



FFS No. 1718-0051

INTERAGENCY AGREEMENT BETWEEN

**PUGET SOUND EDUCATIONAL SERVICE DISTRICT
800 Oakesdale Avenue SW
Renton, WA 98057-5221**

AND

**Puyallup School District
PO Box 370
Puyallup, WA 98371**

THIS AGREEMENT is made and entered into by and between PUGET SOUND EDUCATIONAL SERVICE DISTRICT, hereinafter referred to as "PSESD," and the Puyallup School District hereinafter referred to as the "DISTRICT."

IT IS THE PURPOSE OF THIS AGREEMENT to provide licensing, hosting and support of the PSESD Registration Management Online Tracking and Reporting Tool (the "Application".)

STATEMENT OF WORK

PSESD will host the Application subject to the provisions of the attached Service Level Agreement.

PSESD will license and provide up to twelve (12) hours of support for the purposes of attending to the support needs of the application and making minor changes to information presented within the Application. Hours not expended in this manner may not be used for other purposes/projects/upgrades and will expire at the end of this agreement.

DUTIES OF PSESD

PSESD and any employee of PSESD shall be subject to and shall comply with all of the requirements and duties of Washington law pertaining to those in public service who work with and around children, including but not limited to the following statutory provisions. The requirements and duties set forth therein shall apply to PSESD and its employees the same as if they were the District or employees of the District.

RCW 28A.400.303. Records checks for employees.

RCW 28A.400.330. Crimes against children; convictions or guilty pleas.

Failure to comply with this section shall be grounds for immediate termination of this contract.

RCW 28A.400.332. Use of persons, money, or property for private gain.

RCW 26.44.030. Reports of child abuse or neglect.

PSESD further agrees to train its employees about their obligations under this section before they begin providing services.

RCW 28A.400.317. Physical abuse or sexual misconduct by school employees; duty to report; training.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on September 1, 2017 and continue through August 31, 2018. This agreement may be renewed for subsequent one-year periods upon mutual written agreement of PSESD and DISTRICT.

ANNUAL FEE

The DISTRICT fee shall be **\$3,300.00**. Payment is due to PSESD within 30 days of invoicing. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount as stated in the Agreement Alterations and Amendments clause.

ADDITIONAL COMPENSATION

Should DISTRICT expend the entire allotment of support hours, additional hours are available at a rate of One Hundred Fifteen Dollars (\$115.00) per person per hour. If changes to the Application become necessary and are beyond the scope of support as determined by PSESD, the Project Change Request procedure attached shall be used, and must be approved by both parties. Work shall be compensated at a rate of One Hundred Fifteen Dollars (\$115.00) per person per hour.

RECORDS MAINTENANCE

The PSESD shall maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended in the performance of the service(s) 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 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.

RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the DISTRICT. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. Ownership of programmatic source code will remain the property of PSESD unless this agreement specifies otherwise in the Statement of Work.

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.

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.

INDEMNIFICATION / HOLD HARMLESS

Each party shall defend, indemnify and hold the other party, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of injuries and damages caused by each party's own negligence.

CONFIDENTIALITY/SECURITY

PSESD acknowledges that data, material and information which originates from this contract, and the data, material and information which will come into its possession in connection with performance under this contract, consists of confidential data owned by the DISTRICT or confidential personally identifiable data subject to the federal Family Educational Rights and Privacy Act, RCW 19.255.010, and other privacy laws, and that disclosure to or use by third parties would be damaging. PSESD, therefore, agrees to hold all such material and information in strictest confidence, not to make use thereof other than for the performance of this contract, to release it only to authorized employees and agents requiring such information and not release or disclose it to any other party. PSESD agrees to release such information or material only to employees and agents who have signed a written agreement expressly prohibiting disclosure.

PSESD operates as part of the Washington State Government K20 Network following security protocols established by the Washington State Government and approved by the Washington State Information Services Board. Data will, therefore, be K20 secure.

PSESD access to the data will be limited to the qualified members of the Technology Services department. All accesses to the system are logged and monitored. The servers will be housed in the Data Center located in the PSESD's Renton building. The Server Room is physically accessible only by authorized personnel. The Server Room temperature and humidity are maintained at levels prescribed by best practices. Data will be backed up hourly, daily and weekly. PSESD shall provide Backup Tape Vaulting which shall include off-site data protection for the weekly backup tapes.

TERMINATION

Either party may terminate this Agreement upon 30 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 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 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.

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, agreement 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. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

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:

- a. Applicable state and federal statutes and rules;
- b. Statement of work; and
- c. Any other provisions of the agreement, including materials incorporated by reference.

ASSIGNMENT

The work to be provided under this Agreement, and any claim arising there under, 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.

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.

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.

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.

DEBARMENT

By signing this contract, PSESD and the DISTRICT certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency and has authorization to enter into the attached contract.

CONTRACT MANAGEMENT

The program manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Program Manager for PSESD: Julie Rolling, (425) 917-7806
The Program Manager for DISTRICT: Randy Averill, (253) 841-8710

IN WITNESS WHEREOF, the parties have executed this Agreement.

