

EDUCATION AND OUTREACH SERVICES AGREEMENT

THIS EDUCATION AND OUTREACH 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 proposal dated July 12, 2016, which is incorporated herein by reference, including development of three educational event displays and writing of four articles for local publications. The terms and conditions of this Agreement shall be controlling over any conflicting term or condition contained within the July 12, 2016 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.

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, 2017. 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: Chairman
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: _____
Jim de Lambert, Chair Date

By: _____
Stacy Hoschka, Secretary Date

Outreach Proposal

Prepared by:
DawnPape
Lawn Chair Gardener



Prepared For:
Bassett Creek Watershed Management Commission

July 13, 2016

1. COVER LETTER
2. DESCRIPTION OF EDUCATION & OUTREACH ACTIVITIES
3. ASSESSMENT/IMPLEMENTATION
4. OVERVIEW OF POTENTIAL OUTREACH SERVICES FOR BCWMC
5. BILLING
6. TERMS AND AGREEMENT
7. ACCEPTANCE
8. APPLICABLE LAW



1. COVER LETTER

Dear Bassett Creek Watershed Management Commission,

Thank you for considering Lawn Chair Gardener for some of your educational and outreach needs. I'm glad we had the opportunity to discuss BCWMC's needs for displays for fairs and city halls that draw people in and monthly newspaper columns and city newsletter articles.

If you have any questions, please don't hesitate to get in touch. My contact information is below.

Thank you,

DawnPape

Lawn Chair Gardener

dawn@lawnchairgardener.com

651-485-5171

2. DESCRIPTION OF ACTIVITIES

Displays

Develop displays to be used at fairs and booths that are designed to draw people in. The displays will incorporate Community-Based Social Marketing techniques that aim at not only educating, but changing people's behaviors.

Monthly Newspaper and Newsletter Articles

Write monthly columns for local newspapers (Sun-Current, Sun Post, Sun Sailor, Lakeshore Weekly News) and neighborhood newspapers in Minneapolis. In addition, I will make the pieces available for other Minneapolis newspapers to get BCWMC's name in the public eye: The Bridge, The Circle, City Pages, Downtown Journal, Hill and Lake Press, Longfellow/Nokomis Messenger, North News, Northeaster, Skyway News, Southside Pride, Southwest Journal, Spokesman/Recorder, Star Tribune.

3. ASSESSMENT/IMPLEMENTATION

Outreach with Displays

BCWMC has expressed interest in developing seasonal displays to engage the public at fairs and city halls. The displays about planting for clean water may be able to coordinate with WMWA's outreach efforts so both organizations can pool resources and budgets.



Make it Fun!

1. Create a light, easy to set up, free-standing, educational, seasonal banners with face cutouts entertaining and educating people about planting for clean water (Spring and Summer), raking up leaves (Fall) and deicing methods that won't negatively impact area waters (Winter).

Example of what planting for clean water face cutout banner could be like:

“What's your reason for pledging to plant for pollinators and clean water?”

The visitors could choose their reason by sticking their face through the corresponding hole. For example, “to protect pollinators” could be written near the cutouts of a bee and a butterfly; “to keep water clean” would be by the cutout of someone jumping off a dock; “for the future” could have children's bodies with cutout faces (so parents could look ridiculous), etc. The banner will have #pledge2plant and the website on it of course to track social media sharing. Of course, some people might just gravitate toward the cutout character they like best, but that's OK too.

2. Develop a bean bag toss with pictures that reinforce the importance of planting for pollinators and clean water. As people play, they can chat about what the icons mean.

Make it Public—People Will Be More Likely to Follow Through

In coordination with the WMWA “Pledge to Plant” campaign, pledgers could be encouraged to raise their right hand or put their hand over their heart and read the pledge to plant pledge (to be written) that will posted nearby. When pledgers are finished making their oral and written pledge, they could ring a bell that will turn heads cause people to hoot and holler a bit to celebrate that we are one more pledge closer to a brighter, cleaner future. This will attract other fair-goer's attention and cause them to stop by and see what all the celebration is about. Behind the pledger, there will be a banner in the background, and, of course, people will be encouraged to have their pals take pictures of them making the pledge and to share it on social media using the hashtag on the banner. Pledgers could also put a dot on the BCWMC map where their planting will be.

Make It a Destination; Ask for People's Input—Show Them BCWMC Values Their Input

1. What is often the most scarce resource at expos? Seating. Depending on if there's room at the fair (ask for a larger exhibit space?) have a few small folding chairs for people to meet other like-minded pledgers and to peruse the info. about how to pledge to plant or to talk to watershed volunteers about various topics. Post questions for people to think about or provide their opinions about on a chalkboard, ribbons or other means. Most people like to be heard.

