

**RENEWAL ADDENDUM OF AGREEMENT FOR SERVICES BETWEEN
THE IDAHO STATE REAL ESTATE APPRAISER BOARD
AND
THE IDAHO BUREAU OF OCCUPATIONAL LICENSES**

This Addendum is made effective this 1st day of July, 2008, by and between the Idaho Bureau of Occupational Licenses (hereinafter referred to as "IBOL"), and the Idaho State Real Estate Appraiser Board (hereinafter referred to as "Board"). This Addendum pertains to the Agreement for Services between IBOL and the Board which was made effective July 1, 2004 (hereinafter referred to as "Services Agreement").

a) Renewal. The Services Agreement between IBOL and the Board, which was effective as of July 1, 2004, is hereby renewed on the terms set forth in this Addendum. The Services Agreement between IBOL and the Board shall be deemed to automatically terminate at midnight M.D.T. on July 1, 2009, unless otherwise renewed by agreement of the parties, or unless terminated as set forth in the Services Agreement.

b) IBOL Complaint Policy and Procedure. Exhibit "A" entitled IBOL Complaint Policy and Procedure shall be amended to substitute a new Exhibit "A," which new exhibit is attached hereto and incorporated herein by this reference.

c) Cost of Services. Section 25 of the Services Agreement entitled "Cost of Services" shall be amended to substitute a new Exhibit "C," which new exhibit is attached hereto and incorporated herein by this reference.

d) Termination or Modification of Agreement. Section 26 of the Services Agreement entitled "Termination or Modification of Agreement" shall be amended to substitute a new Exhibit "D," which new exhibit is attached hereto and incorporated herein by this reference.

e) Notice. Any notice required or allowed in connection with the Services Agreement shall be effective when delivered. All such notices shall be in writing and shall be delivered either personally to the other party, by certified mail, postage prepaid, or return receipt requested, to the addresses provided below, or by facsimile transmission to the other party at the facsimile number below, or by electronic mail at the e-mail address below. Either party may change its address by giving written notice of the change to the other party.

TO: The Current Chairman Noted Board Business Address of Record City, State, Zip of Record Facsimile Number of Record E-mail Address of Record	TO: Tana Cory, Bureau Chief Bureau of Occupational Licenses 1109 Main St., Suite 220 Boise, Idaho 83702 Facsimile No. (208) 334-3945 E-mail tcory@ibol.idaho.gov
---	---

f) All Other Terms. All other terms of the Services Agreement between IBOL and the Board shall remain the same.

IN WITNESS WHEREOF, the parties hereto have caused this Renewal Addendum to be executed by the following duly authorized representatives of the parties this ____ day of _____, 2008.

FOR THE BOARD:

FOR IBOL:

By _____
Board Chairman

By _____
Tana Cory, Bureau Chief

Print Name

Attachments: Exhibit A – IBOL Complaint Policy and Procedure
Exhibit C - Cost of Services
Exhibit D – IBOL Fixed Costs

**EXHIBIT A
(AMENDED)**

IBOL COMPLAINT POLICY AND PROCEDURE

The IBOL has a policy of operating from written and signed complaints. Persons attempting to submit verbal or 3rd party complaints shall be advised that all complaints must be in writing and signed by the complainant before the IBOL shall consider them.

The IBOL performs an initial brief review of all new complaints to insure that adequate information has been submitted and that jurisdiction exists. If additional information is necessary, a letter of request is sent to the complainant. If the complaint is determined to be outside the jurisdiction of a board, the complainant is notified of that fact, as well as other avenues that may be pursued. The complaint may also be referred to another governmental entity for consideration.

If further action on a complaint is warranted, subsequent to review, the original complaint document shall be assigned a complaint number by the IBOL. The IBOL prepares both a master file and an investigative file, and registers the complaint number in the complaint log. The complaint is then assigned to the investigative unit for such investigation as may be necessary to discover evidence as to whether or not a violation of the applicable regulations has occurred. The master files are kept in the IBOL office. The master file for each complaint will ultimately consist of the original complaint, investigative documents, evidence, and correspondence received during the course of investigation. The complainant shall be provided written notification that an investigation will take place and notice of the results of the investigation or subsequent action when the process is complete.

