



Lakes Country Service Cooperative

1001 E. Mt. Faith

Fergus Falls, MN 56537

Jeremy Kovash, Executive Director

Services Agreement

This agreement, made and entered into this _____ day of _____, 2019 by and between Lakes Country Service Cooperative, a public corporation ("LCSC"), and Verndale School District, ISD #818 centrally located in Verndale, Minnesota, ("school"), witnesseth:

In consideration of the mutual promises and agreements hereinafter set forth the parties do hereby agree as follows:

1. **Service.** The school agrees to purchase from LCSC, and LCSC agrees to provide the school, the following service:

Business Management services in support of the school district's business management, as described in the attachment to this agreement.

2. **LCSC's Responsibilities:**

In addition to any other obligations described herein, LCSC shall:

Authorize and direct the Business Management Program to provide the services described herein to the school;

Assign one School Business Manager to provide services over the course of 1 visit per week or as agreed upon in consultation with the Superintendent.

3. **School's Responsibilities:**

The school district 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 employees available as needed and assign a main contact person for LCSC staff, and to house and maintain according business office documentation.

4. **Payment.** That the school desires to obtain and agrees to pay for Business Management:

That LCSC shall furnish the Business Management Services at a cost of \$33,500.00 in FY20.

5. **Term.** This contract begins July 1, 2019 and runs through June 30, 2020. The school must notify Lakes Country Service Cooperative in writing of its intent to withdraw from the services contract by February 1st of the preceding fiscal year.
6. **Minnesota Law Governs.** This contract shall be governed by and construed in accordance with the internal laws of the State of Minnesota. All proceedings related to this contract shall be venued in the State of Minnesota.
7. **Insurance.** LCSC agrees to hold and maintain general liability insurance and errors and omissions insurance specific to the duties of employees providing the services described in this agreement.

8. Indemnification. The school agrees to indemnify and hold LCSC and their 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 school's operations or which are incurred as a result of the reliance of LCSC upon information supplied by the school, or which arise out of the failure of the School to perform its obligations under this 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 contract shall be deemed severable. If any part of this contract is rendered void, invalid, or otherwise unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this contract.

IN WITNESS WHEREOF, Parties hereto have executed this agreement this _____ day of _____, 2019.

VERDALE PUBLIC SCHOOL
 By: Paul Rulow
 Authorized School Official

Date: 6/10/19

LAKES COUNTRY SERVICE COOPERATIVE
 By: [Signature]
 Executive Director

Date: 6/25/19