

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

**A RESOLUTION** authorizing the County Executive to execute an Employment Agreement with Brian Gaddie to serve as the Director of Public Works for Jackson County.

**RESOLUTION NO. 18840**, June 1, 2015

**INTRODUCED BY** Dan Tarwater III, County Legislator

WHEREAS, by Executive Order No. 15-08, the County Executive has appointed Brian Gaddie to serve as the County's Director of Public Works effective June 15, 2015; 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 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. 18840 of June 1, 2015 was duly passed on June 1, 2015 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 9

Nays 0

Abstaining 0

Absent 0

6-1-15  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Mary Jo Spino, Clerk of Legislature

**EMPLOYMENT AGREEMENT**

This Agreement is entered into as of the 5<sup>th</sup> day of May, 2015, by and between Jackson County, Missouri, herein after referred to as "the County," and Brian Gaddie.

WITNESSETH:

WHEREAS, the County, through the County Executive, is desirous of engaging the services of Brian Gaddie to serve as the County's Director of Public Works; and,

WHEREAS, Brian Gaddie, 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 Brian Gaddie to serve as its Director of Public Works, for a term commencing June 1<sup>st</sup>, 2015, and terminating on June 1<sup>st</sup>, 2019. After the initial term, Brian Gaddie'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 Brian Gaddie 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 Brian Gaddie elects to participate. Brian Gaddie'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, Brian Gaddie shall be paid for his services the base sum of \$107,500.00 annually, payable bi-weekly. In the event that the County grants a cost-of-living increase to all or nearly all of its employees, Brian Gaddie 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, Brian Gaddie 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 Brian Gaddie's employee evaluation. The County Executive shall have discretion to increase Brian Gaddie'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, Brian Gaddie shall receive an automobile allowance in the amount of \$1,000.00 per month.

C. Without regard to the length of Brian Gaddie's actual employment with the County, Brian Gaddie 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. Brian Gaddie's accrual and use of vacation leave shall otherwise be governed by said Personnel Rules.

D. The County shall provide Brian Gaddie a cellular telephone for business use. Alternatively, Brian Gaddie shall be entitled to an allowance of \$55.00

monthly for his business use of his personal cellular telephone.

IV. Duties.

Brian Gaddie 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 Public Works. 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 Public Works due to County asset reorganization, then the parties shall meet to discuss and negotiate whether or not Brian Gaddie's compensation should change.

V. Termination.

This Agreement may be terminated by either Brian Gaddie or County as follows:

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

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

D. In the event of termination of the Agreement, Brian Gaddie 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 2015 and future years' annual budgets.


IX. Incorporation.

This Agreement incorporates the entire understanding of the parties.

JACKSON COUNTY, MO

BRIAN GADDIE

By \_\_\_\_\_  
Michael D. Sanders  
County Executive

  
By \_\_\_\_\_  
Director of Public Works



APPROVED AS TO FORM:

ATTEST:

By \_\_\_\_\_  
W. Stephen Nixon  
County Counselor

\_\_\_\_\_  
Mary Jo Spino  
Clerk of the Legislature

**REVENUE CERTIFICATE**

I hereby certify that there is a balance, otherwise unencumbered to the credit of the appropriation to which this Agreement is chargeable and a cash balance otherwise unencumbered in the treasury from which payment is to be made, each sufficient to meet the obligation of \$63,679.00 which is hereby authorized.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director of Finance and Purchasing  
Account No.: 004-1501-55010-\$49,670  
001-1204-55010-\$11,462  
002-1503-55010-\$2,547

Funds sufficient for this expenditure are subject to appropriation in the County's future years' annual budgets.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director of Finance and Purchasing

# Director of Public Works

Location: Independence, MO  
Department: Public Works

## ACCOUNTABILITIES:

PERCENTAGE OF TIME	ACCOUNTABILITIES
15%	1. Public Works Programming.
15%	2. Major construction and capital improvement planning design.
10%	3. Organizational effectiveness.
10%	4. Budget planning, implementation and monitoring.
10%	5. Technical support on construction, maintenance, and contract administration.
10%	6. Public relations and Public Works affairs.
10%	7. Planning and zoning oversight
10%	8. Environmental and code enforcement oversight.
10%	9. Vehicle maintenance oversight.

