Cannon River Watershed Joint Powers Board

Mission: Work collaboratively to improve and protect the natural resources within the Cannon River Watershed to ensure prosperity of our urban and agricultural communities.

AGENDA

Cannon River Watershed Joint Powers Board Meeting

January 6th, 2021 at 9am
Web Based Zoom Meeting
https://zoom.us/j/92188000651?pwd=Zzl6alhKZ1ZrSklFM3pGVi9oYWFhQT09
Meeting ID: 921 8800 0651
Passcode: 211673
Call in without Zoom: +1 312 626 6799

1. Call to Order and Roll Call
2. Election of Officers
3. Approval of Agenda
4. Approval of Joint Powers Board Minutes of October 7th, 2020 Meeting
5. Financial Summary
6. Discussion of Dues for 2021
7. Approve Budget for 2021
8. Addition of board items discussion
9. Subcontracting contracts-services on retainer
10. Contract with CRWP
11. Retainer of lawyer- bids
12. Reimbursement to members
13. Discussion of Organizational Policy/By-laws
14. Cannon One Watershed One Plan Implementation Grant execution
15. MCIT 2021 invoice
16. Discussion of 2021 meeting schedule and location
17. Adjourn

Cannon River Watershed Joint Powers Board

Mission: Work collaboratively to improve and protect the natural resources within the Cannon River Watershed to ensure prosperity of our urban and agricultural communities.

Draft Minutes
CRWJPB Meeting
October 7th, 2020
Zoom Online Video Platform

CRWJPB Members: James Hedeen (Belle Creek WD), Mike Slavik (Dakota County), Kevin Chamberlain (Dakota SWCD), Brad Anderson (Goodhue County), Jeff Beckman (Goodhue SWCD), Steven Rohlfing (Le Sueur County), Cletus Gregor (Le Sueur SWCD), Galen Malecha (Rice County), Richard Cook (Rice SWCD), Keith Morgan (Waseca SWCD)

Also in Attendance: Brad Behrens (Rice County staff), Haley Byron (Waseca County staff), Ashley Gallagher (Dakota SWCD staff), Holly Kalbus (Le Sueur County staff), Beau Kennedy (Goodhue SWCD staff), Steve Pahs (Rice SWCD staff), Emmie Peters (Rice SWCD staff), Glen Roberson (Goodhue SWCD staff), Mike Schultz (Le Sueur SWCD staff), Sue Erpanbach (Rice SWCD staff), Brad Becker (Dakota County staff), Shaina Keseley (BWSR), Jennifer Mocol-Johnson (BWSR)

1. Call to Order

   Chair Rolhfing called the meeting to order at 9:02 am.

2. Approval of Agenda

   Motion by Hedeen, second by Anderson to approve the agenda. Motion carried.

3. Approval of Joint Powers Board Minutes of July 1st, 2020 Meeting

   Emmie Peters added a change that was made to the minutes. The roles were switched from Rice County and Dakota County to Rice SWCD and Dakota SWCD.

   Motion by Anderson, second by Beckman to approve the minutes of the July 1st 2020 Cannon River Watershed Joint Powers Board meeting. Motion carried.

4. Financial Summary

   All members have paid their CRWJPB dues, making the total currently $49,000, which resides in the Rice SWCD checking account. The date for next years dues will be beginning of the year and for budgeting purposes it was decided dues will be the same amount as this year, but no motion was made. Cost occurred by Rice and Dakota SWCD

will be looked into for reimbursement. The CRWJPB is operating on a calendar year for financials.

5. Resolution to adopt Cannon River Comprehensive Watershed Management Plan

   Brian Watson has worked with BWSR on a new resolution that the CRWJPB can adopt for all the entities.

   Motion by Slavik, second by Hedeen to approve a resolution to adopt the Cannon River Comprehensive Watershed Management Plan that supersedes and replaces the previously adopted resolution. Motion carried.

6. Adoption of Program and Project Policy

   The program and project policies were presented to the board. There is the ability to modify in the future when needed. Discussion surrounding how the rates were decided was brought up.

   Motion by Malecha, second by Hedeen to adopt the program and project policy that was developed by staff. Motion carried.

7. Authorization to submit work plan to BWSR for Clean Water Fund Grant

   The workplan was presented with number breakdowns. The implementation items were discussed and approved at the previous CRWJPB meeting. Some items will be contracted out for implementation. Once approved, staff will be able to submit the work plan to BWSR.

   Motion by Slavik, second by Anderson to submit the work plan to BWSR for the Clean Water Fund Grant. Motion carried.

8. Discussion of next meeting date and location

   Recommendation from staff is to plan on having a virtual meeting for the January 6th, 2021 meeting, unless guidelines have changed by then. Board members were in agreement with this.

9. MCIT Insurance

   A letter was received from MCIT with coverage cost. Coverage would start in November with a prorated amount. Cost for a full year would be $2,322. The cost of this will come out of member dues.

   Motion by Malecha, second by Hedeen to approve the MCIT insurance policy for two months. Motion carried.

10. Dues

The item was added during the meeting. Since the next meeting won't be until after the beginning of the next calendar, dues were discussed to stay the same from 2020 for 2021.

Motion be Malecha, second by Anderson to keep members dues for 2021 the same as they were for 2020. Motion carried.

11. Adjourn

Motion by Cook, second by Slavik to adjourn the meeting. Motion carried. Meeting adjourned at 9:42 am.

