

THE COUNTY AUDITOR'S SIGNATURE CERTIFIES
THAT THIS RESOLUTION HAS BEEN FORMALLY
APPROVED BY THE BOARD OF SUPERVISORS ON

DATE

SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

August 11, 2008

APPROVING THE APPOINTMENT OF DEE F. BRUEMMER FOR THE POSITON OF COUNTY ADMINISTRATOR

BE IT RESOLVED BY the Scott County Board of Supervisors as follows:

- Section 1. The appointment of Dee F. Bruemmer for the position of County Administrator at an annual starting salary of \$147,000 is hereby approved.
- Section 2. The terms of employment as presented by the Human Resources Director/Assistant County Administrator in the employment agreement are hereby approved.
- Section 3. This resolution shall take effect immediately.

EMPLOYMENT AGREEMENT

This agreement, made and entered into this ___ day of August, 2008, by and between the Scott County Board of Supervisors, hereinafter called "Employer", and Diana F. (Dee) Bruemmer, hereinafter called "Employee", both of whom understand as follows:

WITNESSETH:

WHEREAS, Employer desires to employ the services of Dee F. Bruemmer as County Administrator of Scott County as provided by Chapter 3 of the Scott County Code, as amended through 2007; and

WHEREAS, it is the desire of the Board of Supervisors, hereinafter called "Board" to provide certain benefits, establish certain conditions of employment and to set working conditions of said Employee; and

WHEREAS, it is the desire of the Board to (1) retain the services of Employee and to provide inducement for the Employee to remain in such employment, (2) to make possible full work productivity by assuring Employee's morale and peace of mind with respect to future security, (3) to act as the deterrent against malfeasance or dishonesty for personal gain on the part of Employee, and (4) to provide a just means for terminating Employee's services at such time as the Employee may be unable to fully discharge assigned duties due to age or disability or when Employer may otherwise desire to terminate the Employee; and

WHEREAS, Employee desires to be appointed as County Administrator of Scott County;

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

SECTION 1 - DUTIES

Employer hereby agrees to employ Dee F. Bruemmer as County Administrator of said Employer to perform the functions and duties specified in Chapter 3 of the Scott County Code, as amended through 2007, and to perform other legally permissible and proper duties and functions as the Board shall from time to time assign.

SECTION 2 - TERM

- A. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Board to terminate the services of Employee at any time, subject only to the provisions set forth in Section 4, paragraphs A and B, of this agreement.

- B. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of Employee to resign at any time from her position with Employer, subject only to the provisions set forth in Section 4, paragraph C, of this agreement.
- C. Employee shall begin employment on October 12, 2008, but shall be considered on leave; approved without pay (AWOP) until November 3, 2008. This agreement shall automatically renew on employee's anniversary date (October 12) unless written notice is given by either party to this agreement to the other two hundred ten (210) days prior to the anniversary date hereinabove provided, this agreement shall be extended on the same terms and conditions as herein provided, all for an additional period of one (1) year.

SECTION 3 - SUSPENSION

Employer may suspend the employee without pay and benefits, upon the finding of an indictment or the filing of an information charging said employee with a felony or an illegal act involving personal gain. In the event said indictment or information is later set aside, or the employee is acquitted, said employee shall be reinstated, with back pay and benefits previously denied.

Employer may suspend the Employee for just cause with full pay and benefits at any time during the term of this agreement, but only after a public hearing, and a majority of Board votes to suspend Employee for just cause provided, however, the Employee shall have been given written notice setting forth any charges at least ten (10) days prior to such hearing by the Board members. Employee may request a closed session hearing pursuant to Iowa Code Section 21.5(1)(i).

If mutually agreed upon by a majority of the Board and the Employee the above requirement for a public hearing may be waived.

