

MINUTES OF THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS

CLARK COUNTY, IDAHO

NOVEMBER 9, 1987

The Board met this day in regular session. Present were Commissioners J. Albert Laird, George H. Whittaker, Charles R. Vadnais, Prosecuting Attorney Jack G. Voshell, Deputy Prosecuting Attorney Stevan Thompson, and Clerk JoAnn S. Tavenner.

MINUTES

Motion by Commissioner Whittaker, seconded by Commissioner Vadnais, unanimous that the minutes of the last regular meeting of the Board on October 13, 1987, be approved as written.

TRANSPORTATION QUESTIONNAIRE

The Board, having received an invitation from the Idaho Transportation Department to participate in a opinion on the future of transportation in Idaho, reviewed and answered questionnaire on maintaining state and local highways, roads and streets; future highway needs and business and social changes which will effect the demand for transportation in Idaho.

INDIAN CREEK ROAD

Dale Randall, Dennis Jardine, Leland Small met with the Commission concerning the condition of the first seven miles of Indian Creek Road. Randall stated that the big cobblestone that were broken and placed on the road surface, by the contractor for Shell Oil, are workingup through the grade making the traveling surface very rough and people are ruining their tires. They said the worst part is from Medicine Lodge road to top of the dug-way. If a person would slip off the road it would be almost impossible to get back on roadway and it would tear up equipment due to large bolders in barrow pits. The group indicated that they didn't feel it was the counties responsibility and that John Sheen , from Shell Oil Company, had stated that the company handles grievances up to three years after a job is completed. Some alternatives discussed were adding some binder or clay to the surface.

After a lengthy discussion it was unanimous that Stevan Thompson should write Shell Oil Company about the problem and Ed Russell, Road and Bridge Supervisor, would check road out and get an estimate of cost to repair the road to Attorney Thompson.

<sup>Ford</sup>  
1979 MACK TRUCK NEEDS NEW MOTOR

Ed Russell, Road and Bridge Supervisor, met with Board and reported that the 1979 Ford truck needs a new motor, he said it would cost around \$6600.00 to replace.

After a short discussion it was unanimous that the motor should be replaced.

#### CENTENNIAL ALUMNI GROVES PROJECT

Bill Fredricksen met with the Commission and stated that a major activity of the University of Idaho's Centennial will be dedication of special groves of trees in each of the states 44 counties. The Centennial groves will consist of five trees.

In each grove will be:

Western white pine, the state tree representing scenic beauty.

Hybrid poplar, representing high technology.

Douglas-fir, representing strength and stability.

Western larch, representing rapid growth and diversity.

Ponderosa pine, representing perseverance and longevity.

Fredricksen said that College Forester's will plant the trees and the Commission should decide on a location by April 1, 1988.

After a short discussion some consideration was given to planting on the east-side of the Courthouse.

#### GRADER

Allan Ball from Elliott Industrial Co. met with the Board and updated them on leasing a new John Deere grader. Ball said the price on a new grader is \$109,000.00 with no trade in.

No discussion was made at this time.

#### BEER AND LIQUOR LICENSES APPROVED

The Board reviewed three Beer and Liquor license applications. Motion by Commissioner Whittaker, seconded by Commissioner Vadnais, unanimous that the following applications be approved and license issued.

Kigore Store--Beer

Spencer Bar---Beer and Liquor

B & E Texaco--Beer

#### INDIGENT CASES

In the matter of the claim to Eastern Idaho Regional Medical Center on Pat Bennett, it was unanimous that the Deputy Prosecuting Attorney Stevan Thompson offer a settlement of \$4000.00.

In the matter of the claim to Madison Memorial Hospital on Brenda Ward the Board denied claim and Attorney will contact hospital on proof of residency.

#### PERSONAL PROPERTY

Betty Kirkpatrick, Assessor and Bonnie Burns, Treasurer, met with the Commission to inform them other counties are putting mobile homes and machinery on the personal roll making taxes due in full on December 20 each year. Kirkpatrick said they feel this will create a hardship on taxpayers and are going to leave it as two payments.

JOINT POWERS AGREEMENT

The Board reviewed the following Joint Powers Agreement Establishing Juvenile Jail Facilities.

This agreement is made and entered into this 14th day of October, 1987, by and between the Board of County Commissioners of Bonneville County, Jefferson County, Madison County, Fremont County, Teton County, Clark County, Lemhi County, Custer County, and Butte County.

