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Commissioners' Agenda

The Board of County Commissioners (BOCC) is comprised of the three elected County Commissioners: Ernie Moser (District 1, Chair), Jeff Hough (District 2), and John Crowder (District 3). The BOCC generally meets twice a week: regular business meetings are on **Tuesdays at 9:00 a.m.** and work sessions are on **Thursdays at 9:00 a.m.** Meetings are generally held in the Commissioner's Chambers at 624 E Center, Room 212, Pocatello, Idaho, unless otherwise noted. During these meetings, the BOCC may: approve contracts, expend funds, hear testimony, make decisions on land use cases and take care of other County matters, and are open to the public.

Times subject to change within 15 minutes of stated time.

Tuesday, September 10, 2024

9:00 AM Bannock County Commissioner's Regular Business Meeting (action item)

BOARD OF COMMISSIONERS

MEETING CALL TO ORDER, AGENDA CHANGES & AGENDA APPROVAL (action item)

- Indigent Business may require an Executive Session pursuant to Idaho Code §74-206(1)(d) to consider records exempt from public disclosure (action item)
- Misty Katsilometes, Chief Deputy Treasurer, requesting Bannock County to take Tax Deed on parcel number RPRPOAK002300 (requested 5 minutes) (action item)
- Daniel Kendall, Facilities, seeking approval to purchase a pole barn for a freon building for the Landfill (requested 5 minutes) (action item)
- Adam McKinney, Chief Technical Officer, requesting a signature on a renewal for ESRI Software (requested 5 minutes)(action item)
- Matthew K. Phillips, Human Resources and Risk Management, seeking approval to renew Bannock County's Worker's Compensation Insurance with Idaho State Insurance Fund (requested 5 minutes) (action item)
- Todd Mauger, Juvenile Justice, regarding (1) use of The Village for a fund raiser; (2) approval to being exploring an MOU that would create a partnership with the United Seniors Project, and; (3) discussion pertaining to job descriptions (requested 5 minutes) (action item)
- Shanda Crystal, Chief Procurement Officer, providing a procurement update
- Read and sign Patriot's Day Proclamation (action item)

RESOLUTIONS AND ORDINANCES (action items):

Resolution No. 2024-60 Opening the Fiscal Year 2024 Budget for Unanticipated Revenue and Allocation for Expenses

Resolution No. 2024-61 Authorization to Transfer Assets/Property to the State of Idaho

Resolution No. 2024-62 Authorizing the Destruction of Ag Extension Files

LETTERS AND NOTICES (action items):**SIGNATURE ONLY (action items):**

August 2024 Commissioner Proceedings

CLAIMS and CONSENT AGENDA (action items):

- Board of Ambulance District: Invoices and Commissioner Report
- Board of Commissioners: Invoices, Commissioners Reports, and Credit Applications
- Salary Rate Approval Forms/Notice of Separation with Potential Executive Session under Idaho Code §74-206(1)(a)&(b) regarding personnel with potential action following adjournment of Executive Session
- Payroll Report
- Alcohol Licenses and Permits
- Certificate of Residency Approval
- Mileage Reimbursement Requests
- Technology Request Form
- Memorandum Authorization for Accounts Payable
- Cardholder User Agreement and Authorization
- Minutes: Approval of Meeting Minutes of August 29, 2024, and September 3 and 5, 2024, and Certification of Said Minutes

11:00 AM Public Hearing for Imposition of New and Increased Fees for Fiscal Year 2025
(action item)

BANNOCK COUNTY COMMISSIONERS
624 E. Center St., Pocatello, ID 89201
Phone: (208) 236-7210 • Fax: (208) 232-7363



ERNIE MOSER
Commissioner
1st District

JEFF HOUGH
Commissioner
2nd District

JOHN CROWDER
Commissioner
3rd District

AGENDA REQUEST FORM

The Board of Bannock County Commissioners business meetings are generally held on **Tuesday at 9:00 AM** in the Commissioners' Chambers in the Bannock County Courthouse, 624 E. Center, Room 212, Pocatello, Idaho, or as noticed **48 hours** prior to the meeting at <https://www.bannockcounty.us/commissioners/>. Agenda times are subject to change within **15 minutes** of scheduled time. Any person(s) needing special meetings should contact the Commissioner's Office at [208-236-7210](tel:208-236-7210), three to five working days before the meeting.

E-mail this completed form and any supporting documents to agendarequest@bannockcounty.us by NOON on the Thursday prior to the scheduled meeting.

Name/Department:

Misty Katsilometes / Treasurer's Office

Item to be considered/background:

Issuance of Tax Deed - Kelly Wolfe Parcel # RPRPOAK002300. From Tax Deed Hearing May 14, 2024 - Quiet Title was not able to be obtained by Chad Nielson. Requesting that Bannock County takes Tax Deed on this parcel so that it can be on the upcoming Tax Deed Sale scheduled for October 20, 2024.

How much time will be needed? Meeting date requested:

5 mins

9/10/24

Does this item involve a contract, agreement, external funding application or award acceptance?

YES NO

Have all supporting documents been included with this form?

YES NO

List of attendees:

Jennifer Clark, Misty Katsilometes, Katy Valentine

Please include any supporting documents with your Agenda Session Request Form.

Commissioner Office Only:
Date: _____ Time: _____

In The Matter of AUTHORIZING ISSUANCE)
 OF TAX DEED TO BANNOCK COUNTY ON)
PROPERTY FOR UNPAID TAXES)

R.S. No 2024-31
 May 21, 2024

RESOLUTION

WHEREAS, concerning delinquent property taxes, in accordance with Idaho Code §63-1006;

- (1) An Affidavit of Compliance has been issued by the County Treasurer, Jennifer Clark,
- (2) Property owners with delinquent taxes were served a Notice of Pending Issue of Tax Deed scheduled for this time; and

WHEREAS, a hearing was held on May 14, 2024, at 11 a.m. in the County Commissioners' Chambers, Room 212, Bannock County Courthouse for Issuance of Tax Deeds for the following properties on which delinquent taxes have not been paid and the following actions were taken:

NOW, THEREFORE, BE IT RESOLVED, that, in accordance with Idaho Code §63-1006, the County Treasurer, Jennifer Clark, is hereby authorized to issue Tax Deed on the following properties:

NAME	PARCEL
Castona, Beatrice & Shawn 1060 W Custer St Pocatello, ID 83204	RPRPPOC435402
Farrelly, Gary 10555 SW Hazelbrook Rd Tualatin, OR 97062	RPR38490009601
Guthrie, James & Carol 425 Goodenough Rd McCammon, ID 83250	RPRMCPM009319
Jacobson, Sonja 1200 W 2 nd St McCammon, ID 83250	RPRMBAM001605
Pratt, Kim 752 Grace Dr Pocatello, ID 83201	RPRPRT1000700

R.S. No 2023-58

June 13, 2023

2

and

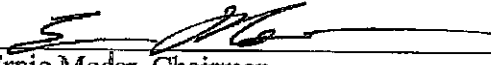
BE IT FURTHER RESOLVED, that the following will have until June 14, 2024, in order to look into quiet title:

Wolfe, Kelly - RPRPOAK002300
Chad Nielsen
975 Verdugo St
Pocatello, ID 83201

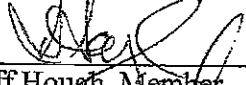
and

The County Treasurer, Jennifer Clark is hereby authorized to issue Tax Deed on the above properties if the taxes are not paid by the deadline.

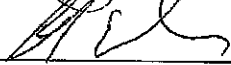
BOARD OF BANNOCK COUNTY COMMISSIONERS




Ernie Moser, Chairman



Jeff Hough, Member



John Crowder, Member

ATTEST: 
Jason C. Dixon, Clerk

BANNOCK COUNTY COMMISSIONERS

624 E. Center St., Pocatello, ID 83201
 Phone: (208) 236-7210 • Fax: (208) 232-7363



ERNE MOSER
 Commissioner
 1st District

JEFF HOUGH
 Commissioner
 2nd District

JOHN CROWDER
 Commissioner
 3rd District

Business Meeting Agenda Request Form

The Board of Bannock County Commissioners business meetings are generally held on **Tuesday at 9:15 a.m.** in the Commissioners' Chambers in the Bannock County Courthouse, Room 212; 624 E Center Pocatello, Idaho or as noticed **48 hours** prior to the meeting at <https://bannockcounty.us/commissioners/>. The Commissioners also hold meetings throughout the week as coordinated with the Commissioners' staff. Agenda times are subject to change within **15 minutes** of scheduled time. Any person(s) needing special accommodations to participate in public meetings should contact the Commissioners' Office at 208-236-7210, three to five working days before the meeting.

Requestor Name:

Daniel Kendall

Department:

Facilities

Requestor Email:

danielk@bannockcounty.gov

Item(s) to be considered:

Seeking approval to purchase a pole barn for a freon building for the landfill. The cost is \$17,000; electrical services not included.

Date of meeting being requested:

09/10/2024

Time requested:

5 Minutes

Does the request involve a contract, agreement, external funding, or award acceptance?

No

Contract/Agreement Begin Date:

Contract/Agreement End Date:

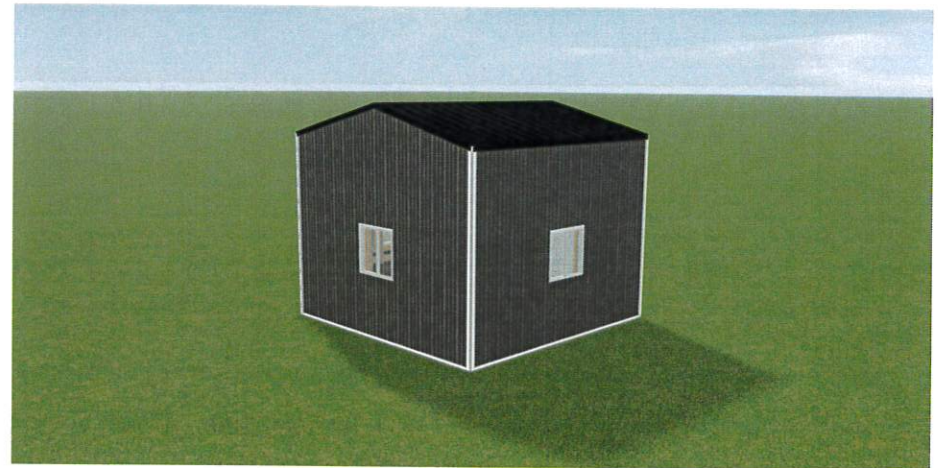
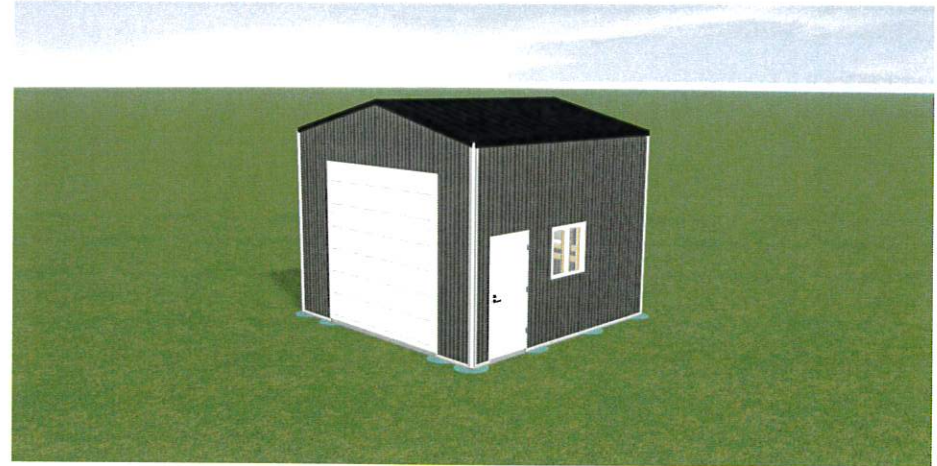
List of additional attendees:

