

Aitkin County Board of Commissioners
Request for County Board Action/Agenda Item Cover Sheet



To: Chairperson, Aitkin County Board of Commissioners Date: 2-12-14

Via: Roxy Traxler, Interim County Administrator

From: Roxy Traxler, Interim County Administrator

Title of Item:

Cooperative Service Agreement between County of Aitkin and County of Mille Lacs for County Administrator Services

Requested Meeting Date: 2-25-14 Estimated Presentation Time: n/a

Presenter: _____

Type of Action Requested (check all that apply)

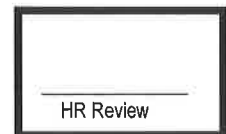
- For info only, no action requested
- Approve under Consent Agenda
- For discussion with possible action
- Adopt Ordinance Revision
- Let/Award Bid or Quote (attach copy of basic bid/quote specs or summary of complex specs, each bid/quote received & bid/quote comparison)
- Approve/adopt proposal by motion
- Approve/adopt proposal by resolution (attach draft resolution)
- Authorize filling vacant staff position
- Request to schedule public hearing or sale
- Other (please list) _____
- Request by member of the public to be heard
- Item should be addressed in closed session under MN Statute _____

Fiscal Impact (check all that apply)

- Is this item in the current approved budget? Yes _____ No _____ (attach explanation)
- What type of expenditure is this? Operating Capital Other (attach explanation)
- Revenue line account # that funds this item is: _____
- Expenditure line account # for this item is: _____

Staffing Impact (Any yes answer requires a review by Human Resources Manager before going to the board)

- Duties of a department employee(s) may be materially affected. Yes No
- Applicable job description(s) may require revision. Yes No
- Item may impact a bargaining unit agreement or county work policy. Yes No
- Item may change the department's authorized staffing level. Yes No



Supporting Attachment(s)

- Memorandum Summary of Item
- Copy of applicable county policy and/or ordinance (excerpts acceptable)
- Copy of applicable state/federal statute/regulation (excerpts acceptable)
- Copy of applicable contract and/or agreement
- Original bid spec or quote request (excluding complex construction projects)
- Bids/quotes received (excluding complex construction projects, provide comparison worksheet)
- Bid/quote comparison worksheet
- Draft County Board resolution
- Plat approval check-list and supporting documents
- Copy of previous minutes related to this issue
- Other supporting document(s) (please list) _____

Provide (1) copy of supporting documentation NO LATER THAN Wednesday at Noon to make the Board's agenda for the following Tuesday. (If your packet contains colored copies, please provide (4) paper copies of supporting documentation as we do not have a color printer or copier.) Items WILL NOT be placed on the Board agenda unless complete documentation is provided for the Board packets.

AITKIN COUNTY ADMINISTRATION

Aitkin County Courthouse
217 Second Street N.W. Room 130
Aitkin, MN 56431
218-927-7276
Fax: 218-927-7374

TO: Aitkin County Board of Commissioners

FROM: Roxy Traxler, Interim County Administrator

**RE: Cooperative Service Agreement between County of Aitkin and
County of Mille Lacs for County Administrator Services**

DATE: February 12, 2014

Attached is the Cooperative Service Agreement between County of Aitkin and County of Mille Lacs for County Administrator Services. Both County Attorneys have approved of this contract.

Staff is asking for Board approval, and for County Board Chair's signature.

Sue Bingham

From: Roxy Traxler [Roxy.Traxler@co.mille-lacs.mn.us]
Sent: Monday, February 10, 2014 5:09 PM
To: Sue Bingham
Cc: 'Bobbie Danielson'; Kirk Peysar; 'Jim Ratz'
Subject: RE: Draft contract
Attachments: County Administrator Contract - Aitkin County.doc

We accepted all the changes.

Roxy

From: Sue Bingham [mailto:sue.bingham@co.aitkin.mn.us]
Sent: Monday, February 10, 2014 8:02 AM
To: Roxy Traxler
Cc: 'Bobbie Danielson'; Kirk Peysar; 'Jim Ratz'
Subject: FW: Draft contract

Roxy ~

Attached is your draft contract with changes suggested by our County Attorney.

Thank you.

