

TODD COUNTY BOARD OF COMMISSIONERS

Work Session Agenda

Date: **August 25th 2015**

Time: **Approximately 10:00 a.m. or immediately following HHS meeting**

Meeting to be held at the Historic Courthouse 215 1st Avenue So, Long Prairie, Minnesota

Item #		Approx. Time
1	Call to Order	10:00 a.m.
2	SWCD - Tim Review SWCD -BOC Agreement Vehicle plan for Division Discuss loaning of water monitoring equipment	10:02 a.m.
3	Budgets - All Departments Budgets to be reviewed by Co Board Questions or concerns - Dept Heads may be called in to answer or explain budget increases.	10:15 a.m.

Standing Reports

Adjourn

The County Board Meeting will begin promptly at the prescribed time. The County Board reserves the right to alter the order of the agenda items and the amount of time allowed for an item based on business needs.

**SERVICE AGREEMENT BETWEEN:
THE COUNTY OF TODD AND THE TODD SOIL AND WATER CONSERVATION
DISTRICT**

THIS AGREEMENT, made and entered into this ____ day of _____, 201~~5~~⁶, by and between the COUNTY of TODD (hereinafter “County”), a political subdivision of the State of Minnesota, and the TODD SOIL AND WATER CONSERVATION DISTRICT, a political subdivision of the State of Minnesota (hereinafter “SWCD”), the effective date of this Agreement shall be January 1, 201~~6~~², WITNESSETH:

WHEREAS, The County is a duly organized and existing political subdivision of the State of Minnesota, and,

WHEREAS, SWCD is a Soil and Water Conservation District organized and operating in accordance with Minnesota Statutes Chapter 103C, and,

WHEREAS, The parties hereto are authorized and empowered by M.S. 375.18 and M.S. 103C.231 to enter into cooperative agreements for the purpose of the powers of each of the parties hereto, and,

WHEREAS, SWCD desires to concentrate its time, energy and effort on the establishment and management of conservation practices and on stewardship promotion and conservation education, and,

WHEREAS, The County has, or will have, available the personnel, office space and equipment necessary to provide all administrative, personnel, financial management and other operational functions necessary to carry out the duties and programs of the SWCD;

NOW THEREFORE, It is agreed by and between the parties hereto as follows:

1. DIVISION NAME: The SWCD will be part of the Division referred to as Soil, Water Conservation and Development with [two separate departments maintaining their identity-: Todd Soil Water Conservation District and Todd County Planning and Zoning.](#) -

2. RECITALS: The recitals set forth in the whereas clauses are incorporated by reference as if fully set forth herein.

3. DUTIES OF COUNTY: That the County shall provide without cost to the SWCD:

- a. All office space, equipment, **vehicles**, and supplies;
- b. All other office services such as telephone, copying and similar services, and;
- c. All personnel necessary to administer and operate the programs and projects of the SWCD.
- d.** All personnel shall be and remain employees of the County and under its direction and control.
- e. That the County shall retain ownership of all such equipment, supplies, and furniture acquired for the purpose of complying with this paragraph.

4. DUTIES OF SWCD: That the SWCD shall retain authority and shall be responsible for the development of natural resources conservation policy, a comprehensive natural resources conservation plan, and the approval, development, and management of conservation projects and all other powers

generally enumerated in M.S. 103C.331, except as otherwise herein specifically designated and allocated to the County.

The County hereby designates the SWCD responsibility for developing policy, writing an annual plan of work, and administering the following:

- a. Provide conservation practice technical assistance to landowners in cooperation with partnering agencies and organizations, public and private.
- b. Education programs related to land stewardship, water quality, and resource conservation;
- c. Provide input to the Soil, Water, Conservation and Development Division;
- d. Administer and oversee state grants related to natural resources conservation;
- e. Appoint one (1) SWCD supervisor advisor to the Board of Adjustment and Planning Commission.

5. EQUIPMENT: All equipment, vehicles and property of the SWCD shall become the property of Todd County.

6. SWCD BUDGET

- a. Project/Grant Funds: The SWCD shall retain the control, management and approval authority for all funds for conservation projects and practices including, by example, the receipt and disbursement of State grant funds, the receipt, disbursement and collection of loan funds, and any other funds specifically and directly related to a conservation practice. The SWCD shall maintain SWCD administrative and project funds in segregated accounts.
- b. Administrative Funds. The SWCD shall retain the control, management and approval authority for all general, discretionary and administrative funds received by it.
- c. Operating Budget: No later than October 31 of each year, the SWCD Board shall meet with the Todd County Board of Commissioners with a proposed budget for the following year.

7 LIABILITY: Nothing in the agreement shall obligate or cause either party to incur any liability as the result of the actions of the other party as to any specific duty or responsibility assumed or retained hereunder. The County shall not incur any liability by reason of any action taken by SWCD under the authority retained under Section 3. SWCD shall not incur any liability by reason of any action taken by the County under Sections 2 and 3.

