Teton County Idaho - Commissioners Meeting Agenda
MONDAY, September 23, 2012
LOCATION: 150 Courthouse Drive, Driggs, ID 83422 *(208-354-8775)*

Individuals addressing the Board will approach the podium and state their name for the record.
If you have handouts, please provide the Clerk or staff with that document in advance for copying.
***** PLEASE SILENCE ALL CELL PHONES *****

9:00 AM **Meeting Called to Order** – Commissioner Sid Kunz
Pledge of Allegiance & amendments to agenda if any.

"Open Mic" – Public Q & A
(If no one volunteers to speak, the Board will conduct Administrative Business)

9:30 **Teton Valley Business Development Center (TVBDC)** – Roger Brink
1. Idaho Department of Commerce MOU

9:45 **DEPARTMENT BUSINESS**
Planning & Building – Staff
1. Planning & Building Application Approval(s), *if necessary*

Public Works – Jay Mazalewski, Engineer
1. Forsgren Engineering – Landfill Cap Update
2. Present & Award Bids
   a. *Metal Salvage*
   b. *Wood Chipping Services*
   c. *S2000W/Smith Canyon Road Tree & Brush Clearing*
3. LEC Construction Update – Tom Davis

Administrative Business *will be dealt with as time permits*
- Approve Available Minutes
- Discuss Correspondence & Sign Documents
  1. ICRMP 2014 Declination of Terrorism Coverage
  2. FY2014 Contract – Computer Arts, Inc.
- Other Business
  1. Resolution 2013-0923 Budget Transfers for 4th quarter FY 2013
  2. Discuss Agenda for Oct.21 Joint Meeting w/WY Commission
- Committee Reports
- Claims

Executive Session per IC § 67-2345 (1)(d) indigent.

11:15 Extension Agent – Ben Eborn
1. Request to Carryover Staff PTO Time
2. Increase TC Noxious Weed List (+6)

11:30 **Teton County Fair Board** – Harley Wilcox & Jason Letham
1. Present & Award Bids for Arena Project
   a) *Materials*
   b) *Construction*

Adjourn

Any person needing special accommodations to participate in the above noticed meeting should contact the Board of County Commissioners' office 2 business days prior to the meeting at 208-354-8775.

BOCC Minutes 4-22-2013

RURAL ECONOMIC DEVELOPMENT GRANT REQUEST - TVBDC chairman Bob Foster requested county participation in the TVBDC's 2013 -2014 Rural Economic Development Professional Program Grant being submitted to the Idaho Department of Commerce (Attachment #11). He said the grant runs on a three year cycle and requires a $12,000 local match each year. He asked if the county would act as the program sponsor and requested a letter of commitment for $10,000 match, which is already allocated within the FY 2013 budget. This money would only be used for salary and benefits for an Economic Development Professional if the grant was awarded.

Commission Rinaldi said the county can only commit one year at a time and suggested edits to reflect that a county representative would serve on the Board. She asked if TVBDC had asked other businesses to provide matching funds since they provided the entire match for the previous grant request. Mr. Foster said local businesses have been approached, but there is not as much interest this time around.

MOTION. Commissioner Rinaldi made a motion to allocate $10,000 with a stipulation that the MOU with the State must also be signed with Teton County, as well as the Cities of Driggs, Victor and Tetonia. The County would then contract with the Teton Valley Business Development Center which would incorporate similar language as the MOU for reimbursement of the fiends if TVBDC is unable to meet the terms of the grant. Motion seconded by Chairman Park and carried unanimously.

BOCC 7-22-2013

Commissioner Kunz talked with Bob Foster of the Teton Valley Business Development Center and learned the county has been awarded a $20,000 Jobs Accelerator Grant. The county's FY 2014 budget includes $10,000 match for that grant.

BOCC Minutes of 8-12-2013

ECONOMIC DEVELOPMENT GRANT - Teton County has been awarded a $20,000 grant from the Rural Idaho Economic Development Professional program (Attachment #16). This grant requires $26,500 in cash matching funds, with $10,000 committed from Teton County; $5,000 from Driggs; $2,500 from Victor; and $500 from Tetonia. TVBDC needs to determine source for additional $8,500 and include appropriate language in their contract. In order to receive grant funds, a Memorandum of Understanding must be signed with the Idaho Department of Commerce by Oct. 15. The grant was submitted by the Teton Valley Business Development Center (TVBDC) after obtaining approval by the Board on April 22, 2013.

The Board's April 22 decision committed county matching funds contingent upon the Memorandum of Understanding with the State also being signed by the cities of Driggs, Victor and Tetonia. The motion stated that the county would then contract with TVBDC to administer the grant.

TVBDC Chairman Roger Brink was present to discuss that proposed contract, which Prosecutor Spitzer will write. The Board clarified that the county's only involvement would be to act as the fiscal agent in order to receive grant funds and matching funds and then make a single monthly payment to TVBDC. TVBDC will use the monthly payments to hire an economic development professional. TVBDC will provide the supervision necessary to insure that the person hired meets the performance goals outlined in Attachment A of the MOU with the state. Those performance goals will be determined by TVBDC.

IDAHO COMMERCE

C.L. "Butch" Otter, Governor
Jeffery Sayer, Director

July 30, 2013

Honorable Kelly Park, Commissioner
Teton County
150 Courthouse Drive
Driggs, ID 83422

Dear Commissioner Park,

Congratulations!

Teton County has been chosen to receive funding for the Rural Idaho Economic Development Professional program in the dollar amount of $20,000.

The enclosed Memorandum of Understanding (MOU) sets forth the program details. We would particularly like to draw your attention to Section 6 Performance where we would like you, the Grantee, to establish a set of performance goals and articulate them in attachment A of the MOU. It is our intention to allow each program to set these goals based upon their individual situation paralleling the Rural Idaho Economic Development monthly reporting format. The department reserves the right to establish additional performance requirements. We would be happy to facilitate a goal setting session if this would assist in your efforts.

Along with numeric measurements, we further expect each program to set goals that reflect the requirements outlined in Attachment B Sustainability, for professional development and program sustainability. These are vital elements of any successful economic development program. Again, we would be willing to collaborate on meeting these development goals.

Both the above program requirements will need to be completed by October 15, 2013. Failure to do so will result in withheld funding for the second half of fiscal year 2014 (January 1 to June 30, 2014).

Please sign and date the MOU and return by October 15, 2013 to:

Christine Jarski
Idaho Department of Commerce
Post Office Box 83720
Boise, Idaho 83720-0093

The vision and direction provided by local boards is what guarantees the success of this program. Please convey our thanks and appreciation for their efforts.
If you have any questions please feel free to contact your area Economic Development Specialist or myself.

Sincerely,

Randy Shroll
Manager, Business Development

cc: Bob Foster

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

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

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

Section 2 Period of Performance – The period of performance will start July 1, 2013 and will terminate June 30, 2014. At its discretion the DEPARTMENT may initiate additional MOU's for 12 month periods beginning July 1, 2014 and July 1, 2015 respectively, based on the availability of funding and satisfactory program performance.

Section 3 Assistance Amount – The amount of assistance awarded under this MOU is **$20,000**. The GRANTEE and their partners agree to provide **$26,500** in cash matching funds as identified in the GRANTEE'S response to the RFP. It is the DEPARTMENT'S expectation that the GRANTEE'S dependence upon state funding will diminish with subsequent MOUs. The DEPARTMENT reserves the right to issue subsequent MOUs with state funding levels below those issued for the period ending June 30, 2014.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

APPROVED:

_____ _____

Jeffery Sayer Director
Idaho Department of Commerce

Date

_____ _____

Chief Elected Official of Program Sponsor

Date

_____ _____

Board Chair

Date

_____ _____

Fiscal Agent

Date

Federal Tax Identification Number _____

For Internal Use of the Department

Reviewed and Approved

Randy Shroll 8-1-13

Randy Shroll
Program Manager
Business & Economic Development

Date

_____ _____

Melonie Bartolome
Financial Manager

Date

Attachment A
Performance

1. Business Recruitment -
2. Business Expansion –
3. Business Retention –
4. Business Start Ups –
5. Professional Development -
6. Gem State Prospector-
7. Other-

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.) –

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

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)-

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)

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)

Note: Sustainability measures will be customized on a program by program basis. The department reserves the right to include additional sustainability requirements in advance of issuing a formal MOU.

ARTICLES OF INCORPORATION

(Non-Profit)

(Instructions on back of application)

The undersigned, in order to form a Non-Profit Corporation under the provisions of Title 30, Chapter 3, Idaho Code, submits the following articles of incorporation to the Secretary of State.

Article 1: The name of the corporation shall be:

Teton Valley Business Development Center, Inc.

Article 2: The purpose for which the corporation is organized is: to promote the common economic interests of the commercial enterprises of the Teton Valley and to engage in all other activities permitted under Section 501(c)(6) of the Internal Revenue Code or the corresponding provision of any future internal revenue law.

Article 3: The street address of the registered office is: 253 South Main Street, Driggs, ID 83422

and the registered agent at such address is: Billie Siddoway

Article 4: The board of directors shall consist of no fewer than three (3) people. The names and addresses of the initial directors are:

Roger Brink, 1 S Main St, Driggs, ID 83422; Brian Gibson,78 N Main St, Driggs, ID 83422;

Nancy McCullough-McCoy, 110 E Little Ave, Driggs, ID 83422;

Wayne Maness, 200 S Main St, Driggs, ID 83422

Article 5: The name(s) and address(es) of the incorporator(s):

Roger Brink, 1 S Main St, Driggs, ID 83422; Brian Gibson,78 N Main St, Driggs, ID 83422;

Nancy McCullough-McCoy, 110 E Little Ave, Driggs, ID 83422;

Wayne Maness, 200 S Main St, Driggs, ID 83422

Article 6: The mailing address of the corporation shall be:

57 South Main Street, Driggs, ID 83422

Article 7: The corporation (☐ does ☑ does not) have voting members.

Article 8: Upon dissolution the assets shall be distributed: for one or more purposes within the meaning of section 501(c)(6) of the Internal Revenue Code or to a state or local government for a public purpose. Any such assets which are not so disposed shall be disposed of exclusively for such purposes by a court of competent jurisdiction in Teton County, Idaho, or distributed to organization(s) determined by the court to be organized and operated exclusively for such purposes.

Customer Acct #:

(if using pre-paid account)

Signatures of all incorporators:

Roger Brink	Roger Brink Typed Name:
Brian Gibson	Brian Gibson Typed Name:
Nancy McCullough-McCoy	Nancy McCullough-McCoy Typed Name:
	Wayne Maness Typed Name:
	Typed Name:

Secretary of State use only

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Revised 07/2002

Web Form

INSTRUCTIONS

Optional: If the document is incorrect where can you be reached for corrections? 208-354-0440

Note: Complete and submit the application in duplicate. If you intend to apply for IRS federal tax exemption as a charitable organization, your articles must contain a purpose clause and a dissolution of assets provision. Valuable information on 501(c)(3) qualification is on the IRS website, www.irs.gov

1. Article 1 - Enter the name of the corporation. Pursuant to Idaho Code § 30-3-27, a corporate name must contain the word corporation, incorporated, company or limited, or an abbreviation thereof, provided however, that if the word "company" or its abbreviation is used it shall not be immediately preceded by the word "and" or by an abbreviation or symbol thereof. A corporate name must be distinguishable upon the records of the Secretary of State from any other formally organized entity, such as corporations, limited liability companies, limited partnerships and limited liability partnerships. It is advised that you contact the Secretary of State to check for name availablity before filing.

2. Article 2 - Enter the purpose for which the corporation is organized.

3. Article 3 - Enter the name and physical address in Idaho of the registered agent of the corporation. This address may not be a PO Box or PMB (personal mail box). A registered agent is the person designated to receive service of process upon litigation.

4. Article 4 - Pursuant to Idaho Code § 30-3-65, other than a corporation organized for religious purposes, a nonprofit corporation shall consist of no fewer than 3 people. Enter the names and addresses of the initial board of directors.

5. Article 5 - Enter the name(s) and address(es) of at least 1 incorporator.

6. Article 6 - Enter the mailing address that you would like future reports mailed to.

7. Will the corporation consist of voting members? Mark the appropriate box.

8. Enter where the assets will be distributed upon dissolution of the corporation.

9. The articles of incorporation must be signed by all of the incorporators listed in article 5. Please identify the name of the signer by typing his/her name opposite the signature.

10. Enclose the appropriate fee:

    a. The application fee is $30.00.
    b. If expedited service is requested, add $20.00 to the filing fee.
    c. If the fees are to be paid from the filing party's pre-paid customer account, conspicuously indicate the customer account number in the cover letter or transmittal document.

    Pursuant to Idaho Code § 67-910(6), the Secretary of State's Office may delete a business entity filing from our database if payment for the filing is not completed.

11. Mail or deliver to:

    Office of the Secretary of State
    450 N 4th Street
    PO Box 83720
    Boise ID 83720-0080
    (208) 334-2301

12. If you have questions or need help, call the Secretary of State's office at (208) 334-2301.

SIDDOWAY LAW OFFICE
P.L.L.C.
P.O. BOX 704
DRIGGS, ID 83422

THE BANK OF COMMERCE
P.O. BOX 787
DRIGGS, ID 83422

1071

9/12/2013

PAY TO THE ORDER OF Idaho Secretary of State $ **30.00

Thirty and 00/100********** DOLLARS

Idaho Secretary of State
P.O. Box 83720
Boise, ID 83720-0080

MEMO
TVBDC - Article of Incorporation

AUTHORIZED SIGNATURE

SECURITY FEATURES INCLUDED. DETAILS ON BACK

⑈001071⑈ ⑆124100417⑆ 1712075339⑈

TETON VALLEY BUSINESS DEVELOPMENT CENTER, INC.