2. Hand out cookies, candy or glasses of (clean) water from a water pitcher or cooler. [I would not recommend handing out bottles of water since many people might criticize the bottles. Many people know that the water used to produce the bottle is about five times the volume of the water in the bottle, not to mention the pollution and mining water from areas of the globe that can least afford to have water extracted...]

Make It Interesting

Have planters (or pictures) of turf alternatives and signage to show visitors there are easier and more water and pollinator friendly approaches to lawns. Show innovative and eye-catching examples of how to handle stormwater runoff on residential properties.



Incorporating Community-Based Social Marketing to Foster Sustainable Behavior Change Into Displays

None of us can say we behave 100% environmentally friendly 100% of the time. There are many issues that factor in to the decisions we make on a daily basis.

Community-based social marketing draws heavily on research in social psychology, which indicates that initiatives to promote behavior change are often most effective when they are carried out at the community level and involve direct contact with people—such as talking directly to people at events. The emergence of community-based social marketing can be traced to a growing understanding that programs that rely heavily or exclusively on media advertising can be effective in creating public awareness and understanding of issues related to sustainability, but are limited in their ability to foster behavior change.

1. Select Behaviors to Develop Displays Around

- A. planting for clean water—pledge to plant campaign
- B. limiting use of deicers
- C. understanding connections between daily actions/choices and water quality in their community
- D. “streets to streams” concept: where storm drains go and how everything is connected; common pollutants (that people might not think of as pollutants): leaves, grass clippings, dog droppings, deicers...

2. Identify Barriers & Benefits

Contrary to logic, information is not enough to change people’s behaviors. We need to identify barriers and the benefits people see (not from the watershed district perspective). Exhibits, booths, and festivals provide a great forum to have one-on-one conversations with people about what barriers they have to the behaviors listed above.

After we identify people’s barriers, we can work to help solve these problems on the spot by directing them to resources on the BCWMC’s website, BlueThumb.org website, etc.

Future Community-Based Social Marketing Steps for Consideration

3. Developing Strategies

The data that is collected about what is stopping people from performing the desired behaviors (such as sweeping up grass clippings, etc.) can be used to help BCWMC develop future strategies to bring about desired actions. For example, if we identify that people don’t know at what temperature to apply various deicers, a sticker that adheres to resident’s snow shovels could be developed so people could have that information handy. Other strategies include gaining commitments, building community support and social norms, social diffusion/setting an example, giving people timely prompts so they remember to act, creating effective messages, incentives/disincentives, convenience/making it easy to act.

4. Conducting a Pilot

In future years and after a strategy is developed, BCWMC may consider piloting the strategy to make sure it is providing desired outcomes before making a larger investment.

5. Broad-Scale Implementation



4. Overview of Potential Outreach Services for BCWMC Provided by Lawn Chair Gardener for August 1- January 31, 2017

Event / Display Development		
Description of Activity	Estimated Hours (at \$40/hr.)	Estimated Cost (Not to Exceed)
Develop 3 seasonal displays with BCWMC	5-10	\$200-\$400
Design display	20-30	\$800-\$1200/display
Investigate display options, coordinate manufacturing/printing of display(s)	5-10	\$200-\$400/display
Display printing/manufacturing		typically around \$300, but to be determined by type of display to be made
Mileage reimbursement for in-person meetings		IRS rate of \$0.54/mile
		Not to exceed \$2000/display for development & design (including approximately for purchasing the display \$300)

Newspaper Columns/Newsletter Articles		
Description of Activity	Estimated Hours (at \$40/hr.)	Estimated Cost (Not to Exceed)
Write five (August-January) montly articles to send to local newspapers and cities for newsletters. Suggestions for topics are welcome.	5 hrs. (researching topic, writing two versions for newspaper and newsletters, sending to newspapers and cities)	\$200 x 5 = \$1,000



5. BILLING

Lawn Chair Gardener collects half of the payment after the first month of work (August 1, 2016) and the other half upon completion (December 31, 2016). billing cycle.

6. TERMS AND AGREEMENT

Prior to a contractual agreement, elements of this proposal may be amended to better fit BCWMC's needs.

7. ACCEPTANCE

Your signature below indicates acceptance of this proposal and entrance into a contractual agreement with Lawn Chair Gardener beginning on the signature date below:

8. APPLICABLE LAW

This contract and the interpretation of its terms shall be governed by and construed in accordance with the laws of the State of Minnesota and subject to the exclusive jurisdiction of the federal and state courts located in Hennepin County, Minnesota.

IN WITNESS WHEREOF, each of the Parties has executed this contract, both parties by its duly authorized officer, as of the day and year set forth below.

Approved by:

Approved by:

Name BCWMC Representative

Name of Lawn Chair Gardener Representative

Date: _____

Date: _____