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INTERLOCAL AGREEMENT
Agreement No. 20270062

between

OFFICE OF SUPERINTENDENT OF PUBLIC INSTRUCTION
Old Capitol Building, P.O. Box 47200
Olympia, WA 98504-7200

and

EDUCATIONAL SERVICE DISTRICT 189
1601 R Ave
Anacortes, WA 98221

Federal Identification #91-0868056
Unified Business Identifier #600-253-146

THIS AGREEMENT is made and entered into by and between the Educational Service District 189, hereinafter referred to as "ESD" and the Office of Superintendent of Public Instruction, hereinafter referred to as "OSPI."

PURPOSE OF THIS AGREEMENT

This Agreement is necessary for the successful implementation of the 2026 Legislative Budget Proviso contained in Section 501(1)(d) which provides funding solely for providing proactive and solutions-oriented regional and local technical and financial assistance to districts.

The Mt Baker School District has experienced significant turnover in key leadership during the past three (3) years, with current deficiencies identified in financial leadership, organizational capacity, and sustainable financial management systems. ESD shall provide financial and technical services and assistance to Mount Baker School District to address identified deficiencies.

The Mount Baker School District has been identified as a district that is on Enhanced Financial Oversight, Binding Conditions, or likely to be placed on binding conditions within the next twelve (12) months without financial and technical services.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK

ESD shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to the performance of the work set forth below. Services will be delivered primarily by a subcontractor hired by the ESD for this specific initiative, with guidance and oversight by the ESD Deputy Superintendent, Business and Operations:

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- Executive mentoring and financial leadership coaching for the Superintendent and district leadership team.
- Assessment and improvement of business office systems, procedures, workflows, and internal controls.
- Ongoing mentoring and technical assistance for business office staff to implement sustainable financial management practices.
- Technical assistance to strengthen financial management systems and compliance for federal programs.
- Development of organizational processes that improve financial planning, communication, and decision-making.
- Services shall be delivered through monthly on-site assistance (one (1) day per month), supplemented by virtual meetings, telephone consultation, and implementation support.
- The services provided to Mount Baker School District will supplement and will not supplant services provided by the ESD as part of their regular services to school districts.
- The ESD will not bill Mount Baker School District for the specific services contained in this agreement, provided that nothing prevents or prohibits the ESD from providing other services to the Mount Baker School District for a fee.
- The ESD does not guarantee that the services provided will eliminate deficiencies, prevent enhanced financial oversight, or prevent binding conditions.
- The ESD's responsibilities under this Agreement are limited to providing the financial and technical assistance described herein. Implementation of recommendations and decisions regarding District operations remain the responsibility of Mt. Baker School District.

DELIVERABLES

Deliverables will include a financial systems assessment, recommendations for system improvements, leadership mentoring, implementation support for the development of sustainable financial management practices, and a final report summarizing services provided, outcomes achieved, and recommendations for continued improvement.

The ESD shall provide a summary of the services provided and the specific outcomes prior to December 30, 2026.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on the date of execution, and be completed on December 31, 2026, unless terminated sooner as provided herein.

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PAYMENT

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34. The parties have determined that the cost of accomplishing the work herein will not exceed a total of twenty-five thousand dollars ($25,000). Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount.

BILLING PROCEDURE

The ESD shall submit one invoice to the OSPI Contract Manager after the work is completed. The invoice shall include the Agreement number and document to the Contract Manager's satisfaction a description of the work performed and payment requested. Within approximately thirty (30) calendar days of the Contract Manager receiving and approving the invoice, payment will be mailed or electronically transferred to the ESD by Agency Financial Services, OSPI. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within thirty (30) days after the expiration date or the end of the fiscal year, whichever is earlier.

AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the 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.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND INELIGIBILITY

ESD certifies that neither it nor its principals are debarred, suspended, proposed for debarment, or voluntarily excluded from participation in transactions by any federal department or agency. ESD further certifies that they will ensure that potential subcontractors or subrecipients or any of their principals are not debarred, suspended, proposed for debarment, or voluntarily excluded from participation in covered transactions by any federal department or agency. ESD may do so by obtaining a certification statement from the potential subcontractor or subrecipient or by checking the "List of Parties Excluded from Federal Procurement and Non-Procurement Programs" provided on-line by the General Services Administration, and Washington State vendor debarment list.

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CONTRACT MANAGEMENT

The following shall be the contact person for all communications and billings regarding the performance of this Agreement.

