

Skill Summary

- Inventory Control
- Training Support
- Customer Service/Supervisor
- Insurance Processing/Billing
- Administrative/Clerical /Collections
- Relationship/Team Building
- Office Management/Supervisor
- Provider/Public Relations
- Concise Communication Skills
- Contract Negotiation
- Developing Intra-office Communication Protocols

Professional Accomplishments

Management

- Organize and coordinate office administration and procedures to ensure organizational effectiveness, efficiency and safety
- Responsible for developing intra-office communication protocols
- Develop and Implement Strategic Performance Evaluations
- Experienced in personnel recruiting, selection, training, developing, scheduling

Provider/Public Relations

- Reputation for writing clear and concise explanations for Providers, Office Staff and Referral Partners
- Develop and maintain ongoing positive relations with families/clients, Doctors, hospitals
- Active Participant with Company Community Events

Customer Service

- Maintain office performance expectations
- Outstanding diplomacy that consistently produces win-win results for customers, patients and company
- Constant training to office and beneficiaries

Work History

Medicare Compliance/Administrative Assistant First Choice Home Health, Hospice and House Calls - 2017 - Current

Office Manager Heart & Home Hospice 2014 - 2017

Unit Coordinator/Medical Assistant/Office Manager St. Al's Medical Center 1998 - 2008

Education

Business	Boise State University	2005 - 2006
Pre-Nursing	TVCC	2012-2014

References

References are available upon request.

1-6D-1: OFFICE ESTABLISHED; APPOINTMENT; TERM:

There is hereby established an office of the City to be known and designated as the Superintendent of Public Works, by coordinating the offices of Overseer of Streets, Superintendent of Streets, Superintendent of Waterworks and Superintendent of Sewers in said office, and the Mayor shall appoint such Superintendent of Public Works who shall hold such office for the term of two (2) years subject to removal by the Mayor with the consent of the City Council. (1953 Code §1-1001)

4-1-2: FIRE CHIEF; POWERS AND DUTIES:

The Fire Chief shall be the chief officer of the department and shall have the following powers and authority:

- A. Direct control, management and direction of all officers and men of the department and the authority to detail any of them to such public service in the best interest and efficiency of the department as he may deem proper;
- B. To promulgate and strictly carry out the rules and regulations of the department and to require all officers and members of the department to comply therewith;
- C. To exercise exclusive command over the department at fires and over all equipment belonging to it;
- D. To cause all fires to be extinguished with the least danger to life and to property and to prevent unnecessary damage by water and fires;
- E. To cause the premises on which fires have occurred to be left in such condition that they will not rekindle or cause further damage to life or property;
- F. At all fires, to post some fireman to prevent vehicles from driving over fire hoses and to prevent all persons to park vehicles in the block in which fire occurs, and he and members of the department shall have power to arrest persons violating the foregoing;
- G. To make an investigation of each fire and keep a record of the date, to determine the cause, if possible, amount of loss to buildings and contents, amount of insurance coverage, number and description of each building destroyed, together with the names of the owners and occupants;
- H. To be present at or supervise all inspections of the department ordered by the City Council. (1953 Code §1-902; amd. 1989 Code)

4-1-9: FIRE TRUCK CAPITAL IMPROVEMENT FUND:

- A. The Emmett City Council hereby creates and establishes a separate fund or account that shall be known as the Fire Truck Capital Improvement Fund.
- B. All funds that are budgeted for the Fire Truck Capital Improvement Fund shall be appropriated and used solely for the purchase of a fire truck for the City of Emmett and for no other purpose. (Ord. 924, 10-10-2000)

5-1-2: CHIEF OF POLICE; REPORTS REQUIRED:

The Chief of Police shall make a written report monthly, giving a true account of the number of arrests made, persons arrested and the nature of the offense charged, and such further reports as may be requested by the Mayor or City Council. (1953 Code §1-804)

6-1-4: U-TURNS PROHIBITED:

It shall be an infraction to turn motor vehicles and/or horsedrawn vehicles, or to make what are known, termed or designated as "U-turns", at the following places in the city:

At any intersection on Main Street between Johns Avenue and the Farmer's Cooperative Irrigation Company canal.

Violation of this section shall be an infraction punishable by a fine not to exceed one hundred dollars (\$100.00), provided that if rule 9 of the Idaho infraction rules establishes a fixed penalty for this offense, the punishment shall be the amount fixed by said rule. (Ord. O2009-1, 1-13-2009)

6-1-5: DRIVING RESTRICTIONS DURING FIRE ALARMS:

Whenever a fire alarm or the fire siren shall be sounded announcing a fire, it shall be unlawful for any person or persons, except members of the fire department, to drive any motor vehicle onto Washington Avenue between Main Street and First Street, and it shall be the duty of all persons driving motor vehicles to turn into and keep motor vehicles within the parking spaces allowed by this title until the fire apparatus shall have passed. (1953 Code §7-116; amd. Ord. 749, 9-12-1977)

7-3-5: AIRPORT COMMITTEE:

The supervision of the Airport shall, pursuant to the provisions of the ordinances of the City, the laws of the State of Idaho and the acts of the Congress of the United States, be in a Committee to be appointed by the Mayor, with the consent of the City Council, to be known and designated as the Airport Committee, which Committee shall, from time to time, file written reports to the City Council of its acts connected with the Airport, or as may be required by the Mayor and City Council; provided, however, that such supervision of the Airport by the Committee shall be as provided by the rules and regulations mentioned in Section 7-3-3 hereof or as may hereafter be provided. (1953 Code §12-106)

7-3-3: RULES AND REGULATIONS:

The City Council shall, from time to time, make, enact and promulgate such rules and regulations as may be necessary or expedient for the government, management, maintenance and operation of such Airport and all its appurtenances for the protection, comfort and welfare of the public users thereof, and for the protection of persons and property, and when so enacted or promulgated, such rules and regulations shall be published, and the same shall be and become a part of this Chapter or any ordinance or ordinances supplementary hereto or amendatory hereof, the same as though herein or therein specifically mentioned. (1953 Code §12-104)



CITY OF EMMETT

Office of the City Clerk

501 East Main Street
Emmett, Idaho 83617

Gordon Petrie, Mayor
Lyleen Jerome, Clerk
Jake Sweeten, Attorney

Council President: Michelle Welch
Councilmen: Shawn Alder
Eltona Henderson
Steve Nebeker
Gary Resinkin
Mike Stout

WATER CHARGE WAIVER QUALIFICATIONS

Name: James Miller
Address: 1402 E. MAIN
Acct #: 0818-00

Meets Qualifications for Waiver
(Y/N)

- No Request for waiver received in a reasonable time Date: 5/3/19
(usually 10 business days after the leak has been identified) - 12/20/18
- N/A Date Leak Identified 12/20/18 by Meter Reader
- N/A Date Leak Repaired 4/10/19 by Owner
- N/A Date Water Bill Sent Every month Sept 2018 - April 2019
- Yes Water Usage exceeds average monthly usage
- Average Usage 7,500
- Actual Usage 41,800
- Waiver Amount \$ \$251.17
- Yes Leak was concealed behind a wall, underground or not noticeable
- Yes Leak occurred on the customer side of the meter
- Yes Receipts for parts and labor or other proof leak was repaired
- Yes Leak Check completed by City B. EVANS 5/6/19

Comments: Account opened September 2018 - usage continued to escalate each month - customer notified by Meter Reader on 12/20/18 of the increase in usage & there may be a leak. Customer did not fix until May 19 when he got his bill & it was over \$1,000.00
used an average of 5 months usage to determine an approximate average

APPROVED:
Clerk No

Council _____

Date _____

WATER WAIVER CHECK LIST

- 10 DAYS notified @ 12/20/18
- RECEIPTS
- SERVICE ORDER CONFIRMING LEAK IS FIXED

NAME James Miller

ADDRESS 1402 E Main

EXPLANATION OF WATER WAIVER CALCULATIONS:

ACCT. # 0818.00

New Account 9/18/18 - 100 CF

10/22/18 - 400 CF

11/19/18 - 2000 CF

12/20/18 - 5300 CF

1/17/19 - 5400 CF

2/20/19 - 8200 CF

3/20/19 - 16,400 CF

4/22/19 - 41,800 CF

5 MONTHS ✓

$$\begin{aligned}
 & 373 \text{ CF USED - 5 MONTHS} \\
 & \div 5 \text{ MONTHS} \\
 & = 75 \text{ AVERAGE PER MONTH} \\
 & = 418. \\
 & = 343 \\
 & \times 2.19 \text{ PER CU FT} \\
 & = 375.17 \text{ - REFUND} \\
 & \text{ON WATER ONLY}
 \end{aligned}$$

APPROVED BY:

CLERKS OFFICE

CITY COUNCIL

BLACK MOUNTAIN SOFTWARE UTILITY BILLING SYSTEM
CUSTOMER WATER READINGS

CITY OF EMMETT, ID
09:07:37 - 05/06/2019

Customer Name: MILLER, JAMES
Account: 0818-00
Route - Meter: 08-0072.04
Service Address: 1402 E MAIN ST
Mtr Id - Type - Size: 1483226230 Z 3/4"

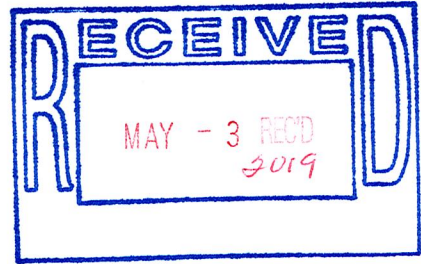
All AP-Years

Meter Serial #:

(Readings in Actual Units)

AP-Year	Reading	Reading Date	Monthly Usage	YTD Usage	Reading Type
04-2019	172100	04/22/2019	41800	71800	HAND HELD
03-2019	130300	03/20/2019	16400	30000	HAND HELD
02-2019	113900	02/20/2019	8200	13600	HAND HELD
01-2019	105700	01/17/2019	5400	5400	HAND HELD
12-2018	100300	12/20/2018	5300	7800	HAND HELD
11-2018	95000	11/19/2018	2000	2500	HAND HELD
10-2018	93000	10/22/2018	400	500	HAND HELD
09-2018	92600	09/18/2018	100	100	HAND HELD
08-2018	92500	09/12/2018	0	0	MOVE IN READING

James Miller
1402 East Main Street
Emmett, ID 83617
208-963-2456



I am requesting a waiver for my water bills as it was due to a leak underground.

