

EMPLOYMENT AGREEMENT

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CLAY COUNTY CLERK

This EMPLOYMENT AGREEMENT ("**Agreement**") is by and between Nicole Brown ("**Employee**") and Clay County, Missouri organized pursuant to § 46.073, RSMo ("**County**"). This Agreement shall be effective as of October 15, 2018. ST 12:30P

WHEREAS, County desires to enter into an employment agreement with Employee to equalize compensation and benefits for structure changes resulting in significant additional job responsibilities;

WHEREAS, Employee desires to continue to be employed by County and County desires to continue to employ Employee as Assistant County Administrator – Public Services and to provide Employee with future job security; and

WHEREAS, County and Employee jointly and freely enter into this Agreement;

WHEREAS, Employee desires to be employed by County and County desires to employ Employee, on the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

I. TERMS OF EMPLOYMENT.

A. The term of Employee's employment under this Agreement shall be for a period of one year, commencing on **November 15, 2018** and running through, **November 15, 2019** (the "**Initial Term**"); provided that, at the end of the Initial Term this Agreement will automatically renew for successive one (1) year periods on each subsequent annual anniversary of the Start Date (the Initial Term and any renewal terms are collectively referred to as the "**Employment Term**").

B. Notwithstanding anything to the contrary contained herein, the Employment Term is subject to termination pursuant to Section VI below.

II. DUTIES OF EMPLOYEE:

A. Employee shall continue to be employed as the Assistant County Administrator – Public Services. Employee shall perform the duties set forth in Employee's current job description, as outlined in Resolution 2018-253 and 253(A) and attached as **Exhibit A** to this Agreement, and such other duties and responsibilities as are assigned to and accepted by Employee from time to time by the Clay County Commission (the "**Commission**").

B. In order to provide an efficient and positive workplace, Commissioners shall only assign duties to Employee as provided in Section II.A and shall not assign tasks or projects to subordinates of Employee.

III. COMPENSATION

A. During the Employment Term, the County shall pay to Employee a base salary of \$111,974 per year (the "**Base Salary**"), payable at the County's regular employee payroll intervals and subject to all applicable deductions and withholdings

B. Employee's Base Salary shall be adjusted in accordance with any Cost of Living Adjustments ("COLA") provided to County employees generally.

IV. BENEFITS

A. While Employee is employed by the County, Employee shall be entitled and shall receive all benefits and conditions available to County employees pursuant to the County's benefit plans and programs, generally. Employee's eligibility for and participation in such plans or programs shall be determined in accordance with the eligibility and participation requirements of the applicable plans and programs then in effect. Except as otherwise specifically provided herein, nothing in this Agreement shall preclude the County from amending or terminating any of the plans or programs applicable to employees of the County, generally.

B. The parties agree that no payments to CERF, LAGERS, or any other retirement plan shall be made or earned following the termination or resignation of Employee's employment with the County.

V. EXPENSES.

A. Reimbursement shall be made pursuant to the County's policy in place at the time the expense is incurred. Employee shall be entitled to reimbursement for all customary and reasonable incidental expenses incurred by Employee in connection with the performance of Employee's duties on behalf of the County in accordance with the County's policies, provided that Employee shall submit documentation of such expenses as the County may reasonably require.

VI. TERMINATION.

A. Notwithstanding anything set forth herein, Employee understands and agrees that Employee serves at the pleasure of the Commission and that this Agreement may be terminated based on the following:

1. **For Cause.** The County may terminate the Employment Term for "Cause." If the Employee is terminated for Cause, the County shall provide Employee with thirty (30) days written notice of termination. Employee shall be entitled to the payout of one hundred percent of Employee's earned, but unused, vacation time and no less than twenty-five percent of Employee's earned, but unused, sick leave, payable at the Employee's rate of pay at the time of this Agreement. If a more generous payout policy exists at the time of Employee's termination or resignation, then Employee shall be eligible for payout under said policy.

a) For purposes of this Agreement, "Cause" shall mean a good faith determination by the County that Employee has engaged in misconduct related to the performance of the Employee's official duties, including but not limited to:

- i. The willful or material breach of the Employee's duties, including the failure to comply with any reasonable and lawful oral or written request or resolution of the Commission with respect to the performance of Employee's duties;
- ii. A conviction of a felony;
- iii. A material violation of the County's Personnel Rules and/or County Ordinances;
- iv. The use or possession of illegal drugs.

b) "Cause" shall also exist in the event Employee dies or becomes disabled as defined by County's long term disability plan.

