

Teton County Idaho Commissioners' Meeting Agenda
TUESDAY, May 26, 2015 - 9:00 am
150 Courthouse Drive, Driggs, ID – 1st Floor Meeting Room

9:00 **Meeting Called to Order** – Bill Leake, Chair
Amendments to agenda if any

Board of Equalization *if necessary*

Planning & Building – Jason Boal, PA

1. **PUBLIC HEARING: Preliminary Plat Approval for an AMENDMENT to Targhee Ranches Subdivision Division 1, LOT 33.** Robert Howard & Cherry Payne are proposing an AMENDMENT to Targhee Ranch Subdivision Division 1 lot 33, which would divide the 3.3 acre lot into two 1.65 acre lots. This project is located at approximately 1488 Table Rock Drive, in the City of Driggs Area of Impact.
Legal Description: LOT 33 TARGHEE RANCH SEC 19 T5N R46E. Teton County, ID. RP000700000330
2. Department Report

9:30 **Open Mic**
if no speakers, we will go to next item

DEPARTMENT BUSINESS

Public Works – Darryl Johnson

1. Solid Waste – Saul Varela, Supervisor
 - a. Landfill Cap Rehabilitation Construction Contract
 - b. Landfill Cap General Fill Material Contract
 - c. Waste Collection RFB
2. Road & Bridge – Clay Smith, Supervisor
 - a. Project(s) Report
3. Engineering
 - a. E5000S Reconstruction RFB
 - b. W6000S Reconstruction Design

Treasurer – Bev Palm

1. Cancellation of Taxes

- 10:45 Clerk – Mary Lou Hansen
1. Canvass May 19, 2015 Election Results
 2. Review Draft LEP Plan (Civil Rights Title VI)
 3. FY 2016 Budget Memo #2
 - a. Non-Profit Funding (Geotourism)

BREAK

- 1:00 **Ambulance Service District**
Robert Veilluex, Director
1. Approve Available Minutes
 2. Quarterly Report
 3. EMS III FY 2016 Grant Request

Medicaid Expansion

Keith Gnagey, CEO TVHC

Eastern ID Public Health Report

Geri Rackow, ED

Administrative Business

will be dealt with as time permits

1. Approve Available Minutes
2. Other Business
 - a. TV Health Care Qtly Report
 - b. Board Appointment Admin. Policy
 - c. Dale Burr request
 - d. Ag Exemption for 5 acres & less
 - e. Drought Declaration
 - f. Fair Grounds Inspection Report
 - g. Centennial
3. Committee Reports
4. Priorities Check-up
5. Claims

Executive Session per IC§67-2345

(1)(b) Personnel

ADJOURN

Upcoming Meetings

June 8 – 9:00 am Regular Meeting of the Board
June 17 & 18 – FY 2016 Budget Work Sessions
June 22 – 9:00 am Regular Meeting of the Board



FROM: Planning Staff, Jason Boal
TO: Board of County Commissioners
RE: Planning & Building Department Update
MEETING: May 26, 2015

Long-Range Projects:

- Land Use Code Revisions
 - PZC started to review the Rural Zones. Had very productive meeting on 5/19.
 - PZC would like to have a combined work meeting before we start public outreach push.
 - Staff is working on public education pieces so they are ready prior to the outreach push. Would the 6th of June work for that combined meeting?

Summer Hours- See Attached Memo/Motion

LEC Art Display- Teton County obtained a phone booth from a property owner in town. The intent was to work with the Teton Arts Council to create an outdoor gallery using the phone booth. We had several local businesses volunteer time and supplies to fix up the booth.

I met with Mona Kovalius Monroe from the Arts Council last week. They are very excited about project.

Currently the phone booth needs some glass replaced and some hardware on the door replaced. I am having a difficult time running down the hardware. One option is to remove the door and utilize more accessible hardware to fix it. This would allow us to install it and the Arts Council to begin utilizing it. We are shooting for a July 1st "opening".



FROM: Planning & Building Administrator, Jason Boal
TO: Board of County Commissioners
RE: Planning & Building Department Summer Hours
MEETING: May 11, 2015

As discussed in the May 11th meeting I would like to propose summer hours for my department. The department would be open from 8am-5pm, 5 days a week, but we would have lighter staffing on Fridays. (Employees would need to start at 7:30 or work until 5:30 to accommodate their lunch.) Every employee would work between 8.75 to 9 hours a day, so the extra accrued time would be used for the one day off every 2 week. It is not intended to create any additional comp time with employees working over 40 hrs. a week, however there are currently weeks where my employees do work over 40 hours and this aspect would not change.

This would entail:

- 1) Employee's 40 hr work week in my department would start at 1:00pm on Friday afternoon.
- 2) This would be in effect for June –September this year (we may revisit it next year)

The time sheet would look like this:

Date:	Date:	Date:	Date:	Date:	Date:	Hours per week
FRIDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	
Start: 1:00pm	Start: 7:30am	Start: 7:30am	Start: 7:30am	Start: 7:30am	Start:	
End: 5pm	End: 5:00pm	End: 5:00pm	End: 5:00pm	End: 5:00pm	End:12:00pm	
Less Lunch:	Less Lunch: .5	Less Lunch: .5	Less Lunch: .5	Less Lunch: .5	Less Lunch:	
Total Hours Worked						
4	9	9	9	9	0	40

Date:	Date:	Date:	Date:	Date:	Date:	Hours per week
FRIDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	
Start: 1:00pm	Start: 7:30am	Start: 7:30am	Start: 7:30am	Start: 7:30am	Start: 8:00am	
End:	End: 5:00pm	End: 5:00pm	End: 5:00pm	End: 5:00pm	End: 12pm	
Less Lunch:	Less Lunch: .5	Less Lunch: .5	Less Lunch: .5	Less Lunch: .5	Less Lunch:	
Total Hours Worked						
0	9	9	9	9	4	40



FROM: Teton County Board of County Commissioners
TO: Teton County Payroll
RE: Planning & Building Department Summer Hours

Effective May 25th – October 11th

- 1) Please revise the following employees work week to start at 1:00pm on Friday, as reflected in the schedule show bellow.
- a. Tom Davis
 - b. Wendy Danielson
 - c. Kristin Rader

The time sheet would look like this:

Date:	Date:	Date:	Date:	Date:	Date:	Hours per week
FRIDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	
Start: 1:00pm	Start: 7:30am	Start: 7:30am	Start: 7:30am	Start: 7:30am	Start:	
End: 5pm	End: 5:00pm	End: 5:00pm	End: 5:00pm	End: 5:00pm	End: 12:00pm	
Less Lunch:	Less Lunch: .5	Less Lunch: .5	Less Lunch: .5	Less Lunch: .5	Less Lunch:	
Total Hours Worked						
4	9	9	9	9	0	40

Date:	Date:	Date:	Date:	Date:	Date:	Hours per week
FRIDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	
Start: 1:00pm	Start: 7:30am	Start: 7:30am	Start: 7:30am	Start: 7:30am	Start: 8:00am	
End:	End: 5:00pm	End: 5:00pm	End: 5:00pm	End: 5:00pm	End: 12pm	
Less Lunch:	Less Lunch: .5	Less Lunch: .5	Less Lunch: .5	Less Lunch: .5	Less Lunch:	
Total Hours Worked						
0	9	9	9	9	4	40

Bill Leake, Chair- Teton County Board of County Commissioners



WK: 208-354-0245
djohnson@co.teton.id.us

**Public Works Department
MEMORANDUM**

150 Courthouse Drive
Driggs, ID 83422

May 20, 2015

TO: Board of County Commissioners
FROM: Teton County Public Works Director – Darryl Johnson, PE, PLS
SUBJECT: Public Works Update

The following items are for your review and discussion at the May 26, 2015 meeting.

SOLID WASTE

Community Cleanup Update: Cleanup Day for the Teton County Transfer Station was Saturday, May 16. The County received 176 vehicles totaling of 6010 tons. This was down from numbers in previous years but we suspect it was due to Tetonia, Driggs and Victor all participating in recycling collection on that day as well.

Weigh Master Replacement: The Transfer Station has made an offer for the Weigh Master Position and hopes to have the new employee on board immediately.

Transfer Station Foreman Replacement: Our current Transfer Station Foreman gave his 2 week notice on 5/16/2015. The Transfer Station is currently receiving applications to fill this position.

Landfill Cap Update: Bids for the Landfill Cap Rehabilitation construction were received until 2:00 on Friday 5/15/2015. Bids were publicly opened. Bids received are as follows:

Company	Bid	
DePatco Inc	\$622,200.00	Low Bid
HK Contractors Inc	\$740,151.00	
MD Landscaping & Excavation Inc	\$912,065.00	

After review of bid documents, It has been determined that DePatco is the apparent responsible low bid.

ACTION ITEM: Motion to award the Landfill Cap Rehabilitation Construction project to DePacto Inc for a cost not to exceed \$622,200.

Landfill Cap General Fill Material: The Landfill Cap Rehabilitation project needs approximately 47,000 cubic yards of general fill to re-shape the site. Bids were received from 3 contractors that operate near the landfill with acceptable material. Bid results are attached.

Action Excavation is the apparent low bid. The County will contract for material to be hauled to the landfill cap site.

ACTION ITEM: Motion to award the General Fill Contract to Action Excavation for a cost not to exceed \$155,000.

Waste Collection Recommended Request for Proposals & Contract Language: Attached for your review is a narrative summarizing the Waste Collection Procurement Team efforts and recommended language for a Waste Collection RFP and Contract. If the BoCC would like to discuss in detail, I would suggest a time be scheduled specifically for review of the attached documents. In order to allow for startup time and have a provider in full operation before winter conditions, the RFP should be advertised fairly close to the schedule outlined in the RFP draft document.

ROAD & BRIDGE

Road & Bridge Crews:

- Gravel overlays have been completed on W9000S and W9500S
- Crews continue grading when conditions allow
- Crews have begun work on reconstruction of S4000W
- Crack seal efforts have begun
- Oil for the chip seal patching efforts continue

ENGINEERING

E5000S Road Reconstruction: Bid documents are available to contractors for the E5000S Reconstruction Project. A Pre-Bid Meeting is scheduled for Bids will be received until 10:00 a.m. on Thursday, June 4. Bids will be publicly opened at 10:05 a.m. at the County Courthouse.

W6000S Road Reconstruction: Public notice information was submitted to the Corps of Engineers on 5/21/2015. If the Corps deems the information submitted is complete, the project will be noticed. Further mitigation requirements will depend on response to the notice.

FORSGREN *Associates Inc.*

May 20, 2015

Darryl Johnson, P.E.
Teton County Director of Public Works
150 Courthouse Way
Driggs, ID 83422

RE: Teton County Landfill Cap Rehabilitation
Teton County, Idaho
Project No. 01-13-0031

Dear Mr. Johnson,

Forsgren Associates, Inc. is in receipt of the bids for the Teton County Landfill Cap Rehabilitation project as collected by the County. Bidding has been conducted in accordance with Idaho Code IC 67-2805. Three contractors submitted bids for the referenced project. No other information has been provided. Bids were received from the following contractors:

- DePatco, Inc.
- HK Contractors, Inc.
- MD Landscaping and Excavation, Inc.

BASIS OF EVALUATION

Forsgren Associates has reviewed each bid in accordance with the requirements of the bid documents and specifications. Each bid was evaluated first to determine if the bid was responsive or non-responsive. Responsive bids must contain sufficient evidence to determine compliance with the following minimum criteria:

- On the Planholders List
- Addenda acknowledged
- Bid Form filled out properly
- Bid Form signed
- Bid Bond included
- Proper Public Works License
- Bid Attachments completed

All of the bids appeared to comply with these criteria and are considered responsive.

