

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS

WEDNESDAY, SEPTEMBER 23, 2015

4:00 p.m.

-Proclamation for National 4-H Week (October 4-10, 2015) (Sue Ashcroft)

CONSENT AGENDA

- (1) (a) Consider approval of Commission Orders;
- (b) Consider Cooperation Agreement between Douglas County and the City of Eudora to provide a centralized communication center for the purpose of receiving and transmitting emergency communications. (Craig Weinaug); and
- (c) Consider Extension of our Food Contract (Jackie Waggoner)

REGULAR AGENDA

- (2) Consider a request for funding for equipment, vehicle, fuel/maintenance and insurance for rapid intervention team for the area rural fire departments (Drew Vincent)
- (3) Consider proposed changes to the Douglas County Personnel Policies as tabled from the September 17, 2015 meeting (Sarah Plinsky)
- (4) (a) Consider approval of Accounts Payable (if necessary)
- (b) Appointments
 - Joint Economic Development Council (2) positions – 10/2015
 - Building Code of Appeals Board (1) position
- (c) Public Comment
- (d) Miscellaneous
- (5) Adjourn

WEDNESDAY, SEPTEMBER 30, 2015 -Cancelled

WEDNESDAY, OCTOBER 7, 2015 - Light agenda

4:00 p.m.

SP-15-00415: A site plan for construction of a 24,000 sq ft industrial building and additional parking for expansion of McFarlane Aviation Manufacturing. The property, Lot 1 Block 1 Vinland Airzone 2nd Plat, is unaddressed but is adjacent to and south of 696 E 1700 Road. Submitted by Hernly Associates, Inc for Land and Sky, LC, property owner of record. Mary Miller is the Planner.

FRIDAY, OCTOBER 9, 2015

12:00-1:30 p.m. – Planning Commission Orientation Lunch at City Hall, 6 East 6th Street. Two or more Commissioners may attend.

WEDNESDAY, OCTOBER 14, 2015

REGULAR

CUP-13-00281: Extension request for Conditional Use Permit approval and a revised site plan for Public Wholesale Water Supply District #25 water treatment plant on approximately 28 acres northeast of the intersection of N 1500 and E 1750 Roads. The CUP was approved by the Board of County Commissioners at their September 23, 2013 meeting. Mary Miller is the Planner.

WEDNESDAY, OCTOBER 21, 2015

WEDNESDAY, OCTOBER 28, 2015

WEDNESDAY, NOVEMBER 4, 2015

WEDNESDAY, NOVEMBER 11, 2015

WEDNESDAY, NOVEMBER 18, 2015

WEDNESDAY, NOVEMBER 25, 2015 - Cancelled

Note: *The Douglas County Commission meets regularly on Wednesdays at 4:00 P.M. for administrative items and 6:00 P.M. for public items at the Douglas County Courthouse. Specific regular meeting dates that are not listed above have not been cancelled unless specifically noted on this schedule.*



PROCLAMATION

NATIONAL 4-H WEEK IN DOUGLAS COUNTY OCTOBER 4-10, 2015

WHEREAS, 4-H youth across the nation are keeping it green by leading efforts to solve problems in their communities, raise awareness about environmental issues, and make a difference for their futures; and

WHEREAS, 4-H is one of the largest youth development organizations in Kansas and the largest in the nation with over six million young people; and

WHEREAS, 4-H in Douglas County, Kansas claims more than 400 members and more than 100 volunteers; and

WHEREAS, 4-H, as part of the Kansas State University Research and Extension, is a program where youth learn through opportunities that provide them hands-on experiences in 4-H's mission mandates of science, engineering and technology; healthy living and citizenship; and

WHEREAS, 4-H has connected youth and their communities with the innovative research and resources from our nation's 106 land-grant universities and colleges for more than 100 years.

NOW, THEREFORE, the Board of County Commissioners of Douglas County, Kansas, proclaims the week of October 4-10, 2015, as

National 4-H Week in Douglas County

and urges the people of this community to take advantage of the opportunity to become more aware of this special program that enhances our young people's interests in their futures as part of Douglas County 4-H Youth Development and to join us in recognizing the unique partnership between our county and our state University System.

ADOPTED this 23rd day of September, 2015.

**BOARD OF COUNTY COMMISSIONERS
OF DOUGLAS COUNTY, KANSAS**

Jim Flory, Chairman

Mike Gaughan

Nancy Thellman

COOPERATION AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2015, by and between The Board of County Commissioners of Douglas County, Kansas (hereinafter referred to as COUNTY) and the City of Eudora, Kansas (hereinafter referred to as CITY).

