

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

**A RESOLUTION** authorizing the County Executive to execute an Employment Agreement with Joseph Piccinini to serve as the Director of the Department of Corrections for Jackson County.

**RESOLUTION NO. 19054**, January 19, 2016

**INTRODUCED BY** Dennis Waits, County Legislator

WHEREAS, by Executive Order No. 15-21, the then County Executive appointed Joseph Piccinini to serve as the County's Director of Department of Corrections 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. 19054 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. 15-21**

**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 DEPARTMENT OF  
CORRECTIONS**

I hereby appoint Joseph M. Piccinini as Director of the Department of Corrections, effective December 7, 2015. A copy of Mr. Piccinini's resume is attached.

Michael D. Sanders, County Executive

Dated: 12-4-15

**RECEIVED**

**DEC 04 2015 8:34 A.M.**

**MARY JO SPINO  
COUNTY CLERK**



**JOSEPH M. PICCININI**  
517 NE Victoria Court, Lee's Summit, MO 64086  
(816) 935-3440  
*Joe.Piccinini@att.net*

**PROFESSIONAL GOAL**

To obtain an executive-level position utilizing my 30 years of criminal justice and administrative experience leading a large law enforcement agency.

**EDUCATION**

Master of Science - Criminal Justice, University of Central Missouri, July 2007  
FBI, National Academy, Quantico, Virginia, 2009  
Bachelor of Science - Criminal Justice, Central Missouri State University, May 1983  
Kansas City, Missouri Police Academy, 1984  
Northwestern University Traffic Institute Supervision of Police Personnel, 1995

**EXECUTIVE SUMMARY**

As a reputable and life-long member of Lee's Summit, Missouri, I have worked diligently as an accomplished Police Chief with a 30 year proven track record for successful strategic and tactical leadership. I am a visionary and creative thinker with a positive attitude and a steadfast commitment to excellence, with expertise in managing organizational change to achieve maximum results.

**CORE RESPONSIBILITIES**

- Managed \$20 million dollar budget during challenging economic times
- Provided Leadership to over 200 Employees
- Oversaw the Detention Facility including Expansion and Redesign
- Oversaw Animal Control Division
- Conducted Regulatory Compliance
- Administered Training & Evaluation
- Directed Crisis Intervention Team

**SELECTED CAREER HIGHLIGHTS**

- Initiated a Community Policing program that places an emphasis on relationship building and problem solving through personal interaction between the police officer and the citizen.
- Led the department to become a nationally accredited agency by receiving the Commission on Accreditation for Law Enforcement Agencies Inc.'s (CALEA) Advanced Law Enforcement Accreditation. The CALEA award is considered the highest standard of excellence by law enforcement agencies. By obtaining accreditation, the Lee's Summit Police Department joined an elite class of the top 4% of all law enforcement agencies in the country.
- Expanded the opportunities for police officer interaction with the public and awareness of potential crime activities by increasing the number of the patrol districts from seven to ten.
- Part I Crime Offenses reduced to a five-year low. Part I crime offenses include criminal homicide, forcible rape, robbery, aggravated assault, burglary, larceny, motor vehicle theft and arson. In 2008, the City reported 2,378 of these offenses and by 2012, that number was reduced to 1,700.
- Served on a multi-departmental "Safe Community Task Force" that included employee representatives outside of the Police Department who focused on reducing crime through code enforcement, planning, and other methods in addition to patrol.

- Provided information to the community in support of the April 2010 no tax increase bond election that included \$10 million for the construction of the new training center, detention facility and community meeting room at the Police Department and a \$2 million dollar upgrade to the emergency services radio system.
- Re-organized the department to decentralize decision making and provide for a more rapid deployment of people and resources.

#### **CAREER HISTORY**

##### **OVER 30 YEARS WITH THE LEE'S SUMMIT, MISSOURI POLICE DEPARTMENT**

2007 – 2014 Police Chief  
 2006 – 2007 Major, Operations Division  
 2002 – 2005 Captain, Operations Division  
 1995 – 2002 Sergeant assigned to Patrol, Special Investigations Unit and Juvenile Investigations Unit  
 1992 – 1995 Community Interaction Officer/Public Information Officer  
 1990 – 1992 Detective  
 1987 – 1990 Traffic Officer  
 1984 – 1987 Patrol Officer

#### **MEMBERSHIPS**

Past President of Metropolitan Chiefs and Sheriffs Association  
 Missouri Police Chiefs Association  
 International Association of Chiefs of Police  
 Board Member- Jackson County Drug Task Force  
 Board Member- Kansas City Metro Squad  
 Board Member- Heart of America Regional Computer Forensic Laboratory  
 KC-ASIS