## SCOPE:

The employee in this class directs the activities of the Public Works Department by overseeing four divisions; Engineering, Development, Maintenance and Facilities Management. The Engineering division is responsible for providing construction design, review, and management of the County urban road system and other County capital improvements. The Maintenance division is further divided into three units; road maintenance, construction, and vehicle maintenance. The road maintenance and construction units maintain and reconstruct 500 miles of roads, 83 bridges, and 2000 culverts. The Development division is responsible for planning and zoning, code enforcement, sewer service, food & health. The Facility Management division is responsible for the overall maintenance, remodeling and operational capabilities of County facilities. The employee plans, implements, and monitors an annual budget of over ten million dollars, and is responsible for inter-government management as the coordinator for emergency management administration and participates in the American Public Works Association. The employee represents the County with the Solid Waste Management District as a member of the Mid-America Regional Council's (MARC) Executive Board. The employee also represents the County with transportation management as a member of the MARC Total Transportation Policy Committee. This employee reports directly to the Chief Operating Officer.

## KNOWLEDGE AND SKILLS: (\*Required prior to employment)

1. Knowledge of department policies and procedures.
2. Knowledge of County's budget, purchasing, and bidding process and requirements.

- \*3. Knowledge of and skill in planning, organizing, directing, monitoring, and supervising activities to accomplish accountabilities.
- \*4. Knowledge of the principles, practices, and methodology of civil engineering.
- \*5. Knowledge of current design standards for public works capital improvements.
- \*6. Knowledge of building construction.
- \*7. Knowledge of uniform building codes and applicable electrical, plumbing, mechanical, and related codes and other requirements regulating building construction.
- \*8. Knowledge of land surveying or experience in land surveying laws and applications.
- \*9. Knowledge of the administration of vehicle service centers and equipment replacement, and life cycle cost accounting.
- \*10. Knowledge of and skill in design and construction of public works projects including buildings, roads, bridges and associated structures.
- \*11. Knowledge of the operational functional aspects of roads and capital facilities to their planning, design, and construction.
- \*12. Skill in verbal and written communications and presentation sufficient to prepare reports for appointed and elected officials to gain their understanding and cooperation.

## **HUMAN RELATIONS:**

1. Maintains professional relationships with the Public Works Committee of the County Legislature, other Legislators, and the County Executive; with regional, state, and federal officials; with County appointed officials, and city officials in the County in order to develop programs for department projects. Regularly attends legislative sessions to advise from a technical standpoint on any aspect of Public Works programs.
2. Maintains professional relationships with public officials and citizens' groups concerned with the building of major capital facilities.
3. Attends meetings with consulting engineers and contractors where public works design and construction contracts are discussed and work requirements are clarified or defined. Monitors consultants and contractors to review operations and to resolve discrepancies and problems hindering project completion.
4. Represents the interests of the County and lends technical expertise and support on matters relating to construction, maintenance, contract administration, etc., MARC, APWA, Little Blue Valley Sewer District, Eastern Jackson County mayors.
5. Answers questions of the public and media regarding operation of the department, status of County road and bridge projects, and condition of County roads, bridges, drainage systems, and other public works improvements; promotes and maintains professional image of the department.

6. Appears at State legislative hearings and meetings to provide testimony and information relating to bills impacting the County's public works operations, or on behalf of the County or municipalities within the County, seeking State assistance.

7. Collaborates with other department directors, division managers, and the County Executive to explain and support department budget recommendations; attends County legislative hearings on budget to explain requests, answers questions and supports recommendations.

8. Coordinates County response to municipalities and other government subdivisions concerning planning, infrastructure, zoning, public works, solid waste, emergency preparedness, and the County urban road system.