Sue Bingham
Administrative Assistant
Aitkin County Administration
217 - 2nd Street NW, Room 134
Aitkin, MN 56431
218-927-7276

From: Jim Ratz [mailto:jratz@co.aitkin.mn.us]
Sent: Friday, February 07, 2014 4:11 PM
To: Sue Bingham
Cc: 'Kirk Peysar'; 'Bobbie Danielson'
Subject: FW: Draft contract

Hi Sue,

Please see the attached Agreement for my suggested edits and additions.

Thanks,
Jim

From: Sue Bingham [mailto:sue.bingham@co.aitkin.mn.us]
Sent: Friday, February 07, 2014 12:49 PM
To: 'Jim Ratz'; 'Bobbie Danielson'; Kirk Peysar
Cc: 'Patrick Wussow'
Subject: FW: Draft contract

Please see below, from Patrick

Sue Bingham
Administrative Assistant
Aitkin County Administration
217 - 2nd Street NW, Room 134
Aitkin, MN 56431
218-927-7276

From: Patrick Wussow [<mailto:patrick.wussow@co.aitkin.mn.us>]
Sent: Friday, February 07, 2014 11:05 AM
To: Sue Bingham
Cc: Roxy Traxler
Subject: Fwd: Draft contract

Sue please forward to Jim Ratz, Kirk, and Bobbie.

Jim

Please review and provide any comments.

Thanks

Patrick

Sent from my iPad

Begin forwarded message:

From: Roxy Traxler <Roxy.Traxler@co.mille-lacs.mn.us>
Date: February 7, 2014 10:47:37 AM CST
To: Patrick Wussow <Patrick.Wussow@co.aitkin.mn.us>
Subject: Draft contract

Pat

I will be back in the office around 1:00, and will attempt to call after 1:30 as I have another meeting at 1:00. I will be checking email periodically between now and 1:00.

Attached is the draft contract with what would be attachment A.

Roxy

Roxy Traxler
County Administrator
Mille Lacs County

Click [here](#) to report this email as spam.

COOPERATIVE SERVICE AGREEMENT BETWEEN COUNTY OF AITKIN AND COUNTY OF MILLE LACS FOR COUNTY ADMINISTRATOR SERVICES

WHEREAS, Aitkin County desires to have Mille Lacs County Administrator Roxy Traxler provide county administrator services to Aitkin County on a contract basis; and

WHEREAS, Aitkin County will pay Mille Lacs County for county administrator services as set forth herein as attached; and

NOW, THEREFORE, Aitkin County and Mille Lacs County agree as follows:

MILLE LACS COUNTY DUTIES

1. **EMPLOYEE STATUS.** Mille Lacs County employee Roxy Traxler (hereinafter County Administrator) shall remain an employee of Mille Lacs County and shall not be deemed an employee of Aitkin County for any purpose. Mille Lacs County shall maintain liability on its employee at all times in amounts not less than the tort liability limitations set out in Minn. Stat. section 466.04, and shall maintain all required workers' compensation insurance on said employee.
2. **MEETINGS.** The County Administrator shall be available to attend Aitkin County Board meetings and other meetings upon request of the Aitkin County Board. These shall not interfere with scheduled Mille Lacs County Board meetings.
3. **INDEMNIFICATION.** Mille Lacs County agrees to defend and indemnify Aitkin County and its employees, officials, volunteers and agents from and against all claims, actions, damages, losses and expenses arising out of the contracted employee's negligence or omissions related to the performance or failure to perform her duties under this Agreement except where such claim, action, damage, loss or expense is attributable to a specific direction from Aitkin County or its employees, officials, agents or representatives. Notwithstanding the foregoing, (i) Mille Lacs County's defense and indemnity agreement herein is limited to the tort liability caps set forth in Minn. Stat. Section 466.04 or to the amount of liability and errors and omissions insurance coverage maintained by Mille Lacs County, whichever is applicable; and (ii) Mille Lacs County does not waive and expressly preserves, any and all statutory and common law defenses, including without limitation governmental immunities such as discretionary immunity, and all applicable statutory and common law liability limits.