PUYALLUP SCHOOL DISTRICT



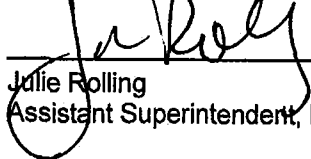
Signature Mark Knight

Name Exec. Director of Digital Ed. Platforms

Title

Date 9/25/17

PUGET SOUND EDUCATIONAL SERVICE DISTRICT



Julie Rolling Date 8/24/17
Assistant Superintendent, LTFS

BUSINESS OFFICE USE ONLY	
Customer Number: _____	Approved by/date: _____
Account Codes: 960: < > 1819-13*	Amount: \$3,300.00
Invoiced date/number: _____	
Comments: _____	
Copies mailed: Department _____	Customer: _____

Service Level Agreement
PSESD – Hosting and Support Services

- I. **Services** - This SLA specifies the services to be provided under the Agreement beginning on or as soon as practical after the Effective Date contained in the Agreement.
- II. **Hosting Services**
1. Application Hosting
 2. 24/7 ping test application monitoring
 3. Database backup (Daily)
 4. Data and Physical Security Services
 5. Other standard PSESD Data Center System Support and Upgrade Services
- III. **Support Services**
1. PSESD will provide application support for features and functionality initially purchased. Any modules or features not initially purchased may be added as specified in the agreement.
 2. PSESD will provide support for connectivity issues related to transmitting and receiving information from PSESD's Data Center.
 3. DISTRICT program manager will designate, in writing, no more than two persons total, which will be responsible for contacting PSESD for telephone or email support for service requests and connectivity issues.
 4. PSESD's technical support personnel will be available by telephone and email to answer questions and to help identify, verify, and resolve service issues.
 5. Telephone (425-917-7688) and email (support@psed.org) Support will be made available during normal business hours defined as Monday through Friday, 8:00 a.m. to 5 p.m., Pacific Time (except PSESD holidays).
- IV. **Fees** – DISTRICT will pay all fees due according to the Payment Section in the Interagency Fee for Services Agreement. Any requests for changes will be at the rate of \$115/hour and will require a detailed purchase order from the district, approved by the DISTRICT Program Manager.
- V. **System Performance**
1. 99% uptime (annual) for the Application, except for scheduled maintenance, which will be scheduled outside business hours and will not exceed 6 hours per month
 2. 24x7x365 access to the Application for authorized users, except for the scheduled maintenance described above or outage within the tolerance of stated uptime.
 3. Upgrades at reasonable intervals to hosting equipment, software, and other hosting infrastructure as reasonably selected by PSESD may be made by PSESD without penalty when made with at least 48 hours notice.
- VI. **Service Level Warranty** - In the event DISTRICT is unable to access the Application for more than one (1) hour, due to PSESD's failure to provide the Application services for reasons within PSESD's reasonable control and not as a result of any actions or inactions of the DISTRICT's or any third parties (including DISTRICT Equipment and third party equipment), PSESD will, upon DISTRICT's request, credit DISTRICT's account the pro rata connectivity charges for one-half (1/2) day of service, up to an aggregate maximum credit of connectivity charges for seven (7) days of service in any one (1) calendar month. For purposes of the foregoing, "unable to transmit and receive" shall mean sustained packet loss in excess of 50 percent.
- VII. **Disclaimer of Actions Caused by and/or Under the Control of Third Parties**
PSESD does not and cannot control the flow of data to or from PSESD's Data Center and other portions of the internet. Such flow depends in large part on the performance of the internet services provided by or controlled by third parties. At times, actions or inactions caused by these third parties can produce situations in which PSESD's DISTRICT's connections to the internet may be impaired or disrupted. Although PSESD will take actions it deems appropriate to remedy and avoid such events, PSESD cannot guarantee that they will not occur. Accordingly, PSESD disclaims any and all liability resulting from or related to such events.

Project Change Control Procedure

It may become necessary to amend the Statement of Work for reasons including, but not limited to, the following:

- Discretionary changes to the project schedule
- Discretionary changes in the scope of the project
- Lack of access to client personnel necessary to complete project

In the event that it is necessary to change this Statement of Work, the following process shall be followed: A Project Change Request (PCR) shall be the vehicle for communicating change.

1. The PCR shall describe the change, reasons for the change, and the effect the change shall have on the project, which may include scheduling changes, or pricing.
2. A PCR may be initiated by either PSESD or the DISTRICT. The Program Manager for the requesting party shall review the proposed change and determine whether to submit the request to the other party.
3. Review of the proposed change shall result in an approval or rejection. If further investigation on the part of PSESD is requested in order to determine the scope of the change, any charges for that investigation shall be outlined.
4. Both parties shall sign the PCR, indicating the acceptance of both parties' to the changes, which may affect pricing, schedules, and contractual commitments.
5. Upon acceptance of the change request by both Program Managers, the scope of work and costs shall be modified appropriately, and the changes shall be incorporated into the project.
6. The Purchase Order affected by the change shall be indicated on the PCR, and the original contract number and PCR Number shall be referenced when invoicing for any additional charges against the P.O.

Project Change Request (PCR)

Date: _____

Requester Name: _____

Original Contract FFS No: _____ PCR Number: _____

Nature of the proposed change:

Reason for the change:

Impact to Project Schedule:

Impact to Project Cost:

- o Estimated additional hours: _____
- o Hourly rate: \$ _____
- o Total Estimated Cost: \$ _____

Impact to Project Resource Availability:

Other:

Purchase Order # for Changes: _____

PSESD Program Manager Signature: _____ Date: _____ Reject Approve

DISTRICT Program Manager Signature: _____ Date: _____ Reject Approved