

COPY

**INTERAGENCY AGREEMENT  
BETWEEN  
STATE OF WASHINGTON  
DEPARTMENT OF GENERAL ADMINISTRATION  
AND  
COUNTY OF MASON**

**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 County of Mason, hereinafter referred to as "COUNTY" pursuant to the authority granted by Chapter 39.34 RCW.

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

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 COUNTY 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](http://www.ga.wa.gov/surplus)) Methods for selling surplus property will include, but are not limited to:

- A. Priority Sales (See WAC 236-48-190)
- B. Public Sales
- C. 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 COUNTY 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 COUNTY 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 COUNTY's staff authorized to submit surplus property.
- 7. Review SF267-A submitted within 24 hours and assign a GA Authority Number for approved property.

B. COUNTY 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](mailto: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 pining, 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 on January 1, 2010 and continue until terminated by either party, as provided herein.

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

## **3. CONSIDERATION**

After deducting its fee, GA shall reimburse COUNTY 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](http://www.ga.wa.gov/surplus)). GA reserves the right to amend their Fee Schedule when GA receives authorization to do so. GA will notify COUNTY, 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 COUNTY within thirty (30) days of sale of surplus property.

The surplus property proceeds shall be forwarded to the following:

County of Mason  
Attn: David Loser  
411 N Fifth St  
Shelton, WA 98584

## **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](mailto:surplus@ga.wa.gov)

B. The COUNTY representative on this Agreement shall be: David Loser, 411 N Fifth St Shelton, WA 98584 360-427-5505,

**7. INDEMNIFICATION**

To the fullest extent permitted by law, COUNTY 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. "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.

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

**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, COUNTY must sign a new service agreement.


**Execution**

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

**Department of General Administration  
Services Division**

**County of Mason**

  
SIGNATURE

  
SIGNATURE

DOUG COLEMAN  
NAME

TIM SHELOW  
NAME

MATERIALS MANAGEMENT CENTER MANAGER  
TITLE

CHAIR  
TITLE

12/28/09  
DATE

12/22/09  
DATE

APPROVED AS TO FORM:

ROB MCKENNA  
ATTORNEY GENERAL

By: Mary Ellen Combo  
Assistant Attorney General

13<sup>th</sup> day of November, 2009