

## PERSONAL SERVICES AGREEMENT

The Southeast Minnesota Regional Radio Board, 101 4th Street SE, Rochester, MN 55904, hereinafter referred to as the "SE MN RRB", and Dawn Freshwater, 1632 10<sup>th</sup> Avenue SE, Rochester, MN 55904, hereinafter referred to as "Contractor" enter into this agreement for a term of two years, commencing September 1, 2010.

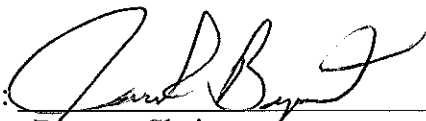
WHEREAS, the SE MN RRB, wishes to purchase services to ensure the accurate preparation of meeting minutes for the Users Group Committee; and

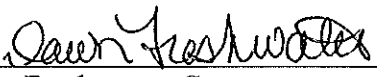
WHEREAS, Dawn Freshwater represents that she is duly qualified and willing to perform such services.

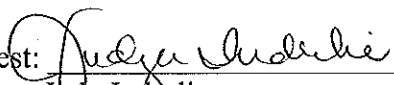
NOW, THEREFORE, in consideration of the mutual undertakings and agreements set forth, the SE MN RRB and Contractor agree as follows:

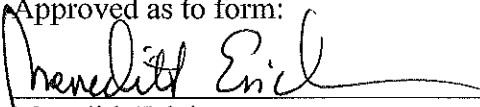
1. The Contractor will perform these services as an independent contractor and not as an employee of the SE MN RRB. It is agreed that nothing contained herein is intended or should be construed as creating or establishing a relationship of agent, partner, or associates between the parties hereto or as constituting Contractor as an employee of the SE MN RRB or the Users Committee for any purpose or in any manner.
2. Contractor agrees to provide clerical services to the Users Committee of the SE MN RRB for the purpose of accurately maintaining a written record of the actions of the Committee and generating minutes for the Committee's review and approval.
3. Contractor agrees to perform these services at the rate of \$20.40 per hour.
4. The SE MN RRB makes no guarantee as to the minimum amount of work or minimum number of hours to be performed by Contractor as part of this Agreement.
5. The Contractor agrees to submit monthly or if appropriate, bimonthly claims for payment on forms as specified by the SE MN RRB. Such claims shall be itemized as to the number of hours worked. The claims will be retained and made available to auditors, if requested.
6. This Agreement shall remain in force for a period of two years and may be automatically renewed for annual terms upon agreement of the parties.
7. Either party may cancel this Agreement upon 60 days written notice.
8. This Agreement may be amended by written consent of both parties. All amendments must be signed by both parties and attached to and made a part of this Agreement.

9. Contractor further reserves the right to schedule work in accordance with the Contractor's needs and preferences.
10. All data collected, created, received, maintained, or disseminated for any purpose in the course of the Contractor's performance of this Agreement shall be governed by the Minnesota Data Practices Act and any other applicable statutes and rules. The Contractor agrees to abide strictly by these statutes, rules and regulations.
11. This Agreement constitutes the entire agreement between the parties and shall supersede all prior written or oral agreements.

By:   
Jim Bryant, Chair  
Southeast Minnesota Regional Radio Board

By:   
Dawn Freshwater, Contractor  
1632 10<sup>th</sup> Ave, SE  
Rochester, MN 55904

Attest:   
Judy Indrelie  
Administrator

Approved as to form:  
  
Meredith Erickson  
Counsel to the Board