

CLARK COUNTY
STAFF REPORT

DEPARTMENT/DIVISION: General Services/Purchasing

DATE: January 21, 2014

REQUEST: Execute an Interlocal Cooperative Purchasing Agreement with Port of Portland, a special district of the State of Oregon.

CHECK ONE: X Consent _____ County Administrator

BACKGROUND: This reciprocal agreement will effectively allow both Clark County and Port of Portland to take advantage of cost saving measures by using contracts either municipality established through the competitive bid process.

COMMUNITY OUTREACH: Not Applicable

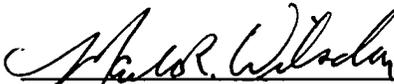
BUDGET AND POLICY IMPLICATIONS: Utilization of another municipality's competitive bidding process to procure equipment and goods is consistent with RCW 39.34.030/040 and the Clark County Washington Purchasing Policy.

FISCAL IMPACTS: Yes (see Fiscal Impacts Attachment) No

ACTION REQUESTED: It is requested that the Board of County Commissioners execute the attached Interlocal Cooperative Purchasing Agreement with Port of Portland.

DISTRIBUTION: Please record and return to Purchasing.


Michael Westerman, CPPO
Purchasing Manager


Mark Wilsdon
General Services Risk Manager

APPROVED: January 21, 2014
CLARK COUNTY, WASHINGTON
BOARD OF COMMISSIONERS

SR 15-14

MW/lt



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P GS 14-4
INTERLOCAL COOPERATIVE PURCHASING AGREEMENT

This Interlocal Cooperative Purchasing Agreement (the "**Agreement**") is between the Port of Portland, a special district of the State of Oregon ("**Port**"), and Clark County, a Washington municipal corporation ("**Clark County**").

Recitals

A. Each party maintains organized and standard procurement structures to secure goods and services for itself within the limits of applicable public procurement laws its jurisdiction.

B. Oregon and Washington procurement laws allow contracting agencies to participate in an interstate cooperative procurement process in which a purchasing contracting agency (a "**Purchasing Agency**") may purchase goods and services from a vendor under terms, conditions, and pricing established under a contract procured by a contracting agency in another state (an "**Administering Agency**") for the benefit of more than one jurisdiction. An intended benefit of this process is to allow contracting agencies take advantage of favorable prices achieved by group participation.

C. The parties wish to enter into this Agreement to set forth the terms and conditions under which either party may utilize certain of the other party's contracts to purchase goods and services, where it is lawful and in the parties' best interests to do so.

Agreement

1. Cooperative Purchases

a. Both parties may act as either a Purchasing Agency or Administering Agency under this Agreement, as the circumstances may require. A Purchasing Agency under this Agreement may use contracts procured by the Administering Agency to the extent permitted by law and provided that the Administering Agency's applicable contracts (each an "**Original Contract**") contain express provisions allowing other governmental bodies to establish new contracts or price agreements (each a "**Cooperative Contract**") under the terms, conditions, and prices of the Original Contract. The Purchasing Agency must contract directly with the applicable contractor to create a Cooperative Contract. The Purchasing Agency will make its own arrangements directly with the applicable contractor with respect to the specific goods or services purchased under Cooperative Contracts, including selection of specific items and delivery arrangements, but a Cooperative Contract must otherwise contain all terms, conditions, and prices of the Original Contract.

b. The Administering Agency will not have any liability with respect to the condition, durability, serviceability, warranty, or selection of the goods or services that a Purchasing Agency purchases under a Cooperative Contract. All goods and services selected by a Purchasing Agency will not be considered to have been selected by the Administering Agency.

c. Neither party gives any warranty whatsoever with respect to a contractor's performance under a Cooperative Contract. Neither party may bind the other to any contractual obligations under a Cooperative Contract, including without limitation payment of the purchase price.

2. **No Obligation to Purchase.** Each party reserves the right to, with or without notice to the other party: (a) contract independently for the purchase of any particular class of goods or services; and (b) exclude the other party from any particular purchasing contract.

