

HIGHLINE SCHOOL DISTRICT NO. 401

RESOLUTION NO. 09-25 Interlocal Agreement with Equalis Group

WHEREAS, after a competitive solicitation and selection process conducted by a Lead Agency, that Lead Agency may enter into master agreements (“Master Agreements”) with awarded suppliers to provide a variety of goods, products, and services (“Products”) to the applicable Lead Agency and Purchasing Group Members;

WHEREAS, Master Agreements are made available to Purchasing Group Members by Lead Agencies through the Equalis Group Purchasing Program and provide that Purchasing Group Members may voluntarily purchase Products on the same terms, conditions, and pricing as the Lead Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the Equalis Group Purchasing Program may, from time to time, offer Purchasing Group Members the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE: in consideration of the mutual covenants contained herein and of the mutual benefits to result, the parties hereto agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The procurement of Products by this Purchasing Group Member (Highline Public Schools, hereafter “Highline”) shall be conducted in accordance with and subject to the relevant federal, state, and local statutes, ordinances, rules, and regulations that govern Highline’s procurement practices.
3. The cooperative use of Master Agreements and other group purchasing agreements shall be conducted in accordance with the terms and conditions of such agreements, except as modification of those terms and conditions is otherwise allowed or required by applicable federal, state, or local law.
4. The Lead Agencies will make available, upon reasonable request and subject to convenience, information about Master Agreements which may assist in facilitating and improving the procurement of Products by Highline.
5. Highline agrees that Equalis Group Purchasing Program may provide access to group purchasing organization (“GPO”) agreements directly or indirectly by enrolling Highline in another GPO’s purchasing program; provided that the purchase of Products shall be at Highline’s sole discretion.
6. Highline shall make timely payments to the distributor, manufacturer, or other vendor (each a “Supplier”) for Products procured and received through any Master Agreement or GPO group purchasing agreement (each an “Equalis Agreement”) in accordance with the terms and conditions of this Agreement and of the Equalis Agreement, as applicable.
7. Highline acknowledges and agrees that Equalis Group may receive fees (“Administrative Fees”) from Suppliers, which are typically calculated as a percentage of the dollar value of purchases made by Highline under an Equalis Agreement. Equalis Group’s standard Administrative Fees are two percent (2%) or less. Equalis Group shall provide Highline with access to a listing of Equalis Agreements that provide for the payment to Equalis of Administrative Fee in excess of three percent (3%). Additionally, Equalis Group shall provide Highline access to an annual report listing Highline’s purchases of Products through Equalis Agreements and the associated Administrative Fees received by Equalis Group.

8. Highline agrees that Products purchased under Equalis Agreements are for Highline's own use in the conduct of its business, and in no event shall Highline sell, resell, lease, or otherwise transfer goods purchased through Equalis Agreements to an unrelated third party unless expressly permitted by the terms of the applicable Equalis Agreement.
9. Payment for Products and inspections and acceptance of Products ordered by Highline shall be the exclusive obligation of Highline. Disputes between Highline and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by Highline and the Supplier. The exercise of any rights or remedies by Highline shall be the exclusive obligation of Highline.
10. Highline shall not use this Agreement or the terms and conditions of any Equalis Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
11. Highline shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a party procuring Products under this Agreement. Without limiting the generality of the foregoing, Equalis Group Purchasing Program makes no representations or warranties regarding any Product or Equalis Agreement and shall have no liability for any act or omission by a Supplier or other party under an Equalis Agreement.
12. This Agreement shall remain in effect unless terminated by one party giving thirty (30) days' written notice to the other party. The provisions of Sections 5, 6, 7, 8, and 9 hereof shall survive any such termination.
13. If any term or provision of this Agreement is held invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
14. This Agreement and the rights and obligations hereunder may not be assignable by either party hereto without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed, provided, however, that Highline and Equalis Group may assign their respective rights and obligations under this Agreement without the consent of the other party in the event either Highline or Equalis Group shall hereafter effect a corporate reorganization, consolidation, merger, merge into, sell to, or transfer all or substantially all of its properties or assets to another entity. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and assigns. Any instrument purporting to make an assignment in violation of this Section 14 will be null and void.
15. This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.
16. Equalis shall not be liable to Purchasing Group for any action, or failure to take action, of a Supplier in connection with the performance of Supplier's obligations under an Equalis Agreement.
17. Each party to this Agreement acknowledges it has read the Agreement and represents and warrants that it has the necessary legal authority and is legally authorized to execute and enter into this Agreement.

18. This Agreement shall take effect upon Highline (i) executing a copy of this Agreement.

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

ADOPTED this 2nd day of July 2025.

HIGHLINE SCHOOL DISTRICT NO. 401

The image shows five handwritten signatures in blue ink, each written over a horizontal line. The signatures are stylized and cursive. The last signature is clearly legible as "Angelique".

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. 09-25 for the use and purpose intended.

The image shows a handwritten signature in black ink, written over a horizontal line. The signature is cursive and appears to read "Ivan Duran".

Ivan Duran, Ed.D.
Secretary to the Board