SECTION 4 - TERMINATION AND SEVERANCE PAY

- A. In the event Employee is terminated without good cause by the Board before expiration of the aforesaid term of employment and during such time that Employee is willing and able to perform her duties under this agreement, then in that event Employer agrees to pay Employee in bi-weekly installments a cash payment equal to twelve (12) months' aggregated salary and benefits available to employee, during the first year of employment and seven (7) months thereafter. Employee shall be compensated for any accrued vacation, sick or holiday time permitted by policy as they now exist or hereafter may be amended.

In the event Employee is convicted of any felony or illegal act involving personal gain (termination with good cause), Employer shall have no obligation to pay the aggregate severance sum designated in this paragraph A.

Good cause is herein defined as conviction of any illegal act involving personal gain.

- B. In the event Employer at any time during the term of this agreement reduces the salary or other financial benefits of Employee in a greater percentage than an applicable across-the-board reduction for all non-represented employees of Employer, or in the event Employer refuses, following written notice, to comply with any other provision benefiting Employee herein, or the Employee resigns following a suggestion, whether formal or informal, by the Board that she resign, then, in that event, Employee may, at her option, be deemed to be "terminated" at the date of such reduction or such refusal to comply within the meaning and context of the herein severance pay provision.
- C. In the event Employee voluntarily resigns before expiration of the aforesaid term of employment, then Employee shall give Employer one (1) month notice in advance, unless the parties otherwise agree.

SECTION 5 - DISABILITY

Upon commencing employment, the Employee shall have access to a bank of 720 hours of leave to be used in case of a serious medical condition. This leave can only be used to provide coverage during the waiting period between the onset of illness or disability and the point at which long term disability coverage takes effect. If Employee is permanently disabled or is otherwise unable to perform her duties because of sickness, accident, injury, mental incapacity or health beyond the waiting period for long term disability Employer shall have the option to terminate this agreement subject to the severance pay requirements of Section 4, paragraph A. However, Employee shall be compensated for any accrued leave, time or other benefits in accordance with policies established for Non-represented Employees.

SECTION 6 - SALARY

- A. Employer agrees to pay Employee for services at an annual base salary of \$147,000, payable in installments at the same time as other employees of the Employer are paid.
- B. Unless otherwise provided for in this agreement Employer agrees to increase said base salary and/or other benefits of Employer equal to that which is provided other non-represented employees of the Employer.
- C. Employer shall annually on the Employee's anniversary date review the Employee's salary and revise said salary and benefits accordingly. During the first year of employment as County Administrator, Employee's salary shall be reviewed and revised at six months and twelve months and then annually thereafter. At the initial six month and twelve month review the Employee's salary will be adjusted up to five (5) percent.

SECTION 7 - PERFORMANCE EVALUATION

- A. The Board shall review and evaluate the performance of the Employee in advance of the Employee's anniversary date. Said review and evaluation shall be in

accordance with specific criteria developed jointly by Employer and Employee and on the form attached hereto as Exhibit A. Said criteria may be added to or deleted from as the Board may from time to time determine, in consultation with the Employee. Further, the Board shall provide the Employee with a summary of the findings of the Board and provide an adequate opportunity for the Employee to discuss her evaluation with the Board.

- B. Annually, the Board and Employee shall define such goals and performance objectives which they determine necessary for the proper operation of the County and in the attainment of the Board's policy objectives and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing.

SECTION 8 - HOURS OF WORK

It is recognized the Employee is frequently required to work more than a forty (40) hour work week and devote time outside normal office hours, therefore during period of reduced workload Employee will be allowed flexibility in adhering to a formal schedule of hours.

SECTION 9 - MILEAGE REIMBURSEMENT

Because Employee's duties require use of an automobile, the Employer agrees to provide the mileage reimbursement for any travel outside of Scott and Rock Island Counties at the rate allowed for such purposes by the U.S. Internal Revenue Service. It is understood that the Employer's liability, property damage and comprehensive insurance will be secondary to the Employee's personal insurance coverage.