History: I was informed about a possible leak by city workers. After inspecting meter and receiving a bill I was unable to locate a leak inside the house. As it was a very slow leak and winter I was having difficulty finding anyone who was interested in coming out to inspect line and dig it up.

After the warm weather came and the water bill grew to over \$400.00 I was finally able to get Goff Plumbing to come out to address the issue.

They responded immediately and fixed the issue the following day. The line from the meter to the house was ruptured as it was inadequate pipe for the job. I waited for the next water bill to present the request to the City. That water bill is \$1,000.18.

I have been paid up on all my utilities and the last bill I paid was the one for over \$400.00.

Attached is the bill as well as the final invoice documenting the work completed.

GOFF'S PLUMBING, INC.

1235 Allen Lane
Emmett, ID 83617

208 365 4257
Fax: 208-365-1258

Invoice

Date	Invoice #
4/10/2019	44832

Bill To
Miller Jim 1402 E. Main St Emmett, Idaho 83617

Ship To

P.O. Number	Terms	Ship
		4/10/2019

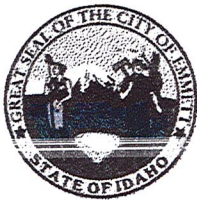
Quantity	Item Code	Description	U/M	Price Each	Amount
1	Materials	Water line materials	ea	480.11	480.11
1	Materials	Moen Integra kitchen faucet-chrome	ea	250.00	250.00
1	Permit Fee	Permit Fee to the state of Idaho for job contracted		66.97	66.97
1	Materials	Miscellaneous materials	ea	62.92	62.92
1	Labor	Labor to replace water line		1,740.00	1,740.00

It has been a pleasure working with you! If you have any questions please call (208)365-4257

Sales Tax (6.0%) \$0.00

Invoices are due Net 30 days from invoice date, unless otherwise noted above. Customer agrees to 1.5% interest and reasonable collection fees for past due amounts.

Total \$2,600.00



CITY OF EMMETT

501 East Main Street
Emmett, ID 83617

Return Service Requested

Phone: (208)365-6050 FAX: (208)365-3064

Account Number:	0818-00
Service Address:	1402 E Main St
Billing Date:	04/30/2019
Current Charges:	1,000.18
Past Due Charges:	0.00
Amount Due by:	05/10/2019 1,000.18

Web ID: 37938



918 *****AUTO**5-DIGIT 83616 2



JAMES MILLER
1402 E MAIN ST
EMMETT ID 83617-3216

City Of Emmett
501 E Main Street
Emmett, ID 83617-3046

Amount Enclosed : _____

Account Number:	0818-00
Service Address:	1402 E MAIN ST
Last Payment:	04/10/2019 443.92
Billing Date:	04/30/2019

JAMES MILLER
1402 E MAIN ST
EMMETT ID 83617-3216

Current Reading:	04/22/2019	172100
Previous Reading:	03/20/2019	130300
Usage:		41800

IMPORTANT MESSAGES

PLEASE DO NOT REMIT PAYMENT IF YOU HAVE SIGNED UP FOR DIRECT PAY. YOUR PAYMENT WILL BE DRAFTED FROM YOUR ACCOUNT MAY 10, 2019.

CITY HALL WILL BE CLOSED MONDAY, MAY 27, 2019, IN OBSERVANCE OF MEMORIAL DAY.

NEW SEWER AVERAGES BEGAN APRIL 1, 2019 AND ARE REFLECTED ON THIS STATEMENT.

SERVICES FOR ALL UNPAID BALANCES WILL BE DISCONNECTED ON MAY 29, 2019. SERVICES WILL BE RECONNECTED ONCE ALL CHARGES ARE PAID IN FULL. UNPAID BALANCES ARE SUBJECT TO LATE FEES.

Services	Current	Past-Due	Balance
WATER	936.14	0.00	936.14
SEWER	50.98	0.00	50.98
GARBAGE	11.81	0.00	11.81
STREET LIGHTS	1.25	0.00	1.25
Totals :	1,000.18	0.00	1,000.18
DUE DATE :	05/10/2019		

Credit Card payments of Utility Bills can be made in City Hall or an account can be set Up through the link on www.cityofemmett.org. There is a third party fee of 3.0% (\$2 minimum).

If any due dates fall on a weekend or holiday, payments must be received in the City Clerk's office the business day prior to the event. Mail postmarked previous to receipt will not be considered as on time.

Late and Delinquent Fees may be applied after the 15th of the month.

USAGE HISTORY IN CUBIC FEET

MAR 2019	FEB 2019	JAN 2019	DEC 2018	NOV 2018	OCT 2018	SEP 2018	AUG 2018	JUL 2018	JUN 2018	MAY 2018	APR 2018
16400	8200	5400	5300	2000	400	100	0	0	0	0	0



This institution is an equal opportunity provider

SERVICE/WORK ORDER
CITY OF EMMETT, IDAHO

Order No: 8602

Clerk Initials: JAN

Date: 5/3/2019

Date for Service: 5/3/2019

Reason for Order: READ / LEAK CHECK

Requestor Name: MILLER

Account No: 0818-00

Address: 1402 E MAIN

Meter No: 6230

Previous

Current

Reading/Date:

1721 4/22/19

1722

Reading/Date:

X

Leak Check Results or Notes:

No Water leak

Completed By: BE

Date/Time Completed: 5-6-2019

2:20 PM

E-mail information to Public Works: _____

JW
5/7/19

**CITY OF EMMETT
WATER CHARGE WAIVER POLICY**

Adopted February 10, 2015 – Revised October 24, 2017

The purpose of this policy is to provide an opportunity for customers to request consideration for a financial adjustment to water use charges where a leak has been repaired in the water system on the customer's side of the water meter. **Water leaks on the customer side of the water meter are the responsibility of the customer. However, to provide assistance to customers and promote goodwill, the City will consider an adjustment to the water bill once the leak has been repaired.**

Any request for an adjustment must be in writing and received by the Clerk's office within a reasonable time (usually within ten (10) business days) after the leak has been identified and fixed **AND** the City has sent the customer the water bill identifying the high water usage. All requests must be presented at a Council meeting and require City Council approval.

A leak adjustment **MAY** be granted when **ALL** of the following conditions are present:

- Water consumption exceeds the customer's average monthly usage or twice the average monthly usage over the previous 12-month period.
- Leak was concealed behind a wall, underground, or in a location that is not noticeable.
- Leak occurred on the customer's side of the meter.
- Receipts for parts and labor or other proof confirming the leak was repaired.

However, **NO** adjustments will be granted where **ANY** of the following situations exist:

- Usage above the customer's average monthly consumption is due to seasonal usage such as watering of sod, gardening, filling swimming pools or whirlpools, washing vehicles, etc.
- Leak was caused by a third party from whom the customer is able to recover their costs. Examples include, but are not limited to, theft, vandalism, negligence and construction damage or other damages covered by an insurance claim.
- When leak continues for an unreasonable amount of time.
- When leak is due to faulty plumbing fixtures. Examples include, but are not limited to water leaks in faucets and toilets.
- Leak caused by faulty irrigation pipes/systems above ground.
- The meter at said property has been accessed, tampered with, or turned on/off by anyone other than a City employee or plumber and that action results in loss of water.
- When an amount is due on the utility bill within the normal payment period or when the meter has been shut off due to non-payment.

While a leak adjustment request is being processed, the customer is responsible for payment of the entire amount due on their utility bills within the normal payment period; or the customer should request to enter into an agreed-upon payment arrangement. If this does not occur, the customer is subject to all current and applicable collection activities and termination of service processes for delinquent accounts.



Idaho Independent Intergovernmental Authority

PARTICIPATION AGREEMENT

Idaho Independent Intergovernmental Authority (III-A)

This Participation Agreement is between _____, hereinafter referred to as AGENCY, and the Idaho Independent Intergovernmental Authority (III-A) to secure the *3 year* commitment to participate in III-A's employee benefits programs effective on _____.

The AGENCY understands and agrees that its participation in the III-A is bound by the following:

1. Joint Powers Agreement and Declaration of Trust, a copy of which is attached hereto and incorporated by reference;
2. All contracts and/or policies of insurance entered into by the III-A which shall cover all eligible employees of III-A Member;
3. Any and all policies, rules and regulations pertaining to the administration of the III-A employee benefit programs, recognizing that any and all of these documents and rules may be amended from time to time; and
4. Any subsequent amendments to the "Joint Powers Agreement and Declaration of Trust", the contracts or policies of insurance entered into by the III-A, and any rules and regulations concerning the administration of the III-A employee benefit programs adopted by the Members of the Trust or the Trustees in accordance with the "Joint Powers Agreement and Declaration of Trust".

The AGENCY acknowledges and understands that:

1. The III-A is an irrevocable trust fund established for the purpose of funding employee benefit programs for the benefit of the III-A's Member's employees. As an irrevocable trust fund, the III-A Member does not retain any power to alter, amend, revoke or terminate the transfer of funds held in the Trust Fund. All funds of the Trust are fiduciary funds.

2. Any Idaho public agency, except an agency of the Idaho state government, as defined in Idaho Code Section §41-4102(9) is eligible to participate in the III-A provided the eligible Idaho public agency complies with all the governing documents of the III-A, including all III-A rules and regulations and policies and procedures.
3. Participation in the III-A requires a consecutive three (3) year participation commitment. The withdrawal of a III-A Member from the III-A prior to the completion of three (3) consecutive years of participation shall be determined to be an Unauthorized Withdrawal.
4. Any III-A Member may withdraw from membership in the III-A and from participation in any III-A program effective on September 30 of any year by giving written notice to the III-A no later than June 30th of the same year. A Member's withdrawal from the III-A shall be classified as either an Authorized Withdrawal or an Unauthorized Withdrawal. The withdrawal of a III-A Member from the III-A at any time following the completion of the mandatory three (3) consecutive years of participation shall be determined to be an Authorized Withdrawal.
5. All III-A Members that withdraw from the III-A, as either an Authorized Withdrawal or as an Unauthorized Withdrawal, is financially responsible for all unfunded run-out claims and will be billed by the III-A for such unfunded run-out claims. All III-A Members that withdraw from the III-A as an Unauthorized Withdrawal is also be responsible for a financial penalty equal to the sum of contributions paid by or charged to the withdrawing III-A Member during the twelve (12) month period immediately prior to the date of the Unauthorized Withdrawal.
6. All eligible, full-time employees of III-A Member must participate in the III-A programs offered by the III-A Member. Employees that provide proof of other coverage that is considered to be primary coverage for the employee, even while the employee is covered under a III-A program, is allowed to waive coverage under the III-A program.
7. Retirees of a III-A Member are eligible for coverage. Elected Officials of a III-A Member are eligible for coverage. Surviving dependents of a deceased employee of a III-A Member are eligible for coverage.
8. The Board of Trustees shall have the responsibility and authority to manage the operations of the III-A. The Board of Trustees shall consist of no more than thirteen (13) III-A Members. Four Trustees shall represent those III-A Members having the greatest number of employees eligible to enroll in a III-A program. One Trustee shall be elected by the Fire Districts. Five Trustees shall be elected by the III-A Member Delegation. The Board of Trustees shall appoint the eleventh (11th) Trustee. The Founding Agencies will elect the 12th and 13th Trustees. The Officers of the Board of Trustees shall consist of the Chair, Vice-Chair and Secretary.

9. Contribution rates will be set annually for each benefit program by the Board of Trustees. All III-A Members are responsible for payment of the monthly contributions that are based on the rates so established for the III-A programs offered by the III-A Member. Payment of the monthly contributions are due on the first day of the month for the month of coverage. The total amount as shown on the monthly billing must be paid as billed.

10. If participation in the III-A occurs more than 30-days after the final rates are presented to the AGENCY by the III-A, the rates quoted are contingent upon agency confirming, to the best of their knowledge, that there have not been any significant changes in the health of any individual that will be enrolled in a III-A plan since the agency's completion of their original application to join the III-A. The AGENCY Representative's signature on this document will serve as said confirmation.

IN WITNESS WHEREOF, the undersigned accepts all of the terms of the foregoing Participation Agreement and agrees to be bound by the same, and have affixed their signature as of the date indicated below.

Agency's Name

By: _____
Agency Representative and Title

Printed Name: _____

Date Signed: _____



**AMENDED AND RESTATED
JOINT POWERS AGREEMENT
and
DECLARATION OF TRUST
Idaho Independent Intergovernmental Authority**

This AGREEMENT is entered into this ____ day of _____, 20__, for the purpose of facilitating the collective participation and negotiation of its agencies of health benefits coverage with vendors doing business in Idaho or through health benefit pooling and/or self-funding.

I. RECITALS

WHEREAS, public agencies are authorized to provide their officers and employees with health care benefits; and

WHEREAS, the undersigned, hereinafter designated as the "Agency", is authorized by Idaho Code Section §67-2326 et seq. to enter into agreements with one or more public entities for the purpose of jointly exercising any power common to said public entities; and

WHEREAS, the Agency, is authorized by Idaho Code Section §41-4101 et seq. to provide for joint public agency self-funded health care programs; and

WHEREAS, the Agency has been duly authorized by its respective governing body to enter into this Agreement with the Idaho Independent Intergovernmental Authority; and

WHEREAS, it is the intention of the Parties to this Agreement to create an irrevocable trust fund for the purpose of funding health benefits for the Agencies' employees pursuant to

a joint public agency self-funded health care program.

NOW, THEREFORE, BE IT AGREED BY AND BETWEEN the parties hereto as follows:

II. DEFINITIONS

“III-A” or “III-A Trust” or “Trust” - The Idaho Independent Intergovernmental Authority, established pursuant to the statutes of this state by Joint Powers Agreements.

“III-A Plan” or “Plan” - The Idaho Independent Intergovernmental Authority Benefits Plan, established pursuant to the statutes of this state.

“Board” - The Board of Trustees of the III-A Plan which shall serve as Trustees as required by Idaho Code, Title 41, Chapter 41.

“Agencies” - The political subdivisions, as identified in Idaho Code §§ 6-902(2), 41-4102(9), and 67-2327, which qualify and agree to the terms of this Joint Powers Agreement or any subsequent amendment thereto. Agencies also includes Collective Bargaining Eligible groups that provide police or fire services to government entities that are eligible to participate in collective bargaining as a bargaining unit.

“Joint Powers Agreement” or “Trust Agreement” - means and refers to this Agreement and Declaration of Trust wherein political subdivisions agree to participate in the offers of the III-A as set forth by the Board, and any subsequent modifications or amendments thereto.

“Authority” means and refers to the Idaho Independent Intergovernmental Authority (also known as the III-A or III-A Trust or Trust), a joint public agency self-funded health care plan program operating pursuant to Idaho Code §§67-2326 et seq. and Chapter 41, Title 41, Idaho Code.

“Trustees” means and refers to the Trustees and their successors provided for in this Agreement.

“Plan” means the joint public agency plans of benefits, self-funded or jointly purchased, established by the Joint Powers Agreement and documents relating thereto, and under which payment for medical, surgical, hospital, and other services for prevention, diagnosis, or treatment of any disease, injury, or bodily condition of an employee is, or is to be, regularly provided for or promised from funds created or maintained in whole or in part by contributions or payments thereto by a public agency employer, or by a public agency employer and the employees of the public agency.

“Employee” means and refers to all persons employed by an Agency, which may include elected officials, who are eligible for benefits under this agreement. . The term “Employee” also includes retirees of Agencies, provided that such participation complies with Idaho law and provided that there has been no lapse in coverage between active status and retired status.

“Contract Administrator” or “Third Party Administrator (TPA)” refers to the entity designated by the Trustees to administer the Plan. Such Administrator is a fiduciary agent of the Trustees.

“Fund” means and refers to the Trust Fund created by this instrument, and shall mean generally the monies, property, contracts or things of value, tangible or intangible, received and held by the Trustees for the uses, purposes and Trust set forth herein, and those things of value which comprise the corpus and additions to the Fund. The Fund is an irrevocable trust fund, which means the Agency does not retain any power to alter, amend, revoke or terminate the transfer of funds held in the Trust Fund. Funds in the Trust Fund are fiduciary funds.

“Agency Contributions” means contributions made by each Agency to the Fund for the Plan.

“Employee Contribution” means the contributions made by the Employees of the Agencies to said Fund.

“Plan Document” means the Joint Powers Agreement, any medical agreement, the administrative services agreement, or any other agreement entered into by the Board of Trustees, and the summary plan description, schedule(s) of benefits, and/or any other documents, brochures, pamphlets, working rules, policies, or any and all other documents produced in furtherance of the Plan.

“Executive Officer” means the individual that is the chief administrative official of the Agency and has the power to hire and fire employees.

III. PARTIES

The parties to this Agreement shall be those public agencies, which qualify and agree to the terms of this Joint Powers Agreement or any subsequent amendment thereto.

IV. PURPOSE AND COMMON POWER

The purpose sought to be achieved by the parties to this Agreement is the joint exercise of the powers conferred by Idaho Code Section §67-2326 et seq. and Idaho Code Section §41-4101 et seq. to provide officers and employees of Agencies with benefits in the most cost-effective manner possible while emphasizing quality, price stability and financial solvency. The Agencies will seek to accomplish this purpose through health benefit pooling, as authorized by Idaho Code Section §41-4101 et seq.

It is the intent of the Agencies of the III-A to create an entity with unlimited duration which will administer a self-funded health care plan. All income and assets of the III-A Plan shall be at all times held in Trust and dedicated to the benefit of its Agencies.

V. IDAHO INDEPENDENT INTERGOVERNMENTAL AUTHORITY

By this Agreement there is created the Idaho Independent Intergovernmental Authority (hereinafter "III-A" or "Authority"), a separate public agency formed to carry out the purposes set forth above. The debts, liabilities and obligations of the Authority shall not be debts, liabilities or obligations of the respective parties hereto except as otherwise provided in this Agreement.

The III-A shall be comprised of those political entities which have entered into this Agreement or any subsequent amendment to this Agreement by and through an individual duly authorized to execute this Agreement, and who have agreed to tender the appropriate contributions. This Agreement shall be automatically renewed, annually or periodically, consistent with Board established policy terms, unless the provision for withdrawal, expulsion or termination are applied in compliance with the terms of this Agreement or adopted Board policy.

VI. NON-WAIVER

The Agencies of the III-A, by participation in this program, do not waive any immunities or limitations of liability provided to political subdivisions or their employees by law of the state of Idaho or the United States; provided however, this paragraph or any other terms as stated in this Joint Powers Agreement does not abrogate or waive in any way whatsoever the standards of conduct as to fiduciary responsibilities of the trustees either individually or collectively as the Board of Trustees as required under titles 41 and 68, Idaho Code or other applicable law.

VII. IRREVOCABLE TRUST FUND

Financial operations of the III-A are committed to the sound discretion of the Board of Trustees with the primary intent being the long-term solvency of the program through the use of an irrevocable trust; said Trust Fund shall be actuarially sound, that its assets and income must be adequate under reasonable estimates for payment of all benefits promised to beneficiaries of the Plan. Contributions from Agencies shall be determined by the Board, considering, among other factors, risk exposure as determined by actuarial information, loss experience, net operating expenditures, costs of administering claims, and other appropriate or necessary costs.

The Fund is an irrevocable trust fund, which means the Agency does not retain any power to alter, amend, revoke or terminate the transfer of funds held in the Trust Fund. Funds in the Trust Fund are fiduciary funds.

The III-A Joint Powers Agreement establishes an Irrevocable Trust Fund which shall consist of funds the Board deems reasonably sufficient to annually produce the sum of money necessary to fund benefit claims and claims expenses, provide for any stop loss insurance, excess insurance requirements, provide for fidelity bonds, other operating expenses, plus funds necessary to meet the III-A's obligation to satisfy the requirements of any regulatory authority. The Trust Fund shall be legally liable for payment of all applicable benefits stated in the statement or schedule of benefits in effect at the time a claim there under arises.

The name of this Trust is and shall be the "III-A Trust" and shall in all respects be governed by the laws of the state of Idaho and administered to accomplish the purposes expressly, and by necessary implication, contained herein.

