

Missoula County Employment Agreement

This agreement is amended and entered into on this 29th day of March, 2022, by and between the Board of Missoula County Commissioners (hereinafter referred to as the Board) and Shane Stack (hereinafter referred to as the Employee).

1. Duties:

The Board agrees to employ Shane Stack as Chief Public Works Officer to perform the functions and duties as agreed to between the Board and the Employee. Attachment A to this agreement is intended as a representative example of duties and is not intended to be all inclusive and may be modified from time to time upon agreement between the parties. A complete job description shall be maintained by Human Resources.

It is mutually agreed that the Employee is employed by the full Board, and not by the individual members thereof. It is further recognized that the Chief Administrative Officer will serve as the Board's designee to provide administrative oversight for the Employee; and that direction and management of the Employee will be by the Chief Administrative Officer on behalf of the Board.

The Missoula County Human Resources Policies (MCHRP) are incorporated herein by reference. The employee is eligible for all rights, privileges, and benefits provided in MCHRP except as provided otherwise herein. Employee is subject to the policies contained in MCHRP. Employee shall be entitled to benefits provided for full time employees in MCHRP. In the event of a conflict between the Agreement and MCHRP, This agreement shall govern.

2. Term of the Agreement:

This agreement commences on March 31, 2022 and expires on June 30, 2025.

3. Modification of the Agreement:

No amendments or additions to the Agreement shall be binding unless in writing and signed by both parties except as otherwise provided here in.

Either party to this agreement may propose changes in content prior to the agreement's expiration date. Should the parties be unable to reach mutual agreement on such proposed changes by the expiration date, the agreement shall terminate upon expiration, unless the parties mutually agree to extend the agreement while they consider and discuss such proposed changes.

4. Termination of the Agreement:

This agreement is for a specific term. The employee shall not have access to the grievance procedure provided in MCHRP for any matter related to this Agreement.

- A. Mutual Consent: This Agreement may be terminated upon the mutual consent of the Board and the Employee. The mutual consent must be stated in writing and signed by both parties.
- B. Termination by Employee: Employee may at any time terminate the Employment relationship by giving the Employer sixty (60) calendar days written notice.
- C. Expiration: Nothing in this agreement shall prevent, limit or otherwise interfere with the right and the authority of the Board, in consultation with the Director of Human Resources to elect not to renew this Agreement upon its expiration. Should the Board elect not to renew the Agreement upon its expiration; it shall notify the Employee in writing giving one hundred twenty (120) calendar days' advance notice. In the event that the Board fails to give 120 days' notice of its intent not to renew the Agreement, the Agreement shall automatically renew for successive one-year terms thereafter ("Renewal Terms") until the board gives its notice of intent to not renew 120 days prior to the end of any Renewal Term. During any Renewal Term all other terms and conditions of the Agreement shall remain in effect.
- D. Good Cause: Nothing in this Agreement shall prevent, limit or otherwise interfere with the right and authority of the Board to terminate the Employee for good cause at any time, or to execute a layoff or reduction in force based on lack of work or lack of funds, or under conditions where continuation of such work would be inefficient and non-productive or to maintain the efficiency of government operations as provided by § 39-31-303(3), MCA.

Upon termination the Employee shall no longer be obligated to perform any functions on behalf of Missoula County and the relationship of Employee and Employer shall immediately terminate. No further payments, benefits or other entitlements set forth under this agreement shall be due to the Employee, save and except for the payment for obligations and entitlements as may have accrued to the Employee prior to the termination but remain unpaid as of the date of termination.

- E. Damages: Should a court of competent jurisdiction determine that the Board did not have good cause to terminate the Employee, the sole and exclusive remedy shall be for the Board to pay the Employee's salary, as set forth in Attachment B, for the remainder of the contract, as well as to pay the standard Employer contribution for group insurance benefits during this time period.
- F. Reduction in force severance: In the event Employee is terminated as a result of a layoff or reduction in force under 39-31-303(3), MCA, Employee shall be eligible for a severance payment equal to one hundred twenty days' salary (120 X 8 X Employee's

Hourly Rate as set forth in Attachment B). This payment shall be made on Employee's final paycheck after the effective termination date.

5. Return of Property

Upon termination or expiration of this Agreement, Employee shall immediately surrender and deliver to the Employer all County property in Employee's possession including without limitation, County credit cards, keys, files, equipment, electronics, office supplies and any other materials or work product in the Employee's possession or control that were created or derived from Employee's services to the County.

