

**INTERAGENCY AGREEMENT
BETWEEN
SKAGIT VALLEY COLLEGE
AND
NORTHWEST EDUCATIONAL SERVICE DISTRICT 189**

PARTIES TO THE AGREEMENT

THIS AGREEMENT is made and entered into by and between Skagit Valley College, hereinafter referred to as "SVC" and Northwest Educational Service District 189, hereinafter referred to as "NWESD," pursuant to the authority granted by Chapter 39.34 RCW.

PROJECT DESCRIPTION AND GOALS

The project builds on and supports the Career and Technical Education (CTE) Dual Credit pilot program, a proviso (ESSB 5187) funded by the Washington Legislature with an intent to increase CTE dual credit participation and credential attainment. Project activities are informed by the successes and lessons learned in the first two years of the proviso and are designed to support and accelerate identified next steps, such as the development of pathway maps and regional strategic implementation plans.

This project brings Skagit Valley College, NWESD, and their partners into the Big Blur Initiative, led by Jobs for the Future (JFF). JFF is coordinating a national effort to reimagine the traditional boundaries between high school, higher education, and careers. The vision, articulated in [The Big Blur](#), is an integrated education-to-career system that prepares all young people for productive adulthood by streamlining the transition from high school to postsecondary education and careers, ensuring economic mobility. The initiative will support state leaders in the design and implementation of a more equitable statewide system for dual credit and pathways, with a focus on CTE Dual Credit.

To accomplish these goals, JFF will lead key elements of the project, which include the completion of a Washington State landscape analysis, development of regional-level pathway and competency maps, creation of regional asset maps, and development of regional strategic action plans for regions participating in this initiative. The primary role of Skagit Valley College, the NWESD, and their partners is to collaborate with JFF on these key project activities and ensure that stakeholders throughout the region are aware of and engaged in this work.

STATEMENT OF WORK

The NWESD shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work set forth here or in Appendix A attached hereto and incorporated herein.

PERIOD OF PERFORMANCE

This agreement will begin immediately upon signature by all parties. The end date will depend on the availability of funding. SVC and NWESD will collaborate on the application to renew funding. If the renewal is not successful, this agreement will end on July 31, 2026. If the renewal application is successful and funds are received by SVC, this agreement will end on July 31, 2028, unless terminated sooner or extended, as provided herein.

PAYMENT

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. The parties have determined that the cost of accomplishing the work herein will not exceed \$38,155. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount. Compensation for services shall be based in accordance with the statement of work and schedule of payments in Appendix A, which is attached hereto and incorporated herein.

BILLING PROCEDURE

The NWESD shall submit invoices to the SVC program manager on the schedule contained in Appendix A. Payment to the NWESD for approved and completed work, as well as receipt of all deliverables covered within this contract, will be made by warrant or account transfer by the SVC Business Office within 30-days of receipt of the properly itemized invoices noting services and deliverables performed. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 30-days after the expiration date or the end of the fiscal year, whichever is earlier.

AGREEMENT CHANGES, MODIFICATIONS AND AMENDMENTS

This Agreement may be changed, modified or amended by written agreement executed by both parties.

ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

CONTRACT MANAGEMENT

The program manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Program Manager for SVC is: Michael Reese, 360.416.7713, michael.reese@skagit.edu.
The Program Manager for NWESD is Sinead Fitzpatrick, 360-299-4029, splinge@nwesd.org.

DISALLOWED COSTS

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable state and federal statutes and rules;
- b. Statement of work; and
- c. Any other provisions of the agreement, including materials incorporated by reference.

INDEMNIFICATION/HOLD HARMLESS

The NWESD shall defend, indemnify, and hold harmless SVC in full for any and all claims against SVC or its employees, officials or contractors which arise from the acts or omissions of the NWESD and its employees, officials and contractors in the provision of services under this contract. SVC shall defend, indemnify, and hold harmless the NWESD in full for any and all claims against the NWESD or its employees, officials or contractors which arise from the acts or omissions of SVC and its employees, officials and contractors in the provision of services under this contract.

INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned jointly by SVC and the NWESD. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement, which can be given effect without the invalid provision if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

TERMINATION

Either party may terminate this Agreement upon 30-days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15-working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

NONDISCRIMINATION

A. Nondiscrimination Requirement. During the term of this Contract, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.