BYLAWS

1. Organization and Purpose.

   1.1 Name. The name of the corporation is Teton Valley Business Development Center, Inc. (the "Corporation")

   1.2 Location. The principal office of the Corporation is located at 57 South Main Street, Driggs, Idaho.

   1.3 Purpose. The purpose of the Corporation is to achieve long term business growth and stability by retaining, strengthening, and expanding businesses in the Teton Valley.

2. Board of Directors.

   2.1 Members. The Board of Directors shall consist of at least nine members but no more than twenty members. The Board of Directors shall consist of at least one representative from each of the following municipalities: Teton County, Tetonia, Driggs, and Victor. At least one-third of the members of the Board of Directors shall be from the Private Sector.

   2.2 Terms. Members of the Board of Directors shall be elected for two year terms. The terms shall be staggered, so that approximately one-half of the board positions are elected each year.

   2.3 Duties. The Board of Directors shall manage and control the business and property of the Corporation. The Board of Directors shall have all powers as specified by law to administer, govern and control the Corporation.

   2.4 Quorum. A simple majority of the Board of Directors shall constitute a quorum for the purpose of transacting business. The quorum shall include either the President or Vice President of the Corporation. If a quorum is not present, any number may adjourn the meeting to a later date.

   2.5 Voting. Each member of the Board of Directors shall be entitled to one vote for each issue to be voted upon at any properly noticed meeting.

   2.6 Appointment of Public Sector Members. The public sector members shall include representatives from the cities of Tetonia, Driggs and Victor, and a representative of Teton County; each of which are appointed by their respective governing bodies every two years.

   2.7 Election of Private Sector Directors. The private sector members shall be elected at the regular meeting which takes place in November of each calendar year. The

President will accept nominations only from members of the Board of Directors. When nominations are closed, the President will conduct an election, by paper ballot. Each member of the Board of Directors may cast one vote for each open seat. The President and Secretary will count the votes. The nominees receiving the most votes on the first ballot will be elected to the fill the open seats. If any issue arises with regard to the election, the President shall immediately appoint an election committee, made up of three members of the Board of Directors, to decide the issue. The President will announce the new members at the November meeting, and the new directors will assume membership on the Board of Directors at the next regular meeting.

2.8 Vacancy. A vacancy occurring on the Board of Directors of a persona appointed by the cities of Tetonia, Driggs, Victor, or Teton County shall be filled by the respective appointing authority for the unexpired term. All other vacancies occurring to the Board of Directors shall be filled by a person elected by a majority vote of the remaining members of the Board of Directors present at the election meeting and shall serve the remaining term of the seat elected.

2.9 Removal. A member of the Board of Directors may be removed from the Board with or without cause by a 2/3 majority of the members of the Board of Directors present at a regular meeting or a special meeting called for such a purpose. If any member of the Board of Directors misses three meetings in any one-year period, that member may be removed from the Board of Directors by a simple majority vote of the members of the Board of Directors present at a regular meeting or a special meeting called for such a purpose.

3. Officers.

3.1 Offices. The officers of the Corporation shall be the President, Vice President, Secretary and Treasurer. Each officer shall be a member of the Board of Directors. Each officer shall serve until qualification and election of a successor.

3.2 Election of Officers. At the regular meeting which takes place in November of each calendar year the Board shall elect officers for each officer position. The President and Vice-President shall always be from Private Sector representation. The Secretary and Treasurer may be elected from either the Private Sector or Public Sector members. Officers elected by the Board of Directors shall take office effective at the next regular meeting and serve one year. The Board Member elected as President may serve as President for no more than 2 consecutive years.

3.3 Duties of the President. The President shall preside at all meetings of the Corporation and the Board of Directors at which he or she may be present; shall perform such other duties as may be prescribed in these Bylaws or assigned to him or her by the Corporation or by the Board of Directors and shall coordinate the work of the Officers and Committees of the Corporation in order that the Corporation purposes may be advanced.

3.4 Duties of the Vice President. The Vice President shall act as an aide to the President; perform the duties of the President in the absence or disability of the President.

3.5 Secretary. The Secretary shall perform such duties as may be delegated to such person, including but not limited to the keeping of minutes for all meetings of the Corporation and Board of Directors.

3.6 Treasurer. The Treasurer shall oversee custody of all of the funds of the Corporation, shall oversee a full and accurate accounting of all receipts and expenditures, as authorized by the Corporation or Board of Directors. The Treasurer shall present a financial statement at every meeting of the Corporation and at other times when requested by the Board of Directors and shall make a full report at the Annual Meeting. The Treasurer shall be responsible for oversight of the maintenance of such books of account and records in conformance with the requirements of the Bylaws. The Treasurer's accounts shall be examined annually by an auditor or an auditing committee of not less than three Board Members..

4. Executive Director.

4.1 The Board of Directors may employ a Business Recruitment and Development Coordinator ("Executive Director"). The Executive Director shall be responsible to the Board for the competent discharge of all duties normally attached to such position. The Executive Director may execute legal documents for the Corporation as authorized by resolution of the Board of Directors

5. Committees.

5.1 The Board of Directors may establish such committees as are necessary or desirable to conduct the business of the Corporation and may appoint members to such committees. The Board of Directors may suspend, disband or deactivate such committees that are no longer deemed necessary or desirable.

6. Meetings.

6.1 Regular Meetings. The Corporation will conduct bi-monthly meetings on the second Wednesday of the months of January, March, May, July, September and November and as otherwise scheduled by the President. The meetings will take place at the principal office of the Corporation or at a place to be determined by the President. Notice of each meeting shall be sent by mail or electronic mail to each member of the Board Directors and to the Executive Director at least five but not more than thirty days before the time appointed for the meeting. The meeting agenda must be posted, pursuant to Idaho Code § 67-2343(4), and sent by electronic mail to each member of the Board of Directors and to the Executive Director at least forty-eight hours prior to the meeting.

6.2 Special Meetings. Special meetings may be called by the Executive Committee. Upon the written or electronic request of at least five members of the Board of

Directors, the President may call a special meeting to consider a specific subject. Notice for a special meeting is to be given in the same manner as a regular meeting. No business other than that specified in the notice of the meeting may be considered or transacted at any special meeting of the Corporation.

6.3 Minutes and Records. The Secretary or a member of the Board of Directors appointed by the Secretary shall record or cause to be recorded, in written or electronic form, the proceedings of any and all meetings of the Corporation. It shall be the responsibility of the Secretary to maintain or cause to be maintained, in a complete, orderly and efficient manner, all records related to the conduct of business by the Corporation.

7. Finance.

7.1 Fiscal Year. The fiscal year of the Corporation shall begin on the first day of July and end on the thirtieth day of June each calendar year.

7.2 Funding. The Corporation shall be funded by program income, grant income, private donation, public donation and other sources in such manner as is determined or approved by the Board of Directors.

8. Amendments.

8.1 These Bylaws may be amended by a simple majority vote of the Board of Directors. Any proposed amendment must be provided to each Director at least fifteen days but not more than sixty days prior to the meeting at which the amendment will be considered.

Adopted this _____ day of _____, 2013 by the Board of Directors of the Corporation.

TETON VALLEY BUSINESS DEVELOPMENT CENTER, INC.

_____

By: Nancy McCullough-McCoy
Its Secretary

PROGRAM OBJECTIVES

First Quarter of Operations:	Oct.	Nov.	Dec.
1) Establish office space, payroll,utilities, website	X	X	
2) Create Communications Network/Recipients Board, Stakeholders, business community, region, etc.	X	X	X
3) Organize physical plant, office space	X		
4) Finalize Economic Dev. Measurables per stakeholders	X	X	X
5) Hire Director	X		
6) Community Outreach: "On the Street"			
7) Board Organization:			
Communications			
Meeting Schedule			
Committee Assignments			

BUDGET NARRATIVE

CASH BUDGET – INCOME

Department of Commerce ED Pro Grant	Commerce Grant 2013
City of Driggs FY 2014	Contribution to ED Pro Program
City of Tetonia FY 2014	Contribution to ED Pro Program
City of Victor FY 2014	Contribution to ED Pro Program
Teton County, ID FY 2014	Contribution to ED Pro Program
HUD Regional Sustainability Grant	Demonstration Project funding from E. Idaho HUD Grant
Work Force Development	Eastern Idaho Technical College (EITC) Contribution
EITC	Administrative Assistant for Work Force Dev. (pass through income)
Grant Administration	Fees to TVBDC for ITC and other grant admin.
Project Management	Management fees thru City of Driggs For administration of E-Commerce Center
Training and Education	Tuition program fees for Community Training Seminar Delivery
New Business Consulting	Fees from new businesses for ED Pro consulting services
Local Sponsors	Cash donations from local investors

BUDGET NARRATIVE

CASH BUDGET – EXPENSES

ED Pro Salary	Annual Salary for ED Pro
Employer Costs	Payroll taxes, workers compensation insurance, etc.
Rent	Space occupancy cost – Eagle Building
Utilities	Heat, electricity, etc. on pro rata basis for space occupied in Eagle Building
Office Supplies	Paper, pens, misc. for business operations
Phone/Internet	Electronic communications expense
Travel	Training, conferences, meetings attended by ED Pro, Board
Training Staff	ED Pro's Board Training required by Commerce MOU
EITC administration	Administrative Assistant for Work Force Development Program (pass through expense)
Marketing	Program advertising and outreach costs
Insurance	D & O policy, contents policy for in-house equipment
Education	Cost of Student materials for delivery of Community & Work force Training programs
Outside Services	Accounting, website hosting and maintenance, bank fees, annual Audits, legal fees
Website Development	Creation, hosting & maintenance of website
Miscellaneous	General operations and administrative costs either unanticipated or Not defined by other categories

Teton County Economic Development Program
Implementation Plan | Budget & Fundraising

Budget	FY 2013-2014		FY 2014-2015		FY 2015-2016	
Income	Budgeted	Actual	Budgeted	Actual	Budgeted	Actual
ED Grant	$ 20,000.00		$ 20,000.00		$ 20,000.00	
City - Driggs	$ 5,000.00		$ 5,000.00		$ 5,000.00	
City - Tetonia	$ 500.00		$ 500.00		$ 500.00	
City - Victor	$ 2,500.00		$ 5,000.00		$ 5,000.00	
County - Teton	$ 10,000.00		$ 10,000.00		$ 10,000.00	
HUD Regional Sust. Grant[1]	$ 20,000.00		$ -		$ -	
Work Force Development[2]	$ 11,000.00		$ -		$ -	
EITC[3]	$ 5,000.00		$ -		$ -	
Grant Administration[4]	$ 5,000.00		$ 5,000.00		$ 5,000.00	
Project Management[5]	$ 15,000.00		$ 30,000.00		$ 30,000.00	
Training and Education[6]	$ 1,000.00		$ 2,500.00		$ 2,500.00	
New Business Consulting[7]	$ 500.00		$ 2,000.00		$ 2,000.00	
Local Sponsors[8]	$ 10,000.00		$ 20,000.00		$ 25,000.00	
Carry-over From Prior Year	$ -		$ 7,450.00		$ 5,900.00	
TOTAL INCOME	**$ 105,500.00**		**$ 107,450.00**		**$ 110,900.00**	
Expenses						
Salary[9]	$ 50,000.00		$ 55,000.00		$ 60,000.00	
Employer Taxes	$ 12,000.00		$ 13,000.00		$ 13,000.00	
Rent	$ 5,000.00		$ 5,500.00		$ 6,500.00	
Utilities	$ 2,400.00		$ 2,400.00		$ 2,400.00	
Office Supplies	$ 1,000.00		$ 1,000.00		$ 1,000.00	
Phone/Internet	$ 2,400.00		$ 2,400.00		$ 2,400.00	
Travel Expense[10]	$ 2,000.00		$ 4,000.00		$ 5,000.00	
Training[11]	$ 1,500.00		$ 3,000.00		$ 4,500.00	
EITC Administration[12]	$ 5,000.00		$ -		$ -	
Marketing[13]	$ 2,500.00		$ 5,000.00		$ 5,000.00	
Insurance (Gen., D/O)	$ 750.00		$ 750.00		$ 750.00	

Education[14]	$	2,500.00	$	5,000.00	$	5,000.00
Outside Services[15]	$	1,500.00	$	1,500.00	$	1,500.00
Website Development	$	7,500.00	$	1,000.00	$	1,000.00
Misc. Expenses	$	2,000.00	$	2,000.00	$	2,000.00
TOTAL EXPENSES	$	**98,050.00**	$	**101,550.00**	$	**110,050.00**
Difference	$	7,450.00	$	5,900.00	$	850.00

[1] Grant application pending; will be confirmed by the end of the calendar year; if approved, will fund immediately.

[2] Workforce Development by Ken Erickson total $25,000; of that, $11,000 to contract with TVBDC to develop community outreach, marketing and recruitment

[3] This is pass through income. See corresponding expense.

[4] Fees to be earned by administering third party grants, including ITC grant.

[5] Workforce Development grant portion committed to EITC administrator.

