

Lakes Country Service Cooperative
1001 E. Mt. Faith, Fergus Falls, MN 56537
Jeremy Kovash, Executive Director

Services Agreement

This "Agreement" is entered into the _____ day of _____, 2017 ("Effective Date") between Lakes Country Service Cooperative, a public corporation ("LCSC"), and Pelican Rapids School District #548 centrally located in Pelican Rapids, Minnesota ("Member").

For good and valuable consideration, the parties agree as follows:

1. Service. The Member agrees to purchase from LCSC, and LCSC agrees to perform on behalf of the Member, the following "Service":
Through one or more designated LCSC staff, perform consultative services to support the Member's management of its environmental health and occupational safety programs, as further described in Exhibit A to this Agreement.
2. LCSC's Responsibilities:
In furtherance of performing the Services, and in addition to any other obligations described herein, LCSC shall:
Authorize and direct LCSC's Health and Safety Program to provide the Services to the Member.
LCSC staff will provide the Services over the course of 12 days per year.
3. Member's Responsibilities:
Provide on-site work space, internet access, and office related functions including print, copy, and fax capability for LCSC staff.
Make employees available as needed by LCSC staff to provide the Service, and assign a main contact person for LCSC staff.
House and maintain required documents and records, and implement the compliance programs.
Complete action items resulting from a regulatory inspection and as determined by LCSC staff.
Provide notice to LCSC staff of any changes that could affect the environmental health and occupational safety programs.
4. Payment. The Member agrees to pay LCSC for the Services as follows:
 - a. in FY18, \$9,225
 - b. in FY19, \$9,548
 - c. in FY20, \$9,882

In addition, the annual Service cost may be adjusted based on services provided by the Member or an increase or decrease in square footage owned, leased, or managed by the Member. Notification of a price adjustment will be sent by LCSC 45 days prior to any adjustment.

Fees for Services provided by LCSC in addition to those falling within the scope of the Service shall be paid according to LCSC standard fees. Fees not covered by this Agreement will be billed separately. LCSC will obtain prior approval from the Member before initiating additional billable services.

5. Term. The Service under this Agreement will begin July 1, 2017 and continue through June 30, 2020. Either party may terminate this Agreement early, effective as of the end of the Member's fiscal year, upon not less than 90-day notice given in writing prior to the end of a fiscal year.
6. Law Governing. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. All proceedings related to this Agreement shall be venued in the State of Minnesota, County of Otter Tail.
7. Insurance. LCSC agrees to hold and maintain general liability insurance and errors and omissions insurance specific to the duties of its employees providing the Service. The Member agrees to maintain general liability

insurance and insurance necessary to cover claims related to the Service. Nothing in this Agreement shall constitute a waiver by either party of any statutory limitations, exclusions, or exceptions on liability.

8. Risk Management Arrangements. It is recognized that LCSC is a cooperative of which Member is a member, and which is providing the Service as a function which otherwise would be provided by Member employees. The parties recognize that LCSC's liability for claims relating to the Service should be limited to any available insurance coverage and in any event to an amount not exceeding certain Service payments made, within the limits in this Section. The following arrangements are in furtherance of the foregoing:
- a. Indemnity. The Member agrees to indemnify and hold LCSC and its employees, agents or representatives harmless from all claims, demands, or liability, including attorney's fees, and related expenses, which arise out of or are in any manner connected with the Service, this Agreement, or the Member's operations.
 - b. Standard of Performance; Disclaimer. LCSC makes no warranties, representations, or guarantees expressed or implied, regarding the Service or performance hereunder, and all such are hereby disclaimed by LCSC and waived by Member, including but not limited to any implied warranties of merchantability and fitness for a particular purpose. The Service will be provided and accepted on an "as is" "where is" basis, without recourse against LCSC.
 - c. Limitation of Liability. In no event shall LCSC ever be liable to the Member or any third party, directly or indirectly, for any sum greater than the total amount of fees for Service actually paid to and received by LCSC in the six (6) month period immediately preceding any determination of liability. All other provisions of law, equity, or this agreement or any other document notwithstanding, this and any available insurance is the exclusive remedy available to district, and is in lieu of all other remedies available at law, in equity or otherwise. The foregoing does not, and shall not be construed or deemed to, create any circumstance, express or implied, under which LCSC may be liable to the Member, and shall not subvert the indemnity, release and other clauses in this Agreement for the benefit of LCSC.

The provisions of this Section i) shall apply regardless of whether matters are based on breach of warranty, breach of contract, negligence, strict liability, tort, or any other legal theory, ii) shall apply to all matters, whether claimed by or through the Member or by or through third parties, including any students, employees, and governmental or regulatory agencies, and iii) shall survive the termination of the Agreement.

