

TENTATIVE AGENDA

DELTA COUNTY BOARD OF COMMISSIONERS

April 21, 2015

5:15 p.m.

- I. CALL TO ORDER
- II. PRAYER
- III. PLEDGE OF ALLEGIANCE
- IV. ROLL CALL

**SPECIAL ORDERS OF BUSINESS:**

**1. Executive Session**

- V. APPROVAL OF MINUTES OF PREVIOUS MEETINGS
  - County Board minutes: 4-14-15
  - Committee of the Whole: 3-18-15
- VI. APPROVAL OF AGENDA
- VII. PRESENTATION OF WRITTEN COMMUNICATIONS
  - A. COMMUNICATIONS RECEIVED
  - B. COMMUNICATIONS FORWARDED
- VIII. REPORTS OF STANDING, STATUTORY, SPECIAL COMMITTEES AND OTHERS
- IX. **PUBLIC COMMENT ON AGENDA ITEMS** (Sign In)
  
- X. **COMMITTEE REPORTS**
  
- XI. GENERAL ORDERS OF BUSINESS
  - A. UNFINISHED BUSINESS
    - 1. Administrator's Contract
  - B. NEW BUSINESS

1. **Payment of Bills (None)**
2. **FY2014 Audit Presentation**
3. **MMRMA Member Representative**
4. **Central U.P. Aquaculture Net Pen Pilot Project**
5. **Sign/Notarize Employment Contract for New Administrator**

XII. GENERAL PUBLIC COMMENT

XIII. COMMISSIONER'S COMMENTS

XIV. MEETING SCHEDULE

- A. Board of Commissioners Meeting on 5-5-15 at 5:15 p.m. in the Service Center Boardroom.
- B. Board of Commissioners Meeting on 5-19-15 at 5:15 p.m. in the Service Center Boardroom.
- C. Board of Commissioners Meeting on 6-2-15 at 5:15 p.m. in the Service Center Boardroom.
- D. Board of Commissioners Meeting on 6-16-15 at 5:15 p.m. in the Service Center Boardroom.

XV. NOTICES

30 day notice of Appointments

XVI. ADJOURNMENT

\*\*\*\*\*DUE TO THE TIME CONSTRAINTS, THE DELTA COUNTY BOARD OF COMMISSIONERS HAS ADOPTED A POLICY THAT ANY INDIVIDUAL WISHING TO ADDRESS THE BOARD WILL BE ALLOCATED THREE (3) MINUTES. THE THREE MINUTES USED BY THE INDIVIDUAL ARE TO MAKE STATEMENTS. THERE WILL BE NO QUESTION AND ANSWER SESSION FORMAT. THIS WILL STRICTLY BE A STATEMENT TYPE FORMAT. IF YOU WISH TO ADDRESS THE BOARD, PLEASE SIGN YOUR NAME ON THE SIGN UP LIST AVAILABLE FROM THE COUNTY CLERK. SPEAKERS WILL BE CALLED IN ORDER OF SIGN UP.\*\*\*\*\*

THE COUNTY OF DELTA WILL PROVIDE REASONABLE AUXILIARY AIDS AND SERVICES FOR THE HEARING IMPAIRED AND TO INDIVIDUALS WITH DISABILITIES AT THE MEETING/HEARING UPON REASONABLE NOTICE TO THE COUNTY OF DELTA. INDIVIDUALS WITH DISABILITIES REQUIRING SERVICES SHOULD CONTACT THE COUNTY OF DELTA ADA COORDINATOR BY WRITING OR CALLING THE FOLLOWING:

Daniel Menacher, DELTA COUNTY ADA COORDINATOR  
310 LUDINGTON STREET  
ESCANABA, MI 49829  
TELEPHONE (906) 789-5189

The Honorable Members of the Delta  
County Board of Commissioners

Dear Commissioners:

A regular meeting of the Delta County Board of Commissioners is scheduled for  
Tuesday, April 21, 2015 at 5:15 p.m. in the Board Room in the Delta County Service Center.

Sincerely yours,

Nancy J. Kolich  
Delta County Clerk

Proposed

**DELTA COUNTY BOARD OF COMMISSIONERS MEETING**  
**April 14, 2015**

Escanaba, Michigan

A Statutory meeting of the Delta County Board of Commissioners was held this date, pursuant to the following call:

April 9, 2015

The Honorable Members of the Delta  
County Board of Commissioners

Dear Commissioners:

A Statutory Meeting of the Delta County Board of Commissioners is scheduled for Tuesday April 14, 2015, at 5:15 p.m. in the Boardroom of the Delta County Service Center.

Sincerely yours,  
Nancy J. Kolich  
Delta County Clerk

ROLL CALL

PRESENT: Commissioners Harrington, Malnar, Johnson, Moyle, and Rivard.

EXCUSED: None.

The meeting was called to order at 5:15 p.m. in the Boardroom of the Delta County Service Center by Delta County Clerk, Nancy Kolich.

