

EMPLOYMENT AGREEMENT
by and between
SEDGWICK COUNTY, KANSAS
and
TIMOTHY P. ROHRIG, Ph.D.

This Employment Agreement made and entered into this ____ day of _____, 2016, by and between Sedgwick County, Kansas ("County") and Timothy P. Rohrig, Ph.D. ("Professional").

WITNESSETH:

WHEREAS, County maintains the Sedgwick County Regional Forensic Science Center ("RFSC"); and

WHEREAS, County desires to enter into an employment agreement with Professional for the position of Director/Chief Toxicologist of the RFSC; and

WHEREAS, Professional desires to enter into an employment agreement with County to be the Director/Chief Toxicologist of the RFSC; and

WHEREAS, County and Professional desire to set forth in writing the terms and conditions of the employment agreement.

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

SECTION 1: TERM

Professional will commence his duties as the Director/Chief Toxicologist of the RFSC on July 1, 2016, and will continue in said position until June 30, 2019 (hereinafter "Original Term"). At that time, this Employment Agreement will automatically renew under the same terms and conditions as set forth herein for an additional two (2) year term, unless either party hereto has provided written notice of its intent not to renew at least six (6) months prior to expiration of the Original Term ("hereinafter "Extension Term"). Failure to renew this Employment Agreement by either party shall not constitute a termination hereof, and the automatic Extension Term in no way creates a term, implied or otherwise, exceeding June 30, 2021.

SECTION 2: DUTIES

Professional's duties and functions shall include, but not be limited to, the following:

- a. Maintain all Standard Operating Procedures for Toxicology, Drug Identification, Open Container Violations, Human Performance Testing, DNA, Firearms, Fire Debris, and Trace Evidence.
- b. Provide technical advice on instrumental troubleshooting.
- c. Perform research on drugs, procedures for new drugs of abuse, and "designer drugs."
- d. Review and sign off on all proficiency examinations in all laboratories of the RFSC.
- e. Develop and maintain training procedures for new personnel in all laboratories of the RFSC.

- f. Prepare and give testimony as needed by the District Attorney's Office.
- g. Coordinate with the heads of criminal justice agencies to ensure proper procedures and training of personnel.
- h. Perform administrative and organizational duties which include, but are not limited to: hiring, supervision, evaluation, discipline, professional mentoring and development of staff; budget development; resource management; and any other administrative and organizational duties required by the County Manager.
- i. Direct activities and oversee the development and expansion of the RFSC.
- j. Improve efficiency of the RFSC, where possible.
- k. Obtain and maintain appropriate licensures and certifications of the RFSC's sections and laboratories.
- l. Cooperate with elected and non-elected County officials and their agencies in the exercise of statutory duties.
- m. Assist in recruitment efforts for the RFSC.

Professional agrees to be on-call as needed during non-regular office hours to perform any and all duties as may be required.

SECTION 3: LICENSURE

Professional shall maintain all required and appropriate professional licensure and/or certification at all times during any term of this Employment Agreement. Professional will notify the County Manager if, during any term of this Employment Agreement, Professional fails to maintain such professional licensure and/or certification. Failure to maintain such professional licensure and/or certification may be grounds for termination of this Employment Agreement.

SECTION 4: COMPENSATION AND BENEFITS

- 4.1 In return for his services and performance of duties as Director/Chief Toxicologist of the RFSC, County agrees to pay, and Professional agrees to accept, annual compensation of **ONE HUNDRED SEVENTY FOUR THOUSAND SEVEN HUNDRED EIGHT FIVE DOLLARS** (\$174,785.00), payable in biweekly installments. County will review Professional's compensation annually and will grant a minimal annual increase equal to the applicable annual percentage increase, if any, granted to all County employees. Professional may participate in performance or other merit-based compensation opportunities, if any, that are generally available to all County employees.
- 4.2 County agrees to provide Professional with a vehicle allowance of **THREE THOUSAND DOLLARS** (\$3,000.00) per calendar year, payable in biweekly installments. For the remainder of calendar year 2016, the amount of Professional's vehicle allowance shall be pro-rated.
- 4.3 County agrees to make available to Professional those same benefits as County makes available to all County employees, including sick and vacation leave, health insurance, retirement and pension

system contributions, holidays, and other fringe benefits, as they now exist or hereafter may be amended, which are not inconsistent with the benefits provided to Professional herein. County further agrees to grant Professional twenty-four (24) vacation days per year, which shall be available for use at the beginning of each calendar year.

- 4.4 County agrees to pay the travel and subsistence expenses of Professional in accordance with County's duly adopted travel policy, as it now exists or as it may be amended during any term of this Employment Agreement. County additionally agrees to pay for twenty-five (25) hours of Professional's continuing education courses per calendar year, and to allow Professional to adequately pursue necessary official and other functions for the County. In this regard, County shall set the amount of the appropriate budget authority after due consideration of the amount thereof and justification therefore provided by Professional.

