

RESOLUTION NO. 26-165

A RESOLUTION OF THE CANYON COUNTY BOARD OF COUNTY COMMISSIONERS AUTHORIZING THE DESIGNATION AND USE OF FUNDS FOR THE LOCAL DISASTER EMERGENCY

The following resolution and order was considered and adopted by the Canyon County, Idaho Board of Commissioners ("Board") on September 8th.

Upon the motion of Commissioner Brooks and the second by Commissioner Holton, the Board resolves as follows:

WHEREAS, Idaho Code § 31-801 grants general powers and duties, subject to the restrictions of law, to the boards of county commissioners in their respective counties; and

WHEREAS, Idaho Code § 31-828 grants the Board authority "to do and perform all other acts . . . which may be necessary to the full discharge of the duties of the chief executive authority of the county government"; and

WHEREAS, Idaho Code § 31-807 authorizes the Board to manage county property subject to restrictions including, but not limited to, those described in Idaho Code § 31-808; and

WHEREAS, on June 25, 2026, Canyon County, Idaho experienced significant flooding caused by heavy rainfall and hail, resulting in widespread damage to portions of the County and necessitating a Declaration of Local Disaster Emergency, attached hereto as Attachment 1; and

WHEREAS, the services described in the Scope of Work provided by Ideal Demolition Services, LLC, attached hereto as Attachment 2, are necessary to address damage resulting from the flooding described in Attachment 1; and

WHEREAS, the County's designated Emergency Management Fund is available to cover costs associated with the necessary services and repairs resulting from the declared local disaster emergency.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE BOARD OF COUNTY COMMISSIONERS OF CANYON COUNTY, IDAHO, that funds from the designated Emergency Management Fund are hereby authorized for use to pay for the services and work described in the Scope of Work; Item 2 attached hereto as Attachment 2, subject to applicable County policies, procurement requirements, and available funds.

RESOLUTION AUTHORIZING THE
DESIGNATION AND USE OF FUNDS
FOR THE LOCAL DISASTER EMERGENCY

RESOLUTION NO. 26-165

IT IS FURTHER RESOLVED BY THE BOARD, that this resolution shall be effective September 8th.

BOARD OF COUNTY COMMISSIONERS

☒ Motion Carried Unanimously
☐ Motion Carried/Split Vote Below
☐ Motion Defeated/Split Vote Below

	Yes	No	Did Not Vote
<u>Not in attendance</u> Commissioner Leslie Van Beek	_____	_____	_____
<u>Brad Holton</u> Commissioner Brad Holton	<u>X</u>	_____	_____
<u>Zach Brooks</u> Commissioner Zach Brooks	<u>X</u>	_____	_____

ATTEST: JESS URRESTI, CLERK

By: D. H. Hoff
Deputy Clerk

RESOLUTION AUTHORIZING THE
DESIGNATION AND USE OF FUNDS
FOR THE LOCAL DISASTER EMERGENCY



CANYON COUNTY COMMISSIONERS

Leslie Van Beek
District I

Brad Holton
District II

Zach Brooks
District III

1115 Albany □ Caldwell, Idaho 83605 □ Telephone: (208) 454-7507 □ Fax: (208) 454-7336

CANYON COUNTY, IDAHO DECLARATION OF LOCAL DISASTER EMERGENCY (Flood Damage)

Date: June 26, 2026 **Time:** 9:30 AM

WHEREAS, beginning on or about June 25, 2026 at approximately 8:30 PM, Canyon County, Idaho, experienced significant flooding caused by heavy rainfall and hail resulting in widespread damage across portions of the county; and

WHEREAS, this flooding has caused substantial damage to public infrastructure and buildings; inundated or threatened private residences, businesses, and agricultural lands; created hazardous conditions from debris and standing water; and poses an ongoing and imminent threat to the lives, safety, health, and property of Canyon County residents and visitors; and

WHEREAS, the resulting conditions constitute a “disaster” as defined in Idaho Code § 46-1002, creating an imminent threat of widespread or severe damage, injury, or loss of life or property that is beyond the control of the normal services, personnel, equipment, and facilities of Canyon County government; and

