

INTERSTATE ASSOCIATE MEMBERSHIP AGREEMENT
BETWEEN KING COUNTY DIRECTORS' ASSOCIATION AND

Whereas, King County Directors' Association is authorized by RCW 39.34 to enter into an agreement with other public agencies to purchase any and all merchandise otherwise available to public school districts; and Whereas the CITY OF UNIVERSITY PL. desires to enter into an agreement with King County Directors' Association authorizing said institution to purchase supplies, equipment and materials through King County Directors' Association; now therefore,

It is mutually agreed as follows:

1. King County Directors' Association (hereinafter referred to as "KCDA"), hereby agrees to sell to the undersigned institution supplies, equipment and materials, hereinafter referred to as "goods", as set forth in its current catalog(s), from existing inventory and special purchases, at current cost factors plus variable administrative fees for services rendered.
2. The undersigned institution agrees to pay for all items purchased within forty (40) days from the date of shipment from KCDA's warehouse or supplier.
3. Title to goods (except for the security interest retained under the Uniform Commercial Code, Title 62 RCW) shall pass on shipment or delivery to a common carrier, whichever occurs earlier, and all risk of loss shall pass to the purchaser on shipment or delivery to a common carrier.
4. In the event it is necessary for KCDA to employ the services of an attorney to enforce any provision hereof, or to collect any money due under the terms hereof, the purchaser agrees to pay the reasonable cost thereof including all costs and fees incurred in connection therewith. In the event it is necessary for KCDA to commence a legal action with respect to the enforcement of this agreement, the parties stipulate as follows:
 - (a) the contract was formed in the State of Washington;
 - (b) the contract shall be construed in accordance with the laws of the State of Washington; and
 - (c) the action shall be commenced and tried in the superior court for King County, Washington.
5. It is further understood and agreed that KCDA is obligated to supply equipment, materials and supplies only if available and to secure the same at the best prices possible and that KCDA will not be liable to the undersigned institution in the event it is unable to supply or provide any supplies, materials or equipment requested by the undersigned institution.
6. Either party may cancel this agreement on thirty (30) days written notice.
7. The undersigned institution does not claim any proprietary interest of any nature whatsoever in KCDA or any funds or assets held by KCDA, and it is further agreed that the undersigned institution will not be liable for any of the general obligations of KCDA and shall be limited with respect to its liability to the extent provided for herein.
8. In the event KCDA is determined to be subject to any additional tax, charges or fees by the State of Washington or other municipal governmental entities as a result of entering into this agreement, the undersigned institution agrees to pay in addition to all other amounts specified herein the additional tax, whether B & O tax, sales tax, or other excise tax, or any other tax, and in addition, agrees to indemnify and hold KCDA harmless with respect to defending any action brought by the Department of Revenue or any other state or municipal entity claiming that such tax(s) is/are due, including attorney's fees and costs incurred therein.
9. Time is of the essence to this Agreement.
10. The undersigned institution agrees to abide by all of the general rules and regulations and policies of KCDA as heretofore or hereafter adopted, including as provided for in the interlocal agreement which authorizes the formation of KCDA under RCW 39.34, and including amendments thereto.

Dated this 3RD day of July, 2008

School District/Public Agency Name: CITY OF UNIVERSITY PLACE

By (signature of person authorized): [Signature]

Print above name: ROBERT W. JEAN

Title (of above person): CITY MANAGER

Physical Address: 3715 BRIDGEPORT WAY WEST
UNIVERSITY PLACE, WA 98466
(253) 566-5656

Phone: P18R0E

County in which located: (253) 566-5658

Fax Number: CITY OF UP.COM

E-Mail Address: _____

[Signature]
KCDA Chief Financial Officer

7/9/08
Date