



# Board of County Commissioners Agenda Request

**5A**  
Agenda Item #

**Requested Meeting Date:** December 17, 2024

**Title of Item:** AIS Agreement with Aitkin SWCD

<input checked="" type="checkbox"/> REGULAR AGENDA	<b>Action Requested:</b>	<input type="checkbox"/> Direction Requested
<input type="checkbox"/> CONSENT AGENDA	<input checked="" type="checkbox"/> Approve/Deny Motion	<input type="checkbox"/> Discussion Item
<input type="checkbox"/> INFORMATION ONLY	<input type="checkbox"/> Adopt Resolution (attach draft)	<input type="checkbox"/> Hold Public Hearing* <i>*provide copy of hearing notice that was published</i>

<b>Submitted by:</b> Kathleen Ryan	<b>Department:</b> Auditor Office
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<b>Presenter (Name and Title):</b> Kathleen Ryan, CFO	<b>Estimated Time Needed:</b> 10 Minutes
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**Summary of Issue:**

Aitkin County has had an agreement with Aitkin Co. Soil and Water to pay all AIS funds received to Soil and Water. It was discovered that the Sheriff's Department historically has had an agreement with SWCD for a portion of those funds for support purposes.

The agreement attached was created to formalize the agreement between Aitkin County and Aitkin County Soil and Water and to clarify how much and how the funds will be issued to the Aitkin County Sheriff's Department. The attached agreement covers the period of January 1, 2025 through December 31, 2027.

**Alternatives, Options, Effects on Others/Comments:**

**Recommended Action/Motion:**  
Approve the agreement to be renewed every two years.

**Financial Impact:**  
 Is there a cost associated with this request?  Yes  No  
 What is the total cost, with tax and shipping? \$ appx \$271,000 yearly  
 Is this budgeted?  Yes  No *Please Explain:*  
 Aitkin Co. issues out funds received for AIS to SWCD and Aitkin County Sheriff Department.

**CONTRACT AGREEMENT FOR  
AITKIN COUNTY AQUATIC INVASIVE SPECIES PREVENTION PLAN  
SERVICES  
BY AND BETWEEN  
AITKIN COUNTY, MINNESOTA  
AND  
AITKIN COUNTY SOIL AND WATER CONSERVATION DISTRICT**

**I  
IDENTITY OF PARTIES**

The parties to this contract shall be Aitkin County, located within Aitkin County, Minnesota and hereinafter referred to as “County” and Aitkin County Soil and Water Conservation District, a subdivision of the government of the State of Minnesota with office location in Aitkin, Minnesota, hereinafter referred to as “SWCD.”

**II  
DURATION**

The County agrees to contract with the SWCD for services described in Section III below for the period commencing January 1, 2025, and continuing through December 31, 2027.

An extension to this contract may be established if funding for AIS is continued to be received by the County. This extension will be mutually approved by the County and SWCD and is dependent on continued annual AIS fund allocations from the State of Minnesota to Aitkin County, and acceptable completion of duties by the SWCD, as outlined in Section III.

**III  
DUTIES AND RESPONSIBILITIES**

This agreement provides for technical and administrative assistance to the County, provided by the SWCD, in coordinating, developing, and executing actions described in the Aitkin County Aquatic Invasive Species Prevention Plan.

**IV  
RECOMPENSE**

Funds provided by the State of Minnesota to the County are available for payment to the SWCD for staffing and project costs incurred in the execution of the AIS Invasive Species Prevention Plan. Annual payments to the SWCD to cover SWCD staff time commitments to this project shall not exceed the AIS funds received by the County annually minus \$40,000 allocated to the Aitkin County Sheriff’s Department annually (\$20,000 in July and \$20,000 in December), unless approved by the Aitkin County Board of Commissioners. Payments will be made when funds are received by the County to SWCD.

WORK PLANNING AND ACCOMPLISHMENT TRACKING

SWCD staff responsible for coordinating and/or completing work under this agreement will meet with the AIS Advisory Committee at regularly scheduled meetings to discuss work planning, next steps, and accomplishments to date. Much of the field work and public outreach called for within the Aitkin County AIS Work Plan will occur during the late spring, summer, and early fall seasons.

**VI**

GENERAL TERMS

1. Services specified in Section III of this contract may be sub-contracted to a third party by SWCD only with written approval from the AIS Advisory Committee.
2. This contract may be modified only if proposed modifications are mutually agreed by the County and SWCD.
3. This contract is subject to termination by either party providing the other party is given sixty (60) days notification of intent to terminate.
4. SWCD and the County will ensure compliance with the provisions of any Federal or State Audit Requirements.
5. SWCD and the County will ensure compliance with the provisions of any Federal, State, or local environmental regulations.

IN WITNESS, WHEREOF, the County has caused this contract to be duly executed on its behalf and the SWCD has caused the same to be duly executed on its behalf.

Aitkin County, Minnesota

Aitkin County Soil and Water Conservation District

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Board Chair

\_\_\_\_\_  
Board Chair

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_