Kristi Klauser, Shanda Crystal

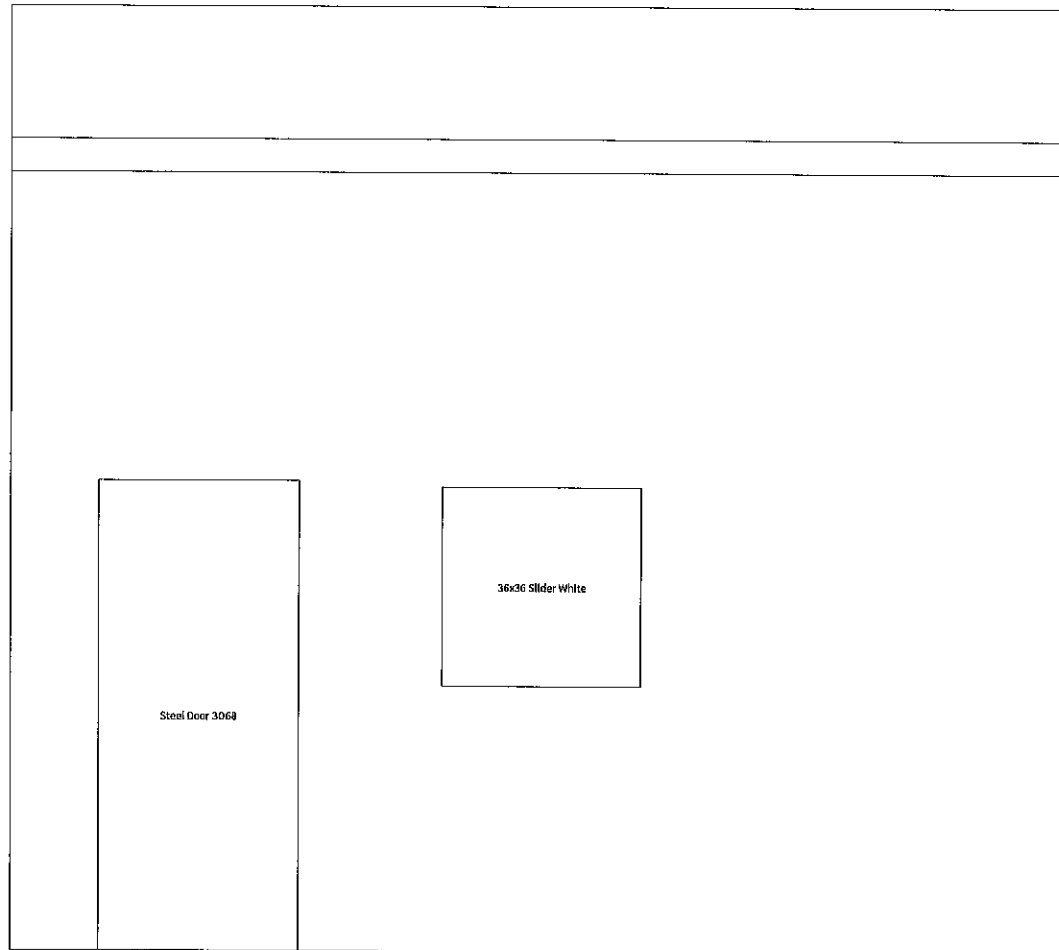
Summary Sheet

Summary	
Width	16'
Length	16'
Ceiling Height	11'
Slab Depth	0' 4"
Overhangs	0'
Roof Pitch	3/12

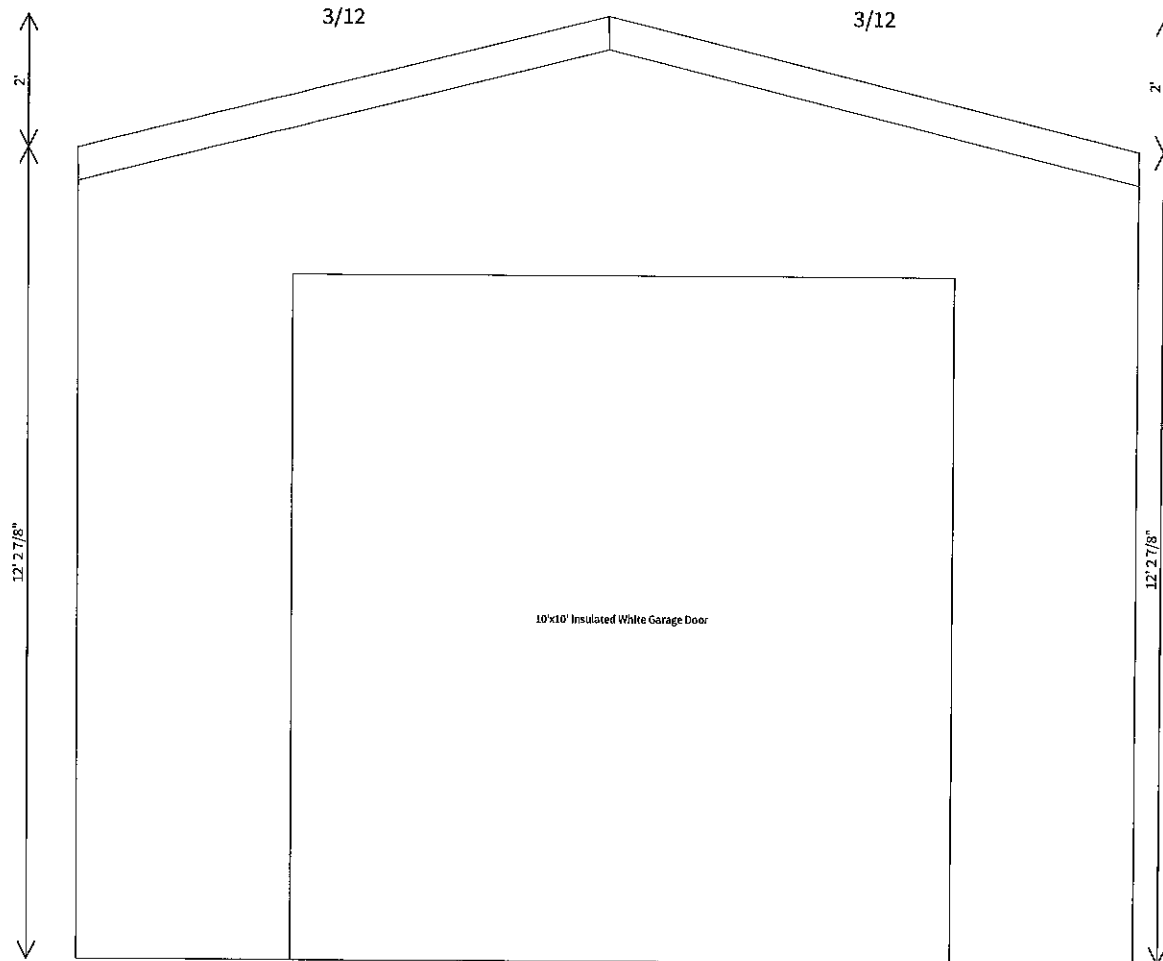
Job Information	
Project Name	Bannock County Landfill
Company Name	West Wind Construction
Contact	
Email	
Phone	
Delivery Address	
ZIP code	
Desired Date	
Comments	
Sales Tax Rate	