The County Attorney shall represent SWCD in matters brought against SWCD. If Todd SWCD takes legal action against the county or county board they must use outside legal counsel since the County Attorney also represents the county.

8. LIAISON COMMITTEE AND ~~TWICE~~ ANNUAL MEETING: That there shall be established a natural resources and land use liaison committee consisting of two members of the County Board of Commissioners and two members of the Soil and Water Conservation District Board of Supervisors. The County Administrator and Soil, Water, Conservation and Development Director or their assigns shall serve as non-voting advisory members. This committee shall serve as the liaison and personnel committee for the ~~SWCD Division. (need to discuss county personnel committee)~~ Said committee shall meet upon the request of its members for purposes of program and policy review and to assist the Director with personnel decisions and matters of concern affecting the agreement. At least annually, prior to June 1 of each year, said committee shall meet for the purpose of reviewing the effectiveness of

this agreement, discussing budgets, and making a recommendation to their respective Boards as to the desirability of continuing the agreement. ~~Twice annually, in October and March, the entire Todd County Board of Commissioners and the SWCD Board will meet in joint session to discuss natural resources and land use policy and to review the department's work plans between 6 and 18 months out. At least once per year, preferably in February, the entire Todd County Board of Commissioners and the Soil and Water Conservation District Board will meet in joint session to discuss SWCD's accomplishments for the past year and its work plan for the coming year. Other agenda items for the meeting may also be submitted one week prior to the meeting to allow proper public notice and preparation of board members for the meeting.~~

9. EMPLOYEES:

a. Hiring

- i. the Director of the Soil, Water, Conservation and Development Division shall be appointed by the Todd County Board of Commissioners, in accordance with Todd County Personnel Policy with the agreement of the SWCD Board of Supervisors. The liaison committee shall serve as the interview and recommendation committee for the hire of the Director.
- ii. staff positions shall be appointed in accordance with the Todd County Personnel Policy at the recommendation of the liaison committee. If the County Administrator refuses to appoint a position at the recommendation of the liaison committee, the matter is immediately forwarded to the County Board for potential overturn.

b. Management of Division Director

- i. ~~will be all employees are~~ under the day to day management and control of the Todd County ~~Board Administrator~~ and/or their designee. This includes all performance management, discipline or other management activities. Termination of the director requires agreement by both Boards.

c. Performance evaluation

- i. performance evaluations will be conducted in accordance with Todd County Policy. The SWCD Board shall be offered the opportunity to comment on the performance evaluation of staff. The SWCD Board shall be allowed the opportunity to hold an independent evaluation of the Director, the inclusion of said performance evaluation in the personnel file is at the discretion of the County Administrator.

10. CHAIN OF COMMAND: The SWCD Board and the Todd County Board of Commissioners recognizes that there is potential for miscommunication given the relationship between two elected Boards and the accountability of the Director. In recognition of that, both Boards agree to abide by a strict chain of command for all performance and management issues, which goes through the County Administrator or the liaison committee in the absence of a County Administrator. Adherence to this chain of command will help to ensure a positive and smooth operation and collaboration.

11. EFFECTIVE DATE: CONTINUING EFFECT: This agreement shall be effective on the date set forth in the first paragraph of this Agreement and shall continue thereafter, from year to year, unless specifically terminated by either of the parties to this agreement to the other.

12. ALTERNATIVE DISPUTE RESOLUTION: In the event there is a dispute that arises from this agreement and the collaborative operation of the departments, before engaging in termination, the

parties agree to engage in alternative dispute resolution in accordance with county HR policy attachment A to this agreement. (Do not know what this attachment is?)

13. TERMINATION: This agreement shall terminate with either party giving 60 days written notice to the other party of their desire to terminate the agreement prior to July 1 of any year of this agreement or of any extension thereof.

14. AMENDMENTS: Any amendments, deletions, or waivers of the provisions of this agreement shall be valid only when reduced to writing and signed by the parties.

15. SWCD FUNDS: When the SWCD has balanced all of its accounts payable and receivable the SWCD will provide the remaining funds to the County to be held in a trustee fund. The SWCD Board of Supervisors shall have authority over said funds.

~~16. COMPENSATED ABSENCES: The SWCD Board shall make payment to the County at the current SWCD pay rates for compensated absences accrued by employees with more than 30 years of service to the SWCD in accordance with the SWCD Personnel Policy. Todd County shall credit all employees of the SWCD with an amount of sick and vacation hours commensurate with their accruals with the SWCD upon their appointment, and with the approval of bargaining units if applicable.~~

16.7. ENTIRE AGREEMENT: This agreement shall constitute the entire agreement of the parties and shall supersede all oral and any prior agreements and negotiation between the parties relating to the subject matter herein.