VIII. PUBLIC COMMENT ON AGENDA ITEMS

Christine Pepin, AFSCME Chapter Chair, addressed the Board with her concerns with extending the current administrator's contract.

Ann England, Chief Deputy Treasurer, addressed the Board with her concerns with extending the current administrator's contract.

LeeAnne Strand, Equalization Clerk, addressed the Board with her concerns with extending the current administrator's contract.

Ed Oswald, Sheriff, addressed the Board with his concerns regarding the fact that this was added to the agenda under Commissioner's Concerns - it could have been on the agenda, too important and should be added to next week's agenda.

Proposed

Rory Mattson, Delta County Conservation District Director, addressed the Board with his concerns regarding extending the Administrator's contract.

Connie Friets, ASFCME Local President, addressed the Board asking to table extending the current administrator's contract until the next meeting.

Darrel Bengry, Escanaba, addressed the Board with his concerns regarding adding extending the current administrator's contract to the agenda.

V. APPROVAL OF MINUTES OF PREVIOUS MEETING

Moved by Commissioner Moyle and seconded by Commissioner Johnson to approve the minutes of the March 17, 2015 meeting and the Committee of the Whole of March 23, March 25 7:00 a.m., March 25 6:00 p.m., April 3 and April 6, April 10, 2015. MOTION CARRIED.

A. Administrator's Contract.

Moved by Commissioner Moyle and seconded by Commissioner Johnson to accept the Administrator's contract with the proposed changes as presented.

ROLL CALL	MALNAR	YES
	JOHNSON	YES
	MOYLE	YES
	RIVARD	YES
	HARRINGTON	YES

MOTION CARRIED.

VI. APPROVAL OF AGENDA

Moved by Commissioner Moyle and seconded by Commissioner Johnson to approve the agenda as presented. MOTION CARRIED.

Moved by Commissioner Johnson and seconded by Commissioner Moyle to add discussion of the current Administrator's contract to the agenda, adding public comment prior to the discussion. (Added to the agenda during Commissioner's Concerns).

ROLL CALL	MALNAR	NO
	JOHNSON	YES
	MOYLE	YES
	RIVARD	NO
	HARRINGTON	YES

MOTION CARRIED.

Proposed

Moved by Commissioner Johnson and seconded by Commissioner Moyle to table the current Administrator's contract discussion until the April 21, 2015 meeting.

ROLL CALL	MALNAR	YES
	JOHNSON	YES
	MOYLE	YES
	RIVARD	YES
	HARRINGTON	YES

MOTION CARRIED.

VII. PRESENTATION OF WRITTEN COMMUNICATIONS

A. Received:

1. Letter from City of Escanaba (2).
2. Letter from State of Michigan(2).
3. Letter from US Army Corps of Engineers.
4. Letter from CUPPAD.
5. Letter from US Dept. of the Interior

B. Forwarded:

1. Letter to Sally Schultz.
2. Letter to Florence Cutter.
3. Letter to George Botbyl.
4. Letter to Joel Frizzell.
5. Letter to Dennis Wiltzius.

VIII. REPORTS OF STANDING AND STATUTORY SPECIAL COMMITTEES AND OTHERS

1. CAA/HRA minutes of 1-8-15.
2. Airport Advisory Board minutes of 1-28-15.
3. Human Services Board minutes of 2-9-15.
4. Concealed Weapons Board minutes of 2-17-15 & 3-17-15.
5. Public Health minutes of 2-18-15.
6. Solid Waste Management minutes of 2-24-15.
7. Pinecrest Board minutes of 2-26-15.

IX. REPORTS OF STANDING AND STATUTORY SPECIAL COMMITTEES AND OTHERS

X. REPORTS OF SPECIAL COMMITTEES AND OTHERS.

Moved by Commissioner Malnar and seconded by Commissioner Johnson to receive and place on file. MOTION CARRIED.

Proposed

XI. COMMITTEE REPORTS:

1. Personnel Committee of 4-8-15.

Moved by Commissioner Johnson and seconded by Commissioner Moyle to receive the Personnel Committee minutes of April 8, 2015 and place on file. MOTION CARRIED.

XI. GENERAL ORDERS OF BUSINESS

A. UNFINISHED BUSINESS

B. NEW BUSINESS

1. Payment of Bills.

Moved by Commissioner Malnar and seconded by Commissioner Moyle to approve payment of the bills in the amount of \$1,264,136.40 and Commissioner's expenses of \$1,449.54. MOTION CARRIED.

2. Pinecrest Medicare Enrollment Application.

Moved by Commissioner Johnson and seconded by Commissioner Moyle to submit a letter to Medicare attesting to Delta County's legal and financial responsibility for Pinecrest in the event that there is any outstanding debt owed to CMS. MOTION CARRIED.

3. Rapid River Falls Park Road Easement with US Forest Service.

Tabled until the County receives a copy of the Agreement.

