

MEMORANDUM
Comfort Lake-Forest Lake Watershed District

To: Board of Managers **Date:** February 14, 2019
From: Mike Kinney
Subject: Watercraft Inspection Program Joint Powers Agreement

Background/Discussion

Attached is the 2019 Joint Powers Agreement between the CLFLWD and Chisago County that lays out the terms of coordinating and funding the watercraft inspection program. The only change to this agreement relative to last year's agreement is that the Level 1 and 2 inspector billing rates are set to \$22/hour. Last year, the Level 1 rate was \$20/hour and the Level 2 rates varied from \$23-\$29/hour, depending on the particular inspector. In 2018, the billed amount was averaged over the total hours and found to be about \$22/hour, so this new single rate is a reasonable approach.

As in 2018, up to five inspectors will be hired through this agreement at total cost of up to \$75,000. The District has budgeted \$30,000 of levy-derived funds in 2019 for this program. We have applied for \$32,500 from Washington County this year and anticipate receiving contributions from previous partners as well.

Attached are three bar graphs depicting the estimated funding for the 2019 watercraft inspection program. As has been the case in previous years, staff plan to adjust the number of hired inspectors based on the results of the Washington County grant request and other contributions. Grant projects and funding levels will be recommended to the Washington County Board of Commissioners at their March 19th meeting.

Proposed Motion

Manager _____ moves to approve the joint powers agreement between Chisago County and the Comfort Lake-Forest Lake Watershed District for cost sharing of the boat launch inspection program. Seconded by Manager _____.

Attached: 2019 Joint Powers Agreement, Estimated Funds per Lake, Estimated Funds per Access, Estimated Funded Hours per Access

Joint Powers Agreement between Chisago County and Comfort Lake Forest Lake Watershed District for cost-sharing to conduct boat launch inspections at public water accesses for aquatic invasive species

THIS AGREEMENT is made and entered into by and between Chisago County and the Comfort Lake-Forest Lake Watershed District (CLFLWD), bodies corporate and politic existing under the laws of the State of Minnesota.

WHEREAS, the CLFLWD is located within Chisago and Washington Counties.

WHEREAS, Chisago County and CLFLWD contain multiple high value recreational lakes.

WHEREAS, aquatic invasive species including Eurasian Watermilfoil, Curlyleaf Pondweed, Flowering Rush, and Zebra Mussels are found in these lakes.

WHEREAS, Chisago County and CLFLWD share a goal of reducing the spread of aquatic invasive species.

WHEREAS, the primary means of spread of aquatic invasive species is via boats moving from one lake to another.

WHEREAS, there are 20 public water accesses (trailer) within Chisago County and an additional 4 public water accesses within the Washington County portion of the CLFLWD, 24 public water accesses in total.

WHEREAS, Chisago County and CLFLWD each separately has entered into a Delegation Agreement with the Minnesota Department of Natural Resources (DNR) that, subject to stated conditions, establishes its authority to perform aquatic invasive species inspections and manage access to water resources.

WHEREAS, pursuant to Minnesota Statutes §471.59, Chisago County and CLFLWD wish to pool resources to manage and control the common threat of spread of aquatic invasive species through the training and deployment of watercraft inspectors by Chisago County.

February 11, 2019

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the parties agree as follows and intend that it shall be legally binding:

1. SCOPE OF SERVICES. Chisago County will provide the following

Chisago County will employ, train and supervise up to five part-time seasonal watercraft inspectors. The employees will provide watercraft inspections on the 4 public water accesses within the Washington County portion of the CLFLWD: Forest Lake (3 accesses) and Bone Lake, along with inspections at Comfort Lake.

Chisago County and CLFLWD will coordinate informally on the allocation of inspector hours to specific accesses and times.

2. FEES FOR SERVICES.

CLFLWD will contribute to Chisago County up to \$75,000 toward the cost of employing watercraft inspectors (hourly rate of Level 1 and Level 2 inspections up to \$22 per hour).

Chisago County and CLFLWD each will bear its own administrative costs.

