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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 17, 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)
- Vern Dowden, to discuss Culinary Water Company in Swan Lake, Idaho (action item)
- Julie Hancock, Elections Administrator, requesting signature on an Advertising Authorization for Sho-Ban News (requested 5 minutes) (action item)
- Hal Jensen, Planning and Development Director, seeking approval to appoint two new Planning and Development Council members with possible Executive Session under Idaho Code §74-206(1)(a)&(b) regarding personnel with potential action following adjournment of Executive Session(requested 10 minutes) (action item)
- Wes Jones, OEM, requesting discussion and possible approval to move forward with phase 1 of moving the office to 214 E. Center Street in Pocatello (requested 10 minutes) (action item)
- Jared Marchand, Drug Court, requesting to purchase treatment equipment from opioid funds (requested 5 minutes) (action item)
- Shanda Crystal, Chief Procurement Officer, regarding potential signature on contracts (1) for Annex Lighting Invitation to Bid with Razor Electric, LLC, and; (2) for contract for Detention Center Cement Polishing Request for Proposal with Roberts Shine and Line, LLC (requested 5 minutes) (action item)

RESOLUTIONS AND ORDINANCES (action items):

Resolution No. 2024-62 Adopting Fee Changes and/or New Fees for Landfill, Clerk, Motor Vehicles, Jail, AG Extension, Fair/Fairgrounds, and Ambulance

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

Professional Services Agreements for South Bannock County Cities

CONSENT AGENDA (action items):

- 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
- Minutes: Approval of Meeting Minutes for September 10, 2024, and Certification of Said Minutes

10:15 AM Public Hearing to reopen the Fiscal Year 2024 Budget for Unanticipated Revenues & Allocation and potential signature on proposed Resolution No. 2024-63 Opening the FY24 Budget for Unanticipated Revenue and Allocation for Expenses (action item)

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



ERNIE MOSER
 Commissioner
 1st District

JEFF HOUGH
 Commissioner
 2nd District

TERREL N. TOVEY
 Commissioner
 3rd District

CONCERNS/ISSUES REQUEST FORM

Once you have filled out this form, you can email the completed form to commission@bannockcounty.us; fax it to 208-236-7363; or send it by mail to: Bannock County Commissioners, 624 E. Center St., Room 101, Pocatello, ID 83201. *Please be sure to include any supporting documents.* If you have any questions, feel free to call 208-236-7210.

Name:

Phone/Email:

Vern Dowden

Concern/issue/question:

Seeking to discuss the community water company in Swan Lake, Idaho

Suggested solution?

Attendee: Brian Trammell

Please include any supporting documents with your Concerns/Issues Request Form.

Commission Office Only:	
Date: <u>9/17/24</u>	Department: _____

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:

Julie Hancock

Department:

Elections

Requestor Email:

julieh@bannockcounty.us

Item(s) to be considered:

Print ad authorization form for Sho-Ban News; ad is part of larger campaign to encourage people to register to vote before the general election

Date of meeting being requested:

09/17/2024

Time requested:

5 Minutes

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

Agreement

Contract/Agreement Begin Date:

09/19/2024

Contract/Agreement End Date:

09/19/2024

List of additional attendees:

Emma Iannacone



Advertising Authorization

Today's Date: 9/11/24

Date of Initial Contact: _____ Email/ Phone Call / Visit / In-House

Name of Business: Bannock County

Physical/Mailing Address: 624 E. Center, Pocatello, Idaho 83201

Phone/Fax Number: 208-589-9503

Contact Person: Emma Iannacone

Ad Size: 1/8 pg. Dimensions: column X ”

Dates ads are to run

(M/D/Y): 9/19

Ad Price: \$ 250.00

Total Cost: 250.00

Black & White Full Color
 Spot Color _____

AD TYPE

- Display AD
- Classified AD
- Political AD
- Other

Ad. Contracted to run:
 (Please check appropriate box that applies.)

- One time only _____
- Weekly _____
- Bi-Weekly _____
- Monthly _____

New Contract Previous Contract

IF PAID:

CHECK AMOUNT \$ _____ CHECK # _____

CASH \$ _____ RECEIPT # _____

Brunda Appenay
Salesperson Signature

Advertiser Signature
Ernie Moser
9/17/24



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

AGENDA REQUEST FORM

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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:

Hal Jensen/Planning

Item to be considered/background:

Appointing two new Planning and Development Council members

How much time will be needed? Meeting date requested:

10 Minutes

9/17/24

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:

Tristan Bourquin

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

<p>Commissioner Office Only:</p> <p>Date: _____ Time: _____</p>



BANNOCK COUNTY COMMISSIONERS
624 E. Center St., Pocatello, ID 83401
Phone: (208) 236-7200 • Fax: (208) 236-7700

ERNIE MOSER
Commissioner
1st District

JEFF HOUGH
Commissioner
2nd District

JOHN CROWDER
Commissioner
3rd District

AGENDA REQUEST FORM

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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:

Wes Jones
office of Emergency Management

Item to be considered/background:

Discuss and vote on Phase 1 of moving Office of Emergency Management and the Emergency Operations

How much time will be needed?

Meeting date requested:

10 min

9/17/2024

Center to 214 E Center Street, Pocatello

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:

Karen Trumbull, Wes Jones

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

Commissioner Office Only:
Date: _____ Time: _____

Concept/Proposal
Southeast Idaho Council of Governments (SICOG)
Bannock County Office of Emergency Management/Emergency Operations Center (EOC)
Southeast Idaho Regional EOC
08212024

Phase I

SICOG has office space to relocate the Bannock County Office of Emergency Management.
SICOG has offered their Conference Room to be used as an EOC.
There will be a rental fee associated with the use of their facility.
Lease 880 square feet at the cost of \$1.25 per foot = \$1,100.00 per month.
Annual cost \$13,200.00.
This would be Phase I, and an introduction to a Southeast Idaho Regional EOC concept.

**If Bannock County will pay the cost to create hard walls in the areas identified for office space, SICOG will forego the first-year lease fee.*

Phase II

This Phase emphasizes the foundation necessary for the Southeast Idaho Regional EOC Concept.
The Professional Service Contract is proposed to include five hours/week for SICOG to interact with the contiguous counties agree to participate in the Regional Concept.
Professional Services Contract is for Grant Writing support, similar to what Bannock County has been doing for the last three years.
Proposed five hours/week = \$406.25.
Monthly cost = \$1,625.00.
Annual cost = \$19,500.00.
Facility Lease = \$13,200.00.
Total Cost: \$32,700.00.

The Proposed Rate for each County to participate in the Regional EOC Concept:

Bannock	\$13,550.27
Bingham	\$7,750.16
Bear Lake	\$2,056.43
Caribou	\$2,161.16
Franklin	\$3,150.14
Oneida	\$1,798.17
Power	\$2,233.67

These rates are based upon the allocation rates for grant funding by the State of Idaho Office of Emergency Management. These rates may change, dependent upon County signed participation per the Regional Memorandum of Understanding (MOU).

A MOU will be prepared to explain the scope and involvement requiring signature to participate in the Southeast Idaho Regional EOC Concept.

Phase III

Phase III requires all of the contiguous counties who support the Southeast Idaho Regional Concept to engage their congressional delegation for an Emergency Operations Center Grant.
FEMA’s Emergency Operations Grant program subrecipients are determined by congress.

Appendix A of the FY24 EOC grant NOFO indicates the eligible applicants: : [The U. S. Department of Homeland Security \(DHS\) Notice of Funding Opportunity \(NOFO\) Fiscal Year 2024 Emergency Operations Center Grant Program | FEMA.gov](#)

The District Elected Officials could assist in this activity.

Considerations

- Bannock County could move the EOC and create a new scope of work for the total amount of \$32,700.00 which would be \$2,300.00 cheaper than the current professional service contract.
- Building lease and professional service contract would need to be two separate contracts.
- SICOG clientele are also Emergency Management clientele and increased communication and coordination could be created.
- SICOG association with ISU will be very beneficial for resource and intern allocation.
- Having a dedicated EOC that allows space for training courses enhances the training experience.
- Grant submittals will be viewed more favorably by the Federal Government when a Region submits a grant and agencies will not have to compete against each other.
- Cost savings at the local level on creating a Command Post as compared to an operational EOC is huge.
- State oversight and assistance is provided by IMAST teams and minimizing resource needs.
- ERO cadre has the potential to multiply x6 or more.
- Volunteer Organizations can expand and share resources under a structured format (ie. CERT, CISM)

Southeast Idaho Regional EOC Concept**Executive Summary**

08212024

Purpose: This document outlines the concept for a regional EOC in Southeastern Idaho created to support response and recovery for a medium to large scale event in the area, possibly involving multiple counties/tribes.

