

EMPLOYMENT AGREEMENT

This Agreement is entered into as of the 5th day of May, 2015, by and between Jackson County, Missouri, herein after referred to as "the County," and Brian Gaddie.

WITNESSETH:

WHEREAS, the County, through the County Executive, is desirous of engaging the services of Brian Gaddie to serve as the County's Director of Public Works; and,

WHEREAS, Brian Gaddie, is well-qualified for this position and is desirous of undertaking the professional duties of said position;

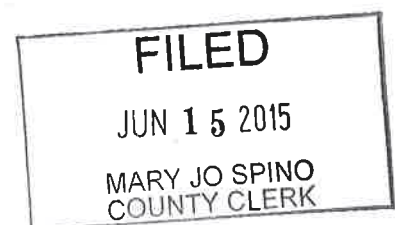
NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is agreed by and between the parties as follows:

I. Term.

The County hereby engages the services of Brian Gaddie to serve as its Director of Public Works, for a term commencing June 1st, 2015, and terminating on June 1st, 2019. After the initial term, Brian Gaddie's employment 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 Brian Gaddie 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 Brian Gaddie elects to participate. Brian Gaddie'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, Brian Gaddie shall be paid for his services the base sum of \$107,500.00 annually, payable bi-weekly. In the event that the County grants a cost-of-living increase to all or nearly all of its employees, Brian Gaddie 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, Brian Gaddie 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 Brian Gaddie's employee evaluation. The County Executive shall have discretion to increase Brian Gaddie'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, Brian Gaddie shall receive an automobile allowance in the amount of \$1,000.00 per month.

C. Without regard to the length of Brian Gaddie's actual employment with the County, Brian Gaddie shall earn vacation leave authorized under the County's Personnel Rules at the rate of four weeks (20 days) per year. One week (5 days) can be used during the first ninety (90) days of employment. Brian Gaddie's accrual and use of vacation leave shall otherwise be governed by said Personnel Rules.

D. The County shall provide Brian Gaddie a cellular telephone for business use. Alternatively, Brian Gaddie shall be entitled to an allowance of \$55.00

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

D. In the event of termination of the Agreement, Brian Gaddie 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.

APPROVED AS TO FORM:

ATTEST:

By W. Stephen Nixon
W. Stephen Nixon
County Counselor

Mary Jo Spino
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 \$63,679.00 which is hereby authorized.

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

June 15, 2015
Date

[Signature]
Director of Finance and Purchasing
Account No.: 004-1501-55010-\$49,670
001-1204-55010-\$11,462
002-1503-55010-\$2,547