

Bassett Creek Watershed Commission Memorandum



6 Gi.

Date: January 11, 2010

To: Bassett Creek Commission

From: Education Subcommittee

Subject: Grant funding request from Wayzata School District (District).

The District has requested a grant of \$1,000.00 to sponsor a Habitat Educator Workshop on Feb 3, 2010 on the MinnAqua Fishing curriculum. They are partnering with the City of Plymouth to target 3rd – 8th grade teachers from the Wayzata and Minnetonka Public School. For further details see the attached grant proposal.

The one provision to the grant is that funds can only be expended for the training of teachers in schools located in the Bassett Creek Watershed or have student populations that are drawn primarily from the Bassett Creek Watershed. Funds may not be used to train teachers with population located primarily in the Minnehaha Watershed District.

The Education Subcommittee reviewed the grant and the MinnAqua Fishing curriculum and believes that the grant request falls within Bassett Creeks grant programs guidelines. Therefore the Subcommittee recommends funding.

Should the commission decide to fund the grant request, the grant agreement has been included to expedite the signing. This step is a result of the quick turn-a-round for this grant, as the training is scheduled for Feb 3, 2010.

AGREEMENT

THIS AGREEMENT is executed when signed by all parties and is made by and between the Bassett Creek Watershed Management Commission, a Minnesota joint powers organization (hereinafter "Commission") and David R. Jackson (hereinafter "Grantee").

1. BACKGROUND

- 1.1. The Commission has set aside in its annual budget funds for education and public awareness relating to surface water management and related environmental matters.
- 1.2. Grantee has applied to the Commission for funds to pay for educational services as described in the Scope of Services described on Attachment One to this Agreement.
- 1.3. The Commission is willing to fund the activities described in Attachment One in accordance with the terms of this Agreement.

2. SERVICES

- 2.1. Grantee will perform the services described in Attachment One (Grant Proposal) in accordance with the schedule set forth in Attachment One.
- 2.2. Following completion of the services described in Attachment One, Grantee will submit a final report to the Commission describing the activity, the outcome and results of the activity, how the outcome matched the goals and objectives described in the Grantee's application, and any anticipated continuing impacts from the activity. Along with the final report, Grantee shall submit the financial information described in part 3 of this Agreement.

3. FINANCIAL REPORT AND REIMBURSEMENT

- 3.1. Expenses listed in Attachment One will be reimbursable by the Commission up to the maximum amount of \$ 1,000.00 . Upon submission to the Commission of the final report described in Section 2.2, Grantee shall provide a list of all reimbursable expenses incurred and receipts or copies of receipts therefor.
- 3.2. Any property purchased with funds under this Agreement will become the property of the Commission unless the Commission declines to take possession of such property.
- 3.3. The Commission will reimburse the identified reimbursable expenses in accordance with Section 3.1 within 60 days of receipt of the final report and the required financial information.
- 3.4. The Commission will not be liable or responsible for payment for services or reimbursement for expenses other than those specified as reimbursable expenses in accordance with Section 3.1.

4. GENERAL TERMS

- 4.1. This Agreement will expire unless services are completed and a final report and financial information required by Sections 2.2 and 3.1 are received prior to July 1, 2010.
- 4.2. Grantee will act in all respects as an independent contractor under this Agreement and will be solely responsible for performance of services required hereunder as well as the means and manner of performance thereof. The Commission will not be an employer, partner, or co-venturer with Grantee for any purpose. Nothing herein authorizes Grantee to act as an agent or representative of the Commission for any purpose whatsoever.
- 4.3. The Grantee will assure that grant funds will be expended only for the training of teachers in schools located in the Bassett Creek Watershed or draw its student population from the Bassett Creek Watershed.

BASSETT CREEK WATERSHED
MANAGEMENT COMMISSION

GRANTEE

By _____

By _____

Its _____

Its _____

Date _____

Date _____