RECITALS

WHEREAS, the County operates the emergency communications center; and

WHEREAS, the County and City wish to enter into an agreement providing services through the emergency communications center; and

WHEREAS, K.S.A. 12-2908 provides that any municipality may contract with any municipality to perform any governmental service, activity or undertaking which each contracting municipality is authorized by law to perform..

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the parties agree as follows:

1. Purposes. The purposes for which the parties have entered into this agreement are to provide a centralized communication center for the purpose of receiving and transmitting emergency and other information by radio, telephone and other means.

2. Operation of the Emergency Communications Center.

- a. All employees of the communications center remain employees of the County personnel system.
- b. The City retains a position on the 911 Advisory Board.

3. Financial participation by the parties. Each year, the County Administrator shall submit to the County a budget for the operation of the communications center. Each year the City portion of the budget will be evaluated to determine if a cost of living increase would be accessed based on the Consumer Price Index for all Urban Consumer (CPI-U) for the Kansas City Metropolitan Area, as reported in the Wall Street Journal as of the first business day of the year or, if not so published, as reported by the Bureau of Labor Statistics. Upon approval the budget shall be adopted and the cost of the operation of the communications center shall be shared according to the following amount:

City \$25,000.00 - Calendar year 2016

The City shall pay to the County its proportionate share of the operating expenses no less than quarterly. County shall pay directly all operating expenses of the center.

4. Liability. The County agrees to hold the City harmless for any and all claims of liability arising from the operation of the emergency communications systems authorized by this agreement.

5. Termination. Either party may terminate this Agreement and prevent it from automatically renewing by giving the other party a minimum of six months advanced written notice. In other words, the written notice shall be provided by June 30th of the year of notification, to allow for budget preparation for the following year. All property acquired pursuant to this agreement shall be held by the County. In the event of termination, all property acquired pursuant to this agreement shall be transferred to the City or the County in proportion to the City and County funds used to purchase property. In the event of termination, all property held by the County or City prior to the date of this agreement shall revert back to the previous entity.

6. Approval and Authorization. Each of the parties warrants and represents by the execution of this Agreement that this Agreement has been approved by its governing body and by its legal counsel, that the execution, delivery and performance of this Agreement by such party has been authorized by resolution or ordinance duly adopted by its governing body, and that this Agreement constitutes a legal, valid and binding obligation of such party enforceable in accordance with its terms.

7. Duration. This Agreement shall continue until December 31, 2016 and, thereafter, shall automatically renew on a year to year basis, and shall thereafter automatically renew for another year on each subsequent December 31, until a terminated as herein provided.

8. Survival of Representations and Warranties. All representations, warranties, covenants, and agreements contained herein shall survive the termination of this agreement.

9. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, representatives, successors and assigns.

10. Applicable Law. This Agreement shall be governed and interpreted in accordance with the laws of the State of Kansas.

11. Venue. It is agreed by and between the parties that, should any dispute arise concerning the validity and effect of this agreement, or of any breach of the agreement herein, venue of an action concerning such dispute shall be in the District Court of Douglas County, Kansas.

12. Severability. If any section , subsection, paragraph, sentence, clause or phrase of this Agreement should be determined by a court of competent jurisdiction to be invalid for any reason whatsoever, such decision shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect; and to this end the provisions of this Agreement are hereby declared to be severable and shall be presumed to have been agreed upon knowing that the various provisions of this Agreement are severable.

13. Prior Agreements. This Agreement constitutes the entire understanding and agreement between the parties hereto with respect to the subject matter contained herein and supersedes all prior agreements, negotiations, and discussions concerning any matter contained herein.

14. Kansas Cash Basis. The parties understand that this Agreement is subject to the Kansas cash basis laws, K.S.A. 10-1101, et seq., Kansas budget laws, K.S.A. 79-1935, and other Kansas laws. The parties represent and warrant to each other that they have or will legally appropriate sufficient funds to satisfy their respective obligations for calendar year 2016. Thereafter, the parties anticipate appropriating sufficient funds for renewal periods. If a party decides not to make such any appropriation in a subsequent renewal year, such party will notify the other party on or before June 30 of the year preceding the year for which it has chosen not to appropriate funds.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed and made effective as of the day and year first set out.

Douglas County, Kansas
By and through the Board of County
Commissioners of Douglas County, Kansas

By _____
Jim Flory
Chair

ATTEST:

Jameson D. Shew, County Clerk

By _____
Kenneth McGovern
Douglas County Sheriff

The City of Eudora, Kansas
By and through the Eudora City Council

By _____
Tim Reazin
City Mayor

ATTEST:

Pamela Schmeck, City Clerk

~~INTERLOCAL~~ COOPERATION AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2015, by and between The Board of County Commissioners of Douglas County, Kansas (hereinafter referred to as COUNTY) and the City of Eudora, Kansas (hereinafter referred to as CITY).

