



Scott O. Arneson  
County Administrator  
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509 West 5<sup>th</sup> Street  
Red Wing, MN 55066

To: Goodhue County Board of Commissioners

Date: October 9, 2024

Re: Interim Planning & Zoning/LUM Director Agreement

In light of Sam Pierret's recent resignation, we have contacted Megan Smith from Every River LLC, Land Use Consulting & Development, to provide support during the interim period until a replacement is secured. Ms. Smith is the former Director of Planning and Community Development for the City of Lake City and brings a wealth of experience in helping clients navigate complex governmental regulations.

Attached for your review is the proposed contract with Every River LLC, Land Use Consulting & Development, at a rate of \$75/hour. Staff recommends approval.

AGREEMENT FOR CONSULTING SERVICES  
PLANNING & ZONING ADMINISTRATOR &  
DIRECTOR OF LAND USE MANAGEMENT

THIS AGREEMENT, made and entered into this 15<sup>th</sup> day of October, 2024, by and between GOODHUE COUNTY, a Minnesota municipal corporation ("County"), and Megan Smith ("Consultant").

WHEREAS, the position of Planning & Zoning Administrator will be vacant effective November 7, 2024; and

WHEREAS, the position of Interim Director of Land Use Management will be vacant effective November 7, 2024; and

NOW THEREFORE, be it agreed between the Employer and Consultant as follows:

1. INTERIM PLANNING & ZONING ADMINISTRATOR. The Consultant will serve as the Interim Planning & Zoning Administrator for a temporary period of three months or until a Planning & Zoning Administrator is hired or until terminated pursuant to Section 8 of this Agreement.
2. INTERIM DIRECTOR OF LAND USE MANAGEMENT. The Consultant will serve as the Interim Director of Land Use Management for a temporary period effective November 1, 2024, until the new Director of Land Use Management is hired or until terminated pursuant to Section 8 of this Agreement.
3. TERM. The term of this Agreement will begin on November 1, 2024, and will continue until the new Director of Land Use Management and the Planning & Zoning Administrator is hired and begins employment with Goodhue County or until the agreement is terminated pursuant to section #8 of this agreement.
4. SALARY AND HOURS. County will pay Consultant an hourly rate of \$75.00 starting on November 1, 2024, payable in bi-weekly installments. Consultant

will work approximately 80 hours per two-week period and invoice the county for hours worked. Any hours over 80 in a two-week period need to be approved by the County Administrator. The County Administrator must be notified if the Consultant is unavailable for any extended period of time such as a vacation. Contractor will provide the county with a W9 and the county will provide the contractor with a 1099.

5. DUTIES. The duties of the Consultant shall be those of the Planning & Zoning Administrator of Goodhue County and the Director of Land Use Management of Goodhue County as contained in the respective job descriptions, which are attached hereto and incorporated herein, and such other duties as assigned by the County Administrator.
6. CELL PHONE REIMBURSEMENT. Consultant will receive a monthly cellular telephone allowance of THIRTY-FIVE DOLLARS (\$35). This amount will be included in the Consultant's regular paycheck. Consultant must comply with the Goodhue County cell phone policy.
7. MILEAGE. Upon agreement of the County administrator, Consultant may receive mileage reimbursement at the current County reimbursement rate for necessary use of Consultant's personal vehicle in the performance of services under this agreement.
8. CONSULTANT NOT AN EMPLOYEE. That at all times and for all purposes hereunder, Consultant shall be an independent consultant and is not an employee of the County for any purpose. Consultant shall not be entitled to any of the rights, privileges, or benefits of employees of Goodhue County, including but not limited to worker's compensation, health, life and other insurance benefits.
  - a. Consultant shall at all times be free to exercise initiative, judgement and discretion as to how best perform or provide services under this agreement.

b. Consultant shall, at all times while performing services under this agreement, maintain appropriate automobile liability and professional liability insurance.

9. TERMINATION. This Agreement may be terminated at any time, for any reason, by either party upon 45 days written notice to the other party of such termination. This Agreement may be terminated at any time by either party upon either the party failing to abide by the terms of this Agreement or upon a material breach of the personal and professional rules enumerated in part in the Goodhue County Personnel Policy Chapters 1, 3, 8, 9, 11 and 15 as well as articles 5.2 and 5.3 which will be provided to you on November 1, 2024.

#### 10. GENERAL PROVISIONS.

- a. Entire Agreement. This Agreement contains the entire understandings of the parties hereto. It may not be changed orally, but only upon an agreement in writing signed by the Consultant and the County Administrator of Goodhue County.
- b. Binding Effect. The terms and conditions of this Agreement are to apply to and bind the heirs, executors, administrators, successors and assigns of the respective parties. The Consultant shall not assign the duties or benefits of this Agreement without prior written approval of the County.
- c. Severability. 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, is deemed severable and will not be affected and will remain in full force and effect.
- d. Governing Law. This Agreement will be construed and enforced in accordance with Minnesota law. The parties agree any litigation arising out of this Agreement will be venued in Goodhue County District Court in Red Wing, Minnesota, and the parties waive any objection to venue or personal jurisdiction.

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IN WITNESS WHEREOF, County has caused this Agreement to be signed and executed on its behalf by its County Board Chair and County Administrator.

\_\_\_\_\_  
Todd Greseth, County Board Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Scott O. Arneson, County Administrator

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Megan Smith

10/11/24  
Date