EVALUATION OF RESPONSIVE BIDS

The bids were then evaluated based on the total amount bid by each bidder. The County is obligated to either accept the lowest responsive bid or reject all bids. The attached bid tabulation provides the detailed bid values for each bidder.

A summary of the bid results is as follows:

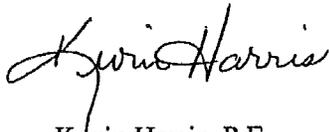
Bidder	Bid
DePatco, Inc.	\$622,200.00
HK Contractors, Inc.	\$740,150.50
MD Landscaping and Excavation, Inc.	\$912,065.00

It is the opinion of the Engineer that the County has received competitive responsive bids for the project and recommends award to:

- DePatco, Inc. for a total of \$622,200.00.

If you have any questions please feel free to contact me at (208) 356-9201.

Sincerely,
Forsgren Associates, Inc.



Kevin Harris, P.E.
Project Manager

Attachment: Bid Tabulation

cc: File

Teton County Landfill Cap Rehabilitation
 Bid Tabulation Worksheet
 5/15/2015
 01-13-0031

				MD Landscaping and Excavation, Inc.		HK Contractors, Inc.		DePatco, Inc.	
BID ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Provide all Mobilization, Staging, Bonds, Insurance, Demobilization, Other Incidentals, and Cleanup Necessary to Perform the Work	LS	1	\$ 34,345.00	\$ 34,345.00	\$ 143,600.00	\$ 143,600.00	\$ 53,500.00	\$ 53,500.00
2	Grub Vegetation, Strip and Stockpile Top Soil	SY	89,000	\$ 1.24	\$ 110,360.00	\$ 0.40	\$ 35,600.00	\$ 0.55	\$ 48,950.00
3	Remove and Stockpile Existing Cap Material	CY	44,000	\$ 3.85	\$ 169,400.00	\$ 2.25	\$ 99,000.00	\$ 2.35	\$ 103,400.00
4	Place and Grade General Fill Material	CY	45,000	\$ 1.75	\$ 78,750.00	\$ 2.35	\$ 105,750.00	\$ 2.50	\$ 112,500.00
5	Place and Grade Stockpiled ET Cap Material	CY	74,000	\$ 4.05	\$ 299,700.00	\$ 1.15	\$ 85,100.00	\$ 1.35	\$ 99,900.00
6	Replace Stockpiled Topsoil	SY	89,000	\$ 0.75	\$ 66,750.00	\$ 0.80	\$ 71,200.00	\$ 0.85	\$ 75,650.00
7	Reseed Landfill	Acres	18	\$ 1,675.00	\$ 30,150.00	\$ 1,100.00	\$ 19,800.00	\$ 975.00	\$ 17,550.00
8	Provide and Install Swale Liner	SF	7,000	\$ 3.73	\$ 26,110.00	\$ 2.90	\$ 20,300.00	\$ 1.25	\$ 8,750.00
9	Provide and Install Lysimeter Test Pads	LS	1	\$ 33,500.00	\$ 33,500.00	\$ 56,200.00	\$ 56,200.00	\$ 42,500.00	\$ 42,500.00
10	Construct Site Fencing	LS	1	\$ 13,500.00	\$ 13,500.00	\$ 58,600.00	\$ 58,600.00	\$ 12,000.00	\$ 12,000.00
11	Force Account	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
12	Provide Construction Surveying								
12A	Owner Provided Survey	HR	150	\$ 166.67	\$ 25,000.00	\$ 166.67	\$ 25,000.00	\$ 166.67	\$ 25,000.00
12B	Contractor Provided Survey	LS	1	\$ 4,500.00	\$ 4,500.00	\$ 0.50	\$ 0.50	\$ 2,500.00	\$ 2,500.00
GRAND TOTAL					\$912,065.00		\$740,150.50		\$622,200.00



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

Project: Landfill Cap General Fill Material
Subject: Bid Comparison
By: D Johnson
Date: 5/20/2015

COMPANY	ESTIMATE \$/CY		
	Base Bid	Alt Bid I	Alt Bid II
	Material Only	Material & Load	Material & Haul
Action Excavatin LLC	\$0.49	\$1.31	\$3.31
HK Excavation	\$0.75	N/A	N/A
Walters Ready Mix	\$0.90	\$1.35	\$3.90



WK: 208-354-0245
djohnson@co.teton.id.us

Public Works Department
MEMORANDUM

150 Courthouse Drive
Driggs, ID 83422

DATE May 20, 2015

TO: Board of County Commissioners
FROM: Darryl Johnson, PE, PLS - Teton County Public Works Director
SUBJECT: Waste Collection Procurement Committee

Background: The Teton County Waste Collection contract with Voorhees expired on September 31, 2014. The contract was a 10 year, exclusive contract. During the fall of 2014, Teton County Commissioners, Public Works Director, Solid Waste Supervisor, and Prosecuting Attorney worked to negotiate a new, non-exclusive contract with Voorhees Sanitation. A special Board of County Commissioners (BoCC) work session was held on November 17, 2014 with Voorhees and RAD representatives to discuss contract options. Commissioner Goals for waste disposal were identified as:

1. Dispose of waste throughout the county responsibly and safely
2. Reduce the tonnage being shipped to Jefferson County through diversion
3. Reduce the cost to the tax payer
4. Have fair and equitable fees at the transfer station
5. Increase the level of service both at the transfer station and well as curbside pick-up
6. Increase the amount of recyclables at the transfer station & by private businesses
7. Determine best value for the county and the residents: an exclusive hauler contract vs. open to anyone
8. Keep the entire process of managing waste as simple as possible for the public
9. Improve and increase public awareness and education of waste management options

The board asked the Public Works Director to coordinate a procurement committee for the purpose of writing a waste and recyclables request for proposals and waste & recyclable collection contract for residents of Teton County.

Waste Procurement Committee: A committee was assembled with representatives from Teton County. The goal in committee selection was to get representatives from all parts of the valley as well as those currently involved with local diversion & recycling efforts. Committee members were:

Bob Benedict
Ashley Koehler
Kathy Spitzer
Jen Werlin

Mary Lou Hansen
Sid Kunz
Saul Varela

Darryl Johnson
Bill Leake
Isabel Waddell

The Waste Procurement Committee met on 12/18/2014, 1/8/2015, 2/5/2015, 3/5/2015, and 4/2/2015. The purpose of the committee was to establish a set of recommended waste and

recyclable collection goals that would help lead the county's waste collection and diversion efforts. Deliverables would include:

1. A summary report to the BoCC with recommended waste and recyclable collection goals
2. Recommended Request for Proposal (RFP) for waste and recyclable collection services
3. Recommended waste and recyclable collection contract

Waste Collection Goals: Teton County Waste Management Goals were established as a guideline for writing the RFP and guidance for the county's efforts in improving our diversion rates and recycling efforts. Those goals are attached to this memorandum.

Contract Recommendations: The committee determined it would be in the resident's best interest to recommend an exclusive contract. The exclusive contract would give the county more control of how waste and recyclables would be collected, would minimize the impact to residents, and would minimize the impact to county roads. Duration of the contract was initially agreed to be 2-3 years. Ultimately, the committee realized there might be cost savings to residents if the contract were for a longer period of time. The contract is written with a base 3 year contract and the option for applicants to provide services under a 7 year contract to understand what cost savings would be associated with a long-term contract.

The recommended contract format was created to allow for all proposal applicants to demonstrate and apply their knowledge of waste and recyclable collection and knowledge of the community in establishing services that will be provided to the county.

Attached with this memorandum are:

- Teton County Waste Management Goals
- Request for Proposal Waste & Recyclables Collection – DRAFT
- Exclusive Franchise Agreement for Collection and Disposal of Materials in Teton County - DRAFT

TETON COUNTY WASTE MANAGEMENT GOALS

GOAL 1: Dispose of waste throughout the county responsibly and safely.

- Include hazardous waste screening language in Contract
- Consider a mandatory demolition permit to ensure proper handling of materials (not in contract (NIC))
- Consider building permit deposits to encourage contractor sorting of C&D waste (NIC)
- Education – distribute literature informing the public of new permits & requirements (include in contract & promote beyond waste collection contract)
- Provide only bear safe options in designated bear zones

GOAL 2: Reduce tonnage being shipped to Jefferson County through Diversion

- Request diversion goal in Contract, contractor to balance goal with cost
- Contract to require specific reporting from the hauler to show how they are meeting the established diversion goal
- Contract to include hauler fund, develop and maintain a recycling education program that includes household waste, green waste, e-waste, C&D etc.
- Hauler offer different recycling services, i.e. separated or co-mingled, remote sites
- Conduct waste material audits to identify other recycling opportunities and identify where we would see our largest return on recycling

GOAL 3: Reduce the cost to tax payer

- Consider how to achieve an economy of scale to bring collection costs down.
 - Encourage discussions with cities to consider/evaluate benefits of mandated collection within densely populated areas of the County
 - What is the percent of curbside waste and recycling collection currently for City residents?
 - Propose collection rates for City residents and dense neighborhoods – possibly reducing collection costs

GOAL 4: Have fair and equitable fees at the transfer station

- Continue supporting higher fees for unsorted loads

GOAL 5: Increase the level of service both at the transfer station and by private businesses

- Provide different levels/options for waste and recycling collection services
- Expand hours of operation to the public

GOAL 6: Increase the amount of recyclables collected at the transfer station by private businesses

- Make it clear that the goal is to increase the volume of recyclables collected, not to increase the variety of materials collected for recycling
- Consider ban on throwing away cardboard

GOAL 7: Determine the best value for the County and the residents, exclusive vs. non-exclusive hauler contract

GOAL 8: Keep the entire process of managing waste as simple as possible for the public

- Less sorting = easier
 - Consider mandatory single-stream curbside recycling (long term goal)
 - Sorted remotely
 - Sorted at the Transfer Station
 - Dual-stream curbside recycling
- Expand hours of operation to the public
- Consider recycle bins in front of weigh-station
- Consider options for remote recycle collection Consider mobile recycling

GOAL 9: Improve and increase public awareness and education of waste management options

- Contract to include hauler fund, develop and maintain a recycling education program that includes household waste, green waste, e-waste, C&D etc.
- Support recycle non-profits



**REQUEST FOR PROPOSAL
WASTE & RECYCLABLES
COLLECTION**

TETON COUNTY, IDAHO

Teton County Courthouse 150 Courthouse Drive
Driggs, Idaho, 83422

Spring 2015

Contents

1. TETON COUNTY WASTE & RECYCLE COLLECTION GOALS.....	3
2. INTRODUCTION.....	3
3. TIME SCHEDULE	5
4. INSTRUCTIONS TO BIDDERS.....	5
5. PROPOSAL EVALUATION	7
6. TERMS AND CONDITIONS	8
7. SCOPE OF SERVICES	9
8. FORMS.....	11

1. TETON COUNTY WASTE & RECYCLE COLLECTION GOALS

Teton County aims to achieve the following objectives by incorporating them into this Waste and Recyclables Collection RFP:

1. Dispose of waste throughout the county responsibly and safely
2. Reduce tonnage being shipped to Jefferson County through diversion
3. Minimize cost to tax payers
4. Have fair and equitable fees at the transfer station
5. Increase level of service both at the transfer station and private businesses
6. Increase the amount of recyclables collected at the transfer station by private businesses
7. Determine the best value for the county and residents
8. Keep the entire process of managing waste as simple as possible for the public
9. Improve and increase public awareness and education program that includes household waste, green waste, e-waste, C&D, etc.