WHEREAS, the above-referenced counties are responsible to provide juvenile jail or other holding facilities and related services; and

WHEREAS, there is not sufficient activity in the individual counties to warrant individual juvenile facilities and services; and

WHEREAS, said juvenile facilities and services work an extreme hardship on the counties individually; and

WHEREAS, the various counties have agreed to organize a regional juvenile facility; and

WHEREAS, the counties have met from time to time and determined that it is in the best interest and mutual benefit of the various counties to enter into a joint or cooperative action to establish a regional juvenile facility.

NOW, BE IT THEREBY RESOLVED, that in consideration of the benefits to each county and the mutual covenants herein contained, the counties agree as follows:

ARTICLE 1: PURPOSE.

The purpose of this agreement is to provide a regional juvenile jail for the benefit of the nine aforementioned counties.

ARTICLE 2: DURATION.

This agreement shall commence as effective on the 1st day of February, 1987, with a projected sunset date of October 1, 1988.

ARTICLE 3: GOVERNING BOARD.

The governing board of the juvenile detention jail facility created by this agreement shall consist of a single member of each of the Boards of County Commissioners of Bonneville, Jefferson, Madison, Fremont, Teton, Clark, Lemhi, Custer, and Butte Counties. Each member representing the various counties will be elected by a major vote of the Commissioners from the county which that Commissioners will represent.

Each member of the governing board shall serve for the duration of this agreement.

The governing board shall meet quarterly, or more often if necessary, and as needed to evaluate the cost or other responsibilities and obligations invoked by law or by this agreement. Special meetings shall be called at the convenience of the parties and the governing board shall have the right to review and make decisions related to the responsibilities set forth in this agreement upon the carrying motion of a majority quorum of the counties.

ARTICLE 4: RESPONSIBILITIES OF THE GOVERNING BOARD

The regional juvenile jail facility shall be located at the Fremont County Jail and shall be administered by the Fremont County Commissioners. Accordingly, the governing board shall assure that the administrator shall perform the following duties:

1. Administer the regional juvenile jail facility account and establish written objectives, policies, programs and evaluations to support the goals set forth by the governing board and by statute.

2. Monitor the progress towards achievement of the activities of the regional juvenile jail facility, and evaluate the accomplishments of the regional juvenile jail program, and periodically report his/her findings to the governing board.

3. Seek, receive, accept and expend the funds received from the towns, cities or municipalities for the purpose of providing funding for the regional juvenile jail facility.

4. Suggest rules and regulations regarding the operation of the regional juvenile jail facility which, when adopted by the governing board, shall be binding upon the individual towns, cities or municipalities during the duration of this agreement.

5. Provide an independent certified account of the regional juvenile jail facility, including the operation of the juvenile jail account to be performed annually, and the audit shall be submitted to the administrator, with an annual report of the regional juvenile jail program to the counties.

6. This agreement shall not relieve any obligation or responsibility of the various counties imposed upon it by law except to the extent of actual or timely performance thereof by the administrative entity created by this agreement, said performance shall be offered in satisfaction of the obligations or responsibilities.

7. Solitary Confinement. The juvenile shall be easily monitored in the facility's dayroom.

8. Exercise. The jailors shall provide juveniles with any opportunity for outdoor exercise for a minimum of one hour per day, seven days a week.

During winter months, outdoor exercise will be allowed when possible.

9. Programming. Juveniles shall have access to an educational or counseling program, T.V., and recreational materials including:

1) A teacher assigned to the jail on a daily basis.

2) Juveniles shall have routine access to trained counselors. Such counselors must monitor the mental, as well as the physical well-being of the children.

3) A TV shall be placed in the dayroom, and a library of books, writing materials and games suitable to adolescents should be developed.

4) Soft furniture, such as a couch and chair, shall be added to the dayroom.

10. Staff Training. The current jail staff shall have the requisite training to care for the physical safety of juveniles.

Current staff must receive training in the handling of the unique problems associated with adolescents. Special emphasis shall be placed on dealing with suicidal children and children with alcohol and other substance abuse problems. In addition, staff who are openly hostile to caring for juveniles should not be responsible for their care.

11. Staffing Ratios. There must be adequate staffing at all times so that children can be out of their cells during daytime hours and have access to adequate outdoor recreational and exercise opportunities.

12. Visitation and Telephone Use. There shall be a clear and written policy regarding visitation and telephone use by juveniles in the jail.

Juveniles shall be afforded the opportunity to visit with their attorneys while in jail and consult with them by telephone on an as-needed basis (as defined by the juvenile and his attorney).

In addition, liberal visitation with family members and other relatives shall be permitted. At least one hour per day shall be designed for visitation with family members and relatives. As with visitation with attorneys, a private place for such visits should be designated.

In addition, juveniles should be permitted access to telephones to make outgoing calls and to receive calls from attorneys, family members and relatives.

