

**TRANSPORTATION AGREEMENT  
BETWEEN  
BI-COUNTY CAP, INC.  
AND  
Walker-Akeley-Hackensack INDEPENDENT SCHOOL DISTRICT #113**

THIS AGREEMENT is entered into by and between Bi-County Community Action Programs, Inc., a non-profit corporation under the laws of the State of Minnesota, hereinafter referred to as "BI-CAP", and Independent School District No. 113, hereinafter referred to as "CONTRACTOR-Contractor".

WHEREAS, BI-CAP is the local provider for the Head Start Program; and

WHEREAS, BI-CAP desires to contract with a third party to transport Head Start participants from/to the participant's home to the Walker Elementary School.

WHEREAS, CONTRACTOR desires to partner with BI-CAP to provide said transportation services; and

WHEREAS, Contractor desires to partner with BI-CAP to provide said transportation services; and

NOW THEREFORE, in consideration of the mutual covenants of the parties hereinafter set forth, the parties agree as follows:

**SECTION I  
RESPONSIBILITIES OF PARTIES**

**RESPONSIBILITIES OF CONTRACTOR**

- 1 Contractor shall provide daily transportation, from home to the local Head Start facility located in Walker on student-contact school days, for those children enrolled in BI-CAP's Head Start Program serving the greater the Walker area. The parties shall meet and confer in August of each year to develop the specific transportation schedule. Thereafter, the schedule shall be modified as needed.
- 2 Contractor shall keep the Transportation Coordinator up-to-date on any changes that may occur with the District calendar and any situations that may come to their attention regarding Head Start staff or children.
- 3 Contractor shall ensure that all bus drivers are tested for alcohol and controlled substance usage in accordance with applicable federal/state laws governing testing of such individuals.
- 4 Contractor shall ensure a Student Transportation Policy is in place that meets Minnesota statute requirements. The Contractor shall submit the Student Transportation Policy to Head Start with each new contract and upon policy revisions.
- 5 Contractor shall maintain a driver qualification file in accordance with applicable federal/state laws.
- 6 Contractor shall ensure bus drivers receive, at least annually, a combination of classroom instruction and behind the wheel instruction sufficient to enable each driver to:
  - a. operate the vehicle in a safe and efficient manner;
  - b. safely run a fixed route, including loading and unloading children, stopping at railroad crossings, and performing other specialized driving maneuvers;

- c. administer basic first aid in case of injury;
  - d. handle emergency situations;
  - e. operate any special equipment, such as wheelchair lifts, assistance devices or special occupant restraints;
  - f. conduct routine maintenance and safety checks of the vehicle; and maintain accurate records as necessary.
  - g. Contractor shall ensure that each vehicle transporting Head Start children is equipped in accordance with federal/state law as from time to time amended and which currently identifies the following:
- 7 a communication system clearly labeled
- a. safety equipment for use in an emergency, including a seatbelt cutter, charged fire extinguisher, and first aid kit.
  - b. For each vehicle used to transport Head Start children, CONTRACTOR shall establish and implement procedures for:
  - c. an annual safety inspection performed by the State Highway Patrol;
  - d. systematic preventive maintenance on each vehicle; and
  - e. daily pre-trip inspection of the vehicles by the driver.
  - f. daily post-trip bus inspection to assure no child is left on the bus.
- 8 For each vehicle used to transport Head Start children, Contractor shall establish and implement procedures for:
- a. an annual safety inspection performed by the State Highway Patrol;
  - b. systematic preventive maintenance on each vehicle; and
  - c. daily pre-trip inspection of the vehicles by the driver.
  - d. daily post-trip bus inspection to assure no child is left on the bus.
- 9 Contractor shall ensure that any auxiliary seating is built into the vehicle by the manufacturer as part of its standard design, is maintained in proper working order, and is inspected as part of the annual inspection covered in paragraph 1.1.9.
- 10 Contractor shall ensure that all accidents involving vehicles that transport Head Start children are reported in accordance with applicable federal/state laws.
- 11 Contractor shall ensure that baggage and other items transported in the passenger compartment are properly stored and secured and the aisles remain clear and the doors and emergency exits remain unobstructed at all times.
- 12 Contractor shall ensure that the Head Start children are released only to a parent, guardian, or other individual indicated in writing by the parent or legal guardian.