2. INTRODUCTION

The County of Teton in the State of Idaho ("County") is soliciting responses to this Request for Proposals (RFP) for solid waste and recyclables collection from qualified providers. The area to be served by this RFP is the unincorporated boundaries of Teton County. The initial exclusive contract term will be determined by the bid proposals to be either three (3) or seven (7) years with the option to extend for one (1) additional term with modification, not to exceed seven (7) years. The contract will be reviewed with the aim of improving on the framework to meet the long term needs and goals of the County.

The 2010 United States Census data showed the Teton County population to be approximately 10,170. The estimated unincorporated population of Teton County is 5,670.

Teton county solid waste collection is a voluntary service. A ten (10) year exclusive contract with Voorhees Sanitation recently expired in September of 2014. Teton County does not currently have a contract for curbside collection of waste or recyclables. Currently Voorhees Sanitation offers solid waste collection and RAD and RAM offer various levels of recyclable collection in Teton County.

The County owns and operates a solid waste transfer station located at 1088 Cemetery Road. Currently, waste collection contractors take all waste to the Transfer Station. The hauler is weighed and tipping fees are assessed at a negotiated price. Solid waste is hauled from the Transfer Station to the Circular butte Landfill located in Terreton, Idaho under a separate contract.

As a mountain community, Teton County has strong values related to the integrity of our natural systems, systems that are fundamental to the wellbeing of our community and the viability of our economy. The winning proposal will encourage appropriate waste streaming decisions by the

public, reduce per capita residual waste (waste that currently goes to the landfill), and deliver cost saving to Teton County and its constituents.

The transfer station currently recycles the following traditional materials:

Paper:

- Newspaper
- Office
- Notebooks
- Magazines
- Phone Books
- No Grey Board or Box Cutter Board
- No Brown Paper

Glass:

- Bottles and Jars
- Without lids
- No window panes
- No drinking glasses or ceramics

Corrugated Cardboard

- NO pizza boxes or food residue

Aluminum Cans

Plastics:

- # 1's & # 2 bottles or jugs. NO lids
- The neck MUST be narrower than the base

E-Waste:

- Televisions: any size
- Cell phones
- iPods/MP3 players
- Digital Cameras
- PDA's and palm pilots
- Computers
- Printers/Fax
- Ink Cartridges

Tin Cans

Batteries (all)

The Transfer Station does not currently accept:

Household hazardous waste is defined as any substance that will no longer be used for its intended purpose and exhibits any of the following characteristics; it's flammable, reactive with other chemicals to emit toxic gases, or becomes explosive; it's corrosive or toxic to humans and animals. This includes; antifreeze, acid-based products, ammonia-based cleaners and photo chemicals, flammable liquids such as paint, brake fluid, hydrogen peroxide, nitrites and nitrates, flammable solids such as adhesives, glues, waxes and silicone sealants, aerosols, poisons, pesticides and asbestos containing materials.

Teton County Idaho will reimburse up to \$150/year of cost for materials taken to the Teton County Wyoming Household Hazardous Waste Disposal Facility with proper receipt submitted to the Weigh master or at the courthouse.

Teton County desires to increase efficiencies in solid waste management by reducing solid waste. The County is seeking a firm who will continue the existing voluntary solid waste collection services and also provide voluntary curbside recyclable collection as outlined in the Scope of Services.

Another solid waste issue that Teton County faces are human/bear conflicts. Bears are lured into residential and commercial areas by garbage and other non natural food sources. Conflicts are intensified when local residents or visitors fail to properly dispose of their garbage or make other human sourced foods available to bears. Teton County is looking for help from the contractor in educating the public regarding bear conflict and ensuring waste receptacles in the bear conflict areas are bear-proof.

3. TIME SCHEDULE

The County will follow the following general timetable:

- | | |
|--|------------------|
| a. Issue RFP for collection services | June 1, 2015 |
| b. Deadline for submitting written questions | June 20, 2015 |
| c. Proposals Due; 10:00 a.m. local time | July 1, 2015 |
| d. Presentation to BoCC (if necessary) | July 15, 2015 |
| e. Contract Award | July 31, 2015 |
| f. Collection Service start | November 1, 2015 |

4. INSTRUCTIONS TO BIDDERS

- a. All responses shall be sent to:

Teton County
Attention: Darryl Johnson/Public Works Director
150 Courthouse Drive
Driggs, ID 83422
(208) 354-0245

OR hand delivered to the County Clerk/Recorder office
at 150 Courthouse Drive, Driggs, ID

- b. Any questions concerning the County's RFP process shall be directed to Darryl Johnson, Public Works Director at (208) 354-0245 or emailed to djohnson@co.teton.id.us.
- c. Please place five (5) copies of your RFP in a sealed envelope and clearly label "RFP for Waste & Recyclables Collection" and the name of the respondent.
- d. Proposals should be prepared simply and economically, providing a straight forward, concise description of provider capabilities to satisfy the requirements of the request. Emphasis should be on completeness and clarity of content. Use of both sides of paper sheets for any submittals to the County is desirable whenever practicable.
- e. An authorized representative of the firm must complete and sign at least one (1) original of its RFP, certifying the truth of the statements and representations made in the RFP. This can be addressed in the cover letter.
- f. To be selected, bidders must demonstrate that their equipment and personnel can perform, and provide the service called for under the contract. Responses should emphasize the bidder's qualifications and experience regarding all aspects of the Services.

- g. Additionally, bidders are expected to be knowledgeable about customer service, service standards, complaint resolution programs, quality management and other matters necessary to ensure high quality customer service throughout the term of the contract.
- h. Bidders are encouraged to read and understand the terms of the attached contract and be prepared to sign without substantial change.
- i. Bidders are expected to be familiar with the service area, local (Teton County) conditions, terrain and streets.
- j. Bidders are expected to be familiar with the Teton County Transfer Station hours of operation and general operations.
- k. At a minimum, **all** of the following information **MUST** be furnished by each bidder. The information provided must be complete and accurate. Any omission, inaccuracy, or misstatement may be cause for rejection of the proposal.
 - i. Cover Letter: letter should introduce your team, identify the single point of contact, and provide the contact telephone number and address. This letter should include a statement committing the personnel and resources identified in the proposer's submittal. It should also include:
 - 1.Full, correct legal name and type of business entity,
 - 2.Address (street and mailing),
 - 3.Name of respondent's representative for purposes of notice or other communications regarding the RFP,
 - 4.Telephone, facsimile numbers and email addresses of the office and the representative.
 - i. Proposal Forms: All proposal form charts listed under the "Forms" section of this RFP. Bidders are not required to bid on all services. Enter "n/a" if you do not wish to bid on providing that service.
 - ii. Public education plan
 - iii. Hazardous waste screening plan
 - iv. Implementation plan
 - v. Process operation plan including options offered for both waste and recyclables collection
 - vi. Diversion plan with measurable goals. Identify short, mid and long range goals
 - vii. Franchise fee structure
- l. The County encourages bidders to provide their own creative alternative proposal/bid if they find it useful. Please submit any alternative options as a separate proposal. If any other type of alternative option is proposed, proponents are also requested to submit the alternative or option as a separate proposal.

- m. Proposals should be comprehensive and designed to cover all areas of solid waste and recycling collection. The County reserves the right to review or reject such proposals.

5. PROPOSAL EVALUATION

- a. Proposals will be evaluated based on the service provider's ability to provide the required services in a cost effective professional manner.
- b. A review committee will be formed consisting of three to five people from the county. Proposals will be evaluated on the basis of the following criteria:
 - i. Proposer's ability to meet the County's service needs
 - ii. Cost effectiveness and value
 - iii. Conformance to the terms of the RFP and the Contract
 - iv. Contractor's customer service record
 - v. Contractor's ability to deliver high-quality, cost-effective services to customers
 - vi. Contractor's billing system
 - vii. Minimizing impacts on taxpayers
 - viii. Proposal's ability to increase Teton County's diversion rates and reduce waste
 - ix. Waste minimization promotion and education plan
 - x. Innovative, responsive management
 - xi. Ability to ensure consistent, reliable quality service
 - xii. Equipment quality
 - xiii. Service options
- c. During the RFP process, bidders may be required to attend interviews, and give presentations as requested.
- d. The committee's recommendation will be presented to the Board of County Commissioners within 45 days of RFP opening.
- e. The Board of County Commissioners will select, at a timeline of their choosing, the most qualified firm on the basis of demonstrated competence and qualifications for waste and recyclables collection services. Additional information or interviews may be requested.
- f. All applicant will be notified of the Board of County Commissioner's choice.
- g. Final approval of any selected applicant is subject to the action of the Board of County Commissioners.

6. TERMS AND CONDITIONS

- a. The opening of any RFP response does not constitute acceptance of such respondent as a responsible, qualified respondent.
- b. The County reserves the right to request clarification of information submitted, and to request additional information from any consultant.
- c. Any RFP response may be withdrawn up until the date and time set above for opening of the RFP responses.
- d. The County reserves the right, in its sole discretion, to reject any and all RFP's and to waive any minor technicality, informality or irregularity in any RFP responses received for any reason at any time prior to entering into a contract to perform the Services. Without limiting the foregoing, the County specifically reserves the right to reject a proposal if the respondent fails to furnish the data required by this RFP or if the proposal is in any way incomplete or irregular. Teton County is not bound to accept the lowest price or any of the submitted proposals.
- e. The information contained in this RFP is supplied solely as a guideline for proponents. The information is not guaranteed or warranted to be accurate by the County, nor is it necessarily comprehensive.
- f. The County shall not be responsible for any costs incurred by the firm in preparing, submitting or presenting its response to the RFP.
- g. If a written contract cannot be negotiated within 20 days of notification to the lead proponent, Teton County may, at its discretion at any time thereafter, terminate negotiations with that firm and either negotiate a contract with the next qualified proponent or cancel the RFP process and not enter into a contract with any firm.
- h. Firms shall not directly or indirectly communicate with any other firm regarding the preparation or presentation of their proposals, or in connection with the Proposal engage in any collusion, fraud or unfair competition.
- i. Firms may submit written questions concerning this RFP to the Contact Person for receipt no later than 5:00 PM local time on June 20, 2015. Questions may also be submitted to Darryl Johnson via email at djohnson@co.teton.id.us or by facsimile at (208)354-8778. Questions received after the stated deadline will not be answered. No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the RFP, and changes to the RFP, if any, shall be made in writing only and issued in the form of an Addendum to the RFP. All addenda will be noticed on the County website at www.tetoncountyidaho.gov.
- j. The County encourages minority and women-owned firms to submit qualifications consistent with the County's policy to ensure that minority and women-owned firms are afforded the maximum practicable opportunity to compete for and obtain public contracts for services.
- k. Through the submission of a proposal, the firm agrees to all terms and conditions of this RFP.

7. SCOPE OF SERVICES

SERVICE PROVIDED

Teton County is requesting proposals from qualified solid waste collection service providers to collect solid waste and recyclables within Teton County in accordance with their agreement with Teton County and local, state and federal laws. The successful bidder is required to dispose of all waste and recyclables collected from Teton County at the Teton County Transfer Station. The bidder shall be responsible for providing equipment, labor, supervision and supplies necessary to perform the contracted services.

