

**Agreement Between the Puget Sound Clean Air Agency and Washington State
Surplus
Program for the Disposal of Surplus Property**

WHEREAS, the Department of General Administration of the State of Washington is authorized by RCW 43.19.1919 to sell surplus personal property; and

WHEREAS, the Puget Sound Air Clean Air Agency, hereinafter referred to as PSCAA, is authorized to sell surplus personal property; and

WHEREAS, the Department of General Administration has the facilities and personnel to sell surplus personal property; and

WHEREAS, sales/auctions are regularly scheduled at the Surplus Programs yard, 2301 C Street SW, Auburn, WA 98001,

THEREFORE, it is agreed pursuant to the terms of RCW 39.34.080, that;

The State of Washington, Department of General Administration, Surplus Property, hereinafter referred to as the State, whose address is 2301 C Street SW, Auburn, WA 98001, agrees to sell, as agent for the Puget Sound Clean Air Agency, hereinafter referred to as PSCAA, whose address 110 Union Street, Suite 500, Seattle WA 98101 and phone number is 206.343.8800 for vehicles, equipment and property that is declared surplus and turned over to the State for disposal.

A. Period of Agreement: July 1, 2005, until 30 day written notice of termination from either party. PSCAA agrees to update contact name, phone and e-mail information as necessary.

B. Agreement of the Puget Sound Clean Air Agency (PSCAA): The PSCAA agrees that it will:

1. Provide a contact person to manage all issues related to disposal procedures and transactions:
Name: Linda Hedstrom, Operations Director Phone number 206.689.4064.
2. Submit disposal forms SF267-A for all surplus property along with signed (released) vehicle and equipment titles.
3. Pay an additional charge of \$25 per vehicle for wash and vacuum services if required and actual costs for decal removal (estimated at \$25 per vehicle.)
4. Will contact the Surplus Programs at (253) 333-4900 (48 hours) prior to delivery of surplus.
5. Will not list or transport hazardous materials. Surplus Programs cannot receive or process hazardous materials.
6. Save and hold harmless the State of Washington, Department of General Administration, its officers, employees, and agents (including the auctioneers) from and against, any and all claims arising from the sale transaction, either before, during, or after the sale, including but not limited to, claims of governmental agencies concerning the vehicle, claims made by the buyer or others based on faulty, damaged, missing or otherwise unsatisfactory parts or

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components, and claims for damage to property or injury to persons resulting from use of the vehicle.

C. Agreement of the State: The State agrees that it will:

- 1 Properly store and assume responsibility for the safekeeping of all vehicles, equipment and property at the Surplus Programs location.
- 2 Accomplish all direct equipment sales with other government or non-profit entities; to include receipt of payment (presale to priority customers).
- 3 Sell vehicles, equipment and property in a timely manner, collect payment from the buyer, and reimburse the PSCAA the proceeds of sale less authorized fees on a monthly basis.
- 4 Endeavor to obtain resale prices equal to the industry standard trade-in or quick sale equipment values by selling on-line or at public auction.
- 5 Take all necessary administrative actions to ensure that vehicle and equipment ownership is legally and fully transferred from the PSCAA to the buyer. Be responsible for resolving any ownership issues that may arise after unit sales.
- 6 Methods for selling will include, but not be limited to priority sales, public sale, auction, and on-line sales. All sales are publicly advertised via our website (www.pa.wa.gov/surplus). Priority sales are "first come first serve" (per property want list) and public sales are "open, competitive".

D. Fees: The above duties will be performed by the State for the following fees:

1. 7.5% of sales price for each item with a minimum charge of \$150 and a maximum of \$900 per item.
2. \$25 for cleaning and vacuuming per unit, if required.
3. Actual cost for decal removal, if requested (\$25 per unit estimated.)

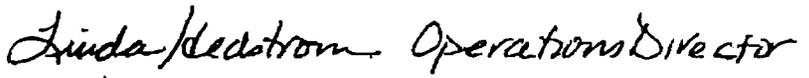
E. Termination: Either party may terminate this agreement with 30 days written notice.

For the State of Washington:

For _____:



 Doug Coleman (date) 2-16-07



 Linda Medstrom Operations Director
 The Puget Sound Clean Air Agency
 (official name) (date)

State Surplus Programs

_____ e-mail: Lindah@pscloanair.org

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