

**ENVIRONMENTAL HEALTH AND SAFETY PROGRAM AGREEMENT**  
***PLATINUM PACKAGE***

This Environmental Health and Safety Program Agreement (this “Agreement”) is made and entered into effective as of July 1, 2025 (the “Effective Date”) by and between Menomonie Area School District (the “District”) with principal offices located at 215 Pine Ave NE, Menomonie, WI, 54751, and Cooperative Educational Services Agency 10 (“CESA”) with principal offices located at 725 W. Park Avenue, Chippewa Falls, WI 54729.

**RECITALS**

**Whereas**, CESA is a non-profit educational agency assisting school districts with services and programs the districts would otherwise have difficulty providing, or that are mandated by the state or federal government;

**Whereas**, one of the programs offered by CESA is the Environmental Health and Safety Program (“Program”) which helps school districts provide safe and healthy environments while maintaining compliance with applicable laws and regulations;

**Whereas**, the District wishes to engage CESA to assist with developing the Program for the District, to assist the District in providing safe and healthy environments while maintaining compliance with applicable laws and regulations at District buildings (collectively, the “District Site”).

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements set forth herein, along with other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **IT IS HEREBY AGREED AS FOLLOWS:**

**ARTICLE I SCOPE OF ENGAGEMENT**

1.1 **Work to be Performed.** CESA shall develop the Program on behalf of the District. The specific tasks to be conducted by CESA as part of the Program are specified on Exhibit A, attached hereto and incorporated herein by reference (the “Scope of Work” or “Services”).

1.2 **Standard of Performance.** The standard of care for all Services performed or furnished by CESA under this Agreement shall be the care and skill ordinarily used by those performing work of the same kind under comparable circumstances. CESA makes no warranties, express or implied in connection with the performance of its Services hereunder. CESA is entitled to rely on any information provided by the Owner or third parties in performance of its Services.

1.3 **Term of Agreement.** CESA shall be engaged by the District for the period specified in the Scope of Work.

**ARTICLE II COMPENSATION AND EXPENSES**

2.1 **Fees.** The District shall compensate CESA for the Services (the “Fee”). Environmental Health and Safety fees are calculated using the District’s square footage. Changes to the District’s total square footage will affect pricing. Total service contract fee will increase five (5) percent annually. CESA relies on contracts with third party data and software providers, as well as other outside vendors, and has limited control over potential price increases passed along to and affecting CESA services. Therefore, CESA reserves the right to annually adjust fees.

Description	Included
Platinum-Level Service Contract	X
Online Material Safety Data Sheet (MSDS) Storage	X
Federal AHERA Asbestos Inspections (6-month/3-year)	X
<b>Total Fee</b>	<b>\$10,516.75</b>

2.2 Terms. District shall pay the Fee within thirty (30) days from the date of CESA’s invoice. All past due amounts shall bear interest at the lower of one and one-half percent (1.50%) monthly (eighteen percent (18%) annually) or the maximum amount allowed by applicable law. If the District fails to make payments, CESA may, in its sole and absolute discretion, terminate this Agreement or defer performance of the Services upon written notice to the District. Final payment shall constitute a waiver of all claims by the District relating to the Services under this Agreement.

### ARTICLE III GENERAL PROVISIONS

3.1 Force Majeure. Neither party to this Agreement shall be responsible to the other for any loss, damage, detention or delay due to causes beyond its control, including wars, floods, civil unrest, theft, extortion, kidnapping, labor disputes, unusual delay in transportation, pandemics and/or epidemics both abroad and/or domestic, changes in law, including but not limited to local and/or national government orders or directives, earthquakes, tornadoes, adverse weather conditions not reasonably anticipated, other acts of God and other similar disturbances (“Force Majeure”). In the event of Force Majeure, the party asserting the protection of this section shall give written notice to the other party within seven (7) calendar days of the claimed Force Majeure event, and shall further have a duty to make every commercially practicable effort to mitigate the delay and/or the loss.

3.2 Independent Contractor. The parties agree that CESA is an independent contractor and, in no event, shall CESA be deemed an employee, agent, partner, or joint venturer with the District. Neither the District nor CESA shall in any way become obligated for the debts or expenses of the other unless otherwise agreed in writing. CESA shall not have the authority to bind the District or otherwise execute any document on behalf of the District, nor shall CESA hold itself out to the public or any third party as possessing such authority. The District shall not be responsible to any taxing authority for any income, payroll or withholding taxes incurred as a result of the performance by CESA of Services under this Agreement. The District shall also not be responsible for providing worker’s compensation insurance or unemployment compensation contributions to CESA or its agents as a result of the performance of services by CESA or its agents under this Agreement.