- 13 Contractor shall initial bus attendance sheets to track children's attendance from the time a child is picked up until the child is released to the authorized adult, who also signs the attendance sheet.
- 14 Contractor shall provide **two** school bus evacuation drills in accordance to the Head Start Performance Standard 1303.74 in the months of September and April.
- 15 Contractor shall ensure that the Head Start children are escorted across the street by the child's parent or another designated adult if the children must cross the street before boarding or after leaving the vehicle.

#### RESPONSIBILITIES OF BI-CAP

- 1 BI-CAP shall follow the School District's lead in regard to closing school or early dismissal of school during inclement weather or other emergency situations.
- 2 BI-CAP shall provide students with mandated school bus transportation safety instruction as a part of the Head Start curriculum.
- 3 BI-CAP shall collect and forward any information provided by Head Start participant's parents regarding health concerns that bus drivers may need to be familiar with. This information will be provided to bus drivers as part of a confidential list of health issues for all students assigned to each driver's route.
- 4 BI-CAP shall name the Contractor as an additional named insured relative to the associated services contemplated under the terms of this agreement and shall provide Contractor with a certificate of said insurance.
- 5 BI-CAP shall maintain and provide the Contractor with up-to-date child rosters and lists of the persons to whom the Head Start child may be released.
- 6 BI-CAP shall provide child attendance sheets to bus drivers, as needed.

## SECTION II SERVICE FEES

### 2 SERVICE FEES

**2.1 Service Fees** The CONTRACTOR shall donate the transportation services as Non-Federal Share for performing the services provided pursuant to Section 1 of this Agreement. Service fees for Non-Federal Share/ In-Kind shall be calculated as follows:

Except as otherwise provided, CONTRACTOR fees for the Non-Federal Share/In-Kind of transportation services as provided herein shall be **current rate \$2.93** for the provision of daily transportation services to and from the Walker Elementary School.

**2.2 Payment of Taxes** The parties agree that the CONTRACTOR will be solely responsible for all taxes incurred as a result of payments made pursuant to this Agreement. The parties further agree that BI-CAP has absolutely no responsibility to pay any employment related taxes, social security contributions, pension contributions or any additional sums arising out of or related to the terms and conditions of this Agreement.

**2.3 Conditions of Payment** All services provided by the CONTRACTOR under this contract must be performed to the BI-CAP's satisfaction, as determined at the sole discretion of the BI-CAP's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The CONTRACTOR will not receive payment for work found by the BI-CAP to be unsatisfactory or performed in violation of federal, state, or local law.

### SECTION III TERM AND TERMINATION

#### 3 TERM AND TERMINATION

**3.1 Contract Term** The term of this Agreement shall commence on **September 1, 2025**, and shall continue in full force and effect except as stated below until **August 31, 2026**. The CONTRACTOR must not begin work under this contract until this contract is fully executed and the CONTRACTOR has been notified by BI-CAP's Authorized Representative to begin the work.

#### 3.2 Termination

**3.2.1 30-Day Termination** This Agreement may be terminated for any reason by either party by giving the other party thirty (30) day written notice of its intent to terminate. Upon termination, the CONTRACTOR will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

**3.2.2 Termination for Cause** Either party may terminate this Agreement immediately by giving the other party written notice in the event of the other's insolvency, fraud, willful misconduct or substantial breach of any of the terms and provisions of this Agreement.

