

**INTERAGENCY AGREEMENT
BETWEEN
STATE OF WASHINGTON
DEPARTMENT OF GENERAL ADMINISTRATION
AND
LOTT ALLIANCE**

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 Lott Alliance, hereinafter referred to as "LA" pursuant to the authority granted by Chapter 39.34 RCW.

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

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 LA 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 LA 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 LA 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 LA'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. LA 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:

To the fullest extent permitted by law, LA 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 LA's performance or failure to perform its rights, duties and obligations under this Agreement.. LA 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 LA.

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.

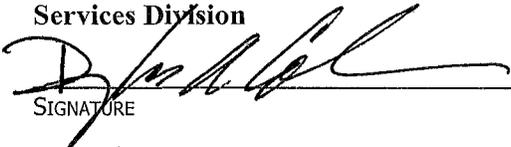
9. TERMINATION FOR NON-USE

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

Execution

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

**Department of General Administration
Services Division**

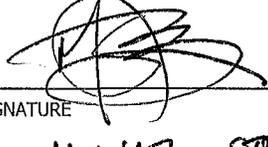

SIGNATURE

DOUG COLEMAN
NAME

MATERIALS MANAGEMENT CENTER MANAGER
TITLE

12/10/09
DATE

Lott Alliance


SIGNATURE

MICHAEL STRUB
NAME

EXECUTIVE DIRECTOR
TITLE

12/10/09
DATE

APPROVED AS TO FORM:

ROB MCKENNA
ATTORNEY GENERAL

By: Mary Ellen Combo
Assistant Attorney General

13th day of November, 2009