

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute an Employment Agreement with Bob Crutsinger to serve as the Director of Finance and Purchasing for Jackson County.

RESOLUTION NO. 19870, May 21, 2018

INTRODUCED BY Scott Burnett, County Legislator

WHEREAS, by Executive Order No.18-13, the County Executive has appointed Bob Crutsinger to serve as the County's Director of Finance and Purchasing, effective June 15, 2018; 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 within 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,

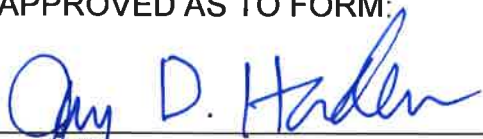
BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the

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. 19870 of May 21, 2018 was duly passed on May 21, 2018 by the Jackson County Legislature. The votes thereon were as follows:

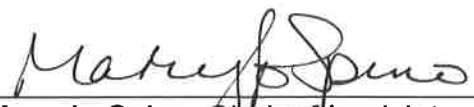
Yeas 8

Nays 0

Abstaining 0

Absent 1

5-21-18
Date


Mary Jo Spino, Clerk of Legislature

EMPLOYMENT AGREEMENT

This Agreement is entered into as of the _____ day of _____, 2018, by and between Jackson County, Missouri, herein after referred to as "the County," and Bob Crutsinger, 3733 Pennsylvania Avenue, Kansas City, Missouri 64111.

WITNESSETH:

WHEREAS, the County, through the County Executive, is desirous of engaging the services of Bob Crutsinger to serve as the County's Director of Finance and Purchasing; and,

WHEREAS, Bob Crutsinger, 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 Bob Crutsinger to serve as its Director of Finance and Purchasing, for a term commencing June 15, 2018, and terminating on December 31, 2019. After the initial term, Bob Crutsinger'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 Bob Crutsinger 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 Bob Crutsinger elects to participate. Bob Crutsinger'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, Bob Crutsinger shall be paid for his services the base sum of \$108,000.00 annually, payable bi-weekly. In the event that the County grants a cost-of-living increase to all or nearly all of its employees, Bob Crutsinger 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, Bob Crutsinger 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 Bob Crutsinger's employee evaluation. The County Executive shall have discretion to increase Bob Crutsinger'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, Bob Crutsinger shall receive an automobile allowance in the amount of \$600.00 per month.

C. Without regard to the length of Bob Crutsinger's actual employment with the County, Bob Crutsinger shall earn vacation leave authorized under the County's Personnel Rules at the rate of four weeks (20 days) per year. Bob Crutsinger's accrual and use of vacation leave shall otherwise be governed by said

Personnel Rules.

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

E. Upon receipt of proper documentation after expenditure, the County shall reimburse Bob Crutsinger for the cost of terminating his residential lease in Topeka, Kansas, which reimbursement shall not exceed the sum of \$4,000.00.

F. Upon receipt of proper documentation after expenditure, the County shall reimburse Bob Crutsinger for health insurance premium for the period June 16, 2018 through June 30, 2018, which reimbursement shall not exceed the sum of \$ 800.00.

IV. Duties.

Bob Crutsinger 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 Director of Finance and Purchasing. A copy of the current job description for this position is attached hereto as Exhibit A. In the event that the responsibilities of the position of Director of Finance and Purchasing change due to County department reorganization, then the parties shall meet to discuss and negotiate whether or not Bob Crutsinger's compensation should change.

V. Termination.

This Agreement may be terminated by either Bob Crutsinger or County as follows:

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

B. The County may terminate the Agreement without cause. In that event, the County shall pay Bob Crutsinger a severance allowance equal to six (6) months' salary, payable within 15 days of the date of termination.

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

D. In the event of termination of the Agreement, Bob Crutsinger 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 are subject to appropriation in the County's 2018 and 2019 annual budgets.

IX. Incorporation.

This Agreement incorporates the entire understanding of the parties.

JACKSON COUNTY, MO

BOB CRUTSINGER

By _____
Frank White, Jr.
County Executive

Director of Finance and Purchasing

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 2018 are included in the County's annual budget. Funds for calendar year 2019 are subject to appropriation in the County's 2019 annual budget.