The express purpose and primary objectives of the Trust are:

1. To establish and maintain a program of providing and maintaining health

benefits for Employees of Agencies;

2. To pay for costs of wellness programs designed to improve the health of employees;
3. To pay for incurred claims, for costs of administration and related expenses of self- funded programs;
4. To empower the Trustees to enter into contracts to provide benefits; and
5. To reimburse the Trustees for any other expenses necessarily or properly incurred by them in the performance of their duties under this Trust Agreement.

The foregoing expressions of purpose are not exhaustive and, in addition to other related objectives reasonably inferred from that list, that the Trust shall have such other objectives as may be lawful under Idaho law.

VIII. MEMBERSHIP DELEGATION

Each Agency may appoint a delegate to represent it at the annual meeting of the Membership Delegation. At this meeting, the Board shall report to the delegation and the delegation shall elect the Board of Trustees as provided herein. Each Agency may change its delegate at any time provided that the Agency gives the Executive Director written notice of the change prior to the first meeting at which each new delegate attends for the purpose of representing the Agency. Each delegate is entitled to cast one vote on each action item at any duly constituted meeting of the delegation at which he or she is present.

A minimum of ten delegates must be present for the transaction of Authority business at a meeting of the delegation. A vote of a majority of the Agencies present at any such annual meeting shall be sufficient to approve an action of the Membership Delegation.

IX. BOARD OF TRUSTEES OF AUTHORITY

This agreement shall be administered and contracts with vendors shall be executed by the Authority's Board of Trustees, hereinafter referred to as the "Board." The Membership of the Board of Trustees shall consist of no more than thirteen Trustees. Only Agencies with three or more years of participation in the III-A shall be eligible to serve as a Trustee. The Board of Trustees shall be made up as follows:

Trustees Seats One through Four shall be chosen based on the number of employees enrolled in the Authority's medical program. The four Agencies having the highest number of enrolled employees shall have a Trustee on the Board of Trustees. These seats shall be staggered, Seat One shall be filled by the highest enrolled and the remaining seats shall follow based on enrollment. The initial terms shall be staggered as provided: Seat One and Two shall serve three years; Seat Three shall serve two years; and Seat Four shall serve 1 year. Thereafter, these seats shall serve three year terms as identified below.

Ninety days prior to the annual Delegation meeting, the Board shall verify the number of enrolled employees for each Agency in order to determine the four Agencies entitled to a Trustee position on the Board of Trustees. Such Trustees shall hold seats numbered one through four on the Board of Trustees.

Trustee Seat Five shall be chosen by the majority of the Collective Bargaining Eligible Agencies prior to the annual Delegation meeting.

Trustee Seats Six through Ten shall be elected from the Delegation, provided that no Agency shall have more than one Trustee on the Board of Trustees.

Trustee Seat Eleven shall be appointed by the Board of Trustees.

Trustee Seats Twelve and Thirteen shall be designated as Founding Agency Seats and shall be elected only by a majority of the Agencies that joined at the inception of the Trust.

Any Founding Agency with any lapse in membership with the Trust will not be eligible for a Founding Agency Seat or vote. The eligible Founding Agencies are: Aberdeen, American Falls, Arco, Blackfoot, Cascade, Council, Donnelly, Downey, Dubois, Fruitland, Grangeville, Homedale, Ketchum, Kooskia, Lava Hot Springs, Menan, Minidoka Irrigation District, New Meadows, New Plymouth, Nezperce, Oakley, Paul, Potlach, St. Anthony, Victor, and Wilder.

All seats shall serve a term of three years.

If an Agency holding a Trustee Seat withdraws or is involuntary terminated from the III-A, the Board shall appoint an eligible Agency for that Trustee Seat for the remainder of the term.

The Executive Officer of an Agency cannot serve as a Trustee on the Board of Trustees. If a Trustee eventually holds an executive office, such Trustee shall be replaced with another representative of the Agency.

X. MEETINGS OF THE AGENCY DELEGATION AND BOARD OF TRUSTEES

There shall be an annual meeting of the Agency Delegation. At least ten Agency Delegates shall be present in order to conduct business. Each Delegate shall have one vote at Delegation meetings.

The Board of Trustees shall meet at least once each quarter. Minutes shall be kept of all Board and Delegation meetings by the Executive Director of the Board. A simple majority of the Board shall constitute a quorum for the transaction of business.

All meetings of the Delegation and the Board shall be subject to the Idaho open meetings act (Idaho Code §74-201 et seq.). The Board shall adopt rules and regulations for conducting Delegation and Board meetings in conformity with the law.

XI. OFFICERS OF THE BOARD

The officers of the Board of Trustees shall consist of the Chair, Vice-Chair and

Secretary.

The Chair shall be responsible for developing meeting agendas and conducting meetings and shall be authorized to make administrative decisions on behalf of the III-A subject to Board policies.

The Vice-Chair shall fulfill the Chair's duties in his or her absence.

The Secretary or his or her designee shall cause minutes of all meetings to be kept and shall, upon request, cause a copy of the minutes to be forwarded to any Agency of the III-A.

The Secretary shall fulfill the duties of the Chair and Vice-Chair in their absence.

XII. POWERS AND DUTIES OF AUTHORITY BOARD OF TRUSTEES

A. Powers and Duties. The Trustees shall have all powers with regard to Trust property granted by Idaho law on the date hereof, and, in addition, shall have the following specific powers:

1. To hold, manage, care for and keep the Fund and collect the income and increments thereof, and keep and maintain adequate and proper records to render an annual audit, accounting and reports as hereinafter mentioned;
2. To employ or hire such agents, attorneys, accountants, actuaries, consultants, employees or other persons, and may lease premises and equipment, as may be necessary or desirable in administering the Fund and carrying out its purposes. The necessary and reasonable fees, salaries, wages, emoluments or compensation of any and all such persons shall be paid from the Fund;
3. To sell, convey, transfer, pledge, lease or otherwise dispose of the same without the approval of any court and without any notice to Agencies

and without obligation upon any person dealing with the Trustees to be responsible for the application of any money or other property delivered to them, to the extent permitted by Idaho law.

4. To pay any and all taxes of whatsoever nature the Fund is or may be obligated to pay, and incur any expenses for supplies, rental of space, or other items or anything else believed to be necessary or desirable in administering the Fund and carrying out the objects and purposes of this Trust;
5. To borrow money for the purposes of the Trust and to give security therefore;
6. To exchange property or securities for other property or securities;
7. To vote, either in person or by proxy, any shares of stock held as part of the assets of the Trust;
8. To collect the principal or income of the Trust as the same shall become due and payable, and, if necessary, to take such legal proceedings as it may deem advisable in the best interests of the Trust to collect any sum of money due to the Trust. The Trustees shall be under no obligation to commence suit unless they shall first have been indemnified by the Agencies with respect to expenses or losses to which the Trust may be subjected through taking such action;
9. To have all right, power and authority to do all those things which, in the opinion of the Trustees may be necessary or desirable for the administration and operation of and accomplishments of the objectives and purposes of the Fund and this Trust and Trust Agreement in

compliance with title 41, chapter 41, Idaho Code.

B. Authority of Trustees.

1. The Trustees, in carrying out the purposes of this Trust Agreement, shall have the power and the right to provide the intended benefits under this Trust by means of self- funding by the Trust.
2. Except as limited by law, a majority of the Trustees may in writing designate one or more of the Trustees or another individual to act on behalf of all the Trustees. A third party dealing with the Trustees may conclusively presume that any exercise of power within the scope of a written designation is authorized by the Trustees and is in accordance with the terms of this Agreement. In the absence of such written designation, any action approved by a majority of the Trustees shall be conclusively binding.
3. The Trustees may, subject to their discretion and the continuing right to change, obtain for the beneficiaries of the Trust, the forms of employee benefits.
4. All contributions must be deposited in the name of the Trust. All corpus or portions of the Fund not expended may be deposited in the name of the Trust in such depository or depositories or investments as the Trustees shall from time to time select, as authorized in writing, and any such deposit or deposits should carry or bear interest. The Trustees are empowered to receive for the benefit of the Trust Fund such interest as might accrue on the above deposits. If not so deposited, any accumulated funds not currently required for the purposes of this Trust

shall be invested by the Trustees in reasonably secure, reasonably liquid investments permitted for investment of such funds pursuant to Idaho law.

5. The Trustees may invest reserves required by Idaho Code §41-4110 and other funds available for the purposes of the Trust in investments authorized by Idaho Code §41-4109. All such investments shall be made and held in the name of the Trust Fund, and the interest and yield thereon shall inure to the account of the Trust Fund. No investment shall be made unless authorized in writing by the Trustees and so shown in the records of the Trust Fund. Any Trustee or other person who authorizes any investment of Trust Fund moneys in violation of Section 41-4109, Idaho Code, shall, in addition to other penalties provided under Idaho law, be liable for all loss suffered by the Trust Fund on account of the investment. No investment made in violation of Section 41-4109, Idaho Code, shall constitute an "asset" in any determination of the financial condition of the Trust Fund.
6. The Trustees shall not receive compensation for their services rendered. The Trustees shall receive reimbursement for actual reasonable expenses incurred and travel per diem as set forth by the Trustees.
7. All checks, drafts, vouchers, or other withdrawals from the Fund or depositories or investments shall first be authorized by the Trustees and then signed by appropriate signators, except that checks for claims payment and authorized expenses may be signed by an authorized representative of the Contract Administrator responsible for

administering the self-funded benefits.

8. In the event there shall be any disagreement between the Trustees and the Contract Administrator over exercise of powers granted herein, the Trustees shall prevail, and the service organization shall have no liability to any person with respect to such act or omission in the event it shall give notice in writing of its dissent from such act to each Trustee and to each Agency.
9. The benefits to be provided hereunder shall be set forth in an Employee Booklet that shall be provided to each employee-beneficiary of the Plan. Summary plan descriptions and summary benefits coverage (SBC) shall be provided as required by law.
10. The accounting year of the Fund shall be on a fiscal year basis, commencing on the first day of October of each year, and ending on the last day of September of the following year, provided that the first fiscal year of the Fund shall begin on the date of registration with the State of Idaho and end on the last day of September 2012. Any report required by law, city, county, State or federal, or the respective subdivisions thereof, shall be made by the Trustees. The Trustees shall have an annual audit and accounting of the Trust Fund by an independent Certified Public Accountant in accordance with generally accepted accounting practices, at the end of each fiscal year. The CPA shall certify to the accuracy of his audit and accounting. A statement of the results of each audit shall be available for inspection by authorized persons at the Principal Office of the Trust for a period of not less than

five (5) years. Copies of the audit and generalized statements of the accounting and reports shall be delivered to each Trustee and available at the request of each Agency after each audit or at other times when necessary. In addition to the audit required by this Section, the Trustees shall promptly make the books, records and accounts of the Plan and Trust Fund available to the Director of the Idaho Department of Insurance and do all other things necessary to comply with the examination requirements of Idaho Code §41-4113.

