

Corrected  
April 24, 2015

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

**A RESOLUTION** authorizing the County Executive to execute an Employment Agreement with Mary Lou Brown of Grand Island, NE, to serve as the Chief Administrative Officer for Jackson County.

**RESOLUTION NO. 18703**, January 12, 2015

**INTRODUCED BY** Dan Tarwater and Greg Grounds, County Legislators

WHEREAS, by Executive Order No. 15-03, the County Executive has appointed Mary Lou Brown of Grand Island, NE, to serve as the County's Chief Administrative Officer effective February 9, 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:

*Guy D. Hall*  
Chief Deputy County Counselor

*W. Stephen Neff*  
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 18703 of January 12, 2015 was duly passed on *January 12*, 2015 by the Jackson County Legislature. The votes thereon were as follows:

Yeas   *9*  

Nays   *0*  

Abstaining   *0*  

Absent   *0*  

*1.12.15*  
Date

*Mary Jo Spino*  
Mary Jo Spino, Clerk of Legislature

Funds for this expenditure are subject to appropriation in the 2015 budget.

*January 12, 2015*  
Date

*D. Scott Thomas*  
Director of Finance and Purchasing

**EMPLOYMENT AGREEMENT**

This Agreement is entered into as of the 2nd day of February, 2015, by and between Jackson County, Missouri, herein after referred to as "the County," and Mary Lou Brown.

WITNESSETH:

WHEREAS, the County, through the County Executive, is desirous of engaging the services of Mary Lou Brown to serve as the County's Chief Administrative Officer; and,

WHEREAS, Mary Lou Brown, is well-qualified for this position and is desirous of undertaking the professional duties of said position;

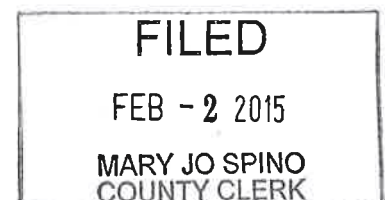
NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is agreed by and between the parties as follows:

I. Term.

The County hereby engages the services of Mary Lou Brown to serve as its Chief Administrative Officer, for a term commencing February 9, 2015, and terminating on February 8, 2017. After the initial term, Mary Lou Brown'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 Mary Lou Brown 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 Mary Lou Brown elects to participate. Mary Lou Brown'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, Mary Lou Brown shall be paid for her services the base sum of \$120,000.00 annually, payable bi-weekly. In the event that the County grants a cost-of-living increase to all or nearly all of its employees, Mary Lou Brown 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, Mary Lou Brown 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 Mary Lou Brown's employee evaluation. The County Executive shall have discretion to increase Mary Lou Brown's salary in any manner consistent with the County's personnel rules and procedures.

B. In lieu of submitting invoices for business use of her personal vehicle, Mary Lou Brown shall receive an automobile allowance in the amount of \$800.00 per month.

C. Without regard to the length of Mary Lou Brown's actual employment with the County, Mary Lou Brown shall earn vacation leave authorized under the County's Personnel Rules at the rate of five weeks (25 days) per year. One week (5 days) can be used during the first ninety (90) days of employment. Mary Lou Brown's accrual and use of vacation leave shall otherwise be governed by said

Personnel Rules.

D. The County shall provide Mary Lou Brown a cellular telephone for business use. Alternatively, Mary Lou Brown shall be entitled to an allowance of \$55.00 monthly for her business use of her personal cellular telephone.

IV. Duties.

Mary Lou Brown 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 Chief Administrative Officer. A copy of the current job description for this position is attached hereto as Exhibit A.

V. Termination.

This Agreement may be terminated by either Mary Lou Brown or County as follows:

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

B. The County may terminate the Agreement without cause. In that event, the County shall pay Mary Lou Brown a severance allowance equal to six (6) months' salary, payable within 15 days of the date of termination. The County shall also pay a lump sum amount equal to six (6) months of the County's contribution to Mary Lou Brown's health insurance premium in effect as of the termination date to assist Mary Lou Brown in making COBRA payments for health insurance, payable within 15 days of the date of termination. Mary Lou Brown will be responsible for the payment of the cost of COBRA health insurance beginning with the effective date for COBRA.

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

D. In the event of termination of the Agreement, Mary Lou Brown 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


MARY LOU BROWN

By   
Michael D. Sanders  
County Executive

By   
Chief Administrative Officer

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 are subject to appropriation in the County's 2015 and future years' annual budgets.

  
Date

  
Director of Finance and Purchasing

# Chief Administrative Officer

Location: Kansas City, MO  
Department: Administration

## **ACCOUNTABILITIES:**

PERCENTAGE OF TIME	ACCOUNTABILITIES
25%	1. Proposed policies and programs researched, recommended, and implemented.
20%	2. County Department Director effectiveness organized to accomplish the goals of the County Executive.
20%	3. Division of Administration effectiveness.
10%	4. Capital improvement projects recommended, work progress monitored and reported to the County Executive.
5%	5. Supervision of subordinate employees.
5%	6. County budget recommended to the County Executive.
5%	7. Jackson County represented at various meetings with business, civic, community, and political organizations.
5%	8. Legislative action.
5%	9. Affirmative Action Officer.

## **SCOPE:**

The employee in this class is responsible for ensuring that all County activities relating to the Executive branch are accomplished in such a way that the goals, programs, and policies of the County Executive are implemented. This work is frequently done in consultation with the Manager of Operations, the County Legislature, the County Counselor, and department directors. The incumbent provides effective, efficient, and professional support services in supervising the directors of the Corrections, Personnel, Public Works, Finance/Accounting, Budgeting, and Economic Development departments, controlling a budget of approximately \$30 million. This employee reports directly to the County Executive.

