

## MEMORANDUM OF UNDERSTANDING FOR FOR WEBSITE DEVELOPMENT SERVICES

This Memorandum of Understanding (“**MOU**”) is made and entered into by and among the Shingle Creek Watershed Management Commission, West Mississippi Watershed Management Commission, Elm Creek Watershed Management Commission, and Bassett Creek Watershed Management Commission (each a “**Party**” and collectively the “**Parties**”).

### RECITALS

- A. The Parties previously established a collaborative education and outreach partnership called West Metro Water Alliance (“**WMWA**”) in furtherance of protecting and improving water quality of lakes, rivers and streams, and protecting water management infrastructure.
- B. The Parties desire to work cooperatively to engage a consultant to refresh and migrate the WMWA website to a new host and to ensure the new website meets certain standards (collectively, the “**Project**”).
- C. The Parties further desire to have Shingle Creek Watershed Management Commission (“**SCWMC**”) serve as the fiscal agent to enter into and administer the contract with the Consultant on behalf of the Parties.
- D. The Parties intend to form a steering committee made up of representatives of each Party to assist SCWMC with issuing a request for proposals and to select the consultant (“**Consultant**”) to undertake and complete the Project.
- E. The Parties determine that creating an updated website for WMWA is in the best interests of the Parties and will help better facilitate the purposes for which WMWA was formed.

### AGREEMENT

In consideration of the mutual promises and agreements contained herein, the Parties hereby agree as follows:

- 1. Project. The Parties agree to undertake and pay an equal share of the Project as provided in this MOU. The Project involves creating a new website for WMWA with a new host. The Parties have worked cooperatively to develop a scope of services document for the Project, which is attached hereto as Exhibit A (“**Scope of Services**”). The Parties agree to the Scope of Services and it being a part of the RFP used to seek a consultant for the Project.
  - a. Timeline. The current goal is to award a contract with the selected Consultant on November 13, 2025, with the Project anticipated to be completed by June 2026.
- 2. Contract Administration. The Parties agree as follows regarding seeking a consultant for the Project and administering the contract with the selected Consultant.

- a. SCWMC agrees to, on behalf of the Parties, issue the RFP, enter into a contract with the Consultant, and administer the contract to the completion of the Project. SCWMC will designate a person to serve as project manager (“**Project Manager**”) for the Project. SCWMC agreeing to serve in this role does not make it responsible for the Project beyond that of any other Party.
  - b. The Project Manager is authorized to amend the contract with the Consultant, provided that all such amendments do not result in the total Project cost increasing by more than 10%. The Project Manager shall consult the Steering Committee on all proposed substantive changes to the Consultant’s contract.
  - c. Any questions a Party may have regarding the Project are to be directed to the Project Manager, which may refer the matter to the Steering Committee for discussion and direction.
3. Costs. All four Parties agree to share equally in the base costs for the Project. The shared Project costs include, but are not limited to, web developer fees, and SCWMC administrative and technical services costs for content migration and refresh, contract management and meeting facilitation. Although not anticipated, if additional funding is needed beyond the current balance in WMWA’s Special Projects fund, the Parties may be asked for additional funding which will require the written approval of each Party.
4. Steering Committee. The Parties agree to form a steering committee (“**Steering Committee**”) to assist with the Project. Each Party agrees to make at least one staff member and one TAC/Commissioner available to serve on a Steering Committee. The purpose of the Steering Committee is to assist and provide direction on each of the following.
  - a. Review and approval of the Consultant contract form.
  - b. Interview and selection of the Consultant.
  - c. Develop answers to any questions from the Consultant regarding the Project.
  - d. Approve any substantive changes to the Consultant’s contract.
5. Entire Agreement; Amendments. This MOU constitutes the entire agreement among the Parties regarding the Project. The terms of this MOU may only be amended in writing signed by all of the Parties.
6. Indemnification. Each Party shall be responsible for its own acts and omissions and the results thereof to the greatest extent authorized by law. None of the Parties agrees to accept the liability of any other Party. Each Party agrees to defend, indemnify, and hold the other parties harmless from any and all liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney’s fees, resulting directly or indirectly from the indemnifying Party’s own negligent actions or inactions, or the negligent actions or inactions of the indemnifying Party’s agents or designees. Any Party seeking to be