RECITALS

WHEREAS, the County operates the emergency communications center; and

WHEREAS, the County and City wish to enter into an agreement providing services through the emergency communications center; and

WHEREAS, ~~the Kansas Interlocal Cooperation Act, K.S.A. 12-29018 et seq.~~ provides that ~~local governmental units may enter into interlocal agreements with other local governmental units. Any municipality may contract with any municipality to perform any governmental service, activity or undertaking which each contracting municipality is authorized by law to perform..~~

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the parties agree as follows:

1. Purposes. The purposes for which the parties have entered into this agreement are to provide a centralized communication center for the purpose of receiving and transmitting emergency and other information by radio, telephone and other means.

2. Operation of the Emergency Communications Center.

- a. All employees of the communications center remain employees of the County personnel system.
- b. The City retains a position on the 911 Advisory Board.

3. Financial participation by the parties. Each year, the County Administrator shall submit to the County a budget for the operation of the communications center. Each year the City portion of the budget will be evaluated to determine if a cost of living increase would be accessed based on the Consumer Price Index for all Urban Consumer (CPI-U) for the Kansas City Metropolitan Area, as reported in the Wall Street Journal as of the first business day of the year or, if not so published, as reported by the Bureau of Labor Statistics. Upon approval the budget shall be adopted and the cost of the operation of the communications center shall be shared according to the following amount:

City \$25,000.00 - Calendar year 2016

The City shall pay to the County its proportionate share of the operating expenses no less than quarterly. County shall pay directly all operating expenses of the center.

4. Liability. The County agrees to hold the City harmless for any and all claims of liability arising from the operation of the emergency communications systems authorized by this agreement.

5. Termination. ~~This agreement~~ Either party may terminate this Agreement and prevent it from automatically renewing by giving the other party a minimum of six months advanced written notice. M~~ay be terminated by either party upon the giving of one hundred and twenty (120) days written notice to the other party.~~ In other words, the ~~The~~ -written notice will ~~shall~~ be provided by June 30th of the year of notification, to allow for budget preparation for the following year. All property acquired pursuant to this agreement shall be held by the County. In the event of termination, all property acquired pursuant to this agreement shall be transferred to the City or the County in proportion to the City and County funds used to purchase property. In the event of termination, all property held by the County or City prior to the date of this agreement shall revert back to the previous entity.

6. Approval and Authorization. Each of the parties warrants and represents by the execution of this Agreement that this Agreement has been approved by its governing body and by its legal counsel, that the execution, delivery and performance of this Agreement by such party has been authorized by resolution or ordinance duly adopted by its governing body, and that this Agreement constitutes a legal, valid and binding obligation of such party enforceable in accordance with its terms.

7. Duration. This Agreement shall continue until December 31, 2016 and, thereafter, shall automatically renew on a year to year basis, and shall thereafter automatically renew for another year on each subsequent December 31, until a ~~The duration of this Agreement shall be perpetual, unless~~ terminated as herein provided.

8. Survival of Representations and Warranties. All representations, warranties, covenants, and agreements contained herein shall survive the termination of this agreement.

9. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, representatives, successors and assigns.

10. Applicable Law. This Agreement shall be governed and interpreted in accordance with the laws of the State of Kansas.

11. Venue. It is agreed by and between the parties that, should any dispute arise concerning the validity and effect of this agreement, or of any breach of the agreement herein,

venue of an action concerning such dispute shall be in the District Court of Douglas County, Kansas.

12. Severability. If any section , subsection, paragraph, sentence, clause or phrase of this Agreement should be determined by a court of competent jurisdiction to be invalid for any reason whatsoever, such decision shall not ~~aeffect~~ the remaining provisions of this Agreement, which shall remain in full force and effect; and to this end the provisions of this Agreement are hereby declared to be severable and shall be presumed to have been agreed upon knowing that the various provisions of this Agreement are severable.

~~13. Effective Date. This Agreement shall take effect upon approval by the Attorney General of the State of Kansas, upon the filing of the Agreement with the Register of Deeds of each of the Douglas County and with the Kansas Secretary of State.~~

~~14.~~13. Prior Agreements. This Agreement constitutes the entire understanding and agreement between the parties hereto with respect to the subject matter contained herein and supersedes all prior agreements, negotiations, and discussions concerning any matter contained herein.

