

**Memorandum of Understanding
between
United Payette Coalition
and
Valley County Board of Commissioners**

This Memorandum of Understanding (“MOU” or “Agreement”), dated November 8, 2021 (the “Effective Date”), is hereby entered into by and between the Board of County Commissioners, Valley County, Idaho (“The County”) and the United Payette coalition (“United Payette”).

Recitals

WHEREAS, Valley County has goals to “accommodate growth and development while protecting quality of life within” the county as set forth in the Valley County Comprehensive Plan, dated August 23, 2010 (the “County Plan”);

WHEREAS, Valley County has recognized that “Natural Resources such as water, wildlife, timber, and mineral resources have been a significant positive impact for Valley County” and has an objective to “consider the county’s natural resources which are important to recreation, such as open space areas; riparian areas, lakes, rivers and creeks; and, wildlife populations and habitats” as set forth in the County Plan;

WHEREAS, many of the open spaces within Valley County are endowment lands owned by the State of Idaho in trust for designated beneficiaries;

WHEREAS, United Payette, a broad coalition of local citizens and organizations comprised of more than 60,000 members, has as its mission “collaborating with government and private partners to ... permanently conserve the Payette endowment lands for the public and the health of the ecosystem for now and for generations to come”;

WHEREAS, Idaho Code § 31-806 provides: “county commissioners of each county in this state may purchase, lease, obtain by gift or accept by grant from private persons, corporations, the United States, the state of Idaho or other governmental agencies, real or personal property ... and may hold, maintain, improve and operate the same for the use and purpose of a public park or public recreation”;

WHEREAS, Idaho Code § 31-807 provides: “county commissioners shall have the power and authority to purchase, receive by donation, or lease any real or personal property necessary for the use of the county; preserve, take care of, manage and control the county property”;

WHEREAS, The County and United Payette would like to collaborate to conserve natural resources, open spaces, and multi-use recreation opportunities on state endowment lands within the county,

NOW, THEREFORE, on the basis of the foregoing recitals The County and United Payette hereby agree as follows

A. Agreement

1. **Leases.** Upon the signing of this Agreement, The County and United Payette will begin to work cooperatively with each other to develop one or more short-term leases on endowment land parcels described in the Payette Endowment Lands Strategy developed by the Idaho Department of Lands ("IDL") and approved the Idaho Board of Land Commissioners in March, 2021 ("PELS"). The parties hereto shall: (a) submit proposed lease terms consistent with the purposes set forth in this Agreement to IDL no later than two months after the Effective Date of this Agreement with The County as lessee and the Idaho Department of Lands as lessor ("Short-Term Leases"), (b) draft one or more leases incorporating agreed upon terms, (c) define roles and responsibilities among the parties under the Short-Term Leases, and (d) work in good faith to execute the lease(s) as soon as practicable.
2. **Funding.** United Payette will raise the funds necessary to pay the annual rents and related, agreed-upon expenses of the Short-Term Leases (the "Funds"). United Payette hereby agrees to raise sufficient Funds to cover at least two years of lease payments before a lease is executed or annual rent is paid; provided that in the event a lease is for a one-year term then United Payette shall only be required to raise one year of Funds.
3. **Lease Negotiations.** The County and United Payette will cooperate and negotiate in good faith to execute the Short-Term Leases with IDL.
4. **Citizen's Advisory Council.** The County and United Payette will work cooperatively and in good faith to develop and implement a broad-based citizen's advisory council that represents diverse interests for long-term solutions, with the purposes of recommending to The County (i) a transparent process for spending Funds, (ii) the highest and best use of any available funding that exceeds the Funds that United Payette raises to satisfy lease payments for the purpose of optimizing conservation, multi-use recreation, and public benefits, consistent with and in furtherance of this MOU, and (iii) any improvements to, or new uses on, the leased premises and how to fund them. This Agreement represents an "agreement to agree" on the makeup of the council and other complex issues that may arise.
5. **Additional Solutions.** The County and United Payette may collaborate with other interested parties including the City of McCall and the Idaho Department of Lands to define, evaluate, and recommend other short-term solutions and long-term conservation and recreation-based solutions for parcels defined in the PELS.

B. General Terms

1. Term. The term of this agreement shall be five years, commencing on the Effective Date.
2. Modifications. The County and United Payette may revise or modify this agreement only upon the written agreement of both parties.
3. Termination. This agreement may be terminated upon the written agreement of both parties.
4. Dispute Resolution. If a dispute arises out of or relates to this contract, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties hereby agree to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or any other dispute resolution procedure.
5. Authorized representatives; Notice. Each of the parties hereby identifies the person(s) set forth below as authorized to act on matters related to the purpose of this MOU. All notices under this Agreement must be in writing and sent by electronic mail or U.S. Mail, FedEx or UPS to the other party's authorized representative at the address set forth below.

For Valley County:
Larry Laxson
(208) 405-3148
llaxson@co.valley.id.us

For United Payette:
Jeffrey Mousseau
(208) 520-7708
jeffreymousseau@msn.com
or
Julie Manning
(208) 514-5266
j4manning@yahoo.com

6. Authorization. By their signatures executing this MOU, each of the parties certifies that the individual listed below as a representative of that party is authorized to act in matters related to this MOU.

THE PARTIES HERETO have executed this Memorandum of Understanding by the signatures below as of the date first written above.

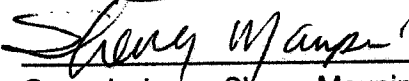
BOARD OF COMMISSIONERS, VALLEY COUNTY



Chairman, Elting Hasbrouck

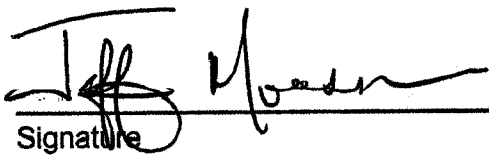


Commissioner, Dave Bingaman



Commissioner, Sherry Maupin

UNITED PAYETTE



Signature

Print name and title: