

**INTERLOCAL AGREEMENT FOR RENEWING SERVICES
FISCAL YEAR 2025-2026**



**EDUCATIONAL SERVICE DISTRICT NO 112
2500 NE 65th Avenue
Vancouver WA 98661-6812**

Parties to the Agreement:

Educational Service District No. 112, hereinafter referred to as “ESD112”, and Northwest Educational Service District No. 189, 1601 R Avenue, Anacortes WA 98221 hereinafter referred to as the “District”.

IN WITNESS WHEREOF, the District and ESD112 (the Parties) have executed this Agreement on the date and year indicated below. Signed versions of this Agreement transmitted by facsimile copy or electronic mail shall be the equivalent of original signatures on original versions.

NORTHWEST EDUCATIONAL SERVICE DISTRICT NO 189

AUTHORIZED SIGNATURE: 
Ismael Vivanco (May 30, 2025 16:31 PDT)

DATE:

EDUCATIONAL SERVICE DISTRICT NO 112

AUTHORIZED SIGNATURE: 
Tim Merlino (May 30, 2025 16:57 PDT)

DATE: **05/30/2025**

Summary Statement-Agreement Purpose

LASERFICHE SHARED HOSTING AND CONSULTING SERVICES

To provide Laserfiche application shared hosting environment and/or consulting (training, development, and support) services.

Agreement Number: 26044-278

Financial Terms: Payments shall not exceed \$46,350.00, which includes base fees for hosting and licensing and estimated consulting and storage. Storage fees to be determined in May 2026. Consulting services shall be agreed upon on an hourly or project basis.

Agreement Period

Initial Term Start: June 1, 2025
Initial Term End Date: August 31, 2026
Nonrenewal Notification: May 1, 2026

Invoice Schedule: Quarterly installments: \$7,250.00 June 2025, September 2025, December 2025, March 2026 and June 2026. Storage fees to be billed June 2026. Consulting fees invoiced monthly.

Attachments: This Agreement consists of this summary signature page and the following exhibits, which constitute the entire understanding of the Parties.

Exhibit A: Terms for Services Provided

Exhibit B: General Terms & Conditions

Exhibit C: Laserfiche Shared Hosting Environment Terms & Conditions

Exhibit D: Environment Matrix

Exhibit E: Pricing & Order Form

ESD112 INFORMATION

REV ACCT NO:	6420 81 0350
DEPT APPROVAL	MJ
BUDGET APPROVAL	GH
BUS SVC APPROVAL	TW

**IF OPTING OUT OF ELECTRONIC
SIGNATURE:**

Send scanned copy of Agreement with
executed signature by email to:
districtcontracts@esd112.org

EXHIBIT A
TERMS FOR SERVICES PROVIDED

1. Purpose.

- 1.1** ESD112 and the District are entering into this Agreement for the purpose of providing Laserfiche shared application hosting environment and consulting services, which aims to create a cost-effective ECM solution for K-12 institutions by creating a shared hosting environment in the Laserfiche licensing model for all clients to use and consulting services with experts that understand K-12.
- 1.2** The provision of educational, instructional or specialized services in accordance with this Agreement are intended to improve student learning or achievement.

2. Term.

- 2.1 Initial Term.** The Initial Term for the Agreement shall be from June 1, 2025, to August 31, 2026.
- 2.2 Renewal Term.** This Agreement shall automatically be renewed for an additional one-year term (the Renewal Term) unless either party to the Agreement notifies the other party in writing prior to May 1st that it is not renewing the Agreement. The party that fails to provide written notice before May 1st shall be required to pay damages in accordance with Section 4 of Exhibit B. Changes to services ESD112 is obligated to provide or fees the District is obligated to pay shall be addressed as amendments (Exhibit B, Section 3) to this Agreement.