WHEREAS, Canyon County maintains an Emergency Operations Plan and Emergency Management organization pursuant to Idaho Code § 46-1009 and related authorities to prepare for, respond to, and recover from such disasters; and

WHEREAS, the immediate and effective protection of public health, safety, and welfare, the preservation of life and property, the facilitation of emergency response and debris removal, and the ability to request and coordinate mutual aid, state, and potential federal assistance require the invocation of emergency authorities and powers; and

NOW, THEREFORE, the Board of County Commissioners of Canyon County, Idaho, by virtue of the authority vested in me by Idaho Code § 46-1011 and the general powers and duties of the Board of County Commissioners, do hereby:

1. **Declare and proclaim** that a **Local Disaster Emergency** exists throughout Canyon County, Idaho, effective immediately upon execution of this Declaration, due to the flooding and resulting conditions described above.
2. **Direct** the Canyon County Emergency Management Coordinator to implement the Canyon County Emergency Operations Plan to the extent necessary to coordinate response and recovery efforts.

3. **Authorize** the use of all available county resources, personnel, equipment, and facilities for emergency response, including but not limited to debris removal, infrastructure protection and temporary repair, public safety measures, sandbagging or flood fighting, evacuation assistance if required, and support to affected residents and property owners.
4. **Authorize** emergency procurement of goods, services, equipment, and contracts as may be immediately necessary to protect life and property or facilitate response, utilizing expedited processes consistent with Idaho law and the emergency authorities granted herein (normal competitive bidding requirements are suspended only to the extent they would cause undue delay in critical response actions).
5. **Request and authorize** application for mutual aid from neighboring jurisdictions and state agencies, and, through the Idaho Office of Emergency Management (IOEM), any available state or federal disaster assistance programs for which Canyon County may be eligible.
6. **Invoke** all applicable emergency powers and protections under Idaho law, including the liability protections set forth in Idaho Code § 46-1017.
7. **Direct** that this Declaration be given prompt and general publicity through issuance of a press release, posting on the Canyon County website and official social media channels, notification to local media, and any other effective means; and that it be filed promptly with the Canyon County Recorder's Office as required by Idaho Code § 46-1011.
8. **Urge** all residents, businesses, and property owners in affected areas to exercise caution, follow all directives and safety guidance issued by emergency officials and first responders, and report damages, hazards, or needs through established county channels (e.g., non-emergency dispatch or designated damage reporting portals).

This Declaration of Local Disaster Emergency shall remain in full force and effect for a period of seven (7) days from the date and time of execution, unless sooner terminated or extended by further action of the full Board of County Commissioners in accordance with Idaho Code § 46-1011.

**CONTINUED DECLARATION OF LOCAL DISASTER EMERGENCY
(Flood Damage)**

WHEREAS, on June 26, 2026, the Canyon County Board of Commissioners, acting pursuant to the Canyon County Emergency Operations Plan and Idaho Code § 46-1011, declared the existence of a local disaster emergency and directed that all efforts be considered or made to protect the citizens and property of the County of Canyon through activation of all local disaster emergency plans and state emergency assistance; and

WHEREAS, said Local Disaster Emergency Declaration ("Declaration"), affixed hereto and incorporated in full force by reference, is scheduled to expire on July 2, 2026, absent action by the Board of Commissioners to extend the same; and

WHEREAS, upon information and belief, the Board understands that the disaster emergency conditions created by severe weather conditions recognized on June 26, 2026, continue to pose imminent threat to life and property.

NOW THEREFORE, the Board of County Commissioners of Canyon County, Idaho, by virtue of the authority vested in me by Idaho Code § 46-1011 and the general powers and duties of the Board of County Commissioners, do hereby declare:

That a local disaster emergency continues to exist and that all efforts may be made to protect the citizens and property of the County of Canyon through activation of all local disaster emergency plans and state emergency assistance; and

That this Continued Local Disaster Emergency Declaration (Continued Declaration) shall continue until the 4th day of August, 2026 unless the Board of Canyon County Commissioners expressly discontinues the Declaration of Emergency prior to said date; and

That this Continued Declaration shall be promptly filed with the Canyon County Recorder's Office; and

That prompt and general publicity shall be given by a press release notifying the public of this Continued Declaration.

