

ADMINISTRATIVE SERVICES AGREEMENT

THIS ADMINISTRATIVE SERVICES AGREEMENT (“Agreement”) made and entered into by and between the Bassett Creek Watershed Management Commission, a Minnesota joint powers organization (the “Commission”), and Dawn Pape, doing business as the Lawn Chair Gardener, 5901 Birchwood Street, Shoreview, MN 55126 (the “Contractor”).

1. **SERVICES.** Contractor will perform the services outlined in the proposals dated January 23, 2017, which is incorporated herein by reference and shown in Exhibit 1, including performing social media tasks; writing newsletter articles and press releases and regularly coordinating with city communication departments; and drafting meeting minutes for monthly Commission meetings. The terms and conditions of this Agreement shall be controlling over any conflicting term or condition contained within the January 23, 2017 proposal.

2. **COMPENSATION.** Contractor will be paid for services at the rate of \$40 per hour.

Contractor will be reimbursed for actual, reasonable and necessary out-of-pocket expenses including printing, materials, and travel (at the current IRS rate for privately owned automobiles). Travel outside of the Minneapolis/St. Paul metropolitan area and overnight accommodations must have the prior approval of the Commission. Meeting and meal expenses (other than meetings of the Commission or its committees) must have the prior approval of the Commission. The total compensation, including expenses, to be paid to Contractor for all the services to be provided under this Agreement shall not exceed \$10,274.58.

3. **PAYMENT.** Contractor will submit monthly invoices for services providing detailed time records of services provided and time spent, and shall provide receipts for eligible reimbursable expenses that are not reimbursed by the Commission through its consultants or otherwise.

Invoices and records, together with supporting information, shall be submitted in a form acceptable to the Commission. The Commission will pay invoices within 45 days of receipt thereof. Invoices received by the first Thursday of the month will ordinarily be authorized for payment at that month’s regular meeting.

4. **TERM AND TERMINATION.** This Agreement shall be effective as of the date of the last party to execute it and it shall continue in effect until January 31, 2018. This Agreement may be terminated by either party at any time, and for any reason, on 35 days’ written notice of termination.

5. **SUBSTITUTION AND ASSIGNMENT.** Services provided by Contractor will generally be performed by Dawn Pape. Upon approval by the Commission, the Contractor may substitute other persons to perform the services set forth in this Agreement. No assignment of this Agreement shall be permitted without a prior written amendment signed by the Commission and the Contractor.

6. **AMENDMENTS.** This document, together with any attached exhibits, constitutes the entire agreement between the parties and no modifications of its terms shall be valid unless reduced to writing and signed by both parties.
7. **INDEPENDENT CONTRACTOR.** The Contractor (including the Contractor's employees, if any) is not an employee of the Commission. Contractor will act as independent contractor and acquire no rights to tenure, workers' compensation benefits, unemployment compensation benefits, medical and hospital benefits, sick and vacation leave, severance pay, pension benefits or other rights or benefits offered to employees of the Commission. Contractor shall not be considered an employee of the Commission for any purpose including, but not limited to: income tax withholding; workers' compensation; unemployment compensation; FICA taxes; liability for torts; and eligibility for benefits.

Contractor will not be provided with a place of business and will retain control over the manner and means of the services provided as an independent contractor. Contractor will provide, at Contractor's expense, necessary office space, transportation, computer capability, an internet email address, a recording device for Commission meetings and incidental office supplies.
8. **DATA PRACTICES AND RECORDS.** All records, information, materials and other work product, in written, electronic, or any other form, developed in connection with providing services under this Agreement shall be the exclusive property of the Commission. All such records shall be maintained with the records of the Commission and in accordance with the instructions of the Commission. The Contractor will comply with the Minnesota Government Data Practices Act and all other applicable state and federal laws relating to data privacy or confidentiality. The Commission will provide such advice and legal services as are necessary to comply with such laws and regulations as they relate to the data maintained by the Commission.
9. **COMPLIANCE WITH LAWS.** Contractor shall comply with all applicable federal, state and local laws, regulations or ordinances in performance of Contractor's duties hereunder, such laws including but not limited to those relating to non-discrimination in hiring or labor practices.
10. **AUDIT.** The Contractor agrees that the Commission, the State Auditor, or any of their duly 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, and records that are relevant to and involve transactions relating to this Agreement.
11. **HOLD HARMLESS.** Contractor shall defend, indemnify and hold harmless the Commission, its member cities and their elected officials, officers, employees, agents, and representatives, from and against any and all claims, costs, losses, expenses, demands, actions or causes of action, including reasonable attorneys' fees and other costs and expenses of litigation that may arise out of this Agreement for services provided by Contractor hereunder.

