

JOINT POWERS AGREEMENT

JOINT POWERS AGREEMENT BETWEEN, FREMONT COUNTY, JEFFERSON COUNTY, LEMHI COUNTY, MADISON COUNTY, TETON COUNTY FOR JOINT UPPER VALLEY BOARD OF COMMUNITY GUARDIANS

This Joint Powers Agreement by and among, Fremont County, Jefferson County, Lemhi County, Madison County, Teton County each organized and existing under the laws of the State of Idaho, states:

1. Each County, being a party to this agreement, supports the formation of a Joint Board of Community Guardians to function within the boundaries of the seven Counties.
2. Each County believes it is in the best interests of its citizens to establish a Joint Board of Community Guardians for the purposes of:
 - (a) Fulfilling the duties and responsibilities of guardian, as set forth by Idaho law, for those residents in need of such assistance who reside in one of the seven Counties; (referred to as wards) and
 - (b) Recruiting and training volunteers. (Individuals that donate their time and talents to designated wards.)

Now, therefore, in consideration of the mutual agreements of Fremont County, Jefferson County, Lemhi County, Madison County, Teton County it is agreed between the Counties as follows:

I. JOINT AGREEMENT

The Counties will establish, and by this agreement do hereby establish, the Joint Board of Community Guardians, hereafter referred to as the Upper Valley Board of Community Guardians. Said board shall be responsible for administering this Joint Powers Agreement and be comprised as follows:

II. UPPER VALLEY BOARD OF COMMUNITY GUARDIANS

1. The Upper Valley Board should be comprised of, as much as possible, equal residents from each County, appointed by a Board formed with one appointed County Commissioner from each County known as the Over-Seeing Board (herein after, "Over-Seeing Board"), pursuant to the procedures stated herein.
2. The Upper Valley Board shall consist of at least seven members, but no more than eleven.

3. No person shall be appointed, and no person shall remain a member, of the Upper Valley Board who is also an employee of the District Court of Fremont County, Jefferson County, Lemhi County, Madison County, Teton County, or the Clerk of such District Courts.
4. The terms of the members of the Upper Valley Board shall be for four years and shall be staggered. A number of members equaling or most closely exceeding one-half (1/2) shall be appointed initially for three years. Any vacancy created by resignation or expiration of term shall be filled in the same manner as the original appointment.
5. Each member of the Upper Valley Board shall serve at the discretion of the Over-Seeing Board.
6. Members shall act as a single board and conduct all business coming before it.
7. The Upper Valley Board shall meet not less than once each month or as agreed upon by the Board to postpone one month. A written or printed notice stating the place, day and hour of the meeting shall be delivered not less than 3 three (3) days before the date of the meeting, either personally, by mail or electronic transmission (email) to each member of the Board.
8. An Upper Valley Board member having previously provided, or currently providing, services to a ward shall disclose such to the Upper Valley Board and abstain from any decision or action taken concerning that particular ward.
9. Upper Valley Board members and officers shall serve without pay.
10. The Upper Valley Board shall elect a Chairman and a Vice Chairman, Treasurer, and Secretary by a majority vote from among the Upper Valley Board's members. The officers shall be selected at the first meeting in January and serve for a one (1) year term.
11. Each Upper Valley Board member shall have one vote. The Chair shall not vote except in the case of a tie, in which case he/she must vote.
12. A Upper Valley Board member may vote in absentia on specific agenda items by notifying the Chair prior to the meeting at which the agenda item will be voted on. Such notification may be in writing or by e-mail but must be received by the Chair before the meeting in question is called to

order. The Chair must present the written absentia vote at the meeting or it may not be considered.

