

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the “Assignment”), entered into this ___ day of _____, 2021 (the “Effective Date”), is between Lawn Chair Gardener, a Minnesota sole proprietorship (“Assignor”), and We All Need Food and Water, a Minnesota nonprofit corporation (“Assignee”).

RECITALS

1. On February 2, 2021, Assignor and the Bassett Creek Watershed Management Commission (“BCWMC”) entered into that certain Administrative Services and Education and Outreach Services Agreement (the “Agreement”), a copy of which is attached hereto as Exhibit A.

2. Assignor desires to assign all of its rights and obligations under said Agreement to Assignee, Assignee desires to assume such rights and obligations, and pursuant to section 5 of the Agreement, the BCWMC must approve such assignment in writing.

AGREEMENT

In consideration of the recitals above and the mutual covenants and conditions contained herein, the parties hereby agree that as of the Effective Date, Assignor hereby assigns to Assignee all of its rights, interests, and obligations related to the Agreement, and Assignee hereby assumes all such rights, interests, and obligations. This Assignment shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns. Except for the express assignment contemplated herein, no other terms or conditions of the Agreement shall be otherwise affected, amended or modified by this Assignment in any manner whatsoever.

ASSIGNOR (LAWN CHAIR GARDENER):

By: _____

Its: _____

ASSIGNEE (WE ALL NEED FOOD AND WATER):

By: _____

Its: _____

**CONSENT FROM BASSETT CREEK
WATERSHED MANAGEMENT COMMISSION:**

By: _____
Chair

By: _____
Secretary



ADMINISTRATIVE SERVICES AND EDUCATION & OUTREACH SERVICES AGREEMENT

THIS ADMINISTRATIVE SERVICES AND EDUCATION & OUTREACH 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 January 5, 2021, which is attached hereto as Exhibit 1 and is incorporated herein, generally including attending meetings and drafting minutes for all monthly Commission meetings; performing social media tasks; writing newspaper columns and press releases; and performing additional educational tasks as assigned by the Commission (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 \$45 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 \$18,867.00.
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 January 31, 2022. 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. **COMPLETE AGREEMENT.** This Agreement, together with any attached exhibits, contains the complete agreement between the parties and supersedes any and all previous oral and written agreements, representations and negotiations between the parties regarding the provision of services by Contractor to the Commission. No modifications or amendments may be made to this Agreement unless in 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* 2/2/21
Dawn Pape (Lawn Chair Gardener) Date

**BASSETT CREEK WATERSHED
MANAGEMENT COMMISSION**

By: *[Signature]* 9-27-21
Vice Chair Date

By: *[Signature]* 1/28/2021
Secretary Date



ADMINISTRATIVE & EDUCATION / OUTREACH SERVICES
 PROPOSAL FOR BCWMC
 February 1, 2021–January 31, 2022

Dawn Pape has over twenty-five years of experience in the field of education and sixteen 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

BCWMC

Dawn Pape
 5901 Birchwood St.
 Shoreview, MN 55126
 651.485.5171

Laura Jester

dawn@lawnchairgardener.com
 lawnchairgardener.com

laura.jester@keystonewaters.com
 bassettcreekwmo.org

Proposal Issued:
 01.05.2021

Proposal Valid to:
 03.30.2021

Administrative Services

Board minutes

meeting attendance and drafting minutes, approx. 7.5 hrs. ea. mo. x \$45/hr. x 12 mos. = \$4,050

Mileage for board meetings

assuming 6 in-person meetings x 42 miles x \$0.56/mile = \$ 142

TOTAL not to exceed = **\$4,192**

Education/Outreach Services

Facebook and Instagram

1-2 social media posts on both platforms, 1.5 hrs./week x 52 weeks x \$45 = \$3,510

There was a 10.4% increase in followers and a 19% increase in Facebook engagement in 2020.

2020 Reach=45,867 (Reach is defined as the number of unique users who had any content or information about the BCWMC page enter their screen. This includes posts, check-ins, ads, social information from people who interact with the BCWMC page and more.)

2020 Engagement=5,771 (Engagement is defined as the number of unique users who engaged with the BCWMC Page. Engagement includes any click or story created.)

Facebook ads

\$40/mo.x 12 mos. to increase reach and engagement = \$ 480

Educational newspaper article writing

write monthly column for local newspapers and send press releases as needed, post columns and Watershed Partners articles to BCWMC website, \$45 x 6 hrs./month x 12 mos. = \$3,240

Education committee meetings or meetings with Administrator

2 meetings/year at approx. 3 hours in length X \$45 = \$ 270
 mileage 2 in-person meetings x 42 miles x \$0.56/mile = \$ 47

Additional educational tasks and activities such as educational videos

or as assigned by the Education Committee and approved by the BCWMC Board of Commissioners in 2021 = \$7,128

TOTAL not to exceed = **\$14,675**

Administrative & Education/Outreach Services Total not to exceed

\$18,867.00