9. No Waiver. Nothing herein shall be construed to waive or limit any immunity from, or limitation on, liability available to either party, whether set forth in Minnesota Statutes Chapter 466 (Tort Liability, Political Subdivisions) or otherwise.
10. Modification. This writing contains the entire agreement between the parties and no alterations, variations, modifications, or waivers of the provisions of this agreement are valid unless reduced to writing, signed by both LCSC and the Member, and attached hereto.
11. Severability. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or otherwise unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement.

IN WITNESS WHEREOF, Parties hereto have executed this agreement this ___ day of _____, 2017.

LCSC MEMBER AGENCY

LAKES COUNTRY SERVICE COOPERATIVE

By: _____
Authorized Official

By: _____
Executive Director

Date: _____

Date: _____

Lakes Country Service Cooperative Health and Safety Services Contract Exhibit A

LCSC's Role

Lakes Country Service Cooperative's (LCSC) Health and Safety Program provides professional advice and assistance to Members as related to environmental health and occupational safety and in building a strong safety culture. LCSC assists the Member with workplace environmental health and occupational safety. Working with LCSC helps you maintain compliance and build a culture of safety which may lower injury and illness rates and reduce potential liabilities.

LCSC staff works closely with a Member's administration and staff to prioritize health and safety needs. Part of that process is to develop an annual plan outlining the work to be conducted. A list of the areas in which LCSC staff may assist, and how, is listed in this Exhibit.

LCSC staff will also provide a review of environmental and occupational health and safety policies and procedures, facility inspections, and training provided to staff by qualified trainers. If there is an additional charge for any work (sampling, coordination of abatement, etc.), LCSC staff will obtain prior approval.

Member Role

We ask the Member to provide on-site work space, internet access, and office related functions including print, copy, and fax capability as needed. The Member also agrees to be the repository for all documentation, to make employees available as needed and assign a main contact person for LCSC staff. As the employer, under law, the Member has the ultimate responsibility for environmental health and occupational safety in the workplace. Implementation of the programs/policies, storing of required documents and records, and completing action items resulting from a regulatory inspection is the responsibility of the Member.

Overview

The objectives of a health and safety program are to reduce the frequency and severity of injuries and accidents, to comply with regulations, and to provide a safe, healthful workplace. The Member needs to adopt and implement written plans and procedures for hazards or potential hazards existing in the workplace in accordance with state and federal regulations.

LCSC staff can help a Member achieve these health and safety objectives by:

- Assisting the member in recognizing and managing workplace hazards and help increase safety awareness for all employees;
- Helping to ensure employee participation in the Health and Safety Program;
- Assist in developing and reviewing plans and procedures based on both regulations and best practices to monitor and control the workplace environment.
- Advise and assist the member in complying with all federal, state, and local safety regulations by developing and reviewing written management plans and procedures for the following potential hazards in the workplace:
 - A Workplace Accident And Injury Reduction Program
 - Asbestos-Note: There are additional charges for managing an asbestos abatement project
 - Bloodborne Pathogen Standard - Exposure Control Plan
 - Chainsaw/Logging

- Community Right-To-Know
- Compressed Gas
- Confined Space Standard
- Earth Moving Equipment
- Electrical Safety
- Emergency Action Plan-Note: As addressed by OSHA standards.
- Employee Right-To-Know - Hazard Communication
- Forklift Safety
- Hazardous Waste
- Hearing Conservation
- Hoist/Lift
- Indoor Air Quality
- Infectious Waste (Exclusive of Bloodborne Pathogens)
- Laboratory Safety Standard - Chemical Hygiene Plan
- Ladders/Personnel Lift/Fall Protection
- Lead in Water/Paint-Note: Additional sampling charges may apply
- Lockout/Tagout
- Machine Guarding
- Personal Protection Equipment
- Playground Safety-Note: Additional charges may apply
- Radon-Note: Additional sampling charges may apply
- Respiratory Protection Standard
- Trenching And Excavating
- Underground Storage Tanks and Above Ground Storage Tanks
- Vehicle Mounted Elevating and Rotating Work Platforms
- Welding, Cutting or Brazing

Additional programs may be added upon mutual agreement.

- Provide or coordinate training to ensure employees are properly trained and instructed in these areas;
- Conduct a mock-OSHA safety walkthrough of buildings, focusing on high hazard areas to help identify potential hazards;
- Assist with accident investigations to determine the cause and what actions are necessary to prevent similar accidents;
- Assist with implementation and provide assistance to a Health and Safety Committee, and;
- Assist with coordination of sampling and mitigation projects for asbestos removal and radon mitigation (separate fees may apply).