

AGREEMENT FOR EMPLOYMENT OF COUNTY MANAGER

This Agreement for Employment of County Manager (“Agreement”) is made and entered into this 1st of September 2024 by and between the County of Ramsey, State of Minnesota (hereinafter “Employer”) and Ling Becker (hereinafter “Employee”).

WHEREAS, Employer desires to employ the services of Ling Becker, as County Manager as provided in Chapter 3 of the Ramsey County Home Rule Charter; and

WHEREAS, it is the desire of the Ramsey County Board of Commissioners (“Board”), to provide certain benefits, to establish certain conditions of employment, and to set working conditions of Employee; and

WHEREAS, Employee is currently employed by Employer as the Director of Workforce Solutions; and

WHEREAS, Employee desires to accept employment as County Manager of Ramsey County and resign from her current position as Director of Workforce Solutions;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1: Duties

- A. Employer hereby agrees to employ Ling Becker, as County Manager to perform functions and duties specified in Chapter 3 of the Ramsey County Home Rule Charter and to perform those responsibilities that are commonly assigned to a County Manager in Minnesota. Employee shall perform such other legally permissible and proper duties and functions as the Board shall from time-to-time assign.

Section 2: Term

- A. The Employee’s employment term will commence on September 1, 2024, and shall continue until August 31, 2025 (“Term”), unless terminated earlier as provided in this Agreement. Employee agrees to remain in the exclusive employ of Employer and shall not accept other employment nor become employed by any other employer during the term of this Agreement or any subsequent extended term.
- B. In the event written notice is not given by either party to this Agreement to the other, 90 days prior to the termination date, this Agreement shall be extended on the same terms and conditions for an additional period of one year (“Extended Term”). This Agreement shall continue for an additional one-year period unless either party hereto gives 90 days’ written notice to the other party that the party does not wish to extend this Agreement prior to each one-year anniversary.

- C. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Board to terminate the services of Employee at any time, as provided for in Section 3.01. B. of the Ramsey County Home Rule Charter, subject only to the provisions set forth in Section 3 of this Agreement. The Employee's employment with Employer is intended to be "at will" and shall be subject to cessation, with or without cause, at any time, subject only to the obligations set forth in this Agreement.
- D. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Employee to resign at any time from his/her position with Employer, subject only to the provision set forth in Section 4. A. of this Agreement.

Section 3: Termination and Severance Pay

- A. In the event Employee is terminated without cause by the Board before the expiration of the aforesaid Term of employment or any Extended Term and during such time that Employee is willing and able to perform his/her duties under this Agreement and Employee delivers to the Board, and does not revoke, the full release agreement ("Release Agreement") in a form prepared by the Ramsey County Attorney's Office, then in that event Employer agrees to pay Employee a lump sum cash payment equal to six months' aggregate salary, and shall continue County's contribution for medical, dental, and life insurance for six months. Employee shall also be compensated for all earned sick leave, vacation, holidays, and other accrued benefits to date, consistent with the benefits policies that apply to non-union employees.
- B. In the event the Employee is terminated for cause, Employer shall have no obligation to pay the aggregate severance sum designated in Section 3.A. of this Agreement.
- C. Termination for cause shall include but is not limited to: 1) Failure of Employee to observe or perform any of his/her duties and obligations, if that failure continues for a period of forty-five (45) calendar days from the date of his/her receipt of notice from the Board specifying the acts or omissions deemed to amount to that failure; 2) Any acts of dishonesty fraud, misrepresentation or other acts of moral turpitude; 3) Any acts or conduct that might reasonably be considered to be immoral, deceptive, scandalous or obscure or that injures, tarnishes or otherwise negatively affects the reputation and good will associated with Ramsey County or Employee's reputation as County Manager; 4) A conviction of any felony (including *Alford plea* or *nolo contendere*) or a conviction of any other crime involving moral turpitude, fraud, or dishonesty; 5) Repeated failure to carry out a directive or directives of the Board, if that failure continues for a period of 30 calendar days after receiving written notice from the Board specifying the acts or omissions deemed to amount to that failure; 6) Willful violations of Employer policies of a serious nature, including as example Employer's Sexual Harassment policy. If a court or arbitrator determines there was no Cause, Employee shall only receive the severance pay provided in Section 3.A. of this Agreement but no other damages, litigation costs or expenses or attorneys' fees.
- D. The Employee's employment hereunder shall terminate automatically upon the Employee's death during the employment Term, including Extended Terms. Employee's estate shall

receive accrued base salary, vacation pay and other accrued benefits allowances and unused benefits according to their applicable terms but shall not be entitled to any severance pay.

