

Teton County Idaho Commissioners' Meeting Agenda

Tuesday, October 14, 2014 - 8:30am

150 Courthouse Drive, Driggs, ID – 1st Floor Meeting Room

- 8:30 **Monthly EODH Meeting**
1. Office Updates
- Meeting Called to Order** – Kelly Park, Chair
Amendments to the agenda.
- 9:30 **Open Mic** – *if no speakers, will go to next items*
- Eastern Idaho Public Health** – Geri Rackow
- Business Development Center** – Brian McDermott
- Department Business**
Juvenile Probation – Renee Leidorf
1. MOA Dept. of Juvenile Corrections
- Dispatch – Kelly Wells
1. E911 Grant – FY 2015
- Emergency Management – Greg Adams, Coordinator
- 10:30 **Public Works**
1. Solid Waste – Saul Varela, Supervisor
a. Voorhees/RAD Waste Hauling Contract
i. Mustang Ranch HOA Letter
2. Road & Bridge
a. W6000S Design Contract – Jorgensen Eng.
b. Smith Canyon Update – USFS, J. Pence Letter
c. State Line Culvert
- Planning & Building – Jason Boal, Administrator
1. Inspection Contract – Jason Letham
- Clerk – Mary Lou Hansen
1. FY 2015 Budget Memo #8
2. Resolution 20141014A Budget transfers for 4th quarter FY 2014
3. Resolution 20141014B Transferring funds prior to closing FY 2014
- 12:30 **PUBLIC HEARING:**
Opening FY 2014 Budgets for several Funds
1. Resolution 20141014C Opening Budgets for several Funds
- 12:45 **Fair Board**
1. Arena Project
2. Fair Board Appointment
- Administrative Business** *will be dealt with as time permits*
1. Claims
2. Approve Available Minutes
3. Other Business
a. City of Driggs Agreement w/TC Sheriff
b. Resolution 2014-1014D Sale of ESB to Fire District
c. Agriculture Disaster Declaration
d. Fremont County Letter re: Island Park Nat. Monument
4. Committee Reports

Executive Session – per IC§67-2345 (1)(a) personnel

- 4:00 **Public Hearing: Final Plat Approval for Taylor Shadows Subdivision.** Daniel and David Bender are proposing a 2 lot (13.93 acre) subdivision. The two residential lots will be 9.68 and 3.75 acres, in addition to a 0.5 acre common agricultural area. This project is located east of Victor on Victor Cemetery Road and borders Victor Cemetery to the east. **Legal Description:** Part of W ½ SE ¼ Section 12, Township 3N, Range 45E, B.M. Teton County, ID. RP03N45E128850

ADJOURN

Upcoming Meetings

- October 27 – 9:00 am Regular Meeting of the Board
October 27 – 5:30 pm BoCC Public Hearing
November 11 – 8:30 am EODH; 9:30 Regular Meeting of Board
November 11 – 6:30 pm Town Hall Meeting

Teton Valley Business Development Center

Strategies and Progress Report

October 2014

Economic Growth Strategies – By Focus Area (Source: RPI Report)

A. Business Recruitment and Development

Establish an organizational structure (A1a) (Also includes all organizational support work)

Primary Responsibility: Brian McDermott; Timeframe: 2014

- Policies and Procedures
- Revenue
- Employee Evaluation
-

Actions:

- Attended the Idaho Economic Development Association fall conference in Boise.
 - Solid agenda and learning about State programs, local success stories and methods.
 - Positive relationship building with Jeff Sayer, Director of Dept. of Commerce, and many others from academia, other programs and state agencies.
 - Forged working relationship with Commerce's Ian Malepei, who is in charge of Rec. Tech and Aviation recruiting
- Met with Harry Griffith, Sun Valley Econ. Dev., to learn about his programs and approach to fundraising.
- Forged relationship with the Sustainable Yellowstone Consortium, the HUD grant vehicle, including presenting at their recent update session in Jackson.
- Scheduled meeting with Natural Retreats US country manager to talk about mutual support.
- Media Relations:
 - Met with Rachael Horne, *Teton Valley News* editor to discuss stories and working relationship
 - Gave new reporter, Stephen Henderson, a tour of the valley with the emphasis on business development. Made numerous introductions. He left the tour with several story ideas.
- Invited CC candidate Tony Goe to a briefing on our work.
- Briefing of other candidates resulted in positive remarks from Cindy Riegel in last week's paper.
- Briefed new TVBDC board member, Fletcher White.

Identify start-up funding (A1b)

Inventory infrastructure and real estate assets (A2a)

Primary Responsibility: Brian McDermott, coordinate with Rob Marin; Timeframe: 2014

- Communications/Broadband
- Electricity
- Transportation
- Water
- Real Estate/Gem State Prospector

Actions:

- Secured Gem State Prospector user credentials

- Scheduled training for Realtors and others for Oct. 30

❑ Disseminate information on assets (A2b)

Primary Responsibility: Brian McDermott, coordinate with Rob Marin; Timeframe: 2015

- Add information and links to website as available

❑ Identify specific businesses and set goals for recruitment (A2c)

Primary Responsibility: Board; Timeframe: next board retreat, 2014

- Identify business and industry targets
- Brian McDermott will respond to inquiries on an ongoing basis as needed

Actions:

- Continued to support Sego Skis with media, athlete and other connections.
- Brand rollout and welcome open house tentatively scheduled for Nov. 5
- Company principal, Tim Wells, will join us at our Oct. 14 County Commissioners' meeting to outline his company, its projected employment (four), and actual spending to date in the valley.

Status on current prospect companies:

- Project Miller—new Urbanist rec. tech mixed use development
 - Shawn Hill referred me to a Jackson architect with expertise in live-work design.
 - The Development Company expressed an interest in connecting us with investors.
 - Need to follow up on above.
 - Original ski company interest is now undetermined
 - Other local companies have expressed an interest: Burgess Custom, Twenty-two Designs, Cast
- Project Stick—snow safety technology
 - Sent reminder email. Waiting on them for next steps.
- Project Juice—beverage
 - Met with principal to discuss his needs.
 - He is back in negotiations with a potential site owner.

New prospects:

- Contacted the following small bike companies. One has asked for additional information. Will follow up with them.

<http://www.3dracingbikes.com/3D%20Racing/Home.html>

<http://www.44bikes.com/>

<http://616fab.com/contact/>

<http://www.actiontec.us/index.htm>

<http://www.ahearnbicycles.com/>

<http://www.ahrensbicycles.com/>

<http://www.alchemybicycles.com/>

<http://alliancebicycles.com/>

<http://www.ampeircebicycles.com/>

<http://applemanbicycles.com/contact/>

<http://www.bicyclefabrications.com/>

<http://www.bilenky.com/#labout/c240r>

<http://bishopbikes.com/>

<http://www.blackcatbicycles.net/>

<http://www.blackmarketbikes.com/>

<http://blacksheepbikes.com/>

<http://blazebicycles.com/about.html>

<http://boediebicycles.com/>

<http://www.bohemianbicycles.com/>

<http://boobicycles.com/>

<http://breadwinnersbicycles.com/pages/contact>

<http://www.brontobikes.com/>

<http://www.buddbikes.com/>

<http://calettibicycles.com/about>

<http://calfeedesign.com/>

<http://capitolbicycles.com/>

<http://www.castellanodesigns.com/>

<http://cielo.chrisking.com/>

Aviation Sector Development:

- Made contact with Idaho Aerospace Alliance.
- Enlisted Scott Prinz's support and contacts with aviation industry.
-

Recruit creative class entrepreneurs that can work from home via telecommuting (A2d)

Primary Responsibility: Board; Timeframe: 2015

- Develop a recruitment campaign
- Brian McDermott will respond to inquiries on an ongoing basis as needed

Action:

Create an information portal for potential new businesses (A2e)

Primary Responsibility: Brian McDermott; Timeframe: 2014

- Continue to make information available through the Made in Teton Valley site

Coordinate all economic development entities to implement the Economic Development Plan (A3a)

Primary Responsibility: Board; Timeframe: next board retreat, 2014

- Develop a plan to coordinate economic development activities

Action:

- Discussed our respective roles with Chamber and GeoTourism Center. Talked about our support of existing and new tourism businesses and our prime focus on recruiting higher-wage jobs.
- Met with Doug Self to ensure collaboration

Provide business expansion assistance (A4a)

Primary Responsibility: Brian McDermott; Timeframe: ongoing

Provide information on micro-loan funding for small businesses (A4b)

Primary Responsibility: Brian McDermott; Timeframe: ongoing

Start-up support including business plan assistance, networking and financing options (A4c)

Primary Responsibility: Brian McDermott; Timeframe: ongoing

Collaborate with state organizations to lobby the State Legislature on issues that encourage business and economic growth (A4d)

Primary Responsibility: Board; Timeframe: as the need arises

Encourage entrepreneurial and niche businesses (A4e)

Primary Responsibility: Brian McDermott; Timeframe: ongoing

Actions:

- Met with and introduced several Victor business owners and the Seago team during Chamber Mixer.

B. Physical Asset Development

Expand telecommunications infrastructure (B1a)

Primary Responsibility: TBD; Timeframe: TBD

Expand and diversify educational opportunities (B1b)

Primary Responsibility: TBD; Timeframe: TBD

Foster a stable environment to support healthcare needs (B1c)

Primary Responsibility: TBD; Timeframe: TBD

Coordinate transportation (B1d)

Primary Responsibility: TBD; Timeframe: TBD

- Incorporate Sustainable Yellowstone Report, 2014

Implement downtown enhancement and in-fill (B1e)

Primary Responsibility: TBD; Timeframe: TBD

Establish Valley Way finding (B1f)

Primary Responsibility: TBD; Timeframe: TBD

Improve recreation infrastructure (B1g)

Primary Responsibility: TBD; Timeframe: TBD

C. Tourism and Marketing

• **Attract regional tourists to Teton Valley (C1a)**

Primary Responsibility: TBD; Timeframe: 2015

• **Get tourists to stop when traveling through or near Teton Valley (C1b)**

Primary Responsibility: TBD; Timeframe: TBD

• **Provide and promote special events and competitions (C1c)**

Primary Responsibility: TBD; Timeframe: TBD

• **Identify target marketing to a focused group of potential visitors (C1d)**

Primary Responsibility: TBD; Timeframe: TBD

• **Develop a Teton Valley brand (C1e)**

Primary Responsibility: TBD; Timeframe: 2015

Action:

- Peter McKellar is sharing our RFP with designers willing to work for cost.

• **Create an information portal for visitors to the area (C1f)**

Primary Responsibility: Business Development Committee; Timeframe: 2014

D. Protect and Foster Lifestyle Community

• **Enhance key recreational assets (D1a)**

Primary Responsibility: TBD; Timeframe: TBD

Action:

- Advised Greater Yellowstone Trail group on valley dynamics, trail use.
 - Toured proposed route from Driggs to Tetonia.

- **Maintain open space and provide a mechanism to protect natural resources (D1b)**
Primary Responsibility: TBD; Timeframe: TBD
- **Housing inventory (D2a)**
Primary Responsibility: TBD; Timeframe: TBD
 - Sustainable Yellowstone Report, 2014
- **Promote food events that support farming (D3a)**
Primary Responsibility: TBD; Timeframe: TBD
- **Support infrastructure to enhance local value added farm products (D3b)**
Primary Responsibility: TBD; Timeframe: TBD
- **Work with Grand Targhee Resort to maximize the effects of summer music events (D4a)**
Primary Responsibility: Business Development Committee; Timeframe: 2014
- **Support events that highlight local arts, history, culture and music (D4b)**
- *Primary Responsibility: TBD; Timeframe: ongoing*

Performance Metrics from FY 2015 Dept. of Commerce MOU

Attachment A Performance FY 2015

1. Business Recruitment -
 - Reach out to 50 recreation, technology and aviation companies. Target is to acquire 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 startups.
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 two 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.

Teton Valley Business Development Center, Inc
Profit & Loss

June 3 through September 25, 2014

Jun 3 - Sep 25, 14

Income

Grant Income	24,851.03
Total Income	24,851.03

Expense

Accounting	261.45
Advertising	689.90
Payroll Expenses	2,299.44
Phone	198.76
Professional Services	3,000.00
Rent	1,200.00
Salaries & Wages	16,666.68
Total Expense	24,316.23

Net Income	534.80
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TETON COUNTY JUVENILE PROBATION

230 N MAIN #108 • DRIGGS ID 83422 • P208-354-3862 • F208-354-2994

Renee Leidorf
Chief Juvenile Probation Officer

Commissioner Report

ON September 30th 2014

Total Probation Case Load = 16

Total number of Juveniles on formal PROBATION – 8

Male – 4

Female - 4

Total number of Juveniles on DIVERSION – 4

Male – 2

Female -2

Interstate Compact – 2

Juveniles supervised in Teton County through ICJ – 0

Juveniles supervised in other states through ICJ -2

Courtesy Supervision – 1

Juveniles supervised in Teton County -0

Juveniles supervised in other counties – 1

Juveniles in Department of Juvenile Corrections – 1

Pretrial Release Supervisions = 1

**The following information has been compiled for the past THREE months
(July 1-September 30st 2014)**

Number of drug tests done – 33

Positive – 15

Negative – 18

How many times each drug came up positive

NICOTINE – 11

THC (Marijuana)-5

ALCOHOL-1

AMPHETIMINES-2

CREATININE- 1

Probation violations filed – 3

Juveniles whose probation was revoked due to noncompliance – 0

Juveniles whose probation was extended– 1

Days Juveniles spent in 5-C – 31 days

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

Juveniles released from probation/diversion – Probation-0 / Diversion-1

Cases transferred to Adult Misdemeanor Probation – 0

Money collected from cost of supervision fee – \$1,041.00

Money collected from drug testing fee - \$ 296.00

Money collected from other fee-\$ 0

Offenses committed by Juveniles currently on probation

Battery-1

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- 3

Property-malicious injury to property – 3

Runaway-2

Upcoming Trainings: Renee will be attending POST from November 30 – December 19, 2014.