14. Kansas Cash Basis. The parties understand that this Agreement is subject to the Kansas cash basis laws, K.S.A. 10-1101, et seq. The parties represent and warrant to each other that they have or will legally appropriate sufficient funds to satisfy their respective obligations for calendar year 2016. Thereafter, the parties anticipate appropriating sufficient funds for renewal periods. If a party decides not to make such any appropriation in a subsequent renewal year, such party will notify the other party on or before June 30 of the year preceding the year for which it has chosen not to appropriate funds.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and made effective as of the day and year first set out.

Douglas County, Kansas

By and through the Board of County
Commissioners of Douglas County, Kansas

By

~~Craig Weinaug~~ Jim Flory
~~Chair Douglas County Administrator~~

ATTEST:

Jameson D. Shew, County Clerk

By

Kenneth McGovern
Douglas County Sheriff

The City of Eudora, Kansas

By and through the Eudora City Council

By

~~Gary Ortiz (mayor)~~ Tim Reazin
City ~~Manager~~ Mayor

ATTEST:

Pamela Schmeck, City Clerk



DOUGLAS COUNTY ADMINISTRATIVE SERVICES

Division of Purchasing

1100 Massachusetts Street
Lawrence, KS 66044-3064
(785) 832-5286 Fax (785) 838-2480
www.douglas-county.com

MEMO TO: The Board of County Commissioners
Craig Weinaug, County Administrator

FROM: Jackie Waggoner, Purchasing Director
Division of Purchasing

SUBJECT: Consider Extension of our Food Contract

DATE: September 17, 2015

In September 2010 the Board of County Commissioners approved food contracts (by categories) for the Correctional Facility and Youth Services. US Foods was awarded produce, meats, dry goods, frozen goods, and kosher. M&M Baking Company was awarded bread, and Anderson Erickson Dairy was awarded dairy. These contracts were established through our competitive bidding process for one year with the option to renew for four additional years.

During this contract we became aware of a national contract, Premier, with US Communities that was awarded to our primary contractor, U.S. Foods. This contract was awarded through a competitive bidding process but included national volumes from hospitals, school districts, and governments. In 2012, we asked US Foods to provide a cost comparison of the Premier contract versus our existing contract. The report reflected a quarterly cost savings of \$2,426 (8.85%) on our top fifty items with US Foods, \$605 (16.4%) savings quarterly compared to our dairy contract, and staff preferred to continue purchasing bread through M&M. Baking.

As a result of the savings, staff requested the Board approve participation on the Premier contract for all categories except bread for the remainder of our five years (concluding September 2015). During our evaluation of continuing to participate on the Premier contract we became aware of another national contract, Novation, with NJPA (National Joint Purchasing Alliance) which was also awarded to US Foods.

Staff would like to take time to compare both contracts to determine which would be the best solution for the County. We anticipate this evaluation could be completed by the end of the year. This would require the Board to approve extending our contract on a month-month basis. A recommendation will be brought back to the Board following our evaluation.

SUGGESTED ACTION: The Board of County Commissioners authorizes staff to extend our food contract with US Foods under the Premier contract on a month-month basis.



**Memorandum
Douglas County, Kansas
Administration**

To: Board of County Commissioners
Craig Weinaug, County Administrator
Sarah Plinsky, Asst. County Administrator

From: Drew Vincent, Intern to the County Administrator

Date: September 18, 2015

RE: Rapid Intervention Team (RIT) for Douglas County Volunteer Fire Departments

Background

Douglas County was approached by the chiefs of the volunteer fire departments with a request to create a Rapid Intervention Team that would serve nine departments: Baldwin City, Clinton, Eudora City, Eudora Township, Kanwaka, Palmyra, Wakarusa, Willow Springs, and the Lecompton fire district. A Rapid Intervention Team (RIT) is a specialized fire fighting unit, consisting of at least two firefighters, who serve as a rescue team for trapped or incapacitated firefighters. Whereas normal firefighting assignments focus on the safety of those affected by a fire, the sole responsibility of RIT members is to monitor and react to firefighter safety. While many larger departments are able to internally staff a full time RIT, smaller volunteer departments are limited on available manpower and assigning qualified firefighters to a RIT support role may not be feasible at an incident where all available responders are needed to perform firefighting and rescue operations. This proposal seeks to create a RIT which would be a county-wide resource, available to respond alongside departments whenever they are dispatched to a structure fire. The RIT vehicle would be stationed at Wakarusa Station 1 and staffed by member(s) of the RIT group. The personnel goal for the RIT group would be to have a minimum of 2 members from each of the 9 departments represented. RIT group members would receive specialized training specific to firefighter rescue, which then could be used by those members to train members of their own departments. The ability to raise the skill sets and proficiency of all department firefighters will be an added benefit to the formation and ongoing support of this entity.