COUNTY OF TODD

BY _____
Chairman, Todd County Board of Commissioners

ATTEST _____ DATE _____
Todd County ~~Auditor - Treasurer~~ Administrator

TODD COUNTY SOIL AND WATER CONSERVATION DISTRICT

BY _____
Chairman, Todd Soil and Water Conservation District Board

ATTEST _____ DATE _____
Secretary, Todd County SWCD

Providing Vehicles For Soil and Water Conservation and Development Division

SWCD and Planning and Zoning

Background

Currently the SWCD Division has nine full time staff positions with seven considered technical with some field responsibility. The Director also goes out into the field for Planning and Zoning activities several times per month. Total site visits to landowners by staff exceeds 1500 visits most years with 30 to 35,000 miles driven by staff (32,742 miles in 2014 with less staff). Currently the division has five vehicles. Several are old and have high mileage. When the division was formed in 2012 there wasn't a plan in place for vehicle replacement. Three vehicles from SWCD were rolled into county ownership whereby repairs, gas, and insurance are covered by the county. The need for its own vehicles for SWCD division was recognized at the time of merger and holds true currently since staff "respond" to landowner and contractor needs daily or are coordinating with multiple partners – making vehicle scheduling difficult in advance.

SWCD Division Vehicles (April 2015 mileage)

Year	Use*	Description	Miles	Notes
2004	P&Z	Ford Ranger - Small truck 4x4	84, 236	Purchased in spring of 2015
2000	P&Z	Chevy Small truck 4x4 #8	165,993	Getting up in age
2000	SWCD	Chevy Car #22	144,801	Has had some mechanical issues
2001	SWCD	GMC Truck – 4x4 full size #23	159,776	Workhorse for SWCD – good for 2-3 years at best
2008	SWCD	Dodge –Van #24	62,261	Some mechanical issues but runs well

*Primary use of vehicle – some use of SWCD van by P&Z does occur.

Replacement Plan

	2015	2016	2017	2018	2019	2020	2021	
P&Z 1996 Ranger Replaced	\$9,200							
Budget Income in 605 Fund		10000	10000	10000	10000	10000	10000	60,000
2000 Chevy Car		8000						8000
Replace 2000 S-10			10000					10000
Replace GMC 2001				20000				20000
					none			0
2004 Ford Ranger						10000		10000
Replace Van							12000	12000
								60000

Yellow – share with assessors office for 6 months, blue – primary P&Z, green primary SWCD

Plan Details

1. Establish line item in 605 fund, budget for 10,000k per year through 2021. If funding gets ahead of projected then modify the amount budgeted.
2. If vehicle in fleet fails or needs major repair – replace the vehicle using these funds. Do not replace before it is needed. Evaluate need for type of vehicle before each purchase.
3. By end of 2016 two vehicles would be shared with assessors office – reducing pressure on motor pool.
4. Currently at least one vehicle is used throughout the division – SWCD van.
5. If inadequate funds are in 605 at the time they are needed– motor pool funds could be used.
6. Insurance and ownership would remain the same – under the county – for the reasons discussed previously.

Water Quality Monitoring Equipment Use Agreement

Water quality monitoring equipment have been provided for the use of collecting field data for Todd County Lake Associations. The monitoring equipment will be used only by trained Lake Association members . Use and agreement are as follows:

Devices provided are the property of Todd County. Any updates and/or changes to the device will be made by Todd County SWCD or under the direction of Todd County SWCD.

Care of the device is the responsibility of the end user. If devices are damaged, lost or stolen, users must report as soon as possible to Todd County SWCD for repair and/or replacement.

Use of the monitoring equipment is strictly for the collection of water quality data. Personal use of the device is prohibited. If additional applications are found to be useful for fieldwork, approval must be obtained prior through Todd County SWCD.

Data collected will be used to support SWCD grant work YES / NO

If data is not being collected for a specific grant it is the responsibility of the Lake Association to manage, store and process results. Todd County SWCD will assume no liability associated with results taken outside of grant periods specifically identified in this agreement.

Receipt and Acknowledgement:

- 1. **Receipt.** By my signature below, I acknowledge receipt of the above described equipment.
- 2. **Ownership.** I understand that the equipment is the property of Todd County, and that the equipment and is being issued to me for use is temporary.
- 3. **Return of Equipment.** I agree to return the equipment to Todd County in good working condition, with reasonable wear and tear accepted at the end of the sampling period or upon request.

4. **Security; Risk of Loss; Care of Equipment.** I understand that it is my responsibility to use reasonable care in use of the mobile device, and will report any lost, stolen or damaged to the device immediately to Todd County SWCDD.

5. **Permissible Use of Equipment.** I understand that Todd County has purchased this equipment through grant funds for the sole purpose of collecting field data. I understand personal use of the device is prohibited.

4. **The Lake Association will hold the County harmless against all liability arising out of the Associations use of monitoring equipment and the results generated.**

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Recipient Name

Date

Asset: YSI Incorporated 650 MDS Multi Parameter Water Quality Monitor

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~~Grant Period: None~~