SECTION 5: ANNUAL REVIEW

Professional will be subject to annual general performance reviews, in accordance with the County's performance evaluation system. Such performance reviews will be conducted by the Director of Public Safety. Reviews may be based on the following criteria:

- a. Timeliness of reports and analyses;
- b. Accuracy of reports and analyses;
- c. Thoroughness of reports and analyses;
- d. Performance (based on the RFSC's operating budget and strategic plan); and
- e. Overall management of staff, resources and functions

The above list of review criteria is not meant to be all-inclusive or exclusive in any way.

SECTION 6: CONFLICT OF INTEREST

Professional agrees that he will not engage in any professional activities for financial gain that may cause a conflict of interest and/or interfere with the effectiveness of his duties as the Director/Chief Toxicologist of the RFSC during any term of this Employment Agreement. The decision as to whether a professional activity constitutes a conflict of interest and/or interferes with the effectiveness of Professional's performance of his duties required under this Employment Agreement is within the sole discretion of the County's Director of Public Safety.

Nothing herein contained is intended to limit the right of Professional, subject to the prior approval of the County's Director of Public Safety, to write, publish, lecture, teach, study, advise and consult regarding the practice of toxicology and its relationship to forensic science for a fee, provided, however, that such activity does not conflict or interfere with Professional's duties as herein contained. Such activities may be negotiated on a fee-sharing basis to benefit the RFSC and serve as an incentive to pursue new business and professional opportunities. Any fee-sharing agreement shall be made in addition to, but not in conflict with the terms of this Employment Agreement.

At all times, Professional agrees to protect any privilege as required by state or federal law or licensing regulation, or upon court order.

SECTION 7: TERMINATION/REMOVAL

Professional's employment shall be terminated upon the occurrence of any of the following events:

- a. Death of Professional;
- b. A mutual agreement between the County and Professional for termination of employment, in writing;
- c. Upon the disability of Professional, which is defined for purposes of this Employment Agreement to be physically and/or mentally unable to competently perform those services required of him hereunder for a period of one hundred twenty (120) substantially consecutive days or more;
- d. A material breach of this Employment Agreement, including but not limited to the failure to perform duties assigned consistent with this Employment Agreement, or the negligent performance of duties assigned; or
- e. The conviction of any felony offense or other conviction involving falsehood or dishonesty.

Should Professional be removed for cause, no compensation will be paid for any biweekly period which occurs following the removal. In the event Professional voluntarily resigns from the position and the County agrees to such resignation, no compensation will be paid for any biweekly period following the resignation. Professional further agrees that should he voluntarily resign prior to the completion of the Original Term of this Employment Agreement, such resignation will be upon ninety (90) days written notice given prior to the beginning of a biweekly pay period, unless said condition is specifically waived by County.

Professional may be removed from the position of Director/Chief Toxicologist of the RFSC without cause upon ninety (90) days' written notice by County. Should Professional be removed from the position without cause, County will pay to Professional a sum equal to one-half of the annual salary (i.e., six (6) months' salary) to which Professional would have been entitled as total liquidated damages, or for the current remaining term of the Employment Agreement, whichever is less. In the event that County removes Professional from the position during the Original Term of the Employment Agreement, calculation of liquidated damages will not include the Extension Term.

Upon Professional's resignation, removal and/or termination, Professional will remain obligated to thoroughly and accurately complete and provide to County all incomplete or pending certificates, examinations, and reports within sixty (60) days from his last date of employment, at no additional cost to County.

SECTION 8: GENERAL

- 8.1 This Employment Agreement and the documents incorporated herein contain all the terms and conditions agreed upon by both parties. No other understandings, oral or otherwise, regarding the subject matter of this Employment Agreement shall be deemed to exist or to bind any of the parties hereto. Any agreement not contained herein shall not be binding on either party, nor shall it be of any force or effect.
- 8.2 In the event that any provision of this Employment Agreement is held to be unenforceable, the remaining provisions shall continue in full force and effect.

- 8.3 Waiver of any breach of any provision in this Employment Agreement shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by County shall not constitute a waiver.
- 8.4 This Employment Agreement shall be interpreted under and governed by the laws of the State of Kansas. The parties agree that any dispute or cause of action that arises in connection with this Employment Agreement will be brought before a court of competent jurisdiction in Sedgwick County, Kansas.

IN WITNESS WHEREOF, the parties hereto have executed this Employment Agreement as of the day and year first above written.

SEDGWICK COUNTY, KANSAS

TIMOTHY P. ROHRIG, Ph.D.

James M. Howell, Chairman
Commissioner, Fifth District

Timothy P. Rohrig

APPROVED AS TO FORM ONLY:

ATTESTED TO:

Misha C. Jacob-Warren
Misha C. Jacob-Warren
Assistant County Counselor

Kelly B. Arnold
County Clerk