2. **Without Cause:** The County may terminate or request resignation of the Employment Term at any time without cause. If the County requests Employee's resignation or terminates the Employment Term without cause, Employee shall be entitled to the following:

a) an amount equal to twelve (12) months of Employee's Base Salary ("Severance Pay"), less applicable deductions and withholdings, payable in equal installments as if a continuing Employee, and payments shall be made through county biweekly payroll system beginning 31 days following the Effective Date of Employee's signed release and waiver as described in Section VII.B;

b) the right to elect continuation of coverage under a group health plan of the County pursuant to the requirements of Section 4980B of the Code, as amended, and any similar applicable law, ("COBRA"), and to the payment of the Employer's share of monthly premiums by the County until the earlier of: (A) Employee's eligibility for coverage under another employer's group health plan, (B) termination of Employee's or his spouse's or dependents' rights to continuation coverage under COBRA, or (C) twelve (12) months following the termination of Employee's employment with the County. Termination or resignation under Section VI.A(2) shall be deemed a qualifying event that allows Employee to make alternative benefit selections. Employee agrees and acknowledges that the period of coverage under such plans shall run concurrently with such plans' obligations to provide continuation coverage pursuant to COBRA, and that this subsection shall not limit such plans' obligations to provide continuation coverage under COBRA; and

c) any other benefits to which Employee is entitled pursuant to County policy including the payout of one hundred percent of Employee's earned, but unused, vacation time and no less than twenty-five percent of Employee's earned, but unused, sick leave, payable at the Employee's rate of pay at the time of this Agreement. If a more generous payout policy exists at the time of Employee's termination or resignation, then Employee shall be eligible for payout under said policy.

3. **Employee Voluntary Resignation:** Employee may terminate the Employment Term by providing notice in accordance with the County's four-week notice period ("**Notice Period**"). A Voluntary resignation under Section VI.A(3) shall be considered a qualifying event that allows Employee to make alternative benefit elections. If Employee resigns from employment with the County, Employee shall be entitled to:

a) continued Employment during the County's mandated four-week notice period and the continuation of all benefits afforded other eligible employees, not limited to CERF, LAGERS, medical, dental and vision insurance during the Notice Period;

b) an amount equal to three (3) months of Employee's Base Salary ("Severance Pay"), less applicable deductions and withholdings, payable in equal installments through the County's biweekly payroll system, beginning 31 days following the Effective Date of Employee's signed release and waiver as described in Section VII.B; and

c) any other benefits to which Employee is entitled pursuant to County policy at the time of resignation, including but not limited to the payout of one hundred percent of Employee's earned, but unused, vacation time and no less than twenty-five percent of Employee's earned, but unused, sick leave, payable at the Employee's rate of pay at the time of this Agreement. If a more generous payout policy exists at the time of Employee's termination or resignation, then Employee shall be eligible for payout under said policy.

VII. TRANSITION PERIOD

A. Upon termination for any reason, Employee (i) agrees to provide reasonable cooperation to County at County's expense in winding up Employee's work for County and transferring that work to other individuals as designated by County, and (ii) agrees to participate in any investigation or litigation as requested by County. In the event of (ii), County shall reimburse Employee for reasonable costs incurred, which reimbursement is only to ensure Employee does not experience out of pocket expenses in connection with such participation.

