



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

Services Agreement

This "Agreement" is entered into the 15th day of August, 2019 ("Effective Date") between Lakes Country Service Cooperative, a public corporation ("LCSC"), and Pelican Rapids School District, ISD #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":

Through a designated provider, LCSC will provide New Superintendent Mentorship services.

2. **LCSC's Responsibilities:**

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

Provide the Services to the School;

Assign a K-12 Superintendent consultant to provide advice and counsel on an as requested basis to the Pelican Rapids Superintendent for up to 10 days for the 2019-2020 school year. The service will be provided by a combination of in-person meetings, phones calls, conference calls, or electronic communications.

3. **School's Responsibilities:**

The School will provide Superintendent time during normal working hours and private meeting space as needed.

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

A lump sum of \$5,000.00. LCSC will invoice the district.

5. **Term.** The Service under this Agreement will begin **September 1, 2019** and continue through **June 30, 2020**. Either party may terminate this Agreement early, effective as of the end of the School's fiscal year, upon not less than 30-days notice given in writing.

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 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 _____, 2019.

LCSC MEMBER SCHOOL DISTRICT

LAKES COUNTRY SERVICE COOPERATIVE

By: _____
Authorized School Official

By: _____
Executive Director

Date: _____

Date: _____