6. Benefits:

The Employee shall be eligible for those benefits accorded other full time Missoula County employees, as well as any additional benefits set forth in this agreement.

7. Compensation of Employee:

The Board agrees to pay Employee a base salary determined between the Board, and Employee. Such salary agreement shall be attached to this Agreement as Attachment "B."

Additionally, Employee shall receive at least a 3% increase for each fiscal year, beginning in fiscal year 2024, of the contract and may at the discretion and direction of the Board receive additional pay adjustments each fiscal year during the term of this agreement.

At its sole discretion, Employer may pay Employee other individual compensation benefits (examples: merit bonus, certification pay, special duty pay etc.) in accordance with the MCHRP.)

8. Training and Professional Affiliation

Subject to department budget restrictions, Employee may maintain Employer-paid professional affiliation with a relevant professional organization. Subject to department budget restrictions and approval by the Board, Employee may attend job-related training, conventions, conferences, workshops, courses or meetings, on work time, with travel and other related costs paid by Employer.

9. Performance Evaluation:

The Board shall be responsible for reviewing and evaluating the performance of the Employee on an annual basis during the term of this agreement. The format for the

evaluation shall be in accordance with criteria and procedures established by the Board and the Employee. Evaluation may be done formally (in writing) or informally (verbally).

Hours of Work:

Both parties agree that the Employee is a professional hired to perform the duties specified and such other duties consistent with the job status on a full-time basis. It is understood that performance of those duties will at times require absence from the office, attendance at night meetings and work in excess of forty hours per week. Employee shall not be eligible for wages greater than that identified in this agreement regardless of the number of hours worked each week. To that end, Employee is free to organize Employee's work schedule in such a fashion as to accommodate Employee's workload and shall normally be present during the Employer's business hours. Employee shall be treated as an exempt employee under MCHRP and is entitled to accrued compensatory time to offset hours worked in excess of forty (40) in a work week. The Board recognizes that many of the duties required of the position do not require the Employee to work on-site and in fact greater productivity and efficiency can be achieved if the duties are performed outside of the normal place of work. Accordingly, subject to mutual agreement between Employee and the Board, Employee may work at an alternate work location. When the Employee is working at an alternate location the Employee will be available to the Board by telephone or electronic access.

10. Employee's Responsibilities; Exclusive Employment:

Employee agrees to remain in the exclusive employ of the Board throughout the term of this agreement. The term "exclusive employ" shall not be construed to include teaching, writing or consulting which is performed on Employee's time off and which does not create a conflict of interest or adversely affect Employee's job performance.

11. Employee's Responsibilities; Ethical Responsibilities:

Employee shall at all times observe and comply with all ethical and professional standards, and all other obligations imposed by constitution, statute or other provision of law. Employee shall conduct Employee's affairs in such a manner as to avoid a conflict of interest and in accordance with the duties and responsibilities outlined by the Board. Employee shall devote all of Employee's time, attention, knowledge and skills solely to the interests of Missoula County and shall never use Employee's position or confidential information gained in Employee's work for personal gain, either directly or indirectly. Employee shall not at any time or in any manner, either directly or indirectly divulge, disclose, or communicate to any person any confidential information gained in the performance of Employee's duties except as required or compelled by law.

12. Construction of Agreement; Entire Agreement:

This agreement constitutes the entire agreement of the parties and supersedes any and all negotiations of the parties relating to the subject matter hereof.

13. Applicable Law, Jurisdiction, Venue

It is expressly understood and agreed that in the event of any dispute between the parties, arising under this agreement, Montana law shall control to the extent that any applicable federal law does not supersede it. The parties agree that any litigation concerning this Agreement, shall be brought in the Fourth Judicial District in and for the County of Missoula, State of Montana

14. Attorney Fees

In the event that litigation arises from this Agreement, each party shall pay its own attorney fees.

15. Severability

A declaration by any court, or any other binding legal source, that any provision of the Agreement is illegal and void shall not affect the legality and enforceability of any other provision of the Agreement unless the provisions are mutually dependent.

IN WITNESS WHEREOF, the Board and the Employee have executed this agreement as of the day and date and year as first set forth above.

Board of County Commissioners:

Employee:

Juanita Vero - Commissioner

Shane Stack

Josh Slotnick - Commissioner

David Strohmaier - Commissioner

Attachment A

Example of Duties

The following represent examples of the duties and responsibilities of the Employee, however they are not meant to be all-inclusive or restrictive and may be amended, modified, or expanded as mutually agreed to by the Board and the Employee:

DEFINITION: Performs professional work as a department head providing leadership and expertise in delivering public works services to Missoula County citizens.

