

CLARK COUNTY
STAFF REPORT



DEPARTMENT/DIVISION: General Services/Purchasing

DATE: November 18, 2014

REQUEST: Execute an Interlocal Bidding/Purchasing Agreement with Clark Regional Wastewater District, a special utility district.

CHECK ONE: X Consent _____ County Administrator

BACKGROUND: This reciprocal agreement will effectively allow both Clark County and Clark Regional Wastewater District to take advantage of cost saving measures by using contracts either the County or the utility district has established through the competitive bid process.

COMMUNITY OUTREACH: Not Applicable

BUDGET AND POLICY IMPLICATIONS: Utilization of another competitive bidding process to procure equipment and goods is consistent with RCW 39.34.030/040 and the Clark County Washington Purchasing Policy.

FISCAL IMPACTS: Yes (see Fiscal Impacts Attachment) No

ACTION REQUESTED: It is requested that the Board of County Commissioners execute the attached Interlocal Bidding/Purchasing Agreement with Clark Regional Wastewater District.

DISTRIBUTION: Please record and return two originals to Purchasing.



Michael Westerman, CPPO
Purchasing Manager

APPROVED: 

CLARK COUNTY, WASHINGTON
BOARD OF COMMISSIONERS



Mark Wilsdon
General Services Risk Manager

NOV. 18, 2014

MW/lt

SR 25714


OK
N

**INTERLOCAL BIDDING/PURCHASING AGREEMENT
BETWEEN CLARK REGIONAL WASTEWATER DISTRICT AND CLARK COUNTY**

ES 1458

This agreement is made and entered into by and between Clark Regional Wastewater District, a special purpose district (hereinafter referred to as "CRWWD"), and Clark County, a political subdivision of the State of Washington (hereinafter referred to as Clark County) (collectively "Parties").

WITNESSETH:

WHEREAS, the Parties maintain, for the benefit of the citizens of their respective jurisdictions, organized and standard bidding structures charged with the function of securing materials, equipment, supplies and services (hereafter referred to as "goods and services") within the limits of applicable bidding laws of the State of Washington and the Parties; and

WHEREAS, the Interlocal Cooperation Act, as amended, and codified in Chapter 39.34 RCW, provides for interlocal cooperation between public agencies; and

WHEREAS, it would be in the best interest of the citizens of the Parties if, in some circumstances, one party could purchase goods and services through a contract awarded by the other party; and

WHEREAS, the Parties hereto desire to enter into an Interlocal Cooperative Bidding/Purchasing Agreement ("Agreement") wherein the Parties can utilize each other's awarded contracts to purchase goods and services where it is lawful and in their best interest;

NOW, THEREFORE, the Parties hereto agree as follows:

1. Cooperative Purchases

Pursuant to Chapter 39.34 RCW, the Parties, in contracting for the purchase of goods and services, agree to extend said contracts to the other party to the extent permitted by law. Once a contract has been awarded and the non-contracting party has been notified, both Parties will finalize their own individual arrangements, including option selection, selections, trade-in and delivery arrangement for goods and services directly with the applicable contractor.

The Parties agree that each party has no liability as far as the durability, serviceability, and warranty of the goods and services selected. The Parties also agree that the goods and services selected shall be agreed upon by each party and will not be considered to be selected by the other party.

The Parties do not warrant the performance of any contracts by the contractor, nor do the Parties intend to bind each other to responsibility for payment of the purchase price for any contract entered into by the other party.

This Agreement is offered to allow the Parties the capability to purchase goods and services designed specifically for their use and to take advantage of prices achieved by group participation.

2. No Obligation to Purchase

Each party reserves the right to contract independently for the purchase of any particular class of goods or services with or without notice to the other party.

The Parties reserve the right to exclude the other party from any particular purchasing contract with or without notice to the other party.

3. Term

This Agreement shall take effect the 1st of December, 2014 and shall continue in effect until terminated. It may be terminated by either party by giving thirty (30) days written notice to the other; provided, that termination shall not affect or impair joint purchases of the Parties that were agreed to on or before the date of termination.

4. Compliance with Laws

Each party accepts responsibility for compliance with federal, state or local laws and regulations including, in particular, that party's bidding requirements applicable to the acquisition of any goods and services obtained through the cooperative process agreed to herein.

5. Indemnification

CRWWD agrees to indemnify, defend and hold Clark County, its elected officials, officers, employees, agents and volunteers harmless from any and all claims, demands, losses, actions and liabilities (including costs and all attorney fees) to or by any and all persons or entities, including without limitation, their respective agents, licensees, or representatives, arising from, resulting from or connected with this Agreement to the extent caused by the negligent acts, errors or omissions of CRWWD, its elected officials, commissioners, officers, employees, agents and volunteers or by CRWWD's breach of this Agreement.

Clark County agrees to indemnify, defend and hold CRWWD, its elected officials, commissioners, officers, employees, agents and volunteers harmless from any and all claims, demands, losses, actions and liabilities (including costs and attorney fees) to or by any and all persons or entities, including without limitation, their respective agents, licensees, or representatives, arising from, resulting from or connected with this Agreement to the extent caused by the grossly negligent acts, errors, or omissions of Clark County, its employees, agents, elected officials, officers and volunteers or by Clark County's breach of this agreement.

6. Survival

The provisions of Section 5 of this Agreement shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

7. Contact Persons:

The Parties stipulate that the following persons shall be the contact persons for their respective jurisdiction.

- a. CRWWD: Robin Krause
District Engineer
PO Box 8979
Vancouver, WA 98668
(360) 993-8821
rkrause@crwwd.com
- b. CLARK COUNTY: Michael Westerman,
Purchasing Manager
PO Box 5000
Vancouver, WA 98666
(360) 397-2323
(360) 397-6027 (Fax)
Mike.westerman@clark.wa.gov

8. Recording

This Agreement shall be listed on CRWWD's website as required by RCW 39.34.040 prior to this Agreement becoming effective.

9. General Provisions

This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement. No provision of this Agreement may be amended or modified except by written agreement signed by the Parties. This Agreement shall be binding upon and inure to the benefit of the Parties' successors in interest, heirs and assigns. If either Party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, each Party shall pay all its own attorneys' fees, costs and expenses. The venue for any dispute related to this Agreement shall be in Clark County. Failure of Clark County or CRWWD to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor. No new or separate legal or administrative entity is created by the Agreement.

Agreed to on this 18th day of NOV. 2014.

**APPROVED, CLARK REGIONAL
WASTEWATER DISTRICT**

John M. Peterson 10-30-2014
John Peterson Date
General Manager

**BOARD OF COUNTY COMMISSIONERS
FOR CLARK COUNTY, WASHINGTON**

Tom Mielke
Tom Mielke, Chair

David Madore, Commissioner

Edward L. Barnes, Commissioner

**AS APPROVED TO FORM ONLY
ANTHONY F. GOLIK
Prosecuting Attorney**

By: Anthony F. Golik

ATTEST

Rebecca Jitor
Clerk of the Board