

Microfilm No. **558304**
25 Day May 20 16
At 10:09 O'Clock A.M
ABBIE MACE
FREMONT CO RECORDER
Fee \$ 0 Deputy
Recorded at Request of
Fremont County Commissioners

RESOLUTION NO. 2016- 19

A RESOLUTION OUTLINING AND AUTHORIZING THE SIGNING OF A MEMORANDUM OF UNDERSTANDING BETWEEN JEFFERSON COUNTY AND FREMONT COUNTY REGARDING THE SHARING OF EQUIPMENT, NAMELY A 2007 BASS TRACKER BOAT AND TRAILER.

WHEREAS, the Board of County Commissioners of Fremont County, Idaho, believes it to be in the best interest of Fremont County to sign a Memorandum of Understanding between Jefferson County and Fremont County regarding the sharing of equipment, namely a 2007 Bass Tracker Boat and Trailer.

WHEREAS, pursuant to Idaho Code §§ 67-2326 through 67-2333, Jefferson County and Fremont County desire to enter into an agreement to share specific personal property; and

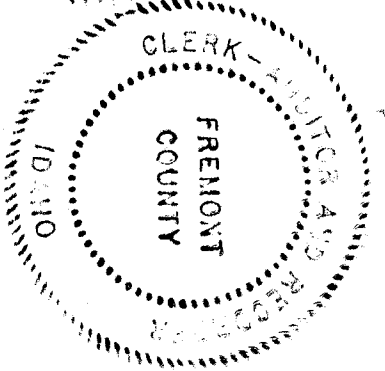
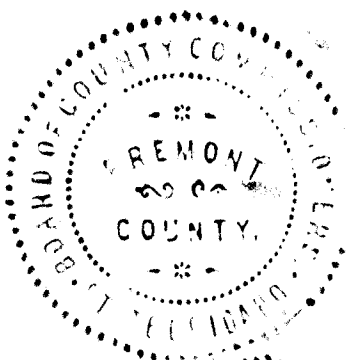
WHEREAS, said agreement will benefit both counties, in making more equipment available and will minimizing costs; and

WHEREAS, said equipment was purchased by Jefferson County, who owns the equipment, and was repaired by Fremont County; and

WHEREAS, this agreement is part of the cooperative relationship between the two local Governments.

NOW THEREFORE, BE IT RESOLVED the Board of County Commissioner for Fremont County, Idaho authorize the signing of a Memorandum of Understanding attached as Exhibit A., by BRYCE FOWLER.

PASSED THIS 25th DAY OF April, 2016, BY THE BOARD OF COUNTY COMMISSIONERS OF FREMONT COUNTY, IDAHO.



BOARD OF COUNTY COMMISSIONERS
FREMONT COUNTY, IDAHO

Jordan Stoddard
JORDON STODDARD, CHAIRMAN

Bill Baxter

LeRoy Miller
LeRoy Miller

ATTEST:

Abbie Mace
ABBIE MACE, COUNTY CLERK

MEMORANDUM OF UNDERSTANDING (MOU)
Between
JEFFERSON COUNTY And FREMONT COUNTY

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WHEREAS, Pursuant to Idaho Code §§ 67-2326 through 67-2333, Jefferson County and Fremont County desire to enter into an agreement to share specific personal property; and

WHEREAS, Jefferson and Fremont County desire to share a 2007 Bass Tracker boat, with trailer; and

WHEREAS, said equipment was purchased by Jefferson County, who owns the equipment, and was repaired by Fremont County; and

WHEREAS, said agreement will benefit both counties, in making more equipment available and in sharing the costs of maintenance of the shared equipment; and

WHEREAS, this agreement is part of the cooperative relationship between the two local Governments.

NOW THEREFORE, both Jefferson County and Fremont County hereby adopt this document according to the following:

1. No creation of an organization, or the like, nor delegation of powers – by either party - is created by this agreement.
2. The purpose of this agreement is to foster a cooperative relationship between Jefferson and Fremont County, as well as to minimize expenses and costs in providing the needs of each individual county.
3. There is no financing or budgeting requirement imposed on either party by this understanding.
4. Jefferson County is the “title owner” of the equipment, and will carry the property on its schedule of property, for insurance purposes.
5. In the event of damage to the equipment, which results in an insurance claim, the deductible will be paid by the county who had control of the equipment at the time the damage occurred. The using party will be responsible for any liability, including but not limited to claims by its employees and by third parties that arose out of an event that occurred while it had care, custody, or control of the equipment.
6. Jefferson County shall defend, indemnify, and hold Fremont County, its officers, agents, and employees harmless for injuries to persons or property resulting from the wrongful acts of Jefferson County, its officers, agents, and employees in performing the duties described in this agreement. Such indemnification and defense shall be limited to only those claims, and only to the extent, that Jefferson County itself could be liable under state or federal statutes, regulations, common law, and other law. Jefferson County’s indemnification and defense of Fremont County herein is further limited by all defenses, burdens of proof, immunities, and limitations on damages to which Jefferson County would be entitled if the claims were asserted against Jefferson County.
7. Fremont County shall defend, indemnify, and hold Jefferson County, its officers, agents, and employees harmless for injuries to persons or property resulting from the wrongful acts of Fremont County, its officers, agents, and employees in performing the duties described in this agreement. Such indemnification and defense shall be limited to only those claims, and only to the extent, that Fremont County itself could be liable under state or federal statutes, regulations, common law, and other law. Fremont County’s indemnification and defense of Jefferson County herein is further limited by all defenses, burdens of proof, immunities, and

MEMORANDUM OF UNDERSTANDING (MOU)
Between
JEFFERSON COUNTY And FREMONT COUNTY

limitations on damages to which Fremont County would be entitled if the claims were asserted against Fremont County.

8. This writing embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained in this agreement. All previous and contemporaneous communications, representations, or agreements, either verbal or written, between the parties are superseded by this agreement.
9. The following operational considerations shall be enforced by both parties through the Department Head:
 - a. The equipment shall be housed in Jefferson County unless, by agreement of the parties, the decision is made to house the equipment in a different location.
 - b. Both counties will perform routine maintenance when the equipment is in their possession.
10. This agreement will remain in full force and effect as long as the two counties continue to participate or as long as the equipment is in working order.
11. This agreement may be modified or amended only by a writing duly executed by both parties.
12. This agreement may be terminated by either party upon written notice to the other.

SIGNED THIS ____ day of _____, 2016, by the duly authorized representative of Jefferson County.

Mitch Whitmill, Weed/Invasive Species Dept. Super.
Jefferson County, Idaho

SIGNED THIS ____ day of _____, 2016, by the duly authorized representative of Fremont County.

Bryce Fowler, Weed Control Dept. Super.
Fremont County, Idaho