

INDEPENDENT CONTRACTOR AGREEMENT

Communications and Administrative Assistant

THIS AGREEMENT is made on this 16th day of July, 2026, by and between the Bassett Creek Watershed Management Commission, a municipal joint powers entity formed under the laws of Minnesota (the “Commission”), and Kaitlyn Egan, an individual person (the “Contractor”).

RECITALS

WHEREAS, the Contractor has the necessary skill, experience, education, and training to provide professional services to the Commission in capacity of Communications and Administrative Assistant, and the Contractor can and desires to provide such services to the Commission; and

WHEREAS, the Commission desires to procure from the Contractor services as Communications and Administrative Assistant.

NOW, THEREFORE, for good and valuable consideration, including the mutual promises and agreements contained in this Agreement, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

AGREEMENT

1. **Independent Contractor.** The Commission hereby retains the Contractor as an independent contractor pursuant to the terms and conditions set forth in this Agreement. The Contractor is an independent contractor and not an employee of the Commission. The 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. The Contractor will provide, at Contractor’s expense, necessary office space, transportation, computer/internet capability, an email address, and incidental office supplies.

Furthermore, the Contractor shall be exclusively responsible under this Agreement for the Contractor’s own FICA payments, workers’ compensation insurance if required under law, unemployment compensation insurance, withholding amounts, or self-employment taxes if any such payments, amounts, or taxes are required to be paid by law or regulation. The Contractor understands and warrants that she will not be entitled to receive benefits customarily provided by public employers to their employees, including, but certainly not limited to, rights to tenure, workers’ compensation benefits, unemployment compensation benefits, health, life, or disability insurance, sick and vacation leave, ESST, severance pay, pension benefits, or other rights or benefits.

2. **Contractor’s Services and Work Products.** The Contractor agrees to provide services as the Commission’s Communications and Administrative Assistant, which include, but are not necessarily limited to, those described on Exhibit A attached hereto. The Contractor agrees to perform all services in a professional matter, using best efforts, in a manner consistent with the level of care and skill ordinarily exercised by professional consultants currently providing similar services.

The Contractor shall report directly to the Commission's Administrator. The Contractor shall, in the execution of such services, conform to all applicable federal, state, and local laws, codes, ordinances, and regulations. All records, information, materials, and other work products, including, but not limited to, any completed reports, plans, or materials prepared or developed by the Contractor in connection with the provision of services pursuant to this Agreement shall become the property of the Commission upon delivery to Commission representatives. Services provided to the Commission under this Agreement shall be performed exclusively by the Contractor. This Agreement, being intended to secure the personal services of the Contractor, shall not be assigned, sublet or transferred to another individual without the written consent of the Commission.

3. **Compensation for Services; Invoicing.** The Commission agrees to pay the Contractor for the services in the amount of \$48.00 per hour. The Contractor shall invoice the Commission monthly for the Contractor's services. The Contractor is not entitled to reimbursement for any out-of-pocket expenses unless expressly approved by the Commission Administrator in writing. It is anticipated that the Contractor will average approximately 50 hours per month, though workload will fluctuate throughout the year depending on the needs and expectations of the Commission. Notwithstanding the hourly rate above, compensation for services provided under this Agreement may not exceed \$29,952 per Commission fiscal year, pro-rated for the first year due to the midyear effective date and excluding reimbursement for any pre-approved expenses, provided, however, that the Contractor may exceed such amount if expressly preauthorized by the Commission in writing.

The Contractor shall provide the Commission with detailed invoices that describe the services provided, the date of the service, and the amount of time spent by the Contractor on such services. Services shall be invoiced in 15-minute increments. The Commission shall make payment to the Contractor within 45 days of receiving an invoice from the Contractor.

4. **Termination.** Either party may, with or without cause, terminate this Agreement by providing 14 days' written notice to the other party as provided in section 11 below. After termination, the Commission shall have no further obligation to the Contractor except to compensate the Contractor for services performed prior to termination. This Agreement shall terminate upon the Commission's final payment to the Contractor for the services provided by the Contractor during the term of this Agreement.
5. **Indemnification.** The Contractor shall indemnify, defend, and hold harmless the Commission and its officials, employees, contractors and agents from any loss, claim, liability, and expense (including reasonable attorneys' fees and expenses of litigation) arising from, or based in the whole, or in any part, on any act or omission by the Contractor in the performance of services pursuant to this Agreement.
6. **Records Access.** Pursuant to Minnesota Statutes, section 16C.05, subd. 5, the Contractor must allow the Commission, or its duly authorized agents, and the state auditor or legislative auditor reasonable access to any books, records, documents, and accounting procedures and

practices that are pertinent to all services provided under this Agreement for a minimum of six years from the termination of this Agreement.

7. **Data Practices.** The Contractor shall comply with Minnesota Statutes Chapter 13, the Minnesota Government Data Practices Act. The Contractor shall not disclose not public data except as authorized by the Act. The Contractor will immediately report to the Commission Administrator any requests from third parties for information relating to this Agreement.
8. **No Agency.** The 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 separate action of the Commission, which may include, but is not necessarily limited to, Commission direction, motion, resolution, or formal policy.
9. **Governing Law.** The laws of the State of Minnesota shall control this Agreement. Any disputes, controversies, or claims arising under this Agreement shall be heard in the state or federal courts of Minnesota and the parties waive any objections to jurisdiction.
10. **Entire Agreement; Amendments.** This Agreement constitutes the entire Agreement between the parties, and no other agreement prior to or contemporaneous with this Agreement shall be effective, except as expressly set forth or incorporated herein. Any purported amendment to this Agreement is not effective unless it is in writing and executed by both parties.
11. **Notices.** Any notice or demand, authorized or required under this Agreement, shall be in writing and shall be sent by first class United States mail, with a copy emailed, to the respective addresses below:

To the Contractor:

Kaitlyn Egan

Email: kegan1027@gmail.com

To the Commission:

Bassett Creek Watershed Management Commission
Attention: Administrator
P.O. Box 270825
Golden Valley MN 55427
Email: laura.jester@keystonewaters.com

12. **No Waiver by the Commission.** By entering into this Agreement, the Commission does not waive its entitlement to any immunities or liability limits under statute or common law.
13. **No Discrimination.** The Contractor agrees not to discriminate in providing services under this Agreement on the basis of race, color, sex, creed, national origin, disability, age, sexual

orientation, status with regard to public assistance, or religion. Violation of this section may lead to immediate termination of this Agreement.

14. **Agreement Not Exclusive.** The Commission retains the right to hire other additional consultants or contractors in the Commission's sole discretion.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year written above.

CONTRACTOR

By: _____
Kaitlyn Egan

THE COMMISSION

By: _____
Chair

By: _____
Secretary



EXHIBIT A

Position Title: Communications and Administrative Assistant
Position Status: Part-time, contracted 40 – 50 hours per month
Contract Rate: Hourly rate \$42 - \$48/hour, plus approved expenses, no benefits
Location: Hybrid - Primarily remote with required attendance at some meetings and events in the BCWMC (primarily Golden Valley and Plymouth, MN)
Reports To: Administrator

POSITION DESCRIPTION

The Communications and Administrative Assistant will help to expand the communications and community engagement activities of the BCWMC and will provide administrative and operational support for the administrator and board of commissioners. The candidate must be self-motivated with a demonstrated ability to work independently and complete most tasks without supervision. This is not an employee of the BCWMC, but rather an independent contracted individual or an individual within a firm. Team-based contracting/consulting will not be considered. No benefits are available. Direct expenses may be reimbursed.

The duties listed below are intended only as illustrations of the various types of work that may be performed by the candidate. Additional communication/engagement or administrative related tasks may be assigned by the administrator or board of commissioners. The amount of work and tasks over the course of a month is expected to vary with some weeks requiring more than 10 - 12 hours and other weeks requiring considerably less. A flexible schedule is preferred.

Examples of Communication & Engagement Tasks

- Compose written communications; edit technical reports and assist with report layout including for ADA accessibility compliance
- Assist with social media including establishing accounts and creation of content
- Write and distribute regular press releases on BCWMC projects and programs; keep “news” section of website updated
- Maintain website to ensure it reflects current information and project updates
- Track education and outreach events and attendance levels
- Participate in West Metro Water Alliance steering committee meetings
- Assist with developing consistent communication and outreach with residents in environmental justice areas or vulnerable communities
- Assist with advancing goals to incorporate Native American language and knowledge in materials, projects, and programs

EXHIBIT A

- Draft/redesign BCWMC annual activity report
- Organize watershed tour every other year
- Assist commissioners with registration and logistics for Minnesota Watershed meetings and events, and other training or events, as needed
- Assist with education events including tabling; education materials management/stocking and delivering; volunteer coordination
- Manage the Community Assisted Monitoring Program (CAMP) including coordination of volunteers; picking up samples; maintaining equipment boxes
- Participate in Education Committee meetings and assist with carrying out committee recommendations/programs

Examples of Administrative Tasks

- Monthly meeting attendance and preparation: print, post, and mail meeting materials; draft meeting minutes; arrange for catering (BCWMC monthly meeting attendance expected online or in person)
- Update monthly spreadsheet to track invoices and gather W9s, as needed
- Arrange meetings for committees, partner updates, etc. and secure meeting space; update online calendar and public meeting notice
- Maintain commission rosters
- Assist with electronic and paper file management, records retention, and development of electronic file management system
- Track and file contracts
- Evaluate, develop, and implement changes in administrative procedures to improve efficiency
- Assist with external grant tracking and grant management
- Assist with development and implementation of new program for tracking and communicating about capital improvement program (CIP) projects and evaluation of past projects

Additional Functions

- Participate as a member of the BCWMC team by contributing ideas and helping where needed with projects and programs
- Effectively represent the BCWMC to other local units of government, member cities, partner organizations, and the public
- Other duties, as assigned.

KNOWLEDGE, SKILLS, AND ABILITIES

Education: Must possess an associate's degree. A bachelor's degree is preferred.

EXHIBIT A

Experience:

- 1+ years of working in communication/education role
- Demonstrated experience using word processing and spreadsheet software
- Experience working with the public or non-profit entity

Preferred Qualifications:

- Good writing skills to produce effective and readable non-technical reports, documents, and correspondence
- Good oral and interpersonal communication skills
- Strong organizational skills with attention to accuracy and detail
- Willingness to learn new technology and processes and recommend enhancements

Expectations:

- Promptly responds to email and phone calls and develops positive working relationships with internal and external audiences
- Ability to communicate accurately and effectively in-person, via telephone, and email
- Ability to establish priorities, balance diverse work and implement projects successfully
- Ability to work successfully with considerable independence (self-motivated) with good time management skills
- Effectively listens, speaks, and interacts tactfully in a work group and with the public
- Occasional weekend and evening work required

PHYSICAL REQUIREMENTS

The physical demands described are representative of those that must be met to perform the essential functions of the job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

This work occasionally requires moving and carrying equipment up to 50 pounds. Performing the duties of this job requires the use of a computer, telephone, copy machine, and other office technology.

SUPERVISORY RESPONSIBILITY

None, unless otherwise assigned.