

INTERLOCAL AGREEMENT

BETWEEN

Northwest Educational Service District 189
(Hereinafter referred to as the NWESD)

1601 R Ave, Anacortes, WA 98221

(360) 299-4000

Interlocal Agreement No: 2629-6406-01

NWESD Account Code: 6401

AND Orcas Island School District
Name (Hereinafter referred to as District)

557 School Rd.

Address

Eastsound WA 98245

City State Zip

Phone: 360-376-2284

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 provide technical assistance to employees of the District in the area of data communications networks and related components.

II. RESPONSIBILITIES OF THE NWESD

In accordance with this Interlocal Agreement, the NWESD shall provide all labor, materials, travel, and equipment necessary for:

1. Training District personnel to deliver timely preventive, diagnostic, and problem resolution support for systems that are integral components of the data communications infrastructure (Network).
2. Providing personnel to deliver on-site or remote troubleshooting, repair, and support services related to the Network. It is recognized that this may involve a team of both the NWESD and District personnel.
3. Providing technology leadership for the District in the form of a designated Technology Director. This includes, but is not limited to, managing technology-related projects and deployments, preparing and managing the IT budget, participating on IT-related committee(s) and attending IT-related meetings as needed, performing IT staff evaluations, and developing IT documentation and procedures.
4. Assuming responsibility for maintaining the District's networking infrastructure. This includes the

- District's wireless network(s), firewall(s), phone system(s), and switching and routing systems.
5. Assuming responsibility for maintaining and managing student accounts, devices, and filtering. Configure, support, and maintain the Google educational tenant through Google Chrome Management.
 6. Working with the District to develop adequate security procedures to ensure the safety of the Districts network and infrastructure.

III. RESPONSIBILITIES OF THE DISTRICT

In accordance with this Interlocal Agreement, the District shall:

1. Ensure that the Designated Technology Director will work with the Superintendent to make day-to-day decisions regarding technology services and operational support provided under this Interlocal Agreement.
2. Include the Technology Director as a cabinet position within the district leadership.
3. Provide timely, accurate, and complete information when requested by the NWESD staff.
4. Provide transportation from Orcas Ferry landing to OISD and back to ferry landing at end of day.
5. Provide adequate access to systems and servers that are necessary to complete assigned tasks.
6. Provide services, staff, workspace and access to the District's data communications infrastructure necessary for the NWESD staff to meet the requirements of the Interlocal Agreement.
7. Provide adequate access to District facilities to perform requested work. Keys and security information may be requested by the NWESD where such access is required.
8. Purchase additional third-party support and services as recommended by NWESD staff.

IV. TERM OF THE INTERLOCAL AGREEMENT

The initial term of the Interlocal Agreement shall be three years from September 1, 2026, to August 31, 2029. This Interlocal Agreement may be reviewed annually, and services may be subject to change pursuant to written addendum to this Interlocal Agreement between the NWESD and the District. During the first year of this Interlocal Agreement the services will be reviewed by both parties to this agreement April 1, 2027, to determine any changes to the services necessary throughout the remaining term of the Interlocal Agreement. This Interlocal Agreement shall automatically renew for additional September 1 through August 31 terms, thereafter unless the District gives written notice of its election to terminate the Interlocal Agreement by April 15 the preceding year.

V. INTERLOCAL AGREEMENT OBLIGATION

For the performance of the work as set forth in the "Responsibilities of NWESD"; the District shall provide \$12,582 (*twelve thousand five hundred eighty-two dollars*) per month for the equivalent of 2 (two) days per week of onsite technology support with one day as Technology Director and one day as Network Administrator, in addition the equivalent of one day of remote technology leadership and planning, as well as remote network support services as required to maintain the district's information technology infrastructure.

In addition, NWESD shall receive reimbursement estimated not to exceed a monthly amount of \$550 for travel and other expenses as identified below or authorized in advance by the District as reimbursable. NWESD shall receive reimbursement for travel expenses at current NWESD travel reimbursement rates. NWESD will provide a detailed breakdown of authorized expenses, identifying what was expended and when. Anticipated expenses include:

1. Ferry fares and parking.
2. Lodging and subsistence as necessary during periods of required travel.

3. District will pay an additional \$160 (one hundred sixty dollars) per month to cover the expense of NWESD providing a car on Orcas Island for travel from and to the ferry for the duration of this Interlocal Agreement.

The base Interlocal Agreement funding amount will be reviewed prior to April 15 of each annual renewal and adjusted, as necessary. The initial Interlocal Agreement is based on a cost estimate of the time and expertise required by the NWESD to deliver the services. Each year of this Interlocal Agreement will require both parties to evaluate the time and cost of the Interlocal Agreement based on: the services desired and/or needed in the future period and a base price increase based upon the most current CPI Index (the Seattle-Tacoma-Bremerton CPI-U bi-monthly and annual percent changes table for December of the previous year).

Should any services beyond the scope of this Interlocal Agreement be requested by the District or required of the NWESD, the NWESD will determine whether it has the expertise or capability to provide the services. Should the NWESD decide to provide the additional services, the NWESD and the District will negotiate an amount to be included in an addendum.

VI. ORGANIZATION AND GOVERNANCE

The parties agree the NWESD is authorized as the legal and administrative entity to govern and direct the operation of this Interlocal Agreement and the parties’ obligations hereunder in accordance with the terms of this Interlocal Agreement and the NWESD’s adopted policies and procedures.