indemnified and defended shall provide timely notice to the others when the claim is brought. The Party undertaking the defense shall retain all rights and defenses available to the Party indemnified and no immunities are hereby waived that are otherwise available to the other Parties. Nothing in this MOU shall be interpreted as any Party waiving any limitations or exclusions from liability available to it under Minnesota Statutes, chapter 466, common law, or other applicable law.

The parties have entered into this MOU effective as of the date of the last Party to approve it.

[signature pages follow]

**Shingle Creek Watershed Management Commission**

Approved \_\_\_\_\_, 2025.

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Administrator

**West Mississippi Watershed Management Commission**

Approved \_\_\_\_\_, 2025.

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Administrator

**Elm Creek Watershed Management Commission**

Approved \_\_\_\_\_, 2025.

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Administrator

**Bassett Creek Watershed Management Commission**

Approved \_\_\_\_\_, 2025.

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Administrator

## **EXHIBIT A**

### Scope of Services

#### I. Project Overview

The project is the migration and refresh of an existing website for the West Metro Water Alliance (WMWA) ([www.westmetrowateralliance.org](http://www.westmetrowateralliance.org)), a collaboration of four watershed management organizations (WMOs) in Hennepin County, MN. These WMOs are joint powers organizations of cities. The WMOs are governed by citizen boards, and do not have any employees. Administrative, technical, and legal services are provided by consultants. City staff assist the WMOs through Technical Advisory Committees (TAC). These WMOs provide policy making and oversight of the management of lakes, streams, and wetlands in their respective jurisdictions, and are funded primarily by contributions from the member cities. Their functions, geography, and member cities overlap.

The West Metro Water Alliance (WMWA) was founded in 2006 as a collaborative to pool resources and provide coordinated water resources education and outreach services to residents, students, property owners, cities, and other stakeholders within four watersheds. Hennepin County and other WMOs have at one time or another participated in some programming. WMWA does not have its own staff; administrative and technical services are provided by the consultants for the WMOs and by Hennepin County. Since WMWA has grown to take on more responsibility it is currently undergoing a strategic planning process to explore long-term organizational and funding options.

WMWA provides or coordinates a variety of education and outreach including for example:

- Monthly media kits on seasonal topics for use by the WMOs and the member cities. These include short articles for websites and newsletters, sample social media posts, photos and graphics, and other reference materials. These are currently sent out by email and stored on a SharePoint site.
- Written materials, including brochures, fliers, and booklets. These are available in printed form and pdfs are downloadable from the website.
- Workshops and training opportunities sponsored by WMWA or its member cities.
- Education in classrooms and community events through the Watershed PREP program (Protection, Restoration, Education, and Prevention), WMWA contracts with a part time educator who develops and provides lessons on watersheds and water quality in classrooms at public and private schools. The program has grown to include middle schools and some high schools. The educator also tables at science nights and community events.
- Targeted programming and messaging through a new partnership with Hennepin County. A limited duration half-time conservation specialist was recently hired to increase targeted programming and messaging, and coordinate water quality projects. That position is funded by grants through the end of 2027 and the partnership is exploring options to fund it permanently.

The website was developed 10+ years ago and is hosted by Weebly. It is maintained primarily by the administrative services consultant (JASS) that serves the four WMOs, the engineering consultant, and the conservation specialist. The website serves mainly as a hub for storing and retrieving documents and information-sharing. There are no existing or planned interactive business functions (e.g., submitting applications, making online payments). The current website can be found at [www.westmetrowateralliance.org](http://www.westmetrowateralliance.org)

The following are the general functions of the existing website. Consultant should assume that the refreshed website will continue the general functions, but the structure needs to be revised and

streamlined as part of this refresh. More importantly, WMWA desires that the Education and Outreach Resources sections of the site be especially engaging to students, families, and the general public to supplement classroom, science night, or outreach learning; be easy to navigate; and provide opportunities for interactivity. The educator, conservation specialist, and WMWA have already completed some brainstorming and visioning for this part of the website. In addition, it is expected that WMWA technical staff will be developing and adding options such as story maps and interactive maps.