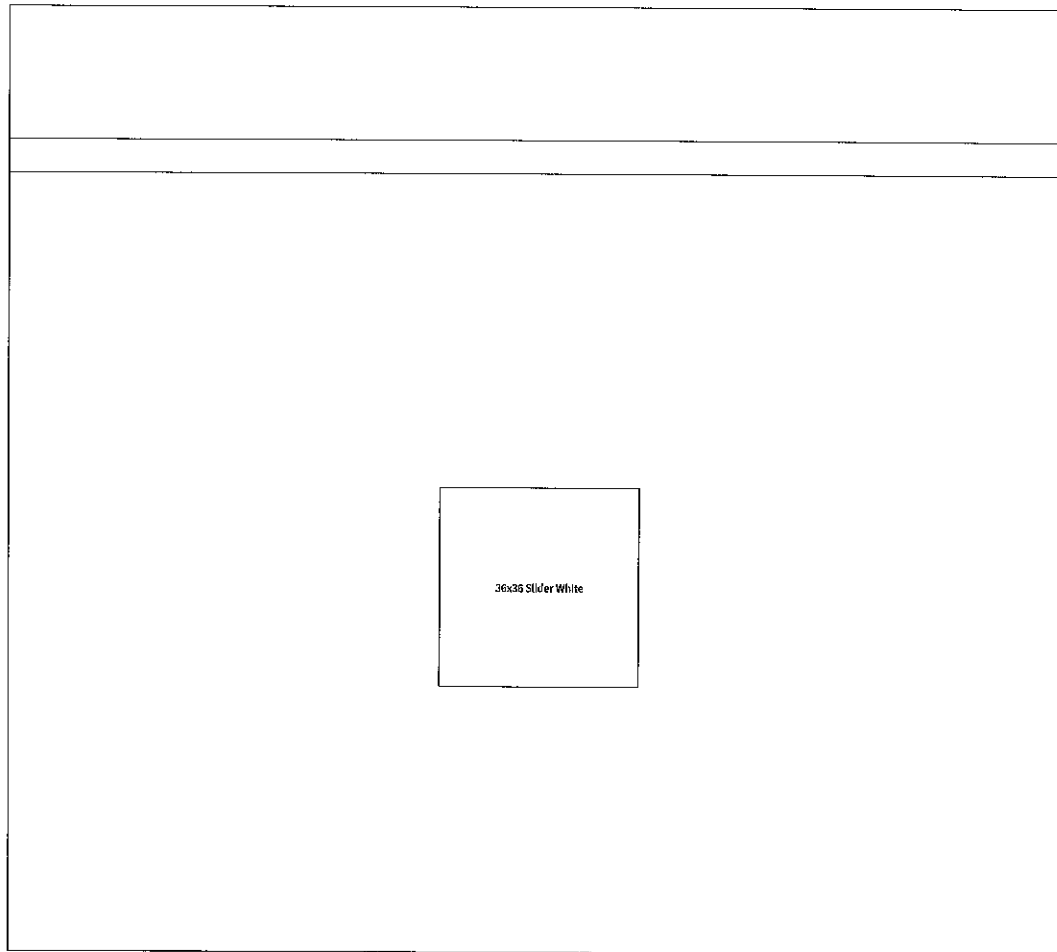
Left Elevation



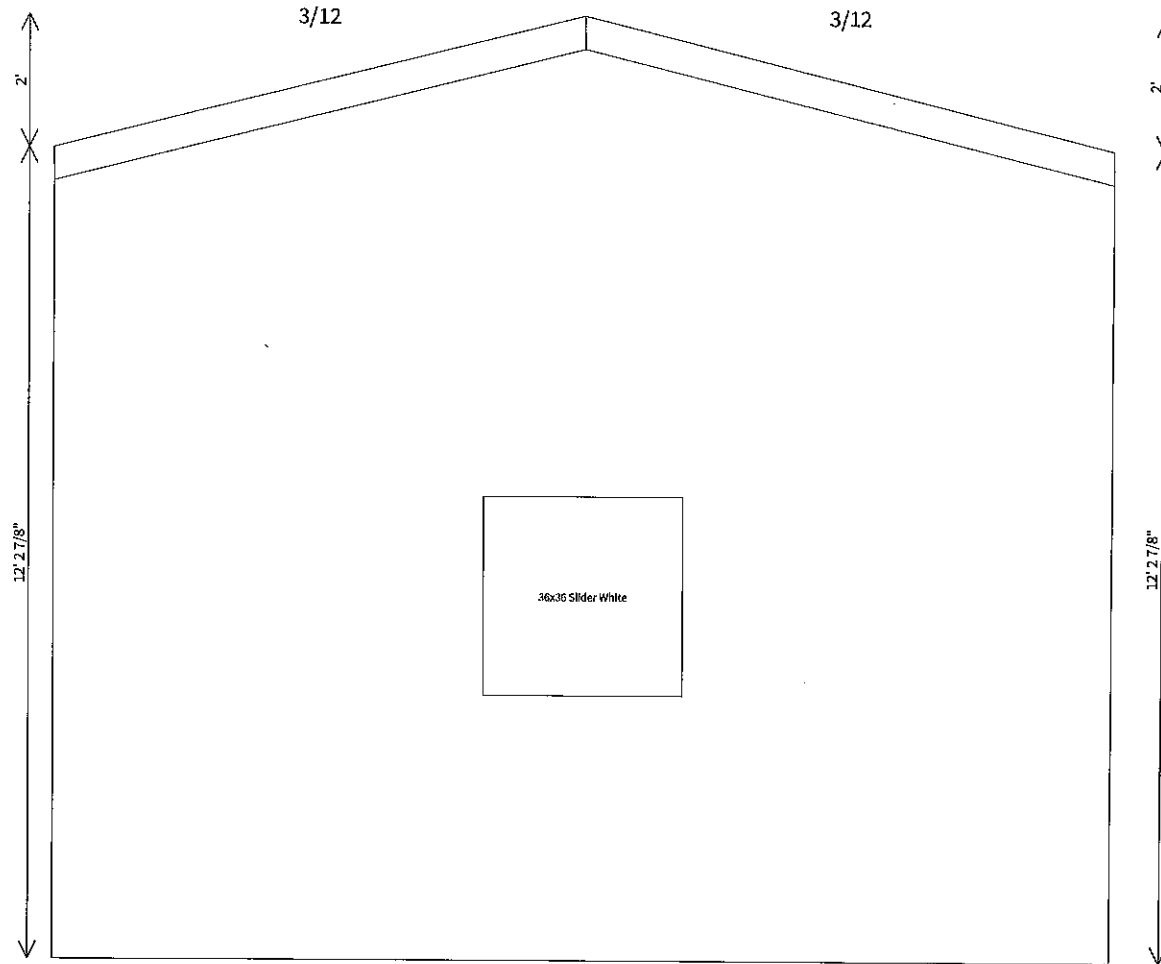
Front Elevation



Right Elevation



Back Elevation



QUOTE

Customer Information:

Name: Bannock County Landfill (Dan Kendall) Date: _____
 Address: _____ Order No: _____
 City: Idaho State: ID Zip: _____ Rep: R Eborn
 Phone: 208-251-2460 Email: _____ FOB: _____



1655 N 2nd Ave.
 Pocatello, ID 83201
 polebarnidaho.com

Ryan Eborn
 Sales Manager
 208-705-3817
ryaneborn77@gmail.com

Jeremy Maska
 General Manager
 208-317-9876
jeremy.maska@gmail.com

State License: RCE-44456

WE LOOK
 FORWARD TO
 WORKING WITH
 YOU!

QTY	Description	Unit Price	Total
	16x16x11 Post and Frame Building		\$ 9,850.00
	1 10x9 Garage Door Insulated No Opener Inside lock		\$ 1,850.00
	1 Man Door 36" Wide		\$ 900.00
	3 Windows 3x3 Sliders		\$ 1,800.00
	Concrete Floor 4" Thick with Up to 4" Gravel Prep		\$ 2,800.00
Price does NOT include cost of permit (Fees will be added to contract)			
Options:			
	Extra Man Doors	\$ 900.00	
	Windows Each	\$ 600.00	
Exclusions:			
Interior Framing			
Interior Finish			
Electrical/Plumbing/HVAC			
Anything NOT Specifically Included Above			
			\$ 17,200.00

Payment Schedule

Permit Deposit \$ 4,000.00
 Material Delivered \$ 9,500.00
 Final Walk Thru \$ 3,700.00

Seller: _____ Date: _____

Buyer: Jeff Hough Date: 9/10/2024

By signing this quote, the buyer agrees to the total cost, payment schedule as outlined above, and the Terms and Conditions below.

TERMS AND CONDITIONS

The following terms and conditions are applicable to the provision of building and construction services and materials (the "Building Work") to be provided by West Wind Construction, LLC ("Contractor") under the attached Quote. Other than as set forth in the attached Quote and in these Terms and Conditions, no other terms and conditions shall be binding unless accepted in writing by an authorized representative of Contractor. In the event of a conflict between these Terms and Conditions and the attached Quote or Contract, the attached Quote shall control.

Plans and Specifications. Copyright and ownership in all drawings, specifications and other technical information provided by Contractor in connection with the Building Work is vested in Contractor. Where Contractor has followed plans and specifications provided by the Customer, the Customer shall indemnify Contractor against all damages, penalties, costs, and expenses for which Contractor may become liable through the utilization of those plans and specifications.

Quotation and Acceptance. Contractor has provided a formal quotation to the Customer for the Building Work. The quotation shall be valid for a period of thirty (30) days from the date specified on the quotation. Customer has accepted the quotation by signing the attached Quote. The acceptance of the quotation in the manner specified in this clause constitutes a binding contract and acceptance of the terms and conditions contained herein.

Variations. Except as expressly provided in these terms and conditions, no variation or alteration to the scope of the Building Work shall be binding on the parties unless recorded in writing and signed by both parties, including any adjustment to the contract price. Any changes required as a result of any ambiguous drawings or any other documentation provided by the Customer or their agent will be treated as a variation to the Building Work. Customer agrees to pay any increased costs associated with any variation to the Building Work.

Cancellation. In the event Customer wishes to cancel the contract for the Building Work at any time after acceptance of the quotation, the Customer shall pay all actual and reasonable costs and expenses incurred by Contractor together with a reasonable administration fee, provided that the Customer shall not be entitled to cancel the contract once the Building Work has commenced without the prior consent in writing of Contractor.

Contractor shall, without any liability, and without any prejudice to any other right it has in law or equity, have the right by notice to suspend or cancel in whole or in part any contract for the supply of goods or services to the Customer if the Customer fails to pay any money owing after the due date. Any cancellation or suspension by Contractor pursuant to this clause shall not affect Contractor's claim for money due at the time of cancellation or suspension or for damages for any breach of any terms of this contract or the Customer's obligations to Contractor under these terms and conditions.

Price. The price of the Building Work shall be the price stated in the quotation subject to variations in the Building Work. Where no price is stated in writing or agreed, the goods and services shall be deemed to be sold and supplied at the current price applying at the date upon which the invoice for the goods or services is issued to the Customer. Notwithstanding anything contained in this clause or the quotation, the price of the goods and services may be increased by the amount of any reasonable increase in cost of supply of the goods or services between the date upon which the quotation is delivered to the Customer and the date upon which the goods or services are supplied and where such increase is beyond the reasonable control of Contractor.

Payment. Payment for the Building Work shall be made by Customer to Contractor at the times and in the amounts delineated in the attached Quote. Contractor reserves the right to charge interest on all overdue accounts at the rate of 12% per annum from the due date for payment until the date when the amount due is paid in full. Customer may not deduct or withhold any amount (whether by way of a set-off, counterclaim or otherwise) from any money owing to Contractor. Receipt of a check or other negotiable instrument shall not constitute payment until such negotiable instrument is paid in full. The Customer expressly acknowledges that no retentions shall apply unless a retention is agreed in writing.

Commencement and Completion. The Customer acknowledges that any estimates as to the time frames for the commencement and completion of the Building Work are approximate only. Contractor will use all reasonable endeavors to ensure the Building Work is commenced and completed within the time frame estimated but shall not be liable for any delay or failure to do so. Contractor shall not be responsible for any delays caused by subcontractors. Should any delays occur, Customer agrees that all costs incurred by Contractor and resulting from such delays may be charged as a variation to the contract price.

Repair of Defects. Contractor shall at its sole cost rectify any defects in the materials or workmanship which are notified to Contractor within twelve (12) months from completion of the Building Work and within a reasonable time of receiving written notification of those defects. Notwithstanding, Contractor shall not be liable under this clause to remedy defects covered by a manufacturer's or supplier's warranty or guarantee that is available to and may be enforced by the Customer or defects in or damage caused by work undertaken by the Customer or the any of the Customer's contractors.

Ownership. Ownership of any goods and/or materials supplied as part of the Building Work shall not pass to the Customer until all amounts owing by the Customer to Contractor in respect of the goods and materials have been paid in full.

Customer's Initials _____

Warranty and Liability. Except as expressly stated herein, the warranties, descriptions, representations, or conditions whether implied by law, trade, custom or otherwise are, and all other liability of Contractor, whether in tort (including negligence), contract or otherwise is, expressly excluded to the fullest extent permitted by law. Insofar as Contractor may be liable, notwithstanding anything contained in these terms and conditions, to the extent permitted by law the total liability of Contractor whether in tort (including negligence), contract or otherwise for any loss, damage or injury arising directly or indirectly out of completion of the Building Work or any other breach of Contract's obligations is limited to the lesser of: (a) the price of goods, materials, or services complained of; (b) the cost of completing any necessary repairs; or (c) the actual loss or damage suffered by Customer. Except where statute expressly requires otherwise, Contractor is not liable in any event for any loss of profits, consequential, indirect or special damage, loss or injury of any kind suffered by Customer or any other person.