Concept Summary: Multiple natural and man-made hazards pose a regional threat to jurisdictions in Southeast Idaho. Also, the rural nature of most of the counties create a situation in which those counties will have a difficult time providing EOC activities in addition to the on-scene response. A regional EOC provides immediate, pre-coordinated EOC activities to support the on-scene response and establish the foundation for any required longer-term staffing requirements.

Mutual Aid Agreements: The Regional EOC will require an agreement between the participating jurisdictions to support each other immediately for up to 48 hours with the home agency covering all liability aspects of the employee. This agreement will be similar to the Reciprocal Fire Fighting Agreement coordinated by the Eastern Idaho Fire Chiefs. This agreement provides the foundation for the immediate response of local staff while IMAST or other resources are requested/deployed. This agreement will include a review of operating principles required to work in the regional EOC.

Concept of Operations:

1. In the event of a large single-county event (i.e. school security breach) or an event that impacts multiple jurisdictions, the impacted jurisdictions can request regional EOC activation.
2. Pre-designated staff from local jurisdictions (ie emergency managers, PIOs, etc) respond immediately with desired equipment (laptop, cell phone, internet hotspot) to conduct immediate action support activities such as gathering situational awareness, tracking resources, notifications both internal and external, and coordinating with on-scene commanders for future planning needs.
3. If needed the initial Regional EOC staff can request IMAST or IOEM staff support to provide activity support for a timeframe dependent on the situation. Deployment of the IMAST or IOEM staff will be determined via standard Request for Assistance (RFA) processes within WebEOC.
4. The Regional EOC continues to operate in support of the incident following NIMS processes, winding down as necessary as determined by the incident needs.

Regional EOC Operating Principles

1. Local leadership maintains authority over all Regional EOC activities including resource requests and PIO releases, even if physically separated from the Regional EOC.
2. Local leadership maintains all spending authorities and liabilities for the event.
3. The regional EOC acts as an extension of the local jurisdiction EOC and can support multiple local jurisdictions simultaneously. The regional EOC does not act as a "higher-headquarters" to the local jurisdiction.
4. The regional EOC will generally be located in Bannock County in a location TBD.
5. The regional EOC should have a source for administrative supplies or be able to stocked quickly.
6. The regional EOC supports the local jurisdiction, providing regular NIMS/EOC duties while also providing subject-matter-expert and technical-consultation activities to the local leadership.
7. Regional EOC training and exercises are supported by southeast Idaho jurisdictions as needed.

EOC Proposed Project
SICOG BUILDING

Demolition	\$	1,000.00
Metal Stud Framing	\$	2,000.00
Drywall	\$	1,250.00
Tape and Texture	\$	200.00
Paint	\$	750.00
Doors and hardware	\$	3,000.00
Electrical Rough-in	\$	2,500.00
Electrical Trim out	\$	3,500.00
Rubber base	\$	750.00
I.T.	\$	5,000.00
Mounts and surface mount	\$	3,500.00
TOTAL ESTIMATE	\$	23,450.00

** Assumes electrical service is code compliant

** No carpet included

** No lighting included



FOR COMMISSION OFFICE USE:	
DATE _____	TIME _____

Agenda Request Form

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Email this completed form and any supporting documents to agendarequest@bannockcounty.us by 5:00 PM the Wednesday prior to the scheduled meeting.

Name/Department: Jared Marchand / Drug Cou **Phone/Email:** 208-236-7010 jaredm@ban

Item to be considered: Request from opioid funds for treatment equipment

Informational background:

This request is being made from the Bannock County Opioid Settle

1. What meeting are you requesting? 9/17/24
2. How much time will be needed for this agenda item? 5 minutes or less
3. Is Commission action requested (decision, approval, signature, or guidance)? Approval
4. Does this request involve a contract, agreement, external funding source, or award acceptance? NO
5. What is the potential financial impact of this request? \$1,345.98
6. Have all supporting documents been included with this form? YES
7. Will you be using presentation software or have other presentation needs? (if YES, provide presentation with this form) NO
8. Name and contact information for others who should be invited to attend:

Ashley Bringhurst - D6 Director

DISTRICT COURT
SIXTH JUDICIAL DISTRICT
STATE OF IDAHO

Jared Marchand
Treatment Court District Manager
Sixth Judicial District
Phone (208)236-7010
Fax (208)236-7011



Bannock County Courthouse
624 East Center #305
Pocatello, ID 83201

September 5, 2024

To: Kristi Klauser – Bannock County Comptroller
Bannock County Commissioners

From: Jared Marchand – Treatment Court District Manager
Ashley Bringham – D6 Treatment Director

RE: Use of OPOID funds for Bannock County D6 Equipment

When reviewing Part 1, Exhibit A, Approved Opioid Abatement Strategies under section A and B there are several subsections this equipment will achieve.

TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.
2. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
3. Treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.

SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.

This request is being made from the Bannock County Opioid Settlement Fund to provide D6 Treatment with equipment to support treatment and recovery support services. The requested equipment will help expand the availability of SUD and mental health treatment to participants by giving D6 another modality to provide counseling and group services thus expanding telehealth for the agency. Funds are being requested for a meeting OWL, Television and Television Cart. This will give D6 the ability to add one more group room with the technology to provide essential counseling and recovery services to participants. As Directors, we see the effect opiates have on our community, participants, their families, and our treatment courts and feel it very important that we are able to expand telehealth services.

Below is an approximate cost of the additional equipment for D6:

Expense	Cost	Purchased from
Meeting Owl	\$ 1,049.00	Owllabs.com
VIZIO 43" TV	\$ 168.00	Walmart.com
Perlegear Mobile TV Stand with Power Outlet, Tilt & Swivel Rolling TV Cart	\$ 119.99	Amazon.com
HDMI Cable	\$ 8.99	Amazon.com
Total:	\$ 1,345.98	

Please let us know if you need any further information. We are happy to help in which ever way best supports the county, our entire team and agency from Auditing, D6 and the Court.

Sincerely,

Jared Marchand

Jared Marchand
Treatment Court District Manger

Ashley Bringhurst

Ashley Bringhurst
D6 Treatment Director



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

AGENDA REQUEST FORM

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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 1) potential signature on contract for Annex Lighting Invitation to Bid with Razor Electric, LLC. and 2) potential signature on contract for Detention Center Cement Polishing Request for Proposal with Roberts Shine & Line, LLC

How much time will be needed? Meeting date requested:

5 minutes

9/17/24

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:

Daniel Kendall and Levi Waldron

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

Commissioner Office Only:

Date: _____ Time: _____



Independent Contactor Agreement

Procurement Contract Number 2024.033

Project Name: Annex Lighting

Contractor: Razor Electric, LLC

AGREEMENT made between Bannock County, a political subdivision of the state of Idaho, herein "COUNTY" and Razor Electric, LLC herein "CONTRACTOR".

THE PARTIES AGREE AS FOLLOWS:

1. **SCOPE OF WORK:** COUNTY engages CONTRACTOR to perform the work associated with the Annex Lighting Invitation to Bid as referenced and incorporated hereto.

2. **EFFECTIVE DATE:** Contract for said services rendered from date contract is fully executed through June 30, 2025.

3. **COMPENSATION:** COUNTY agrees to pay CONTRACTOR for their services rendered under this Agreement an amount not to exceed the total sum of \$ 120,270.00. The parties agree that CONTRACTOR will invoice COUNTY for payment under this Agreement for services rendered herein. CONTRACTOR verifies that it has reviewed the scope of work to be performed under this Agreement and agrees that in CONTRACTOR's professional judgement, the work can and shall be completed for costs within the maximum amount set forth in this Agreement.

4. **NOTICES:** Any and all notices required or permitted to be given by either party hereto, unless otherwise stated in this Agreement, shall be in writing and be deemed communicated when mailed in the United States mail, certified, return receipt requested, addressed as follows:

Bannock County	Razor Electric, LLC
Commission Office	Bryan Povey
624 East Center, Room 101	1050 Dolostone Drive
Pocatello, Idaho 83201	Pocatello, Idaho 83201

Either party may change their address for the purpose of this paragraph by giving written notice of such change to the other in the manner provide by Section 4 (Notices) herein.