4. Lawn Treatment Services.

Moved by Commissioner Moyle and seconded by Commissioner Johnson to approve the contract with Nault's Green Lawn to fertilize the lawn at the Sheriff's Dept. for \$190, the Courthouse for \$399, the Service Center for \$1223.60 and MI Works for \$505.40, as presented. MOTION CARRIED.

5. Resolution - "Head Start".

Moved by Commissioner Moyle and seconded by Commissioner Malnar to adopt the Resolution proclaiming May 2015 Head Start Month. MOTION CARRIED.

Proposed

6. Out of County Travel - UPACC June 11-12, 2105.

Moved by Commissioner Rivard and seconded by Commissioner Johnson to approve out of county travel to the UPACC to the Island Resort in Harris, Michigan. MOTION CARRIED.

7. 2015 Equalization Report.

Moved by Commissioner Johnson and seconded by Commissioner Moyle approve the 2015 Equalization Report, as presented by Equalization Director JuliAnne Kolbe. MOTION CARRIED.

XII. PUBLIC COMMENT

Darrel Bengry, Escanaba, addressed the Board with his concerns regarding the Escanaba Power Plant.

Connie Friets, concerned citizen and county employee, addressed the Board commending them on their selection of the new Administrator.

Christine Pepin, concerned citizen and county employee and union chair, addressed the Board with her concerns regarding the new administrator's hours of work and flex time.

XIII. COMMISSIONERS CONCERNS

Commissioner Malnar: Looking forward to working with the new administrator.

Commissioner Johnson: Commendable that the new Administrator isn't leaving his old position in a lurch to accept the new position. Would like to see the current Administrator stay on as an advisor to the new Administrator.

Commissioner Moyle: In bringing in the new Administrator, we need to make sure he succeeds.

Commissioner Rivard: Looking forward to having the new Administrator on board.

Commissioner Harrington: We need to have an Administrator on the job until the new Administrator comes on board. Would like to have this put on the agenda for the next meeting.

Proposed

XIV. MEETING SCHEDULE

April 21 <sup>st</sup>	5:15 p.m.	Board meeting.
May 5 <sup>th</sup>	5:15 p.m.	Board meeting.
May 19 <sup>th</sup>	5:15 p.m.	Board meeting.

XVI. ADJOURNMENT

Moved by Commissioner Malnar and seconded by Commissioner Moyle to adjourn at 6:30 p.m.

Respectfully Submitted,

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Nancy J. Kolich, County Clerk

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Mary K. Harrington, Board Chair

Proposed

**DELTA COUNTY BOARD OF COMMISSIONERS MEETING  
COMMITTEE OF THE WHOLE  
March 18, 2015**

Escanaba, Michigan

A Committee of the Whole meeting of the Delta County Board of Commissioners was held this date, pursuant to the following call:

March 13, 2015

The Honorable Members of the Delta  
County Board of Commissioners

Dear Commissioners:

A Committee of the Whole Meeting of the Delta County Board of Commissioners is scheduled for Wednesday March 18, 2015, at 7:00 a.m. in Boardroom of the Delta County Service Center.

Sincerely yours,  
Nancy J. Kolich  
Delta County Clerk

ROLL CALL

PRESENT: Commissioners Malnar, Johnson, Harrington, Moyle and Rivard.

ABSENT: Commissioner Moyle.

The meeting was called to order at 7:00 a.m. in Conference Room of the Delta County Service Center by Delta County Clerk, Nancy Kolich.

ALSO PRESENT: Sheriff Oswald  
Under Sheriff Phil Griebel  
Philip Strom, Prosecuting Attorney  
Christine Pepin, Local 2755  
Connie Friets, President, Local 2755  
Administrator Nora Viau  
Jordan Beck, Daily Press reporter

B. NEW BUSINESS

1. Road Commissioner - Salary Increase.

Moved by Commissioner Rivard and seconded by  
Commissioner Malnar to recommend increasing the Road

Proposed

Commissioners' salary \$25 per month to the base for FY 2014-15 and an additional \$25 per month for FY 2015-16 effective July 1, 2015.

ROLL CALL	MALNAR	YES
	JOHNSON	YES
	MOYLE	ABSENT
	RIVARD	YES
	HARRINGTON	YES

MOTION CARRIED.

2. Sheriff Budget.

Sheriff Oswald presented his concerns with the Road Patrol budget and the General Fund budget and the Courthouse Security Officer. Moved by Commissioner Rivard and seconded by Commissioner Malnar to recommend reimbursing the Road Patrol budget for the Courthouse Security Officer overtime for \$32,446 from the 2013-14 budget. MOTION CARRIED.

3. Administrator Applications.

8 applications were received and opened for the Administrator position. Copies of the applications will be sent to all the Commissioners to review.

4. Elected Officials & Non Bargaining One Time Bonus.

Moved by Commissioner Johnson and seconded by Commissioner Rivard (for discussion only) to recommend a one time \$1500 payment into a retirement fund for the elected officials and non bargaining employees effective July 1, 2015.

