

**SUBURBAN RAMSEY FAMILY COLLABORATIVE
FISCAL SERVICES AGREEMENT**

The **SUBURBAN RAMSEY FAMILY COLLABORATIVE** (hereafter **COLLABORATIVE**), a Joint Powers Board, mailing address 1910 West County Road B, Roseville, MN 55113, and **INDEPENDENT SCHOOL DISTRICT NO. 623** (hereafter **FISCAL AGENT**), 1251 West County Road B-2, Roseville, MN 55113, enter into this agreement for the period of **July 1, 2024** through **June 30, 2025**.

WHEREAS, the **COLLABORATIVE** is desirous of obtaining the services of a **FISCAL AGENT** to provide the necessary fiscal services to enable the **COLLABORATIVE** to manage its financial affairs and to properly comply with the provisions of Minn. Stat. § 124D.23 and other related statutes; and

WHEREAS, the school district has the capability of providing **FISCAL AGENT** services to the **COLLABORATIVE**.

NOW, THEREFORE, IN CONSIDERATION OF the mutual covenants contained herein, the **COLLABORATIVE** and the **FISCAL AGENT** agree as follows:

SECTION I.

A. GENERAL ACCOUNTING

The **COLLABORATIVE** agrees to purchase, and the **FISCAL AGENT** agrees to furnish the following purchased services described as follows:

Provide fiscal services to the **COLLABORATIVE** related to the financial management of the **COLLABORATIVE** in compliance with the provisions of Minn. Stat. § 124D.23 and as it may be amended and the requirements of the SRFC Joint Powers Board and any relevant local **COLLABORATIVE** time study board and in conformance with the requirements of any applicable federal statutes and regulations, and state statutes and rules. The fiscal services are more specifically set forth as follows:

1. **FISCAL AGENT** shall provide general accounting services, practices, procedures, and reports relating to all funds received by and disbursed from the **COLLABORATIVE**.
2. The **FISCAL AGENT** shall provide **COLLABORATIVE** access to **FISCAL Agent's** contracts, contractual procedures, and purchase order system, and shall also make available to **COLLABORATIVE** all discounts and special rates otherwise available to **FISCAL AGENT** from the **FISCAL Agent's** own purchasing activities or from other third party sources.
3. The **FISCAL AGENT** shall provide vendor payments for all vendors providing services to the **COLLABORATIVE** and shall establish such authorization and signature records so as to ensure the proper disbursement of **COLLABORATIVE** funds.

4. The FISCAL AGENT shall provide such checks or warrants as may be appropriately required by COLLABORATIVE in a timely fashion so as to carry out the COLLABORATIVE's business.

B. ACCESS TO RECORDS

1. The FISCAL AGENT shall provide telephone line transaction capability giving COLLABORATIVE members and staff access to the current financial condition of the COLLABORATIVE, including hookup Skyward capability.
2. The FISCAL AGENT shall provide such written reports as may be reasonably necessary to assist COLLABORATIVE in the carrying out of COLLABORATIVE's activities.
3. FISCAL AGENT shall provide training to COLLABORATIVE's officers and employees so as to enable the COLLABORATIVE officers and employees to access FISCAL AGENT's accounting and reporting system for the purpose of determining COLLABORATIVE's current financial status.
4. FISCAL AGENT shall provide consultation and training on a monthly or as needed basis by a qualified FISCAL AGENT representative to assist COLLABORATIVE in the proper understanding and utilization of FISCAL Agent's accounting system.

C. AUDIT

1. The FISCAL AGENT shall provide to COLLABORATIVE on an annual basis an audit by a licensed, certified public accountant based on generally accepted accounting principles. The audit shall contain a management letter, when deemed necessary by the auditor, so as to properly advise the COLLABORATIVE on the proper managing of the Collaborative's financial affairs. Such audit shall be presented in a format commonly acceptable to the accounting practice and shall be provided between June 30 and December 1 of each year.
2. COLLABORATIVE shall attempt to ensure that Collaborative's officers and employees reasonably cooperate with the FISCAL AGENT in the FISCAL Agent's performance of its duties and responsibilities under this agreement.

D. PAYMENT FOR SERVICES

1. Total payments to the FISCAL AGENT shall not exceed the sum of Fifteen Thousand and no/100 Dollars (\$15,000.00) per fiscal year.
2. Payment to the FISCAL AGENT shall be made annually upon receipt of invoice by the FISCAL AGENT. Payment will be made in a manner provided by law for the payment of claims against public organizations within thirty-five (35) days of receipt of the invoice when practicable.

E. REPORTS, RECORDS

1. The FISCAL AGENT agrees to maintain books, records, documents, and other evidence and accounting procedures and practices relevant to this agreement for six (6) years after the last date of service. These books, records, documents, and accounting procedures and practices relevant to this agreement shall be subject at all reasonable times to inspection, review, or audit on-site by the COLLABORATIVE or either the legislative auditor or the state auditor as appropriate.

F. ACCOMPLISHMENT OF PROJECT

The FISCAL AGENT shall commence, carry on, and complete the project with all practical dispatch, and a sound economical and efficient manner, in accordance with the provisions of applicable laws and regulations. In accomplishing the project, the FISCAL AGENT shall take such steps as are necessary to ensure that the work involved is properly coordinated with related work being carried on by the COLLABORATIVE.

G. PERSONNEL

The FISCAL AGENT represents that it has, or will secure at its own expense, all personnel required in performing the services required pursuant to this agreement. Such personnel shall not be employees or have any contractual relationship with the COLLABORATIVE. All of the services required under this agreement will be performed by the FISCAL AGENT or under its supervision and all personnel engaged in the work shall be fully qualified to perform such services.