11. On an annual basis the Trustees shall contract for an actuarial study of all self-funded programs to establish reserve levels, set appropriate funding and contribution rates and ensure compliance with state and federal laws and regulations. The Trustees shall provide reports as required by the Department of Insurance.
12. The Trustees shall have the power to adopt rules and regulations for the administration of the Fund and/or Trust, which shall be consistent with the covenants, terms, conditions, obligations and duties as set forth in this Trust Agreement, and such rules and regulations shall be binding upon all persons dealing with the Fund and upon any and all persons claiming any benefits hereunder. Provided such rules and regulations shall not conflict with any provision of this Agreement.
13. The Trustees shall procure dishonesty insurance policies or surety bonds for the Trust and persons authorized to receive, handle, deal with or draw upon the monies in the Fund for any purpose whatsoever, said bonds to be in such reasonable amount to reasonably aid in reimbursing

bondable loss of money, and in the event shall meet the requirements as may be required, from time to time, by applicable United States or Idaho law, including Idaho Code §41-4114(3). Such bonds are to be obtained from a reputable fidelity or surety company or companies as the Trustees shall determine. Any such bonds or policies shall only be cancelled upon giving no less than thirty (30) days' written notice to the Trustees and to the Director of the Idaho Department of Insurance. The cost of the premiums on such bonds shall be paid out of the corpus or income of the Fund.

14. The Trustees shall be required to execute annual conflict of interest disclosure statements, consistent with the requirements of Idaho Code §§41-223(1), 41-4115, and Title 68, Idaho Code. The Trustees shall also require all contractors to execute conflict of interest disclosure statements.

XII. FUNDS OF THE AUTHORITY

A. ESTABLISHMENT OF AUTHORITY FUNDS

The Board shall establish an irrevocable trust fund for the purpose of receipt of contributions, making claim payments, payment of premiums to insurers contracting with the III-A and administrative expenses under the III-A's self-funded program(s). Revolving bank accounts may be established to facilitate payment of claims provided such accounts are established as irrevocable trust funds. Deposits to and withdrawals from these funds shall be made as provided herein. All money acquired by or belonging to the III-A shall be kept in said irrevocable trust funds and all funds of the III-A are fiduciary funds. Books and records of the III-A shall be open for inspection at all reasonable times.

B. ANNUAL CONTRIBUTIONS

For each fiscal year commencing October 1, and ending September 30, each Agency that is a party to this Agreement shall contribute to the III-A an amount equal to the total estimated annual cost of its participation in the self-funded programs of the III-A as calculated by the Board, paid in advance to the III-A in monthly installments based upon the number of employees enrolled in each program. All contributions shall be payable to the name of the Trust and shall be paid in the manner and form determined by the Trustees. All Agencies shall comply with the Prompt Payment Act, title 67, chapter 23, Idaho Code. Contributions shall be deposited and disbursed from a trust fund created and existing under this Agreement between the Agency and Board of Trustees. The purpose of this Trust is to provide for the pooling of contributions for health care costs as described in Title 41, Chapter 41 of the Idaho Code. If employees are required to pay for any portion of the contribution, such payment shall be by regular periodic payroll deductions and shall be paid by the Agency to the Trust Fund on a monthly basis, except as to contributions made by an employee during his absence from employment for such period as the Plan may reasonably provide.

Subject to the provisions providing for termination of this Agreement, all Contributions to the Trust shall be irrevocable, and under no circumstances shall any monies properly paid into the Trust, or any part of the Trust, be recoverable by or payable to the Agencies or any Employee, nor shall any of the same be used for or diverted to purposes other than for the exclusive program of benefits for Employees and beneficiaries provided hereunder.

The Trustees shall arrange for the disbursement of benefits under the Plan through a Contract Administrator appointed by the Trustees.

Prior to payment to an Employee or his beneficiary, all assets of the Trust shall be owned by the Trust and shall not be liable in any way for any debt or obligation of any

Employee or any Agency. To the extent permitted by law, all Trust benefits shall be exempt from attachment, garnishment, levy of execution, bankruptcy proceedings, or other legal process at any time subject to the Trustee's possession and control; but in any event such assets shall be subject to such process only to the extent of such Employee's benefits hereunder as they fall due.

No Employee or other beneficiary shall have any right or claim to benefits under the Plan except as specified in the self-funded benefits procured or entered into pursuant to this Agreement. Any dispute as to eligibility, type, amount, time or duration of benefits provided by the Fund as self-funded, shall be decided by the Trustees, subject to the Employee's right to external review as provided in Idaho Code, Title 41, Chapter 59.

C. ADJUSTMENT OF CONTRIBUTIONS

During the course of each fiscal year covered by this Agreement, the Board shall review and determine whether contribution rates should be adjusted to reflect substantial changes in anticipated costs or other unforeseen events occurring after the commencement of the fiscal year. In the event the Board determines that an immediate change in contribution rates is required, the Board shall provide at least sixty days' notice to Agencies before such change in contribution rate is affected.

D. CONTRIBUTIONS FOR FUTURE YEARS

For each fiscal year, the Board shall transmit to each party by no later than sixty days preceding the commencement of the new fiscal year the Agency's contribution rates for such year. The contribution rates so projected shall constitute the limit of each party's annual liability for costs unless subsequently adjusted by the Board of Trustees as herein provided.

E. CONTRACT ADMINISTRATOR

1. The Board may appoint a Contract Administrator of the Authority.

(a) All checks, drafts, vouchers, or other withdrawals from the Fund or depositories or investments shall first be authorized by the Trustees and then signed by appropriate signators as determined by the Trust, except that checks for claims payment under the self-funded benefit provisions of this Trust or checks for Board authorized expenses may be signed by an authorized representative of the Contract Administrator responsible for administering the self-funded benefits.

(b) In the event there shall be any disagreement between the Trustees and the Contract Administrator over exercise of powers granted herein, the Trustees shall prevail, and the service organization shall have no liability to any person with respect to such act or omission in the event it shall give notice in writing of its dissent from such act to each Trustee and to each Agency.

(c) A separate fidelity bond shall be required for the Contract Administrator pursuant to Chapter 9, Title 41, Idaho Code.

XIII. LIABILITY OF BOARD

The Trustees of the III-A owe a duty to the beneficiaries of the Trust to comply with prudent investor rule set forth in Title 68, Chapter 5 of Idaho Code. Trustees shall invest and manage trust assets as a prudent investor would and Trustees must make reasonable efforts to verify facts relevant to the investment and management of Trust assets. Provided Trustees comply with their fiduciary duties, they shall not be liable for any mistake of judgment or other action made, taken or omitted by them in good faith; nor for any action taken or omitted by any agent, employee or independent contractor selected with reasonable care, except with regard to liability as stated in Idaho Code §41-4109(5) or other violations of title 41, chapter

41, Idaho Code. No Trustee shall be liable for any action taken or omitted by any other Trustee. The assets of the III-A shall be used to defend and indemnify any Trustee, officer, or employee for actions by such person in good faith within the scope of his or her authority for the III-A as public officials in the state of Idaho.

XIV. ELIGIBILITY FOR MEMBERSHIP

Pursuant to this Agreement and any membership policies adopted by the Board a “public agency” as defined in Idaho Code Section §41-4102(9) (hereinafter “entity/agency”), may be eligible for participation in the III-A programs established pursuant to this Agreement if, and only if, such public entity/agency satisfies all of the following requirements:

- A. The public entity/agency must be located within the State of Idaho.
- B. The public entity/agency cannot be an agency of the state government.
- C. The JPA shall be signed by the governing body of such public entity/agency and shall provide written authorization for the participation, such as approved meeting minutes or a resolution, of the entity/agency into this program.
- D. The JPA must be accepted by a majority of the entire membership of the Trustees of the Board before taking effect. The decision of the Board shall be final.
- E. All eligible, employees of Agencies must participate in programs offered by the III-A except elected officials and individuals who provide proof of other medical, dental or vision benefit coverage under a policy on which the coverage is primary for the employee seeking to waive coverage and would remain primary whether or not the employee is covered by the Authority. Retirees of the Agencies may also participate in III-A programs provided such participation complies with Idaho law and provided that there has been no lapse in coverage between active status and retired status.

XV. WITHDRAWAL BY MEMBER

A. NOTIFICATION

Any Agency may elect to withdraw from Membership in the III-A and from participation in its programs effective September 30 of any year by giving written notice to the III-A no later than June 30th at 5pm MT of the same year. It shall be a condition precedent to the making of such an election that the Agency has completed not less than three full fiscal years as a member of the III-A immediately prior to the proposed effective date of its withdrawal. The notice of withdrawal shall consist of a resolution adopted by the governing body of the Agency, expressly stating the party's intention to exercise its right hereunder to withdraw effective the next succeeding September 30.

An Agency which withdraws without complying with the above paragraph will be subject to a penalty equal to the contributions paid or charged against the Agency for the twelve (12) month period prior to the effective date of the Agency's unauthorized withdrawal. The penalty shall be paid in full within ninety (90) days following the date of unauthorized withdrawal. In the event that such penalty is determined to be a violation of Article VIII, Section 3, of the Idaho Constitution, such penalty shall not be assessed.

B. UNFUNDED LIABILITY

In addition to any fees required to be paid in subsection A, a withdrawing Agency must pay in full the amount of its proportionate share of any cumulative unfunded liability as determined by the Board. Upon withdrawal, the Trust will provide the currently known amount of unfunded liability and the withdrawing agency shall pay in full within ninety (90) days following the date of unauthorized withdrawal. From date of withdrawal, claims may continue to be processed for one full year and the withdrawing Member is obligated to fulfill its entire amount of unfunded liability.

C. RE-ADMISSION

An Agency, which has withdrawn, must be a non-member of the III-A for a period of two (2) complete program years and must apply for membership pursuant to Section XIV.