Date

Chief Administrative Officer

JACKSON COUNTY JOB DESCRIPTION

TITLE: Director of Finance and Purchasing PAY LEVEL: G99 CODE: 1404-02903-001
WORKING TITLE: Director of Finance and Purchasing FLSA: EX DATE: 12/04/2017
DIVISION: Internal Services and Taxation DEPARTMENT: Finance and Purchasing
BARGAINING UNIT POSITION: No CIRCUMSTANCE: Review
LOCATION: Kansas City Courthouse ANALYST: _____

PERCENTAGE OF TIME

ACCOUNTABILITIES

- | | |
|-----|--|
| 40% | 1. Finance and Purchasing Department control and Budget Office oversight provided. |
| 20% | 2. County budget administration. |
| 10% | 3. Consultation provided and sought regarding legal and financial implications of County activities and proposed County and State legislation. |
| 10% | 4. County insurance program implementation. |
| 10% | 5. Assistance provided regarding County pension plan administration, and consultation provided to local governments on County services. |
| 10% | 6. County investment and debt program recommendations, and County annual audit coordinated. |

SCOPE:

The associate in this class is responsible for providing operational control for the Finance and Purchasing Department, and administrative oversight for the Budget Office through designing, recommending, implementing, and monitoring programs, policies, and procedures which maximize available resources and expenditures to maintain the County's fiscal integrity, and ensure adequate cash flow and the investment of idle funds. The associate provides work direction and planning for subordinates, provides administrative oversight to the Budget Officer, and controls an annual department budget of more than \$1,700,000. The associate also ensures that payroll and vendor disbursements are processed properly, and with the Budget Officer, the associate recommends and provides control for an annual County budget of more than \$300,000,000. This associate reports directly to the Chief Administrative Officer.

KNOWLEDGE AND SKILLS: (*Required prior to employment)

1. Knowledge of department policies and procedures.
2. Knowledge of Executive and Legislative priorities, programs, and policies.
3. Knowledge of the operation of the County and State Legislatures.
4. Knowledge of the County's budgeting, personnel and purchasing rules, policies and procedures.
- *5. Knowledge of public accounting, data processing, payroll, and finance structures sufficient to provide administrative and operational oversight of the department's activities.
- *6. Knowledge of banking and investment strategies and media.
- *7. Knowledge of insurance, including fire and casualty, liability, health, life, disability, and worker's compensation.
- *8. Knowledge of public administration principles and techniques.
- *9. Knowledge of pension system operation and administration.

KNOWLEDGE AND SKILLS: (Continued)

- *10. Knowledge of County, State, and Federal laws and regulations relating to revenue collection, generation, and expenditure.
- *11. Skill in verbal communication sufficient to interact and make formal presentations to community groups, committees, and Executive and Legislative staff.
- *12. Skill in written communication sufficient to prepare reports and correspondence to community groups, committees, and Executive and Legislative staff.
- *13. Skill in personnel management techniques, including supervision, training, counseling, and progressive discipline.

HUMAN RELATIONS:

1. Reviews, discusses, and negotiates budget request from the Circuit Court, County/Kansas City Election Boards, etc. Consults with the Budget Officer and recommends final budget packages to the County Executive.
2. Reviews, discusses, and negotiates budget requests from County departments. Consults with the Budget Officer and recommends final budget packages to the County Executive.
3. Appears at State and County Legislature meetings to provide information and testimony on items of interest to the County Executive or the legislative body.
4. Receives and answers inquiries regarding County finance from the media upon request of the Chief Administrative Officer.
5. At the request of the Chief Administrative Officer, meets with and provides information for citizens, community groups, vendors, or consultants regarding the County's budget, payment of bills to suppliers, new equipment, systems, etc.
6. Serves on various boards and commissions at the request of the County Executive.