5. **INDEPENDENT CONTRACTOR RELATIONSHIP:** CONTRACTOR is an independent contractor and is not an employee, servant, agent, partner, or joint venture of COUNTY. COUNTY shall determine the work to be done by CONTRACTOR, but CONTRACTOR shall determine the legal means by which it accomplishes the work specified by COUNTY.

6. **BEST EFFORTS:** CONTRACTOR represents that CONTRACTOR will at all times faithfully, industriously and to the best of its ability, experience and talent, perform to COUNTY's reasonable satisfaction.

7. **FEDERAL, STATE, AND LOCAL PAYROLL TAXES:** Neither federal, state or local income taxes, nor payroll taxes of any kind shall be withheld and paid by COUNTY on behalf of CONTRACTOR or the employees of CONTRACTOR. CONTRACTOR shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes. CONTRACTOR understands that it is responsible to pay, according to law, CONTRACTOR's income tax. CONTRACTOR further understands that it may be liable for self-employment (Social Security) tax to be paid by CONTRACTOR according to law.

8. **LICENSES AND LAW:** COUNTY relies upon CONTRACTOR's professional ability and training as material inducement to enter into this agreement. CONTRACTOR represents that it possesses the



Independent Contactor Agreement

Procurement Contract Number 2024.033

skill and experience necessary and all licenses required to perform the services under this agreement. *CONTRACTOR* further agrees to comply with all applicable laws in the performance of the services hereunder. COUNTY's acceptance of *CONTRACTOR*'s work shall not constitute a waiver or release of *CONTRACTOR* from professional responsibility.

9. FRINGE BENEFITS: Because *CONTRACTOR* is engaged in its own independently established business, *CONTRACTOR* is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plans of COUNTY.

10. WORKER'S COMPENSATION: *CONTRACTOR* shall maintain in full force and effect worker's compensation for *CONTRACTOR* and any agents, employees, and staff that the *CONTRACTOR* may employ, and provide proof to COUNTY of such coverage or that such worker's compensation insurance is not required under the circumstances.

11. EQUIPMENT, TOOLS, MATERIALS OR SUPPLIES: *CONTRACTOR* shall supply, at *CONTRACTOR*'s sole expense, all equipment, tools, materials and/or supplies to accomplish the services to be provided.

12. ASSIGNMENT: It is expressly agreed and understood by the parties hereto, that *CONTRACTOR* shall not have the right to assign, transfer, hypothecate or sell any of its rights under this Agreement except upon the prior express written consent of COUNTY.

13. CHANGES: COUNTY may, from time to time, request changes in the Services to be performed hereunder. Such changes, and any increase or decrease in *CONTRACTOR*'S compensation, shall be effective only if they are in the form of mutually executed written amendment(s) to this Agreement.

The party desiring the revision shall request amendment(s) to the terms and conditions of this Agreement in writing. Any adjustment to this Agreement shall be effective only upon the parties' mutual execution of an amendment in writing.

No verbal agreements or conversations prior to execution of the Agreement or requested amendment shall affect or modify any of the terms or conditions of this Agreement unless reduce to writing according to the applicable provisions of this Agreement.

14. NON-APPROPRIATION: Expenditures not appropriated by COUNTY in its current fiscal year budget are deemed to be contingent liabilities only and are subject to appropriation in subsequent fiscal year budgets. In the event no funds or insufficient funds are appropriated and budgeted in any subsequent fiscal period by COUNTY for performance under this Agreement, COUNTY shall notify the other party(ies) and this Agreement shall terminate. Payments under this agreement shall be completed to the date of notification, except that no payment shall be made or due under this Agreement beyond those amounts appropriated and budgeted by COUNTY to fund payments under this Agreement.

15. TERMINATION FOR CAUSE: If, through any cause, *CONTRACTOR* shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if *CONTRACTOR* shall violate any of the covenants, agreements, or stipulations, of this Agreement, COUNTY shall thereupon have the right to terminate this Agreement by giving written notice to *CONTRACTOR* of such termination and specifying the effective date thereof at least fifteen (15) days before the effective date of such termination. If this Agreement is terminated for cause, *CONTRACTOR* shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, *CONTRACTOR* shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by *CONTRACTOR*, and COUNTY may withhold any payments to *CONTRACTOR* for the purposes of set-off until such time as the exact amount of damages due COUNTY from *CONTRACTOR* is determined. This provision shall survive the termination of this Agreement and shall not relieve *CONTRACTOR* of its liability to COUNTY for damages.



Independent Contactor Agreement

Procurement Contract Number 2024.033

16. TERMINATION FOR CONVENIENCE: Either COUNTY or CONTRACTOR may terminate this Agreement at any time by giving at least thirty (30) days' notice in writing. If the Agreement is terminated by COUNTY as provided herein, CONTRACTOR will be paid an amount which bears the same ratio to the total compensation as the work actually performed bear to the total services of CONTRACTOR covered by this Agreement, less payments of compensation previously made. If this Agreement is terminated due to the fault of CONTRACTOR, Section 15 (Termination for Cause) hereof relative to termination will apply.

17. WARRANTY: CONTRACTOR warrants that all materials and goods supplied under this Agreement shall be of good merchantable quality and that all services will be performed in a good workmanlike manner. CONTRACTOR acknowledges that it will be liable for any breach of this warranty.

18. INDEMNITY AND INSURANCE PROVISIONS: In respects to all acts or omissions which do not arise directly out of the performance of professional services including, but not limited to those acts or omissions normally covered by general and automobile liability insurance, CONTRACTOR agrees to indemnify, defend (at COUNTY's option), and hold harmless COUNTY, its officers, agents, employees, representatives, and volunteers from and against any and all claims, demands, defense costs, liability, or consequential damages of any kind or nature arising out of or in connection with CONTRACTOR's (or CONTRACTOR's subcontractors, if any) performance or failure to perform, under the terms of this contract; excepting those which arise out of the sole negligence of COUNTY.

Without limiting COUNTY's right to indemnification, it is agreed that CONTRACTOR shall secure prior to commencing any activities under this Agreement, and maintain during the term of this Agreement, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under this Agreement and the result of that work by CONTRACTOR, Contractor's agents, representatives, employee, or sub-contractors. Minimum insurance coverage as follows:

1. Worker's compensation and Employer's Liability insurances as required by Idaho statutes.
2. Comprehensive general liability insurance or commercial general liability insurance, including coverage for premises, operations, products and completed operations, contractual liability, personal injury liability, products/completed operations liability, broad-form property damage (if applicable) and independent contractor's liability (if applicable), in an amount of not less than Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury, personal injury and property damage, or the full per occurrence limits of the policy, whichever is greater, combined single limit, written on an occurrence form.
3. Comprehensive automobile liability coverage including, as applicable, owned, non-owned and hired autos, in an amount of not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage, combined single limit, written on an occurrence form.

COUNTY is hereby authorized to reduce the requirements set forth above in the event it determines that such reduction is in the COUNTY's best interest.

Each insurance policy required by this Agreement shall contain the following clauses:

1. This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice has been given to the Auditing Department of COUNTY.
2. It is agreed that any insurance maintained by COUNTY shall apply in excess of and not contribute with insurance provided by this policy.

Each insurance policy required by this Agreement, excepting policies for worker's compensation, shall contain the following clause:



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COUNTY, its officers, agents, employees, representatives and volunteers are added as additional insureds as respects operations and activities of, or on behalf of, the named insured, performed under contract with COUNTY. Prior to commencing any work under this Agreement, CONTRACTOR shall deliver to COUNTY insurance certificates confirming the existence of the insurance required by this Agreement, and including the applicable clauses referenced above. Also, within thirty (30) days of the execution date of this Agreement, CONTRACTOR shall provide to COUNTY endorsements to the above-required policies, which add to these policies the applicable clauses referenced above. Said endorsements shall be signed by an authorized representative of the insurance company and shall include the signature's company affiliation and title. Should it be deemed necessary by COUNTY, it shall be CONTRACTOR's responsibility to see that COUNTY receives documentation acceptable to COUNTY which sustains that the individual signing said endorsements is indeed authorized to do so by the insurance company. Also, COUNTY has the right to demand, and to receive within a reasonable time period, copies of any insurance policies required under this Agreement.