Respectfully Submitted,

Galen Malecha,
Secretary Cannon River Watershed Joint Powers Board

DRAFT

Cannon River Watershed
Joint Powers Board

Mission: Work collaboratively to improve and protect the natural resources within the Cannon River Watershed to ensure prosperity of our urban and agricultural communities.

4TH QUARTER 2020 FINANCIAL SUMMARY

FINANCIAL SUMMARY 10/31/2020		
Balance Forward		**$49,000.00**
REVENUE		
		$0.00
	Revenue total	**$0.00**
EXPENDITURES		
Main Street Checks	10/23/2020	$164.79
	Expenditure Total	**$164.79**
Ending Balance		**$48,835.21**

FINANCIAL SUMMARY 11/30/2020		
Balance Forward		**$48,835.21**
REVENUE		
		$0.00
	Revenue total	**$0.00**
EXPENDITURES		
MCIT Insurance chk#5002	11/25/2020	$360.00
	Expenditure Total	**$360.00**
Ending Balance		**$48,475.21**

FINANCIAL SUMMARY 12/31/2020		
Balance Forward		**$48,475.21**
REVENUE		
		$0.00
	Revenue total	**$0.00**
EXPENDITURES		
	Expenditure Total	**$0.00**
Ending Balance		**$48,475.21**

NOTE: The December Bank Statement was not available at the time this packet was sent out.

Cannon River Watershed Joint Powers Board
Balance Sheet
As of December 21, 2020

	Dec 21, 20
ASSETS	
Current Assets	
Checking/Savings	
Reliance Bank Checking	475.21
Reliance Bank Savings	48,000.00
Total Checking/Savings	48,475.21
Total Current Assets	48,475.21
TOTAL ASSETS	**48,475.21**
LIABILITIES & EQUITY	
Equity	
Net Income	48,475.21
Total Equity	48,475.21
TOTAL LIABILITIES & EQUITY	**48,475.21**

1:22 PM

12/21/20

Accrual Basis

Cannon River Watershed Joint Powers Board
Transactions by Account
As of December 21, 2020

Type	Date	Num	Name	Memo	Clr	Split	Amount	Balance
Reliance Bank Checking								0.00
Deposit	10/19/2020			Deposit	X	CRWJPB	1,000.00	1,000.00
Check	10/23/2020		Main Street Checkin...		X	Office Supplies	-164.79	835.21
Bill Pmt -Check	11/25/2020	5002	M.C.I.T.	invoice #4608		Accounts Paya...	-360.00	475.21
Total Reliance Bank Checking							475.21	475.21
TOTAL							**475.21**	**475.21**

CANNON RIVER WATERSHED
JOINT POWERS BOARD

Agenda Item 6: Discussion of Dues for 2021 Information Item

Meeting Date: 1/6/2021

Prepared by: Staff

PURPOSE/ACTION REQUESTED:

A discussion around dues for 2021 is needed after the dues for 2021 were approved at the October 2020 meeting.

SUMMARY:

At the October 2020 meeting, dues for 2021 were approved to be the same as 2020 dues as an agenda item added at the meeting. Some members who would like to have input on the matter were not present and would have been if they knew dues were going to be discussed. The point of the discussion today is to re-examine dues and allow all members the ability to talk with the JPB about the matter.

Supporting Documents:
None

CANNON RIVER WATERSHED
JOINT POWERS BOARD

Agenda Item 7: Approve Budget for 2021 Request for Action

Meeting Date: 1/6/2021

Prepared by: Staff

PURPOSE/ACTION REQUESTED: Approve 2021 budget.

SUMMARY: The proposed budget has an estimated $32,645 in carryover from 2020 that adds into 2021. The budget includes Cannon Watershed Based Implementation Funds (WBIF) and also includes some Metro WBIF funds that Dakota SWCD plans to contribute. With the late start to the implementation phase of the plan, much of the 2020 dues funds were not spent. Estimated balance of unspent dues is $21,883 plus a reserve amount of $10,000.

Supporting Documents:
Draft 2021 Budget document

Cannon River Watershed Joint Powers Board (CRWJPB)

2020 BUDGET and 2021

REVENUE	2020 Estimated Actual	*2021 Draft*
1. Member Dues	**$49,000**	**$49,000**
Tier 1 - $5,000: Goodhue County, Goodhue SWCD, Steele County, Steele SWCD, Rice County, Rice SWCD	$30,000	$30,000
Tier 2 - $3,500: Dakota County, Dakota SWCD, Le Sueur County, Le Sueur SWCD	$14,000	$14,000
Tier 3 - $2,000: Waseca County, Waseca SWCD	$4,000	$4,000
Tier 4 - $500: Belle Creek WD, North Cannon River WMO	$1,000	$1,000
2. Watershed Based Implementation Funding (WBIF) Grant		**$629,450**
3. Interest Income	**$5**	**$100**
4. Carryover from 2020		**$33,123**
5. State Metro WBIF		**$5,000**
TOTAL INCOME	**$49,005**	**$716,673**
EXPENSE		
1. Activities (non-watershed based implementation funds)	**$0**	**$30,000**
A. Education and Outreach Plan: CRWP	$0	$10,000
D. Lake Management Plans (internal/external loads)	$0	$20,000
2. Administration	**$10,522**	**$22,300**
A. Administration		**$2,500**
Local Dues	*$6,968*	*$2,500*
B. Fiscal Coordination		**$2,500**
Local Dues	*$1,174*	*$2,500*
C. Education and Outreach		**$4,800**
Local Dues		*$4,800*
D. Technical Assistance and Cost Share		**$2,500**
Local Dues	*$2,380*	*$2,500*
E. Accerlerated Implementation and Measuring		**$10,000**
Local Dues	*$0*	*$5,000*
State Metro WBIF		*$5,000*
3. Watershed Based Implementation Funding (WBIF) Grant		**$629,449**
A. Inventories		$194,675
B. Cost-Share Projects		$265,241
C. Education Outreach		$13,166
D. Plan Development		$62,000
E. C/S Technical Assistance		$51,667
F. Grant Administration		
a. Administration		$12,500
b. Fiscal Coordination		$7,500
c. Education and Outreach		$10,200
d. Technical Assistance and Cost Share		$12,500
e. Accelerated Implementation and Measuring		$0
4. Services	**$0**	**$5,000**
A. Legal	$0	$5,000
B. Audit	$0	$0
5. Watershed Plan Reserve	**$5,000**	**$5,000**
6. Liability Insurance	**$360**	**$2,563**
TOTAL EXPENSE	**$15,882**	**$694,312**
INCOME - EXPENSE	**$33,123**	**$22,361**