12. **APPLICABLE LAW.** The law of the State of Minnesota shall govern all interpretations of this Agreement, and the appropriate venue and jurisdiction for any litigation that may arise under this Agreement will be in and under those courts located within the County of Hennepin, State of Minnesota, regardless of the place of business, residence, or incorporation of Contractor.
13. **NO AGENCY.** Contractor is an independent contractor and shall not be considered to be the agent or servant of the Commission for any purpose and shall have no authority to enter into any contracts, create any obligations, or make any warranties or representations on behalf of the Commission.
14. **NOTICES.** Any notice or demand, authorized or required under this Agreement shall be in writing and shall be sent by certified mail to the other party as follows:

To the Contractor: Dawn Pape
 Lawn Chair Gardener
 5901 Birchwood Street
 Shoreview, MN 55126

To the Commission: Chairperson
 Bassett Creek Watershed Management Commission
 City of Golden Valley City Hall
 7800 Golden Valley Road
 Golden Valley, MN 55427

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date of the last party to execute it.

CONTRACTOR

By: _____
 Dawn Pape (Lawn Chair Gardener) Date

**BASSETT CREEK WATERSHED
 MANAGEMENT COMMISSION**

By: _____
 Chairperson Date

By: _____
 Secretary Date



2017 ADMINISTRATIVE SERVICES PROPOSAL FOR BCWMC

Dawn Pape has nineteen years of experience in the field of education and thirteen years of experience specifically in water-related public education. Pape started the Blue Thumb—Planting for Clean Water® program when she was the director of outreach at the Rice Creek Watershed District. In that position, she communicated and coordinated projects with 29 communities, four counties, and many water management organizations.

Dawn Pape brings a unique skill set to projects: writing, creativity, graphic design, photography, social media, website development, friendliness, energy, practicality, implementation experience, fiscal responsibility and even public speaking and performance. With a Masters of Science in Environmental Education from University of Wisconsin—Stevens Point, Pape keeps abreast of environmental issues and technology with continuing education.

Lawn Chair Gardener

Dawn Pape
5901 Birchwood St.
Shoreview, MN 55126
651.485.5171

dawn@lawnchairgardener.com
lawnchairgardener.com

BCWMC

Laura Jester

laura.jester@kestonewaters.com
bassettcreekwmo.org

Proposal Issued:
01.23.2017

Proposal Valid to:
03.30.2017

Services

Hourly Rate x Time

Total

1. Facebook posts (1-2/week)

\$40 x 52 weeks

\$2,080

2. Post monthly Watershed Partners Articles on BCWMC Website

\$40 x .5 hrs. x 12 mos.

\$240

3. Build Facebook Followers Using Social Media BMPs

Currently BCWMC has 96 followers. Although up 220% from the 30 followers when I started in July, this fan base has little impact educating the public about important water-related issues. In short, the more fans BCWMC has, the greater the number of people that will see BCWMC posts in their timelines and the more effective BCWMC will be in informing and educating the public.

Building fan bases takes time because it involves relationship building, interacting with other pages, as well as employing Facebook technology like "Page Engagement Custom Audiences" and various analytics tools. Many tools are available to help figure out which pages are most effective to interact with in order to gain the type of followers who live in will likely take action in BCWMC area.

\$40 x 2 hrs. x 12 mos.

\$960

4. Coordination of Monthly Newsletters with BCWMC Cities

- Establish contacts with nine cities
- Coordination of monthly newsletter information (get/give updates, articles)

\$40 x 30 hrs. x 12 mos. (approx. 2.5 hrs/ mo.)

\$1,200

5. Write Bi-Monthly Articles about BCWMC Specific Projects, Post on Website, Send Press Releases to Media

\$40 x 10 hrs. x 6 times

\$2,400

6. Education committee meetings and/or meetings with Administrator

- 4 meetings at approx. 3 hours in length
- 42 miles roundtrip at 2017 mileage rate of 53.5 cents/mile

\$40 x 12 hrs. = \$480
(+ 89.88 mileage)

\$569.88

7. Board Minutes

- Attend 10 meetings (approx. 2.5 hrs. ea.) and write minutes (approx. 4 hrs. ea. mo.)
- 10 months, 42 miles roundtrip at 2017 mileage rate of 53.5 cents/mile

\$40 x 65 hrs. = \$2,600
(+ \$224.70 mileage)

\$2,824.70

Labor

\$9,960

Mileage

\$314.58

Total

\$10,274.58