**CONTINUED LOCAL DISASTER
EMERGENCY DECLARATION**

2026-026284
RECORDED
07/02/2026 11:17 AM

00938228202600262840020024
JESS URRESTI
CANYON COUNTY RECORDER
Pgs=2 PBRIDGES NO FEE
MISC
CANYON COUNTY COMMISSIONERS

APPROVED AND ADOPTED this 2nd day of July, 2026.

CANYON COUNTY BOARD OF COMMISSIONERS

X Motion Carried Unanimously
_____ Motion Carried/Split Vote Below
_____ Motion Defeated/Split Vote Below

	Yes	No	Did Not Vote
 _____ Commissioner Leslie Van Beek	<u>✓</u>	_____	_____
 _____ Commissioner Brad Holton	<u>X</u>	_____	_____
 _____ Commissioner Zach Brooks	<u>X</u>	_____	_____

ATTEST: JESS URRESTI, CLERK

By: 

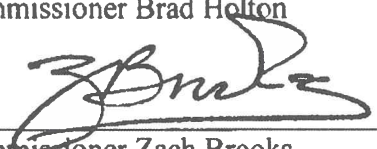
Deputy Clerk



CANYON COUNTY BOARD OF COMMISSIONERS


Commissioner Leslie Van Beek


Commissioner Brad Holton


Commissioner Zach Brooks

ATTEST: Jess Urresti, Clerk

By: J. Ross
Deputy Clerk

**SECOND CONTINUED DECLARATION OF LOCAL DISASTER EMERGENCY
(Flood Damage)**

WHEREAS, on June 26, 2026, the Canyon County Board of Commissioners, acting pursuant to the Canyon County Emergency Operations Plan and Idaho Code § 46-1011, declared the existence of a local disaster emergency and directed that all efforts be considered or made to protect the citizens and property of the County of Canyon through activation of all local disaster emergency plans and state emergency assistance; and

WHEREAS, on July 2, 2026, the Board of County Commissioners declared the need to continue the Declaration of Local Disaster Emergency for an additional period of time; and

WHEREAS, said Local Disaster Emergency Declaration ("Declaration"), and the first Continued Local Disaster Emergency Declaration (First Continued Declaration) affixed hereto and incorporated in full force by reference, are scheduled to expire on August 4, 2026, absent action by the Board of Commissioners to extend the same; and

WHEREAS, upon information and belief, the Board understands that the disaster emergency conditions created by severe weather conditions recognized on June 26, 2026, continue to pose imminent threat to life and property.

NOW THEREFORE, the Board of County Commissioners of Canyon County, Idaho, by virtue of the authority vested in me by Idaho Code § 46-1011 and the general powers and duties of the Board of County Commissioners, do hereby declare:

That a local disaster emergency continues to exist and that all efforts may be made to protect the citizens and property of the County of Canyon through activation of all local disaster emergency plans and state emergency assistance; and

That this Continued Local Disaster Emergency Declaration (Continued Declaration) shall continue until the 4th day of February, 2027 unless the Board of Canyon County Commissioners expressly discontinues the Declaration of Emergency prior to said date; and

That this Continued Declaration shall be promptly filed with the Canyon County Recorder's Office; and

That prompt and general publicity shall be given by a press release notifying the public of this Continued Declaration.

SECOND CONTINUED LOCAL DISASTER
EMERGENCY DECLARATION

Page 1 of 2

2026-030664

RECORDED

07/30/2026 04:14 PM



00943497202600306640020025

JESS URRESTI

CANYON COUNTY RECORDER

Pgs=2 SVILLAGOMEZ

NO FEE

MISC

CANYON COUNTY

APPROVED AND ADOPTED this 30th day of July, 2026.

