County Commissioners' Meeting Agenda
Monday, July 28, 2014 - 9:00am
150 Courthouse Drive, Driggs, ID – 1st Floor Meeting Room

9:00 **Meeting Called to Order** – Kelly Park, Chair
Amendments to the agenda.

Juvenile Probation – Quarterly Report

Administrative Business *will be dealt with as time permits*

9:30 **Open Mic -** *Public opportunity to address the board*

10:00 FY 2015 Budget
1. Clerk's Memo #6

11:00 **Tax Deed Public Hearing** – Bonnie Hatch, Treasurer

Administrative Business cont.

12:00 **Public Auction – Tax Deed Sale**
1. RP003100TRAC10
2. RP001500000020A

BREAK

1:00 **Public Works – Jay Mazalewski, Engineer**
1. Road & Bridge
   a. Fox Creek Park n Ride Bid Results

1:30 SW Collection Proposal – Voorhees & RAD

2:15 Law Enforcement Center
1. Contract Closeout - Ormond Builders
2. Signage Update

Administrative Business
1. Approve Available Minutes
2. Other Business
   a. Guardian ad Litem/Court Appointed Special Advocate Contract
   b. Conflict Public Defender Contract
   c. TV Business Development Center & MOU with Dept. of Commerce
   d. Regional Behavioral Health Board Appointment
   e. Law Enforcement Center – Change Order Review
   f. Resolution 2014-0728 Records Destruction (BOE)
   g. Rudd & Company Engagement Letter for FY 2014 audit
3. Committee Reports
4. Claims

Adjourn

Upcoming Meetings
August 11 – 8:30 am EODH Meeting, 9:30 am Regular Meeting
August 11 – 5:30 pm Public Hearings (BoCC)
August 14 – IAC Webinar: Planning & Zoning (Jerry Mason)
August 25 – 9:00 am Regular Meeting & FY 2015 Budget Hearing
August 28 – 8:30 am Meet as Board of Canvassers

TETON COUNTY JUVENILE PROBATION

89 N MAIN Ste 4 • DRIGGS ID 83422 • P208-354-3862 • F208-354-2994

Brittany Campbell
Chief Juvenile Probation Officer

Commissioner Report

ON June 30th 2014

Total number of Juveniles on formal PROBATION – 8
Male – 5
Female - 3

Total number of Juveniles on DIVERSION – 5
Male – 5
Female -0

Interstate Compact – 2
Juveniles supervised in Teton County through ICJ – 0
Juveniles supervised in other states through ICJ -2

Courtesy Supervision – 0
Juveniles supervised in Teton County -0
Juveniles supervised in other counties – 0

Juveniles in Department of Juvenile Corrections – 1

The following information has been compiled for the past THREE months (April 1-June 30st 2014)

Number of drug tests done – 31
Positive – 12
Negative – 19

How many times each drug came up positive

NICOTINE – 9
THC (Marijuana)-2
ALCOHOL-1
AMPHETIMINES-0
CREATININE- 0

Probation violations filed – 3

Juveniles whose probation was revoked due to noncompliance – 0

Days Juveniles spent in 5-C – 52 days

Days Juveniles over 18 years of age spent in Madison County Jail – 0

Juveniles released from probation/diversion – Probation-0 / Diversion-4

Cases transferred to Adult Misdemeanor Probation – 0

Money collected from cost of supervision fee – $1,655.00

Money collected from drug testing fee - $ 408.00

Money collected from other fee-$ 0

Offenses committed by Juveniles currently on probation

Alcohol minor consumption – 2
Disturbing the peace – 2
Fraudulent use of a transaction card- 1
Operating a Vehicle without owner's consent-1
Possession of drug paraphernalia – 2
Possession of controlled substance- 2
Property-malicious injury to property – 3
Runaway-2

Upcoming Trainings: Renee will be attending the IJJA conference in Moscow on September 8-10th, 2014. We received a scholarship to cover all costs of the conference.

We received the Millennium Restorative Justice Grant to fund restorative practice in the schools, the community and probation. The grant funds total $8,200.00.

ONE DAY SNAPSHOTS OF JUVENILE PROBATION CASE LOAD

	Formal Probation		DIVERSION		Courtesy Supervision with Other States		Courtesy Supervision with Other Counties		In IDJC State Custody	
	M	*F*	*M*	*F*	*In-Idaho*	*Out*	*In-Teton*	*Out*	*M*	*F*
JUNE 30 2008	20	3	0	0	0	3	1	1	0	0
SEPTEMBER 30 2008	22	3	0	0	0	3	0	0	0	0
DECEMBER 31 2008	24	5	3	0	0	2	1	0	0	0
Actual 08 YTD Totals	**46**	**11**	**3**	**0**	**0**	**3**	**4**	**2**	**0**	**0**
MARCH 31 2009	24	11	2	0	1	1	1	0	0	0
JUNE 30 2009	24	10	0	0	1	4	1	1	0	0
SEPTEMBER 30 2009	28	6	0	0	1	4	2	3	0	0
DECEMBER 31 2009	25	6	1	0	0	4	2	4	0	0
Actual 09 YTD Totals	**44**	**13**	**3**	**0**	**1**	**7**	**3**	**4**	**0**	**0**
MARCH 31 2010	14	4	1	1	0	4	0	3	0	0
JUNE 30 2010	14	4	3	0	0	4	0	2	0	0
SEPTEMBER 30 2010	13	4	4	1	0	4	0	2	0	0
DECEMBER 31 2010	10	3	1	1	0	2	0	0	0	0
Actual 10 YTD Totals	**27**	**7**	**7**	**3**	**0**	**4**	**0**	**3**	**0**	**0**
MARCH 31 2011	12	4	1	1	0	2	0	0	1	0
JUNE 30 2011	10	3	2	0	0	2	0	0	1	0
SEPTEMBER 30 2011	8	3	6	0	0	0	1	0	1	1
DECEMBER 31 2011	8	5	7	0	0	0	1	0	1	1
Actual 11 YTD Totals	**16**	**6**	**7**	**1**	**0**	**3**	**1**	**1**	**1**	**1**

MARCH 31 2012	18	5	5	0	0	0	2	0	0	1
JUNE 30 2012	16	5	8	1	0	3	2	0	0	1
SEPTEMBER 30 2012	14	4	2	0	0	5	1	0	0	1
DECEMBER 31 2012	8	2	7	4		5	1	0	0	1
Actual 12 YTD Totals	**14**	**6**	**11**	**5**	**0**	**5**	**1**	**0**	**0**	**1**
MARCH 31 2013	6	2	6	4	0	6	1	0	0	1
JUNE 30 2013	3	4	2	5	0	5	1	0	0	0
SEPTEMBER 30 2013	9	5	1	4	0	3	1	0	0	0
DECEMBER 31 2013	8	3	1	0	0	3	0	0	0	1
Actual 13 YTD Totals	**12**	**5**	**6**	**5**	**0**	**6**	**1**	**0**	**0**	**1**
MARCH 31 2014	5	3	0	5	0	2	0	0	0	1
JUNE 30 2014	5	3	5	0	0	2	0	0	0	1
SEPTEMBER 30 2014										
DECEMBER 31 2014										
Actual 14 YTD Totals	**10**	**6**	**5**	**5**	**0**	**4**	**0**	**0**	**0**	**2**

QUARTERLY REPORT ON JUVENILE PROBATION NUMBERS

	Drug Tests Done	Positive	Negative	Percent Positive	Probation Violations	Days Juveniles Spent at 5-C	Releases from JV Probation
JAN-JUN 08	103	43	55	42%	13	120	17
JULY-SEPT 08	86	36	50	42%	10	55	8
OCT-DEC 08	92	39	53	42%	10	79	5
08 YTD TOTALS	**281**	**118**	**158**	**42%**	**33**	**254**	**21**
JAN-MAR 09	118	61	57	52%	6	90	5
APR-JUN 09	166	96	70	58%	5	87	8
JUL-SEPT 09	117	61	56	52%	6	106	7
OCT-DEC 09	72	18	54	25%	3	145	7
09 YTD TOTALS	**473**	**236**	**237**	**50%**	**20**	**428**	**27**
JAN-MAR 10	44	12	32	27%	1	5	12
APR-JUN 10	39	20	19	51%	2	9	3
JUL-SEPT 10	32	19	13	59%	3	21	4
OCT-DEC 10	46	23	23	50%	5	78	3
10 YTD TOTALS	**161**	**74**	**87**	**46%**	**11**	**113**	**22**
JAN-MAR 11	73	39	34	53%	5	95	2
APR-JUNE 11	57	36	21	63%	6	41	3
JUL-SEPTE 11	48	39	9	81%	5	120	4
OCT-DEC 11	55	43	12	78%	1	19	6
11 YTD TOTALS	**233**	**157**	**76**	**67%**	**17**	**275**	**15**
JAN-MAR 12	97	68	29	70%	3	135	1
APR-JUNE 12	95	60	35	63%	6	15	6
JUL- SEPT 12	94	38	26	40%	0	16	4
OCT-DEC 12	40	9	31	29%	2	5	2
12 YTD TOTALS	**326**	**175**	**121**	**69%**	**11**	**171**	**13**

JAN-MAR 13	24	1	23	0.04%	1	5	4
APR-JUNE 13	39	9	30	0.3	2	14	8
JUL-SEPT 13	40	14	26	0.35%	4	25	6
OCT-DEC 13	25	16	9	0.56%	3	50	7
13 YTD TOTALS	**128**	**40**	**88**	**14%**	**10**	**94**	**25**
JAN-MAR 14	36	16	20	44.00%	2	65	1
APR-JUNE 14	31	12	19	38%	3	55	3
JUL-SEPT 14							
OCT-DEC 14							
13 YTD TOTALS	**67**	**28**	**39**	**44%**	**5**	**120**	**4**

Grant Application Proposal

Please complete and return this form to the Commissioner's office.

Department or Board applying for Grant: Teton County Sheriffs Office

Contact Person: Mitchell Golden Intended Project Manager: Mitchell Golden

Grant Title: IECC 2015 Grant

Granting Agency: Idaho Emergency Communications Commission

Date of Award Decision: September 1st 2014

Grant Timeline: October 1st 2014 - October 1st 2016

Dollar Amount of Grant Request: $13,225 + $2,000 (Approximation, still awaiting quotes)

Teton County obligations if grant is awarded *(match, continuing maintenance, reporting schedule)*:

None

Other contingencies of grant: N/A

Other agencies involved in the grant and their obligations: N/A

Brief written overview of grant: The TCSO is Applying for a new dedicated Server for Dispatch's CAD. (Computer Assisted Dispatch) This is to replace a Server running the CAD currently along with 2 other Virtual servers. We are also requesting funds to pay for maintenance costs of the 911 Call Logger and Battery Backup (UPS) system. (still awaiting final quote)

Benefit of grant to citizens Teton County: Provide ongoing quality and efficent 911 services to Teton County

Signed: _____ Date: 7/25/14
(Contact Person Listed Above)

Signed: _____ Date: 7/25/14
(Responsible Elected Official or Department Head)

Board of Commissioners Decision: ☐ Approved (Applicant may prepare a grant application on behalf of Teton County. The completed application must be submitted to the Board for review and signature.)

☐ Denied

Signed: _____ Date: _____
(Commissioner)

Maintenance Invoice

Invoice #
14972

DSS Corporation
18311 W. 10 Mile Road
Suite 200
Southfield MI 48075
248-569-6440
www.dss-corp.com

Bill To	Ship To
Accounts Payable Teton County Sheriff 89 N Main Driggs ID 83422 United States	Teton County Sheriff 89 N Main Driggs ID 83422 United States

Terms	PO #	Account #	MA Start Date	MA End Date
Due on rece...		551722	5/4/2014	5/3/2015

Item	MA Qty	Description	Unit Price	Serial Num...	Amount
M/A Recorders	1	MAINTENANCE AGREEMENT FROM 5/4/2014 THROUGH 5/3/2015 ON:	2,000.00		2,000.00
M/A Recorders	16	EQTR001 EQTR001 VoiceEquature Voice Capture license per device - requires digital / analog recording cards	0.00	EQ100937	0.00
M/A Recorders	1	4U29 EQAIS4U DSS 4U Recording System Hardware Expandable Redundant Power Supply Multi-channel Playback, Site License Remote Alarm 180,000-Hour Raid Capable Online Storage 50,000-Hour Removable Archive	0.00		0.00
M/A Recorders	1	EQAISRAID1 EQAIS RAID 1 option	0.00		0.00
M/A Recorders	1	910-0804-001 LD2409 EQLDA24 LD2409 24-Port Analog Recording card	0.00		0.00
M/A Recorders	1	MAINTENANCE AGREEMENT INCLUDES: -SOFTWARE UPDATES AND SUPPORT -TELEPHONE/REMOTE (DESKTOP STREAMING) SUPPORT -ALL LABOR -ALL PARTS -PRIORITY SERVICE	0.00		0.00

PLEASE PAY INVOICE ON OR BEFORE MAINTENANCE START DATE

Subtotal	2,000.00
Shipping Cost (Best Way)	0.00
Total	$2,000.00

14972

QUOTATION

Quote #:	682691393
Customer #:	37159702
Contract #:	
CustomerAgreement #:	
Quote Date:	05/16/2014
Customer Name:	TETON COUNTY

Date: 5/16/2014

Thanks for choosing Dell! Your quote is detailed below; please review the quote for product and informational accuracy. If you find errors or desire certain changes please contact your sales professional as soon as possible.