[6] Fees to be earned from seminar participants.

[7] Fees to be earned from services provided by the ED to new businesses.

[8] Donations made by community and regional investors.

[9] Salary includes base wages, benefits (if any), and bonus.

[10] Participation at training conferences; meetings; outreach.

[11] ED Pro's Board Training program, as required by the MOU.

[12] See 3, above.

[13] Program advertising and community outreach.

[14] Student materials for Workforce Development and training programs.

[15] Professional fees, accounting, website hosting, bank fees, audit, etc.

CURRENT AND FUTURE
FUND RAISING GOALS

In mid-November of 2013, the board of directors of the Teton Valley Business Development Center (TVBDC) will invite 25 of Teton Valley's business leaders, from both the private and public sectors, to our first public event. There we will present on the TVBDC's proposed facility and the nature of our forthcoming work. This event is intended to elicit donations to the TVBDC, from the largest businesses in Teton Valley, to help fund the first phase of our program.

Future fundraising efforts will be scheduled on a quarterly basis, in February, May, August, and November. We will create events that target private-fund community supporters, the small business community, and state and federal business institutions.

In early 2014 TVBDC will apply to become a member non-profit of the Community Foundation of Teton Valley, enabling us to solicit donations from the entire population of Teton Valley through the Tin Cup Challenge in 2014 and future years. Donation dollars are matched by the community match fund – the 2013 donation match was an impressive 54 percent.

TITLE: Rural Economic Development Professional (DRAFT 09/11/2013)

ORGANIZATION: Teton Valley Business Development Center (TVBDC)

SUPERVISED BY:

Board of Directors: Teton Valley Business Development Center

NATURE OF WORK:

- Leads and coordinates Teton County's economic development efforts to develop, attract, and maintain business and industry. Organizes implementation of the Teton County Strategic Economic Development Plan by working independently and in partnership with other City, County, regional, and State agencie, task forces, and personnel. Supervises the Business Development Center's staff and volunteers, oversees its operations, and manages its finances.

PRIMARY DUTIES:

- Creates and implements programs to retain, expand, attract, and grow compatible businesses and industries both independently and in collaborative efforts with other City, County, regional, and State departments, divisions, and agencies.
- Supervises the Teton Valley Business Development Center staff and volunteers and its research, promotion, education, business development and business assistance programs.
- Manages/maintains the Center's facilities and equipment.
- Represents Teton County's economic development interests by direct proactive involvement with appropriate local, regional, and State organizations, committees, and task forces.
- Identifies and communicates resources for public-private partnerships and investment resources that support business success, development, expansion.
- Creates an annual budget for review and acceptance by the Board of Directors. Responsibly manages and accurately reports the finances, sources and applications of funds relative to TVBDC operations.
- Coordinates Board of Director meetings by preparing agendas, reports, materials, facilities, etc. necessary for effective use of meeting time.
- Facilitates implementation of the 2013 Teton County Economic Development Action Plan (EDAP) and its subsequent updates by:
    - Measuring and charting progress on implementation deliverables;
    - Maintaining focus on the four key areas identified in the EDAP:
        - Business Recruitment and Development
            - Includes the development of an information base and materials for business recruitment, including asset and real estate inventories, and strategic development including identification and communication with target industries, and coordination with government agencies and economic development groups. Includes support and development of existing business.

- Physical Asset Development
  - Assess and inventory the existing physical assets that support economic development. This inventory shall be used in the planning process for local governments, supporting success and expansion of existing business, and development of potential new business.

- Tourism Marketing
  - Identifying strategic elements targeted to user groups that support pass-through tourism and may include entrepreneurs that would transfer and/or establish related businesses in Teton Valley.

- Protection and Fostering of Lifestyle
  - Support assets that support high quality of life that includes access to natural and recreational resources, arts and cultural events, unique rural community character, agricultural heritage, local foods resources, and affordability.

JOB PREPARATION NEEDED:

- General knowledge of the principles and practices of rural economic development; City, County, and State regulations; business assistance programs; business cost structures; and a broad range of business structures and entrepreneurial activities.
- Ability to communicate and work effectively with the general public, government officials, developers, business leaders, boards of directors, and staff members.
- Demonstrated history of successful business operations or entrepreneurial activities.
- Demonstrated history of successful development of funding resources: grants, private investors, fee-for-service structures, etc.
- Demonstrated ability to coordinate and deliver business training, education, improvement, and planning services. Polished oral and written communications skills.
- Leadership skills and self-motivation that lead to success in managing and executing multiple projects.
- Minimum bachelor's degree in a business-related field; master's degree preferred.

WORK ENVIRONMENT:

Unless otherwise specified by the Board of Directors, the work of the Economic Development Professional (EDP) is typically performed in an office setting during a standard Monday-Friday workweek. Some evening and Saturday commitments may be necessary for meetings, special events, and delivery of vocational education and workforce and business development trainings. Travel may be required to trainings, out-of-area meetings, conferences, etc. and will be coordinated per specifications from the Board of Directors. EDP will use computer and office equipment normally associated with a business office. EDP must possess a valid driver's license and may be required to use his/her personal vehicle on a reimbursement basis for business-related travel. Light lifting (up to 30 pounds) may be required. Reasonable physical accommodation for EDP access and use of the Business Development Center will be made. The EDP will be expected to maintain timesheets, contact logs, activity records, mileage logs, and such other personal performance reports as may be reasonably required by the Board of Directors.

8/30/2013

TVBDC board members	YR appt	Term	Term End DEC. 31	2nd Term	Executive Position held	EP term DEC. 31	email address
Roger Brink	2010		2015		Board Chair	2014	roger.brink@jhsir.com
Brian Gibson	2013		2015		Vice Chair	2014	brian_gibson@alliancetitle.com
Wayne Maness	2013		2015		Treasurer	2014	wayne.maness@usbank.com
Nancy McCullough-McCoy	2013		2015		Secretary	2014	nancy@powdermountainpress.com
Aaron Driggs	2010		2013		Executive Board		ajdriggs@gmail.com
Billie Siddoway	2013		2015		Executive Board		billie@siddowaylaw.com
Bob Foster	2010		2013		Executive Board	2010-13	bfoster@silverstar.com
Gloria Hoopes	2013		2015		Executive Board		gloria5852@silverstar.com
Ken Chambers	2010		2015		Executive Board		kjchambers@silverstar.com
Lynda Skujins	2010		2014		Advisory Board		llskujins@gmail.com
Jay Pence	2013		2014		Advisory Board		jpence@fs.fed.gov
Doug Self	2013		2014		Advisory Board		pzdriggs@ida.net
Bill Knight	2013		2014		Advisory Board		
Stephen Loosli	2013		2014		Advisory Board		
Brent Hoopes	2013		2014		Advisory Board		
Bucky Matkin	2013		2014		Advisory Board		bdiggn@gmail.com
Kerry Buxton	2010		2013		Retired from board	2013	bucks@silverstar.com

FROM: Planning & Building Staff, Wendy Danielson
TO: Board of County Commissioners
RE: Planning & Building Department Update
DATE: September 18, 2013
MEETING: September 23, 2013

Building Department

77 Building Permits issued FY 2013 YTD, 22 of which are for new single family residences.
5 Building Permits pending, one of which is for a new home.

Planning Department

Under Review

- 2 One-time-only applications
- 5 Boundary adjustment applications
- Conditional Use Permits - We continue working with the City of Driggs to review an application for *Grand Teton Vodka*. They are requesting approval to expand their current operation on the same property. The City P&Z heard the application on September 11 and voted to recommend approval of the CUP with conditions. Staff anticipates receiving the file and transfer letter from the City Planning Department within the next week.

Approvals

- 2 One-time-only splits have been approved. We are waiting for final documents and mylars from the applicants and their engineers.

Floodplain Manager

- Harmony Design and Engineering is in the process of reviewing an application to develop in a flood plain.
- Staff has received 2 requests from IDWR to review applications they are currently processing. Both subject properties lie in a designated floodplain. The requests will not be forwarded to Harmony Design and Engineering for review as neither property owner has submitted a County Application to Develop in a Floodplain. Staff has advised IDWR of this determination.

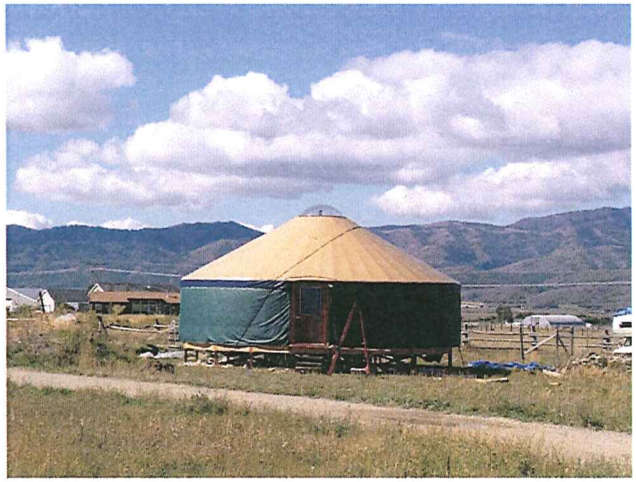
Code Compliance: Wendy Danielson, Building Official Tom Davis, and County Engineer Jay Mazalewski met with Code Enforcement Officer Lindsey Moss and Prosecutor Kathy Spitzer to discuss the new process for investigations of complaints pertaining to violations of the Teton County Code. Active complaint files were reviewed and recommended actions were discussed. This group will meet as needed to insure all departments are in agreement with next steps to address the complaint. It was agreed that public education of the code and working with land owners to address the public's concern in an amicable way is the #1 priority.

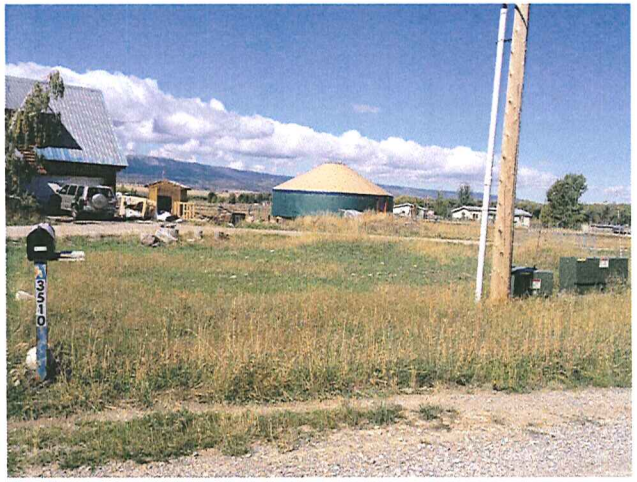
NEED BOCC ACTION:

Code Compliance: A yurt has been constructed South of Driggs on the corner of 3500 S and S 500 W (frontage road). *See attached photos.* The complaint originated from Teton Saddleback Vistas Subdivision (east of the yurt and across the highway), the neighbor directly to the north has submitted concerns as well. County Code does not require a building permit for a yurt. The IBC (International Building Code) classifies a yurt as a "membrane structure", much like a circus tent, that is usually temporary. If there will be electricity and/or plumbing installed to the yurt, the owner would be required to work with the State Division of Building Safety for those permits and the Health Department would regulate a septic system installation.

Generally speaking, with this type of construction, it would be difficult to meet building codes and county standards. We are seeing an increasing number of these structures in our County and believe it may be time to update County Code to include a process and requirements for the construction of a yurt intended for human habitation. Including a membrane structure definition and building application process in our code would insure health and safety issues are addressed and would provide consistency in the building process for both the public and staff. Staff is seeking advice and direction from the board.

NORFMA (Northwest Regional Floodplain Management Association) Conference: Staff would like to request permission to make 2 reservations at the upcoming conference being held in Boise. Land Use Services Assistant Wendy Danielson would attend to be able to assist members of the public better with more knowledge regarding Elevation Certificates and Army Corp policies. A second reservation would be made in the event that the new Planning Administrator would be able to benefit from the information as well. The Conference registration fee is $75 per person and a hotel would cost approximately $80 per night. The conference is November 13 – 15 which overlaps with training that Building Official Tom Davis will be attending.

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NORFMA
NORTHWEST REGIONAL FLOODPLAIN MANAGEMENT ASSOCIATION

Changing Landscapes: Rivers, Policies, Technology, Climate

November 13-15, 2013

Washington Group Plaza
720 Park Blvd
Boise, Idaho

DRAFT - CONFERENCE PROGRAM SCHEDULE

Wednesday, November 13, 2013			
9am - 5pm	Optional Activities CFM Refresher Course - Separate $25 Registration Fee Required **Attend the CFM exam refresher course and qualify for additional CFM CEU's **Minimum 10 registrants required.		
1pm-4pm	Field Trip - Arrowrock Dam This is a rare opportunity to get a guided tour of the historic Arrowrock dam. At 350' high it was the tallest dam in the worls when constructed in 1915. Bring ID's, and wear closed shoes and a light jacket.		
Thursday, November 14, 2013			
8:30am-9:00am	Registration - Lobby Area		
9:00am-12:00pm	Room 1	Room 2	Room 3
	Elevation Certificates: What is different with the new forms, when are they needed, how to complete them, what are these things?	**What the HEC?:** Crash course in HEC RAS understanding the Army Corp of Engineers software outputs related to floodplain modeling and hydraulic mitigation.	**Erosion and Sediment Control:** Techniques and regulations for plans and field construction related to best management practices for erosion and sediment control.
12:00pm-1:00pm	LUNCH - On Your Own		
1:00pm-5:00pm	Plenary Session - Room 1 Key Note Presentation Changes to the NFIP under Biggert Waters Flood Insurance Reform Changing Relationships - Flood Control, Irrigation Operations, Floodplain Management Climate Change and Water Resources in Idaho Building Disaster Resilient Communities		
5:00PM	SOCIAL		
Friday, November 15, 2013			
8:00am-9:00am	BREAKFAST - Building Our State Floodplain Management Resources		
8:30am-12:00pm	Plenary Session - Continued Changes in Mitigation Planning and Funding & Integrating Local Hazard Plans Changing Technology - What today's LiDAR and GIS can do for Floodplain Management		
1:00pm-4:00pm	CFM Exam - Separate Registration Requried at www.floods.org		

WK: 208-354-0245
CELL: 208-313-0245

Teton County Engineer
MEMO

150 Courthouse Drive
Driggs, ID 83422

September 18, 2013

TO: Board of County Commissioners
FROM: Jay T. Mazalewski, PE
SUBJECT: Public Works Update

The following items are for your review and discussion at the September 23, 2013 meeting.