CANYON COUNTY BOARD OF COMMISSIONERS

- ☒ Motion Carried Unanimously
☐ Motion Carried/Split Vote Below
☐ Motion Defeated/Split Vote Below

	Yes	No	Did Not Vote
 _____ Commissioner Leslie Van Beek	☒	☐	☐
<u>unavailable for signature</u> _____ Commissioner Brad Holton	☐	☐	☐
 _____ Commissioner Zach Brooks	☒	☐	☐

ATTEST: JESS URRESTI, CLERK

By: J Ross

Deputy Clerk



Attachment 2

IDEAL DEMOLITION SERVICES, LLC.

2473 W. Success Way, Emmett, ID 83617

Phone (208) 365-1514 ~ Fax (208) 365-4915

Public Works License PWC-C-16275-A-4, State of Idaho License RCE-593

Demolition Proposal Revised 8/18/26

TO: Rick Britton
Canyon County Courthouse
208-695-8939
rick.britton@canyoncounty.id.gov

Project: Canyon County Courthouse

Proposal #163

Ideal Demolition Services, LLC proposes to furnish all labor, material and equipment to perform the following work in a good workmanship, and substantial manner:

SCOPE OF WORK

Item 1: Abatement of three areas of VCT with carpet and linoleum with grind method as shown during site walk 8/6/26. Air Clearances included. Disposal cost to be covered by Canyon County.

Item 2: Sawcut, demolish, and removal of approx. 290 LF of CMU walls and approx. 16 LF of partition wall as shown during site walk 8/6/26. Ceilings and utilities in the way of removal to be removed by others. Disposal cost to be covered by Canyon County. Shoring to be provided by others.

METHODS AND PROCEDURES

1. Perform work in compliance with all City, State and Federal Regulations.

PRICE

Item 1: Seven Thousand Eight Hundred **\$7,800.00**

Item 2: Fifty-One Thousand Seven Hundred **\$51,700.00**

PAYMENT TERMS

1. Payment: Due pursuant to Section 9 of this Agreement.

OWNER TO PROVIDE

1. Any required approvals or permits relating to asbestos Abatement and/or hazardous materials removal.
2. Final inspections and clearance results for asbestos and other hazardous materials.

CONDITIONS

- No work to be performed until all utilities have been disconnected and removed by owner (if required).
- All resulting debris will be disposed of at a class 3 landfill or transported to a recycle facility.
- Materials requiring disposal as hazardous will be handled as a changed condition and a change order shall be issued.
- Ideal Demolition Services, LLC retains all salvage rights.
- All work will be performed with non-union labor.
- Proposal is good for sixty (60) days
- Price is based on Ideal Demolition Services LLC, hauling of Materials generated from this site to landfill.

INSURANCE

Insurance provided on this project is \$1,000,000.00 General Liability, 2,000,000.00 Aggregate, \$1,000,000.00 Automobile Liability and Statutory Workers Compensation. If additional insurance is required, Owner shall pay for the premium for additional coverage's.

EXCLUSIONS

The following items are excluded from our proposal unless specifically included in the scope of work. Excluded items must be provided by others, if required, to ensure the timely completion of our work:

❖ **Bonds, Demolition Permits** scraping of floors for new floor type pedestrian protection, shoring, lagging, underpinning and bracing, dewatering, site security, traffic control, hazardous materials(Abatement), unforeseen conditions, salvage for others, engineering, staking, layout, testing, patching paving, utility disconnect, abandonment, relocation, protection, laden soil, trenching for pipe, removal of contaminated soil, removal of pilings and caissons, support of existing columns, soil testing, hazardous material testing, lot line determination, real property record searches and ownership verification.

IDEAL DEMOLITION SERVICES, LLC

OWNER/CONTRACTOR/CUSTOMER

By: Jonathan Aparicio
Estimator

Date: 8/18/2026

Print Name and Title _____
Date: _____

THIS DEMOLITION PROPOSAL IS SUBJECT TO THE TERMS AND CONDITIONS ATTACHED HERETO

TERMS AND CONDITIONS OF DEMOLITION PROPOSAL

1. **WRITTEN AGREEMENT TO ADDITIONAL TERMS.** The specifications, terms and conditions ("the Agreement") may not be unilaterally varied by Customer's purchase order or any other document generated by Customer. Any additional or different terms proposed by Customer are hereby rejected and shall be of no force and effect unless expressly agreed to in writing by a member of **Ideal Demolition Services, LLC (IDS)**.

