

**INTERAGENCY AGREEMENT
BETWEEN
STATE OF WASHINGTON
DEPARTMENT OF GENERAL ADMINISTRATION
AND
CITY OF BURIEN**

THIS AGREEMENT is made and entered into by and between the Department of General Administration, Services Division, Materials Management Center, Surplus Property, hereinafter referred to as "GA" and the City of Burien, hereinafter referred to as "CITY" pursuant to the authority granted by Chapter 39.34 RCW.

IT IS THE PURPOSE OF THIS AGREEMENT to provide Surplus Property services for CITY.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, or attached and incorporated by reference and made a part hereof, the above named parties mutually agree as follows:

1. STATEMENT OF WORK

GA, under its authority in RCW 43.19.1919, acting on behalf of CITY shall furnish the necessary personnel and services and otherwise do all things necessary for or incidental to the performance of the work set forth in this Agreement.

GA agrees to sell vehicles, equipment and other personal property, except for hazardous materials, that are declared surplus and turned over to GA for disposal. All surplus property turned over to GA is publicly advertised via the GA website (www.ga.wa.gov/surplus). Methods for selling surplus property will include, but are not limited to:

1. Priority Sales (See WAC 236-48-190)
2. Public Sales
3. Internet Sales

A. GA agrees to provide the following services:

1. Properly store and assume responsibility for the safekeeping of all vehicles, equipment and other personal property.
2. Endeavor to obtain resale prices equal to the industry standard trade-in or quick sale equipment values.
3. Sell surplus property turned over to GA in a timely manner, collect payment from buyer, and reimburse CITY the proceeds of sales, less GA's authorized fees per current published fee schedule (www.ga.wa.gov/surplus).
4. Take all necessary administrative actions to ensure surplus property turned over to GA ownership is legally and fully transferred from the CITY to the buyer.
5. Take responsibility for resolving any ownership issues that may arise after surplus property is purchased.
6. Set up Login Id and Password to the Property Disposal System for CITY staff authorized to submit surplus property.
7. Review SF267-A submitted within 24 hours and assign a GA Authority Number for approved property.

B. CITY agrees that it will:

1. Submit disposal forms SF267-A for all surplus property using GA's online Property Disposal Request System, along with signed vehicle and equipment titles.
2. Contact GA at (253) 333-4912 2 days (48 hours) prior to delivery of surplus property.
 - a. Transportation/Hauling Services are available through GA's Transportation Services. Please contact transportservices@ga.wa.gov, for a quote to haul your surplus property.

3. Dispose of the following hazardous materials themselves:
 - a. Asbestos – Any product containing more than 1 percent asbestos, including wrapped piping, fireproofing materials, fireproof safes, fire retardant clothing, floor tiles, ceiling tiles, etc.
 - b. Polychlorinated biphenyls (PCB's) – Including transformers, capacitors, electrical equipment containing capacitors or transformers, fluorescent fixtures, liquid filled electrical devices, etc.
 - c. Liquids, Flammable or toxic liquids and powders, including paints, solvents, cleaners, copier fluids, etc.
 - d. Radioactive Materials – Including smoke detectors, x-ray equipment, etc.
 - e. Pesticides/Herbicides – Including insecticides, fungicides, herbicides, wood preservative, disinfectants, and any other substances intended to control pests.

2. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence when this Agreement is properly signed, and continue until terminated by either party, as provided herein.

This Agreement cancels and supersedes all previous agreements between GA and CITY for surplus property services.

3. CONSIDERATION

After deducting its fee, GA shall reimburse CITY for the sale of surplus property. Compensation shall be based on the current Surplus Property Fee Schedule located on GA's website (www.ga.wa.gov/surplus). GA reserves the right to amend their Fee Schedule when GA receives authorization to do so. GA will notify CITY, in writing within thirty (30) days prior to Office of Financial Management approved rate changes.

4. PAYMENT PROCEDURE

GA shall submit surplus property proceeds to CITY within thirty (30) days of sale of surplus property.

The surplus property proceeds shall be forwarded to the following:

City of Burien
Attn: Lori Fleming
400 SW 152nd St., Ste 300
Burien, WA 98166

5. AGREEMENT CHANGES, MODIFICATIONS AND AMENDMENTS

This Agreement may be changed, modified or amended by written agreement executed by both parties.