- E. In the event the Employee becomes mentally or physically incapable of performing the County Manager functions and duties taking into account reasonable accommodations, and it reasonably appears as determined by the Board such incapacity will last for more than three (3) months, the Board may terminate the Employee. If the Board does elect to terminate the Employee due to incapacity, the employee shall be eligible to receive all severance benefits provided in Section 3. A. of this Agreement. The parties agree that nothing in this Paragraph shall prevent, limit, or otherwise interfere with the right of the Board to terminate the services of Employee at any time, as provided for in Section 3.01. B. of the Ramsey County Home Rule Charter.
- F. As an internal promotion to an unclassified appointment, the Employee waives any rights to their previous position in the event the Employee is terminated or resigns the position. Employees in the unclassified service have no right to a grievance appeal from discharge or other disciplinary action under Minn Stat. 383A.281 through 383A.301.

Section 4: Resignation

- A. In the event Employee voluntarily resigns his/her position with Employer before expiration of the aforesaid term of his/her employment, then Employee shall give Employer 60 days' notice in advance, unless the parties agree otherwise. Employer shall not be obligated to pay any severance amounts or continue any benefits in the event Employee voluntarily resigns from his/her employment. At its sole discretion, the Board may authorize severance pay in the event of resignation.

Section 5: Salary

- A. Employer agrees to pay Employee an annual base salary of \$250,000 (\$120.192307/hour), payable in installments at the same time as the other management employees of the Employer are paid. In addition, Employer agrees to increase the salary of Employee in such amounts and to such extent as the Board may determine that it is desirable to do so on the basis of an annual salary review of Employee.

Section 6: Performance Evaluation

- A. The Board shall conduct an initial employee evaluation at the end of the first six (6) months of the Term (on or near March 1, 2025). The Board shall review and evaluate the performance of the Employee at least once annually. Said review and evaluation shall be in accordance with specific criteria developed jointly by Employer and Employee. Criteria may be added to or deleted from as the Board may from time-to-time determine in consultation with the Employee. Further, the Board Chair shall provide the Employee with a summary written statement of the Board's findings in the review and evaluation and provide an adequate opportunity for the Employee to discuss his/her evaluation with the Board.

- B. Annually, the Board and Employee shall define goals and performance objectives that they determine necessary for the proper operation of Ramsey County and in the attainment of the Board's policy objectives and shall further establish a relative priority among those various goals and objectives. Goals and objectives will be reduced to writing. They shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided.
- C. In effecting the provisions of this Section, the Board and Employee mutually agree to abide by the provisions of applicable law.

Section 7: Hours of Work

- A. It is specifically understood that although Employee is a salaried employee, he/she shall generally be in attendance at work during normal business hours, except as provided by this Agreement or arranged with the Chair of the Ramsey County Board of Commissioners. Employee is expected to devote necessary time outside of normal office hours to the business of the Employer, including but not limited to periodically attending meetings after business hours as necessary for the benefit of the County.

Section 8: Outside Activities

- A. Employee agrees to devote their productive time, ability, and attention to the Employer's business during the Term or any Extended Term of this Agreement. Employee may, undertake limited outside consultation, teaching, and other professional activities, so long as such activities do not in any way interfere with or adversely affect the Employee's full-time employment with Employer or performance of Employee's duties provided in the Agreement or Ramsey County Home Rule Charter. Employee shall not spend more than ten (10) hours per pay period cumulatively in teaching, consulting or other non-Employer-connected business without the prior written approval of the Board. If Employee wishes to engage in other outside professional activities, (e.g. teaching, consulting, expert witness testimony, speaking or other non-county connected business for which compensation is paid) Employee shall seek and obtain prior written consent of the Board. Employee will take personal leave time for all such outside activities of this nature should such activities interfere with Employee's regular work hours or duties.