SECTION 10 - HEALTH AND LIFE INSURANCE

- A. Employer agrees to purchase and to pay the required premiums on a term life insurance policy equal in amount to two (2) times the annual gross salary of Employee.
- B. Employer agrees to provide hospitalization, surgical, comprehensive medical, prescription drugs, vision, dental and long term disability insurance for Employee. Employer agrees to pay premium for such insurance equal to that which is provided all other non-represented employees of Employer. Employee may purchase family coverage at the same rates available to non-represented employees.

SECTION 11 - DEFERRED COMPENSATION

Employer agrees to execute all necessary agreements provided by the International City/County Management Association-Retirement Corporation (ICMA-RC) for Employee's continued participation in said ICMA-RC deferred compensation plan. Employee may participate in a deferred compensation plan pursuant to the same policy and guidelines and non-represented employees.

SECTION 12 - DUES AND SUBSCRIPTIONS

Employer agrees, within budget limitations, to pay for the professional dues and subscriptions of Employee necessary for Employee's continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for Employee's continued professional participation, growth and advancement, and for the good of the Employer. The Employer acknowledges the value of having Employee participate and be directly involved in local civic clubs or organizations. Accordingly, Employer shall pay for the reasonable membership fees and/or dues to enable the Employee to become an active member of a local civic club or organization.

SECTION 13- PROFESSIONAL DEVELOPMENT

- A. Employer agrees, within budget limitations, to pay the travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official and other functions for Employer, including but not limited to the Annual Conference of the International City Management Association, and such other national, regional, state and local governmental groups and committees thereof which Employee serves as a member.
- B. Employer also agrees to budget and to pay for the travel and subsistence expenses of Employee for short courses, institutes and seminars that are necessary for Employee's professional development and for the good of the Employer.

SECTION 14 - OUTSIDE ACTIVITIES

The employment provided by this agreement shall be the Employee's sole employment. However recognizing that certain outside consulting or teaching opportunities may provide indirect benefits to the Employer and community the parties may in advance mutually agree that Employee may accept limited teaching or consulting arrangements that do not provide a conflict of interest or interfere with her responsibilities under this agreement.

SECTION 15 - INDEMNIFICATION

Employer shall defend, hold harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as County Administrator pursuant to state law. Employer will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon unless the act constituted willful or wanton conduct.

SECTION 16 - BONDING

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law.

SECTION 17 - OTHER TERMS AND CONDITIONS OF EMPLOYMENT

- A. The Board, in consultation with the County Administrator, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this agreement or any other law or ordinance.
- B. Employee shall accrue 200 hours of vacation annually. Upon employment Employee shall be credited with 160 hours of vacation. All provisions of the County relating to vacation and sick leave, retirement and pension system contributions, holidays and other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to Employee as they would to other non-represented employees of Employer, in addition to said benefits enumerated specifically for the benefit of Employee except as herein provided.
- C. Employee shall be entitled to receive the same vacation and sick leave benefits as are accorded non-represented employees, including provisions governing accrual and payment therefore on termination of employment.
- D. Employee agrees to maintain residency within Scott County at all time while employed by Employer.
- E. Employer shall provide Employee with a laptop computer, software and cell phone to assist in the performance of her duties and maintain communication; however Employee may opt in lieu of the cell phone to have an allowance of one hundred and fifty dollars (\$150.00).

SECTION 18 - NO REDUCTION OF BENEFITS

Employer shall not at any time during the term of this agreement reduce the salary, compensation or other financial benefits of Employee, except to the degree of such a reduction across-the-board for all non-represented employees of the Employer.

SECTION 19 - GENERAL PROVISIONS

- A. The text herein shall constitute the entire agreement between the parties.
- B. This agreement shall be binding upon and insure to the benefits of the heirs at law and executors of Employee.
- C. This agreement shall become effective commencing the ____ day of August, 2008.

D. If any provision, or any portion thereof, contained in this agreement is held unconstitutional, invalid or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed servable, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the County of Scott has caused this agreement to be signed and executed in its behalf by its Chairman and the Employee has signed and executed this agreement.