SOLID WASTE

1. Winter hours began on Friday September 20, 2013.

Tuesday's	8:00 am - 3:00pm
Wednesday's	8:00am - 3:00pm (COMMERCIAL DAY ONLY)
Thursday's	8:00am - 3:00pm
Friday's	8:00am - 3:00pm (COMMERCIAL DAY ONLY)
Saturday's	8:00am - 1:00pm

2. Forsgren Engineering will be at the meeting to update the BoCC on the landfill cap progress. Attached a summary of their work to date.

ROAD & BRIDGE

1. R&B is working on the Rammell Mountain Road Reconstruction. The project is about half complete.

2. Victor-Driggs Pathway crack/rut repair & sealcoat: The bulk of the project is complete. The contractor has a few items to address.

3. W4000S/S4000W/W3750S: This 1.25 mile section of road is scheduled for a gravel overlay with the assistance of local contractors. Local contractors will be used to load, haul, water, and compact gravel. Teton County will provide, spread and grade the gravel. The project is slated to start September 30 and should last about 5 days.

4. S2000W/Smith Canyon: We received the grant and will be working with the USFS to construct the parking area and reclaim the trail. Brush clearing and cattle guard installation will be contracted out. The road work may be contracted out or performed by R&B, depending on timing, availability, and cost.

5. We have documented three instances of work in/on County Roads without a permit (new access, gate, & trenching/excavation) in the past two weeks. We are working with code enforcement to resolve these issues.

ACTION ITEMS:

1. Scrap Metal Salvage: Bids for removing the scrap metal pile are due on Friday 9/20/2013. Saul & I will have the results and a recommendation for you at the meeting.

2. Wood Chipping Services: Bids for chipping our dimensional lumber and woody debris piles are due on Friday 9/20/2013. Saul & I will have the results and a recommendation for you at the meeting.

3. S2000W/Smith Canyon tree/brush clearing: Bids for clearing brush and trees back along the Smith Canyon ROW are due on Monday morning 9/23/2013. I will have the results and recommendations for you at the meeting.

TETON COUNTY, IDAHO
ENGINEERING
150 Courthouse Drive
Driggs, ID 83422

Project:	W4000S
Subject:	Belly Dump Bid Comparison
Designer:	JTM
Date:	9/16/2013

BID RESULTS MISCELEANOUS MATERIAL

FIRM	Truck Capacity (CY)	Bid ($)	Cost per CY
Green	18	$ 90.00	$ 5.00
Nethercott	21.6	$ 110.00	$ 5.09
Tonks	20	$ 105.00	$ 5.25
Tonks	20	$ 105.00	$ 5.25
Tonks	20	$ 105.00	$ 5.25
Nethercott	20.8	$ 110.00	$ 5.29
Matkin	20	$ 110.00	$ 5.50
Action	20	$ 110.00	$ 5.50
Action	20	$ 110.00	$ 5.50
Nethercott	18.4	$ 105.00	$ 5.71
Nethercott	18.4	$ 105.00	$ 5.71
Nethercott	18.4	$ 105.00	$ 5.71

TETON COUNTY, IDAHO
ENGINEERING
150 Courthouse Drive
Driggs, ID 83422

Project:	W4000S
Subject:	Equipment Bid Comparison
Designer:	JTM
Date:	9/16/2013

FIRM	Bid ($)
Steel Drum Roller	
Action	$ 80.00
Matkin	$ 80.00
Water Truck	
Matkin	$ 85.00
Action	**$ 80.00**
Front End Loader	
Matkin	**$ 100.00**
Action	$ 105.00

Jay Mazalewski

From: Kevin Harris [kharris@Forsgren.com]
Sent: Thursday, September 19, 2013 9:19 AM
To: Jay Mazalewski
Cc: Brent E. Crowther
Subject: Landfill Cap Evaluation Progress Synopsis
Attachments: document(s).pdf

Dear Mr. Mazalewski and Teton County Commissioners:

As you are aware, the County Commissioners approved Forsgren Associates to evaluate the current landfill cap at the July 8, 2013 BOCC meeting. This evaluation is intended to provide information to determine the best method for rehabilitation of the current ET cap to meet DEQ determined performance standards, or to move ahead with the design of an entirely new cap to replace the existing system that will prevent percolation into the waste material. This evaluation entails:

1. Evaluating prior investigations of the cap material;
2. Validating the existing data;
3. Identifying data gaps;
4. Performing additional sampling and testing; and
5. Completing modeling and analyses to demonstrate an intrinsic value of the existing landfill cap.

Items 1 through 3, part of Item 4 have been completed at this time, and item 5 has been initiated. Due to the silt and clay properties of the soil sent to the laboratory for detailed hydraulic analysis, these samples require more analysis time. Forsgren is awaiting the results that are to be used as inputs for the modeling effort. The laboratory has estimated that the analysis of these soil samples will be completed on October 16, 2013.

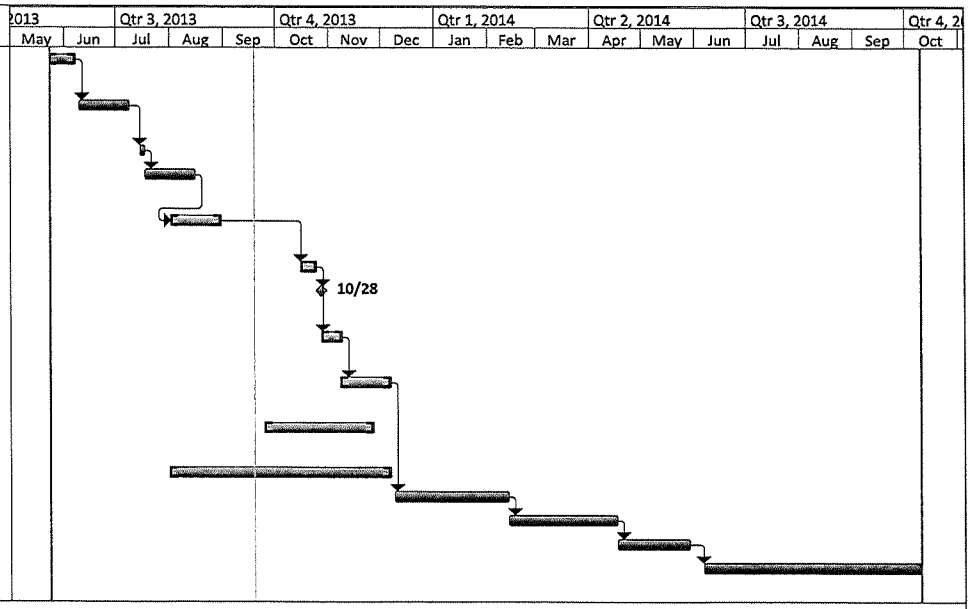
Although sampling and initial lab analysis was completed per schedule, a shorter lab time was assumed for the detailed hydraulic properties testing. This additional lab analysis time was not anticipated when the original schedule was developed and presented to you and the Commissioners. This has necessitated an adjustment to this schedule based on the new date to receive the data for the model. The value of the existing cap determination task has been changed to October 28, 2013; when the results can be presented to the Commissioners and a decision made to pursue the rehabilitation of the current cap or the design of a replacement cap.

The schedule adjustment has not changed the time for when the project will be ready for construction. This was accomplished by tightening the design duration and the borrow source investigation tasks. Since the Commissioners will not have the information required to make a decision to rehabilitate the ET cap at this time and winter conditions are approaching; Forsgren will collect soil samples from potential sources that the County has identified for additional cap material. Forsgren will not bill for this sample collection.

I have attached a copy of the adjusted schedule.

Sincerely,

ID		Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names
1			Data Evaluation Assessment Report	11 days	Fri 5/24/13	Fri 6/7/13		
2			Teton County Review/Decision	21 days	Mon 6/10/13	Mon 7/8/13	1	
3			Sample/Data Collection	3 days	Mon 7/15/13	Wed 7/17/13	2	
4			Lab Analysis/Soil Classification	21 days	Thu 7/18/13	Thu 8/15/13	3	
5			Lab Analysis/Hydraulic Cond. Test	21 days	Fri 8/2/13	Fri 8/30/13	4	
6			Modeling	7 days	Wed 10/16/13	Thu 10/24/13	5	
7			Value of Existing Cap Determination	0 days	Mon 10/28/13	Mon 10/28/13	6	
8			Preliminary Design Report	10 days	Mon 10/28/13	Fri 11/8/13	6	
9			DEQ/County Report Review	21 days	Fri 11/8/13	Fri 12/6/13	8	
10			Borrow Source Investigation	45 days	Wed 9/25/13	Tue 11/26/13		
11			Funding	92 days	Thu 8/1/13	Fri 12/6/13		
12			Design	48 days	Mon 12/9/13	Wed 2/12/14	9	
13			Design Review	45 days	Thu 2/13/14	Wed 4/16/14	12	
14			Project Bid	30 days	Thu 4/17/14	Wed 5/28/14	13	
15			Phase I Construction TBD	90 days	Fri 6/6/14	Thu 10/9/14	14	



Project: Teton County Landfill ET
Date: Thu 9/19/13

Task		Project Summary		Inactive Milestone		Manual Summary Rollup		Deadline	
Split		External Tasks		Inactive Summary		Manual Summary		Progress	
Milestone		External Milestone		Manual Task		Start-only			
Summary		Inactive Task		Duration-only		Finish-only			

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FORSGREN Associates Inc.

Technical Memorandum

TO: Teton County, Idaho
ATTN: Jay Mazalewski, County Engineer and PWD
150 Courthouse Drive, Room 117
Driggs, ID 83422

From: Kevin L. Harris, P.E.

Date: September 18, 2013

Subject: **Teton County, Idaho**
Landfill Cap Evaluation Progress Report

Introduction

Forsgren Associates, Inc. (FA) and teaming partner Portage, Inc. have been contracted by Teton County, Idaho to develop a corrective action plan which entails:

1. Evaluating prior investigations of the cap material;
2. Validating the existing data;
3. Identifying any data gaps needed;
4. Performing additional sampling and testing; and
5. Completing modeling and analyses to demonstrate an intrinsic value of the existing landfill cap.

The goal of this evaluation is to provide information needed to determine the best method for rehabilitating the evapotranspiration (ET) cap to meet the DEQ determined performance standard, or replacing it with a system that will prevent percolation into the waste material.

Items 1 through 3 and part of Item 4 above have been completed at this time. Additional testing for the onsite soil hydraulic properties (the final task under Item 4) is currently in progress.

Previous Findings

The prior investigations and findings are summarized in FA's report titled *Teton County Landfill ET Cap Evaluation Existing Data Review and Cost/Benefit Assessment,* submitted to Teton County in June 2013. Subsequent comments from the Idaho Department of Environmental Quality (DEQ) were received in July 2013 and addressed by the County with input from FA.

Generally, it was concluded that additional sampling, geotechnical and hydraulic testing, computer modeling, and analyses were needed to demonstrate the efficacy (or partial effectiveness) of the existing ET cap.

Field Investigation

On July 17-18, 2013, the FA/Portage team performed a field investigation on the existing cap. Thirty four (34) test pits were excavated to a depth of three (3) feet within the soil cover. Saul Varela, the Teton County Solid Waste Supervisor, used a Caterpillar 420E wheeled backhoe to excavate and backfill the test pits. FA/Portage personnel measured the in-situ soil density and moisture content with a nuclear density gauge (per ASTM D2922 and D3017), collected and field-classified soil samples, and logged other pertinent information. Test pit locations were surveyed, staked, and numbered by FA's survey crew.

Field and Laboratory Test Results

Following the field investigation, ten (10) representative soil samples were selected and submitted to FA's materials testing laboratory in Rexburg, Idaho. Samples were selected based on representativeness considering occurrence, variability by area, and variability by depth. The samples were tested for properties shown on Table 1.

