



## ARROWHEAD REGIONAL DEVELOPMENT COMMISSION

Leading • Planning • Connecting in the counties of Aitkin • Carlton • Cook • Itasca • Koochiching • Lake • St. Louis

November 7, 2016

NOV 10 2016

Aitkin County Board of Commissioners  
217 2<sup>nd</sup> St. NW, Room 134  
Aitkin, MN 56431

Dear Aitkin County Board of Commissioners:

The Arrowhead Regional Development Commission has in its membership, as specified by Article III, Section 3.1(b) of its bylaws, one representative from each county board in the region with a population under 100,000. The term for your representative, Commissioner Don Niemi, will expire in January, 2017. This letter is a request for the Aitkin County Board to recommend the name of one of its members to serve on the Arrowhead Regional Development Commission. Mr. Niemi may be recommended for another term.

**Please send a letter by January 5, 2017, to Mary Zanoni, Board Coordinator, appointing your county's representative for the Arrowhead Regional Development Commission.** The Commissioner appointed will serve a three-year term from January, 2017 to January 2020. This appointment will be ratified by the ARDC at its Annual Meeting on January 19, 2017.

ARDC's mission is to serve the people of the Arrowhead Region by providing local units of government and citizen groups a means to work cooperatively in identifying needs, solving problems, and fostering local leadership. Your County Board's participation is vital to carrying out our agency's mission.

If you have any question concerning the position or nomination process, please contact Mary Zanoni at 218-529-7543, 800-232-0707 X543 or [mzanoni@ardc.org](mailto:mzanoni@ardc.org). Thank you.

Sincerely,

Andy Hubley  
ARDC Director

# AITKIN COUNTY ADMINISTRATION

Patrick Wussow, Interim County Administrator

Aitkin County Courthouse

217 Second Street N.W. Room 134

Aitkin, MN 56431

218-927-3093

Fax: 218-927-7374

November 9, 2016

COPY

Rebecca Otto, State Auditor  
Office of the State Auditor  
525 Park Street – Suite 500  
St. Paul, MN 55103

RE: Aitkin County's 2017 and 2018 Annual Financial Audits

Dear Ms. Otto:

Minnesota Statute § 6.481, subd. 7 allows counties to hire private firms for financial statement audits. On July 27, 2016 Aitkin County provided notice to the Office of the State Auditor that the County will hire a private firm for financial statement and single audit services for fiscal years 2017 and 2018.

At the November 8, 2016 Aitkin County Board meeting, the Aitkin County Board of Commissioners selected CliftonLarsonAllen to conduct the County's 2017 and 2018 annual audits.

Regards,



Sue Bingham  
Administrative Assistant  
Aitkin County Administration

cc: Aitkin County Board of Commissioners  
Aitkin County Auditor's Office

# AITKIN COUNTY ADMINISTRATION

**Patrick Wussow, Interim County Administrator**

**Aitkin County Courthouse**

217 Second Street N.W. Room 134

Aitkin, MN 56431

218-927-3093

Fax: 218-927-7374

November 9, 2016

COPY

Mr. Douglas Host, CPA, Principal  
CliftonLarsonAllen  
14275 Golf Course Drive, Suite 300  
PO Box 648  
Brainerd, MN 56401

Dear Mr. Host:

At the November 8, 2016 Aitkin County Board meeting, the Aitkin County Board of Commissioners selected your firm to conduct our 2017 and 2018 annual audits. The Board thanks you for your quote, time and interest.

We look forward to working with you!

Sincerely,



Sue Bingham  
Administrative Assistant  
Aitkin County Administration

cc: **Aitkin County Board of Commissioners**

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**Patrick Wussow, Interim County Administrator**

**Aitkin County Courthouse**

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Aitkin, MN 56431

218-927-3093

Fax: 218-927-7374

November 9, 2016

COPY

Ms. Peggy Moeller, CPA  
Redpath and Company  
4810 White Bear Parkway  
St. Paul, MN 55110

Dear Ms. Moeller:

The Aitkin County Board of Commissioners would like to thank you for submitting your quote for the 2017 and 2018 Aitkin County annual audits, however, at the November 8th County Board meeting, the Board selected another firm.