Sales Professional Information

SALES REP:	LINDSEY NORDLING	**PHONE:**	1800 - 4563355
Email Address:	Lindsey_Nordling@Dell.com	**Phone Ext:**	80000

GROUP: 1 QUANTITY: 1 SYSTEM PRICE: $11,224.38 GROUP TOTAL: $11,224.38

Description	Quantity
PowerEdge R720, Intel Xeon E-26XX Processors (210-ABVP)	1
PowerEdge R720 Motherboard, TPM (591-BBBP)	1
Dell Hardware Limited Warranty Plus On Site Service Extended Year (939-2678)	1
Dell Hardware Limited Warranty Plus On Site Service Initial Year (939-2768)	1
Dell ProSupport Plus. For tech support, visit www.dell.com/prosupport/regionalcontacts (951-2015)	1
ProSupport Plus: Next Business Day Onsite Service After Problem Diagnosis, 3 Year Extended (951-7865)	1
ProSupport Plus: Next Business Day Onsite Service After Problem Diagnosis, Initial Year (951-7871)	1
ProSupport Plus: 7x24 HW/SW Tech Support and Assistance, 4 Year (951-7876)	1
On-Site Installation Declined (900-9997)	1
Proactive Maintenance Service Declined (926-2979)	1
Declined Remote Consulting Service (973-2426)	1
PowerEdge R720 Shipping (331-4437)	1
Risers with up to 6, x8 PCIe Slots + 1, x16 PCIe Slot (331-4440)	1
iDRAC7 Enterprise (421-5339)	1
Broadcom 5720 QP 1Gb Network Daughter Card (430-4418)	1
2.5" Chassis with up to 8 Hard Drives (317-8472)	1
Bezel (318-1375)	1
Power Saving Dell Active Power Controller (330-5116)	1
UEFI BIOS Setting (331-3765)	1
RAID 1+RAID 10 for H710P/H710/H310 (2 + 4-14 HDDs) (331-4393)	1
PERC H710P Integrated RAID Controller, 1GB NV Cache (342-3531)	1
Heat Sink for PowerEdge R720 and R720xd (331-4508)	1
Intel Xeon E5-2640v2 2.0GHz, 20M Cache, 7.2GT/s QPI, Turbo, HT, 8C, 95W, Max Mem 1600MHz (338-BCZZ)	1
DIMM Blanks for Systems with 2 Processors (317-8688)	1
Heat Sink for PowerEdge R720 and R720xd (331-4508)	1
Intel Xeon E5-2640v2 2.0GHz, 20M Cache, 7.2GT/s QPI, Turbo, HT, 8C, 95W, Max Mem 1600MHz,2nd Proc (338-BDBP)	1

16GB RDIMM, 1600MT/s, Low Volt, Dual Rank, x4 Data Width (319-1812)	2
1600 MHz RDIMMS (331-4424)	1
Performance Optimized (331-4428)	1
1TB 7.2K RPM SATA 3Gbps 2.5in Hot-plug Hard Drive (342-1998)	6
250GB 7.2K RPM SATA 3Gbps 2.5in Hot-plug Hard Drive (341-8725)	2
Electronic System Documentation and OpenManage DVD Kit for R720 and R720xd (331-5914)	1
DVD+/-RW, SATA, INTERNAL (313-9090)	1
ReadyRails Static Rails for 2/4-post Racks (330-5466)	1
Dual, Hot-plug, Redundant Power Supply (1+1), 750W (331-4605)	1
Power Cord, NEMA 5-15P to C13, 15 amp, wall plug, 10 feet / 3 meter (310-8509)	2
Windows Server 2012R2 Standard Edition,Factory Installed, No Media, 2 Socket, 2 VMs,NO CALs (618-BBDS)	1
Windows Server 2012R2, Standard Edition,Media Kit (618-BBDF)	1
Windows Server 2008SP2,2008R2,2012 Standard Edition,Downgrade Media (618-BBDK)	1
Microsoft SQL Server 2012 Standard,OEM, Includes 5 USER CALs, NFI, with Downgrade Media Incl (421-8260)	1

***Total Purchase Price:**	**$11,224.38**
Product Subtotal:	$11,224.38
Tax:	$0.00
Shipping & Handling:	$0.00
State Environmental Fee:	$0.00
Shipping Method:	LTL 5 DAY OR LESS

(Amount denoted in $)*

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The information in this document is believed to be accurate. However, Dell assumes no responsibility for inaccuracies, errors, or omissions, and shall not be liable for direct, indirect, special, incidental, or consequential damages resulting from any such error or omission. Dell is not responsible for pricing or other errors, and reserves the right to cancel orders arising from such errors.
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Terms of Sale

This quote is valid for 30 days unless otherwise stated. Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by the following agreements, each of which are incorporated herein by reference and available in hardcopy from Dell at your request:

If this purchase is for your internal use only: Dell's Commercial Terms of Sale (www.dell.com/CTS), which incorporate Dell's U.S. Return Policy (www.dell.com/returnpolicy) and Warranty (www.dell.com/warrantyterms).

If this purchase is intended for resale: Dell's Reseller Terms of Sale (www.dell.com/resellerterms).

If this purchase includes services: in addition to the foregoing applicable terms, Dell's Service Terms (www.dell.com/servicecontracts/global).

If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - Type A (www.dell.com/AEULA) and use of the Dell-branded system software is subject to the Dell End User License Agreement - Type S (www.dell.com/SEULA).

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

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If you are a department, agency, division, or office of any district, state, county or municipal government within the United States ("Public Customer"), the following terms ("Public Customer Terms") apply in addition to the foregoing terms: A. If any portion of the foregoing terms and conditions (or any terms referenced therein) is prohibited by law, such portion shall not apply to you. Notwithstanding anything to the contrary, the End User License Agreements shall take precedence in all conflicts relevant to your use of any software. B. By placing your order, you confirm that (1) you are a contracting officer or other authorized representative of Public Customer with authority to bind the Public Customer to these terms and conditions, and (2) you have read and agree to be bound by these terms and conditions.

Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Sales tax on products shipped is based on your "Ship To" address, and for software downloads is based on your "Bill To" address. Please indicate

any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: Dell Marketing L.P. Note: All tax quoted above is an estimate; final taxes will be listed on the invoice. If you have any questions regarding tax please send an e-mail to Tax_Department@dell.com.

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.

All information supplied to TETON COUNTY for the purpose of this proposal is to be considered confidential information belonging to Dell.

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Idaho Statutes

TITLE 63
REVENUE AND TAXATION

CHAPTER 10
COLLECTION OF DELINQUENCY ON REAL, PERSONAL AND OPERATING PROPERTY

63-1006. HEARING AND ISSUANCE OF TAX DEED. (1) When a record owner or owners or any party in interest upon whom a notice of pending issue of tax deed is served or who has actual knowledge of such notice or its contents fails, to appear or otherwise defend and answer at the time set for hearing in such notice and the county commissioners are satisfied that the county tax collector has fulfilled the requirements of section 63-1005, Idaho Code, the county commissioners shall, without further notice, immediately direct the county tax collector to issue and record a tax deed in favor of the county.

(2) When a record owner or owners or any party in interest upon whom such notice is served or who has actual knowledge of such notice or its contents appears or answers at the date specified in such notice, the county commissioners shall hear evidence and witnesses and make a final decision in writing. Such final decision shall be mailed by registered or certified mail return receipt demanded upon all parties affected by its action. If the county commissioners shall find that the county tax collector has conformed to the requirements of section 63-1005, Idaho Code, and that a delinquency was owing on the property described and that such delinquency has not been paid, the county commissioners shall immediately direct the county tax collector to issue a tax deed in favor of the county. Such final decision shall include findings of fact and conclusions of law.

(3) A record of the proceedings shall be kept and entered into the county minutes.

(4) Any person who is aggrieved by a final decision of the county commissioners concerning the issuance of a tax deed is entitled to have that decision reviewed by the district court of the district wherein the county is located by filing a petition in the district court within thirty (30) days after receipt of the final decision of the county commissioners. Such filing does not itself stay enforcement of the county commissioners' decision; however, the county commissioners may grant, or the reviewing court may order, a stay upon appropriate terms. Review shall be conducted by the court without a jury and shall be confined to the record in the county minutes. The court may reverse or modify the decision of the county commissioners if substantial rights of the appellant have been prejudiced because the county commissioners' findings, conclusions or decisions are:

(a) Made upon unlawful procedure;

(b) Clearly erroneous in view of reliable, probative and substantial evidence on the whole record; or

(c) Arbitrary or capricious or characterized by abuse of discretion or clearly unwarranted exercise of discretion.

(5) All costs and fees of any hearing or proceeding shall be awarded to the prevailing party or in the discretion of the reviewing court each party shall be responsible for their own costs and fees; provided

however, the costs and fees shall not be ordered paid by any county or its officials in absence of a showing of gross negligence, gross nonfeasance or gross malfeasance by the county or its officers and a showing of substantial and definite injury to the petitioning party.

(6) The form of the tax deed issued must contain the following items:

(a) The name and address of the former record owner or owners;

(b) The name of the county in whose favor the tax deed issues;

(c) An accurate description of the property using a township, range, section and division of section, together with a statement as to acreage, or in the appropriate case, using block and lot numbers or as described in a city plat; and if appropriate, include the tax number;

(d) A statement that the tax deed issues out of a delinquency and hearing; and

(e) The tax deed must be signed by the county tax collector and acknowledged before the county recorder and shall be recorded as provided by law.

History:

[63-1006 added 1996, ch. 98, sec. 11, p. 384.]

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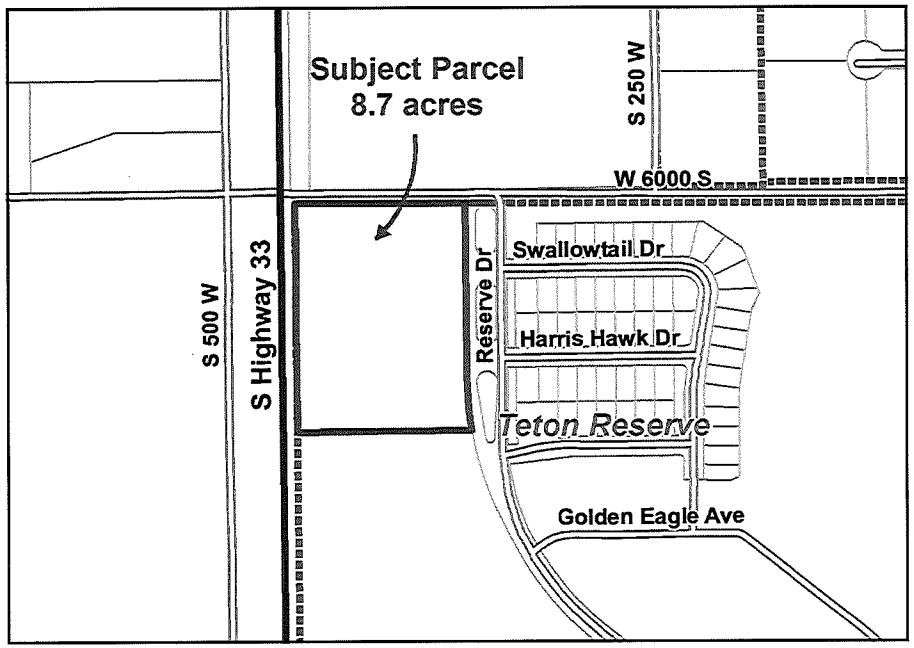
PROPERTY TAX DEED AUCTION

July 28, 2014 – 12:00 Noon

Teton County Idaho Courthouse – 150 Courthouse Drive, Driggs, ID 83422
COMPLETE SALE PACKET AVAILABLE @ www.tetoncountyidaho.gov