Table 1. Physical Properties Tests Completed on Representative Soil Samples

TEST NAME	DESIGNATION	DESCRIPTION AND PROPERTIES
Particle-Size Analysis of Soils	ASTM D422	Provides grain-size distribution by mechanical sieve analysis and percentages of fine materials by hydrometer analysis. Information used to classify soils and as an indicator of various physical, mechanical, and hydraulic properties.
Liquid Limit, Plastic Limit, and Plasticity Index of Soils	ASTM D4318	"Atterberg" limits provide an indication of the plastic behavior of the fine-grained fraction in soils, whether predominantly silt or clay, and are also used to classify soils.
Specific Gravity of Soil Solids	ASTM D854	Provides mineral density information. Can be used along with field density measurements to determine the soil void ratio and porosity, important properties when considering water movement through the soil.
Textural Classification	USDA Method	Classifies soils according to texture based on the percentages of sand, silt, and clay present. Information can be used to assess variability and as a basis for selecting default modeling parameters.

The particular soil sample locations, depths, texture (percentages of gravel, sand, and fine [silt and clay]), and Unified Soil Classification System (USCS) and U.S. Department of Agriculture (USDA) classifications are shown in Table 2. Note that the USDA classifications are based on the portion of the soil containing sand and smaller-sized particles (cobbles and gravel are not included).

Table 2. Soil Sample Location, Texture, and Classification

SAMPLE		TEXTURE			CLASSIFICATION	
Location	Depth (ft)	% Gravel	% Sand	% Fines	USCS	USDA
TP-04	1.5	2.4	14.5	83.1	ML	SiL
TP-08	1.5	0.9	6.8	92.3	ML	SiL
TP-08	2.5	4.6	6.8	88.6	ML	SiL
TP-13	1.5	73.5	7.1	19.4	GM	Si
TP-19	1.5	35.1	11.6	53.3	ML	SiL
TP-21	1.5	26.2	12.8	61	ML	SiL
TP-27	1.5	39.1	8.1	52.8	ML	Si
TP-27	2.5	8.7	12.4	78.9	ML	SiL
TP-28	1.5	14.1	8.8	77.1	CL	SiL
TP-33	1.5	0.8	6.7	92.5	ML	SiL

CL – clay with low plasticity
GM – silty gravel
ML – silt with low plasticity
Si – silt
SiL – silt loam

In consideration of the laboratory and field test data for specific gravity of the soil particles and dry density, the void ratio (ratio of voids to solid material in the soil mass) and porosity (percentage of the total soil mass containing voids) have been calculated for each sample. The amount of void space in the soil mass affects the soil moisture holding capacity and hydraulic conductivity. Results are shown in Table 3. Note that the water content values are representative of the time and date measured and could vary seasonally.

Table 3. Soil Sample Density, Water Content, Specific Gravity, Void Ratio, and Porosity

SAMPLE		LAB	FIELD TESTS		CALCULATED VALUES	
Location	Depth (ft)	Specific Gravity	Dry Density (pcf)	Water Content (%)	Void Ratio	Porosity (%)
TP-04	1.5	2.644	114.1	12.7	0.446	30.84
TP-08	1.5	2.628	111.3	10.6	0.473	32.13
TP-08	2.5	2.628	104.2	14.7	0.574	36.46
TP-13	1.5	2.665	113.5	8.6	0.465	31.75
TP-19	1.5	2.560	103.6	7.9	0.542	35.15

TP-21	1.5	2.583	84.1	12.1	0.917	47.82
TP-27	1.5	2.587	87.0	17.7	0.856	46.11
TP-27	2.5	2.679	85.8	17.7	0.948	48.67
TP-28	1.5	2.657	95.7	8.8	0.732	42.28
TP-33	1.5	2.684	88.1	12.0	0.901	47.40

Hydraulic Properties Testing

Five samples have been submitted the Daniel B. Stephens & Associates Laboratory for hydraulic properties testing. The samples represent a subset of the ten samples tested for physical properties, and were selected based on representativeness and variability observed from the physical properties test results. The samples submitted for hydraulic properties testing are summarized on Table 4 and summary of tests is shown on Table 5.

The length of time required for testing hydraulic properties depends upon the nature of the soil samples. Those will greater amounts of clay and slower percolation rates can take several weeks, even months. The lab's estimate for the test completion date is October 16, 2013. A brief explanation of the procedure for obtaining the moisture characteristics of soil is attached to this memo.

Table 4. Identification of Samples Submitted for Hydraulic Properties Testing

SAMPLE		TEXTURE			CLASSIFICATION		COMMENTS
Location	Depth (ft)	% Gravel	% Sand	% Fines	USCS	USDA	
TP-04	1.5	2.4	14.5	83.1	ML	SiL	Lowest porosity
TP-08	2.5	4.6	6.8	88.6	ML	SiL	Fine-grained
TP-19	1.5	35.1	11.6	53.3	ML	SiL	Higher gravel content
TP-27	2.5	8.7	12.4	78.9	ML	SiL	Highest porosity
TP-28	1.5	14.1	8.8	77.1	CL	SiL	Most plastic

Table 5. Hydraulic Properties Tests in Progress (All tests to be performed on each sample.)

ANALYSIS	METHOD
Saturated Hydraulic Conductivity by Flexible Wall Method	ASTM D5084
Initial Gravimetric and Volumetric Water Content	ASTM D2216/ ASTM D7263
Dry Bulk Density	ASTM D7263
Calculated Total Porosity	ASTM D7263
Moisture Characteristics (5-7points*)	ASTM D6836/ ASTM D6836M/ MOSA[1] Chp.25
Calculated Unsaturated Hydraulic Conductivity	ASTM D6836/ van Genuchten 1980[2]/ van Genuchten, et. al. 1991[3]

*Typical points measured: 1-saturated point (0 tension); 1-3-hanging column points (-0-200 cm tension), 1-3-pressure plate points (-0.25 - 0.5 Bars); 1-2-WP-4 points (-8-200 Bars); 1-Relative Humidity Box point (-850 Bars). ASTM D6836M is followed to obtain the hanging column

point and ASTM D6836 is followed to obtain the pressure plate and dewpoint potentiometer points. Methods of Soil Analysis, Chapter 261 is followed to obtain the Relative Humidity Chamber point.
M=Modified apparatus

[1]Methods of Soil Analysis, Part 1. 1986. A. Klute, ed. American Society of Agronomy, Madison, WI
[2]van Genuchten, M.T. 1980. A closed-form equation for predicting the hydraulic conductivity of unsaturated soils. SSSAJ 44:892-898
[3]van Genuchten, M.T., F.J. Leij, and S.R. Yates. 1991. The RETC code for quantifying the hydraulic functions of unsaturated soils. Robert S. Kerr Environmental Research Laboratory, Office of Research and Development, U.S. Environmental Protection Agency, Ada, Oklahoma. EPA/600/2091/065. December 1991

Additional Observations

The landfill is generally covered with a well-established stand of grass. There are some areas where the grass is sparse, and these generally correlate with areas where waste was found closer to the surface. Plant rooting depth varied from 4 to 18 inches in the test pits, with the typical rooting depth near 12 inches.

Discussion of Data Acquired to Date

The vast majority of soils observed and sampled for the Teton County landfill cover can be characterized as fined-grained soils with low plasticity containing various percentages of rock. There are a few isolated areas containing coarse materials. Although many of the soil samples were classified as the same type of soil, three different soil types (based on the percentage of cobbles and gravel) have been identified for purposes of this evaluation. These include:

- Fine-grained soil with little or no rock.
- Fine-grained soil with some cobbles and/or gravel.
- Coarse materials with fines.

Approximately half of the landfill is covered with fine-grained soil with little or no rock. This material is presumed to be suitable for an ET cover, due to relatively low hydraulic conductivity and acceptable water holding capacity.

A map depicting the distribution of these soil types is attached to this memo.

The areas covered with fine-grained soil with some cobbles and/or gravel are expected to exhibit similar characteristics as the areas covered with fine-grained soil with little or no rock. There may be some loss of holding capacity in comparison to the material with little or no rock; the hydraulic test results are expected to provide more insight to this question.

Those areas covered with coarse materials are generally considered ineffective. The corrective action (to be determined by engineering design) will address how to remediate these areas in a cost-effective manner.

Schedule Adjustment

Due to the additional amount of time required by the laboratory to determine the soil moisture retention curves (inputs needed for the model), the schedule has been adjusted to show that the

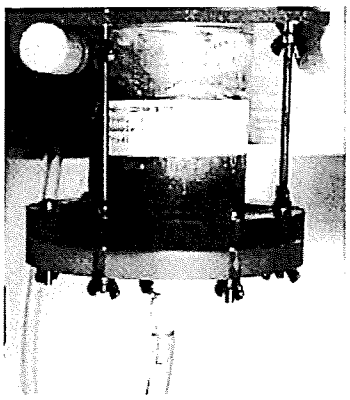
value of the existing cap determination occurring on October 24, 2013. This schedule adjustment will push the design, review, and bidding to later dates, but the Phase I Construction schedule remains unchanged.

A copy of the schedule is attached to this memo.

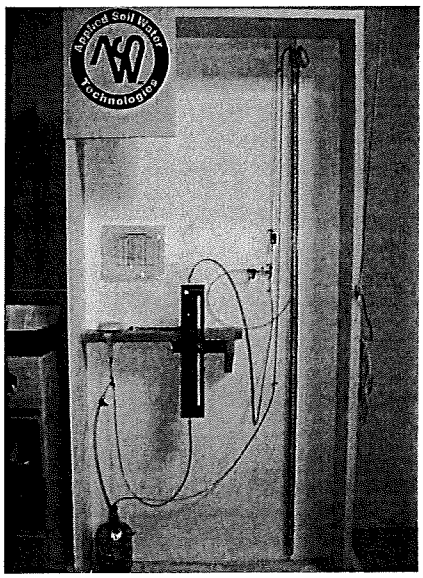
Soil Water Retention Curves

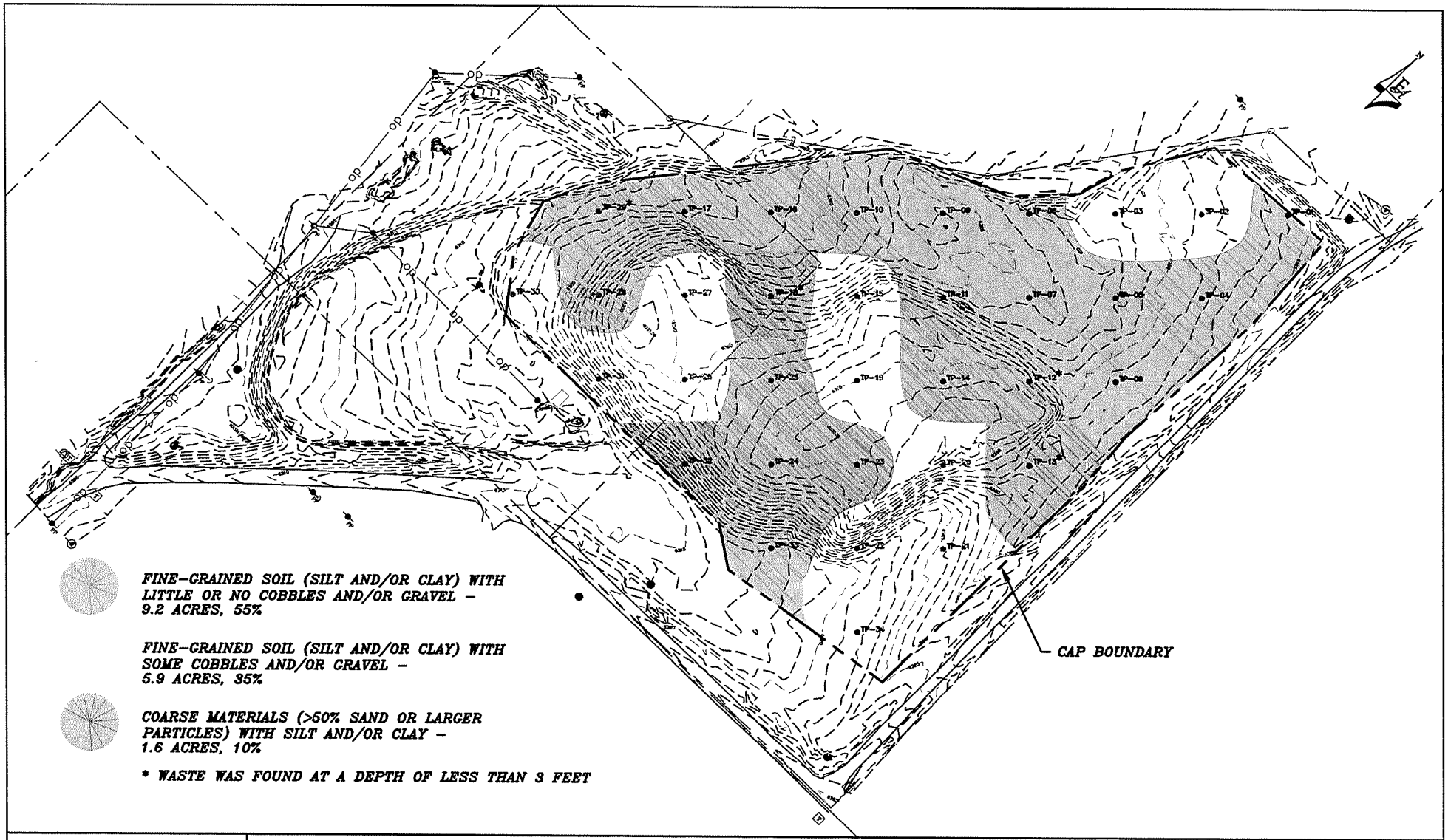
The properties of water flow through a soil can be determined by testing the saturated hydraulic conductivity, developing a water retention curve and then testing the unsaturated hydraulic conductivity. Laboratories have developed methods for determining the water retention curve and the unsaturated hydraulic conductivity of soil.

