

HIGHLINE SCHOOL DISTRICT NO. 401

RESOLUTION NO. 04-24

INTERLOCAL AGREEMENT BETWEEN AUBURN SCHOOL DISTRICT, #408 AND HIGHLINE SCHOOL DISTRICT, #401

WHEREAS, This INTERLOCAL AGREEMENT (“Agreement”) is entered into by and between AUBURN SCHOOL DISTRICT No. 408 and HIGHLINE SCHOOL DISTRICT No. 401, legally referenced as HIGHLINE PUBLIC SCHOOLS (collectively referred to herein as the “Parties”). The Parties hereby enter into this Agreement as of the date of execution for the purposes and under the terms contained herein.

WHEREAS, each of the Parties is a duly constituted public agency, as that term is defined by RCW 39.34.020; School District, organized and existing under and by virtue of the laws of the State of Washington;

WHEREAS, the Interlocal Cooperation Act, Chapter 39.34 RCW, provides for cooperation between public agencies;

WHEREAS, the Parties are required to make certain purchases by a formal advertisement and bid process, and incur certain expenses, and it is in the public interest for the parties to cooperate in purchasing activities to obtain the most favorable pricing for each Party and to reduce duplicative activities;

WHEREAS, the Parties recognize and find that this Agreement will permit the Parties to make the most efficient use of their powers by enabling them to cooperate with each other on a basis of mutual advantage and that it is in each of their best interests to cooperate and join in certain purchasing activities;

NOW THEREFORE:

BE IT RESOLVED by the Board of Directors of Highline School District No. 401, King County, Washington, for and in consideration of the promises and covenants contained herein and the mutual benefits to be derived therefrom, agrees as follows:

Section 1: Purpose. The purpose of this Agreement is to allow HIGHLINE SCHOOL DISTRICT No. 401 to purchase Fresh Produce Product through RFP 23-004 executed and administered by AUBURN SCHOOL DISTRICT No. 408 on RFP #23-004 with one or more third party vendors.

Section 2: Scope. This agreement shall allow the following activities:

Section 2A: Purchase or acquisition of Fresh Produce Products by each Party acting as the agent for either or both Parties; or

Section 2B: Purchase or acquisition of Fresh Produce Products by each Party directly from a third party vendor where if a provision has been made in a contract with that third party vendor for other agencies to avail themselves of the goods and services offered under the contract.

Section 3: Duration. This Agreement shall become effective once it is fully executed and posted on each respective Parties’ website. The Agreement shall remain in force until either (i) terminated by either Party according to the terms herein, or (ii) when RFP #23-004 expires, whichever should happen first.

Section 4: Termination. Either Party may terminate this Agreement upon thirty (30) days written notice to the other Party. Otherwise, it shall terminate upon expiration of RFP #23-004.

Section 5: Administration of Agreement. It is not the intent of the Parties, nor shall this Agreement be interpreted, to create a new or separate legal entity for the performance of this Agreement. Instead, the Boards of both Parties shall jointly administer this Agreement.

Section 6: Manner of Acquiring, Holding, and Disposing of Property. The Party purchasing Fresh Produce Products under this Agreement shall be solely responsible for acquiring the real or personal property it purchases, and all such property shall be held in that Party's name. That Party shall also have primary responsibility for disposing of such property for the duration of the Agreement and upon termination of the Agreement.

Section 7: Manner of Financing. The method of financing this Agreement shall be through budgeted funds or other available funds of the Party for whose use the property is actually acquired or disposed. Each Party accepts no responsibility for the payment of goods or services acquired for the sole and exclusive use of the other Party.

Section 8: Budget. The Party purchasing the Fresh Produce Products under this Agreement shall be responsible for all budget and accounting procedures related to such purchases.

Section 9: Compliance with Bidding Requirements. The Party contracting with a third party vendor through a bid, proposal or contract (the lead agency) shall comply with its statutory requirements regarding notice for bids or proposals for goods or services subject to this Agreement, and the lead agency shall either post the bid or solicitation notice on a website established and maintained by a public agency, purchasing cooperative, or similar service provider, for purposes of posting public notice of bid or proposal solicitations, or shall provide an access link to the notice on the State of Washington's web portal.

Section 10: Adoption of Agreement. The Board of Directors for each Party authorizes this Agreement and has or will take action by resolution, motion, or other necessary action to approve this Agreement.

Section 11: Independent Right to Contract. Each Party reserves the right to contract for the purchase or disposal of any particular class of goods or services, with or without notice being given to the other Party.

Section 12: No Obligation. This Agreement does not obligate either Party to acquire goods or services or dispose property through the contractual agreements of the other Party.

Section 13: Amendments. This Agreement may be amended or modified by mutual agreement of the Parties. Any amendment or modification shall be in writing, signed and duly approved by the Boards of both Parties.

Section 14: Governing Law. The terms of this Agreement shall be governed by the laws of the State of Washington.

Section 15: Signature Blocks. The Parties acknowledge that they have read, understand and accept this Agreement, including any supplements or attachments, and that this Agreement constitutes the entire agreement between them and supersedes all other communications, written or oral, relating to the subject matter of this Agreement.

ADOPTED this 17th day of April 2024.

HIGHLINE SCHOOL DISTRICT NO. 401

Angelica Alvarez

Angelica Alvarez (Apr 26, 2024 16:26 PDT)

Azeb Hagos

Azeb Hagos (Apr 24, 2024 17:59 PDT)

Melissa Petrini

Melissa Petrini (Apr 24, 2024 21:32 PDT)

Stephanie Tidholm

Stephanie Tidholm (Apr 24, 2024 17:38 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. 04-24 for the use and purpose intended.

Ivan Duran

Ivan Duran (Apr 26, 2024 16:50 PDT)

Ivan Duran, Ed.D.
Secretary to the Board