Thank you for your time and interest. It is much appreciated.

Sincerely,



Sue Bingham  
Administrative Assistant  
Aitkin County Administration

cc: Aitkin County Board of Commissioners

# AITKIN COUNTY ADMINISTRATION

**Patrick Wussow, Interim County Administrator**

**Aitkin County Courthouse**

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Aitkin, MN 56431

218-927-3093

Fax: 218-927-7374

November 9, 2016

COPY

Mr. Ryan Engelstad, CPA  
Baker Tilly, LLP  
225 S. Sixth St., Ste 2300  
Minneapolis, MN 55402

Dear Mr. Engelstad:

The Aitkin County Board of Commissioners would like to thank you for submitting your quote for the 2017 and 2018 Aitkin County annual audits, however, at the November 8th County Board meeting, the Board selected another firm.

Thank you for your time and interest. It is much appreciated.

Sincerely,



Sue Bingham  
Administrative Assistant  
Aitkin County Administration

cc: **Aitkin County Board of Commissioners**

# AITKIN COUNTY ADMINISTRATION

**Patrick Wussow, Interim County Administrator**

**Aitkin County Courthouse**

217 Second Street N.W. Room 134

Aitkin, MN 56431

218-927-3093

Fax: 218-927-7374

November 9, 2016

Mr. Andrew K. Berg, CPA  
ABDO, EICK & MEYERS, LLP  
Grandview Square  
5201 Eden Avenue, Suite 250  
Edina, MN 55436

COPY

Dear Mr. Berg:

The Aitkin County Board of Commissioners would like to thank you for submitting your quote for the 2017 and 2018 Aitkin County annual audits, however, at the November 8th County Board meeting, the Board selected another firm.

Thank you for your time and interest. It is much appreciated.

Sincerely,



Sue Bingham  
Administrative Assistant  
Aitkin County Administration

cc: Aitkin County Board of Commissioners

# AITKIN COUNTY ADMINISTRATION

**Patrick Wussow, Interim County Administrator**

**Aitkin County Courthouse**

217 Second Street N.W. Room 134

Aitkin, MN 56431

218-927-3093

Fax: 218-927-7374

November 9, 2016

COPY

Mr. Steve Wischmann, CPA  
BerganKDV  
220 Park Avenue S.  
P.O. Box 1304  
St. Cloud, MN 56301

Dear Mr. Wischmann:

The Aitkin County Board of Commissioners would like to thank you for submitting your quote for the 2017 and 2018 Aitkin County annual audits, however, at the November 8th County Board meeting, the Board selected another firm.

Thank you for your time and interest. It is much appreciated.

Sincerely,



Sue Bingham  
Administrative Assistant  
Aitkin County Administration

cc: Aitkin County Board of Commissioners

# AITKIN COUNTY ADMINISTRATION

Patrick Wussow, Interim County Administrator

Aitkin County Courthouse

217 Second Street N.W. Room 134

Aitkin, MN 56431

218-927-3093

Fax: 218-927-7374

November 9, 2016

COPY

Mr. James Ford, CPA  
Eide Bailly LLP  
800 Nicollet Mall, Ste 1300  
Minneapolis, MN 55402

Dear Mr. Ford:

The Aitkin County Board of Commissioners would like to thank you for submitting your quote for the 2017 and 2018 Aitkin County annual audits, however, at the November 8th County Board meeting, the Board selected another firm.

Thank you for your time and interest. It is much appreciated.

Sincerely,



Sue Bingham  
Administrative Assistant  
Aitkin County Administration

cc: Aitkin County Board of Commissioners

Handout  
4A

**AITKIN COUNTY  
ANALYSIS OF FUND BALANCES  
FOR THE YEAR ENDED DECEMBER 31, 2015**

The Office of the State Auditor (OSA) has recommended that each county establish a formal policy on the level of unrestricted fund balance that should be maintained in the General Fund and special revenue

The County's Fund Balance Policy states, in part:

- **General Fund:** The County shall strive to maintain a yearly unassigned fund balance in the General Fund of 35 to 50 percent of the prior year's General Fund total operating expenditures.
- **Special Revenue Funds:** No specific percentages provided.