Summation of Cost

One Time Costs (includes vehicle, equipment, initial maintenance)	\$36,894 - \$57,894
Recurring Costs (includes insurance, annual maintenance and training)	\$15,659 - \$15,748
Total Estimated Cost	\$52,553 - \$73,642

One Time Cost Analysis

The majority of initial costs include equipment and the base cost of the RIT vehicle. There are two options for the vehicle; both are explained in greater detail in the 2nd and 3rd table.

ITEM	NUMBER	COST	Notes
Response Vehicle*	1	\$15,740 - \$36,740	2 Options Available
Self Contained Breathing Apparatus (SCBA) Packs	8-10	\$0.00	Provided by LDCFM
Air Cylinders	10	\$10,000.00	
RIT Pack	1	\$0.00	Provided by LDCFM
Flathead Axe	2	\$500.00	
Halligan Tool	2	\$510.00	
Carry Strap	2	\$70.00	
Thermal Imaging Camera (TIC)	1	\$6,500.00	
Chainsaw	1	\$500.00	
Tag Line and Bag	1	\$360.00	
Box Lights	2	\$324.00	
Handheld Lights	8	\$1,040.00	
Engine Block Heater	1	\$150.00	
Carport	1	\$1,200.00	
Medical Bag (equipped)	1	\$0 – 1,700	Provided by LDCFM (?). Cost is largely due to AED. Cost <i>excluded</i> below.
TOTAL BASE COST		\$36,894 - \$57,894	

Response Vehicle Options*

Option A – Eudora Township Fire Department		
ITEM	DETAIL	COST
Base Cost	1999, Chevy Suburban	\$2,000.00
Maintenance		\$3,000.00
Necessary Upgrades	Lightbar, Flashers	\$0.00
	Paint	\$6,000.00
	Slide Out Racks	\$4,000.00**
	Radio (cost <i>excluded</i> below)	\$0 - \$3,000
	Onboard apparatus battery charger/maintainer	\$740.00
TOTAL BASE VEHICLE COST		\$15,740.00



Option B – Douglas County Sherriff's Office		
ITEM	DETAIL	COST
Base Cost	2014, Ford Expedition	\$22,000.00
Maintenance		Unknown
Necessary Upgrades	Lightbar, Flashers, Siren	\$4,000.00
	Paint	\$6,000.00**
	Slide Out Racks	\$4,000.00**
	Radio (cost <i>excluded</i> below)	\$0 - \$3,000
	Onboard apparatus battery charger/maintainer	\$740.00
TOTAL BASE VEHICLE COST		\$36,740.00



** Estimated Price. Exact amount will depend on the vehicle model.

Recurring Cost Analysis

ITEM	NUMBER	COST
Insurance	-	\$659 - \$748***
Annual Maintenance Estimate	-	\$5,000.00
Annual Training Support	-	\$10,000.00
TOTAL RECURRING COST		\$15,659 – \$15,748

***Dependant on vehicle; amounts rounded to nearest whole dollar amount.

Considerations

Given the limited manpower of volunteer departments, a county-wide RIT resource provides valuable safety coverage for firefighters.

Staffing the RIT will be the responsibility of Baldwin City, Clinton, Eudora City, Eudora Township, Kanwaka, Palmyra, Wakarusa, Willow Springs, and the Lecompton fire district. The fact these departments are willing to contribute staff to the unit is indicative of the widespread support of the proposal.

The RIT will be deployed for fires throughout the county and this necessitates a dependable vehicle in good working condition. Given the importance of timely response, the desire to ensure a long lifespan for the investment, the age of the 1999 Suburban (Option A) and the installation of the requested equipment rack system, it is recommended to purchase the 2014 Expedition (Option B).

Recommendation

Approve the county-wide Rapid Intervention Team proposal for the funding amount outlined in this memo based on the cost of the 2014 Expedition.

Appendix A

Option A

Vendor: Eudora Township Fire Department

Vehicle: 1999 Chevy Suburban, 2500 Series

Mileage: 51,370

Base Cost: \$2000.00



Required Repairs

Item	Cost Per Unit	Cost
A/C charge		\$ 100.00
Driver's side door handle		\$ 28.64
2 batteries	\$ 84.64 ea	\$ 169.28
Passenger outside mirror		\$ 89.99
Inner tie rod end		\$ 42.28
Outer tie rod ends	\$ 43.32 ea	\$ 86.64
Pitman arm		\$ 48.97
Pitman arm seal		\$ 25.78
Set of 4 shocks	\$ 24.29 ea	\$ 97.16
Set of 4 tires	\$ 168.25 ea	\$ 673.00
Alignment		\$ 79.99
BASE TOTAL REPAIR COST		\$ 1441.73
REVISED TOTAL REPAIR COST*		\$ 3000.00+

*See notes below for added costs.