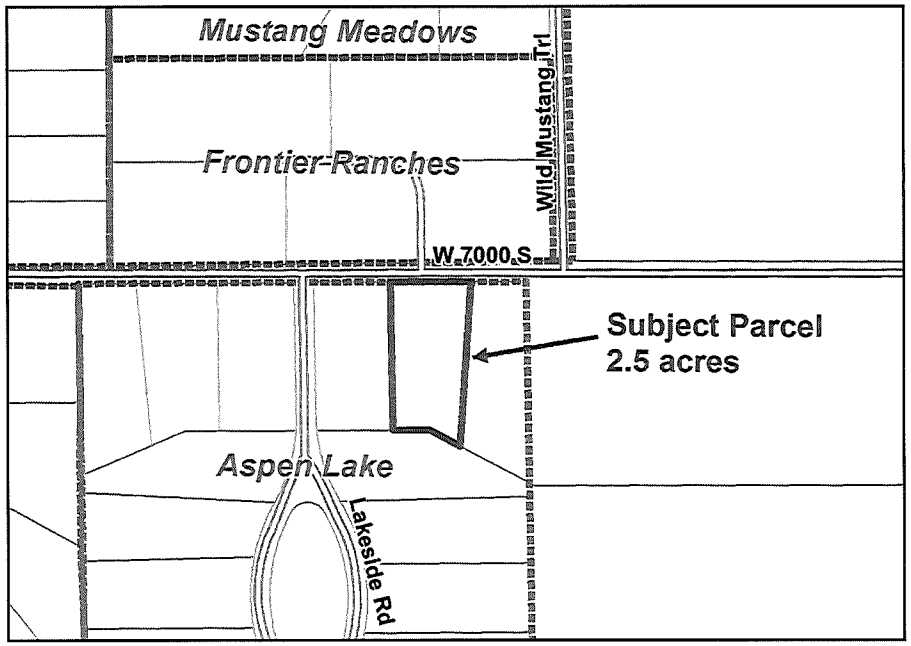
TETON RESERVE PUD - VICTOR, ID 83455



Sale Item #1 ⇨ Highway 33 & W 6000 S (RP003100TRAC10)
Legal Description: Tract 1, SEC35, T4N, R45E
Zoning AG 2.5, Victor Area of Impact – 8.7 Acres
Delinquent Tax Payer: Real Capital Funding, LTD, Sandy, UT

STARTING BID PRICE $198,100.00

ASPEN LAKE SUBDIVISION, VICTOR, ID 83455



Sale Item #2 ⇨ 1319 W 7000 S (RP001500000020A)
Legal Description: Lot 2, SEC 3, T3N, R45 – 2.5 Acres
Delinquent Tax Payer: Grant Fleming, Victor, ID

STARTING BID PRICE $6,600.00

Disclaimer: Property Will Be Sold As Is and per IC§31-808, 63-1005 & 63-1006D. Due Diligence & Financing is Buyer's Responsibility.
QUESTIONS: Treasurer Bonnie Hatch (208) 354 – 2254 or Commissioners (208) 354-8775

Teton County Expenses As of July 28, 2014

SALE ITEM #	Parcel # & Description	County Taxes, Fees & Interest	County Legal Expenses	TVN Advertising 1-3-435	Valley Citizen Advertising 1-3-435	County HOA Dues Owed	County Auctioneer 1-3-435	Total County Expenses	SALE PRICE	Amount to Disperse	Amount, if any, to Owner of Record
	Teton Reserve - Tract 1										
#1	RP003100TRAC10A as of 7/21	197,456.86	254.30	418.50	354.55			**198484.21**			
	8.7 Acres										
	Victor Area of Impact - Ag 2.5										
	Post Sale Required Mailing		5.00					**5.00**			
								198489.21			
	Aspen Lake Subdivision										
#2	RP001500000020A as of 7/28	2,725.49	338.18	418.50	354.55	2919.21		**6755.93**			
	2.5 Acre 1319 W7000S *Victor Area of Impact - Ag 2.5*										
	Post Sale Required Mailing		5.00					**5.00**			
								6760.93			

Teton Valley News has been paid $_____ from 01-03-435
Valley Citizen has been paid $_____ from 01-03-435

A check to Aspen Lake Subdivision HOA for $ _____ needs to be cut
A check to _____ for $_____ needs to be cut
A check to _____ for $_____ needs to be cut

Tax Collector Check in Amount of $_____
Teton County Check in Amount of $_____

Total Cash Received
Checks Totaling
Total Funds Received for two properties =
County Expenses Total
HOA & Other to Receive $ - $ -

TAX DEED SALE

Property Auction July 28, 2014 - 12:00 Noon

Teton County Courthouse

Sale Items #1

Teton Reserve PUD - Highway 33 & W 6000 S

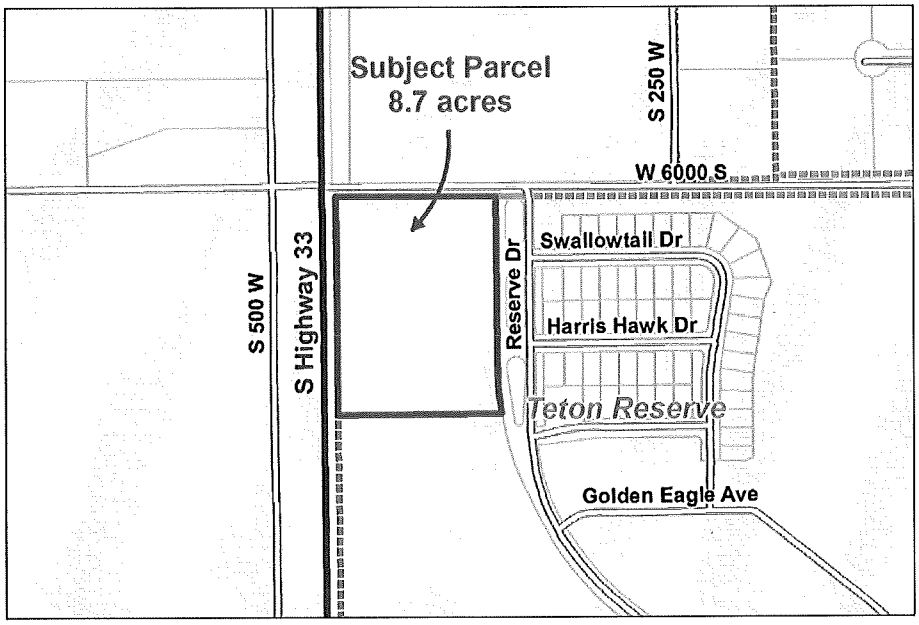
Victor, ID 83455

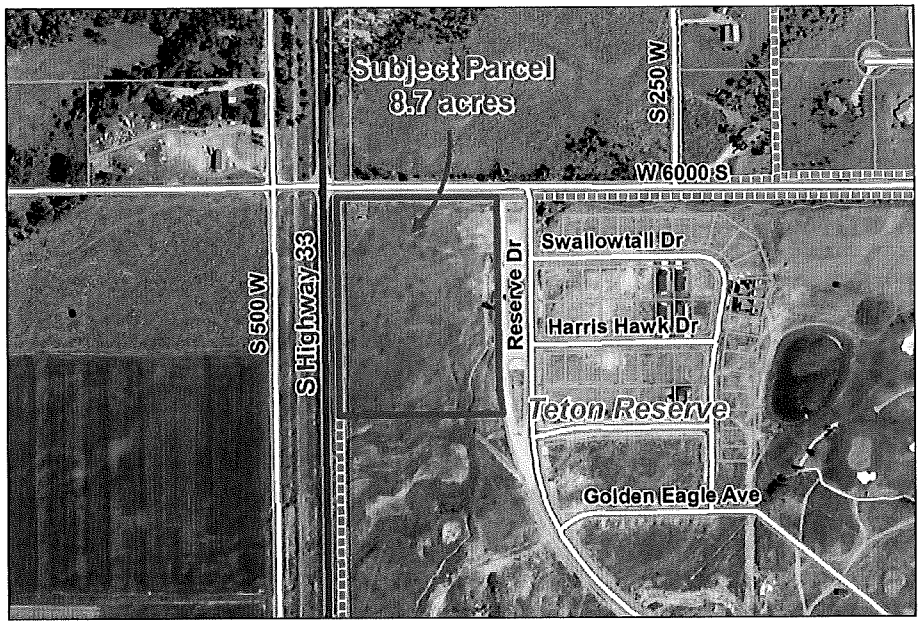
Legal Descriptions: Tract 1, SEC35 T4N R45E Teton Reserve PUD

Delinquent Tax Payers: Real Capital Funding, LTD, Sandy, UT

Disclaimer: Property Will Be Sold As Is. Due Diligence & Financing is Buyer's Responsibility.

STARTING BID PRICE PER LOT $198,100.00





QUITCLAIM DEED

THIS QUITCLAIM DEED made this ____th day of July, 2014, between **TETON COUNTY**, a political subdivision of the State of Idaho, by and through the Board of Teton County Commissioners, 150 Courthouse Drive, Driggs, ID 83422, Grantor, for value received and having met the statutory requirements does hereby convey, release, remise and forever quit claim unto, _____,_____Grantee, the following described premises to wit:

Tract 1-Commercial Teton Reserve Planned Unit Development, (Formerly Teton Country Club), Teton County, Idaho, as the same appears on the official plat thereof recorded March 3, 2003, as Instrument number 153363.
Also known as:
A parcel of land lying in the Northeast Quarter of Section 35, Township 4 North, Range 45 East, Boise Meridian, Teton County, Idaho more particularly described as follows: Commencing at the North Quarter corner of said Section 35; thence along the North line of said Section 35, N 89°24'07" E 216.46 feet; Thence S 00° 32'55" E 28.87 feet to a point on the Southerly Right of Way of 600 South and the Easterly Right of Way of Highway 33 to the true point of beginning;
Thence along said southerly Right of Way N 89 58'32" E 529.75 feet to a point on the Westerly Right of Way of Teton Reserve Drive; Thence along said Westerly Right of Way S 00°27'07" E 546.11 feet to a point on a tangent curve to the left having a Radius of 1000.00 feet, a Delta of 09°29'53", a Chord of 165.58 feet which bears S 05° 12' 04"E; Thence along said curve for an Arc distance of 165.77 feet; Thence S 89° 27' 05" W 542.24 feet to a point on the Easterly Right of Way of Highway 33; Thence along said Easterly Right of Way N 00° 32' 55" W 716.00 feet to the true point of beginning.

Together with and including all improvements thereon and all appurtenances and hereditaments thereunto belonging; subject to all covenants, conditions, restrictions, easements, reservations, encumbrances, rights and rights-of-way of sight and/or record, and subject to applicable zoning laws and restrictions.

IN WITNESS WHEREOF, Grantors have hereunto set their hands on July ___, 2014.

ATTEST:

_____
Mary Lou Hansen, Teton County Clerk

GRANTOR:

Board of Teton County Commissioners

_____
By: Kelly Park, Chairman

State of Idaho
ss.
County of Teton

On this ___ day of July, 2014 before me, a Notary Public, personally appeared Kelly Park, acting in his capacity as Chairman of the Board of Teton Commissioners, and known to me to be the persons whose names are subscribed to the within instrument, and who acknowledged to me that they executed the same.

_____
Notary Public for Idaho
Commission Expires: _____

QUITCLAIM DEED

THIS QUITCLAIM DEED made this ____th day of July, 2014, between **TETON COUNTY**, a political subdivision of the State of Idaho, by and through the Board of Teton County Commissioners, 150 Courthouse Drive, Driggs, ID 83422, Grantor, for value received and having met the statutory requirements does hereby convey, release, remise and forever quit claim unto, _____,_____Grantee, the following described premises to wit:

Lot 2, Aspen Lake Subdivision, Teton County, Idaho as per the plat recorded February 28, 1994, as Instrument No. 115445.

Together with and including all improvements thereon and all appurtenances and hereditaments thereunto belonging; subject to all covenants, conditions, restrictions, easements, reservations, encumbrances, rights and rights-of-way of sight and/or record, and subject to applicable zoning laws and restrictions.

IN WITNESS WHEREOF, Grantors have hereunto set their hands on July ___, 2014.

ATTEST:

_____
Mary Lou Hansen, Teton County Clerk

GRANTOR:

Board of Teton County Commissioners

_____
By: Kelly Park, Chairman

State of Idaho
ss.
County of Teton

On this ___ day of July, 2014 before me, a Notary Public, personally appeared Kelly Park, acting in his capacity as Chairman of the Board of Teton Commissioners, and known to me to be the persons whose names are subscribed to the within instrument, and who acknowledged to me that they executed the same.