For most of the soil characterization methods of analysis, the time required to complete a test may range from a few hours to a couple of days. One example is the soil texture analysis method that takes about three hours to complete. In the case of the method for determining a soil water retention curve, it can take many months to complete the test.



Determining the soil water retention curve for a soil sample starts with a saturated soil column. This test shows how much water will flow through a saturated column of soil in a given amount of time. The next step is to determine how much water the column of soil will continue to hold when a known amount of vacuum is placed on the soil column (see picture). In this method, a vacuum is applied continuously to the bottom of the column of soil until the water loss has stopped. The water loss is determined by weighing the entire soil column apparatus each day until it stops losing weight. Depending on the texture of the soil, this may take up to a month or more. Once the water loss has stopped, the amount of water remaining in the soil column is calculated. This entire process is then repeated at several different levels of vacuum until a moisture retention curve is developed for that soil sample. The time required to develop a water retention curve for a sample can easily be a few months or more. Once a moisture retention curve is developed, the unsaturated hydraulic conductivity test is then conducted. This method determines how fast water will flow through a soil that has different initial water contents. There is no way to rush this type of analysis. Every soil will require a different amount of time in the laboratory for these procedures to be completed.





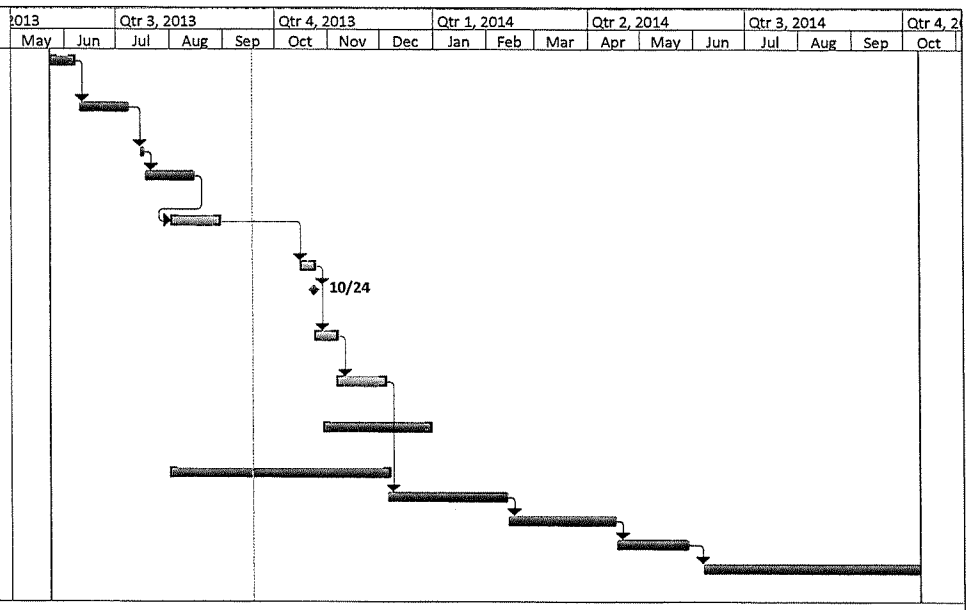
FORSGREN Associates Inc.

EXISTING SOIL TYPES

TETON COUNTY LANDFILL

PROJECT NUMBER 01-13-0031
PROJECT MANAGER K. HARRIS
DATE JUNE 2013

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names
1		Data Evaluation Assessment Report	11 days	Fri 5/24/13	Fri 6/7/13		
2		Teton County Review/Decision	21 days	Mon 6/10/13	Mon 7/8/13	1	
3		Sample/Data Collection	3 days	Mon 7/15/13	Wed 7/17/13	2	
4		Lab Analysis/Soil Classification	21 days	Thu 7/18/13	Thu 8/15/13	3	
5		Lab Analysis/Hydraulic Cond. Test	21 days	Fri 8/2/13	Fri 8/30/13	4	
6		Modeling	7 days	Wed 10/16/13	Thu 10/24/13	5	
7		Value of Existing Cap Determination	0 days	Thu 10/24/13	Thu 10/24/13	6	
8		Preliminary Design Report	10 days	Thu 10/24/13	Wed 11/6/13	6	
9		DEQ/County Report Review	21 days	Wed 11/6/13	Wed 12/4/13	8	
10		Borrow Source Investigation	45 days	Tue 10/29/13	Mon 12/30/13		
11		Funding	92 days	Thu 8/1/13	Fri 12/6/13		
12		Design	50 days	Thu 12/5/13	Wed 2/12/14	9	
13		Design Review	45 days	Thu 2/13/14	Wed 4/16/14	12	
14		Project Bid	30 days	Thu 4/17/14	Wed 5/28/14	13	
15		Phase I Construction TBD	90 days	Fri 6/6/14	Thu 10/9/14	14	



Project: Teton County Landfill ET
Date: Wed 9/18/13

Task		Project Summary		Inactive Milestone		Manual Summary Rollup		Deadline	
Split		External Tasks		Inactive Summary		Manual Summary		Progress	
Milestone		External Milestone		Manual Task		Start-only			
Summary		Inactive Task		Duration-only		Finish-only			

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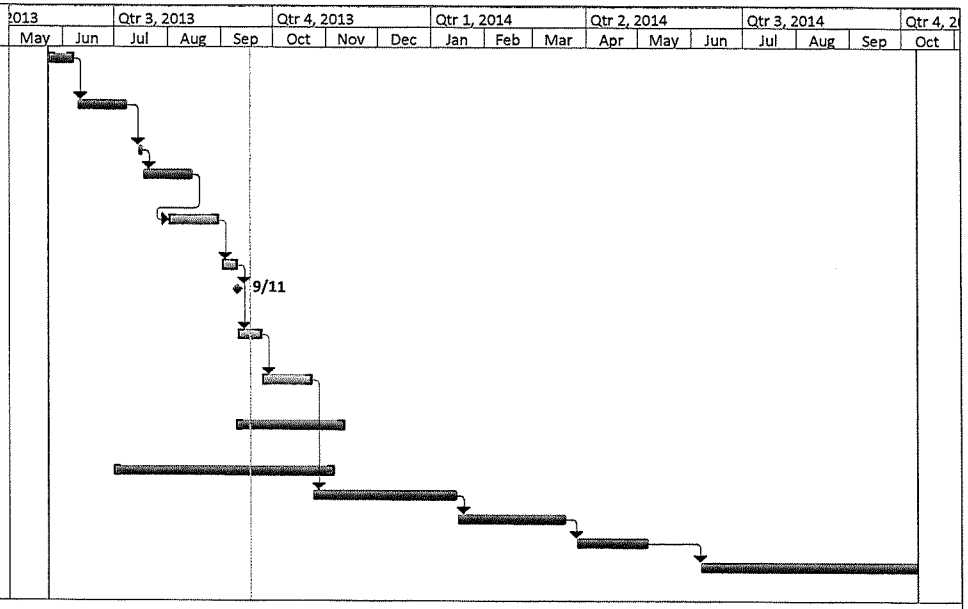
6		Modeling	7 days	Mon 9/2/13	Tue 9/10/13	5	
7		Value of Existing Cap Determination	0 days	Wed 9/11/13	Wed 9/11/13	6	
8		Preliminary Design Report	10 days	Wed 9/11/13	Tue 9/24/13	6	
9		DEQ/County Report Review	21 days	Wed 9/25/13	Wed 10/23/13	8	
10		Borrow Source Investigation	45 days	Tue 9/10/13	Mon 11/11/13		
11		Funding	92 days	Mon 7/1/13	Tue 11/5/13		
12		Design	60 days	Thu 10/24/13	Wed 1/15/14	9	
13		Design Review	45 days	Thu 1/16/14	Wed 3/19/14	12	
14		Project Bid	30 days	Wed 3/26/14	Tue 5/6/14	13	
15		Phase I Construction TBD	90 days	Fri 6/6/14	Thu 10/9/14	14	



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Summary		Inactive Task		Duration-only		Finish-only			

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September 13, 2013

TO: Teton County

RE: Terrorism Coverage for Policy Year Effective October 1, 2013

Dear Valued ICRMP Member:

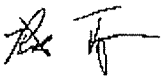
Following the events of September 11, 2001, the nation's largest insurers took their case to Congress concerning their ability to withstand the financial consequences of additional terrorist acts that might take place on American soil. As a consequence, Congress enacted the Terrorism Risk Insurance Act (TRIA) that is intended to protect insured property owners by assuring that their property insurers are not overwhelmed by terrorism-driven claims. Local government risk sharing pools generally were excluded from TRIA.

Because ICRMP is regulated under Idaho law as a reciprocal insurer, federal law requires ICRMP to offer complete terrorism property coverage to its Members. This offering, which is additional to the regular coverage provided by the ICRMP Program, would require payment of an additional Member contribution, based upon the value of the property assets to be covered. An explanation is provided on the accompanying offer sheet.

You should understand that your ICRMP Member agency is under no obligation to accept the terrorism coverage that we are required to offer. In fact, the ICRMP Board of Trustees has purchased excess insurance for Members of ICRMP (as a whole) in the amount of fifty million dollars ($50,000,000) per year. The coverage provided for all Members is available to be shared among any Members affected by acts of terrorism during a policy year. The Board believes this is a more cost-effective way of addressing this potential exposure. It is included in your regular ICRMP coverage **at no additional cost to you**.

The decision regarding terrorism coverage belongs to your governing board. Please complete the offer sheet evidencing your agency's desire to procure additional terrorism coverage and pay an additional Member contribution, or to reject it and share in the coverage procured for all ICRMP Members. In order to comply with the law, we need your answer promptly. Thank you.

Sincerely,



Rick. Ferguson
Executive Director

NOTICE - OFFER OF TERRORISM COVERAGE
(Required by Federal law)

NOTICE – DISCLOSURE OF ADDITIONAL PREMIUM

TO: ICRMP Member:

The Terrorism Risk Insurance Act, as extended on December 26, 2007 by the enactment of the Terrorism Risk Insurance Program Reauthorization Act of 2007 (TRIPRA), is a U.S. Treasury Department program under which the federal government would share, with regulated insurance carriers, the risk of loss from terrorist attacks. The Act applies when the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, certifies that an event meets the definition of a "certified act of terrorism". Certified acts of terrorism can also include foreign or domestic acts of terrorism, but they still must be certified as such by the Federal officers listed above.

In accordance with the Terrorism Risk Insurance Act, as extended on December 26, 2007, we are required to offer you coverage of all of the property we insure that your agency owns against any "certified act of terrorism". Your public agency must decide whether you desire the coverage (for an additional premium) or whether you choose to reject the offer of coverage and not pay the premium. The choice belongs to the governing board.

If you choose to accept this offer of terrorism coverage, your premium will include the additional premium for terrorism as stated in this disclosure. If you choose to reject this offer, you must do so by signing the enclosed statement and returning it to your agent, Chandler Agency at (208) 624-3721 or mail directly to ICRMP at P.O. Box 15249, Boise, Idaho, 83715.

If you reject coverage under the Act, the ICRMP policy provided to your public entity will provide an alternative form of coverage of terrorism-related insurance. Rather than cover the entire value of every item of property every public entity member of ICRMP might insure, the alternative form of coverage will provide a fixed amount of coverage (50 million dollars) for the entire membership of ICRMP during any single policy year. If terrorism-caused covered losses do not exceed 50 million dollars during any single policy year, such losses will be paid in full, subject to policy terms and conditions. If total terrorism-caused losses exceed 50 million dollars in the current policy year, such losses will be paid on a *pro-rata* basis among members suffering covered terrorism-caused losses, in proportion to their covered losses expressed as a percentage of all covered losses. Coverage under this alternative process shall not require certification by the Federal officials pursuant to TRIPRA.

Named Insured: Teton County

DISCLOSURE OF PREMIUM

If you accept this offer, the premium for terrorism coverage is estimated to be an additional amount of $23,357 over and above your proposed renewal Member contribution based on reported total insured values of $23,356,970.

CONTINUED ON NEXT PAGE

IF YOU WISH TO REJECT COVERAGE UNDER THE TERRORISM RISK INSURANCE ACT, AS EXTENDED ON DECEMBER 26, 2007, THE NAMED INSURED MUST APPROVE AND SIGN THE FOLLOWING STATEMENTS:

TERRORISM RISK INSURANCE ACT REJECTION OF FULL COVERAGE

We, as a Member of ICRMP, acknowledge that we have been notified as required under the Terrorism Risk Insurance Act, as extended on December 26, 2007, that as respects to the above referenced policy of insurance policy referenced above:

1. We have been offered coverage for acts of terrorism as defined in the Act;

2. We have been advised that if we accept coverage for acts of terrorism as defined in the Act, the United States Government will participate in the payment of terrorism losses insured under the Act, subject to the provisions of the Act;

3. We have been told that if we reject coverage under the Act by signing this notice, to the extent allowed by law, we will have only our respective share of the alternative coverage for any act of terrorism under the policy issued by ICRMP.

4. We have been notified of the annual premium for coverage for acts of terrorism as defined in the Act.

5. We hereby **reject** coverage for acts of terrorism as defined in the Act and understand my policy will contain an exclusion for acts of terrorism as defined by TRIPRA, but will otherwise provide limited coverage concerning acts of terrorism as addressed by the ICRMP policy issued annually to Members.