Section 9: Automobile Use

- A. Employee agrees to provide a reasonably suitable vehicle for his/her use on County business. All costs of providing and operating that personal vehicle, including but not limited to fuel, maintenance and insurance shall be paid by the Employee. Employee shall be reimbursed for mileage for use of his/her own vehicle for County business at the rate set from time-to-time for all County employees.

Section 10: Vacation and Sick Leave

- A. Employee shall accrue, and have credited to his/her personal account, vacation leave at the rate of twenty-five (25) days per year and sick leave at the rate accrued by non-union employees. Vacation may be accumulated to a maximum of three times the annual vacation earning rate of the employee.

Section 11: Disability, Health, Dental, and Life Insurance

- A. Employee shall be entitled to the same health, dental, life, and long-term disability benefits provided to non-union employees.

Section 12: Dues and Subscriptions

- A. Employer agrees to pay for professional dues and subscriptions of the Employee necessary for furtherance of the work of Ramsey County such as ICMA, MACA, NACo or other County Manager memberships.

Section 13: Indemnification

- A. Consistent with and subject to the limitations in the law, Employer shall defend and indemnify Employee pursuant to Minn. Stat. Sections 466.07 and 465.76. In addition, Employer shall defend, hold harmless, and indemnify Employee from all torts, civil damages, penalties, and fines, violations of statutes, laws, rules, and ordinances, provided the Employee was acting in good faith within the scope of duties of the position.

Section 14: Other Terms and Conditions of Employment

- A. The Board, in consultation with the County Manager, shall fix any such other terms and conditions of employment, as it may determine from time-to-time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Ramsey County Charter or any other law.
- B. All provisions of the Ramsey County Charter and Administrative Code, and regulation and rules of the Employer relating to vacation and sick leave, retirement and pension system contribution, holidays, and other benefits working conditions as they now exist or hereafter may be amended, also shall apply to Employee as they would to other non-union employees of Employer, in addition to said benefits enumerated specifically for the benefit of Employee.

Section 15: No Reduction of Benefits

- A. Employer shall not at any time during the term of this Agreement reduce the salary, compensation, or other financial benefits of Employee, except to the degree of such a reduction across-the-county for all non-union employees of the Employer.

Section 16: Notices

- A. Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follow:

(1) EMPLOYER: Chair, Ramsey County Board of Commissioners
15 Kellogg Boulevard, Room 220
St. Paul, MN 55102

(2) EMPLOYEE: Ling Becker, Ramsey County Manager
15 West Kellogg Boulevard, Room 250
Saint Paul, MN 55102

or

Employee's home address on file with the County's Human Resource Department.

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 17: General Provisions

- A. The text herein shall constitute the entire agreement between the parties, and supersedes any and all other writings, documents, correspondence, agreements or understandings, either oral or in writing, between the parties hereto with respect to the employment of Employee as the County Manager. Each party to this Agreement acknowledges that no representation, inducement, promises, or agreements, orally or otherwise have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding on either party.
- B. This Agreement shall be binding upon the inure to the benefit of the heirs at law and executors of Employee.
- C. This Agreement shall be governed by the laws of the State of Minnesota. The venue for any and all litigation arising from this Agreement shall be in the 2nd Judicial District (Ramsey County, Minnesota) or federal courts located in Ramsey County, Minnesota.
- D. Each party acknowledges that, in executing this Agreement, such party has had the opportunity to seek the advice of independent legal counsel and has read and understood all of the terms and provisions of this Agreement. This Agreement shall not be construed against any party by reason of the drafting or preparation hereof.
- E. This Agreement may be modified or amended, or any of its provisions waived, only by a subsequent written agreement executed by each of the parties. The parties agree that this

requirement for written modifications cannot be waived, and any attempted waiver shall be void.

- F. If any provision, or any portion thereof, contained in this Agreement is held 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.

(Intentionally left blank)

On Behalf of EMPLOYER



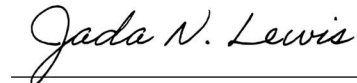
Victoria Reinhardt, Chair
Ramsey County Board of Commissioners

ATTEST:



Mee Cheng, Chief Clerk – County Board

APPROVED AS TO FORM



Civil Division Director

EMPLOYEE



Ling Becker