



ALPENA COUNTY PARKS & RECREATION COMMISSION

PARK MANAGEMENT EMPLOYMENT AGREEMENT

This agreement made this ___ day of _____, 2024, between Alpena County Parks and Recreation Commission, a duly authorized body of the Alpena County Board of Commissioners, (hereinafter referred to as the “Commission”) and the undersigned person(s) Sara Jore, as Managers, herein jointly referred to as Manager. All references to Manager, Managers or Co-Managers are to both employees jointly, unless specifically noted.

1. **Term of Agreement.** The Commission agrees to employ the Managers to supervise and conduct the management of the **Long Lake Park** campground in the County of Alpena for the period of **05-01-2024 through 12-30-2024**. This agreement will renew annually for a period of twelve (12) months unless notice is given by either party within thirty (30) days of renewal.
2. **Personal Performance of Duties.** The performance of the duties required under this agreement may be divided between the co-managers [if existing], as they shall determine. The Managers may not utilize the services or hire employees, sub-agents, or members of the Managers immediate family to assist in performing duties without the prior written consent of the Commission. **Breaking this rule will result in disciplinary action up to termination decided by the Parks and Recreation Commission.**
3. **Management Duties.** The Campground is a seasonal, recreational establishment open to the public for camping during the period from **May 15 through October 15th**. During the winter closure period from **Oct 16th through May 14th** the Campground is not open for camping or facilities rentals unless it is approved by the Commission. The Managers will perform all duties as outlined by Commission in the “Park Managers Job Description/Duties” document, attached and incorporated by reference. The Chair of the Parks and Recreation Commission serves as the Department Head for Parks & Recreation and is the direct supervisor for Park Managers.
4. **Campground Residence.** The Commission provides and maintains a residence at each campground. As a condition of employment, the Manager(s) are required to live in the residence during the Summer Operational Period **and may live in the residence during the winter closure period. Immediate family may reside in the residence with the Park Manager(s). Immediate family is defined as Park Managers spouse (does not include**

significant others), son, or daughter. Park Manager(s) will need to submit a written request and present to the Parks and Recreation Commission for any additional person(s) to reside in the Park residence. If approved by the Parks and Recreation Commission, all persons residing in the residence must be kept on file with the County's Human Resource Department. Failure to obtain permission from the Parks and Recreation Commission will result in disciplinary action up to termination decided by the Parks and Recreation Commission. Trailers/campers etc. are not permitted on the residence property unless the manager has written permission from the Parks and Recreation Commission. Manager(s) shall not allow anyone to camp or live on the residence property. The Commission shall be responsible for maintaining and repairing any damages to the structure, heating, plumbing and electrical systems. The Commission shall assume the liability for the power, heat, water, local telephone service and internet at the residence. The Manager(s) shall be responsible for personal long-distance telephone charges and all other amenities as they desire (cable/satellite television, cell phone, etc.). All personal long-distance telephone charges must be paid to the Treasurer's Office monthly. Upon termination of this Agreement, the Manager(s) shall immediately surrender possession of the residence in the same condition as received. The Parties agree the benefit of living in the residence shall not be considered compensation to the Manager(s). The Manager(s) agrees to allow any member of the Alpena County Parks and Recreation Commission, the Alpena County Administrator and/or the Maintenance Supervisor of Alpena County to inspect the residence with a twenty-four (24) hour notice to the Manager(s). The Manager(s) agrees to obtain and maintain personal property and liability renter's insurance and provide annual documentation of such to the Commission.

5. **Compensation.** The Commission shall compensate the Manager(s) as follows:

During the Summer Operational Period, it is expected that the Manager(s) will work the hours necessary for the successful operation of the park.

During the Winter Closure Period, it is expected that the Manager(s) will work the hours necessary to complete the Winter Closure Period tasks (see attachment).

The Commission shall pay Manager(s) a salary per Table A Wage Scale for services rendered the term of the agreement), equally divided if Co-Managers. The compensation will be paid in bi-weekly installments during the term of the contract.

The Manager(s) are eligible for performance based bonuses based on a rubric to be established by the Parks & Recreation Commission and approved annually on the recommendation of the Department Head and/or the Committee responsible for the oversight of the campground. The Commission may amend the compensation under this agreement at the time of renewal. **If at any time during the term of this contract the Manager(s) are unable to perform the duties listed on the Park Manager(s) job**

description, the Park Manager(s) must inform the Chair of the Park's and Recreation Commission immediately and the Park's and Recreation may terminate this contract without pay effective immediately.

With regard to the Affordable Care Act, Public Law 111-148, paragraph 4980H, the co-managers are irregular employees and are not eligible for any health care payment. PHS Act paragraph 2708 also does not apply to the co-managers, due to them not becoming eligible during the period for coverage under the plan.