2021-2023 WBIF Grant Allocations

	Dakota County	Dakota SWCD	Goodhue County	Goodhue SWCD	Le Sueur County	Le Sueur SWCD	Rice County	Rice SWCD	Steele County	Steele SWCD	Waseca County	Waseca SWCD	TSA/Contract	
A. Inventories					$41,495		$20,000				$21,855		$146,000	
B. Cost-Share Projects				$290,000		$160,000		$220,000		$50,000		$45,000		
C. Education Outreach		$3,000		$3,500		$3,500		$9,500		$3,500		$3,500	$6,000	
D. Plan Development		$37,500						$91,600					$68,500	
E. C/S Technical Assistance				$54,000		$30,500		$37,000		$9,000		$4,500	$20,000	
F. Grant Administration														
	$0	$40,500	$0	$347,500	$41,495	$194,000	$20,000	$358,100	$0	$62,500	$21,855	$53,000	$240,500	**$1,379,450**

CANNON RIVER WATERSHED
JOINT POWERS BOARD

Agenda Item 8: Addition of board items discussion Information Item

Meeting Date: 1/6/2021

Prepared by: Staff

PURPOSE/ACTION REQUESTED:

To discuss the process of adding board items during the meeting.

SUMMARY:

During the October 2020 CRWJPB meeting, a board item was added to the agenda and approved during the meeting. This item was something that some members would have attended the meeting if they knew it was going to be on the agenda. A process of what type of items can be added to the agenda during the meeting should be discussed, along with then when during the meeting they would have to be added. Once the board makes a decision on this, a discussion is needed on how and where this procedure should be documented.

Supporting Documents:
None

CANNON RIVER WATERSHED
JOINT POWERS BOARD

Agenda Item 9: Subcontracting Contracts Request for Action

Meeting Date: 1/6/2021

Prepared by: Staff

PURPOSE/ACTION REQUESTED:

Approval is needed on terms wanted in subcontracting contracts and how to proceed with services on retainer.

SUMMARY:

With implementation beginning, contracts are going to be needed to contract out services. The CRWPWG suggests to the board to look into doing 2-year contracts with contractors to keep their services on retainer. To prevent having to draw up a new contract for each service, the suggestion to the board is to motion to have one template contract formed by the lawyer for the CRWJPB to use for subcontract services. This contract would be used then for keeping services on retainer for two years and for other shorter subcontracts.

Supporting Documents:
None

CANNON RIVER WATERSHED
JOINT POWERS BOARD

Agenda Item 10 : Contract with CRWP Request for Action

Meeting Date: 1/6/2021

Prepared by: Staff

PURPOSE/ACTION REQUESTED: Approve agreement with the Cannon River Watershed Partnership for Education and Outreach services in the amount of $23,000.

SUMMARY: In order to meet our goals of Education and Outreach, we are partnering with the Cannon River Watershed Partnership, a non-profit organization that has been doing outreach in the watershed since 1990. CRWP has staff that are well-versed in this area, and they are interested in helping us meet the goals of the Cannon River Comprehensive Watershed Management Plan. The agreement and Attachment A are currently under review by the Rice County Attorney's office. If approved by the CRWJPB, the version recommended by the Rice County Attorney's office will be the official agreement to be signed.

Supporting Documents:
CRWP_CRWJPB Agreement
Attachment A

Contract No: _____

PERSONAL/PROFESSIONAL SERVICE AGREEMENT

This Agreement is between the Cannon River Watershed Joint Powers Board, 1810 30th St. NW, Faribault, MN 55021 ("CRWJPB"), and Cannon River Watershed Partnership, 710 Division St., Northfield, MN 55057 ("CRWP"), a non-profit organization duly organized under the laws of the State of Minnesota.

The parties agree as follows:

1. TERM AND COST OF THE AGREEMENT

CRWP shall furnish services to CRWJPB commencing January 6, 2021, or after both parties have signed the agreement, and expiring December 31, 2021 unless cancelled or terminated earlier in accordance with the provisions herein.

CRWP shall be paid at the hourly rate per hour per position and total budget as shown in the Attachment B for contractual services actually performed**.** The total cost of this Agreement, including all reimbursable expenses, shall not exceed Twenty-three Thousand Dollars ($23,000).

2. SERVICES TO BE PROVIDED

Attachment A describes the services to be provided.

