## CONTRACTED SERVICES AGREEMENT

This agreement made and entered into by and between the Foundation for Lincoln Public Schools, hereinafter referred to as "Foundation" and Lincoln Public Schools, hereinafter referred to as "LPS" is made and entered into this 1st day of November, 2024.

- 1. <u>Term and Renewal</u>. The term of this Agreement will be for a period of one (1) year commencing on September 1, 2024 and continuing through August 31, 2025. This Agreement may be renewed for additional one (1) year periods upon mutual written agreement of the parties hereto.
- 2. <u>Termination</u>. This Agreement may be terminated without cause by either party upon sixty (60) days' written notice to the other party. In the event of such termination, Foundation shall remit payment to LPS for all services actually provided up to the time of the termination.
- 3. <u>Services and Payments</u>. The parties agree that during the term of this agreement LPS shall provide to Foundation computing services. Foundation agrees to pay LPS \$1,500 per year for such services. These services do not include the purchase of any type of equipment, hardware or software.

In addition, LPS will provide Foundation with postage, graphics, and long-distance services. Foundation will reimburse LPS for any of these services used on a monthly basis based on LPS' costs incurred.

LPS will invoice Foundation monthly for services rendered. The parties agree that Foundation shall make all such payments within 30-days of billing by LPS.

- 4. <u>Hold Harmless</u>. Foundation shall save and hold harmless LPS from and for any and all injury or damage occurring as a result of any service rendered under the terms and conditions of this Agreement.
- 5. This agreement may be modified only pursuant to a specific written document referring to this contract signed by both of the parties hereto.
- 6. This agreement shall be binding upon the parties hereto, their heirs, administrators, successors and assigns.

SCHOOLS
BY: John Meal
Authorized Official
LINCOLN PUBLIC SCHOOLS
BY: Authorized Official