3. REIMBURSEMENT. Chisago County will submit a reimbursement request to CLFLWD at mid-season and end of year for watercraft inspector wages and direct costs. Mileage will be reimbursed at the current IRS rate per mile. CLFLWD will pay Chisago County within 30 days of receiving a reimbursement request. Direct costs must be approved by CLFLWD and may include items such as uniforms or equipment purchases. The parties will agree on the disposition of any property purchased with funds provided under this Agreement.

4. PROFESSIONAL SERVICES. Chisago County agrees that boat launch inspections will be performed by Department of Natural Resources certified inspectors and that all inspection activity will be conducted in accordance with the Delegation Agreement between Chisago County and the DNR; Minnesota Statutes chapter 84D; and other applicable legal requirements. Inspectors will record inspection information in accordance with protocols identified in inspector training and for the purposes of: (a) enabling the performance and outcome of the program to be assessed; and (b) supporting any enforcement activity that may occur.

5. CONTRACT TERM. The term of this agreement shall commence upon final signature and continue in full force and effect until the scope of service has been completed, or December 31, 2019, or the contract is terminated as provided herein, whichever occurs first. By December 31, 2019, Chisago County will report to CLFLWD on the inspection program. The parties will coordinate informally to determine the most useful framework and content of the report.

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6. TERMINATION OF CONTRACT. The parties agree that this contract will not be terminated until the services are provided herein, unless there is a substantial failure to perform the duties herein. Termination for this reason requires 30 days' written notice, during which the parties will cooperate to identify and seek to resolve the performance issue.

7. WATERCRAFT INSPECTORS. Watercraft Inspectors are employees of Chisago County and shall at all times herein be considered Chisago County employees. Watercraft Inspectors shall be subject to the personnel and other policies of Chisago County. CLFLWD shall not have authority to direct inspectors.

8. INDEMNIFICATION. Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its board members and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers and employees may hereby sustain, incur or be required to pay, arising out of or by reason of any act or omission of the party, its agents, servants or employees, in the execution, performance or failure to adequately perform its obligations pursuant to this Agreement. Nothing in this Agreement constitutes: (a) agreement by either party to be responsible for the acts or omissions of the other party within the meaning of Minnesota Statutes §471.59, subdivision 1a; or (b) a waiver in part or whole of any immunity, defense or liability limit applicable to either party under law.

9. INSURANCE. In order to ensure that each party will be able to provide indemnification as required by the above provision, each party will maintain general liability and automobile liability coverage limits not less than those prescribed under Minn. Stat. §466.04; and Workers Compensation insurance coverage or self-insurance in accordance with the Minnesota statutory requirements. Said policies shall be kept in effect during the entire term of this Agreement.

10. ASSIGNMENT. Neither Chisago County nor CLFLWD may assign, delegate or otherwise transfer this Agreement or any of its rights or obligations hereunder without the written consent of the other, which consent shall not be unreasonably withheld.

11. NON-WAIVER AND CUMULATION OF REMEDIES. The failure by either party at any time to enforce any of the provisions of this Agreement or any right or remedy available hereunder or at law or in equity, or to exercise an option herein provided, shall not constitute a waiver of such provision, right, remedy or option or in any way affect the validity of this Agreement. The waiver of any default by either party shall not be deemed a continuing waiver, but shall apply solely to the instances to which such waiver is directed. The remedies provided under this Agreement shall be cumulative and not alternative, and the election of any one remedy for breach shall not preclude the pursuit of other remedies.

12. DATA PRIVACY. Chisago County and CLFLWD agree to abide by the applicable provisions of the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13, HIPAA requirements and all other applicable state or federal rules, regulations or orders pertaining to privacy or confidentiality.

13. RECORDS RETENTION AND AVAILABILITY/AUDIT. Chisago County and CLFLWD shall keep pertinent business records pursuant to this Agreement. Such records shall be maintained for at least 6 years from the date services or payment were last provided or made or longer if any audit in progress requires a longer retention period. All accounting records shall be kept in accordance with generally accepted accounting practices. Both parties shall have the right to audit and review all such documents and records at any time during regular business hours or upon reasonable notice. These records are subject to examination, duplication, transcription and audit by Chisago County, CLFLWD, and the Legislative or State Auditor of the State of Minnesota pursuant to Minnesota Statute §16C.05, subd. 5. The records may also be subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Agreement.

