

Tuesday, August 3, 2021

9:45 AM

or immediately following the regular board meeting

*Meeting to be held in the County Board Room
at the Historic Courthouse, 215 1st Ave S, Long Prairie, MN.*

MEETING WILL BE LIVE-STREAMED AT: [HTTPS://WWW.CO.TODD.MN.US](https://www.co.todd.mn.us)

Agenda Item #

Agenda Time:

- | | | |
|----------|---|-------|
| 1 | County/SWCD Working Agreement <i>Adam Ossefoort & Deja Anton</i> | 9:45 |
| 2 | Preliminary 2022 Budget and 2022 Levy Discussion <i>Finance Committee</i> | 10:00 |

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

THIS AGREEMENT, made and entered into this ____ day of _____, 2021~~15~~, 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, 2016, 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 such as Auditor/Treasurer and Human Resources, 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 to the SWCD without cost to the District-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~~ A Division Director 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 ~~factual findings 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 authorized representatives of 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 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 ~~Coordinator Administrator and~~ Soil, Water, Conservation and Development Director, and Soil and Water Conservation District Manager ~~or their assigns~~ shall serve as non-voting advisory members. This committee shall serve as the liaison and personnel committee for the SWCD. Said

committee shall meet upon the request of its members for purposes of program and policy review and to assist the Director and/or Manager 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. 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 and the Manager of the Soil and Water Conservation District 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 and Manager;

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-Coordinator refuses to appoint a position at the recommendation of the liaison committee, the matter is immediately forwarded to the County Board of Commissioners for potential overturn.

b. Management of Division Director and SWCD Manager

i. will be- under the day to day management and control of the Todd County Board of Commissioners and/or their designee. This includes all performance management, discipline or other management activities. Termination of the Director and Manager 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 and Manager, the inclusion of said performance evaluation in the will be included in the employees personnel file. is at the discretion of the County Board.

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 and Manager. 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/Coordinator. 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.

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. 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 _____
Chairperson, Todd County Board of Commissioners

ATTEST _____ DATE _____
Todd County Auditor - Treasurer

TODD COUNTY SOIL AND WATER CONSERVATION DISTRICT

BY _____
Chairperson, Todd Soil and Water Conservation District Board

ATTEST _____ DATE _____
Secretary, Todd County SWCD