

Resolution 2021-51

Intergovernmental Cooperative Purchasing Agreement Between Kootenai County, Idaho and Spokane County, Washington – Spokane’s Project No. P12268

WHEREAS, pursuant to the provisions of the *Idaho Code*, Section 31-604, the Board of County Commissioners of Kootenai County has the power, authority and responsibility to make such contracts, and purchase and hold such personal property, as may be necessary to the exercise of its powers; and

WHEREAS, pursuant to the provisions of the *Idaho Code*, Section 67-2806, the Board of County Commissioners must let out for bid the purchase or lease of all supplies, equipment, materials (“goods”) and services; and

WHEREAS, pursuant to the provisions of *Idaho Code*, Section 67-2807, with the approval of its governing board, a political subdivision may participate in cooperative purchasing agreements with other government entities, or associations thereof; and

WHEREAS, pursuant to the provisions of the *Idaho Code*, Section 67-2326, the Board of Kootenai County Commissioners, as a public agency defined in *Idaho Code*, Section 67-2327, is permitted to make the most efficient use of its powers by cooperating to its mutual advantage and thereby provide services and facilities and perform functions in a manner that will best accord with geographic, economic, population, and other factors influencing the needs and development of Kootenai County; and

WHEREAS, pursuant to the provisions of the *Idaho Code*, Section 67-2328, the Board of Kootenai County Commissioners may by resolution enter into an agreement with another county agency for joint or cooperative action which includes, but is not limited to, joint use, ownership and/or operation agreements pursuant to the provisions of this joint exercise of powers act; and

WHEREAS, Kootenai County, Idaho and Spokane County are desirous of taking advantage of contracts for the procurement of supplies, equipment, materials (“goods”) and services negotiated by each public agency with private vendors and awarded in accordance with the competitive bidding laws of this State.

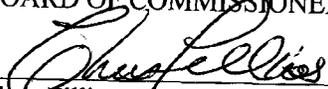
NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Kootenai County that either the Chairman of the Board of County Commissioners of Kootenai County, or a majority of the Board, be and is hereby authorized to execute the attached intergovernmental cooperative purchasing agreement, pursuant to which, under certain terms and conditions, Kootenai County, Idaho and Spokane County, Washington may take advantage of certain goods or services contracts awarded and/or negotiated by the other entity.

Upon a motion to adopt the text of the foregoing Resolution made by Commissioner Brooks, seconded by Commissioner Duncan, the following vote was recorded:

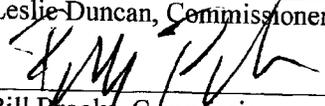
Commissioner Brooks: Aye
Commissioner Duncan: Aye
Chairman Fillios: Aye

Upon said roll call, the text of the foregoing was duly enacted as a Resolution of the Board of Commissioners of Kootenai County, Idaho on April 20, 2021.

KOOTENAI COUNTY
BOARD OF COMMISSIONERS

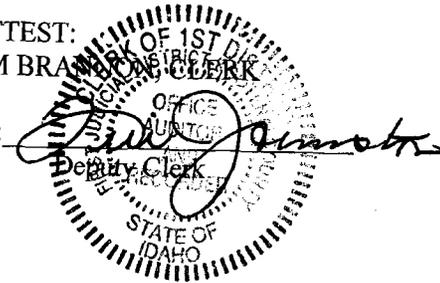

Chris Fillios, Chairman


Leslie Duncan, Commissioner


Bill Brooks, Commissioner

ATTEST:
JIM BRADY, CLERK

By:



**INTERGOVERNMENTAL COOPERATIVE
PURCHASING AGREEMENT**

Pursuant to Chapter 39.34 RCW and to other provisions of the law, Spokane County, Washington and Kootenai County, Idaho, hereby agree to cooperative governmental purchasing upon the following terms and conditions.

WITNESSETH:

WHEREAS, pursuant to the provisions of the RCW Section 36.32.120(6) for Spokane County, and pursuant to the provisions of the Idaho Code (I.C.), Section 31-604, for Kootenai County, the Board of County Commissioners of each of the two respective counties have the care of County property and the management of County funds and business each for their own respective county; and

WHEREAS, pursuant to the provisions of the RCW Section 36.32.235, et seq., for Spokane County and pursuant to the provisions of the Title 67, Chapter 28, Idaho Statutes, for Kootenai County, the Board of County Commissioners for each of the two respective counties must let out for bid the purchase or lease of all supplies, equipment, materials and services, as well as capital improvements each for their own respective county and for all elected officials thereof; and