_____
Notary Public for Idaho
Commission Expires: _____

TAX DEED SALE

Property Auction July 28, 2014 - 12:00 Noon

Teton County Courthouse

Sale Items #2

Aspen Lake Subdivision - 1319 W 7000 S

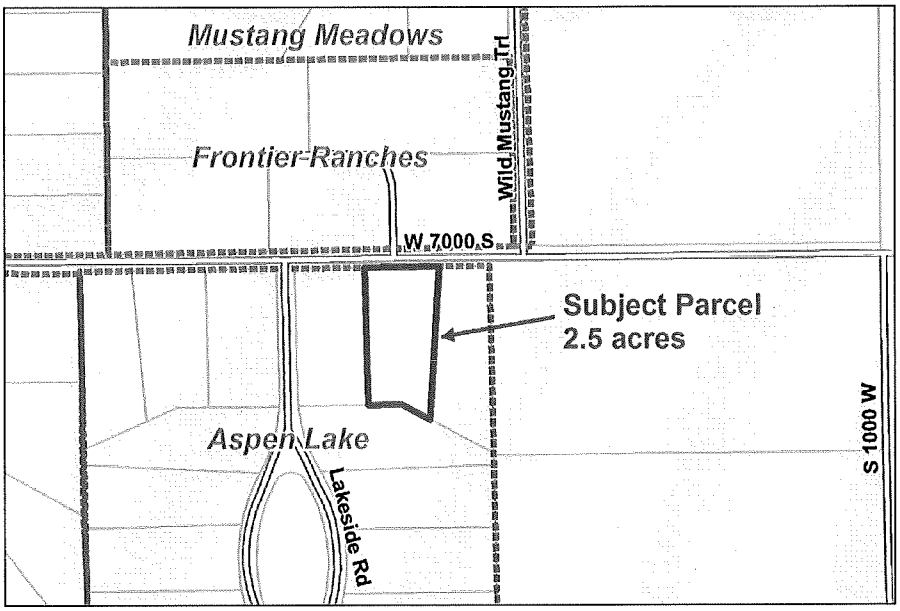
Victor, ID 83455

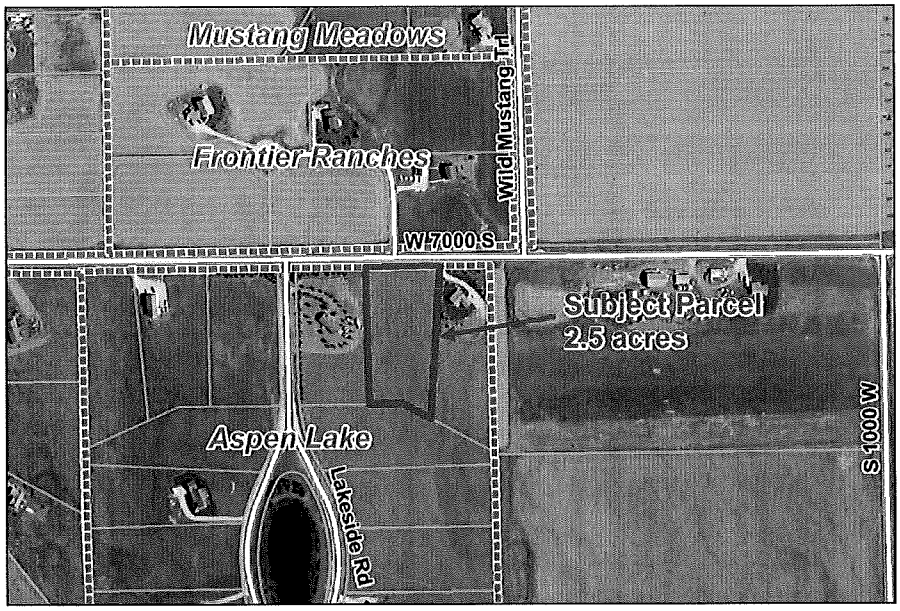
Legal Descriptions: Lot 2, SEC3 T3N R45E Aspen Lake Subdivision

Delinquent Tax Payers: Grant Fleming, Victor, ID

Disclaimer: Property Will Be Sold As Is. Due Diligence & Financing is Buyer's Responsibility.

STARTING BID PRICE PER LOT $6,600.00





PUBLIC AUCTION OF REAL PROPERTY BY TETON COUNTY, IDAHO TERMS AND CONDITIONS

SALE DATE: JULY 28, 2014

TIME: PUBLIC AUCTION COMMENCES PROMPTLY AT 12:00 NOON
ALL BIDDERS MUST PRE-REGISTER PRIOR TO THE AUCTION TO BID ON THE PROPERTIES OFFERED FOR SALE.

PRE-REGISTRATION SHALL COMMENCE AT 11 A.M.. AT THE OFFICE OF THE COMMISSIONER'S ASSISTANT, DAWN FELCHLE, LOCATED IN THE LOWER LEVEL OF THE TETON COUNTY COURTHOUSE, 150 COURTHOUSE DRIVE, DRIGGS, IDAHO 83422.

TO PARTICIPATE IN THE AUCTION A BIDDER MUST BE A "QUALIFIED BIDDER" MEANING AT THE TIME OF REGISTRATION, THE BIDDER MUST DEPOSIT CASH OR A CERTIFIED OR CASHIERS CHECK FROM A FDIC INSURED INSTITUTION IN AN AMOUNT EQUAL TO $500.00 PRIOR TO BIDDING AND SIGN THIS STATEMENT OF TERMS AND CONDITIONS. ANYONE BIDDING WITHOUT PRE- REGISTERING PRIOR TO THE AUCTION WILL BE ASKED TO LEAVE THE AUCTION AND WILL NOT BE PERMITTED TO RETURN.

AUCTION LOCATION: TETON COUNTY COMMISSIONERS' MEETING ROOM AT 150 COURTHOUSE DRIVE, DRIGGS, IDAHO 83422.

THE OPENING BID PRICE FOR THE AUCTIONED PROPERTIES WILL BE:
ITEM #1 $ 198,100.00 RP003100TRAC10A, Teton Reserve PUD, Victor, ID 83455
ITEM #2 $ 6,600.00 RP001500000020A, Aspen Lake Subdivision, 1319 W7000S, Victor, ID 83455

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS OF SALE VERY CAREFULLY! IF YOU HAVE ANY QUESTIONS OR DO NOT UNDERSTAND THESE TERMS AND CONDITIONS YOU MAY WISH TO CONSULT AN ATTORNEY. THE TERMS AND CONDITIONS OF THE SALE ARE NON-NEGOTIABLE AND ARE DEEMED UNDERSTOOD AND AGREED TO BY PARTICIPATION IN THE AUCTION.

A. **THE PROPERTY IS BEING SOLD "AS-IS, WHERE-IS" AND WITH "ALL FAULTS."** TETON COUNTY HAS NOT MADE, DOES NOT MAKE AND WILL NOT MAKE, AND HEREBY DISCLAIMS, ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESSED OR IMPLIED OR STATUTORY, WHETHER ORAL OR WRITTEN, WITH RESPECT TO THE PROPERTY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY AS TO ITS VALUE, CONDITION, ACREAGE, SQUARE FOOTAGE, SUITABILITY, MERCHANTABILITY, MARKETABILITY,

OPERABILITY, ZONING OR SUBDIVISION REGULATIONS, MINERAL RIGHTS, ENVIRONMENTAL CONDITION OR FITNESS FOR A PARTICULAR USE OR PURPOSE, OR ANY OTHER MATTER WITH RESPECT TO THE PROPERTY. PERSONAL ON-SITE INSPECTION OF THE PROPERTY IS RECOMMENDED AND BIDDERS ARE ADVISED TO INDEPENDENTLY VERIFY ALL INFORMATION THEY DEEM IMPORTANT. BIDDER ACKNOWLEDGES THAT TETON COUNTY MAY HAVE ACQUIRED THE SUBJECT PROPERTY VERY RECENTLY AND ACCORDINGLY HAS LITTLE OR NO FAMILIARITY WITH IT.

B. TETON COUNTY SHALL NOT BE LIABLE FOR ANY RELIEF INCLUDING DAMAGES, RESCISSION, REFORMATION, ALLOWANCE OR ADJUSTMENTS BASED ON ANY ISSUES WITH THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, AMOUNT OF ACREAGE, SQUARE FOOTAGE, ZONING, ENVIRONMENTAL CONDITION, FAILURE TO CONFORM TO ANY SPECIFIC STANDARD OR EXPECTATION, OR ANY THIRD PARTY DOCUMENTS OR INFORMATION.

C. ANY PERSONAL PROPERTY, DEBRIS OR GARBAGE NOT REMOVED FROM THE PROPERTY PRIOR TO A CLOSING WILL BE THE RESPONSIBILITY OF THE PURCHASER TO REMOVE. TETON COUNTY MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING ANY PERSONAL PROPERTY LOCATED ON THE PROPERTY. TETON COUNTY MAKES NO REPRESENTATIONS CONCERNING THE VALUE, INCOME POTENTIAL OR THE CURRENT AND/OR FUTURE USE OF THE PROPERTY. ALL BIDDERS SHOULD COMPLETE THEIR DUE DILIGENCE IN CONNECTION WITH THE PURCHASE OF THE PROPERTIES PRIOR TO THE AUCTION.

D. IT IS THE PURCHASER'S SOLE RESPONSIBILITY TO PERFORM ALL INSPECTIONS AND DUE DILIGENCE (LEGAL, ENVIRONMENTAL, ECONOMIC OR OTHERWISE) OF THE PROPERTY AND TO BE SATISFIED AS TO ITS CONDITION PRIOR TO BIDDING; AND TO INDEPENDENTLY VERIFY ANY INFORMATION THEY DEEM IMPORTANT INCLUDING INFORMATION AVAILABLE IN PUBLIC RECORDS.

E. ALL INFORMATION CONTAINED IN ANY PROMOTIONAL MATERIALS IS BELIEVED TO BE CORRECT; BUT, TETON COUNTY MAKES NO PROMISE, REPRESENTATION, GUARANTEE, OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. THE BIDDER IS RESPONSIBLE FOR VERIFYING ALL INFORMATION THROUGH PUBLIC RECORDS.

F. THE BIDDING FOR EACH PROPERTY WILL START WITH THE OPENING BID PRICE. FOR A QUALIFIED BIDDER TO ENTER INTO AN AGREEMENT OF PURCHASE AND SALE WITH TETON COUNTY, SUCH QUALIFIED BIDDER MUST HAVE BID THE HIGHEST PRICE FOR THE

PROPERTY.

G. ANY PERSON BIDDING ON BEHALF OF ANOTHER PERSON OR ENTITY MUST HAVE A VALID, LEGALLY ENFORCEABLE, UNEXPIRED, RECORDABLE POWER OF ATTORNEY PRIOR TO THE AUCTION. IF A PURCHASER IS BIDDING ON BEHALF OF A CORPORATION, THE BIDDER SHALL BE INDIVIDUALLY BOUND UNTIL THE BIDDER PRESENTS A CORPORATE RESOLUTION PRIOR TO CLOSING.

H. THE SUCCESSFUL BIDDER'S OBLIGATION TO PAY THEIR FULL BID AMOUNT AT THE TETON COUNTY TREASURER'S OFFICE WITHIN 48 BUSINESS HOURS OF THE AUCTION CLOSING IS NOT CONDITIONAL OR CONTINGENT ON THE PURCHASER OBTAINING MORTGAGE FINANCING, LOAN OR ANY FINANCIAL ASSISTANCE OF ANY KIND, INCLUDING GIFTS, FROM ANY THIRD PARTIES. THE SUCCESSFUL BIDDER'S DEPOSIT MADE AT PRE-REGISTRATIO SHALL BE CONSIDERED AS DOWN PAYMENT AND AS EARNEST MONEY, AND IF THE SUCCESSFUL BIDDER SHALL FAIL TO CLOSE WITHIN 48 BUSINESS HOURS OF THE AUCTION CLOSING THEN THE EARNEST MONEY/DOWN PAYMENT SHALL BE FORFEITED TO TETON COUNTY AS LIQUIDATED DAMAGES. AND NO QUITCLAIM DEED SHALL BE EXECUTED OR RECORDED UNTIL THE PURCHASE PRICE IS PAID IN FULL.

AGREED AND ACCEPTED BY BIDDER

_____

BIDDER SIGNATURE DATE

_____

PRINT NAME

RECEIVED BY TETON COUNTY, IDAHO ON JULY 28, 2014
CHECK NO. _____,OR CASH _____ IN THE AMOUNT OF $_____.

_____

DAWN FELCHLE
DEPUTY CLERK TETON COUNTY, IDAHO

TAX DEED PROPERTY SALE
DISCLAIMER to BUYERS

Research and Inspect Thoroughly Before You Bid

Prospective buyers are urged to examine the title, location and desirability of the properties available to their own satisfaction prior to the sale.