In addition to any other remedies COUNTY may have if CONTRACTOR fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, COUNTY may, at its sole option:

1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
 - a. Order CONTRACTOR to stop work under this Agreement and/or withhold any payment(s) which become due to CONTRACTOR hereunder until CONTRACTOR demonstrates compliance with the requirements hereof.
 - b. Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies COUNTY may have and is not the exclusive remedy for CONTRACTOR's failure to maintain insurance or secure appropriate endorsements.

Nothing herein contained shall be construed as limiting in any way the extent to which CONTRACTOR may be held responsible for payments of damages to persons or property resulting from CONTRACTOR's, or its subcontractor's, performance of the work covered under this Agreement.

If CONTRACTOR maintains higher limits than the minimums shown above, COUNTY is entitled to coverage for the higher limits maintained by CONTRACTOR. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to the COUNTY. No representation is made that the minimums shown above are sufficient to cover the indemnity or other obligations of the CONTRACTOR under this Agreement.

19. BONDS: The CONTRACTOR will furnish bonds acceptable to the COUNTY, before execution of the Contractor Agreement, for a sum equal to 100% of the amount of the contract for a Performance and Payment Bonds. Change Order(s) may require supplementary bond rider(s).

20. NONWAIVER: Failure of either party to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.

21. CHOICE OF LAW: The parties have executed and delivered this Agreement in the County of Bannock, State of Idaho. The laws of the State of Idaho shall govern the validity, enforceability, or interpretation of the Agreement. Bannock County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Agreement. Any dispute under this Agreement, or related to this Agreement, shall be decided in accordance with the laws of the State of Idaho.

22. CONFLICTS IN THE AGREEMENT DOCUMENTS: The Agreement documents are intended to be complementary and interpreted in harmony so as to avoid conflict. In the event of conflict in the



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Agreement documents, the parties agree that the document providing the highest quality and level of services to the County shall supersede any inconsistent term in these documents.

23. ANTI-BOYCOTT AGAINST ISRAEL ACT: If this Agreement has a total potential value of \$100,000 or more and if CONTRACTOR is a company with ten (10) or more employees, then pursuant to Idaho Code §67-2346, CONTRACTOR affirmatively states that it does not boycott Israel and will not boycott Israel during the term of this Agreement. In this paragraph, the terms "company" and "boycott Israel" shall have the meanings described in Idaho Code §67-2346.

24. USE OF FEDERAL FUNDS: Federal funding will be used to fund all or a portion of the contract. The contractor will comply with all applicable federal law, regulations, executive orders, and the federal funding department's policies, procedures, and directives.

The federal government is not a party to this contract and is not subject to any obligations or liabilities to Bannock County, contractor, or any other party pertaining to any matter resulting from the contract.

That 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract, which prohibits submitting false or fraudulent claims for payment to the federal government.

200 CFR 200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible, which must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

41 CFR part 60 - Equal Employment Opportunity. During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to



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race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

40 U.S.C. 3701-3708 Contract Work Hours and Safety Standards Act. For any contract over \$100,000, compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5) is required for construction work that will involve employment of mechanics or laborers. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set



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forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* Bannock County must, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

For contracts that are only subject to Contract Work Hours and Safety Standards Act and are not subject to the Davis Bacon Act, the following provisions apply:

(1) The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the federal funding agency and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

(3) The clauses above must be included in any subcontract.

37 CFR Part 401 Rights to Inventions Made Under a Contract or Agreement. If the contract includes assignment or performance of experimental, developmental, or research work, the contractor must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

42 U.S.C. 7401-7671q. Clean Air Act and 33 U.S.C. 1251-1387 Federal Water Pollution Control Act, as amended. This provision applies if the contract or subgrant is in excess of \$150,000. Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.* The contractor agrees to report each violation



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to Bannock County and understands and agrees that Bannock County will, in turn, report each violation as required to assure notification to the federal funding agency, and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract financed in whole or in part with federal assistance.

2 CFR §180.905 Debarment and Suspension (Executive Orders 12549 and 12689). This contract is a covered transaction for purposes of 2 C.F.R. Part 180. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935) from receiving federal funds as listed on the governmentwide exclusions in the System for Award Management (SAM).

The contractor must comply with 2 C.F.R. Part 180, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by Bannock County. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C, in addition to remedies available to Bannock County, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The contractor certifies it is not excluded or disqualified and agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C throughout the period of any contract that may arise from this offer. The contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

2 CFR §200.323 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000.

In the performance of this contract, the Contractor must make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

Information about the recommended recycled content of the following products is available at EPA's Comprehensive Procurement Guidelines webpage: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>:

Construction Products: Building insulation, Carpet (polyester), Carpet cushion, Cement and concrete, Consolidated and reprocessed latex paint, Floor tiles, Flowable fill, Laminated paperboard, Modular threshold ramps, Nonpressure pipe, Patio blocks, Railroad grade crossing surfaces, Roofing materials, Shower and restroom dividers/partitions, Structural fiberboard, Proposed: Nylon carpet and nylon carpet backing

Landscaping Products: Compost and fertilizer made from recovered organic materials, Garden and



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soaker hoses, Hydraulic mulch, Lawn and garden edging, Plastic lumber landscaping timbers and posts

Miscellaneous Products: Awards and plaques, Bike racks, Blasting grit, Industrial drums, Manual-grade strapping, Mats, Pallets, Signage, Sorbents

Nonpaper Office Products: Binders, Clipboards, File folders, Clip portfolios, Presentation folders, Office furniture, Office recycling containers, Office waste receptacles, Plastic desktop accessories, Plastic envelopes, Plastic trash bags, Printer ribbons, Toner cartridges

Paper and Paper Products: Commercial/industrial sanitary tissue products, Miscellaneous papers, Newsprint, Paperboard and packaging products, Printing and writing papers

Park and Recreation Products: Park benches and picnic tables, Plastic fencing, Playground equipment, Playground surfaces, Running tracks

Transportation Products: Channelizers, Delineators, Flexible delineators, Parking stops, Traffic barricades, Traffic cones

Vehicular Products: Engine coolants, Rebuilt vehicular parts, Re-refined lubricating oils, Retread tires

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

2 CFR §200.216 Prohibition on certain telecommunications and video surveillance services or equipment. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

Bannock County and any contractors or subcontractors are prohibited from obligating or expending grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.



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- (c) See Public Law 115-232, section 889 for additional information.
- (d) See also §200.471.

2 CFR §200.322 Domestic preferences for procurements. As appropriate and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

2 CFR 175.15(a) Trafficking in Persons. Contractor must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.

1. Contractor, contractor's employees, subcontractors under this contract, and subcontractor's employees may not:

- i. Engage in severe forms of trafficking in persons during the period of time that the contract is in effect;
- ii. Procure a commercial sex act during the period of time that the contract is in effect; or
- iii. Use forced labor in the performance of the contract or subcontracts.

2. Contractor must notify Bannock County immediately of any information received from any source alleging a violation of a prohibition in this clause.

3. If the federal funding agency unilaterally terminates the funding award, thereby terminating this contract, for violations of this section:

- i. It implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended ([22 U.S.C. 7104\(g\)](#)), and
- ii. Is in addition to all other remedies for noncompliance that are available to us under this award.

4. Contractor must include the requirements of this section in any subcontract.

2 CFR 200.318 Conflict of Interest. Contractor must maintain written standards of conduct for conflicts of interest for staff engaged in selection of an award and administration of contracts, and standards for conduct covering organizational conflicts of interest.

22 CFR 140 Prohibition of Assistance to Drug Traffickers. In accordance with 22 USC 2291f, the Contractor is required to abide by the policy and procedures codified at 22 CFR 140, which is designed to ensure that federal assistance funds are not provided to or through any individual or entity that: (1) Has been convicted of a violation of, or a conspiracy to violate, any law or regulation of the United States, a State or the District of Columbia, or a foreign country relating to narcotic or psychotropic drugs or other controlled substances; or (2) Is or has been an illicit trafficker in any such controlled substance or is or has been a knowing assistor, abettor, conspirator, or colluder with others in the illicit trafficking in any such substance.