**3.2.3 Termination for Insufficient Funding** BI-CAP may immediately terminate this contract if it does not obtain funding from its funding source(s), or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the CONTRACTOR. BI-CAP is not obligated to pay for any services that are provided after notice and effective date of termination. However, the CONTRACTOR will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. BI-CAP will not be assessed any penalty if the contract is terminated because of the decision of its funding source(s) not to appropriate adequate funds. BI-CAP must provide the CONTRACTOR notice of the lack of funding within a reasonable time of BI-CAP receiving that notice.

**3.3 Survival of Terms** The following clauses survive the expiration or cancellation of this contract:

10.1 Confidentiality / Government Data Practices; 10.9 Controlling Law, Jurisdiction, and Venue; 10.15 Publicity and Endorsement; 10.16 Intellectual Property Rights; and 10.17 Audits.

### SECTION IV INDEMNIFICATION / HOLD HARMLESS / INSURANCE

#### 4 INDEMNIFICATION / HOLD HARMLESS / INSURANCE

**4.1 INDEMNIFICATION / HOLD HARMLESS** The CONTRACTOR agrees to defend, indemnify, and hold BI-CAP, its employees, and officials harmless from any and all claims of action, including reasonable attorney's fees and expenses, rising out of any act or omission on the part of the CONTRACTOR or its subcontractors, partners, or independent contractors or any of their agents or employees, in the performance of or with relation to any of the work



or services to be performed or furnished by the CONTRACTOR or the subcontractors, partners, or independent contractors or any of their agents or employees under this Agreement.

4.2 **INSURANCE** At all times during the term of this Agreement, the CONTRACTOR shall maintain insurance coverage as follows:

4.2.1 **Auto/Bus Limits:** The Minimum Limits of Liability shall be:

Bodily Injury \$1,000,000 each person/ \$1,500,000 each occurrence  
Property Damage \$1,500,000 each occurrence or a Combined Single Limit of \$1,500,000

The Auto/Bus coverage shall include the following: Any Auto/Bus, Hired and Non-owned.

BI-CAP shall be listed as an Additional Insured.

Auto/Bus Policy shall include the following: Physical Damage for Comprehensive and Collision Coverage

Auto/Bus coverage may be waived only with BI-CAP's prior approval and only when the CONTRACTOR's work clearly does not involve the use of an automobile/bus.

4.2.2 **Commercial General Liability:**

The minimum Limits of Liability shall be:

\$3,000,000 Aggregate  
\$3,000,000 Products and Completed Operations Aggregate  
\$1,500,000 Personal Injury and Advertising Injury  
\$1,500,000 Each Occurrence  
\$100,000 Fire Damage Limit  
\$5,000 Medical Expense

The policy shall include Explosion, Collapse, and Underground.

BI-CAP shall be listed as an Additional Insured.

The policy shall be written on an occurrence basis, not a claims-made basis.

4.2.3 **Workers' Compensation:**

The policy shall include Employer's Liability insurance.

The limits shall be statutory per applicable State and Federal laws. Minimum limits of:

Bodily Injury by Accident: \$500,000 each Accident  
Bodily Injury by Disease: \$500,000 each Employee  
Bodily Injury by Disease: \$500,000 Policy Limit

Workers' Compensation may only be waived pursuant to State and Federal laws.

4.2.4 **Subcontractors:**

If possible, the CONTRACTOR shall include all subcontractors and sub-subcontractors as insureds under its policies. If this is not possible, the subcontractors and sub-

subcontractors shall be required to follow the same criteria and limits as the CONTRACTOR.

The CONTRACTOR and/or subcontractor shall furnish separate Certificates of Insurance for each subcontractor.

#### **4.2.5 Certificate of Insurance:**

The CONTRACTOR shall furnish original Certificate(s) of Insurance before work commences.

The Certificate(s) shall be signed by the person authorized by the insurer to bind coverage.

The Certificate shall include a minimum 60-day written notice of intent to cancel, suspend, or reduce coverage and shall provide that a copy of said notice shall be forwarded to BI-CAP.