3.3 Limitation of Liability. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of CESA and CESA’s officers, directors, members, partners, agents, employees, and consultants, to the District and anyone claiming by, through, or under the District for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Services or this Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of CESA or CESA’s officers, directors, members, partners, agents, employees, or consultants shall not exceed the total insurance proceeds paid on behalf of or to CESA by CESA’s insurers in settlement or satisfaction of the District’s claims under the terms and conditions of CESA’s insurance policies applicable thereto. If no such insurance coverage is provided with respect to the District’s claims, then the total liability, in the aggregate, of CESA and CESA’s officers, directors, members, partners, agents, employees, or consultants to the District and

anyone claiming by, through, or under the District for any and all uninsured claims shall not exceed the total compensation received by CESA under this Agreement within the twelve (12) month period preceding the event giving rise to the claim. To the fullest extent permitted by law, the District and CESA waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to CESA's Services, the Program and this Agreement. Notwithstanding anything to the contrary, in no event shall CESA have any responsibility or liability for the handling, removal or disposal of hazardous substances or materials at or from the District Site, and the District shall forever release, fully discharge and defend, indemnify, and hold harmless CESA from and against any and all claims, penalties, damages, liabilities, causes of action, demands, suits, losses and expenses, including but not limited to reasonable attorneys' fee, arising from or relating to the same.

3.4 Notices. Any notice, request, consent or approval required or permitted to be given under this Agreement or pursuant to law shall be sufficient if it is in writing, and if and when it is hand delivered, or sent by federal express overnight delivery, or regular mail, with postage prepaid, to CESA's principal office or to the District's principal office as each are described in this Agreement.

3.5 Deliverables and Confidentiality. Deliverables, remain the property of CESA, and the District shall have no intellectual property rights or licenses to said Deliverables unless expressly provided herein. Notwithstanding the foregoing, CESA grants the District a non-exclusive license to use the Deliverables solely for purposes as stated in Exhibit A. For purposes of this section "Deliverables" shall mean any and all work product provided by CESA to the District in connection with its performance of the Services whether in written, verbal or electronic form. This Agreement, its content and the Deliverables are proprietary and confidential except to the extent such matters are generally known to and are available for use by the public. The District agrees to instruct all employees not to duplicate or distribute or permit others to duplicate or distribute this Agreement or Deliverables without CESA's express prior written consent.

3.6 Renewals and Termination. This Agreement shall be automatically renewed upon expiration of the then-existing term for successive one-year terms unless the District gives CESA or CESA gives the District at least sixty (60) days written notice of its intention not to renew the Agreement prior to such renewal. The Fee and other related costs due under this Agreement will continue to accrue until the termination date of this Agreement. The Fee will be prorated to provide for partial years of Services.

3.7 Disputes. If a dispute arises under this Agreement, the parties shall promptly attempt in good faith to resolve the dispute by negotiation. All disputes not resolved by good faith negotiation within thirty (30) days shall be resolved through litigation. The exclusive forum and venue of any litigation arising from this Agreement shall be a court of competent jurisdiction in Dane County, State of Wisconsin. In the event a lawsuit is brought to enforce the terms or conditions of this Agreement, the prevailing party shall be entitled to the payment of all costs and fees incurred in bringing or defending against the lawsuit from the non-prevailing party including, but not limited to, reasonable attorneys' fees, court costs, investigation costs and all related expenses. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

3.8 Applicable Law, Forum, and Construction. This Agreement shall be governed by the internal laws of the State of Wisconsin. This Agreement shall be construed without regard to any rules of construction concerning the draftsman hereof.

3.9 Assignment. Neither this Agreement nor any rights or duties of either party hereunder shall be assignable without the written consent of the non-assigning party.

3.10 Entire Agreement; Amendment. This Agreement, including the recitals hereof and exhibits hereto, each of which are incorporated herein by reference, constitutes the complete understanding between CESA and the District on this subject and may not be modified or amended, except by writing and executed by a duly authorized representative of the District and CESA. The Agreement is intended to be the final, complete, and exclusive statement of the terms of the parties' agreements regarding these subjects and supersedes all other prior and contemporaneous agreements and statements on these subjects.

3.11 Waiver of Breach. The waiver by either party of the breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party. Any waiver by either party must be in writing and signed by a representative who has the authority to bind such party.

3.12 Invalidity of Any Provision. The provisions of this Agreement are severable, it being the intention of the parties hereto that should any provision hereof be invalid or unenforceable, such invalidity or unenforceability of any provisions shall not affect the remaining provisions hereof, but the same shall remain in full force and effect as if such invalid or unenforceable provision or provisions were omitted.

3.13 Claims Against Governmental Entities. Notwithstanding anything in this Agreement to the contrary, nothing contained within this Agreement is intended to be a waiver or estoppel of either CESA or the District or their insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes 893.80 to the extent that indemnification is available and enforceable, either party or its insurer shall not be liable in indemnity or contribution for any amount greater than the limits of liability for claims against governmental bodies or officers, agents, or employees as established by Wisconsin law.

3.14 Acceptance. Each person executing this Agreement represents and warrants that such person is duly authorized to execute and deliver this Agreement on behalf of the party for whom signature is made. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their heirs, legal representatives, successors, and assigns. This Agreement may be executed in several counterparts, all of which taken together shall constitute one single agreement between the Parties hereto. Signatures may be evidenced by facsimile or electronic transmission, the same of which shall be treated as originals.

[Signature Page Follows.]