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41 USC 4712 Protection for Whistleblowers. Contractor, and any lower subcontractors, may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The list of persons and entities referenced in the paragraph above includes the following:

- i. A member of Congress or a representative of a committee of Congress;
- ii. An Inspector General;
- iii. The Government Accountability Office;
- iv. A federal employee responsible for contract or grant oversight or management;
- v. An authorized official of the Department of Justice or other law enforcement agency;
- vi. A court or grand jury; or
- vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

Contractor, and any subcontractor, shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

Discrimination Prohibition. Contractor must comply with the requirements in the following statutes and regulations prohibiting discrimination, including, but not limited to, the following:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.), which prohibits discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance.
- B. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.), which prohibits discrimination on the basis of sex under federally assisted education programs or activities.
- C. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.
- D. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), which prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance.
- E. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), including the ADA Amendments Act of 2008 (Public Law 110-325, which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation.
- F. 28 CFR Part 38, which prohibits discrimination on the basis of religion, a religious belief, refusal to hold a religious belief, or refusal to participate in religious practice.

Executive Order 13043, 62 FR 19217 Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

Executive Order 13513, 74 FR 51225. Contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers.

Access to Records Contractor agrees to provide Bannock County, the federal funding agency, the Comptroller General of the United States, or any of their authorized representatives access to any books,



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documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide Bannock County or an authorized representative of the federal funding agency access to construction or other work sites pertaining to the work being completed under the contract.

25. ENTIRE AGREEMENT: This is the entire Agreement, including any exhibits referenced, between the parties and there are no inducements, promises, terms, conditions, or obligations made or entered into by COUNTY or CONTRACTOR other than those contained in it. Parties acknowledge this Agreement can only be modified or amended in writing by the parties.

26. SEVERABILITY: If any part of this Agreement is held unenforceable, the remaining portions of the Agreement will nevertheless remain in full force and effect.

27. ATTORNEY FEES: Reasonable attorney fees shall be awarded to the prevailing party in any action to enforce this Agreement or to declare forfeiture or termination of this Agreement.

28. SIGNATURE AUTHORITY: The parties executing this agreement certify that they have the proper authority to bind their respective entities to all terms and conditions set forth in this agreement.

DATED this 17th day of Sept., 2024.

COUNTY:

BANNOCK COUNTY COMMISSIONERS

Ernie Moser, Chairman

Jeff Hough, Commissioner

John Crowder, Commissioner

ATTEST:

Clerk of Bannock County

SUPPLIER:

Razor Electric, LLC

By [Signature]

(Name)

Its Owner

(Title or Office)

WITNESS:
[Signature]

(Signature of Witness or Notary Public)



Independent Contactor Agreement

Procurement Contract Number 2024.032

Project Name: Detention Center Cement Polishing

Contractor: Roberts Shine & Line, LLC

AGREEMENT made between Bannock County, a political subdivision of the State of Idaho, herein "*COUNTY*" and Roberts Shine & Line, LLC herein "*CONTRACTOR*".

THE PARTIES AGREE AS FOLLOWS:

1. SCOPE OF WORK: *COUNTY* engages *CONTRACTOR* to perform the work associated with the Detention Center Cement Polishing Request for Proposal as referenced and incorporated hereto.

2. EFFECTIVE DATE: Contract for said services rendered from date contract is fully executed through June 30, 2025.

3. COMPENSATION: *COUNTY* agrees to pay *CONTRACTOR* for their services rendered under this Agreement an amount not to exceed the total sum of \$ 131,798.50. The parties agree that *CONTRACTOR* will invoice *COUNTY* for payment under this Agreement for services rendered herein. *CONTRACTOR* verifies that it has reviewed the scope of work to be performed under this Agreement and agrees that in *CONTRACTOR*'s professional judgement, the work can and shall be completed for costs within the maximum amount set forth in this Agreement.

4. NOTICES: Any and all notices required or permitted to be given by either party hereto, unless otherwise stated in this Agreement, shall be in writing and be deemed communicated when mailed in the United States mail, certified, return receipt requested, addressed as follows:

Bannock County

Commission Office

624 East Center, Room 101

Pocatello, Idaho 83201

Roberts Shine & Line, LLC

Rand Roberts

8095 North Westside Hwy

Clifton, Idaho 83228

Either party may change their address for the purpose of this paragraph by giving written notice of such change to the other in the manner provide by Section 4 (Notices) herein.

5. INDEPENDENT CONTRACTOR RELATIONSHIP: *CONTRACTOR* is an independent contractor and is not an employee, servant, agent, partner, or joint venture of *COUNTY*. *COUNTY* shall determine the work to be done by *CONTRACTOR*, but *CONTRACTOR* shall determine the legal means by which it accomplishes the work specified by *COUNTY*.

6. BEST EFFORTS: *CONTRACTOR* represents that *CONTRACTOR* will at all times faithfully, industriously and to the best of its ability, experience and talent, perform to *COUNTY*'s reasonable satisfaction.

7. FEDERAL, STATE, AND LOCAL PAYROLL TAXES: Neither federal, state or local income taxes, nor payroll taxes of any kind shall be withheld and paid by *COUNTY* on behalf of *CONTRACTOR* or the employees of *CONTRACTOR*. *CONTRACTOR* shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes. *CONTRACTOR* understands that it is responsible to pay, according to law, *CONTRACTOR*'s income tax. *CONTRACTOR* further understands that it may be liable for self-employment (Social Security) tax to be paid by *CONTRACTOR* according to law.



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8. LICENSES AND LAW: COUNTY relies upon CONTRACTOR's professional ability and training as material inducement to enter into this agreement. CONTRACTOR represents that it possesses the skill and experience necessary and all licenses required to perform the services under this agreement. CONTRACTOR further agrees to comply with all applicable laws in the performance of the services hereunder. COUNTY's acceptance of CONTRACTOR's work shall not constitute a waiver or release of CONTRACTOR from professional responsibility.

9. FRINGE BENEFITS: Because CONTRACTOR is engaged in its own independently established business, CONTRACTOR is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plans of COUNTY.

10. WORKER'S COMPENSATION: CONTRACTOR shall maintain in full force and effect worker's compensation for CONTRACTOR and any agents, employees, and staff that the CONTRACTOR may employ, and provide proof to COUNTY of such coverage or that such worker's compensation insurance is not required under the circumstances.

11. EQUIPMENT, TOOLS, MATERIALS OR SUPPLIES: CONTRACTOR shall supply, at CONTRACTOR's sole expense, all equipment, tools, materials and/or supplies to accomplish the services to be provided.

12. ASSIGNMENT: It is expressly agreed and understood by the parties hereto, that CONTRACTOR shall not have the right to assign, transfer, hypothecate or sell any of its rights under this Agreement except upon the prior express written consent of COUNTY.

13. CHANGES: COUNTY may, from time to time, request changes in the Services to be performed hereunder. Such changes, and any increase or decrease in CONTRACTOR'S compensation, shall be effective only if they are in the form of mutually executed written amendment(s) to this Agreement.

The party desiring the revision shall request amendment(s) to the terms and conditions of this Agreement in writing. Any adjustment to this Agreement shall be effective only upon the parties' mutual execution of an amendment in writing.

No verbal agreements or conversations prior to execution of the Agreement or requested amendment shall affect or modify any of the terms or conditions of this Agreement unless reduce to writing according to the applicable provisions of this Agreement.

14. NON-APPROPRIATION: Expenditures not appropriated by COUNTY in its current fiscal year budget are deemed to be contingent liabilities only and are subject to appropriation in subsequent fiscal year budgets. In the event no funds or insufficient funds are appropriated and budgeted in any subsequent fiscal period by COUNTY for performance under this Agreement, COUNTY shall notify the other party(ies) and this Agreement shall terminate. Payments under this agreement shall be completed to the date of notification, except that no payment shall be made or due under this Agreement beyond those amounts appropriated and budgeted by COUNTY to fund payments under this Agreement.

15. TERMINATION FOR CAUSE: If, through any cause, CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if CONTRACTOR shall violate any of the covenants, agreements, or stipulations, of this Agreement, COUNTY shall thereupon have the right to terminate this Agreement by giving written notice to CONTRACTOR of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination. If this Agreement is terminated for cause, CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, CONTRACTOR shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by CONTRACTOR, and COUNTY may withhold any payments to CONTRACTOR for the purposes of set-off until such time as the exact amount of damages due COUNTY from CONTRACTOR is determined. This provision shall survive the



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termination of this Agreement and shall not relieve CONTRACTOR of its liability to COUNTY for damages.

16. TERMINATION FOR CONVENIENCE: Either COUNTY or CONTRACTOR may terminate this Agreement at any time by giving at least thirty (30) days' notice in writing. If the Agreement is terminated by COUNTY as provided herein, CONTRACTOR will be paid an amount which bears the same ratio to the total compensation as the work actually performed bear to the total services of CONTRACTOR covered by this Agreement, less payments of compensation previously made. If this Agreement is terminated due to the fault of CONTRACTOR, Section 15 (Termination for Cause) hereof relative to termination will apply.