H. CONDITIONS OF THE PARTIES' OBLIGATIONS

1. The COLLABORATIVE may cancel this agreement or a portion thereof at any time, with or without cause, upon thirty (30) days' written notice, delivered by mail or in person.
2. The FISCAL AGENT may cancel this agreement or portion thereof at any time, with or without cause, upon ninety- (90) days' written notice, delivered by mail or in person.
3. The laws of the state of Minnesota shall govern all questions as to the execution, nature, obligation, instructions, validity, and performance of this agreement. Any litigation concerning this agreement shall be venued in Ramsey County, Minnesota.

I. STANDARDS

1. The FISCAL AGENT shall comply with all applicable federal and state statutes and regulations now in effect or hereafter adopted, and professional standards appropriate to the services.
2. Other provisions for cancellation of this agreement notwithstanding, failure to meet such standards may be cause for cancellation of this agreement effective as of receipt of notice of cancellation.

J. DATA PRACTICES

All data collected, created, received, maintained, or disseminated for any purpose in the course of FISCAL Agent's performance of this agreement is governed by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, or any other applicable state statutes or state rules adopted to implement the Act, as well as any applicable federal laws.

K. NON-DISCRIMINATION

No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed, or national origin, be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, service, or activity under the provisions of any and all applicable federal and state laws against discrimination, including the Civil Rights Act of 1986. On request, the FISCAL AGENT will furnish all information and reports required by the COLLABORATIVE and by the rules and regulations and orders of the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

L. INDEMNITY AND INSURANCE

1. **Indemnity**. The FISCAL AGENT agrees that to the limits set forth in law, it will defend, indemnify, and hold harmless the COLLABORATIVE, its officials, employees, and agents from any and all liability, loss, or damages they may suffer as a result of claims, demands, judgments, or costs, including reasonable attorney's fees, arising out of or related to FISCAL Agent's performance of this agreement. It is acknowledged that this provision was separately negotiated and specifically agreed to by the FISCAL AGENT.
2. **Insurance**. The FISCAL AGENT shall purchase and maintain such insurance or will have a self-insurance program as will protect the FISCAL AGENT from all claims set forth below, which may arise out of, or result from, the FISCAL Agent's operations under this agreement, whether such operations be by the FISCAL AGENT or by anyone directly employed by them, or by anyone for whose acts any of them may be liable.

M. INDEPENDENT CONTRACTOR

It is agreed that nothing contained in this agreement, or any extension of this agreement, is intended or should be construed as creating the relationship of co-partners, joint ventures, or an association with the Collaborative and the Fiscal Agent nor shall the acceptance of such payment act as a waiver of any claims that the fiscal agent may have against the Collaborative, its employees, agents, and representatives of the Collaborative. From any amounts due the Fiscal Agent, there will be no deductions for federal income tax or FICA payments, or for any state income tax, or for any other purposes which are associated with an employer-employee relationship unless required by law. Payment of federal income tax, FICA payments, and state income tax are the responsibility of the Fiscal Agent

N. PROVISIONS CONCERNING CERTAIN WAIVERS

Subject to applicable law, any right or remedy which the COLLABORATIVE may have under this contract may be waived in writing by the COLLABORATIVE by a formal waiver if, in the judgment of the COLLABORATIVE, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.

O. MATTERS TO BE DISREGARDED

The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.

P. COLLABORATIVE NOT OBLIGATED TO THIRD PARTIES

The COLLABORATIVE shall not be obligated or liable hereunder to any party other than the FISCAL AGENT.

Q. WHEN RIGHTS AND REMEDIES NOT WAIVED

In no event shall the making by the COLLABORATIVE of any payment to the FISCAL AGENT constitute or be construed as a waiver by the COLLABORATIVE of any breach of covenant, or any default which may then exist, on the part of the FISCAL AGENT, and the making of any such payment by the COLLABORATIVE while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the COLLABORATIVE in respect to such breach or default.

R. SUBCONTRACTING AND ASSIGNMENTS

The FISCAL AGENT shall not enter into any subcontract for performance of any of the services contemplated under this agreement, nor assign this agreement, without the prior written approval of the COLLABORATIVE, and subject to such conditions and provisions as the FISCAL AGENT may deem necessary. The FISCAL AGENT shall be responsible for the performance of all subcontractors.

S. MODIFICATION OF AGREEMENT

Any alterations, variations, modifications, or waivers of provisions of this agreement shall only be valid when they have been reduced to writing, signed by authorized representatives of the COLLABORATIVE and the FISCAL AGENT, and attached to the original of this agreement.

T. NOTICES

Any notices, bills, invoices, or reports required by this agreement shall be sufficient if sent by the parties hereto in the United States mail, postage paid, to the address(es) listed below:

COLLABORATIVE

Director
SUBURBAN RAMSEY FAMILY COLLABORATIVE
1910 West County Road B
Roseville, MN 55113

SCHOOL DISTRICT

Superintendent
INDEPENDENT SCHOOL DISTRICT NO. 623
1251 West County Road B-2
Roseville, MN 55113

U. ENTIRE AGREEMENT

It is understood and agreed that the entire agreement between the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. All items referred to in this agreement are incorporated or attached and are deemed to be part of this agreement.

IN WITNESS WHEREOF, the COLLABORATIVE and FISCAL AGENT have executed this agreement as of the dates written below.

SUBURBAN RAMSEY FAMILY COLLABORATIVE
(a Joint Powers Board)

INDEPENDENT SCHOOL DISTRICT NO. 623

By: _____

By: _____

Date: _____

Date: _____

Its: Director, Mary Sue Hansen

Its: Superintendent, Dr. Jenny Loeck