Where applicable, works of authorship created by CRWP for CRWJPB in performance of this Agreement shall be considered "works made for hire" as defined in the U.S. Copyright Act. All right, title and interest in all copyrightable material which CRWP may conceive or originate either individually or jointly with others, and which arises out of the performance of this Agreement, are the property of CRWJPB. CRWP assigns to CRWJPB all right, title, interest and copyrights in and to the copyrightable material. CRWP shall also, upon request of CRWJPB, execute all papers and perform all other acts necessary to assist CRWJPB to obtain and register copyrights in those materials.

3. PAYMENT FOR SERVICES

Payment for services shall be made directly to CRWP after completion of the services and upon the presentation of a claim as provided by law governing CRWJPB's payment of claims and/or invoices. CRWP shall submit quarterly invoices for services rendered on forms which may be furnished by CRWJPB. Payment shall be made within forty-five (45) days from receipt of the invoice.

CRWP shall not provide services under this Agreement without receiving a purchase order or purchase order number supplied by CRWJPB. All invoices shall display a CRWJPB purchase order number and be sent to the central invoice receiving address supplied by CRWJPB.

4. PROFESSIONAL CREDENTIALS

THIS SECTION INTENTIONALLY OMITTED

5. INDEPENDENT CONTRACTOR

CRWP shall select the means, method, and manner of performing the services. Nothing is intended nor should be construed as creating or establishing the relationship of a partnership or a joint venture between the parties or as constituting CRWP as the agent, representative, or employee of CRWJPB for any purpose. CRWP is and shall remain an independent CRWP for all services performed under this Agreement. CRWP shall secure at its own expense all personnel required in performing services under this Agreement. CRWP's personnel and/or CRWP engaged to perform any work or services required by this Agreement will have no contractual relationship with CRWJPB and will not be considered employees of CRWJPB. CRWJPB shall not be responsible for any claims that arise out of employment or alleged employment under the Minnesota Unemployment Insurance Law or Minnesota Statutes, chapter 176 (which may be referred to as the "Workers' Compensation Act"), on behalf of any personnel, including, without limitation, claims of discrimination against CRWP, its officers, agents, or employees. Such personnel or other persons shall neither accrue nor be entitled to any compensation, rights, or benefits of any kind from CRWJPB, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, workers' compensation, unemployment compensation, disability, severance pay, and retirement benefits.

6. NON-DISCRIMINATION

A. In accordance with CRWJPB's policies against discrimination, CRWP shall not exclude any person from full employment rights nor prohibit participation in or the benefits of any program, service or activity on the grounds of any protected status or class including but not limited to race, color, creed, religion, age, sex, disability, marital status, sexual orientation, public assistance status, or national origin. No person who is protected by applicable federal or state laws against discrimination shall be subjected to discrimination.

7. INDEMNIFICATION

CRWP shall defend, indemnify, and hold harmless CRWJPB, its present and former officials, officers, agents, volunteers and employees from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney's fees, resulting directly or indirectly from any act or omission of CRWP, a subcontractor, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or

omissions they may be liable in the performance of the services required by this Agreement, and against all loss by reason of the failure of CRWP to perform any obligation under this Agreement. For clarification and not limitation, this obligation to defend, indemnify and hold harmless includes but is not limited to any liability, claims or actions resulting directly or indirectly from alleged infringement of any copyright or any property right of another, the employment or alleged employment of CRWP personnel, the unlawful disclosure and/or use of protected data, or other noncompliance with the requirements of the provisions set forth herein.

8. INSURANCE

A. With respect to the services provided pursuant to this Agreement, CRWP shall at all times during the term of this Agreement and beyond such term when so required have and keep in force the following minimum insurance coverages or CRWP's actual insurance limits for primary coverage and excess liability or umbrella policy limits, whichever is greater:

	Limits
1. Commercial General Liability on an occurrence basis with contractual liability coverage:	
General Aggregate	$2,000,000
Products—Completed Operations Aggregate	2,000,000
Personal and Advertising Injury	1,500,000
Each Occurrence—Combined Bodily Injury and Property Damage	1,500,000
2. Workers' Compensation and Employer's Liability:	
Workers' Compensation If CRWP is based outside the state of Minnesota, coverage must comply with Minnesota law. In accordance with Minnesota law, if CRWP is a sole proprietor, it is exempted from the above Workers' Compensation requirements. In the event that CRWP should hire employees or subcontract this work, CRWP shall obtain the required insurance.	Statutory
Employer's Liability. Bodily injury by:	
Accident—Each Accident	500,000
Disease—Policy Limit	500,000
Disease—Each Employee	500,000

3.	Professional Liability—	Per Claim	1,500,000
		Aggregate	2,000,000

The professional liability insurance must be maintained continuously for a period of two years after the expiration, cancellation or termination of this Agreement.

B. An umbrella or excess policy is an acceptable method to provide the required commercial general insurance coverage.

The above establishes minimum insurance requirements. It is the sole responsibility of CRWP to determine the need for and to procure additional insurance which may be needed in connection with this Agreement. Upon written request, CRWP shall promptly submit copies of insurance policies to CRWJPB.

CRWP shall not commence work until it has obtained required insurance and filed with CRWJPB a properly executed Certificate of Insurance establishing compliance. The certificate(s) must name CRWJPB as the certificate holder, and as an additional insured for the commercial general liability coverage required herein. A self-insured retention (SIR) applicable to the commercial liability coverage is not acceptable, unless expressly agreed to in writing by CRWJPB. If the certificate form contains a certificate holder notification provision, the certificate shall state that the insurer will endeavor to mail to CRWJPB thirty (30) day prior written notice in the event of cancellation/termination of any described policies. If CRWP receives notice of cancellation/termination from an insurer, CRWP shall fax or email a copy of the notice to CRWJPB within two business days.

