

## COMPLEX SERVICE CONTRACT

Instructions: The Complex Service Contract is used when working with Agencies/Business/Companies/School Districts. This form needs to be completed for every Complex Service Contract. Follow the Procedures for Contracted Services.

Company Name: WEM School District #2143 DBA Name: \_\_\_\_\_  
Tri-Valley Representative: Sandra Gonzalez Email Address: Sandra.Gonzalez@tvoc.org Facility/Center: Elysian Head Start Center

<input type="checkbox"/>	Checked the 2025 MN ND Prohibited Vendors list <b>AND</b> Service Contractor is <u>not</u> disbarred from government contracting.
<input checked="" type="checkbox"/>	Tri-Valley Supervisor Reviewed and Verbal Approval Obtained on: <u>6/5/2025</u>
<input type="checkbox"/>	Davis Bacon: Complex Contractor is aware of prevailing wage reporting requirements and has included this in any quotes/bids (projects with labor over \$2,000) <input checked="" type="checkbox"/> N/A
<input type="checkbox"/>	Bid Evaluation Form (project over \$3,000) <input checked="" type="checkbox"/> N/A <input type="checkbox"/> attached
<input type="checkbox"/>	Scan/Email contract to Fiscal Generalist for pre-approval: Enter date _____
<input type="checkbox"/>	Contractor related to TVOC employee(s)? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Relation: _____
<input type="checkbox"/>	Obtained Certificate of Liability Insurance <b>AND</b> <input type="checkbox"/> Obtained W-9 form (attach to first Payment Voucher and Invoice)
<b>Head Start, Child &amp; Family Programs only</b>	
<input type="checkbox"/>	Contractor Interview & References <input checked="" type="checkbox"/> on file Enter date (within 5 yrs.) <input type="checkbox"/> attached
<input type="checkbox"/>	Background Study Check <input checked="" type="checkbox"/> N/A <input type="checkbox"/> on file Enter date (within 5 yrs.) <input type="checkbox"/> attached
<input type="checkbox"/>	HS Standards of Conduct-Volunteers, Consultants, & Contractors <input checked="" type="checkbox"/> N/A <input type="checkbox"/> on file Enter date (within 5 yrs.) <input type="checkbox"/> attached

**Tri-Valley Billing Address:** PO Box 607 / 107 North Broadway, Ste 200 / Crookston, MN 56716  
218-281-5832 / 800-584-7020 / Fax: 800-471-6902 / 711 Relay / [www.tvoc.org](http://www.tvoc.org)

Enters contract with: Representative Name: John Regan-WEM School District Email Address: \_\_\_\_\_  
Address, City, State, Zip: 500 E Paquin St., Waterville, MN 56096  
Federal ID #: \_\_\_\_\_ Phone Number: 507-362-4432

In consideration for the completion of the following services: Elysian lease agreement

The Complex Contractor will determine the method, details, and means of completing the above described services as well as provide all equipment/supplies needed to complete the services under this agreement. Additionally, the Complex Contractor agrees to provide certificate of liability insurance in the amount of \$300,000 and workers compensation coverage if they will be using their employees to complete and/or assist in completing services. If applicable, the Complex Contractor agrees to complete and submit Davis-Bacon prevailing wage reports on a weekly basis.

This Contract is effective: 6/3/2025 And will continue for a period of: ☒ 5 years; End date: 6/3/2030  
☐ One-time completion of services ☐ Other (explain): \_\_\_\_\_

**Tri-Valley agrees to:** Pay the amount of \$7,100,695 per square foot totaling \$101,139.00 which is an increase of the 2.5% from the final year of the preceding term and an additional 2.5% annual increase for the life of the contract to cover the cost of inflation. The rent will be due to WEM the first day of each quarter in four equal installments of \$25,284.75. Related and reasonable expenses are included in the above compensation. Contractor agrees to invoice Tri-Valley Opportunity Council, Inc. within 30 days after completion of services, or by the program/funding source deadline of 03/31/2026, when applicable, whichever date comes first. Tri-Valley agrees to provide prompt payment of complete and accurate invoices, upon inspection. Tri-Valley has the authority to withhold payment if services are not satisfactorily completed. A completed W-9 form and Certificate of Liability Insurance must be on file prior to payment. If applicable, Davis-Bacon prevailing wage reports must also be on file prior to issuing payment.

**Liability:** The Complex Contractor is not an employee of Tri-Valley Opportunity Council, Inc. and is not covered under workers compensation or other liability insurances of the Corporation. The Complex Contractor is fully responsible for tax requirements as well as negligent acts committed during the completion of services under this contract and agrees to hold Tri-Valley Opportunity Council, Inc. free and harmless from any and all claims arising from negligent acts, omissions, or accidents.

**Contract Changes:** Any desired changes to this contract by either party shall require prior notice in writing and mutual agreement to the proposed changes.