ILLUSTRATIVE TASKS: (This is not an inclusive list; other duties/tasks may be assigned)

1. Delegates authority to subordinates relating to accounting and payroll systems, and operations providing support to various County offices, budget control, and administration of debt, investments and insurance. Consults with subordinates to create goals, timetables, reporting procedures and resources required; review accomplishments, delays or problems related to implementation. Consults with subordinates when problems arise to approve changes in goals, timetables, and resources, informing subordinates of applicable rules, regulations and policies.
2. Reviews with subordinate staff approved changes in staffing, organization, planning, goals and major acquisitions of equipment, new systems, etc.
3. Interviews prospective employees, hires, applies progressive discipline, terminates, trains, and counsels assigned staff; conducts performance evaluations, approves merit pay increases, vacation schedules, etc.
4. Approves schedule for the County's annual budget and the distribution and instructions related to budget forms used by organizations receiving County funds. Provides projections of revenue for the upcoming fiscal years, assists in making final decisions related to treatment of data and the reliability of estimates. Reviews initial budget requests; requests clarifying data regarding budget goal, additional justification of priorities and the reliability of estimates.

ILLUSTRATIVE TASKS: (Continued)

5. Reaches consensus with the Chief Administrative Officer on funding levels for all budget packages submitted for review; recommends a balanced budget to the County Executive; explains individual budgets with the County Executive, detailing the manner in which funding levels were reached and how the budgets assist the County Executive in meeting priorities. Ensures changes made are incorporated for final approval.
6. Creates policies, controls, and procedures for monitoring administration of the County budget. Receives requests for expenditures not listed in final budgets from funded authorities; refers with recommendation to the Chief Administrative Officer or County Executive. Provides verification of availability of funds for all legislative action encumbering County funds and assists in drafting legislation for supplemental funds.
7. When actual revenue does not meet projected figures, determines reason for and estimated length of shortage; checks other revenue sources to determine if sufficient funds exist to temporarily cover shortage. Recommends to County Executive any corrective action.
8. Creates policies, control, and procedures for administering the County's investment and debt program to ensure that funds are available to meet cash flow needs; ensures that invested funds earn maximum interest available at the time of investment, and ensures that borrowed funds are attained at the most favorable interest rate at the time of the loan.
9. Coordinates the scheduling and operation of the County's annual audit with an outside public accounting firm; makes available adequate County staff to assist with the audit; discusses with the firm any problem disclosed by the audit and incorporate changes in accounting practices as appropriate; reviews and approves with the auditor the final audit report.

ENVIRONMENTAL DEMANDS:

Work is performed in a modern smoke-free office setting.

MINIMUM QUALIFICATIONS:

Must have a Bachelor's degree in Business or Public Administration, accounting, finance or related field, Master's degree and/or CPA preferred, and five years progressively responsible supervisory experience in Finance, Accounting or related field. (Also refer to the asterisks (*) in the KNOWLEDGE AND SKILLS section of this job description)

Review for accuracy:

Incumbent
Date _____

Appointing Authority
Date _____

JACKSON COUNTY JOB DESCRIPTION – ADA/PHYSICAL DEMANDS FORM

JOB TITLE: Director of Finance and Purchasing **PAY GRADE:** G99 **CODE:** 1404-02903-001

DIVISION/DEPARTMENT: Internal Services and Taxation/Finance and Purchasing **DATE:** / /2018

PHYSICAL DEMANDS - Check demands that apply and describe what is required to perform the essential job functions. (This is not an inclusive list; other tasks/duties may be assigned)

- X **VISION** - Must be adequate to use personal computer and typewriter, filing completion of reports, forms, and correspondence.
- X **HEARING** - Must be adequate for normal conversation in person or by telephone.
- X **SPEECH** - Must be able to speak and understand English clearly to provide detailed information by telephone and in person.
- X **STANDING** - 10 % of the time – Required when making presentation of ideas or information.
- X **WALKING** - 10 % of the time – Required while traveling between offices or within department.
- X **SITTING** - 80 % of the time – Required when completing administrative, personal computer, and telephone work assignments.
- X **LIFTING/CARRYING** - 25 lbs. - Required when lifting files, office supplies, and reports.
- X **PUSHING/PULLING** - 25 lbs. – Required when moving file boxes, office supplies, and reports; and when opening and closing file cabinet drawers and doors.
- X **CLIMBING/BALANCING** – Required when negotiating stairs, or retrieving files or supplies from overhead or from the floor.
- X **STOOPING/KNEELING/CROUCHING/CRAWLING** – Required when retrieving or filing from lower drawers or when retrieving items, office supplies, etc., from the floor.
- X **REACHING/HANDLING** - Required on most tasks.

Reviews for accuracy:

Incumbent
Date _____

Immediate Supervisor
Date _____

Appointing Authority
Date _____