to undertake all actions required by this Agreement.

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 No. 19077 of February 22, 2016, was duly passed on February 22, 2016 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 9

Nays 0

Abstaining 0

Absent 0

2-22-16

Date



Mary Jo Spino, Clerk of Legislature

EMPLOYMENT AGREEMENT

This Agreement is entered into as of the _____ day of _____, 2016, by and between Jackson County, Missouri, herein after referred to as "the County," and Diane Peterson, M.D., herein after referred to as "Peterson."

WITNESSETH:

WHEREAS, the County, through the County Executive, is desirous of engaging the services of Diane Peterson, M.D. to serve as the Jackson County Medical Examiner; and,

WHEREAS, Peterson, 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 Diane Peterson, M.D. to serve as its Medical Examiner, for a term commencing on the date this contract is executed, and terminating on December 31, 2018. After the initial term, Peterson'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 contract 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 Peterson 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 Peterson elects to participate. Peterson'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, Peterson shall be paid for her services the base sum of \$215,000.00 annually, payable bi-weekly. In the event that the County grants a cost-of-living increase to all or nearly all of its employees, Peterson 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, Peterson shall be entitled to receive a merit increase no greater than the average increase for employees within the pool. The County Executive shall have discretion to increase Peterson's salary in any manner consistent with the County's personnel rules and procedures.

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

C. Without regard to the length of Peterson's actual employment with the County, Peterson shall earn vacation leave authorized under the County's

Personnel Rules at the rate of five weeks (25 days) per year. Peterson's accrual and use of vacation leave shall otherwise be governed by said Personnel Rules.

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

IV. Duties.

Peterson 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 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 Peterson or County as follows:

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

B. The County may terminate the Agreement without cause. In that event, the County shall pay Peterson 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 Peterson is terminated for cause, the severance payment outlined in subparagraph B above shall not be paid to Peterson. "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 Peterson'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 Peterson's obligations under this Agreement;
- V. Intentional engagement in any competitive activity which would constitute a breach of Peterson's duty of loyalty or of Peterson's obligations under this Agreement;
- VI. Intentional breach of any of County's policies;
- VII. The willful and continued failure to substantially perform Peterson's duties for County (other than as a result of incapacity due to physical or mental illness);
- VIII. Willful conduct by Peterson 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 Peterson, in bad faith or without a reasonable belief that Peterson'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 Peterson's employment.

D. In the event of termination of the Agreement, Peterson 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 2016 are subject to appropriation in the County's 2017 and future years' annual budgets.

IX. Incorporation.

This Agreement incorporates the entire understanding of the parties.

JACKSON COUNTY, MO

DIANE PETERSON, MD

By _____
Frank White, Jr.
County Executive

By _____
Medical Examiner

APPROVED AS TO FORM:

ATTEST:

By _____
W. Stephen Nixon
County Counselor

Mary Jo Spino
Clerk of the Legislature

REVENUE CERTIFICATE

Funds sufficient for this expenditure in calendar year 2016 are included in the County's annual budget. Funds for future years are subject to appropriation in the County's 2017 and future years' annual budgets.

Date

Director of Finance and Purchasing