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INTERLOCAL AGREEMENT

BETWEEN

Northwest Educational Service District 189 *(Hereinafter referred to as the NWESD)*	**AND**	**Shaw Island School District** **Name** *(Hereinafter referred to as District)*	
1601 R Ave, Anacortes, WA 98221		**PO Box 426** **Address**	
(360) 299-4000		**Shaw Island** **City**	**WA** **State** **98286** **Zip**
Interlocal Agreement No: **2627-6401-08**		**Phone:** **(360) 468-2570**	
NWESD Account Code: **6401**			

WHEREAS, the Northwest Educational Service District 189 ("NWESD") is authorized to provide services to school districts pursuant to RCW 28A.310.180 and RCW 28A.310.200; and,

WHEREAS, the District and the NWESD are authorized to enter into interlocal agreements pursuant to Chapter 39.34 RCW, including RCW 39.34.030 and RCW 39.34.080, and pursuant to RCW 28A.320.035 and RCW 28A.320.080; and,

WHEREAS, the NWESD and the District desire to cooperatively support and maintain educational and operational technology systems necessary for the District to carry out its educational and business functions as a shared governmental service; and,

WHEREAS, the District desires to enter into an interlocal agreement with the NWESD for the provision of technology services;

NOW, THEREFORE, IT IS HEREBY AGREED that the NWESD shall receive funds from the District and shall expend such funds for the purpose of providing technology services in accordance with the terms and conditions set forth herein.

I. PURPOSE

The purpose of this Interlocal Agreement is to cooperatively support and maintain technology infrastructure and operational systems necessary for the District's educational and business operations.

II. RESPONSIBILITIES OF NWESD

In accordance with this Interlocal Agreement, the NWESD shall:

1. Provide tools, equipment, and training for District personnel for the timely delivery of preventative, diagnostic, and problem resolution support to information systems which are integral components to the data communications infrastructure (Network).
2. Provide personnel and technical support services necessary to assist the District in maintaining and operating its data communications infrastructure, including remote and on-site technology support services, during the term of this Interlocal Agreement, in accordance with the technology services

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and unit funding rates identified in **Addendum A – Technology Services Schedule**. Services may include all aspects of educational technology in a K-12 environment and the application of best practices associated with supporting such systems. It is recognized that service delivery may involve a collaborative approach between NWESD and District personnel.

3. Requests for services that exceed the District's funding obligation under this Interlocal Agreement or are otherwise outside the scope of services contemplated by this Interlocal Agreement may require a written amendment to this Interlocal Agreement or a separate agreement between the parties.

III. RESPONSIBILITIES OF DISTRICT

In accordance with this Interlocal Agreement, the District shall provide

1. Designate a primary District contact authorized to coordinate with NWESD staff regarding operational decisions and support services provided under this Interlocal Agreement.
2. Provide timely, accurate, and complete information when requested by NWESD staff.
3. Provide adequate access to systems and servers that are necessary to complete assigned tasks.

If the District requests onsite support, the District also agrees to:

1. Provide services, staff, workspace and access to the District's data communications infrastructure necessary for NWESD staff to meet the requirements of the Interlocal Agreement.
2. Provide adequate access to District facilities to perform requested work. Keys and security information may be requested by the NWESD if it is determined that that level of access is required.

IV. TERM OF THE INTERLOCAL AGREEMENT

The start date of this Interlocal Agreement is September 1, 2026, and the end date is August 31, 2027. Termination is further specified in the Termination section of this Interlocal Agreement.

V. INTERLOCAL AGREEMENT OBLIGATION

The District shall provide funding for technology system services in the amount of $7560 *(seven thousand five hundred sixty)*. This funding commitment includes access to up to 48 hours of virtual technology services and up to 3 half-days of on-site technology services during the term of this Interlocal Agreement. Technology services shall be provided in accordance with the Responsibilities of NWESD and the Technology Services Schedule set forth in **Addendum A – Technology Services Schedule**.

The hours and days identified above represent the maximum service allocation available to the District during the term of this Interlocal Agreement and do not guarantee utilization of the full allocation.

VI. PAYMENT PROVISIONS

All payments to the NWESD shall be conditioned upon:

1. The NWESD timely submits to the District Fiscal Department satisfactory invoices detailing the services for requested payment.