Properties are sold "AS IS"

The sale of these properties should not, in any way, be equated to real estate sales by licensed salespeople, brokers or realtors. Teton County assumes no liability for any possible liens, encumbrances or easements, recorded or not recorded.

Please Note

Prospective buyers are advised that some bonds or other assessments which are levied by agencies or offices other than the treasurer-tax collector may still be outstanding after the tax sale; in addition, the I.R.S. has the option of redeeming, up until 120 days after the sale, any property on which there is an I.R.S. lien recorded.

Dawn Felchle
Teton County Commissioners' Office
150 Courthouse Drive – Room 219, Driggs, ID 83422
(208) 354-8775 ◆ Email: commissioners@co.teton.id.us

TETON COUNTY IDAHO TAX DEED PROPERTY AUCTION
QUESTIONS & ANSWERS

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1. DOES THE TAXING AUTHORITY SELL TAX LIEN CERTIFICATES OR DEEDS?

We do not sell tax lien certificates or deeds in Idaho. If property taxes on real property become three (3) years delinquent, the county takes title to the property through a process called "tax deed." This process involves extensive research to make sure that all individuals who are a legal "party in interest"(Idaho Code §63-1005) are notified of the delinquency and given an opportunity to pay the tax and retain their interest. In Teton County the tax deed hearing is held in June or July of each year.

2. HOW IS THE TAX DEED PROPERTY SOLD?

The county commissioners control the decisions to auction property acquired through tax deed. Idaho Code§31-808 outlines the powers and duties of the Board of Commissioners with regard to tax deed auctions (sales).

In Teton County, when tax deed properties are to be sold, the Teton County Commissioners will schedule an auction to be held within 14 months of the tax deed hearing. The successful bidder must present payment in full in cash or by cashier's check or bank wire transfer, at the Teton County Treasurer's office within 48 business hours of the auction closing. Once payment in full is made to Teton County, a Quit Claim Deed will be recorded and a copy of the recorded deed will be presented to the Buyer.

3. WHEN AND WHERE ARE AUCTIONS HELD? HOW DO I FIND OUT IF AN AUCTION IS SCHEDULED?

The next auction has been scheduled for July 28, 2014 @ 12:00 noon. The auction will be conducted in the Teton County Commissioners' Chambers located at 150 Courthouse Drive, Driggs, ID (1st floor). A minimum of ten (10) days prior to the auction a notice will appear in the Teton Valley News (paper of record) providing a list of properties to be sold, a legal description and street address for each property, or if no street address, a description of the location stating distance and direction from the nearest city.

4. CAN I GET MORE DETAILED INFORMATION ON THE PROPERTIES TO BE SOLD? WHERE?

Go to the Teton County Website at www.tetoncountyidaho.gov - click on the announcement "Tax Deed Auction" and follow the links to the Treasurer's "Additional Information" for Tax Deed Auction. Specific property information is obtained by clicking on the parcel number. Additional information is available by accessing the Teton County GIS site for parcel and plat data http://www.tetoncountyidaho.gov/department.php?deptID=14.

5. HOW IS THE MINIMUM BID SET?

The minimum bid includes all current, delinquent and estimated current year taxes, certifications, special assessments, interest, late charge, fees and costs incurred.

6. WHAT IS THE RATE OF INTEREST ON DELINQUENT TAXES?

Interest on delinquent taxes accrues at 1% per month. There is no statutory interest rate, which applies to parcels taken by the county through the tax deed process. We apply 1% per month when calculating recommended bid requirements.

7. WHAT HAPPENS TO THE PROCEEDS OF THE SALE OF TAX DEED PROPERTY?

Proceeds from the sale of tax deed properties are distributed according to Idaho Code§31-808 2(b) "If the property to be sold has been acquired by tax deed, pursuant to the provisions of chapter 10, title 63, Idaho Code, the proceeds from the sale, after payment of all delinquent taxes, late charges, interest and costs, including the cost for maintaining the property, shall be apportioned by the board of county commissioners to parties in interest as defined in section 63-201, Idaho Code, and then to the owner (s) of record of such property at the time the tax deed was issued on the property." The claims information and deadlines are outlined in subsection (c) of the same code section.

8. WHAT IS THE REDEMPTION PERIOD FOR TAX DEED PROPERTIES?

Property taken through the tax deed process may be redeemed by the owner(s) or other party(ies) holding a recorded legal interest in the property within one (1) year of tax deed issuance or until sold at public auction, whichever comes first. After sale at public auction, there is an additional one (1) year period in which the property may be redeemed if the tax deed process is proven to be irregular.

9. WHAT ARE THE RULES OF SALE REGARDING PAYMENT?

Terms of sale are determined by the commissioners, requiring payment in full in cash, by cashier's check or bank wire transfer (guaranteed funds) received no later than 48 business hours of the auction's close in the office of the Teton County Treasurer.

10. WHAT IS THE PROCESS FOR GETTING A DEED TO THE PROPERTY?

Teton County issues a Quit Claim Deed upon the sale of property taken through tax deed.

11. WHAT ARE THE RULES OF SALE FOR "BID-IN" PROPERTIES?

This is not applicable in Idaho.

TETON COUNTY MAKES NO REPRESENTATION OR GUARANTEE AS TO THE ACCESSIBILITY, VALUE OR USABILITY OF THE PROPERTIES TO BE AUCTIONED.

Dawn Felchle
Teton County Commissioners' Office
150 Courthouse Drive – Room 109, Driggs, ID 83422
(208) 354-8775 ◆ Email: commissioners@co.teton.id.us

From: Kathy Rinaldi
Sent: Tuesday, July 22, 2014 2:35 PM
To: Dawn Felchle
Subject: FW: Cedron Rd (8000 S)

FYI

Kathy Rinaldi
Teton County Commissioner
208-709-4543

From: Maureen Rigel [maureenriegel@gmail.com]
Sent: Tuesday, July 22, 2014 8:18 AM
To: Kelly Park
Cc: Sid Kunz
Subject: Cedron Rd (8000 S)

Cedron Road is considered a "major collector " by Teton County. I support this designation. I travel Cedron Road frequently. Aside from the usual cars and trucks, I see farmers driving farm equipment to their fields. I see ranchers on horseback moving cattle. I I frequently see children and families on four wheelers assessing trailheads or visiting friends. I see snowplows, dump trucks and school busses. There are also dirt bikers and road bikers, motorcyclist and mountain bikers, snowmobilers and snow bikers using this road. In the summer, the number of boat trailers heading to the Teton River is astounding. In the winter, cars in ditches are a common occurrence. People from all walks of life riding in all types of vehicles use Cedron road for their livelihood, their transportation and recreation. Using impact fees to begin the process of bringing this road up to the 30 foot wide Teton County Road Standard (for major collectors) is a good idea. Safe roads are important for all of us and our families.

Maureen Riegel
Victor

GAL/CASA ATTORNEY AGREEMENT FOR SERVICES

WHEREAS, Teton County, Idaho, hereinafter referred to as "County", from time to time requires the services of an attorney to represent volunteer Guardian ad Litems / Court Appointed Special Advocates (GAL/CASA) in all court proceedings, protect the rights of abused, abandoned and neglected children referred to the courts, participate in all negotiated settlements, and advocate for needed services to help victims heal from the trauma of abuse; and

WHEREAS, Bart Birch, Herb Heimerl, Pam Parkins, and Billie Siddoway are licensed attorneys in the State of Idaho and are willing to represent volunteer Guardian ad Litems/ Court Appointed Special Advocates (hereafter collectively referred to as "Attorney");

NOW THEREFORE, the parties agree to the following terms and conditions:

WITNESSETH:

1. **Description of Work:** Attorney agrees to represent volunteer Guardian ad Litems/ Court Appointed Special Advocates when appointed by the Court.

2. **Rotation:** The Clerk of District Court shall contact each Attorney on a rotating basis. If the Attorney whose turn it is in the rotation has a conflict the Clerk will move to the next Defending in the rotation. If all Attorneys are conflicted the County may use another attorney.

3. **Compensation**: Attorneys who are not willing to represent volunteer Guardian ad Litems pro bono will be paid $60.00 per hour to represent volunteer Guardian ad Litems/ Court Appointed Special Advocates.

4. **Travel Time:** If Attorney must travel further than thirty (30) miles round trip per appearance / occurrence in order to attend court or to meet with volunteer Guardian ad Litems/ Court Appointed Special Advocates in Teton, Madison, Bonneville, or Jefferson County, Attorney will be reimbursed at current IRS standard mileage rates for business travel. Reimbursement is only available for per occurrence, round trip mileage that exceeds thirty (30) miles. Written pre-approval from the County Clerk must be received for any travel outside of Teton (Idaho and Wyoming), Madison, Bonneville, or Jefferson Counties.

5. **Responsibility of the Parties**: Attorney agrees to provide office materials and office equipment to perform the above services at no additional cost to County. Attorney further agrees to comply with all federal, state, city and local rules and regulations and requirements of the Idaho State Bar, including any continuing or other education requirements. The parties further agree that the Attorney and all their employees are independent contactors of County and in no way receive benefits of employment with the County. Attorney further agrees to maintain in full force and effect legal malpractice coverage (the pro bono attorney can obtain liability insurance through the Idaho Volunteer Lawyer's Program), and, if such is required by Idaho Law, worker's compensation for Attorney and any agent, employee and staff Attorney may employ.

6. **Termination:** Either party may terminate this contract upon 30 days advance notice. In the event of termination, Attorney shall, as soon as possible, present to County the case numbers of all cases pending wherein Attorney is the attorney of record, along with current billings relating to each case. Unless otherwise ordered by the Court, Attorney will complete such cases prior to termination of this Agreement.

7. This is the entire agreement of the parties and can only be amended or modified by agreement of the parties.

In witness whereof, the parties have executed this Agreement on this ____ day of July, 2014.

TETON COUNTY:

_____
Kelly Park
Chairman of Board of County Commissioners

ATTORNEY:

_____
Bart Birch

_____
Herb Heimerl

_____
Pam Parkins

_____
Billie Siddoway

CONFLICT PUBLIC DEFENDER AGREEMENT FOR SERVICES

WHEREAS, Teton County, Idaho, hereinafter referred to as "County", requires the services of an independent contract attorney to serve as Public Defender when the Moulton Law Office has a conflict; and

WHEREAS, Bart Birch, Herb Heimerl, Pam Parkins, and Billie Siddoway, hereinafter collectively referred to as "Defending Attorney", are licensed attorneys in the State of Idaho and have the necessary specialized training, education, experience and specialized knowledge to be Conflict Public Defenders;

NOW THEREFORE, the parties agree to the following terms and conditions:

WITNESSETH:

1. **Description of Work:** Defending Attorney agrees to provide legal services, when the Moulton Law Office has a conflict, to Defendants in Teton County who qualify for a public defender.

2. **Rotation:** The Clerk of District Court shall contact each Defending Attorney on a rotating basis whenever the Moulton Law Office has a conflict. If the Defending Attorney whose turn it is in the rotation has a conflict the Clerk will move to the next Defending Attorney in the rotation. If all Defending Attorneys are conflicted the County may use another attorney.

3. **Compensation**: Defending Attorney will be paid $60.00 per hour to represent Defendants who qualify for a public defender.

4. **Travel Time:** If Defending Attorney must travel further than thirty (30) miles round trip per appearance / occurrence in order to attend court or to meet with Defendants in Teton, Madison, Bonneville, or Jefferson County, Defending Attorney will be reimbursed at current IRS standard mileage rates for business travel. Reimbursement is only available for per occurrence, round trip mileage that exceeds thirty (30) miles. Written pre-approval from the County Clerk must be received for any travel outside of Teton (Idaho and Wyoming), Madison, Bonneville, or Jefferson Counties.

5. **Responsibility of the Parties**: County shall assume certain costs associated with providing a proper defense in the assigned cases, including but not limited to, costs associated with experts and depositions. Defending Attorney agrees to provide office materials and office equipment to perform the above services at no additional cost to County. Defending Attorney further agrees to comply with all federal, state, city and local rules and regulations and requirements of the Idaho State Bar, including any continuing or other education requirements. The parties further agree that the Defending Attorney and all their employees are independent contactors of County and in no way receive benefits of employment with the County. Defending Attorney further agrees to maintain in full force and effect legal malpractice coverage, and, if such is required by Idaho Law, worker's compensation for Defending Attorney and any agent, employee and staff of Defending Attorney may employ and provide proof to County of such coverage or that such worker's compensation insurance is not required under the circumstances.

6. **Termination:** Either party may terminate this contract upon 30 days advance notice. In the event of termination, Defending Attorney shall, as soon as possible, present to County the case numbers of all cases pending wherein Defending Attorney is the attorney of record, along with current billings relating to each case. Unless otherwise agreed between parties, Defending Attorney will complete such cases prior to termination of this Agreement.

