

CLARK COUNTY STAFF REPORT

DEPARTMENT: Public Works / Parks & Lands Division / Salmon Creek Wastewater Treatment Plant

DATE: June 5, 2018

REQUESTED ACTION: Approve a resolution and authorize the Interim County Manager to sign a professional services agreement with CH2M Engineering allowing a former wastewater treatment plant employee to be used for training and emergency support.

Consent Hearing County Manager

BACKGROUND

The Discovery Clean Water Alliance owns the Salmon Creek Wastewater Treatment Plant. Public Works currently operates the plant under a five-year contract that stated in January 2015.

A long-term plant employee with 27 years of experience recently left the county for a job with a private company. This employee had played a major role in designing and implementing critical support systems, equipment automation and data base control functions.

Hiring a replacement will be difficult since the person will need an extensive background in computer science, systems programming and supervisory control and data acquisition. A new hire will have a complex learning curve, especially because 90 percent of system control operations are site specific to the Salmon Creek plant.

In the interim, Public Works requests the Clark County Council waive competitive negotiating requirements due to a sole source purchase and allow the plant to use its former employee by contracting with CH2M, his new employer.

No other engineering team can quickly understand, troubleshoot and correct systems anomalies without causing potential service disruptions to the community and the Discovery Clean Water Alliance. Having this former employee available will help the treatment plant handle any emergencies and other issues that may arise while the county trains a replacement.

The professional services agreement will run through the end of 2018, with the potential for two one-year extensions. Annual cost will not exceed \$50,000 a year.

COUNCIL POLICY IMPLICATIONS

None.

ADMINISTRATIVE POLICY IMPLICATIONS

None.

PW18-086

COMMUNITY OUTREACH

None.

BUDGET IMPLICATIONS

YES	NO	
X		Action falls within existing budget capacity.
	X	Action falls within existing budget capacity but requires a change of purpose within existing appropriation
	X	Additional budget capacity is necessary and will be requested at the next supplemental. If YES, please complete the budget impact statement. If YES, this action will be referred to the county council with a recommendation from the county manager.

BUDGET DETAILS

Local Fund Dollar Amount	\$150,000 total over the remainder of the 2017-2018 biennium and the 2019-2020 biennium. Cost not to exceed \$50,000 annually without prior written approval of the County.
Grant Fund Dollar Amount	\$0
Account	Salmon Creek Wastewater Treatment Plant
Company Name	CH2M Engineering

DISTRIBUTION:

Council staff will post all staff reports to the county website, www.clark.wa.gov/the-grid.

Attachments: Resolution, Professional Services Agreement

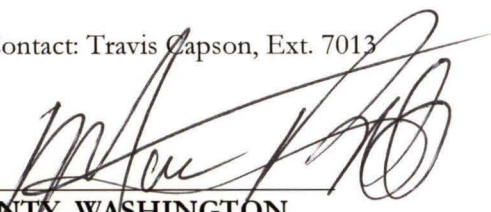


 Dean Boehning
 Clean Water Division Manager



 Heath H. Henderson, PE
 Public Works Director/County Engineer

Primary Staff Contact: Travis Capson, Ext. 7013



APPROVED:
 CLARK COUNTY, WASHINGTON
 CLARK COUNTY COUNCIL

DATE: 6-6-18

SR# 110-18



RESOLUTION NO. 2018- 06-03

A resolution authorizing the purchase of system and network services and waiving the competitive negotiation requirements of RCW 39.04.270 due to a sole source purchase.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18

WHEREAS, County water treatment facility systems and networks were formerly overseen by an engineer with 27 years of experience which resulted in efficient management of emergent conditions; and

WHEREAS, the person overseeing the systems and networks moved from employment with the County to employment with in independent vendor; and,

WHEREAS, the former employee's skill set, developed over the course of 27 years, was uniquely tailored to the County's water treatment systems and networks, making the former employee the only practicable source of those services ; and,

WHEREAS, the Clark County Councilors have determined that it is appropriate to waive the competitive negotiating requirements for the above reasons; now, therefore,

BE IT ORDERED, RESOLVED AND DECREED BY THE CLARK COUNTY COUNCIL, STATE OF WASHINGTON, AS FOLLOWS:

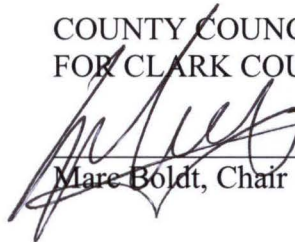
1. The acquisition of the former employee's skill set through contracting with the former employee's new employer is authorized in an amount not to exceed \$50,000 per year in the absence of written consent for additional funds from the County; and
2. The competitive negotiating requirements of RCW 39.04.270 are hereby waived, as this is a sole source purchase and involves special market conditions.

ADOPTED this 5th day of June, 2018.

Attest:


Clerk to the Board

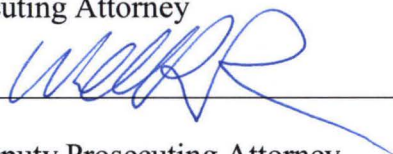
COUNTY COUNCILORS
FOR CLARK COUNTY, WASHINGTON


Marc Boldt, Chair

Jeanne E. Stewart, Councilor

APPROVED AS TO FORM ONLY:
Anthony F. Golik
Prosecuting Attorney

Julie Olson, Councilor

By: 
Deputy Prosecuting Attorney

John Blom, Councilor

Eileen Quiring, Councilor



Professional Services Agreement

Agreement Purchase No. _____

THIS AGREEMENT, entered this 5th day of June 2018, by and between CLARK COUNTY, after this called "County," a political subdivision of the State of Washington, and CH2M, after this called "Contractor."

