

Joint Powers Cost-Sharing Agreement between Chisago County and Comfort Lake Forest Lake Watershed District for Boat Launch Inspections.

Pursuant to Minnesota Statutes §471.59, Chisago County and the Comfort Lake-Forest Lake Watershed District (CLFLWD), enter into this cost-sharing agreement for the purpose of conducting watercraft inspections, as follows:

RECITALS

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, it is the intent of this Agreement that CLFLWD provide Chisago County reimbursement for the costs incurred to conduct watercraft inspection activity as described in this agreement; and

WHEREAS, it is the intent of this Agreement that Chisago County provide funding to CLFLWD for CLFLWD to conduct water inspection activities on Comfort Lake in addition to and independent from those watercraft inspection activities as may be required of Chisago County to carry out on Comfort Lake as specified in this Agreement.

TERMS

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:

Approved to Form- 02232021

1. **SCOPE OF SERVICES.** Chisago County will provide the following
 - a. 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.
 - b. Chisago County and CLFLWD will coordinate informally on the allocation of inspector hours to specific accesses and times. Chisago County will allocate at least 250 inspection hours to the Comfort Lake access and such allocation shall be independent of those inspection activities that CLFLWD may conduct on Comfort Lake
 - c. 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.

2. **FEES FOR SERVICES AND REIMBURSEMENT**

- a. CLFLWD will reimburse Chisago County in an amount not to exceed \$35,000 for those costs incurred by Chisago County for employing watercraft inspectors at an hourly rate of up to \$22 per hour for Level 1 and Level 2 inspections.
- b. Chisago County and CLFLWD each will bear its own administrative costs.
- c. 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.

3. **CHISAGO COUNTY FUNDING FOR CLFLWD INSPECTORS.** Independent of sections 1-2, above, Chisago County will fund the CLFLWD in the amount of \$5,000 for CLFLWD inspections at the Comfort Lake access during the term of this agreement. County payment will occur within 30 days of a CLFLWD written request for payment documenting CLFLWD has provided at least 250 inspection hours on Comfort Lake access

4. 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, 2021, or the contract is terminated as provided herein, whichever occurs first. By December 31, 2021, 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.

5. 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.

6. WATERCRAFT INSPECTORS. Watercraft Inspectors referenced in section 1, above, are employees of Chisago County and shall at all times herein be considered Chisago County employees. These inspectors shall be subject to the personnel and other policies of Chisago County. CLFLWD shall not have authority to direct these inspectors.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

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

14. 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.

15. 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 ____ day of February, 2021.

By _____
Chair of Chisago County Board

By _____
President of Comfort Lake-Forest Lake Watershed District

Date:

Date:

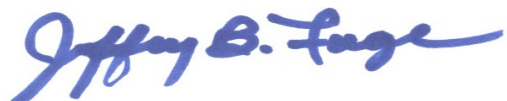
Attest by

Clerk of Chisago County Board

Approved as to form and execution:

Approved as to form and execution:

JANET REITER, CHISAGO COUNTY ATTORNEY

BY: 
Jeffrey B. Fuge, Assistant County Attorney
Dated: 02/23/2021

Attorney for
Comfort Lake-Forest Lake Watershed
Dated: _____