QUARTERLY REPORT ON JUVENILE PROBATION NUMBERS

	Drug Tests Done		Percent Positive		Probation Violations	Days Juveniles Spent at 5-C	Releases from JV Probation
	Positive	Negative	Positive	Negative			
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	33	15	18	42.00%	3	31	1
OCT-DEC 14							
13 YTD TOTALS	100	43	57	44%	8	151	5

MEMORANDUM OF AGREEMENT

To Support The Community Incentive Program (CIP) The Re-Entry Program (REP) and/or The Mental Health Program (MHP)

This AGREEMENT is made and entered into this _____ day of _____, 20____,
by and between the Idaho Department of Juvenile Corrections (the "Department") and

Teton County, State of Idaho (the "County").

WHEREAS, the Idaho Juvenile Justice Commission has identified restorative justice, and reintegration as priority needs in the 3-Year Plan for 2015-2017; and

WHEREAS, the Idaho Juvenile Justice Commission is the State Advisory Board for the Juvenile Accountability Incentive Block Grant, CFDA #16.523; and

WHEREAS, the Community Incentive Program (CIP) is designed to fill gaps in local services or resources to serve juvenile offenders who are at a high risk of commitment to the Department locally where families can participate more fully in their treatment and increase the likelihood of their success; and

WHEREAS, the Re-Entry Program (REP) is designed to provide resources to fill gaps in local services to serve juvenile offenders returning to the community from state commitment to increase the likelihood of successful reintegration; and

WHEREAS, the Idaho Department of Juvenile Corrections is the state agency designated to administer funds for mental health services (MHP) for juvenile offenders as detailed in 2006 Session Law Chapter 300; and

WHEREAS, juvenile offenders, whether remaining in, or returning to their community require individualized services based on reliable instruments in accordance with their unique needs and potential; and

WHEREAS, the successful reintegration of juvenile offenders leaving Department custody and the effective treatment of juvenile offenders in the local community benefits juveniles, families, the State of Idaho, the county, and its communities; and

WHEREAS, The Youth Level of Service/Case Management Inventory (YLS/CMI) is a research-based screening tool that is used to determine criminogenic needs and assist in case planning; and

WHEREAS, The Child and Adolescent Functional Assessment Scale (CAFAS) is a research based screening tool that is used to determine mental health needs; and

WHEREAS, the Department and the County understand the importance of connecting with existing community or county councils whose function is to staff cases for services; and

WHEREAS, statistical data gathered from county systems statewide recognizes approximately sixty-eight percent of juveniles in detention have diagnosed mental health needs; and

WHEREAS, the success of these programs is dependent on the continued cooperation and partnerships between the State, the County and the County's Juvenile Probation Department and

WHEREAS, these funds are intended to supplement local resources and may not be used to supplant existing funding budgeted for juvenile justice purposes.

NOW, THEREFORE, the Department and the County each agree as to the following:

- A. In order to receive CIP, REP, or MHP funds, The COUNTY shall:
1. Convene screening teams for CIP and MHP applications whose members shall include people as described in Idaho Code 20-523 for CIP, and 20-511A for MHP. A Court Order is not required to convene a screening team. The screening team shall develop a Case Plan consistent with the program guidelines.
 2. Convene a pre-commitment or screening team to determine a juvenile offender's eligibility for CIP as described in the CIP guidelines.
 3. Approve and authorize the Case Plan developed by the screening team (CIP, MHP) or community treatment team (REP).
 4. Initiate applications for services and provide supervision for participating juveniles, at a level agreed upon by the screening / community treatment team.
 5. Congress linked federal financial assistance with federal civil rights laws, if your agency accepts federal funds through the Re-Entry Program; your agency must ensure specific protections and guarantees of nondiscrimination along with any sub-subcontractors or providers of services. Training is available on the IDJC website at: http://www.idjc.idaho.gov/?page_id=237
 6. Provide monitoring of any terms or conditions of treatment established by the screening team as well as any further restrictions/monitoring in the home or community if needed.
 7. Use the following screening tools to identify specific needs and challenges of the juvenile offender for services through CIP, REP, and MHP: CIP / REP – YLS/CMI;
MHP – YLS/CMI and CAFAS.
 8. Submit reports, including a thirty (30) day status report if services have not started, quarterly progress reports, and a six (6) month follow-up report as required. Payments and any subsequent applications will not be approved unless reports are current.
 9. Review invoices from providers and certify that services were rendered as approved and payment is authorized (MHP, CIP, REP).
 10. Request reimbursement from the Department within forty-five (45) days of service.
 11. Adhere to all applicable laws, rules, and guidelines, including procurement laws.

B. The DEPARTMENT shall:

1. Reimburse the County or Provider for allowable and approved treatment costs identified by a screening team for juveniles remaining in their community until funds have been exhausted, funding is otherwise discontinued, or either party terminates the Agreement by giving the other party thirty (30) days written notice (CIP).
2. Reimburse the County or Provider for allowable and approved treatment costs deemed important by a community treatment team for juveniles leaving state custody until funds have been exhausted, funding is otherwise discontinued, or either party terminates the Agreement by giving the other party thirty (30) days written notice (REP).
3. Reimburse the County or Provider for allowable and approved treatment costs identified by a screening team for mental health services for juvenile offenders until funds have been exhausted, funding is otherwise discontinued, or either party terminates the Agreement by giving the other party thirty (30) days written notice (MHP).
4. Complete a YLS/CMI while the juvenile is in state custody.

C. The DEPARTMENT and the COUNTY, in order to support these programs to keep juveniles in their community, or successfully reintegrate juvenile offenders in state custody back into their homes, communities and families, also agree as follows:

1. The Department and County Juvenile Probation Officers will participate in routine staffings for each participating juvenile, prior to his or her release from Department custody, to jointly support REP.
2. The parties to this Agreement understand that the success of these programs is dependent on the collaboration of all, and commit to a partnership toward that goal. Unless terminated thereto, this Agreement ends **September 30, 2016** and is renewable, upon mutual consent of the parties. However, either party may terminate the Agreement by giving the other party thirty (30) days written notice, or if Federal or State funds for these programs have been exhausted or otherwise discontinued.
3. The parties to this Agreement will work with existing services or councils, where appropriate, to develop the system of care for the juvenile and their family. This may include, but is not limited to, identifying new formal and informal resources for the system of care, ensuring families have a voice through family involvement in screening teams, linking to more neighborhood-based delivery systems, increasing research-based programs, and developing training across different agencies and services in the system of care.
4. In the event a juvenile is receiving services at the time of expiration or termination of this Agreement, services for that juvenile shall survive expiration until the same are complete or otherwise concluded. Allowable costs for such services will be paid by the Department according to the program guidelines. However, no additional juveniles shall begin services in the County after the date of expiration of the Agreement, or after the date the thirty (30) day notice has been given to terminate the Agreement.

MEMORANDUM OF AGREEMENT

To Support
The Community Incentive Program (CIP)
The Re-Entry Program (REP) and/or
The Mental Health Program (MHP)

Signature Page

Teton COUNTY agrees to the above for the following program(s):

Check all that apply

Community Incentive Program Re-Entry Program Mental Health Program

Commissioners For _____ County, State of Idaho

Signed: _____ Title: _____

Signed: _____ Title: _____

Signed: _____ Title: _____

Attest:

Signed _____ Date: _____

_____ County Clerk

Signed Benee Beedif Date: 10/1/2014
Chief Juvenile Probation Officer

For Teton County

Idaho Department of Juvenile Corrections

Signed _____ Date: _____
Sharon Harrigfeld, Director



Mayor Garret Nancolas — Chairman
 411 Blaine St., Caldwell 83605
 (208) 455-3011,
gnancolas@ci.caldwell.id.us

Rep. Rich Wills — Vice Chairman
 Public at Large
 Box 602, Glenns Ferry 83623
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Lieutenant Kevin Haight
 Idaho State Police (Director Representative)
 700 S. Stratford Dr., Meridian 83642
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Chief Scot Haug
 Idaho Chiefs of Police Association
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Lan Smith
 Idaho Association of Counties
 415 E. Main St., Emmett 83617
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Sheriff Len Humphries, Fremont County
 Idaho Sheriffs Association
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lhumphries@co.fremont.id.us

Chief Paul Roberts
 Idaho Fire Chiefs Association
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Vacant
 Idaho EMS Chiefs Association

Michele Carreras, Treasurer
 Idaho State EMS Communications Center
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Brig Gen. Brad Richy
 Director, Idaho Bureau of Homeland
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**Andy Snook, Deputy Attorney General
 and Ex-Officio Member**
 954 W. Jefferson Street, 2nd floor, Boise
 83720, (208) 334-4105,
andy.snook@ag.idaho.gov



September 17, 2014

Dear Commissioner,

Please find the following items in your envelope:

1. Your FY2015 award letter
2. Your FY2015 IECC Grant Award Document
3. Your FY2015 ECC Award Special Conditions
4. Your FY2015 ECC Equipment Purchase Guidelines

If you agree to receive the grant funds from the IECC for FY2015 you will need to print the name of the authorized grantee official (normally the Chairman of the County Commission) in the block below #17. We need you to sign in the block below #19. Then date the document.

Make a copy of the document for your records and return the original to:

R David Moore, E911 Grants and Agreements Manager
 C/O Idaho Military Division
 4040 West Guard Street, Bldg. 600
 Boise, ID 83705

Once we have received the signed IECC Grant Award Document, the Grants and Agreements Manager will make contact with your Sheriff and/or PSAP Manager to make arrangements for assistance in getting your project started.

If you need any further information please feel free to contact R David Moore at 208-954-2578 or dmoore@imd.idaho.gov.



Mayor Garret Nancolas — Chairman
411 Blaine St., Caldwell 83605
(208) 455-3011,
gnancolas@ci.caldwell.id.us

Rep. Rich Wills — Vice Chairman
Public at Large
Box 602, Glens Ferry 83623
(208) 484-0403, wills550@aol.com

Lieutenant Kevin Haight
Idaho State Police (Director Representative)
700 S. Stratford Dr., Meridian 83642
(208) 846-7555,
Kevin.haight@isp.idaho.gov

Chief Scot Haug
Idaho Chiefs of Police Association
1717 E. Polston Ave., Post Falls, ID. 83854
(208) 773-6364, scot@postfallspolice.com

Lan Smith
Idaho Association of Counties
415 E. Main St., Emmet 83617
(208) 477-2018,
commissioners@ico.gem.id.us

Sheriff Len Humphries, Fremont County
Idaho Sheriffs Association
146 N 2nd W, St. Anthony, ID. 83445
(208) 624-4482,
lhumphries@ico.fremont.id.us

Chief Paul Roberts
Idaho Fire Chiefs Association
333 N. Mark Stall Pl., Boise, ID 83704
(208) 570-6544, proberts@cityofboise.org

Bryan Taylor
Idaho Prosecuting Attorneys Association
1115 Albany St., Caldwell, ID 83605
(208) 454-7391 btaylor@icavonco.org

Vacant
Idaho EMS Chiefs Association

Michele Carreras, Treasurer
Idaho State EMS Communications Center
700 S. Stratford Dr., Meridian, ID 83642
(208) 846-7621, carrermm@dlw.idaho.gov

Brig Gen. Brad Richy
Director, Idaho Bureau of Homeland
Security (Military Division)
4040 W. Guard, #600, Boise 83705-5004
(208) 422-3001, brichy@ibhs.idaho.gov

Jodi McCrosky
Private Industry Provider (Wireline)
999 Main St., Boise 83702
(208) 384-2017
jodimccrosky@centurylink.com

Jerry Piper
Private Industry Provider (Wireless)
P.O. Box 69
Cambridge, ID 83610
jpiper@cicicle.com
208-257-3314 wk
208-566-2355 cell

Andy Snook, Deputy Attorney General
and Ex-Officio Member
954 W. Jefferson Street, 2nd floor, Boise
83720, (208) 334-4105,
andy.snook@ag.idaho.gov

September 17, 2014

Kathy Rinaldi, Chairman
Teton County Commissioners
150 Courthouse Drive
Driggs, ID 83422

Dear Commissioner Rinaldi:

We are pleased to inform you that a portion of your application for the ECC FY2015 Dedicated Enhanced Emergency Communications Grant Fee Fund has been approved. This award is based on the work described in your county's 2015 ECC grant application. The total project award is \$11,224.38. There is no match requirement for this award. The following item(s) will be funded by the FY2015 ECC grant:

1. \$11,224.38 – replace 911 server

The Obligating Document for Award, BHS Form 76-10, and the Agreement Articles are enclosed. If the award is accepted, please have the appropriate governing body official sign BHS Form 76-10 and return it as soon as possible to the address below:

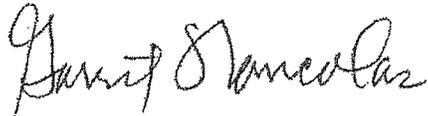
Idaho Emergency Communications Commission
Attention: R. David Moore, E911 Grants Manager
4040 W. Guard St., Bldg. 600
Boise, ID 83705-5005

Remember to retain a copy of the fully executed award document for your records.

