



**RURAL IDAHO ECONOMIC DEVELOPMENT PROFESSIONAL GRANT  
STATE OF IDAHO – DEPARTMENT OF COMMERCE**

This Rural Idaho Economic Development Professional grant agreement (“Agreement”) is entered into by and between the Idaho Department of Commerce (“Department”), and Teton County (“Grantee”), for the purpose of providing the grantee with funding support for the Rural Idaho Economic Development Professional Program (“EDPRO”).

WHEREAS, the State of Idaho and the Department desire to promote and facilitate economic growth by providing full service economic development services to rural communities in Idaho by providing a performance based EDPRO program through the Idaho Rural Initiative.

WHEREAS, the Grantee intends to deliver locally based, full-time economic development services in and around its community that include, but are not limited to, business recruitment, business expansion, business retention, business start-up and support for the Department’s programs and initiatives.

WHEREAS, the Grantee submitted a satisfactory EDPRO grant application #006464 (“Application”) to the Department on or before the deadline of May 26, 2024. The application is incorporated herein by reference.

WHEREAS, the Director of Department reviewed and approved the program recommendations and approved the Grantee for an award on July 26, 2024.

NOW THEREFORE, in consideration of the forgoing and the mutual promises and covenants herein contained, the parties agree as follows:

**1. Term.** This Agreement shall be effective as of July 1, 2024, or upon signature by both parties, whichever is later, and shall remain in effect until June 30, 2025, or until terminated by the Department pursuant to the terms herein, whichever occurs first.

**2. Grant Amount.** The amount of assistance awarded under this Agreement is \$30,000.00. The Grantee and their partners agree to provide a minimum of \$16,500.00 in matching funds as identified in the Grantees application.

**3. Ongoing Funding Assistance.** It is the Department’s expectation that the Grantee’s dependence upon EDPRO funding will diminish over time. The Department reserves the right to award subsequent Agreements with funding levels that may vary from the prior Agreements.

**4. Allowable Costs.** The use of EDPRO funds is limited to the salary and benefits of the full time professional hired to carry out the intent of the program as described in Appendix A – Work Plan. Funds may also be used for the professional services of a contractor to execute the Work Plan on a contractual basis.

**5. Unallowable Costs.** EDPRO funds may not be used for any purpose other than described in Article 4 – Allowable Costs. Funds may not be used for any administrative expenses incurred by the Grantee or its partners. Funds may not be used to parcel out contracted services on a single task basis. (For example, funds may not be used to contract for a website or a project engineer, etc.)

**6. Matching Funds.** Pledged cash match must be expended during the Term of the agreement. In-kind match, while not an allowable form of matching funds, may be used to assist with program needs above and beyond the minimum cash match requirement.

**7. Office Requirements.** The Grantee will provide for all necessary operational expenses associated with fulfilling the intent of this agreement. These expenses include, but are not limited to: professional office space, telephone, computer and internet access, office equipment, clerical support, travel expenses sufficient to provide for travel within the area, the state and to out-of-state marketing opportunities or trainings, and funds to develop marketing materials for the area.

**8. Terms of Employment.** The professional hired by the grantee can be full-time or part-time. Full-time positions shall spend no fewer than 32 hours per week on economic development activities. Part-time positions shall spend no fewer than 20 hours per week on economic development activities. Programs operating with an interim economic development professional will be considered vacant unless the Grantee can document that the interim worked the minimum number of hours required per week on economic development activities during their tenure of service. Grantees operating a part-time program shall not be awarded more than \$15,000 in grant funds. Grantees and their economic development organization partners are encouraged to track compliance with the full-time and part time requirement to ensure compliance with audits and program reviews.

**9. Governance.** The Grantee will establish, or pass-through funds, to an economic development organization. This economic development organization may be a not-for-profit corporation or a committee of county government or a committee created through a governmental joint power agreement. The economic development organization will direct the activities of the economic development professional paid for with grant funds provided through this agreement. The Grantee and its economic development organization will assume direct responsibility for fundraising. It is expected that quorum of the voting board members will meet no less than once per every other month (6 times per year), unless otherwise specified in the Grantee's work plan.

**10. Notice of Open Position.** Grantee agrees to notify the Department within seven (7) days in the event the EDPRO position becomes vacant. The Grantee will make best efforts to fill the vacant position within forty-five (45) days. In the event the position cannot be filled or is vacant for greater than forty-five (45) days, grant payments may not be released, or a pro-rated portion of the grant may be payable or re-payable for the time the position was vacant. Prorated payments, non-release of payment or possible repayment will be at the discretion of the Department. Programs with an interim employee may be considered vacant subject to the condition outlined in section 8.