**Termination of Contract:** This contract is contingent upon grant funding and is transferable to a new grantee, if necessary. This contract may be terminated without cause by either party with a 30 day written notice. This contract may be immediately terminated for reasonable cause by either party by giving written notice. Cause may include contract violation or exposing the other to liability such as financial, personal, or public harm.

**Agreed By:**

Final Approval by Supervisor (Name): \_\_\_\_\_ Date: Enter date

Tri-Valley Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Complex Contractor \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

If needed: Tri-Valley Director Signature: \_\_\_\_\_ Date: \_\_\_\_\_

If needed: Tri-Valley Chief Executive Officer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

***Tri-Valley is an equal opportunity employer. All qualified contractors will receive consideration without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.***



# Tri-Valley

Opportunity Council, Inc.

*Head Start. Child & Family Programs*

**SCOPE:** To provide a formal agreement which specifies the terms, conditions, and obligations involved in Tri-Valley's use of facilities in establishing and providing Migrant Head Start services.

**PARTIES:** Independent School District No. 2143 (hereinafter referred to as "WEM") and Tri-Valley Elysian Head Start Center, 101 5<sup>th</sup> St NW, Elysian, MN 56028 (hereinafter referred to as "Tri-Valley"). Tri-Valley Opportunity Council, Inc., Head Start Program, Headquarters, 107 North Broadway Suite 200, PO Box 607, Crookston, MN 56716.

**PURPOSE:** For WEM to provide appropriate space of 101 5<sup>th</sup> St NW, Elysian, MN 56028 school building, which Tri-Valley will utilize in providing Migrant Head Start services to migratory/seasonal, agricultural pregnant woman and children, age 6 weeks through 5 years. Tri-Valley will compensate WEM for certain expenses as defined in this agreement and specified attachments.

**DURATION:** The Lease commences on June 3, 2025 and shall continue through June 3, 2030, unless terminated earlier in accordance with the Lease. WEM hereby agrees to allow Tri-Valley to renew the lease in five-year installments, subject to lease cost changes agreeable by both WEM and Tri-Valley. Tri-Valley must submit written notice to WEM of its intent to renew the Lease at least ninety day prior to expirations of the lease.

**TERMINATION:** Tri-Valley must submit written notice to non-renew the Lease at least 180 days prior to expiration, and may terminate the Lease due to discontinued Federal Head Start funding with a 180-day notice at any time. WEM must submit written notice to non-renew the Lease at least 180 days prior to expiration and may terminate the Lease due to WEM with 180-day notice at any time. Any desired changes to this agreement by either party shall require prior notice in writing, and mutual agreement to the proposed change(s). This contract is contingent upon grant funding and is transferable to a new grantee, if necessary. Tri-Valley shall have the right to alter or terminate this agreement in response to demonstrated changes in grant funding or community needs. This contract may be terminated without cause by either party with a 30-day written notice. This contract may be immediately terminated for reasonable cause by either party by giving written notice. Cause may include contract violation or exposing the other to liability such as financial, personal, or public harm. The contract may also be terminated in the event of a change in the program.

**SPACE:** WEM hereby agrees to lease to Tri-Valley the Entire Elysian School Facility, including the gymnasium, kitchen and common area spaces (the Premises). Tri-Valley will have access to the outdoor space. This space will be utilized for outdoor play, and storage of a small shed. Tri-Valley is responsible to maintain the four fenced in areas for playground use, at approximately 900 square feet each.

**REIMBURSEMENT:** Tri-Valley hereby agrees to pay WEM an annual rent of \$7.100695 per square foot totaling \$101,139.00 for the 1<sup>st</sup> year (this is an increase of 2.5% to the base rate) and an additional 2.5% annual increase for the life of the contract to cover the cost of inflation. The rent, for the 1<sup>st</sup> year of the lease, shall be due to WEM the first day of each quarter in four equal installments of \$25,284.75.

**USE OF THE PREMISES:** Tri-Valley may not use the Premises for unlawful activity. In particular, Tri-Valley agrees that (a) Tri-Valley will not unlawfully allow alcohol, tobacco, firearms, or controlled substance in the premises; and (b) the Premises will not be used by Tri-Valley or others acting under its control to manufacture, sell, give away, barter, deliver, exchange, distribute, or possess a controlled substance in violation of any local, state, or federal law, including Minn. Stat. Chapter 152. Tri-Valley's use of the Premises must conform to all applicable governmental regulations, ordinances, and zoning requirements. WEM makes no representations as to the suitability of the Premises to Tri-Valley's intended use of the Premises.