7. This is the entire agreement of the parties and can only be amended or modified by agreement of the parties.

In witness whereof, the parties have executed this Agreement on this ____ day of July, 2014.

TETON COUNTY:

_____
Kelly Park
Chairman of Board of County Commissioners

DEFENDING ATTORNEY:

_____
Bart Birch

_____
Herb Heimerl

_____
Pam Parkins

_____
Billie Siddoway

IDAHO DEPARTMENT OF COMMERCE
Rural Idaho Economic Development Professional
Memorandum of Understanding

This Memorandum of Understanding (MOU) is between the Idaho Department of Commerce, herein after called the DEPARTMENT, and **Teton County**, herein after called the GRANTEE for the purpose of implementing the Rural Idaho Economic Development Professional Program.

Section 1 Intent- The intent of this MOU is to provide funding for the purpose of delivering locally based, full service economic development services to rural communities across the State of Idaho. Economic development services will include but are not limited to business recruitment, business expansion, business retention, business start ups and support for the DEPARTMENT'S programs and initiatives.

Section 2 Period of Performance – The period of performance will start July 1, 2014 and will terminate June 30, 2015. At its discretion the DEPARTMENT may initiate additional MOU's for 12 month periods beginning July 1, 2015 and July 1, 2016 respectively, based on the availability of funding and satisfactory program performance.

Section 3 Assistance Amount – The amount of assistance awarded under this MOU is **$20,000**. The GRANTEE and their partners agree to provide **$26,500** in cash matching funds as identified in the GRANTEE'S response to the RFP. It is the DEPARTMENT'S expectation that the GRANTEE'S dependence upon state funding will diminish with subsequent MOUs. The DEPARTMENT reserves the right to issue subsequent MOUs with state funding levels below those issued for the period ending June 30, 2015.

Section 4 Allowable Cost – The use of DEPARTMENT funds is limited to the salary and benefits of the professional hired to carry out the intent of the program as described in Section 1 of the MOU. DEPARTMENT funds may not be used for any other purpose including any administrative expenses incurred by the GRANTEE or its partners. Matching funds may be used for salary, benefits and all other expenses associated with the GRANTEE'S program. DEPARTMENT funds may not be used to pay for professional services on a contractual basis.

Section 5 Governance – The GRANTEE will establish a local board to direct the activities of the economic development professional hired under the auspices of this agreement. The GRANTEE and its board will provide for all necessary operational expenses associated with fulfilling the intent of this agreement. These expenses include, but are not limited to, professional office space, telephone, computer and internet access, necessary office

equipment, clerical support and monies sufficient to provide for travel within the area, the state and to out-of-state marketing opportunities, training and funds to develop marketing materials for the area. The GRANTEE and its Board will assume direct responsibility for fundraising. It is expected that a quorum of the voting board members will meet no less than once per every other month (6 times per year).

The DEPARTMENT will be granted "ex-officio" status with all rights and privileges afforded to board members. The DEPARTMENT representative will abstain from voting but will fully participate in the hiring and evaluation of staff paid for with DEPARTMENT funds.

Section 6 Performance - The GRANTEE in cooperation with the DEPARTMENT will establish a set of performance goals. These goals will be articulated in attachment A of this memorandum entitled "Performance". The GRANTEE in cooperation with the DEPARTMENT shall establish fundraising and/or sustainability goals. These goals will be articulated in attachment B of this memorandum entitled "Sustainability". At the end of the "Period of Performance" outlined in Section 2 of the MOU the grantee will submit a year-end financial report showing revenues and expenses in a format to be determined by the DEPARTMENT. The GRANTEE will document that all matching funds pledged for expenditure in the RFP were spent.
The Department reserves the right to perform an annual performance evaluation of each program.

Section 7 Conduct - The GRANTEE, its board and employees shall adhere to all Idaho Statutes pertaining to Open Meetings, Public Information and Ethics. Execution of this MOU by the GRANTEE serves as an acknowledgement that they, their partners and board are familiar with all statutes, rules, regulations, and guidelines noted in this paragraph. The GRANTEE acknowledges the DEPARTMENT's right to independently contact, communicate and engage residents, businesses, elected officials and other organizations residing in the GRANTEE's area of operation. GRANTEE interference with the aforementioned may constitute cause for termination in accordance with Section 11 Termination, of this agreement.

Section 8 Payments - Payments will be conveyed to the GRANTEE in two equal installments. A first installment of $10,000 may be requested at any time within the first 180 days of this agreement. A second installment of $10,000 may be requested on or after the 181st day of this agreement provided the GRANTEE is compliant with all reporting and performance requirements. In the event that the GRANTEE is deficient in reporting, performance or fundraising benchmarks the DEPARTMENT may withhold payment pending the correction of any reporting, fundraising or performance deficiencies.

Section 9 Accountability – On a monthly basis the GRANTEE shall report to the DEPARTMENT performance results via the DEPARTMENT'S electronic reporting system and or other mechanisms and formats prescribed by the DEPARTMENT. The DEPARTMENT may make periodic inspections of the GRANTEE'S records and books. All books and records shall be maintained for a period of no less than three years after the termination of the MOU.

Section 10 Amendments – The DEPARTMENT may amend this MOU on its own initiative. The GRANTEE may request amendments provided that the proposed changes do not affect any measures such as matching funds or board composition that might have substantially influenced the DEPARTMENT'S decision to select the GRANTEE for participation in the Rural Idaho Economic Development Professional Program.

Section 11 Termination – The DEPARTMENT shall have the right to terminate this MOU, in whole or in part, anytime before the date of completion whenever it is determined that the GRANTEE has failed to comply with the conditions of the MOU, or the funding for the program supporting the MOU is reduced or eliminated.

The DEPARTMENT may cancel this MOU at any time with or without cause upon thirty (30) days written notice to the GRANTEE specifying the effective date of the termination.

The GRANTEE may cancel this MOU at any time with or without cause upon thirty (30) days written notice to the GRANTEE specifying the effective date of the termination.

In the event that the GRANTEE terminates the MOU and is in good standing at the time of termination, a prorated share of DEPARTMENT funds shall be retained by and or repaid to the DEPARTMENT. If the GRANTEE is not in good standing at the time of termination then all DEPARTMENT funds may be subject to repayment.

Section 12 Relationship Of Contracting Parties - The contracting parties agree that no employer-employee relationship is established between the DEPARTMENT and the GRANTEE by the terms of this MOU. The GRANTEE further indemnifies the State of Idaho and the DEPARTMENT and holds them harmless against any and all suits, actions, claims or losses of every kind, nature, and description, including costs, expenses, and attorney fees, that may be incurred by reason of any act or omission, neglect or misconduct of the GRANTEE that may arise out of this agreement on its performance.

APPROVED:

Jeffery Sayer Director Idaho Department of Commerce	Date
Chief Elected Official of Program Sponsor	Date
Board Chair	Date
Fiscal Agent	Date

Federal Tax Identification Number _____

For Internal Use of the Department

Reviewed and Approved

Randy Shroll Program Manager Business & Economic Development	7-2-14 Date
Melonie Bartolome Financial Manager	Date

Attachment A
Performance

1. Business Recruitment -
    - Reach out to 50 recreation, technology and aviation companies. Target is to land at least two new companies.

2. Business Expansion –
    - Consult with 5 existing companies, resulting in at least two achieving at least 10 percent revenue growth.

3. Business Retention –
    - Consult with 5 existing companies, resulting in them being able to retain and/or grow their business.

4. Business Start Ups –
    - Support 2 successful start ups.

5. Professional Development –
    - Director to attend two training/development sessions.

6. Gem State Prospector-
    - In January 2015, hold a GSP training for Teton Valley Realtors.

7. Other-
    - Quarterly reports to the community through local media.

Note: Performance measures will be customized on a program by program basis. At a minimum each performance measure will include numerical goals that parallel Rural Idaho Economic Development Professional Program reporting format. The department reserves the right to include additional performance requirements in advance of issuing a formal MOU.

Attachment B
Sustainability

1. Board Training and Development (It will be expected that the board will participate in X amount of trainings to be conducted by the DEPARTMENT and/ or its partners.) –

    - Two Board training sessions.

2. Staff Professional Development (Staff paid for with Department funds will participate in X amount of trainings conducted by the DEPARTMENT and/or its partners.)-

    - Two staff training sessions.

3. Private Participation (During the period of the MOU the GRANTEE will be required to engage in activities to increase private sector participation in all aspects of the organization. This standard may include both prescribed activities and board membership quotas)-

    - The Teton Valley Business Development Center will sponsor three significant events in FY 2015. Already in the planning stage is a Gem State Prospector Training. Other likely events are an annual Tourism Summit and an Education Summit.

4. Fundraising (The GRANTEE and its board will be expected to raise funds above and beyond the minimum match required. Expect this section to include specific fund raising goals, descriptions of fundraising efforts and/or timelines for completing fundraising efforts)
    - We plan to use our Summits as fundraising venues, as well as building relationships with large donors in the valley. Goal is $10,000 for FY 15.
    - We have had discussions with Sam Bixler, a professional grant writer, about seeking marketing and education grants. Goal TBD.

5. Organizational Marketing (Here the DEPARTMENT will be looking for a list of efforts to be undertaken by the GRANTEE to market their individual program and timelines for completing those efforts)
    - Marketing plan provided to R. Shroll under separate cover. This is the same document, "TVBDC Plan & Report" that we provide monthly to the Board of County Commissioners.

Attachment C
Matching Funds

TVBDC Anticipated Cash Matching FY 2014/15

Idaho Dept. of Commerce Match Requirement:	26,500	
	Ideal	**Alternate**
Teton County	15,000	10,000
City of Driggs	5,000	5,000
City of Tetonia	1,000	1000
City of Victor	5,000	5000
Remainder of HUD Grant	14,000	14000
Subtotal:	**40,000**	35,000
Private donations, additional grants TBD	15,000	
Total:	**55,000**	**35,000**

July 7, 2014

Dear Commissioner:

Legislation creating the Regional Behavioral Health Boards went into effect July 1, 2014. Pursuant to **TITLE 39 HEALTH AND SAFETY CHAPTER 31 REGIONAL BEHAVIORAL HEALTH SERVICES, the appointing authority in each region shall be a committee composed of the chairperson of the board of county commissioners of each of the counties within the region, the current chair of the regional mental health board and the current chair of the regional advisory committee...**

There are twenty-two board positions identified in the legislation. The positions below have already been filled because they were selected by their organization or they were the sole applicant for that category.

Position	Selection		Term
County Commissioner	Brian Farnsworth		2
County Commissioner	Todd Smith		3
County Commissioner	Roger Christensen		4
DHW Employee	Tracey Sessions	Selected by DHW	2
DHW Employee	Randy Rodriquez	Selected by DHW	3
Law Enforcement Officer	Sam Hulse	Sole applicant	4
Elementary/Secondary School Representative	Janet Goodliffe	Sole applicant	3
Adult Corrections Rep.	Russ Wheatley, Sr.	Sole applicant	3
Judiciary Representative	Honorable Jon Shindurling	Selected by Courts	4

This leaves thirteen positions that will need to be selected for appointment. The following information is attached to assist you in making that selection:

- The board chairs' selections, which are not identical;
- The applicant chart showing which positions need to be filled and the applicants' names and positions applied for;
- Applications from those applicants with notations of county representation and whether they have attended the meetings, have not attended or if they are new to the group; and,
- A board chart to be filled in as the selections are made;

Please let me know if you have questions about any of this information. I can be reached by email or on my cell phone to help with any information.

Thank you,

Brenda Price
Community Resource Development Specialist
Dept. of Health & Welfare
Cell 208-705-9145
priceb@dhw.idaho.gov

ARCHITECTS, P.A.

July 22, 2014

Mary Lou Hansen, County Clerk
Teton Co. Law Center
150 Courthouse Dr.
Driggs, Idaho 83422

RE: Changes Summary

Mary Lou,

I noticed an error in my letter to Tom from July 3rd so I have revised it slightly. I am sending you a copy of the two spreadsheets and the revised letter. If you have any questions, please call and we can compare thoughts. If you print the two spreadsheets, they will be more readable on tabloid size paper. Color would help too.

I have been sitting on our last invoice until all these issues are acceptable. I am still following up with Ormond to get the door replaced at Dispatch (to delete window) and I want to get a wood door at the Conference room (reusing the existing window). Tom tells me today that these items are not complete. I am paying for the door change.

When you are comfortable to process the invoice, you will be the same as I am enclosing with this letter.

Thank you so much and I hope I can help you again in the future. Contact me anytime if you have any concerns with the building performance.

