



"Together We Achieve"

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 _____, 2014 ("Effective Date") between Lakes Country Service Cooperative, a public corporation ("LCSC"), and Pelican Rapids School District, ISD #548 centrally located in Pelican Rapids, Minnesota, ("School").

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

1. **Service.** The School agrees to purchase from LCSC, and LCSC agrees to perform on behalf of the School, the following "Service":
Through one or more designated LCSC providers, perform consultative services to support the School's management of its environmental health and occupational safety functions, 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 the Health and Safety Program to provide the Services to the School;
Assign one or more Health and Safety facilitators to provide the Services over the course of 12 facilitator visits per year. Facilitators will spend a minimum of six hours on site each visit.
3. **School's Responsibilities:**
The School will provide on-site work space, internet access, and office related functions including print, copy, and fax capability to the LCSC Service provider as needed to complete his/her work. The School agrees to make its employees available as needed by LCSC to provide the Service and assign a main contact person for LCSC staff, and to house and maintain according to Exhibit A health and safety-related documentation.
4. **Payment.** The School agrees to pay LCSC for the Services as follows:
 - a. in FY15, \$7,538
 - b. in FY16, \$7,726
 - c. in FY17, \$7,881

The annual Service cost may be adjusted based on an increase or decrease in square footage owned, leased, or managed by the School. 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 School before initiating additional billable services.

5. **Term.** The Service under this Agreement will begin July 1, 2014 and continue through June 30, 2017. Either party may terminate this Agreement early, effective as of the end of the School's fiscal year, upon not less than 90-days 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

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 School 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 School is a member, and which is providing the Service as a function which otherwise would be provided by School 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 School 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 School'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 School, 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 School 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 School, 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 School 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 School, 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 _____, 2014.

LCSC MEMBER SCHOOL DISTRICT

LAKES COUNTRY SERVICE COOPERATIVE

By: _____
Authorized School Official

By: _____
Executive Director

Date: _____

Date: _____

Health and Safety Program Contract Attachment – April 2014

Overview

Lakes Country Service Cooperative's (LCSC) health and safety program provides professional advice and assistance to school districts as related to environmental health & occupational safety and in building a strong safety culture.

School District Role

As the employer, under law, the school district has the ultimate responsibility for environmental health and occupational safety in the workplace. Implementation of management plans and maintaining and storing records is the responsibility of the school district.

We ask the school district to provide on-site work space, internet access, and office related functions including print, copy, and fax capability as needed. The school also agrees to make employees available as needed and assign a main contact person for LCSC staff.

LCSC's Role

LCSC assists the school district with workplace environmental health and occupational safety and takes direction from the member as to where they would like us to focus our work. As a reminder, LCSC does not function as a repository for documentation and can't guarantee regulatory compliance or freedom from legal liability. Working with LCSC helps to build a culture of safety which may lower injury and illness rates and reduce potential liabilities.

Below are the areas in which LCSC may assist if so directed by the school district:

ASBESTOS

- Develop AHERA written management plan
- Review and update existing asbestos management plan
- Develop annual written notification
- Provide two-hour Asbestos awareness training
- Perform three year re-inspections
- Provide six-month periodic surveillance
- Assist in maintaining and updating asbestos containing material inventories
- Assist in maintaining all records of asbestos events, per OSHA and AHERA
- If requested, establish a general work order system and asbestos work order system
- Assist in establishing work practice standard operating procedures
- Assist in establishing emergency response procedures
- Provide hazardous warning labels in routine maintenance areas for the school district to install

NOTE: There are additional charges for managing an asbestos abatement project. Costs are listed at the end of this document.

ACCIDENT WORKPLACE AND INJURY REDUCTION PROGRAM

- Develop a written management plan
- Assist in reviewing written plan as needed
- Develop plan for safety committees
- Develop methods used to identify, analyze, and control new or existing hazards
- Develop methods of communication to all affected employees
- Develop procedures for investigation of work place accidents
- Develop safe work practices and rules
- Conduct a mock-OSHA safety walkthrough of district buildings, focusing on high hazard areas

BLOODBORNE PATHOGEN STANDARD – EXPOSURE CONTROL PLAN

- Develop a written management plan
- Assist in reviewing written plan as needed
- Survey the facility to identify jobs in which employees may be at risk to exposure
- Train affected employees
- Assist in reviewing valid exposure incidents and assist with investigation of the incident
- Provide guidance on exposure control kits

COMMUNITY RIGHT-TO-KNOW

- Develop a written management plan
- Assist in reviewing written plan
- Assist in surveying facility for hazardous materials in reportable quantities
- If requested, prepare notification correspondence/reports to state emergency response commission and local emergency planning committee
- Train affected employees

COMPRESSED GAS

- Develop a written management plan
- Assist in reviewing written plan
- Assist in surveying the facility to determine compressed gas applications and safety procedures
- Train affected employees

CONFINED SPACE STANDARD

- Develop a written management plan
- Assist in reviewing written plan
- Assist in identifying confined space entry hazards, survey the facility and classify all confined spaces.
- Develop Confined Space Entry Procedures and alternative procedures if necessary
- Develop entry permit system
- Train affected employees

ELECTRICAL SAFETY

- Develop a written management plan
- Assist in reviewing written program
- Develop standard operating procedures to detect and de-energize (or otherwise guard) live electrical equipment before work is performed
- Provide or coordinate training to affected employees
- Identify safe work practices

EMERGENCY ACTION PLAN

- If requested, assist with evacuation or shelter routes maps.
- Assist in reviewing written plan

Note: We assist with the Emergency Action Plan only as addressed by OSHA standards.