The following is an analysis of the County's fund balance in the General Fund based on the County's policy. Since there are no specific percentages provided in the County's Fund Balance Policy for the Road & Bridge and Health & Human Services Special Revenue Funds, we will base our analysis on the OSA's recommended fund balance levels.

	<u>General Fund</u>	<u>Road &amp; Bridge Special Revenue Fund</u>	<u>Health &amp; Human Services Special Revenue Fund</u>
1. 2015 revenues (Exh. 5)		\$ 12,255,017	\$ 6,274,276
2. 2015 operating expenditures (Exh. 5)	\$ 12,760,567 (See Note 1)	\$ 4,470,102 (See Note 2)	\$ 6,649,214
3. Unassigned fund balance (Exh. 3)	\$ 4,216,683		
4. Unrestricted fund balance (Exh. 3)		\$ 9,591,751	\$ 4,609,487
5. 35% of revenues (line 1)		\$ 4,289,256	\$ 2,195,997
6. 50% of revenues (line 1)		\$ 6,127,509	\$ 3,137,138
7. 35% of operating expenditures (line 2)	\$ 4,466,198		
8. 50% of operating expenditures (line 2)	\$ 6,380,284		
9. 5 months of operating expend. (line 2)		\$ 1,862,543	\$ 2,770,506

Note 1 - Does not include debt service expenditures.

Note 2 - Does not include intergovernmental expenditures or highway construction costs from Exh. A-2.

Per the County's Fund Balance Policy, the amount on line 3 for the General Fund should fall between the amounts on lines 7 and 8. Per the OSA's Statement of Position on Fund Balances for special revenue funds, the amounts on line 4 should fall between the amounts on lines 5 and 6, or be no less than the amount on line 9.

Handout  
HC

A.

**WAIVER OF 21-DAY REVIEW**

I, Thomas Burke, understand that I may take up to 21 days from receipt of the Settlement Agreement and Release of All Claims to review the document and determine whether to accept it. I hereby knowingly and voluntarily waive the 21 day review provision of this Agreement. I acknowledge and understand that this Waiver is part of the Settlement Agreement and Release of All Claims between myself, Thomas Burke, and Aitkin County, as such includes all rights and claims arising prior to or on the effective date of the Settlement Agreement and Release, including, but not limited to, the Age Discrimination in Employment Act of 1967, Title VII of the Civil Rights Act of 1964, and any public policies of the State of Minnesota.

Prior to executing this Waiver and the Settlement Agreement and Release of All Claims, I acknowledge that I have had an opportunity to consult with an attorney, and I fully understand the terms of this Waiver and the Agreement. I have not been compelled into signing it by anyone associated with Aitkin County and have entered into the Agreement and Waiver voluntarily and of my own free will.

Dated this 21<sup>st</sup> day of November, 2016.

  
\_\_\_\_\_  
Thomas Burke, Employee

Handout  
4c

SETTLEMENT AGREEMENT  
AND  
RELEASE OF ALL CLAIMS

THIS SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS (this "Agreement") is entered into effective November 21, 2016 (the "Effective Date") between Thomas Burke ("Employee") and Aitkin County ("Employer").

**1. Meaning of Terms.**

- A. As used in this Agreement, "Employer" shall mean Aitkin County, its past, present, and future entities, subsidiaries, and current or former related entities, and all of its past, present, and future successors and assigns.
- B. As used in this Agreement, "Employee" shall mean Thomas Burke, his heirs, executors, administrators, agents, attorneys, assigns, and any one claiming through any of them.
- C. As used in this Agreement, "Contract" shall mean the Health & Human Services Director Employment Agreement entered into between Employee and Employer for the period of January 1, 2008, to the present, together with any predecessor contracts amongst the parties.

