



Bassett Creek Watershed Management

MEMO

To: BCWMC Commissioners and Alternate Commissioners
From: Laura Jester, Administrator
Date: May 12, 2022

RE: Internship Position with Dougherty Family College

Recommendation:

1. Approve the attached agreement with Golden Valley and Juan Del Valle Lopez
2. Direct staff to mentor, assign tasks, and oversee Juan's work for the BCWMC

After a discussion about the benefits of the internship program through [Dougherty Family College](#) (DFC) at St. Thomas University at the April 2021 BCWMC meeting, Commissioners directed staff further explore development of an internship position for BCWMC. The DFC internship program offers a professional development opportunity for college students along with networking, learning, and mentorship.

Staff coordinated with Alternate Commissioner McDonald Black and DFC representatives on the specifics of the program and BCWMC member cities were asked about housing and mentoring an intern. The city of Golden Valley has agreed to host the intern. Commission Attorney Anderson drafted the attached agreement between the BCWMC, city of Golden Valley, and the intern candidate.

DFC identified Juan Del Valle Lopez as a great candidate for the BCWMC. I reviewed his resume and yesterday, Commissioner Harwell, Golden Valley TAC member Drew Chirpich, and I had the pleasure of interviewing Juan and discussing the position a little more. Juan is a journalism major and looks forward to "peeking behind the scenes" of local government and watershed organizations. He has experience in retail, college sports team equipment management, and volunteering with youth. I think he will be a great asset to the BCWMC this summer!

Here are some important details about the internship:

- Starts June 6th, planning to work 6 hours per day on Mondays, Tuesday, and Thursdays (has flexibility for other days, evenings, or weekends depending on needs)
- Will work about 8 – 9 weeks until early August
- Will be hosted by city of Golden Valley but will bring personal computer and cell phone
- Will use his own transportation for BCWMC business (with mileage reimbursed)
- Will be a contracted position (similar to other BCWMC staff)
- Compensation will be \$18/hour; 18 hours/week, 9 weeks [total of \$2,916 to come from 2022 BCWMC Education Budget]
- Anticipated BCWMC tasks and activities:
 - Find opportunities in various communities for outreach and engagement to gather input for Watershed Management Plan

- Host BCWMC information, engage with residents and gather survey responses at community events
- Take photos of past CIP projects and interview city staff regarding CIP function and maintenance; create database or record of photos and maintenance
- Review BCWMC website for needed updates, improved format, better content, etc.
- Interview BCWMC staff, commissioners, TAC members about BCWMC work and impact; write articles, social media posts, etc.

Additionally, there will be multiple job shadowing opportunities with city staff from Golden Valley and other member cities. Member cities may also offer some actual work tasks related to stormwater/watershed management.

Golden Valley offices will provide a professional setting for Juan. He will be mentored by me and city staff; there are also opportunities for commissioner involvement in Juan's work. Juan may also seek to interview various staff members to gain a better understanding of their jobs and career paths. He will attend the June and July BCWMC meetings.

INTERNSHIP AGREEMENT

THIS INTERNSHIP AGREEMENT (“Agreement”) is made effective as of the 19th day of May, 2022, by and between the Bassett Creek Watershed Management Commission, a Minnesota joint powers organization (the “Commission”), the City of Golden Valley, a Minnesota municipal corporation (the “City”), and Juan Del Valle Lopez, an individual person (the “Intern”).

WHEREAS, the Intern is a student enrolled at the Dougherty Family College, a post-secondary institution within the University of St. Thomas; and

WHEREAS, the Intern desires a summer internship to perform certain Commission tasks, including special projects, research, and receipt of mentoring; and

WHEREAS, the Commission likewise seeks to hire a summer intern for approximately 12 weeks to perform such tasks, as further detailed in this Agreement, although it lacks office space for an intern; and

WHEREAS, the City is a member city of the Commission and has available office space and other resources for an intern, and also may have tasks that an intern could perform.

NOW, THEREFORE, in consideration of the covenants herein provided, the Commission, the City, and the Intern agree as follows:

1. **INTERNSHIP.** For a period of approximately 12 weeks, the Commission agrees to professionally engage with the Intern, and the Intern agrees to professionally engage with the Commission, all in accordance with the terms provided herein. The Commission will provide Intern with an orientation that will include an overview regarding all general responsibilities, Commission operations, policies and procedures, and general expectations of the Intern during the period of internship. The Commission will also assign and supervise the Intern’s completion of tasks and responsibilities, provide regular opportunities for shadowing and mentoring, provide feedback, and compensate Intern for services in accordance with section 3 of this Agreement.
2. **INTERN SCOPE OF SERVICES:** For a 12-week period starting on or about June 1, 2022, the Intern will work an average of three (3) days per week and six (6) hours each of those days (approximately 18 hours per week). Intern’s schedule is subject to adjustment based on the mutual agreement of the parties. In general, Intern will adhere to and perform the following:
 - Adhere to work hours, policies, procedures and rules governing professional staff behavior, as directed by Commission.
 - Maintain professional relationships with Commission and City employees, customers, and the public.