WHEREAS, the County operates a water treatment facility with complicated system and network issues; and

WHEREAS, the person formerly overseeing system and network issues had 27 years of experience resulting in efficient management of emergent conditions; and

WHEREAS, the person formerly overseeing system and network issues moved from county employment to employment with Contractor; and,

WHEREAS, the County seeks to utilize the Contractor for professional services more particularly set out in Exhibit A, attached hereto and incorporated herein by this reference; and,

WHEREAS, the Contractor's expertise are of such a unique nature that the Contractor is clearly and justifiably the only practicable source to provide the services set out in Exhibit A.

NOW, THEREFORE, the County and the Contractor mutually agree as follows:

1. Services. The Contractor shall perform services as set forth in Exhibit A. The standard of care applicable to the Contractor's services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services. The Contractor will re-perform, without compensation, any services not meeting this standard.

2. Time. The agreement shall be effective on the date indicated first written above.

This agreement will be effective for a year, with the availability of two one-year extensions upon written approval of both parties signed prior to the expiration of the agreement.

3. Compensation. The County shall pay the Contractor for performing said services upon receipt of a written invoice. The parties mutually agree that in no event shall the amount billing exceed the \$50,000 annually without prior written approval of the County.

4. Termination. The County may terminate this agreement immediately upon any breach by the Contractor of the duties set forth in this agreement. Any waiver by the County of one or more breaches shall not be construed as a waiver of any other pending breach or subsequent breach. Further, the County may terminate this agreement upon immediate notice to the Contractor if the funding is reduced in amount. In that event, the Contractor will be reimbursed for services expended up to the date of termination.

5. Independent Contractor. The Contractor shall always be an independent contractor and not an employee of the County, and shall not be entitled to compensation or benefits of any kind except as specifically provided herein.

6. Indemnification / Hold Harmless. Both parties shall defend, indemnify and hold each other, their officers, officials, and employees harmless from claims, injuries, damages, losses or suits including attorney fees, to the proportionate extent, arising out of or resulting from the negligent acts, errors or omissions of the other in performance of this agreement.

7. Wage and hour compliance. The Contractor shall comply with all applicable provisions of the Fair Labor Standards Act and any other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall always save the County free, clear and harmless from all actions, claims, demands and expenses arising out of said act and the rules and regulations that are or may be promulgated in connection therewith.

8. Social Security and Other Taxes. The Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income or other form of taxes, fees, licenses, excises, or payments required by any city, federal or state legislation that is now or may during the term of this agreement be enacted as to all persons employed by the Contractor in performance of the work pursuant to this agreement and shall assume exclusive liability therefore, and meet all requirement's thereunder pursuant to any rules and regulations that are now and may be promulgated in connection therewith.

9. Agreement Documents: The contract documents consist of this agreement, Exhibit A.

10. Equal Employment Opportunity: The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual orientation, age, disability, marital status or national origin.

11. Changes: The County may, from time to time, require changes in the scope of the services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, must be in writing and signed by both parties.

12. Public records act: Notwithstanding the provisions of this agreement to the contrary, to the extent any record, including any electronic, audio, paper or other media, is required to be kept or indexed as a public record in accordance with the Washington Public Records Act, RCW Chapter 42.56, as may hereafter be amended, the Contractor agrees to maintain all records constituting public records and to produce or assist the County in producing such records, within the time frames and parameters set forth in state law. The Contractor further agrees that upon receipt of any written public record request, the Contractor shall, within two business days, notify the County by providing a copy of the request to the Public Records Officer in the Clark County Department of Public Works.

13. Governing Law. This agreement shall be governed by the laws of the State of Washington. Venue for any litigation shall be according to RCW 36.01.050.

14. Confidentiality. With respect to all information relating to County that is confidential and clearly so designated, the Contractor agrees to keep such information confidential.

15. Conflict of Interest. The Contractor has no interest and shall not acquire any interest, direct or indirect, that conflicts in any manner with the performance of services hereunder. The Contractor does not employ and will not employ any person having such interest, nor shall the Contractor utilize any independent contractor with such interest.

16. Consent and Understanding. This agreement contains a complete and integrated understanding between the parties and supersedes any prior understandings, contracts, and/or negotiations, whether oral or written, not set forth herein or in written amendments hereto, duly executed by both parties.

///

///

///

///

///

///

///

///

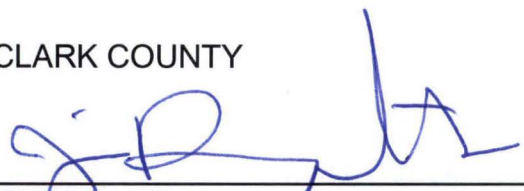
///

///

17. Severability. If any provision of this agreement is held invalid, the remainder will continue in full force and effect despite the invalid provision.

IN WITNESS THEREOF, the County and the Contractor have executed this Agreement on the date first above written.

CLARK COUNTY



Jim Rumpeltes
Interim County Manager


CH2M HILL ENGINEERS, INC.

By

Printed Name

Title

Approved As To Form Only:
ANTHONY F. GOLIK
Prosecuting Attorney

By 

Deputy Civil Prosecutor

Vendor/Contractor:

Have you or any of your employees who will be directly compensated retired from a Washington State Retirement System using the 2008 Early Retirement Factor?

Yes

No

If yes, please provide the name and social security number for each retiree to Clark County Purchasing.