

HIGHLINE SCHOOL DISTRICT NO. 401

RESOLUTION NO. 06-24

**MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT BETWEEN GOVMVMT
PURCHASING COOPERATIVE AND HIGHLINE SCHOOL DISTRICT NO. 401**

This Master Intergovernmental Cooperative Purchasing Agreement (“Agreement”) is entered into by and between those certain government agencies that execute a Lead Public Agency Certificate (collectively, “Lead Public Agencies”) to be appended and made a part hereof and other government agencies who register to participate in the GovMVMT Purchasing Cooperative (“Participating Public Agencies”).

WHEREAS, after a competitive solicitation and selection process by Lead Public Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers (each, a “Contract Supplier”) have entered into awarded agreements (“Master Agreements”) with Lead Public Agencies to provide a variety of goods, products and services (“Products and Services”) to the applicable Lead Public Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Lead Public Agencies through GovMVMT Purchasing Cooperative and provide that Participating Public Agencies may purchase Products and Services at the same terms, conditions and pricing as the Lead Public Agency, subject to any applicable Federal laws, local purchasing ordinances and laws of the State of purchase;

WHEREAS, the parties desire to comply with the requirements and formalities of any intergovernmental cooperative act, if applicable, to the laws of the State of purchase;

WHEREAS, the parties hereto desire to conserve resources and reduce procurement cost; and

WHEREAS, the parties hereto desire to improve the efficiency, effectiveness and economy of the procurement of necessary Products and Services.

NOW, THEREFORE:

BE IT RESOLVED by the Board of Directors of Highline School District No. 401, King County, Washington, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, agrees as follows:

Section 1: Each party will facilitate the cooperative procurement of Products and Services.

Section 2: The Participating Public Agency shall ensure that the procurement of Products and Services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations, and “safe harbor” regulations that govern the Participating Public Agency’s procurement practices.

Section 3: The cooperative use of Master Agreements obtained by a Participating Public Agency shall be in accordance with the terms and conditions of the applicable Master Agreement, except as modification of those terms and conditions is otherwise allowed or required by applicable law.

Section 4: The Lead Public Agencies will make available, upon reasonable request, information regarding the Master Agreement which may assist in improving the procurement of Products and Service by the Participating Public Agencies.

Section 5: The Participating Public Agency will make timely payments to the Contract Supplier for Products and Services received in accordance with the terms and conditions of the procurement. Payment,

inspections and acceptance of Products and Services ordered by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency. Disputes between the Participating Public Agency and Contract Supplier are to be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Participating Public Agency and Contract Supplier.

Section 6: The Participating Public Agency shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar Products or Services. Master Agreements may be structured with not-to-exceed pricing, in which case the Contract Supplier may offer the Participating Public Agency and the Participating Public Agency may accept lower pricing or additional concessions for purchase of Product and Services through the Master Agreement.

Section 7: The Participating Public Agency shall be responsible for the ordering of Products and Services under this Agreement. The Lead Public Agency or any other party shall not be liable in any manner for any violation by the Participating Public Agency, and, to the extent permitted by applicable law, the Participating Public Agency shall hold the Lead Public Agency and any other party harmless from any liability that may arise from the acts or omissions of the Participating Public Agency.

Section 8: This Agreement and Master Agreements are made by and between Lead Public Agencies, Contract Suppliers, and Participating Public Agencies, as applicable. As such, GovMVMT shall no liability and expressly disclaim all express or implied representations and warranties regarding any Master Agreements, including any terms, conditions, Products and Services of said Master Agreements. The Participating Public Agency hereby releases GovMVMT of any and all claims arising from any Master Agreement or the Participating Public Agency's participation in GovMVMT, including any acts or omissions by a Contract Supplier or Lead Public Agency.

Section 9: The exercise of any rights or remedies by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency.

Section 10: This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of the Agreement shall survive any such termination.

Section 11: The Agreement shall be effective after execution of the Lead PublicAgency Certificate by the Lead Public Agency and the completed registration of the Participating Public Agency with GovMVMT.

Section 12: Should any portion of this Agreement be declared or determined by any court to be illegal, invalid or unenforceable, the illegal, invalid, or unenforceable portion of this Agreement shall be interpreted as narrowly as possible and shall be deemed stricken and severed from this Agreement, and all other parts, terms, provisions, and portions of this Agreement shall remain unaffected and shall be given full force and effect.

ADOPTED this first day of May, 2024. *(use date of School Board action)*

HIGHLINE SCHOOL DISTRICT NO. 401



Angelica Alvarez (May 3, 2024 06:37 PDT)




Joe Van (May 2, 2024 19:35 PDT)



Azeb Hagos (May 2, 2024 19:41 PDT)



Stephanie Tidholm (May 2, 2024 19:22 PDT)


Melissa Petrini (May 6, 2024 07:15 PDT)

Board of Directors

I, Ivan Duran, Secretary to the Board of Directors of Highline School District No. 401, do hereby certify that the above is a true and accurate copy of Resolution No. 06-24 for the use and purpose intended.


Ivan Duran (May 6, 2024 10:05 PDT)

Ivan Duran, Ed.D.
Secretary to the Board