

RESOLUTION NO. 2019-V

A RESOLUTION OF THE EATONVILLE TOWN COUNCIL APPROVING AN INTERAGENCY AGREEMENT WITH WASHINGTON STATE DEPARTMENT OF ENTERPRISE SERVICES SURPLUS OPERATIONS

WHEREAS, Enterprise Services, through its Surplus Operations, handles and sells used goods and vehicles.; and

WHEREAS, the sale, reuse and recycling of goods keeps hundreds of thousands of pounds of materials from being dumped in landfills; and

WHEREAS, the purpose of this Agreement is to establish a programmatic vehicle for Surplus to provide the specified services to Client Agency in a cost-effective, efficient manner as set forth herein; now therefore

THE TOWN COUNCIL OF THE TOWN OF EATONVILLE, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

THAT: The interagency agreement between Washington State Department of Enterprise Services Surplus Operations and the Town of Eatonville to provide a programmatic vehicle for surplus goods and vehicles is hereby approved and the Mayor is authorized to sign the same. A copy of the agreement is attached hereto as Exhibit A.

PASSED by the Town Council of Town of Eatonville and attested by the Town Clerk in authentication of such passage this 28th day of October 2019.

Mike Schaub, Mayor

ATTEST:

Kathy Linnemeyer, Town Clerk

State of Washington Department of Enterprise Services SURPLUS OPERATIONS P.O. Box 41411 Olympia, WA 98504-1411	INTERAGENCY AGREEMENT	
	IAA No.:	K5795
TOWN OF EATONVILLE P.O. BOX 201 CENTER ST W EATONVILLE, WA 98328	Effective Date:	February 1, 2019

INTERAGENCY AGREEMENT

BETWEEN

TOWN OF EATONVILLE

AND

**WASHINGTON STATE DEPARTMENT OF ENTERPRISE SERVICES
 SURPLUS OPERATIONS**

Pursuant to RCW 43.19.1919, this Interagency Agreement ("Agreement") is made and entered into by and between the State of Washington acting by and through the Surplus Operations Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services") and Town of Eatonville ("CLIENT AGENCY") and is dated and effective as of February 1, 2019

RECITALS

- A. Enterprise Services, through Surplus Operations, handles and sells used goods and vehicles. The sale, reuse and recycling of goods keeps hundreds of thousands of pounds of materials from being dumped in landfills.
- B. Client Agency desires to contract with Enterprise Services to obtain Surplus Operations Services.
- C. The purpose of this Agreement is to establish a programmatic vehicle for Surplus to provide the specified services to Client Agency in a cost-effective, efficient manner as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

1. **TERM.** 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.

This Agreement cancels and supersedes all previous agreements between Enterprise Services and CLIENT for surplus property services.

2. STATEMENT OF WORK

Enterprise Services, under its authority in RCW 43.19.1919, acting on behalf of CLIENT 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.

Enterprise Services agrees to sell vehicles, equipment and other personal property, except for hazardous materials, that are declared surplus and turned over to Enterprise Services for disposal ("Property"). Enterprise Services further agrees to include the following clause in its Terms and Conditions of sale with any purchase of CLIENT 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 Operations 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 Enterprise Services is publicly advertised via the Enterprise Services website (www.ga.wa.gov/surplus). Methods for selling surplus property will include, but are not limited to:

1. Priority Sales (See WAC 200-360-025)
2. Public Sales
3. Internet Sales

A. Enterprise Services 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 Enterprise Services in a timely manner, collect payment from buyer, and reimburse CLIENT the proceeds of sales, less Enterprise Service's authorized fees per fee schedule as shown on Exhibit "A" – Surplus Operations Fee Schedule.
4. Take all necessary administrative actions to ensure surplus property turned over to Enterprise Services ownership is legally and fully transferred from the CLIENT 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 Surplus Request Management System (SRMS) for CLIENT staff authorized to submit surplus property.
7. Review SRMS disposal documents submitted within 24 hours and assign a Enterprise Services Authority Number for approved property.