17. WARRANTY: CONTRACTOR warrants that all materials and goods supplied under this Agreement shall be of good merchantable quality and that all services will be performed in a good workmanlike manner. CONTRACTOR acknowledges that it will be liable for any breach of this warranty.

18. INDEMNITY AND INSURANCE PROVISIONS: In respects to all acts or omissions which do not arise directly out of the performance of professional services including, but not limited to those acts or omissions normally covered by general and automobile liability insurance, CONTRACTOR agrees to indemnify, defend (at COUNTY's option), and hold harmless COUNTY, its officers, agents, employees, representatives, and volunteers from and against any and all claims, demands, defense costs, liability, or consequential damages of any kind or nature arising out of or in connection with CONTRACTOR's (or CONTRACTOR's subcontractors, if any) performance or failure to perform, under the terms of this contract; excepting those which arise out of the sole negligence of COUNTY.

Without limiting COUNTY's right to indemnification, it is agreed that CONTRACTOR shall secure prior to commencing any activities under this Agreement, and maintain during the term of this Agreement, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under this Agreement and the result of that work by CONTRACTOR, Contractor's agents, representatives, employee, or sub-contractors. Minimum insurance coverage as follows:

1. Worker's compensation and Employer's Liability insurances as required by Idaho statutes.
2. Comprehensive general liability insurance or commercial general liability insurance, including coverage for premises, operations, products and completed operations, contractual liability, personal injury liability, products/completed operations liability, broad-form property damage (if applicable) and independent contractor's liability (if applicable), in an amount of not less than Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury, personal injury and property damage, or the full per occurrence limits of the policy, whichever is greater, combined single limit, written on an occurrence form.
3. Comprehensive automobile liability coverage including, as applicable, owned, non-owned and hired autos, in an amount of not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage, combined single limit, written on an occurrence form.

COUNTY is hereby authorized to reduce the requirements set forth above in the event it determines that such reduction is in the COUNTY's best interest.

Each insurance policy required by this Agreement shall contain the following clauses:

1. This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice has been given to the Auditing Department of COUNTY.
2. It is agreed that any insurance maintained by COUNTY shall apply in excess of and not contribute with insurance provided by this policy.



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Each insurance policy required by this Agreement, excepting policies for worker's compensation, shall contain the following clause:

COUNTY, its officers, agents, employees, representatives and volunteers are added as additional insureds as respects operations and activities of, or on behalf of, the named insured, performed under contract with COUNTY. Prior to commencing any work under this Agreement, CONTRACTOR shall deliver to COUNTY insurance certificates confirming the existence of the insurance required by this Agreement, and including the applicable clauses referenced above. Also, within thirty (30) days of the execution date of this Agreement, CONTRACTOR shall provide to COUNTY endorsements to the above-required policies, which add to these policies the applicable clauses referenced above. Said endorsements shall be signed by an authorized representative of the insurance company and shall include the signature's company affiliation and title. Should it be deemed necessary by COUNTY, it shall be CONTRACTOR's responsibility to see that COUNTY receives documentation acceptable to COUNTY which sustains that the individual signing said endorsements is indeed authorized to do so by the insurance company. Also, COUNTY has the right to demand, and to receive within a reasonable time period, copies of any insurance policies required under this Agreement.

In addition to any other remedies COUNTY may have if CONTRACTOR fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, COUNTY may, at its sole option:

1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
 - a. Order CONTRACTOR to stop work under this Agreement and/or withhold any payment(s) which become due to CONTRACTOR hereunder until CONTRACTOR demonstrates compliance with the requirements hereof.
 - b. Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies COUNTY may have and is not the exclusive remedy for CONTRACTOR's failure to maintain insurance or secure appropriate endorsements.

Nothing herein contained shall be construed as limiting in any way the extent to which CONTRACTOR may be held responsible for payments of damages to persons or property resulting from CONTRACTOR's, or its subcontractor's, performance of the work covered under this Agreement.

If CONTRACTOR maintains higher limits than the minimums shown above, COUNTY is entitled to coverage for the higher limits maintained by CONTRACTOR. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to the COUNTY. No representation is made that the minimums shown above are sufficient to cover the indemnity or other obligations of the CONTRACTOR under this Agreement.

19. NONWAIVER: Failure of either party to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.

20. CHOICE OF LAW: The parties have executed and delivered this Agreement in the County of Bannock, State of Idaho. The laws of the State of Idaho shall govern the validity, enforceability, or interpretation of the Agreement. Bannock County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Agreement. Any dispute under this Agreement, or related to this Agreement, shall be decided in accordance with the laws of the State of Idaho.

21. CONFLICTS IN THE AGREEMENT DOCUMENTS: The Agreement documents are intended to be complementary and interpreted in harmony so as to avoid conflict. In the event of conflict in the Agreement documents, the parties agree that the document providing the highest quality and level of services to the County shall supersede any inconsistent term in these documents.



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22. ANTI-BOYCOTT AGAINST ISRAEL ACT: If this Agreement has a total potential value of \$100,000 or more and if CONTRACTOR is a company with ten (10) or more employees, then pursuant to Idaho Code §67-2346, CONTRACTOR affirmatively states that it does not boycott Israel and will not boycott Israel during the term of this Agreement. In this paragraph, the terms “company” and “boycott Israel” shall have the meanings described in Idaho Code §67-2346.

23. USE OF FEDERAL FUNDS: Federal funding will be used to fund all or a portion of the contract. The contractor will comply with all applicable federal law, regulations, executive orders, and the federal funding department’s policies, procedures, and directives.

The federal government is not a party to this contract and is not subject to any obligations or liabilities to Bannock County, contractor, or any other party pertaining to any matter resulting from the contract.

That 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor’s actions pertaining to this contract, which prohibits submitting false or fraudulent claims for payment to the federal government.

200 CFR 200.321 Contracting with small and minority businesses, women’s business enterprises, and labor surplus area firms. If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women’s business enterprises, and labor surplus area firms are used when possible, which must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

41 CFR part 60 - Equal Employment Opportunity. During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or



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applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

40 U.S.C. 3701-3708 Contract Work Hours and Safety Standards Act. For any contract over \$100,000, compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5) is required for construction work that will involve employment of mechanics or laborers. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United



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States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* Bannock County must, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

For contracts that are only subject to Contract Work Hours and Safety Standards Act and are not subject to the Davis Bacon Act, the following provisions apply:

(1) The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the federal funding agency and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

(3) The clauses above must be included in any subcontract.

37 CFR Part 401 Rights to Inventions Made Under a Contract or Agreement. If the contract includes assignment or performance of experimental, developmental, or research work, the contractor must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

42 U.S.C. 7401-7671q. Clean Air Act and 33 U.S.C. 1251-1387 Federal Water Pollution Control Act, as amended. This provision applies if the contract or subgrant is in excess of \$150,000. Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.* The contractor agrees to report each violation to Bannock County and understands and agrees that Bannock County will, in turn, report each violation as required to assure notification to the federal funding agency, and the appropriate Environmental



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Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract financed in whole or in part with federal assistance.

2 CFR §180.905 Debarment and Suspension (Executive Orders 12549 and 12689). This contract is a covered transaction for purposes of 2 C.F.R. Part 180. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935) from receiving federal funds as listed on the governmentwide exclusions in the System for Award Management (SAM).

