

AGREEMENT FOR SERVICES

This AGREEMENT FOR SERVICES (this “Agreement”) is made and entered into this 28th day of March, 2023 (the “Effective Date”), by and between COOPERATIVE EDUCATIONAL SERVICE AGENCY1 (“CESA1”), and Powell County Schools (“Service Recipient”). In consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CESA1 and Service Recipient (hereinafter, collectively, the “parties”, or each, individually, a “party”) agree as follows:

1. Services. CESA1 shall provide to Service Recipient the services as described in more detail in one or more Statements of Work (the “Services”). The initial accepted Statement of Work is attached hereto as an exhibit. Additional Statements of Work shall be deemed issued and accepted only if signed by an authorized representative of CESA1 and Service Recipient, respectively.
2. CESA1’s Obligations. CESA1 shall: (a) designate one or more employees who CESA1 determines, in its sole discretion, to be capable of serving as a primary contact with respect to all matters pertaining to this Agreement; and (b) provide a number of employees that CESA1, in its sole discretion, deems sufficient to perform the Services set out in each Statement of Work.
3. Service Recipient’s Obligations. Service Recipient shall: (a) designate one or more of its employees to serve as its primary contact with respect to all matters pertaining to this Agreement; (b) require its personnel and/or agents to respond promptly to any reasonable requests from CESA1 for instructions, information or approvals required by CESA1 to provide the Services; (c) provide such information as CESA1 may reasonably request in order to carry out the Services, in a timely manner, and ensure that it is complete and accurate in all material respects; and (d) cooperate with CESA1 in its performance of the Services and provide access to Service Recipient’s premises, employees, contractors, and equipment as required to enable CESA1 to provide the Services.
4. Fees. In consideration for the Services provided by CESA1 and the rights granted to Service Recipient hereunder, Service Recipient shall pay the fees, costs, and/or expenses set out in the applicable Statement of Work. Unless otherwise provided in the applicable Statement of Work, said fees, costs, and/or expenses shall be paid by Service Recipient within thirty (30) days of receipt by the Service Recipient of an invoice from CESA1. In addition to all other remedies available under this Agreement or at law (which CESA1 does not waive by the exercise of any rights hereunder), CESA1 shall be entitled to suspend the provision of any Services if Service Recipient fails to pay any fees, costs, and/or expenses when due hereunder or in accordance with any applicable Statement of Work and such failure continues for thirty (30) days following written notice thereof. Service Recipient’s obligation to pay CESA1 in accordance with this Section 4 shall survive termination of this Agreement.
5. Term and Termination. This Agreement shall commence as of the Effective Date and shall continue thereafter until the completion of the Services under all Statements of Work (the “Term”), unless terminated earlier pursuant to the terms of this Agreement. Either Party may terminate this Agreement, effective upon written notice to the other Party (the “Defaulting Party”), if the Defaulting Party: (a) materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach. Notwithstanding anything herein to the contrary, this Agreement may be terminated by CESA1 before the end of the Term upon written notice to Service Recipient if Service Recipient fails to pay any amount when due hereunder or any applicable Statement

of Work and such failure continues for thirty (30) days after Service Recipient's receipt of written notice of nonpayment. In the event this Agreement is terminated for any reason prior to the end of the Term, Service Recipient shall pay, in accordance with Section 4 above, CESA1 for the Services performed, including any costs and/or expenses permitted by the applicable Statement of Work, through the termination date.

6. Intellectual Property. All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "Intellectual Property Rights") in and to all documents, work product and other materials that are delivered to Service Recipient under this Agreement or prepared by or on behalf of CESA1 in the course of performing the Services (collectively, the "Deliverables") shall be owned by CESA1. CESA1 hereby grants Service Recipient a license to use all Intellectual Property Rights in the Deliverables free of additional charge and on a non-exclusive, non-transferable, non-sublicensable, fully paid-up, royalty-free and perpetual basis to the extent necessary to enable Service Recipient to make reasonable use of the Deliverables and the Services.
7. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
8. Indemnification. Service Recipient shall defend, indemnify, and hold CESA1 harmless from any and all expenses, costs, charges, allegations, damages, claims, suits, losses, fines, penalties, liabilities or expenses (including attorney fees) of every kind whatsoever resulting from Service Recipient's breach of this Agreement and/or for property damage, bodily injury, or death resulting from Service Recipient's, or its employees, agents, or representatives, acts or omissions.
9. Insurance. During the term of this Agreement, Service Recipient shall, at its own expense, maintain and carry insurance with financially sound and reputable insurers, in full force and effect, that includes, at a minimum general liability coverage, as well as worker's compensation insurance in at least the minimum amount required by law. Upon CESA1's written request, Service Recipient shall provide CESA1 with a certificate of insurance from Service Recipient's insurer evidencing the insurance specified in this Agreement. Service Recipient shall provide Customer with thirty (30) days' advance written notice in the event of a cancellation or material change in Service Recipient's insurance policy.
10. Limitation of Liability. IN NO EVENT SHALL CESA1 BE LIABLE TO SERVICE RECIPIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, PROFIT, OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT CESA1 HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
11. Assignment. Service Recipient shall not assign, transfer, delegate or subcontract any of its rights or

delegate any of its obligations under this Agreement without the prior written consent of CESA1. Any purported assignment or delegation in violation of this Section 11 shall be null and void. No assignment or delegation shall relieve Service Recipient of any of its obligations under this Agreement.

12. Force Majeure. Neither party shall be liable or responsible to the other, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of the party which failed to perform and/or whose performance was delayed including, without limitation, acts of God, flood, fire, earthquake, explosion, war, invasion or hostilities, terrorist threats or acts, riot, or other civil unrest, national emergency, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or telecommunication breakdown or power outage. Dates and times of performance shall be extended to the extent of the failure to perform and/or delay excused by this Section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of the delay.
13. Governing Law. This Agreement shall be construed, governed, and interpreted in accordance with the laws of the State of Wisconsin without giving effect to any conflicts of law provisions.
14. Forum/Venue. Each party irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind whatsoever against the other party in any way arising from or relating to this Agreement, including all exhibits, schedules, attachments and appendices attached to this Agreement, in any forum other than Circuit Court for Waukesha County, Wisconsin, or, if such court does not have subject matter jurisdiction, the United States District Court for the Eastern District of Wisconsin, these courts being the sole, exclusive, and mandatory venue and jurisdiction for any disputes between the parties arising from or relating to this Agreement. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in Circuit Court for Waukesha County, Wisconsin, or, if such court does not have subject matter jurisdiction, the United States District Court for the Eastern District of Wisconsin.
15. Notice. Any notice to be given hereunder shall be deemed sufficient if addressed in writing, and delivered by registered or certified mail or delivered personally, to the receiving party's principal business office, or to such other address as each party may designate in writing to the other.
16. Amendment. No amendment to or modification of this Agreement or any Statement of Work is effective unless it is in writing, identified as an amendment to or modification of this Agreement or the applicable Statement of Work and signed by an authorized representative of each party.
17. Waiver. No waiver by any party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the party so waiving. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
18. Counterparts. The parties agree that this Agreement may be executed in one or more counterparts, each

of which shall be deemed an original but all of which together shall constitute one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

- 19. Severability. The parties understand and agree that the provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions or clauses shall not affect the validity or enforceability of the other provisions or clauses hereof.
- 20. Complete Agreement. This Agreement, together with any exhibits hereto, represents the full and final agreement between the parties, superseding any oral, written or other agreement between the parties concerning the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date by their respective duly authorized officers.

CESA1

SERVICE RECIPIENT

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____