

Friday, May 21, 2021 at 8:00 a.m.

County Board Room, Upper Level of the Historic Courthouse

8:00 AM

1. CALL MEETING TO ORDER
2. PLEDGE OF ALLEGIANCE

8:01 AM

3. REGULAR AGENDA
 - 3.1 Approve Lisa Herges as Interim County Coordinator

4. **8:15 AM**
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ORIGINAL

Board Agenda Request Form
Board of County Commissioners

Requested Meeting Date: 05/21/21

(Board meets the 1st and 3rd Tuesday of each month)

Title of Item for Consideration: Approve Lisa Herges as Interim County Coordinator	
Consent Agenda ☐ Approve/Deny Motion ☐ Information Only ☐ Schedule Public Hearing* <i>*provide sample notice that will run in paper</i>	Regular Agenda – Estimate Time Needed: <u>10-30</u> minutes ☒ Approve/Deny Motion ☐ Discussion Item ☐ Direction Requested ☐ Hold Public Hearing* ☐ Presentation of Information <i>*provide copy of hearing notice that was published</i>
Submitted by: Joe Walsh, County Attorney	Department: Administrative Services Office
Who will attend the meeting and be able to respond to questions? Give name and title: Joe Walsh, County Attorney & Lisa Herges, Renville County Administrator	
Summary of Issue <i>(include previous Board or Committee actions and/or minutes, as well as applicable dates):</i> On May 18, 2021, the Board formally abandoned the County Administrator Plan of Government and passed a resolution appointing Holly Wilson as Temporary County Coordinator pursuant to Minn. Stat. sec. 375.48. Holly Wilson declined that appointment. The Board gave direction to hold an Emergency Meeting on Friday, May 21, 2021 at 8:00 a.m. to consider the appointment of an Interim County Coordinator, with direction that former employee Lisa Herges, the current Renville County Administrator, was an acceptable choice for the Board. Lisa Herges provided the attached contract, which has been reviewed and approved by the County Attorney's Office if acceptable to the Board.	
Alternatives/Options/Comments: Appoint someone else as Interim County Coordinator.	
Recommended Action/Motion: Appoint Lisa Herges as Interim County Coordinator. Ms. Herges has agreed to do the position on an interim basis. Execute the agreement with Lisa Herges and pass Resolution 05-21-2021-01.	
Financial Impact: Is there a cost associated with this request? ☒ Yes ☐ No What is the total cost, including tax and shipping? <u>\$60/hour + expense</u> Are funds available in the budget? ☒ Yes ☐ No <i>If no, please explain:</i> Salary of County Administrator	
Additional Information Attached: ☒ Contract/Agreement Approved by County Attorney's Office: ☒ Yes ☐ No <i>If no, please explain:</i> _____ ☐ Minutes of Relevant Meeting(s) ☐ Background Information (such as price quotes, etc.)	
Board action: (for use by Recording Secretary) ☐ Approved ☐ Denied ☐ Tabled: _____	

MILLE LACS COUNTY RESOLUTION

No. 05-21-2021-01

APPOINTING INTERIM COUNTY COORDINATOR

WHEREAS, the Mille Lacs County Board of Commissioners passed Resolution No. 05-18-2021-02 appointing Holly Wilson as Interim County Coordinator pursuant to Minnesota Statutes, Section 375.48, effective on May 18, 2021.

WHEREAS, Holly Wilson declined to accept the position of Interim County Coordinator.

WHEREAS, as of May 18, 2021, Mille Lacs County has abandoned the County Administrator Plan of Government.

WHEREAS, in the absence of either a County Administrator or a County Coordinator, Mille Lacs County Auditor Eric Bartusch is the Clerk of the Mille Lacs County Board of Commissioners pursuant to Minn. Stat. § 384.09.

BE IT RESOLVED:

1. Renville County Administrator Lisa Herges is appointed as Interim Mille Lacs County Coordinator pursuant to Minnesota Statutes, Section 375.48, effective immediately, with the duties described in paragraph 2 below.
2. The County Coordinator Job Description is attached hereto as **Exhibit A**, with duties prescribed pursuant to Minnesota Statutes, Section 375.49, subd. 1.



By David Oslin

Chairperson

Mille Lacs County Board of Commissioners



By Eric Bartusch, Its Clerk

This resolution was adopted on May 21, 2021.