13. It is the duty of all members to attend all meetings of the Upper Valley Board, in person or by phone. If a member cannot attend, it is his/her responsibility to notify the Chair prior to the meeting. A member who misses three consecutive meetings without notification may be deemed to have resigned and shall be so notified by the Chair. In such instance, the Chair shall request that the vacancy be filled by another appointment from the Over-Seeing Board without delay.
14. To reduce costs, the Prosecuting Attorney in the County where the ward resides shall represent the Board in all legal proceedings for those wards in their jurisdiction. Furthermore, each year the different Prosecuting Attorney offices shall take turns, in alphabetical order, acting as legal advisor to the Board and attending their meetings.
15. Furthermore, to reduce costs, the Counties shall require or contract with a Public Defender in the County where the ward resides to represent the ward in all legal proceedings for those wards in their jurisdiction as the Guardian *ad litem*.

III. FUNCTIONING OF THE UPPER VALLEY BOARD

The Upper Valley Board shall have all the powers to perform, and shall perform, all the duties granted to a Board of Community Guardians by the provisions of Idaho Code 15-5-601 et seq. The Upper Valley Board shall have such other authority and perform such other functions as provided by law or by order of the courts of this state.

1. Officers:

The officers of the Upper Valley Board shall be a Chair and a Vice-Chair, Secretary and Treasurer

2. Duties of the Officers:

(a) Chair: The Chair shall preside at all meetings, designate subcommittee members and duties, call special meetings, and be an ex officio member of all subcommittees.

(b) Vice Chair:

The Vice-Chair shall perform all duties and exercise all powers of the Chair in the event of absence or disability of the Chair.

He/She shall perform all duties assigned by the Chair.

(c) Treasurer

The treasurer shall have custody of and be responsible for all money of the Board and shall keep a full and accurate record of books and accounts of the Board. The Treasurer shall disburse the funds of the Board in payment of just demands against the Board or in accordance with the general or special direction of the Board. The Treasurer shall submit a full report of the financial condition of the Board, as requested by the Board. The Treasurer shall perform all duties incident to this office and such other duties as may be assigned by the Board.

(d) Secretary

The Secretary shall keep accurate minutes of all meetings of the Board. They shall perform all duties commonly incident to this position including, but not limited to, posting agendas, past minutes and notices of meetings to each member of the Board.

3. Terms of Office:

- (a) The Officers shall serve for a period of one year.
- (b) The election of officers shall be held in January of each year or as soon thereafter as practicable at a regularly scheduled meeting of which at least five (5) days' notice was given to all Upper Valley Board members, which notice shall state the purpose of the meeting is to elect officers.
- (c) Vacancies for unexpired terms of the Officers shall be filled by nomination and election by the Upper Valley Board, and the elected person shall serve until the next regular election. There shall be no rights of succession.

4. Terms of Members:

- (a) Initial appointments to the Upper Valley Board, made by the Over-Seeing Board, shall be for an open-ended term, expiring only upon the Member's resignation from the Board, or removal by the Over-Seeing Board.
- (b) Board members must attend at least two trainings per year.

5. Appointment:

- (a) Public notice of initial and subsequent vacancies on the Upper Valley Board shall be made by the Coordinator.
- (b) Individuals interested in being on the Upper Valley Board shall submit an application to the Coordinator.
- (c) All Upper Valley Board applicants will be screened by the Coordinator.
- (d) Potential Upper Valley Board members must pass a criminal history background check, paid for by the Upper Valley Board.
- (e) Prospective Board members must provide the Chair with

no less than three positive references.

- (f) The Chair will present the prospective Board member's application to the Upper Valley Board.
- (g) The prospective Board member will be interviewed by the Upper Valley Board at the next available meeting.
- (h) Recommendations shall be made through the Chair to the Over-Seeing Board for initial and all subsequent appointments.

6. Disqualification:

- (a) Upper Valley Board members serve at the will and pleasure of the Over-Seeing Board and may be removed for any reason by majority vote of the Over-Seeing Board.
- (b) The Upper Valley Board may, by majority vote, recommend removal of a member to the Over-Seeing Board, for any reason, including, but not limited to:
 - (i) Excessive conflicts of interest or continued conflicts of interest that interfere with the member's ability to perform duties as interpreted by the Upper Valley Board; or
 - (ii) False or misleading statements by a member at the time of application and appointment; or
 - (iii) Excessive, consecutive absences (at least three or more) at meetings without notification.

