



"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 1st day of July, 2015 ("Effective Date") between Lakes Country Service Cooperative, a public corporation ("LCSC"), and Pelican Rapids School District, ISD #549 centrally located in Pelican Rapids, Minnesota.

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":

Lakes Country Service Cooperative agrees to provide Technology Integration Specialist services as described herein. In consideration for services under the terms of this contract, the purchasing district shall pay Lakes Country Service Cooperative the sum of \$31,256 annually.

2. **LCSC's Responsibilities:**

In furtherance of performing the Services, and in addition to any other obligations described herein, LCSC shall:

Authorize and direct the Tech Integration Specialist to provide the Services to the School;

Lakes Country Service Cooperative will provide technology training and support to teachers, administrators, students and staff as end users of technology hardware and software.

Lakes Country Service Cooperative will assume expenses related to the delivery of this service to include transportation, benefits and liabilities of staff, training and development of staff performing services.

3. **School's Responsibilities:**

Pelican Rapids School District agrees to provide all specialized hardware, software and equipment required by the integrationist to develop technology integration curriculum for the district staff and an office or related work space with office-related functions including copy and fax capability.

4. **Payment.** The School agrees to pay LCSC for the Services as follows:

In consideration for services under the terms of this contract, the purchasing district shall pay Lakes Country Service Cooperative the sum of \$31,256 annually.

5. **Term.** The Service under this Agreement will begin July 1, 2015 and continue through June 30, 2016. Either party may terminate this Agreement early, effective as of the end of the School's fiscal year, upon not less than 60-days notice given in writing prior to the end of a fiscal year.

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 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 1st day of July, 2015

LCSC MEMBER SCHOOL DISTRICT

LAKES COUNTRY SERVICE COOPERATIVE

By: _____
Authorized School Official

By: _____
Executive Director

Date: _____

Date: _____