



Dakota County

Board of Commissioners

Agenda

Tuesday, July 23, 2024

11:00 AM

Conference Room 3A, Administration
Center, Hastings

Special County Board meeting for the purpose of considering approval of an employment contract and appointment of County Manager.

1. **Call To Order And Roll Call**
2. **County Board/County Administration**
 - 2.1 *County Board* - Approval Of Employment Agreement With Heidi Welsch And Appointment As County Manager
3. **Adjournment**
 - 3.1 Adjournment

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Board of Commissioners

Request for Board Action

Item Number: DC-3629

Agenda #: 2.1

Meeting Date: 7/23/2024

DEPARTMENT: Office of the County Manager

FILE TYPE: Consent Action

TITLE

Approval Of Employment Agreement With Heidi Welsch And Appointment As County Manager

PURPOSE/ACTION REQUESTED

Approve employment agreement and appoint Heidi Welsch as Dakota County Manager.

SUMMARY

The Dakota County Board received notice from the then current County Manager of planned retirement on May 23, 2024. David Drown and Associates (DDA) was selected to conduct the executive search process for a new County Manager. The County Manager position was posted from March 27 to April 24, 2024, during which time a total of 52 applications were received. Of the 52 applications, 15 semi-finalists were presented to the Dakota County Board for consideration. Of the 15 semi-finalists, five semi-finalists were selected as finalists for interview by the Dakota County Board. Special County Board meetings were conducted on June 24 and July 9 to interview finalists for the vacant County Manager position.

By Resolution No. 24-361 (July 9, 2024), the Board directed staff to negotiate an employment agreement with Heidi Welsch as the selected candidate for the County Manager position in Dakota County. An employment agreement between Dakota County and Heidi Welsch has been drafted by the County Attorney's Office and Employee Relations Department and reviewed by Heidi Welsch. The effective date of the appointment as County Manager is proposed to be September 3, 2024, pending County Board approval of the employment agreement.

RECOMMENDATION

Staff recommends the County Board approve the employment agreement.

EXPLANATION OF FISCAL/FTE IMPACTS

- ☒ None ☐ Current budget ☐ Other
☐ Amendment Requested ☐ New FTE(s) requested

RESOLUTION

WHEREAS, the Dakota County Board received notice from the then current County Manager of planned retirement on May 23, 2024; and

WHEREAS, David Drown and Associates (DDA) was selected to conduct the executive search process for a new County Manager; and

WHEREAS, the County Manager position was posted from March 27 to April 24, 2024, during which time a total of 52 applications were received; and

WHEREAS, of the 52 applications, 15 semi-finalists were presented to the Dakota County Board for consideration; and

WHEREAS, of the 15 semi-finalists, five semi-finalists were selected as finalists for interview by the Dakota County Board; and

WHEREAS, special County Board meetings were conducted on June 24 and July 9 to interview finalists for the vacant County Manager position; and

WHEREAS, by Resolution No. 24-361 (July 9, 2024), the County Board directed staff to negotiate an employment agreement with Heidi Welsch as the selected candidate for the County Manager position in Dakota County; and

WHEREAS, an employment agreement between Dakota County and Heidi Welsch has been drafted by the County Attorney's Office and Employee Relations Department and reviewed by Heidi Welsch.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby approves the County Manager Employment Agreement with Heidi Welsch and authorizes the County Board Chair to execute the agreement, subject to approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby appoints Heidi Welsch as County Manager effective September 3, 2024.

PREVIOUS BOARD ACTION

24-361; 7/9/24

ATTACHMENTS

Attachment: County Manager Employment Agreement

BOARD GOALS

- | | |
|---|--|
| <input type="checkbox"/> A Great Place to Live | <input type="checkbox"/> A Healthy Environment |
| <input type="checkbox"/> A Successful Place for Business and Jobs | <input checked="" type="checkbox"/> Excellence in Public Service |

CONTACT

Department Head: Tom Novak

Author: Andy Benish

DAKOTA COUNTY MANAGER EMPLOYMENT AGREEMENT

THIS AGREEMENT is entered into between the Dakota County Board of Commissioners, hereinafter referred to as the “Board,” and Heidi Welsch, hereinafter referred to as the “County Manager” or “EMPLOYEE.”

WHEREAS, the Board desires to retain the services of Heidi Welsch as the County Manager; and

WHEREAS, the Board desires to provide certain benefits and establish certain conditions of employment of the EMPLOYEE; and

WHEREAS, the EMPLOYEE desires to be employed by Dakota County and to enter into an agreement with the Board to perform the duties of County Manager as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Board and the EMPLOYEE agree as follows:

1. Employment.

The Board is responsible for the County Manager’s appointment, removal and supervision. The Board agrees to employ Heidi Welsch in the position of County Manager to perform the functions and duties specified in the statement of responsibilities (attached Exhibit A) and to perform such other proper and legal duties as the Board shall from time to time assign. EMPLOYEE agrees to perform the duties of County Manager as provided in this Agreement.

2. Term of Agreement.

This Agreement is effective September 3, 2024, and will continue for an indefinite term, subject to termination in accordance with Section 12 of this Agreement.