The E911 Grants Manager will meet with your County 911 Manager and/or Sheriff to discuss the planning process and key plan center requirements after you accept the award. This meeting will provide an overview of performance requirements and planning considerations to make sure that the plan will meet your county's needs.

Please note that by accepting this award, you assume certain administrative and financial responsibilities including the timely submission of all performance and financial reports, and resolution of all interim audit findings. We look forward to continuing our close working relationship with our primary objective of making our communities safer through a State of the Art 911 Communications System.

Sincerely,

A handwritten signature in cursive script that reads "Garret Nancolas".

Mayor Garret Nancolas, Chairman
Idaho Emergency Communications Commission

c/c Sheriff Tony Liford





**STATE ADMINISTERING AGENCY
IDAHO EMERGENCY
COMMUNICATIONS COMMISSION
BUREAU OF HOMELAND SECURITY**

**IECC GRANT
AWARD DOCUMENT**

1. GRANTEE NAME AND ADDRESS (INCLUDING ZIP CODE) Ms. Kathy Rinaldi, Chairperson Teton County Commissioners 150 Courthouse Dr. Driggs, ID 83422		2. AWARD 2015 IECC Program		3. PERFORMANCE PERIOD 1 Nov 2014 to 31 Oct 2016	
7. GRANTEE IRS/VENDOR No.		4. AWARD DATE 1 Nov 2014	5. AWARD NUMBER 2015-0275-1	6. ACTION Original	
2015 IECC Grant Program		8. PREVIOUS AWARD AMOUNT:		\$0.00	
9. PROGRAM AREA:	IECC	10. AMOUNT OF THIS AWARD:		\$11,224.38	
11. PROGRAM AREA:	IECC				
				Total Award	
\$11,224.38					
13. SPECIAL CONDITIONS					
The above grant program areas are approved subject to such conditions or limitations as are set forth on the attached page(s).					
14. STATUTORY AUTHORITY FOR GRANT					
Idaho Code § 31-4819					
15. METHOD OF PAYMENT					
Upon receipt of completed invoice. Reimbursement by Warrant or Electronic Funds Transfer.					
AGENCY APPROVAL			GRANTEE ACCEPTANCE		
16. TYPED NAME AND TITLE OF APPROVING IECC OFFICIAL			17. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL		
Mayor Garret Nancolas/Chairman IECC Committee					
18. SIGNATURE OF APPROVING IECC OFFICIAL			19. SIGNATURE OF AUTHORIZED GRANTEE OFFICIAL		
DATE: 9/20/2014			DATE:		

Award Number:

Award Date: 11-01-2011

SPECIAL CONDITIONS

The grantee shall comply with the most recent version of the Administrative Requirement

IDAPA 38.06.02 Rules Governing the Idaho Emergency Communications Grants.

1. The grantee understands and agrees that it cannot use any of the ECC funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval.
2. The grantee agrees that all allocations and use of funds under this grant will be in accordance with the FY ECC 2015 Program guidance and application kit.
3. The grantee is prohibited from obligating, expending funds provided through this award until all applicable programmatic documents are provided for and approved by the ECC Commission.

The Idaho Emergency Communications Enhanced Grant Fee Equipment Purchase Process

All equipment that is purchased with Idaho Emergency Communication Commission Grant funds, through the Idaho Bureau of Homeland Security, must be purchased following the Grant Authorization Number (GAN) process. The process is detailed below:

An agency wishing to purchase equipment must first determine if the equipment in question is eligible. **You can only purchase equipment that is eligible within the specific guidelines of your grant request.** The E911 Grants Manager can help you determine if your items are eligible within your investment.

After the item is determined eligible, the requesting agency must submit a completed GAN/RD form (provided by BHS) and a quote from the vendor **OR** a purchase order (PO) from the requesting department. Once the GAN and quote (or PO) is received by regular mail, or emailed to dmoore@imd.idaho.gov the request is reviewed for eligibility and availability of funds. All agencies submitting requests, with funds sub-granted to a County, must submit their requests through their local PSAP Manager.

The requesting agency should fill out the GAN form and submit for approval. Please note that a quote or PO is required with the GAN form. The requestor must fill out all information required on the GAN form with the following exceptions:

- The GAN number will be provided upon approval of the request. Authorization to purchase is not given until a GAN is issued. When you receive GAN approval, write the GAN in section #1 and order the equipment detailed on the form.
- The ERID #'s (section 7a) will be issued at the same time the GAN is approved and individual line items will be identified as part of the approval email. Write the ERID number(s) in when you receive them.
- Section #10 is AFTER you have received the complete order and ready to request advanced reimbursement. We will need a copy of the GAN form with section #10 marked complete, and with an actual signature from the PSAP receiving agency (contact the E911 Grants Manager for details about partial payments). We must also have a copy of the invoice, not packing slip. Both the completed GAN and invoice must be received at the Military Resource office before payment will be made. The E911 Grants Manager will send all needed documentation to the Military Resource office.

Please feel free to contact the 911 Grants Manager for any questions you may have regarding the GAN equipment purchase process at dmoore@imd.idaho.gov or 208-954-2578.

Idaho Emergency Communications Commission
Special Conditions
Award Number: 2015-0275-1

The Grantee agrees to these Standard ECC Administrative Provisions:

1. The State may advance portions of the approved grant award to the grantee in accordance with established procedures to minimize the time elapsing between the transfer of funds and their disbursement by the sub-grantee.
2. The grantee must obtain prior approval from the Idaho Emergency Communications Commission before implementing changes to the Scope of Work or cumulative transfers among approved cost line items in excess of 10% of the total award. The E911 Grant Manager will notify sub-grantees of approval to changes in scope of work or cumulative transfers after receiving approval from Idaho Emergency Communications Commission.
3. The Emergency Communications Grant funds are not available to cover cost overruns. Any overruns must be paid in full by local resources. Moreover, the project must remain cost effective.
4. The grantee must notify the E911 Grant Manager so that he/she in turn may notify the Idaho Emergency Communications Commission as soon as any significant development becomes known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion.
5. **Quarterly financial and programmatic progress reports for ECC projects are required. The programmatic progress report will include sufficient narrative to determine the degree to which the project has been implemented and the estimated time to completion. Project-level financial data will be provided on a quarterly basis.**
6. By acceptance of this grant the sub-grantee agrees to abide by all laws and regulations of (IDAPA 38.06.02).



Teton County

Emergency Management & Mosquito Abatement

Department Report 8/9-10/8/2014
Greg Adams, Coordinator/Director



Teton Creek Grant Project Update

The project engineer has inspected the site and identified the last repairs for the project that should be completed in November. The total amount spent on the project to date, (including all match) is \$1,401,203.04. 97% of the project tasks have been completed, along with most of our match obligations.

Projects Accomplished

On September 8th through the 13th I was able to attend a pandemic preparedness and planning class at the Center for Domestic Preparedness in Anniston Alabama. Six of us from Teton County were able to attend the class. The course material was excellent and timely considering the current Ebola and Enterovirus concerns.

On September 29th and 30th I was able to attend a FEMA mitigation planning workshop. It was an excellent opportunity to get ready for our All-Hazard Mitigation Plan revision project.

On October 3rd the ambulance district and I moved most of their supplies, and all of mine from the Emergency Services Building to the armory. The Search & Rescue team will be moving their equipment and supplies on October 11th.

I had a preparedness booth at the TVH health fair and taught an hour long class on preparedness at the Community Connections October meeting.

The revised Emergency Operations Plan has been adopted by all 3 of the cities.

Another mosquito abatement season has come to a close for Teton County. Attached to this report is the year-end report for the contractor.

Future Projects

The Mosquito Abatement District has released an RFP for the contract for abatement services for the next two years. The RFP's will be publicly read on November 5th. They will then be graded and I will present to the BOCC the board's recommendation at the December 8th meeting.

Our Active Shooter tabletop exercise with the School District and the First Responder agencies was postponed until November 4th. It will be followed by a drill and a full scale exercise later on this winter.

We will be hosting a Hazus class on the week of November 17th for Teton and Madison counties. Hazus is a program that FEMA utilizes for disaster damage modeling. This will be one of the tools we will utilize to revise our All-Hazard Mitigation Plan.

Future Appointments

11/4	Teton County Radio/LEPC meeting 2:30-5	Active Shooter exercise
11/5	MADBOT RFP opening	6PM
11/17-20	FEMA Hazus class	



FROM: Planning Staff, Jason Boal
TO: Board of County Commissioners
RE: Planning Department Update
MEETING: October 14th, 2014

Permits:

- Fourth quarter 2014 update

Long-range Projects:

- Land Use Code update
 - Code Studio has provided us a draft ordinance

Department Business:

- Upcoming public hearings schedule
 - Taylor Shadow Subdivision

Action items for the BoCC:

- Jason Lathem contract

Building Department Fiscal Year 2014

	Oct.	Nov.	Dec.	Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	YTD
Single Family Dwellings	0	2	0	0	0	1	3	2	6	3	4	2	25
Commercial	3	0	0	0	0	0	0	1	0	0	1	0	5
Other Structures	5	3	1	0	1	4	2	4	9	3	7	6	45
Misc. permits	2	1	1	1	0	0	2	3	4	4	2	3	23
Total Permits	10	6	4	1	1	5	7	10	19	10	14	11	98
Re-activation / extension	0	0	1	0	0	0	1	0	0	0	0	1	3
Total Impact Fees	\$421.65	\$4,011.92	\$4,011.92	\$0.00	\$0.00	\$2,005.96	\$6,017.88	\$4,602.41	\$12,035.76	\$6,017.88	\$8,023.84	\$4,011.92	\$51,161.14
Total Permit Fees	\$3,210.16	\$7,965.81	\$5,720.41	\$50.00	\$150.00	\$5,281.99	\$5,560.17	\$8,765.96	\$14,853.09	\$13,523.16	\$4,892.69	\$4,249.99	\$74,223.43

Single Family Dwellings includes setting permits for manufactured homes

Other Structures = replacement of SFD w/out impact fee, garages, sheds, barns, carports, Ag

Misc. = mechanical, setting, additions, remodels, foundation

10/3/2014

INDEPENDENT CONTRACT
Building Inspector

This AGREEMENT ("Agreement") is made by and between Teton County, Idaho, ("County") and Jason Letham, ("INSPECTOR"), who agree as follows:

1. **SCOPE OF SERVICES:** In accordance with this signed contract, the INSPECTOR shall undertake the services as described in the attached Scope of Services (Exhibit A) for the consideration stated below in Section 2.

2. **PRICE AND PAYMENT:** As consideration for performing the work described in the Scope of Services, COUNTY agrees to pay INSPECTOR \$ 45.00 per inspection, site visit or meeting requested by the COUNTY, plus all authorized reimbursable costs and expenses. No additional sums shall be or become due and owing to INSPECTOR without COUNTY authorization prior to INSPECTOR performing work or projects not included within the Scope of Services.

3. **INVOICE:** INSPECTOR shall maintain time and expense records and provide them to COUNTY each month in a format acceptable to COUNTY for work performed. If the services subject to the invoice do not meet the requirements of this Agreement as COUNTY may determine, COUNTY shall notify INSPECTOR in writing and specify all deficiencies in the work that do not meet the requirements. INSPECTOR shall have seven (7) working days to correct or modify the work to comply with the requirements of the Agreement as set forth in COUNTY's written notice. If COUNTY again determines the work fails to meet the requirements, COUNTY may withhold payment until deficiencies have been corrected to COUNTY's satisfaction or may terminate this Agreement for cause as set forth in Section 20 of this Agreement.

4. **RIGHT OF CONTROL:** COUNTY agrees that it will have no right to control or direct the details, manner, or means by which INSPECTOR accomplishes the results of the services performed hereunder. INSPECTOR agrees, however, that his or her other contracts and services shall not interfere with the performance of his or her services under this Agreement. COUNTY agrees to coordinate project schedules, respective commencements and deadlines with INSPECTOR.

5. **INDEPENDENT INSPECTOR RELATIONSHIP:** INSPECTOR is an independent contractor and is not an employee, servant, agent, partner, or joint venturer of COUNTY. COUNTY shall determine the work to be done by INSPECTOR, but INSPECTOR shall determine the legal means by which it accomplishes the work specified by COUNTY. This Agreement shall not be construed to create any employer-employee relationship between COUNTY and INSPECTOR.

6. **RECORDS ACCESS AND AUDITS:** INSPECTOR shall maintain complete and accurate records with respect to costs incurred and manpower expended under this Agreement. All such records shall be maintained according to generally accepted accounting principles, shall be clearly identified, and shall be readily accessible. Such records shall be available for review by COUNTY representatives for three (3) years after final payment. Copies shall be made available upon request.