**2. Consideration and Contract Termination.**

- A. In consideration of Employee's (1) resignation prior to the end of his current contract and willingness to participate in transitioning his duties, (2) years of service with Employer, (3) release of all claims and potential claims arising out of and related to his employment with Employer, Employer agrees to pay and perform, and Employee agrees to accept, the following severance arrangements, conditioned upon the (a) Employee's compliance with this Agreement, (b) expiration of any right to consider or right of rescission, (c) delivery of a fully signed original of this Agreement and Employee's attached resignation letter:
  - 1. Payout of severance as detailed on the attached spreadsheet (value of \$105,072.42) calculated pursuant to paragraph 3 of the Health & Human Services Director Employment Agreement, subject to all usual and customary payroll taxes and withholdings.
  - 2. Payment of additional wages in the amount of \$22,000.00, subject to all usual and customary payroll taxes and withholdings.
  - 3. Payment of a lump sum amount to be paid directly to Ryan, Brucker & Kalis, Ltd. for attorneys' fees in the amount of \$6,000.00.

- B. Employee shall be solely responsible for the payment of any income, employment, or other taxes which may be due or payable as a result of the foregoing amounts and will indemnify and hold harmless Employer from the same.
- C. As of the Effective Date, the Contract shall be deemed terminated by mutual consent of the parties and shall be null and void. All services to be delivered by Employee under the Contract shall terminate as of the Resignation Date, except as otherwise provided in this Agreement. Except for the payments set forth above in this Agreement, Employee shall have no claim for wages, pay, prerequisites, or other compensation from Employer, and the rights, privileges, and benefits afforded Employee under the Contract shall terminate and be of no further force and effect as of the Resignation Date.
- D. Employer shall provide Employee a letter of reference in the form attached hereto as Exhibit C. Employer will provide the reference letter in response to potential employer inquiries made to Employer.

Employee acknowledges the sufficiency of the above consideration and further acknowledges that the payments are in full satisfaction of any compensation or other benefits due him as a result of the separation of his employment with Employer. The parties acknowledge that the amounts payable are fair and reasonable in light of all the circumstances and fully compensate Employee.

### **3. Irrevocable Resignation.**

Employee hereby voluntarily resigns his employment with Employer effective December 1, 2016 (the "Resignation Date"). Employee expressly understands and agrees that his resignation is irrevocable upon the signing of this Agreement by both parties. Employer hereby accepts Employee's resignation.

### **4. Benefit Plans.**

Employee's entitlement to any benefits afforded by any employer benefit plans, including, without limitation, health, accident, life, and compensation insurance plans and retirement plans, are governed solely by their applicable plans and policies which are incorporated herein by this reference.

### **5. Return of Property and Cooperation.**

On or before the Resignation Date, Employee will return to Employer any and all data, documents, and property of Employer, including, but not limited to, files, records, computer software, computer access codes, desktop computers, laptop computers, cellular phones, palm pilots or PDAs, company IDs, company credit cards, and company property keys or passkeys, together with all proprietary, confidential, and other company information of Employer, and will not retain any copies, duplicates, or excerpts thereof.

From and after the Resignation Date, Employee agrees to make himself reasonably available to Employer, at no cost, to respond to requests by Employer for information concerning facts or events relating to Employer or its operations that may be within Employee's knowledge. Employee recognizes that he may have specialized information and knowledge that is or may be important to Employer in the event Employer is involved in disputes, claims, or litigation or may have been involved in incidences or events which relate to disputes, claims, or litigation of which Employee has knowledge or information. Employee agrees to cooperate with Employer in connection with any such event, and Employer will reimburse any reasonable expenses Employee incurs. Employee understands that he is to conduct no business on behalf of Employer unless specifically directed to do so.