3. Finance, Budget and Property.

- 3.1 Agreement Amount.** The District shall pay ESD112 an amount not to exceed \$46,350.00 or services provided under this Agreement as described in Section 1.1 above and Section 4 below
- 3.2 Invoicing.** ESD112 shall invoice District \$7,250.00 quarterly. Storage to be invoiced in June 2026. Consulting services to be invoiced monthly. Invoices shall be paid within thirty (30) days of receipt.
- 3.3 Budget.** A separate budget for services under this Agreement is not necessary and therefore is not being prepared. Expenses and revenues shall be addressed in the District's and ESD112's budget.
- 3.4 Property.** All personal property and assets acquired or received in connection with the obligations under this Agreement, including but not limited to equipment, materials, supplies and funds, shall be owned and retained by ESD112, both during the term of this Agreement and after the Agreement is terminated, partially or completely. Real property shall not be acquired.

4. Scope of Services and Parties' Obligations. The Parties agree to fulfill the following obligations for delivery of services under this Agreement:

- 4.1 Responsibilities of ESD112.** ESD112 shall:
 - 4.1.1** Agree to provide District with managed Laserfiche application hosting services including Laserfiche repository, forms, web portal, and workflow as completed in Exhibit C.

- 4.1.2 Provide full featured Laserfiche named seat licenses and educational forms licenses as completed in Exhibit C.
- 4.1.3 Provide custom integration and/or development of workflows, forms, training, and consulting services as requested by the District. Estimated hours will be provided after scope is determined. All work developed is owned by ESD112.
- 4.1.4 Provide backup services including the storage of the data in an off-site location or cloud service.
- 4.1.5 Own and maintain full control of any equipment used to host Laserfiche website, including installation, configuration, administration, and operation.
- 4.1.6 Communicate to District any plan to relocate the Laserfiche shared hosting environment to another facility in writing at least ninety (90) days in advance.
- 4.1.7 Invoice the District in accordance with Section 3 above.
- 4.1.8 Not intentionally provide to the District any content, that (a) infringes on any third party' s intellectual property or publicity/ privacy rights; (b) violates any applicable law or regulation; (c) is defamatory, violent, clearly harmful, or obscene or pornographic or infringes on citizens' rights; or (d) contains any viruses, Trojan horses, worms, time bombs, cancel bots, or other computer programming routines that are intended to damage or interfere with any system, data, or personal information. ESD112 reserves the right to refuse subject matter it deems inappropriate.
- 4.1.9 Provide reasonable Laserfiche technical support to designated staff of the District. Support shall be provided by ESD112' s Laserfiche support staff through the Help Desk (“Help Desk”). Incidents related to shared hosting services shall be communicated to the Help Desk as indicated in Appendix B. To expedite critical incidents, District may also use the telephone and email to increase the incident’s visibility to the Help Desk. In addition, District shall identify staff who are authorized to contact the Help Desk for purposes of reporting an incident.

4.2 Responsibilities of the District. The District shall:

- 4.2.1 Designate a District liaison that will act as the contact person supporting Laserfiche at District. Discuss any additional services needed that are beyond the scope of Agreement, execute mutually agreed upon amendments to this Agreement. Pay ESD112 in accordance with Section 3 above.
- 4.2.2 Be responsible for the input and management of District’s content into the Laserfiche application.
- 4.2.3 Ensure the District has obtained the proper Microsoft Client Access Licenses (CAL) to access services delivered on Microsoft technology.
- 4.2.4 Attempt to resolve issues related to use and support of the Services. If issues cannot be resolved by District staff, issues shall be escalated to ESD112 by District’s Laserfiche administrative staff.
- 4.2.5 Pay ESD112 in accordance with Section 3 above.

5. Agreement Contacts.

	<u>THE DISTRICT</u>	<u>ESD 112</u>
SIGNATURE AUTHORITY / NOTICE CONTACT-Required		
Name:	Ismael Vivanco	Tim Merlino
Position:	Superintendent	Superintendent
Phone:	360.464.6701	360.750.7500
Email:	ivivanco@nwesd.org	tim.merlino@esd112.org
PROGRAM CONTACTS		
Name:	Rose Oliver	Makoa Jacobsen
Position:	Financial Planning & Project Lead	Director of IT
Phone:	360.299.4060	360.952.3334
Email:	roliver@nwesd.org	makoa.jacobsen@esd112.org
FISCAL / BUDGET CONTACTS		
Name:	Lisa Matthews	Gavin Hottman
Position:	Asst Supt for Finance & Compliance	Asst. Supt, Business Services
Phone:	360.299.4026	360.952.3521
Email:	lmatthews@nwesd.org	gavin.hottman@esd112.org
ACCOUNTING / BILLING CONTACTS		
Name:	Joanie Ritchey	Christy Stalcup
Position:	Fiscal Technician/AP	AR Specialist II
Phone:	360.299.4718	360.952.3490
Email:	jritchey@nwesd.org	christy.stalcup@esd112.org