3. **Term.** This Agreement takes effect upon the date set forth below and will continue in effect for ten (10) years. Either party may terminate this Agreement by giving ten (10) calendar days' written notice to the other; provided, however, that termination will not affect or impair a party's right to purchase goods or services under Cooperative Contracts to which the Purchasing Agency was a party on or before the termination date.

4. **Compliance with Laws.** Each party will comply with applicable federal, state, and local laws and regulations pertaining to the subject matter of this Agreement, including without limitation all procurement requirements applicable to the acquisition of goods or services under Cooperative Contracts.

5. **Indemnification.** Subject to any limitations imposed by state law, including without limitation the Constitutions of the States of Oregon and Washington, each party will indemnify, defend, reimburse, and hold harmless the other party, its elected officials, commissioners, officers, employees, and authorized representatives from and against all claims, actions, proceedings, damages, liabilities, losses and expenses (including reasonable attorney fees and costs) resulting from or arising out of: (a) the indemnifying party's acts or omissions with respect to this Agreement; or (b) third party (including contractor) claims under Cooperative Contracts held by the indemnifying party.

6. **Contact Persons.** The parties' contact persons for purposes of this Agreement are as follows:

a. **PORT OF PORTLAND:** Craig Johnsen
Contracts & Procurement Manager
7200 NE Airport Way
Portland, OR 97218
(503) 415-6354
(503) 548-5594 (Fax)

b. **CLARK COUNTY:** Michael Westerman
Purchasing Manager
PO Box 5000
Vancouver, WA 98666
(360) 397-2323
(360) 397-6027 (Fax)

7. **General Provisions.** This Agreement contains the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement. No provision of this Agreement may be amended or modified except by written agreement signed by the parties. If any arbitration or litigation is instituted to interpret, enforce, or rescind this Agreement the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's reasonable attorney's fees and other fees, costs, and expenses of every kind incurred in connection with the arbitration, the litigation, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court. Any action or proceeding arising out of this Agreement will be litigated in courts located in: (a) Multnomah County, Oregon, if the Port is the Administering Agency; or (b) Clark County, Washington, if Clark County is the Administering Agency. Each party consents and submits to the jurisdiction of any local, state, or federal court located in such counties for such purposes. No waiver will be binding on a party unless it is in writing and signed by the party making the waiver. A party's waiver of a breach of a provision of this Agreement will not be a waiver of any other provision or a waiver of a subsequent

breach of the same provision. Time is of the essence with respect to all dates and time periods in this Agreement.

8. **Memorialization.** Prior to taking effect this agreement will be recorded with the Clark County Auditor. In the alternative, a copy of this agreement shall be listed by subject on the county website pursuant to RCW 39.34.040.

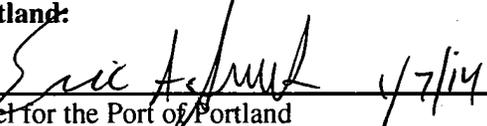
Dated effective: Jan. 21, 2014

PORT OF PORTLAND

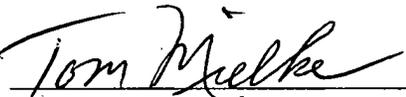

By: Craig Johnson, Manager of Contracts and Procurement

Date signed: 01/06/2014

Approved as to Legal Sufficiency for the Port of Portland:


Counsel for the Port of Portland 1/7/14

FOR CLARK COUNTY:


Commissioner

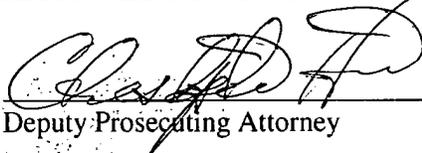
Commissioner

Commissioner

ATTEST: 

January 21, 2014
Date

APPROVED AS TO FORM ONLY:


Deputy Prosecuting Attorney

GS 14-4

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Dated effective: _____, 2014

PORT OF PORTLAND


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Counsel for the Port of Portland

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Commissioner

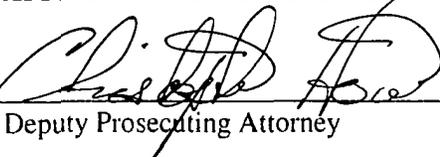
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Deputy Prosecuting Attorney