6. **Other Benefits.** The Managers, as employees of the County of Alpena, are eligible to participate in the health incentive programs, e.g. memberships at Plaza Pool, APlex and reduced membership cost at Bay Health Club.
7. **Compliance with County of Alpena Policies & Procedures.** Unless specifically directed otherwise by an action by the Parks & Recreation Commission, the Managers are required to comply with the Alpena County Employee Handbook and all other Policies, Procedures and Rules of the County of Alpena, as well as the Parks & Recreation Commission.
8. **Camp Store.** The Commission shall grant the Manager(s) a concession to operate a store on the Campground. The Manager(s) shall operate said concession as their own business, entirely separate from their employment and duties as required by the Commission. The Manager(s) agree to obtain and maintain liability insurance and provide documentation of such to the Commission in connection with the operation of the store with policy limits in amounts as deemed appropriate by the Commission. The Manager(s) shall indemnify and shall hold harmless the Commission and the County of Alpena of any and all liability arising in any way from the operation of the store. All inventory of the store shall be the property of the Manager(s). All Parties agree that the store shall cease operation immediately upon termination of this Agreement. Manager(s) agree to abide by all state and federal laws. Manager(s) shall not co-mingle funds of the Campground with funds from the store. The granting of a concession for a Camp Store does not authorize the Manager(s) to monetize any real or personal property owned by the Commission/County or derived from Commission/County owned property (e.g. lumber, firewood, minerals, etc.).
9. **Firewood Sales.** The Park Managers are allowed to gather, cut, and split all deadfall trees that are on the park property for firewood purposes. If there are live trees that are cut down as part of a forest/park management program, any wood left on Park property may similarly be gathered, cut, split, etc., for firewood.
 - a. Any wood so gathered by Park Managers may be used by the Park Managers and/or sold to patrons of the Park in the best judgment of the Park Managers.
 - b. Any revenue/proceeds from the sale of wood by the Park Managers gathered on Park property goes directly to the Park Managers.
 - c. The Parks and Recreation Commission fully understands that the Park Managers may work with Camp Hosts or other volunteers in the gathering, cutting, splitting, and transporting of the wood and may choose to compensate them accordingly.

10. **Camp Hosts, Volunteers & Fundraisers.** Camp Manager(s) are responsible for overseeing and coordinating Camp Hosts and Volunteers. **The Parks and Recreation Commission must approve all Camp Hosts and Volunteers and a full list of Camp Hosts and Volunteers must be kept on file in the Human Resource Department.** Major fundraisers must be approved by the Parks & Recreation Commission. Money from major fundraisers or donations must be deposited with the County Treasurer. Any large donations from community must be approved for acceptance by the Commission.
11. **Working time.** The Commission expects the Manager(s) to be available for work whenever necessary and they will be compensated as outlined in Paragraph 5. The Manager(s) agree that time spent within the residence, sleeping, eating, relaxing at the residence is not considered working time for the Commission. The Manager(s) are required to be available to work and serve the campground customers as needed.
12. **Termination of the Agreement.** The Manager(s) are employed on an at-will basis and at the sole discretion of the Commission. The Commission may terminate the employment and this Agreement for any reason or no reason at all. The Manager(s) may also terminate their employment and this Agreement at their discretion and upon proper notice to the Commission.
13. **Budgetary Restrictions.** The Manager(s) shall have no authority to commit the Commission or the County of Alpena to any indebtedness that exceeds their annual budget line item without the consent or permission of the Parks Commission.
14. **Amendment.** This Agreement constitutes the terms and conditions of the employment agreement between the Commission and the Manager(s). This Agreement shall only be modified or amended by subsequent written agreement and signed by the Commission and the Manager(s).
15. **Renewal of Agreement.** The Manager(s) shall advise the Commission, in writing, 30 days prior to the end of the Agreement term of their intention to not seek renewal of the Agreement. The Commission will advise the Manager(s) not less than 30 days prior to the end of the Agreement of the intention to not offer the Manager(s) a renewal of the Agreement. This agreement will renew automatically in one-year increments if no notice of non-renewal is given.

Date: _____

Managers:

Alpena County Parks and Recreation Commission

By: _____
Kevin Osbourne, Chair
Parks & Recreation Commission

By: _____
Jesse Osmer, Secretary
Parks & Recreation Commission

Table A

Parks Managers Wage Scale

Base	Step 1	Step 2	Step 3	Step 4	Step 5
\$22,520.00	\$23,020.00	\$23,520.00	\$24,020.00	\$24,520.00	\$25,020.00