James, V. Hancock, Chairman,
Scott County Board of Supervisors

Diana (Dee) F. Bruemmer

Attest: _____
Auditor



COUNTY ADMINISTRATOR EVALUATION

Name: Diana (Dee) F. Bruemmer

Title: Scott County Administrator

Period Covered by Evaluation: _____ to _____

Date of Review: _____

Type of Review: Annual 6 month Other

Authorized Wage Increase ____% approved at _____ Board Meeting

Diana (Dee) F. Bruemmer

Board of Supervisors, Chairman

Date: _____

Date: _____

The purpose of this evaluation is to create an opportunity to provide constructive feedback for the County Administrator so that continuous improvement in service to the citizens of Scott County and its elected officials is achieved through her performance and the performance and teamwork of County staff. The Board of Supervisors intends to use this instrument to determine merit wage increases for the County Administrator.

Rating Values and Definitions:

Excellence means consistently performing in a manner of excellence over an extended period of time in all aspects of the performance component.

Mostly Exceeds means exceeds what is expected in most aspects over an extended period of time.

Consistent performance means performs consistently in a manner which meets the responsibility of the position.

Slight Deficiencies means there are areas in the performance component which require improvement.

Significant Deficiencies means there are performance areas which are seriously impacted.

Scott County
We Serve our Citizens With:

<u>P</u>rofessionalism	Doing it Right
<u>R</u>esponsiveness	Doing it Now
<u>I</u>nvovement	Doing it Together
<u>D</u>edication	Doing it with Commitment
<u>E</u>xcellence	Doing it Well

PLANNING: ability to anticipate and analyze problems; maps effective solutions.

Significant Deficiencies Slight Deficiencies Consistent Performance Mostly Exceeds Excellence

COMMENT: _____

ORGANIZING: ability to arrange work and efficiently apply resources.

Significant Deficiencies Slight Deficiencies Consistent Performance Mostly Exceeds Excellence

COMMENT: _____

SUPERVISION: builds and motivates a team, provides direction, monitors and adjusts performance as necessary.

Significant Deficiencies Slight Deficiencies Consistent Performance Mostly Exceeds Excellence

COMMENT: _____

DELEGATION: effectively assigns work to others and builds their skills.

Significant Deficiencies Slight Deficiencies Consistent Performance Mostly Exceeds Excellence

COMMENT: _____

TIMING, i.e. opportunist: makes decisions when sufficient information is available, implements action when conditions are ripe for success.

Significant Deficiencies Slight Deficiencies Consistent Performance Mostly Exceeds Excellence

COMMENT: _____

FINANCIAL MANAGEMENT: presents realistic, understandable and reasonable budget, accurately and concisely reports (and projects) the financial condition; management practices and policies are designed to maintain (or achieve) a sound long range financial condition.

Significant Deficiencies Slight Deficiencies Consistent Performance Mostly Exceeds Excellence

COMMENT: _____

FORGES COMPROMISES: has the ability to resolve the numerous conflicts inherent in County government - is a good negotiator.

Significant Deficiencies Slight Deficiencies Consistent Performance Mostly Exceeds Excellence

COMMENT: _____

ANALYTICAL: in making decisions considers the best available facts, projections and scientific evidence. To the extent that resources permit, insures that these tools are available.

Significant Deficiencies Slight Deficiencies Consistent Performance Mostly Exceeds Excellence

COMMENT: _____

SENSITIVITY: listens and understands the positions and circumstances of others and communicates that understanding.

Significant Deficiencies Slight Deficiencies Consistent Performance Mostly Exceeds Excellence

COMMENT: _____

COMMUNICATIONS WITH GOVERNING BODY: accurately interprets the direction given by the governing body; keeps you well informed with concise oral and written communication.

Significant Deficiencies Slight Deficiencies Consistent Performance Mostly Exceeds Excellence

COMMENT: _____

RELATIONS WITH ELECTED OFFICE HOLDERS, BOARDS AND AGENCIES: Deals effectively with office holders, boards and agencies; maintains respect and friendly relations.