_____ _____
Chief Executive/Administrative Officer Date

_____ _____
Print name Print public office held

Teton County
Public Entity Name

RETURN THIS FORM TO YOUR AGENT OR ICRMP. A COPY OF THIS DOCUMENT IS AS BINDING AS THE ORIGINAL.

ATTENTION AGENT: THIS FORM MUST BE SIGNED PERSONALLY BY AN AUTHORIZED OFFICER OF THE INSURED AND RETURNED TO ICRMP.

IF YOU WISH TO REJECT COVERAGE UNDER THE TERRORISM RISK INSURANCE ACT, AS EXTENDED ON DECEMBER 26, 2007, THE NAMED INSURED MUST APPROVE AND SIGN THE FOLLOWING STATEMENTS:

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5. We hereby **reject** coverage for acts of terrorism as defined in the Act and understand my policy will contain an exclusion for acts of terrorism as defined by TRIPRA, but will otherwise provide limited coverage concerning acts of terrorism as addressed by the ICRMP policy issued annually to Members.

_____ _____
Chief Executive/Administrative Officer Date

_____ _____
Print name Print public office held

Teton County Ambulance Service District
Public Entity Name

RETURN THIS FORM TO YOUR AGENT OR ICRMP. A COPY OF THIS DOCUMENT IS AS BINDING AS THE ORIGINAL.

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_____ _____
Chief Executive/Administrative Officer Date

_____ _____
Print name Print public office held

Teton County Mosquito Abatement Distric
Public Entity Name

RETURN THIS FORM TO YOUR AGENT OR ICRMP. A COPY OF THIS DOCUMENT IS AS BINDING AS THE ORIGINAL.

ATTENTION AGENT: THIS FORM MUST BE SIGNED PERSONALLY BY AN AUTHORIZED OFFICER OF THE INSURED AND RETURNED TO ICRMP.

CAI
Information Systems Solutions

August 30th, 2013

Greetings:

Enclosed you will find the Computer Arts, Inc. Contract Addendums specifying all software licensing, IT support, and services provided to your agency by CAI for the new fiscal year. Please review the enclosed Addendums for accuracy, promptly execute, and return the signed copy prior to **October 1st, 2013.** Please make a copy for your records.

Please pay particular attention to Addendum C, PC/Networking Support Fees as this addendum requires the county to fill in the number of support hours requested and the associated discounted rate. For your information, there are historical figures included to aid in determining the number of PC/Networking Support hours that your agency may need. If you have any questions or need any assistance with determining these hours, please contact CAI management.

Each Addendum to the master license agreement specifies appropriate fees and individual agreements for associated software and services. Please review with the appropriate department head or elected official for any questions on the respective modules and fees. A summary of the contract addendums are listed below:

Addendum A: Annual License fees for all CAI county software applications
Addendum B: Annual CAI county software full support fees
Addendum C: Annual Networking, Hardware and IT services fees – **complete requested hours**
Addendum D: Annual Public Safety Software maintenance and support fees

Again, please execute the addendums and promptly return the original to CAI. We appreciate your patronage and thank you very much for your continued business.

If you have any questions regarding the contracts, please contact one of the following at (208)385-9335:

Shane Harris	Mitch Cromwell	Karolyn Reid
President	Vice President	General Manager
sharris@gocai.com	mcromwell@gocai.com	kreid@gocai.com

Addendum A
Annual County Software License
And Maintenance Fees

Annual County Software License and Maintenance Fees described in this addendum shall be provided by Computer Arts, Inc. ("**CAI**") to Teton County ("**Customer**") by CAI Service Representatives and/or other CAI staff as necessary. This addendum takes effect October 1st, 2013 and supersedes all other Annual County Software License and Maintenance Fees Addenda to this Agreement. This Annual County Software License and Maintenance Fees Addendum shall remain in effect for the period of twelve (12) months, and shall be renewable thereafter by a separate written Annual County Software License and Maintenance Fees Addendum, entered by both parties.

	Estimate	Provide Actual
Teton County Population:	10,170	
Teton County Parcel Count:		

Program Maintenance	Annual Fee	Selection	Cost
Clerk's Financial System	$10,329.54	X	$10,329.54
Financial Imaging	$500.00		
Financial Claims Entry	$1,500.00		
Treasurer's Financial System	$1,929.94	X	$1,929.94
Indigent System	$2,005.98	X	$2,005.98
Indigent Imaging	$500.00	X	$500.00
Payroll System	$3,010.58	X	$3,010.58
Payroll Imaging	$500.00		
Payroll 401k Cap	$675.00		
Jury System	$2,867.22		
Jury Imaging	$500.00		
Recording System	$1,003.53	X	$1,003.53
Recording Imaging	$500.00	X	$500.00
E-Recording Module		X	
Recording Web Module	$500.00	X	$500.00
Civil Program	$2,006.14	X	$2,006.14
Civil Imaging	$500.00		
Building Permit Management (Rural Addressing)	$1,241.29		
Building Permit Imaging	$500.00		
Secure Image Management System	$992.79	X	$992.79
Imaging Stand-Alone (Non-CAI)	$500.00		
Imaging OCR Module	$1,000.00		
LID	$1,737.06		
Probation (per user)	$350.00		
Property Tax System			
Property Tax Imaging			
Property Tax Web Module			
		SOFTWARE LICENSE SUBTOTAL	**$22,778.50**
		CHANGES OR ADDITIONS	**$**
		TOTAL ANNUAL SOFTWARE LICENSE FEES	**$**

CUSTOMER

1

Signature Date

2

Signature Date

3

Signature Date

COMPUTER ARTS, INC.

Signature Date 8-29-13

Shane Harris

Printed Name

CEO

Title

Addendum B
Annual County Software Support Fees

Software support services described in this addendum shall be provided by Computer Arts, Inc. ("**CAI**") to Teton County ("**Customer**") by CAI Service Representatives and/or other CAI staff as necessary. This addendum takes effect October 1st, 2013 and supersedes all other Annual County Software Support Fees Addenda to this Agreement. This Annual County Software Support Fees Addendum shall remain in effect for the period of twelve (12) months, and shall be renewable thereafter by a separate written Annual County Software Support Fees Renewal Addendum, entered by both parties. Other individual services or a combination of services are available on a per-hour basis at the Customer's discretion and may incur additional fees by separate agreement.

A. SUPPORT ACCESS

CAI will provide telephone and/or on-site software support on a business day basis for licensed CAI programs. Business day is defined as 8:00 AM through 5:00 PM in the location in which a CAI office is operated and maintained, excluding holidays and weekends. In addition, CAI will provide an 800 help desk support line generally available seven (7) days a week, twenty-four (24) hours a day. CAI will make every reasonable effort to provide Customer with timely and acceptable support in the use, functions, procedures and maintenance of the licensed software modules through the use of:

- Help Desk Telephone support. (Toll free 800 number access to CAI headquarters)
- Computer-to-computer or network-to-network secure communications (VPN).
- On-site service at Customer's computer site.
- On-line meetings, documentation and Issue tracking.

B. EDUCATION AND TRAINING

Computer Arts agrees to provide Customer with sufficient in-house or on-site training as deemed necessary by CAI and Customer, for Customer to efficiently operate Customer's CAI software systems. CAI agrees to include Customer in CAI classroom education or user group meetings, as deemed applicable and appropriate by CAI and Customer. Periodic online training may also be offered on program changes, enhancements, updates and business processes.

C. SECURITY AND RECOVERY SERVICES

Computer Arts will provide Customer with procedures and instructions necessary to maintain adequate system security and to copy and secure data files and software. Adherence to prescribed procedures and the performance of backup and security functions are the sole responsibility of Customer. In the event of computer hardware failure or other disaster in which data files are destroyed, CAI at customer's request will make available immediate resources to assist in coordinating hardware repairs or replacement, and data file restoration for Customer. If the loss of data results from the failure of Customer to adhere to documented backup and security procedures, additional charges may apply.

D. SOFTWARE SYSTEMS SUPPORT

CAI will establish and maintain an organization and process to provide support for the Software to Customer. Support shall include (i) diagnosis of problems or performance deficiencies of the Software and (ii) a resolution of the problem or performance deficiencies of the Software. CAI will use its reasonable efforts to cure, as described below, reported and reproducible errors in the Software. CAI utilizes the following three (3) severity levels to categorize reported problems:

- **SEVERITY 1 CRITICAL BUSINESS IMPACT (Critical)**
  The impact of the reported deficiency is such that the customer is unable to either use the Software or reasonably continue work using the Software. CAI will commence work on resolving the deficiency within one (1) hour of notification and will engage staff during business hours until an acceptable resolution is achieved.
- **SEVERITY 2 SOME BUSINESS IMPACT (Moderate)**
  Important features of the Software are unavailable, but an alternative solution is available or non-essential features of the Software are unavailable with no alternative solution. The customer impact, regardless of product usage, is minimal loss of operational functionality or implementation resources. CAI will commence work on resolving the deficiency within one (1) business day of notification and will engage staff during business hours until an acceptable resolution is achieved.
- **SEVERITY 3 MINIMAL BUSINESS IMPACT (Low)**
  Customer submits a Software information request, software enhancement or documentation clarification which has no operational impact. The implementation or use of the Software by the Customer is continuing and there is no negative impact on productivity. CAI will provide an initial response regarding the request and log the request in the company's ticket system for follow-up within one (1) business week.

This agreement is not intended as a consulting agreement for customer services. With respect to severity one (1) reported deficiencies, CAI may, by request of the Customer, elect to send support or development staff to the Customer location to accelerate problem resolution. Travel expenses will be charged as outlined in this addendum Section E.

E. SUPPORT AND TRAVEL FEES

For on-site support, an individual daily trip fee will be incurred to Customer. This fee shall include all daily expenses including travel time, meals, mileage and a hotel if necessary. If multiple service representatives are required, a trip fee for each individual and for each day shall be incurred.

Description	Fees
Annual Software Support Fee	$9,775.00
Travel Expense (Flat fee, per day, per person)	$80.00

F. WARRANTY

THE SOFTWARE SERVICES, AS DESCRIBED ABOVE, ARE "AS-IS" AND WITH ALL FAULTS ACCEPTED, WITH NO WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND. CAI MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), WITH RESPECT TO THE SOFTWARE SERVICES PROVIDED BY CAI OR CAI'S AUTHORIZED DESIGNEE. CAI EXPRESSLY DISCLAIMS AND CUSTOMER HEREBY ACCEPTS SUCH DISCLAIMER OF ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND VALIDITY OF INTELLECTUAL PROPERTY RIGHTS. CAI DOES NOT WARRANT THAT THE SOFTWARE SERVICES ARE OPERATIONAL OR ERROR-FREE OR THAT THE CUSTOMER'S OPERATIONS BE SECURE OR UNINTERRUPTED DUE TO THE SOFTWARE SERVICES.

CUSTOMER		COMPUTER ARTS, INC.	
1			8-29-13
Signature / Title	Date	Signature	Date
2		Shane Harris	
Signature / Title	Date	Printed Name	
3		CEO	
Signature / Title	Date	Title	

Addendum C
Annual IT Services
And
Networking Support Fees

Computer Arts, Inc. ("**CAI**") is a computer service organization, which provides a variety of computer services and equipment to multiple clients. This addendum takes effect October 1st, 2013 and supersedes all other Annual PC/Network Support Fees Addenda to this Agreement. This Annual PC/Network Support Fees Addendum shall remain in effect for the period of twelve (12) months, and shall be renewable thereafter by a separate written Annual PC/Network Support Fees Renewal Addendum, entered by both parties. The parties hereto agree that CAI will provide network services and any requested equipment to Teton County ("**Customer**") as hereinafter outlined. Said services shall include, but are not limited to, the following:

A. SERVICES

CAI may provide any technology support or installation services requested by Customer. CAI shall provide first line support for PC's, servers, network devices and other peripheral devices to Customer. Peripheral devices shall be defined as any device that connects to the Server or to a PC network. First line support shall include handling level 1 problems and questions on equipment installation and operation. In the case of hardware failure or warranty, CAI shall make every reasonable effort to refer Customer users to appropriate manufacturers in the event that a problem or question cannot be readily solved or answered in a timely manner. Support may include any or all of the following:

- Technology planning assistance
- Bid and purchase assistance
- Hardware installation, setup and troubleshooting
- Building infrastructure services (such as cabling recommendations and specifications)
- Education & training
- Project management
- Routine maintenance
- Network diagnostics & support
- Internet, Intranet, routers, firewalls and other security devices
- Third party software installation, configuration

B. RESOURCE ACCESS

Customer shall have reasonable "as needed" access to Computer Arts PC/Networking personnel during normal business hours for any CAI software related problem or inquiry. After hours PC/Networking support (5:00pm-8:00am plus holidays/weekends) is available and shall be billable at the "after hour" support rate as specified in this Addendum C. CAI will make every effort to provide Customer with timely and acceptable solutions. Reasonable response time is expected to be within one (1) business day for normal operations or within four (4) hours for emergency response. Acceptable methods of support shall be through the use of the following:

- Help Desk Telephone support. (Toll free 800 number access to CAI headquarters)
- Computer-to-computer or network-to-network secure communications (VPN).
- On-site service at Customer's computer site.

NOTE – ON-SITE and VPN support requires security authorization and access to Customer's premise equipment by Customer to CAI support personnel. Additional security and communication equipment may be required.

