

JOINT POWERS AGREEMENT

JOINT POWERS AGREEMENT BETWEEN GOODING COUNTY, JEROME COUNTY, AND LINCOLN COUNTY FOR JOINT BOARD OF COMMUNITY GUARDIANS

This Joint Powers Agreement by and among Gooding County, Jerome County, and Lincoln 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 three 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 three Counties; and
 - (b) Recruiting and training volunteers.

Now, therefore, in consideration of the mutual agreements of Gooding, Jerome, and Lincoln Counties, 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 Joint Board. Said board shall be responsible for administering this Joint Powers Agreement and be comprised as follows:

II. JOINT BOARD OF COMMUNITY GUARDIANS

1. The Joint Board should be comprised of, as much as possible, equal residents from each County, appointed by the Over-Seeing Board (herein after, "Over-Seeing Board"), pursuant to the procedures stated herein.
2. The Joint 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 Joint Board who is also an employee of the District Court of Gooding, Jerome, or Lincoln Counties, or the Clerk of such District Courts.

4. The terms of the members of the Joint 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 Joint 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 Joint Board shall meet not less than once each quarter.
8. A Joint Board member having previously provided, or currently providing, services to a ward shall disclose such to the Joint Board and abstain from any decision or action taken concerning that particular ward.
9. Joint Board members and officers shall serve without pay.
10. The Joint Board shall elect a Chairman and a Vice Chairman by a majority vote from among the Joint Board's members. The officers shall be selected at the first meeting in January and serve for a one (1) year term.
11. Each Joint 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 Joint Board member may vote in absentia on specific agenda items by notifying the Coordinator, 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 Coordinator before the meeting in question is called to order. The Coordinator 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 Joint Board, in person or by phone. If a member cannot attend, it is his/her responsibility to notify the Coordinator 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 Coordinator. In such instance, the Coordinator shall request that the vacancy be filled by another appointment from the Over-Seeing Board without delay.

III. FUNCTIONING OF THE JOINT BOARD

The Joint 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 15-5-601et seq. The Joint 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 Joint Board shall be a Chair and a Vice-Chair.

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.

3. Terms of Office:

(a) The Chair and Vice Chair shall serve for a period of one (1) 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 Joint Board members, which notice shall state the purpose of the meeting is to elect officers.

(c) Vacancies for unexpired terms of the Chair or Vice Chair shall be filled by nomination and election by the Joint 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 Joint 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 Joint Board shall be made by the Coordinator.

(b) Individuals interested in being on the Joint Board shall submit

an application to the Coordinator.

- (c) All Joint Board applicants will be screened by the Coordinator.
- (d) Potential Joint Board members must pass a criminal history background check, paid for by the Joint Board.
- (e) Prospective Board members must provide the Coordinator with no less than three positive references.
- (f) The Coordinator will present the prospective Board member's application to the Joint Board.
- (g) The prospective Board member will be interviewed by the Joint Board at the next available meeting.
- (h) Recommendations shall be made through the Coordinator to the Over-Seeing Board for initial and all subsequent appointments.

6. Disqualification:

- (a) Joint 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 Joint 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 Joint 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.

IV. VOLUNTEER COMPANION

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 Coordinator.
- (b) All Volunteer Companion applicants will be screened by the Coordinator.
- (c) Potential Volunteer Companions must pass a criminal history background check, paid for by the Joint Board.
- (d) The potential Volunteer Companion must provide the Coordinator with no less than three positive references.

- (e) The Coordinator will present the Volunteer Companion application to the Joint Board members.
- (f) The Volunteer Companion applicant will be interviewed by the Joint 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, by the Over-Seeing Board.
- (b) The Joint 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 Joint 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 Coordinator 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 Coordinator immediately.