The Certificate shall identify BI-CAP as an Additional Insured.

Insurance shall be placed with insurers with a current A. M. Best rating of no less than A:VII.

### **SECTION V RISK AND LOSS DAMAGE**

#### **5. RISK AND LOSS DAMAGE**

CONTRACTOR shall bear all risk of damage or loss regarding the leased vehicle or any portion thereof not covered by insurance. All replacement, repairs or substitution of parts or equipment shall be at the cost and expense of CONTRACTOR and shall be accessions to the vehicle. CONTRACTOR shall, at its expense, perform all the day-to-day maintenance of the vehicle and replace parts needing replacement due to normal wear and tear. Any maintenance or repairs necessitated by something other than normal wear and tear shall also be remedied by CONTRACTOR at CONTRACTOR's expense, unless such repairs are covered by the manufacturer.

### **SECTION VI INDEMNITY OF BI-CAP**

#### **6. INDEMNITY OF BI-CAP**

CONTRACTOR agrees to defend, indemnify, and hold BI-CAP, its employees, and officials harmless from any and all claims of action, including reasonable attorney's fees and expenses, rising out of any act or omission on the part of the CONTRACTOR or its subcontractors, partners, or independent contractors or any of their agents or employees, in the performance of or with relation to any of their agents or employees, in the performance of or with relation to any of the work or services to be performed or furnished by the CONTRACTOR or the subcontractors, partners, or independent contractors or any of their agents or employees under the Agreement.

### **SECTION VII LIMITATION OF WARRANTIES**

#### **7. LIMITATION OF WARRANTIES**

There are no warranties, expressed or implied, by BI-CAP to CONTRACTOR, except as contained herein. BI-CAP shall not be liable for any loss or damage to CONTRACTOR nor to anyone else, of any kind and however caused, whether by any vehicle, or repair, maintenance, or

equipment thereof, or by any failure thereof, or interruption of service or use of any vehicle leased hereunder.

## SECTION VIII CONSTRUCTION OF INSTRUMENTS

### 8. CONSTRUCTION OF INSTRUMENTS

This agreement is one of leasing and transportation services only. The CONTRACTOR does not acquire hereby any right, title or interest to the vehicle leased hereunder other than the right of possession of a CONTRACTOR. This lease shall be construed under the laws of the State of Minnesota.

## SECTION IX MISCELLANEOUS

### 9. MISCELLANEOUS

- 9.1 **Confidentiality / Government Data Practices** The CONTRACTOR agrees that client names and any other information released to CONTRACTOR by BI-CAP shall be kept confidential and shall be used only in connection with the performance of said duties for BI-CAP. In case of a conflict between this paragraph and the Minnesota Data Practices Act, the Minnesota Data Practices Act shall govern.

The CONTRACTOR and BI-CAP must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by BI-CAP under this contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the CONTRACTOR under this contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. Ch 13, by either the CONTRACTOR or BI-CAP.

If the CONTRACTOR receives a request to release the data referred to in this Clause, the CONTRACTOR must immediately notify the BI-CAP. The BI-CAP will give the CONTRACTOR instructions concerning the release of the data to the requesting party before the data is released.

- 9.2 **Sub-Contractors** The CONTRACTOR shall not subcontract any of the services which CONTRACTOR is to provide without the express written approval of BI-CAP.
- 9.3 **Independent Contractor** The CONTRACTOR is expressly forbidden to act for BI-CAP in any other capacity, or to represent itself in any manner as an agent of BI-CAP, except under the terms hereof. During the term of this Agreement the CONTRACTOR, and the CONTRACTOR's employee(s), if any, shall be considered and act as an independent contractor and shall not be considered as employee(s) of BI-CAP. The CONTRACTOR shall furnish all labor required to perform the services and will have full control and direction over the method and manner of performing those services.
- 9.4 **Non-Waiver and Cumulation of Remedies** The failure by either party at any time to enforce any of the provisions of this Agreement or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, right, remedy or option or in any way affect the validity of this Agreement. The waiver of any default by either party shall not be deemed a continuing

waiver, but shall apply solely to the instance to which such waiver is directed. The remedies provided under this Agreement shall be cumulative and not alternative, and the election of any one remedy for breach shall not preclude the pursuit of other remedies.

