



Lakes Country Service Cooperative
1001 E. Mt. Faith
Fergus Falls, MN 56537
Jeremy Kovash, Executive Director
Together We Achieve
Services Agreement

This Agreement is entered into the _____ day of _____, 2018 (Effective Date) between Lakes Country Service Cooperative, a public corporation (LCSC), and Pelican Rapids Public Schools, 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 one or more designated LCSC providers, perform technology services to support the School's technology systems, as further described in Exhibit A to this Agreement.
2. **LCSC's Responsibilities:**
In furtherance of performing the Services, and in addition to any other obligations described herein, LCSC shall: Lakes Country Service Cooperative will provide technology staff and services to the Pelican Rapids Public Schools with the purpose of carrying out the Board and Administration vision and mission of reliable, well-functioning and effective educational technology services in the district. LCSC will work closely with Administration to ensure the timely and appropriate delivery of services.
3. **School's Responsibilities:**
The School will provide on-site work space, internet access, and 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 and assign a main contact person for LCSC staff, and to house and maintain according to Exhibit A technology services documentation.
4. **Payment.** The School agrees to pay LCSC for the Services as follows:
 - a. In FY19, \$75,600.00

Fees for Services provided by LCSC in addition to those falling within the scope of the Service shall be paid according to LCSC standard fees. Fees not covered by this Agreement will be billed separately. LCSC will obtain prior approval from the School before initiating additional billable services.
5. **Term.** The Service under this Agreement will begin July 1, 2018 and continue through June 30, 2019. The School must notify Lakes Country Service Cooperative in writing of its intent to withdraw from the services contract by February 15th of the preceding 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 located 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: _____
Randi Anderson, Superintendent

By: _____
Jeremy Kovash, Executive Director

Date: _____

Date: _____

Exhibit A

BENEFITS OF LCSC SHARED SERVICES:

- Technology staffs are supported by a network of technology specialists.
- Technology services focused on education.
- LCSC shares the mission and vision of its members.
- Identify approaches that leverage our resources and provide economies of scale.

SUMMARY OF TECHNOLOGY SERVICES

- Leadership to oversee design, analysis, and performance of the districts LAN/WAN infrastructure and all associated hardware and software
- Oversight and maintenance of servers, email, active directory, antivirus and backup functions, to include remote monitoring of systems
- Annual planning and budgeting assistance to administration for technology infrastructure, staffing, and services
- Provision of documentation and reports on all technology functions in the district including preparation of school board technology reports as requested.
- Participation in planning for project workflow, staff communication
- Direct support to end users to include the implementation and staffing of a district helpdesk system
- Other duties as agreed upon by LCSC and District

Roles & Responsibilities

Pelican Rapids School District and LCSC will work together to provide a Technology Department that will function as a team responsible for the service and support of all technology within the school district. As a team we must all know our roles and responsibilities and how we can work together to provide the best possible service to district staff. Together we share the goal of shaping the education and future of the students within our district.

Lakes Country Service Cooperative agrees to provide the following personnel and services:

Information Technology Specialist– Viking Elementary School (210 days)

- Responsible for daily support of computers.
- Administer mobile device management suite for students, faculty, and staff.
- Administer servers on premises and offsite, i.e. Google suite and Office 365.
- Review helpdesk tickets daily.
- Attend weekly technology meetings.
- Responsible for daily support of printers.
- Order and maintain printer toner inventory.
- Responsible for daily support of projectors & Promethean Boards.
- Responsible for daily support of computers.
- Create and maintain computer images.
- Ordering and maintaining computer software licenses.
- Inventory for computers, monitors, printers, projects and other miscellaneous equipment.
- Backup support for other positions as needed.