ROLL CALL	MALNAR	YES
	JOHNSON	YES
	MOYLE	ABSENT
	RIVARD	NO
	HARRINGTON	YES

MOTION CARRIED.

XII. PUBLIC COMMENT

Connie Friets, AFSCME Local 2755, addressed the Board with her concerns regarding Elected Officials and Non Bargaining employees salaries and bonuses.

Proposed

XIV. MEETING SCHEDULE

April 14<sup>th</sup>            5:15 p.m. Statutory Board meeting  
April 21<sup>st</sup>            5:15 p.m. Board meeting.

XVI. ADJOURNMENT

Moved by Commissioner Johnson and seconded by Commissioner Malnar to adjourn at 9:02 a.m.

Respectfully Submitted,

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Nancy J. Kolich, County Clerk    Mary Harrington, Board Chairperson

<b>Elected Positions</b>		<b>Effective Date</b>
Clerk	\$1,500	1-Jul-15
Treasurer	\$1,500	1-Jul-15
Prosecutor	\$1,500	1/1/2016
Sheriff	\$1,500	10/19/2015
Commissioners	\$1,500	1-Jul-15

**Non Bargaining/Appointed**

Dir. Of Administration	\$1,500	1-Jul-15
Board Sec/Asst. Adm.	\$1,500	1-Jul-15
IT Director	\$1,500	1-Jul-15
Juvenile Director	\$1,500	1-Jul-15
Probate Register	\$1,500	1-Jul-15
Chief Asst. Pros.	\$1,500	1/1/2016
Airport Manager	\$1,500	1-Jul-15
Asst. Airpt. Manager	\$1,500	1-Jul-15
Undersheriff	\$1,500	12/15/2015
Veterans Admin	\$1,500	1-Jul-15
Maintenance Director	\$1,500	1-Jul-15
Asst. Prosecutor	\$1,500	2/1/2015
District Court Magistrate	\$1,500	2/22/2015
District Court Administrator	\$1,500	11/1/2015
Asst. Maintenance Director	\$1,500	3/3/2016
Friend of the Court	\$1,500	4/1/2016
FOC Staff Attorney	\$1,500	4/1/2016

A one time payment of \$1500 to be deposited into employees retirement account for all Elected, Non Bargaining and Appointed Employees. Employees/Elected Officials with less than 1 year of employment in their respective position will be granted the retirement benefit after attaining one year of service in their current position.

**NOT ELIGIBLE:**

Drain Commissioner  
 Surveyor  
 Contract Inspector

Medical Examiner  
 FOC Contract Referee



RICK SNYDER  
GOVERNOR

STATE OF MICHIGAN  
DEPARTMENT OF TREASURY  
LANSING

R. KEVIN CLINTON  
STATE TREASURER

April 3, 2015

Fiscal Year: 2014  
MuniCode: 210000

Chief Financial Officer  
Delta County  
310 Ludington Street  
Escanaba, MI 49829

Dear Chief Financial Officer:

The Local Audit and Finance Division has received the audit report for fiscal year 2014. It is the responsibility of this division to administer certain State statutes. Consequently, your audit has been reviewed to determine compliance with budgeting, accounting, auditing, and statutory compliance related activities. This review has identified issues that we believe need your attention.

Your certified public accountant has noted the following issues corresponding to questions on the auditing procedures report (APR):

- 03. Actual expenditures exceeded the amounts authorized in the budget.
- 12. There were repeated reported deficiencies from previous years.
- 18. There were reported deficiencies included with the audit report.

The matters described above are violations of State statute or are deficiencies of the local unit that may impede the local unit's ability to comply with State statute. Therefore, please submit to us, within 30 days from the date of this letter, a detailed corrective action plan (CAP) to resolve the above-mentioned matters including other deficiencies noted in your audit report. Additional deficiencies in your report are usually found in the form of comments and recommendations located toward the end of the report. The plan should identify each APR question listed above, each additional deficiency, the corrective action to be taken, and the date in which the action is to be implemented.

Please submit your CAP, any supporting documentation, and a copy of this letter to the Local Audit and Finance Division, Attention: Cary Jay Vaughn at the address listed below or send via email to [LAFD\\_Audits@michigan.gov](mailto:LAFD_Audits@michigan.gov). If sending your plan by email, please include the following in the subject line: "local unit name-year-CAP." If you fail to respond within 30 days or you are unable to demonstrate that you have started corrective action, the Department may take any or all of the following actions:

- Deny or revoke qualified status under Public Act 34 of 2001, the Revised Municipal Finance Act (possibly preventing your municipality the ability to borrow money);
- Report the failure to file to the county prosecuting attorney or attorney general pursuant to Public Act 2 of 1968, the Uniform Budgeting and Accounting Act, as amended;

Page 2

- Subject the local unit to an audit and/or review performed by Department of Treasury auditors at the expense of the local unit.

Thank you for your attention to this matter. If you have any questions, please contact me at 517-373-3227.

