

AGREEMENT

THIS AGREEMENT is between the Wadena County Family Service Collaborative, hereinafter referred to as "Wadena County FSC", and the Menahga Public Schools, hereinafter referred to as the "Contractor".

WITNESSETH:

WHEREAS, the Wadena County FSC has funding available for services for children and families; and

WHEREAS, Contractor has program(s) and staff to provide these services;

NOW THEREFORE, in consideration of the mutual understandings and agreements hereafter set forth, it is agreed, by and between the Wadena County FSC and the Contractor that:

1. The Contractor Agrees:

Services to be provided:

Pickleball Standards and Nets, Pickleball Asphalt Paint, Pickleball Line Paint, Tennis Court Standards and Net, Tennis Asphalt Paint, Tennis Line Paint, Basketball Nets, Paint for Old Hoops, custodial staff labor to paint

B. Reports

- 1) Provide oral or written update to FSC Director or FSC Board of Directors as requested.
- 2) Provide annual or close of project narrative report, whichever comes first, to FSC Director; and Board of Directors if requested. This report should address project accomplishments. This report is due within 45 days of end of year or close of project date.
- 3) Provide a quarterly or annual or close of project (whichever comes first) budget report, to FSC Director; and Board of Directors if requested. This report should address actual project expenditures; specifically the use of FSC funding. This report is due within 45 days of end of quarter or close of project date, or end of contract.
- 4) Provide additional reports as may be requested to meet state or other reporting requirements.

C. Request for Reimbursement

1. Provide FSC Director with an invoice for requested funding amount based on actual expenditures.
2. Request funding on a quarterly basis based on actual expenditures.
3. The FSC obligation is limited to 25% of grant funding per quarter unless prior agreement has been made.
4. All funds awarded but unexpended at close of contract, will be returned to the Family Services Collaborative.

- D. Contractor shall protect, reimburse, indemnify and hold harmless FSC from and against any and all reasonable and necessary costs, including attorney fees, for liability which FSC may incur as a result of Contractor's acts and/or omissions associated with the receipt and use of FSC funding.

E. Funding Guidelines

- 1. For local collaborative time study dollars, utilize funding for new or expanded programming for early identification and intervention or utilize funding to replace time limited grant(s), defined as meeting these criteria; original intent of the grant(s) was for startup and there was no expectation that additional funds would be available. Time limited grants with gradual decrease in funding would be eligible for the % not covered each year, up to 100% when the grant is completed. Do not utilize funding to replace existing programs or services with established or anticipated ongoing funding potential.
- 2. For other integrated funds, specific program requirements will be specified.
- 3. You will be funded with LCTS funding, interest funds or membership fees.

2. **The Wadena County FSC Agrees:**

A. Services to be provided:

- 1. FSC Director will provide technical assistance regarding reporting requirements, relevant from FSC Board of Directors meetings, relevant information from FSC correspondence, and additional resources as available.
- 2. Payment requests will be submitted as they are received. Payment will be approved at the FSC Board of Director's meeting or by the Chairperson with approval by the FSC Board at the next scheduled meeting.
- 3. The amount of reimbursement shall not exceed \$6,700 (Six Thousand Seven Hundred Dollars).

Joint Agreements:

A. General Conditions

- 1. The parties acknowledge that under no circumstances should the agreement be construed to create the relationship of employer-employee; and that Contractor agrees that it shall be fully responsible for employee issues; including but not limited to unemployment.
- 2. It is understood and agreed that if a reduction of funds prevents reimbursement to the Wadena County FSC through their funding sources, the respective funding obligations as recited herein shall be renegotiated.
- 3. Wadena County FSC or the Contractor may terminate this Agreement without cause and/or any reason upon giving sixty (60) days written notice to the other party. In such event, Contractor shall be entitled to compensation for the services provided in a satisfactory manner up to and including the effective date of termination.
- 4. Any alteration, variation, modification or waiver of provisions of this Agreement shall be valid only after it has been reduced to writing, duly

Signed both parties, and attached to this Agreement.

5. This Agreement shall constitute the entire Agreement between the parties and shall supercede all prior oral or written negotiations.

B. Agreement Term

The duration of this Agreement is from 6-1-25 through 5-31-26.

In witness whereof, the parties hereto have caused this Agreement to be duly executed.

Wadena County FSC Chairperson Date

Contractor Authorized Signature Date

Approved by Wadena County FSC Board of Directors on May 28, 2025.
Motion to authorize FSC Chairperson to sign on May 28, 2025.