



**STAFF REPORT/RESOLUTION**

**TO:** Southwest Washington Regional Transportation Council Board of Directors  
**FROM:** Matt Ransom, Executive Director  
**DATE:** February 28, 2017   
**SUBJECT:** **RTC – Clark County Interlocal Cooperative Purchasing Agreement, Resolution 03-17-05**

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**AT A GLANCE - ACTION**

*The RTC is authorized to contract on a fee-for-service basis with member agencies to provide specialty and project management services. RTC and Clark County are proposing to enter into a Interlocal Cooperative Purchasing Agreement (Agreement) to establish a contracting relationship which allows for “piggybacking” on procurements on an as requested basis. Approval of the Agreement establishes a contract and framework for accomplishing mutually beneficial work efforts.*

**INTRODUCTION**

The Year 2017 Work Program for the RTC provides that RTC will seek opportunities for regional partnership and collaboration, and fee-for-service project management relationships.

The proposed Interlocal Cooperative Purchasing Agreement between RTC and Clark County (attached) would provide a formal contracting which allows for piggybacking on specific procurements where benefits accrue to either party. RTC and Clark County may on occasion find it mutually advantageous to utilize the other’s procurement efforts, when appropriate, to increase efficiency and provide specialty transportation planning and project management services.

Adoption of Resolution 03-17-05 provides a contracting relationship between RTC and Clark County.

**POLICY IMPLICATION**

Upon approval of the Resolution and the Interlocal Cooperative Purchasing Agreement, the executive officers of each agency may enter into purchasing agreements on an as-needed basis.

**BUDGET IMPLICATION**

None. Each party requesting service, covenants by executing a work order pursuant to the Agreement, that it has (or will) have sufficient resources to complete the stated work.

**ACTION REQUESTED**

Adoption of Resolution 03-17-05 authorizes the Executive Director to sign the Interlocal Cooperative Purchasing Agreement between RTC and Clark County.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_ 2017,  
by the Southwest Washington Regional Transportation Council.

SOUTHWEST WASHINGTON  
REGIONAL TRANSPORTATION COUNCIL

ATTEST:

\_\_\_\_\_  
Jeanne E. Stewart  
Chair of the Board

\_\_\_\_\_  
Matt Ransom  
Executive Director

Attachment: Interlocal Cooperative Purchasing Agreement

**INTERLOCAL COOPERATIVE PURCHASING AGREEMENT  
BETWEEN SOUTHWEST WASHINGTON REGIONAL TRANSPORTATION  
COUNCIL AND CLARK COUNTY**

This agreement is made and entered into by and between Southwest Washington Regional Transportation Council, a political subdivision under the laws of the State of Washington (hereinafter referred to as “RTC”), 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.

RTC 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.

RTC and Clark County do not warrant the performance of any contracts by the contractor, nor do RTC 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. 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.

6. Contact Persons:

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

a. RTC:

Matt Ransom  
Executive Director  
Regional Transportation Council  
PO Box 1366  
Vancouver, WA 98666  
(360) 397-6067 ext. 5208

b. CLARK COUNTY:

Priscilla Ricci  
Senior Buyer  
General Services/Purchasing Division  
PO Box 5000  
Vancouver, WA 98666  
(360) 397-2323

7. Recording

A copy of this Agreement shall be recorded in the RCT Purchasing Office and Clark County Purchasing Office.

Agreed to on this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**SOUTHWEST WASHINGTON  
REGIONAL TRANSPORTATION COUNCIL:**

\_\_\_\_\_  
RTC Executive Director Matt Ransom

\_\_\_\_\_  
Date

**APPROVED AS TO FORM ONLY:**

\_\_\_\_\_  
RTC General Counsel Ted Gathe

\_\_\_\_\_  
Date

**FOR CLARK COUNTY:**

\_\_\_\_\_  
Clark County Manager Mark McCauley

\_\_\_\_\_  
Date

**APPROVED AS TO FORM ONLY:**

\_\_\_\_\_  
Deputy Prosecuting Attorney

\_\_\_\_\_  
Date