EMPLOYEE RIGHT-TO-KNOW – HAZARD COMMUNICATION

- Develop a written management plan.
- Assist in reviewing written plan
- Identify hazard communications functional areas
- Assist in surveying the facility to identify chemical, heat, noise, radiation and infectious agents hazards.
- Perform initial and annual training.

FORKLIFT SAFETY

- Develop a written management plan for forklift safety
- Coordinate or provide required training

HAZARDOUS WASTE

- Develop a written management plan
- Assist in reviewing written plan
- Assist in examining facility hazardous waste product generation potential
- If required, train affected employees

HEARING CONSERVATION

- Develop a written management plan
- Assist in reviewing written plan
- Assist in identifying hearing conservation hazards and survey the facility to determine noise hazards
- Develop good hearing conservation practices and procedures
- Train affected employees

HOIST/LIFT

- Develop a written management plan
- Assist in completing an inventory
- Train affected employees

INDOOR AIR QUALITY (IAQ)

- Develop a written management plan
- If requested, conduct and document annual building walkthrough.
- Train staff about indoor air quality procedures and policies.
- Develop a communication plan/policy to include response to building complaints.

INFECTIOUS WASTE (exclusive of Bloodborne Pathogens, if any)

- Develop a written management plan
- Assist in identifying sources of infectious waste
- Develop infectious waste record-keeping products and procedures

LABORATORY SAFETY STANDARD - CHEMICAL HYGIENE PLAN

- Develop a Chemical Hygiene Plan (CHP) for all laboratories.
- Assist in reviewing written plan
- Assist in surveying labs to identify potential chemical exposure hazards
- Develop Chemical Hygiene Plan standard operating procedures
- Develop routine chemical handling procedures, bulk dispensing procedures, and storage and disposal procedures
- Train affected employees
- Complete fume hood/exhaust ventilation survey
- Assist in completing State Fire Marshal required "General Science Safety Checklist" for each lab

LEAD IN WATER

- Develop a written management plan
- Assist in reviewing written plan
- Assist in surveying each facility to determine the facility's drinking water taps and fixtures.
- If requested, conduct water sampling as provided for under MDH and U.S. EPA rules and guidelines.
- If necessary, develop flushing procedures.

NOTE: There are additional charges for water sampling. Costs are listed at the end of this document.

LOCKOUT/TAGOUT

- Develop a written management plan
- Assist in reviewing written plan
- Assist in surveying the facility to identify energy potential physical hazards
- Assist in developing machine-specific written lockout/tagout procedures

- Train affected employees
- Assist in observing and documenting district employees performing lockout/tagout

MACHINE GUARDING

- Develop written management plan
- Assist in reviewing written plan
- Assist in evaluating shop equipment per OSHA standard and, if school adopted, Best Practices
- Provide training for affected employees.

PERSONAL PROTECTION EQUIPMENT (PPE)

- Develop written management plan
- Assist in reviewing written plan
- Assist in conducting a survey and provide a written assessment of the facility to identify unsafe, hazardous processes to hands, feet and face, per standards that necessitate the need for PPE
- Train affected employees
- Make recommendations on PPE

PLAYGROUND SAFETY

- Develop written management plan
- Assist in reviewing written plan

Note: A playground survey of district outdoor playground facilities would be an additional charge. Costs are listed at the end of this document.

RADON

- Develop written management plan
- Assist in reviewing written plan
- If requested, conduct radon sampling under MDH and U.S. EPA guidelines
- Coordinate diagnostics and mitigation of elevated radon

Note: We would charge for conducting radon sampling and coordination of diagnostics/mitigation of elevated radon. Costs are listed at the end of this document.

RESPIRATORY PROTECTION STANDARD

- Develop written management plan
- Assist in reviewing written plan
- Assist in evaluating, identifying, and documenting work practices that require respirator protection.
- Develop respiratory protection practices and procedures
- Train affected employees
- Provide respirator fit testing (excluding SCBA)

UNDERGROUND STORAGE TANKS (UST) AND ABOVE GROUND STORAGE TANKS (AST)

- Develop written management plan
- Assist in reviewing written plan
- Develop release detection plans
- Assist in conducting periodic site review

WELDING, CUTTING OR BRAZING

- Develop written management plan
- Assist in reviewing written plan
- Develop safe work practices
- Provide training to affected employees

Additional Charges

Asbestos

Sampling: Dependent upon the number of samples taken. Average cost is \$15-\$20 plus shipping.

Coordinating asbestos removal projects:

Project Design: \$600 (flat fee for most projects)

Air Monitoring per hour: \$47/hour

Project Coordination: \$35/hour

Playground Surveys

\$200 per playground

First Aid/AED/CPR Training (American Heart Association)

Heartsaver (Adult, child and infant CPR and AED) - \$25.00/person+workbook

Healthcare Provider - \$45/person+workbook

Heartsaver AED/First Aid - \$35/person+workbook

Lead Testing:

Paint

XRF: \$150/hour

Mileage: .565/mile (if testing is conducted outside of a scheduled visit)

Water

Laboratory Fees and Shipping: Approximately \$20-\$25 per sample plus shipping.

Indoor Air Quality Sampling:

Staff time: \$75/hour

Mileage: .565/mile (if testing is conducted outside of a scheduled visit)

Laboratory Fees and Shipping: Fees are dependent upon type of test. Price ranges are \$85 - \$100 plus shipping.

Radon Testing:

Actual cost of test (approximately \$15)

Coordinating mitigation: \$75/hour