- Prepare for and utilize opportunities of mentoring and learning offered by the Commission and the City.
 - Be consistent and punctual in the submission of work assignments.
 - Perform the assignments as prioritized and assigned by the Commission under this Agreement, together with such other services as may be assigned by the Commission or the City from time to time, all of which may include:
 - Assistance with outreach and engagement in diverse communities to gather input for use in developing the Commission’s 2025 Watershed Management Plan – including attending community events, corresponding with community leaders, engaging with the public, presenting to groups, proctoring surveys, etc.;
 - Take photos of Commission Capital Improvement Program (CIP) projects around the watershed;
 - Write social media posts or newsletter/newspaper articles;
 - Pick up water samples from CAMP volunteers and deliver to Nine Mile Creek Watershed District office;
 - Review BCWMC website and suggest updates or changes; assist with overhaul of online “document library”;
 - Create database of CIP projects;
 - Collect maintenance records and/or city records/notes on maintenance of CIP projects; and
 - Reformat annual report.
3. **INTERN COMPENSATION; RELATIONSHIP.** Intern will be paid by the Commission at the rate of \$18.00 per hour for services provided. Intern will also be reimbursed for actual, reasonable and necessary out-of-pocket expenses including mileage at the federal rate, postage, photocopies, and printing. Other than mileage and pre-approved expenses, Intern is expected to provide transportation, a mobile phone, and laptop for their use and will not be compensated for these items. Intern understands and agrees that Intern’s engagement with Commission is short-term and “at-will”, and other than payment of wages and reimbursable expenses, as provided above, Intern will not be eligible for any additional compensation or benefits, including, but certainly not limited to, paid leave, insurance contributions, retirement benefits. Neither the Commission or the City promise or guarantee any future engagement or employment opportunities with Intern.
4. **CITY RESPONSIBILITIES.** The City agrees to (i) provide a work location for Intern at Golden Valley City Hall, including a desk and standard office supplies as may be reasonably necessary, but not including a computer or mobile phone; (ii) provide access for Intern to City staff for routine assistance and mentorship; and (iii) provide shadowing and mentoring to Intern, as permitted; and (iv) assign Intern tasks subject to the availability of Intern in light of BCWMC tasks which take priority. City is not obligated to pay any compensation or reimbursement whatsoever to Intern.
5. **TERM AND TERMINATION.** This Agreement shall continue in effect until September 1, 2022 or twelve (12) weeks after the Intern begins services, whichever

is later. Notwithstanding the foregoing, any party may terminate this Agreement with or without cause by providing at least 7 days' written notice to the other parties. Upon termination, the Intern will only be entitled to compensation and reimbursement from the Commission for activities performed through the date of termination.

6. **AMENDMENTS; ASSIGNMENT.** No amendments to this Agreement may be made except in writing signed by both parties. No assignment of this Agreement by any party shall be permitted without a prior written agreement from all parties hereto.
7. **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. Intern will comply with the Minnesota Government Data Practices Act and all other applicable state and federal laws relating to data privacy or confidentiality.
8. **CONFIDENTIALITY.** Intern further agrees to keep confidential and not disclose to any person or entity any data or information furnished by the Commission that is marked in writing as confidential.
9. **HOLD HARMLESS.** Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law. Minnesota Statutes Chapter 466 and other applicable law govern the liability of the Commission and the City. To the full extent permitted by law, this Agreement is intended to be and shall be construed as a "cooperative activity" between the Commission and the City and it is the intent of said parties that they shall be deemed a "single governmental unit" for the purposes of liability, all as set forth in Minnesota Statutes, Section 471.59, Subd. 1a (a); provided further that for purposes of that statute, said parties expressly decline responsibility for the acts or omissions of the other party. In addition to the foregoing, nothing herein shall be construed to waive or limit any immunity from, or limitation on, liability available to any party, whether set forth in Minnesota Statutes, Chapter 466 or otherwise. It is understood that while performing duties pursuant to this Agreement, Intern will be considered a covered party under the Commission's commercial liability insurance.
10. **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. All parties shall comply with all applicable federal, state and local laws, regulations or ordinances in performance of duties hereunder.

[signatures to follow]

WHEREUPON, the undersigned hereunder set their hands to this Agreement as of the day first above written.

INTERN

By: _____
Date

**BASSETT CREEK WATERSHED
MANAGEMENT COMMISSION**

By: _____
Chair Date

By: _____
Secretary Date

CITY OF GOLDEN VALLEY

By: _____
Shepard M. Harris Date
Mayor

By: _____
Timothy Cruikshank, Date
City Manager