Sincerely,



Cary Jay Vaughn, CPA, CGFM  
Audit Manager  
Local Audit and Finance Division

cc: Chief Administrative Officer  
Clerk

**RISK**

MICHIGAN MUNICIPAL  
RISK MANAGEMENT  
A U T H O R I T Y

B3

MEMORANDUM

To: Member Representatives  
From: Michael Rhyner, Executive Director  
Date: March 16, 2015  
Re: Member Representative Responsibilities and Designees

In recent months, MMRMA has seen a fair number of Member Representative departures, inviting questions regarding the responsibilities of the position. This memorandum is intended to clarify those responsibilities and provide some guidance in determining who to designate in the Member Representative role.

According to MMRMA's Joint Powers Agreement (JPA), one of the obligations of members is:

“To designate in writing, by the governing body a Member Representative. MMRMA shall not be required to contact any other individual except the Member Representative. All notices or agreements with the Member Representative shall be binding upon the Member. A Member may change the Member Representative by giving written notice to MMRMA.”

If your entity's current Member Representative does not have the scope of authority to fulfill these responsibilities, please ask your governing body to extend that authority to him/her or to select another individual for this role.

If you have any questions about the responsibilities of the Member Representative or the guidelines for designating a person in this role, please feel free to contact Paul Mongiello at 734-513-0300 or via email: [pmongiello@mmrma.org](mailto:pmongiello@mmrma.org).

Thank you for your continued membership with MMRMA. It is your dedication to this organization that allows it to remain strong and thriving.

cc: Regional Risk Managers

# DELTA COUNTY BOARD OF COMMISSIONERS

ADMINISTRATION OFFICE  
310 LUDINGTON STREET  
ESCANABA, MICHIGAN 49829  
PHONE: 906-789-5100  
FAX: 906-789-5197



B4

April 14, 2014

Michigan Quality of Life Departments  
Director Jamie Clover-Adams, MDARD  
Director Keith Creagh, MDNR  
Director Dan Wyatt, MDEQ  
P.O. Box 30017  
Lansing, Michigan 48909

## **RE: Delta County Board of Commissioners Support for the Central U.P. Aquaculture Net Pen Pilot Project**

Dear Quality of Life Department Directors:

The Delta County Board of Commissioners strongly supports the Central U.P. Aquaculture Net Pen Pilot Project and urges a seamless and easy permitting process.

The Central U.P. Aquaculture group, a public and private partnership, was formed to further Aquaculture in our region in an environmentally respectful manner. The group defines Aquaculture as raising fish for food. The collaborative partnership is proposing a pilot project to understand the environmental and economic impact a rainbow trout net pen operation would have on Lake Michigan and is requesting a 5 year pilot permit from the State of Michigan.

Raising fish for food not only provides a local protein supply for our residents but helps offset the global seafood trade imbalance. It brings new and meaningful jobs to our rural area. It builds upon our long and proud history of agriculture.

We fully support the Central U.P. Aquaculture Project and are committed to participating in this initiative. We encourage the State of Michigan regulatory agencies to approve this pilot permit. We believe the resulting efforts of this will improve the economic climate in Delta County and beyond.

Sincerely yours,

Mary Harrington, Chairperson  
Delta County Board of Commissioners

**EMPLOYMENT AGREEMENT**

**BETWEEN**

**Ryan Bergman**

**AND**

**THE COUNTY OF DELTA**

THIS AGREEMENT, made and entered into this \_\_\_\_ of \_\_\_\_\_, 2015 by and between the COUNTY OF DELTA, State of Michigan, a municipal corporation, hereinafter referred to as "EMPLOYER", as party of the first part, and \_\_\_\_\_, hereinafter referred to as "EMPLOYEE", as party of the second part, both of whom understand as follows:

**WITNESSETH**

WHEREAS, the EMPLOYER, desires to secure the services of said Ryan Bergman as Director of Administration and Finance for the County of Delta; and

WHEREAS, it is the desire of the Delta County Board of Commissioners, hereinafter called "BOARD", to provide certain benefits, establish conditions of employment and to set working conditions of said EMPLOYEE; and

WHEREAS, it is the desire of the EMPLOYER to (1) assure the EMPLOYEE'S morale and peace of mind with respect to future security, (2) to act as a deterrent against malfeasance or dishonesty for personal gain on the part of the EMPLOYEE, and

WHEREAS, the EMPLOYEE desires to accept employment as the Director of Administration and Finance for said County of Delta.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

**SECTION 1 - DUTIES**

A. The Employer hereby agrees to employ said Ryan Bergman as Director of Administration and Finance to perform the functions and duties as specified in the attached Job Description, and to perform other legally permissible and proper duties and functions as the Delta County Board of Commissioners may, from time to time, assign.

**SECTION 2 - TERMS**

A. Nothing in this Agreement shall prevent, limit or otherwise interfere with the rights of the

BOARD to terminate the services of the Employee at any time, subject to the provisions set forth in Section 3, Paragraph A of this Agreement.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the rights of the Employee to resign at any time from their position with the Employer, subject only to the provision set forth in Section 3, Paragraph B of this Agreement.