7. **FEDERAL, STATE, AND LOCAL PAYROLL TAXES:** Neither federal, state or local income taxes, nor payroll taxes of any kind shall be withheld and paid by COUNTY on behalf of INSPECTOR or the employees of INSPECTOR. INSPECTOR shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes. INSPECTOR understands that INSPECTOR is responsible to pay, according to law, INSPECTOR's income tax. INSPECTOR further understands that INSPECTOR may be liable for self-employment (Social Security) tax to be paid by INSPECTOR according to law.

8. **LICENSES AND LAW:** INSPECTOR represents that it possesses the requisite skill, knowledge, and experience necessary, as well as all licenses required to perform the services under this Agreement. INSPECTOR further agrees to comply with all applicable laws, ordinances, and codes of Federal, State and local governments in the performance of the services hereunder. INSPECTOR represents that he is certified by the International Code Council as a building inspector.

9. **FRINGE BENEFITS:** Because INSPECTOR is engaged in its own independently established business, INSPECTOR is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plans of COUNTY.

10. **EQUIPMENT, TOOLS, MATERIALS OR SUPPLIES:** INSPECTOR shall supply, at INSPECTOR's sole expense, all equipment, tools, materials and/or supplies to accomplish the services to be provided herein.

11. **PROPRIETARY RIGHTS:** All data, materials, reports, maps, graphics, tables, memoranda and other documents or products developed under this Agreement whether finished or not shall become the property of COUNTY, shall be forwarded to COUNTY at its request and may be used by COUNTY as it sees fit.

12. **CONFIDENTIALITY:**

(a) INSPECTOR agrees to maintain confidentiality of all work product produced under this Agreement, including both interim and draft, materials, reports, maps, graphics, tables, memoranda and other documents, unless and until COUNTY signifies its written approval that such work product may be published as final work product. COUNTY reserves the right to distribute the

final work product as it sees fit, provided that INSPECTOR may use final reports as approved and adopted by the COUNTY Council in the marketing of its business.

(b) INSPECTOR agrees that any names, addresses, email addresses, or other contact information received from COUNTY or in the course of doing work for COUNTY shall only be used on behalf of COUNTY and shall not be used to create, distribute or sell mailing lists as provided in Idaho State Code Sections 9-348 (1) through (9). INSPECTOR further agrees to maintain confidentiality of property owner names and addresses received for any purpose and shall not use property owner names and addresses in any work product produced for COUNTY except as authorized by COUNTY.

13. **TERM OF AGREEMENT:** This Agreement shall be effective October 3, 2014 and shall continue until October 2, 2015 and shall renew automatically for one year terms unless earlier terminated as provided in Paragraph 20 below.

14. **ENTIRE AGREEMENT:** This Agreement, along with any and all Exhibits, attached hereto and incorporated herein by reference, contains the entire Agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

15. **GENERAL ADMINISTRATION AND MANAGEMENT:** The Planning Administrator of the COUNTY, or his/her designee, shall be COUNTY's representative, and shall oversee and approve all services to be performed, coordinate all communications, review and approve all invoices, and carry out any and all tasks as may be required under this Agreement.

16. **CHANGES:** COUNTY reserves the right to makes changes from time to time in the Scope of Services to be performed hereunder. Such changes, including any increase or decrease in INSPECTOR's compensation, which are mutually agreed upon by and between COUNTY and INSPECTOR, shall be incorporated in written amendments to this Agreement.

17. **AMENDMENTS:** This Agreement may be amended only in writing, upon mutual agreement of both COUNTY and INSPECTOR.

18. **ASSIGNMENT:** It is expressly agreed and understood by the parties hereto, that INSPECTOR shall not have the right to assign, transfer, hypothecate or sell any of its rights under this Agreement except upon the prior express written consent of COUNTY.

19. **SUBINSPECTORS:** INSPECTOR may propose to COUNTY the use of subInspectors ("SUBINSPECTORS") for performance of a particular aspect of the work. COUNTY shall have the right to approve the use of SUBINSPECTORS and the

amount and method of SUBINSPECTORS' compensation prior to commencement of any work by SUBINSPECTORS, and such approval shall be in writing. COUNTY shall also determine whether the selection of subinspectors should be made through any required selection process or through a selection process COUNTY deems in its best interest. COUNTY shall have the right to approve any change in the use of SUBINSPECTORS. Such changes in SUBINSPECTORS shall be approved by COUNTY in writing and shall not affect the amount of payment stated in the Agreement unless specifically authorized by COUNTY in writing. COUNTY shall have no liability to said SUBINSPECTORS and INSPECTOR shall be responsible for work by the SUBINSPECTORS and payment to said SUBINSPECTORS.

20. TERMINATION OF AGREEMENT:

FOR CAUSE: If, through any cause, INSPECTOR shall fail to fulfill its obligations in compliance with the schedule reflected in the Scope of Services under this Agreement, or if INSPECTOR shall violate any of the covenants, agreements, or stipulations of this Agreement, COUNTY shall thereupon have the right to terminate this Agreement by giving written notice to INSPECTOR and specifying the effective date thereof at least fifteen (15) days before the effective date of such termination.

Notwithstanding the above, the INSPECTOR shall not be relieved of liability to COUNTY by virtue of any breach of this Agreement by the INSPECTOR, and COUNTY may withhold any payments to the INSPECTOR for the purpose of set-off until such time as the exact amount of damages due COUNTY from the INSPECTOR is determined. INSPECTOR shall also provide COUNTY all products or works generated prior to date of termination. All products or work generated, whether complete or not, are the property of COUNTY, as set forth in Section 12 of this Agreement.

(b) **TERMINATION FOR CONVENIENCE OF COUNTY:** COUNTY may terminate this Agreement at any time, for no reason, by giving at least fifteen (15) days' notice in writing to the INSPECTOR. INSPECTOR shall also provide COUNTY all products or works of consulting generated to date of termination.

(c) **TERMINATION FOR CONVENIENCE OF INSPECTOR:** INSPECTOR may terminate this Agreement at any time, for no reason, by giving at least fifteen (15) days' notice in writing to the COUNTY.

21. NOTICES: Any and all notices required to be given by either of the parties hereto, unless otherwise stated in this Agreement shall be in writing and be deemed communicated when mailed in the United States mail, certified, return receipt requested, addresses as follows:

To COUNTY:
Teton County
Attn: Planning Administrator
150 Courthouse Drive
Driggs, ID 83422

To INSPECTOR:
Jason Letham

22. **DISCRIMINATION PROHIBITED:** In performing the services required herein, INSPECTOR shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age or handicap. Violation of this section shall constitute a material breach of this Agreement and be deemed grounds for cancellation, termination or Suspension of the Agreement by COUNTY, in whole or in part, and may result in ineligibility for further work for COUNTY.

23. **WARRANTY:** INSPECTOR warrants that all services will be performed in good faith and in a workmanlike manner. INSPECTOR acknowledges that it will be liable for any breach of this warranty.

24. **INDEMNIFICATION:** INSPECTOR agrees to indemnify, defend and hold harmless COUNTY, and its officers, agents and employees, from and against all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with INSPECTOR's negligence or intentionally wrongful acts or omissions during the performance of this Agreement by INSPECTOR or INSPECTOR's agents, employees, or representatives. In case any action or proceeding is brought against COUNTY or its officers, agents or employees by reason of or arising out of connection with INSPECTOR's negligence or intentionally wrongful acts or omissions during the performance of this Agreement, INSPECTOR, upon written notice from COUNTY, shall at INSPECTOR's expense, resist or defend such action or proceeding.

25. **NONWAIVER:** Failure of either party to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.

26. **APPLICABLE LAW:** Any dispute under this Agreement, or related to this Agreement, shall be decided in accordance with the laws of the state of Idaho.

27. **ATTORNEY FEES:** Should any litigation or arbitration be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to costs and reasonable attorneys' fees as

determined by arbitrator or court of competent jurisdiction. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination, or forfeiture of this Agreement.

28. **DISPUTES:** In the event that a dispute arises between COUNTY and the INSPECTOR regarding application or interpretation of any provision of this Agreement, the aggrieved party shall promptly notify the other party to this Agreement of the dispute within ten (10) days after such dispute arises. If the parties shall have failed to resolve the dispute within thirty (30) days after delivery of such notice, the parties may first endeavor to settle the dispute in an amicable manner by mediation. If the parties elect to mediate their dispute, the parties will select a mediator by mutual agreement and agree to each pay half of the mediator's costs and fees. The mediation will take place in Driggs, Idaho unless otherwise agreed by the parties in writing. Should the parties be unable to resolve the dispute to their mutual satisfaction within thirty (30) days after such completion of mediation, each party shall have the right to pursue any rights or remedies it may have at law or in equity. If the parties do not mutually agree to mediate the dispute, either party may pursue any rights or remedies it may have at law.

29. **SUCCESSORS IN INTEREST:** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereby, and their respective successors and assigns.

30. **THIRD PARTY BENEFICIARIES:** COUNTY and INSPECTOR are the only parties to this Agreement. The parties do not intend that any non-party or third party will have any rights whatsoever under this Agreement.

31. **COORDINATION WITH OTHER INSPECTORS:** INSPECTOR recognizes that COUNTY has or may enter into agreements with other Inspectors that provide other services. Upon request, INSPECTOR agrees to coordinate with and work in conjunction with other Inspectors when the need arises.

32. **STANDARD OF CARE:** INSPECTOR shall be entitled to rely on the accuracy and completeness of any information furnished by COUNTY, except in such circumstances that INSPECTOR should, in the exercise of reasonable care, consistent with the professional skill and care ordinarily provided by Inspectors practicing under the same or similar circumstances, know the information to be incorrect, unreliable or incomplete. INSPECTOR shall provide prompt notice to COUNTY if INSPECTOR becomes aware of any errors, omissions or inconsistencies in such information.

33. **ENTIRE AGREEMENT, SEVERABILITY, AND MODIFICATION:** This Agreement represents and contains the entire Agreement and understanding between the parties. Prior discussions or verbal representations by COUNTY or INSPECTOR that are not contained in this Agreement are not a part of this Agreement. In the event that any provision of this Agreement is at any time held by a Court to be invalid or unenforceable, the parties agree that all other provisions of this Agreement will remain in full force and effect. Any future modification of this Agreement should be made in writing and executed

by authorized COUNTY and INSPECTOR representatives. Any and all verbal arrangements, agreements, conversations, or understandings are subject to and controlled by this document.

IN WITNESS WHEREOF, COUNTY and INSPECTOR have executed this Agreement as of the effective date specified above.

COUNTY

INSPECTOR

By: _____
Kelly Park, Chair

By: _____
Jason Letham

Date: _____

Date: 10/3/14

Attested By: _____

Attested By: Wendy A. Daniels

Printed Name _____

Wendy A. Daniels

EXHIBIT 'A': SCOPE OF SERVICES

Serve as the Teton County Building Official, as defined in the International Building Code adopted by Teton County. Perform the following Building Official tasks and duties in accordance with the International Building Code as adopted:

- Perform Plan Review(s)
- Issue Building Permit (in coordination with Teton County Planning and Zoning Administrator)
- Perform all requested and required building inspections other than mechanical, electrical and plumbing
- Issue Certificate of Occupancy upon satisfactory completion final inspection



208-354-8780
FAX: 208-354-8410

Teton County Clerk

150 Courthouse Drive
Driggs, Idaho 83422

October 2, 2014

TO: County Commissioners
FROM: Mary Lou *ml*
SUBJECT: Clerk's FY 2015 Budget Memo #8

The following list itemizes the line item changes that were made to the FY 2015 budget before it was finalized in the county's financial software. Since none of the changes altered a Fund total, they did not require a public hearing. However, now that the budget has been finalized within the financial software, no further changes can be made without a formal resolution by the Board. This will be done on a quarterly basis throughout the fiscal year.

1. Moved \$10,375 out of the Sheriff's budget and into the Armory Building budget. (Because the \$10,375 alcohol breath-testing instrument was purchased in FY 2014 with grant funds and additional funds were needed to operate the Armory building.)
2. Moved \$10,000 out of the Public Works Director Salary and into the Contracted Services account within the Planning Department Budget. (Because additional contracted engineering services will be needed in the absence of a county engineer.)
3. Moved \$6,200 out of the IT network support contract account and into a new IT Capital – Security Systems account. (Because this amount became available when the contracted CAI hours were reduced and because additional security cameras are needed at the courthouse. These funds will not be spent without Board approval.)
4. Moved \$8,400 out of the ambulance garage rental account and into the ambulance fuel, maintenance and contingency accounts. (Because the ESB is being sold and the Fire Department has agreed to store the ambulances at no charge.)



RESOLUTION 2014-1014A
BUDGET TRANSFERS FOR FOURTH QUARTER FY 2014

WHEREAS, on August 26, 2013 the Board of County Commissioners adopted the Teton County Budget for Fiscal Year 2014; and

WHEREAS, since that date the specific needs and expenses within several Funds have changed; and

WHEREAS, since that date unanticipated revenue may has become available; and

WHEREAS, pursuant to Idaho Code 31 Chapter 16, the Teton County Auditor may not issue, and the Teton County Board of Commissioners may not approve, any claim for any expenditure in excess of a budget appropriation; and

WHEREAS, specific accounts within several Funds do not have sufficient amounts appropriated, while other specific accounts within those Funds have excess amounts appropriated.

NOW, THEREFORE, BE IT UNANIMOUSLY RESOLVED that the Board of Teton County Commissioners do hereby approve the following transfers and increases of budget appropriations as itemized in Exhibit A.