6. CONTRACT MANAGEMENT

The representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

A. The GA representative on this Agreement shall be: Program Manager, Materials Management Center, 2301 C Street SW, Auburn, WA 98001, (253)333-4900, surplus@ga.wa.gov

B. The CITY representative on this Agreement shall be: Lori Fleming, 400 SW 152nd St., Ste 300, Burien, WA 98166, (206)248-5518, lorif@burienwa.gov

7. INDEMNIFICATION

To the fullest extent permitted by law, CITY shall indemnify, defend, and hold harmless State, agencies of State and all officials, agents and employees of State, from and against all claims arising from the sale or transaction before, during, or after the sale, only to the extent claim is caused in whole or in part by negligent acts or omissions of CITY. "Claim," as used in this Agreement, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom.

The CITY expressly agrees to indemnify, defend, and hold harmless State for any claim arising out of or incident to CITY's performance or failure to perform its rights, duties and obligations under this Agreement. CITY shall be required to indemnify, defend, and hold harmless State only to the extent claim is caused in whole or in part by negligent acts or omissions of CITY.

8. TERMINATION

Either party may terminate this Agreement upon 30-days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

9. TERMINATION FOR NON-USE

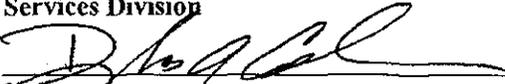
If services in Statement of Work have not been used in 5 years, this agreement is automatically terminated without further notice. To commence services, CITY must sign a new service agreement.

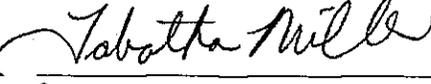
Execution

We, the undersigned, agree to the terms of the foregoing Agreement.

Department of General Administration
Services Division

City of Burien


SIGNATURE


SIGNATURE

DOUG COLEMAN
NAME

Tabatha Miller
NAME

MATERIALS MANAGEMENT CENTER MANAGER
TITLE

Finance Director
TITLE

12/10/09
DATE

12-03-09
DATE

REVIEWED BY GA CFO 11/30/09

APPROVED AS TO FORM:

ROB MCKENNA
ATTORNEY GENERAL

Mary Ellen Combo
Assistant Attorney General
November 13, 2009

Materials Management Center Fee Schedule Effective July 1, 2009

Surplus Property

Gross Proceeds	Surplus Rate	Political Subdivision Rate
Items sold at warehouse under \$200		No Reimbursement
Items sold at warehouse \$200 or more	9%	91%
Items sold at Political Subdivision location under \$200		No Reimbursement
Items sold at Political Subdivision location \$200 or more*	9%	91%
Vehicles and heavy equipment under \$200		No Reimbursement
Vehicles and heavy equipment over \$200*	9%	91%

*Minimum fee \$200, Maximum fee \$900

Other Fees for Vehicle and Heavy Equipment Sales

Service	Rate
Cleaning and vacuuming	\$25.00 per unit
Decal removal	Actual Costs \$25.00 minimum, call for quote

Transportation Services

Service	Rate
<u>Pallet Space (42x48x54)</u>	
Local Delivery	\$40.00 per pallet space
Western WA Delivery	\$55.00 per pallet space
Eastern WA Delivery	\$75.00 per pallet space
<u>Vehicles and Equipment</u>	
Truck and Driver	\$75.00 per hour (rounded up to nearest hour)
Swamper	\$30.00 per hour

Please e-mail trasportservices@ga.wa.gov for availability and quotes.

Warehouse Storage

Service	Rate
Pallet Space (42x48x54)	\$12.00 per pallet, per month
Manpower	\$25.00 per hour
Equipment	\$14.00 per hour
Pallet pick up by Political Subdivision	\$8.00 per pallet
Carton picked	\$1.00 each

Shipping & Handling

FedEx	\$3.00 per shipment, plus FedEx charges
Common Carrier	\$5.00 per shipment, plus freight charges
Consolidated Mail Services (CMS)	\$5.00 per shipment, plus CMS charges