- Significant Deficiencies Slight Deficiencies Consistent Performance Mostly Exceeds Excellence

COMMENT: _____

COMMUNICATIONS WITH EMPLOYEES: provides sufficient information to keep the employees productive, motivated and part of the team; understands their concerns.

- Significant Deficiencies Slight Deficiencies Consistent Performance Mostly Exceeds Excellence

COMMENT: _____

COMMUNITY REPUTATION AND RELATIONS: regarded as a person of high integrity; handles complaints properly; effectively speaks before community groups; skillfully handles media; defends the County Board and it's reputation.

- Significant Deficiencies Slight Deficiencies Consistent Performance Mostly Exceeds Excellence

COMMENT: _____

INTERGOVERNMENTAL RELATIONS: works closely with other federal, state and local government representatives; maintains friendly relations.

- Significant Deficiencies Slight Deficiencies Consistent Performance Mostly Exceeds Excellence

COMMENT: _____

CREATIVITY: ability to reach for effective, inventive solutions.

- Significant Deficiencies Slight Deficiencies Consistent Performance Mostly Exceeds Excellence

COMMENT: _____

HONEST/FAIR: consistently open and straightforward; impartial.

- Significant Deficiencies Slight Deficiencies Consistent Performance Mostly Exceeds Excellence

COMMENT: _____

ADAPTABLE: responds positively to a changing world and changing local conditions; does not cling to the status quo for its own sake.

- Significant Deficiencies Slight Deficiencies Consistent Performance Mostly Exceeds Excellence

COMMENT: _____

RESILIENT: energy and motivation maintained in spite of constant demands; handles stress well.

- Significant Deficiencies Slight Deficiencies Consistent Performance Mostly Exceeds Excellence

COMMENT: _____

HUMOR: maintains and shares an appropriate sense of humor to lighten the load.

- Significant Deficiencies Slight Deficiencies Consistent Performance Mostly Exceeds Excellence

COMMENT: _____

HIRING: recognizes the value of excellent employees and uses all reasonable efforts to insure that the best available individuals are recruited and hired.

- Significant Deficiencies Slight Deficiencies Consistent Performance Mostly Exceeds Excellence

COMMENT: _____

LEADERSHIP: guides effectively.

Significant Deficiencies Slight Deficiencies Consistent Performance Mostly Exceeds Excellence

COMMENT: _____

ACCEPTS DIRECTION: aggressively responds to the direction of the majority of the governing body - not sidetracked by the minority but recognizes their concerns.

Significant Deficiencies Slight Deficiencies Consistent Performance Mostly Exceeds Excellence

COMMENT: _____

ETHICAL: conforms to the high standards of the profession; if a member of ICMA, knows, follows and promotes the "ICMA Code of Ethics".

Significant Deficiencies Slight Deficiencies Consistent Performance Mostly Exceeds Excellence

COMMENT: _____

PROFESSIONAL DEVELOPMENT: takes action to acquire new knowledge and skills - encourages employees to do the same.

Significant Deficiencies Slight Deficiencies Consistent Performance Mostly Exceeds Excellence

COMMENT: _____

OPERATIONAL EFFICIENCY: obtains the best possible end result for the money spent.

Significant Deficiencies Slight Deficiencies Consistent Performance Mostly Exceeds Excellence

COMMENT: _____

CREDITS GOVERNING BODY: credits county accomplishments to the policy makers; does not feed a personal ego.

- Significant Deficiencies Slight Deficiencies Consistent Performance Mostly Exceeds Excellence

COMMENT: _____

PROGRESS ON TARGET ISSUES: consider how well County Administrator has done in addressing current target issues adopted by the Board. (See attached sheet)

- Significant Deficiencies Slight Deficiencies Consistent Performance Mostly Exceeds Excellence

COMMENT: _____

OTHER WEAKNESSES: List other areas in need of improvement

OTHER STRENGTHS: List other strengths

OTHER COMMENTS:
