

CLARK COUNTY
STAFF REPORT

DEPARTMENT/DIVISION: General Services/Purchasing

DATE: August 19, 2014

REQUEST: Execute an Interlocal Cooperative Purchasing Agreement with Southwest Behavioral Health, a Washington municipal corporation.

CHECK ONE: Consent County Administrator

BACKGROUND: This reciprocal agreement will effectively allow both Clark County and Southwest Behavioral Health 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 Southwest Behavioral Health.

DISTRIBUTION: Please record and return to Purchasing.


Michael Westerman, CPPO
Purchasing Manager

APPROVED: 
CLARK COUNTY, WASHINGTON
BOARD OF COMMISSIONERS


Mark Wilsdon
General Services Risk Manager

SR 188-14

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**INTERLOCAL BIDDING/PURCHASING AGREEMENT
BETWEEN SOUTHWEST WASHINGTON BEHAVIORAL HEALTH
AND CLARK COUNTY**

GS 14-30

This agreement is made and entered into by and between Southwest Washington Behavioral Health, a Washington municipal corporation (hereinafter referred to as "SWBH"), and Clark County, a political subdivision under the laws 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 equipment, goods and services within the limits of applicable bidding laws of the State of Washington and the individual jurisdictions; and

WHEREAS, the Interlocal Cooperation Act, as amended, and codified in Chapter 39.34 of the Revised Code of Washington provides for Interlocal cooperation between governmental agencies; and

WHEREAS, it would be in the best interest of the citizens of the Parties' respective jurisdictions if, in some circumstances, goods and service could be purchased through a bidding process made up of more than one jurisdiction in the State of Washington; and

WHEREAS, the Parties hereto desire to enter into an Interlocal Cooperative Bidding/Purchasing Agreement ("Agreement") wherein the Parties can utilize each other's contracts to purchase equipment, 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 of the Revised Code of Washington, the Parties, in contracting for the purchase of goods and services for their Municipal Corporation, agree to extend said contracts to the other party to the extent permitted by law. Once bidding has been finalized and the Parties have been notified, both Parties will finalize their own individual arrangements, including option selection, selections, trade-in and delivery arrangement for goods, services and equipment directly with the applicable contractor.

SWBH and Clark County agree that each party has no liability as far as the durability, serviceability, and warranty of the goods, services, and equipment selected. It is also agreed that the goods, services, and equipment selected shall be agreed upon by each individual party and will not be considered to be selected by the other party.

SWBH and Clark County do not warrant the performance of any contracts by the contractor, nor do SWBH and Clark County 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, services and equipment 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 immediately and shall continue in effect until terminated. It may be terminated by either party by giving ten (10) days written notice to the other; provided, however, 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 a regulation including, in particular, that party's bidding requirements applicable to the acquisition of any goods, services, or equipment obtained through the cooperative process agreed to herein.

5. Indemnification

SWBH 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 SWBH, its elected officials, commissioners, officers, employees, agents and volunteers or by SWBH's breach of this Agreement.

Clark County agrees to indemnify, defend and hold SWBH, its governing board, 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 solely caused by the negligent acts, errors, or omissions of Clark County, its employees or agents.

6. Survival

The provisions of this Section 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 person for their respective jurisdiction.

- a. SWBH: Brad Alberts
Chief Operations Officer
PO Box 664
Vancouver, WA 98666
(360) 397-8222
(360) 397-6128 (Fax)

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

8. Recording

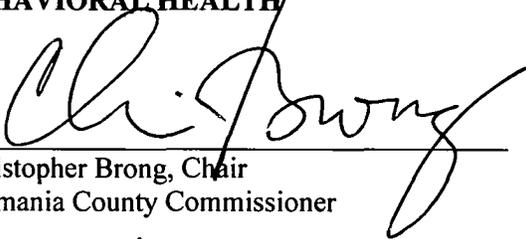
A copy of this Agreement shall be recorded in the SWBH Contracts and Procurement Office.

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. Any provision of this Agreement or 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 if the bid is issued by the Clark County or in SWBH if the bid is issued by SWBH. Failure of Clark County or SWBH 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.

Agreed to on this 7th day of August, 2014.

**APPROVED, SOUTHWEST WASHINGTON
BEHAVIORAL HEALTH**



Christopher Brong, Chair
Skamania County Commissioner



David Madore, Vice Chair
Clark County Commissioner



James Misner
Cowlitz County Commissioner

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



Tom Mielke, Chair

David Madore, Commissioner

Edward L. Barnes, Commissioner

AS APPROVED TO FORM ONLY
ANTHONY F. GOLIK
Prosecuting Attorney

By: 

ATTEST


Clerk of the Board