Additional Notes

- Will also need a general service (Oil change, fuel filter, transmission service)
- Antilock brakes don't work properly. Parts to fix the problem are hard to find and very expensive. Average price range is \$ 600.00 - \$ 1200.00 when you can find the parts.
- Service and maintenance costs could exceed well over \$ 3000.00
- Required Repairs data, as well as information above is provided by the Douglas County Maintenance Department.
- The LED light bar on top will not be going with vehicle.
- Radio unit is not included.
- Offer includes rotary light bar, lights on rear of unit, all lights on both sides, lights on grill, siren and box.

Appendix B

Option B

Vendor: Douglas County Sherriff's Office

Vehicle: 2014 Ford Expedition

Mileage: 34,000-37,000

Base Cost: \$22,000.00



Additional Notes

- The vehicle has had all emergency equipment removed. No lights or siren.
- As it is an inter-departmental acquisition (between the Sheriff's Office and the County Administrator's Office), the transition would include replacement of the tires and brakes.



DOUGLAS COUNTY ADMINISTRATIVE SERVICES

Douglas County Courthouse
1100 Massachusetts Street, Unit 204
Lawrence, KS 66044-3064
(785) 832-5329 Fax (785) 832-5320
www.douglas-county.com

Sarah Plinsky
Assistant County Administrator

MEMO TO: Board of County Commissioners

FROM: Sarah Plinsky, Assistant County Administrator

SUBJECT: Personnel Policies Update – Wellness Leave, Vacation Leave, Excess Vacation Payout

DATE: September 11, 2015 ***Modified: 9/23/15***

As a part of the implementation of the new Financial and Human Resources Information Management System, a few personnel policies and procedures need to be modified to efficiently work with the new system. In addition, it is a good time to review existing practices to make sure they are still consistent with industry best practices for employee benefits.

One of the areas identified by SunGard was the Wellness Leave Policy and Procedure. The current policy is below.

9.4 WELL LEAVE

A. ACCRUAL. Employees who are eligible for sick leave will receive additional hours of pay or vacation leave for every six (6) consecutive pay periods in which no sick leave is used. Full time employees will receive five (5) hours, and part time employees will receive two and one-half (2.5) hours. The Department Head will have the discretion to determine whether well leave hours will be paid in cash or in vacation leave.

B. USE OF SICK LEAVE. Employees may use up to one (1) work week's worth of sick leave in a payroll year (defined as the payrolls falling within the calendar year) without interrupting the well leave accrual process. After the use of one (1) work week's use of sick leave, any further use of sick leave in that payroll year will cause the well leave credit to return to zero (0). For purposes of well leave, the value of a work week is considered to be 42.5 hours for full time employees, and the pro-rated value (based on the position's FTE) for part time employees.

This policy is confusing for employees and has not been effective in reducing chronic sick leave users from using sick leave. It penalizes employees with families. By turning the wellness leave into vacation time, it creates an unbudgeted annual cash liability with the vacation payout program and at separation. It also requires maintaining a separate benefit year which is cumbersome for payroll staff.

Some employees received this benefit as a cash payment and some employees received as time. For calendar year 2014, Douglas County awarded a total of 1168 instances of well leave. An employee is eligible for 4 instances of well leave in a year. Of these 1168, 635 were paid as a cash payment and 533 were awarded as vacation time on file.

In 2015, following a pilot program in the Sheriff's Office, the County began offering Health Risk Appraisals (HRA) and Biometric Assessments. For employees that participated in that program, the County offered eight hours of vacation in 2015. Once the results of that program are reviewed, Administration will consider expanding the leave benefit for that program.

Summary and Proposed Action: Modify the Wellness leave program away from a program that rewards not using sick leave and turn it into a program that supports positive activities and programs, such as participation in the HRA and Biometrics screenings. In 2015, employees were eligible for 8 hours of vacation time for participating in the screening program. The program can be expanded in 2016 once additional results are reviewed.

9.2 VACATION LEAVE, D. ACCRUAL RATES.

Because of the decrease in wellness leave, and a relatively low vacation accrual rate, staff is recommending an increase in vacation leave rates. Information on comparable regional organizations is attached. While accrual rates vary from organization to organization, Douglas County's accrual rates are somewhat low, especially if the well leave program is reduced. Therefore, staff is recommending an increase in vacation as proposed below.

