

CLARK COUNTY STAFF REPORT

DEPARTMENT: Public Works / Parks Division

DATE: January 6, 2017

REQUESTED ACTION: Approve the contract with Musco Sports Lighting, LLC to install field lighting at Luke Jensen Sports Park and re-purpose existing capital budget capacity to fund the project

_____ Consent _____ Hearing X County Manager

PUBLIC WORKS GOALS:

- Provide safe and efficient transportation systems in Clark County
- Create and maintain a vibrant system of parks, trails and green spaces
- Continue responsible stewardship of public funds
- Promote family-wage job creation and economic development to support a thriving community
- Maintain a healthy, desirable quality of life
- Increase partnerships and foster an engaged, informed community
- Cultivate a nimble, responsive work force
- Make Public Works a great place to work

BACKGROUND

The contract will authorize Musco Lighting, LLC to deliver and install 4 – 60' galvanized steel poles with lights on Field 3 at Luke Jensen Sports Park. The pole bases and supporting infrastructure were installed when the park was constructed in 2011-'12. Clark County Parks will piggy-back on the existing National Joint Powers Alliance (NJPA) contract with Musco Lighting, LLC, RFP #082114.

Initial funding will come from existing budget capacity in the Greater Clark Parks District (GCPD) maintenance/capital repair budget. The GCPD funding is currently appropriated to support the purchase amount of \$96,700. Staff requests that the budget capacity be re-appropriated to fund the project.

The project would be reimbursed through two sources. The State of WA Recreation and Conservation Office (RCO) awarded a 50% matching grant for this project. RCO will reimburse Clark County for 50% of the project cost.

Salmon Creek Little League (SCLL) has expressed a desire to reimburse Clark County's 50% share of this grant in exchange for the extension of its agreement for the use of Luke Jensen Sports Park. Parks is working with SCLL to draft the extension and bring it to the Board.

COUNCIL POLICY IMPLICATIONS

This action does not propose a change in policy or a refinement of existing policy. It is a confirmation of existing policy to seek external funding and partnership opportunities to deliver a service Clark County may not otherwise be able to provide.

ADMINISTRATIVE POLICY IMPLICATIONS

The contract is consistent with existing policy and practice. There will be no additional expense to the current budget by approving this agreement.

Pw17-011

COMMUNITY OUTREACH

This project is supported by the Parks Advisory Board, and Salmon Creek Little League. It also complies with the intent of the Parks, Recreation and Open Space- Capital Facilities Plan that was BOCC approved in 2015.

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.

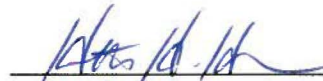
BUDGET DETAILS

Local Fund Dollar Amount - SCLL	\$48,350
Grant Fund Dollar Amount - RCO	\$48,350
Account	MPD 1032 Capital Repair
Company Name	Musco Lighting, LLC

DISTRIBUTION:

Board staff will post all staff reports to The Grid. <http://www.clark.wa.gov/thegrid/>


 Bill Bjerke
 Parks Manager


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

APPROVED: _____
CLARK COUNTY, WASHINGTON
BOARD OF COUNTY COUNCILORS

DATE: _____

SR# _____

APPROVED: 
 Mark McCauley, County Manager

DATE: 1/18/17

BUDGET IMPACT ATTACHMENT

Part I: Narrative Explanation

I. A – Explanation of what the request does that has fiscal impact and the assumptions for developing revenue and costing information

Initial funding to support this project will come from existing budget capacity in the Greater Clark Parks District (GCPD) maintenance/capital repair budget.

BOCC approval to re-purpose existing capital budget capacity will be necessary.

Part II: Estimated Revenues

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	MPD	Total	MPD	Total	MPD	Total
RCO Grant Fund		\$48,350				
Salmon Creek LL Reimbursement		\$48,350				
Total		\$96,700				

II. A – Describe the type of revenue (grant, fees, etc.)

The project will be reimbursed at 100% through from two sources. The State of WA Recreation and Conservation Office (RCO) awarded a 50% matching grant for this project. RCO will reimburse Clark County for 50% of the project cost.

Salmon Creek Little League (SCLL) will reimburse Clark County's 50% share of this grant in exchange for the extension of its agreement for the use of Luke Jensen Sports Park. Parks is working with SCLL to draft the extension and bring it to the Board.