The District shall identify for the NWESD a liaison for contact regarding services provided under terms of this Interlocal Agreement. The liaison shall be the primary District representative for authorizing services provided pursuant to this Interlocal Agreement under terms of this Interlocal Agreement. The liaison shall be the sole District authority for authorizing services provided pursuant to this Interlocal Agreement.

VII. PAYMENT PROVISIONS

All payments to the NWESD shall be conditioned upon:

1. The District or its designee determines that the services and support provided by the NWESD are satisfactory, provided that such determination shall be made within a reasonable time and not be unreasonably withheld.
2. The NWESD submits satisfactory invoices to the District’s Fiscal Department detailing the services and support rendered for requested payment within **30 days** after the month the services have been provided.
3. 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 delivery of satisfactory services and support and receipt of the appropriate invoices, whichever occurs later.

VIII. INTERLOCAL AGREEMENT MANAGERS

NWESD Agreement Manager		District Agreement Manager	
Name:	Les Valsquier	Name:	Eric Webb
Address:	1601 R Ave. Anacortes, WA 98221	Address:	557 School Rd. Eastsound, WA 98245
Phone:	360-299-4061	Phone:	360-376-1501
Email:	lvalsquier@nwesd.org	Email:	ewebb@orcas.k12.wa.us

IX. 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.

X. 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.

XI. 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.

XII. 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 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.

XIII. 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.

XIV. MUTUAL TERMINATION

This Interlocal Agreement may be terminated by mutual agreement by the parties.

XV. UNILATERAL TERMINATION BY DISTRICT

If the District withdraws from or terminates this Interlocal Agreement prior to the expiration of the initial term or any renewal term, the District acknowledges that such withdrawal or termination is likely to result in material adverse financial consequences to the NWESD. Accordingly, the District shall remain responsible

for obligations incurred or committed by the NWESD in reliance on this Interlocal Agreement prior to the effective date of termination. The District agrees that such amounts constitute a reasonable estimate of unrecovered operational and staffing costs and not a penalty and are a reasonable estimate of the damages to be incurred by the NWESD as a result of the District's early withdrawal or termination. In addition, if the Interlocal Agreement has been renewed and the District withdraws from or terminates the Interlocal Agreement within the final one hundred twenty (120) days of the then-current term, the District shall also be responsible for all costs related to personnel whose services would have been required to serve the District absent such withdrawal or termination and who cannot lawfully be terminated or non-renewed in a timely manner.

XVI. TERMINATION BY THE NWESD

If the District fails or neglects to perform its obligations under this Interlocal Agreement, including timely payment or cooperation necessary for the delivery of technology services and operational support, the NWESD may terminate this Interlocal Agreement upon thirty (30) days' prior written notice to the District. The NWESD may also terminate this Interlocal Agreement if the NWESD determines that it is no longer operationally, financially, or administratively feasible to continue providing the technology services and support contemplated by this Interlocal Agreement. In such event, the NWESD shall provide the District with written notice specifying the effective date of termination, which shall be no sooner than ninety (90) days following delivery of the notice to the District. Upon termination of this Interlocal Agreement, all equipment, systems, materials, and resources owned or acquired by the NWESD in support of the services provided under this Interlocal Agreement shall remain the property of the NWESD unless otherwise agreed in writing by the parties. 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' prior written notice to the breaching party, subject to any continuing obligations expressly identified in this Interlocal Agreement.

XVII. 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.

XVIII. ASSIGNMENT

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

XIX. 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.

XX. BREACH/DEFAULT WAIVER

No delay or failure on the part of the NWESD to exercise any rights under the Interlocal Agreement shall operate as a waiver of the NWESD's rights under this Interlocal Agreement. 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 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.

XXI. 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.

XXII. 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.

XXIII. 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.

XXIV. 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.

XXV. 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 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.

XXVI. 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

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 obligations under this Interlocal Agreement, 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.

XXVII. 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.

XXVIII. 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.

XXIX. 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.

XXX. SUSPENSION AND DEBARMENT

The NWESD certifies, and the District relies therein execution of this Interlocal Agreement that neither it nor its Principals are presently debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded for the award of contracts by any Federal governmental agency or department. "Principals", for the purposes of this certification, mean officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity. Further, the NWESD agrees to provide the District immediate written notice if, at any time during the term of this Interlocal Agreement, including any renewals hereof, it learns that its certification was erroneous when made or has become erroneous by reason of changed circumstances. The NWESD's certification via the execution of this Interlocal Agreement is a material representation of fact upon which the District has relied in entering into this Interlocal Agreement. Should the NWESD determine, at any time during this Interlocal Agreement, including any renewals hereof, that this certification is false, or should it become false due to changed circumstances, the District may terminate this Interlocal Agreement in accordance with the terms and conditions therein.

XXXI. 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.

XXXII. 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.

XXXIII. 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.

XXXIV. 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: _____

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

Resolution Number: _____ and Date Resolution was signed: _____

DocuSigned by:
Dr. Ismael Vivanco 6/24/2026
0EF5F61D5CAE402...
Dr. Ismael Vivanco, Superintendent Date
Northwest Educational Service District 189

Signed by:
Eric Webb 6/24/2026
B0856F777A24471...
Eric Webb, Superintendent Date
Orcas Island School District

NWESD Internal Approvals:
Fiscal: *UV* Initial
Program Manager: *UV*