	Current	Proposed	Proposed - Flory
Years of Service	Accrued Hours Per Pay Period		
0-4 years	3.75	4.00	4.5
5-9 years	4.75	5.00	5.0
10-14 years	5.50	5.75	6.0
15 – 20 years	6.50	6.75	7.0
20+ years	6.50	6.75	7.7

This is a net increase in vacation leave of 6.5 hours each year. The increase in vacation leave and the reduction in well leave will impact maximum accumulations and the excess payment of vacation leave. That policy is below.

Proposed Action: Increase vacation accrual rates as outlined in the table above

9.2 VACATION LEAVE

C. MAXIMUM ACCUMULATIONS AND EXCESS PAYMENT. The maximum accumulation of vacation leave is 290 hours for full time employees and 145 hours for part time employees. However, employees are allowed to exceed that limit until the last day of the last full pay period ending in October. If, at that time, a full time employee has utilized at least one hundred twenty (120) hours and a part time employee has utilized at least sixty (60) hours of vacation during the past 26 pay periods, the employee will receive payment at his/her regular rate for all accumulated vacation hours over the maximum. The employee's accumulated vacation leave total will then be dropped to the maximum allowable hours. If an employee has not taken the stipulated number of hours of vacation during the past 26 pay periods, all hours in excess of the maximum will be lost. *Donated hours shall not count toward the 120 hours required for eligibility for excess vacation payment.*

While the leave hours that go towards the program will be modified by the actions above, it should not result in a net increase to the County. However, this policy needs to be modified for the new system as well. The policy states that employees can accrue through October. Staff is recommended that the policy be changed to implement new procedures that the program will need to run on a regular payroll/benefit calendar year.

This program is unique when looking at comparable organizations. The organizations staff reviewed have moved to a policy that any leave is not accrued above the cap. A history of the financial impact of the excess vacation payout program is attached.

Proposed Action: Move the calendar for the Excess Vacation Payment to the regular Payroll/Benefit Calendar year as set by Payroll each year.

9.2 VACATION LEAVE AND 9.3 SICK LEAVE I. VACATION AND SICK LEAVE DONATION. 2.

Calculation. The Assistant County Administrator shall convert the number of vacation and sick hours using the regular rate of pay for each of the employees.

The current policy and practice converts the value of the sick leave donation into the regular rate of pay of each employee. Standard practice for most organizations and SunGard is to transfer donations hour for hour. It is our recommendations to modify the policy to that method.

Proposed Action: Modify the policy and procedure away from using the regular rate of pay for sick leave donations and moving to “hour for hour” donations.

All of the proposed actions would be take effect with the implementation of the new human resources system in 2016. Procedures for each policy will be drafted and distributed closer to implementation. When Administration met with Department Heads and Elected officials and solicited feedback. Some departments are concerned about the reduction in wellness leave and the impact on employees. Some departments are concerned about the impact of the excess vacation payout program on their budgets. Administrative Services recommended changes that were necessary to implement the new human resources system while trying to balance the impact on employees and the financial cost to the organization.

Cost Estimates for a Longevity-based Award Program

	Modification - Similar to City of Lawrence Plan - \$40 per year, after 5 years	Modification - \$75 per year starting year one	Modification - \$75 per year, starting after 5 years
Dept	JJLongafter5YOS	JJ75LongFromHire	JJ75LongFromYr5
Administration			
Total	\$ 880.00	\$ 2,850.00	\$ 1,650.00
Administrative Services			
Total	\$ 3,120.00	\$ 7,725.00	\$ 5,850.00
Appraiser			
Total	\$ 3,200.00	\$ 9,375.00	\$ 6,000.00
County Clerk			
Total	\$ 880.00	\$ 4,275.00	\$ 1,650.00
District Attorney			
Total	\$ 3,760.00	\$ 15,450.00	\$ 7,050.00
Emergency Comm Center			
Total	\$ 4,840.00	\$ 16,050.00	\$ 9,075.00
Emergency Management			
Total	\$ 720.00	\$ 2,250.00	\$ 1,350.00
Geographical Info Systems			
Total	\$ -	\$ 450.00	\$ -
Information Technology			
Total	\$ 4,760.00	\$ 13,050.00	\$ 8,925.00
Maintenance			
Total	\$ 3,000.00	\$ 9,225.00	\$ 5,625.00
Public Works			
Total	\$ 16,640.00	\$ 48,075.00	\$ 31,200.00
Register Of Deeds			
Total	\$ 1,680.00	\$ 4,650.00	\$ 3,150.00
Sheriff			
Total	\$ 36,560.00	\$ 109,725.00	\$ 68,550.00
Treasurer			
Total	\$ 5,240.00	\$ 15,600.00	\$ 9,825.00
Youth Services			
Total	\$ 6,680.00	\$ 21,900.00	\$ 12,525.00
Zoning & Building Codes			
Total	\$ 2,560.00	\$ 6,300.00	\$ 4,800.00
Grand Total	\$ 94,520.00	\$ 286,950.00	\$ 177,225.00

