

Buffalo Youth Lacrosse Board Meeting  
Sunday, 2016 January 17  
7:00pm at the Buffalo Civic Center  
Agenda/Minutes

Present: Jen Huebner, Chris Kalis, Joe Pedersen, Mark Peterson, April Swenson, Scott Stumpfl, Ann Moran, Michelle Erickson, Mark Weinhandl, Rick Nuss, Jo Tornell

**President's Report (Stumpfl)**

Parent Meeting Agenda

- Scott to lead intro
- All slides reviewed and updated
- Reminder to ALL parents that a CONDUCT form is signed as part of registration.

**V.President Report (Pedersen)**

**Secretary's Report (Huebner)**

Minutes

- December minutes emailed to Board
- Approved

**Treasurer's Report (Moran)**

Bank Balance: \$30,053.35

Outstanding Payables: \$500.00

CPA

- Marsha Newton
  - 5hrs of work @ \$75.00 per hour
  - Letter of Agreement handed out for review
  - Hard Copy filed with Minutes
  - Agreed by all Board Member to proceed

**Marketing Report (Swenson)**

Ads for Hockey Tourney

- Brochures for Cupid Classic-approved placement and cost

**Boys Report (Nuss)**

Numbers for BOX, SPRING, SUMMER-tied in with registration

## **Girls Report (Weindhandl)**

### Spring Tourney

- Orono-June 4th & 5th
- Scheduling meeting March
- Season Open-April

### Summer Tourney

- Lakeville

## **Scheduling Report (Erickson)**

## **Coaches Report ( )**

### Homegrown Clinic

- March 12th 8:30-11
- St Paul -Concordia College
- Fee covered for all

## **Volunteer Report (Tornell)**

## **Registration Report (Kalis)**

### Box

- U9-1
- U11-8
- U13-5
- U15-2

### Spring

- U9-6
- U11-11
- U13-17
- U15-14

- $\frac{3}{4}$ -1
- $\frac{5}{6}$ -5
- $\frac{7}{8}$ -8

### Summer

- U9-2
- U11-13
- U13-12
- U15-8

- $\frac{3}{4}$ -1

- 5/6-4
- 7/8-6

**Field/Equipment Coordinator (Peterson)**

Discretionary Fund

- \$100.00
- If more than \$100.00 must have BOARD APPROVAL

Jersey Costs

- Full uniform-\$75
- Shorts/bottoms only-\$30
- Jersey only-\$45

**New Business**

**Other Business**

Marcia Newton  
Contract and Consulting Services  
21005 Sunnyhill Lane  
Corcoran, MN 55340

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## Letter of Agreement

This Letter of Agreement between Marcia Newton (Contractor), and the Buffalo Youth Lacrosse Club (Client), effective January 6, 2016 outlines the contractual terms between the Parties.

- **Services:** Client has identified the need for certain accounting and financial management services for Buffalo Youth Lacrosse Club. Such work is defined in more detail in Scope of Work- Attachment A of this agreement. Contractor will provide Client with such Services under the direction of the Client's Treasurer.
- **Service Fees paid to Contractor by Client:** For the provision of Services, Client agrees to pay Contractor an hourly rate of \$75.00. Service Fees will reflect work product provided in person or via written, telephonic or electronic methods. Time will be billed in quarter-hour increments.
- **Travel:** Client shall reimburse Contractor for local travel time excluding mileage, parking or other expenses. Out of town travel will be considered "Additional Services".
- **Additional Services:** Client and contractor agree that Client may request from time to time services in addition to those reflected in the proposal. In the event that such services are determined to be necessary, contractor and Client will enter into appropriate amendments outlining the terms related to the provision of such additional services.
- **Billing:** Contractor will invoice Client monthly for services and approved expenses and provide detail of hours and services provided. Invoices will be sent by the 5<sup>th</sup> working day of each month and are due in 30 days.
- **Confidentiality:** The Parties agree to keep confidential all proprietary data gathered as part of this Agreement, and agree not to disclose such data to third parties without prior authorization from each other. Upon contract completion and at Client's request, Contractor will return to Client all original records collected necessary for the completion of this contract. In the event that the Services defined in Scope of Work – Attachment A, involve the disclosure of patient specific information as defined by the provisions of HIPAA, Contractor agrees to enter into appropriate Business Associate Agreements with Client.
- **Dispute Resolution:** The Parties agree to resolve any and all disputes arising from this Agreement by mandatory, binding arbitration in the state of Minnesota; and in accordance with Minnesota law and the Commercial Arbitration Rules of the American Arbitration Association. The Parties will abide by and perform any award rendered by the arbitrator(s) and a judgment of the court having jurisdiction in accordance with this

Agreement may be entered on the award. With respect to damages awarded in an arbitration, the arbitrator(s) may award reasonable compensatory damages and may not award punitive damages, liquidated damages, any multiple of compensatory damages, or any other award in excess of compensatory damages. Client further agrees that any lawsuit or administrative proceeding to enforce this Agreement, other than the procedures described above, will be heard in a Minnesota court and under the laws of the State of Minnesota. This term will survive the termination/expiration of this Agreement.

- **Termination:** Either Party may terminate this Agreement for any reason with 30 days advance written notice to the other party. All fees as described above shall be due in full through the notice period.
- **Independent Contractor:** Contractor will at all times hereunder serve as an independent contractor to Client. Nothing in this Agreement shall be construed to make contractor or any of its officers, agents or employees, a joint venture or employee of Client for any purpose whatsoever; including without limitation, participation in any benefits or privileges extended by Client to its employees. As such, Contractor will be solely responsible for payment of all self-employment and/or applicable federal income and state income taxes on all amounts paid to Contractor by Client. Contractor will also be solely responsible for the withholding of applicable income taxes, amounts due under the Federal Unemployment Tax Act, the Social Security Act, the Workers' Compensation, and any other applicable tax laws or regulations its related to payments made to Contractors officers, agents or employees. Contractor will also maintain appropriate professional liability insurance.
- **Modification:** This Agreement may be modified only in written form by mutual consent of the Parties.
- **Authority:** The undersigned acknowledges that s/he has the authority to bind the organization to this Agreement.

Contractor and Client hereby agree to the parameters outlined above.

Client:  
Buffalo Youth Lacrosse Club  
PO Box 224  
Buffalo, MN 55313-0224

Contractor:  
Marcia Newton  
21005 Sunnyside Lane  
Corcoran, MN 55340

By: \_\_\_\_\_  
Ann Moran  
Its: Treasurer

By: \_\_\_\_\_  
Marcia Newton

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Attachment A**  
**Buffalo Youth Lacrosse Club**  
**Scope of Work and Deliverables**

Client requests assistance in establishing an accounting system for ongoing operations and retroactive financial statements as needed to procure 501c3 status.

The time needed to complete this task is not known therefore Contractor will provide Client with written updates after the completion of 5 billable hours or earlier if necessary.

**General Scope of Work:**

Prepare bank reconciliations in accordance with Generally Accepted Accounting Principals (GAAP).

Prepare monthly financial statements including an income statement and balance sheet for the time periods necessary to procure 501c3 status.

Budgeting, financial forecasting and specialty reporting as requested