C. This Agreement shall be in force for a period commencing on May 18, 2015 and terminating on May 17, 2018. The BOARD shall provide not less than ninety (90) days notice that the contract will not be renewed. The Director of Administration and Finance shall notify the Board 120 days prior to the terminating date of this contract.

### **SECTION 3 - TERMINATION & SEVERANCE PAY**

A. The BOARD may, at its discretion, terminate said Employee from the duties as Director of Administration and Finance. Such action shall require a majority vote of at least three (3) Commissioners of a five (5) member BOARD, and become effective the date said BOARD specifies. In the event the Employee is terminated by the BOARD, prior to the end of the contract, and during such time that the Employee is capable of performing his/her duties under this Agreement, then in that event the Employer agrees to pay the Employee salary based on the following schedule:

1. In the event that the Employee is terminated based on a unanimous five (5) member vote, the Employer agrees to pay two (2) months salary to the Employee.

2. In the event that the Employee is terminated based on a majority, but not unanimous, vote, the Employer agrees to pay three (3) months salary to the Employee.

In the event that the contract is not renewed by the BOARD, and during such time that the Employee is capable of performing his duties under this Agreement, then in that event the Employer agrees to pay two (2) months salary to the Employee. In the event that the terms in Section 2 (C) are not met, and the Employee is provided with less than ninety (90) days notice, the Employer agrees to pay the Employee three (3) months salary. In the event the Employee is terminated because of his conviction of a felony or any illegal act involving personal gain to self, that in the event, the Employer shall have no obligation to pay the severance sum designated in his paragraph.

B. In the event said Employee voluntarily resigns his/her position with the Employer before the expiration of this Agreement, the Employer shall have no obligation to pay the severance sum designated in Paragraph A above. The Employee agrees to give the Employer thirty (30) days notice in advance should the employee voluntarily terminate their employment, unless both parties agree otherwise.

C. After such termination, all rights, duties, or obligations of both parties shall cease, and during such period the Employee shall not be required to perform any duties for the County of Delta, unless mutually agreed upon by both parties.

#### **SECTION 4 - SALARY**

A. In consideration for these services as Director of Administration and Finance, the BOARD agrees to pay \$75,000 annually from the start date, \$1,800 salary increase six months from start, \$1,800 salary increase at one year payable in equal installments at the same time as other County employees are paid. The BOARD will have the option of selecting the third year salary based on one (1) of the following three (3) options:

1. The BOARD may elect to freeze the Employee's salary at \$78,600 for the third year of the Agreement.

2. The BOARD may elect to award a salary increase to the Employee in an amount to be determined by the BOARD.

3. The BOARD may elect to extend the Agreement for one (1) additional year. In the event of an extension, the BOARD agrees to pay the Employee \$81,600 in the third year and \$84,600 in the fourth year of the Agreement. In the event of an extension, all other third year terms of the Agreement will remain in effect.

B. In no event will the Employee receive longevity pay or a one-time pay bonus during the period of the Agreement.

#### **SECTION 5 - BENEFITS**

##### **PAID SICK LEAVE**

Sick leave accumulation will be as follows: The employee shall accumulate 1 day per month not to exceed 12 days per year up to a 75 day maximum accumulation which shall be used for non occupational disabilities. On October 1 each year, the employee will be given two sick leave days along with the 1 day per month sick leave accumulation not to exceed 12 days per year. The two additional sick leave days may be used as Personal Leave at the discretion of the employee.

Accumulated sick hours in excess of the 75 day cap will be paid into a Valic special pay plan in the name of the individual on or before September 30<sup>th</sup> each year. Each September 30<sup>th</sup> the accumulated sick leave hours in excess of the 75 day cap will be paid into the Valic Special Pay plan.

Upon termination/retirement (prior to the annual September 30<sup>th</sup> date) 50% of the 75 day cap would be paid into the Valic special pay plan along with any accumulated sick leave hours.

Sick leave will be deemed to be continued employment for the purpose of computing all benefits and will be construed as days worked specifically. Funds not accepted by Valic due to regulations will be paid to the employee in a lump sum as per past compensation practice.

Sick leave may be utilized under the same guidelines as established for other non-bargaining unit employees.

The Employer may require written medical verification of illness or injury in relation to the use of sick leave when absence exceeds three (3) consecutive days or in instance of chronic absenteeism. Falsification of such evidence shall be cause for dismissal.

In the case of obvious sick leave abuse, the BOARD may interview the employee in such regard. If the employee's explanation is not satisfactory, the BOARD may order the employee to go for a medical examination and certification to a doctor of the BOARD's choice at the BOARD's expense during working hours.