The contractor must comply with 2 C.F.R. Part 180, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by Bannock County. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C, in addition to remedies available to Bannock County, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The contractor certifies it is not excluded or disqualified and agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C throughout the period of any contract that may arise from this offer. The contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

2 CFR §200.323 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000.

In the performance of this contract, the Contractor must make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

Information about the recommended recycled content of the following products is available at EPA's Comprehensive Procurement Guidelines webpage: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>:

Construction Products: Building insulation, Carpet (polyester), Carpet cushion, Cement and concrete, Consolidated and reprocessed latex paint, Floor tiles, Flowable fill, Laminated paperboard, Modular threshold ramps, Nonpressure pipe, Patio blocks, Railroad grade crossing surfaces, Roofing materials, Shower and restroom dividers/partitions, Structural fiberboard, Proposed: Nylon carpet and nylon carpet backing

Landscaping Products: Compost and fertilizer made from recovered organic materials, Garden and soaker hoses, Hydraulic mulch, Lawn and garden edging, Plastic lumber landscaping timbers and posts

Miscellaneous Products: Awards and plaques, Bike racks, Blasting grit, Industrial drums, Manual-grade



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strapping, Mats, Pallets, Signage, Sorbents

Nonpaper Office Products: Binders, Clipboards, File folders, Clip portfolios, Presentation folders, Office furniture, Office recycling containers, Office waste receptacles, Plastic desktop accessories, Plastic envelopes, Plastic trash bags, Printer ribbons, Toner cartridges

Paper and Paper Products: Commercial/industrial sanitary tissue products, Miscellaneous papers, Newsprint, Paperboard and packaging products, Printing and writing papers

Park and Recreation Products: Park benches and picnic tables, Plastic fencing, Playground equipment, Playground surfaces, Running tracks

Transportation Products: Channelizers, Delineators, Flexible delineators, Parking stops, Traffic barricades, Traffic cones

Vehicular Products: Engine coolants, Rebuilt vehicular parts, Re-refined lubricating oils, Retread tires

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

2 CFR §200.216 Prohibition on certain telecommunications and video surveillance services or equipment. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

Bannock County and any contractors or subcontractors are prohibited from obligating or expending grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also §200.471.



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2 CFR §200.322 Domestic preferences for procurements. As appropriate and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

2 CFR 175.15(a) Trafficking in Persons. Contractor must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.

1. Contractor, contractor's employees, subcontractors under this contract, and subcontractor's employees may not:

- i. Engage in severe forms of trafficking in persons during the period of time that the contract is in effect;
- ii. Procure a commercial sex act during the period of time that the contract is in effect; or
- iii. Use forced labor in the performance of the contract or subcontracts.

2. Contractor must notify Bannock County immediately of any information received from any source alleging a violation of a prohibition in this clause.

3. If the federal funding agency unilaterally terminates the funding award, thereby terminating this contract, for violations of this section:

- i. It implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended ([22 U.S.C. 7104\(g\)](#)), and
- ii. Is in addition to all other remedies for noncompliance that are available to us under this award.

4. Contractor must include the requirements of this section in any subcontract.

2 CFR 200.318 Conflict of Interest. Contractor must maintain written standards of conduct for conflicts of interest for staff engaged in selection of an award and administration of contracts, and standards for conduct covering organizational conflicts of interest.

22 CFR 140 Prohibition of Assistance to Drug Traffickers. In accordance with 22 USC 2291f, the Contractor is required to abide by the policy and procedures codified at 22 CFR 140, which is designed to ensure that federal assistance funds are not provided to or through any individual or entity that: (1) Has been convicted of a violation of, or a conspiracy to violate, any law or regulation of the United States, a State or the District of Columbia, or a foreign country relating to narcotic or psychotropic drugs or other controlled substances; or (2) Is or has been an illicit trafficker in any such controlled substance or is or has been a knowing assistor, abettor, conspirator, or colluder with others in the illicit trafficking in any such substance.

41 USC 4712 Protection for Whistleblowers. Contractor, and any lower subcontractors, may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of



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the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The list of persons and entities referenced in the paragraph above includes the following:

- i. A member of Congress or a representative of a committee of Congress;
- ii. An Inspector General;
- iii. The Government Accountability Office;
- iv. A federal employee responsible for contract or grant oversight or management;
- v. An authorized official of the Department of Justice or other law enforcement agency;
- vi. A court or grand jury; or
- vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

Contractor, and any subcontractor, shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

Discrimination Prohibition. Contractor must comply with the requirements in the following statutes and regulations prohibiting discrimination, including, but not limited to, the following:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.), which prohibits discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance.
- B. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.), which prohibits discrimination on the basis of sex under federally assisted education programs or activities.
- C. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.
- D. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), which prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance.
- E. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), including the ADA Amendments Act of 2008 (Public Law 110-325, which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation.
- F. 28 CFR Part 38, which prohibits discrimination on the basis of religion, a religious belief, refusal to hold a religious belief, or refusal to participate in religious practice.

Executive Order 13043, 62 FR 19217 Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

Executive Order 13513, 74 FR 51225. Contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers.

Access to Records Contractor agrees to provide Bannock County, the federal funding agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.



Independent Contactor Agreement

Procurement Contract Number 2024.032

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide Bannock County or an authorized representative of the federal funding agency access to construction or other work sites pertaining to the work being completed under the contract.

24. ENTIRE AGREEMENT: This is the entire Agreement, including any exhibits referenced, between the parties and there are no inducements, promises, terms, conditions, or obligations made or entered into by COUNTY or CONTRACTOR other than those contained in it. Parties acknowledge this Agreement can only be modified or amended in writing by the parties.

25. SEVERABILITY: If any part of this Agreement is held unenforceable, the remaining portions of the Agreement will nevertheless remain in full force and effect.

26. ATTORNEY FEES: Reasonable attorney fees shall be awarded to the prevailing party in any action to enforce this Agreement or to declare forfeiture or termination of this Agreement.

27. SIGNATURE AUTHORITY: The parties executing this agreement certify that they have the proper authority to bind their respective entities to all terms and conditions set forth in this agreement.

DATED this 31 day of August, 2024.

COUNTY:

BANNOCK COUNTY COMMISSIONERS

Ernie Moser, Chairman

Jeff Hough, Commissioner

9/17/24 John Crowder, Commissioner

SUPPLIER:

Roberts Shine & Line, LLC

By Rand Roberts
(Name)

Its Manager
(Title or Office)

WITNESS:
Valina Roberts
(Signature of Witness or Notary Public)

ATTEST:

Clerk of Bannock County

In the Matter of ADOPTING FEE)	R.S. No. 2024-62
CHANGES AND/OR NEW FEES FOR)	September 17, 2024
LANDFILL, CLERK, MOTOR VEHICLES)	
JAIL, AG EXTENSION, FAIR/)	
<u>FAIRGROUNDS, AND AMBULANCE</u>)	

RESOLUTION

WHEREAS, pursuant to Idaho Code §31-870, Bannock County may impose and collect fees for those services provided by the County which would otherwise be funded by ad valorem tax revenues; and

WHEREAS, Idaho Code §§11-729, 31-875, 31-3203, 31-3904 and 31-4404 further allow county commissioners to impose and collect fees; and

WHEREAS, user fees supplement tax revenues and allow for costs to be recovered from those receiving the service; and

WHEREAS, notice of a public hearing regarding fee increases and the imposition of new fees was published in the Idaho State Journal, pursuant to Idaho Code §63-1311A, on August 31 and September 7, 2024; and

WHEREAS, the Board of County Commissioners has examined the proposed fees and determined that such fees should be set to meet expenses of operation, maintenance, repairs and other appropriate charges for operation and upkeep for each department;

NOW, THEREFORE, BE IT RESOLVED that the following fee changes and new fees are hereby adopted effective October 1:

LANDFILL

Bannock County Users – household per ton	\$37/ton
Bannock County– construction and demolition debris	\$29/ton
Dead Animals	\$29/ton
Out of County - unless negotiated by contract	\$67/ton
Refrigeration Units (fridges, AC units, etc)	\$20/each
Mobile homes – too large for scale	\$375/each
Asbestos – Bannock County user per ton	\$120/ton
Asbestos - Out-of-county users per ton	\$185/ton

CLERK

Chargeback fee (disputed credit card charge)	Set by Clerk
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MOTOR VEHICLES

Administration	\$7.00
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JAIL

Prisoner Board Fee	\$75/day
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AG EXTENSION

Bulletins-Small Informational		\$5
Bulletins- Books		\$18
NCBA Beef Books		\$8
Youth ages 8-12		\$125
Counselors ages 13-18		\$125
Project Day Camp	Level 1	\$5
	Level 2	\$10
	Level 3	\$15
	Level 4	\$20
	Level 5	\$25
	Level 6	\$30
	Level 7	\$35
	Level 8	\$40
	Level 9	\$45

FAIR/FAIRGROUNDS

Food Vendor	\$300
Drink Only Vendor	\$200
Merchandise Vendor	\$100
Six Month Family Riding Pass	\$120

AMBULANCE

Transport requiring BLS – Emergency	Resident	\$663
	Non-Resident	\$882
Transport requiring BLS – Non-emergent	Resident	\$460
	Non-Resident	\$612
Transport requiring ALS Level 1	Resident	\$788
	Non-Resident	\$1,048
Treatment requiring ALS, Level 2 (with or without transport)	Resident	\$1,139
	Non-Resident	\$1,793
Transport requiring Specialty/Critical Care	Resident	\$1,348
	Non-Resident	\$1,793
Respond/Treat and Release Involving BLS or ALS1	Resident	\$306
	Non-Resident	\$407
Mileage (Per loaded mile)	Resident	\$14
	Non-Resident	\$16

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

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:

Tereca Argyle / Sheriff's Office

Item to be considered/background:

FY25 Annual Law Enforcement Agreements for Cities.