V. MEETINGS

1. Regular meetings:

Regular meetings shall be held at a date and time voted on by the majority of the Joint Board. Notice of each meeting shall be given to all Joint 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 Joint 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. COORDINATOR

1. Supervision:
The Coordinator shall be under the direct supervision of the Over-Seeing Board.
2. Function:
The Coordinator serves as the principal executive staff person for the Joint Board. The Coordinator will conduct initial screenings and investigations of potential Wards, resulting in recommendations to the Joint Board. The Coordinator will provide technical and responsible administrative assistance to the Joint Board, with duties including but not limited to: managing, directing, and accomplishing the day-to-day clerical operation of the Board; creating agendas, attending and preparing minutes of the Joint Board; assisting in recruiting and training Volunteer Companions and Joint Board Members; monitoring activities of Volunteer Companions and Joint Board Members to ensure compliance with established standards of conduct and state law; and ensuring that the Joint Board fulfills its duty in submitting timely annual reports to the Court and to the Over-Seeing Board. The Coordinator will also make face-to-face contact with all Wards overseen by the Joint Board, at least quarterly.

3. Compensation:

The Coordinator's position shall be compensated on an hourly basis, in an amount determined by the Over-Seeing Board. The Coordinator's wages will be covered by Gooding, Jerome, and Lincoln Counties per the funding arrangement discussed below. Although all three Counties will fund the Coordinator position, he/she will, at all times, be classified as a Jerome County Employee for administrative purposes. As such, his/her wages will always be paid by Jerome County per the processes it utilizes for compensating its employees. However, both Gooding and Lincoln Counties, during their respective years of the rotation, as discussed below, shall reimburse Jerome County any and all employee costs it incurs as a result of having the Coordinator classified as its employee.

VII. OVER-SEEING BOARD

1. Members:

The Over-Seeing Board shall be comprised of one member from the Gooding County Board of Commissioners; one member from the Jerome County Board of Commissioners; and one member from the Lincoln County Board of Commissioners.

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.

4. Meetings:

- (a) The Coordinator 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, all three members of the Over-Seeing Board must be present at the meeting. A majority of votes cast shall decide all issues.

VIII. FUNDING

1. Costs incurred by the Joint Board and the wages and other employee expenses of the Coordinator shall be covered by Gooding, Jerome, and Lincoln Counties per the following, rotating schedule:
 - (a) Jerome County shall cover the entirety of the above costs for the first three years of initial term of this Agreement, or from October 1, 2019 thru September 30, 2022.
 - (b) Gooding County shall cover the entirety of the above costs for the next two years of initial term of this Agreement, or from October 1, 2022 thru September 30, 2024.
 - (c) Lincoln County shall cover the entirety of the above costs for the next and last year of initial term of this Agreement, or from October 1, 2024 thru September 30, 2025.
 - (d) Unless this Agreement is terminated after the initial six-year term (as provided herein), the scheduled rotation shall repeat for a second six-year term, with Jerome County covering the next three years; Gooding the next two; and Lincoln the next one. This repeating schedule shall continue until the termination of this agreement or until modified by the Counties hereto.
2. The Boards of Commissioners of Gooding, Jerome, and Lincoln Counties shall budget for the above costs for each of the fiscal year they are responsible for covering.

IX. 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 Joint Board; said performance may be offered in satisfaction of the obligation or responsibility.

X. 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.

XI. MODIFICATION

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

XII. TERMINATION

1. The term of this Agreement shall begin on October 1, 2019, nunc pro tunc, and continue for a term of six (6) years (one full rotation). A second six-year term (or second rotation) shall automatically be exercised at the end of the initial term unless the Agreement is terminated as provided herein. All subsequent six-year terms or rotations 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 a six-year term if any County provides written notice to the other two 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.

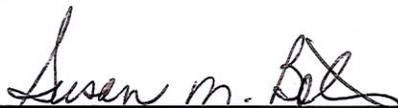
XIII. ENTIRE AGREEMENT

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 GOODING COUNTY COMMISSIONERS



Chair Commissioner



Vice Commissioner



Commissioner

ATTEST:



Gooding County Clerk



BOARD OF JEROME COUNTY COMMISSIONERS

Charles M Howell
Charles M. Howell, Chair Commissioner

A. Ben Crouch
A. Ben Crouch, Vice Commissioner

John Crozier
John Crozier, Commissioner



ATTEST:

Michelle Emerson
Michelle Emerson, Clerk Jerome County

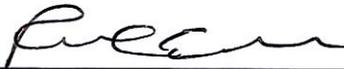
BOARD OF LINCOLN COUNTY COMMISSIONERS



Chair Commissioner



Vice Commissioner



Commissioner

ATTEST:



Lincoln County Clerk, Brenda Farnworth