#### FUNERAL LEAVE

The employee shall be allowed five (5) working days with pay as funeral leave not to be deducted from sick leave for a death in the immediate family. Immediate family is to be defined as follows: mother, father, step-parents, brother, sister, step-brother, step-sister, wife or husband, son or daughter, step-children, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents and grandchildren or any member of the employee's household. Any employee selected to be a pallbearer for a deceased employee will be allowed one funeral leave day with pay to be deducted from sick leave.

#### HOLIDAY PROVISIONS

(a) Paid Holidays are designated as follows:

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Eve Day
Labor Day	Christmas Day
Veteran's Day	New Year's Eve Day

(b) Floating Holidays. The employee is also eligible for two (2) Floating Holidays.

(c) Should a holiday fall on Sunday, Monday shall be considered the holiday.

(d) Should a holiday fall on Saturday, Friday shall be considered as the holiday.

(e) Whenever consecutive holidays occur on a weekend or any part of the weekend, Friday and Monday shall be considered the official holidays.

(f) The employee shall receive holiday pay at his/her regular hourly rate.

(g) Should the employee be required to work on a holiday, the employee will be eligible to receive another day off in its place. This day will be mutually agreeable to the Employer and employee.

#### PERSONAL LEAVE DAYS

(a) Personal leave time is provided to care for personal activities. The Employer will make available a total of three (3) days to be used for personal leave in each anniversary year. Two days, if used, count as Personal Days deducted from sick time.

(b) Personal leave days shall be used at the employee's discretion, and except for stated emergencies, only upon reasonable notice to and with the agreement of the EMPLOYER. Requests for personal leave shall not be unreasonably withheld.

#### VACATION ELIGIBILITY

The anniversary date of employment shall be used to compute vacation benefits. The employee will be given 5 five days at the start of this agreement.

The employee will receive: Ten (10) vacation days in year one (1); fifteen (15) vacation days in year two; and fifteen (15) days in year three (3) of the Agreement.

#### VACATION PERIOD

(a) Vacations will be granted at such times during the year suitable to the employee and the Employer.

(b) When a holiday is observed by the Employer during a scheduled vacation, the vacation will be extended one (1) day continuous with the vacation.

(c) A vacation may not be waived by an employee and extra pay received for work during that period.

(d) If an employee becomes ill and is under the care of a duly licensed physician during his/her vacation, his/her vacation shall be rescheduled and such time off shall be charged to either sick leave or time off without pay. In the event his/her incapacity continues through the year, he/she will be awarded payment in lieu of vacation period.

(e) It shall be the responsibility of the employee to submit requests for vacation time far enough in advance so that they may be approved by the County Chairperson without disruption of the department work schedule. Failure to do so may result in loss of vacation time.

(f) Paid annual leave will be considered days worked for computation of benefits.

#### PAY ADVANCE

(a) If a regular payday falls during an employee's vacation, he/she will receive, if requested, that check in advance before going on vacation.

(b) If an employee is laid off or retires, or severs his/her employment, he/she will receive any unused vacation credit including that accrued in the current calendar year.

(c) Rate during vacation: The employee will be paid his/her current rate based on his/her regular scheduled pay while on vacation and will receive credit for any benefits provided for in this Agreement.

#### HOSPITALIZATION AND MEDICAL COVERAGE

(a) The Employer agrees to pay the premium for hospitalization, medical and dental coverage for the employee and his/her family.

(b) The Employer agrees to pay the premium for hospitalization, medical, and dental coverage for the employee for his/her family during an employee's absence as the result of any injury or illness to the extent that said employee is either drawing sick leave benefits or vacation benefits and, in the event that said employee is drawing for a period not to exceed six (6) months.

(c) The Employee will be given the opportunity during open enrollment to choose between the Health Plan Options which are the current coverage plans as of the date of this Agreement.

#### PAYMENT IN LIEU OF HEALTH INSURANCE

New full-time and present full-time employees who have insurance coverage must provide proof of insurance coverage if they wish to receive payment in lieu of health insurance. The current monthly amount is \$575.00.

#### LIFE INSURANCE COVERAGE

The Employer agrees to pay the full premium of a term insurance plan for the employee; face value of \$20,000 while employed.

#### COMPUTATION OF BENEFITS

All hours paid to an employee shall be considered as hours worked for the purpose of computing any of the benefits under this Agreement.

#### UNEMPLOYMENT COMPENSATION

The Employer agrees to furnish unemployment compensation to the employee laid off in accordance with permissible legislation.

#### WORKER'S COMPENSATION (On-the-Job Injury)

(a) The employee will be covered by the applicable worker's compensation laws and the Employer further agrees that the employee upon being eligible for worker's compensation may use sick leave time sufficient to make up any difference between the amount which he/she would receive pursuant to the

worker's compensation laws and his/her regular weekly income.

(b) Whenever the employee applies for worker's compensation, said employee may use sick leave until worker's compensation has been verified or until all accumulated sick leave has been used. In the event the employee decides to use sick leave during this period and worker's compensation is granted, all sick leave used will be paid back to the Employer by the employee not accruing any sick leave until all days for which worker's compensation has been paid are deducted. However, the employee may not use more sick days that he/she has accumulated.