2. **SUPPLIES AND MATERIALS.** IDS shall have the sole right to choose the suppliers from whom it purchases supplies and materials to be used in the performance of the work provided for under this Agreement.

3. **CANCELLATION OF ORDERS.** Orders cannot be canceled except upon terms that will compensate IDS for any and all loss, including, without limitation, the cost of any specially ordered materials and an amount for normal overhead and profit.

4. **WAIVER OF CLAIMS.** All claims for alleged defects, damages, or shortages in the finished work furnished by IDS shall be deemed irrevocably waived unless Customer makes such claim in writing within thirty (30) days of substantial completion of the work by IDS.

5. **EXCLUSION AND LIMITATION OF WARRANTIES.** IDS WARRANTS, THAT THE TO BE FURNISHED WORK WILL BE AS DESCRIBED IN THIS AGREEMENT, BUT IDS MAKES NO OTHER EXPRESS WARRANTY WITH RESPECT TO THE FINISHED WORK. IDS DOES NOT WARRANT THAT THE FINISHED WORK IS OF MERCHANTABLE QUALITY OR THAT IT CAN BE USED FOR ANY PARTICULAR PURPOSE. NO EXPRESS WARRANTIES ARE PROVIDED.

6. **LIMITATION OF LIABILITY.** IDS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, SUSTAINED OR INCURRED BY CUSTOMER IN CONNECTION WITH THE WORK AND MATERIALS FURNISHED UNDER THIS AGREEMENT. IDS' LIABILITY FOR BREACH OF THIS AGREEMENT, AND CUSTOMER'S REMEDY THEREFORE, SHALL BE LIMITED TO THE CONTRACT PRICE OF THE WORK TO BE FURNISHED, AS SET FORTH ON THE REVERSE THEREOF, OR THE COMPLETION OF THE WORK UNDER THIS AGREEMENT, AT THE OPTION OF IDS.

7. **FORCE MAJEURE.** IDS shall have no liability for delays in the performance, or non-performance, of this Agreement occasioned by causes beyond the control of IDS, including, without limitation, acts of God, war, strikes, lockouts, fires, inability to obtain materials or shipping space, equipment breakdown, delays of carriers or suppliers and governmental acts and regulations.

8. **ALTERATIONS.** Any work Customer requests IDS to perform that differs from or is in addition to the original specifications set forth on the reverse hereof is a change. Such changes, different or additional work shall be billed to and paid by Customer. A verbal request for a change, upon which IDS acts, shall be deemed to be a valid change order. For some changes, a written change order may be required.

9. **PAYMENT TERMS.** Customer shall pay IDS in full upon job completion if the time to complete the work does not exceed fifteen (15) calendar days unless a progress payment schedule is set forth in the Agreement. Otherwise, payment shall be made in accordance with the Agreement's payment schedule, or if there is no such schedule and the work exceeds fifteen (15) calendar days, from time to time in accordance with the value of the work performed and the materials provided and actually delivered to Customer's job site. IDS shall submit invoices to Customer pursuant to the foregoing terms. Invoices are due upon presentation. Accounts which are not paid within thirty (30) days from invoice date shall bear interest at the rate of 1 ½ percent and/or the maximum rate allowed by the law, and shall be charged a \$100.00/month collection charge. Further a lien may be placed against your real property and collection methods commenced.

10. **SCHEDULING AND PRICE.** If preferential scheduling is required to meet Customer's requirements, IDS shall have the right to adjust the prices to reflect such scheduling.

