

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute an Employment Agreement with Mark Siettmann to serve as the Director of Communications for Jackson County.

RESOLUTION NO. 19053, January 19, 2016

INTRODUCED BY Dennis Waits, County Legislator

WHEREAS, by Executive Order No. 15-36, the then County Executive appointed Mark Siettmann to serve as the County's Director of Communications effective December 7, 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. 19053 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



MICHAEL D. SANDERS
Jackson County Executive

EXECUTIVE ORDER NO. 15-36

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

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

DATE: DECEMBER 8, 2015

RE: APPOINTMENT OF DIRECTOR OF COMMUNICATIONS

I hereby appoint Mark Siettmann as Director of Communications.

Michael D. Sanders, County Executive

Dated: 12-8-15

RECEIVED
DEC 08 2015
MARY JO SPINO
COUNTY CLERK
1:23 p.m.



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 Mark Siettmann.

WITNESSETH:

WHEREAS, the County, through the County Executive, is desirous of engaging the services of Mark Siettmann to serve as the County's Director of Communications; and,

WHEREAS, Mark Siettmann, 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 Mark Siettmann to serve as its Director of Communications, for a term commencing December 7, 2015, and terminating on December 31, 2016. After the initial term, Mark Siettmann'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 Mark Siettmann 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 Mark Siettmann elects to participate. Mark Siettmann'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, Mark Siettmann shall be paid for his services the base sum of \$80,995.00 annually, payable bi-weekly. In the event that the County grants a cost-of-living increase to all or nearly all of its employees, Mark Siettmann 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, Mark Siettmann 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 Mark Siettmann's employee evaluation. The County Executive shall have discretion to increase Mark Siettmann'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, Mark Siettmann shall receive an automobile allowance in the amount of \$600.00 per month.

C. Without regard to the length of Mark Siettmann's actual employment with the County, Mark Siettmann 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. Mark

Siettmann's accrual and use of vacation leave shall otherwise be governed by said Personnel Rules.

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

IV. Duties.

Mark Siettmann 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 Communications. 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 Communications due to County asset reorganization, then the parties shall meet to discuss and negotiate whether or not Mark Siettmann's compensation should change.

V. Termination.

This Agreement may be terminated by either Mark Siettmann or County as follows:

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

B. The County may terminate the Agreement without cause. In that event, the County shall pay Mark Siettmann 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 Mark

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

D. In the event of termination of the Agreement, Mark Siettmann 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

MARK SIETTMANN

By _____
Frank White, Jr.
County Executive

By _____
Director of Communications

APPROVED AS TO FORM:

ATTEST:

By _____
W. Stephen Nixon
County Counselor

Mary Jo Spino
Clerk of the Legislature