EXAMPLES OF DUTIES: (The following are intended to illustrate typical duties; they are not meant to be all inclusive or restrictive.)

ESSENTIAL DUTIES:

Directs the activities of the Public Works Department including: Roads, bridges and levies construction, road maintenance and engineering, sewer and water districts, rural special improvement districts (RSIDs), and special projects. Responsible for overall direction of road maintenance crew, mechanics, administrative and financial staff, building code staff, and sewer and water district staff. Establishes department goals and ensures that goals are accomplished and align with county-wide strategic planning.

Directs the activities of all public works personnel, including hiring, training, motivating, disciplining, scheduling and evaluating.

Supervises or serves as county road superintendent under 7-4-2812, MCA, by planning, supervising and coordinating the grade, construction, maintenance and repair of all county roads, bridges and levies. Prepares and/or approves plans, specifications, estimates and claims. Prepares and manages maintenance plans and equipment replacement schedules. Prepares and maintains necessary records and cost data.

Prepares and manages department budgets. Purchases or authorizes purchases of equipment and tools.

Works cooperatively with other elected and appointed department heads and personnel.

Represents the department and county in dealings with contractors, federal, state and local government representatives, business representatives, and citizens.

OTHER DUTIES:

Performs other related duties as assigned by the Chief Administrative Officer or Board of County Commissioners.

SUPERVISION RECEIVED: Works under the general direction of the Chief Administrative Officer.

SUPERVISION EXERCISED: Manages a large county department with a budget of approximately eight million dollars directly and through subordinate supervisors. Directly supervises Assistant Public Works Director – Administration and Finance, Assistant Public Works Director – County Engineer, Finance Manager, Survey Manager, and Safety and Training Coordinator.

WORKING RELATIONSHIPS: Contacts are with personnel at all levels, the general public, consultants, contractors and other government officials, and involve coordinating work activities and negotiating and resolving significant county public works issues.

WORKING CONDITIONS: Most work is performed in an office setting. Requires some physical exertion such as walking over rough, uneven terrain and working around heavy equipment. Drives a county-owned vehicle to project sites.

REQUIRED KNOWLEDGE, SKILLS & ABILITIES:

KNOWLEDGE: Extensive knowledge of public works construction and maintenance practices and extensive knowledge of civil engineering practices and principles. Thorough knowledge of supervisory and management practices and principles; thorough knowledge of the principles of public administration and budgeting. Considerable knowledge of integrated transportation planning. Knowledge of new practices and products related to energy conservation and sustainability.

SKILLS: Skill in the use of surveying and drafting equipment, programmable calculators, and various field, laboratory and office equipment required in the design and/or construction of public works projects. Skill in the use of personal computers (AUTOCAD, Softdesk, word-processing, data base, spreadsheet).

ABILITIES: Ability to instruct, train and direct, supervise, motivate and evaluate subordinate personnel. Ability to foster a team environment. Ability to prepare cost estimates, contracts, reports and records. Ability to understand and interpret designs and specifications. Ability to organize and manage projects on a short- and long-term basis. Ability to communicate effectively in the English language, orally and in writing. Ability to establish and maintain effective working relationships with other employees, government and business representatives, consultants, contractors, and the general public. Ability to set a good example for others through commitment to quality work and professional relationships including good decision making and communication skills while maintaining empathy, honesty, and integrity. Ability to analyze and solve problems. Ability to interpret and comply with collective bargaining agreements. Ability to adapt to technological changes and innovations. Ability to work effectively in a culturally diverse environment.

MINIMUM QUALIFICATIONS:

EDUCATION: Requires a Bachelor of Science degree in civil engineering, construction management, public administration or a closely related field.

EXPERIENCE: Requires at least five years of supervisory or administrative experience which includes program and infrastructure planning, development and administration, budget development and administration, and staff supervision. Public works experience desirable.

SPECIAL REQUIREMENTS: Requires a valid Montana Driver's license with an acceptable driving record.

DESIRED QUALIFICATIONS: Registration as a Professional Engineer in the State of Montana, or ability to obtain licensure within six months after hire, and/or a master's degree in business or public administration desirable, but not required.

Attachment B
Compensation

On the effective Date, Employee's salary is set at \$65.50 (hourly rate), \$136,240 annually for fiscal year 2023. Budgeted FTE is 1.00