Proposed Contract: Service area is the legal boundaries of Teton County, Idaho excluding the city limits of the cities of Victor, Driggs and Teton. Provide non-mandatory curbside waste and recycling collection services to residents and businesses.

CONTAINERS

Proposed Contract: Franchisee shall purchase and provide appropriate containers to customers based on level of service for which the customer subscribes and area in which customer is located. Franchisee shall deliver, service and maintain all containers as appropriate. Bidders shall identify container sizes and options in the Bid Forms.

CUSTOMER SERVICE

Proposed Contract: Franchisee will maintain regular business hours and provide a customer service representative to respond to public inquiries and complaints. Franchisee will be responsible for all customer services related to waste or recyclable material collections and disposal. Customer service shall include all necessary information required to provide an effective solid waste and recycling collection service. In general, customer service shall include delivering new containers, servicing containers, customer education, container labeling, communicating container sizes, types and frequency of service or service level options, billing, and handling all calls relating to services, changes to service and missed service. All complaints will be investigated by Franchisee and remedied in a timely manner.

Franchisee shall develop and keep current a web site listing services provided and associated rates. Education awareness will also be provided on the web site.

Franchisee shall be responsible for developing and executing a public education plan. Bidders shall submit a detailed public education plan as a part of their proposal.

Franchisee is responsible for all billing and collection activities with subscribers.

DURATION OF CONTRACT

Proposed Contract: Bid Forms to be completed by Bidder allow for unit costs based on a three (3) year and seven (7) year contract. The County will determine which is most beneficial based on bids. The County may exercise the option to extend the contract for one (1) additional term with modification, not to exceed seven (7) years.

DIVERSION OF SOLID WASTE

Proposed Contract: Curbside recycling shall be a part of the contract. Bidder shall complete

Bid Forms outlining recycling options that will be available. Bidder shall also submit a Proposed Diversion Plan with measurable goals. The Diversion Plan should identify short, mid and long range goals. The plan should specify the details of diversion including but not limited to, what waste will be diverted, how the waste will be diverted, and how the Franchisee will document that the waste was diverted. Contract Administrator shall review the plan and notify Franchisee of the Plan's approval or rejection. If the Plan is rejected, the Contract Administrator shall provide specifics about the basis for rejection, and Franchisee shall make corrections to the Plan as required.

HAZARDOUS WASTE SCREENING

Proposed Contract: Franchisee shall implement a hazardous waste screening identification and prevention protocol. If Franchisee inadvertently delivers material to the Transfer Station which is comprised of hazardous waste and Franchisee cannot identify and fails to remove it, Franchisee shall arrange for its proper disposal in accordance with applicable law or cooperate with the facility owner or operator with respect thereto. Bidder shall submit a Proposed Hazardous Waste Screening Plan.

DAYS AND HOURS OF COLLECTION

Proposed Contract: Garbage collection may occur any day of the week, except Sundays, between the hours of 6:00 am and 8:00 pm, except for designated holidays, the subsequent make-up days, and special collection days. Hours of delivery will be during regular Transfer Station hours of operation. Franchisee shall not collect or transport at other times unless the Franchisee has received the prior written approval of the Public Works Director. The Franchisee's commercial containers and vehicles shall be securely covered when transporting waste and recyclables. The Franchisee shall immediately pick up and properly process or dispose of any and all material that is spilled by the Franchisee.

All of the trucks used by the Franchisee for the collection of waste and shall be marked with the name and phone number of the Franchisee in letters that are plainly visible and at least four inches high. All containers used by the Franchisee shall be labeled with the name and phone number of the Franchisee.

RECORDS

Proposed Contract: Franchisee shall prepare and file reports with the County's Contract Administrator. The reports shall include information regarding the volume and nature of the solid waste and recyclables, the location where the solid waste and recyclables were generated. Diversion details and frequency of reporting shall be outlined in the approved Diversion Plan.

Franchisee shall keep, maintain and report accurate records of all revenue received under this agreement.

At a minimum, all reports shall be filed with the County's Contract Administrator at the end of each quarter and shall be considered delinquent if not received by the 20th of the following month. Failure to file reports timely shall constitute grounds for termination of this Franchise Agreement.

FRANCHISE FEE

Proposed Contract: Bidder shall propose a detailed Franchise Fee structure as a part of the proposal.

8. FORMS

Instruction to Bidders: The following charts outline the various services described in this RFP. Bidders are not required to bid on all the services. Enter “n/a” if you do not wish to bid on providing that service. At a minimum, bidders must complete the forms to satisfactorily provide for basic curbside solid waste and recyclables collection. Prices will be used in part to determine the successful bidder. Prices on the forms must include taxes, overhead, wages, equipment procurement and maintenance costs, insurance, profit, waste handling, transportation, tipping fees, surcharge, fuel, fees imposed by federal, state and local laws, or any other cost franchisee expects to pay to provide for the proposed services. Bidder must complete forms in ink, typewriter, or computer printed format.

If the bidder wishes to submit an alternative proposal, the alternative proposal should be in a form comparable to the Forms included in this section of the proposal so that it can be compared to the other proposals. Alternative proposals must also include a costs.

Curbside Residential Waste Collection Services

Service Type	Container Size (gallon)	Collection Frequency Base Service	Collection Frequency Alternate Bid	3 Year Contract Customer Monthly Costs	7 Year Contract Customer Monthly Costs
Base Service					
Alternate 1:					
Alternate 2:					
Second Container					
Bear Proof Container					

Curbside Residential Recycling Services

Service Type	Container Size(s)	Collection Frequency Base Service	Collection Frequency Alternate Bid	3 Year Contract Customer Monthly Cost	7 Year Contract Customer Monthly Cost
Base Service					
Alternate 1:					
Alternate 2:					
Bear Proof Container					

Curbside Business Waste Collection Service

Service Type: Frontload Refuse Collection	Container Size	Collection Frequency Base Service	Collection Frequency Alternate Bid	3 Year Contract Customer Monthly Cost	7 Year Contract Customer Monthly Cost
Base Business Service					
Alternate Business					

Recycling Service for Businesses

Service Type	Container Size(s)	Collection Frequency Base Service	Collection Frequency Alternate Bid	3 Year Contract Customer Monthly Cost	7 Year Contract Customer Monthly Cost
Base Service					
Alternate 1:					
Alternate 2:					

Roll-off Services for Waste Drop Sites

Container Type	Container Size(s)	3 Year Contract Cost Per Pickup	7 Year Contract Cost Per Pickup

Roll-off Services for Recycling Drop Sites

Container Type	Container Size(s)	3 Year Contract Cost Per Pickup	7 Year Contract Cost Per Pickup

Specials Events and Public Facilities Waste Collection

Service Type	3 Year Contract Cost Per Pickup	7 Year Contract Cost Per Pickup
Roll-off service		
Front Load		

Specials Events and Public Facilities Recycle Collection

Service Type	3 Year Contract Cost Per Pickup	7 Year Contract Cost Per Pickup
Roll-off service		
Front Load		

Note: The prices shown on the Form must include taxes, overhead, wages, equipment procurement and maintenance cost, insurance, profit, waste handling, transportation, tipping fees, surcharge, fuel, fees imposed by federal, state and local laws, or any other cost bidder expects to pay to provide the proposed services. The bidder must complete all blank spaces shown in the Form/s in ink, typewriter, or computer printed format.

The bidder is also required to present the following:

1. Public education plan
2. HHW screening plan
3. Implementation plan
4. Proposed Diversion Plan with measurable goals. Identify short, mid and long range goals
5. Narrative outlining operation startup, operation process and options offered for both waste collection and recycling

**EXCLUSIVE FRANCHISE AGREEMENT
FOR COLLECTION AND DISPOSAL OF
MATERIALS IN TETON COUNTY**

This Exclusive Franchise Agreement (“Agreement”) is entered into on this ____ day of _____ between Teton County, Idaho (“County”) and

 (“Franchisee”) for the services described herein, *in compliance with Teton County Code Chapter _____, “Waste Hauling and Diversion.”*

1. Definitions

For purposes of this Agreement, the following terms and phrases are defined as follows:

ADMINISTRATOR means the Public Works Director for Teton County

AGREEMENT means this document and all attachments, appendices and exhibits thereto including, but not limited to the request for proposal.

BREACH means any failure by Franchisee to meet any obligation or condition under this Agreement.

COLLECTION MATERIALS means all Solid Waste and approved recyclable materials generated, produced or accumulated by customers, but excluding unacceptable materials.

CUSTOMER means the property owner, lessee, or occupant lessee

HAZARDOUS WASTE means any waste designated as hazardous by the United State Environmental Protection Agency in 40 CFR, Part 261, or by the Idaho Department of Environmental Quality (DEQ) in the Hazardous Waste Management Rules, including but not limited to RCRA hazardous waste, petroleum products, radioactive materials, asbestos, PCB transformers, petroleum product storage tanks, or any flammable materials.

HOLIDAYS. The holidays observed by the Solid Waste and Recyclables Collection Contract shall be the same as the holidays observed by Teton County which are New Year’s Day, Martin Luther King Day, President’s Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and Christmas Day. Observing the holiday means that collection is delayed by a day of service but not eliminated. The Contractor shall observe no additional holidays without the prior approval of the County Officials

INCOMPLETE COLLECTIONS Service deficiencies including, but not limited to, missed or partial collections, failure to provide residents with written notification regarding refused collections, uncorrected littering or spillage caused by the Contractor, containers not properly returned to the original set out location, and lids not place on or in emptied containers.

LOCAL MANAGER - A local, authorized managing agent for the Contractor upon whom all notices may be served from Summit County. This person shall be named at least sixty (60) days prior to the start-up of this Contract.

SERVICE AREA means all areas within the boundaries of Teton County, Idaho.

TRANSFER STATION means the Teton County Transfer Station currently located at 1088 Cemetery Road, Driggs, Idaho 83422.

2. Scope and Duration of Franchise

The initial term of this Agreement shall be three (3) years. The County may renew this Agreement for one (1) additional term with modifications, not to exceed seven (7) years unless terminated pursuant to the terms hereof, so long as Franchisee is not in breach of this Agreement and all fees, charges, and other payments are current and all obligations hereunder have been fulfilled.

This Agreement grants the Franchisee the non-exclusive right to collect and dispose of the specific materials as designated in Attachment "A", Contractor's Proposal, ("Services") within the unincorporated County.

3. Fee

In consideration for the Franchisee's right to conduct said activities, Franchisee shall pay a fee according to the terms specified in Attachment "A", Contractor's Proposal, attached hereto and incorporated herein by this reference. The franchise fee shall remain fixed during any term or renewal term. However, despite the provision for renewal specified in paragraph 1 above, County may by resolution establish a different franchise fee by adopting same at least sixty (60) days prior to the commencement of a new term of this Agreement.

4. Contract Administrator

The Public Works Director for Teton County is designated by the County as its Contract Administrator for this Agreement. All matters concerning this Agreement within the responsibility of the County are under the direction of, or shall be submitted to, the Public Works Director or any employee as the Public Works Director may appoint. County may, in its sole discretion, change its designation of the Public Works Director and shall promptly give written notice to Franchisee of any such change.