XVI. INVOLUNTARY TERMINATION OF MEMBER

The III-A may, if it deems such action necessary to achieve the purposes stated hereinabove, elect to terminate any Agency's participation under this Agreement without that Agency's consent. The terminated Agency shall have the financial responsibilities expressed in Article XV.B. Such action may only be taken upon an affirmative vote of two-thirds of all the members of the Board of Trustees followed by ninety (90) days' written notice to the party of its involuntary termination.

XVII. DISSOLUTION OF AUTHORITY

The term of this agreement is intended to be perpetual. The III-A may elect at any time to terminate its joint activities carried on pursuant to this Agreement. Such election to terminate shall not be effective unless authorized by duly adopted action of each of the governing bodies of at least three-fourths of the current III-A Agencies and by written request of the Board of Trustees to the Director of the Idaho Department of Insurance and entry of his order terminating said Plan and Trust Fund in accordance with Section 41-4118, Idaho Code, or its subsequent equivalent.

In the event of termination of this Joint Powers Agreement such that the III-A is dissolved, all assets of said Plan and Trust Fund shall be liquidated, and such liquidation shall be conducted by the Board of Trustees under a plan of liquidation in writing filed with the Director of the Idaho Department of Insurance and approved by the Director in accordance with section 41-4119, Idaho Code, or its subsequent equivalent.

XVIII. ACCESS TO EMPLOYEES

Agencies agree to cooperate with the III-A and its consultants in coordinating access to Employees for the purpose of training, obtaining relevant information, completing required forms, etc. All necessary steps shall be taken to ensure that the III-A, its Trustees, and its consultants comply with HIPAA.

XIX. STOP LOSS PROVISION

An integral part of the Trust will be an aggregate stop loss and specific stop loss insurance as required by law. Stop loss coverage will be provided by an authorized carrier licensed to execute contracts in the State of Idaho, pursuant to the requirements of Idaho Code §41-4104.

XX. SEVERABILITY

In the event that any portion of this Agreement is hereafter found or declared to be void or otherwise rendered inoperative in any way, the remainder of this Agreement shall continue in full force and effect separate and apart from the portions so invalidated.

XXI. AUTHORITY TO AMEND AGREEMENT

The Board of Trustees shall have the authority to amend this Agreement by a three-fourths vote at a properly noticed meeting. In the event this Agreement is amended, the Authority shall first obtain authorization from the Department of Insurance.

XXII. VENDOR-CARRIER SELECTION

The selection of vendors and consultants for the III-A shall be at the sole discretion of the Board. Benefit offerings shall be at the sole discretion of the Board.

Approved by the _____ on _____, 20__.

Name and Title

Attest:

Clerk

Approved by the III-A Board of Trustees on _____, 20__.

Rick Watkins, III-A Chairman

Attest:

III-A Clerk



PRO TECH ROOFING, INC.

COMMERCIAL/RESIDENTIAL
Idaho Contractors License # RCE-1075
DPW # 10278-A-4(07400, 07700)
DeniseClark@ProTechRoofing.US

Proposal/Agreement

DATE OF PROPOSAL: 5/8/2019

PROPOSAL SUBMITTED TO:
akelley@cityofemmett.org
Alyce Kelley

WORK TO BE PERFORMED AT:
Emmett Library

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviation from specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the signed estimate or executed contract. There may be unforeseen items that the architect has not addressed. Pro Tech Roofing, Inc. assumes no responsibility to interrupt work due to discrepancies in the drawings or specifications. Additional costs may arise due to a lack of drawing clarifications. All agreements are contingent upon strikes, accidents or delays beyond our control. Our workers are fully covered by Workman's Compensation Insurance.

Scope of Work:

- Reseal all penetrations on metal roof
- Clean all debris from membrane roof
- Pressure wash membrane-allow to dry
- Inspect membrane roof and make any necessary repairs
- Apply primer on membrane roof-allow to cure
- Apply Elastomeric Roof Coating over entire membrane roof
- Seal metal tie into single ply and coat 18" onto metal roof

Bid does not include: Carpentry work, Roof Curbs, Secondary framing, Stucco/EIFS Flashings, Flashings not roof related, (Masonry/Foundation & Window/Door & Brick/Stone Metal), Louvers, Painting & Snow removal, HVAC curb insulation.

FOUR THOUSAND, SIX HUNDRED EIGHTY-FOUR DOLLARS-----\$4,684.00

Proposal submitted in accordance with plans & specs, date:

Estimator: Scott Lottman

Prepared By: Denise Clark

Acceptance:

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to complete this contract as specified. Payment will be made upon completion of job or as outlined in Contract Documents.

AUTHORIZED SIGNATURE

COMPANY

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 30 DAYS.

*****VISIT OUR WEB SITE*****

WWW.PROTECHROOFING.US

1986 E. State St., Ste.#A Eagle, ID 83616 Office 208 939-6714, FAX 208-939-3970



EMMETT POLICE DEPARTMENT

501 E. Main Street – Emmett, ID 83617

Fax 365-6062 Phone 365-6055

Steve Kunka, Chief of Police

May 8, 2019

Mayor Gordon Petrie
Emmett City Council

This letter is in response to the letters and maps I received from Jen Frieboes and Kiwanis Club regarding the June 15, 2019 Annual Louie Gorrano Fun Run/ Walk (see attached documents).

The June 15, 2019 Annual Louie Gorrano Fun Run/Walk race request is to start at 8:00 AM. The requested street monitoring will be possible with the help from the on duty officers, reserve officers, citizens on patrol members and myself.

If any concerns or issues come up they will be resolved between Jen Frieboes of the Kiwanis Club and me. This run has been ran in the past by a different organization and the Kiwanis Club will be running it the same way as it has been run in the past. With this said I am in full support of this event.

Steve Kunka

A handwritten signature in blue ink, appearing to be "S. Kunka", written over a horizontal line.

Chief of Police

April 29, 2019

Emmett City Council
501 East Main
Emmett, ID 83617

Dear City Council,

Thank you for allowing the Kiwanis Club to have the Louie Gorrano Memorial Kiwanis-Cherry Festival Fun Run & Walk in years past.

The 2019 race is scheduled for Saturday, June 15th at 8:00am. There is a two-mile route and a 5K route. They will start at the same time.

The northeast corner of the City Park is the starting point and is also where the finish line is located for both routes. The routes are attached.

We do not ask for any roads to be closed, but that the intersections on the race routes be monitored by City Police or appropriate personnel.

There are two short stretches of county road in the 5K route. A conditional approval from the County Commissioners has been granted and is attached. Final approval will be granted following approval of this event through City Council.

Please contact me with any questions. Thank you for your time on this matter.

Jen Frieboes
Community Outreach - Meadow View Senior Living
(208)810-0800

Board of Commissioners

Chairman:
BRYAN ELLIOTT
District I
MARK REKOW
District III
BILL BUTTICCI
District II



415 E. Main Street
EMMETT, ID 83617
(208)365-4561
Fax 365-7795
Commissioners@co.gem.id.us

April 15, 2019

Jennifer Freiboers (via email jmfrieboes76@gmail.com)
Denise Sorenson
C/O Emmett Kiwanis

Re: Cherry Festival 5K Conditional Approval

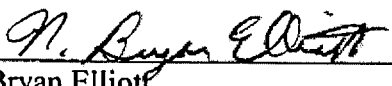
Dear Jennifer & Denise:

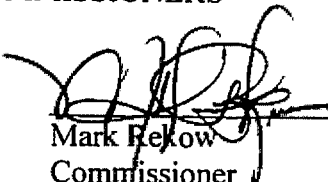
The Gem County Board of Commissioners (Board) has received your request for production of the Kiwanis Cherry Festival 5K on Saturday, June 15, 2019. Our understanding is that a small portion of the course map occurs on County-owned roads. It is also our understanding that you are working with the City, specifically Chief Kunka, in assuring safety along the route, including the County-owned portions. The Board will conditionally approve your event, subject to your completion of a Gem County Road and Bridge Right of Way permit and with the signature of Gem County Road and Bridge Director, Neal Capps. Please complete the application and have Mr. Capps sign off on this letter. Once you have obtained the below-noted signature, please return a copy of this letter to Shelly Tilton, Gem County Clerk (stilton@co.gem.id.us) for our records.

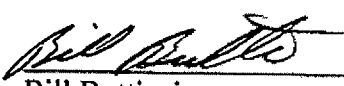
Agency	Signature	Date	Comments
Gem County Road and Bridge			

We recognize the benefit of the long-standing Kiwanis 5K in our community and wish you the best of luck with your event.