- 9.5 **Entire Agreement** This Agreement sets forth the entire agreement and understanding between the CONTRACTOR and BI-CAP regarding the subject matter hereof and supercedes any prior representations, statements, proposals, negotiations, discussions, understandings, or agreements regarding the same subject matter. This Agreement may not be modified or amended except by a writing signed by the party against whom the modification or amendment is sought to be enforced.
- 9.6 **Severability** Every provision of this Agreement shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Agreement so construed is held by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such provision shall be deemed severed from this Agreement, and all other provisions shall remain in full force and effect.
- 9.7 **Assignment** Neither the CONTRACTOR nor BI-CAP may assign, delegate or otherwise transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of the other.
- 9.8 **Amendments** This Agreement may be altered, extended, changed or amended in writing by mutual agreement of the parties hereto when dated and attached hereto without altering the other terms of this Agreement.
- 9.9 **Controlling Law, Jurisdiction and Venue** This Agreement shall be interpreted in accordance with the substantive laws of the State of Minnesota. Venue for all legal proceedings out of this contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Beltrami County, Minnesota.
- 9.10 **Authorized Representative / Notice** BI-CAP's Authorized Representative is Michele Andringa, Head Start Director (218) 333-9873 or his/her successor, and has the responsibility to monitor the CONTRACTOR's performance and the authority to accept the services provided under this contract. If the services are satisfactory, BI-CAP's Authorized Representative will certify acceptance on each invoice submitted for payment.

The CONTRACTOR's Authorized Representative is Walker Public School Superintendent or his/her successor. If the CONTRACTOR's Authorized Representative changes at any time during this contract, the CONTRACTOR must immediately notify BI-CAP.

Any notice to be given hereunder by either party to the other shall be in writing and may be effectuated by delivery of U.S. certified mail, return receipt requested. Notice hereunder shall be sufficient if properly addressed and made to:

Bi-County Community Action Programs, Inc.  
P.O. Box 579  
Bemidji, MN 56619  
(218) 751-4631  
Barb Moran, Executive Director

CONTRACTOR:

Independent School District #36 Walker-Akeley-Hackensack  
301 4<sup>th</sup> St  
Walker, MN 56484



(218) 547-1311  
Kevin Wellen, Superintendent

9.11 **Fact Finding Inquiries**

As a condition of entering into this Agreement, CONTRACTOR agrees to cooperatively participate in any fact finding inquiries or investigations relative to the subject matter of this Agreement which may be initiated by BI-CAP.

- 9.12 All parties are responsible to make sure their employees, who are delivering services to youth and their families, have completed a DHS background study. DHS background studies may need to be submitted for staff from the partner program in accordance with Minnesota Statutes, section 245C.02, subdivision 6a and HSPPS 1302.90. All Parties agree that this Agreement is contingent upon party's warranty that party's record is free and clear of any such charges and/or convictions.

- 9.13 **Certificate of Nondebarment** The CONTRACTOR certifies, by execution of this Agreement, that:

- 9.13.1 They are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal and/or State department or agency.
- 9.13.2 They have not within a three-year period preceding the date of application submission been convicted of or had a civil judgment rendered against them for commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- 9.13.3 They are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with the commission of any of the offenses enumerated in 10.13.2 above.
- 9.13.4 They have not within a three-year period preceding the date of this Agreement had one or more public transactions terminated for cause or default.