5. Guarantee of Code Compliance

Franchisee hereby agrees, covenants, and promises to comply with all provisions of the Teton County Code, and with all other applicable State, Federal or other agency laws pertaining to collecting and disposing of solid waste or recyclables, or any other relevant laws, which are in effect or shall become in effect during the course of this Agreement. The Franchisee and its employees shall operate and maintain all Collection vehicles and equipment in compliance with all Applicable Law. The Franchisee shall only distribute bear proof containers to property located in the Bear Conflict Zone as defined in Title 4, Chapter 7 of the current Teton County Code. The Franchisee shall maintain all necessary licenses and registrations, and shall timely pay all fees and taxes, on all vehicles and equipment, as required under Applicable Laws. Failure to so comply shall be grounds for termination of this Agreement.

6. County's Right to Inspect

Franchisee agrees to allow County to inspect all equipment used in Franchisee's efforts under this Agreement, any materials collected by Franchisee under this Agreement, and the disposal site(s), upon reasonable notice to Franchisee. Inspections shall take place during regular business hours and County shall notify Franchisee in writing of said inspection at least twenty-four (24) hours prior to inspection.

7. Indemnification

Franchisee agrees to indemnify, defend and hold harmless the County and County's officers, agents and employees from and against any and all claims and losses whatsoever arising out of or in any way related to Franchisee's performance under this Agreement, including, but not limited to, claims for property damage, personal injury, death, and any legal expenses (such as attorney's fees, court costs, investigation costs, and expert's fees) incurred by the County in connection with such claims. "Performance" includes a party's action or inaction or that of that party's officers, employees, agents and employees.

8. Insurance Coverage Requirements

A. Franchisee, at its sole cost and expense, shall maintain proof of general liability, workers' compensation and vehicle liability insurance. These policies shall be in full force and effect at all times during the term of this Agreement. Franchisee shall include County as an additional insured on all required policies. The policies shall require insurer to provide County with 30 days advance notice of any cancellation, expiration, non-renewal or reduction in coverage under the policy.

B. Franchisee shall maintain limits of insurance no less than:

i. **General Liability:** \$2,000,000 aggregate and \$1,000,000 per occurrence for bodily injury, personal injury and property damage. The policy shall be issued on a per-occurrence basis. If Comprehensive General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the activities related to this Agreement or the general aggregate limit shall be twice the required occurrence limit.

ii. **Commercial Auto Liability:** \$2,000,000 per accident for bodily injury, including accidental death, and property damage that may arise from operations pursuant to this Agreement.

iii. **Workers' Compensation and Employers' Liability Insurance:** Workers' Compensation Insurance as required by the Labor Code of the State of Idaho and Employers' Liability limits shall be a minimum of \$1,000,000 per accident. The insurer shall agree to waive all rights of subrogation against the County, its officers, employees and volunteers for losses arising from work performed by Franchisee for County.

C. **Required Provision:** The insurance policies shall contain, or be endorsed to contain, the following provisions:

D. **Subcontractors.** Franchisees shall include all Subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated in this Section.

E. **All Coverages.** Each insurance policy required by this Agreement shall be occurrence-based or an alternate form approved by the County and enforced to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the County.

F. **Acceptability of Insurers.** All insurance policies required by the Article shall be issued by admitted insurers in good standing with and licensed to do business in the State of Idaho, and possessing a current A.M. Best, Inc. rating of B+ FSC VIII or better.

G. **Liability Coverage Amounts.** Not more often than every five (5) years during the Term, County shall be entitled to increase the amount of liability insurance coverage required under this Section 9.2 if such coverage is below amounts generally accepted for similar services. In that event, County and Franchisee will cooperate in good faith to establish the amount of liability insurance coverage generally accepted for similar services and Franchisee will provide such liability coverage amounts.

H. Franchisee's insurance coverage shall be primary insurance in relation to the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, agents or volunteers shall be excess of Franchisee's insurance and shall not contribute with it. Franchisee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

9. Proof of Insurance

Prior to execution of this Agreement by the County, Franchisee shall provide proof of all insurance required under Section 7 of this Agreement.

10. Independent Contractor

Franchisee and its officers, agents and employees, in the performance of activities authorized by this Agreement, are independent contractors in relation to County and not officers or employees of County. Nothing in this Agreement shall create any of the rights, powers, privileges or immunities of an employee of the County. Franchisee shall be solely liable and responsible for all applicable taxes and Social Security taxes, and for all other employee benefits offered to its employees.

11. Compliance with Applicable Laws

Franchisee, at its sole cost and expense, shall comply with all applicable federal, state and local laws and regulations in effect and which shall become in effect during the term of this Franchise Agreement in performing the activities and providing the services authorized by this Franchise Agreement.

12. Solid Waste Collection and Diversion

A. Diversion of Solid Waste.

- i. Franchisee shall make reasonable efforts to encourage customers to recycle and reduce waste through Franchisee's implementation of a Solid Waste Diversion Plan (the "Plan").
- ii. 2. Franchisee acknowledges that meeting the diversion goals established by the Plan, which Plan shall be incorporated into this Agreement, is a condition of this Agreement.

- iii. Within 15 business days of the date of this agreement, Franchisee shall obtain written approval of the Plan by the Public Works Director. Until Franchisee has in place an approved Plan, Franchisee shall not begin any operations authorized under this Agreement.
- iv. 4. The Plan shall specify the details of diversion including but not limited to, what waste will be diverted, how the waste will be diverted, and how Franchisee will document that the waste was diverted. Contract Administrator shall review the Plan and notify Franchisee of the Plan's approval or rejection. If the Plan is rejected, the Contract Administrator shall provide specifics about the basis for rejection, and Franchisee shall make corrections to the Plan, as required.
- v. 5. Franchisee shall comply with the approved Plan throughout the course of this Agreement. Any amendments to the Plan shall be in writing and must be approved by the Contract Administrator prior to implementation. Franchisee shall specify any deviations to the approved Plan in each Monthly Report filed with Contract Administrator. (See Section 19)
- vi. 6. Within 15 business days of a request from Contract Administrator, Franchisee shall provide the Contract Administrator with records or other documentation, including weigh tickets, invoices, bills of lading, and receipts from Solid Waste Processing Facilities ("Records"), supporting Tonnages in the Diversion Report. If Franchisee does not timely provide requested Records to the Contract Administrator's satisfaction, the Contract Administrator may secure additional Records and conduct an investigation to resolve its questions, the costs for which Franchisee shall reimburse County or Contract Administrator, as applicable. If Tonnages in the Diversion Report differ from Tonnages that Solid Waste Processing Facilities report to the Idaho Integrated Waste Management Board, the Contract Administrator may recalculate the Diversion using the Tonnages reported to the Idaho Integrated Waste Management Board.

B. Hazardous waste. Franchisee shall implement a hazardous waste screening identification and prevention protocol. If Franchisee inadvertently delivers material to the Disposal facility which is comprised of hazardous waste and Franchisee cannot identify and fails to remove it, Franchisee shall arrange for its proper disposal in accordance with applicable law or cooperate with the facility owner or operator with respect thereto.

C. Collection. Franchisee shall collect and transport waste and recycling between the hours of 6 am and 8 pm, except for designated holidays. Franchisee shall not collect or transport at other times, unless the Franchisee has received the prior written approval of the Public Works Director. The Franchisee's commercial containers and vehicles shall be securely covered when transporting waste and recyclables. The Franchisee shall

immediately pick up and properly process or dispose of any and all material that is spilled by the Franchisee.

D. Ownership of Collection Materials. Ownership of all Collection Materials, upon placement in any Container, shall transfer to Franchisee and shall become the property of Franchisee. Title to and ownership of all Collection Materials shall transfer from Franchisee to the Transfer Station upon delivery of the Collection Materials by Franchisee to the Transfer Station and acceptance by the Transfer Station of such Collection Materials.

E. All of the trucks used by the Franchisee for the collection of construction and demolition debris shall be marked with the name and phone number of the Franchisee in letters that are plainly visible and at least four inches high. Each commercial container used by the Franchisee for the collection of construction and demolition debris shall be labeled by the Franchisee.

F. Before commencing operations in the County, Franchisee shall provide the County with a list of the vehicles used by the Franchisee and the license plate number for each vehicle. The list shall be updated and resubmitted to the County within seven (7) days after the Franchisee adds to or deletes from the fleet of trucks it uses in the County. All of the vehicles used by the Franchisee for transporting construction and demolition debris in Teton County shall be maintained in a good, clean, and safe operating condition.

G. Spillage. Franchisee shall exercise all reasonable efforts to keep Collection Materials collected by Franchisee contained in containers and collection vehicles. Spillage of any materials shall be promptly cleaned up by the Franchisee at Franchisee's expense.

13. Disposal Facility

A. Franchisee shall collect and deliver to Transfer Station all solid waste and recyclable materials that are not on the following list of Teton County Solid Waste & Recycling unacceptable materials:

The County currently does not accept household hazardous waste. Household hazardous waste is defined as any substance that will no longer be used for its intended purpose and exhibits any of the following characteristics; it's flammable, reactive with other chemicals to emit toxic gases, or become explosive; it's corrosive or toxic to humans and animals. This includes; flammable liquids such as paint, brake fluid, hydrogen peroxide, nitrites and nitrates, flammable solids such as adhesives, glues, waxes and silicone sealants, aerosols, poisons, pesticides and asbestos containing materials.

Demolition from any structures that are intended to be delivered to Transfer Station must have an asbestos inspection report stating that the demolition

material does not contain asbestos or if asbestos was found then the asbestos needs to be removed and disposed of properly before Transfer Station will admit the demolition material.

B. Franchisee may only bring material to the Transfer Station during their hours of operation. Franchisee shall pay for disposal of solid waste by Franchisee at the Transfer Station. Franchisee agrees to indemnify, defend, and hold harmless the County, its officers and employees from any claims arising out of Franchisee's use of the Transfer Station, under the terms of Section 6 hereof.

C. Franchisee shall observe and comply with all regulations in effect at the Transfer Station and cooperate with the operator thereof with respect to operations, including directions to unload collection vehicles in designated areas, accommodating construction and maintenance, and hazardous waste exclusion programs. Franchisee shall at all times operate according to safe industry practices.

14. Customer Information and Public Education

Franchisee shall maintain an up to date website that describes Franchisee's Collection Services, including without limitation information about the various available containers, rates, charges, recycling program and related customer responsibilities. Franchisee shall also maintain a customer service contact method that shall be available from 9 am to 5 pm from Monday through Friday. Franchisee shall be responsible for prompt and courteous attention to customer service issues. Franchisee shall provide the County with a means of contacting a representative of the Franchisee on a twenty four (24) hour basis.

15. Rates. Franchisee shall not charge more than the rate specified for each service provided in the Scope of Services.

16. Rate Adjustments

A. CPI Rate Adjustment

The Rates for all Collection Services may increase annually during the Term and all Extension Terms in proportion to the percentage increase in the CPI over the preceding year, as provided below ("CPI Adjustment"). Adjustments to the Rates shall be made in units of One Cent (\$0.01) and fractions thereof shall be rounded to the nearest cent.

The First annual CPI Adjustment of the Rates may occur _____, 2016 (such date and each anniversary thereof during the Term, an "Adjustment Date"). The Rates may be increased in proportion to the percentage increase in the CPI over the most recent twelve (12) month period ending on December 31st of the year preceding the Adjustment Date. In determining the CPI increase, Franchisee may elect to increase the Rates applicable to particular or specific services or groups of services by more or less than the CPI, so long as the total increase in the Rates for all Collection Services is less than or

equal to the increase in the CPI. The adjusted Rates shall take effect on the adjustment Date and shall apply for the ensuing year. If the CPI is changed or discontinued, it will be replaced by an index that would achieve as closely as possible to the same result as if the CPI had not been changed or discontinued.