CLIENT agrees that it will:

1. Submit SRMS disposal documents for all surplus property using Enterprise Service's online SRMS, along with signed vehicle and equipment titles.
2. Contact Enterprise Services at (360) 407-1917, to schedule delivery of surplus property.
 - a. Transportation/Hauling Services are available through Enterprise Service's Transportation Services. Please contact transportservices@des.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.

3. CONSIDERATION

After deducting its fee, Enterprise Services shall reimburse CLIENT for the sale of surplus property. Compensation shall be based on Exhibit "A" - Surplus Operations Fee Schedule. Enterprise Services reserves the right to amend their Fee Schedule when Enterprise Services receives authorization to do so. Enterprise Services will notify Client, in writing within thirty (30) days prior to Office of Financial Management approved rate changes.

4. PAYMENT PROCEDURE

Enterprise Services shall submit surplus property proceeds to Client within thirty (30) days of sale of surplus property.

The surplus property proceeds shall be forwarded to the following:

Town of Eatonville
Kathy Linnemeyer
P.O. Box 309
Eatonville, WA 98328

5. RECORDS RETENTION.

- a. AGREEMENT AVAILABILITY. Prior to its entry into force, this Agreement shall be posted on the parties websites or other electronically retrievable public source as required by RCW 39.34.040.
- b. RECORDS RETENTION. Each party shall maintain records and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance and payment of the Services. These records shall be subject to inspection, review, or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and officials authorized by law. Such records shall be retained for a period of six (6) years following expiration or termination of this Agreement or final payment for any Service placed against this Agreement, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
- c. PUBLIC INFORMATION. This Agreement and all related records are subject to public disclosure as required by Washington's Public Records Act, RCW chapter 42.56. Neither party shall release any record that would, in the judgment of the party, be subject to an exemption from disclosure under the Public Records Act, without first providing notice to the other party within ten (10) business days of the receipt of the request. The parties will discuss appropriate actions to be taken, including release of the requested information, seeking a protective

order, or other action prior to the release of records. Should one party choose to seek a protective order, it shall do so at its sole expense.

6. AGREEMENT CHANGES, MODIFICATIONS AND AMENDMENTS

This Agreement may be changed, modified or amended by written agreement executed by both parties.

7. AGREEMENT MANAGEMENT

The program manager 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.

The Client Agency contract staff member responsible for management of this Agreement is:

Name: Abby Gribi
Title: Town Administrator
Address: P.O. Box 309 Eatonville, WA 98328
Phone Number: (360)832-3361 Ext. 105
E-mail Address: townadmin@eatonville-wa.gov

The Enterprise Services Program Manager responsible for the management of this Agreement is:

Name: Mimi Limmeroth
Program Manager
7511 New Market Street
Olympia WA. 98504-1030
(360)407-1900
surplusdisposal@des.wa.gov

8. INDEMNIFICATION

To the fullest extent permitted by law, Client 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.

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

9. 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.

10. 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, Client must sign a new service agreement.

Execution

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

Department of Enterprise Services

Town of Eatonville

SIGNATURE

SIGNATURE

MARIJANE KIRK

NAME

NAME

ASSISTANT DIRECTOR

TITLE

TITLE

DATE

DATE

Surplus Operations Fee Schedule

Fee Schedule:

Poly-Sub Items (whether sold at surplus or agency location)	Explanation	Sale Price	Surplus \$ Retained	Agency Reimbursement
Vehicles and Heavy Equipment	Surplus retains 9.0% of final sale price (\$200 min - \$900 max)	\$5,000	\$450	\$4,550
		\$500	\$200	\$300
Standard Item	Surplus retains first \$200, plus 9.0% of every dollar above \$200 (\$900 max)	\$600	\$236	\$364
		\$150	\$150	\$0