



*"Together We Achieve"*

**Lakes Country Service Cooperative**  
**1001 E. Mt. Faith**  
**Fergus Falls, MN 56537**  
*Jeremy Kovash, Executive Director*

**Services Agreement**

This "Agreement" is entered into the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ ("Effective Date") between Lakes Country Service Cooperative, a public corporation ("LCSC"), and Pelican Rapids Public School District #548 centrally located in Pelican Rapids, Minnesota, ("School").

For good and valuable consideration, the parties agree as follows:

1. **Service.** The School agrees to purchase from LCSC, and LCSC agrees to perform on behalf of the School, the following "Service":  
Perform consultative services, on-site and off-site, to support the School's Food Service program.  
Services to include training of staff, menu review, and creation of training materials for the new food service director.
2. **LCSC's Responsibilities:**  
In furtherance of performing the Services, and in addition to any other obligations described herein, LCSC shall:  
Assign Dana Rieth, LD, RD, SNS to provide the Services over the course of up to 4 days to include report writing and prep time.
3. **School's Responsibilities:**  
The School will provide office related functions including print, copy, and fax capability to the LCSC Service provider as needed to complete his/her work. The School agrees to make its employees available as needed by LCSC to provide the Service.
4. **Payment.** The School agrees to pay LCSC for the Services as follows:
  - a. \$500.00/day, inclusive of expenses
5. **Term.** The Service under this Agreement will begin at an agreed upon date by both parties.
6. **Law Governing.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. All proceedings related to this Agreement shall be venued in the State of Minnesota, County of Otter Tail.
7. **Insurance.** LCSC agrees to hold and maintain general liability insurance and errors and omissions insurance specific to the duties of its employees providing the Service. The School agrees to maintain general liability insurance and insurance necessary to cover claims related to the Service. Nothing in this Agreement shall constitute a waiver by either party of any statutory limitations, exclusions, or exceptions on liability.
8. **Risk Management Arrangements.** It is recognized that LCSC is a cooperative of which School is a member, and which is providing the Service as a function which otherwise would be provided by School employees. The parties recognize that LCSC's liability for claims relating to the Service should be limited to any available

insurance coverage and in any event to an amount not exceeding certain Service payments made, within the limits in this Section. The following arrangements are in furtherance of the foregoing:

a. Indemnity. The School agrees to indemnify and hold LCSC and its employees, agents or representatives harmless from all claims, demands, or liability, including attorney’s fees, and related expenses, which arise out of or are in any manner connected with the Service, this Agreement, or the School’s operations,

b. Standard of Performance; Disclaimer. LCSC makes no warranties, representations, or guarantees expressed or implied, regarding the service or performance hereunder, and all such are hereby disclaimed by LCSC and waived by School, including but not limited to any implied warranties of merchantability and fitness for a particular purpose. The service will be provided and accepted on an "as is" "where is" basis, without recourse against LCSC.

c. Limitation of Liability. In no event shall LCSC ever be liable to the School or any third party, directly or indirectly, for any sum greater than the total amount of fees for service actually paid to and received by LCSC in the six (6) month period immediately preceding any determination of liability. All other provisions of law, equity, or this agreement or any other document notwithstanding, this and any available insurance is the exclusive remedy available to district, and is in lieu of all other remedies available at law, in equity or otherwise. The foregoing does not, and shall not be construed or deemed to, create any circumstance, express or implied, under which LCSC may be liable to the School, and shall not subvert the indemnity, release and other clauses in this Agreement for the benefit of LCSC.

The provisions of this Section i) shall apply regardless of whether matters are based on breach of warranty, breach of contract, negligence, strict liability, tort, or any other legal theory, ii) shall apply to all matters, whether claimed by or through the School or by or through third parties, including any students, employees, and governmental or regulatory agencies, and iii) shall survive the termination of the Agreement.

- 9. No Waiver. Nothing herein shall be construed to waive or limit any immunity from, or limitation on, liability available to either party, whether set forth in Minnesota Statutes Chapter 466 (Tort Liability, Political Subdivisions) or otherwise.
- 10. Modification. This writing contains the entire agreement between the parties and no alterations, variations, modifications, or waivers of the provisions of this agreement are valid unless reduced to writing, signed by both LCSC and the School, and attached hereto.
- 11. Severability. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or otherwise unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement.

IN WITNESS WHEREOF, Parties hereto have executed this agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

LCSC MEMBER SCHOOL DISTRICT

LAKES COUNTRY SERVICE COOPERATIVE

By: \_\_\_\_\_  
Authorized School Official

By: \_\_\_\_\_  
Executive Director

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

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