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2. Any date(s) specified herein for payment(s) to the NWESD shall be considered extended as necessary to process and deliver payment. Such extension will not be greater than thirty (30) days following receipt of the appropriate invoices.

VII. INTERLOCAL AGREEMENT MANAGERS

NWESD Agreement Manager	**District Agreement Manager**
Name: Les Valsquier	Name: Deanna Shannon
Address: 1601 R Avenue Anacortes, WA 98221	Address: PO Box 426 Shaw Island WA 98286
Phone: 360-299-4061	Phone: 360-468-2570
Email: lvalsquier@nwesd.org	Email: dshannon@shaw.k12.wa.us

VIII. ADMINISTRATION

No separate legal or administrative entity is created by this Interlocal Agreement. For purposes of RCW 39.34.030(4), the NWESD shall serve as the administrator of this Interlocal Agreement.

IX. NONDISCRIMINATION/ANTI-HARASSMENT

In performing its obligations under this Interlocal Agreement the District shall comply with the NWESD, state and federal guidelines and regulations regarding nondiscrimination and harassment involving any employee/student on the basis of race, color, sex, religion, ancestry, national origin, creed, marital status, age, sexual orientation, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or use of a trained dog or service animal by a person with a disability in employment, services, or any other regards.

X. GOVERNING LAW/VENUE

The terms of this Interlocal Agreement shall be construed and interpreted in accordance with the laws of the state of Washington, without regard to conflicts of laws principles. In the event that legal action or arbitration is commenced to resolve a dispute related to this Interlocal Agreement, the venue of such action or arbitration shall be in Skagit County, Washington.

XI. CYBERSECURITY AND SECURITY INCIDENTS

The parties acknowledge that no information technology environment can be made completely secure and that cybersecurity risks may exist despite the implementation of reasonable safeguards. The NWESD does not warrant or guarantee that the District's systems, networks, devices, data, or information resources will be free from unauthorized access, cybersecurity incidents, malware, ransomware, data breaches, service interruptions, or other security events. The NWESD shall exercise reasonable care and professional judgment in providing technology services under this Interlocal Agreement. The District retains responsibility for its technology governance, cybersecurity decisions, user practices, access controls, and compliance

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obligations. The NWESD shall not be liable for cybersecurity incidents, data breaches, service interruptions, or other security events except to the extent directly caused by the gross negligence or willful misconduct of NWESD.

XII. INDEMNIFICATION/HOLD HARMLESS

The NWESD shall defend, indemnify, and hold harmless the District in full for any and all claims against the District 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 Interlocal Agreement. The District 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 the District and its employees, officials, or contractors in the provision of services under this Interlocal Agreement.

XIII. TERMINATION

This Interlocal Agreement may be terminated by either party upon ninety (90) days' prior written notice to the other party. The notice shall specify the effective date of termination. If either party fails to comply with the terms and conditions of this Interlocal Agreement, the non-breaching party may terminate this Interlocal Agreement upon thirty (30) days' written notice to the breaching party if the breach is not cured within the notice period. The parties shall cooperate in good faith to support an orderly transition of services, staff, systems, materials, and operational responsibilities upon termination of this Interlocal Agreement. Upon termination, the District shall remain responsible for payment or reimbursement of obligations, services, and authorized expenses incurred by the NWESD prior to the effective date of termination in accordance with the terms of this Interlocal Agreement.

XIV. OTHER ASSURANCES

In performing its obligations under this Interlocal Agreement, each party shall promptly comply with all laws, ordinances, orders, rules, regulations and requirements of the federal, state, county or municipal governments or any of their departments, bureaus, boards, commissions or officials concerning the subject matter of this Interlocal Agreement (the "Laws"). This provision applies to Laws currently existing or applicable to a party's duties under this Interlocal Agreement during the term of this Interlocal Agreement.

XV. ASSIGNMENT

Neither this Interlocal Agreement nor any interest therein may be assigned by the District without first obtaining the written consent of the NWESD.

XVI. DEFAULT

Either party shall be in default of this Interlocal Agreement upon the occurrence of any of the following:

1. A material representation made by either party is false or misleading;
2. Either party fails to perform its obligations under this Interlocal Agreement and such failure continues for thirty (30) calendar days after written notice to cure from the other party; or
3. Either party continues unauthorized use of the other party's systems, materials, or resources following termination of this Interlocal Agreement.