APPROVED by the Board of Teton County Commissioners on October 14, 2014.

Chairman: _____
Kelly Park

ATTEST: _____
Mary Lou Hansen, Clerk

Contingency Fund Expenditures for FY 2014

Date	Check #	Vendor Name or Resolution #	Description	Increase	Decrease	Balance	Approval Date
General Fund Contingency Account: 01-18-526							
Beginning Balance							
11/26/13	210	Clark Wireless	Antennae for Victor cell tower	2,000.00		118,000.00	10/15/2013
		Resolution 2013-1223	Monthly electrical bill for Victor cell tower	600.00		117,400.00	10/15/2013
		Resolution 2013-1223	Duty gear for Sheriff's deputies	5,500.00		111,900.00	11/12/2013
11/25/13	401	ML Hansen	5 Board Member gift cards & 1 spot award	249.00		111,651.00	11/12/2013
12/09/13	591	Sue's Roos	Repair 1999 Subaru	2,593.60		109,057.40	11/12/2013
		Alan McKnight	Art for Judge Luke retirement gift	300.00		108,757.40	12/23/2013
01/14/14	852	Rick's	Framing of art for Judge Luke	100.00		108,657.40	12/23/2013
02/24/14	1167	Saul Varela	Noteworthy performance awards for SW crew	203.00		108,454.40	2/10/2014
		Resolution 2014-0414	Pay S. Wood for insignia, etc. work on 3 SO vehicles	2,888.42		105,565.98	2/24/2014
03/10/14	1315	Teton Area Advisory Forum	Donation to TAAF for Teton Canyon facilitation	500.00		105,065.98	2/24/2014
04/04/14	1517	Teton Valley News	RFB for Fair Ground Bleachers	260.00		104,805.98	3/10/2014
		Resolution 2014-0414	Bleachers for Fair Grounds	39,740.00		64,165.98	3/10/2014
04/14/14	1624	Road & Bridge	Reimburse R&B for SnowScape assistance	900.00		103,905.98	12/23/2013
04/14/14	1612	PacifiCorp	Tax refund due per 2010-13 lawsuit	1,389.94		62,776.04	4/14/2014
04/14/14		School District & Library District	PacifiCorp tax refund recovered from tax districts	616.87		63,392.91	4/14/2014
05/28/14	1943	Precision Power	Repair courthouse generator	4,690.72		58,702.19	5/28/2014
		Resolution 2014-0714	Bleachers for Fair Grounds	6,700.00		52,002.19	4/28/2014
08/25/14	2578	Broulim's	Spot Awards for Road & Bridge crew	325.00		51,677.19	7/28/2014
09/09/14	2732	Bank of Commerce	Spot Awards for Clerk's Recording Office Staff	75.00		51,602.19	7/14/2014
09/09/14	2752	Kelley Real Estate Appraisers	Emergency Services Building Appraisal	1,400.00		50,202.19	8/25/2014
09/30/14	2932	Bank of Commerce	\$25 gift cards for outgoing Fair & PZC members	145.00		50,057.19	9/22/2014
		Resolution 2014-1014	Extension Assistant OT for Fair & 4H Camp	1,563.00		48,494.19	10/14/2014
	tbd		1/2 cost of ROW survey for N3750W	350.00			1/23/2012 for Reed Casper property
	tbd		Smith Canyon Record of Survey, amount still due	3,684.78			8/27/2012
Road&Bridge Contingency Account: 02-00-526							
Beginning Balance							
10,000.00							
Court Contingency Account: 06-00-526							
Beginning Balance							
15,000.00							
		Resolution 2013-1223	Shelves & work table for court file room	3,527.00		11,473.00	10/15/2013
01/14/14	805	Mandy Hill	Court file room re-organization	190.00		11,283.00	10/15/2013
		Resolution 2014-0714	Increase budget for Public Defender	8,000.00		3,283.00	6/23/2014
		Resolution 2014-0714	Increase budget for Chief JPO due to transition	3,283.00		0.00	7/14/2014
Solid Waste Contingency Account: 23-00-526							
Beginning Balance							
10,000.00							
04/28/14	1714	Western States CAT	Cylinder repair of R&B blade damaged by solid waste	927.66		9,072.34	
Ambulance Contingency Account: 50-00-526							
Beginning Balance							
10,000.00							
		Resolution 2013-1223	Establish budget for "Miscellaneous" in Ambulance fur	500.00		9,500.00	12/23/2013



RESOLUTION 2014-1014B
TRANSFERRING FUNDS PRIOR TO CLOSING FY 2014

WHEREAS, the county's outside auditors have recommended the conversion of certain Trust Funds into General Governmental Funds; and

WHEREAS, the Board of County Commissioners wishes to re-direct unobligated Remaining Cash within the Special Planning Projects Fund into the Road & Bridge Fund;

NOW THEREFORE be it unanimously resolved that the Teton County Board of County Commissioners do hereby order the transfer of funds as follows:

Transfer \$2,348.60 out of the (9110) Court-Restitution Trust Fund and into the (10) Court-Restitution General Governmental Fund

Debit 9110-00-98	Credit 9110-00-100
Debit 10-00-100	Credit 10-00-398

Transfer \$15,013.40 out of the (9111) Court-Bonds Trust Fund and into the (12) Court-Bonds General Governmental Fund

Debit 9111-00-98	Credit 9111-00-100
Debit 12-00-100	Credit 12-00-398

Transfer \$48,950.53 out of the (21) Special Planning Projects Fund and into the (02) Road & Bridge Fund

Debit 21-00-98	Credit 21-00-100
Debit 02-00-100	Credit 02-00-398

DATED and done this 14th day of October, 2014.

TETON COUNTY BOARD OF COUNTY COMMISSIONERS

Kelly Park, Commissioner

Sid Kunz, Commissioner

Kathy Rinaldi, Commissioner

ATTEST: _____
Mary Lou Hansen, Clerk



RESOLUTION 2014-1014C
OPENING FY 2014 BUDGETS FOR SEVERAL FUNDS

WHEREAS, the budgets for several Funds need to be updated to accurately reflect unanticipated revenue and related expenses, and capital expenditures funded with Remaining Cash;

WHEREAS, the Board of County Commissioners published a legal notice and held a public hearing on October 14, 2014 in accordance with Idaho Code 31-1605;

NOW THEREFORE BE IT RESOLVED that the Board of Teton County Commissioners hereby unanimously adopt the revised budget totals as itemized below:

Fund	Salaries	Benefits	Other	Capital	Total
02 Road & Bridge				\$144,000	144,000
24 TORT			1,500		1,500
33 Road Levy				\$200,000	200,000
44 E 911			10,000		10,000
50 Ambulance				17,800	17,800
82 Fair			6,000	71,960	77,960
91 Impact Fees: Sheriff Facilities				4,565	4,565
TOTAL	\$0	\$0	\$17,500	\$438,325	\$455,825

DATED and done this 14th day of October, 2014.

BOARD OF TETON COUNTY COMMISSIONERS

Sid Kunz

Kelly Park

Kathy Rinaldi

ATTEST: _____
Mary Lou Hansen, Clerk

Teton County 2014 Budget Opening

Public notice is hereby given that the Teton County Commission will meet October 14, 2014 at 12:30 pm in the Commissioners Meeting Room at 150 Courthouse Drive, Driggs, Idaho for the purpose of opening the current fiscal year budget at which time any taxpayer may appear and be heard upon any part of said budget changes.



Fund	Salaries	Benefits	Other	Capital	Total
02 Road & Bridge				\$144,000	144,000
24 TORT			1,500		1,500
33 Road Levy				\$200,000	200,000
44 E 911			10,000		10,000
50 Ambulance				17,800	17,800
82 Fair			6,000	71,960	77,960
91 Impact Fees: Sheriff Facilities				4,565	4,565
TOTAL	\$0	\$0	\$17,500	\$438,325	\$455,825

02 Use FY13 carryover & SRS funds for new road grader

24 Use contingency for unanticipated Tort expenses

33 Use FY13 carryover for gravel crushing

44 Use FY13 carryover for phone lines & software

50 Use grant funds for new Zoll Monitor

82 Use contingency and unanticipated revenue for bleachers and fair expenses

91 Use unanticipated revenue for law enforcement center construction

*Published in the Teton Valley
News October 9, 2014.*

Dawn Felchle

From: Mary Lou Hansen
Sent: Thursday, October 09, 2014 10:22 AM
To: Katie Salsbury; Dawn Felchle
Cc: Corner Drug; Sid Kunz; Kathy Spitzer; Tom Davis
Subject: RE: Livestock Arena Addition
Attachments: Purchasing & Contracts Attachment A public works contractor license.pdf; Purchasing & Contracts.fair2.pdf

Katie: Completing the arena sounds like a wonderful project. I've attached some documents for your information regarding how to proceed. I've highlighted the most relevant portions of the county's Purchasing & Contracting policy. The Attachment A document explains Idaho's public works licensing requirements. Please note that all work must be performed by licensed public works contractors and that the construction procurement activities must be supervised by the county engineer.

Since the county is currently without a county engineer, I believe your first step should be a meeting with the County Commissioners to gain their approval to work with one of the county's contract engineers to move this project forward as quickly as possible.

Are you and/or Aaron available to meet with the Commissioners during next week's meeting at 12:45 pm on Tuesday, October 14? If so, we'll add "Fair Board Arena Project" to the agenda and include your email and drawing in their Board packet for their information.

Thanks for letting me know quickly so we can update the agenda,

Mary Lou Hansen

Teton County Clerk
150 Courthouse Drive #208
Driggs, ID 83422
mlhansen@co.teton.id.us
208-354-8771
FAX: 354-8410

From: Katie Salsbury [<mailto:Katie@intermountainaquatics.com>]
Sent: Thursday, October 09, 2014 9:25 AM
To: Dawn Felchle; Mary Lou Hansen
Cc: Corner Drug; Sid Kunz
Subject: Livestock Arena Addition

Hi Dawn & Mary Lou,

The fair board voted last night to spend the remaining arena funds to finish the indoor arena project that Harley has been working on.

We have the following budget for the project based on the attached drawing and a first round of initial bids. Can you let us know the legal purchasing steps that we need to take to complete the project and spend the money?

The fair board has established an Arena Committee and the committee chair is Aaron Myler. If possible, the committee would like to coordinate all of the subcontractors and materials. We have run our preliminary plans by Tom Davis,

District 7 and the Fire Marshall. Our next step is to get the addition engineered by the steel company and the footers engineered by AW Engineering.

Teton County, Idaho Arena Enclosure Numbers

Steel Construction		Estimate Provided By
New Electrical Panel/Service/Lights	\$ 14,000.00	BW Electrical
Arena Sand	\$ 6,500.00	Cory Murdock
Arena Panels	\$ 6,500.00	Tarter
Earthwork		Donated
Garage Doors - Small	\$ 500.00	Valley Lumber
Garage Door - Large	\$ 10,000.00	?
Steel Framing & Siding	\$31,000	R&M Steel
Footers	\$ 4,760.00	Cory Murdock
Labor - Estimate	\$ 30,000.00	?
Contingency - 15%	\$ 15,489.00	
TOTAL	\$ 118,749.00	
Budget	\$ 118,765.03	
BALANCE	\$ 16.03	

Please let us know the correct procedures to proceed. If possible we'd like to line up the concrete and electrical work to be completed by the end of the month.

Thanks for your help!

Katie Salsbury
208-313-6930

TETON COUNTY, IDAHO LIVESTOCK ARENA ENCLOSURE

9/22/2014

Existing Dimensions - 140' x 100'
South Side Enclosure - 20'-24' x 100' (TBD)

GENERAL NOTES:

Existing footer and floor elevations are unknown.

