



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

Services Agreement

This "Agreement" is entered the 1st day of July, 2026 ("Effective Date") between Lakes Country Service Cooperative, a public corporation ("LCSC"), and Up North Learning Center ("Client").

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

1. Service. The Client agrees to purchase from LCSC, and LCSC agrees to perform on behalf of the Client, the following "Service": Through one or more designated LCSC technicians, perform technology services to support the Client's Technology department.
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 IT Department to provide the Services to the Client. Assign one or more technology system administrators to provide the remote Services averaging up to 2 hours per week annually.

Essential Infrastructure Administration Functions:

- Administer (maintain in working order and administer scheduled updates) the Internet service, firewall, content filter, network infrastructure (wired and wireless), servers, and standard services such as printing and file storage.
- Essential security and privacy oversight of system processes and stored data.
- Provide specifications for new or replacement technology hardware and software.
- Maintain service renewal contracts and software licenses as they relate to the above functions.
- Annually provide technology infrastructure recommendations for planning purposes.
- Provide annual reports of service provided to the Client.

Communication and Response Time

- Response to tickets, emails, and voicemails will be made no later than one (1) workday.
- Maintain a variety of methods to reach LCSC Technology staff, including our internal ticketing system, LCSC email, and LCSC phone numbers.

Services outside the scope of work described in this contract, which may incur additional costs, include:

- After hours emergency responses.
- Design and installation of new or replacement hardware, wiring, or major software installation including additions to existing systems.
- Data backup and restoration
- Troubleshooting and repair as a result of power interruptions or successful cybersecurity breaches.
- Enhanced cybersecurity services, e.g.:
 - Employee security awareness training
 - Vulnerability assessments
 - System hardening
- Technology training beyond basic instruction.
- Installation and maintenance of specific technology or software not listed above.
- Hours worked greater than the amount stated in this contract.
- Work on non-member equipment or networks.
- Onsite visits – mileage will be billed at the current IRS rate.

3. Client's Responsibilities:

The Client will provide on-site workspace, and agree to provide all related hardware, software, and equipment of

sufficient quality required for the LCSC Service provider as needed to complete his/her work. The Client will provide access to hardware, software, equipment, and facilities for the LCSC employees. The Client agrees to make its employees available as needed by LCSC to provide the Service and assign a main contact person for LCSC staff and involve the LCSC staff in the technology budget process for infrastructure, end-user equipment and software.

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

- \$8,840.00 for FY27 paid in twelve equal monthly payments.

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 Client before initiating additional billable services.

5. Term. The Service under this Agreement will begin July 1, 2026, and continue through June 30, 2027. Either party may terminate this Agreement early, effective as of the end of the Client's fiscal year, upon not less than 90-day 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 errors and omissions insurance specific to the duties of its employees providing the Service. The Client 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. Non-solicitation. While this Agreement is in effect, and for a period of one year following the termination of this Agreement, the Member agrees that it will not solicit or in any manner encourage or induce (a) any employee who is or has provided a direct service to a member of LCSC to leave LCSC's employ; (b) any LCSC or other independent contractor of LCSC who has provided a direct service to change or terminate any relationship with LCSC or (c) induce or attempt to induce any client of LCSC to change its relationship with LCSC. Should solicitation of an LCSC employee occur in the time period stipulated in this Agreement, the Member will reimburse the Cooperative for thirty percent (30 %) of the employee or employees' salary and benefits.
9. Risk Management Arrangements. It is recognized that LCSC is a cooperative of which Client is a member, and which is providing the Service as a function which otherwise would be provided by Client 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 Client 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 Client'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 Client, 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 Client 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 Client, 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 Client or by or through third parties, including any students, employees, and governmental or regulatory agencies, and iii) shall survive the termination of the Agreement.

10. 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.
11. 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 Client, and attached hereto.
12. 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, 2026.

LCSC MEMBER

LAKES COUNTRY SERVICE COOPERATIVE

By: _____
Authorized Member Official

By: _____
Executive Director

Date: _____

Date: _____