

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

THIS AGREEMENT, Made and entered into this ____day of _____, 2009, by and between the COUNTY of CASS (hereinafter "County"), a political subdivision of the State of Minnesota, and the CASS SOIL AND WATER CONSERVATION DISTRICT, a political subdivision of the State of Minnesota (hereinafter "SWCD"), 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. 1 03C.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. RECITALS: The recitals set forth in the whereas clauses are incorporated by reference as if fully set forth herein.

2. DUTIES OF COUNTY: That the County shall provide without cost to the SWCD:
 - a. All office space, equipment, 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. All personnel shall be and remain employees of the County and under its direction and control.
 - d. That the County shall make available for lease by the Natural Resources Conservation Service such space as is necessary to fulfill their service obligation to the SWCD.
 - e. That the County shall retain ownership of all such equipment, supplies, and furniture acquired for the purpose of complying with this paragraph.

Notwithstanding the foregoing, the SWCD may employ, at its own expense and as employees of the SWCD, part-time and/or temporary employees.

3. DUTIES OF SWCD: That the SWCD shall retain authority and shall be responsible for the development of soil and water conservation policy, a comprehensive SWCD

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. Education programs related to land stewardship, water quality, and resource conservation;
- b. Provide advisory input to Environmental Services and Land Department;
- c. Appoint SWCD representatives to the Board of Adjustment.

4. SWCD BUDGET

- a. Project 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: The SWCD shall present to the County an annual operating budget for program-related and other expenses to carry out duties listed in paragraph 3 above.

5. 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 Paragraph 3. SWCD shall not incur any liability by reason of any action taken by the County under Paragraphs 2 and 3.

6. LIAISON COMMITTEE: That there shall be established a resource conservation 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 Environmental Services Department Director or their assigns shall serve as non-voting advisory members. Said committee shall meet upon the request of its members for purposes of program and policy review. 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.

7. DIRECTOR: That the County shall not appoint an Environmental Services Director without prior consultation with the SWCD. That the SWCD shall be entitled to offer input and advice as relates to the selection of a Director, but the County shall have the final authority.

8. 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.

9. 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.

10. 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.

11. 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.

12. SIGNATURE

COUNTY OF CASS

BY _____
Chairman, Cass County Board of Commissioners

ATTEST _____
Cass County Administrator

DATE _____

CASS COUNTY SOIL AND WATER CONSERVATION DISTRICT

BY _____
Chairman, Cass Soil and Water Conservation District Board

ATTEST _____
Secretary, Cass County SWCD

DATE _____