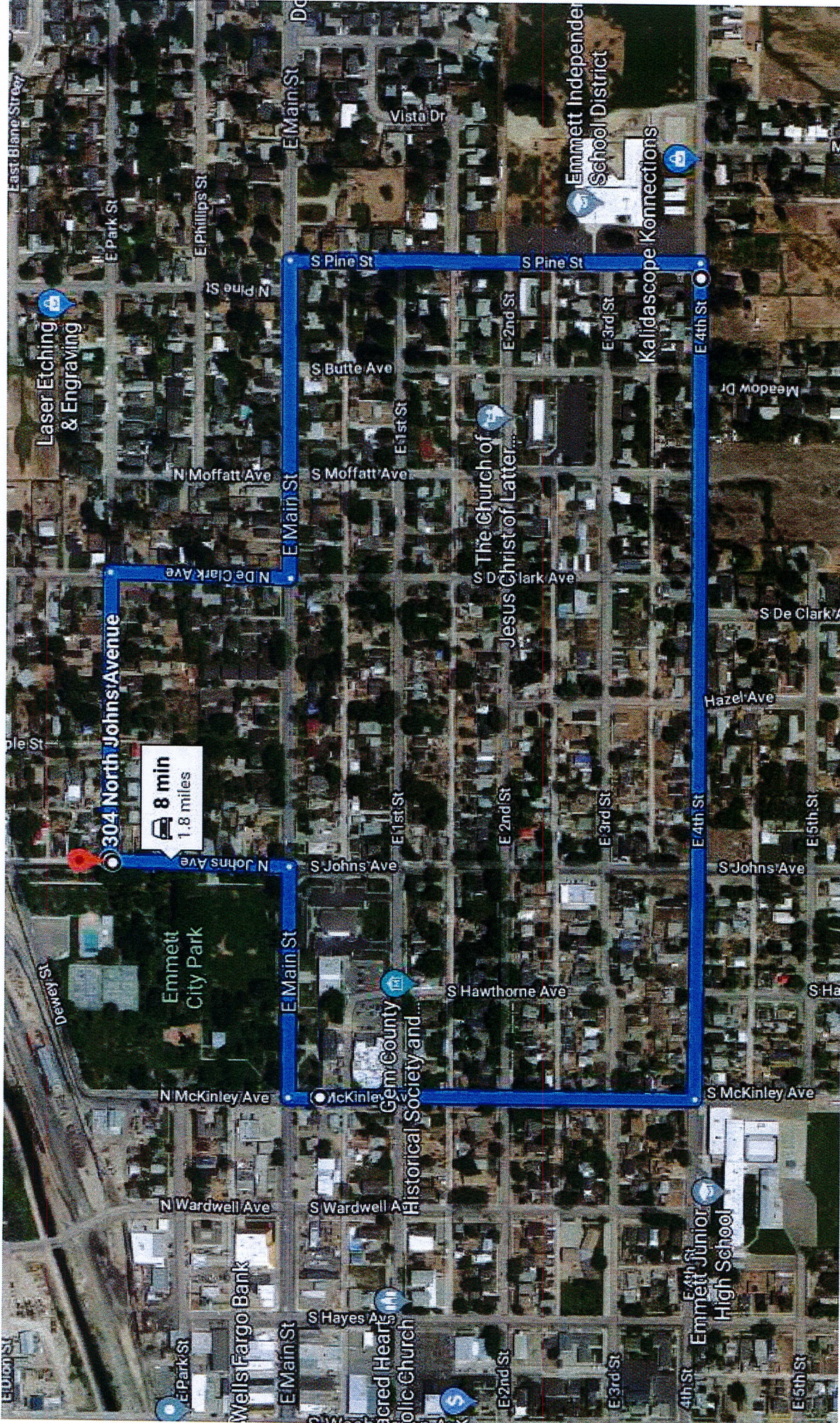
Sincerely,
GEM COUNTY BOARD OF COMMISSIONERS


Bryan Elliott
Chairman


Mark Rekow
Commissioner


Bill Butticci
Commissioner

C: GCRB Neal Capps



8 min
1.8 miles

304 North Johns Avenue

Laser Etching & Engraving

The Church of Jesus Christ of Latter-day Saints

Emmett Independent School District

Kalidascope Konnections

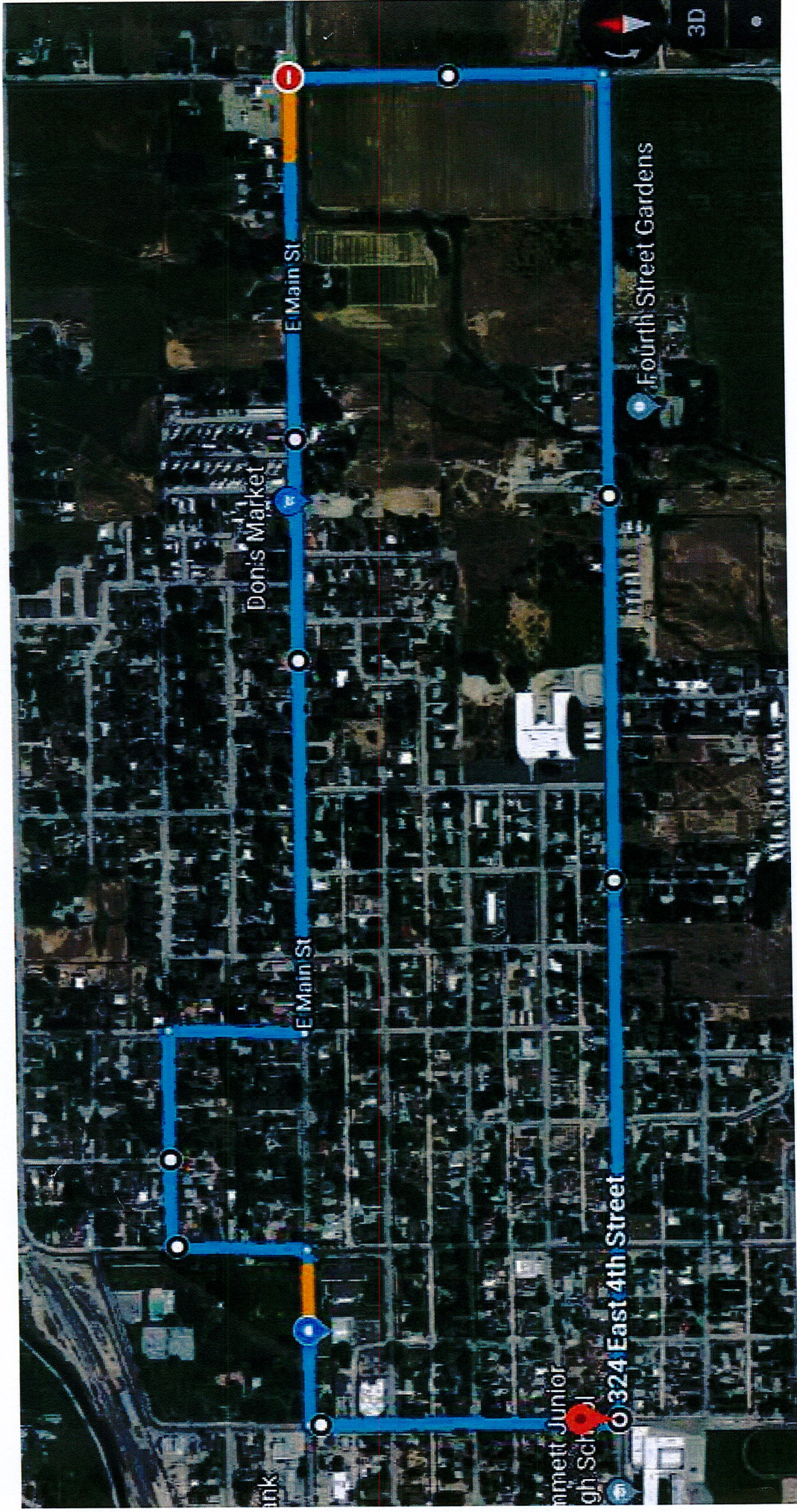
Emmett City Park

Gem County Historical Society and...

Emmett Junior High School

Wells Fargo Bank

Acres of Heaven Catholic Church



LEASE
AGREEMENT

Lease agreement dated____, 2019 (“Lease”), between the City of Emmett, Idaho (“Landlord”) and (“Tenant”).

WITNESSETH

Landlord leases and rents to Tenant, and Tenant leases and rents from Landlord, the real property described in Exhibit A which is attached hereto and incorporated herein by reference as if set out in full (“Premises”). The Premises that Landlord is leasing to Tenant is bare ground.

The term of this Lease is for a period commencing on____, 2019 and terminating on_____, 2039 under the following terms and conditions:

1. RENT: Tenant shall pay Landlord rent in advance annually. The rent will be \$50.00 more per year than the rent for two (2) tie-down spaces at the Emmett Airport. Rent will be \$350.00. Rent is due on or before January 1 of each year. Landlord may, by resolution of the Emmett City Council, periodically adjust the rent. Any such adjustment shall become effective for the next annual rental payment due. Such adjustments shall not occur more frequently than once each year.
2. PROPERTY OF TENANT: Tenant shall obtain property insurance on all Property of Tenant located on the Premises and hereby releases and discharges Landlord of and from any liability for damage to the Property of Tenant. “Property of Tenant” shall mean and include all personal property of Tenant including structures, equipment, furniture, and personal belongings kept or used on or installed in the Premises that are owned by and separately assessed to Tenant.
3. WARRANTIES: There are no warranties by Landlord. Tenant, in executing this Lease, is relying upon its own judgment, information and inspection of the Premises.
4. ENTRY BY LANDLORD: Landlord shall have the right to enter the Premises at any reasonable time to examine the same and determine that Tenant is complying with the terms of this Lease.
5. INDEMNIFICATION: Tenant agrees to indemnify, defend and hold harmless Landlord and its officers, agents and employees, from and against any and all claims, losses, actions or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of Tenant, Tenant’s agents, Tenant’s employees, Tenant’s

representatives, Tenant's invitees, or any other person allowed on the Premises by Tenant.

6. HAZARDOUS WASTE AND HAZARDOUS MATERIALS: Tenant agrees not to store, generate, or otherwise use or bring upon the Premises, any hazardous waste as defined by Federal, State or local laws and regulations. All hazardous materials shall be stored and disposed of strictly in accordance with any State or Federal regulations. Tenant shall hold Landlord harmless from any liability associated with Tenant's use or possession of hazardous materials.

7. USE OF PREMISES: Tenant will construct a hangar on the Premises for aeronautical purposes, primarily to store, maintain and construct aircraft. Except for hazardous materials, non-aeronautical items may be stored in the hangar provided the items do not interfere with the aeronautical use of the hangar. Items are generally considered to interfere with the aeronautical use of the hangar when they impede the movement of aircraft in and out of the hangar, or displace the aeronautical contents of the hangar. Tenant shall, at all times, comply with all laws, regulations and ordinances associated with the use of the Premises. Tenant shall not construct any additional buildings on the Premises without first obtaining Landlord's written permission. Tenant's use of the Premises shall not be changed without the written consent of Landlord. All use and operation on the Premises shall be in strict accordance to all applicable Local, State and Federal (FAA) rules and regulations.