**6. Release.**

- A. **Release of Employer by Employee:** Employee hereby waives any legal rights and releases and forever discharges Employer, its officers, employees, agents, board members, attorneys, and insurers, and all of their predecessors, successors, and assigns (all collectively referred to herein as the "Released Parties") from any and all liability, debts, sums of money, demands, claims, suits, actions, charges, damages, judgments, levies, or executions, whether known or unknown, liquidated, fixed, contingent, direct or indirect, which have been, could have been, or could be raised against the Released Parties which relate in any way to the Contract, Employee's employment by Employer, or termination of that employment, except to the extent waiver or release is specifically prohibited by law and except for his right to enforce this Agreement according to its terms. This is a full and final waiver and release of all such claims which he has or may have against the Released Parties, including, but not limited to, claims based on alleged breach of employment contract or any other tort, contract, equitable, or other common law theories, and including, but not limited to, any claims for additional compensation, back pay, or benefits of any type (except in accordance with the terms of this Agreement), and including, but not limited to, any claim for attorney fees or costs, for reinstatement to active employment or reemployment (except to the extent specifically prohibited by law), or for compensatory or punitive damages under any applicable statutes or common law theories.
- B. Without limiting the generality of the foregoing, Employee's release of claims includes any claims he may have for any of the following prior to the Effective Date:
1. wages, bonuses, penalties, welfare benefits, or separation benefits;
  2. defamation of any kind, including, but not limited to, libel, slander and self-publication defamation, invasion of privacy, negligence, emotional distress, breach of express, implied, or oral contract; estoppels, fraud, intentional or negligent misrepresentation, breach of any implied covenants, wrongful prosecution, assault or battery, negligent hiring, supervision, or retention;

3. improper discharge (based on contract, common law, or statute, including any federal, state, or local statute or ordinance prohibiting discrimination or retaliation in employment);
4. violation of any of the following:
  - the United States Constitution;
  - the Minnesota Constitution;
  - the Minnesota Human Rights Act, Minn. Stat. § 363A.01 et seq.;
  - any claim arising under Minn. Stat. Chapters 177 and 181;
  - Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq.;
  - the Age Discrimination in Employment Act, as amended, 29 U.S.C. § 621 et seq.;
  - Civil Rights Act of 1866, 42 U.S.C. § 1981;
  - Civil Rights Act of 1991, 42 U.S.C. § 1981a;
  - the Americans with Disabilities Act, as amended, 42 U.S.C. § 12101 et seq.;
  - the Employment Retirement Income Security Act of 1976, 29 U.S.C. § 1001 et seq.;
  - the Family and Medical Leave Act, 29 U.S.C. § 2601 et seq.;
  - the National Labor Relations Act, 29 U.S.C. § 151 et seq.;
  - the Fair Credit Reporting Act, 15 U.S.C. §§ 1681 et seq.;
  - the Worker Adjustment and Retraining Notification Act, 29 U.S.C. § 2101 et seq.;
  - the Sarbanes-Oxley Act, 15 U.S.C. § 7201 et seq.;
  - the Genetic Information Nondiscrimination Act of 2008, Pub. L. No. 110-233, 122 Stat. 881 (codified as amended in scattered sections of 29 U.S.C. and 42 U.S.C.); or
  - the Minnesota Government Data Practices Act, Chapter 13
  - any other federal, state or local statute prohibiting discrimination in employment or granting rights to Employee arising out or related to his employment with Employer, the Contract, or the performance of services for Employer;
5. any claim for discrimination or harassment based on sex, race, color, creed, religion, age, national origin, marital status, sexual orientation, disability, genetic information, status with regard to public assistance, or any other legally-protected status; and
6. any claim for retaliation under Minn. Stat. Chapter 176 or any other claim for retaliation.

**C. Release of Employee by Employer:** Employer releases Employee from any claims it might now have or which might arise in the future from any conduct of any kind of Employee relative to Employer, which conduct was within the scope

of Employee's employment, unless such conduct has been proved in a court of last resort to have been felonious or fraudulent.

**7. Acknowledgement.**

Employee acknowledges that the payments made to the date of this Agreement and payments identified in this Agreement represent payment of all compensation owing to him by virtue of his employment and further includes satisfaction and payment in full of all sums payable under the Contract.

Employee agrees that, without limiting the remedies of Employer, should Employee commence, continue, join in, or in any other manner attempt to assert through litigation or proceeding the release of his claims as set forth in this Agreement (a "Release Challenge"), or in the event of a breach of this Agreement by Employee or the failure of Employee to perform his obligations under this Agreement, Employer shall not be required to make any further payments to Employee and may recover prior payments made to Employee, along with reasonable attorney's fees and cost incurred by Employer.

