

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

The parties to this Agreement, the Department of General Administration, Services Division, Materials Management Center, Surplus Property, hereinafter referred to as "GA" and City of Burien, hereinafter referred to as "CITY", hereby amend the Agreement 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 ("Property"). **GA further agrees to include the following clause in its Terms and Conditions of sale with any purchase of CITY Property in substantially the same form: "All available information about the item has been reported in this listing. The item may have defects of which the Washington State Surplus Program is unaware. You are bidding on these item(s) 'as is, where is.' All sales are final. Personal inspection is strongly advised. Failure to inspect the item shall not be grounds for any claim or property abandonment."** All surplus property turned over to GA is publicly advertised via the GA website ([www.ga.wa.gov/surplus](http://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](http://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 (360) 753-3508 two days (48 hours) prior to delivery of surplus property.

- a. Transportation/Hauling Services are available through GA's Transportation Services. Please contact [transporterservices@ga.wa.gov](mailto:transporterservices@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.

**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, 7511 New Market Street, Tumwater, WA 98512, (360) 753-3508, [SurplusMail@ga.wa.gov](mailto:SurplusMail@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

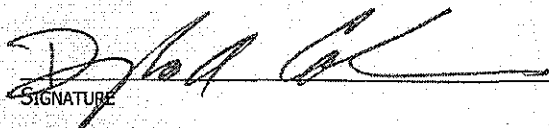
All sections above have been fully amended and are shown in their entirety.

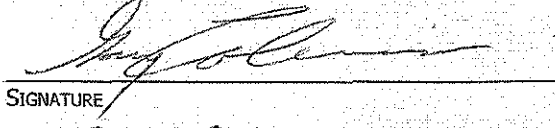
All other terms and conditions of this Agreement remain in full force and effect. The requirements of RCW 39.34.030 are satisfied by the underlying Agreement and are incorporated by reference herein.

Each party signatory hereto, having first had the opportunity to read this Amendment and discuss the same with independent legal counsel, in execution of this document hereby mutually agree to all terms and conditions contained herein, and as incorporated by reference in the original Agreement.

**Department of General Administration**

**City of Burien**

  
SIGNATURE

  
SIGNATURE

DOUG COLEMAN  
NAME

Gary Coleman  
NAME

MATERIALS MANAGEMENT CENTER MANAGER  
TITLE

Interim Finance Director  
TITLE

12/09/2010  
DATE

12-1-10  
DATE