8. USES NOT PERMITTED: Tenant shall not use and Tenant shall not permit anyone else to use the Premises for any of the following purposes:
 - (a) The operation of any business without written permission from the Landlord;
 - (b) Construction of any additional buildings without Landlord's written permission;
 - (c) Aircraft construction and maintenance not in accordance with Federal Aviation Regulations;
 - (d) Any residential use;
 - (e) The storage of any refuse or trash;
 - (f) Smoking by anyone in the hangar;
 - (g) Running the aircraft engine in the hangar;
 - (h) Fueling or de-fueling the aircraft in the hangar;

9. OPTION TO RENEW: Tenant shall have the right to renew the Lease for a period of twenty (20) years. If Tenant desires to renew the Lease, then written notice of such renewal shall be given not sooner than one (1) year and not less than one hundred twenty (120) days prior to the termination date of this Lease.
10. TERMINATION OF LEASE: In the event that Landlord ceases to own or operate the airport or finds that because of Federal, State or other restrictions, it is impractical to continue the Lease, or in the event that Landlord determines in its sole discretion that it is not in Landlord's best interest to continue with the Lease, this Lease shall terminate. Landlord shall give Tenant notice of such termination 90 or more days in advance of the termination date.
11. REPAIRS: Tenant shall repair damages, except those caused by normal use, to the airport and Premises which are the result of Tenant's action or of any invitee of Tenant while making use of the airport or Premises. Repairs shall be completed within ninety (90) days of the date of any such damage. If Tenant cannot reasonably repair such damage within ninety (90) days, Tenant shall give notice to Landlord of that fact and request an extension of 90 days. Such an extension shall not be unreasonably withheld.
12. RELOCATION: In the event that Landlord undertakes airport renovation and/or expansion or any other project which requires the use of the Premises, Tenant shall relocate its hangar to another location. Landlord shall attempt to provide a comparable location for the substituted Premises. Landlord shall give Tenant written notice one (1) year in advance of when such relocation is required. Relocation shall be at Tenant's expense.
13. UTILITIES: Tenant shall pay before the same are delinquent all sewer, water, gas, electricity, power and other utilities used by Tenant. Tenant shall pay all connection costs, meter installation costs and any other costs associated with utilities used by Tenant. All installations must be approved by and comply with any municipal, state or federal laws and regulations.
14. TAXES AND ASSESSMENTS: Tenant shall pay all personal property taxes and assessment levied against Tenant's personal property, including the hangar and any other taxes associated with the Premises, promptly before the same become delinquent.
15. ACCESS: Tenant shall have access to the Premises by aircraft and by automobile. Automobiles may be parked inside the hangar while Tenant's aircraft is being operated, or at a parking area off of the aircraft ramps that is so designated.

16. LIENS: Tenant shall not suffer or permit any liens to be filed against the Premises or any part of the Premises. If a lien is filed against the Premises, Tenant shall cause the same to be removed of record within sixty (60) days after the date of the filing of the lien. Failure to remove the lien shall be a default under this Lease, or any renewal thereof.
17. FIRE HAZARDS: Tenant shall comply with all applicable fire codes.
18. WASTE PROHIBITED: Tenant shall not commit any waste or damage to the Premises and shall not permit any waste or damage to the Premises.
19. MAINTENANCE: Tenant shall keep and maintain the Premises in a neat and orderly manner and shall keep the Premises free from debris, garbage, and other unsightly material. Tenant shall maintain all leased surfaces not covered by asphalt or concrete in a weed-free condition.
20. LIABILITY INSURANCE: Tenant shall maintain a comprehensive liability insurance policy in an amount of not less than five hundred thousand dollars (\$500,000.00) covering the Premises during the terms of this lease. The policy shall provide coverage for all acts for which Tenant is required to indemnify Landlord under Paragraph 5 of this agreement. Tenant shall have Landlord named as an additional insured and shall provide Landlord with proof of current insurance during the term of this Lease, or any renewal thereof. The policy shall provide that the insurance company shall give Landlord written notice of any proposed cancellation of the insurance 30 or more days in advance of such cancellation.
21. ASSIGNMENT AND SUBLETTING: Tenant shall not assign this Lease without the written consent of Landlord. Tenant may sublet the whole or any part of the Premises. Tenant shall promptly provide Landlord with the names and contact information of any sub-Tenants. If Tenant sublets, then Tenant shall remain liable to Landlord for full performance of Tenant's obligations.
22. ATTORNEY'S FEES: In the event an action is brought to enforce any of the terms or provisions of this Lease, or to enforce forfeiture thereof for default by either of the parties, the successful party in such action shall be entitled to recover from the losing party reasonable attorney's fees, together with such other costs as may be authorized by the court.
23. SERVICE OF NOTICES: Any notice may be served upon Landlord by certified mail, return receipt requested, to Landlord at 501 East Main Street, Emmett, ID 83617, and any notice may be served upon Tenant by certified mail, return receipt requested, to Tenant at the above address. Service of notice by certified mail shall be deemed

complete upon the date of the post mark by certified mail. Either party may change the address for service of notice by written notice to the other party.

24. CONSTRUCTION OF STRUCTURE: Any construction approved by Landlord shall be in accordance with plans approved by Landlord. All plans and specifications shall be subject to the approval of the Landlord, the City of Emmett and the Gem County Building Inspector, the State of Idaho, and the FAA. All construction shall be at Tenant's own expense and must be according to the drawings and specifications submitted to and approved by Landlord prior to commencement of construction. Any changes must have the approval of all required approving agencies. Aesthetic design standards shall be determined by Landlord. Tenant shall comply with FAR Part 77 which requires that all such construction on an airport be coordinated with FAA using FAA Form 7460-1, "Notice of Proposed Construction or Alteration." Such forms shall be completed by the Tenant and approved by the Landlord before being submitted to the FAA. Tenant shall submit the form to the FAA unless otherwise directed by Landlord. Tenant shall provide a copy of all such forms to Landlord. The City Airport Advisory Committee with input from the Airport Manager shall approve the plans before construction is commenced. Structures shall be completed within one (1) year after construction has started.
25. NOTICE TO AIRMEN: Tenant shall notify the airport manager in writing when construction begins and when it ceases. The airport manager will request and cancel a NOTAM with the FAA in Boise, Idaho, for the appropriate time of construction.
26. SALE OF HANGAR: Tenant shall not sell the hangar without first obtaining written permission from Landlord. Landlord shall not unreasonably withhold its consent. Any sale shall be subject to the terms of this Lease.
27. REMOVAL OF STRUCTURE: At the termination of this Lease, Tenant shall be entitled to remove the hangar provided that the Tenant returns the Premises to the same or better condition as it existed immediately before Tenant commenced construction of the hangar. If the hangar has not been removed within 120 days after the lease expires, it shall be considered the property of Landlord and Tenant shall have no further right or interest in the hangar.
28. DEFAULT: In the event Tenant fails to comply with any of the terms of this Lease, Landlord shall be entitled to give Tenant written notice of such default. If Tenant has not corrected such default within ninety (90) days after the date such notice was sent, Landlord may terminate this Lease at Landlord's option.

29. ENTIRE AGREEMENT: This is the entire agreement of the parties and can only be modified or amended in writing by the parties.

DATED this ___ day of _____, 2019.

LANDLORD:
CITY OF EMMETT, IDAHO

TENANT:

By: _____
Mayor

By: _____

Attest: _____
City Clerk

STATE OF IDAHO)
) ss.
County of Gem)

On this ___ day of _____, 2019, before me, the undersigned, a Notary Public for Idaho, personally appeared Gordon Petrie, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same as the Mayor of the City of Emmett, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public for Idaho
Residing at _____
My Commission Expires _____

STATE OF _____)
) ss.
County of _____)

On this ___ day of _____, 2019, before me, the undersigned, a Notary Public for _____, personally appeared _____ known to me to be the person whose name is subscribed to the within instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public for Idaho
Residing at _____
My Commission Expires _____

Exhibit A

SPINK BUTLER

ATTORNEYS AT LAW

T. HETHE CLARK
(208) 388-3327
HCLARK@SPINKBUTLER.COM

April 8, 2019

Via electronic mail (jsweeten@capitollawgroup.com)

Jacob A. Sweeten
Capitol Law Group, PLLC
109 N. Hayes
PO Box 188
Emmett, Idaho 83617

RE: Heritage Place Subdivision
SB File No. 23640.1

Dear Mr. Sweeten:

Thank you for discussing the Heritage Place Subdivision with me and Mr. Boespflug on March 28, 2019. This letter is provided per your request.

As you know, Heritage Place Subdivision was the first phase of a larger project. Phase 1 was made up of manufactured housing that is located on a single lot and is owned by my client, Berg, LLC. Phase 2 was approved later with a planned unit development and, ultimately, with a special use permit allowing for "stick-built" homes on individual lots. The Phase 1 and Phase 2 property owners are currently part of a single association. The Phase 2 owners pay dues to help cover costs of open space and the clubhouse within Phase 1; however, neither amenity receives significant use. There are no other common facilities, nor are there common facilities among the phases. The Phase 2 owners have indicated their desire to terminate the association and, with it, their contributions to the costs of maintenance of those facilities.

If these amenities are not wanted and will not be funded, this leaves my client with the question of what process would be required to modify the Phase 1 open space and clubhouse.

It is my understanding the Phase 2 approval required a planned unit development (PUD). It is further my understanding that the then-owner made certain representations in connection with the PUD hearings that PUD open space requirements would be met using Phase 1 property; however, Phase 1 was not subject to the PUD application, this open space requirement is not reflected in written findings, and there is nothing recorded to provide a future Phase 1 owner with notice that there is an expectation of a right of use by the Phase 2 owners. There are no recorded easements, development agreements, or other encumbrances establishing this right.

MICHAEL T. SPINK JOANN C. BUTLER T. HETHE CLARK GEOFFREY M. WARDLE TARA MARTENS MILLER

251 E FRONT ST • SUITE 200 • PO BOX 639 • BOISE, IDAHO 83701 • 208.388.1000 • FAX 208.388.1001 • SPINKBUTLER.COM

Jacob A. Sweeten
April 8, 2019
Page 2

The question is whether the PUD approvals applicable to Phase 2 somehow restrict Berg, LLC's ability to re-develop Phase 1 open space and its clubhouse. It is my legal opinion that Phase 1 is not encumbered by Phase 2 PUD requirements as Phase 1 was not included in the Phase 2 application and is, therefore, not subject to it. Furthermore, there was no development agreement or other recorded document providing future owners with constructive notice of these requirements.

We believe these matters are relatively straightforward. The Phase 2 PUD does not restrict the use of Phase 1 property. Per our meeting, my client intends to move forward with re-development of open space and a special use permit to modify the clubhouse in the immediate future. This letter is intended to confirm that direction.

Thank you again for your time at the meeting. As my client is getting pressure to dissolve the association from the Phase 2 owners, it would be appreciated if you let us know immediately if the City's position deviates from what was discussed at our March 28, 2019 meeting.

Best,

A handwritten signature in blue ink, appearing to read "T. Hethe Clark", with a long horizontal flourish extending to the right.

T. Hethe Clark

THC:bb

C: Client