11. **ASBESTOS.** Unless specifically provided for on the reverse of this Agreement, IDS' scope of work shall not include the identification, detection, abatements, encapsulation or removal of asbestos or other hazardous substances. If IDS encounters any such

products or materials in the course of performing its work, or if such hazardous materials are encountered by any firm performing work at the job site and IDS determines that such materials present a hazard to its employees or the environment, IDS shall have the right to discontinue its work and remove its employees from the job site until such products or materials, and any hazards connected therewith, are located and abated, encapsulated or removed, or it is determined that no hazard exists (as the case may require), and IDS shall receive an extension of time to complete its work hereunder and compensation for delays encountered as a result of such situation and correction.

12. **HAZARDOUS MATERIALS.** Customer hereby agrees to indemnify, defend and hold harmless IDS from and against any and all damages, losses, obligations, liabilities, fines, penalties, claims (whether well-founded or not), actions or causes of action for whatever kind of nature, which may be made, asserted, maintained, enforced, secured against or sustained or suffered by IDS, in whole or in part by reason of, or arising out of, operating to, the presence, whether discovered or not, known or not known, of any hazardous materials located on the property where the project is located and further, to defend, indemnify and hold IDS harmless from and against, any and all claims, lawsuits, losses, liabilities, damages, fines, penalties and expenses (including, without limitation, clean-up costs and reasonable attorney's fees arising by reason of any of the aforesaid or any action against IDS under this indemnity) arising directly or indirectly from, in whole or part, out of or by reason of any breach of any provision of this paragraph, any environmental or regulatory violations, or any Hazardous Discharge or Environmental Complaint related to the Premises or any items located thereon, whether or not initiated or occurring prior to or after the work performed by IDS and whether or not Customer has any claim for reimbursement or indemnity for any third party, except as to such items caused solely by the act or negligence of IDS while it uses or is working on the project. Customer's obligation under this paragraph is without any exclusion or limitation whatsoever. Hazardous materials shall include all materials, waste, chemicals or compounds which are defined as hazardous by any federal or state statute or governmental entity.

13. **INDEMNIFICATION.** Customer shall indemnify, defend and hold IDS and its members, employees, agents and representatives (the "Indemnified Parties") harmless from any and all loss, cost, expense and damages on account of any and all manner of claims, demands, actions and proceedings that may be instituted against any Indemnified Party on any and all grounds, regardless of responsibility for negligence and which might arise in connection with the agreed work. Customer agrees to defend promptly and continue the defense of any such claim, demand, action or proceeding that may be brought against any Indemnified Party at the Customer's sole expense, provided that such Indemnified Party shall promptly notify Customer with respect thereto, and provided further that such Indemnified Party shall give to Customer reasonable time in which to undertake and continue the defense thereof.

14. **TAXES.** Appropriate state and local taxes will be added to all applicable invoices. If any job or portion thereof believed to be exempt from sales tax is determined subsequently to be taxable, Customer shall hold IDS harmless from the tax liability assessed and pay the tax due.

15. **BANKRUPTCY.** If either party makes an assignment for the benefit of creditors, admits in writing its inability to pay its debts as they become due, files a voluntary, or has filed against in an involuntary, petition for bankruptcy or reorganization, is adjudicated a bankrupt or insolvent, or applies for or consents to the appointment of a receiver for it or its property, the other party may terminate this Agreement by written notice. Such termination shall not relieve either party from any obligation accrued hereunder up to the date of receipt of notice of termination.

16. **ATTORNEY'S FEES.** In any action at law or in equity to enforce any of the provisions or rights under this Agreement, the unsuccessful party to such action or proceeding, as determined in a final judgment, or by court of law in a final judgment or decree, shall pay the successful party all costs, expenses and reasonable attorney's fees incurred therein by such party (including, without limitation such costs, expenses and fees on any appeal), and if such successful party shall recover judgment in any such action or proceeding, such costs, expenses and attorney's fees shall be included as part of such judgment.

17. **INTEGRATION.** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior agreements, representations and understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by the party sought to be bound, and/or no waiver of any of the provisions of this Agreement shall be deemed, or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by an officer of IDS, if IDS is the party making the waiver, or by Customer, if Customer is the party making the waiver.

18. **GOVERNING LAW.** The laws of the State of Idaho shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties.

____JA____ Initial
Ideal Demolition Services, LLC

Initial
Owner/Contractor/Customer