B. Notwithstanding the foregoing or any other provision in this Agreement, all payments under Section VI subsections A.(2) and A.(3) shall be conditioned on: (i) Employee's

execution and delivery to County of a final and complete standard separation agreement that includes a release and waiver of claims related to Employee's employment in a form that is generally consistent with the language attached as **Exhibit B**, which is incorporated herein by this reference. Such release and waiver of claims must be executed, and all revocation periods must have expired, within 30 days after the date of termination of Employee's employment.

VIII. INDEMNIFICATION RIGHTS

A. County agrees to indemnify Employee to the fullest extent permitted by law and in accordance with the County's applicable insurance policies, which are incorporated herein by reference, for conduct committed within the scope and course of Employee's employment with County.

B. County further represents that Employee will be protected by such indemnification, both during and after Employee's employment with the County to the fullest extent permitted by law and in accordance with the County's applicable insurance policies, against any liabilities, costs, claims, and expenses, including all costs and expenses incurred in defense of any Proceeding (including attorneys' fees) for conduct arising out of the scope and course of Employee's employment with County.

C. This provision shall not apply to any proceeding initiated by Employee or the County related to any contest or dispute between Employee and the County with respect to this Agreement or Employee's employment hereunder.

IX. ENTIRE AGREEMENT

A. This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind proceeding the date on which this Agreement is executed shall not be binding upon either party except to the extent incorporated in this Agreement. Any modification of this Agreement must be in writing and signed by the parties.

X. NOTICES

A. Notices and all other communications provided for in this Agreement shall be in writing and delivered via registered or certified mail, return receipt requested, or by overnight carrier to the County Counselor at the address on file with the County.

B. Notices and all other communications provided for in this Agreement shall be in writing and delivered via registered or certified mail, return receipt requested, or by overnight carrier to the Employee at the address on file with the County.

XI. SEVERABILITY

A. All of the provisions of this Agreement shall be severable. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Agreement shall be valid unless the court finds the valid provisions of this Agreement are so essentially and inseparably connected with and so

dependent upon the invalid provisions that it cannot be presumed that the parties to this Agreement could have included the valid provisions without the invalid provisions, or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

XII. NO ASSIGNMENT

A. The rights of Employee or any other person to payments under this Agreement shall not be assigned, transferred, pledged or encumbered except by will or under the laws of descent and distribution.

XIII. GOVERNING LAW

A. This Agreement, for all purposes, shall be construed in accordance with the laws of Missouri without regard to conflicts of law principles.

XIV. HEADINGS

A. The headings and other captions in this Agreement are included solely for convenience of reference and shall not control the meaning and interpretation of any provision of this Agreement.

XV. BINDING EFFECT

A. This Agreement shall bind and be enforced between Employee and County, including any subsequently elected or appointed Commissioners, for the duration of the agreement.

IN WITNESS WHEREOF, on this 15th day of October, 2018, the parties have set their hands and seals the date and year first above written. The parties represent that the signatories below have full authority and authorization to sign on behalf of the respective parties.

CLAY COUNTY COMMISSIONERS

By: Luann Ridgeway
Name: Luann Ridgeway
Title: Commissioner

By: Gene Owen
Name: GENE OWEN
Title: COMMISSIONER

By: _____
Name: _____
Title: _____

EMPLOYEE:

Michael

Lonell Jensen

RESOLUTION
OF THE CLAY COUNTY COMMISSION
CLAY COUNTY, MISSOURI

ATTEST A TRUE COPY
MEGAN THOMPSON, CLERK
CLAY COUNTY COMMISSION
BY *[Signature]*
DEPUTY CLERK

2018-253a

APPROVE DELEGATION OF DUTIES
COMMISSION

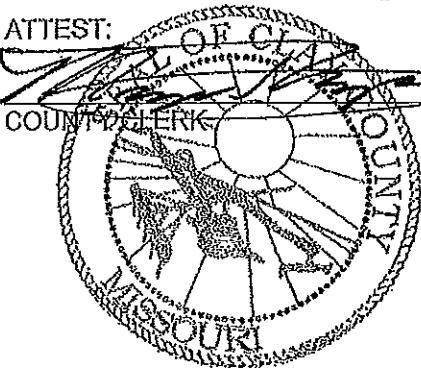
BE IT HEREBY RESOLVED BY THE COUNTY COMMISSION OF CLAY COUNTY, MISSOURI THAT, this Commission hereby authorizes the Assistant County Administrators to take actions within their current areas of authority that would have been completed in conjunction with the County Administrator and the Commission further delegates certain specific duties and authority of the previous County Administrator to the current Assistant County Administrators, or other current County employees, as specifically listed on the attached appendix, Appendix A.

