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PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is entered into as of January 1, 2026 (“Effective Date”) by and between:

City of Hugo, a municipal corporation organized under the laws of the State of Minnesota (“City”),

and

Lakes Center, a nonprofit organization organized under the laws of the State of Minnesota, with its principal place of business at 200 4th Street SW, Forest Lake, MN 55025 (“Provider”).

The City and Provider may be referred to individually as a “Party” and collectively as the “Parties.”

1. Purpose

The purpose of this Agreement is for Provider to deliver counseling, enrichment, restorative justice, youth outreach, education engagement, and intervention services to eligible residents of the City in support of community well-being, prevention, and early intervention needs. The City agrees to compensate Provider through a lump-sum payment to support these services.

2. Scope of Services

Provider shall make the following services available to City residents during the Term of this Agreement:

2.1 Counseling Services

- Individual, family, or group counseling
- Trauma-informed, strengths-based, and evidence-informed approaches
- Services provided by licensed or credentialed professionals, as applicable

2.2 Enrichment Services

- Youth enrichment programming
- Skill-building, social-emotional learning, and prevention-focused activities
- School-based or community-based programming, as available

2.3 Intervention Services

- Early intervention and support services
- Behavioral intervention, conflict resolution, and restorative practices
- Coordination with families, schools, and community partners as appropriate

2.4 Education Engagement Services

- Academic support and engagement services for school-age youth
- Attendance support, advocacy, and coordination with schools and families
- Skill-building focused on organization, motivation, and social-emotional learning
- Services delivered in school, community, or virtual settings, as available

2.5 Youth Outreach Services

- Community-based outreach to youth who experience barriers to accessing services
- Relationship-building, engagement, and connection to supportive resources
- Prevention-focused and early-intervention activities
- Services provided in community, school, or other appropriate settings

2.6 Restorative Justice Services

- Restorative practices, mediation, and conflict resolution services
- Support for youth, families, and community partners following behavioral or disciplinary incidents
- Facilitation of restorative conversations and accountability processes

- Collaboration with schools, municipalities, and community stakeholders, as appropriate

Provider retains discretion over service delivery methods, staffing models, and scheduling to meet community needs. Services described in this Section are made available based on community need and capacity and do not constitute a guarantee of specific service volumes, sessions, or outcomes.

3. Eligible Participants

Services under this Agreement shall be available to residents of the City. Provider shall maintain appropriate eligibility and referral procedures consistent with organizational policies, funding requirements, and applicable law.

4. Term

This Agreement shall commence on January 1, 2026, and remain in effect through December 31, 2026, unless earlier terminated in accordance with this Agreement.

5. Compensation

5.1 Lump-Sum Payment

The City agrees to pay Provider a lump sum of \$17,670 for the Term of this Agreement.

5.2 Payment Schedule

Payment shall be due upon execution of this Agreement and receipt of an invoice. Payment is not contingent upon service utilization levels and shall be used to support the availability and delivery of services described herein.

6. Use of Funds

Funds may be used by Provider for, but are not limited to:

- Program staff salaries and benefits
- Clinical supervision and training
- Administrative and support functions

- Program supplies and materials
- Outreach, coordination, and reporting
- Technology, facilities, and operational costs

The City acknowledges that funds support both direct and indirect costs necessary to deliver services.

7. Reporting

Provider shall provide the City with a summary report at least annually (or at the conclusion of the Term), which may include:

- Number of individuals served (unduplicated, as feasible)
- General service categories provided
- Community impact highlights

Reports shall not include confidential or personally identifiable client information.

8. Confidentiality

Provider shall comply with all applicable federal and state confidentiality laws, including but not limited to HIPAA and applicable data privacy statutes. Client-identifying information shall not be shared with the City.

9. Independent Contractor

Provider is an independent contractor and not an employee or agent of the City. Provider is solely responsible for wages, benefits, taxes, and supervision of its personnel.

10. Insurance

Provider shall maintain insurance coverage customary for nonprofit human services organizations, including:

- General liability insurance
- Professional liability

- Workers' compensation (as required by law)

Proof of insurance shall be provided upon request.

11. Indemnification

To the fullest extent permitted by law, Provider agrees to indemnify and hold harmless the City, its officers, employees, and agents from claims arising from Provider's negligent acts or omissions in the performance of this Agreement.

12. Non-Discrimination

Provider shall not discriminate in the provision of services on the basis of race, color, religion, sex, national origin, age, disability, sexual orientation, gender identity, or any other protected class.

13. Termination

Either Party may terminate this Agreement with 30 days' written notice. In the event of termination, Provider shall retain payment for services rendered and costs incurred through the effective date of termination. Any prepaid amounts shall be refunded on a prorated basis, calculated according to the number of months the Agreement was in effect.

14. Amendment

This Agreement may be amended only by written agreement signed by authorized representatives of both Parties.

15. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

16. Entire Agreement

This Agreement constitutes the entire understanding between the Parties and supersedes all prior agreements or representations related to the subject matter herein.

17. Authorized Signatures

CITY OF _____

By: _____

Name: _____

Title: _____

Date: _____

LAKES CENTER

By: _____

Name: _____

Title: _____

Date: _____