**TRI-VALLEY OBLIGATIONS:** Tri-Valley will be obligated for the following:

- Repair and/or replacement (at equal value) of any and all damage associated with/resulting from Head Start program operation;
- All Tri-Valley purchases/property shall remain with Tri-Valley;
- Tri-Valley will install and pay for separate internet services for their program;
- Supply washer and dryer for Tri-Valley use;
- Tri-Valley will maintain liability, personal property, and worker's compensation insurance covering the Premises during the term of the Lease. WEM shall be named as an additional insured on Tri-Valley's Policy. Tri-Valley shall provide WEM with verification of its insurance coverage.
- Tri-Valley will be responsible for all persons on the premises related to their program. This will include any/all other professional or service personnel coming into the building to provide services to Tri-Valley. Tri-Valley further agrees to indemnify, defend, and hold harmless WEM and its agents from any claims arising from the actions by Tri-Valley staff, their clients, or their agents;
- Tri-Valley will provide all appropriate furniture, equipment, and materials necessary to operate the Head Start program;
- Tri-Valley will ensure ongoing maintenance and inspections of kitchen equipment as needed;
- Tri-Valley agrees to pay for heat, electricity, water, sewer, garbage and communication services for the Premises;
- Tri-Valley agrees to remove snow and ice within emergency access areas minimally located on the Premises from February 20 through December 20 each year;
- Tri-Valley agrees to maintain the Premises in a neat and orderly condition;
- Tri-Valley agrees to provide custodial services and general maintenance for the Premises and common areas during months of operation;
- Tri-Valley agrees to eliminate any violation of health and safety laws that result from the negligent, willful, malicious or irresponsible conduct of Tri-Valley or Tri-Valley's agents or guests;
- Tri-Valley hereby agrees to replace or repair any damage to the Premises or any other portion of the building caused by Tri-Valley's agents or guests;
- Tri-Valley at Tri-Valley's sole expense may make renovations to the Premises only upon the written consent of WEM.

**WEM's OBLIGATIONS:** WEM shall be responsible for the following:

- Assign a representative to serve as a liaison with the Tri-Valley Center Manager to address any ongoing concerns and planning related to this agreement and the use of the school facilities;
- Provide keys for the facility to the Tri-Valley Center Manager;
- Provide WEM school contact(s) information for emergency purposes;
- Provide Information Technology support to Tri-Valley when transitioning to new systems set-up;
- Provide lawn care on the Premises as needed. In addition, removal of all branches or trees as needed;
- Provide a space for Tri-Valley washer and dryer and daily access for its use;
- Provide approval for Tri-Valley to install phone access/phone numbers;
- Provide a space for the Tri-Valley refrigerators and NSF certified wire shelving for Tri-Valley food;
- Provide a storage space for Tri-Valley items;
- Provide and be responsible for boiler operations, boiler maintenance, and oversight of any boiler requirements for the Premises;
- WEM will be responsible for other major maintenance and repair items such as roofs, tuck pointing, etc.

**Assignment and Subletting:** Tri-Valley may not assign this Lease or sublease any portion of the Premises without the written consent of and on terms acceptable to WEM, which consent shall not be unreasonably withheld. Any assignment or sublease made without WEM's written consent shall not be effective.

Facility Usage Contract  
**WEM School District #2143**  
Tri-Valley Opportunity Council, Inc.

**Cooperation:** WEM will support Tri-Valley's equipment and facility grants and provide reasonable assistance with inspections and license requirements. Nothing in this Lease shall be deemed to create a partnership, joint venture or agency relationship between WEM and Tri-Valley.

**Notices:** All notices required to be given by one party to another party under this Lease shall be in writing. Notices shall be personally delivered or sent by mail. All notices required to be provided on a specific day or date shall be considered timely if postmarked on or before that date.

**Surrender of Premises:** Tri-Valley shall surrender possession of the Premises when the Lease term terminates. When Tri-Valley surrenders possession, Tri-Valley shall leave the Premises in the condition as it was when the Lease started, with the exception of reasonable wear and tear and with the exception of the removal of Tri-Valley's personal property.

**Choice of Law:** This Lease shall be governed and interpreted pursuant to the laws of Minnesota.

**CONTINGENT CONDITIONS:** Finalization of this agreement will be contingent on the facility meeting federal, state, and /or local requirements, regulations, and/or policies for the operation of a Head Start program

**AGREEMENT:** The undersigned are duly authorized to enter into this agreement on behalf of WEM and Tri-Valley Opportunity Council, Inc. As the authorized representatives for WEM and Tri-Valley, we hereby agree to the terms and conditions set forth by this agreement and any defined attachments and schedules.

\_\_\_\_\_  
WEM School District No. 2143 Representative

Date \_\_\_\_\_

\_\_\_\_\_  
WEM School District No. 2143 Representative

Date \_\_\_\_\_

\_\_\_\_\_  
WEM School District No. 2143 Representative

Date \_\_\_\_\_

\_\_\_\_\_  
Tri-Valley Opportunity Council, Inc. Representative

Date \_\_\_\_\_

\_\_\_\_\_  
Tri-Valley Opportunity Council, Inc. Representative

Date \_\_\_\_\_

\_\_\_\_\_  
Tri-Valley Opportunity Council, Inc. Representative

Date \_\_\_\_\_