Representatives from WMWA and their administrative and technical consultants will work with the consultant through this refresh, as a group during the initial consultation(s) and visioning and then as one or two key contacts as detailed design progresses on the site. The following are examples of the primary “sections” of the refreshed site based on our initial visioning. Note that WMWA and its partners will be responsible for developing the content.

- Overview
  - Intro to WMWA
  - Calendar
  - Latest news
  - Highlighted program/project(s)
- Document library – the site should include a content taggable and searchable library for:
  - Articles, photos and graphics, and example social media posts on various educational topics. The site should include a searchable library of these pieces.
  - Fliers, brochures, and other documents on relevant topics that can be viewed or downloaded for use.
  - WMWA annual reports and other administrative documents
- Education and outreach resources
  - Resources for educators
  - Interactive activities
  - Activities for students and their families
  - Links to other education resources
- Miscellaneous education and outreach resources
  - General information
  - Volunteer opportunities
  - Workshops and events
  - General information on various topics, e.g., native plants, salt practices, etc.
  - Links to partners or for more information

## II. Goals and Objectives

WMWA and the WMOs seek to leave the Weebly host and environment and refresh the current website on a new host with a new user interface to enhance the user experience, simplify content management, and provide better access to information. The new website must be visually appealing with modern design concepts, offer an intuitive user interface, and be mobile-friendly. The new website shall also comply with the accessibility requirements of Title II of the ADA (including the Web Content Accessibility Guidelines Version 2.1, Level AA). WMWA is also interested in developing a new logo as a potential add to the website scope of service but is not looking for branding or style guidance.

## III. Audience

Our target audiences are multiple with different needs and interests and different levels of technical capability using different platforms and devices. Some examples are:

- General public (information about the natural and water resources in their area, what they can do to protect water quality, volunteer opportunities, family activities)
- Teachers (resources to provide or reinforce classroom lessons)
- Students (resources to reinforce classroom lessons, fun activities)
- City staff (library of outreach materials)
- WMWA partners (library of outreach materials, calendar)
- Public affected by an ongoing project (project overviews, project updates)

#### IV. Requirements

The following are the minimum expected requirements of the work:

- Consultant may recommend a website platform and host that is established and reliable, or plan to work with WMWA to identify and select them. WMWA is neutral about the specific platform to be used and is open to consultant's suggestions. However, the site must use an established and stable platform and must be easily updated (adding content and links, uploading files, adding pages) by multiple support staff of varying technical abilities. WMWA's consultants have had some experience in WordPress.
- Reorganization of the site to enhance the user experience, simplify content management, and provide better access to information.
- The site must be mobile-responsive and ADA compliant, including at a minimum:
  - Keyboard-friendly navigation.
  - High-contrast visuals to improve readability.
  - Alt text for images.
  - Adjustable text sizes.
- WMWA consulting and city and other agency staff will be responsible for reviewing and editing current content (text, photos and graphics) and developing new content.
- Most of the files on the existing site should be migrated to the new site. However, there are outdated files that should be deleted. Consultant will assist support staff in reviewing the files to delete those that are no longer necessary.
- The site must include a robust file management system with a document library allowing for files to be searched by keyword tag and by content and managed easily by support staff.
- The site must include an interactive events calendar of watershed activities.
- The site must include a general contact form.
- WMWA is open to considering a new logo as an Add Alternate to this proposal. This is not a required alternate, and consultants who do not propose this Add Alternate will not be disqualified. This is not a full rebrand or style guide but simply an update to the current logo.