The IBOL will conduct a review of all new and existing complaints on a regular basis. Each complaint will be reviewed to monitor the current status of the complaint, to receive investigative progress reports, and to determine any appropriate action that may be necessary. The complaint may be referred to a technical advisor for input at any time during the process. The technical advisers are chosen from names recommended by the Board or from other licensees as may be necessary to provide expert opinions concerning professional ethics, scopes of practice, and other evaluations of professional procedure as may be necessary. If a Board member serves as a technical advisor for a particular investigation, the IBOL will recommend that the member be recused from any subsequent board action concerning the matter.

Once the investigation is deemed complete and adequate, the IBOL will either make recommendation to the Board regarding possible action or refer the investigation to a deputy from the Office of the Attorney General for review. The Deputy Attorney General (DAG) will serve as prosecuting attorney and will review the

investigation to determine if some form of legal action would be appropriate to address the issues in the complaint. The DAG may present a “blind” review of the investigation to the Board, together with a recommendation of possible action. The Board shall provide such direction and recommendations as may be necessary to allow the IBOL or the DAG to pursue the resolution of complaints. Such final resolution may include closure without action or any other action up to and including license revocation. The Board, the IBOL, or the DAG may refer complaints to other appropriate city, county, or Federal authorities for further review or action.

The board shall be notified prior to any final action on a complaint under the Board’s jurisdiction. While Formal Complaints may be initially approved by the IBOL, all final determinations regarding Formal Complaint shall only be made subsequent to the approval of the Board. Consent agreements may be negotiated between the DAG and the respondent prior to presentation to the Board, but the final decision making authority shall always rest with the Board. The board must formally accept all consent agreements, final orders, and other disciplinary actions before they shall be considered valid.

Original complaints and other materials submitted to or obtained by the IBOL, during the course of investigation or otherwise, and the subsequent action regarding original complaints shall not be a public record and shall not be disclosed. Formal disciplinary action including consent orders, stipulated agreements, formal complaints and any resulting sanction, restriction, advisory, reprimand, and condition adopted by the Board shall be a public record and subject to public disclosure.

**EXHIBIT C
(AMENDED)
COST OF SERVICES**

The IBOL shall charge the Bureau of Occupational Licenses Fund (Fund #427) for all direct expenses, commonly referred to as “direct costs.” Direct costs are those expenses incurred by the Board or the IBOL relating to carrying out the duties of the Board and that can be directly attributable to an individual Board.

The IBOL shall also charge Fund #427 a pro-rata share of the IBOL's indirect expenses, commonly referred to as "indirect costs." Indirect costs are those expenses regularly incurred in the operation of the IBOL that cannot be directly attributable to any individual Board and, therefore, cannot be included in the direct expenses charged to the Board. Indirect cost percentages are calculated for administrative services, investigative services, and fiscal Services.

The indirect administrative percentage is based on an average of the total direct and indirect expenses for the previous four (4) fiscal years. The indirect investigative percentage is based on an average of actual direct investigative hours charged to the board for the previous five (5) fiscal years. The indirect fiscal percentage is based on the total number of individual records maintained plus the total number of financial transactions processed during the previous fiscal year.

The approximate percentage shares of indirect expenses to be charged to the Board are:

	FY2009	FY2008	
Administrative	11.61%	10.57%	(FY2007 = 12.27%)
Investigative	15.07%	16.06%	(FY2007 = 13.88%)
Fiscal	2.90%	2.99%	(FY2007 = 3.82%)

The total fiscal year Board budget is calculated by combining the Board's direct expenses and the Board's indirect expenses. The Board’s estimated **Total Board Budget for fiscal year 2009 is \$295,000.00.**

EXHIBIT D
(AMENDED)
IBOL FIXED COSTS

Total Personnel	\$ 80,200.00
Total Operating	\$ 62,900.00
TOTAL FIXED COSTS	\$143,100.00