CRWP shall furnish to CRWJPB updated certificates during the term of this Agreement as insurance policies expire. If CRWP fails to furnish proof of insurance coverages, CRWJPB may withhold payments and/or pursue any other right or remedy allowed under contract, law, equity, and/or statute.

CRWP waives all rights against CRWJPB, its officials, officers, agents, volunteers, and employees for recovery of damages to the extent that damages are covered by insurance of CRWP.

9. DUTY TO NOTIFY

CRWP shall promptly notify CRWJPB of any claim, action, cause of action or litigation brought against CRWP, its employees, officers, agents or subcontractor, which arises out of the services described in this Agreement. CRWP shall also notify CRWJPB whenever CRWP has a reasonable basis for believing that CRWP and/or its employees, officers, agents or subcontractors, and/or CRWJPB, might become the subject of a claim, action, cause of action, administrative action,

criminal arrest, criminal charge or litigation arising out of and/or related to the services described in this Agreement.

10. DATA

CRWP, its officers, agents, owners, partners, employees, volunteers and subcontractors shall, to the extent applicable, abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, chapter 13 (MGDPA) and all other applicable state and federal laws, rules, regulations and orders relating to data privacy or confidentiality, which may include the Health Insurance Portability and Accountability Act of 1996 (HIPAA). For clarification and not limitation, CRWJPB hereby notifies CRWP that the requirements of Minnesota Statutes section 13.05, subd. 11, apply to this Agreement. CRWP shall promptly notify CRWJPB if CRWP becomes aware of any potential claims, or facts giving rise to such claims, under the MGDPA or other data or privacy laws.

Classification of data as trade secret data will be determined pursuant to applicable law and, accordingly, merely labeling data as "trade secret" does not necessarily make the data protected as such under any applicable law.

11. RECORDS – AVAILABILITY/ACCESS

Subject to the requirements of Minnesota Statutes section 16C.05, subd. 5, CRWJPB, the State Auditor, or any of their authorized representatives, at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of CRWP and involve transactions relating to this Agreement. CRWP shall maintain these materials and allow access during the period of this Agreement and for six (6) years after its expiration, cancellation or termination.

12. SUCCESSORS, SUBCONTRACTING AND ASSIGNMENTS

A. CRWP binds itself, its partners, successors, assigns and legal representatives to CRWJPB for all covenants, agreements and obligations herein.

B. CRWP shall not assign, transfer or pledge this Agreement and/or the services to be performed, whether in whole or in part, nor assign any monies due or to become due to it without the prior written consent of CRWJPB. A consent to assign shall be subject to such conditions and provisions as CRWJPB may deem necessary, accomplished by execution of a form prepared by CRWJPB and signed by CRWP, the assignee and CRWJPB. Permission to assign, however, shall under no circumstances relieve CRWP of its liabilities and obligations under the Agreement.

C. CRWP shall not subcontract this Agreement and/or the services to be performed, whether in whole or in part, without the prior written consent of CRWJPB.

13. MERGER, MODIFICATION AND SEVERABILITY

A. The entire Agreement between the parties is contained herein and supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items that are referenced or that are attached are incorporated and made a part of this Agreement. If there is any conflict between the terms of this Agreement and referenced or attached items, the terms of this Agreement shall prevail.

B. Any alterations, variations or modifications of the provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the parties. Except as expressly provided, the substantive legal terms contained in this Agreement including but not limited to Indemnification, Insurance, Merger, Modification and Severability, Default and Cancellation/Termination or Minnesota Law Governs may not be altered, varied, modified or waived by any change order, implementation plan, scope of work, development specification or other development process or document.

C. If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not be affected.

14. DEFAULT AND CANCELLATION/TERMINATION

A. If CRWP fails to perform any of the provisions of this Agreement, fails to administer the work so as to endanger the performance of the Agreement or otherwise breaches or fails to comply with any of the terms of this Agreement, it shall be in default. Unless CRWP's default is excused in writing by CRWJPB, CRWJPB may upon written notice immediately cancel or terminate this Agreement in its entirety. Additionally, failure to comply with the terms of this Agreement shall be just cause for CRWJPB to delay payment until CRWP's compliance. In the event of a decision to withhold payment, CRWJPB shall furnish prior written notice to CRWP.

B. For purposes of this subsection, "Data" means any data or information, and any copies thereof, created by CRWP or acquired by CRWP from or through CRWJPB pursuant to this Agreement, including but not limited to handwriting, typewriting, printing, photocopying, photographing, facsimile transmitting, and every other means of recording any form of communication or representation,

including electronic media, email, letters, works, pictures, drawings, sounds, videos, or symbols, or combinations thereof.

Upon expiration, cancellation or termination of this Agreement:

1. At the discretion of CRWJPB and as specified in writing by the Contract Administrator, CRWP shall deliver to the Contract Administrator all Data so specified by CRWJPB.

2. CRWJPB shall have full ownership and control of all such Data. If CRWJPB permits CRWP to retain copies of the Data, CRWP shall not, without the prior written consent of CRWJPB or unless required by law, use any of the Data for any purpose or in any manner whatsoever; shall not assign, license, loan, sell, copyright, patent and/or transfer any or all of such Data; and shall not do anything which in the opinion of CRWJPB would affect CRWJPB's ownership and/or control of such Data.

3. Except to the extent required by law or as agreed to by CRWJPB, CRWP shall not retain any Data that are confidential, protected, privileged, not public, nonpublic, or private, as those classifications are determined pursuant to applicable law.