ADOPTED BY THE COUNTY COMMISSION OF CLAY COUNTY, MISSOURI, THIS 20th DAY OF July, 2018.

APPROVED AS TO FORM AND LEGALITY:

[Signature]
COUNTY COUNSELOR

ATTEST:



[Signature]
PRESIDING COMMISSIONER

[Signature]
WESTERN COMMISSIONER

[Signature]
EASTERN COMMISSIONER



Appendix A

The duties and authorities delegated or held by the former County Administrator as specifically outlined below are delegated to the current Assistant County Administrators (ACA), or other employees, listed below, or returned to the Commission:

1. Expenditure authority designations – continue as written
2. Public Comment Period – delegate to ACA Brown
3. Advisory board appointments – return appointment authority to Commission
4. Approval of warrant registers – delegate to ACA Portwood
5. Approval of biweekly payroll – delegate to ACA Portwood
6. Benefit reconciliation – return to Commission approval
7. Procurement authority pursuant to RSMo. Section 50.784 – delegate to purchasing department, led by ACA Portwood
8. Purchasing Agent – delegate to ACA Portwood and Manager Leslie DeGroof
9. Chief Budget Officer – delegate to ACA Portwood
10. Status Change Form Approval and supervision over department personnel – delegate to ACA with expenditure authority for the respective departments
11. Facilities Management as described in ACA's job duties – delegate to ACA Garrett
12. Highway Administrator – delegate to Manager Terri Griffen
13. Tentative agenda – delegate to ACA Portwood
14. Commission meeting schedule – delegate to ACA Portwood
15. Limited budget transfers, per budget ordinance 2017-ORD-44 – delegate to ACA Portwood
16. Attend and observe executive sessions – delegate to all ACA's
18. Direction for lobbying firm pursuant to engagement letter – delegate to ACA Brown
19. Direction for Spencer Fane pursuant to engagement letter – delegate to ACA Brown
20. Direction for Husch Blackwell on special projects – return to Commissioners
21. Direction for attorney for Planning and Zoning – delegate to ACA Brown
22. Direction for County Counselor Work – delegate to ACA Brown, ACA Portwood, ACA Garrett as appropriate
23. Direction for litigation covered by county insurance – delegate to ACA Portwood
24. Prepare the minutes – delegate to ACA Portwood
25. Attend Commission Meetings – delegate to all ACA's

RESOLUTION
OF THE CLAY COUNTY COMMISSION
CLAY COUNTY, MISSOURI

ATTEST A TRUE COPY
MEGAN THOMPSON, CLERK
CLAY COUNTY COMMISSION
BY Megan Thompson
DEPUTY CLERK

2018-253b

APPROVE DELEGATION OF DUTIES
COMMISSION

BE IT HEREBY RESOLVED BY THE COUNTY COMMISSION OF CLAY COUNTY, MISSOURI THAT, this Commission hereby authorizes the Assistant County Administrators to take actions within their current areas of authority that would have been completed in conjunction with the County Administrator and the Commission further delegates certain specific duties and authority of the previous County Administrator to the current Assistant County Administrators, or other current County employees, as specifically listed on the attached appendix, Appendix A.

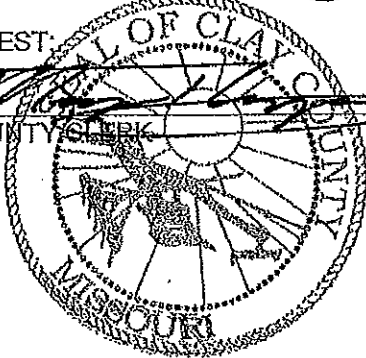
ADOPTED BY THE COUNTY COMMISSION OF CLAY COUNTY, MISSOURI, THIS 20th DAY OF July, 2018.