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

1. Recommends to the County Executive and Legislature the level, type, and amount of , specific maintenance service, bridge replacements, and road capital improvement projects to be performed for the coming year. Indicates the amounts of money available; after budget approval, assembles the department budget, showing requirements for staff, materials, equipment, and contract services for design, constructions, and other work.

2. Assures preparation of ordinances and resolutions required for Legislative action contracts and grant applications; monitors budget by reviewing periodic summary reports and from ledgers reflecting daily status of programs for road maintenance and capital improvements.

3. Determines the amount and type of staffing needed based on division input; adjust staffing throughout the year to meet workload demands; devises, designs, and installs work systems that will optimize resources, and utilize innovative construction and maintenance materials; analyzes methods, results, and effectiveness of work systems and makes appropriate adjustments.

4. Prepares annual department budget; receives advice, information, and input for staffing levels and resources required from division administrators; prepares multiple budget packages with accompanying explanation of the level of service each package will provide, including justification for staff and operating expenses.

5. Interviews and evaluates applicants, and selects new employees as appropriate; recommends adjustment of starting salary if appropriate; promotes employees and approves other personnel changes; approves training, performance ratings, pay rates, awards, and disciplinary actions; assures good and fair relations with union.

6. Approves specific department work products such as preliminary design concepts and detailed plans; concurs in staff recommendations of design and construction consultants; advises on work problems and specific work situation at own discretion in accordance with staff or public interest.

7. As owner's representative for professional design and construction management services, negotiates terms and fees of contracts; reviews and makes recommendations on

preliminary plans, detailed plans and specifications, submittal, shop drawings, etc; and assures compatibility of design with intended use.

8. Assures establishment of and adherence to sound record keeping and reporting systems; inspects construction work in progress; reports at regular and frequent intervals to County officials on progress and status of projects; works with County officials, architects, projects managers, citizen's groups, and contractors during all phases of projects; and is responsible for public and community relations throughout the project's life.

9. Acts as the County's representative on official regional and state boards, representing the County's view on transportation, emergency preparedness, planning, development, solid waste, infrastructure management, and assures intergovernmental cooperation.

10. Represents the County with the Solid Waste Management District. Actively pursues programs of waste reduction in the County. Monitors enforcement of nuisance codes and abatement efforts.

11. Implements the County general plan including the establishment of the Capital Improvement Program; revises the existing subdivision and zoning ordinances. Direct the enforcement of the plan through adoption of building codes and other changes concerning the County Mission Statement. Meets with the Planning Commission and Board of Zoning Adjustment.

## **ENVIRONMENTAL DEMANDS:**

Most work is performed in a modern office setting with some travel to site locations. At site locations the employee is exposed to dirt, noise, dust, and the hazards associated with construction machinery and structural frameworks. The employee also walks over varying terrain and may be exposed to weather extremes and different types of precipitation.

## **MINIMUM QUALIFICATIONS:**

Must have a Bachelor's Degree in Engineering, Public Administration or other related field., and have five years of supervisory experience in Public works. Must submit to/pass pre-employment drug screen/background check(Also refer to the asterisks (\*) in the KNOWLEDGE AND SKILLS section of this job description)

## **COMPENSATION:**

The starting salary for the Director of Public Works for Jackson County will be market competitive, depending on the experience and qualifications of the selected individual. The expected starting salary will be in the range \$88,750- \$110,520. In addition, Jackson County will provide an excellent fringe benefit package to the successful candidate. In addition to completing the application, we ask that you upload your resume' and letter of interest.

[Apply for this Position](#)

For additional information on this outstanding opportunity, please contact Anita Maltbia at (816) 881-1202 or **[amaltbia@jacksongov.org](mailto:amaltbia@jacksongov.org)**.

Send confidential resumes immediately to Anita Maltbia (**[amaltbia@jacksongov.org](mailto:amaltbia@jacksongov.org)**).