XVII. BREACH/DEFAULT WAIVER

No delay or failure on the part of the NWESD to exercise any rights under this Interlocal Agreement shall operate as a waiver of those rights. Also, the NWESD's waiver or acceptance of a partial, single or delayed performance of any term or condition of the Interlocal Agreement shall not operate as a continuing waiver or

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a waiver of any other breach of a Interlocal Agreement term or condition. No waiver shall be binding unless it is in writing and signed by the party waiving the breach.

XVIII. REMEDIES FOR DEFAULT

If either party defaults under this Interlocal Agreement, the non-defaulting party may pursue one or more of the following remedies:

1. Provide written notice of default and an opportunity to cure within thirty (30) calendar days;
2. Terminate this Interlocal Agreement in accordance with the termination provisions herein;
3. Seek equitable relief or specific performance as authorized by law; and
4. Recover reasonable attorneys' fees and costs incurred in enforcing the terms of this Interlocal Agreement, if awarded by a court of competent jurisdiction.

XIX. SEVERABILITY

If any provision of this Interlocal Agreement is determined to be invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted and the balance of the Interlocal Agreement shall remain enforceable.

XX. HEADINGS

The headings of each section of this Interlocal Agreement are provided only to aid the reader. If there is any inconsistency between the heading and the content of the paragraph or the context of the Interlocal Agreement, the content or context will prevail.

XXI. INTEGRATION/MODIFICATION

This Interlocal Agreement constitutes a fully integrated document containing the full, final and binding agreement of all parties signatory and all persons claiming by or through a signator, and supersedes all other negotiations, offers or counteroffers relating to the subjects treated in this Interlocal Agreement. The Parties may amend this Interlocal Agreement only upon a writing bearing the actual signatures of the names of all the Parties or their respective, authorized representatives.

XXII. NOTICES

Any notice given under this Interlocal Agreement shall be in writing from one party to another, given only by one of the following methods: (i) personal delivery, (ii) United States first class and certified mail, return receipt requested, with postage prepaid to the recipient's business address provided on the front page of this Interlocal Agreement; or (iii) e-mail to the recipient's email address given in Interlocal Agreement Managers section. Notice shall be deemed to occur in the case of the use of the mail, when the notice is postmarked. Notice shall be deemed received on the date of personal delivery, on the second day after it is deposited in the mail or on the day sent by e-mail. A party may change the place notice is to be given by a notice to the other party. For efficiency, the parties agree that documents sent by electronic means shall be considered and treated as original documents.

XXIII. FORCE MAJEURE

A party to this Interlocal Agreement is not liable to the other party for failing to perform its obligations if such failure is a result of Acts of God (including fire, flood, earthquake or other natural disaster), war, government sanction/order/regulation, riot, terrorist attack, labor dispute, or other similar contingency beyond the reasonable control of the parties. Force Majeure does not include computer events, such as denial of service attacks or those that may occur as a result of a third party. Each party shall have backup computer

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systems to allow it to continue to perform its obligations under the Interlocal Agreement. If a party asserts Force Majeure as an excuse for failure to perform its contractual obligations, then it must prove that it took reasonable steps to minimize delay or damages caused by foreseeable events, that it substantially fulfilled all non-excused obligations and that the other party was timely notified of the likelihood of or actual occurrence of such an event.

XXIV. DISPUTE RESOLUTION

If a dispute regarding this Interlocal Agreement arises between the District and the NWESD, then the District will appoint someone to represent it, the NWESD will appoint someone to represent it, and those two parties will appoint someone as a third representative. Decisions will be made by a vote of the majority of the representatives. The dispute committee shall be limited to resolving issues pursuant to the terms of this Interlocal Agreement, and its decision(s) shall be final.

XXV. BACKGROUND CHECKS

By executing this Interlocal Agreement with the District, the NWESD represents and warrants that each of its employees or agents shall have a record check through the Washington state patrol criminal identification system in compliance with RCW 43.43.830 through 43.43.834, 10.97.030, and 10.97.050 and through the Federal Bureau of Investigation before she or he has unsupervised access to any child. The record check shall include a fingerprint check using a complete Washington state criminal identification fingerprint card.

XXVI. CRIMES AGAINST CHILDREN

The NWESD warrants that any of its employees or agents who has pled guilty or been convicted of any crime under RCW 28A.400.330 shall not have any contact with any child at a public school. Failure to comply with this section shall be grounds for immediate termination of this Interlocal Agreement.