EXHIBIT B
GENERAL TERMS & CONDITIONS

1. Authority & Organization.

- 1.1** This Agreement is entered into in accordance with the authority granted in the Interlocal Cooperation Act, RCW 39.34 (specifically 39.34.030 and 39.34.080) and provisions that authorize educational service districts and school districts to contract with each other for services, specifically 28A.310.010, 28A.310.180, 28A.310.200, 28A.320.080 and 28A.320.035.
- 1.2** A separate legal entity is not being created. ESD112 shall administer the joint undertaking described in the terms of this Agreement.

2. General Responsibilities of the Parties. ESD112 and the District shall:

- 2.1** Conduct background checks on any officials, employees, volunteers or agents who may perform obligations under this Agreement and who may have contact with children in a public school or ESD112 facility. No party/person who has plead guilty to, or been convicted of, a felony crime specified in RCW 28A.400.322 shall be allowed to do work under this Agreement if they may have contact with children in a public school or ESD112 facility. Failure to comply with this provision is grounds for immediate termination of the Agreement.
- 2.2** Comply with federal, state, and local laws in performing obligations under this Agreement, and any policies or regulations adopted by the Parties' respective boards of directors.
- 2.3** Provide and maintain general liability coverage, including but not limited to bodily injury, property damage liability, contractual liability coverage, and automobile coverage. The insurance required hereunder shall have a single limit liability in an amount not less than \$1,000,000 per occurrence and general aggregate liability of not less than \$2,000,000. The Parties shall, upon request, provide each other suitable evidence of the coverage required.
- 2.4** Obtain any licenses or permits required to perform their respective obligations under this Agreement.
- 2.5** Maintain books, records, documents, data and other materials compiled and related to the performance of obligations under this Agreement for the time period required under law or any applicable grant agreement. Both Parties agree to provide access to and copies of any such books, records, documents, data or other materials to the other party upon request.
- 2.6** Take all necessary steps to protect the confidentiality of educational records and shall not disclose such records or the information obtained from having access to such records without obtaining the consent of the other party and the parent of the student whom the record pertains to.

3. Amendment. Changes to services ESD112 is obligated to provide or fees the District is obligated to pay shall be addressed in signed amendments to this Agreement, provided forty-five (45) days before the amendment is to take effect, unless otherwise mutually agreed.

4. Termination and Damages for Termination with Inadequate Notice.

- 4.1 Mutual Termination.** This Agreement may be terminated by mutual agreement by the Parties.
- 4.2 Damages Paid by the District.** If the District fails to notify ESD112 that it is terminating this Agreement prior to the Renewal Term (see Exhibit A, Section 2.2) and this Agreement is for services that are provided by ESD112 employees who do not have a certificated contract with ESD112, the damages ESD112 shall incur may be less than the fee the District would have paid to receive the services for the Renewal Term. In that case, the District shall pay ESD112 for damages ESD112 incurs as a direct or indirect result of not being notified by the Renewal Term that the District is terminating the Agreement.
- 4.3 Damages Paid by ESD112.** If ESD112 fails to notify the District that it is terminating this Agreement prior to the Renewal Term (see Exhibit A, Section 2.2), ESD112 shall pay the District the costs the District incurs to obtain the services ESD112 was obligated to provide from a third party, but only to the extent the costs exceed what the District would have paid ESD112, and the fees the District pays the third party must be based on reasonable market rates.
- 4.4 Payment.** The damages that are owed under this section shall be paid in full within thirty (30) days of receipt of an invoice. This requirement shall survive termination of the Agreement.

