

**INTERAGENCY AGREEMENT
BETWEEN
STATE OF WASHINGTON
DEPARTMENT OF GENERAL ADMINISTRATION
AND
PORT OF LONGVIEW**

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 Port of Longview, hereinafter referred to as "PORT" pursuant to the authority granted by Chapter 39.34 RCW.

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

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 PORT 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 PORT 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 PORT 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 PORT staff authorized to submit surplus property.
7. Review SF267-A submitted within 24 hours and assign a GA Authority Number for approved property.

B. PORT 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.

3. CONSIDERATION

After deducting its fee, GA shall reimburse PORT 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 PORT, 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 PORT within thirty (30) days of sale of surplus property.

The surplus property proceeds shall be forwarded to the following:

Port of Longview
Attn: Kathy Oberg
P.O. Box 1258
Longview, WA 98632

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 PORT representative on this Agreement shall be: Kara Metzger, Purchasing Manager, P.O. Box 1258, Longview, WA 98632, (360) 425-3305, kmetzger@portoflongview.com

7. INDEMNIFICATION

To the fullest extent permitted by law, PORT 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.

PORT expressly agrees to indemnify, defend, and hold harmless State for any claim arising out of or incident to PORT performance or failure to perform its rights, duties and obligations under this Agreement. PORT 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 PORT.

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

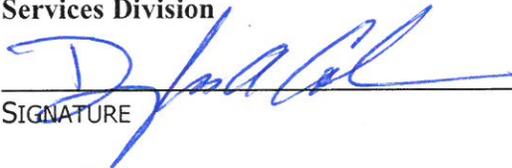
If services in Statement of Work have not been used in 5 years, this agreement is automatically terminated without further notice. To commence services, PORT must sign a new service agreement.

Execution

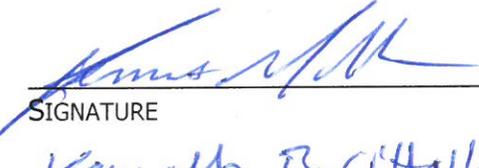
We, the undersigned, agree to the terms of the foregoing Agreement.

**Department of General Administration
Services Division**

Port of Longview



SIGNATURE



SIGNATURE

DOUG COLEMAN

NAME

Kenneth B. O'Hollaren

NAME

MATERIALS MANAGEMENT CENTER MANAGER

TITLE

Executive Director

TITLE

6/7/2010

DATE

5/20/10

DATE

REVIEWED BY GA CFO 5/11/10

APPROVED AS TO FORM:

Assistant Attorney General
November 13, 2009