WHEREAS, pursuant to the provisions of the RCW Section 39.34.030(2) for Spokane County, and pursuant to the provisions of the I.C., Section 67-2326, et. seq., for Kootenai County, any two (2) or more public agencies may enter into agreements with one another for joint or cooperative action pursuant to the provisions of Chapter 39.34 RCW for Spokane County and pursuant to the provisions of I.C. 67-2326, for Kootenai County; and

WHEREAS, pursuant to the provisions of RCW Section 39.34.080 for Spokane County and pursuant to the provisions of I.C., Section 67-2328 for Kootenai County, any one (1) or more public agencies may contract with any one (1) or more other public agencies to perform any governmental service, activity or undertaking which each public agency entering into the contract is authorized by law to perform; and

WHEREAS, Spokane County and Kootenai County are desirous of taking advantage of contracts for the procurement of supplies, equipment, materials and services negotiated by each public agency with private vendors and awarded in accordance with the competitive bidding laws of this State.

NOW, THEREFORE, the parties agree as follows:

1. Purpose. Spokane County and Kootenai County each obtain supplies, equipment, materials and services pursuant to the competitive bidding laws of the State; and following the award of such bids, negotiate agreements with private vendors for the procurement of such supplies, equipment, materials, and services. It is the intent of the parties in entering into this Intergovernmental Cooperative Purchasing Agreement to extend such contracts to each other to the extent permitted by law, and in a manner agreed upon by the parties.

2. Administration. No separate and distinct legal entity shall be created to conduct this joint undertaking. Day-to-day administration of this agreement shall be through managers appointed by each party. The parties shall form a joint board comprised of the managers appointed by each party.

3. Duration and Termination. This agreement shall take effect immediately, and shall continue until terminated by the parties. Either party may terminate this agreement with or without notice to the other party.

4. Compliance with Applicable Laws. Spokane County and Kootenai County accept responsibility for compliance with any additional or varying laws and regulations governing purchases by or on behalf of their entity.

5. Method of Purchasing Supplies, Equipment, Materials and Services. A purchase by Spokane County or Kootenai County shall be effected by a purchase order from that entity, directed to the vendor or other party contracting to furnish goods or services to Spokane County or Kootenai County.

6. General Provisions:

(a) Each party accepts no responsibility for the performance of any purchasing contract by the vendor, and each accepts no responsibility for payment of the purchase price by the other party.

(b) Each party reserves the right to contract independently for the purchase of any goods or services, with or without notice to the other party.

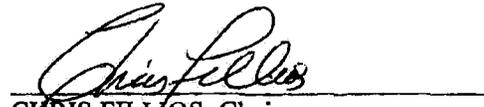
(c) Spokane County and Kootenai County reserve the right to exclude the other party, or any class containing the other party, from any purchasing contract, with or without notice to the other party.

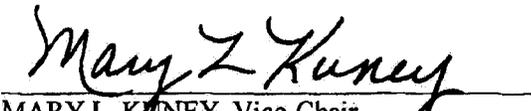
(d) This Agreement covers all Spokane County and Kootenai County goods and services purchase contracts.

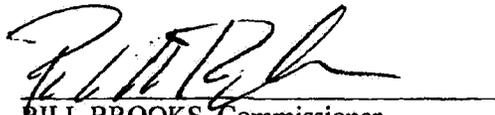
SPOKANE COUNTY

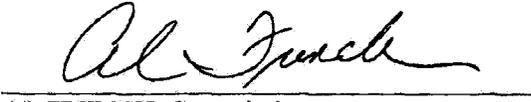
KOOTENAI COUNTY, IDAHO

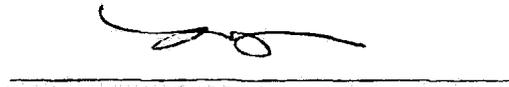

JOSH KERNS, Chair


CHRIS FILLIOS, Chair

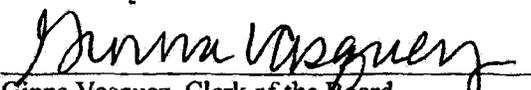

MARY L. KONEY, Vice-Chair


BILL BROOKS, Commissioner

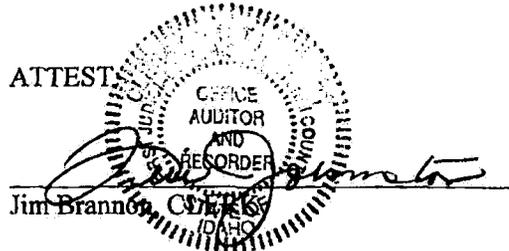

AL FRENCH, Commissioner


LESLIE DUNCAN, Commissioner

ATTEST:


Ginna Vasquez, Clerk of the Board

ATTEST:


Jim Brannon, Clerk

Date: 5.11.2021

Date: 4/20/21