5. General Provisions.

- 5.1 Assignment.** Neither this Agreement nor any interest therein may be assigned by either party without the prior written consent of the other party.
- 5.2 Attorneys' Fees and Costs.** In the event litigation arises out of this Agreement, each party shall bear its own attorney's fees and costs.
- 5.3 Authority.** The terms and conditions of this Agreement to which the Parties agree are being entered into by appropriate resolutions or delegation of authority by the respective boards of directors of ESD112 and the District.
- 5.4 Captions.** Paragraph headings have been included for the convenience of the Parties and shall not be considered a part of this Agreement for any purpose relating to construction or interpretation of the terms of this Agreement.
- 5.5 Compliance Orders.** ESD112 shall:
- 5.5.1** Deliver all services under this Agreement in compliance with the most current guidelines issued by the Centers for Disease Control and Prevention (CDC), Washington Department of Health, and the Office of Superintendent of Public Instruction (OSPI) guidelines, and comply with the state proclamations and orders as pertains to any infectious disease outbreaks or pandemics.
- 5.5.2** Adjust delivery of services as requested and/or required to meet needs to comply with Section 5.5.1 above without modification to terms of the Agreement.
- 5.6 Conflict of Interest.** No person engaged in any activity associated with this Agreement has a personal financial interest, direct or indirect, in this Agreement. ESD112 and the District warrant that neither party presently has interests, and will not acquire interests, directly or indirectly, which would create a conflict of

interest in performing the obligations under this Agreement. Any direct or indirect conflict of interest must be disclosed.

- 5.7 Force Majeure.** ESD112 and the District shall not be liable for any failure to perform its obligations in this Agreement, and shall not be liable for the damages in Section 4 above, if the failure to perform or action that gave rise to damages is a result of any act of God, riot, war, civil unrest, flood, earthquake, or other cause beyond such party's reasonable control, such as changes to federal, state or local laws, but excluding failure caused by a party's financial condition or negligence.
- 5.8 Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Washington and any action or litigation undertaken to enforce the terms of this Agreement shall be conducted in Clark County, Washington.
- 5.9 Indemnification.** Both Parties agree to defend, indemnify and hold harmless the other party, and its employees, officers, board of directors, and agents from any and all actual or threatened claims, actions, damages, liability or losses except those caused by the sole negligence of the indemnifying party, or the indemnifying party's employees', officers', board of directors', and agents'.
- 5.10 Intellectual Property.** Any materials ESD112 produces shall be owned by ESD112. ESD112 shall be considered the author of such materials. To the extent materials being produced in connection with this Agreement are found to be "works for hire", the District hereby irrevocably assigns all right, title and interest in such materials, including intellectual property rights, to ESD112 effective from the moment of creation. The District shall not use any materials produced for, or by, ESD112 in connection with this Agreement without obtaining ESD112's prior written consent.
- 5.11 Non- Discrimination.** Per requirements of state, local and federal laws, ESD112 and the District are prohibited from discriminating on the basis of race, color, ethnicity, religion (creed), national origin (ancestry), age, sex, gender expression or gender identity, homelessness, immigration or citizenship status, sexual orientation, the presence of any sensory, mental, or physical disability, neurodivergence, honorably discharged veteran or military status, national guard or uniformed service status, marital status, family/parental status, use of a trained guide dog or service animal. Inquiries regarding compliance and/or grievance procedures for ESD112 may be directed to ESD112 at its address above.
- 5.12 Notice.** Whenever notice is required under this Agreement, it shall be provided by emailing, with receipt confirmation, or mailing notice to the contacts designated in Exhibit A, Section 5. Notice shall be deemed effective upon the earlier of actual receipt or three (3) days after notice is deposited in the United States Postal Service mail, by certified mail, postage prepaid.
- 5.13 Severability.** If any term of condition of this Agreement or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement which can be given effect without the invalid term, condition, or application and, to this end, the terms and conditions of this Agreement are declared severable.
- 5.14 Waiver.** No provision of this Agreement, or the right to receive reasonable performance of any act called for by its terms, including but not limited to the right of a performing party to notify a non-performing party there has been a

unilateral early termination, shall be deemed waived by a party's failure to enforce the provision or rights to performance in a particular transaction or occurrence. Any and all waivers shall be in writing and signed by the party waiving the provision or its rights to performance. Any waiver that is not in writing shall not be binding or effective.