#### RETIREMENT

The Employer agrees to provide at the Employer's expense, a MERS retirement benefit plan with an Employer contribution of 10% of salary with up to a 5% match of employee contribution.

In addition, the Employer agrees to annually contribute four (4) percent of salary to a 457 or other similar tax advantaged retirement plan. Any funds contributed by the Employee will not be matched by the Employer.

#### MILEAGE ALLOWANCE

The employee if as a condition of employment must use his/her personal vehicle in his/her work, will be reimbursed at the rate per mile as set by the IRS and County Board of all other employees and elected officials of Delta County.

#### HOURS OF WORK

The Director of Administration and Finance position is a seven hour per day, five days per week position. It is recognized that the employee must devote a great deal of time outside the normal office hours of the Employer, and to that end the employee will be allowed the flexibility to schedule their shifts and take sixty (60) hours per year as "flex" time. There is no carryover of "flex" time. Flex time to be reviewed annually with the full County Board.

#### DUES AND SUBSCRIPTIONS

The Employer agrees to budget and to pay for the professional dues and subscriptions of the employee necessary for his/her continuation and full participation in national, regional, state and local associations and organizations necessary for his/her continued professional growth and advancement for the good of the Employer as mutually agreed upon by the Employer and employee.

#### PROFESSIONAL DEVELOPMENT

The Employer hereby agrees to budget for and to pay the travel and expenses under current County Board guidelines to the employee for professional and official travel, meetings and conference/seminars adequate to continue the professional development of the employee and to adequately pursue necessary official and other functions for the Employer, and such other state or local government groups and

committees thereof which the employee may serve as a member or attend as mutually agreed upon by the Employer and employee. Attendance at such approved meetings and accomplishments of approved professional duties shall be considered compensated service time and shall not be considered vacation time.

#### **COMMUNICATIONS DEVICES**

To increase accessibility during and outside of work hours, the BOARD agrees to purchase and pay all maintenance and data costs associated with one (1) Smart Phone and one (1) Tablet Computer for use by the Employee. Both devices will be primarily for work use, but for convenience may also be used for personal use. All County procurement regulations will apply to both purchases.

#### **SECTION 6 - INDEMNIFICATION**

The Employer shall defend, save harmless and indemnify the employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise arising out of any alleged act or omission occurring in the performance of the employee's duties or responsibilities as Director of Administration and Finance. The Employer will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. Legal defense other than that authorized by the County's liability carrier shall be authorized by Board action.

#### **SECTION 7 - PERFORMANCE EVALUATION**

The BOARD shall review and evaluate the performance of the employee. This evaluation option, if exercised, should occur not more than thirty (30) days before the anniversary date and no more than thirty (30) days after the anniversary date. Further, said review and evaluation session by the BOARD will be done in closed sessions with only BOARD member in attendance unless otherwise specified by the Employee. Minutes of the review and evaluation session will be prepared by the designated BOARD member and placed in the Employee's personnel file.

#### **SECTION 8 - OTHER TERMS & CONDITIONS OF EMPLOYMENT**

A. The Delta County Board of Commissioners, in agreement with the employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, or the employee may request such salary realignment, relating to the performance of the employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of the Agreement or attached job description.

B. The Employer agrees to provide to the employee comparable non salary benefits that are not specifically outlined in this Employment Agreement if the Employer provides them to other Non Bargaining Unit County employees.

C. Any time the Employee is representing the County, the Employee's conduct will be of the highest professional level.

#### **SECTION 9 - NOTICES**

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, and addressed as follows:

1. EMPLOYER: Name and address of Chairman of the Board
2. EMPLOYEE: Name and address of the employee

Alternatively, notice required pursuant to this Agreement may be served personally from the first party to the second party, or the second party to the first party.

**SECTION 10 - GENERAL PROVISIONS**

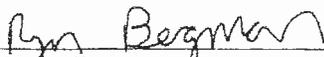
A. This Agreement constitutes the entire Agreement between the parties and contains all the Agreements between them with respect to the subject matter thereof. It also supersedes any and all other Agreements or Contracts, either oral or written between the parties with respect to the subject matter thereof.

B. If any provisions, or any portion thereof contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement or portion thereof, shall not be affected and shall remain in full effect. This contract may be amended in writing by the mutual consent of both parties hereto at any time.

C: This employee is an at-will employee.

D: Signed original contract will be filed in the County Clerk's Office and will be deemed the original contract if any contract terms or questions arise.

IN WITNESS WHEREOF, the County of Delta has caused this Agreement to be signed and executed in its behalf by its Chairman of the Board of Commissioners, and duly attested to by its County Clerk, and the employee has signed and executed said Agreement as written.

  
\_\_\_\_\_  
Ryan Bergman

\_\_\_\_\_  
Mary Harrington, Chairperson  
Delta County Board of  
Commissioners

Attested:

\_\_\_\_\_  
Nancy Kolich  
Delta County Clerk