Aitkin County agrees to defend and indemnify Mille Lacs County and its employees, officials, volunteers and agents from and against all claims, actions, damages, losses and expenses arising out of the negligence or omissions of its officials, agents or representatives related to the work that is the subject of this Agreement. Notwithstanding the foregoing, (i) Aitkin County's defense and indemnity agreement herein is limited to the tort liability caps set forth in Minn. Stat. Section 466.04 or to the amount of liability and errors and omissions insurance coverage

maintained by Aitkin County, whichever is applicable; and (ii) Aitkin County does not waive and expressly preserves, any and all statutory and common law defenses, including without limitation governmental immunities such as discretionary immunity, and all applicable statutory and common law liability limits.

AITKIN COUNTY DUTIES

4. **COUNTY ADMINISTRATOR DUTIES** – see attached Exhibit A for duties to be performed under this contract by the County Administrator as defined by Aitkin County.
5. **OFFICE FACILITIES.** Aitkin County shall make available to the County Administrator sufficient office space, computer, copy machine and other customary and usual office equipment necessary to carry out its obligations under this Agreement from the Aitkin County Courthouse. Aitkin County shall not be required to provide a car or transportation. The County Administrator shall use either her own car or a car provided by Mille Lacs County when administering services in Aitkin County.
6. **PAYMENT FOR SERVICES.** Aitkin County shall pay Mille Lacs County for Administrator services provided under this Agreement under the following formula: \$4,767 per month for a total of 20 hours of service per week, of which 16 hours shall be on-site in Aitkin County, unless otherwise agreed upon with the Aitkin County Board of Commissioners.
7. **TIMING OF PAYMENT.** Payments due under this Agreement shall be calculated on a monthly basis. For the initial and final months of the Agreement, the monthly amount shall be calculated on a pro rata basis according to the percentage of the month for which services were provided. Payments from Aitkin County to Mille Lacs County shall occur at the end of each month. Mille Lacs County shall invoice Aitkin County monthly.
8. **EFFECTIVE DATE OF AGREEMENT.** This Agreement shall be effective for all administrator services provided to Aitkin County by Mille Lacs County after February 11, 2014 and shall continue in effect until such time as this Agreement is properly terminated.

GENERAL CONDITIONS

9. **DISPUTE RESOLUTION.** The parties shall cooperate and use their best efforts to ensure that the various provisions of this Agreement are fulfilled. The parties agree to act in good faith to undertake resolution of disputes, in an equitable and timely manner and in accordance with the provisions of this Agreement. If disputes cannot be resolved informally by the parties, the following procedures shall be used:
 - a. **Mediation.** Whenever there is a failure between the parties to resolve a dispute on their own, the parties shall first attempt to mediate the dispute. The

parties shall agree upon a mediator, or if they cannot agree, shall obtain a list of court-approved mediators from the Mille Lacs County District Court Administrator and select a mediator by alternately striking names until one remains. Mille Lacs County shall strike the first name followed by Aitkin County, and shall continue in that order until one name remains.

b. Litigation. If the dispute is not resolved within 30 days after the end of mediation proceedings, the parties may litigate the matter. Each party will be responsible for all of their own costs associated with such litigation.

c. Termination. Mediation shall not act as a bar to termination of this Agreement by either party in accordance with the provisions of Paragraph 12 of this Agreement.

10. **TERMINATION.** This Agreement may be terminated by the party desiring that the Agreement be terminated by providing 15 days written prior notice to the other party at any time. Cause is not required for such termination. Payment for services rendered will be through the date of termination as identified in the written notification. If necessary, an audit may be conducted pursuant to Minn. Stat. 16.05, s. 5. If the County Administrator ceases to be employed by Mille Lacs County, this Agreement shall automatically terminate upon the conclusion of her employment with Mille Lacs County, but nothing shall prevent Aitkin County from entering into a separate agreement directly with the County Administrator.
11. **DOCUMENTS.** All documents relating to administrator services in Aitkin County, including electronic data prepared under this Agreement, shall be the property of Aitkin County and will be collected and maintained in a manner as deemed appropriate by Aitkin County consistent with its records retention schedule. The laws of Minnesota apply and all parties agree to comply with Minn. Stat. 13 Data Practices Act.
12. **ENTIRE AGREEMENT.** This Agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the parties and contains the entire agreement of the parties related to county administrator services.
13. **AMENDMENTS.** Any modification or amendment to this Agreement shall require a written agreement signed by all parties.
14. **NOTICE.** Any notice, statement or other written documents required to be given under this Agreement shall be considered served and received if delivered personally to the other party, or if deposited in the U.S. First Class mail, postage prepaid, as follows:

- i. Notice to: Mille Lacs County
County Administrator
635 2nd Street SE

Milaca, MN 56353

ii. Notice to: Aitkin County
217 Second St. NW, Rm 134
Aitkin, MN 56431

15. **CAPTIONS.** Captions or headings contained in this Agreement are included for convenience only and form no part of this Agreement between the parties.

16. **WAIVER.** The wavier by any party of any breach or failure to comply with any provision of this Agreement by another party shall not be construed as, or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.

17. **SUCCESSORS AND ASSIGNS.** Mille Lacs County shall not have the right to assign, transfer, or sublet its interest or obligations hereunder without the written consent of Aitkin County. Mille Lacs County may not substitute for the incumbent County Administrator in the event of absence or separation.

IN WITNESS WHEREOF, the undersigned counties, by action of their governing bodies, have caused this Agreement to be duly executed.

This Agreement is Accepted by
Mille Lacs County

This Agreement is Accepted by
Aitkin County

BY: _____
County Board Chairperson

BY: _____
County Board Chairperson

DATED: _____

DATED: _____

BY: _____
County Administrator

BY: _____
Auditor

DATED: _____

DATED: _____

APPROVED AS TO FORM & EXECUTION

BY: _____
Mille Lacs County Attorney

BY: _____
Aitkin County Attorney

Dated: _____

Dated: _____



INTERIM COUNTY ADMINISTRATOR

Department Administration
Reports to County Board
FLSA Status Exempt
Union Status Non-union Position, ~~Individual Contract~~

Final Appointing Authority

This is an interim assignment that will be for less than 6 months in duration, likely 3-4 months. This position shall not be filled until final approval of the County Board. All offers of interim employment are made in writing.

Job Summary

The Interim County Administrator is responsible for the administration of all County Board ordinances, regulations, resolutions and policies and for the administration and direction of all programs and functions of government under the jurisdiction of the Board of County Commissioners. The County Administrator is charged with leading the organization and building an organizational culture that supports and implements the County Mission. All non-elected department heads report to the County Administrator. Works under broad policy direction of the County Board. The Administrator has wide latitude for the exercise of independent judgment and decision making over county government functions.

The Interim County Administrator is not assigned HR/personnel management responsibilities, recruitments, grievance processing, internal investigations, contract negotiations, mediation, arbitration, discipline, hiring, or firing. HR/personnel activities shall be retained and administered by the HR Manager.

Supervision Received

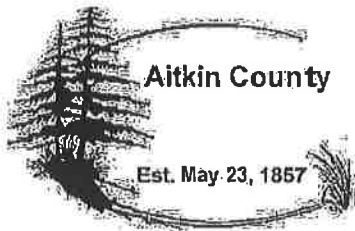
Employees working in this job class work under administrative direction and are free to plan, develop, and organize all phases of the work necessary for its completion within broad program guidance. Generally, they develop and utilize procedures and methods that do not conflict with major organization policies.

Supervision Exercised

Manages all department heads, in addition to the Building Maintenance Supervisor, Veterans Services Officer, and clerical support. Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws.

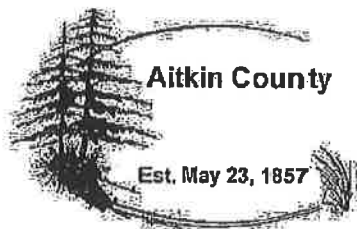
Essential Functions

This position description is not intended to be all-inclusive. Employee may perform other essential and nonessential functions as assigned or apparent to meet the ongoing needs of the department and organization. Regular attendance is an essential requirement of this position.