3. Salary and Benefits.

A. Salary. The Board agrees to pay the EMPLOYEE a salary at the annualized rate of \$255,000 commencing on September 3, 2024. The EMPLOYEE’s salary will be paid in installments at the same time and in the same manner as other County employees, currently bi-weekly. The initial pay period shall be prorated to reflect actual days worked during the initial pay period. The Board will annually adjust the salary of the EMPLOYEE consistent with the County’s Merit Compensation Policy & Plan, political subdivision compensation limits and the Board’s assessment of the EMPLOYEE’s performance.

B. Automobile.

The County shall reimburse the EMPLOYEE at the federal Internal Revenue Service (IRS) standard mileage rate for any business use of the EMPLOYEE’S personal automobile, unless a different rate is provided in a vehicle use policy adopted by the Board.

C. Cell Phone.

The County shall provide the maximum allowable reimbursement level for the EMPLOYEE’s mobile device(s) according to County policy.

D. Flex Leave

The EMPLOYEE will receive a one-time 300-hour bank of paid leave time (Flex Leave) upon hire. During the Term of this Agreement and any extensions of this Agreement, the EMPLOYEE shall accrue paid Flex Leave at the rate of 11.65 hours per pay period. All paid Flex Leave shall be used and administered consistent with applicable County policies and procedures.

E. General Business Expenses.

- i. The Board agrees to budget for and to pay for professional dues and subscriptions of the County Manager necessary for participation in national, regional, state, and local associations, and organizations necessary and desirable for the County Manager's professional participation and growth, and for the good of the County.
- ii. The Board agrees to budget for and to pay for travel and subsistence expenses of the County Manager for professional and official travel, meetings, and occasions necessary and desirable for the County Manager's professional participation and growth and to fulfill the official functions for the County.
- iii. The Board also agrees to budget for and to pay for travel and subsistence expenses of the County Manager for short courses, institutes, and seminars that are necessary for the County Manager's professional development and for the good of the County.

F. Other Benefits

Except as modified by this Agreement, all provisions of the County's policies relating working conditions and benefits, such as health and dental insurance, disability insurance, life insurance, Flex Leave, other leaves, retirement and pension system contributions, holidays, and other fringe benefits as they now exist or hereafter may be amended, shall also apply to the EMPLOYEE. The EMPLOYEE shall comply with the conditions attendant to coverage by the County's employee benefit plans and shall comply with and be entitled to benefits only in accordance with the terms and conditions of such plans as they may be amended from time to time.

4. Performance Evaluation.

The Board shall review and evaluate the performance of the EMPLOYEE at least twice annually, generally to occur in June and December. The Board and the EMPLOYEE shall annually define the goals and performance objectives which they determine are necessary for the proper operation of the County and to attain the Board's policy objectives. The EMPLOYEE may utilize the services of a facilitator for this process upon request submitted to the Board Chair. The goals and performance objectives shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided.

5. Hours of Work.

The position of County Manager is a full-time assignment and the EMPLOYEE is expected to be regularly present at their work location during normal business hours in accordance with County policies. The EMPLOYEE agrees and understands that the position of County Manager requires attendance at evening meetings, weekend meetings, and hours of work in excess of forty (40) hours per week, and therefore it is understood that additional compensation and compensatory leave shall not be provided or allowed for such additional expenditures of time.

6. Access to Records/Audits.

The County shall have full access to all records relating to the performance of this Agreement. Such records shall be made available for audit or inspection at any time upon request of the County or its authorized representative and are the sole property of the County.

7. Termination and Resignation.

- A. Termination.** Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Board to terminate this Agreement at any time and without notice, or to immediately suspend the EMPLOYEE's authority and responsibilities.
- B. Resignation.** Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the EMPLOYEE to resign at any time by providing thirty (30) days written notice of such resignation to the Board Chair unless waived or shortened in writing by the Board.
- C. Termination Allowance.** In the event the Board terminates this Agreement during the first six (6) months, or the EMPLOYEE resigns at the request of the Board during the first six (6) months, the EMPLOYEE shall receive no separation pay or compensation other than the following: (1) salary and benefits earned for days worked up to the effective date of the termination; and (2) payment of the value of all accumulated unused Flex Leave, subject to the County's policies and procedures governing entitlement to payment of the value of accumulated unused Flex Leave upon termination.
- D.** If the Board terminates this Agreement after the first six (6) months and during the first year of employment, the EMPLOYEE shall receive no separation pay or compensation other than the following: (1) separation pay equivalent to four (4) weeks' salary; (2) salary and benefits earned for days worked up to the effective date of the termination; (3) payment of the value of all accumulated unused Flex Leave, subject to the County's policies and procedures governing entitlement to payment of the value of accumulated unused Flex Leave upon termination.

If the EMPLOYEE voluntarily resigns, the EMPLOYEE shall receive no separation pay or compensation other than the following: (1) salary and benefits earned for days worked up to the effective date of the termination; and (2) payment of the value of all accumulated Flex Leave, subject to the County's policies and procedures governing entitlement to payment of the value of accumulated unused Flex Leave upon termination.

