

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute an Employment Agreement with Robert D. Murphy to serve as the Director of Assessment for Jackson County.

RESOLUTION NO. 19055, January 19, 2016

INTRODUCED BY Dennis Waits, County Legislator

WHEREAS, by Executive Order No. 15-33, the then County Executive appointed Robert D. Murphy to serve as the County's Director of Assessment effective December 14, 2015; and,

WHEREAS, at that time, in an effort to support professional management for Jackson County, the County Executive recommended an employment agreement for this top-level management position with 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

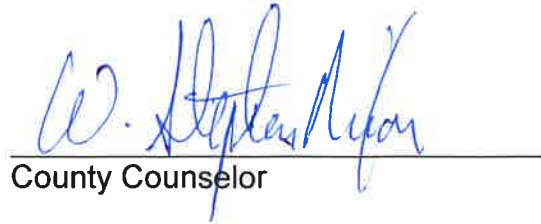
County Executive be and hereby is authorized to execute the attached Employment Agreement on behalf of the County; and,

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. 19055 of January 19, 2016, was duly passed on January 19, 2016 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 7

Nays 0

Abstaining 0

Absent 1

Excused 1

1-19-16
Date


Mary Jo Spino, Clerk of Legislature



Res. 19055

MICHAEL D. SANDERS
Jackson County Executive

EXECUTIVE ORDER NO. 15-33

**TO: MEMBERS OF THE LEGISLATURE
CLERK OF THE LEGISLATURE**

**FROM: MICHAEL D. SANDERS
COUNTY EXECUTIVE**

DATE: DECEMBER 7, 2015

RE: APPOINTMENT OF DIRECTOR OF THE ASSESSMENT DEPARTMENT

I hereby appoint Robert Dwyer Murphy as Director of the Assessment Department, effective December 14, 2015, with such duties as are assigned by Executive Order No. 15-32. A copy of Mr. Murphy's resume is attached.

Michael D. Sanders, County Executive

Dated: 12-7-15

RECEIVED

DEC 07 2015

MARY JO SPINO
COUNTY CLERK

C.O.#
11:04A.M



Robert Dwyer Murphy
Attorney and Counselor at Law
Residence at:
9401 E. 30th St., South
Independence, MO 64052-1331
816-833-7685
rdm.atty@msn.com

Legal Experience

- 2015 – Present Law Office of Robert Dwyer Murphy; Independence, Missouri
- 2009 – 2015 Associate attorney with the Law Offices of Dennis J. Bonner & Associates, L.L.C.. Offices in Lee's Summit, and Independence, Missouri.
- 2000 – 2009 Self-employed attorney practicing part-time. Primary caregiver to 3 children.
- 1996 – 2000 Associate attorney with Purvis & Gentry, P. C.; Kansas City, Missouri.
- 1995 Staff Assistant with the Office of the Jackson County, Missouri Prosecuting Attorney – COMBAT Anti-Drug Tax.
- 1991 Legal Clerkship with Williams & Jensen, P.C.; Washington, D.C.

Education

- 1992 Juris Doctor; University of Missouri at Kansas City
- 1988 Bachelor of Arts; College of Wooster, Wooster, Ohio

Washington, D.C. Internships

- 1992 U. S. House of Representatives, Public Works Committee. Hon. Robert Roe, D-NJ, Chairman
- 1988 The White House, Office of Public Liaison. Ms. Rebecca Range, Assistant to the President, Ronald W. Reagan.

- 1988 U. S. House of Representatives, Rules Committee. Hon. Alan Wheat, D-MO, Member.
- 1987 U. S. Senate, Commerce Committee. Hon Jack Danforth, R-MO, Ranking Minority Sub-Committee Chair.