Surplus Material. Any surplus or unused materials and supplies remaining at the completion of the Work shall belong to Contractor unless otherwise agreed in writing by the parties hereto.

Force Majeure. Customer acknowledges and agrees that Contractor may use subcontractors to perform any portion of the Work and that Contractor is not liable for delays in completion of Work that may occur due to reasons beyond Contractor's control, including but not limited to subcontractor performance, availability of materials, acts of God, weather, fire, flood, earthquakes, wars, acts of terrorism, sabotage, epidemic, pandemic, riots, interruption or loss of utilities or communication services, accidents, labor disputes, strikes, civil or military disturbances, acts of civil or military authority, or governmental action.

Miscellaneous. Failure by Contractor to enforce any of the terms and conditions contained in this contract shall not be deemed to be a waiver of any of the rights or obligations Contractor has under this contract. If any provision of this contract shall be invalid, void or illegal or unenforceable, the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or implied. Customer may not assign any of its rights or obligations under this contract without the prior written consent of Contractor.

Customer's Initials _____

BANNOCK COUNTY COMMISSIONERS

624 E. Center St., Pocatello, ID 83201
 Phone: (208) 236-7210 • Fax: (208) 232-7363



ERNIE MOSER
 Commissioner
 1st District

JEFF HOUGH
 Commissioner
 2nd District

JOHN CROWDER
 Commissioner
 3rd District

Business Meeting Agenda Request Form

The Board of Bannock County Commissioners business meetings are generally held on **Tuesday at 9:15 a.m.** in the Commissioners' Chambers in the Bannock County Courthouse, Room 212; 624 E Center Pocatello, Idaho or as noticed **48 hours** prior to the meeting at <https://bannockcounty.us/commissioners/>. The Commissioners also hold meetings throughout the week as coordinated with the Commissioners' staff. Agenda times are subject to change within **15 minutes** of scheduled time. Any person(s) needing special accommodations to participate in public meetings should contact the Commissioners' Office at 208-236-7210, three to five working days before the meeting.

Requestor Name:

Adam McKinney

Department:

Computer Services

Requestor Email:

adam@bannockcounty.gov

Item(s) to be considered:

Seeking a signature on a renewal for ESRI software. This is a 3 year offer which locks in pricing for a 3 year term, usually there is a 5% year over year increase so this will save the county some funding by having a 3 year renewal. ESRI is our GIS software and is critical for 911, Planning and Zoning, Assessment, Treasurer's, etc. This agreement does not modify the current terms aside from a 3 year commitment and legal has reviewed the previous terms without issue.

Date of meeting being requested:

08/27/2024

9110

Time requested:

5 Minutes

Does the request involve a contract, agreement, external funding, or award acceptance?

No

Contract/Agreement Begin Date:

Contract/Agreement End Date:

List of additional attendees:

Heather Studley



May 24, 2024

Heather Studley
County of Bannock
5500 S 5th Ave
Pocatello, ID 83204

Dear Heather,

The Esri Small Municipal and County Government Enterprise Agreement (SGEA) is a three-year agreement that will grant your organization access to Esri term license software. The EA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply Geographic Information System (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an Enterprise Agreement (EA).

An EA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the EA.
- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the EA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.
- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.
- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the EA who may directly contact Esri for Tier 2 technical support.
- The organization will provide an annual report of installed Esri software to Esri.
- Esri software and updates that the organization is licensed to use will be automatically available for downloading.
- The fee and benefits offered in this EA proposal are contingent upon your acceptance of Esri's Small Municipal and County Government EA terms and conditions.

Small Government Enterprise Agreement

- Licenses are valid for the term of the EA.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have.

To expedite your acceptance of this EA offer:

1. Sign and return the EA contract with a Purchase Order or issue a Purchase Order that references this EA Quotation and includes the following statement on the face of the Purchase Order:

"THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY GOVERNMENT EA, AND ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER WILL NOT APPLY."

Have it signed by an authorized representative of the organization.

2. On the first page of the EA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.
3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.
4. Send the purchase order and agreement to the address, email or fax noted below:

Esri
Attn: Customer Service SG-EA
380 New York Street
Redlands, CA 92373-8100

e-mail: service@esri.com
fax documents to: 909-307-3083

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Sara Lau



Environmental Systems Research Institute, Inc.
 380 New York St
 Redlands, CA 92373-8100
 Phone: (909) 793-2853
 DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Quotation # Q-530430

Date: September 4, 2024

Customer # 391547 Contract #

County of Bannock
 GIS Dept
 5500 S 5th Ave
 Pocatello, ID 83204

ATTENTION: Heather Studley
 PHONE: 208-236-5008
 EMAIL: heathers@bannockcounty.us

To expedite your order, please attach a copy of this quotation to your purchase order.
 Quote is valid from: 9/4/2024 To: 12/3/2024

Material	Qty	Term	Unit Price	Total
168179	1	Year 1	\$58,500.00	\$58,500.00
Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription				
168179	1	Year 2	\$58,500.00	\$58,500.00
Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription				
168179	1	Year 3	\$58,500.00	\$58,500.00
Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription				

Subtotal:	\$175,500.00
Sales Tax:	\$0.00
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
Total:	\$175,500.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Sara Lau	Email: slau@esri.com	Phone: (909) 793-2853 x8399
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The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

Esri Use Only:

Cust. Name _____
 Cust. # _____
 PO # _____
 Esri Agreement # _____



**SMALL ENTERPRISE AGREEMENT
 COUNTY AND MUNICIPALITY GOVERNMENT
 (E214-3)**

This Agreement is by and between the organization identified in the Quotation ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A
 List of Products**

Uncapped Quantities**Desktop Software and Extensions** (Single Use)

ArcGIS Desktop Advanced
 ArcGIS Desktop Standard
 ArcGIS Desktop Basic
 ArcGIS Desktop Extensions: ArcGIS 3D Analyst,
 ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,
 ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS
 Schematics, ArcGIS Workflow Manager, ArcGIS Data
 Reviewer

Enterprise Software and Extensions

ArcGIS Enterprise (Advanced and Standard)
 ArcGIS Monitor
 ArcGIS Enterprise Extensions: ArcGIS 3D Analyst,
 ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,
 ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS
 Workflow Manager, ArcGIS Data Reviewer

Enterprise Additional Capability Servers

ArcGIS Image Server

Developer Tools

ArcGIS Runtime Standard
 ArcGIS Runtime Analysis Extension

Limited Quantities

One (1) Professional subscription to ArcGIS Developer
 Two (2) ArcGIS CityEngine Single Use Licenses
 250 ArcGIS Online Viewers
 250 ArcGIS Online Creators
 37,500 ArcGIS Online Service Credits
 250 ArcGIS Enterprise Creators
 5 ArcGIS Insights in ArcGIS Enterprise
 5 ArcGIS Insights in ArcGIS Online
 50 ArcGIS Location Sharing User Type Extension (Enterprise)
 50 ArcGIS Location Sharing User Type Extension (Online)
 12 ArcGIS Advanced Editing User Type Extension (Enterprise)

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	4
Number of Tier 1 Help Desk individuals authorized to call Esri	4
Maximum number of sets of backup media, if requested*	2
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("Ordering Document"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("Effective Date").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

Bannock County
(Customer)

By: _____
Authorized Signature

Printed Name: Jeff Hough

Title: Commissioner

Date: September 10, 2024

CUSTOMER CONTACT INFORMATION

Contact: Adam McKinney

Telephone: (208) 236-7386

Address: 624 E. Center St.

Fax: _____

City, State, Postal Code: Pocatello, ID 83201

E-mail: adam@bannockcounty.gov

Country: USA

Quotation Number (if applicable): Q-530430

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

- 3.5 Follow-on Term.** If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.
 - c. Esri's federal ID number is 95-2775-732.
 - d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.
- 8.2 Order Requirements.** Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.
- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
 - b. The following information will be included in each Ordering Document:
 - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1** If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2** If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3** This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.



BANNOCK COUNTY COMMISSIONERS
624 E. Center St., Pocatello, ID 83201
Phone: (208) 236-7210 • Fax: (208) 232-7363

ERNIE MOSER
Commissioner
1st District

JEFF HOUGH
Commissioner
2nd District

JOHN CROWDER
Commissioner
3rd District

AGENDA REQUEST FORM

*The Board of Bannock County Commissioners business meetings are generally held on **Tuesday at 9:00 AM** in the Commissioners' Chambers in the Bannock County Courthouse, 624 E. Center, Room 212, Pocatello, Idaho, or as noticed **48 hours** prior to the meeting at <https://www.bannockcounty.us/commissioners/>. Agenda times are subject to change within **15 minutes** of scheduled time. Any person(s) needing special meetings should contact the Commissioner's Office at [208-236-7210](tel:208-236-7210), three to five working days before the meeting.*

E-mail this completed form and any supporting documents to agendarequest@bannockcounty.us by NOON on the Thursday prior to the scheduled meeting.

Name/Department:

Matthew K. Phillips / Human Resources & Risk Management

Item to be considered/background:

Idaho State Insurance Fund is planned to renew as Bannock County's Worker's Compensation Insurance on 10/1/24. No contract signature is required for this auto-renewal policy, however seeking approval from the Board for upcoming renewal.

How much time will be needed? Meeting date requested:

5 Minutes

9/10/20

Does this item involve a contract, agreement, external funding application or award acceptance?

YES NO

Have all supporting documents been included with this form?

YES NO

List of attendees:

Kristi Klauser, Comptroller, Jason Dixon, Clerk

Please include any supporting documents with your Agenda Session Request Form.

Commissioner Office Only:
Date: _____ Time: _____

BANNOCK COUNTY COMMISSIONERS
624 E. Center St., Pocatello, ID 83201
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ERNIE MOSER
Commissioner
1st District

JEFF HOUGH
Commissioner
2nd District

JOHN CROWDER
Commissioner
3rd District

Business Meeting Agenda Request Form

The Board of Bannock County Commissioners business meetings are generally held on **Tuesday at 9:15 a.m.** in the Commissioners' Chambers in the Bannock County Courthouse, Room 212; 624 E Center Pocatello, Idaho or as noticed **48 hours** prior to the meeting at <https://bannockcounty.us/commissioners/>. The Commissioners also hold meetings throughout the week as coordinated with the Commissioners' staff. Agenda times are subject to change within **15 minutes** of scheduled time. Any person(s) needing special accommodations to participate in public meetings should contact the Commissioners' Office at 208-236-7210, three to five working days before the meeting.

Requestor Name:

Todd Mauger

Department:

Bannock County Juvenile Justice: The Village

Requestor Email:

Toddm@bannockcounty.gov

Item(s) to be considered:

United Seniors Project-

1-Discuss the use of The Village to Assist in Fund Raiser Treasures Sale

2-Discuss and request approval to begin exploring an MOU that would create a partnership with United Seniors Project and The Village to create an after school activities for Seniors and Community Youth for service learning activities.