- 9.14 **Statement of Nondiscrimination** CONTRACTOR acknowledges, by execution of this Agreement, that the CONTRACTOR, in providing the services contemplated under the terms of this Agreement, will not discriminate against any person(s) on the basis of age, race, creed, color, national origin, ancestry, sex, physical or mental handicap, marital status, sexual orientation, military status, or status as a public assistance recipient.

9.15 **Publicity and Endorsement**

10.15.1 **Publicity** Any publicity regarding the subject matter of this contract must identify BI-CAP as the sponsoring agency and must not be released without prior written approval from BI-CAP's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the CONTRACTOR individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this contract.

10.15.2 **Endorsement** The CONTRACTOR must not claim that BI-CAP endorses its products or services.

10.16 **Intellectual Property Rights**

**10.16.1 Intellectual Property Rights** BI-CAP owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this contract. "Works" means all inventions, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the CONTRACTOR, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this contract. Works includes "Documents". Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the CONTRACTOR, its employees, agents, or subcontractors, in the performance of this contract. The Documents will be the exclusive property of BI-CAP, and all such Documents must be immediately returned to BI-CAP by the CONTRACTOR upon completion or cancellation of this contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire". The CONTRACTOR assigns all right, title, and interest it may have in the Works and the Documents to BI-CAP. The CONTRACTOR must, at the request of BI-CAP, execute all papers and perform all other acts necessary to transfer or record BI-CAP's ownership interest in the Works and Documents.

#### **10.16.2 Obligations**

- 10.16.2.1 Notification** whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the CONTRACTOR, including its employees and subcontractors, in the performance of this contract, the CONTRACTOR will immediately give BI-CAP's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon.
- 10.16.2.2 Representation** The CONTRACTOR must perform all acts, and take all steps necessary to ensure that all intellectual property right in the Works and documents are the sole property of BI-CAP, and that the CONTRACTOR, its employees, agents, or subcontractors do not retain any interest in and to the Works and Documents. The CONTRACTOR represent and warrants that the works and documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Section IV, the CONTRACTOR will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless BI-CAP, at the CONTRACTOR's expense, from any action or claim brought against BI-CAP to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. The CONTRACTOR will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the CONTRACTOR's or BI-CAP's opinion is likely to arise, the CONTRACTOR must, at BI-CAP's discretion, either procure for BI-CAP the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of BI-CAP's will be in addition to and not exclusive of other remedies provided by law.

10.17 **Audits** The CONTRACTOR's books, records, documents, and accounting procedures and practices relevant to this contract are subject to examination by BI-CAP and/or its funding source(s), as appropriate, for a minimum of six (6) years from the end of this contract.

10.18 **Alternative Dispute Resolution** The parties agree to promptly submit to mediation (within ten [10] working days of reaching an impasse) any dispute or controversy arising under this Agreement which cannot be resolved by the parties through direct communication without mediation. The parties further agree to mediate in good faith. The mediator to be selected shall be listed on the Minnesota Roster of Neutrals and shall either be selected by the mutual agreement of the parties or by each party submitting a list of up to three (3) qualified mediators and then alternately striking names. The parties shall flip a coin to determine which party shall strike the first name. The parties shall equally share the costs of mediation. Absent a claim of suspected child abuse, this procedure shall be followed before either party may file an action/complaint with a court of competent jurisdiction or any regulating agency and to that extent this provision supercedes the provisions contained in paragraph 10.4. This procedure shall be governed by the Minnesota Civil Mediation Act as from time to time amended.

**IN WITNESS WHEREOF**, Walker Independent School District #113 and Bi-County Community Action Programs, Inc. have caused this Agreement to be executed by the person authorized to act in their respective names on the date shown below:

CONTRACTOR: WALKER-HACKENSACK-KELEY INDEPENDENT SCHOOL DISTRICT #113

Signature

BI-CAP: BI-COUNTY COMMUNITY ACTION PROGRAMS, INC.

Signature

July 22, 2025

