INTERLOCAL AGREEMENT FOR RENEWING SERVICES
FISCAL YEAR 2026-2027

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 ESD 189, 1601 R Ave 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.

ESD 189

AUTHORIZED SIGNATURE: _____ DATE:
Ismael Vivanco (Sep 24, 2026 13:28:56 PDT)

EDUCATIONAL SERVICE DISTRICT NO 112

AUTHORIZED SIGNATURE: _____ DATE:
Tim Merlino (Sep 24, 2026 15:47:07 PDT)

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: 27044-278	**Financial Terms**: Payments under this Agreement shall not exceed $44,750.00, which includes base fees for hosting, licensing, estimated consulting, and estimated storage. Storage fees to be determined in May. Consulting fees shall be agreed upon on an hourly or project basis.
Agreement Period Full Term: September 1, 2026 - August 31, 2031 Initial Term: September 1, 2026 - August 31, 2027 Nonrenewal Notification: May 1st	**Invoice Schedule**: Quarterly installments: September, December, March and June. Storage fees to be billed June. Consulting fees invoiced monthly.

Attachments: This Agreement consists of this 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: Pricing & Order Form

ESD112 INFORMATION	
REV ACCT NO:	6420 81 0310
DIST CONTACT NAME	Rose Oliver
DIST CONTACT EMAIL	roliver@nwesd.org
ESD CONTACT NAME	Makoa Jacobsen
ESD CONTACT EMAIL	makoa.jacobsen@esd112.org

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 September 1, 2026, to August 31, 2027.

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 $33,652.00 for services provided under this Agreement as described in Section 1.1 above and Section 4 below

3.2 Invoicing. ESD112 shall invoice District $8,413.00 quarterly. Storage to be invoiced in June. 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:

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 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.

4.1.8 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 Exhibit 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.

4.1.9 Invoice the District in accordance with Section 3 above.

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.

	THE DISTRICT		ESD 112
SIGNATURE AUTHORITY / NOTICE CONTACT			
Name:	Ismael Vivanco		Tim Merlino
Position:	Superintendent		Superintendent
Email:	ivivanco@nwesd.org		tim.merlino@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 $3,000,000. The District's insurance shall provide Primary and Non-Contributing coverage. The Parties shall, upon request, provide each other suitable evidence of the coverage required. The Parties agree there shall be no cancellation, material change, or reduction of limits or non-renewal of the insurance coverage required by this Agreement without thirty (30) days written notice.

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 deliver services in compliance with all applicable federal, state, and local laws, regulations, and binding public health orders in effect at the time services are performed. Advisory guidance issued by the CDC, Washington State Department of Health, or OSPI may be considered where applicable but shall not, by itself, modify contractual obligations unless incorporated by written amendment.

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 Data Security and Data Breach Notification. Each Party agrees to implement and maintain reasonable administrative, technical, and physical safeguards to protect any confidential, personally identifiable, or otherwise legally protected data obtained, accessed, or generated in connection with this Agreement ("Protected Data") from unauthorized access, disclosure, modification, or destruction, and to comply with all applicable federal and state data privacy and security laws, including chapter 19.255 RCW. Protected Data shall be used solely for purposes of performing obligations under this Agreement and shall not be disclosed or used for any other purpose except as permitted or required by law.

5.7.1 If, and only to the extent that, performance of this Agreement involves student education records or other student personally identifiable information ("Student Data"), each Party shall comply with the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, and applicable state law, and shall use Student Data only as permitted under FERPA or as otherwise required by law.

5.7.2 In the event either Party becomes aware of a suspected or confirmed unauthorized access, disclosure, or breach of Protected Data (including Student Data, if applicable) related to this Agreement, that Party shall notify the other Party without unreasonable delay and, in no event, later than five (5) business days after discovery, unless a shorter period is required by law or notification would impede a law enforcement investigation.

5.7.3 Notice shall include, to the extent known: a general description of the incident, the categories of data affected, the estimated date or date range of the incident, and a summary of corrective actions taken or planned. Each party is responsible for costs and obligations arising from its own failure to comply with this section or applicable law.

5.8 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.

5.9 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.

5.10 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, losses, and expense, except to the extent caused by the sole or gross negligence of the indemnifying party, or the indemnifying party's employees', officers', board of directors', and agents'.

5.11 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.