**8. No claims.**

This Agreement is intended as a full, final, and complete release of all claims that Employee may or might have against the Released Parties or that the Released Parties may or might have against the Employee and as full, final, and complete settlement and release of any and all claims arising from or connected with the Contract or Employee's employment with Employer. This Agreement extends to all consequences, effects, and results of any such released claims.

Nothing in this Agreement shall be construed, however, as prohibiting Employee from filing a lawsuit to test the validity under the Older Workers Benefit Protection Act of the waiver of his rights under the federal Age Discrimination in Employment Act. Moreover, nothing in this Agreement shall be construed as prohibiting Employee from filing a charge with the Equal Employment Opportunity Commission or the Minnesota Department of Human Rights or participating fully in investigations by those entities. However, Employee acknowledges that the release he executes herein waives his right to file a court action or to recover individual remedies or monetary damages in any EEOC or any state agency filed court action.

Nothing in this Agreement shall be interpreted as prohibiting Employee from filing a charge or cooperating with or disclosing information to any government entity charged with enforcing Equal Employment Opportunity Law, such as the EEOC or Minnesota Department of Human Rights.

Employee agrees and understands that, except as may be required by subpoena, court order, or other force of law, he shall not in any way assist any third party (an individual or entity which is not a party to this Agreement) in commencing or prosecuting any action or proceeding against the Released Parties related in any way to his employment with the Employer, including, but not limited to, any administrative agency claims, charges, or complaints or any lawsuit against any Released Party, or their operations, or in any way participate or cooperate in any such action or proceeding, including any trial, pretrial preparation, pre-litigation fact-gathering, or

administrative agency proceeding connected with any and all matters related to his employment with Employer, except as may be required by law or under a subpoena or court order. Absent legal compulsion, this Agreement bars Employee and his representatives from testifying, providing documents or information, advising, providing a written statement, counseling, or providing any other form of assistance to any person or entity who wishes to make or who is making any claim against a Released Party related in any way to Employee's employment with Employer; provided, however, this Paragraph and this Agreement do not prohibit Employee from bringing claims or commencing any action related to enforcement by Employee of this Agreement.

**9. Compliance with Older Workers Benefit Protection Act of 1990 and Minnesota Human Rights Act.**

This Agreement is subject to the terms of the Older Workers Benefit Protection Act of 1990 ("OWBPA") and Minnesota Human Rights Act ("MHRA"). The OWBPA provides that an individual cannot waive a right or claim under the Federal Age Discrimination in Employment Act and any corresponding state law (collectively the "ADEA") unless the waiver is knowing and voluntary. The MHRA provides that no claim may be waived under the MHRA unless the waiver is also knowing and voluntary pursuant to the terms of the OWBPA and MHRA. Employee acknowledges and agrees that he has executed this Agreement voluntarily and with full knowledge of its consequences. In addition, Employee hereby acknowledges and agrees as follows:

This Agreement has been written in a manner that is calculated to be understood, and is understood, by Employee:

- A. The release provisions of this Agreement apply to any rights Employee may have under the ADEA and MHRA.
- B. The release provisions of this Agreement do not apply to any rights or claims Employee may have under the ADEA that arise after the date he executes this Agreement.
- C. Employer hereby advises Employee to consult with an attorney prior to executing this Agreement.
- D. Employer is giving Employee a period of 21 days to consider this Agreement. Any changes made prior to Employee's signing this Agreement, whether material or immaterial, do not restart the 21 day period. Employee may accept and sign this Agreement before the expiration of the 21 day time period, but he is not required to do so by Employer. In the event this Agreement is not fully signed and returned within the 21 day period, the terms and conditions set forth in this Agreement shall be deemed automatically rescinded and this Agreement and the offers of Employer hereunder shall be null and void.

- E. For a period of 14 days following the signing of this Agreement, Employee may revoke this Agreement under the ADEA. Employee will provide written notice of any such revocation to Employer. For a period of 15 days following the signing of this Agreement, Employee may revoke his acceptance under the Minnesota Human Rights Act. This Agreement shall become effective on the 16th day after Employee signs it, if it has not been revoked during the revocation period. To be effective, Employee's rescission must be in writing and delivered to Patrick Wussow, Interim County Administrator, on behalf of Aitkin County, either by hand or by mail to:

Pat Wussow  
Interim County Administrator  
Aitkin County Courthouse  
217 Second Street NW, Room 134  
Aitkin, MN 56431

within the rescission period. If mailed, the notice must be sent by certified mail – return receipt requested during the rescission period.