APPROVED AS TO FORM AND LEGALITY:

Randy
COUNTY COUNSELOR

ATTEST:

Megan Thompson
COUNTY CLERK



NO

Gene Owen
PRESIDING COMMISSIONER

Gene Owen
WESTERN COMMISSIONER

Kevin B. Bickel
EASTERN COMMISSIONER



Appendix A

The duties and authorities delegated or held by the former County Administrator as specifically outlined below are delegated to the current Assistant County Administrators (ACA), or other employees, listed below, or returned to the Commission:

1. Custodian of Record -- delegate to
ACA Brown

EXHIBIT B

CONFIDENTIAL SEPARATION AND FULL RELEASE AGREEMENT

This Separation and Full Release Agreement ("**Agreement**") is entered into by and between **Clay County** (County) and _____ ("**Employee**"), collectively, "the Parties."

WHEREAS, Employee's employment with the County will end effective _____ ("**Separation Date**");

WHEREAS, the County has decided to provide Employee separation pay to assist Employee in Employee's transition to other employment and in exchange for Employee's promises set forth below; and

WHEREAS, the Parties now desire to resolve any and all claims or controversies that exist or could exist between them, including but not limited to any and all claims or controversies arising out of Employee's employment with the County and the ending of that employment;

NOW, THEREFORE, in consideration of the mutual promises, agreements and releases contained in this Agreement, the Parties agree as follows:

A. THE COUNTY'S AGREEMENTS

Assuming this Agreement becomes effective as described in Paragraph E below, the County agrees to provide the following:

1. Separation Pay

- a. Twelve (12) months of Employee's Base Salary ("**Severance Pay**"), less applicable deductions and withholdings, payable in equal biweekly installments beginning 31 days following the Effective Date of this Agreement.
- b. Accruals to be paid out no less than 100% vacation accruals, 25% sick accruals and 100% of comp time accruals in accordance with employee directive. Payout rate will be no less than the employee's rate of pay at the time of this agreement.

2. Benefits

- a. The right to elect continuation of coverage under a group health plan of the County pursuant to the requirements of Section 4980B of the Code, as amended, and any similar applicable law, ("**COBRA**"), and to the payment of the Employer's share of monthly premiums by the County until the earlier of:
 - (i) Employee's eligibility for coverage under another employer's group health plan;

EXHIBIT B

- (ii) termination of the Employee's or Employee's spouse's or Employee's dependents' rights to continuation coverage under COBRA; or
- (iii) twelve (12) months following the termination of Employee's employment with the County.

3. Unemployment Benefits

The County will not protest any claim by Employee for unemployment benefits based on the termination of Employee's employment with the County.

4. References

The County agrees that in response to reference inquiries from prospective employers, in accordance with regular practice, the County will provide information limited to dates of employment and position held.

B. EMPLOYEE'S AGREEMENTS

1. Full and General Release of Liability

Employee hereby releases the County and its current and former officers, directors, employees, agents, insurers, successors, attorneys, and all other entities affiliated with or related to the County (collectively, the "Releasees"), from any and all claims or liability of any kind, known or unknown, which Employee may have against the County or the other Releasees, as of the date Employee signs this Agreement, or that Employee may have had at any time before the date of signing. Employee understands Employee is releasing the County and other Releasees, to the maximum extent permissible by law, from any liability which Employee believes the County and other Releasees may have had to Employee, at any time up to and including the date Employee signs this Agreement.