ESD	OSPI Contract Manager
Lisa Matthews 1601 R Ave Anacortes, WA 98221 Phone: (360) 299-4026 Email: lmatthews@nwesd.org	Julie Salvi, Director, SAFS Old Capitol Building, P.O. Box 47200 Olympia, WA 98504-7200 Phone: (360) 725-6019 Email: julie.salvi@k12.wa.us

CREATIVE COMMONS ATTRIBUTION LICENSE

ESD understands that, except where otherwise agreed to in writing or approved by OSPI or the Contract Manager, all original works of authorship produced under this Agreement shall carry a **Creative Commons Attribution License**, version 4.0 or later.

All Materials ESD has adapted from others' existing openly licensed resources must be licensed with the least restrictive open license possible that is not in conflict with existing licenses.

For Materials that are delivered under this Agreement, but that incorporate pre-existing materials not produced under this Agreement, ESD will license the materials to allow others to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. If ESD would like to limit these pre-existing portions of the work to non-commercial use, the **Creative Commons Attribution-NonCommercial-ShareAlike** license, version 4.0 or later, is acceptable for these specific sections.

ESD warrants and represents that ESD has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to apply such a license.

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, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto.

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:

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- Applicable state and federal statutes and rules
- Statement of work
- Any other provisions of the Agreement, including materials incorporated by reference.

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 (6) 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.

RESPONSIBILITIES OF THE PARTIES

Each party to this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omission on the part of itself, its employees, its officers, and its agents. Neither party assumes any responsibility to the other party for the consequences of any claim, act or omission of any person, agency, firm, or corporation not a party to this Agreement.

RIGHTS IN DATA

Copyright in all material created by ESD and paid for by OSPI as part of this Agreement shall be the property of the State of Washington. Both OSPI and ESD may use these materials, and permit others to use them, for any purpose consistent with their respective missions as agencies of the State of Washington. This material includes, but is not limited to: books, computer programs, documents, films, pamphlets, reports, sound reproductions, studies, surveys, tapes, and/or training materials. Material which ESD provides and uses to perform this Agreement but which is not created for or paid for by OSPI shall be owned by ESD or such other party as determined by Copyright Law and/or ESD's internal policies; however, for any such materials, ESD hereby grants (or, if necessary and to the extent reasonably possible, shall obtain and

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grant) a perpetual, unrestricted, royalty free, non-exclusive license to OSPI to use the material for OSPI internal purposes.

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 thirty (30) calendar 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 DUE TO FUNDING LIMITATIONS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion, OSPI may, without advance notice and without liability for damages, terminate this Agreement by providing written notice to ESD. The termination shall be effective on the date specified in the termination notice.

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 fifteen (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.

TERMINATION PROCEDURE

Upon termination of this Agreement, OSPI, in addition to other rights provided in this Agreement, may require ESD to deliver to OSPI any property specifically produced or acquired for the performance of such part of this Agreement as has been terminated.

OSPI shall pay to ESD the agreed upon price, if separately stated, for completed work and services accepted by OSPI and the amount agreed upon by ESD and OSPI for (a) completed work and services for which no separate price is stated, (b) partially completed work and services, (c) other property or services which are accepted by OSPI, and (d) the protection and preservation of the property, unless the termination is for cause, in which case OSPI shall determine the extent of the liability. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause for this Agreement. OSPI may withhold from any amounts due to ESD such sum as OSPI determines to be necessary to protect OSPI against

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potential loss or liability.

The rights and remedies of OSPI provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law under this Agreement.

After receipt of a notice of termination, and except as otherwise directed by OSPI, ESD shall:

a. Stop work under this Agreement on the date and to the extent specified, in the notice;

b. Place no further orders or subcontractors for materials, services or facilities except as may be necessary for completion of such portion of the work under the Agreement that is not terminated;

c. Assign to OSPI, in the manner, at the times, and to the extent directed by OSPI, all rights, title, and interest of ESD under the orders and subcontracts in which case OSPI has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

d. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of OSPI to the extent OSPI may require, which approval or ratification shall be final for all the purposes of this clause;

e. Transfer title to OSPI and deliver, in the manner, at the times and to the extent as directed by OSPI, any property which, if the Agreement had been completed, would have been required to be furnished to OSPI;

f. Complete performance of such part of the work not terminated by OSPI; and

g. Take such action as may be necessary, or as OSPI may direct, for the protection and preservation of the property related to this Agreement which, in is in the possession of ESD and in which OSPI has or may acquire an interest.

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.

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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.

Educational Service District 189		Superintendent of Public Instruction State of Washington
Signed by: Ismael Vivanco 6EF3F61D3CAE402...	Superintendent	DocuSigned by: 8A902A25B09A4C5...
Signature	Title	Kyla Moore, Contracts Administrator
Ismael Vivanco	8/28/2026	8/28/2026
Print Name	Date	Date

Who certifies that he/she is the Contractor identified herein, OR a person duly qualified and authorized to bind the Contractor so identified to the foregoing Agreement.