3-Review and Approval to change Youth Court Coordinator Job Description to Citation Process and

Date of meeting being requested:

09/10/2024

10

Time requested:

5 Minutes

Does the request involve a contract, agreement, external funding, or award acceptance?

No

Contract/Agreement Begin Date:

Contract/Agreement End Date:

List of additional attendees:

Todd Mauger, Sharon Manning of the United Seniors Project, Matt Phillips

United Seniors Project, Inc
Proposal for
Sharing Our Treasures

This is a tentative general plan for USP, a 501(c)(3) organization, for Sharing Our Treasures sale, proceeds to provide a Lifelong Learning Center. – details to be decided.

- Getting the Word Out
 - September 12 – The ABCs about USP for NKA – explanation of plan & seek items
 - September 19 – Putting the FUN in Fundraising – explanation of plan & seek Items and additional volunteers
 - Emails to groups – NKA, SRNHB and AARP
 - Social Media
 - Advertisements
- Planning Meetings
 - August 28, Wednesday, 10:30 at Marshall Public Library Community Room
 - September 19 – recruit additional volunteers
 - Additional meetings as deemed necessary by committee
- Suggestions for items to sale (AARP Webletter, August 17, 2024) and determine collections points for items:
 - Items to encourage submitting for sale include:
 - Anything vintage
 - Furniture – wooden rather than upholstered
 - Books
 - Sports equipment
 - Kitchen wares – beware crock pots
 - Avoid these items:
 - Electronics
 - Stuffed animals
 - Baby items – cribs, car seats, high chairs etc.
 - Helmets
 - Cosmetics and perfumes
- October date for sale on a Saturday TBD
 - Friday prior to date meet at The Village to setup and price items received and additional items that will arrive during setup time. - estimated time afternoon
 - Saturday – 8:00 setup outdoors under the sheltered portion of building for sale
 - 9:00 to 3:00 estimated time for sale
 - Have treats available for students & workers
 - Plenty of water to have on hand
- Any items not sold will be taken to area donation sites for their group to sale

BANNOCK COUNTY

Job Title:	Citation Process and Use Prevention Coordinator
Department:	Juvenile Probation
Status:	Part-time, no benefits
FLSA Designation:	Non-Exempt
Grade:	8
Hourly rate:	\$19.11

Purpose of Class: Provides support to the Intake and Diversion Unit at The Village; Coordinates the Alcohol, Tobacco, and other Substances Prevention Track, overseeing the Law Enforcement Citation Referral Process. Communicates and collaborates with law enforcement agencies and juvenile prosecutors regarding prevention/intervention programs and the citation screening process. Conducts citation reviews and provides contact information for screenings. Conducts screenings and assessments. Provides referrals to appropriate community providers and services and case management based on families need and engagement. Provides additional support in the form of other job duties to The Village and Juvenile Probation.

Primary Function: The principal function of an employee in this class is to provide general support to the Intake and Diversion Unit at The Village. This includes overseeing the law enforcement citation pathway, reviewing citations, scheduling and conducting screenings, data entry, and providing case management and oversight to the tobacco, alcohol, and other substances prevention track. The work is performed under the supervision of the Chief Juvenile Probation Officer. The principal duties of this class are performed in a general office environment and in the field.

Essential Duties and Responsibilities (will vary by assignment):

- Supervises and performs the operation and coordination of the law enforcement citation process.
- Coordinates the alcohol, tobacco, and other substances prevention track with school districts, law enforcement agencies, prosecuting attorneys, juvenile probation officers, diversion officers, juvenile courts, and other affected parties.
- Reviews citations, police reports, schedules, interviews, screens, notifies, and prepares youth and families for the screening process.
- Provides citations, police reports, background information and contact information to the Family Engagement Coordinator.
- Collaborates with community providers to provide evidenced based services and resources for youth and families who are referred to the Village for alcohol, tobacco, or other substance use prevention/intervention.
- Screens, assesses, and provides case management services.
- Prepares, maintains, reviews, and collects data of program participants.
- Prepares and monitors program evaluation data and prepares and distributes periodic statistical reports.
- Assists with scheduling, conducting screenings, intakes of youth and families, completing admit/deny forms, participation in admit/deny hearings and status proceedings, meets with families to review rights, develop recommendations, and reviews the juvenile court process.
- Provides direction, cross training and assistance to AmeriCorps service members, interns, and others.
- Prepares reports and recommendations for presentation in court and other status hearings.
- Prepares and monitors compliance with behavior modification recommendations, contracts, and agreements, including notifying the court of violations.
- Documents and maintains records of all contacts with offenders.
- Ensures payment of court ordered fees from offenders.
- Represents the alcohol, tobacco, and other substance use prevention program to the public and community groups.
- Assists and performs other duties within the Intake and Diversion Unit.
- Performs all work duties and activities in accordance with county policies, procedures, and safety practices.

Acceptable Minimum Experience and Training:

- High School diploma or GED equivalency is required,
- Idaho driver's license is required, and
- First Aid and CPR certification is required or must be maintained on file within 60 days of hire.

Special Preferred Qualifications:

- A bachelor's degree in criminal justice, behavioral or social sciences, or a related field is preferred,
- One to two years of experience in probation monitoring, social services, or court related behavioral services with at-risk youth is preferred, and
- Any equivalent combination of experience and training that provides the knowledge and abilities necessary to perform the work.

Essential Physical Abilities:

- Sufficient clarity of speech and hearing, with or without reasonable accommodation, which permits the employee to discern verbal instructions and communicate effectively in person and by telephone.
- Sufficient visual acuity, with or without reasonable accommodation, which permits the employee to comprehend written work instructions and review and prepare a variety of written and text materials.
- Sufficient manual dexterity, with or without reasonable accommodation, which permits the employee to operate standard office equipment, including a personal computer, and operate a motor vehicle.
- Sufficient personal mobility, agility, and physical strength and reflexes, with or without reasonable accommodation, which permits the employee to work in and office and field environment.

BANNOCKCOUNTY IS AN EQUAL OPPORTUNITY EMPLOYER.
Veteran's Preference Given Pursuant to Idaho Code.

Job Description
Youth Court Coordinator

Salary: Grade 8

FLSA Designation: Non Exempt

Purpose of Class: Administers the Youth Court program for juvenile offenders; performs related work as required.

Primary Function: The principal function of an employee in this class is to supervise the Youth Court diversion program for juvenile offenders. The work is performed under the supervision of the Juvenile Chief Probation Officer. The principal duties of this class are performed in a general office environment and in the field.

Essential Duties and Responsibilities (will vary by assignment):

- Supervises and performs the operations of the Youth Court diversion and behavior modification program, which monitors assigned juvenile offenders.
- Coordinates the program with school districts, law enforcement agencies, prosecuting attorneys, community service and support agencies, parents, and other affected parties.
- Schedules Youth Court proceedings, including notifying all affected parties.
- Represents the Department in Youth Court hearings and status proceedings.
- Prepares, maintains, and reviews files of juvenile offenders referred to Youth Court, including performing background investigations, risk assessment, and determining eligibility.
- Prepares reports and recommendations for presentation in court and other status hearings.
- Prepares and monitors compliance with behavior modification recommendations, contracts, and agreements, including notifying court of violations.
- Prepares and maintains program records, reports, logs, and documentation and prepares and distributes periodic statistical reports.
- Documents and maintains records of all contacts with offenders.
- Collects fees from offenders and deposits fees with the County Auditor.
- Recruits and trains volunteers to participate in Youth Court proceedings.
- Represents the Youth Court program to the public and community groups.
- Performs all work duties and activities in accordance with County Policies, procedures, and safety practices.

Acceptable Experience and Training:

- High School diploma or GED equivalency is required and a bachelor's degree in criminal justice, behavioral or social sciences, or a related field is preferred.
- One to two years of experience in probation monitoring, social services, Restorative Practices, or court related behavioral services with at-risk youth is preferred.
- Any equivalent combination of experience and training that provides the knowledge and abilities necessary to perform the work.

Special Qualifications:

- Idaho driver's license is required

Essential Physical Abilities:

- Sufficient clarity of speech and hearing, with or without reasonable accommodation, which permits the employee to discern verbal instructions and communicate effectively in person and by telephone.
- Sufficient visual acuity, with or without reasonable accommodation, which permits the employee to comprehend written work instructions and review and prepare a variety of written and text materials.
- Sufficient manual dexterity, with or without reasonable accommodation, which permits the employee to operate standard office equipment, including a personal computer, and operate a motor vehicle.
- Sufficient personal mobility, agility, and physical strength and reflexes, with or without reasonable accommodation, which permits the employee to work in and office and field environment.

BANNOCKCOUNTY IS AN EQUAL OPPORTUNITY EMPLOYER.
Veteran's Preference Given Pursuant to Idaho Code.

BANNOCK COUNTY COMMISSIONERS

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ERNIE MOSER
 Commissioner
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JEFF HOUGH
 Commissioner
 2nd District

JOHN CROWDER
 Commissioner
 3rd District

AGENDA REQUEST FORM

*The Board of Bannock County Commissioners business meetings are generally held on **Tuesday at 9:00 AM** in the Commissioners' Chambers in the Bannock County Courthouse, 624 E. Center, Room 212, Pocatello, Idaho, or as noticed **48 hours** prior to the meeting at <https://www.bannockcounty.us/commissioners/>. Agenda times are subject to change within **15 minutes** of scheduled time. Any person(s) needing special meetings should contact the Commissioner's Office at [208-236-7210](tel:208-236-7210), three to five working days before the meeting.*

E-mail this completed form and any supporting documents to agendarequest@bannockcounty.us by NOON on the Thursday prior to the scheduled meeting.

Name/Department:

Shanda Crystal/Chief Procurement Officer

Item to be considered/background:

Request to discuss a procurement update.

How much time will be needed? Meeting date requested:

5 minutes

9/10/24

Does this item involve a contract, agreement, external funding application or award acceptance?

YES NO

Have all supporting documents been included with this form?

YES NO

List of attendees:

Please include any supporting documents with your Agenda Session Request Form.