EMPLOYMENT AGREEMENT

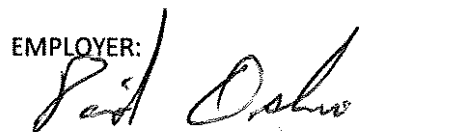
AGREEMENT made this 21st day of May, 2021 by and between Mille Lacs County, a political subdivision of the State of Minnesota and its Board of Commissioners ("Employed"), and Lisa Herges ("Employee"). The Parties agree as follows:

1. **POSITION.** Employer agrees to employ Employee temporarily as its part-time, interim County Coordinator. Employee's first day of part-time employment is anticipated to be May 21, 2021, with a schedule of part-time dates to be determined in consultation with the Board Chair or Vice Chair averaging 16 hours per week. Employee agrees to serve as County Coordinator in accordance with state statutes and county ordinances, and to perform such other legally permissible and proper duties and functions as the County Board shall from time to time assign.
2. **TERM.** The term of the Agreement shall begin on May 21, 2021, and will continue on an at-will basis as long as necessary and mutually agreeable to Employer and Employee, to be completed prior to the end of the calendar year.
3. **SALARY.** Employer shall pay Employee the rate of \$60 per hour for all hours worked, whether on-site or remotely, as reviewed and approved by the Board Chair or Vice-Chair and payable in regular installments according to Employer's normal payroll practices and subject to appropriate withholdings.
4. **PENSION PLAN.** Employer shall contribute to a PERA account, as required by State law for the Employee.
5. **BENEFITS.** Employee shall not accrue vacation, holiday or sick time, nor be entitled to any insurance benefits.
6. **GENERAL EXPENSES.** Employer shall reimburse Employee for reasonable and necessary miscellaneous job-related expenses, which it is anticipated Employee will incur from time to time, when appropriate documentation is submitted and in accordance with the County's policies.
7. **HOURS OF WORK.** The Employee shall be required to follow all County policies with respect to reporting and documenting hours worked.
8. **INDEMNIFICATION.** Employer shall defend and indemnify Employee in accordance with Minnesota Statute, Chapter 466.07. Employer may, but shall not be required to, reimburse Employee, in accordance with Minnesota Statute, Chapter 465.76, for costs and reasonable attorney's fees incurred by Employee to defend charges of a criminal nature that arose out of the reasonable and lawful performance of duties for the Employer.
9. **GENERAL CONDITIONS OF EMPLOYMENT.** Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Employer to terminate the services of Employee at any time, for any reason, subject only to the provisions of this Agreement and statutory requirements. Furthermore, 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 of this Agreement.
10. **AMENDMENTS.** Any material change, alteration, or other modification on this Agreement shall not take effect until after said modification is reduced to a written addendum to or modification of this Agreement and signed by all parties, unless otherwise provided herein.

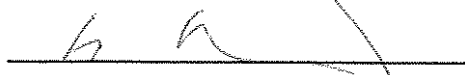
11. **CHOICE OF LAW AND VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state or federal courts of Minnesota, and all parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.
12. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties with respect to the employment relationship between the Employer and the Employee, and replaces all prior agreements or understandings. The parties agree that there were no inducements or representations leading to the execution of this Agreement except as herein contained.
13. **SEVERABILITY.** In case any one or more of the provisions of this Agreement shall be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained in this Agreement will not in any way be affected or impaired thereby.
14. **INTERPRETATION.** Employer and Employee acknowledge and assert that they each had the opportunity to seek the advice of counsel and legal advice regarding the terms of this agreement. Employer and Employee acknowledge and assert that they both have had input in the drafting of this Agreement. As such, this Agreement and the provisions contained herein shall be construed according to the plain terms stated herein. This Agreement shall not be construed or interpreted for or against any party to this Agreement because such party drafted or caused such party's legal representative to draft any of its provisions.
15. **DATA PRACTICES.** All data collected, received, maintained created or disseminated, or used for any purpose in the course of Employee's performance of this Agreement shall be governed by the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, hereafter referred to as "the Act," and any other Minnesota Statute and Minnesota Rules implementing the Act now in force or hereafter adopted, and any other applicable federal laws and regulations on data practices. Employee agrees to strictly abide by the Act, other applicable Statutes, Rules, regulations and policies governing data practices as they are now and as they may be amended.
16. **SURVIVAL CLAUSE.** Any section of this agreement that by its terms contemplates or requires continuing effect following termination, expiration, cancellation of this Agreement shall survive such termination, expiration or cancellation regardless of the cause of such termination, expiration. Specifically, and without limitation, any section describing Employees obligations with respect to the handling of government data shall expressly survive the termination, expiration or cancellation of this Agreement.

IN WITNESS WHEREOF, Employer has caused this Agreement to be signed and executed on its behalf by its Board Chair, and Employee has signed this Agreement the day and year first written above.

