

**WASHINGTON ASSOCIATE MEMBERSHIP
AGREEMENT – PUBLIC AGENCIES
(Intergovernmental Cooperative
Purchasing/Procurement Agreement)**

PURSUANT TO CHAPTER 39.34 RCW and to other provisions of law, the King County Directors' Association, hereinafter called "KCDA", and the following named public agency of the State of Washington, Port of Benton, hereinafter called "the public agency", hereby agree to cooperative Governmental purchasing and procurement upon the following terms and conditions:

1. KCDA, in contracting for the purchase of merchandise, supplies and equipment (hereinafter referred to as "goods") and procurement of service for the member public school districts, agrees to contract also on behalf of the public agency, to the extent permitted by law and agreed upon by the parties.
2. KCDA will contract for the purchase of goods and services according to the laws and regulations governing purchases by and on behalf of the public school system of the State of Washington. The public agency accepts responsibility for compliance with any additional or varying laws and regulations governing purchases or procurement by or on behalf of the public agency in question.
3. The public agency reserves the right to contract independently for the purchase of any particular class of goods or services, with or without notice to KCDA.
4. KCDA reserves the right to exclude the undersigned public agency, or any class containing the undersigned public agency, from any particular purchasing contract, with or without notice to the public agency.
5. The public agency agrees to pay for goods and services as billed by KCDA upon completion of transfer of goods or performance of services per normal terms as established by KCDA, unless otherwise provided in the contract governing such purchase or service. Any additional expense incurred by KCDA in regard to any transaction for the public agency shall be paid by the public agency.
 - A. Charter Schools. For purchase orders that exceed \$10,000, charter schools, as defined in the State of Washington RCW's, must either pay for the purchase/procurement in advance, or provide a cash/surety bond benefitting KCDA, prior to the completion of transfer of goods or performance of services.
6. This agreement will be filed with the county auditor or listed by subject on a public agency's website prior to its entry into force. Following such filing and/or posting, it shall continue in force in perpetuity, except that either party may cancel this agreement on thirty (30) days written notice.
7. Contacts:

A. Public Agency: Port of Benton
 Name of Individual: Diahann Howard
 Phone: (509) 375-3060 Fax () E-Mail: info@portofbenton.com

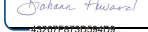
B. KCDA (425) 251-8115
 18639 80th Ave. S. (98032) 1-800-422-5019
 P.O. Box 5550 Fax (253) 395-5402
 Kent, WA 98064-5550 E-Mail www.kcda.org

Date: January 22, 2024 Loc. Code Tax: _____

Agency Name Port of Benton

Physical Address: 3250 Port of Benton Blvd, Richland, WA 99354

Printed Name: Diahann Howard

Signature: 

Title: Executive Director

Telephone Number: (509) 375-3060

Fax Number: _____

E-Mail Address: dhoward@portofbenton.com

1/22/2024

KCDA Chief Financial Officer

Date