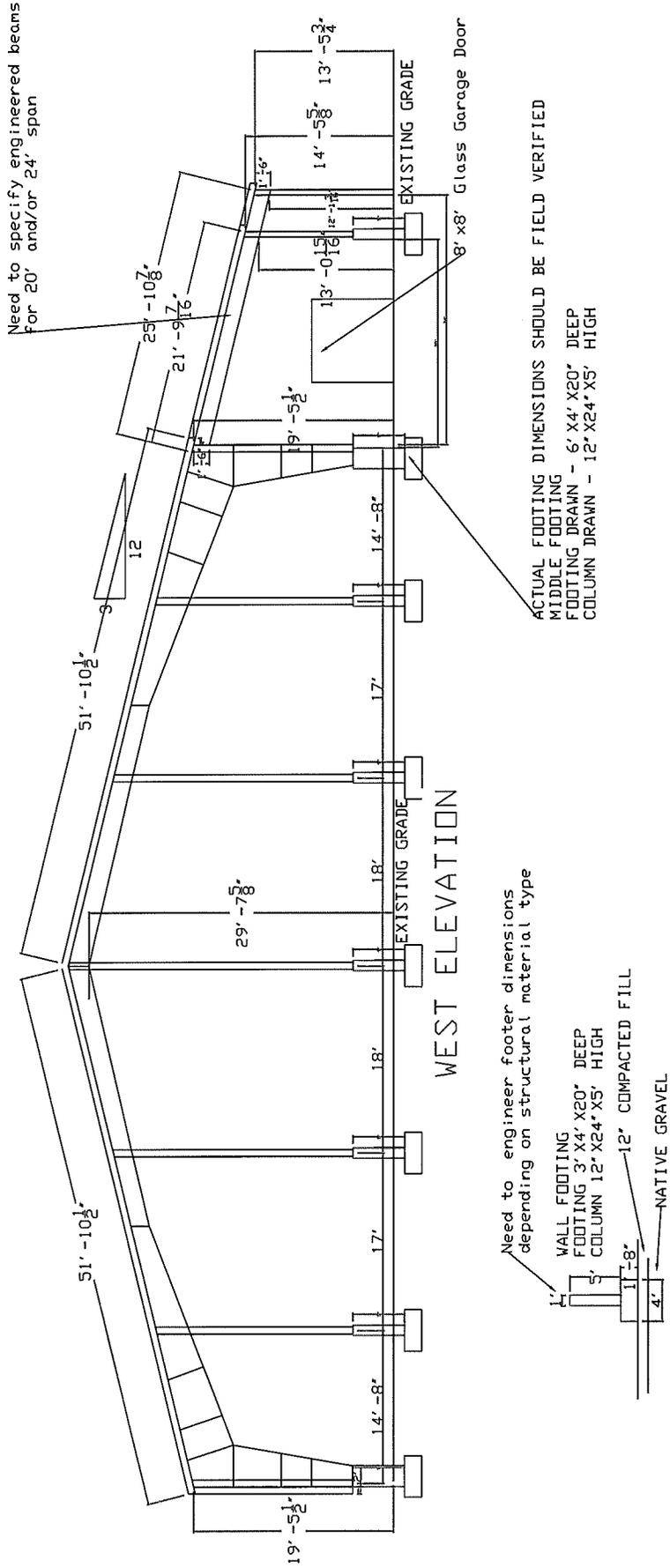
Drawings reproduced from R&M Steel Company Arena Plans

May 19, 2005

Need to have specified/engineered:

1. Wall framing material, dimension and spacing.
2. Roof beam material, dimension and spacing.
3. Footer dimensions and specifications.

Need to add man doors.



Public Works Contractor License

Public Works Contractor Licensure Requirements

Idaho Code

\$0 to \$10,000 (total project)	No Licensure Required.	IC 54-1903 (i)
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Public Works Construction Bidding

\$0 to \$25,000	No bidding requirements.	IC 67-2803 (2)
\$25,000 to \$100,000	Semi-formal bidding: Issue written requests for bids describing goods or services desired to at least 3 contractors. Allow 3 days for written response, unless an emergency exists; objections must be submitted no later than 1 business day PRIOR to bid. Keep records for 6 months. <i>Accept low bid or reject all bids.</i>	IC 67-2805 (2)
\$100,000 and above	Formal bidding: 2 Options - Category A & B Category A. Open to all licensed contractors. Publication requirements. Written objections allowed 3 business days PRIOR to bid. Category B. Open to pre-qualified contractors. After pre-qualification is determined, the bidding process is done in the same manner as Category A to include filing objections.	IC 67-2805 (3)

Public Works Contractor Licensure Exemptions *(Those most relevant to Local Governments)*

The sale of installation of any finished products, material or articles of merchandise	NOT actually fabricated into and do not become a permanent fixed part of the structure.	IC 54-1903 (d)
Duly licensed architects, licensed engineers and land surveyors	When acting solely in their professional capacity.	IC 54-1903 (h)
Less than \$10,000 for construction, alteration, improvement or repair	Single project with any number of trades.	IC 54-1903 (i)
Less than \$50,000 for construction, alteration, improvement or repair	Single project for which no responsive statement of interest was received from a licensed public works contractor per 67-2805.	IC 54-1903 (i)

Contractor Penalties

Administrative fine (not to exceed \$20,000) (IPWCLB)	Public works contractor violation of Public Works Contractor Idaho Statutes.	IC 54-1914 (1)
Criminal penalty up to \$5,000 and 1 year in jail (court)	Public works contractor violation of Public Works Contractor Idaho Statutes.	IC 54-1920 (1)
Court imposed injunctive relief	Public works contractor acting without a license.	IC 54-1920 (3)

Political Subdivisions/Public Officials Penalties

Administrative fine (not to exceed \$5,000) (IPWCLB)	Public agency contracting with an unlicensed or improperly licensed contractor.	IC 54-1914 (2)
Criminal penalty up to \$5,000 and 1 year in jail (court)	Public agency official contracting with an unlicensed or improperly licensed contractor.	IC 54-1920 (2)
Civil penalty up to \$5,000 for each offense - Against a political subdivision (court)	Willful and knowing avoidance of competitive bidding or procurement statutes, "Bidding Splitting."	IC 59-1026

REMEMBER to also consider at least three other sections of Idaho Code: 67-2309, 67-2320 & Title 54 Chapter 19



Purchasing & Contracts

Revision: 3

Date: 2/14/13

Original Issue Date: 6/15/11

Number of Pages: 2

Approved: BOCC

Teton County does not have a central purchasing department. Each Elected Official, Department Head and appointed Board manages its own procurement of goods and services as approved through adoption of the annual budget. However, the Board has sole legal authority for the approval of any expenditure of county funds and the sale of any county property. All purchases must be made in compliance with Idaho Code and this policy. Public works construction procurement can only take place under direction of the County Engineer. Attachment A, Public Works Contractor License, and Attachment B, Other Procurement Information, contain information provided by the Idaho Public Works Contractor Licensing Bureau. (*“Real property” refers to land and buildings; “personal property” refers to all other types of property.*)

The objective of this policy is to comply with Idaho and Federal laws and provide the citizens of Teton County with the best value for products and services acquired by their government. The Board believes that patronizing local businesses is in the county’s best interest. Whenever permitted by law, goods and services may be purchased from local vendors, provided that the county pays no more than a 10% premium to support local businesses.

Contracts. All contracts, agreements, leases or other documents that legally bind Teton County must be approved as to form and content by the Prosecutor prior to the Commissioner meeting at which the documents are to be formally approved and signed. The Board must have an opportunity to review such documents prior to a regularly scheduled meeting. The Elected Official, Department Head or appointed Board or Committee which requested the contract or agreement is responsible for retaining the original, signed contract. A copy of the signed contract must be submitted to the Clerk, who will archive the document in the county’s digital filing system.

Legal Signature Authority. The Board is the County’s only legal signature authority able to sign contracts of agreements on behalf of the County. Such contracts can only be signed after a formal motion in a public meeting. No other Elected Official, Department Head, or appointed Board may obligate the County without specific prior approval from the Board. However, the Public Works Director is hereby granted approval to approve contracts less than \$5,000, provided the expense is included in a Public Works budget.

Capital Budgets & Purchases Greater than \$1,000. In order to provide consistent, accurate budget information: (1) Single items costing less than \$500 each *may not* be purchased through a capital budget account; and (2) Single items costing more than \$1,000 each and having a useful life of more than two years *must* be purchased through a capital budget account.

The purchase of any single item costing more than \$1,000 requires prior approval by the Board, unless the item is specifically itemized within the current budget and the total cost of the item does not exceed the budgeted amount. *This policy is not intended to apply to routine repair and maintenance of vehicles, equipment or building facilities.*

In general, vehicles must have traveled at least 150,000 miles before being replaced.

Please refer to the Capital Asset policy for additional information about items costing greater than \$5,000 and having a useful life of more than two years.

Purchase & Installation of Computer Equipment and Software. See Administrative Policy entitled “Computers & Information Technology (IT).”

Disposal of County Personal Property. Any personal property no longer necessary for county use must be disposed of by the Board according to Idaho Code 31-808 (public auction) or 31-829 (if Board determines asset has greatest value as a trade-in). Personal property valued at \$250 or less may be sold at

private sale without notice. Personal property with a value greater than \$250 must be sold at a public auction. A notice of such auction must be published at least 10 days prior to the date of auction.

Procuring Services or Personal Property. Idaho Code 67-2806 allows items with a value of \$25,000 or less to be purchased on the open market. Items with a value of \$25,000-\$50,000 may be purchased after a semi-formal procurement process involving the written solicitation of bids from three vendors. The County is not obligated to accept bids submitted by vendors other than those solicited. Items or services valued in excess of \$50,000 can only be purchased after a formal competitive sealed bid process.

However, in order to guarantee the best value for taxpayers, it is Teton County's policy to follow the semi-formal procurement process for the purchase of any item valued in excess of \$5,000, unless the process is modified by a vote of the Board for a specific purchase, prior to the purchase.

Idaho Code 67-2807(1) allows the County to enter into Joint Purchasing agreements (to "piggyback") with the State of Idaho or other political subdivisions.

Procuring Construction Professionals. Architects, engineers, landscape architects, surveyors, and construction managers must be selected based upon qualifications (Idaho Code 67-2320). If fees will total less than \$25,000 the county can use a selection process based on criteria determined by the County. If fees will total over \$25,000, the county must use a formal publication process and selection criteria from Idaho Code 67-2320(2). A construction professional's fee schedule may be requested, but may not be used as a selection criteria. The county may retain the same construction professional for subsequent phases of a project without re-doing the quality based selection process. Construction professionals must possess the appropriate, current license.

Licensed Public Works Contractors. Idaho Code 67-2805 requires the County to hire a licensed public works contractor for any project with a total value greater than \$10,000. This means that if a specific project costs \$10,001 and involves multiple sub-contractors (such as a plumber, electrician and carpenter) every sub-contractor must be a licensed public works contractor.

If there are no licensed public works contractors willing to perform work with a value less than \$50,000, IC 67-2805 provides an alternative procedure.

Public Works Construction Projects. Idaho Code 67-2805 allows public works projects costing less than to \$10,000 to be purchased based on the county's best interest as determined by the Board. Projects greater than \$10,000 but less than \$25,000 may be purchased from a licensed public works contractor based on the county's best interest as determined by the Board. Projects with a value of \$25,000-\$100,000 can be contracted after conducting a semi-formal procurement process involving the written solicitation of bids from three licensed public works contractors. The County is not obligated to accept bids submitted by contractors other than those solicited. The lowest responsive bid must be accepted. Projects valued in excess of \$100,000 require a formal competitive sealed bid process. The lowest responsive bid must be accepted.

All construction or repair of public buildings requires written plans and specifications (Idaho Code 67-2309).

However, in order to guarantee the best value for taxpayers, it is Teton County's policy to follow the semi-formal procurement process for the purchase of any construction valued in excess of \$5,000.

The Teton County Engineer must supervise all public works construction procurement activities, even those undertaken by a Board or Committee appointed by the County Commissioners. For projects requiring a formal competitive sealed bid, the County Engineer will determine whether the County's best interests will be served by pre-qualifying bidders as allowed by state statute.

Dawn Felchle

From: Katie Salsbury <Katie@intermountainaquatics.com>
Sent: Thursday, October 09, 2014 1:26 PM
To: Dawn Felchle
Subject: Fair Board Members
Attachments: Fair Bd Contact 10-9-14.docx

Dawn,

The fair board voted last night to recommend Kendall Jolley to serve the remaining year in JR Woods term. Please pass this recommendation along to the commissioners. Attached is an updated contact list. We are still trying to fill Morgan Piquet's position.

Katie

ASSURANCE OF COVERAGE AGREEMENT WITH COUNTY SHERIFF

This Agreement made and entered into this ____ day of _____, 2014, by and between Teton County Idaho, a political subdivision of the State of Idaho, hereinafter referred to as "County", and the City of Driggs, a municipal corporation of the State of Idaho, hereinafter referred to as "City."

RECITALS

WHEREAS the County maintains a law enforcement department in the Teton County Sheriff's Office, which is comprised of the Sheriff and his/her deputies and all requisite equipment and facilities necessary to the proper and established policing of the County in accordance with Idaho Statutes; and,

WHEREAS, the City has no police department or equipment and desires to keep its law enforcement expenses at a minimum; and,

WHEREAS, the City desires to provide its citizens with additional police protection coverage and law enforcement services beyond those nominally guaranteed under Idaho Statutes;

NOW THEREFOR, in consideration of the mutual covenants and promises contained herein, the Parties agree to the following terms:

1. **Police Services.** The County Sheriff's Office shall assume exclusive responsibility for protection and law enforcement within the corporate boundaries of the City of Driggs, in combination with its statutory duty to police the entire County. Final oversight of all police and law enforcement activity undertaken within the corporate limits of the City lies with the Mayor of the City except those administrative operations and duties occurring at the facilities of the County which reside within the City, which are not related to law enforcement activity within the City.
2. **Assurance of additional coverage.**
 - a. **Assurance of hours.** The Sheriff's Office shall provide to the City a minimum of 40 dedicated hours of active police patrol and enforcement services each week within the corporate boundaries of the City. These services shall include, but not be limited to, police patrol, traffic control, etc., and other enforcement as may be directed by the Mayor.
 - b. **Security checks.** Inclusive within the aforementioned hours the Sheriff's Office shall conduct periodic security checks of specific City infrastructure and facilities. This shall include, but not be limited to the following: City Airport, Wastewater Treatment Plant, City Shop and Public Works Yard, City Parks, City Building and Plaza, Visitor's Center, City Parking Lots, and City Water Facilities.
 - c. **Enforcement of City ordinances.** The Sheriff's Office shall enforce the misdemeanor ordinances of the City as requested by the Mayor, as well as general criminal and traffic law enforcement. Violations which would constitute violations of either state law or ordinances of the City shall be brought as violations of state laws and all such violations shall be brought before the county magistrates.
3. **Consideration.** The City agrees to pay the County an annual sum of fifty-seven thousand US Dollars (\$57,000) in consideration for the guarantee of hours and services

ASSURANCE OF COVERAGE AGREEMENT WITH COUNTY SHERIFF

heretofore set forth. Said sum is to be paid in quarterly installments following the regular submittal of a report from the Sheriff on the police activity in the preceding quarter.

