

**CONTRACT FOR HEALTH, SOCIAL, OR
RECREATIONAL SERVICES
Minn. Stat. § 365.10, subd. 14**

WHEREAS, Tofte Township, Cook County, Minnesota (hereinafter "Town") is authorized under Minn. Stat. § 365.10, subd. 14 to contract with nonprofit organizations for up to \$10,000 a year for health, social, and recreational services if authorized by the town electors and the Town Board considers the services to be in the public interest and good for the town;

WHEREAS, _____ (hereinafter "Organization") is a nonprofit organization that has the capability to provide health, social, or recreational services to those within Town;

WHEREAS, at the annual Town meeting held on March _____, 20____, the Town electors voted to authorize Town to expend up to \$ _____ to contract for services from the Organization;

WHEREAS, the amount authorized to be expended on the contract with Organization does not cause Town to exceed the \$10,000 cumulative limit that can be expended under Minn. Stat. § 365.10, subd. 14 in a year; and

WHEREAS, the Town Board of Supervisors considers the services delivered by Organization to be in the public interest and good for the Town;

NOW, THEREFORE, in consideration of the mutual promises made herein and for other valuable consideration the receipt of which is hereby acknowledged, Town and Organization agree as follows:

1. **Services Provided.** Organization agrees to provide or make available the following services to those living within Town:

[describe the services]

2. **Term.** This Agreement shall be in effect for one year from the date of execution indicated below unless a different term is set forth here:
3. **Cost.** Town agrees to pay Organization a lump sum total of \$ _____ for the services it is to provide under this Agreement.
4. **Indemnification, Hold Harmless, and Defend.** Any and all claims that arise or may arise against Organization, its agents, servants, or employees as a consequence of

any act or omission on the part of the Organization or its agents, servants, or employees while engaged in the performance of the Agreement shall in no way be the obligation or responsibility of Town. Organization shall indemnify, hold harmless, and defend Town, its officers, agents, and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney fees which Town, its officers, agents, or employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of any act or omission of Organization, its agents, servants or employee, in the execution, performance, or failure to adequately perform Organization's obligations pursuant to this Agreement. Nothing in this Agreement shall constitute a waiver by Town of any statutory limits or immunities from liability.

5. **Insurance.** Organization agrees to maintain (1) commercial general liability insurance coverage with a policy limit of at least \$1,500,000 per occurrence; (2) if applicable, business automobile liability coverage with a total liability limit of at least \$1,500,000; and (3) workers compensation insurance. If Organization is not required to carry workers compensation insurance, Organization may provide written statement of exemption. Organization to provide proof of above insurance prior to receiving any payment(s).

6. **Independent Contractor.** Organization acknowledges and agrees that it is an independent contractor and that nothing herein shall be construed to create the relationship of employer and employee between Town and Organization or of any obligations or commitments beyond the terms of this Agreement.

7. **Modification & Termination.** Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, and signed by Town and Organization. Town may terminate this Agreement, with or without cause, upon 30 days written notice.

8. **Legal Compliance.** Organization shall abide by all federal, state, or local laws, statutes, ordinances, rules, and regulations now in effect or hereinafter adopted pertaining to this Agreement or to the facilities, programs, and staff for which Organization is responsible. Organization shall procure, at Organization's expense, all permits, licenses, or other rights required for the provision of the services contemplated by this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the _____ day of _____, 20____.

Town

Tofte Township

By: _____

Signature of Chairperson

Date: _____

Attest: _____

T own Clerk

Organization

By: _____

Print Name and Title

Signature

Date: _____