**10. Mutual Non-disparagement.**

The parties agree not to, directly or indirectly, make or publish any statement, orally, in writing, or in any other medium, or assist or participate in the making or publication of any statement to any person or entity, which would libel, slander, degrade, cast in a negative light, or disparage (whether or not such disparagement legally constitutes libel or slander) the other party or the party's officers, employees, directors, operations, services, practices, or any other aspects of their businesses, unless such disclosure is required by the Minnesota Government Data Practices Act or the parties have agreed to the release of such information.

**11. Integration.**

The parties agree that this Agreement (together with the documents incorporated by reference) states the entire agreement of the parties and supersedes all prior and contemporaneous negotiations and agreements, oral or written. Each party expressly acknowledges that the other party did not, directly or indirectly, make any promises, representations, or warranties whatsoever, express or implied, other than those contained in this Agreement. The parties further agree that this Agreement may be amended only by a subsequent writing signed by both of the parties.

**12. Severability and Governing Law.**

The parties agree that any provision of this Agreement that is held to be illegal, invalid, or unenforceable under present or future laws shall be fully severable. The parties further agree that this Agreement shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never been a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or

unenforceable provision or by its severance from this Agreement. Furthermore, a provision as similar to the illegal, invalid, or unenforceable provision as is possible and legal, valid, and enforceable shall be automatically added to this Agreement in lieu of the illegal, invalid, or unenforceable provision. The parties also agree that Minnesota law shall govern the validity and enforceability of this Agreement.

**13. No Admission.**

The parties agree that, by entering in this Agreement, neither party admits, and specifically denies, any violation of any local, state, or federal law, common or statutory. The parties recognize that this Agreement has been entered into in order to achieve an orderly separation and nothing contained herein shall be construed to be an admission of liability or a concession of any kind.

**14. Resolution of Disputes.**

Any dispute between the parties concerning the interpretation, application, or claimed breach of this Agreement shall be submitted to binding, confidential arbitration to be conducted in the City of Aitkin, State of Minnesota. Such arbitration shall be conducted pursuant to the rules of the American Arbitration Association governing employment disputes (but need not be administered by AAA) before an arbitrator licensed to practice law in Minnesota and familiar with employment law disputes. Prior to submitting the matter to arbitration, the parties shall first attempt to resolve the matter by the claimant's notifying the other party in writing of the claim, by giving the other party the opportunity to respond in writing to the claim within ten days of receipt of the claim, and by giving the other party the opportunity to meet and confer. If the matter is not resolved in this manner, the dispute may then proceed to arbitration at the request of either party. Without regard to outcome, the parties shall bear equally the arbitrator's fees and expenses, as well as the administrative costs, if any, of this arbitration. Should any party institute any court action against the other with respect to any claim released by this Agreement, or pursue any arbitrable dispute by any method other than arbitration as provided for in this paragraph, the responding party shall be entitled to recovery from the initiating party all damages, costs, expenses, and attorney fees incurred as a result of this action.

**15. Injunctive Relief.**

Each party understands that in the event of a breach or threatened breach of this Agreement, the other will suffer irreparable harm and will, therefore, be entitled to injunctive relief to enforce this Agreement in addition to any and all other legal or equitable remedies that may be available.

**16. Review of Agreement and Voluntary Execution.**

Employee acknowledges that this Agreement has been explained to him by his attorneys, that he has had adequate time to consider whether to sign this Agreement, that he understands the rights he is releasing and waiving by executing this Agreement, and that he has been given an opportunity to consult with his attorneys prior to executing this Agreement. Employee agrees and represents that he has been advised of and fully understands his right to discuss all aspects of

this Agreement with counsel of his choice. Employee's execution of this Agreement establishes that he has had the opportunity to seek the advice of counsel by the date he signed this document. Employee agrees he has carefully read and fully understands all the provisions of this Agreement. Employee further acknowledges that he is executing this Agreement with full, knowing, and voluntary agreement as to its terms and without coercion, intimidation, or pressure of any kind.