Real Estate Qualifications

- 2012 – 2015 Chairman, Jackson County Board of Equalization
- 1998 – 2007 Member, Jackson County Board of Equalization
- 1997 Appointed Representative to the Jackson County Board of Equalization for the Kansas City School District
- 2000 – Present Outside Counsel for Affiliated Properties, (Kansas City, North) a buyer, seller and manager of residential and commercial real property and real property notes, primarily in Kansas and Missouri
- 1993 – 1994 Outside Counsel (Washington, D. C.) for Monaghan Farms, Inc., a developer of property in Colorado, also with ranching interests in Nebraska and Colorado.
- 1997 – Present Continuing Legal Education hours taken annually in all aspects of Real Estate law, including valuation, foreclosure, zoning, contract and overall market issues, as available.

Personal

Aged 49

Married to Ann M. Murphy, M.D., 1998. Three children: Paul, 15 years, John, 14 years, and Collin, 11 years.

Resident and homeowner in Independence, Mo., for 17 years. Resident of Jackson County, Mo., since birth, other than time for positions in Washington, D.C.

Nativity of Mary Catholic School Board, Independence, Mo., 2004 – 2008 academic years, holding several positions, including President.

Member, Padraig Pearse Division, Ancient Order of Hibernians.

Updated December, 2015

EMPLOYMENT AGREEMENT

This Agreement is entered into as of the _____ day of _____, 2016, by and between Jackson County, Missouri, herein after referred to as "the County," and Robert D. Murphy.

WITNESSETH:

WHEREAS, the County, through the County Executive, is desirous of engaging the services of Robert D. Murphy to serve as the County's Director of Assessment; and,

WHEREAS, Robert D. Murphy, 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 Robert D. Murphy to serve as its Director of Assessment, for a term commencing December 14, 2015, and terminating on December 31, 2016. After the initial term, Robert D. Murphy'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 Robert D. Murphy 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 Robert D. Murphy elects to participate. Robert D. Murphy'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, Robert D. Murphy shall be paid for his services the base sum of \$100,000.00 annually, payable bi-weekly. In the event that the County grants a cost-of-living increase to all or nearly all of its employees, Robert D. Murphy 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, Robert D. Murphy 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 Robert D. Murphy's employee evaluation. The County Executive shall have discretion to increase Robert D. Murphy'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, Robert D. Murphy shall receive an automobile allowance in the amount of \$3,000.00 per year.

C. Without regard to the length of Robert D. Murphy's actual employment with the County, Robert D. Murphy 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. Robert D. Murphy's accrual and use of vacation leave shall otherwise be governed by said

Personnel Rules.

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

IV. Duties.

Robert D. Murphy 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 Assessment. 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 Assessment due to County asset reorganization, then the parties shall meet to discuss and negotiate whether or not Robert D. Murphy's compensation should change.

V. Termination.

This Agreement may be terminated by either Robert D. Murphy or County as follows:

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

B. The County may terminate the Agreement without cause. In that event, the County shall pay Robert D. Murphy 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 Robert D. Murphy is terminated for cause, the severance payment outlined in subparagraph B

above shall not be paid to Robert D. Murphy. "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 Robert D. Murphy'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 Robert D. Murphy's obligations under this Agreement;
- (v.) Intentional engagement in any competitive activity which would constitute a breach of Robert D. Murphy's duty of loyalty or of Robert D. Murphy's obligations under this Agreement;
- (vi.) Intentional breach of any of County's policies;
- (vii.) The willful and continued failure to substantially perform Robert D. Murphy's duties for County (other than as a result of incapacity due to physical or mental illness); or
- (viii.) Willful conduct by Robert D. Murphy 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 Robert D. Murphy in bad faith or without a reasonable belief that Robert D. Murphy'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 Robert D. Murphy's employment.

D. In the event of termination of the Agreement, Robert D. Murphy 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 2016 and future years' annual budgets.

IX. Incorporation.

This Agreement incorporates the entire understanding of the parties.

JACKSON COUNTY, MO

ROBERT D. MURPHY

By _____
Frank White, Jr.
County Executive

By _____
Director of Assessment

APPROVED AS TO FORM:

ATTEST:

By _____
W. Stephen Nixon
County Counselor

Mary Jo Spino
Clerk of the Legislature