7. Conduct of Board Members

- a. All Board members shall be expected to act with decorum and follow all laws and regulations.
- b. Board Members shall use Guardianship and Conservatorship Best Practices in discharge of their duties. Board members are expected to treat Wards, other Board Members, and care providers with respect and understanding.
- c. The Board of Guardians supports "Supported Decision-Making" on behalf of the Wards of the Board. Supported decision-making is a process by which individuals with psychosocial disabilities, intellectual and developmental disabilities, and traumatic brain injury, as well as older individuals with cognitive limitations, have a person or persons to support them in making their own decisions and exercising their legal capacity to the best of their ability. Guardians may gather and present relevant information; help the individual to understand and weigh decisions, including potential risks, options, and likely outcomes and consequences; communicate the decision to third parties such as health care professionals and financial institutions; and/or assist in implementing the decision. The

Board's chief goal is to use Supported Decision-Making as a tool to:

- i. Provide a person under guardianship with the greatest amount of independence and self-determination.
 - ii. Place the least possible restriction on the individual's personal liberty and promote the greatest possible integration of the individual into his or her community.
 - iii. Make diligent efforts to identify and honor the individual's preferences with respect to place of living, personal liberty and mobility, choice of associates, communication with others, personal privacy, and choices related to sexual expression and procreation
- d. No criminal behavior or conduct unbecoming a representative of the local government shall be tolerated. In such cases, the Board member may be excused from the Board by a majority vote of the Board of County Commissioners on the Over-Seeing Board.
- e. An application shall be submitted to the Board of any new potential new Board Members. The Board will vote for approval of the recruit. All recruits must have a criminal background check before being submitted to the Upper Valley Commissioners for approval.
- f. A Board member may resign from the Board by addressing a letter to the Board Chairperson and the Board of County Commissioners on the Over-Seeing Board.
- g. Pursuant to Idaho Code § 15-5-602(g) no member of a board of community guardian, any employees, or any visitor appointed at the request of such board pursuant to section 15-5-303, Idaho Code, shall be liable for civil damages by reason of authorizing medical treatment or surgery for the person for whom the board is appointed, if the board member, employee or visitor, after medical consultation with the person's physician, acts in good faith, is not negligent, and acts within the limits established for the guardian and/or conservator by the court. No such person shall be liable, by reason of his authorization, for injury to the person for whom the guardian and/or conservator has been appointed which injury results from the negligence or other acts of a third person, if the court has authorized the giving of medical consent by the board or the individual members of the board. No such person shall be liable in the performance of acts done in good faith within the scope of his authority as long as the act is not of a wanton or grossly negligent nature. The board of community guardian shall be deemed to be a governmental entity for the purposes of application of the Idaho tort claims act.

IV. VOLUNTEER COMPANION

- A. Each Volunteer Companion will be expected to visit a designated ward on a regular basis, monitor his/her situation, and ensure each ward is receiving benefits and care that he/she is entitled to receive to meet her/her needs

1. Appointment:

- (a) Individuals interested in being a Volunteer Companion shall submit an application to the Chair.
- (b) All Volunteer Companion applicants will be screened by the Chair.
- (c) Potential Volunteer Companions must pass a criminal history background check, paid for by the Upper Valley Board.
- (d) The potential Volunteer Companion must provide the Chair with no less than three positive references.
- (e) The Chairman will present the Volunteer Companion application to the Upper Valley Board members.
- (f) The Volunteer Companion applicant will be interviewed by the Upper Valley Board at the next available meeting.
- (g) Recommendations shall be made through the Coordinator to the Over-Seeing Board for initial appointment.
- (h) The Over-Seeing Board shall appoint new Companions by majority vote.