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

1. Knowledge of Executive and Legislative priorities, programs, and policies.
2. Knowledge of the operation of the County and State legislatures.
- \*3. Skill in verbal communication sufficient to convey ideas and information to a wide variety of people, and to make formal presentations to community groups, committees, and the County Legislature.
- \*4. Skill in written communication sufficient to prepare reports and correspondence to a wide variety of people and groups, including elected officials.

5. Knowledge of the functions, responsibilities, policies, and goals of all County divisions and departments.

6. Knowledge of personnel, finance, accounting, budgeting and information technology to supervise the activities of departments and their policies, procedures, organization, and performance standards.

\*7. Knowledge of public accounting, and the methods, regulations, and laws relating to revenue collections, generation, disbursement, and shared funds.

\*8. Knowledge of public administration principles and techniques.

\*9. Knowledge of modern supervisory techniques; interviewing, hiring, progressive discipline, termination, and performance evaluation.

10. Knowledge of capital improvement financing, and debt management sufficient to recommend projects in conjunction with the Chief Operations Officer to the County Executive and Legislature, and to monitor progress and problems and make appropriate reports.

11. Knowledge of the County's Affirmative Action Plan, goals, and objectives, and applicable Federal and State laws and regulations relating to equal employment opportunities.

## **HUMAN RELATIONS:**

1. Reviews and discusses initial budget requests from semi-autonomous organizations receiving County funds to determine reliability of estimates and to negotiate priorities. Recommends final budget packages to the County Executive.

2. Reviews and discusses initial budget requests from department directors; resolves budget and funding disagreements with directors.

3. Appears at State and County Legislative meetings to provide testimony and answer questions on items of interest to the County Executive or the respective Legislators.

4. Attends all committee hearings and meetings of the County Legislature, answering questions regarding County administration or to present the County's position on specific legislation. Keeps current on concerns of the Legislature so that appropriate communication, review, and planning are provided.

5. Meets with the Jackson County Mayor's Association; submits to and elicits from County officials topics for the agenda and then submits them to the Association's chair. Reviews problems and issues such as economic development, tax collections, revenue sharing, grants, and annexation relating to the relationship between the County and its municipalities.

6. May serve as chair of the City/County Coordinating Committee to facilitate the coordination and elimination of duplication of functions.

7. Meets with the Circuit Court Liaison Committee to address problems relating to finances, budgets, or other issues affecting the administration of the County and Circuit Court.
8. Meets with members of the print and broadcast media, business and civic groups, county citizens, consultants, and political organizations concerning various matters of County administration. Prepares press releases and assists in the preparation of press conferences.
9. Attends, serves on, and directs various County committees for the purpose of planning, directing, and recommending activities consistent with the goals and objectives of the County Executive and Legislature.

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

1. Performs research, reviews financial impact of programs and policies, reviews legal impact of programs and policies with the County Counselor, and reviews operational impact of programs and policies with department directors.
2. Meets with the County Executive and Legislature seeking information, definition, objectives, and guidance on priorities, timetables, etc., of proposed projects. Makes work assignments to staff and department directors when the County Executive implements changes or new programs.
3. Performs research on and submits proposals relating to changes in policies, proposed solutions to problems and new program initiatives; reviews major activities of assigned departments and ensures that activities are consistent with the policies and objectives of the County.
4. Delegates authority to department directors relating to economic development, personnel, finance/accounting, and budgeting. Consults with the directors to create goals, timetables, reporting procedures, and resource allocation.
5. Reviews changes in staffing, organization, planning, goals, and major acquisitions of equipment, new systems, etc., with department directors.
6. Conducts interviews, hires, supervises, trains, evaluates performance, applies progressive discipline, and approves merit increases, vacation schedules, etc., of subordinate staff.
7. Reviews initial budget requests with department directors and other agencies receiving County funds; negotiates priorities, objectives, and goals and determines reliability of estimates; discusses funding levels for all budget packages with the County Executive; may discuss additional budgetary matters with the County Executive, including changes required to balance the budget, and strategies for presenting a final budget to the Legislature.
8. Receives and reviews monthly reports from the Director of Finance on the rate of expenditures of the various funded authorities; notes areas of actual or possible budget imbalances and, if necessary, initiates discussions with appropriate funded authority to rectify the situation.

9. Receives reports from the Director of Finance regarding confirmation of shortages in revenue, establishing alternatives for addressing the problems and ordering the required action to address the shortage.

11. Receives ordinances and resolutions to be considered by the County Legislature; reviews proposals and determines impact on current and planned activities and budgets; keeps County Executive informed and assists in developing a position or response to the proposed action; plans strategy in cooperation with department directors for introducing ordinances and preparing witnesses and other evidence for presentation if necessary.

12. Reviews Affirmative Action performance in each department and county-wide; keeps County Executive informed of all goals, progress, and problems; meets with appropriate department directors to address problems and to develop plans of action; consults with the Director of Human Resources prior to the implementation of goals and objectives; reviews goal attainment and required corrective action with the Director of Human Resources.

13. Represents the County Executive in official matters dealing with the Sheriff's Department, the Prosecuting Attorney, the Medical Examiner, the Jackson County and Kansas City Election Boards, and other County boards and commissions; resolves or refers to the County Executive, problems relating to County Administration and the operation of those offices, boards, and commissions.

### **ENVIRONMENTAL DEMANDS:**

No Environmental Demands affect the course of the work; some travel between County offices and Courthouses is required, exposing the employee to the hazards associated with travel by car.

### **MINIMUM QUALIFICATIONS:**

Must have Bachelor's degree, Master's preferred, in public administration, business, or related field. Prefer eight or more years progressively responsible experience and at least five years at the supervisory level. 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)