EMPLOYER:



Dave Oslin, Board Chair



Eric Bartusch, County Auditor/Board Clerk

EMPLOYEE:



Lisa Herges

**Position Description**

COUNTY COORDINATOR

Department:	Administrative Services Office
Grade:	V
Reports to:	County Board of Commissioners
FLSA Overtime Status:	Exempt (EA)
Revision Date:	May 18, 2021

OBJECTIVE

The County Coordinator carries out complex executive and administrative work in planning, directing and coordinating the policies and /or directives of the County Board to ensure uniform administration within and among the various departments and related work as apparent or assigned. Work is performed under the general direction of the County Board of Commissioners. Departmental supervision is exercised over all personnel within the Administration department. Provides guidance to appointed and elected department heads within the authority vested in the position by the County Board. All non-elected Department Heads report to the County Board. If required by the County Board, in absence of a Department Head, the Coordinator may act as the head of any department, the appointment of which is made by the County Board, provided the Coordinator has the qualifications required by law. The County Coordinator is responsible for preparing and managing the County budget. The County Coordinator serves as Chief Human Resources Director. This position is appointed pursuant to Minnesota Statute 375.48.

SCOPE

Works under administrative direction of the County Board of Commissioners.

ESSENTIAL FUNCTIONS

This job description indicates the normal type and level of work expected of the incumbent. Incumbent may be asked to perform other duties as apparent or assigned.

1. Carries out the orders and policies of the Board of County Commissioners in the operation of County Government in accordance with federal, state and local laws and the accepted standards and practices of public administration.
2. Provides assistance and management direction to County departments and programs through program review, fiscal control, and administrative overview.
3. Prepares the annual budget. Analyzes data and makes recommendations. Reviews and revises department budget proposals, consolidates department budgets, reviews and/or alters any budget County-wide; prepares the budget message, presents the preliminary and final budget proposals, and administers the approved budget. Prepares reports, analysis, and recommendations regarding the County's current and future financial position. Monitors each department's financial performance against budget and takes appropriate actions to ensure overall budget compliance. Recommends amendments of the budget to the County Board.
4. Provides for overall planning and coordination of county departments. Evaluates, on a continuing basis, the level of service provided by County Departments and recommends changes in policy and



Position Description

procedure. Follows through with Department Heads using own initiative to ensure that Board directives and policies are carried out.

5. Responsible for capital building planning and preparing the capital improvement plan as well as project development and implementation.
6. Prepares and recommends policy to the County Board regarding County government operations. Conducts necessary research and analysis regarding issues before the Board, present and future; advises the Board of various options available; makes recommendations to the Board.
7. Responsible for directly overseeing the work of the functions of Emergency Management, Economic Development, Extension, Information Systems, Building Maintenance, Administration and others as assigned.
8. Responsible for communications that maintain relationships key to the function of the County; plans and carries out communications at a level that can impact the morale and performance of staff, and the overall perception by the general public. Directs and manages public relations and acts as liaison between the County Board, County employees, and the public. Fields and responds to complaints, suggestions, and comments from the public on County services.
9. Communicates resolutions, ordinances, policies and regulations of the County Board by maintaining open channels of communications with civic organizations, state and local officials and citizens.
10. Provides leadership and is responsible for effective risk management programs and practices (safety, liability, property, etc.) exist to preserve and protect County assets.
11. Assists the County Board of Commissioners in establishing short and long-range objectives, to include appropriate action plans and programs to achieve them.
12. Coordinates the preparation of the agenda for Board meetings and organizes background information, correspondence and documents to accompany the agendas. Coordinates the recording of official minutes of every meeting of the County Board.
13. Monitors legislative changes and provides information on potential impact; communicates with legislators and county associations regarding implication of all related legislative changes.
14. Develops, implements, and administers the County purchasing policy and procedures.
15. Responsible for the direction and management of public relations; provides public and news media with information regarding county business and acts as liaison between County Board, county employees, and public.
16. Coordinates personnel administration that includes the development of county-wide personnel policies, the development of a County compensation and classification plan, consistent with state and federal laws, contractual agreements with bargaining units, EEO and Affirmative Action requirements.