#### **11. Performance Goals & Reporting.**

- a. **Work Plan.** The Grantee, in cooperation with the Economic Development Organization and the Department, will establish a Work Plan as outlined in Appendix A – Work Plan. The Work Plan will be reviewed and approved by the Department.
- b. **Monthly Progress Report.** The Grantee shall submit a monthly progress report to the Department. The progress report shall address performance results for the reporting month. The progress report is due on the 15<sup>th</sup> of each month, for the previous month. The format for the monthly report shall be Appendix B –

EDO Progress Report. From time to time, the Department may revise the format, deadline, method, and frequency for reporting. The Department will provide 30 days' notice of such changes. Repeated failure to submit timely reports may result in a loss of funding.

- c. **Financial Report.** The grantee shall submit two financial reports. The first is due January 31 and the final Financial Report shall be due after grant close out on July 31. The Financial Reports shall consist of a balance sheet, and income and cashflow (profit and loss) statements printed on the same date. Financial reports shall document the receipt and expenditure of matching funds required in section 6 of this agreement.

Report Type	Due Date
(a) Work Plan	August 30, 2024
(b) Progress Report	Monthly on the 15th
(c) Financial Report	January 31, 2025
(c) Financial Report	July 31, 2025

**12. Grantee Performance.** The Grantee and its rural economic development program will be evaluated biannually by the Department for performance under this Agreement. Satisfactory performance will be required for future awards. The Grantee is responsible for the performance of any employee paid for with funds from this agreement. The Department reserves the right to audit the Grantee and its economic development organization partners. Grantee staff paid with Department funds must make a good faith effort to attend both Department virtual and in person hosted events. This includes, but not limited to the Department’s Rural Economic Development Professional group chats. Exceptions may be allowed provided that the Department is notified of the absence in advance of the event.

**13. Compliance with Law.** The Grantee shall comply with all requirements of federal, state, and local laws, rules, and regulations applicable to the Grantee or to the services performed by the Grantee pursuant to this Agreement.

**14. Transparency.** Any organization benefiting from Program funds, including the grantee and their EDO and EDPRO partners shall be subject to Idaho Code §§ 74-101 through 74-126 (Public Records Law) Idaho Code §§ 74-201 through 74-208 (Open Meetings Law).

**15. Department Engagement.** The Grantee acknowledges the Department’s right to independently contact, communicate with and engage residents, businesses, elected officials, board members and other organizations residing in the Grantee’s area of operation. Grantee interference with the aforementioned may constitute cause for termination. The Grantee will provide the Department with a calendar of scheduled regular meetings stipulating the time, place, and options for virtual participation where available. In the event the Grantee changes the meeting schedule, calls a special meeting, or changes the location of a previously scheduled meeting or does not operate on a fix meeting schedule, written advanced notice of no less than five working days must be provided to the Department. The notice shall include time, date, location, and links for virtual participation if available. Failure to comply with this clause may result in a loss of funding.

**16. Payments.** Request for Funds (RFF) must be requested by the grantee through the Commence grant portal. The RFF must contain an invoice from the Grantee to the Department for the amount due. RFFs may be requested in accordance with the chart below. Failure to

submit a pay request by the “no later than” date may result in the forfeiture of funds.

Payment Date	Amount	Requirement
On/after July 1st but no later than November 30th	50% of award amount	Fully executed grant Agreement and Work Plan and financials covering the previous six months. Must be up to date on monthly reporting from the previous contract year.
On/after January 1 <sup>st</sup> but no later than May 15 <sup>th</sup>	50% of award amount	Submission of 1 <sup>st</sup> Financial Report. Must be up to date on monthly reporting requirements.

**17. Non-Performance.** If the Grantee is deficient in reporting or other performance benchmarks the Department shall notify the Grantee in writing of the deficiency and request the Grantee to correct the deficiency within 30 days. If the Grantee fails to respond within 30 days or to sufficiently address the deficiency within 45 days, then the Department may withhold payment pending the correction of any deficiencies. If the Grantee fails to meet the performance requirements, following all notices and cure periods described in this section, the Department may terminate this Agreement. Failure to perform satisfactorily may affect future funding decisions.

