

HIGHLINE SCHOOL DISTRICT NO. 401

RESOLUTION NO. 05-24

INTERLOCAL CONTRACT – INTERSTATE BETWEEN HARRIS COUNTY DEPARTMENT OF EDUCATION & HIGHLINE SCHOOL DISTRICT NO. 401

WHEREAS, Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, this Interstate Contract (“Contract”) is made and entered into by and between the Harris County Department of Education (“HCDE”), located in Houston, Texas, and the Highline School District No. 401 (“Entity”), located in Burien, Washington, for the purpose of allowing Entity to purchase services under the same terms, conditions, and prices as are available to all participants of HCDE’s Choice Partners cooperative.

WHEREAS, HCDE is a local governmental entity established to promote education in Harris County, Texas and is also duly authorized to provide programs and services in the State of Texas and to agencies of other states, pursuant to Texas Government Code § 791.011(b)(2). Both HCDE and Entity desire to set forth, in writing, the terms and conditions of their agreement.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Highline School District No. 401, King County, Washington:

In consideration of the mutual covenants and conditions contained in this Contract and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties are intending to be legally bound agree as follows:

Section 1: Term. This Contract is effective from the date of the first signature and shall automatically renew unless either party gives thirty (30) days prior written notice of non-renewal. This Contract may be terminated by either party with or without cause with thirty (30) days written notice. See other means of terminating the contract in Section 11, below. Any such notice shall be sent according to Section 8.

Section 2: Agreement. The terms of this Contract shall apply and will be considered a part of any Addendum for programs and services delivered by HCDE. The Contract and the attached and incorporated Addendum, purchase orders, or exhibits, if any, contain the entire agreement of the parties and there are no representations, agreements, arrangements, or undertakings, oral or written, between the parties to this Contract other than those set forth in this Contract and duly executed in writing.

Section 3: Purpose and Scope of Work.

Section 3A: HCDE –

Section 3A(1): Represents that it has secured the vendor(s)’ agreement to provide commodities and/or services to its non-Texas members under the terms, conditions, and prices as contracted for Texas governmental entities.

Section 3A (2): Represents that it has reviewed the contract(s) and determined that it complies with any and all applicable rules, regulations, and statutes applicable to competitive procurement and cooperative purchasing in the State of Texas.

Section 3B: Entity –

Section 3B(1): Agrees that it is Entity’s responsibility to ensure that its State’s rules, regulations, and statutes applicable to competitive procurement and cooperative purchasing allow Entity’s participation in out-of-state contracts.

Section 3B(2): Agrees that it shall issue any and all purchase orders or other applicable authorizations for purchases made on its behalf to Choice Partner's vendors.

Section 3B(3): Agrees that it shall provide Choice Partners with a copy of any contract or purchase order based on a Choice Partners contract.

Section 3B(4): Agrees to follow the terms and conditions of each independent contract or purchase orders for each Choice Partner vendor.

Section 4: As is. HCDE makes this Contract available to Choice Partners participating entities "as is" and are under no obligation to revise the terms, conditions, scope, prices, and/or any other requirements of the Contract for the benefit of Entity.

Section 5: Assignment. Neither this Contract nor any duties or obligations entered in subsequent contracts because of this agreement shall be assignable by either party without the prior written acknowledgment and authorization of both parties.

Section 6: Conflict of Interest. During the Term of HCDE's service to Entity, Entity, its personnel and agents, shall not, directly or indirectly, whether for Entity's own account or with any other person or entity whatsoever, employ, solicit or endeavor to entice away any person who is employed by HCDE.

Section 7: Contract Amendment. This Contract shall not be altered, changed, or amended except by the mutual agreement of all parties in writing to be attached to and incorporated into this Contract.

Section 8: Notice. Any notice provided under the terms of this Contract by either party to the other shall be in writing and shall be sent by certified mail, return receipt requested. Notice to shall be sufficient if made or addressed as follows:

Harris County Department of Education
Attn: James Colbert, Jr.
County School Superintendent
6300 Irvington Blvd.
Houston, Texas 77022
Phone: 713-694-6300

Entity: Highline School District No. 401
Attn: Tracey David
Title: Assistant Director, Procurement
Address: 15675 Ambaum Blvd SW
City, State, Zip: Burien, WA, 98146
Phone: 206-631-3202
Email: tracey.david@highlineschools.org

Section 9: Relation of Parties. It is the intention of the parties that Entity is independent of HCDE and is not an employee, agent, joint venturer, or partner of HCDE and nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between HCDE and Entity or HCDE and any of Entity's agents.

Section 10: Non-Exclusivity of Services. Nothing in this Contract may be construed to imply that HCDE has exclusive right to provide Entity these services. During the Term of Contract, Entity reserves the right to

use all available resources to procure other services as needed and, in doing so, will not violate any rights of HCDE.

Section 11: Termination. This Contract may be terminated prior to the expiration of the Term hereof as follows:

Section 11(1): By Entity upon 30 days notice if the work/service is not provided in a satisfactory and proper manner after a remedy has been reported and discussed;

Section 11(2): By mutual written agreement of the parties, upon thirty (30) days prior notice;

Section 11(3): By either party by giving thirty (30) days written notice to the other party; or

Section 11(4): By either party immediately if the other party commits a material breach any of the terms of this Contract and no remedial action can be agreed upon by the parties.

Section 12: Master Contract. This Contract can be utilized as the Master Contract. The general terms and conditions in this Contract will serve to outline the working relationship between HCDE and Entity. Both parties agree to allow the Entity to use any or all of the following programs and/or services with no charge from HCDE including Choice Partners.

Entity agrees to adhere to the terms and conditions set forth for the programs and/or services as contracted under these programs. All other programs and/or services provided by HCDE requiring a fee will need an addendum to the approved Master Interstate Contract. The specific terms and conditions of the addendum will govern that individual contract. In the case of a conflict between the Contract and any addendum, the provisions of the addendum will govern.

Section 13: Severability. In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegality, or unenforceable provision had never been contained in it.

Section 14: Authorization. Each party acknowledges that the governing body of each party to the Contract has authorized this Contract.

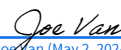
Section 15: Benefit for Signatory Parties Only. Neither this Contract, nor any term or provisions hereof, nor any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.

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 19:23 PDT)



Melissa Petrini (May 5, 2024 19:19 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. 05-24 for the use and purpose intended.

Ivan Duran
Ivan Duran (May 7, 2024 09:03 PDT)

Ivan Duran, Ed.D.
Secretary to the Board