The CPI Adjustment to the Rates shall be subject to the following limitations: The CPI shall not be less than zero percent (0%) or more than four percent (4%); and

B. Other Adjustments to Rates

Because the Rates and the Balancing Adjustment are Franchisee's sole compensation for the Collection Services, the Rates must be sufficient to pay known and unknown costs that may increase over time. Accordingly, County and Franchisee agree that, in addition to the CPI Adjustment, the Rates may be increased ("Rate Adjustment") in an amount necessary to compensate Franchisee for:

- i. Increase in fees, expenses or costs to Franchisee for the transfer, processing, transportation, recycling, or Disposal of Solid Waste and Recyclable Materials charged by the Transfer Station, except to the extent such increase was already factored into the CPI increase.
- ii. Franchisee may initiate a Rate Adjustment under this Section not more than once annually. To obtain a Rate Adjustment, Franchisee shall prepare and submit to the County a rate adjustment setting forth the nature of the event causing the increase in costs and a calculation of the increased costs and the Rate Adjustment necessary to offset such increased costs. The County may request any and all documentation and data reasonable necessary to evaluate the Rate Adjustment and shall confirm or deny within ninety (90) days of receipt of the statement from Franchisee. The County may accept or reject the request in its sole discretion.

17. Breach of Contract

A. If Franchisee is in breach, the County shall give notice to Franchisee identifying and describing the breach. Franchisee shall cure the breach within:

- i. 30 days from receipt of notice, or
- ii. a shorter period of time determined by County if County determines that the public health and safety so require. The notice shall state the time for cure.
- iii. Franchisee may request additional time to correct the breach, but County may accept or reject that request in its sole discretion.

B. In addition to any rights or remedies that the County has under law or equity, the County may terminate this Agreement in accordance with paragraph 27 of this Agreement if the breach is not cured in the time provided.

18. Instrument for Securing Performance

Not less than thirty (30) days after the Effective Date, Franchisee shall file with County an instrument, in form reasonably acceptable to City, securing Franchisee's faithful performance of Franchisee's obligations under this Agreement. The principal sum of the instrument shall be not less than Two Hundred Fifty Thousand Dollars (\$250,000). The instrument may be in the form of a letter of credit, performance bond, or other performance guarantee and shall remain in force during the Term. If the instrument is a performance bond it shall be executed by a surety company designated as an admitted insurer in good standing with and authorized to transact business in this State by the Idaho Department of Insurance and otherwise reasonably acceptable to the County. The premium for such bond or letter of credit, or any other charges related in any way to Franchisee's obtaining or maintaining any and all such instruments, shall be fully borne and paid by Franchisee. Recovery under the instrument shall not preclude County from seeking additional damages for Franchisee's default under this Agreement.

19. Bankruptcy

Franchisee shall immediately notify County in the event that Franchisee ceases conducting business in the normal course, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors. Where such proceedings are not withdrawn or discharged within thirty (30) days, then the County may at its option terminate this Agreement.

20. Prohibition Against Assignment and Subcontracting

Except as specifically authorized herein, no rights or obligations under this Agreement may be assigned and no duties may be delegated or subcontracted by Franchisee without the prior written consent of the County, and any attempted assignment, subcontracting or delegation without such consent shall be void and will be cause for termination of this Agreement.

21. Severability

Should any provision herein be found or deemed to be invalid, this Agreement shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect, and to this end, the provisions of this Agreement are declared to be severable.

22. Entire Agreement

This Agreement is the entire agreement of the parties. There are no understandings or agreements pertaining to this Agreement except as are expressly stated in writing in this Agreement or in any document attached or incorporated herein by reference.

23. Notices

Notices to the parties in connection with the administration of this contract shall be given to the parties' contract administrators personally, by regular mail, by email, or by facsimile transmission as more particularly specified in this paragraph. Notices will be deemed given on:

- (a) The day notice is personally delivered to the Contract Administrator or the office of the party's Contract Administrator; or
- (b) Five days after the date the notice is deposited in the United States mail, addressed to a party's Contract Administrator as indicated in this Agreement, with first-class postage fully prepaid; or
- (c) On the day that the notice is transmitted by facsimile to a party's facsimile number or sent by email to the party's email account specified in paragraph 18 of this Agreement, provided that an original of such notice is deposited in the United States mail, addressed to the party's Contract Administrator as indicated in this Agreement, on the same day as the facsimile transmission or email is made.

24. Contact Information -- Contract Administrators

The following names, titles, addresses, and telephone numbers are the pertinent information for the respective Contract Administrators for the parties:

COUNTY

FRANCHISEE

25. Reporting Requirements

Franchisee shall prepare and file reports with the County's Contract Administrator. The reports shall include information regarding the volume and nature of the solid waste and recyclables, the location where the solid waste and recyclables were generated, and information regarding recycling and reuse efforts and compliance with Plan.

Reports shall be filed with the County's Contract Administrator at the end of each quarter and shall be considered delinquent if not received by the 20th of the following month. Failure to file reports timely shall constitute grounds for termination of this Franchise Agreement.

Franchisee shall maintain such information management systems as are needed to collect, store, and organize operational and financial data, and to produce the reports and plans as specified in this Agreement. All data shall be backed up so as to endure no loss of data due to computer failure.

26. Records to be Maintained

Franchisee shall keep and maintain accurate records of all revenue received under this Agreement. Franchisee shall contractually require that all of Franchisee's subFranchisees performing work called for under this contract also keep and maintain such records. All such records, whether kept by Franchisee or any subFranchisee, shall be made available to County or its authorized representative, or officials of the State of Idaho, for review or audit during normal business hours, upon reasonable advance notice given by County, its authorized representative, or officials of the State of Idaho.

27. Retention of Records

Franchisee shall maintain and preserve all records related to this Agreement for a period of three years from the close of the fiscal year in which final payment under this Agreement is made. Franchisee shall also contractually require the maintenance of such records in the possession of any third party performing work related to this Agreement for the same three year period. Such records shall be retained beyond the three year period, if any audit involving such records is then pending, until the audit findings are resolved. The obligation to insure the maintenance of the records beyond the initial three year period shall arise only if the County notifies Franchisee of the commencement of an audit, or other event requiring retention beyond three years, prior to the expiration of the three year period.

28. Termination

If Franchisee has breached any provision of this agreement and failed to cure the breach in the time frame provided in Paragraph 13 of this Agreement, the County has the option of terminating this Agreement with cause by giving a minimum of thirty (30) days written notice to the Franchisee of termination. In the event of termination, Franchisee shall pay County all franchise fees owed up to and including the effective date of termination.

The provisions of Section 23 will also apply to either Party's termination of some but not all of the services designated in Section 1 herein.

29. Waiver

The failure of either party at any time to require performance by the other party of any provisions hereof shall in no way affect the right of such party thereafter to enforce the same. Nor shall waiver by either party of any breach of any provisions hereof be taken or held to be waived of any succeeding breach of such provisions or as a waiver of any provision itself. County's receipt of consideration with knowledge of Franchisee's violation of a covenant does not waive its right to enforce any covenant of this Agreement. The parties shall not waive any provisions of this Agreement unless the waiver is in writing and signed by all parties.

30. Governing Law.

This Agreement shall be governed by and interpreted under the laws of the State of Idaho and venue shall be in Teton County.

IN WITNESS WHEREOF, the parties have executed this Franchise Agreement as of the date first written above.

TETON COUNTY

FRANCHISEE

By: _____

By: _____

Title: _____

Title: _____

ATTACHMENT "A"

CONTRACTOR'S PROPOSAL

DRAFT



ADVERTISEMENT FOR BIDS

PROJECT TITLE: E5000S Reconstruction from SH33 to S2000E

Separate sealed BIDS for the **E5000S Reconstruction Project** will be received by **Teton County** at the office of the **Teton County Clerk, 150 Courthouse Drive #208, Driggs Idaho 83422**, until **10:00 a.m.** local time on **June 4, 2015** and then at said office publicly opened and read aloud.

The work involves **2 miles road reconstruction of E5000S from SH33 to S2000E**. It is the intent of these documents to describe the work required to complete this project in sufficient detail to secure comparable bids. All parts or work not specifically mentioned which are necessary in order to provide a complete installation shall be included in the bid and shall conform to all Local, State and Federal requirements.

The **CONTRACT DOCUMENTS** may be examined at the following location:

Teton County, Idaho
150 Courthouse Drive #208
Driggs, ID 83422

Copies of the **CONTRACT DOCUMENTS** may be obtained at the **Teton County Recorder's Office; 150 Courthouse Drive #208, Driggs, Idaho, 83422**. Copies of these documents may be purchased for a **NON-REFUNDABLE** fee: on a CD-ROM for **\$5.00**; OR a printed copy for **\$70.00**.

A Pre-Bid Conference will be held on **May 28, 2015 at 2:00 p.m.** at the Teton County Courthouse, 150 Courthouse Drive, Driggs, ID 83422. Attendance is recommended for all bidders.

All questions relative to this project prior to the opening of bids shall be directed, in writing, to:

Darryl Johnson, PE, PLS
Telephone: (208) 354-0245
Email: djohnson@co.teton.id.us

It shall be understood that no interpretations of the specifications will be made by telephone.

In determining the lowest responsive bid, the Owner will consider all acceptable bids on a basis consistent with the bid package. The Owner will also consider whether the bidder is a responsible bidder.

In accordance with Idaho Code Section 67-2805 (3), Category A, Teton County, Idaho requests bids from licensed public works contractors.

Before a contract will be awarded for work contemplated herein, the Owner will conduct such investigation as is necessary to determine the performance record and ability of the apparent low bidder to perform the size and type of work specified under this Contract. Upon request, the Bidder shall submit such information as deemed necessary by the Owner to evaluate the Bidder's qualifications.

All bids must be signed and accompanied by evidence of authority to sign.

Bids must be accompanied by Bid Security in the form of a bid bond, certified check, cashiers check or cash in the amount of five percent (5%) of the amount of the bid proposal. Said bid security shall be forfeited to the County as liquidated damages should the successful bidder fail to enter into contract in accordance with their proposal as specified in the Instructions to Bidders.

Teton County reserves the right to reject any or all proposals, waive any nonmaterial irregularities in the bids received, and to accept the proposal deemed most advantageous to the best interest of Teton County

Publish: Teton Valley News, May 21, May 28, 2015

Beverly Palm, Teton County Treasurer, respectfully requests a motion to cancel the taxes on MH HILL002 as of May 26, 2015, in the amount of \$181.22, due to a billing error.

5/08/15

TAX MASTER INQUIRY - TETON COUNTY

EMPKEY: MH HILL002 A YEAR 2014
TXPKEY: MHHILL002 A
NAME DOMINGUEZ, MAGDALENA

BILLED TO: (SOSA, AMADA GARCIA) BILL# 587
CODE AREA 1-0000 ACCT TYP
BANK FLB OWNER PUP

ADDRESS PO BOX 814

DRIGGS ID 83422

LEGAL 1973 SAHARA 12X64
LOT 2 HILLMANS TRAILER PARK

355 E LITTLE STREET

MARKET VALUE	3,782
HARDSHIP	
HOMEOWNER	1,891
NET MARKET	1,891
TAX AMOUNT	23.72
LESS: CIRCUIT	
PLUS: SPECIALS	157.50
NET TAX BILLED	181.22
TAX PAYMENTS	
TAX CANCELLED	
SPEC CANCELLED	
REMAINING TAX DUE	181.22

NEXT PARCEL# RP _____ A OR NEXT BILL# RP _____ 2014
F3=EXIT F14=OTHER TAXES F2=PRT SCREEN F5=PAYMNTS F6=TRANSACTIONS F24=MORE
F4=TAX COMMENTS F18=HISTORY NAME/ADDR

*Same header as MH 0857
was under wrong name -*

3

CANCEL THIS ONE



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

Teton County Clerk

150 Courthouse Drive #208
Driggs, Idaho 83422

May 21, 2015

TO: Commissioners
FROM: Clerk *neh*
SUBJECT: Election Canvass

Please make a motion to certify that the Election Abstract is an accurate report of the results of the May 19, 2015 School Trustee election as required by Idaho Code 34-1206.