B. Obligation to Cooperate. Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).

C. Default. Notwithstanding any provision to the contrary, Skagit Valley College may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until Skagit Valley College receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), Skagit Valley College may terminate this Contract in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

D. Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. Skagit Valley College shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe Skagit Valley College for default under this provision.

WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement.

**NORTHWEST EDUCATIONAL SERVICE
DISTRICT 189**

SKAGIT VALLEY COLLEGE

Name: Ismael Ivanco

Name: Mike Cogan

Signature 

Signature 

Superintendent 04 / 08 / 2026

CFO 04 / 08 / 2026

Title **Date**

Title **Date**

Budget code to charge: _145-112-74023 (0000012338 PRMGMT)___

APPROVED AS TO FORM:

Signature on file
Assistant Attorney General

APPENDIX A

PROJECT DESCRIPTION AND GOALS

Jobs for the Future (JFF) will lead key elements of the Big Blur project, which include the completion of a Washington State landscape analysis, development of regional-level pathway and competency maps, creation of regional asset maps, and development of regional strategic action plans for regions participating in this initiative. The primary role of Skagit Valley College, NWESD, and their partners is to collaborate with JFF on these key project activities and ensure that stakeholders throughout the region are aware of and engaged in this work.

STATEMENT OF WORK AND DELIVERABLES

NWESD agrees to support Skagit Valley College in the completion of this project by:

- Convening, facilitating, and disseminating notes from Educator Communities of Practice in the key fields identified by the project—Manufacturing, IT/Computer Science, etc.
- Assisting with recruiting participants for JFF-led surveys, focus groups, listening sessions, etc.
- Gathering stakeholder feedback and contributing to the development of a regional action plan
- Providing written feedback on JFF-produced drafts of the environmental scan, asset maps, pathways maps, and regional action plans for Northwest Washington
- Participating in the JFF Pathways to Prosperity network gatherings
- Collaborating and writing content for the application to renew funding (which will likely be due in April or May 2026)
- Collaborating and writing content for semi-annual progress reports (currently slated to be due on 31 July 2026 and—if funding is successfully renewed—January 31, 2027; July 31, 2027; January 31, 2028; and July 31, 2028)

COMPENSATION AND SCHEDULE OF PAYMENTS

For these services and deliverables, NWESD will invoice SVC according to the following schedule:

- \$19,000 by June 15, 2026
- \$9,655 by December 15, 2026 (contingent upon renewal of funding, as described above)
- \$9,500 by June 15, 2027 (contingent upon renewal of funding, as described above)


SVC agrees to pay the NWESD within 30 days of receiving each invoice.

NWESD will use these funds for staff salaries and benefits, educator stipends, travel costs, goods and services to support convenings and project meetings, and any other costs needed to complete the deliverables listed above. NWESD agrees that all funds will be expended in accord with the allowability guidelines specified by the SBCTC in the grant guidelines at <https://www.sbctc.edu/colleges-staff/grants/cte-dual-credit>.

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| Title | NWESD Big Blur Contract-Please review and sign |
| File name | file |
| Document ID | 038a78c97409b581807433bc46d0114e2ea9ea8c |
| Audit trail date format | MM / DD / YYYY |
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|  SENT | 04 / 07 / 2026 18:05:22 UTC | Sent for signature to Lisa Matthews (lmatthews@nwesd.org), Ismael Ivanco (ivivanco@nwesd.org) and Mike Cogan (mike.cogan@skagit.edu) by esign@contractsafe.com acting on behalf of phyllis.barry@skagit.edu IP: 134.39.99.144 |
|  VIEWED | 04 / 08 / 2026 13:38:24 UTC | Viewed by Lisa Matthews (lmatthews@nwesd.org) IP: 172.92.194.176 |
|  SIGNED | 04 / 08 / 2026 13:39:28 UTC | Signed by Lisa Matthews (lmatthews@nwesd.org) IP: 172.92.194.176 |
|  VIEWED | 04 / 08 / 2026 15:52:54 UTC | Viewed by Ismael Ivanco (ivivanco@nwesd.org) IP: 166.205.190.128 |
|  SIGNED | 04 / 08 / 2026 16:00:25 UTC | Signed by Ismael Ivanco (ivivanco@nwesd.org) IP: 166.205.190.128 |
| | 04 / 08 / 2026 16:05:12 UTC | Viewed by Mike Cogan (mike.cogan@skagit.edu) IP: 134.39.99.130 |

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| File name | file |
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The document has been completed.