14. ENTIRE AGREEMENT. This Agreement embraces the entire agreement between the parties. No oral agreement or representation concerning this Agreement shall be binding.

15. SEVERABILITY. Every provision of this Agreement shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Agreement so constructed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Agreement, and all other provisions shall remain in full force and effect.

16. AMENDMENTS. This Agreement may be altered, extended, changed or amended in writing by mutual agreement of the parties when dated and attached hereto without altering the other terms of this agreement.

IN WITNESS WHEREOF, Chisago County and CLFLWD have caused this Agreement to be executed by the person authorized to act in their respective names on the date shown below.

Approved at the Chisago County Board meeting this ____ day of _____

Approved at the Comfort Lake Forest Lake Watershed District meeting this 28th day of February, 2019.

By _____
Chair of Chisago County Board

By _____
Chair of Comfort Lake-Forest Lake Watershed District

Date:

Date:

Attest by

Clerk of Chisago County Board

Approved as to form and execution:

Approved as to form and execution:

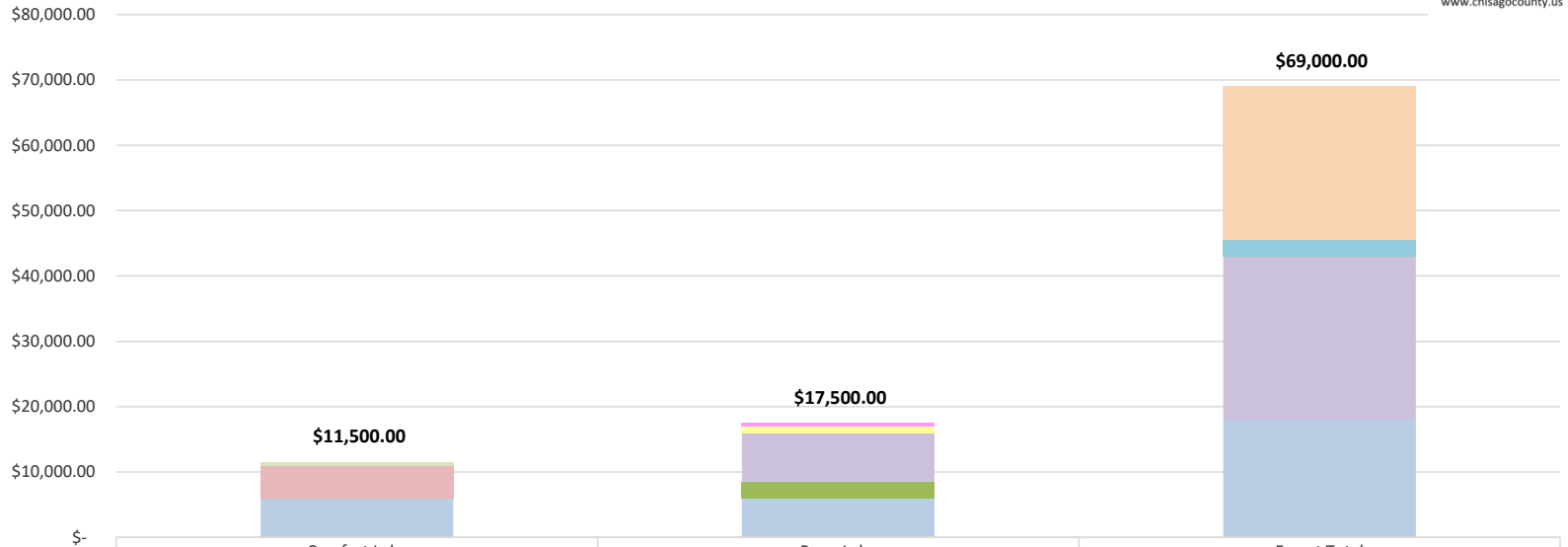
Chisago County Attorney

Comfort Lake-Forest Lake Watershed District Attorney

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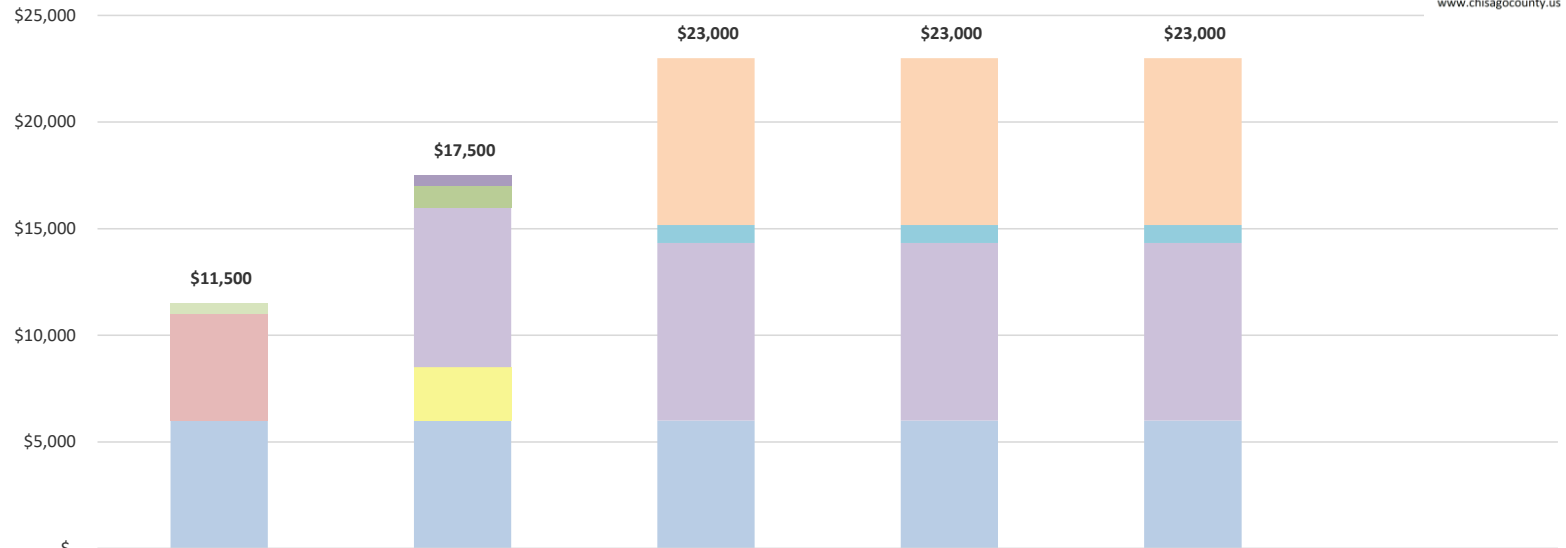
2019 Watercraft Inspection Program Estimated Funds per Lake



	Comfort Lake	Bone Lake	Forest Total
Scandia-Marine Lions Club (estimated)		\$500.00	
City of Scandia (confirmed)		\$1,000.00	
Comfort Lake Assoc. (estimated)	\$500.00		
City of Forest Lake (estimated)			\$23,500.00
Forest Lake Lake Assoc. (estimated)			\$2,500.00
Wash. Co. AIS Prevention (requested)		\$7,500.00	\$25,000.00
Bone Lake Assoc. (confirmed)		\$2,500.00	
Chisago Co. AIS Prevention (estimated)	\$5,000.00		
CLFLWD Local Funds	\$6,000.00	\$6,000.00	\$18,000.00
TOTAL FUNDING	\$11,500.00	\$17,500.00	\$69,000.00



