

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("Agreement") is made and entered into as of April , 2023 by and between Journeys Development Disability Agency, with its principal place of business at 1497 Curlew Drive, Twin Falls, ID 83301, ("Service Provider") and Kimberly School District, with its principal place of business at [141 Center Street West, Kimberly ID 83341 ("Client").

### RECITALS:

- A. The Service Provider provides certain services (the "Services") to clients.
- B. The Client desires to engage the Service Provider to provide certain Services, and the Service Provider is willing to provide such Services to the Client, all upon the terms and conditions set forth herein.

### AGREEMENT:

In consideration of the foregoing recitals and the mutual covenants and agreements contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### SERVICES:

The Service Provider shall provide the following Services to the Client:  
Behavioral Intervention Services during school hours

### TERM:

The term of this Agreement shall commence on April , 2023 and shall continue until terminated by either party upon thirty (30) days' prior written notice to the other party.

### FEES:

The Client shall pay the Service Provider the fees set forth in Exhibit A attached hereto for the Services provided by the Service Provider. Payment shall be made within 30 days of the date of each invoice.

### CONFIDENTIALITY:

The parties acknowledge and agree that, in connection with the performance of this Agreement, each party may have access to or be exposed to confidential and proprietary information of the other party. The parties agree to hold such confidential and proprietary information in strict confidence and not to use or disclose such information except as necessary to perform their respective obligations under this Agreement or as required by law.

### WARRANTIES:

The Service Provider warrants that the Services provided hereunder shall be performed in a professional and workmanlike manner in accordance with generally accepted industry standards.

### LIMITATION OF LIABILITY:

In no event shall either party be liable to the other for any special, incidental, or consequential damages arising out of or in connection with this Agreement, whether such damages were foreseeable or whether the party was advised of the possibility of such damages.

### GOVERNING LAW:

This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho, without regard to conflicts of law principles.

**ENTIRE AGREEMENT:**

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

**AMENDMENT:**

This Agreement may not be amended except in writing signed by both parties.

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

Journeys Development Disability Agency

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Kimberly School District

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_