

**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 \_\_\_\_\_, 2020 ("Effective Date") between Lakes Country Service Cooperative, a public corporation ("LCSC"), and Pelican Rapids School District 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:  
Assign a trained Health and Safety staff person to provide the Services to the Member over the course of 12 days per year. The days of service may be a combination of remote and onsite work.
3. **Member's Responsibilities:**
  - a. Provide on-site workspace, internet access, and office related functions as needed to complete work;
  - b. Assign a main contact person;
  - c. Make employees available as needed within their normal workday. LCSC staff will work with employees to accommodate schedules;
  - d. Provide notice of any changes that could affect the environmental health and occupational safety programs; and
  - e. Implement programs/policies; store required documents and records; and complete action items and pay fines resulting from a regulatory inspection.
4. **Payment.** The Member agrees to pay LCSC for the Services as follows:
  - a. in FY21 \$ 10,376
  - b. in FY22 \$ 10,895
  - c. in FY23 \$ 11,440

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 outside the scope of the Service shall be paid according to LCSC standard fees and 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, 2020 and continue through June 30, 2023. 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 8 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 \_\_\_\_\_, 2020.

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. LCSC staff will assist in meeting the Member's workplace environmental health and occupational safety needs.

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.

Scope of Work

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 will work with the Member to review the Minnesota Department of Education's *Health, Safety, and Environmental Management Program* guidance to establish the Member's health and safety program and plan according to its guidance.

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

- Advising and assisting the member in complying with all federal, state, and local safety regulations by developing and reviewing written plans and procedures for potential hazards in the Member's workplace. The development and review will be based on current regulations and best practices.
- LCSC will, in conjunction with the Member, annually develop a work plan based off the contract scope of work.
- Assist in identifying and advising on coding of H&S projects that may be included in the 10-year plan through the LTFM funding program.
- Coordinate and assist with the management of asbestos and asbestos management plans, including sampling and abatement projects.
- Provide training to ensure employees are properly trained and instructed in identified workplace hazards. Training will be based on Federal and State occupational health and safety regulations.
- Coordinate and assist with Indoor Air Quality plans and issues.
- Conduct an annual mock-OSHA safety walkthrough of member owned and leased buildings, focusing on high hazard areas to help identify potential hazards.
- Assist with accident investigations, as requested, to determine the cause and what recommended actions are necessary to prevent similar accidents.

- Assist with implementation and provide assistance to the Health and Safety Committee.
- Perform playground inspections (additional fees apply).
- Assist with coordination of sampling and mitigation for radon and lead. Additional fees may apply.
- Costs not covered by this contract include laboratory testing fees, third party contractors for asbestos removal or mitigation projects, or for other specific hazardous material/environment mitigation projects, and additional project management beyond the scope of this agreement.