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**Interlocal Agreement Between  
Washington School Information Processing Cooperative  
and QUINCY SCHOOL DISTRICT**

This interlocal agreement is between QUINCY SCHOOL DISTRICT (hereinafter "DISTRICT") and the Washington School Information Processing Cooperative, Everett, Washington (hereinafter "WSIPC").

WHEREAS, The Interlocal Cooperative Act, as amended, and codified in Ch. 39.34, RCW provides for interlocal cooperation between governmental agencies;

WHEREAS, WSIPC agrees to provide certain software and support products to the District, specifically the WSIPC IEP Online software and Translation Solution on a fee basis as defined in the Master Agreement between WSIPC and PCG Inc., ("Master Agreement") and the exhibits thereto;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is agreed as follows:

1. The parties will execute and abide by Exhibit B to the Master Agreement (Participating Entity Sublicense).
2. DURATION OF AGREEMENT-TERMINATION. The initial term of this agreement begins on the date of execution and continues through the next August 31<sup>st</sup>. Following the initial term, this agreement will automatically renew on September 1<sup>st</sup> of each year for successive one year terms, unless terminated in writing by either party for any reason prior to March 1<sup>st</sup> of the year of termination.
3. RESPONSIBILITIES OF WSIPC. WSIPC shall be responsible for maintaining and furnishing the necessary personnel, equipment, material and or/services necessary to provide the District with WSIPC'S IEP Online software and Translation Solution. WSIPC shall not disclose any personally identifiable student information as defined in 34 CFR Section 99.3 without the prior consent of the parent or eligible student and shall require the same from its contractor, PCG Inc.
  1. Tier Two support will be provided by WSIPC, staffed by high skill level team members.
  2. Tier Two support will be provided by PCG Inc. on an as needed basis.
4. RESPONSIBILITIES OF SCHOOL DISTRICT. The District will sign and thereby abide by this Interlocal Agreement and the Participating Entity Sublicense Agreement (Exhibit B). The District shall, in accordance with the aforementioned agreements:
  1. Perform all necessary actions to maintain operation of the software.
  2. Pay all license, maintenance and support fees associated with the Master Agreement (PCG Price Proposal) to WSIPC in a timely manner. The District's

Special Education enrollment as reported on their fall IDEA Federal Child Count Report will be used for fee calculations.

3. Designate two persons authorized to be contacts to request assistance, report problems, and other concerns to WSIPC and PCG Inc.
4. Provide Tier One support to your District.
5. LICENSE FEES. WSIPC will submit an invoice (to include all applicable taxes) for the initial license fee as well as the recurring fee upon contract signing. The District is required to furnish payment within thirty (30) days after contract signing or receipt of the invoice, whichever is earlier. See PCG Education Proposal to QUINCY SCHOOL DISTRICT
6. FUNDING. The method of funding shall be through budgeted funds or other available funds of the party for whose use the property is actually acquired. Each party accepts no responsibility for the payment of any license fees associated with IEP Online software and Translation Solution intended for use by the other party.
7. FILING. This agreement will become effective upon the date of filing as required by RCW 39.34.040.
8. INTERLOCAL COOPERATION DISCLOSURE. Pursuant to Ch. 39.34, RCW (Interlocal Cooperation Act) and to other provisions of law, WSIPC and the District hereby agree to cooperative governmental leasing and purchasing.
9. CONFIDENTIAL INFORMATION. The District acknowledges that it may receive Confidential Information of WSIPC, PCG Inc., or other parties. In addition to the requirements of Section 4 of Exhibit B to the Master Agreement, the District agrees that it shall not use or disclose any Confidential Information for any purpose beyond those expressly permitted under this Agreement, without the written consent of WSIPC.

For purposes of this Agreement, "Confidential Information" shall mean a party's product information, source code, database design, trade secrets, know-how, ideas, concepts, techniques, any business, financial, marketing or technical information (including but not limited to programmers' notes and design level documentation), all student information data, and any other information, whether or not identified as being confidential, where the information disclosed and/or the circumstances surrounding its disclosure would lead a reasonable person to believe that the information is confidential.

Provided, however, Confidential Information shall not include any portion of information that: (1) is in the possession of the Receiving Party prior to the receipt from the Disclosing Party, free of any restrictions and disclosure and use, from a source other than the Disclosing Party; (2) is in the public domain without breach of this Agreement; or (3) is independently developed by an employee of the Receiving Party who neither had access to nor otherwise benefited from the Disclosing Party's Confidential Information.

The District shall use the same degree of care to safeguard another's Confidential Information as it would its own, but in no case less than reasonable care, including not limited to, implementation of procedures reasonably necessary to ensure that all of the District's employees, agents and consultants who will have access to such Confidential Information are bound by a written agreement (adopted District Board of Directors policy is acceptable) substantially similar to the protections set forth in this Section, including a Statement that is sufficient to permit a party to enforce the provisions of such agreements directly against these individuals.

Upon the earlier of the termination of this Agreement or written request by WSIPC, any and all tangible and/or electronic forms of Confidential Information, (including without

limitation, copies, work papers, records and other information developed there from), shall immediately be destroyed or returned to WSIPC in accordance with WSIPC's written instructions.

Except in instances expressly excluded below, neither Party shall disclose any of the contents of this Agreement without first obtaining the written permission of the other Party.

The District will not be in breach of its non-disclosure obligations to the extent that it is legally compelled to disclose any Confidential Information pursuant to a statute, regulation or order of a court or regulatory authority, provided, that the District required to make such a disclosure immediately notifies WSIPC in writing of such requirement, and fully cooperates in taking appropriate protective measures to protect the Confidential Information as deemed necessary.

The parties acknowledge that in the event of any breach of the provisions set forth in this Article, WSIPC may suffer irreparable harm for which there is no adequate remedy at law. Therefore, WSIPC may, in addition to any other legal or equitable remedy, seek an injunction or similar equitable relief against such breach or any threatened breach.

10. HOLD HARMLESS. The District shall defend, indemnify and hold WSIPC harmless from any and all costs, expenses, and damages, including reasonable attorneys' fees, arising out of any claim alleging the District's improper release of Confidential Information.

11. Support Level Definitions.

District IEP Online and Translation Solution User

Reports problems as they are encountered to the District Tier I support person.

Tier I – District

The District Tier I support person is the first point of contact for the User. The Tier I support person takes information from the User about the severity and nature of the problem. If possible, the Tier I person attempts to walk the User through a solution. If trouble shooting fails, the problem is passed to Tier II (PCG/WSIPC) personnel. However, the Tier I person tracks the trouble and keeps the User informed of progress until resolution.

Tier II -PCG/WSIPC

Tier II personnel troubleshoot the problems reported to them from Tier I personnel. There may be some contact with the User in the process of troubleshooting. When a problem is resolved, Tier II personnel communicate this to the Tier I representative who, in turn, communicates to the User. A WSIPC Tier II contact will be the primary point of contact for technical issues while a PCG Tier II contact will be the primary point of contact for application issues.

Signed this 28th day of March, 2018.

By:

WSIPC  
2121 W. Casino Road  
Everett, WA 98204 -1472

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By:

DocuSigned by:  
  
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Nancy Walsh

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Title:

Chief Financial Officer

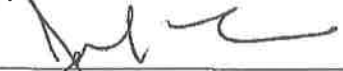

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By:

Quincy School District  
119 J St SW  
Quincy, WA 98848

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By:

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Title:

Superintendent

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