4. **Administration.** Copies of all ordinances of the City which it desires to have enforced shall be provided by the Mayor of the City to the Sheriff's office.
5. **Reporting.** Quarterly reports detailing numbers of calls for service, violations of municipal ordinances, incidents handled, and security checks within the City shall be submitted to the Mayor. Additionally, the Sheriff or his designee shall report to the City Council on a quarterly basis to answer any questions regarding law enforcement in the city.
6. **Term and Renewal.** This Agreement shall continue in full force and effect for a period of one (1) year, commencing on the 1st day of October, 2014, and continuing through the 30th day of September, 2015. This Agreement shall automatically renew for successive annual periods, unless terminated by either party giving thirty (30) days' notice. If either party wishes to modify the terms of the contract, it must give the other party thirty (30) days written notice of the intent to modify prior to the anniversary date. If either party wishes to modify the consideration to be paid for said law enforcement services at the time of renewal, it must give such notice by July 1st so said modification can be part of the budgeting process, unless modification is done by mutual consent of the parties at any time.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed on the _____ day _____, 2014, pursuant to the resolution duly passed by the respective governing bodies.

For TETON COUNTY

By: _____ ATTEST: _____
Kelly Park, Chairman Mary Lou Hansen, County Clerk
Board of County Commissioners

By: _____
Tony Liford, Sheriff

For CITY OF DRIGGS

By: _____ ATTEST: _____
Hyrum Johnson, Mayor Kreslyn Schuehler, City Clerk



Teton County, Idaho Resolution No. 2014-1014D

WHEREAS, Idaho Code §31-808 controls the sale of County property by the board of county commissioners;

WHEREAS, according to Idaho Code §31-808(9) a board of county commissioners may at their discretion, sell to another taxing district of the State of Idaho, any real or personal property owned by the county after adoption of a resolution by the board of county commissioners that the sale of property is in the public interest;

WHEREAS, the following real property is owned by the County: 911 North Highway 33, Driggs, Idaho, more particularly described as follows:

Township 5 North, Range 45 East, Boise Meridian, Teton County, Idaho:

Section 26: Beginning at a point that is 50 feet East and 258.4 feet south of the N1/4 corner of Section 26, that point being the Point of Beginning; thence running East 86.35 feet; thence South 200 feet; thence West 86.35 feet; thence North 200 feet, to the Point of Beginning.

(hereafter “the subject property”);

WHEREAS, the Teton County Fire Protection District is desirous of purchasing the subject property;

NOW THEREFORE, BE IT RESOLVED by the Teton County, Idaho, Board of County Commissioners:

That the sale of the subject property to the Teton County Fire Protection District for \$198,000.00 coupled with a purchase option to buy the property back and a right of first refusal is in the public interest.

DATED this ____th day of October, 2014.

BOARD OF COUNTY COMMISSIONERS

ATTEST:

Kelly Park

Mary Lou Hansen, Clerk

AGREEMENT OF PURCHASE AND SALE

This Agreement of Purchase and Sale is entered into on the ____ day of October, 2014 (the "Agreement Date") between Teton County, Idaho (the "Seller") and the Teton County Fire Protection District (the "Purchaser") for the purchase and sale of Seller's improved real property (the "Property") situated in Teton County, State of Idaho commonly known as: 911 North Highway 33, Driggs, Idaho and more particularly described as follows:

Township 5 North, Range 45 East, Boise Meridian, Teton County, Idaho:

Section 26: Beginning at a point that is 50 feet East and 258.4 feet south of the N1/4 corner of Section 26, that point being the Point of Beginning; thence running East 86.35 feet; thence South 200 feet; thence West 86.35 feet; thence North 200 feet, to the Point of Beginning.

This Agreement is made according to the following terms and conditions:

1. **Purchase Price and Payment.** The total purchase price for the Property shall be One Hundred Ninety Eight Thousand Dollars (\$198,000.00) payable in cash or other good United States funds as follows: The Purchaser shall pay the sum of One Hundred Ninety Eight Thousand Dollars (\$198,000.00) in cash, cashier's check or certified check or other good United States funds at closing.
2. **Closing and Possession.** Unless otherwise agreed by the parties in writing, closing of the purchase shall occur on or before October ____, 2014 at noon Mountain Time, at the Title Company. Unless otherwise provided herein, possession shall be delivered to Purchaser by Seller at closing.
3. **Purchase Option and Right of First Refusal.** At closing, any deed or written conveyance of the Property shall be executed in conjunction with the attached Purchase Option and Right of First Refusal (Attachment "A"). The Purchase Option and Right of First Refusal shall be binding on and inure to the benefit of each party hereto and their respective successors, assigns and personal representatives, and shall survive the closing of the transactions contemplated hereby and the delivery of instruments hereunder.
4. **Closing Costs and Fees.** Purchaser shall pay the following at closing: fees charged by the closing agent; any inspection or due diligence costs; all prepaid tax, insurance or similar expenses required to be paid in advance or escrowed by a lender.
5. **Proration of Taxes and Fees.** All general and real estate taxes for the year of closing based on the most recent assessment, personal property taxes, prepaid rents, water rents, sewer rents, homeowners' and condominium association fees, dues or assessments, mortgage insurance premiums and interest or encumbrances, if any and if applicable, shall be apportioned through date of closing.

6. **Title.** Title shall be conveyed by quitclaim deed at closing, including a release and waiver of all homestead rights, if any, from Seller to Purchaser or their designee. In the absence of written instructions, delivered to the Title Company at least three (3) days before closing, the title shall be conveyed to the Purchaser whose name appears in this Agreement.

a. In the event that Purchaser designates conveyance of title to a third party or entity, it shall be Purchaser's responsibility to provide the Title Company with all necessary documents and information relating to such designee or entity sufficiently far in advance as not to delay closing.

b. Title conveyed to Purchaser shall be subject to all planning, building and zoning regulations and laws of the city, county and state, and to all easements, rights, covenants and restrictions of record and to such other exceptions as may be identified in the title insurance commitment referred to below that are acceptable to Purchaser pursuant to the Title Insurance paragraph below, but in any event shall not include those "standard" title exceptions numbered 1 (rights or claims of parties in possession not shown by the public records), 2 (easements, or claims of easements, not shown by the public records), 3 (discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records) and 4 (any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records). The cost, if any, to remove such standard exceptions shall be an expense of the Seller.

7. **Inspections.** Purchaser may obtain, at no expense to Seller, electrical, mechanical, structural, environmental and/or other inspections of the Property by Purchaser or a qualified professional inspector and/or engineers. Purchaser and/or its designee shall have the right to make any inspection of the physical condition of the Property at reasonable times without advance notice to Seller.

If, at any time, any of Purchaser's inspections reveals any condition on the Property that is unacceptable to Purchaser, in Purchaser's sole discretion, this Agreement shall be terminated upon written notice to Seller of the existence of such unacceptable condition and of Purchaser's intention to terminate this Agreement. At such time, Purchaser's earnest money deposit shall be immediately returned in full to Purchaser.

Unless Seller receives written notice signed by Purchaser on or before the seventh (7th) day after the Agreement Date at 5:00 p.m. (Mountain Time), of any defects identified by Purchaser, or Purchaser's inspectors or engineers, that Purchaser is requesting to be repaired, the physical condition of the Property shall be deemed to be satisfactory to Purchaser.

Following Seller's receipt of notice of any defects, the parties shall reach agreement within five (5) days regarding the repairs to be made and the party or parties responsible for the payment of the cost of such repairs. If the parties are unable to agree upon the payment of such costs for all noticed repairs within the time frame set forth above, this Agreement shall be

AGREEMENT of PURCHASE AND SALE

voidable at the option of the Purchaser upon written notice to Seller, at which time Purchaser's earnest money deposit shall be immediately returned in full to Purchaser.

8. **Broker.** Purchaser and Seller, separately represent and warrant to each other that neither of them has entered into any Agreement, understanding or agreement with any broker, agent, "finder", or other person, who is or may be entitled to claim a commission, payment, or other entitlement in connection with this transaction. Each party agrees to fully indemnify and hold harmless the other from all losses, damages, costs or expenses, including attorney's fees, with regard to any claims asserted by any third party in contravention of the warranties in this paragraph.

9. **Attorney's Fees.** If any party hereto shall obtain legal counsel or bring an action against the other by reason of the breach of any term or condition hereof or otherwise arising out of this agreement, the unsuccessful party shall pay to the prevailing party reasonable attorney's fees, which shall be payable whether or not suit is filed or is prosecuted to judgment. The term "prevailing party" shall include, without limitation, a party who obtains legal counsel or brings an action against the other by reason of the other's breach or default and obtains substantially the relief sought, whether by compromise, settlement or judgment. This provision shall not limit any other remedies to which the parties may otherwise be entitled.

10. **Miscellaneous.** In this instrument, unless the context otherwise requires, words in the singular number include the plural and the plural include the singular, and words of the masculine gender include the feminine.

11. **Multiple and Fax Counterparts.** This agreement may be signed in multiple counterparts, each of which shall be an original and all of which together shall constitute one and the same agreement. A Telefax counterpart hereof executed by a party shall have the same force and effect as an original counterpart signed by such party. A person's signature upon this agreement acknowledges receipt of a signed copy at the time of signing.

12. **Signature Authority.** The individuals signing this agreement on behalf of a party who is a spouse, corporation, partnership, limited liability company, trust, principal (if signed by an agent) or other entity, hereby represent and warrant that they are duly authorized to do so on behalf of such person or entity in order to make this agreement a binding obligation of the person or entity.

19. **Construction.** This Agreement shall not be construed against the party preparing it, but shall be construed as if both parties prepared this agreement.

13. **No Other Agreements.** All negotiations are merged in this agreement. All representations made by the Seller (or its agent, if any) in the negotiations relating to this sale have been incorporated herein, and there are no oral agreements or representations between Seller and Purchaser to modify the terms hereof. All of the representations, covenants agreements and disclaimers contained herein, to the extent not fully and explicitly merged into

any instruments delivered at the closing, shall not be deemed merged into any such instrument delivered at the closing and shall remain fully enforceable thereafter.

14. **Assignment.** All rights of the Purchaser hereunder are assignable to a nominee or assignee, and upon such assignment, Purchaser shall have no further obligations thereunder.

15. **Waiver.** Any term or condition of this Agreement may be waived in writing at any time by the party entitled to the benefit thereof, and any term or condition may be modified at any time by an agreement in writing executed by the parties hereto.

16. **Governing Law.** This Agreement shall be governed by the laws of the State of Idaho. The venue for any action brought hereunder shall be in the District Court of Teton County, State of Idaho.

17. **Notices.** Any notice given by this Agreement shall be in writing and shall either be personally delivered or sent by certified mail, postage prepaid, return receipt requested, and shall be deemed given when either personally delivered or deposited in the United States mail, as specified above, addressed as follows:

If to Seller:
Teton County Courthouse
150 Courthouse Drive
Driggs, Idaho 83422

If to Purchaser:
Attention: Fire Chief
P.O. Box 474
Driggs, ID 83422

or at such other place or places as may be designated by any of the parties from time to time in writing and given to the other parties at the parties' last stated address.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the Agreement Date.

<p>Teton County Fire Protection District:</p> <p>By: _____ Chair of Board of Commissioners</p>	<p>Teton County, Idaho:</p> <p>By: _____ Kelly Park, Chair of BOCC</p>
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**PURCHASE OPTION AND
RIGHT OF FIRST REFUSAL AGREEMENT**

THIS PURCHASE OPTION and RIGHT OF FIRST REFUSAL AGREEMENT is made and entered into effective this __ day of October, 2014, by and between the Teton County Fire Protection District (the "Optionor"), and Teton County, Idaho (the "Optionee").

A. Recitals

In conjunction with this Agreement, Optionee has sold to Optionor, and Optionor has purchased from Optionee, certain of Optionee's real property located in Teton County, Idaho (the "Property"). Optionors have agreed to grant and convey to Optionees a Purchase Option and Right of First Refusal to purchase back the Property. The parties have executed this instrument in order to set forth the terms and conditions of their agreement regarding the Optionee's purchase option and right of first refusal to purchase the property back from Optionor as described hereafter.

B. Description of First Refusal Property

The property owned by Optionor as of the date hereof, which Optionor is granting Optionee a Purchase Option and Right of First Refusal to purchase upon the terms and conditions set forth hereafter, is known as 911 North Highway 33, Driggs, Idaho and is more particularly described as follows (the "Property"):

Township 5 North, Range 45 East, Boise Meridian, Teton County,
Idaho:
Section 26: Beginning at a point that is 50 feet East and 258.4 feet
south of the N1/4 corner of Section 26, that point being the Point of
Beginning; thence running East 86.35 feet; thence South 200 feet;
thence West 86.35 feet; thence North 200 feet, to the Point of
Beginning.