**18. Potential Conflicts of Interest.** The Grantee must disclose all potential conflicts of interest involving any professional paid with EDPRO funds. Potential conflict disclosures must be in writing from the Grantee to the Department’s Director. Potential conflicts of interest shall include any action, decision, or recommendation by the Grantee, for any purposes under this Agreement, the effect of which would be to the private pecuniary benefit of the Grantee or a member of the Grantee’s household, or a business with which the Grantee or a member of the Grantee’s household is associated. In addition to pecuniary matters, conflicts of interest shall also include any personal or professional position, relationship, knowledge, experience, or bias that would unfairly influence the Grantee’s reasoning or decision on matters performed under this Agreement. In addition, the EDPRO shall not accept any gifts, including sponsored travel, exceeding fifty dollars (\$50.00) within a program year. All potential conflicts of interest disclosed to the Department’s Director shall be reviewed and resolved at the sole discretion of the Department’s Director.

**19. Certification Concerning Boycott of Israel:** Pursuant to Idaho Code section 67-2346 (effective July 1, 2021), if payments under the Agreement exceed one hundred thousand dollars (\$100,000) and Grantee employs ten (10) or more persons, Grantee certifies that it is not currently engaged in, and will not for the duration of the Agreement engage in, a boycott of goods or services from Israel or territories under its control. The terms in this section defined in Idaho Code section 67-2346 shall have the meaning defined therein.

**20. Certification Concerning Boycott of China:** Pursuant to Idaho Code section 67-2359 (effective July 1, 2023), Contract with a company owned or operated by the government of China prohibited. (1) A public entity in this state may not enter into a contract with a company to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the company is not

currently owned or operated by the government of China and will not for the duration of the contract be owned or operated by the government of China. The terms in this section defined in Idaho Code section 67-2359 shall have the meaning defined therein.

**21. Certification considering Abortion Act.** All agencies of the State of Idaho, including the Department, are subject to No Public Funds for Abortion Act. The Act establishes a penalty against state employees who intentionally enter into an agreement with abortion providers or affiliates of abortion providers, or who authorize the use of state facilities or public funds for abortion related activity. Under the Act, there are no penalties that apply to you. By signing the agreement, you certify that there exists no information that would trigger the Act and prevent the Department from contracting with you.

**22. Amendments.** The Agreement may not be released, discharged, changed, extended, modified, subcontracted or assigned in whole or in part (collectively, an “Amendment”) except to the extent provided by a written instrument signed by the Grantee and the party authorized to bind the Department. Persons authorized to bind the Department are the Director of the Department. No other Department employee is authorized to accept modifications or additional terms to the Agreement.

**23. Termination.** The Department shall have the right to terminate this Agreement, in whole or in part, any time whenever it is determined that the Grantee has failed to comply with the conditions of the Agreement or the funding for the program supporting the Agreement is reduced or eliminated.

The Department may cancel this Agreement at any time, with or without cause, upon ten (10) days written notice to the Grantee specifying the effective date of termination.

The Grantee may cancel this Agreement at any time, with or without cause, upon thirty (30) days written notice to the Department specifying the effective date of the termination.

In the event that the Grantee terminates the Agreement and is in good standing at the time of termination, a prorated share of grant funds shall be retained by and/or repaid to the Department. If the Grantee is not in good standing at the time of termination, then all Department funds may be subject to repayment.

**24. Relationship of Contracting Parties.** It is distinctly and particularly understood and agreed between the parties that the Department is in no way associated or otherwise connected with the performance of any service under this Agreement on the part of the Grantee or with the employment of labor or the incurring of expenses by the Grantee. The Grantee is solely and personally liable for all labor, taxes, insurance, required letter of credit and other expenses, except as specifically stated herein, and for any and all damages in connection with the operation of this Agreement, whether it may be for personal injuries or damages of any other kind. The Grantee shall not imply, represent, or claim to be an officer or employee of the Department or the state of Idaho. The Grantee shall exonerate, indemnify, defend, and hold the Department and the state of Idaho harmless from and against and assume full responsibility for payment of all federal, state, and local taxes or contributions imposed or required under unemployment insurance, social security, worker’s compensation, and income tax laws with respect to the Grantee or Grantee’s employees engaged in performance under this Agreement. The state of Idaho and the Department do not assume liability as an employer. Further, the parties do not intend for this Agreement to create any third-party beneficiaries.

**25. Entire Agreement.** This Agreement constitutes the entire agreement between the

parties hereto and shall supersede all previous applications, proposals, oral or written, negotiations, representations, commitments, and all other communications between the parties.