This Release of liability and claims includes, but is not limited to, a waiver (a giving up) of any and all legal rights or claims Employee has or may have including, but not limited to, claims of race, color, national origin, religion, sex or gender, age, or disability discrimination, harassment or retaliation arising under Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Rehabilitation Act of 1973, the Civil Rights Act of 1866 (Section 1981), the Americans with Disabilities Act of 1990, as amended, the Employee Retirement Income Security Act of 1974 ("ERISA"), the Age Discrimination in Employment Act, the Fair Credit Reporting Act, Missouri Human Rights Act, the Missouri Service Letter Statute, and/or any claims under any other federal, state, or local statute, regulation, or law; claims under the Family and Medical Leave Act; claims under any other federal or state common law, including, but not limited to, any and all claims in tort or contract; and/or claims under any of the County's policies and/or practices, other than for breach of this Agreement.

This Release does not include any claims that cannot be released or waived by law, including but not limited to the right to communicate with, file a charge with, and/or participate in an investigation conducted by certain government agencies. However, Employee is releasing

EXHIBIT B

and waiving any right to any monetary recovery should any government agency (such as the Equal Employment Opportunity Commission) pursue any claims on Employee's behalf.

Nothing in this Agreement, including but not limited to this Release, is intended to limit, restrict, or interfere with Employee's right to engage in any protected activity, including but not limited to participating in any proceeding before the Equal Employment Opportunity Commission (and/or similar state or federal agency) and/or participating in concerted activity under the National Labor Relations Act.

2. Employee Representations

Employee represents that, as of the date Employee signs this Agreement, Employee (a) has not experienced any work-related injury that Employee has not properly disclosed to the County; (b) has been paid in full all wages due and owing Employee for any and all work performed for the County.

3. Adequacy of Consideration

Employee acknowledges that the consideration set forth in Section A of this Agreement is adequate consideration for Employee's execution of this Agreement, and is compensation in excess of any compensation to which the Employee may otherwise be entitled.

4. Return of County Property

Employee agrees Employee has or will return all County property in Employee's possession, on or before the Separation Date.

C. NO ADMISSION OF LIABILITY

Employee acknowledges that this Agreement shall not in any way be construed as an admission by the County of any liability on the part of the County, and that all such liability is expressly denied by the County.

D. VOLUNTARY NATURE OF AGREEMENT AND ADVICE OF COUNSEL

Employee acknowledges that Employee has had a reasonable period of time to consider the Agreement, has read this Agreement, understands its terms, and signs the Agreement voluntarily of Employee's own free will, without coercion or duress, and with full understanding of the significance and binding effect of the Agreement. Employee is hereby advised to consult with an attorney before signing this Agreement.

E. CONSIDERATION PERIOD AND REVOCATION

Employee acknowledges to have received this Agreement on _____. Employee acknowledges Employee has been provided twenty-one (21) calendar days, after the date Employee receives this Agreement, to consider this Agreement. If Employee signs the Agreement prior to the Separation Date, the Agreement will have no effect whatsoever after the Separation Date. Employee may revoke this Agreement within seven (7) calendar days after

EXHIBIT B

Employee signs the Agreement by providing written notice of such revocation via certified mail (return receipt requested) to the County Counselor at the address on file with the County. The Agreement is effective and enforceable on the eighth (8th) calendar day following the date Employee signs this Agreement (the "Effective Date").

F. BINDING EFFECT

This Agreement will be binding upon Employee and Employee's heirs, administrators, representatives, executors, successors and assigns and will inure to the benefit of the County and its successors and assigns.

G. GOVERNING LAW

The Parties agree and acknowledge that this Agreement will be interpreted and enforced in accordance with the laws of the State of Missouri.

H. SEVERABILITY

Should any provision of this Agreement be declared or determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, the remaining parts, terms, and provisions shall continue to be valid, legal and enforceable, and will be performed and enforced to the fullest extent permitted by law.

I. COMPLETE AGREEMENT

Employee acknowledges that no promise or agreement not expressed in this Agreement has been made by or on behalf of the County and that the Agreement is not executed in reliance upon any statement or representation made by the County and/or the Releasees, not included in this Agreement. Employee further agrees this Agreement and the accompanying Exhibits contain the entire agreement between Employee and the County on the subject matters contained therein. No change or waiver of any part of the Agreement or the accompanying Exhibits will be valid unless in writing and signed by both Employee and the County.

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