C. Purchase Option

For ten dollars (\$10.00) and other good and valuable consideration, and in consideration of the 2014 sale to Optionor of the Property which is the subject matter of this Agreement, the receipt and sufficiency of such consideration being hereby acknowledged, Optionor hereby grants and conveys to the Optionee the absolute, unconditional right to purchase the Property back from Optionor.

1. Purchase Option Price. Optionee may purchase the property from Optionor for One Hundred Ninety Eight Thousand Dollars (\$198,000.00) plus two percent (2%) simple interest calculated from November 1, 2014 to closing.

2. Term of Purchase Option. In the event written notice of intent to exercise option is not given to the Optionor on or before December 31, 2018, said option shall thereupon

wholly cease. During this term Optionor may not offer the Property for sale or sell the property to any third party.

3. Title. Upon exercise of this purchase option agreement by the Optionee, the Optionor agrees to furnish title insurance showing good and marketable title to said real estate and to convey said property to the Optionee by good and sufficient warranty deed, free and clear of all liens and encumbrances.

4. During the life of this Agreement Optionor shall maintain the Property, including the improvements and personal property, in a state of good repair and condition. Optionee shall have the right to inspect the Property at reasonable times, until this Agreement is terminated.

D. Right of First Refusal

For Ten Dollars (\$10.00) and other good and valuable consideration, and in consideration of the 2014 sale to Optionor of the Property which is the subject matter of this Agreement, the receipt and sufficiency of such consideration being hereby acknowledged, Optionor does hereby grant and convey to Optionee a Right of First Refusal to purchase the Property in the event the same is offered for sale by Optionor in response to a bona fide offer during the term of this Agreement, on the terms and conditions set forth hereafter. In the event the Property is acquired by Optionee in accordance with the terms of this Agreement it shall be transferred and conveyed by Optionor by a warranty deed, and title shall be free and clear of all liens and encumbrances. At Optionor's expense, Optionor shall provide Optionee with title insurance, insuring Optionor's title as insurable.

1. Term of Right of First Refusal. The Right of First Refusal granted by Optionor to Optionee herein shall run from the expiration of the purchase option described in Paragraph "C" above and continue for a period of ten (10) years (until December 31, 2028), unless such Right of First Refusal sooner terminates with respect to the Property as a result of a purchase of all or any part of the Property as the case may be by a third party after Optionee fail to exercise Optionee's First Refusal rights as granted hereunder with regard thereto.
2. Notice of Election to Sell. In the event that Optionor, during the term hereof, receives a bona fide offer for the purchase of part or all of the First Refusal Property which Optionor desire to accept, Optionor shall give Optionee written notice of such offer which notice shall identify the purchase price and terms and conditions of such offer. Optionee shall have thirty (30) days after receipt of notice of such offer within which to exercise Optionee's Right of First Refusal. Optionee shall exercise Optionee's Right of First Refusal by notifying Optionor in writing that Optionee has elected to exercise Optionee's Right of First Refusal, and to purchase all of the First Refusal Property offered for sale in accordance with the purchase price and on the sale terms and conditions set forth in the Optionor's notice. In the event that Optionee elects to exercise Optionee's Right of First Refusal, and so notifies Optionor as set forth above, the closing of the purchase of such portion of the First Refusal Property offered for sale shall be completed within ninety (90) days after Optionee has notified Optionor of Optionee's election to

purchase such portion of the First Refusal Property, unless the parties otherwise agree in writing. In the event that Optionee either fails to notify Optionor of Optionee's election to exercise Optionee's Right of First Refusal with regard to any offered portion of the First Refusal Property within the time specified above, or Optionee fails to close the purchase within the time specified above, through no fault of Optionor, unless such period is extended by written agreement of Optionor and Optionee, Optionor shall be entitled to sell that portion of the First Refusal Property involved in the offer to the party making the offer free and clear of any obligation to Optionee. In such event, any and all rights of Optionee to purchase such portion of the First Refusal Property sold shall terminate.

E. Miscellaneous

1. Notice. Any notice required or authorized to be given hereunder shall be deemed to have been given when deposited in the United States mail, certified mail, postage prepaid, and addressed as follows:

<u>Optionor:</u> Attention: Fire Chief P.O. Box 474 Driggs, ID 83422	<u>Optionee:</u> Teton County Courthouse 150 Courthouse Drive Driggs, Idaho 83422
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2. Agreement Runs with the Land. This Agreement is a covenant that runs with the land and shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors and assigns of all the parties hereto.
3. Construction. This Agreement shall be construed according to the laws of the State of Idaho.
4. Binding Effect. This Agreement shall be binding upon the parties hereto and their respective successors, heirs and assigns.
5. Attorney's Fees. If any party hereto shall obtain legal counsel or bring an action against the other by reason of the breach of any term or condition hereof or otherwise arising out of this agreement, the unsuccessful party shall pay to the prevailing party reasonable attorney's fees, which shall be payable whether or not suit is filed or is prosecuted to judgment. The term "prevailing party" shall include, without limitation, a party who obtains legal counsel or brings an action against the other by reason of the other's breach or default and obtains substantially the relief sought, whether by compromise, settlement or judgment. This provision shall not limit any other remedies to which the parties may otherwise be entitled.
6. Signature Authority. The individuals signing this agreement on behalf of a party who is a corporation, partnership, limited liability company, trust, principal (if signed by an agent) or other entity, hereby represent and warrant that they are duly authorized to do so on behalf of such person or entity in order to make this agreement a binding obligation of the person or entity.

IN WITNESS WHEREOF, the parties have executed this agreement on the ___ day of October, 2014.

<p>Teton County Fire Protection District:</p> <p>By: _____ Chair of Board of Fire Commissioners</p>	<p>Teton County, Idaho:</p> <p>By: _____ Kelly Park, Chair of BOCC</p>
---	--

ACKNOWLEDGEMENT

STATE OF IDAHO)
: ss.
County of Teton)

On the ___ day of _____, 2014, before me, a Notary Public, personally appeared _____, personally known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Notary Public for the State of _____
Residing at:
My Commission Expires:

STATE OF IDAHO)
: ss.
County of Teton)

On the ___ day of _____, 2014, before me, a Notary Public, personally appeared _____ and _____, personally known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Notary Public for the State of _____
Residing at:
My Commission Expires:

MEMO

Date: October 9, 2014

From: Dawn Felchle, Assistant

To: County Commissioners

Commissioners – I have been in contact with our local FSA office and based upon the Disaster Declaration in neighboring counties, Teton County farmers are eligible for low interest loans by being contiguous to one or more of these other counties that have a “primary” declaration. There is no loan rate difference between a primary farmer and a farmer in a contiguous county. As an eligible county, farmers in Teton have 8 months from the Disaster Declaration to apply for a low interest loan.

WHY WOULD TETON DECLARE ITS OWN DISASTER?

1. Starts a later clock date for loan application.

The Board can submit a request with an estimate of harvest loss.

See attached News FSA News Release



Idaho State Office
Aaron Johnson, Acting SED
9173 West Barnes Drive, Ste B
Boise, Idaho 83709
Contact: candy.moore@id.usda.gov

News Release

USDA Designates Eight Counties in Idaho as Primary Natural Disaster Areas

BOISE, IDAHO – October 2, 2014 – Aaron Johnson, Acting State Executive Director for the USDA Farm Service Agency (FSA) in Idaho, announced today that the U.S. Department of Agriculture (USDA) has designated eight counties in Idaho as primary natural disaster areas due to losses and damages caused by excessive rain, flash flooding and hail that occurred from July 25, 2014, through Sept. 1, 2014. Those counties are:

Bingham	Bonneville	Clark	Minidoka
Blaine	Cassia	Jefferson	Power

Agriculture Secretary Tom Vilsack said, "President Obama and I are committed to ensuring that agriculture remains a bright spot in our nation's economy by sustaining the successes of America's farmers, ranchers, and rural communities through these difficult times. We're also telling Idaho producers that USDA stands with you and your communities when severe weather and natural disasters threaten to disrupt your livelihood."

Farmers and ranchers in the following counties in **Idaho** also qualify for natural disaster assistance because their counties are contiguous. Those counties are:

Bannock	Camas	Custer	Fremont	Lemhi	Madison	Teton
Butte	Caribou	Elmore	Jerome	Lincoln	Oneida	Twin Falls

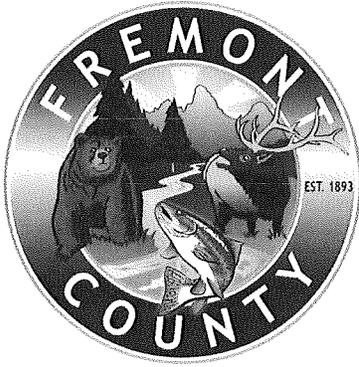
In order to receive an agricultural disaster designation FSA County Executive Directors meet with local leaders to assess damages to crops and submit a report to the FSA State Executive Director (SED). After meeting with the state emergency board the SED sends a recommendation of approval to Secretary Vilsack.

In September, Mr. Johnson submitted requests for three other counties with the following results: On September 3, 2014, Jerome and Twin Falls counties received designations due to excessive rain that occurred Aug. 3-7, 2014 and Clearwater County was designated due to high winds and hail that occurred Aug. 14, 2014. This qualified Idaho counties contiguous to these three primary counties as well as those counties in neighboring states that border a county with a primary designation. You can view a map that shows all counties in Idaho that have current disaster designations at www.fsa.usda.gov/id.

Farmers in eligible counties have eight months from the date of the declaration to apply for loans to help cover part of their actual losses. FSA will consider each loan application on its own merits, taking into account the extent of losses, security available and repayment ability. FSA has a variety of programs, in addition to the EM loan program, to help eligible farmers recover from adversity.

"During 2014 Idaho has had disaster declarations for everything from drought to hail and too much moisture," said Johnson. "We want producers to know that FSA is doing all they can to help Idaho's farmers and ranchers when these natural disasters impact their operations."

Additional programs available to assist farmers and ranchers include the Emergency Conservation Program, The Livestock Forage Disaster Program, the Livestock Indemnity Program, the Emergency Assistance for Livestock, Honeybees, and Farm-Raised Fish Program, and the Tree Assistance Program. Interested farmers may contact their local USDA Service Centers for further information on eligibility requirements and application procedures for these and other programs. Additional information is also available online at <http://disaster.fsa.usda.gov>.



**Fremont County
Commission**

151 West 1st North
St. Anthony, ID 83445
LeRoy Miller, Chairman
Jordon Stoddard
Bill Baxter

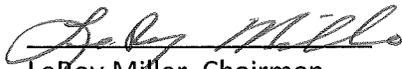
September 29, 2014

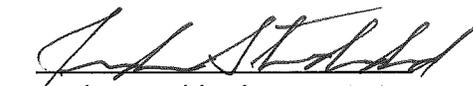
Board of County Commissioners
Teton County, Idaho
150 Courthouse Drive
Driggs, ID 83422

RE: Creation of National Monument

As Fremont County Commissioners, we would like your support in opposing the designation of a National Monument in Fremont County by writing a letter of support for Fremont County Resolution 2014-10 which strongly urges the President to refrain from using his powers under the Antiquities Act to establish a National Monument in the Island Park area.

Sincerely,


LeRoy Miller, Chairman


Jordon Stoddard, Commissioner


Bill Baxter, Commissioner

RESOLUTION NO. 2014- 10

WHEREAS, the Island Park area of Southeast Idaho has been suggested as a potential National Monument that could be established under the provisions of the Antiquities Act, and

WHEREAS, this suggestion has been made without the use of any locally collaborative process, and

WHEREAS, the Idaho Roadless Rule specifically prescribes protective management under the "Wildland/Recreation" theme, and

WHEREAS, utilization of the Antiquities Act would overturn the agreement reached in the formulation of the Idaho Roadless Rule with no effort to reach consensus through collaboration,

THEREFORE, BE IT RESOLVED BY THE FREMONT COUNTY BOARD OF COMMISSIONERS:

that Fremont County strongly urges the President to refrain from using his powers under the Antiquities Act to establish a National Monument in the Island Park area, or anywhere else that would overturn the provisions of the Idaho Roadless Rule.

BE IT FURTHER RESOLVED:

that any and all efforts to reach decisions regarding lands of Idaho administered by federal agencies be made by local collaboration, rather than by unilateral administrative processes that exclude the residents of Idaho's counties.

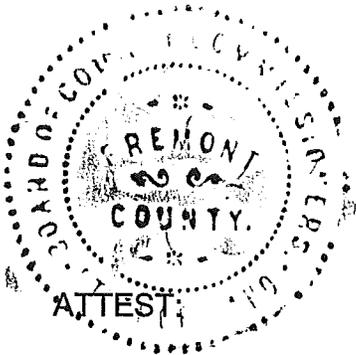
This resolution shall be in full force and effect immediately upon its passage.

PASSED THIS 7th DAY OF APRIL, 2014, BY THE BOARD OF COUNTY COMMISSIONERS OF FREMONT COUNTY, IDAHO.

BOARD OF COUNTY COMMISSIONERS
FREMONT COUNTY, IDAHO

Lee Miller

LEE MILLER, CHAIRMAN



Abbie Mace

ABBIE MACE, COUNTY CLERK

548322
8:10 Day Apr 20 14
10:23 O'Clock AM
ABBIE MACE
FREMONT CO RECORDER
Deputy
Abbie Mace
Clerk Abbie Mace