2. Disqualification:

- (a) Volunteer Companions serve at the will and pleasure of the Over-Seeing Board and may be removed for any reason, by a majority vote of the Over-Seeing Board.
- (b) The Upper Valley Board may, by majority vote, recommend removal of a Volunteer Companion to the Over-Seeing Board, for any reason, including, but not limited to:
 - (i) Excessive conflicts of interest or continued conflicts of interest that interfere with the Volunteer Companion's ability to perform duties as interpreted by the Upper Valley Board; or
 - (ii) False or misleading statements by a member at the time of application and appointment.

3. Requirements:

- (a) Volunteer Companions shall provide monthly updates on any and all wards assigned to them, by either attending the monthly Board Meeting in person or notifying the Chair of said updates by telephone,

in writing, or through the use of e-mail.

- (b) Volunteer Companions shall attend no less than two trainings per year.
- (c) Volunteer Companions shall attend at least one Board Meeting per year.
- (d) If a ward has any significant changes to health or wellbeing, the Volunteer Companion is expected to notify the Chair immediately.

B. CONSULTANTS

The consultant(s) to the Board, such as the appointed Prosecuting Attorney, Adult Protection appointees, clerks etc. are non-voting members of the Board and perform such duties as their expertise may require. The Board may call upon these consultants for professional advice, help with the financial affairs of individual wards appointed by the courts to the Board, and other duties deemed appropriate. The different County Indigent Services for wards in their individual jurisdiction may be required to complete any and all documents required by the court in reporting and documenting all expenses, ect. In fulfilling its responsibilities for the Board.

V. MEETINGS

1. Regular meetings:

Regular meetings shall be held at a date and time voted on by the majority of the Upper Valley Board. Notice of each meeting shall be given to all Upper Valley Board members at least five (5) days prior to each meeting. Notice of said meetings may be given verbally, in writing, or through the use of e-mail.

2. Open Meeting Laws:

Meetings by the Upper Valley Board shall comply with the Open Meeting Laws per Idaho Code 74-201 et seq.

3. Quorum:

To constitute a quorum for conducting business, at least a majority of current members of the Board must be present, or by proxy. A majority of votes cast shall decide all issues.

4. In the event the Chair is absent from a scheduled meeting, the Vice Chair shall preside over and conduct the meeting. In the event both the Chair and Vice Chair are absent from a meeting at which a quorum of the Board is present, the members present shall appoint a temporary Chair for the sole purpose of presiding over and conducting said

meeting. The temporary Chair so appointed shall have no other powers or authority generally reserved in these Articles for the elected Chair.

VI. OVER-SEEING BOARD

1. Members:

The Over-Seeing Board shall be comprised of one member from each County Board of Commissioners in the following Counties; Fremont County, Jefferson County, Lemhi County, Madison County, Teton County.

2. Authority:

The respective Board of Commissioners of each county shall authorize its appointed member with the ability and authority to administer this this Joint Powers Agreement.

1. Meetings:

- (a) The Chair shall notify the Over-Seeing Board members when a meeting by the Over-Seeing Board is needed in order to fulfill its duties under this agreement (the filling of vacancies; making appointments; etc.).
- (b) When notified by the Coordinator, or for whatever other reason may arise, a meeting of the Over-Seeing Board shall be held at a date, time, and location agreed upon by a majority of its members.
- (c) Meetings by the Over-Seeing Board shall comply with the Open Meeting Laws per Idaho Code 74-201 et seq.
- (d) To constitute a quorum for conducting business, a majority of members of the Over-Seeing Board must be present at the meeting. A majority of votes cast of those present shall decide all issues.

VII. FUNDING

1. Costs incurred by the Upper Valley Board shall be covered by, Fremont County, Jefferson County, Lemhi County, Madison County, Teton County per the following, schedule which may be amended by vote of the Over-Seeing Board:

(a) Each County shall make a yearly contribution of \$2400 to the Board.

2. The Boards of Commissioners of Fremont County, Jefferson County, Lemhi County, Madison County, Teton County shall budget for the above costs for each of the fiscal year.

VIII. OBLIGATIONS

This agreement does not relieve the individual Counties of any obligations or responsibility imposed upon it by law, except that to the extent of actual and timely performance thereof by the Upper Valley Board; said performance may be offered in satisfaction of the obligation or responsibility.

IX. SEVERABILITY

In the event any provisions of this Joint Powers Agreement are prohibited, unenforceable, or not authorized, such prohibition shall not invalidate or render unenforceable any other provision thereof.

X. MODIFICATION

No modification of this agreement shall be binding unless evidenced by an agreement in writing signed by the Counties hereto.

XI. TERMINATION

1. The term of this Agreement shall begin on full execution of the agreement, nunc pro tunc, and continue indefinitely and shall automatically be exercised at the end of the then-current term unless the Agreement is terminated as provided herein.
2. This Agreement shall terminate upon the expiration of that budget years end if any County provides written notice to the other Counties, at least thirty (30) days prior to the expiration date of the then-current term, that it is terminating the Agreement and disallowing the automatic exercise of a subsequent term.

XII. ENTIRE AGREEMENT

This Joint Powers Agreement shall constitute the entire agreement of the Counties and between the Counties relative to the subject matter hereof and shall supersede any prior agreement or understandings, if any, whether written or oral, that the parties may have had in relation to the subject matter hereof.

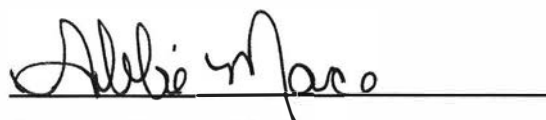
BOARD OF FREMONT COUNTY COMMISSIONERS


Chair Commissioner


Vice Commissioner


Commissioner

ATTEST:


Fremont County Clerk

BOARD OF JEFFERSON COUNTY COMMISSIONERS

Ludo Hancock
Chair Commissioner

David Young
Vice Commissioner

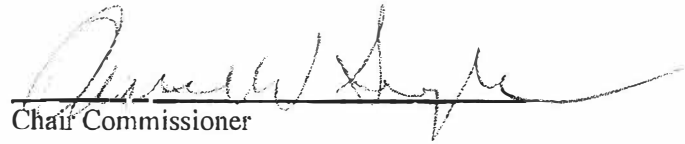
Roger W. Clark
Commissioner

ATTEST:

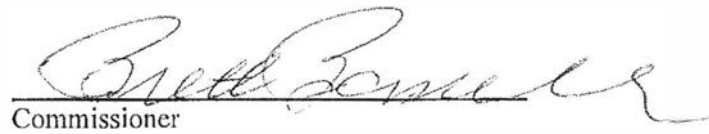
Colleen C. Roe
Jefferson County Clerk



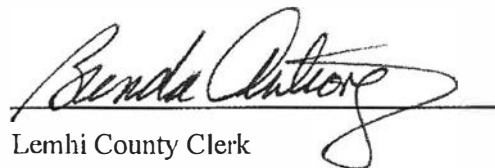
BOARD OF LEMHI COUNTY COMMISSIONERS


Chair Commissioner

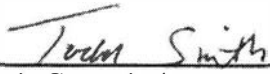
Vice Commissioner


Commissioner

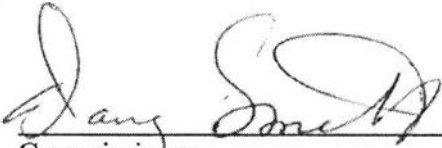
ATTEST:


Lemhi County Clerk

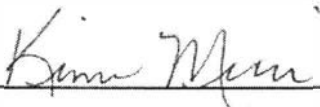
BOARD OF MADISON COUNTY COMMISSIONERS


Chair Commissioner

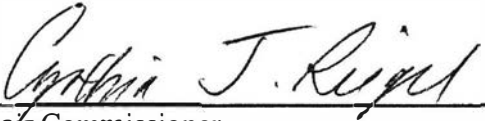

Vice Commissioner


Commissioner

ATTEST:


Madison County Clerk

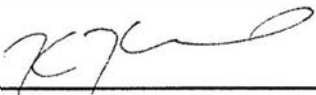
BOARD OF TETON COUNTY COMMISSIONERS


Chair Commissioner


Vice Commissioner

Commissioner

ATTEST:



Teton County Clerk

ADDENDUM
TO
JOINT POWERS AGREEMENT BETWEEN, FREMONT COUNTY,
JEFFERSON COUNTY, LEMHI COUNTY, MADISON COUNTY, TETON
COUNTY FOR JOINT UPPER VALLEY BOARD OF COMMUNITY
GUARDIANS

THIS AMENDMENT is made by and among those counties who have adopted the Joint Powers Agreement forming a Joint Board of Community Guardians and who have adopted this Amendment (which may include Fremont County, Jefferson County, Lemhi County, Madison County, Teton County) each organized and existing under the laws of the State of Idaho (the “Counties”).

WHEREAS, the Counties are parties to the Joint Powers Agreement forming a Joint Board of Community Guardians to function within the boundaries of the counties who have adopted the Joint Powers Agreement (the “Upper Valley Board”), and

WHEREAS, Clark County and Custer County, not willing to contribute to the funding of the Board, has chosen to not participate in the Upper Valley Board at this time and therefore will be need to be removed.

WHEREAS, the Counties wish to clarify that the Joint Powers Agreement and its corresponding adopted amendments shall be effective and shall apply among those Counties who have adopted the same, regardless of the failure of one of more of the seven counties contemplated as parties to the execute the Joint Powers Agreement, and

WHEREAS, the Counties wish to designate the Clerk of Teton County as the fiscal agent of the Upper Valley Board;

NOW, THEREFORE, in consideration of the mutual agreements of the Counties, it is agreed between the Counties effective as of the date of the each County’s adoption of the Joint Powers Agreement as follows:

I. APPLICABILITY TO CONSENTING COUNTIES

Section I. JOINT AGREEMENT of the Joint Powers Agreement is hereby amended by adding the following sentence after the first full sentence of this Section:

Notwithstanding anything in this Agreement to the contrary, this Agreement shall only be binding in favor and against those counties who have formally adopted the Joint Powers Agreement and its corresponding Amendments.

Section XI. TERMINATION of the Joint Powers Agreement is hereby amended by deleting existing paragraphs 1 and 2 and replacing them with the following new paragraphs 1 and 2:

1. *This Agreement shall be in full force and effect as to each County, in favor of such County and against each other County that has formally adopted the Agreement as of the date of approval and signature of its Board of County Commissioners.*
2. *This Agreement shall continue for an unlimited duration, provided that each County may withdraw from this Agreement at the end of the then-current fiscal year by providing written notice to all other Counties at least (30) days prior to the end of the then-current fiscal year, that it is withdrawing from the Upper Valley Board. Upon any such withdrawal, the remaining Counties may agree to dissolve the Upper Valley Board and terminate this Agreement.*

II. APPOINTMENT OF FISCAL AGENT

Section VII FUNDING of the Joint Powers Agreement is hereby amended by adding after paragraph 2 the following new paragraph 3:

3. *The Teton County Clerk shall be appointed the fiscal agent for the Upper Valley Board, and shall establish a separate fund for the operation of the Upper Valley Board and be responsible for the fiscal administration, accounting, auditing and financial affairs of the Upper Valley Board, provided that when the Upper Valley Board is fully constituted and a Treasurer is appointed, the Upper Valley Board may designate its Treasurer or another person or entity to be its fiscal agent and to take control of and administer its funds.*

