



I-10-002

Contract # 5700
(obtain from City Clerk)

CONTRACT REVIEW/APPROVAL ROUTING FORM

INSTRUCTIONS:

1. First time original contracts

- a. Contact City Clerk's Office for Contract Number
- b. One copy of the Contract Routing Form
- c. Two original contract documents

2. Amendments/Change Orders

- a. Contact City Clerk's Office for a NEW Contract Number
- b. One copy of the Contract Routing Form
- c. Two original amendments/change orders
- d. One copy of the original contract

CONTRACT DESCRIPTION

Originator:	Cathy Robinson	Routed by:	Cathy Robinson
Department/Division:	Finance	Date:	January 13, 2010
Type of Contract:	<input type="checkbox"/> (A) Addendum/Change Order <input type="checkbox"/> (W) Public Works <input type="checkbox"/> (O) Other <input type="checkbox"/> (GR) Grants <input type="checkbox"/> (S) Purchase of Services <input type="checkbox"/> (L) Lease Agreement <input checked="" type="checkbox"/> (I) Intergov't Agreement		

CONTRACT TITLE: Agreement for State Surplus Program

Brief Description of Services: Revision to State Surplus Agreement

Contract Modification: Has the original contract boilerplate language been modified? Yes No

If yes, list which sections have been modified: State of Washington Agreement

Bid/RFP Number:

Name of Consultant/Contractor: State of Washington

Effective Date: 1/1/2010 **Termination Date:** on-going

Total Amount of Contract (including reimbursable expenses): \$0.00

Org Key – Obj Number:	Amount:	J/L Number (if required):

Budget: Are there sufficient funds in the current budget to cover this contract? Yes No

If no, where are the additional funds coming from? _____

Payment Terms (monthly installments, progress payments, etc.): _____

Remarks: Surplus fees are set by the State. Extra charge for transportation to the State surplus facility.

SIGNATURE ROUTING

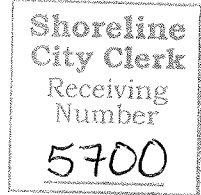
<input checked="" type="checkbox"/> 1. Project Manager/Director	<u>CAR 1/14</u>	<input type="checkbox"/> 6. City Council approval (if required)	
<input checked="" type="checkbox"/> 2. Risk Management/Budget	<u>[Signature]</u>	<input type="checkbox"/> 7. City Manager	
<input checked="" type="checkbox"/> 3. City Attorney	<u>[Signature]</u>	<input checked="" type="checkbox"/> 8. City Clerk	<u>JW - 1/22/2010</u>
<input type="checkbox"/> 4. Send to Consultant for signature (only contract documents)		<input checked="" type="checkbox"/> 9. Originating Department	
<input type="checkbox"/> 5. Department Director	<u>[Signature]</u>		

PRIOR TO EXECUTION – MUST BE ATTACHED

For Public/Small Works Contracts:	For Service Contracts:
Contractor Responsibility Form <input type="checkbox"/> W-9 Form	<input type="checkbox"/> Certificate of Insurance
Contract Bond/In Lieu of Form	<input type="checkbox"/> W-9 Form
Certificate of Insurance	

RECEIVED
 JAN 29 2010
 FINANCIAL OFFICE

INTERAGENCY AGREEMENT
 BETWEEN
 STATE OF WASHINGTON
 DEPARTMENT OF GENERAL ADMINISTRATION
 AND
 CITY OF SHORELINE



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 Shoreline, 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:

- 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 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'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. 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 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 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 Shoreline
Attn: Cathy Robinson
17544 Midvale Ave N
Shoreline, WA 98133

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: Cathy Robinson, 17544 Midvale Ave N Shoreline, WA 98133 206-801-2321,

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. "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 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 tp 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**



SIGNATURE

DOUG COLEMAN

NAME

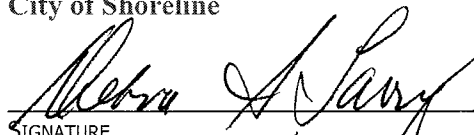
MATERIALS MANAGEMENT CENTER MANAGER

TITLE

2/2/2010

DATE

City of Shoreline



SIGNATURE

Debra S Tarry

NAME

Finance Director

TITLE

1/21/10

DATE

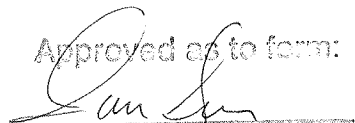
APPROVED AS TO FORM:

ROB MCKENNA
ATTORNEY GENERAL

By: Mary Ellen Combo
Assistant Attorney General

13th day of November, 2009

Approved as to form:



Shoreline City Attorney

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
<u>Shipping & Handling</u>	
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