**17. Confidential Information and Non-Disclosure.**

Employee shall not disclose to any person or entity and shall hold in confidence all proprietary, trade secret, or other confidential or non-public information, knowledge, or data relating to Employer, its business and affairs, its operations, or its personnel, including, without limitation, financial records and information, attorney-client communications, or other financial, commercial, business, personnel, or technical information (collectively, "Confidential Information"). Employee shall not disclose the Confidential Information without the prior written consent of Employer, except to the extent required by an order of a court having jurisdiction or under subpoena from an appropriate government agency, in which event Employee shall use best his efforts to consult with Employer prior to responding to any such order or subpoena.

Employee shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and is made solely for the purpose of reporting or investigating a suspected violation of law. The same immunity will be provided for the disclosure of a trade secret that is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the individual's attorney and use the trade secret information in the court proceedings if the individual files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order.

**18. Counterparts.**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

**EMPLOYEE HAS READ THE FOREGOING AND UNDERSTANDS THE EFFECT OF THIS AGREEMENT. HE ACKNOWLEDGES HE IS RELEASING HIS LEGAL RIGHTS. EMPLOYEE UNDERSTANDS THAT THIS AGREEMENT IS SUBJECT TO APPROVAL BY THE BOARD OF COMMISSIONERS OF AITKIN COUNTY AND, UNTIL APPROVED, IS VOIDABLE BY EITHER PARTY AT ANY TIME PRIOR TO BOARD APPROVAL.**

Dated this 21<sup>st</sup> day of November, 2016.

  
\_\_\_\_\_  
Thomas Burke, Employee

Dated this \_\_\_ day of November, 2016.

AITKIN COUNTY

By \_\_\_\_\_  
\_\_\_\_\_

On this \_\_\_\_\_ day of November, 2016, this agreement was approved by the Board of Commissioners of Aitkin County  
Minutes are attached.

ATTACHMENTS:

- A: Waiver of 21-Day Review
- B: Letter of Resignation
- C. Letter of Reference

**B.**

THOMAS BURKE

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Pat Wussow  
Interim County Administrator  
Aitkin County Courthouse  
217 Second Street NW, Room 134  
Aitkin, MN 56431

November 21, 2016

RE: Resignation

I hereby resign my employment with Aitkin County, effective December 1, 2016.



Thomas Burke

# AITKIN COUNTY COMMISSIONERS

**Aitkin County Courthouse**  
217 Second Street N.W. - Room 134  
Aitkin, MN 56431  
218-927-3093  
Fax: 218-927-7374

November 22, 2016

To Whom It May Concern:

Thomas Burke began working for Aitkin County in May 27, 1997 and had completed 19 years of service by December 2016 when he resigned. Mr. Burke was the Director of the Health and Human Services Department for the entirety of his employment with Aitkin County. During his tenure, Mr. Burke managed an approximately \$6,833,000 dollar budget and a department of 59 full time staff. Mr. Burke was recognized by the Board of Commissioners for his attention to detail and ability to maintain his budget in a constantly changing and technical field. Additionally, in 2007 Tom was appointed acting Interim County Administrator while the County conducted a search for a new County Administrator. Mr. Burke served as the county's Public Health Authority and Mental Health Authority.

Mr. Burke participated in numerous activities within the Minnesota Association of Social Service Administrators Association (MACSSA), including chairing the Tribal Affairs subcommittee. He was also a member of the Local Public Health Association (LPHA). He served as the county's representative on the Association of Minnesota Counties (AMC) Health and Human Services Policy Committee and the Tribal Affairs Committee. Mr. Burke also represented the county and the state of Minnesota on the National Association of Counties (NaCo) Health Steering Committee and the Healthy Counties Advisory Board. He has served on the National Association of County Human Services Administrators Board (NACHSA) over the past several years.

Regards,



J. Mark Wedel  
County Board Chair