Best Wishes,
Paul

JENSEN • HAYES • SHROPSHIRE
Paul W. Jensen, AIA • Randy K. Hayes, AIA • R. Keeven Shropshire, AIA • Lateçia A. Herzog, AIA
(208) 232-1223 • 125 N. Garfield • Pocatello, Idaho 83204
Fax (208) 232-1226 Web: www.jhsarchitects.com

ARCHITECTS, P.A.

July 3, 2014 (revised July 21, 2014)

Tom Davis
Teton Co. Law Center
150 Courthouse Dr.
Driggs, ID 83422

Tom,

As you remember, we have a clause in our contract with Teton County to take a backward look at changes to evaluate coordination issues with the design team vs a reasonable allowance of 1%. We ask the owner to carry a contingency of 3% and of that amount we ask the owner to allow 1/3 to the design team allowance. The reasoning for this is that these issues are often very complicated and nuanced (ie, difficult to assign). Included in this calculation is the proviso that the County should not receive unjustified financial gain at the expense of the Designers. Two examples: 1) If the design was so wrong that something had to be torn out and rebuilt through no fault of the owner or contractors. In that case, 100% of the tear out, replace cost would be assigned to the Architects. 2) If the drawing mistakenly left out a carpet in say the Conference room. The owner should not get the carpet for free. The fair evaluation of this case is that the architect pay the difference between what the carpet would have cost in the bid environment as compared to the cost charged in a changed order. We generally think this extra cost would be in the 15% to 20% assignment to the architect depending on how reasonable the contractor on the pricing. You would probably agree that the electrical contractor was amazingly fair on change orders on which I would assign a smaller percentage.

When I last met with the Commissioners, I explained it is a bit weird to be negotiating for my liability when I had very little say in the negotiations with Sub-Contractors. Nonetheless, I promised the Commissioners that we would take a look back at the changes issues. Overall, I think Ormond did a level and fair effort to negotiate the changes and their involvement most certainly saved me time.

Ormond was tasked with finding savings. There effort in that regard did cause me a lot of time to evaluate and revise various systems such as the roof insulation, the wall design (dew point, etc). I don' t feel that I should be penalized for trying to give you a better building than the bare code minimum. So, on Scenario 1 I have shown a credit to me for some of the saving on some of the issues.

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I have prepared two Spreadsheets of all the changes. Scenario 1 is figured with some credit coming to me for participating and extra work involved in the cost savings. Scenario 2 is figured with no credit for the cost saves. Scenario 2 analysis does not come up to 1/4 of 1%. Scenario 1 is actually a negative number meaning that our efforts contributed 7/10th's of 1% toward savings. Unless you have other concerns or methods of analysis, it appears there is no issue concerning design based errors or lack of coordination.

I will call you next week after you have a chance to look at this analysis. Tom, I want to thank you for all the good work you did on the Law Center project. I enjoyed working with you. My job would have been significantly harder without your support.

Best Wishes,

Paul Jensen, AIA, NCARB

INVOICE FOR ARCHITECTURAL SERVICES

PROJECT: Teton County Law Enforcement Center

TO: Mary Lou Hansen
Teton County Clerk
150 Courthouse Dr., #208
Driggs, Idaho 83422

DATE: 4-Jun-14
Arch#: 1014.1
Invoice# 1014.1-20

Present Status of the Account Follows:

ARCHITECTURAL SERVICES

FIXED FEE:	*$127,6000 plus Amendment $55,000*	*$ 182,600.00*

Phase	***$ Values***			***Amount Due***
Schematic Design Phase	$ 19,140.00	@	100% =	$ 19,140.00
Design Development Phase	$ 19,140.00	@	100% =	$ 19,140.00
Construction Document Phase	$ 51,040.00	@	100% =	$ 51,040.00
Bidding Phase	$ 6,380.00	@	100% =	$ 6,380.00
Construction Phase & Amendment	$ 86,900.00	@	100% =	$ 86,900.00
TOTAL				***$ 182,600.00***

Reimbursables;

Current:

Past:

Bid Phase Postage	*$ 16.04*	
Bonneville Blueprint - Bid 35 Sets	*$ 2,457.00*	
Design Review Fee	*$ 242.00*	
Total Reimbursables		*$ 2,715.04*

TOTAL EARNED TO DATE	*$ 185,315.04*
Less previous payments through Invoice #17	*$ (180,101.04)*
Total Requested this Invoice	***$ 5,214.00***

JENSEN•HAYES•SHROPSHIRE ARCHITECTS, P.A.

JENSEN • HAYES • SHROPSHIRE, ARCHITECTS P.A.
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Teton Co. Law Center
Trade Contract Change Orders
Scenario No. 1 Partial Credit for Savings

Begin Budget $2,593,835 x 3% = $77,815
JHS's 1% Allowance $2,593,835 x 1% = $25,938

CO No.	Date	Description	Amount	Owners Scope Increases	Value ENG by CM	JHS Proportion	%		Notes
No. 1	4.4.13							TC - 01	
No. 2	4.25.13	Delete Eye Wash @ Rm 163 & Rm 142	($845.00)		($845.00)			TC - 07	
No. 3	4.19.13	Installation of Fire Alarm, access controls, comm system, data systems	($46,020.00)		($46,020.00)	($4,602.00)	10%	TC - 09	Nelson Electric Correspondence Extra Effort by JHS *
No. 4	4.26.13	Excavation, compaction & demo	1918.5					TC - 01	Action Excavation LLC Change Order Form
No. 6	12.13.13	Revise site conduites	($1,110.00)	Adj. Unit Price	($1,110.00)			TC - 09	As per Ormond Bldrs. Nelson Electric proposal
No. 8	6.27.13	Excavate and remove unsuitable soils	$7,844.50	Exist. Unknown				TC - 01	[Limit No Confidence in existing switch?]
No. 9	8.07.13	Install automatic transfer switch	10,595.00	Scope Change				TC - 09	ASI - 19 [LP HTRS to Emergency Power Load]
No. 10	10.14.13	Furnish & Install LP gas heaters	$1,061.00	N/A				TC - 08	Include above grade gas line/Owner provided tank
No. 12	7.15.13	Change site lighting fixture type	$910.00	N/A		$180.00	20%	TC - 09	ASI - 13 [Revise exterior lights to reduce foot per city]
No. 13	7.13.13	Temporary electrical service	$845.00	Temp Conditions				TC -09	Service from Owner shed to project jobsite
No. 14	7.15.13	Install revised electrical switching	$355.00	N/A		$53.00	15%	TC - 09	ASI - 4.2 Doors No. 160 & 150A
No. 18	8.07.13	Installation of polyisocyanurate insulation	$5,810.00	N/A				TC - 18	North roof gridlines 3 to 6 and South roof gridlines 1 to 2 [Need to delete Batt Insulation See #22]
No. 19	8.08.13	Changes to membrane roofing	($14,616.00)		($14,616.00)	($1,461.00)	10%	TC - 06	Single-ply roofing in lieu of fully adhered system / 6 mil vapor retarder in liue of Sanavap Sa. Smith Roofing quote Extra Effort by JHS *
No. 20	8.09.13	Carpet tiles @ Building Entrys	($6,000.00)	N/A		($600.00)	10%	TC - 19	Carpet tiles in lieu of 3/4" aluminum roll-up matt specified
No. 21	10.18.13	Ceiling revisions	$4,093.00	N/A		$818.00	20%	TC - 17	PR-7 Delete gypsum ceiling and turned edge at transitions. Sub spec acoustical tile including drop header & soffit framing.
No. 22	10.26.13	Revise Building Insulation as per PR-16	($54,958.00)	N/A	($54,958.00)	($10,990.00)	20%	TC - 15	PR - 16 / Merlins Insulation quote Extra Effort by JHS *
No. 23	09.20.13	Delete installation of cedar ceiling & soffits	($9,080.00)	N/A				TC - 12	Work will be done by others. Assume duplication in Bid Packages?
No. 24	10.07.13	Masonry	($11,078.00)	N/A	($11,078.00)	($2,215.00)	20%	TC - 04	Change brick/precast to split face block @ generator enclosure. Change Airscraft to Rockcast Extra Effort by JHS *
No. 25	10.14.13	Revise Storfront Elevations	$3,030.00	N/A		$606.00	20%	TC - 05	Storefront Elevations "A", "H", "Q" up to the structure as per Architects instruction & submittal notes. [Architect]
No. 26	10.14.13	Roofing over ductwork box-out	$304.00	N/A		$76.00	25%	TC - 06	ASI - 29 [If could have been detailed better]
No. 27	10.14.13	Install softwater system	$8,386.83	$8,386.83				TC - 07	PR - 17
No. 28	01.15.14	Upgrade aluminum heat exchangers to stainless	$1,235.00			$185.00	15%	TC - 08	As per Mechanical Eng response to RFI-58 [Engineer could have thought of this]
No. 29	10.18.13	Revisions to landscape	$3,030.00					TC - 21	ASI -37 revised landscape plan [Owner driven site revisions: Tower, Transformer, Fuel Tanks]
No. 30	10.18.13	Install "T" grid metal suspension in large rms	$4,125.00			$825.00	20%	TC - 17	PR - 7 [Architect Drawings not clear]
No. 32	12.13.13	Complete electrical wiring to fire/smoke dampers	$445.00			$134.00	30%	TC - 09	Architects response to RFI-52 [Engineer omit circuit designation]
No. 33	12.13.13	Add power/data outlets throughout bldg.	$1,155.00	$600.00		$120.00	20%	TC -09	ASI-36 [15% of $600]
No. 34	12.13.13	Revised exterior light height	$812.00			$244.00	30%	TC -09	ASI-35 & ASI-13
No. 35	12.16.13	Flooring	$952.00	Not Possible to Anticipate				TC -19	Architects Instruction - Sub Earthworks Meridian for spec Shaw Decostone LVT that was discontd
No. 36	12.17.13	Install Owners UPS w/additional electrical panel	$2,250.00	Totally Justified Effort				TC -09	ASI - 48r1
No. 38	12.19.13	Cabinet revisions	$3,490.00	$3,490.00				TC - 14	ASI-34, 34r1, 34r2, 34r3, 22, 22r1 and changes requested by Architects review of cabinet submittal. [Added Finger Print Cabinet & Service Counter] Extra Effort by JHS *
No. 39	01.08.14	Credit for steel edging	($667.00)		($667.00)			TC -21	Steel edging not required along west and south property lines
No. 40	01.09.14	Install mill work evidence cabinets	$3,859.00		$3,859.00			TC - 14	ASI-33; locks pending [Moved this cost from Spacesaver to Cabinet maker] Extra Effort by JHS *
No. 42	1.09.14	Install Carlisle 725 self adhered membrane	$17,128.00					TC -06	ASI - 27 - this will replace fluid applied air and vapor barrier. [Assigning Costs saved from No.22 above] Extra Effort by JHS *
No. 43	01.27.14	Add three (3) ES36-ip holding cell cameras	$5,016.00	$5,016.00				TC - 09	
No. 44	01.27.14	Radio Tower foundation	$2,400.00	$2,400.00				TC - 01	Excavation, backfill and compaction of foundation
No. 45	1.27.14	Radio Tower foundation	$5,850.00	$5,850.00				TC - 13	Furnish & Install; concrete, rebar, forms to complete radio tower foundation.
No. 46	01.27.14	Radio Tower grounding system	$2,465.00	$2,465.00				TC - 09	Grounding system per Electrical Eng grounding design
No. 47	02.14.14	Install Flag spotlight	$610.00	$610.00				TC - 09	Flag spotlight as per Owners request.
No. 48	02.14.14	Install additional smoke/heat detectors	$2,710.00	$2,710.00				TC - 09	RFI-65 & Owners email dated Jan.13, 2014 (Per State Electrical Inspector ?)
No. 49	02.14.14	Relocate GFCI recepticles @ cooking areas	$155.00			$31.00	20%	TC - 09	Architects response to RFI-49 [Elec Eng. clarified GFI Locations]
No. 50	02.14.14	Install 6" radio tower conduit through chase	$1,700.00					TC - 09	Architects response to RFI-51 [This might be a cost due to Radio Tower Location]
No. 52	02.14.14	Credit for Type "L" wall sconces	($1,260.00)	($1,260.00)				TC - 09	Type "L" - discontinued. Owner to furnish fixtures for installation. [Owner found lights replaceing discontinued]
No. 59	03.31.14	Four(4) additional light fixtures @ Conf. Rm 164	$1,584.00			$160.00	10%	TC - 09	ASI-57 [$396/Fixture cost is not out of line. Solotubes were deleted]
No. 60	3.17.14	Extra UPS power circuits @ Dispatch Rm	$1,408.00	$1,408.00				TC - 09	ASI-54 [Dispatch/Sheriff request]
			Total **($38,102.17)**	**$31,675.83**	**($125,435.00)**	**($16,436.00)**			