5.15 Whole Agreement. The Parties agree that this Agreement, together with all appendices, if any, constitute the entire agreement between the Parties, regarding the subject matter of this Agreement, and supersedes all prior or existing written or oral agreements between the Parties and may not be amended other than in writing signed by the Parties.

6. **Exclusion, Debarment and Suspension Certification.** Per the requirements of Executive Order 12549, ESD112 and the District certify that neither they, nor their officers, directors, general managers or persons having primary management or supervisory responsibilities, are on the Excluded Parties List Report (web address: <http://www.sam.gov/SAM>) and that they are not presently debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded for the award of contracts by any Federal governmental agency or department. ESD112 and the District shall provide immediate written notice to each other if, at any time during the term of this Agreement, including any renewals hereof, the Parties learn that this certification has become erroneous by reason of changed circumstances.
7. **Electronic Signatures.** This Agreement may be executed in two or more counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument. The words "execution", "signed," "signature," and words of like import in this Agreement or in any other certificate, agreement or document related to this Agreement, shall include images of manually executed signatures transmitted by facsimile or other electronic format (including, without limitation, "pdf", "tif" or "jpg") and other electronic signatures (including, without limitation, DocuSign and AdobeSign). The use of electronic signatures and electronic records (including, including without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, and any other applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act or the Uniform Commercial Code.

EXHIBIT C
LASERFICHE SHARED HOSTING AND CONSULTING SERVICES
TERMS & CONDITIONS

1. Laserfiche Software.

- 1.1 License Ownership.** ESD112 owns all the licenses purchased under this agreement because of the Laserfiche licensing model. If District decides to leave ESD112's shared hosting environment, the District may not be able to take their licenses with them and may need to relicense.
- 1.2 Authentication.** The Laserfiche software has various ways to authenticate users. Given the shared environment, ESD112 will limit the authentication methods to Laserfiche Directory Services (LFDS) and authenticate with an identity provider using SAML. ESD112 currently supports Microsoft Entra and Google Workspace SAML authentication. Laserfiche software components that do not support LFDS are not available for use.
- 1.3 Public Forms.** Public forms are forms that anonymous users submit. Those forms will be made available on a shared separate server from the District's due to licensing costs.

2. Shared Hosting Environment.

- 2.1 Description and Limitations.** ESD112 is making its Laserfiche environment available to consortium members as part of this agreement. This is the Laserfiche RIO software suite, which requires significant fixed costs that are being leveraged to make the overall solution available to anyone of any size. In order to do this, it is a shared environment with limitations that are described in EXHIBIT D.
- 2.2 Mail Relay.** Email relay (SMTP) works best when it originates through a District account. District will provide accounts and/or mail relay server access as required for email functionality within Laserfiche.
- 2.3 Storage and Backup.** The entire live shared environment runs on ESD112's private cloud connected to the Washington K-20 network, which is located at ESD112's secure facility. Backups are both taken offsite and uploaded to the public cloud for offsite storage in the event of recovery. Service Level Agreements for the ESD112 Private Cloud will be made available upon request.
- 2.4 Support.** Issues arising from Laserfiche server infrastructure such as but not limited to user account issues are covered in the environment pricing. Any development work, including support of District-created forms, are subject to the pricing for staff time.

3. Shared Forms and Workflows.

- 3.1 Ownership.** ESD112 owns the developed forms and workflows created in the shared environment.
- 3.2 Availability.** The developed forms and workflows are available to all members of the shared environment, if the environment size can support the use of the desired forms and workflows.

