



Board of County Commissioners Agenda Request

Agenda Item #

Requested Meeting Date:

Title of Item:

REGULAR AGENDA CONSENT AGENDA	Action Requested: Approve/Deny Motion Adopt Resolution (attach draft) Hold Public Hearing <i>*provide copy of hearing notice that was published</i>	Direction Requested Discussion Item Information Only
Submitted by:		Department:
Presenter (Name and Title):		Estimated Time Needed:
Summary of Issue:		
Alternatives, Options, Effects on Others/Comments:		
Recommended Action/Motion:		
Financial Impact: <i>Is there a cost associated with this request?</i> Yes No <i>What is the total cost, with tax and shipping? \$</i> <i>Is this budgeted?</i> Yes No <i>Please Explain:</i>		

AGREEMENT FOR AQUATIC INVASIVE SPECIES PREVENTION PLAN SERVICES BETWEEN AITKIN COUNTY AND THE AITKIN COUNTY SOIL AND WATER CONSERVATION DISTRICT

THIS AGREEMENT, made and entered into this _____ day of _____, 2026 by the County of Aitkin, a political subdivision of the state of Minnesota hereinafter "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 "SWCD."

I DURATION

This agreement shall be in force starting on the date it is approved by both parties and continue through December 31, 2027. It shall supersede the existing agreement.

II 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.

III COMPENSATION

The county shall appropriate to SWCD a portion of its allocation of the Aquatic Invasive Species (AIS) Prevention Aid paid under Minnesota Statutes §477A.19 as allowed by §477A.19Subd. 3. The amount of the appropriation of AIS funds to SWCD shall be determined by the county board through the annual budget process.

Payment shall be made within 30 days of County receipt of Aid Payment.

IV AIS ADVISORY COMMITTEE

A. Purpose

To assist County and SWCD in implementing the requirements of the AIS program, there is created an AIS Advisory Committee. The purpose of the committee is to provide policy guidance on issues related to AIS prevention. The goals of the committee are:

- 1) Review and comment on the annual AIS guidelines.
- 2) Review and comment on the annual work plan.
- 3) Coordinate and communicate with other stakeholder groups and interested parties.
- 4) Recommend an annual budget.
- 5) Review and recommend projects and requests for AIS funds.

- 6) Review and recommend proposed legislation.
- 7) Other activities related to limiting the spread of AIS.

B. Membership

The committee shall consist of:

1. Two County Commissioners appointed by the county board.
2. One SWCD Supervisor appointed by the SWCD board.
3. The County Sheriff or designee.
4. The manager of the SWCD.
5. An AIS inspector appointed by the SWCD manager.
6. One representative from Aitkin County Lakes and Rivers Association (ACLARA) appointed by ACLARA.
7. Three representatives from lake associations within Aitkin County reflecting a county-wide geographic representation appointed by ACLARA.

Committee members shall be residents of Aitkin County except the sheriff designee, SWCD manager, and inspector need not be residents of the county.

- C. Appointments shall be made annually and run January 1-December 31. Vacancies shall be filled in the same manner as the original appointment for the unexpired term.

D. Authority.

1. The committee shall be advisory only and all decision-making authority is retained by County and SWCD respectively.
2. The committee may adopt bylaws.
3. The committee may recommend loss of membership to members who miss more than three consecutive meetings.

V GENERAL TERMS

1. Services specified in this Agreement may be sub-contracted to a third party by SWCD only with written approval from the County.
2. This Agreement may be modified only if proposed modifications are mutually agreed by the County and SWCD.
3. This Agreement is subject to termination by either party with sixty (60) days' notice.
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

J. Mark Wedel
Board Chair

Date

SWCD Board Chair

Date

Attest:

David J. Minke, County Administrator
Clerk to the County Board

Date

SWCD Manager

Date