Part III: Estimated Expenditures

III. A – Expenditures summed up

Fund #/Title	FTE's	Current Biennium		Next Biennium		Second Biennium	
		MPD	Total	MPD	Total	MPD	Total
1032 MPD Capital Repair Fund			\$96,700				
Total			\$96,700				

III. B – Expenditure by object category

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	MPD	Total	MPD	Total	MPD	Total
Salary/Benefits						
Contractual						
Supplies						
Travel						
Other controllables						
Capital Outlays		\$96,700				
Inter-fund Transfers						
Debt Service						
Total		\$96,700				

Professional Services Contract

Contract Purchase No.731687

January 2017



THIS CONTRACT, entered this _____ day of ~~December~~ 2016, by and between

CLARK COUNTY, after this called "County," a political subdivision of the State of Washington, and Musco Sports Lighting, LLC, after this called "Contractor."

WITNESSETH

WHEREAS, the Contractor has been chosen through a competitive bid process by the County, via PO# 731687, and has the expertise to provide professional services for Clark County and to perform those services more particularly set out in the proposal attached hereto and incorporated herein by this reference as Exhibit A.

WHEREAS, Clark County does not have available staff to provide such services for the benefit of the services of Clark County, NOW, THEREFORE,

THE COUNTY AND THE CONTRACTOR MUTUALLY AGREE AS FOLLOWS:

1. Services. The Contractor shall perform services as set forth in Exhibit A.
2. Time. The Contract shall be effective beginning ~~December~~ January _____, 2016 and ending

January 2017



February 28, 2017.

3. Compensation. County shall pay the Contractor for performing said services upon receipt of a written invoice according to the schedule set forth in Exhibit A, which is attached hereto and incorporated herein by this reference. The parties mutually agree that in no event shall the amount billing exceed the dollar amount in Exhibit A ^{plus applicable taxes} without prior approval of the County.



4. Termination. The County may terminate this Contract immediately upon any breach by Contractor in the duties of Contractor as set forth in Contract. The waiver by the

County of one or more breaches shall not be construed as a waiver of any subsequent breach or breaches. Further, County may terminate this Contract upon immediate notice to Contractor in the event that the funding for the project ceases or is reduced in amount. 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. The ~~Contractor~~ ^{Contractor} shall defend, indemnify and hold the County, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the ~~Contractor~~ ^{Contractor} in performance of this Contract, except for injuries and damages caused by the sole negligence of the County. Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the ~~Contractor~~ ^{Contractor} and the County, its officers, officials, employees, and volunteers, the ~~Contractor's~~ ^{Contractor's} liability, including the duty and cost to defend, hereunder shall be only to the extent of the ~~Contractor's~~ ^{Contractor's} negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the ~~Contractor's~~ ^{Contractor's} ~~Contractor's~~ ^{Contractor's} waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Contract.

7. Wage and hour compliance. 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 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 Contract be enacted as to all persons employed by the Contractor in performance of the work pursuant to this Contract and shall assume exclusive liability therefore, and meet all requirements thereunder pursuant to any rules and regulations that are now and may be promulgated in connection therewith.

9. Contract Documents: Contract documents consist of this Contract, Exhibit A, which includes price quote, scope of work and invoice schedule; and Exhibit B, which includes the RFP/NJPA contract # 082114-MSL.

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: 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, which are mutually agreed upon by and between County and the Contractor, shall be in writing, signed by both parties and incorporated in the written amendments to the Contract.

12. Public records act: Notwithstanding the provisions of this Contract 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, Contractor agrees to maintain all records constituting public records and to produce or assist Clark County in producing such records, within the time frames and parameters set forth in state law. Contractor further agrees that upon receipt of any written public record request, Contractor shall, within two business days, notify Clark County by providing a copy of the request to the Clark County Public Records Officer/Department of Public Works.

13. Governing Law. This Contract shall be governed by the laws of the State of Washington. Venue for any litigation shall be in Superior Court for the State of Washington in Clark County, Washington.

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 covenants that it has had no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder. The Contractor further covenants that no person having such interest shall be employed by it, or shall perform services as an independent contractor with it, in the performance of this Contract.


16. Consent and Understanding. This Contract contains a complete and integrated understanding of the Contract between the parties and supersedes any understandings, contract, 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 Contract is held invalid, the remainder would then continue to conform to the terms and requirements of applicable law.

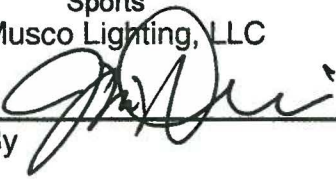
IN WITNESS THEREOF, County and the Contractor have executed this Contract on the date first above written.

CLARK COUNTY



Mark McCauley, County Manager

Sports
Musco Lighting, LLC



By

James M. Hansen

Printed Name

Secretary

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.