Position Description

1. Prepares and recommends policy to the County Board regarding county government operations. Advises the County Board regarding short and long range goals and recommends appropriate programs to attain them. Provides direction for the overall operation of county government and coordination with elected and state appointed offices.
2. Provides supervision and direction to subordinate staff and department heads in developing policy recommendations and programs and in clarifying and delegating County Board directives and policies.
3. Directs and coordinates county central services including human resources, safety and risk management, motor pool, purchasing, information services, public information, property maintenance and budgeting.
4. Oversees preparation of the annual budget and long range capital expenditure program. Prepares reports, analysis and recommendations regarding the county's current and future financial position. Implements, monitors and enforces the provisions of the approved budget.
5. Represents the county and communicates on behalf of the county to individuals, groups, organizations, other units of government, and media.
6. Strategic planning: continually evaluates the organization, administration and services provided by county government. Advises in the formulation of legislative proposals.
- ~~7. Establish goals and evaluates performance for appointed department heads. Authority to discipline all appointed department heads. Authority to hire and fire all appointed department heads with county board authorization.~~
8. Leads the County-wide management team and conducts management team meetings and communications. Establishes effective team relations with county administrative elected officials.
- ~~9. Represents the County concerning intergovernmental relationships and initiatives at local, State, regional and federal levels. Creates and implements a program of positive and cooperative intergovernmental relations with local cities and townships and with neighboring counties.~~
10. Prepares County Board agendas and minutes, attends all Board meetings, certifies Board actions. Approves and signs off on legal documents, etc. as Chief Administrative Officer of the county.
- ~~11. Spearheads and coordinates economic development programs and initiatives in close cooperation with business community and county cities and townships.~~
12. Attends professional meetings and keeps informed of new developments in government operation and management.
- ~~13. Responsible for management and long range planning for county buildings and infrastructure.~~
14. Serves as Official spokesperson for the county.
15. Adheres to collective bargaining agreements, county policies and procedures, and applicable laws, including timely/accurate reporting and consistent/uniform administration of EEO, FLSA, FMLA, ADA, Workers' Compensation and Return to Work programs, in close collaboration with the Human Resources Department. ~~Completes departmental new hire orientations promptly and staff performance appraisals in accordance with county policy.~~
16. Conducts business in accordance with the Open Meeting law.
17. Serves as the Minnesota Government Data Practices Act Responsible Authority. Appropriately responds to requests for government data. Maintains department data in accordance with records retention schedules.
18. Coordinates annual emergency practice drills in department and serves as a member of the county's crisis management team.



19. Attend seminars and workshops as needed.

- Performs other related duties as assigned or apparent.

Minimum Qualifications

Bachelor's degree in Public Administration, Business Administration, Public Finance, Political Science or a related field, and minimum of eight years progressively responsible work experience, five of which must be served in an administrative or managerial capacity in a multi-function service organization. Master's degree preferred.

Exceptional oral and written communication skills are required as well as advanced skill in planning, organizing and coordinating diverse functions. Training or experience in budget and financial analysis is highly desirable.

Valid Minnesota driver's license required. U.S. Citizenship required. ~~Employment reference checks and a criminal background check will be performed as part of the pre-employment process.~~

Knowledge, Skills, and Abilities Required

Knowledge of:

1. County and departmental policies, procedures, and practices.
2. Federal, State, and local laws, rules, and regulations relevant to the work performed in this position, including data practices, the open meeting law, accounting, purchasing, information technology, OSHA, and employee and labor relations.
3. Financial management with experience in the preparation and presentation of budgets and fund accrual accounting.
4. Roberts Rules of Order.
5. Principles, practices and legal aspects of public administration as they relate to local government.
6. Organizational theory and effective management practices.
7. Public budgeting preparation, presentation and analysis.
8. Governmental accounting and reporting and the relationships of local, state and federal funding.
9. Minnesota property tax law, impact of levies to property and their calculation.
10. Governmental structure, laws, organization and interdependency of levels of government.

Skill in:

1. Communication and interpersonal skills as applied to interaction with staff, board members, and the general public sufficient to exchange or convey information and to receive work direction.
2. Typing skill sufficient to complete 30 net words per minute without errors.
3. Preparing and making presentations to groups.
4. Reading, writing, and speaking English proficiently. Includes writing departmental policies and procedures and precise memos to Boards, Committees, and other organizations.
5. Effectively organizing, prioritizing, and delegating workload.

Ability to: