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CHARTERED

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MEMORANDUM

Date: January 11, 2013

To: Bassett Creek Watershed Management Commissioners

From: Charles LeFevere

Re: West Metro Watershed Alliance Requests

Background.

BCWMC is a participant in the West Metro Watershed Alliance (“WMWA”). That organization is a collaboration of several watershed management organizations that have joined together for various education and outreach activities on behalf of the participants. Administrative services for that organization are provided by the Shingle Creek Watershed Management Commission. Each of the WMOs that participate in WMWA are parties to a joint powers agreement with Shingle Creek Watershed Management Commission to reimburse Shingle Creek for a share of its administrative expenses. The agreement currently provides that such administrative expenses charged to Bassett will not exceed \$2,000 for these “ordinary, routine administrative activities”. The agreement also provides in paragraph 4 that “In the event one or more entities attending WMWA wish to collaborate on additional projects or activities, such activities will be the subject of separate agreements. A copy of the joint powers agreement is attached.

In a memorandum from WMWA dated November 1, 2012, the participants in WMWA were asked, among other things, to carry over certain funds from 2012 to supplement the budget in 2013. However, in the case of Bassett Creek, Shingle Creek understands that the total Bassett Creek budget for 2012 for WMWA “administration and projects” was \$3,000. Since Bassett has already paid that amount for expenses incurred by WMWA, there is no budget money to “carry over” for payments by Bassett. Therefore, that part of the request, which caused a good deal of confusion, does not apply to Bassett.

WMWA, however, is making two other requests.

Approval of Expenditures for Preliminary Work on the K-12 Education Project.

WMWA is undertaking a project to work with educators to gauge interest in the concept of providing classroom presentations and work with curriculum coordinators and teachers to develop lessons. After this short-term, initial work is completed, the program would be more fully developed, educators would be recruited and trained, and the like, under a separate, more detailed agreement with educators.

At this time, WMWA is requesting that Bassett approve the expenditure of funds for the first part of these educational activities as a project of WMWA. WMWA is not requesting any additional funds. Rather, it is simply requesting approval (which is somewhat after-the-fact) of expending WMO funds for this project. In the case of Bassett, no money is being requested in addition to the total \$3,000 that has already been paid for 2012.

If the Commission approves the expenditure of a portion of Bassett Creek's 2012 funding for WMWA for this purpose, it should be sufficient to make a motion "to approve expenditure by the Shingle Creek Watershed Management Commission of funds paid by Bassett Creek to WMWA in 2012 for preliminary work on its K-12 Project."

Request to Increase Cap.

As noted above, the current joint powers agreement has a cap on Bassett Creek's obligation to reimburse Shingle Creek for WMWA administrative expenses. That cap, at \$2,000, has been unchanged since the initial creation of WMWA. It is my understanding that the activities of WMWA have increased substantially over that time. These activities include increasing meetings from quarterly to approximately ten per year, preparation of the WaterLinks newsletter, and other activities. To some extent, these additional activities have been voluntarily funded by other WMO's that are making greater contributions than Bassett. WMWA has requested that Bassett approve a change to the joint powers agreement increasing the cap from \$2,000 to \$4,500 for the year 2013. The Bassett budget for Education and Public Outreach for 2013 is \$14,775. That budget line item covers "registration fees for city events; develop maps for city events, brochures, fact sheets, native seed packets and the Joint Education and Public Outreach Committee administrative costs." WMWA expenses are handled on a reimbursement basis. Therefore, if the actual expenses of WMWA are not sufficient to require reimbursement up to the amount of the cap, the cost to Bassett could be lower than \$4,500. The only change requested by Shingle Creek is the increase in the amount of the cap under the joint powers agreement. If the Commission wishes to authorize this, it could simply approve amendment of the joint powers agreement to increase the maximum reimbursement required from \$2,000 to \$4,500.

CLL:peb
Attachment

AGREEMENT FOR ADMINISTRATIVE SERVICES

THIS AGREEMENT is made as of the ____ day of _____, 2010, by and between the Shingle Creek Watershed Management Commission, a Minnesota joint powers watershed management organization ("Shingle Creek"), and _____, a _____ ("Participant").

WITNESSETH:

WHEREAS, representatives of a number of watershed management organizations and other organizations with an interest in water quality and stormwater management, including Shingle Creek and Participant, among others, have been meeting as an unofficial working group referred to as the West Metro Watershed Alliance ("WMWA") and collaborating on various projects related to education and outreach on water quality matters; and

WHEREAS, Shingle Creek and Participant have determined that it is in the best interests of the parties and the public to continue such collaborative activities through WMWA; and

WHEREAS, the activities of WMWA will be more efficient and effective if one of the members of that group acts as a convenor of meetings and provides such administrative and professional services in furtherance of the collaborative efforts of WMWA as may be required by the group; and

WHEREAS, Shingle Creek is willing to provide such services on the terms and conditions hereinafter set forth.

NOW, THEREFORE, on the basis of the premises and the mutual promises and covenants hereinafter set forth, the parties agree as follows:

1. Shingle Creek will provide the following services to WMWA:
 - a. Arrange a time and place for meetings of WMWA.
 - b. Give notice to persons attending WMWA meetings, including Participant.
 - c. Take and keep minutes or records of meetings of WMWA and provide copies to persons attending the meeting, including Participant.
 - d. Perform other administrative or professional duties as assigned by the parties attending meetings of WMWA.
 - e. Maintain records of costs of providing administrative and other professional services and bill such costs to entities participating in the activities of WMWA. Such records and accounts shall be available to any authorized representative of Participant.
2. Participant agrees that it will:
 - a. Designate an official contact person for WMWA notifications.
 - b. Send a representative to attend meetings of WMWA.
 - c. Reimburse Shingle Creek for its out-of-pocket expenses for administrative, technical and legal and reimbursable expenses, such as paper, postage, meeting expenses, and the like. Such expenses will be shared and charged equally to all entities participating in WMWA, including Shingle Creek. Participant will not be required to pay for expenses

in any amounts in excess of \$2,000 per calendar year for the year 2010 and for each calendar year thereafter until this Agreement is amended by mutual consent of the parties or terminated in accordance with its terms.

3. Either party may terminate this Agreement effective December 31 of any year by giving 60 days' prior written notice to the other. Shingle Creek may terminate this Agreement at any time on 30 days' notice to Participant at any time when fewer than four entities are sharing costs of WMWA.
4. It is the intent of this Agreement that services provided will be the ordinary, routine administrative activities of WMWA. In the event one or more entities attending WMWA wish to collaborate on additional projects or activities, such activities will be the subject of separate agreements.

IN WITNESS WHEREOF, Shingle Creek and Participant, by their authorized representatives, have hereunto set their hands as of the day and date first above written.

SHINGLE CREEK WATERSHED
MANAGEMENT COMMISSION

By: _____
Its Chair

And by: _____
Its: _____

PARTICIPANT

By: _____
Its: _____