

**AGREEMENT FOR ADMINISTRATIVE
AND PUBLIC EDUCATION &
OUTREACH SERVICES PROVIDED
THROUGH THE WEST METRO
WATER ALLIANCE**

THIS AGREEMENT is made as of _____, 20____ 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”).

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 Water 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, WMWA has adopted self-governance standards to more formally define membership, create and assign duties to a steering committee, outline procedures, and convey expectations regarding budgets and fees; 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, provides administrative and professional services, and acts as the fiscal agent to advance the collaborative efforts of WMWA; 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 of WMWA meetings, including Participant.
 - c. Maintain copies of meeting minutes and assist with distribution of meeting materials.
 - d. Host and maintain a WMWA website.
 - e. Act as fiscal agent including maintaining records of costs, revenues, and disbursements; drafting an annual budget for approval by the steering committee; invoicing for services and making payments, as approved by steering committee; and arranging for and participating in an annual public audit.

- f. Serve as the contracting agent for any consultants or contractors retained by WMWA.
 - g. Perform other administrative or professional duties and undertake educational programs and activities as assigned by the WMWA steering committee.
2. Participant agrees that it will:
- a. Designate an official contact person for WMWA notifications.
 - b. Send a representative to attend meetings of WMWA and consider requesting a nomination to the WMWA steering committee.
 - c. Help craft the annual work plan and budget for WMWA.
 - d. Review and approve the annual WMWA budget and contribute financially toward its share for WMWA activities and programs including consultants, contractors and expenses.
3. Shingle Creek will be reimbursed for actual expenses for the services outlined in this Agreement and as included for “Administrative Services” in the annual WMWA budget. For avoidance of doubt, Participant’s obligation to reimburse Shingle Creek for services provided under this Agreement shall be limited only to Participant’s equal share of such expenses, it being understood that other participating entities will also have the same obligation.
4. 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.
5. This Agreement is intended to replace that certain Agreement for Administrative and Public Education Services Provided Through the West Metro Watershed Alliance, dated _____, 20____, which shall be of no further force and effect.

[signature page to follow]

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: _____

BASSETT CREEK WATERSHED
MANAGEMENT COMMISSION

By: _____
Its Chair

And by: _____
Its: _____