Commissioner Office Only:

Date: _____ Time: _____

9/10/2024

Bids in progress

7

Active Bids

2

Closed Bids

33

Projects in progress

3

Projects Completed

30

Active	Department	Description	Budget Allocated	Status Update	Procurement Metrics
In Progress	Road & Bridge	County Fleet Purchase	\$	9/6 draft piggyback of State of Idaho contract	
In Progress	Sheriff	Tactical Training Remodel	\$400,000 ARPA	9/10 submitted for legal review; 9/3 1st draft to dept for review	
In Progress	Jail	Asphalt Repair	\$75,000	8/7 1st draft to dept for review	
In Progress	Juv Prog/Event Cntr	YDC/Event Center Office Bulding	\$2,000,000 ARPA	8/20 draft ready for publishing; 7/25 1st draft to depts for review	
In Progress	Detention Center	Communication Upgrade	\$1,100,00 ARPA	4/30 submit piggyback for legal review; 4/22 research potential piggyback contracts	
In Progress	Fairgrounds	Two (2) metal barns	\$500,000 ARPA	4/10 waiting for land review; 3/14 project on hold until next Fair Board meeting 3/28	
In Progress	Public Works	Engineer Pool		Team is reviewing possibilities for ways to award contract	
Yes	Fairgrounds	Steel Shell Building	\$500,000 ARPA	9/6 published in ISJ; 9/2 draft to facilities to review	
Yes	Road & Bridge	Road Salt	FY2025 \$150,000	9/11 questions due; 8/30 bid active; 8/21 draft to dept for review	
No	Assessor	Annex Store Front		8/6 cancel bid; no bids received	
No*	Assessor	Annex LED Lighting	\$90,000	8/13 BOCC awarded bid to Razor Electric	
No*	Detention Center	Cement Polishing	\$200,000	8/20 BOCC awarded proposal to Roberts Shine & Line, LLC	
No	Commission	Security Cameras	\$400,000 ARPA	8/13 BOCC awarded bid to Pro Edge Technology and Summit Communications	
No*	Emergency Services	Lava Ranches Fuel Reduction Contractor	\$199,770	SICOG managing; 6/20 BOCC awards to CR Fence Company	

* Project in progress



Proclamation

WHEREAS, On September 11, 2001, the American people endured the worst terrorist attack on U.S. soil in the Nation's history with courage and heroism; and

WHEREAS, in response to this tragedy, Americans across the country came together in a remarkable spirit of patriotism and unity, carrying out countless acts of bravery, kindness, generosity, and compassion; and

WHEREAS, Community organizations and family members of 9/11 victims began observing the anniversary of September 11th to honor the memory of those who were lost and those who united in response to the tragedy, including first responders and volunteers; and

WHEREAS, those who put their lives in harm's way on a daily basis to protect our citizens, are deeply appreciated; and

WHEREAS, twenty-three years ago, first responders found themselves in the front lines of war; and

WHEREAS, first responders and volunteers sacrifice in service every day for our community, keeping us all safe and secure; and

WHEREAS, On September 11, 2024, we embrace an opportunity to honor 9/11 victims and heroes on behalf of our community.

NOW, THEREFORE, We, Bannock County Commissioners Ernie Moser, Jeff Hough, and John Crowder, do hereby proclaim, September 11, 2024, as **Patriot's Day**, in Bannock County and we call our citizen's attention to this observance and appropriate ceremonies to honor the lives of those lost through remembrance and celebration of their dedication to our country.

IN WITNESS WHEREOF, we hereby set our hands on this 10th day of September, in the year two thousand and twenty-three.

DATED this 10th day of September, 2024.

BOARD OF BANNOCK COUNTY COMMISSIONERS

Ernie Moser, Chair

Jeff Hough, Commissioner

John Crowder, Commissioner

In the Matter of OPENING THE FY24
 BUDGET FOR UNANTICIPATED
 REVENUE AND ALLOCATION
 FOR EXPENSES

R.S. No. 2024-60
 September 10, 2024

RESOLUTION

WHEREAS, the FY 2024 budget for Bannock County was adopted by R.S. No. 2023-81 on September 12, 2023; and

WHEREAS, Idaho Code §31-1605 allows the Board to adjust the adopted budget to reflect the receipt of unscheduled revenue, grants or donations from federal, state or local governments or private resources, provided there shall be no increase to property taxes; and

WHEREAS, the annual budget procedure has been complied with in making the said adjustment and the budget adjustments will not result in increased property taxes; and

WHEREAS, a public hearing to open the budget was held on September 3, 2024; and

WHEREAS, the following funds have received unscheduled revenues and will be utilized to cover reimbursements and costs detailed below;

NOW, THEREFORE, BE IT RESOLVED, that the FY 2024 budget be opened to make the following adjustments reflecting the receipt of unanticipated revenue and allocations for expenses:

The District Court Fund has received excess sales tax that exceed the anticipated budget; it is requested to use a portion of those monies to cover operating costs that may exceed budget. Monies will be allocated as follows:

126235-74304 Professional Fees	\$45,000
126-32600 Excess Sales Tax	\$45,000

The Health Department Fund has received excess sales tax that exceed the anticipated budget; it is requested to use a portion of those monies to cover a budget shortfall in contributions to the Health Department. Monies will be allocated as follows:

131250-59923 Health Services	\$3,031
131-32800 Excess Sales Tax	\$3,031

The Health Insurance Trust Fund has received unanticipated revenues towards insurance contributions. It is requested to use these dollars to cover overages in health insurance costs. Monies will be allocated as follows:

32910819-48700 Operating	\$818,504
32910819-37544 Self Insurance Reimb	\$387,530
32910819-37547 Self Insurance Health	\$610,710

R.S. No. 2024-60

The SWAT Trust fund has received revenues in excess of budget. It is requested to use these dollars to cover costs that have exceeded expenditure budget. Monies will be allocated as follows:

32983621 Operating/SWAT trust	\$5,000
32983621-39100 Swat Reimb	\$5,000

BOARD OF BANNOCK COUNTY COMMISSIONERS

Ernie Moser, Chair

Jeff Hough, Member

John Crowder, Member

ATTEST:

Jason C. Dixon, Clerk

In The Matter of AUTHORIZATION)
 TO TRANSFER ASSETS/PROPERTY)
TO THE STATE OF IDAHO)

R.S. No 2024-61
 September 10, 2024

RESOLUTION

WHEREAS, Idaho Code §§31-807 and 31-808 vest the power and authority to manage real and personal property for the benefit of the County with the board of county commissioners; and

WHEREAS, Idaho Code §31-808(9) provides that the board of county commissioners may grant to or exchange with the federal government, the state of Idaho, any political subdivision or taxing district of the state of Idaho, or any local historical society which is incorporated as an Idaho nonprofit corporation which operates primarily in the county or maintains a museum in the county, with or without compensation, any real or personal property or any interest in such property owned by the county, excluding such property acquired by tax deed, after adoption of a resolution by the board of county commissioners that the grant or exchange of property is in the public interest; and

WHEREAS, Idaho Code §19-6008, releases counties from providing any further financial or legal obligation to provide indigent public defense on October 1, 2024, after the state created the Office of the State Public Defender; and

WHEREAS, the following assets/property were purchased with state public defense grant funds and will be of no further use to the County:

Quantity	Description	Year Purchased
1	Desk Chair	2024
15	2tb External Hd	2021
12	4 Tb External Hd	2021
6	Thinkpads	2021
1	Thinkbook	2021
11	Monitors	2020
1	Thikpad Docking Station	2020
4	Fijitsu Scan Snap Scanners	2019
15	Laptops	2019
11	Pc Computers	2019
1	Dragon Dictation	2019
1	Lifesize Camera for Conference Room	2019
34	Client Chairs	2019
5	Exec Chair	2019
15	Floor Mat	2019
1	Car –2015 Honda CRV	2017
1	Conference Table	2019
1	Supply Cabinet	2019
5	Mesh Desk Chairs	2019
4	Standing Desks	2019
1	Fridge	2019
11	Scanners	2019
15	Phones	2019
1	Ricoh Color Copier	2019
11	Return Desks W/Hutch	2019

NOW THEREFORE, IT IS HEREBY RESOLVED that, pursuant to Idaho Code §31-808(9), it is in the public interest to transfer the above property to the State of Idaho on October 1, 2024.

BOARD OF BANNOCK COUNTY COMMISSIONERS

Ernie Moser, Chair

Jeff Hough, Member

John Crowder, Member

ATTEST: _____
Jason C. Dixon, Clerk

In the Matter of AUTHORIZING THE)
DESTRUCTION OF AG EXTENSION FILES)

R.S. No. 2024-62
September 10, 2024

RESOLUTION

WHEREAS, Idaho Code §31-871 requires the Board of County Commissioners to authorize destruction of records that are not required as permanent records and that have met the minimum retention period provided by the retention schedules and are no longer required by law or for county business; and

WHEREAS, the Bannock County Ag Extension Office has requested destruction of records that have exceeded their minimum retention according to the retention schedule, or have been scanned and saved to a permanent location; and

WHEREAS, Idaho Code §31-871(2) states records may only be destroyed by resolution of the Board of County Commissioners after regular audit and upon the advice of the prosecuting attorney;

NOW, THEREFORE, BE IT RESOLVED that the Bannock County Ag Extension Office is authorized to destruct the original paper records listed below and that such destruction occur under the supervision of the Bannock County Clerk.

- FY2015 and FY2016 budget document

BOARD OF BANNOCK COUNTY COMMISSIONERS

Ernie Moser, Chair

Jeff Hough, Member

John Crowder, Member

ATTEST: _____
Jason C. Dixon, Clerk

BOARD OF BANNOCK COUNTY COMMISSIONERS' PROCEEDINGS – August 2024

The following is a synopsis of proceedings, pursuant to Idaho Code §31-819, of the Board of Bannock County Commissioners for August 2024, to wit, of which a complete set of minutes is on file at the Bannock County Clerk's Office, Pocatello, Idaho, or can be found online at www.bannockcounty.gov.

Aug 1: Approved Commissioner report, salary form, and certificate of residency. Approved snow groomer rental from Valley Wide Cooperative. Approved entry/exit executive session – legal discussion. Approved proposed FY25 fees and publication for public hearing. Approved reallocations for Annex HVAC, acoustic ceiling, and landscaping.

Aug 6: Approved cremation assistance for case numbers 20240034 and 20240035, and one release of lien. Approved ratification of PrimeTime agreement. Approved Chubbuck facility use form. Approved signature for parade permit application. Approved lease agreements with CAT for equipment. Approved tax cancellation requests. Approved renewal agreement for postage meter. Approved ARPA invoices, salary forms, and certificates of residency through consent. Cancelled bids for the Annex Storefront and Annex Ceiling projects and approved department moving forward; and accepted bids for review for the Annex Lighting and Detention Center Cement Polishing projects.

Aug 8: Approved invoices, Commission reports, mileage reimbursement, payroll report, and certificate of residency. Approved fee waiver for Youth Celebration and Rental Agreement with Triple T Productions. Approved SWAT trailer purchase using PILT funds. Approved ACA update. Approved temporary dwelling request.

Aug 13: Approved case numbers 20240036 and 20240037 for cremation assistance. Approved disposal of surplus assets at auction. Approved award of security camera bid to ProEdge Technology and Summit Communications; and award of Annex lighting bid to Razor Electric pending contract price negotiations. Approved budget correction for Juvenile employees. Approved entry/exit executive session – legal counsel. Approved agreement for law enforcement protection for youth football league. Approved certificate of residency and salary forms through consent.

Aug 15: Approved invoices, Commission report, salary forms, and certificate of residency. Approved interagency work order with Inkom to pave Cement Plant Road. Approved trade-in of grader toward scraper with CAT.

