

**IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI**

**A RESOLUTION** authorizing the County Executive to execute Employment Agreements with Dr. Marius Tarau, Chief Medical Examiner, and Dr. Lindsey Haldiman, Deputy Medical Examiner.

**RESOLUTION NO. 20225**, August 12, 2019

**INTRODUCED BY** Charlie Franklin, County Legislator

WHEREAS, by Executive Order No. 19-18, the County Executive appointed Dr. Marius C. Tarau, M.D., to serve as the County's Chief Medical Examiner effective June 3, 2019; and,

WHEREAS, Dr. Lindsey Haldiman, D.O., continues to serve as Deputy Medical Examiner; and,

WHEREAS, in an effort to support professional management for Jackson County, the County Executive recommends employment agreements for these top-level management positions with the County; and,

WHEREAS, the agreements outline 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, an increase in compensation for Dr. Tarau and Dr. Haldiman is warranted

for the reason of competing agencies offering a higher compensation than their current rates of pay; and,

WHEREAS, the County Executive and Dr. Tarau and Dr. Haldiman have reached agreement for the increase of compensation; and,

WHEREAS, this level of compensation will allow the County to retain their services, which is critical to the operations of the Medical Examiner's Office; and,


WHEREAS, the execution of these Employment Agreements is in the best interests of the health, welfare, and safety of the citizens of Jackson County; now therefore,

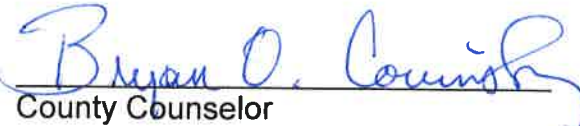
BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute the attached Employment Agreements on behalf of the County; and,

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. 20225 of August 12, 2019, was duly passed on August 19, 2019 by the Jackson County Legislature. The votes thereon were as follows:

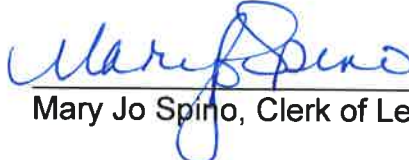
Yeas 8

Nays 0

Abstaining 0

Absent 1

8-19-19  
Date

  
Mary Jo Spino, Clerk of 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.

8/12/19  
Date

  
Chief Administrative Officer

## EMPLOYMENT AGREEMENT

This Agreement is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between Jackson County, Missouri, herein after referred to as “the County,” and Lindsey Haldiman, D.O., herein after referred to as “Haldiman.”

WITNESSETH:

WHEREAS, the County, through the County Executive, is desirous of continuing the services of Lindsey Haldiman, D.O., to serve as the County’s Chief Deputy Medical Examiner; and,

WHEREAS, Haldiman 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 Lindsey Haldiman, D.O., to serve as Chief Deputy Medical Examiner, for a term commencing on the date this contract is executed, and terminating on December 31, 2022. After the initial term, Haldiman’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 Haldiman 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. Haldiman'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, Haldiman shall be paid for her services the base sum of \$250,000.00 annually, payable bi-weekly. In the event that the County grants a cost-of-living increase to all or nearly all of its employees, Haldiman 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, Haldiman 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 Deputy Medical Examiner position. The County Executive shall have discretion to increase Haldiman's salary in any manner consistent with the County's code and personnel rules and procedures.

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

Rules at the rate of four weeks (20 days) per year. Haldiman's accrual and use of vacation leave shall otherwise be governed by said Personnel Rules.

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

IV. Duties.

Haldiman 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 Deputy 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 Haldiman or County as follows:

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

B. The County may terminate the Agreement without cause. In that event, the County shall pay Haldiman 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 Haldiman is terminated for cause, the severance payment outlined in subparagraph B above shall not be paid to Haldiman. "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 Haldiman'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 Haldiman's obligations under this Agreement;
- V. Intentional engagement in any competitive activity which would constitute a breach of Haldiman's duty of loyalty or of Haldiman's obligations under this Agreement;
- VI. Intentional breach of any of County's policies;
- VII. The willful and continued failure to substantially perform Haldiman's duties for County (other than as a result of incapacity due to physical or mental illness);
- VIII. Willful conduct by Haldiman 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 Haldiman, in bad faith or without a reasonable belief that Haldiman'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 Haldiman's employment: In no event shall any severance be due if Haldiman is continued to be employed as Chief Deputy Medical Examiner after December 31, 2022, unless provided for in a Successor Employment Agreement.

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

LINDSEY HALDIMAN, D.O.

By \_\_\_\_\_  
Frank White, Jr.  
County Executive

By \_\_\_\_\_  
Medical Examiner

APPROVED AS TO FORM:

ATTEST:

By \_\_\_\_\_  
Bryan O. 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

**EMPLOYMENT AGREEMENT**

This Agreement is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 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.

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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 O. 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