13. Contracts for Routine and Emergency Medical and Mental Health Care. There will be written agreements with local medical and mental health care for juveniles in the jail. Such contracts also shall include provisions for telephone consultation with jail staff regarding questions they may have regarding juvenile under their charge.

14. Pre-Detention Screening and Transfer of Information. A juvenile, prior to incarceration in the jail, shall be screened by a qualified individual to determine any special needs of the juvenile. This information will be reduced to writing and transferred with the child when he is transported to the jail.

ARTICLE 5: METHOD OF FINANCING.

It is expressly agreed by the counties that the regional juvenile jail program created pursuant to this agreement shall be funded as follows:

1. That the Fremont County Jail will be used as a juvenile detention center for the nine participating counties.
2. Madison, Jefferson and Bonneville Counties will house Fremont County's adult prisoners during the time the Fremont County Jail is being used as a juvenile detention center.
3. Those counties participating with exchange of prisoners agree to a daily per diem rate of \$40.00 plus any additional costs incurred, such as medical psychological evaluation or education or any other additional costs over and above the normal cost of incarceration.
4. Transportation to and from the Fremont County facility will be the responsibility of the county of origin.
5. The intention of this agreement is to put no burden, either financially, or upon the personnel or upon the jail facility of Fremont County.

ARTICLE 6: DISTRIBUTION OF PROPERTY, FUNDS AND SUPPLIES UPON TERMINATION OF THIS AGREEMENT.

Termination of this agreement shall be accompanied by a majority vote of the counties which are a party to this Joint Powers Agreement. In the event of termination of this agreement, all parties hereby agree to full accounting and a settlement of any accounts then owing.

In the event any county determines or desires to withdraw from this Joint Powers Agreement, said county may do so upon notification to the governing board, and such termination shall be effective ten (10) days after receipt of notification by the governing board.

ARTICLE 7: SEVERABILITY.

If any clause, sentence, paragraph, article or part of this agreement shall, for any reason, be adjudicated by a competent court of jurisdiction to be invalid, such judgment shall not effect, impair or invalidate the remainder thereof, but shall be confined in its operation

to the clause, sentence, paragraph, article or part thereof directly involved in the controversy in which said judgment shall have been rendered.

ARTICLE 8:

It shall be the responsibility of Fremont County to comply with all of the responsibilities also invoked upon the governing board and to ensure the normal and usual jailing obligations, duties and responsibilities to the various juveniles and to the other counties involved in this agreement.

IN WITNESS THEREOF, the parties hereto have set their hands and seals, the year and date first above written.

DATED this 14th day of October, 1987.

BONNEVILLE COUNTY

/s/ Clyde A. Burtenshaw

Commissioner

JEFFERSON COUNTY

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Commissioner

FREMONT COUNTY

/s/ James Siddoway  
Commissioner

CLARK COUNTY

*J. Albert Laird*  
/s/ J. Albert Laird  
Commissioner

CUSTER COUNTY

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Commissioner

MADISON COUNTY

/s/ Doyle W. Walker  
Commissioner

TETON COUNTY

/s/ Arnold W. King  
Commissioner

LEMHI COUNTY

\_\_\_\_\_  
Commissioner

BUTTE COUNTY

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Commissioner

PROPERTY TAX EXEMPTION

An application, from the Dubois Lions Club, requesting property tax exemption on the E.70 feet of Lots 3,4,5, Ellis Addition, to the City of Dubois Clark County, Idaho. After a brief discussion it was unanimous that the Lions Club would be exempt same as other organization.

APPROVAL OF CLAIMS

The following claims for the current month were examined and approved, except for one District Court claim for Public Defender, in the amount of \$1402.80, was denied.

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|---|-------------|
| CURRENT EXPENSE<br>88-00056 thru 88-00078                       | \$21,269.56 |
| ROAD AND BRIDGE<br>88-00079 thru 88-00096                       | \$28,700.71 |
| DISTRICT COURT<br>88-00097 thru 88-00101                        | \$456.97    |
| INDIGENT AND CHARITY<br>88-00102 thru 88-00105                  | \$1,159.19  |
| JR. COLLEGE<br>88-00106 thru 88-00107                           | \$2,575.00  |
| REVALUATION<br>88-00108   | \$66.89     |
| TORT<br>88-00109  | \$389.00    |
| WEEDS<br>88-00110   | \$20.16     |
| WATERMASTER<br>88-00033 thru 88-00036<br>88-00111 thru 88-00113 | \$3,645.17  |

Ordered that this Board do now adjourn.

  
JO ANN S. TAVENNER, CLERK

  
J. ALBERT LAIRD, CHAIRMAN