Aug 20: Approved case number 20240038 for cremation assistance. Awarded Detention Center cement polishing RFP to Roberts Shine and Line. Approved agreement and costs for Museum of Clean rental. Approved Resolution Numbers 2024-44 Approving July 2024 Salaries; 2024-45 Approving July 2024 Alcohol Licenses; 2024-46 Authorization and Order to Reallocate Funds; 2024-47 Approving Tax Cancellation Requests; and 2024-48 Approving Claims Through Contingency for Elevator Inspections. Approved tax cancellation requests. Approved ARPA invoices, certificate of residency, salary forms, and minutes through consent. Approved vacating rights-of way for portions of Paris Lane, West Street, Aubrey Drive, and Burton Drive in Sunnygate Park Subdivision.

Aug 22: Approved Commission report, claims, payroll report, and salary forms. Approved moving forward with Pacific Recycling proposal B. Approved letter of support for United Senior Project.

Aug 27: Approved entry/exit Board of Ambulance and cancelling 31 account balances. Approved case 20240039 for cremation assistance and one release of lien. Approved MOU with Idaho Power and ALERTWest for tower space. Approved contract with OpenGov for data migration. Approved Landfill fee waiver for Jail landscape project. Approved contract with Zero Eyes. Approved FY25 budget adjustment. Approved Resolution Nos. 2024-49 Vacating a Portion of Sorelle Road; 2024-50 Authorization to Dispose Surplus Assets/Property; 2024-51 Accepting Construction Bond for the Ellis Estates Subdivision; 2024-52 Authorization and Order to Reallocate Funds; and 2024-53 Approving Tax Cancellation Requests. Approved publication notice for fee changes. Approved signature on vehicle titles. Approved salary forms and minutes. Approved the FY25 budget.

BOARD OF BANNOCK COUNTY COMMISSIONERS

Jeff Hough, Member

John Crowder, Member

Attest: _____
Jason C. Dixon, Clerk

Published: September 14, 2024

**BOARD OF BANNOCK COUNTY COMMISSIONERS
MINUTE CERTIFICATION**

We, the Board of Bannock County Commissioners, hereby certify approval of the minutes of the Bannock County Commissioners' meetings inclusive of the dates of August 29 and September 3 and 5, 2024, as approved during the meeting of September 10, 2024.

BOARD OF BANNOCK COUNTY COMMISSIONERS

Ernie Moser, Chair

Jeff Hough, Member

John Crowder, Member

ATTEST:

Jason C. Dixon, Clerk



MINUTES OF THE BOARD OF BANNOCK COUNTY COMMISSIONERS

Meeting Details

Date of Meeting:	Thursday, August 29, 2024
Commissioners present:	Ernie Moser and John Crowder
Clerk of the Board:	Jason C. Dixon
Absent Board Members:	Jeff Hough
Staff present:	Deputy Clerk Nancy Allen, Comptroller Kristi Klauser, and Chief of Staff Braeden Clayson

Agenda Details

AGENDA	
1	<p>Claims Meeting and Work Session (action items)</p> <p>Claims Agenda:</p> <ul style="list-style-type: none"> • Board of Ambulance District: Invoices and Commissioner Report • Board of Commissioners: Invoices, Commissioners Reports, and Credit Applications • Salary Rate Approval Forms/Notice of Separation with Potential Executive Session under Idaho Code §74-206(1)(a)&(b) regarding personnel with potential action following adjournment of Executive Session • Payroll Report • Alcohol Licenses and Permits • Certificate of Residency Approval • Mileage Reimbursement Requests • Technology Request Form • Memorandum Authorization for Accounts Payable • Cardholder User Agreement and Authorization <p>Work Session Agenda:</p>
2	<ul style="list-style-type: none"> • Charity Staggs, SICOG, presenting (1) the BLM Good Neighbor Authority award for review and acceptance and (2) requesting a deadline extension to the Idaho Department of Lands for the Lava Ranches Fuels Reduction project (requested 10 minutes) (action item)
3	<ul style="list-style-type: none"> • Scott Crowther, Business Manager and Event Director, regarding approval of and signature on contracts requesting waived fees for (1) the Bannock County Thanksgiving Distribution with the Idaho Food Bank, and; (2) the Army North CSTA Collective Lanes Training with the Utah Army National Guard (requested 10 minutes) (action item)
4	<ul style="list-style-type: none"> • Alisse Foster, Assistant Planner – Subdivisions, regarding review and signature on plat for Mount Bonneville Estates Phase 3 (requested 5 minutes) (action item)
5	<ul style="list-style-type: none"> • Hal Jensen, Planning Director, requesting to discuss the hiring process to fill new position “Code Enforcement Officer” and approval to advertise and potentially interview prior to the new fiscal year (request 10 minutes) (action item)
6	<ul style="list-style-type: none"> • Daniel Kendall, Facilities Director, request to discuss Freon building at the landfill and the potential ideas for replacing the building (requested 5 minutes) (action item)
7	<ul style="list-style-type: none"> • Shanda Crystal, Chief Procurement Officer, request to discuss (1) review and potential signature on contract for Detention Center Landscaping project with M&S Development and (2) a procurement update (requested 5 minutes) (action item)
8	<ul style="list-style-type: none"> • Matthew Phillips, Human Resources and Risk Management Director, (1) requesting approval and potential signature on ICRMP multi-lines insurance policy renewal effective 10-1-24, (2) requesting approval and potential signature on GemPlan Program Manager/Broker renewal of

	medical, dental, and vision plan effective 10-1-24, (3) requesting approval and potential signature on Personnel Policy Holiday policy amendment as described, (4) request to approve the use of \$650 for HR to subscribe to JotForm survey platform to determine training needs, (5) discussion of FY24-25 Leadership Development plan draft, and (6) seeking approval of additional unpaid leave of absence according to Section XII. E of Bannock County Personnel Policy with potential executive session under Idaho Code §74-206(1)(a)&(b) regarding personnel with potential action following adjournment of Executive Session (requested 25 minutes) (action item)
9	<ul style="list-style-type: none"> Kristi Klauser, Comptroller, requesting (1) potential signature on fiscal year 2025 L2 and (2) review of FY24 budget to actual expenditures for funds that may require open budget or move funds (requested 15 minutes) (action item)
10	<ul style="list-style-type: none"> Braeden Clayson, Chief of Staff, requesting approval and potential signature on Public Defenders request to transfer property as part of the transition to the State Offices (requested 5 minutes) (action item)
11	<ul style="list-style-type: none"> (AMENDED to include) Signature on Sales Agreement (action item)
12	Wipfli Exit Conference FY23 Financials (action items)

Meeting Notes

- 1 8:59 AM Moser called the meeting to order. Crowder moved to approve the Commission report. The motion passed. Crowder moved to approve the invoices. The motion passed. Crowder moved to approve the alcohol license. The motion passed.
- 2 9:01 AM Staggs reviewed the request to extend deadline for contractor, which has to go through IDL. Crowder moved to approve the contract extension request. The motion passed.
- 3 9:03 AM Kia Shaw, manager of The Idaho Foodbank, also appeared reviewed past facility usage. Crowder moved to approve the fee waiver. The motion passed.
9:05 AM Crowther reviewed the fee waiver request for the Idaho and Utah National Guard for training. Crowder moved to approve the request. The motion passed.
- 4 9:07 AM Planning Director Hal Jensen appeared and reviewed the plat for Mount Bonneville Estates Phase 3. Crowder moved to approve and authorize signature on the plat. The motion passed.
- 5 9:09 AM Jensen requested to post the code enforcement position approved in the FY25 budget. Crowder moved to approve the request. The motion passed.
- 6 9:10 AM Landfill Manager Dillon Evans also appeared. Kendall explained the freon trailer at the Landfill is old and requested to purchase a pole barn for replacement. Kendall will seek a bid for further discussion.
- 7 9:50 AM Facilities Director Dan Kendall also appeared. Crystal relayed the HVAC installation will occur in the spring due to the anticipated delivery date. Crystal gave updates on procurement projects.
9:58 AM Crystal reviewed the M&S Development contract for the landscaping bid award for \$133,805. Crowder moved to approve the landscaping agreement. The motion passed.
- 8 9:13 AM Phillips reviewed the ICRMP insurance renewal with an increase in premium of 22%. The deductible is also increasing. Crowder moved to approve the request. The motion passed.
9:18 AM Phillips reviewed the request to approve the GemPlan renewal with Mutual Insurance to be the broker with Blue Cross. Crowder moved to approve the request. The motion passed.
9:20 AM Phillips reviewed the policy amendment request to clarify holiday pay. Crowder moved to approve the policy amendment. The motion passed.
9:22 AM Phillips requested to use the budget for library trainings for JotForm survey platform to send out training options to departments. The platform offers HIPAA compliance. Legal and IT have reviewed the request. Crowder moved to approve the request. The motion passed.

9:27 AM Phillips reviewed the Leadership Development plan and recommended developing an MOU with Black River for a kick-off leadership training, and determine future training and assessments costs.
 9:29 AM Court Supervisor Diane Cano and Chief Deputy Clerk Keri Povey appeared. Crowder moved to enter into executive session under Idaho Code §74-206(1)(a)&(b) regarding personnel. The motion passed by roll call vote. 9:36 AM Cano was excused. 9:50 AM Crowder moved to exit executive session. The motion passed. Crowder moved to approve unpaid leave as requested. The motion passed.

- 9 9:59 AM Klauser reviewed the L2 forms to submit to the State Tax Commission. Crowder moved to authorize signature. The motion passed.
 10:00 AM Klauser reviewed budgets that exceeded allocation and sources of reallocations or excess revenues. A public hearing will be scheduled to open the FY24 budget.
 10:05 AM Klauser reviewed the Taylor Grazing Act, Idaho Code §57-1203 and recommended to transfer the excess accumulated funds to noxious weed.
- 10 10:09 AM Clayson reviewed an inventory list of items purchased with the State's grant funds that will be transferred to the State for the public defenders. Crowder moved to authorize the transfer. The motion passed.
- 11 10:12 AM Crowder moved to authorize signature on the sales agreement for the Lander building. The motion passed.
- 12 1:28 PM CPA Fred Goodworth appeared and reviewed the audit provides an opinion of the annual report. Discussion ensued on internal controls, annual report award, highlights, reports, data testing, and the management letter.