C. SCHEDULING

Customer shall be responsible for defining the service that is required and to establish a scheduled time with CAI technicians on an "as needed/as-available" basis. Customer shall designate a point of contact to prioritize and track work orders. CAI technicians shall work with this individual closely to ensure that timely service is being provided.

D. SECURITY

CAI agrees that all PC/Networking support technicians shall complete an approved security background check. In addition, each CAI support employee shall comply with the Idaho State Police security authorization protocols. Each CAI PC/Networking technician shall comply with all CAI security and policy procedures as outlined by the CAI personnel manual.

E. HARDWARE SUPPORT / SALES

CAI agrees to assist Customer at their request with the support of hardware systems, by both working with Customer and the manufacturer (if necessary) to get the hardware/software operational or by helping Customer find other qualified support assistance.

As certain hardware models tend to change frequently, CAI will not be responsible for selling or supporting any discontinued manufacture hardware. CAI agrees to assist Customer in purchasing "known brand" hardware by making best in class recommendations. CAI may provide quotes to Customer as requested by Customer. Payment terms for any hardware purchases from CAI shall be NET Twenty (20) days.

F. BILLING

PC/Networking service shall be provided on an "as-available" basis at rates specified in the Fees section H in this addendum. Customers may select the number of "Pre-Paid" service hours required and the associated guaranteed rate. CAI agrees to provide service at this guaranteed rate up to the number of hours selected.

Any unused PC/Networking hours of the contracted amount within one year of execution of this agreement shall be forfeited and payment for these hours will be due in full. Any PC/Networking hours used above and beyond the annual contracted amount by the Customer shall be billed monthly at the standard "Non Pre-Paid" rate as specified in the Fees section H in this addendum. Additional charges such as hardware/software sales will be invoiced upon receipt of the order. Associated travel expenses will be invoiced as specified in the Fees Section H of this addendum.

Addendum C
Annual IT Services
And
Networking Support Fees

G. WARRANTY

THE NETWORKING & PC SUPPORT SERVICES, AS DESCRIBED ABOVE, ARE "AS-IS" AND WITH ALL FAULTS ACCEPTED, WITH NO WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND. CAI MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), WITH RESPECT TO THE NETWORKING & PC SUPPORT SERVICES PROVIDED BY CAI OR CAI'S AUTHORIZED DESIGNEE. CAI EXPRESSLY DISCLAIMS AND CUSTOMER HEREBY ACCEPTS SUCH DISCLAIMER OF ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND VALIDITY OF INTELLECTUAL PROPERTY RIGHTS. CAI DOES NOT WARRANT THAT THE NETWORKING & PC SUPPORT SERVICES ARE OPERATIONAL OR ERROR-FREE OR THAT THE CUSTOMER'S OPERATIONS BE SECURE OR UNINTERRUPTED DUE TO THE SOFTWARE SERVICES.

H. FEES

Personal Computer / Network Agreement Service Fees (These rates also apply to CAI Software support in absence of Annual Software Support Agreement)

PC Hours	Guaranteed Hourly Rate
No Pre-Paid Hours	$90.00
51 to 100	$80.00
101 to 500	$68.00
501 to 999	$58.00
After Hours Support (5:00pm-8:00am MST, M-F business, holidays, weekends)	$100.00

Fiscal Year 2010-2011 Purchased	Fiscal Year 2011-2012 Purchased	Fiscal Year 2012-2013 Purchased	Recommended 2013-2014
501	250	245	550

Guaranteed Hours Calculation for new Fiscal Year

Select number of hours purchased	
Multiply by guaranteed rate (see chart above)	
New annual PC/Network Service Contract Price	

Travel Expenses associated with on-site PC/Network support

Travel Time (one way only)	$50.00 per hour per Technician
Travel Expense Mileage (round trip from nearest CAI location)	Actual IRS allowed rate, currently $0.565 per mile
Travel Expense Meals	Actual Costs
Travel Expense Lodging	Actual Costs
Travel Expense Transportation	Actual Costs

CUSTOMER		COMPUTER ARTS, INC.	
1			8-29-13
Signature	Date	Signature	Date
2		Shane Harris	
Signature	Date	Printed Name	
3		CEO	
Signature	Date	Title	

Addendum A
Annual County Software License
And Maintenance Fees

Annual County Software License and Maintenance Fees described in this addendum shall be provided by Computer Arts, Inc. ("**CAI**") to Teton County ("**Customer**") by CAI Service Representatives and/or other CAI staff as necessary. This addendum takes effect October 1st, 2013 and supersedes all other Annual County Software License and Maintenance Fees Addenda to this Agreement. This Annual County Software License and Maintenance Fees Addendum shall remain in effect for the period of twelve (12) months, and shall be renewable thereafter by a separate written Annual County Software License and Maintenance Fees Addendum, entered by both parties.

	Estimate	Provide Actual
Teton County Population:	10,170	
Teton County Parcel Count:		

Program Maintenance	Annual Fee	Selection	Cost
Clerk's Financial System	$10,329.54	X	$10,329.54
Financial Imaging	$500.00		
Financial Claims Entry	$1,500.00		
Treasurer's Financial System	$1,929.94	X	$1,929.94
Indigent System	$2,005.98	X	$2,005.98
Indigent Imaging	$500.00	X	$500.00
Payroll System	$3,010.58	X	$3,010.58
Payroll Imaging	$500.00		
Payroll 401k Cap	$675.00		
Jury System	$2,867.22		
Jury Imaging	$500.00		
Recording System	$1,003.53	X	$1,003.53
Recording Imaging	$500.00	X	$500.00
E-Recording Module		X	
Recording Web Module	$500.00	X	$500.00
Civil Program	$2,006.14	X	$2,006.14
Civil Imaging	$500.00		
Building Permit Management (Rural Addressing)	$1,241.29		
Building Permit Imaging	$500.00		
Secure Image Management System	$992.79	X	$992.79
Imaging Stand-Alone (Non-CAI)	$500.00		
Imaging OCR Module	$1,000.00		
LID	$1,737.06		
Probation (per user)	$350.00		
Property Tax System			
Property Tax Imaging			
Property Tax Web Module			
		SOFTWARE LICENSE SUBTOTAL	**$22,778.50**
		CHANGES OR ADDITIONS	**$**
		TOTAL ANNUAL SOFTWARE LICENSE FEES	**$**

CUSTOMER

1

Signature Date

2

Signature Date

3

Signature Date

COMPUTER ARTS, INC.

Signature 8-29-13 Date

Shane Harris

Signature

Printed Name

CEO

Title

Addendum B
Annual County Software Support Fees

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Description	Fees
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CUSTOMER		COMPUTER ARTS, INC.	
1			8-29-13
Signature / Title	Date	Signature	Date
2		Shane Harris	
Signature / Title	Date	Printed Name	
3		CEO	
Signature / Title	Date	Title	

Addendum C
Annual IT Services
And
Networking Support Fees

Computer Arts, Inc. ("**CAI**") is a computer service organization, which provides a variety of computer services and equipment to multiple clients. This addendum takes effect October 1st, 2013 and supersedes all other Annual PC/Network Support Fees Addenda to this Agreement. This Annual PC/Network Support Fees Addendum shall remain in effect for the period of twelve (12) months, and shall be renewable thereafter by a separate written Annual PC/Network Support Fees Renewal Addendum, entered by both parties. The parties hereto agree that CAI will provide network services and any requested equipment to Teton County ("**Customer**") as hereinafter outlined. Said services shall include, but are not limited to, the following:

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NOTE – ON-SITE and VPN support requires security authorization and access to Customer's premise equipment by Customer to CAI support personnel. Additional security and communication equipment may be required.

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F. BILLING

PC/Networking service shall be provided on an "as-available" basis at rates specified in the Fees section H in this addendum. Customers may select the number of "Pre-Paid" service hours required and the associated guaranteed rate. CAI agrees to provide service at this guaranteed rate up to the number of hours selected.

Any unused PC/Networking hours of the contracted amount within one year of execution of this agreement shall be forfeited and payment for these hours will be due in full. Any PC/Networking hours used above and beyond the annual contracted amount by the Customer shall be billed monthly at the standard "Non Pre-Paid" rate as specified in the Fees section H in this addendum. Additional charges such as hardware/software sales will be invoiced upon receipt of the order. Associated travel expenses will be invoiced as specified in the Fees Section H of this addendum.

Addendum C
Annual IT Services
And
Networking Support Fees

G. WARRANTY

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H. FEES

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After Hours Support (5:00pm-8:00am MST, M-F business, holidays, weekends)	$100.00

Fiscal Year 2010-2011 Purchased	Fiscal Year 2011-2012 Purchased	Fiscal Year 2012-2013 Purchased	Recommended 2013-2014
501	250	245	550

Guaranteed Hours Calculation for new Fiscal Year

Select number of hours purchased	
Multiply by guaranteed rate (see chart above)	
New annual PC/Network Service Contract Price	

Travel Expenses associated with on-site PC/Network support

Travel Time (one way only)	$50.00 per hour per Technician
Travel Expense Mileage (round trip from nearest CAI location)	Actual IRS allowed rate, currently $0.565 per mile
Travel Expense Meals	Actual Costs
Travel Expense Lodging	Actual Costs
Travel Expense Transportation	Actual Costs

CUSTOMER

1

Signature Date

2

Signature Date

3

Signature Date

COMPUTER ARTS, INC.

Signature 5-29-13 Date

Shane Harris

Printed Name

CEO

Title

Computer Arts Inc.
LIMITED USE
SOFTWARE LICENSE AGREEMENT

This agreement is made effective October 1st, 2013 (the "Effective Date") by and between Computer Arts Inc. ("CAI") with offices at 320 SW 5th Ave Meridian, Idaho 83642 and Teton County ("Customer"), with offices at 150 Courthouse Drive Driggs, ID 83422 and supersedes all other License Agreements for the specified Software.

SOFTWARE	PLATFORM(S)	QUANTITY	FEES
CAI CAD System (Computer Aided Dispatch)	Back office Client/ Server (MS SQL Server)	1	$0
CAI RMS System (Records Management System)	Back office Client/ Server (MS SQL Server)	1	$1,500

1. TEMPORARY LICENSE: Subject to the provisions of this Agreement, CAI grants to Customer a non-exclusive, non-transferable, limited read only license, for the period of twelve (12) months from the Effective Date, to use (in object code form) the CAI software product(s) indicated above and accompanying documentation (collectively the "Software"), solely for Customer's ability to retrieve existing data. Any and all other associated CAI public safety software previously licensed not specified by this agreement must be immediately deactivated and removed. Each copy of Server level Software may be installed and used on a single server computer. Each copy of Desktop level software may be installed and used on a single workstation. The software shall be used only at Customer's premises identified above and shall not be moved without CAI's prior written consent.

2. RESTRICTIONS: Customer shall not sublicense, reverse engineer, decompile, modify, make the Software available outside its organization or use the Software in any service offered to customers outside its organization. Customer may not copy the Software, except in support of its use of the Software on a computer and in furtherance of the purposes of this Agreement, and on condition that no copy is used in any other manner or for any other purpose. In no event shall Customer make more than five (5) copies of the Software. Customer shall not remove or alter any designation or mark on the Software. The Software may not be used in hazardous environments requiring fail safe controls such as, but not limited to, operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, and life support or weapons systems. Customer shall comply with all laws in connection with its use of the Software, including, but not limited to, U.S. and Canadian export control legislation. The media on which the Software is provided to Customer may contain copies of the Software for platforms other than those listed above or other software. Only the copy of the Software for the platforms indicated above is licensed under this Agreement. The media may also contain one or more separately installable third party software products (each a "Third Party Product"). Third Party Products are provided to Customer by CAI "AS IS" without warranty of any kind. Any Third Party Product may be used by Customer only if Customer accepts the applicable separate license for such Third Party Product included in the installation procedure and may not be used after termination of this Agreement.

3. TERMINATION: This Agreement shall automatically terminate twelve (12) months from the Effective Date hereof. CAI may terminate this Agreement at any time upon notice if Customer breaches any provision of this Agreement or commits any act of bankruptcy, becomes insolvent, makes an assignment for the benefit of creditors or ceases to do business as a going concern. Upon termination of this Agreement, Customer shall promptly certify in writing to CAI that all copies of the Software have been removed from its computer systems and destroyed.

4. TITLE: CAI and/or its licensors retain exclusive ownership of the Software and all rights therein including without limiting the foregoing all trade secret, patent, trademark and copyrights therein. Customer's rights to use the Software are limited to those expressly set out in this Agreement. The software and any electronic access code represent confidential information and trade secrets belonging to CAI and its licensors ("Confidential Information"). Customer may disclose such Confidential Information only to those of its own employees or contractors with a need to know for the Customer's authorized use and shall use at least the same degree of care as Customer employs with respect to its own confidential information, but no less than a reasonable degree of care, to avoid disclosure to third parties. Customer shall have no obligation with respect to any information that is already known to it without obligation of confidentiality; is independently developed without use of any Confidential Information; or becomes publicly known through no wrongful act of Customer.

5. SOFTWARE SUPPORT: There shall be no software support and/or software maintenance by CAI included as part of this agreement. The Software will remain "AS IS" with no updates, revisions or enhancements during the terms of this Agreement.

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CUSTOMER_____

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Name Title Date

COMPUTER ARTS INC.

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Name Title Date