Position Description

17. Oversees compliance with the County's personnel policies through advice and communication with Department Heads and employees.
18. Ensures the advertising of vacant positions; assists Department Heads in determining a field of qualified applicants for position vacancies; interviewing and hiring as directed; arranges for the completion of pre-employment testing and background checks; participates in termination or resignation processes, including exit interviews. Assists the County Board in screening, evaluation, interviewing and selection replacement for any Department Head positions.
19. Conducts orientation on insurance benefits and Personnel Policy with new County employees. Serves as a resource to all County employees on personnel, payroll and insurance matters.
20. Supervises the County's compliance with the state's comparable worth legislation.
21. Develops interdepartmental relationships to allow the Coordinator to assist in the representation of departmental interest.
22. Maintains a complete set of job descriptions for all County positions. Assists Department Heads as needed in preparing upgraded position descriptions. Annually, directs the process of job evaluation, reclassification requests and implementation of any changes.
23. Oversees the employee performance evaluation process to include Department Heads and employees and prepares proper documentation of all personnel and payroll actions.
24. Assists Department Heads, Managers, and the County Board in carrying out their respective human resources responsibilities to include: use of progressive discipline and procedures for documentation of misconduct, disciplinary action, suspension or termination consistent with the County's personnel policies.
25. Maintains individual employee service records on all County employees including employee data bases and individual employee human resource record systems. Supervises maintenance of personnel records by Department Heads.
26. Serves as Chief Labor Relations Director. Responsible for overseeing all aspects of contract administration, implementation, interpretation, modification, grievance and appeals processing and negotiations.
27. Reviews, researches and recommends changes in county personnel policies to the County Board. Communicates clarification or changes in the County's personnel policies to all County employees.
28. Administers the County's Compensation and Classification Plan. Under direction of the County Board, creates salary schedules annually for all employee groups.
29. Coordinates compliance with the Family Medical Leave Act (FMLA) and Worker's Compensation claims; maintains records and communicates with employees, Department Heads, payroll and others.
30. Coordinates and completes benefit and open enrollment for all employees.



Position Description

31. Processes MCIT claims.
32. Certifies all salary changes to the Auditor-Treasurer's Office.
33. Reports on the overall well-being of the County.
34. Performs other duties and exercises other responsibilities as may be necessary and appropriate, or as directed by the County Board.

MINIMUM QUALIFICATIONS

The job requires a Bachelor's Degree in public administration or a related field; and five years of progressively responsible experience in related administrative leadership position;; OR an equivalent combination of education and experience. Past experience in County government preferred. An MBA or MPA, with six or more years of related experience is preferred. A valid driver's license is required. Must successfully complete a criminal history background check.

KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of department and County organization and administrative policies, procedures, and practices; laws and regulations relating to county budgeting, fiscal management, purchasing, human resources, and labor management practices.

Skill in reading, writing, and speaking English proficiently; organizing, prioritizing, directing, and coordinating activities of subordinates; dealing with the public, and utilizing public relations skills to communicate, process, and disseminate information, and to explain laws and/or departmental operations and rules; operation of computers and all other job-related equipment; interpreting statutes; and developing and implementing effective County procedures.

Ability to develop and maintain effective working relationships with the County Board, peers, subordinates, other County staff, citizens, community officials, and other members of the public; operate computers and all other job-related equipment; demonstrate effective oral and written English communication skills; understand and carry out oral and written instructions; work independently with little direction, exercise good judgment, make sound decisions, and meet deadlines; coordinate multiple simultaneous activities of subordinates, and supervise in a manner that will stimulate growth and development; develop and implement effective County policies and procedures; train, motivate, evaluate, and discipline staff; calculate short-term and long-term financial projections; plan, organize, and coordinate the many functions and activities of the County government; make sound, independent decisions from broad, comprehensive data.

EQUIPMENT USED

Standard office equipment including computer, calculator, copier, telephone, and other job-related equipment.

WORKING CONDITIONS

Work is performed primarily in an office setting; occasional travel is required. Subject to frequent interruptions; required to sit for long periods of time during meetings; required to work under pressure



Position Description

and meet continual deadlines. May involve dealing with and calming individuals who are emotionally charged over an issue. Intermittently drives to off-site meeting locations.

PHYSICAL REQUIREMENTS

Climbing, balancing, stooping, kneeling, crouching, reaching, standing, walking, pushing, pulling, lifting, fingering, grasping, talking, hearing, seeing, repetitive motions.

Light Work: Exerting up to 20 pounds of force occasionally, and/or up to 10 pounds of force frequently, and/or a negligible amount of force constantly to move objects. If the use of arm and/or leg controls requires exertion of forces greater than that for Sedentary Work, and the worker sits most of the time, the job is rated for Light Work.

ADA CONSIDERATIONS

The County is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the County will provide reasonable accommodations to qualified individuals with disabilities, and encourages both prospective and current employees to discuss potential accommodations with the employer.

Board approved: 5/18/2021