Excess Vacation Payout Three Year Analysis of Employee Counts and Departments

Year	Hours Paid	Dollars Paid	# of Employees Pd	# of Employees in Dept	% of Employees Rec Pymt	% Usage vs All County	% Total Employees	Department
2014	3.94	\$ 88.26	1	15	6.67%	1.54%	3.31%	Co Clerk
2014	1305.48	\$ 43,233.01	23	157	14.65%	35.38%	34.66%	Sheriff
2014	5.13	\$ 143.23	1	21	4.76%	1.54%	4.64%	Treas
2014	41	\$ 1,604.69	2	33	6.06%	3.08%	7.28%	Dist Atty
2014	144.63	\$ 2,703.50	3	26	11.54%	4.62%	5.74%	ECC
2014	88.66	\$ 5,696.48	2	7	28.57%	3.08%	1.55%	Admin
2014	219.38	\$ 7,910.14	4	11	36.36%	6.15%	2.43%	Info Tech
2014	40.28	\$ 1,202.76	1	6	16.67%	1.54%	1.32%	Admin Svcs
2014	191.5	\$ 6,629.04	3	15	20.00%	4.62%	3.31%	Appraiser
2014	886.63	\$ 24,986.37	18	55	32.73%	27.69%	12.14%	Public Works
2014	89	\$ 2,474.17	2	5	40.00%	3.08%	1.10%	Zoning
2014	102	\$ 2,116.56	2	13	15.38%	3.08%	2.87%	Maintenance
2014	141.3	\$ 3,812.66	3	34	8.82%	4.62%	7.51%	Youth Svcs
2014	3258.93	\$ 102,600.87	65	453	14.35%	100.00%	100.00%	Grand Total

2013	1010.59	\$ 31,769.38	19	145	13.10%	30.16%	33.41%	Sheriff
2013	72.5	\$ 1,719.31	2	34	5.88%	3.17%	7.83%	Dist Atty
2013	127	\$ 3,176.44	4	26	15.38%	6.35%	5.99%	ECC
2013	112.41	\$ 5,781.19	2	5	40.00%	3.17%	1.15%	Admin
2013	196.88	\$ 6,858.91	4	11	36.36%	6.35%	2.53%	Info Tech
2013	85	\$ 2,572.95	1	6	16.67%	1.59%	1.38%	Emerg Mgmt
2013	1059	\$ 26,970.66	20	54	37.04%	31.75%	12.44%	Public Works
2013	142.75	\$ 3,717.98	3	4	75.00%	4.76%	0.92%	Zoning
2013	145	\$ 4,429.18	3	12	25.00%	4.76%	2.76%	Maintenance
2013	191.65	\$ 6,710.31	5	33	15.15%	7.94%	7.60%	Youth Services
2013	3142.78	\$ 93,706.31	63	434	14.52%	100.00%	100.00%	Grand Total

2012	555.75	\$ 18,255.71	13	149	8.72%	22.41%	33.04%	Sheriff
2012	96	\$ 2,246.01	2	32	6.25%	3.45%	7.10%	Dist Atty
2012	135.75	\$ 3,315.78	4	27	14.81%	6.90%	5.99%	ECC
2012	79.3	\$ 4,862.16	2	5	40.00%	3.45%	1.11%	Admin
2012	184.64	\$ 6,399.01	4	11	36.36%	6.90%	2.44%	Info Tech
2012	24.44	\$ 766.93	2	6	33.33%	3.45%	1.33%	Admin Svcs
2012	175.5	\$ 5,176.76	4	14	28.57%	6.90%	3.10%	Appraiser
2012	1111.75	\$ 27,309.30	19	53	35.85%	32.76%	11.75%	Public Works
2012	139	\$ 3,551.14	2	4	50.00%	3.45%	0.89%	Zoning
2012	184.5	\$ 5,093.42	3	12	25.00%	5.17%	2.66%	Maintenance
2012	117.1	\$ 2,852.30	3	37	8.11%	5.17%	8.20%	Youth Services
2012	2803.73	\$ 79,828.52	58	451	12.86%	100.00%	100.00%	Grand Total