C. Notwithstanding any provision of this Agreement to the contrary, CRWP shall remain liable to CRWJPB for damages sustained by CRWJPB by virtue of any breach of this Agreement by CRWP. Upon notice to CRWP of the claimed breach and the amount of the claimed damage, CRWJPB may withhold any payments to CRWP for the purpose of set-off until such time as the exact amount of damages due CRWJPB from CRWP is determined. Following notice from CRWJPB of the claimed breach and damage, CRWP and CRWJPB shall attempt to resolve the dispute in good faith.

D. The above remedies shall be in addition to any other right or remedy available to CRWJPB under this Agreement, law, statute, rule, and/or equity.

E. CRWJPB's failure to insist upon strict performance of any provision or to exercise any right under this Agreement shall not be deemed a relinquishment or waiver of the same, unless consented to in writing. Such consent shall not constitute a general waiver or relinquishment throughout the entire term of the Agreement.

F. This Agreement may be canceled/terminated with or without cause by either party upon thirty (30) day written notice.

G. If this Agreement expires or is cancelled or terminated, with or without cause, by either party, at any time, CRWP shall not be entitled to any payment, fees or other monies except for payments duly invoiced for then-delivered and accepted

deliverables/milestones pursuant to this Agreement. In the event CRWP has performed work toward a deliverable that CRWJPB has not accepted at the time of expiration, cancellation or termination, CRWP shall not be entitled to any payment for said work including but not limited to incurred costs of performance, termination expenses, profit on the work performed, other costs founded on termination for convenience theories or any other payments, fees, costs or expenses not expressly set forth in this Agreement.

I. CRWP has an affirmative obligation, upon written notice by CRWJPB that this Agreement may be suspended or cancelled/terminated, to follow reasonable directions by CRWJPB, or absent directions by CRWJPB, to exercise a fiduciary obligation to CRWJPB, before incurring or making further costs, expenses, obligations or encumbrances arising out of or related to this Agreement.

15. SURVIVAL OF PROVISIONS

Provisions that by their nature are intended to survive the term, cancellation or termination of this Agreement do survive such term, cancellation or termination. Such provisions include but are not limited to: SERVICES TO BE PROVIDED (as to ownership of property); INDEPENDENT CONTRACTOR; INDEMNIFICATION; INSURANCE; DUTY TO NOTIFY; DATA; RECORDS-AVAILABILITY/ACCESS; DEFAULT AND CANCELLATION/TERMINATION; MEDIA OUTREACH; and MINNESOTA LAWS GOVERN.

16. CONTRACT ADMINISTRATION

In order to coordinate the services of CRWP with the activities of the CRWJPB so as to accomplish the purposes of this Agreement, Steven Pahs, CRWJPB Fiscal Agent, or successor ("Contract Administrator"), shall manage this Agreement on behalf of CRWJPB and serve as liaison between CRWJPB and CRWP.

Kristi Pursell, Executuve Director, shall manage the agreement on behalf of CRWP. CRWP may replace such person but shall immediately give written notice to CRWJPB of the name, phone number and email/fax number (if available) of such substitute person and of any other subsequent substitute person.

17. COMPLIANCE AND NON-DEBARMENT CERTIFICATION

A. CRWP shall comply with all applicable federal, state and local statutes, regulations, rules and ordinances currently in force or later enacted.

B. If the source or partial source of funds for payment of services under this Agreement is federal, state or other grant monies, CRWP shall comply with all applicable conditions of the specific referenced or attached grant.

C. CRWP certifies that it is not prohibited from doing business with either the federal government or the state of Minnesota as a result of debarment or suspension proceedings.

D. CRWP billable rates for staff must comply with MN Board of Water and Soil Resources requirements. Specifically, billable rates may not include costs above wages, benefits, and facilities costs.

18. NOTICES

Unless the parties otherwise agree in writing, any notice or demand which must be given or made by a party under this Agreement or any statute or ordinance shall be in writing, and shall be sent registered or certified mail. Notices to CRWJPB shall be sent to the CRWJPB Administrator with a copy to the originating CRWJPB department at the address given in the opening paragraph of this Agreement. Notice to CRWP shall be sent to the address stated in the opening paragraph of this Agreement or to the address stated in CRWP's Form W-9 provided to CRWJPB.

19. CONFLICT OF INTEREST

CRWP affirms that to the best of CRWP's knowledge, CRWP's involvement in this Agreement does not result in a conflict of interest with any party or entity which may be affected by the terms of this Agreement. Should any conflict or potential conflict of interest become known to CRWP, CRWP shall immediately notify CRWJPB of the conflict or potential conflict, specifying the part of this Agreement giving rise to the conflict or potential conflict, and advise CRWJPB whether CRWP will or will not resign from the other engagement or representation. Unless waived by CRWJPB, a conflict or potential conflict may, in CRWJPB's discretion, be cause for cancellation or termination of this Agreement.

20. MEDIA OUTREACH

CRWP shall notify CRWJPB, prior to publication, release or occurrence of any Outreach (as defined below). The parties shall coordinate to produce collaborative and mutually acceptable Outreach. For clarification and not limitation, all Outreach shall be approved by CRWJPB, by and through the Public Relations Officer or his/her designee(s), prior to publication or release. As used herein, the term "Outreach" shall mean all media, social media, news releases, external facing communications, advertising, marketing, promotions, client lists, civic/community events or opportunities and/or other forms of outreach created by, or on behalf of, CRWP (i) that reference or otherwise use the term "Cannon River Watershed Joint Powers Board," or any derivative thereof; or (ii) that directly or indirectly relate to, reference or concern the CRWJPB, this Agreement, the services performed hereunder or CRWJPB personnel, including but not limited to CRWJPB employees and elected officials.