#### **COMMENDATIONS**

Community Oriented Policing Award – 2010  
 Inducted into the Lee's Summit High School Hall of Fame – 2009  
 Lee's Summit Cares Top Gun Award - 2008  
 Certificates of Commendation – 1995, 1997, 2001  
 Meritorious Service Award – 1994, 1996  
 Community Policing Award, COMBAT/Jackson County Prosecutor's Office – 2001

#### **COMMUNITY INVOLVEMENT**

Lee's Summit Cares Executive Board  
 Lee's Summit Character Council  
 Lee's Summit Coalition to Curb Underage Drinking  
 Lee's Summit Chamber of Commerce  
 Lee's Summit Rotary

## **SPECIALIZED TRAINING**

### *Management*

- Critical Incident Stress Management
- Hot Topics for Law Enforcement Administrators
- Managing Negative Attitudes in the Workplace
- Approaches to Continuous Quality Improvement
- Mentoring for the Retention of Public Safety Personnel
- Criminal Intelligence Systems Operating Policies
- Criminal Intelligence Systems (28 CFR, Part 23)
- Sexual Harassment and Workplace Violence
- 7 Habits of Highly Effective People
- Mastering Performance Management, Supervision & Leadership Skills
- Understanding & Managing Police Use-of-Force
- Community Policing & Group Problem-Solving
- Police Ethics and Racial Profiling
- HIPPA: The Privacy Rule for Law Enforcement
- Character and Police Dynamics
- Effective Performance Appraisals
- Dealing with the Aftermath of Trauma
- Valuing Diversity in Law Enforcement
- Labor Law
- Leadership for Law Enforcement

### *Supervisory*

- Uniform Crime Reports Supervisor
- Effective Supervisory Skills
- First-Line Supervision
- Excellence in Supervision
- School Resource Officer Supervisory Training

### *Tactics & Technical*

- National Rifle Association (NRA) Firing Range Development
- Accident Reconstruction
- Reid Street Crimes & Surveillance Techniques
- Pre-Employment Interviewing
- Critical Incident Team: Dealing with the Mentally Ill
- Crime Prevention through Environmental Design
- Citizen Police Academy Instructor
- Civil Disturbance Tactics
- Media Relations: How to Survive
- Tactical Response to Active Shooter Incidents
- Parental Empowerment: Challenging Children
- Crime-Free Multi-Housing
- Kinesic Interview Techniques
- Domestic Violence
- Domestic Terrorism Training/WMD
- Reid Interview and Interrogation
- Trauma Kits / Stretcher

### *Narcotics*

- Meth Lab Investigations
- MOCIC Undercover Police Officer Training
- Rave Club Drugs

**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 Joseph Piccinini.

WITNESSETH:

WHEREAS, the County, through the County Executive, is desirous of engaging the services of Joseph Piccinini to serve as the County's Director of the Department of Corrections; and,

WHEREAS, Joseph Piccinini, 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 Joseph Piccinini to serve as its Director of the Department of Corrections, for a term commencing December 7, 2015, and terminating on December 31, 2016. After the initial term, Joseph Piccinini'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 Joseph Piccinini 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 Joseph Piccinini elects to participate. Joseph Piccinini'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, Joseph Piccinini shall be paid for his services the base sum of \$110,520.00 annually, payable bi-weekly. In the event that the County grants a cost-of-living increase to all or nearly all of its employees, Joseph Piccinini 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, Joseph Piccinini 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 Joseph Piccinini's employee evaluation. The County Executive shall have discretion to increase Joseph Piccinini'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, Joseph Piccinini shall receive an automobile allowance in the amount of \$800.00 per month.

C. Without regard to the length of Joseph Piccinini's actual employment with the County, Joseph Piccinini 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. Joseph

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

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

IV. Duties.

Joseph Piccinini 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 the Department of Corrections. 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 the Department of Corrections due to County asset reorganization, then the parties shall meet to discuss and negotiate whether or not Joseph Piccinini's compensation should change.

V. Termination.

This Agreement may be terminated by either Joseph Piccinini or County as follows:

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

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

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

D. In the event of termination of the Agreement, Joseph Piccinini 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

JOSEPH PICCININI

By \_\_\_\_\_  
Frank White, Jr.  
County Executive

By \_\_\_\_\_  
Director of the Department of  
Corrections

APPROVED AS TO FORM:

ATTEST:

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

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