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

**MENOMONIE AREA SCHOOL DISTRICT**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date

**COOPERATIVE EDUCATIONAL SERVICE AGENCY 10**

\_\_\_\_\_  
Jordan Sinz, Administrator

\_\_\_\_\_  
Date

## **EXHIBIT A** **SCOPE OF WORK**

This document serves as Exhibit A between Menomonie School District (the “District”) and Cooperative Educational Service Agency 10 (“CESA”), wherein the District agrees to purchase Environmental Health and Safety Services as described in the Agreement.

### **Annual Service Contract Deliverables Include:**

- ❖ Periodic site visits to plan for and review implementation of environmental, health, and safety recommendations
- ❖ Annual knowledge safety walkthrough of select spaces
- ❖ Comprehensive binder with written programs and Toolbox Talks templates
- ❖ Review of DSPTS regulatory inspection findings
- ❖ Chemical fume hood testing
- ❖ Safety Documentation Audit of Written Programs
- ❖ Annual Staff Safety Program Training
- ❖ Complimentary access to CESA 10 asbestos trainings
- ❖ Annual notifications for asbestos and indoor environmental quality

### **Consulting Topics Included (but not limited to):**

- |                                    |                                 |
|------------------------------------|---------------------------------|
| ❖ Accident and Injury Prevention   | ❖ Mercury                       |
| ❖ Asbestos                         | ❖ Mold                          |
| ❖ Bleachers                        | ❖ Noise Monitoring              |
| ❖ Building Demolition              | ❖ OSHA Inspections              |
| ❖ Chemical Inventory/Disposal      | ❖ Personal Protective Equipment |
| ❖ Confined Spaces                  | ❖ Playgrounds                   |
| ❖ Electrical Safety                | ❖ Radon                         |
| ❖ Environmental Project Management | ❖ Restricted Materials          |
| ❖ Hazardous Waste                  | ❖ Roofs                         |
| ❖ Indoor Air Quality               | ❖ Safety and Security           |
| ❖ Kilns and Fume Hoods             | ❖ Swimming Pools                |
| ❖ Lead (Paint and Water)           | ❖ Tech Ed/STEAM Classrooms      |
| ❖ Lockout Tagout                   | ❖ Welding                       |

### **District Responsibilities:**

- ❖ Follow all local, state, and federal laws and regulations.
- ❖ Allocate necessary resources and time to develop an environmental, health and safety program.
- ❖ Complete action items and implement compliance programs in coordination with Consultant.
- ❖ Notify Consultant of any planned regulatory inspections.
- ❖ Notify Consultant of insurance claims that may result in compliance or consulting changes.
- ❖ Notify Consultant of any policy or building changes that may impact the environmental, health or safety of District students and staff.

### **LIMITATION ON SCOPE OF SERVICE**

CESA will aid the District in the creation of an Environmental Health and Safety Program. CESA will work closely with the District in interpreting regulations and identifying compliance solutions; however, it

is ultimately the District's decision as to which suggestions are implemented and which action items are completed. The overall level of compliance will be impacted by individual District protocol and adherence to policies and procedures.

The District acknowledges and agrees that contract fees and other charges which CESA is charging under this Agreement do not include any consideration for the assumption by CESA of the risk of the District's consequential or incidental damages or of unlimited direct damages. Accordingly, CESA's liability shall be limited as described in Section 3.3 of the Agreement.

### **FURTHER LIMITATIONS ON SCOPE OF WORK**

CESA has entered into an Agreement for Independent Contractor Services with Aptim ("Focus Contract") to administer portions of the Focus on Energy Program. Under the Focus Contract, CESA provides certain energy efficiency and renewable energy services to agricultural producers, schools, and government customers. The scope of services under this Agreement is separate and distinct from the scope of services in the Focus Contract. CESA representatives providing services under this Agreement may, however, identify for the District energy efficiency improvements, services, or programs within the Focus Contract scope of service ("Focus Services"). The provision of Focus Services will be provided to the District pursuant to the Focus Contract and are not within the Scope of Services for the Agreement.

### **DISCLAIMER AND LIMITATIONS**

The laboratory results will be provided by an independent accredited lab and CESA assumes this information is correct and reliable, and the District acknowledges and agrees that CESA may rely on such information. Materials not immediately accessible including, but not limited to, roof systems, floor systems, and underground concrete partitions can be difficult or impossible to sample prior to demolition; therefore, CESA cannot state that all Asbestos Containing Materials ("ACM") or other hazardous materials have been identified/sampled/tested due to materials that may be hidden. CESA is not responsible for sampling these materials. Federal National Emissions Standards for Hazardous Air Pollutants (NESHAPS) regulations require that an Asbestos Competent Person be onsite during any renovation or demolition activities to identify ACMs that may be uncovered. Should potentially asbestos-containing materials or other hazardous materials be uncovered, all disturbance activities must cease pending further investigation by a Wisconsin State Certified Asbestos Inspector, Wisconsin State Certified Lead Inspector or other qualified individual. The licensed contractor hired by the District is the responsible party in such event.