21. MINNESOTA LAWS GOVERN

The laws of the state of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the parties and their performance. The appropriate venue and jurisdiction for any litigation will be those courts located within the County of RICE, state of Minnesota. Litigation, however, in the federal courts involving the parties will be in the appropriate federal court within the state of Minnesota.

CRWJPB ADMINISTRATOR AUTHORIZATION

By: _____
Steven R. Pahs, CRWJPB Fiscal Agent

Date:_____

Recommended for Approval

By: _____
CRWJPB Board Chair

Date: _____

CRWP
The CRWP certifies that the person who executed this Agreement is authorized to do so on behalf of the CRWP as required by applicable articles, bylaws, resolutions or ordinances.*

Printed Name: _____

Signed: _____

Title: _____

Date: _____

Attachment A

Cannon River Watershed Joint Powers Board		**Education and Outreach Plan**				
Scope of Services		Duration: January 2021-December 2021				
Task	Description	Deliverables	Target Completion Date	BWSR Funds	Member Dues	Primary Responsibility
				$ 13,000.00	**$ 10,000.00**	
1	Short-term Goal: Track and monitor cover crops/residue with satellite imagery data.	Year 1 Objective: Communicate and pass along information from the U of M to SWCDs. Area of work is Tier One lakes and streams (Figure 3.9 thru 3.12) HSPF top 25% TP and TN watersheds.	12/31/2021	$ 500.00		CRWP
2	Short-term Goal: Establish up to three Soil Health Teams across the watershed to promote the use of cover crops and reduced tillage.	Year 1 Objective: Support up to 3 events (i.e. partnering with a CRAC field day, SWCD field days, etc.) and begin to spend time developing relationships in smaller Soil Health groups across the watershed. Longer term objectives would include: Rotate monthly meetings around the watershed and invite farmers, crop consultants, and SWCD staff to attend; Create a team with members from each county and develop strategies for adoption of soil health practices. These efforts may be combined with other groups to maximize effectiveness.	12/31/2021	$ 10,000.00		CRWP
3	Short-term Goal: Inform landowners that the health of their land and local natural resources is part of a landowner's long-term investment. Create and communicate explicit guidance.	Year 1 Objective: Send one letter on behalf of the SWCD's to all landowners (20 acres or more) in Tier One lakes and streams. Letter will promote high-priority practices like cover crops and perennial cover. Seek collaboration with LSP, SFA, PFI where appropriate and available.	7/31/2021	$ 2,500.00		CRWP
4	Immediate Goal: Develop an education and outreach plan for the Cannon River Planning Area	Year 1 Objective: CRWP staff will develop a 10-year education plan to address educational needs of Tier 1 priorities (Resource Concerns, Landscape Alteration Concerns,and Socio-Economic Concerns) in the Cannon River Watershed Plan. Project will include 3 opportunities for feedback on draft plans from the Planning Work Group, with the final draft arriving at the CRWJPB Staff Contact (Rice SWCD) by Nov. 30th, 2021. Identify partnerships, recognize existing efforts, past successes, and take a regional approach. Create a document that the JPB can use to guide education and outreach efforts for the next ten years.	12/31/2021	$ -	$ 10,000.00	CRWP
			Revenue	$ 13,000.00	$ 10,000.00	
			Expenses	$ 13,000.00	$ 10,000.00	
			Balance	$ -	$ -	
			Total to CRWP	$ 23,000.00		

CANNON RIVER WATERSHED
JOINT POWERS BOARD

Agenda Item 11: Retainer of Lawyer Request for Action

Meeting Date: 1/6/2021

Prepared by: Staff

PURPOSE/ACTION REQUESTED:

Approval to send out bids to lawyers to keep them on retainer.

SUMMARY:

Currently, Rice County provides legal services for the CRWJPB. There has been issues with getting timely responses from the Rice County lawyer due to his current heavy workload. The suggestion from the CRWPWG is to send out bids to other lawyers, both private firms and other local government lawyers, for a contract for retainer for legal services for the next two years. A motion would be needed first to send out bids for two-year retainer and then approval of selecting a lawyer would occur at the next CRWJPB meeting.

Supporting Documents:
None

CANNON RIVER WATERSHED
JOINT POWERS BOARD

Agenda Item 12: Reimbursement to members Request for Action

Meeting Date: 1/6/2021

Prepared by: Staff

PURPOSE/ACTION REQUESTED: Approve payments to Dakota and Rice SWCD for services provided.

SUMMARY: Dakota SWCD is requesting $2,379.85 for work on the implementation and policy documents. Rice SWCD is requesting $7,842.31 for work on the preparation of the work plan, meeting preparation, and budget preparation.