5.12 Non- Discrimination. Per requirements of state, local and federal laws, ESD112 and the District are prohibited from discriminating on the basis of race, color, religion (creed), national origin (ancestry), age, sex, gender expression or identity, sexual orientation, 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.

5.13 Notice. Notice may be provided by electronic mail with read receipt or certified US mail and shall be deemed effective upon actual receipt to the signature authority listed in Exhibit A.

5.14 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.

5.15 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.

5.16 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 Executive Order 12549 and 2 CFR 200.213, the Parties certify that neither they, nor their principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions, as reflected in the System for Award Management Exclusions database (https://sam.gov/content/exclusions).

7. **Electronic Signatures.** The Parties consent to conduct transactions and execute this Agreement by electronic means. 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 shall include electronic signatures and electronic records, including images of manually executed signatures transmitted by facsimile, electronic mail, or other electronic means (including, without limitation, "pdf", "tif" or "jpg") and as well as electronic signature services such as Docusign, AdobeSign, or other substantially similar technologies. Electronic signatures and electronic records shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record, to the fullest extent permitted by applicable law, including the Uniform Electronic Transactions Act (Chapter 1.90 RCW) and the Federal Electronic Signatures in Global and National Commerce Act. Each Party agrees that electronic records relating to this Agreement shall be retained in a manner that accurately reflects the information contained in the record and remains accessible and reproducible for reference by the Parties for the period required by applicable law.

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 have higher licensing costs because the District will be establishing itself as a new entity with Laserfiche.

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.

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 subscription software suite, which requires significant fixed costs that are being leveraged to make the overall solution available to anyone of any size. To do this, it is a shared environment with limitations that are described below:

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

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 creating entity/entities may make forms and workflows available to 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. **Collaborative Projects**. For entities that are working on collaborative projects with ESD 112 staff for development, ESD 112 will charge the billable rate divided evenly across the participating districts/agencies.

5. **Onboarding Services**. As part of joining the shared environment, ESD112 will onboard designated District staff.
   - **5.1** **Hours**. ESD112 will provide four staff hours to get District trained and/or started using Laserfiche.
   - **5.2** **Training**. ESD112 will train designated District staff in the general use of Laserfiche, focusing on the use of repositories and storing documents.

6. **Consulting Services**. ESD112 staff are available to help develop and implement Laserfiche forms, workflows, and integrations for District.
   - **6.1** **Scope**. ESD112 staff will work with District to scope work and provide an estimate of work hours to complete before starting.
   - **6.2** **Authorization**. Unless directed otherwise, the District contact authorizes the use of hours for consulting services.

EXHIBIT D
PRICING & ORDER FORM

Item	Qty	Price	Total
Environment Size – Select 1			
Tiny		$ 3,500	$ -
Small		$ 15,000	$ -
Medium	1	$ 20,000	$ 20,000.00
Large		$ 30,000	$ -
Extra Large		$ 40,000	$ -
Storage^			
1GB-250GB of Storage (GB/YR)	100	$ 12.00	$ 1,200
251GB-1TB (GB/YR)		$ 9.00	$ -
1.1TB+ (GB/YR)		$ 6.00	$ -
Laserfiche Licenses			
Full License (user/YR)	5	$ 810.00	$ 4,050
Educational Portal License (user/YR for less than 1000)	250	$ 6.00	$ 1,500
Educational Portal License (user/YR for 1000-2999)		$ 4.50	$ -
Educational Portal License (user/YR for 3000+)		$ 3.00	$ -
Quick Fields Complete License (10 users/YR)		$ 14,000.00	$ -
Unlimited Public Forms Portal (server/YR)	1	$ 4,100.00	$ 4,100
Staff Assistance^			
Training, Consulting & Development in ESD112 Shared Environment (per staff hour**)	60	$ 165	$ 9,900
Additional Server Products			
Full-Text Search Server (YR)		$ 5,000	$ -
Audit Server (YR)		$ 5,000	$ -
Development User (YR)	2	$ 2,000	$ 4,000

**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.

^Estimates to establish maximum contract amount.

Total without estimated items	$ 33,650.00
Quarterly Invoice without estimated items	$ 8,413.00
Total	$ 33,652.00
Total with estimated items	$ 44,750.00
Quaterly Invoice with estimated items	$ 11,187.50