XXVII. FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA)

The NWESD agrees that it may create, have access to, or receive from or on behalf of the District, records or record systems that are subject to the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. Section 1232g (collectively, the "FERPA Records"). The NWESD represents, warrants, and agrees that it will: (1) hold the FERPA Records in strict confidence and will not use or disclose the FERPA Records except as (a) permitted or required by this Interlocal Agreement, (b) required by law, or (c) otherwise authorized by the District in writing; (2) safeguard the FERPA Records according to commercially reasonable administrative, physical and technical standards that are no less rigorous than the standards by which the NWESD protects its own confidential information; and (3) continually monitor its operations and take any action reasonably necessary to assure that the FERPA Records are safeguarded in accordance with the terms of this Interlocal Agreement.

XXVIII. FILING

Pursuant to RCW 39.34.040, this Interlocal Agreement shall be filed with the appropriate county auditor or posted on the NWESD's public website as required by law prior to its entry into force.

XXIX. AUTHORITY

The terms and conditions of this Interlocal Agreement to which the parties agree are being entered into by appropriate resolutions of the respective boards of directors of the NWESD and the District.

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XXX. SIGNATURES/APPROVALS

The undersigned represent and warrant that they are authorized to enter into this Interlocal Agreement on behalf of the parties.

Board Approval Date: 8/18/2026

OR Resolution number and date of board delegation of authority to sign Interlocal Agreements.

Resolution Number: _____ and Date Resolution was signed: _____

Signed by: Ismael Vivanco 0EF5F61D5CAE402... 8/18/2026

Dr. Ismael Vivanco, Superintendent Date
Northwest Educational Service District 189

Signed by: Dr. Becky Bell 31D0237E2E654D4... 8/18/2026

Dr. Becky Bell, Superintendent Date
Shaw Island School District

NWESD Internal Approvals:

Fiscal: DS Initial

Program Manager: Initial

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Addendum A
Technology Services Schedule

This Addendum A is part of the Interlocal Agreement between the Northwest Educational Service District 189 ("NWESD") and the Shaw Island School District.

The following technology services and unit funding commitments are available through the NWESD. Services provided under this Interlocal Agreement are subject to the funding commitment and service allocations identified in Section V. Certain additional services may be available through a separate agreement or amendment as noted below.

Service Type	Unit of Service	Unit Rate
Virtual Technology Support	1 hour of remote technology support services	$120
Half-Day Technology Support	3 hours onsite support	$600
Full-Day Technology Support	6 hours onsite support	$1,100
Cybersecurity Assessment*	District cybersecurity review and recommendations, including up to 6 hours onsite and 6 hours virtual support	$1,800

** Requires a separate agreement or amendment and is not included within the technology service commitments provided under this Interlocal Agreement.*

Signed by:
Ismael Vivanco
0EF5F61D5CAE402...
8/18/2026

Dr. Ismael Vivanco, Superintendent Date
Northwest Educational Service District 189

Signed by:
Dr. Becky Bell
31D0237E2E654D4...
8/18/2026

Dr. Becky Bell, Superintendent Date
Shaw Island School District

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INTERLOCAL AGREEMENT DOCUMENT REVIEW

Directions: *Please complete all the steps below and add the initials in DocuSign for the steps needing approval in your DocuSign envelope. Use the order below as your signing order with the District Superintendent always signing prior to the NWESD Superintendent.*

STEP	WHO	APPROVED
Update existing Interlocal and send to Financial Planning & Project Lead or request meeting if creating a new Interlocal.	Admin Assistant	*No approval needed*
Send the Interlocal to the Program Manager to review and approve.	Program Manager	*Email approval needed*
Upload Interlocal to DocuSign. Establish signing order and add a Message to All Recipients with the email subject being the title of the Interlocal and the email message including a short description of the purpose of the contract.	AA	*No approval needed*
Lisa Matthews review and initial contract.	Lisa	DS LM
Program Manager review and initial contract.	Program Manager	Initial LV
District AA to add Board of Directors approval date or Resolution number authorizing the district Superintendent to sign on their behalf.	District AA	*No approval needed*
District Superintendent signature on contract	District Superintendent	*No approval needed*
Superintendent signature on contract	Ismael	*No approval needed*
Add contracts@nwesd.org as a reviewer.	AA	*No approval needed*