**26. Headings.** The headings have been inserted for convenience solely and are not to be considered when interpreting the provisions of this Agreement.

**27. Counterparts.** This agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

**28. Special Conditions**

**ED Pro Board Chair**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Grantee**

\_\_\_\_\_  
Print Grantee Name – Chair/Mayor

\_\_\_\_\_  
Print Signatory Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Idaho Department of Commerce Director, Tom Kealey**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

If the Grantee requires additional signatories or approval stamps, they may be written in below:

*[End of text; exhibits follow]*



**Appendix A – Work Plan**

**Note: The total number of items identified for Objectives A, C and D must equal or exceed 9 objective items.**

**Objective A Industrial Targeting: Identify 2 to 5 industries that you will be targeting over the next year. For each industry stipulate the reason it will be your priority.**

- 1) Industry – (Insert Industry Here) (Insert Reasoning and Strategy for Building that Industry in your Communities.)
- 2) Industry – (Insert Industry Here) (Insert Reasoning and Strategy for Building that Industry in your Communities.)
- 3) Industry – (Insert Industry Here) (Insert Reasoning and Strategy for Building that Industry in your Community.)
- 4) Industry – (Insert Industry Here) (Insert Reasoning and Strategy for Building that Industry in your Community.)
- 5) Industry- (Insert Industry Here) (Insert Industry Here) (Insert Reasoning and Strategy for Building that Industry in your Community.)

**Objective B Business Outreach: For each of the industries identified under Objective A identify 3-5 businesses that you plan to work with over the next year.**

- 1) Industry - (Insert Industry Here)
  - a. Business (Insert Business Name and City Here)
  - b. Business (Insert Business Name and City Here)
  - c. Business (Insert Business Name and City Here)
  - d. Business (Insert Business Name and City Here)
  - e. Business (Insert Business Name and City Here)
- 2) Industry - (Insert Industry Here)
  - a. Business (Insert Business Name and City Here)
  - b. Business (Insert Business Name and City Here)
  - c. Business (Insert Business Name and City Here)



- d. Business (Insert Business Name and City Here)
- e. Business (Insert Business Name and City Here)

3) Industry - (Insert Industry Here)

- a. Business (Insert Business Name and Community Here)
- b. Business (Insert Business Name and Community Here)
- c. Business (Insert Business Name and Community Here)
- d. Business (Insert Business Name and Community Here)
- e. Business (Insert Business Name and Community Here)

4) Industry - (Insert Industry Here)

- a. Business (Insert Business Name and Community Here)
- b. Business (Insert Business Name and Community Here)
- c. Business (Insert Business Name and Community Here)
- d. Business (Insert Business Name and Community Here)
- e. Business (Insert Business Name and Community Here)

5) Industry - (Insert Industry Here)

- a. Business (Insert Business Name and Community Here)
- b. Business (Insert Business Name and Community Here)
- c. Business (Insert Business Name and Community Here)
- d. Business (Insert Business Name and Community Here)
- e. Business (Insert Business Name and Community Here)

**Objective C Main Street and Entrepreneurship – Identify 2 to 5 activities or strategies you will pursue to create, grow and strengthen main street businesses (retail, hospitality, professional services) and or promote entrepreneurship in your communities.**

- 1) Strategy - (Insert Strategy Here)
- 2) Strategy - (Insert Strategy Here)
- 3) Strategy - (Insert Strategy Here)
- 4) Strategy - (Insert Strategy Here)
- 5) Strategy - (Insert Strategy Here)

**Objective D Placemaking – Identify 2 to 5 projects you will help pursue to make your communities more attractive for businesses and workforce.**

- 1) Project – (Insert Project and Community)
- 2) Project – (Insert Project Here Community)
- 3) Project – (Insert Project Here Community)
- 4) Project – (Insert Project Here Community)
- 5) Project – (Insert Project Here Community)

**Objective E Professional Development – Identify 2 to 5 topics or subject areas you wish to become more expert in over the next 12 months.**

- 1) Topic/Subject Area
- 2) Topic/Subject Area
- 3) Topic/Subject Area
- 4) Topic/Subject Area
- 5) Topic/Subject Area

**Regular Business Meetings** – The Grantee shall attach a schedule of regular business meetings. The schedule shall include time (including a stipulation of time zone), date, location, and virtual options for participation if available. If any of the above information is not known at the time of the signing of this agreement, the Grantee will comply with the provisions outlined in section 15 of this agreement.