STATE OF IDAHO }
COUNTY OF TETON } ss.



We, the commissioners of the county and state aforesaid, acting as a Board of Canvassers of Election, do hereby state that the attached is a true and complete abstract of all votes cast within this county for the candidates and/or questions as they appeared at the election held on May 19, 2015 as shown by the records now on file in the County Clerk's office.

TETON COUNTY BOARD OF CANVASSERS

Bill Leake

Kelly Park

Cindy Riegel

Attest: _____

Mary Lou Hansen, County Clerk

STATE OF IDAHO }
COUNTY OF TETON } ss.

I, Mary Lou Hansen, County Clerk of said county and state, do hereby certify that the attached is a full, true and complete copy of the abstract of votes for the candidates therein named and/or the questions as they appeared on the election ballot on May 19, 2015 as shown by the record of the Board of Canvassers filed in my office May 27, 2015.

Mary Lou Hansen, County Clerk

Teton County Election Abstract: May 19, 2015

PRECINCT	SCHOOL DISTRICT NO. 401 TRUSTEE ZONE 1			SCHOOL DISTRICT NO. 401 TRUSTEE ZONE 2		SCHOOL DISTRICT NO. 401 TRUSTEE ZONE 5		
	Dave Lienert	Juan Morales	Shelley Streit	Chris Isaacson	Joshua C. Richardson	Joey Fullmer	Nancy "Nan" Pugh	Lindsay Hatch <i>(write-in)</i>
#1						71	59	82
#2								
#3				0	0	3	23	9
#4				15	7			
#5				58	32			
#6	0	49	74	1	0			
#7	2	59	61					
#8 (Absentee)	2	30	20	58	21	11	67	20
COUNTY TOTAL	4	138	155	132	60	85	149	111

Teton County Election Abstract: May 19, 2015

PRECINCT	VOTING STATISTICS - Trustee Zone 1					VOTING STATISTICS - Trustee Zone 2					VOTING STATISTICS - Trustee Zone 5				
	Total Number of Registered Voters at Cutoff (4/24/15)	Number Election Day Registrants	Total Number of Registered Voters	Number of Ballots Cast	% of Registered Voters That Voted	Total Number of Registered Voters at Cutoff (4/24/15)	Number Election Day Registrants	Total Number of Registered Voters	Number of Ballots Cast	% of Registered Voters That Voted	Total Number of Registered Voters at Cutoff (4/24/15)	Number Election Day Registrants	Total Number of Registered Voters	Number of Ballots Cast	% of Registered Voters That Voted
#1											924	7	931	212	22.8%
#2															
#3						13	0	13	0	0.0%	256	0	256	35	13.7%
#4						255	0	255	22	8.6%					
#5						740	0	740	90	12.2%					
#6	481	7	488	123	25.2%	18	0	18	1	5.6%					
#7	536	8	544	122	22.4%										
#8 (Absentee)				52					79				98		
COUNTY TOTAL	1,017	15	1,032	297	28.8%	1,026	0	1,026	192	18.7%	1,180	7	1,187	345	29.1%

Title VI Requirements for Federal Aid Recipients

① **Initial Documentation** – Typically required prior to a project commencing.

Completed
Jan. 2014

- a. State and Local Agreement
- b. Pre-award Assurances Checklist
- c. Nondiscrimination Policy Statement
- d. Discrimination Complaint Procedure
- e. Discrimination Complaint Form

② **Limited English Proficiency Plan (LEP)** – Impacts to those with limited proficiency in English.

Attached for
review +
approval

- a. Four Factor Assessment
 - i. Demographics – Identify local demographics and LEP statistics.
 - ii. Frequency – How often does your office interact with LEP customers?
 - iii. Importance – How important is the service or lack thereof?
 - iv. Resources – Staff, paid services, and volunteers available for translation and interpretation Services.
- b. Deliverables
 - i. Accommodation notices, posters, flyers, door hangers, photos of sandwich boards, “I Speak” Cards, other bi-lingual documentation.
 - ii. Training Documentation: Sign-in sheets, training material, and staff surveys.

3. **Environmental Justice (EJ)** – Impacts to “minority” and “low-income” populations (1 or more).

Attached

- a. EJ Map – Utilize MPO’s and Census block group data to create a map of EJ populations.
- b. Create a summary of projects, potential impacts and mitigations.

4. **Americans with Disabilities Act (ADA)**

- a. ADA Self-assessment VS. Transition Plan
 - i. ADA Self-assessment (>50 Employees): Identify, catalog, and summarize areas needing upgrade or repair.
 - ii. ADA Transition Plan (<50 Employees): Identify, catalog, **prioritize, estimate cost, and schedule repairs.**
- b. Discrimination Log

5. **HR Demographics** – Track staff utilizations, recruitment and hiring methods, and mitigation methods addressing underutilizations.

6. **(University or school district) Student Demographics** – Track student recruitment, admissions, and graduation rates.

7. **Complaints** – Track all complaints and copy ITD and FHWA on written complaints.

8. **Monitoring and Review** – Annual review of Highway District by ITD. Highway Districts are responsible for local monitoring.



Russ Rivera

Civil Rights Contract Compliance Officer

Idaho Transportation Department

Russ.Rivera@itd.idaho.gov

208-334-8152

fair if both Kim Keeley and Sue Muncaster had been elected commissioner in 2012. If that had happened, Commissioner Kunz said there would have been no rural representation on the Board.

● **MOTION.** Commissioner Kunz then seconded the motion made earlier by Commissioner Rinaldi. Chairman Park called for a vote and the motion carried, with Chairman Park opposed.

Commissioner Kunz said he wasn't sure why he had changed his mind since he had intended to vote differently just half an hour earlier. He emphasized the fact that he tried to represent everyone in the county.

CLERK

The Board reviewed Clerk Hansen's quarterly financial reports which show county revenues and expenses to be within budget as of December 31 (Attachment #1).

● **MOTION.** Chairman Park made a motion to approve Resolution 2013-0113B authorizing the destruction of certain election records. Motion seconded by Commissioner Rinaldi and carried unanimously. (Attachment #13)

TITLE VI CIVIL RIGHTS PLAN. Clerk Hansen described the county's obligation to create a written Title VI plan in order to be eligible for Federal grant funds. Initial documentation is required immediately for several transportation grants recently submitted and has been prepared using templates provided by the Idaho Transportation Department

● **MOTION.** Commissioner Rinaldi made a motion to approve the Non-Discrimination Policy Statement as presented. Motion seconded by Commissioner Kunz and carried unanimously. (Attachment #14)

EXECUTIVE SESSION

● **MOTION.** At 2:19 pm Chairman Park made a motion for Executive Session to discuss indigent matters pursuant to IC 67-2345(1)(d). Motion seconded by Commissioner Kunz and a roll call vote showed all in favor. The Executive Session ended at 2:32 pm.

● **MOTION.** Commissioner Rinaldi made a motion to approve indigent case 1T 2014-100B1 for burial assistance. Motion seconded by Chairman Park and carried unanimously.

ADMINISTRATIVE

● **MOTION.** Commissioner Rinaldi made a motion to approve the minutes of December 23, 2013 as corrected. Motion seconded by Commissioner Kunz and carried unanimously.

The Board acknowledged Clerk Hansen's memo outlining the results of the Search & Rescue bid for a Quick Response Vehicle (Attachment #15). Since the conditions of the Board's December 23 pre-approval were met, SAR Commander Paul Bruno has ordered the vehicle from Fouts Bros, who submitted the low bid of \$72,450.

Commissioner Kunz will represent the county at the January budget meeting of the Eastern Idaho State Fair. Commissioner Rinaldi asked him to inquire about the amount of sales tax collected at the fair.

Prosecutor Spitzer provided an update regarding the Board's November 12 snow bike discussion. Since then, she has met with both Wade Kaufman and Scott Fitzgerald. Mr. Kaufman has agreed to postpone his request that the county impose a fee for snow bikes using groomed snowmobile trails for one year. This will give proponents of a Recreation District time to get the issue on the ballot. She said everyone agrees this would be the best approach since it would provide consistent funding for all trail users, whereas establishing a fee for snow bikers would collect a minimum amount.

The Idaho Department of Water Resources is holding a public hearing at 2 pm on Jan. 14 to hear comments regarding the proposal to create a Teton Creek Flood Protection District. The county owns property within the boundaries of the new district and sent a letter of support in January 2012.

COMMITTEE REPORTS. Commissioner Rinaldi missed the most recent meeting of the Driggs Urban Renewal Agency, but said former mayor Dan Powers had been appointed to a position on the board.

LIMITED ENGLISH PROFICIENCY PLAN

Teton County

July 1, 2015

**Title VI Coordinator
Deputy Clerk, Janette Burr
150 Courthouse Dr. #208
Driggs, Idaho 83422
(208) 354-8780**

I. INTRODUCTION

This Limited English Proficiency Plan has been prepared to address Teton County's responsibilities as a recipient of federal financial assistance as they relate to the needs of individuals with limited English language skills. The plan has been prepared in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C.2000d, et seq, and its implementing regulations, which state that no person shall be subjected to discrimination on the basis of race, color or national origin.

Executive Order 13166, titled Improving Access to Services for Persons with Limited English Proficiency, indicates that differing treatment based upon a person's inability to speak, read, write or understand English is a type of national origin discrimination. It directs each agency to publish guidance for its respective recipients clarifying their obligation to ensure that such discrimination does not take place. This order applies to all state and local agencies which receive federal funds, including all Teton County departments receiving federal grant funds.

- **Plan Summary**

Teton County has developed this Limited English Proficiency Plan to help identify reasonable steps for providing language assistance to persons with limited English proficiency (LEP) who wish to access services provided. As defined in Executive Order 13166, LEP persons are those who do not speak English as their primary language and have limited ability to read, speak, write or understand English. This plan outlines how to identify a person who may need language assistance, the ways in which assistance may be provided, staff training that may be required, and how to notify LEP persons that assistance is available.

In order to prepare this plan, Teton County used the four-factor LEP analysis, which considers the following factors:

1. The number or proportion of LEP persons in the service area who may be served by Teton County.
2. The frequency with which LEP persons come in contact with Teton County services.
3. The nature and importance of services provided by Teton County to the LEP population.
4. The interpretation services available to Teton County and overall cost to provide LEP assistance.

A summary of the results of the four-factor analysis is in the following section.

II. MEANINGFUL ACCESS: FOUR-FACTOR ANALYSIS

1. The number or proportion of LEP persons in the service area who may be served or are likely to require Teton County services.

Teton County staff reviewed the 2010 U.S. Census Report and determined that 1,558 persons in Teton County, 16.1% of the population of residents five years and older, speak a language other than English. Of those, 390 persons (25%) have limited English proficiency; that is, they speak English "not well" or "not at all". This is only 3.8% of the overall population in the County. In Teton County, of those persons with limited English proficiency, most speak Spanish.

2. The frequency with which LEP persons come in contact with Teton County services.

Teton County staff reviewed the frequency with which the Law Enforcement Center and County Courthouse staff have, or could have, contact with LEP persons. This includes documenting phone inquiries or office visits. To date, Teton County has had few requests for interpreters and no

requests for translated program documents. Teton County's office staff, maintenance and public safety staff have had some contact with LEP persons.

3. The nature and importance of services provided by Teton County to the LEP population.

There is no large geographic concentration of any type of LEP individuals in the service area for Teton County. The majority of the population (87.4%) speaks only English. As a result, there are few social, service, professional and leadership organizations within the Teton County service area that focus on outreach to LEP individuals. Teton County staff are most likely to encounter LEP individuals through office visits, phone conversations, notifications from staff of impacts on County services and attendance at Board of County Commissioner meetings.

4. The resources available to Teton County and overall costs to provide LEP assistance.

Teton County reviewed its available resources that could be used for providing LEP assistance, which of its documents would be most valuable to be translated if the need should arise and contacted local citizens who would be willing to provide voluntary Spanish translation, if needed, within a reasonable time. Interpretation is occasionally available from two or three bilingual Teton County employees. Language and document translation would be provided through Google translation or through a speedier method. Telephone interpreter services are available through World Wide Interpreters by calling 1-866-278-8643 for which a fee is charged.

III. LANGUAGE ASSISTANCE

A person who does not speak English as their primary language and who has a limited ability to read, write, speak or understand English may be a Limited English Proficient person and may be entitled to language assistance with respect to Teton County services. Language assistance can include interpretation, which means oral or spoken transfer of a message from one language into another language, and/or translation, which means the written transfer of a message from one language into another language.

How Teton County staff may identify an LEP person in need of language assistance:

- The County will post notice of LEP Plan and the availability of interpretation or translation services free of charge in languages LEP persons would understand;
- All County staff will be provided with "I Speak" cards to assist in identifying the language interpretation needed if the occasion arises;
- All County staff will be informally surveyed periodically on their experience concerning any contacts with LEP persons during the previous year.

A. Language Assistance Measures – Although there is a low percentage in Teton County of LEP individuals, that is, persons who speak English "not well" or "not at all", it will strive to offer the following measures:

1. Teton County staff will take reasonable steps to provide the opportunity for meaningful access to LEP clients who have difficulty communicating English.
2. The following resources will be available to accommodate LEP persons:
 - i. Volunteer interpreters for Spanish language are available and will be provided within a reasonable time period.
 - ii. Language and document interpretation will be accessed for all other languages through a telephone interpretation service and Google translation.

IV. STAFF TRAINING

The following training will be provided to all staff:

- Information on the Title VI Policy and LEP responsibilities;
- Description of language assistance services offered to the public;
- Use of the “I Speak” cards, as attached;
- Documentation of language assistance requests;
- How to handle a potential Title VI/LEP complaint;
- All contractors or subcontractors performing work for Teton County will be required to follow the Title VI/LEP guidelines.

V. TRANSLATION OF DOCUMENTS

- Currently, Google Translation provides translations of languages and documents at no cost, if the need arises. Due to the small local LEP population, Teton County does not have a formal outreach procedure in place. Translation resources have been identified and are limited in this region. When staff prepares a document or schedules a meeting for an audience that is expected to include LEP individuals, documents, meeting notices, flyers, and agendas can be printed in an alternative language (Spanish) based on the known LEP population.

VI. MONITORING

Monitoring and Updating the LEP Plan – Teton County will update the LEP Plan as required. At a minimum, the plan will be reviewed and updated when data from the 2020 U.S. Census is available or when it is clear that higher concentrations of LEP individuals are present in the Teton County service area. Updates will include the following:

- The number of documented LEP person contacts made annually;
- How the needs of LEP persons have been addressed;
- Determination of the current LEP population in the service area;
- Determination as to whether the need for translation services has changed;
- Determination as to whether local language assistance programs have been effective and sufficient to meet the need;
- Determination as to whether Teton County’s financial resources are sufficient to fund language assistance resources needed;
- Determination as to whether Teton County fully complies with the goals of this LEP Plan;
- Determination as to whether complaints have been received concerning the agency’s failure to meet the needs of LEP individuals.

VII. DISSEMINATION OF THE TETON COUNTY LEP PLAN

- Post signs in the County Courthouse notifying LEP persons of the LEP Plan and how to access language services.
- State agendas and public notices in Spanish that interpretation documents are available upon request at the Courthouse.

VIII. FILING DISCRIMINATION COMPLAINTS

Complaints may be filed by any person who believes that he or she has been excluded from participation in, been denied the benefits of, or otherwise subjected to discrimination under any Teton County service,

program or activity, and believes the discrimination is based upon race, color, national origin, gender, age, disability, economic status or limited English proficiency. Complaints may be filed with the Teton County Clerk.

A signed written complaint must be submitted within 180 days of the alleged discriminatory act (or latest occurrence). Complaints shall be in writing and shall be signed by the complainant and/or the complainant's representative. Complaints shall set forth as fully as possible the facts and circumstances surrounding the claimed discrimination. In the event that a person makes a verbal complaint of discrimination to an officer or employee of Teton County, the person shall be interviewed by the Title VI Coordinator. If necessary, the Title VI Coordinator will assist the person in reducing the complaint to writing and submit the written version of the complaint to the person for signature. The complaint shall then be handled according to the City's investigative procedures. The complaint should contain:

- Name, address, telephone number, and signature of complainant;
- Facts and circumstances surrounding the claimed discrimination, including date of allegations and basis of complaint (i.e., race, color, national origin, gender, age, disability);
- Any names of persons, if known, that the investigator could contact for additional information to support or clarify the allegations;
- Corrective action being sought by the complainant.

COMPLAINT RESOLUTION:

Within ten days of receiving a written complaint, the Teton County Clerk will acknowledge receipt of the allegation, and inform the complainant of action taken or proposed action to process the allegation. If it is determined that Teton County has jurisdiction over the complaint, it will investigate and make recommendations for resolving it.

RETALIATION AGAINST THE COMPLAINANT FOR FILING A COMPLAINT:

Federal laws prohibit a recipient of federal funds from retaliating against any person who has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing. Any complaints of retaliation should be directed to the Teton County Clerk immediately at (208) 354-8780.

- | | | |
|--------------------------|---|------------------------|
| <input type="checkbox"/> | ضع علامة في هذا المربع إذا كنت تقرأ أو تتحدث العربية. | 1. Arabic |
| <input type="checkbox"/> | Խնդրում ենք նշում կատարել այս քառակուսում, եթե խոսում կամ կարդում եք հայերեն: | 2. Armenian |
| <input type="checkbox"/> | যদি আপনি বাংলা পড়েন বা বলেন তা হলে এই বাক্সে দাগ দিন। | 3. Bengali |
| <input type="checkbox"/> | ល្អបញ្ជាក់ក្នុងប្រអប់នេះ បើអ្នកអាន ឬនិយាយភាសា ខ្មែរ ។ | 4. Cambodian |
| <input type="checkbox"/> | Motka i kahhon ya yangin untungnu' manaitai pat untungnu' kumentos Chamorro. | 5. Chamorro |
| <input type="checkbox"/> | 如果你能读中文或讲中文，请选择此框。 | 6. Simplified Chinese |
| <input type="checkbox"/> | 如果你能讀中文或講中文，請選擇此框。 | 7. Traditional Chinese |
| <input type="checkbox"/> | Označite ovaj kvadratić ako čitate ili govorite hrvatski jezik. | 8. Croatian |
| <input type="checkbox"/> | Zaškrtněte tuto kolonku, pokud čtete a hovoříte česky. | 9. Czech |
| <input type="checkbox"/> | Kruis dit vakje aan als u Nederlands kunt lezen of spreken. | 10. Dutch |
| <input type="checkbox"/> | Mark this box if you read or speak English. | 11. English |
| <input type="checkbox"/> | اگر خواندن و نوشتن فارسی بلد هستید، این مربع را علامت بنویسید. | 12. Farsi |

- Cocher ici si vous lisez ou parlez le français. 13. French
- Kreuzen Sie dieses Kästchen an, wenn Sie Deutsch lesen oder sprechen. 14. German
- Σημειώστε αυτό το πλαίσιο αν διαβάσετε ή μιλάτε Ελληνικά. 15. Greek
- Make kazyé sa a si ou li oswa ou pale kreyòl ayisyen. 16. Haitian Creole
- अगर आप हिन्दी बोलते या पढ़ सकते हैं तो इस बक्स पर चिह्न लगाएँ। 17. Hindi
- Kos lub voj no yog koj paub twm thiab hais lus Hmoob. 18. Hmong
- Jelölje meg ezt a kockát, ha megérti vagy beszél a magyar nyelvet. 19. Hungarian
- Markaam daytoy nga kahon no makabasa wenno makasaoka iti Ilocano. 20. Ilocano
- Marchi questa casella se legge o parla italiano. 21. Italian
- 日本語を讀んだり、話せる場合はここに印を付けてください。 22. Japanese
- 한국어를 읽거나 말할 수 있으면 이 칸에 표시하십시오. 23. Korean
- ໃຫ້ໝາຍໃສ່ຊ່ອງນີ້ ຖ້າທ່ານອ່ານຫຼືປາກພາສາລາວ. 24. Laotian
- Prosimy o zaznaczenie tego kwadratu, jeżeli posługuje się Pan/Pani językiem polskim. 25. Polish

- | | | |
|--------------------------|--|----------------|
| <input type="checkbox"/> | Assinale este quadrado se você lê ou fala português. | 26. Portuguese |
| <input type="checkbox"/> | Însemnați această căsuță dacă citiți sau vorbiți românește. | 27. Romanian |
| <input type="checkbox"/> | Пометьте этот квадратик, если вы читаете или говорите по-русски. | 28. Russian |
| <input type="checkbox"/> | Обележите овај квадратички уколико читате или говорите српски језик. | 29. Serbian |
| <input type="checkbox"/> | Označte tento štvorček, ak viete čítať alebo hovoriť po slovensky. | 30. Slovak |
| <input type="checkbox"/> | Marque esta casilla si lee o habla español. | 31. Spanish |
| <input type="checkbox"/> | Markahan itong kuwadrado kung kayo ay marunong magbasa o magsalita ng Tagalog. | 32. Tagalog |
| <input type="checkbox"/> | ให้กาเครื่องหมายลงในช่องสี่เหลี่ยมที่พูดภาษาไทย. | 33. Thai |
| <input type="checkbox"/> | Maaka 'i he puha ni kapau 'oku ke lau pe lea fakatonga. | 34. Tongan |
| <input type="checkbox"/> | Відмітьте цю клітинку, якщо ви читаете або говорите українською мовою. | 35. Ukrainian |
| <input type="checkbox"/> | اگر آپ اردو پڑھتے یا بولتے ہیں تو اس خانے میں نشان لگائیں۔ | 36. Urdu |
| <input type="checkbox"/> | Xin đánh dấu vào ô này nếu quý vị biết đọc và nói được Việt Ngữ. | 37. Vietnamese |
| <input type="checkbox"/> | באצייכנט דעם קעסטל אויב איר לייענט אדער רעדט אידיש. | 38. Yiddish |

2013 Below Poverty & Latino / Hispanic Populations, Teton County, Idaho

Source: U.S. Census Bureau, 2013 estimates. Statistics compiled by Census Block Group