2019 Watercraft Inspection Program Estimated Funding per Boat Access

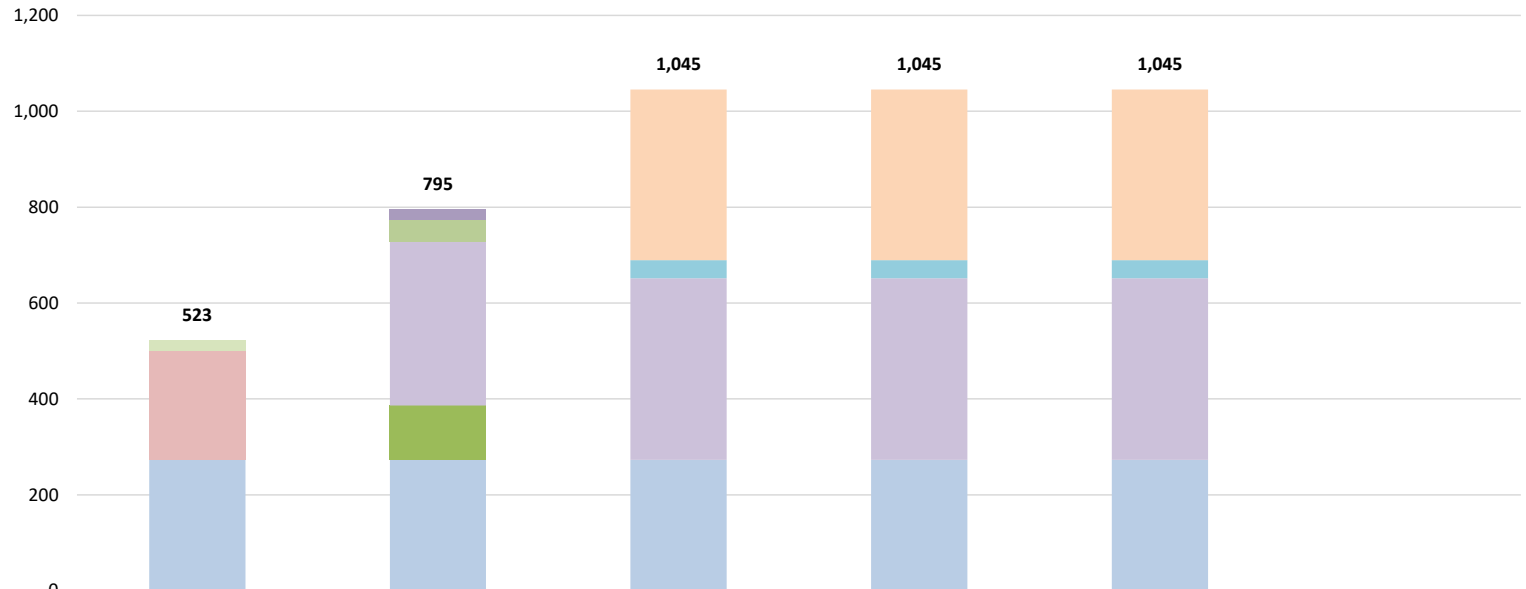


	Comfort Lake	Bone Lake	Forest Lake 1	Forest Lake 2	Forest Lake 3	
Scandia-Marine Lions Club (estimated)		\$500				
City of Scandia (confirmed)		\$1,000				
Comfort Lake Assoc. (estimated)	\$500					
City of Forest Lake (estimated)			\$7,833	\$7,833	\$7,833	
Forest Lake Lake Assoc. (estimated)			\$833.33	\$833	\$833	
Wash. Co. AIS Prevention (requested)		\$7,500	\$8,333	\$8,333	\$8,333	
Bone Lake Assoc. (confirmed)		\$2,500				
Chisago Co. AIS Prevention (estimated)	\$5,000					
CLFLWD Local Funds	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	
Total	\$11,500	\$17,500	\$23,000	\$23,000	\$23,000	



2019 Watercraft Inspection Program Estimated Funded Hours per Access

(Budget converted to hours based on \$22/hr hourly billing rate)



	Comfort Lake	Bone Lake	Forest Lake 1	Forest Lake 2	Forest Lake 3
Scandia-Marine Lions Club (estimated)		23			
City of Scandia (confirmed)		45			
Comfort Lake Assoc. (estimated)	23				
City of Forest Lake (estimated)			356	356	356
Forest Lake Lake Assoc. (estimated)			38	38	38
Wash. Co. AIS Prevention (requested)		341	379	379	379
Bone Lake Assoc. (confirmed)		114			
Chisago Co. AIS Prevention (estimated)	227				
CLFLWD Local Funds	273	273	273	273	273
Total	523	795	1,045	1,045	1,045