Action Item Summary

ACTION/DIRECTION	ASSIGNED TO
Approved Commission report, invoices, and alcohol license.	Auditing/Resolution
Approved requesting extension from IDL for Lava Ranches Fuels Reduction.	OEM
Approved fee waivers for The Idaho Foodbank and National Guard.	Parks and Rec
Approved plat for Mount Bonneville Estates Phase 3.	Planning
Approved posting code enforcement position.	HR/Planning
Obtain quote/bid for pole barn at Landfill.	Facilities/Procurement
Approved landscaping bid award contract with M&S Development.	Procurement/Sheriff
Approved ICRMP renewal, GemPlan renewal, personnel policy holiday pay amendment, JotForm subscription, entry/exit of executive session – personnel, and unpaid leave.	HR/Clerk
Develop MOU with Black River for leadership training.	HR
Approved FY25 L2 forms.	Auditing
Public hearing to be held to open FY24 budget.	Clerk/Auditing
Excess funds from Taylor Grazing Act to be sent to noxious weed.	Auditing
Authorized transfer of public defense items to state.	Auditing/Resolution
Approved sales agreement for Lander building.	Clerk



MINUTES OF THE BOARD OF BANNOCK COUNTY COMMISSIONERS

Meeting Details

Date of Meeting:	Tuesday, September 3, 2024
Commissioners present:	Jeff Hough and John Crowder
Clerk of the Board:	Jason C. Dixon
Absent Board Members:	Ernie Moser
Staff present:	Deputy Clerk Nancy Allen and Comptroller Kristi Klauser

Agenda Details

AGENDA	
1	<p>Bannock County Commissioner's Regular Business Meeting (action item)</p> <p>BOARD OF COMMISSIONERS</p> <p>MEETING CALL TO ORDER, AGENDA CHANGES & AGENDA APPROVAL (action item)</p>
2	<ul style="list-style-type: none"> Indigent Business may require an Executive Session pursuant to Idaho Code §74-206(1)(d) to consider records exempt from public disclosure (action item)
3	<ul style="list-style-type: none"> Matthew K. Phillips, Human Resources, requesting (1) approval for the HR Director to sign Cafeteria Plan updates as prepared by AFLAC agent to continue to allow pre-tax employee benefit deductions via DocuSign, and; (2) approval and signature on Blue Cross of Idaho Administrative Services Contract for the 2023 plan year (requested 5 minutes) (action item)
4	<ul style="list-style-type: none"> Shanda Crystal, Chief Procurement Officer, regarding potential signature (1) on contract for Security Cameras Invitation to Bid with Pro Edge Technology; (2) on contract for Security Cameras Invitation to Bid with Summit Technology, and; (3) on a contract with KJ Acoustics (requested 5 minutes) (action item)
5	<p>BOARD OF AMBULANCE DISTRICT</p> <ul style="list-style-type: none"> Kristi Klauser, Comptroller, accepting Subgrant Number HC6141 Bannock County Ambulance District (requested 5 minutes) (action item)
6	<p>BOARD OF COMMISSIONERS</p> <p>RESOLUTIONS AND ORDINANCES (action items):</p> <p>Resolution No. 2024-54 Vacating Portions of Paris Lane, West Street, Aubrey Drive, and Burton Drive in Sunnygate Park Subdivision</p> <p>Resolution No. 2024-55 Approving the Fiscal Year 2025 Bannock County Budget</p> <p>Resolution No. 2024-56 Authorization to Exchange or Trade County Assets/Property</p> <p>Resolution No. 2024-57 Approving August 2024 Alcohol Licenses</p> <p>Resolution No. 2024-58 Approving August 2024 Salaries</p> <p>Resolution No. 2024-59 Authorization and Order to Reallocate Funds</p>
7	<p>SIGNATURE ONLY (action items):</p> <p>July 2024 Commissioner Proceedings</p> <p>Public Hearing Notice to Reopen Fiscal Year 2024 Budget</p>
8	<p>CONSENT AGENDA (action items):</p> <ul style="list-style-type: none"> Manual Checks Alcohol Licenses and Catering Permits Certificate of Residency Approval Salary Rate Approval Forms/Notice of Separation with Potential Executive Session under Idaho Code §74-206(1)(a)&(b) regarding personnel with potential action following adjournment of Executive Session Technology Forms

- ARPA Invoices
- Minutes: Approval of Meeting Minutes for August 22 and 27, 2024, and Certification of Said Minutes

Meeting Notes

- 1 8:59 AM Hough called the meeting to order.
- 2 8:59 AM Community Resources and Advocacy Director Shantal Lauu presented a cremation application for case number 20240040. Crowder moved to approve the request. The motion passed.
- 3 9:00 AM Phillips reviewed the updates for the Cafeteria Plan. The document requires online signature. Crowder moved to authorize HR to update and sign the document. The motion passed.
9:04 AM Phillips reviewed the administrative contract for Blue Cross. This is for the 2023 plan year. Crowder moved to approve and authorize signature. The motion passed.
- 4 9:06 AM Crystal requested signature on the contract with Pro Edge Technology for the security camera bid award in the amount of \$52,560.56. Hough moved to approve the Pro Edge Technology contract. The motion passed.
9:07 AM Crystal requested signature on the contract with Summit Communications for the security camera bid award in the amount of \$166,939. Hough moved to approve the contract. The motion passed.
9:09 AM Crystal requested signature on the contract with KJ Acoustics for the bid award of the Annex ceiling in the amount of \$30,112. Hough moved to approve the contract. The motion passed.
- 5 9:09 AM Crowder moved to enter into the Board of Ambulance. The motion passed. Klauser and Allen reviewed the grant award of \$208,333 toward the purchase of an ambulance. Crowder moved to approve the request. The motion passed. Crowder moved to exit the Board of Ambulance. The motion passed.
- 6 9:11 AM Hough reviewed the resolutions. Crowder moved to approve Resolution Numbers 2024-54, 55, 56, 57, 58, and 59. The motion passed.
- 7 9:15 AM Hough moved to approve the July 2024 Commissioner Proceedings publication and publication notice for public hearing to reopen the FY24 budget. The motion passed.
- 8 9:15 AM Hough reviewed the consent agenda included invoices and minutes. Crowder moved to approve the consent agenda. The motion passed.

Action Item Summary

ACTION/DIRECTION	ASSIGNED TO
Approved case number 20240040 for cremation assistance.	Indigent
Approved HR e-signature for Cafeteria Plan updates and Administrative Services Contract with Blue Cross.	HR
Approved bid award contracts with Pro Edge Technology for \$52,560.56; Summit Communications for \$166,939; and KJ Acoustics for \$30,112.	Procurement/Facilities
Approved entry/exit of Board of Ambulance and award acceptance of EMSAVE grant from State of Idaho.	Ambulance/Grant Team/ Procurement
Approved Resolution Nos. 2024-54 Vacating Portions of Paris Lane, West Street, Aubrey Drive, and Burton Drive in Sunnygate Park Subdivision; 2024-55 Approving the Fiscal Year 2025 Bannock County Budget; 2024-56 Authorization to Exchange or Trade County Assets/Property; 2024-57 Approving August 2024 Alcohol Licenses; 2024-58 Approving August 2024 Salaries; and 2024-59 Authorization and Order to Reallocate Funds.	Clerk

Approved publication notices for July 2024 Commissioner Proceedings and public hearing to reopen FY24 budget.	Clerk
Approved invoices and minutes through consent agenda.	Clerk/Auditing



MINUTES OF THE BOARD OF BANNOCK COUNTY COMMISSIONERS

Meeting Details

Date of Meeting:	Thursday, September 5, 2024
Commissioners present:	Jeff Hough and John Crowder
Clerk of the Board:	Jason C. Dixon
Absent Board Members:	Ernie Moser
Staff present:	Deputy Clerk Nancy Allen

Agenda Details

AGENDA	
1	<p>Claims Meeting and Work Session (action items)</p> <p>Claims Agenda:</p> <ul style="list-style-type: none"> • Board of Ambulance District: Invoices and Commissioner Report • Board of Commissioners: Invoices, Commissioners Reports, and Credit Applications • Salary Rate Approval Forms/Notice of Separation with Potential Executive Session under Idaho Code §74-206(1)(a)&(b) regarding personnel with potential action following adjournment of Executive Session • Payroll Report • Alcohol Licenses and Permits • Certificate of Residency Approval • Mileage Reimbursement Requests • Technology Request Form • Memorandum Authorization for Accounts Payable • Cardholder User Agreement and Authorization <p>Work Session Agenda:</p>
2	<ul style="list-style-type: none"> • Scott Crowther, Business Manager and Event Director, seeking approval of and signature on (1) a contract requesting fee waiver for Idaho Army National Guard Medical Instruction, and; (2) contract requesting fee waiver for Marsh Valley High School (requested 5 minutes) (action item)
3	<ul style="list-style-type: none"> • Shanda Crystal, Chief Procurement Officer, seeking (1) signature on an Independent Contractor Agreement with Voltstar Productions, Inc., and; (2) procurement update (requested 5 minutes) (action item)
4	<ul style="list-style-type: none"> • Teri Johnson, Agricultural Extension, regarding (1) signature on Cooperative Agreement for University of Idaho; (2) signature on an Independent Contractor Agreement for fair judge, and; (3) approval to destroy Fiscal Year 2015 and 2016 budget records (requested 5 minutes) (action item)

Meeting Notes

- 8:59 AM Hough called the meeting to order. Crowder moved to approve the Commissioner report. The motion passed. Crowder moved to approve the payroll report. The motion passed. Crowder moved to approve the salary forms. The motion passed. Hough moved to approve Matt Olsen's credit card authorization. The motion passed. Hough moved to approve the alcohol licenses. The motion passed. Hough moved to approve the ARPA invoice. The motion passed. Discussion ensued on signing authority

for invoices. Crowder moved to approve designating Kristi Davenport in the interim to sign Commission invoices. The motion passed.

- 2 9:02 AM SFC Caleb VanDeren appeared and requested using Building B and a fee waiver for medical recertification. Crowther reported there have been no issues in the past and they leave the building clean. Hough moved to approve the request. The motion passed.
9:04 AM Fair Coordinator Jamie Pehrson, Fair Board Member D'Lyn Moser-Evans, Grounds Coordinator Alex Hauser, and Marsh Valley Athletic Director Kent Howell appeared. Howell reviewed the request for a fee waiver for the portable bleachers. The full fee has been paid in the past, but there have been some unforeseen expenses. Crowder moved to approve the request. The motion passed.
- 3 9:12 AM Crystal requested approval of a contract for concert production services with Voltstar Production, Inc. This is a master contract that will have contracts for individual concerts as there are too many unknown factors. Crowder moved to approve the contract with Voltstar. The motion passed.
9:15 AM Crystal gave updates on procurement projects. Discussion ensued on the progress of developing a rental contract delegation of authority for signature. Change orders for the 6th Street renovation are forthcoming.
- 4 9:08 AM Extension Educator Nikki Ennis also appeared. Johnson explained the cooperative agreement is signed each year with the approved County budget and sent to the state. Crowder moved to approve the cooperative agreement with the University of Idaho. The motion passed.
9:09 AM Ennis explained the 4-H judge failed to submit the contract before the fair. Hough moved to approve the contract. The motion passed.
9:11 AM Johnson requested old budget records from FY15 and FY16 be destroyed. Hough moved to authorize destruction of records. The motion passed.

Action Item Summary

ACTION/DIRECTION	ASSIGNED TO
Approved Commission report, payroll report, salary forms, credit card authorization, alcohol licenses, and ARPA invoice.	Auditing/Clerk/Resolution
Designated interim signing authority for Commission invoices to KD.	Auditing/Commission
Approved fee waiver requests for National Guard and Marsh Valley School.	Parks & Rec/Fairgrounds
Approved concert production services contract with Voltstar Production, Inc.	Procurement/Parks & Rec
Approved Cooperative Agreement for University of Idaho Extension Programs; IC Agreement for 4-H fair judge; and destruction of records.	Ag Extension/Resolution