

## **AGREEMENT FOR ADMINISTRATIVE AND PUBLIC EDUCATION SERVICES**

THIS AGREEMENT is made as of the 1st day of January, 2013, by and between the Shingle Creek Watershed Management Commission, a Minnesota joint powers watershed management organization ("Shingle Creek"), and the Bassett Creek Watershed Management Commission, a Minnesota joint powers watershed management organization ("Participant"), and supersedes the AGREEMENT FOR ADMINISTRATIVE SERVICES between Shingle Creek and Participant dated June 17, 2010.

### **WITNESSETH:**

WHEREAS, representatives of a number of watershed management organizations and other organizations with an interest in water quality and stormwater management, including Shingle Creek and Participant, among others, have been meeting as an unofficial working group referred to as the West Metro Watershed Alliance ("WMWA") and collaborating on various projects related to education and outreach on water quality matters; and

WHEREAS, Shingle Creek and Participant have determined that it is in the best interests of the parties and the public to continue such collaborative activities through WMWA; and

WHEREAS, the activities of WMWA will be more efficient and effective if one of the members of that group acts as a convenor of meetings and provides such administrative and professional services in furtherance of the collaborative efforts of WMWA as may be required by the group; and

WHEREAS, Shingle Creek is willing to provide such services on the terms and conditions hereinafter set forth.

NOW, THEREFORE, on the basis of the premises and the mutual promises and covenants hereinafter set forth, the parties agree as follows:

1. Shingle Creek will provide the following services to WMWA:
  - a. Arrange a time and place for meetings of WMWA.
  - b. Give notice to persons attending WMWA meetings, including Participant.
  - c. Take and keep minutes or records of meetings of WMWA and provide copies to persons attending the meeting, including Participant.
  - d. Perform other administrative or professional duties and undertake educational programs and activities as assigned by the parties attending meetings of WMWA.
  - e. Maintain records of costs of providing administrative and other professional services and bill such costs to entities participating in the activities of WMWA. Such records and accounts shall be available to any authorized representative of Participant.

2. Participant agrees that it will:
  - a. Designate an official contact person for WMWA notifications.
  - b. Send a representative to attend meetings of WMWA.
  - c. Reimburse Shingle Creek for its out-of-pocket expenses for administrative, technical and legal and reimbursable expenses, such as paper, postage, meeting expenses, and the like. Such expenses will be shared and charged equally to all entities participating in WMWA, including Shingle Creek. Participant will not be required to pay more than \$4,500 for expenses per calendar year for the year 2013 and for each calendar year thereafter until this Agreement is amended by mutual consent of the parties or terminated in accordance with its terms.
3. Either party may terminate this Agreement effective December 31 of any year by giving 60 days' prior written notice to the other. Shingle Creek may terminate this Agreement at any time on 30 days' notice to Participant at any time when fewer than four entities are sharing costs of WMWA.
4. It is the intent of this Agreement that services provided will be the ordinary, routine administrative activities of WMWA and implementation of WMWA programs subject to the limits in paragraph 2c. In the event one or more entities attending WMWA wish to collaborate on additional projects or activities, such activities will be the subject of separate agreements.

IN WITNESS WHEREOF, Shingle Creek and Participant, by their authorized representatives, have hereunto set their hands as of the day and date first above written.

SHINGLE CREEK WATERSHED  
MANAGEMENT COMMISSION

By: \_\_\_\_\_  
Its Chair

And by: \_\_\_\_\_  
Its: \_\_\_\_\_

PARTICIPANT

By: \_\_\_\_\_  
Its: \_\_\_\_\_