

ADMINISTRATOR AGREEMENT

THIS AGREEMENT is made effective as of ~~this~~ the first day of _____, ~~2012, February, 2015,~~ by and between the Bassett Creek Watershed Management Commission, a Minnesota joint powers organization (the “Commission”), and Keystone Waters, LLC, a Minnesota limited liability company (the “Contractor”).

1. SCOPE OF SERVICES: Contractor will perform the following services as prioritized and assigned by the Commission under this Agreement, together with such other administrative services as may be assigned from time to time:

- Facilitate the development and implementation of an updated watershed management plan to set strategic direction, goals, policies and work plans for the next 10 years.
- Establish processes to increase the organization’s efficiency and to reduce duplication of effort.
- Serve as the primary point of contact for Commission business and coordinate activities among consultants.
- Provide coordination with representatives of City, County, State and Federal agencies and other stakeholder groups.
- Coordinate consultants’ projects and activities; review invoices and recommend payment.
- Identify opportunities to secure grant funding and develop partnerships to accomplish the Commission’s Watershed Management Plan.
- Track implementation of watershed-funded annual water quality projects and activities to ensure that established objectives, project budgets, and schedules are met.
- With the assistance of the Administrative Committee and the Deputy Treasurer, develop an operation budget on an annual basis for consideration by the Commission.
- Develop an annual work plan and reporting system in consultation with the Commission’s Administrative Committee.
- Develop agendas for meetings; attend the monthly Commission meetings, TAC meetings and others as necessary.
- Perform other duties or activities as may be directed by the Commission.

~~The Commission’s 2013 budget sets aside \$50,000 for expenses related to the Administrator’s position. Contractor will prepare and maintain a work plan and schedule of priorities, in consultation with the Commission or its authorized representatives, to facilitate determining and achieving the Commission’s highest priority goals within its budget.~~

2. COMPENSATION. Contractor will be paid for services at the rate of \$~~65~~67 per hour.

Contractor will be reimbursed for actual, reasonable and necessary out-of-pocket expenses including postage, photocopies, audiotapes, and printing. Mileage ~~and time~~ will not be reimbursed for travel within the Minneapolis/St. Paul seven-county metropolitan area. ~~Within 90 days of the date of this agreement, the Commission will review and consider~~

~~amending this Agreement to provide for payment for mileage and time.~~ Contractor will be paid at the hourly rate specified above for travel time on Commission business, but will not be paid for travel time commuting to and from home for Commission meetings. Travel outside of the seven-county metropolitan area including mileage (State of Minnesota rate), meals and overnight accommodations must have the prior approval of the Commission or its designee. The Commission may specify vendors to be used by Contractor for reimbursable expenses, which vendors may include Barr Engineering, member cities, or other entities.

Compensation will not exceed ~~\$5,000~~5,150 per month, including reimbursable expenses, without the prior approval of the Commission or its authorized officers.

3. PAYMENT. ~~Contractor may not incur reimbursable expenses prior to January 1, 2013 without permission from the Commission or its designee.~~ The Contractor will submit monthly invoices for services providing detailed time records of services provided and time spent and receipts for reimbursable expenses.

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 continue in effect indefinitely unless terminated in accordance with this Agreement. This Agreement may be terminated by either party at any time, and for any reason, on 30 days' written notice.
5. SUBSTITUTION AND ASSIGNMENT. Services provided by Contractor will generally be performed by Laura Jester. 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. No amendments to this Agreement may be made except in writing 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.

This Agreement is non-exclusive. Contractor may take other employment or contracts that do not interfere with Contractor's duties hereunder.

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. If Contractor receives a request for data pursuant to the Data Practices Act, Minnesota Statutes chapter 13 (DPA), that may encompass data (as that term is defined in the DPA) Contractor possesses or has created as a result of this Agreement, it will inform the Commission immediately and transmit a copy of the request. If the request is addressed to the Commission, Contractor will not provide any information or documents, but will direct the inquiry to the Commission. If the request is addressed to Contractor, Contractor will be responsible to determine whether she is legally required to respond to the request and otherwise what her legal obligations are, but will notify and consult with the Commission and its legal counsel before replying. Nothing in the preceding sentence supersedes Contractor's obligations under this agreement with respect to protection of Commission data, property rights in data or confidentiality. Nothing in this section constitutes a determination that Contractor is performing a governmental function within the meaning of Minnesota Statutes section 13.05, subdivision 11, or otherwise expands the applicability of the DPA beyond its scope under governing law.
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 AND INSURANCE.** 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. Contractor's obligation to indemnify Commission shall be limited to indemnification provided by insurance. Contractor shall maintain insurance providing

coverage for general and professional liability in the amounts and providing the coverage generally described in the insurance binders attached to this Agreement. Contractor can rely on work provided by the Commission's Contractors.

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 unless specifically given such authority in writing or by motion 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: Laura Jester
 Keystone Waters, LLC
 16145 Hillcrest Lane
 Eden Prairie, MN 55346

To the Commission: Chair ~~Ginny Black~~ Jim de Lambert
 Bassett Creek Watershed Management Commission
 City of Plymouth
 City Hall
 3400 Plymouth Blvd.
 Plymouth, MN 55447

15. This Agreement supersedes the prior Administrator Agreement between the parties dated January 2, 2013, as of the effective date of this Agreement.

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

KEYSTONE WATERS, LLC

By: _____
 Laura Jester

BASSETT CREEK WATERSHED

MANAGEMENT COMMISSION

By: _____

~~Ginny Black~~ Jim de Lambert, Chair

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