

Tech Services Agreement

This Tech Services Agreement is made and entered into as of 21 January 2025 by and between:

Client: ISD 316

AND

Service Provider: ISD 317

Recitals:

WHEREAS, the Client desires to retain the Service Provider to provide technical services on a one-day-a-week basis; and

WHEREAS, the Service Provider agrees to provide such services at the Service Provider's daily rate of pay as outlined in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Scope of Services

The Service Provider agrees to provide the following technical services to the Client:

- IT support, network maintenance, software development, etc.

2. Schedule of Services

The Service Provider shall provide the agreed-upon services. Check in on Tuesdays, be on site Fridays and provide remote support.

3. Compensation

- The Client agrees to pay the Service Provider at the rate of \$33.88 per hour.
- Payment shall be made within 30 days of receipt of an invoice from the Service Provider.

4. Term and Termination

- This Agreement shall commence on 21 January 2025 and shall continue until terminated by either party upon written notice.
- Either party may terminate this Agreement immediately for cause, including but not limited to breach of any terms herein.

5. Independent Contractor Relationship

The Service Provider shall perform all services under this Agreement as an independent contractor. Nothing in this Agreement shall be construed to create a partnership, joint venture, or employer-employee relationship between the parties.

6. Confidentiality

The Service Provider agrees to maintain the confidentiality of any proprietary or sensitive information disclosed by the Client during the term of this Agreement.

7. Liability and Indemnification

- The Service Provider shall not be held liable for any indirect, incidental, or consequential damages arising out of this Agreement.
- The Client agrees to indemnify and hold harmless the Service Provider against any claims, damages, or expenses resulting from the services provided under this Agreement.

8. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

9. Entire Agreement

This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements, representations, or understandings, whether written or oral.

10. Amendments

Any amendments to this Agreement must be made in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

ISD 316
Client

Date: _____

ISD 317
Service Provider

Date: _____