Teton Co. Law Center
Trade Contract Change Orders
Scenario No. 2 No Credit for Cost Savings

CO No.	Date	Description	Amount	Owners Scope Increases	Value ENG by CM	JHS Proportion	%		JHS 1% Target Allowance $25,938 Notes
No. 1	4.4.13							TC - 01	
No. 2	4.25.13	Delete Eye Wash @ Rm 163 & Rm 142	($845.00)		($845.00)			TC - 07	
No. 3	4.19.13	Installation of Fire Alarm, access controls, comm system, data systems	($46,020.00)		($46,020.00)			TC - 09	Nelson Electric Correspondence Extra Effort by JHS *
No. 4	4.26.13	Excavation, compaction & demo	1918.5					TC - 01	Action Excavation LLC Change Order Form
No. 6	12.13.13	Revise site conduites	($1,110.00)	Adj. Unit Price	($1,110.00)			TC - 09	As per Ormond Bldrs. Nelson Electric proposal
No. 8	6.27.13	Excavate and remove unsuitable soils	$7,844.50	Exist. Unknown				TC - 01	[Limit No Confidence in existing switch?]
No. 9	8.07.13	Install automatic transfer switch	10,595.00	Scope Change				TC - 09	ASI - 19 [LP HTRS to Emergency Power Load]
No. 10	10.14.13	Furnish & Install LP gas heaters	$1,061.00	N/A				TC - 08	Include above grade gas line/Owner provided tank
No. 12	7.15.13	Change site lighting fixture type	$910.00	N/A		$180.00	20%	TC - 09	ASI - 13 [Revise exterior lights to reduce foot per city]
No. 13	7.13.13	Temporary electrical service	$845.00	Temp Conditions				TC -09	Service from Owner shed to project jobsite
No. 14	7.15.13	Install revised electrical switching	$355.00	N/A		$106.00	30%	TC - 09	ASI - 4.2 Doors No. 160 & 150A
No. 18	8.07.13	Installation of polyisocyanurate insulation	$5,810.00	N/A				TC - 18	North roof gridlines 3 to 6 and South roof gridlines 1 to 2 [Need to delete Batt Insulation See #22]
No. 19	8.08.13	Changes to membrane roofing	($14,616.00)		($14,616.00)			TC - 06	Single-ply roofing in lieu of fully adhered system / 6 mil vapor retarder in liue of Sanavap Sa. Smith Roofing quote Extra Effort by JHS *
No. 20	8.09.13	Carpet tiles @ Building Entrys	($6,000.00)	N/A				TC - 19	Carpet tiles in lieu of 3/4" aluminum roll-up matt specified
No. 21	10.18.13	Ceiling revisions	$4,093.00	N/A		$1,228.00	30%	TC - 17	PR-7 Delete gypsum ceiling and turned edge at transitions. Sub spec acoustical tile including drop header & soffit framing.
No. 22	10.26.13	Revise Building Insulation as per PR-16	($54,958.00)	N/A	($54,958.00)			TC - 15	PR - 16 / Merlins Insulation quote Extra Effort by JHS *
No. 23	09.20.13	Delete installation of cedar ceiling & soffits	($9,080.00)	N/A				TC - 12	Work will be done by others. Assume duplication in Bid Packages?
No. 24	10.07.13	Masonry	($11,078.00)	N/A	($11,078.00)			TC - 04	Change brick/precast to split face block @ generator enclosure. Change Airscraft to Rockcast Extra Effort by JHS *
No. 25	10.14.13	Revise Storfront Elevations	$3,030.00	N/A		$909.00	30%	TC - 05	Storefront Elevations "A", "H", "Q" up to the structure as per Architects instruction & submittal notes. [Architect]
No. 26	10.14.13	Roofing over ductwork box-out	$304.00	N/A		$76.00	25%	TC - 06	ASI - 29 [If could have been detailed better]
No. 27	10.14.13	Install softwater system	$8,386.83	$8,386.83				TC - 07	PR - 17
No. 28	01.15.14	Upgrade aluminum heat exchangers to stainless	$1,235.00			$184.00	15%	TC - 08	As per Mechanical Eng response to RFI-58 [Engineer could have thought of this]
No. 29	10.18.13	Revisions to landscape	$3,030.00					TC - 21	ASI -37 revised landscape plan [Owner driven site revisions: Tower, Transformer, Fuel Tanks]
No. 30	10.18.13	Install "T" grid metal suspension in large rms	$4,125.00			$825.00	20%	TC - 17	PR - 7 [Architect Drawings not clear]
No. 32	12.13.13	Complete electrical wiring to fire/smoke dampers	$445.00			$134.00	30%	TC - 09	Architects response to RFI-52 [Engineer omit circuit designation]
No. 33	12.13.13	Add power/data outlets throughout bldg.	$1,155.00	$600.00		$231.00	20%	TC -09	ASI-36 [15% of $600]
No. 34	12.13.13	Revised exterior light height	$812.00			$244.00	30%	TC -09	ASI-35 & ASI-13
No. 35	12.16.13	Flooring	$952.00	Not Possible to Anticipate				TC -19	Architects Instruction - Sub Earthworks Meridian for spec Shaw Decostone LVT that was discontd
No. 36	12.17.13	Install Owners UPS w/additional electrical panel	$2,250.00	Totally Justified Effort				TC -09	ASI - 48r1
No. 38	12.19.13	Cabinet revisions	$3,490.00	$3,490.00				TC - 14	ASI-34, 34r1, 34r2, 34r3, 22, 22r1 and changes requested by Architects review of cabinet submittal. [Added Finger Print Cabinet & Service Counter] Extra Effort by JHS *
No. 39	01.08.14	Credit for steel edging	($667.00)		($667.00)			TC -21	Steel edging not required along west and south property lines
No. 40	01.09.14	Install mill work evidence cabinets	$3,859.00		$3,859.00			TC - 14	ASI-33; locks pending [Moved this cost from Spacesaver to Cabinet maker] Extra Effort by JHS *
No. 42	1.09.14	Install Carlisle 725 self adhered membrane	$17,128.00					TC -06	ASI - 27 - this will replace fluid applied air and vapor barrier. [Assigning Costs saved from No.22 above] Extra Effort by JHS *
No. 43	01.27.14	Add three (3) ES36-ip holding cell cameras	$5,016.00	$5,016.00				TC - 09	
No. 44	01.27.14	Radio Tower foundation	$2,400.00	$2,400.00				TC - 01	Excavation, backfill and compaction of foundation
No. 45	1.27.14	Radio Tower foundation	$5,850.00	$5,850.00				TC - 13	Furnish & Install; concrete, rebar, forms to complete radio tower foundation.
No. 46	01.27.14	Radio Tower grounding system	$2,465.00	$2,465.00				TC - 09	Grounding system per Electrical Eng grounding design
No. 47	02.14.14	Install Flag spotlight	$610.00	$610.00				TC - 09	Flag spotlight as per Owners request.
No. 48	02.14.14	Install additional smoke/heat detectors	$2,710.00	$2,710.00				TC - 09	RFI-65 & Owners email dated Jan.13, 2014 (Per State Electrical Inspector ?)
No. 49	02.14.14	Relocate GFCI recepticles @ cooking areas	$155.00			$31.00	20%	TC - 09	Architects response to RFI-49 [Elec Eng. clarified GFI Locations]
No. 50	02.14.14	Install 6" radio tower conduit through chase	$1,700.00					TC - 09	Architects response to RFI-51 [This might be a cost due to Radio Tower Location]
No. 52	02.14.14	Credit for Type "L" wall sconces	($1,260.00)	($1,260.00)				TC - 09	Type "L" - discontinued. Owner to furnish fixtures for installation. [Owner found lights replaceing discontinued]
No. 59	03.31.14	Four(4) additional light fixtures @ Conf. Rm 164	$1,584.00			$160.00	10%	TC - 09	ASI-57 [$396/Fixture cost is not out of line. Solotubes were deleted]
No. 60	3.17.14	Extra UPS power circuits @ Dispatch Rm	$1,408.00	$1,408.00				TC - 09	ASI-54 [Dispatch/Sheriff request]
			Total ($38,102.17)	**$31,675.83**	**($125,435.00)**	**$4,308.00**			

RESOLUTION 2014-0728

AUTHORIZING THE DESTRUCTION OF CERTAIN PERMANENT, SEMI-PERMANENT & TEMPORARY RECORDS PURSUANT TO IDAHO CODE 31-871

WHEREAS, the Teton County Clerk has determined that certain identified permanent, semi-permanent, and temporary records maintained by the County have been retained for not less than the statutory retention time of five years, and

WHEREAS, the Teton County Clerk has sought the advice of the Prosecuting Attorney on the request to destroy certain permanent, semi-permanent, and temporary records;

WHEREAS, the Prosecuting Attorney advises that the permanent, semi-permanent, and temporary records have been retained for a period of time not less than the statutory time requirements;

WHEREAS, those records below that are not classified as permanent, semi-permanent, or temporary by Idaho Code are hereby deemed temporary; and

WHEREAS, the Board of County Commissioners has conducted a regular audit of the records;

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners hereby unanimously approve the destruction of the records of Teton County as listed below:

All Board of Equalization Records prior to 2010

ADOPTED July 28, 2014 by the

TETON COUNTY BOARD OF COUNTY COMMISSIONERS

Chairman: _____
Kelly Park

ATTEST: _____
Mary Lou Hansen, Clerk

July 17, 2014

To the Board of Commissioners and County Clerk
Teton County, Idaho
Driggs, Idaho 83422

We are pleased to confirm our understanding of the services we are to provide Teton County, Idaho for the year ended September 30, 2014. We will audit the financial statements of the governmental activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of Teton County, Idaho as of and for the year ended September 30, 2014. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Teton County, Idaho's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Teton County, Idaho's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1) Management's Discussion and Analysis.

2) Budget to Actual Schedules for Major Funds.

We have also been engaged to report on supplementary information other than RSI that accompanies Teton County, Idaho's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a separate written report accompanying our auditor's report on the financial statements:

1) Schedule of expenditures of federal awards.

2) Combining financial schedules of nonmajor governmental funds.

3) Combining financial schedules of assets and liabilities of the agency funds.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The OMB Circular A-133 report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of accounting records, a determination of major program(s) in accordance with OMB Circular A-133, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to Board of Commissioners of Teton County, Idaho. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

Management Responsibilities

Management is responsible for the financial statements, schedule of expenditures of federal awards, and all accompanying information as well as all representations contained therein. Management is also responsible for identifying all federal awards received and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the requirements of OMB Circular A-133. As part of the audit, we will assist with preparation of your financial statements, schedule of expenditures of federal awards, and related notes. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. You agree to assume all management responsibilities relating to the

financial statements, schedule of expenditures of federal awards, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Management is responsible for (a) establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (b) following laws and regulations; (c) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (d) ensuring that management is reliable and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report.

You are responsible for preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with OMB Circular A-133. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written

representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with OMB Circular A-133; (2) you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with OMB Circular A-133; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our

attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and OMB Circular A-133.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Teton County, Idaho's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Circular A-133 Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of [Name of Governmental Unit] 's major programs. The purpose of these procedures will be to express

an opinion on Teton County, Idaho's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

Engagement Administration, Fees, and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

We will provide copies of our reports to the County; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Rudd & Company, *PLLC* and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to your oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Rudd & Company, *PLLC* personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Oversight Agency for Audit. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately October 27, 2014 and to issue our reports no later than the last Commissioners Meeting in January of 2015. Brad Reed is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed $18,390 for the financial audit except for travel and incidentals which will be billed at standard IRS per diem rates. If we are required to do a single audit under OMB Circular A-133 our estimated fee for that will be an additional $1,830. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to Teton County, Idaho and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Rudd & Company

Rudd & Company, *PLLC*

RESPONSE:

This letter correctly sets forth the understanding of Teton County, Idaho.

Management signature: Mary Lou Hansen

Title: Clerk

Date: 7-21-14

Governance signature: _____

Title: Chair, County Commissioners

Date: 7-28-14

H | B | M

HANSEN, BARNETT & MAXWELL, P.C.
Certified Public Accountants

SYSTEM REVIEW REPORT

August 8, 2013

To the Partners
Rudd & Company PLLC
And the Peer Review Committee of the Idaho Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Rudd & Company PLLC (the firm) in effect for the year ended March 31, 2013. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards*; audits of employee benefit plans, and audits performed under FDICIA.

In our opinion, the system of quality control for the accounting and auditing practice of Rudd & Company PLLC in effect for the year ended March 31, 2013, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Rudd & Company PLLC has received a peer review rating of *pass*.

Hansen, Barnett & Maxwell, P.C.