- 3.3 Implementation and Support.** If District has staff that can do the work, District staff can implement and support them. Otherwise, ESD112 staff can do this work subject to the pricing for staff time.
- 4. Onboarding Services.** As part of joining the shared environment, ESD112 will onboard designated District staff.
 - 4.1 Hours.** ESD112 will provide four staff hours to get District trained and/or started using Laserfiche.
 - 4.2 Training.** ESD112 will train designated District staff in the general use of Laserfiche, focusing on the use of repositories and storing documents.
 - 4.3 Laserfiche License Transfer.** If District is bringing their own Laserfiche licensing that will be transferred to ESD 112, the onboarding hours will be used to accomplish migrating into the Shared Hosting Environment.
- 5. Consulting Services.** ESD112 staff are available to help develop and implement Laserfiche forms, workflows, and integrations for District.
 - 5.1 Scope.** ESD112 staff will work with District to scope work and provide an estimate of work hours to complete.
 - 5.2 Starter Forms and Workflows.** ESD112 will consult, change/develop, implement, and train District from the library of shared forms.
 - 5.3 Statement of Work Amendments.** Statements of Works are amendments to this agreement and will be agreed upon before any work commences.

EXHIBIT D
ENVIRONMENT MATRIX

Feature	Tiny	Small	Medium	Large	X-Large
Repository	1	1	2 (Prod + Dev)	Unlimited	Unlimited
District Created Processes*	No	No	Yes	Yes	Yes
Content Server	Shared	Own	Own	Own VM	Own VM
Forms Server	Shared	Shared	Own	Own VM	Own VM
Workflow Server	Shared	Shared	Own	Own VM	Own VM
Database Server	Shared	Shared	Shared	Shared	Own
DCC Server	Shared	Shared	Shared	Shared	Shared
District Created SSIS Jobs	No	No	No	No	Yes

*Purchase Development User product below for access to RDS environment

**EXHIBIT E
PRICING & ORDER FORM**

Item	Qty	Price	Total
Environment Size – Select 1			
Tiny		\$3,500	
Small		\$15,000	
Medium	1	\$20,000	\$20,000
Large		\$30,000	
Extra Large		\$40,000	
Storage			
1 GB – 250 GB of Storage (GB/YR)		\$12	
251 GB – 1 TB (GB/YR)		\$9	
1.1 TB+ (GB/YR)		\$6	
Laserfiche Full Licenses			
1st Year Initial License (user)	5	\$1,500	\$7,500
2nd+ Year License Maintenance (user/YR)		\$500	
Laserfiche Educational Portal Licenses			
License (user/YR for less than 1000)	250	\$6	\$1,500
License (user/YR for 1000-2999)		\$4.50	
License (user/YR for 3000+)		\$3	
Laserfiche Additional Products			
1st Year Quick Fields		\$750	
2nd+ Year Quick Fields Maintenance (YR)		\$200	
1st Year Quick Fields Basic		\$3,000	
2nd+ Year Quick Fields Basic Maintenance (YR)		\$1,000	
1st Year Quick Fields Core		\$6,000	
2nd+ Year Quick Fields Core Maintenance (YR)		\$1,500	
1st Year Quick Fields Classify		\$8,000	
2nd+ Year Quick Fields Classify Maintenance (YR)		\$2,000	
1st Year Quick Fields Context		\$11,000	
2nd+ Year Quick Fields Context Maintenance (YR)		\$3,000	
1st Year Quick Fields Complete		\$20,000	
2nd+ Year Quick Fields Complete Maintenance (YR)		\$3,500	
Staff Assistance			
Training, Consulting & Development in ESD112 Shared Environment (per staff hour**) through 8/31/25	40	\$140	\$5,600
Training, Consulting & Development in ESD112 Shared Environment (per staff hour**) starting 9/1/25	30	\$150	\$4,500
Additional Server Products			
Full-Text Search Server (YR)		\$5,000	
Audit Server (YR)		\$5,000	
Development User (YR)		\$2,000	

Northwest Educational Service District No. 189
Agreement No. 26044-278
Laserfiche Shared Hosting and Consulting Services

**Staff Hour is defined as the amount of time a Laserfiche team member spends performing work per staff member.
For example, if two team members are in a meeting for an hour, that counts as two staff hours.
^\$140 through August 31, 2025; then \$150