If the Board terminates this Agreement after the first year of employment, the EMPLOYEE shall receive (1) separation pay equivalent to six (6) months' salary; (2) salary and benefits earned for days worked up to the effective date of the termination; (3) payment of the value of all accumulated unused Flex Leave, subject to the County's policies and procedures governing entitlement to payment of the value of accumulated unused Flex Leave upon termination.

Denial of Termination and Severance Allowance. The County will not pay and the EMPLOYEE is not entitled to receive any termination allowance provided for in paragraph C of this Section 12, other than salary and benefits earned for days worked up to the effective date of termination, if the EMPLOYEE is terminated for: (1) misconduct in office; or (2) conviction of a felony or gross misdemeanor offense or a misdemeanor offense involving moral turpitude; or (3) engaging in conduct that in the good faith judgment of the Board constitutes fraud or misrepresentation.

Acts constituting misconduct in office include, but are not limited to, failure or neglect by the EMPLOYEE to perform the duties and responsibilities of their position; failure of the EMPLOYEE

to follow directives given to them by the Board; failure of the EMPLOYEE to devote their full-time and best efforts to the County's business and affairs; failure of the EMPLOYEE to fully cooperate in any investigation by the County; misappropriation of County funds or property; securing or attempting to secure any personal benefit in connection with any transaction entered into on behalf of the County; any violation of law or regulations on County premises or to which the County is subject; any breach of this Agreement or County policies or rules; and any other act that in the good faith judgment of the Board constitutes misconduct.

8. Use and Return of County Property.

The EMPLOYEE recognizes and agrees that all property provided by the County to the EMPLOYEE shall be and remain the property of County. The EMPLOYEE will preserve and use County property only for the benefit of County and to carry out the business of the County. When the EMPLOYEE's employment ends, the EMPLOYEE will immediately deliver to the County all County property that the EMPLOYEE has in their possession or control.

9. Conflict of Interest.

The EMPLOYEE shall not engage in any outside employment, business endeavors or professional activities which could be in conflict, directly or indirectly, with their employment as County Manager or with the interests of the County. Performing part-time teaching during non-business hours at a college or university is not a violation of this provision if those activities do not interfere with the ability of the EMPLOYEE to carry out the duties of County Manager. The EMPLOYEE shall not be involved in any endeavor that could create the appearance of a conflict of interest with their position of County Manager or with the County without prior consultation with and written approval of the Board.

10. Waiver.

The waiver of any of the rights and/or remedies arising under the terms of this Agreement on any occasion by either party shall not constitute a waiver of any rights and/or remedies in respect to any subsequent breach or default of the terms of this Agreement. The rights and remedies provided or referred to under the terms of this Agreement are cumulative and not mutually exclusive.

11. Non-Assignability.

The EMPLOYEE shall not assign any interest in this Agreement and shall not transfer any interest in the same, whether by subcontract or assignment, without the prior written consent of the County.

12. Interpretation According to Minnesota Law.

This Agreement shall be interpreted and construed according to the laws of the State of Minnesota.

13. Merger and Modification.

- A. It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes any prior written agreement between the parties and all oral agreements and negotiations between the parties relating to the subject matter hereof. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.
- B. Any material alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing and signed by the parties hereto.

14. Severability.

If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of this Agreement or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

Approved as to form:	DAKOTA COUNTY
_____ Assistant County Attorney/Date	_____ Joe Atkins Chair, Board of Commissioners
Approved by Dakota County Board Resolution No. _____. Contract No. _____	Date of Signature: _____

EMPLOYEE / County Manager
_____ Heidi Welsch
Date of Signature: _____

Exhibit A

Dakota County Manager Statement of Responsibilities

1. Serves as the chief executive officer of Dakota County with responsibilities to hire and fire employees, execute ordinances and resolutions of the county board, make purchases, and prepare an annual budget, as provided in Minn. Stat. §§375A.03 and 383D.76.
2. Participates with the County Board in the creation of the vision and strategic plan for Dakota County.
3. Provides direction to the Deputy County Manager and Division Heads in developing policy recommendations and programs and in clarifying and delegating County Board directives and policies.
4. Provides recommendations and day-to-day assistance to the County Board and Board committees in the development and evaluation of policies and programs for the County.
5. Provides management and leadership direction to the County by evaluating current operations and developing new plans and programs.
6. Prepares, recommends and presents the annual budget to the County Board and manages and administers the budget throughout the year.
7. Promotes a motivated workforce that demonstrates professionalism and competence.
8. Promotes a respectful workplace that values inclusiveness and excellence.
9. Provides day-to-day assistance and management direction to County departments and programs through program review, fiscal control and administrative overview.
10. Oversees and administers the development of the County's legislative platform.
11. Maintains effective working relationships with intergovernmental partners, the business community, and other agencies that work with Dakota County
12. Performs other duties and exercises other responsibilities as may be necessary and appropriate to the head of County administration.



Board of Commissioners

Request for Board Action

Item Number: DC-3635	Agenda #: 3.1	Meeting Date: 7/23/2024
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Adjournment