Supporting Documents:
Invoice from Dakota SWCD
Invoice from Rice SWCD

Invoice

Dakota County Soil & Water Conservation District

4100 220th Street West, Ste 102
Farmington, MN 55024

DATE	INVOICE #
12/29/2020	3050

BILL TO

Cannon River Watershed JPO
Steve Pahs/Rice SWCD
1810 30th Street NW
Faribault, MN 55021

Reference	TERMS

ITEM CODE	DESCRIPTION	HOURS	RATE	AMOUNT
	Tasks Completed October 20, 2020 to December 31, 2020			
	ADMINISTRATION			
CRW JPO	Budget Development and File Sharing Assistance	5.5	74.37	409.04
	TECHNICAL ASSISTANCE AND COST SHARE (TACS)			
CRW JPO	Project Database Development	16.5	74.37	1,227.11
	ACCELERATED IMPLEMENTATION AND MEASURING (AIM)			
CRW JPO	Lake Management Plans/Shoreline Surveys	10	74.37	743.70

Total **$2,379.85**

Rice SWCD

1810 30 Street NW
Faribault, MN 55021

Invoice

Date	Invoice #
12/29/2020	2017739

Bill To
CRWJPB 1810 NW 30th St Faribault MN 55021

Terms	Reference

Item	Description	Hours	Rate	Amount
CRW JPB	Cannon 1W1P staff time: E. Peters Oct 2020 3 hrs @ $47.46	30	47.46	1,423.80
CRW JPB	Cannon 1W1P staff time: S. Erpenbach Oct 2020 5.5 hrs @$49.85	5.5	49.85	274.18
CRW JPB	Cannon 1W1P staff time: E. Peters Nov 2020 58.5 hrs @ $47.46	58.5	47.46	2,776.41
CRW JPB	Cannon 1W1P staff time: E. Peters Dec 2020 52 hrs @ $47.46	52	47.46	2,467.92
CRW JPB	Cannon 1W1P staff time: S. Pahs Dec 2020 12 hrs @ $75.00	12	75.00	900.00
	MN Sales Tax 7.375%		7.375%	0.00

Total $7,842.31

CANNON RIVER WATERSHED
JOINT POWERS BOARD

Agenda Item 13: Discussion of Organizational Policy/Bylaws Request for Action

Meeting Date: 1/6/2021

Prepared by: Staff

PURPOSE/ACTION REQUESTED:

Discuss if the board would still like to go the route of organizational policy, or change to by-laws, or do both.

SUMMARY:

In the past, the board has voted to go to the route of Organizational Policy. There have been some concerns with this route since the Plan and the JPA both state by-laws. Also, in the organizational policy, if the documents in it are to be amended, the organizational policy would need to be amended. One option is to do both organizational policy and by-laws. Another option would be to remove these documents are just state see document x in the organizational policy.

A discussion is needed on what the JPB feels will fit best with what has been stated in the past and what is needed for operating.

Supporting Documents:
None

CANNON RIVER WATERSHED
JOINT POWERS BOARD

Agenda Item 14: Cannon One Watershed One Plan Implementation grant execution Request for Action

Meeting Date: 1/6/2021

Prepared by: Staff

PURPOSE/ACTION REQUESTED:

Approval of signature authority to Steve Pahs to sign the Cannon One Watershed One Plan Implementation grant execution once it comes from BWSR.

SUMMARY:

The Cannon One Watershed One Plan Implementation grant has been submitted to BWSR. Once the grant execution agreement comes in, the CRWJPB will need to sign the agreement. This can be delegated to a staff member, and the recommendation to the board is to delegate this duty to the Fiscal agent, Steve Pahs. The motion to be made is to delegate signature authority to Steve Pahs to sign the Cannon One Watershed One Plan Implementation grant agreement once it is received.

Supporting Documents:
None

CANNON RIVER WATERSHED
JOINT POWERS BOARD

Agenda Item 15: MCIT 2021 Invoice Request for Action

Meeting Date: 1/6/2021

Prepared by: Staff

PURPOSE/ACTION REQUESTED: Requesting the board approve invoice for payment.

SUMMARY:

The CRWJPB purchases liability insurance through the Minnesota Counties Intergovernmental Trust (MCIT). Annual cost for the 2021 calendar year is $2,563.00.

Supporting Documents:
MCIT Letter
MCIT Resolution from Rice County

Invoice

Minnesota Counties Intergovernmental Trust

MCIT

Invoice 18880R
Date 1/1/2021
Member ID 7646

MINNESOTA COUNTIES INTERGOVERNMENTAL TRUST
100 EMPIRE DRIVE
SUITE 100
ST PAUL MN 55103

Bill To: Cannon River Watershed Joint Powers Board
1810 30th St NW
Faribault MN 55021-0000

$_____
Payment Amount

Member ID	Payment Due Date	Effective Date	Expiration Date
7646	01/31/2021	01/01/2021	01/01/2022

Policy Number	Description	Amount
PC764621-1	PC RENEWAL	$2,563.00

Total $2,563.00

Payment due by 1/31/2021 or finance charges will accrue. See Article X, Section 10.1 of the MCIT Bylaws for payment terms. Issuance of this invoice denotes continuing membership in MCIT per the MCIT Joint Powers Agreement and By-laws.

CANNON RIVER WATERSHED
JOINT POWERS BOARD

Agenda Item 16: Discussion of 2021 meeting schedule and location Request for Action

Meeting Date: 1/6/2021

Prepared by: Staff

PURPOSE/ACTION REQUESTED:

Decision of 2021 meeting schedule and location

SUMMARY:

With the new calendar year, a new meeting schedule is needed. The suggestion from staff is to follow the 2020 meeting schedule of: January, April, July, and October for 2021. Each meeting will be held at 9am at the Rice County Government Services building.

Due to the current circumstances of COVID-19, meeting in person for the CRWJPB is difficult with current State of Minnesota guidelines. If circumstance do not change by the April 7th, 2021 CRWJPB meeting, the meeting will be held through an online platform. If circumstances allow for in person, the meeting will be held at the regular location of the Rice County Government Services building, or elsewhere in the Cannon Watershed area that can accommodate the whole group.

Supporting Documents:
None