III. AMENDMENT; ENTIRE AGREEMENT

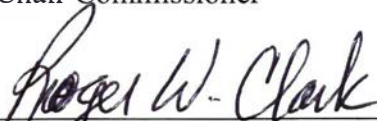
This Amendment constitutes a modification of the Joint Powers Agreement in accordance with Section X of the Joint Powers Agreement. This Amendment and the Joint Powers Agreement shall constitute the entire agreement of the Counties and between the Counties relative to the subject matter hereof and shall supersede any prior agreement or understandings, if any, whether written or oral, that the parties may have had in relation to the subject matter hereof.

[Signature Pages Follow]

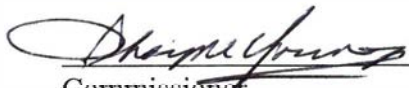
BOARD OF JEFFERSON COUNTY COMMISSIONERS


Chair Commissioner

11/7/2022
Date

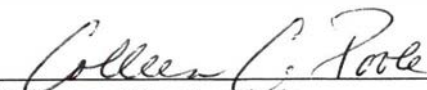

Vice Commissioner

11-7-2022
Date


Commissioner

Nov. 7, 2022
Date

ATTEST:


Jefferson County Clerk

11/7/22
Date

FREMONT
BOARD OF ~~MADISON~~ COUNTY COMMISSIONERS


Chair Commissioner

10-31-2022
Date


Vice Commissioner

10-31-2022
Date


Commissioner

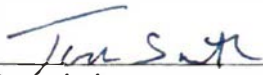
10-31-2022
Date

ATTEST:


~~Madison County Clerk~~
Fremont

10-31-2022
Date

BOARD OF MADISON COUNTY COMMISSIONERS


Chair Commissioner

11-4-22
Date

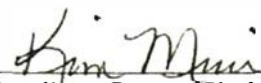

Vice Commissioner

Date


Commissioner

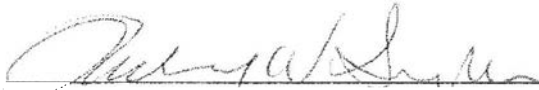
4 Nov 2022
Date

ATTEST:


Madison County Clerk

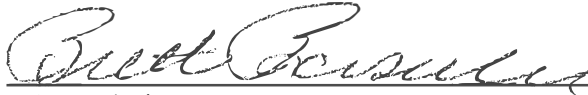
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BOARD OF LEMHI COUNTY COMMISSIONERS



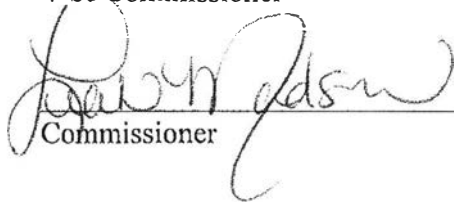
Chair Commissioner

11 14 22
Date



Vice Commissioner

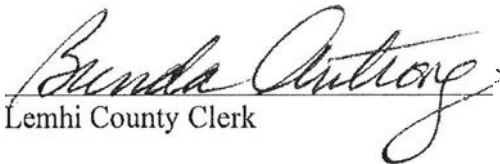
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Commissioner

11/14/2022
Date

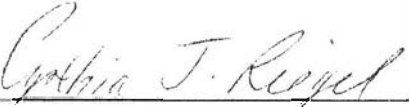
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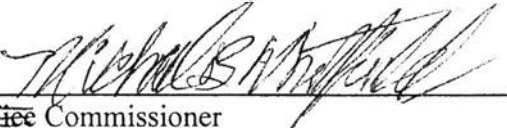
Lemhi County Clerk

11/14/22
Date

BOARD OF TETON COUNTY COMMISSIONERS


Chair Commissioner

11/18/22
Date


Vice Commissioner

11/18/22
Date

Commissioner

Date

ATTEST:


Teton County Clerk

11/18/22
Date