

## EDUCATION AND OUTREACH 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 Dawn Pape, doing business as Lawn Chair Gardener, 5901 Birchwood Street, Shoreview, MN 55126 (the “Contractor”).

1. **SERVICES.** Contractor will perform the services outlined in the proposal (“Proposal”) dated March 12, 2019, which is attached hereto as Exhibit 1 and is incorporated herein, including performing outreach and education activities related to salt, including partnering with other organizations and developing informational videos; planning/developing materials for the 50<sup>th</sup> anniversary; and assisting with implementing the Hennepin County AIS Prevention Grant from Hennepin County (collectively, the “Services”). The terms and conditions of this Agreement shall be controlling over any conflicting term or condition contained within the Proposal.
2. **COMPENSATION.** Contractor will be paid for Services at the rate of \$42 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. The total compensation, including expenses, to be paid to Contractor for all the Services to be provided under this Agreement shall not exceed \$7,080.00
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 eligible reimbursable expenses that are not otherwise 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 March 21, 2020. 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 some identified portion of 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 Exhibit, 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, 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: \_\_\_\_\_  
Chair Date

By: \_\_\_\_\_  
Secretary Date



# 2019 EDUCATION SERVICES

March 22, 2019-March 21, 2020

## PROPOSAL FOR BCWMC

Dawn Pape has over twenty years of experience in the field of education and fifteen years of experience specifically in water-related public education. Pape started the Blue Thumb—Planting for Clean Water® program when she was the director of outreach at the Rice Creek Watershed District. In that position, she communicated and coordinated projects with 29 communities, four counties, and many water management organizations.

Dawn Pape brings a unique skill set to projects: writing, creativity, graphic design, photography, social media, website development, friendliness, energy, practicality, implementation experience, fiscal responsibility and even public speaking and performance. With a Masters of Science in Environmental Education from University of Wisconsin—Stevens Point, Pape keeps abreast of environmental issues and technology with continuing education.

### Lawn Chair Gardener

Dawn Pape  
5901 Birchwood St.  
Shoreview, MN 55126  
651.485.5171  
dawn@lawnchairgardener.com  
lawnchairgardener.com

### BCWMC

Laura Jester  
  
laura.jester@kestonewaters.com  
bassettcreekwmo.org

Proposal Issued:  
**03.12.2019**

Proposal Valid to:  
**03.30.2019**

Services	Hourly Rate x Time	Total
<b>50th Anniversary</b> - Edit content and design 8-page booklet, print 250 copies - Assist Administrator Jester in creating a display for June 27th event	\$42 x 57 hrs = \$2,394 + \$646 for printing and display materials	\$3,040.00
<b>Help Develop Lake-Specific AIS Prevention Educational Materials</b> (Hennepin County AIS grant) Notes: Lake group leaders will identify key messages and material format for their lakes. Leaders from lakes in the BCWMC expressed an interest in personally reaching out to their neighbors, shoreline homeowners, and lake users with lake specific materials regarding AIS prevention. They are particularly interested in helping homeowners understand their personal responsibility in AIS prevention, including hiring only well vetted Lake Service Providers and making sure docks, lifts, and other objects are AIS free before installation or removal from their property. Since there is already a large amount of AIS educational material that can be used, tailoring messages for specific lakes is the key.	\$42 x 12 hrs = \$504 + \$536 for printing	\$1,040.00
<b>Salt Education</b> Educational PSA-type videos for website and social media Salt smart campaigns/education Coordination with others watersheds to implement collaborative education	\$42 x ~68 hrs. = \$2,855 + mileage to ~5 meetings (50 mi. x .58/mi. = \$145)	\$3,000.00
	<b>Labor</b>	<b>\$5,753.00</b>
	<b>Materials + Mileage</b>	<b>\$1,327.00</b>
	<b>Total</b>	<b>\$7,080.00</b>