

## ADMINISTRATIVE SERVICES AGREEMENT

THIS ADMINISTRATIVE SERVICES AGREEMENT (“Agreement”) is made and entered into by and between the Bassett Creek Watershed Management Commission, a Minnesota joint powers organization (the “Commission”), and Jan Voit, individually doing business as an independent contractor (the “Contractor”).

1. **SERVICES.** The Contractor will perform certain administrative services related to drafting meeting minutes for monthly Commission meetings, as more specifically directed and requested by the Commission administrator (“Services”). Such Services require attendance at all regular monthly Commission meetings and potentially other meetings as directed by the Commission administrator on an as-needed basis.
2. **COMPENSATION.** Contractor will be paid for Services at the rate of \$40 per hour. Estimated number of hours per month needed to perform the Services is 6 - 8 hours depending on meeting length, complexity of discussion, and level of detail requested by the Commission. Contractor may be reimbursed for pre-approved actual, reasonable and necessary out-of-pocket expenses including printing, materials, and travel (at the current IRS mileage rate for privately owned automobiles). Such pre-approval shall be in writing from the Commission administrator. Any services provided by Contractor related to anything other than meeting minute preparation 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 \$4,000.
3. **PAYMENT.** Contractor will submit monthly invoices for the Services providing detailed time records of Services provided and time spent, and shall provide receipts for pre-approved, eligible reimbursable expenses. Invoices and records, together with supporting information, shall be submitted in a form acceptable to the Commission. The Commission will pay undisputed 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 Commission meeting.
4. **TERM AND TERMINATION.** This Agreement shall be effective as of February 17, 2022 and it shall continue in effect until January 31, 2023. This Agreement may be terminated by either party at any time, and for any reason, on 35 days’ written notice of termination. Upon termination, Contractor shall be paid only for Services and pre-approved reimbursable expenses that are provided to the Commission through the date of termination.
5. **ASSIGNMENT.** Services provided by Contractor will be performed by Jan Voit. No assignment of this Agreement by either party shall be permitted without a prior written agreement signed by the Commission and the Contractor.
6. **AMENDMENTS.** This document 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 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, email address, and incidental office supplies necessary to perform the Services.

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.