How much time will be needed? Meeting date requested:

Signature Only 9/17/24

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:

Signature Only

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

<p>Commissioner Office Only:</p> <p>Date: _____ Time: _____</p>



PROFESSIONAL SERVICES AGREEMENT

AGREEMENT made between the **City of Downey** a political subdivision of the state of Idaho, herein "**MUNICIPALITY**" and the **COUNTY OF BANNOCK AND THE BANNOCK COUNTY SHERIFF** herein "**COUNTY**".

THE PARTIES AGREE AS FOLLOWS:

1. **SCOPE OF WORK:** *MUNICIPALITY* engages *COUNTY* to provide trained law enforcement officers to patrol, investigate and enforce the laws of the State of Idaho.
 - a. *COUNTY* will provide electronic monthly reports of activity in the *MUNICIPALITY*. This report shall be available by the 7th of each month.
 - b. This agreement does not extend to the enforcement or investigation of violations of municipal codes or ordinances.
 - c. However, the *COUNTY* will engage in assisting *MUNICIPALITY* to serve a citation brought forward pursuant to municipal codes or ordinances.
2. **EFFECTIVE DATES:** This contract will run from **October 1, 2024** through **September 30, 2025**.
3. **PATROL TIME:** *COUNTY* agrees to provide patrol time within the Municipality at the rate of no less than **59.5** hours per **month**.
4. **PAYMENT:** *MUNICIPALITY* agrees to pay *COUNTY* for services rendered under this Agreement in the amount of **\$42.89** per **hour**. *COUNTY* agrees to submit a written financial statement that outlines the services rendered and *MUNICIPALITY* agrees to make payment within thirty (30) days.
5. **RIGHT OF CONTROL:** *MUNICIPALITY* agrees that it will have no right to control or direct the details, manner, or means by which *COUNTY* accomplishes the results of the services performed hereunder. *COUNTY* has no obligation to work any particular hours or days. *COUNTY* agrees, however, that its other contracts or services shall not interfere with the performance of the services rendered under this Agreement.
6. **INDEPENDENT CONTRACTOR RELATIONSHIP:** *COUNTY* is an independent contractor and is not an employee, servant, agent, partner, or joint venturer of *MUNICIPALITY*. *COUNTY* shall determine the means by which it accomplishes the work specified by *MUNICIPALITY*.
7. **FEDERAL, STATE, AND LOCAL PAYROLL TAXES:** Neither federal, state or local income taxes, nor payroll taxes of any kind shall be withheld and paid by *MUNICIPALITY* on behalf of *COUNTY* or the employees of *COUNTY*. *COUNTY* shall not be treated as an employee with respect to the services performed

hereunder for federal or state tax purposes. COUNTY understands that COUNTY is responsible to pay, according to law, COUNTY's income tax. COUNTY further understands that COUNTY may be liable for self-employment (Social Security) tax to be paid by COUNTY according to law.

8. **FRINGE BENEFITS:** Because COUNTY is an independent entity, COUNTY is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plans of MUNICIPALITY.
9. **WORKER'S COMPENSATION:** COUNTY shall maintain in full force and effect worker's compensation for any agents, employees, and staff that the COUNTY may employ.
10. **EQUIPMENT, TOOLS, MATERIALS OR SUPPLIES:** COUNTY shall supply, at COUNTY's sole expense, all equipment, tools, materials and/or supplies to accomplish the services to be provided herein except as provided herein:
 - a. The MUNICIPALITY shall provide a comfort station for Patrol Officers.
11. **NONWAIVER:** Failure of either party to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.
12. **INDEMNIFICATION:** Except as precluded by applicable law (including the limitations prescribed by the laws of the state of Idaho and, to the extent required by such laws, the lawful policies promulgated by the COUNTY), the COUNTY shall indemnify and hold MUNICIPALITY harmless for injury (physical or otherwise) or death to persons or damage to property arising from acts or omissions of the COUNTY and COUNTY'S employees, agents, and representatives. COUNTY'S liability coverage is self-funded and administered by the State of Idaho Risk Management Program. This indemnity shall not extend the responsibility or liability of County beyond that allowed by applicable law, including without limit and to the extent applicable, the Idaho Tort Claims Act. The parties further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Idaho; (2) the consent of the County or its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the County.

Except as precluded by applicable law (including the limitations prescribed by the laws of the state of Idaho and, to the extent required by such laws, the lawful policies promulgated by MUNICIPALITY), the MUNICIPALITY shall indemnify and hold COUNTY harmless for injury (physical or otherwise) or death to persons or damage to property arising from acts or omissions of the MUNICIPALITY and MUNICIPALITY's employees, agents, and representatives. MUNICIPALITY's liability coverage is self-funded and administered by the State of Idaho Risk Management Program. This indemnity shall not extend the responsibility or liability of County beyond that allowed by applicable law, including without limit and to the extent applicable, the Idaho Tort Claims Act. The parties further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Idaho; (2) the consent of the County or its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the County.

13. **CHOICE OF LAW:** Any dispute under this Agreement, or related to this Agreement, shall be decided in accordance with the laws of the state of Idaho.
14. **SEVERABILITY:** If any part of this Agreement is held unenforceable, the remaining portions of the Agreement will nevertheless remain in full force and effect.
15. **TERMINATION OF CONTRACT:** The contract may be terminated at any time but only by 30 days written notice by either party.
16. **ENTIRE AGREEMENT:** This is the entire Agreement of the parties and can only be modified or amended in writing by the parties.

SIGNATURE PAGE TO FOLLOW

SIGNATURE PAGE

MAYOR OF MUNICIPALITY:

Signature: _____

Name: _____

Date: _____

BANNOCK COUNTY CLERK:

Signature: _____

Name: _____

Date: _____

COUNTY COMMISSIONER:

Signature: _____

Name: _____

Date: _____

BANNOCK COUNTY SHERIFF:

Signature: _____

Name: _____

Date: _____

**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 September 10, 2024, as approved during the meeting of September 17, 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:	Tuesday, September 10, 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 HR Director Matthew Phillips

Agenda Details

AGENDA	
1	Bannock County Commissioner’s Regular Business Meeting (action item) BOARD OF COMMISSIONERS MEETING CALL TO ORDER, AGENDA CHANGES & AGENDA APPROVAL (action item)
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"> Misty Katsilometes, Chief Deputy Treasurer, requesting Bannock County to take Tax Deed on parcel number RPRPOAK002300 (requested 5 minutes) (action item)
4	<ul style="list-style-type: none"> Daniel Kendall, Facilities, seeking approval to purchase a pole barn for a freon building for the Landfill (requested 5 minutes) (action item)
5	<ul style="list-style-type: none"> Adam McKinney, Chief Technical Officer, requesting a signature on a renewal for ESRI Software (requested 5 minutes) (action item)
6	<ul style="list-style-type: none"> 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)
7	<ul style="list-style-type: none"> 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)
8	<ul style="list-style-type: none"> Shanda Crystal, Chief Procurement Officer, providing a procurement update
9	<ul style="list-style-type: none"> Read and sign Patriot’s Day Proclamation (action item)
10	RESOLUTIONS AND ORDINANCES (action items): Resolution No. 2024-60 Opening FY24 Budget for Unanticipated Revenue and Allocation for Expenses Resolution No. 2024-60 Authorization to Transfer Assets/Property to the State of Idaho Resolution No. 2024-61 Authorizing the Destruction of Ag Extension Files
11	SIGNATURE ONLY (action items): August 2024 Commissioner Proceedings
12	CLAIMS and CONSENT AGENDA (action items): <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

	<ul style="list-style-type: none"> • 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
13	Public Hearing for Imposition of New and Increased Fees for Fiscal Year 2025 (action item)

Meeting Notes

- 1 9:01 AM Hough called the meeting to order.
- 2 9:01 AM Community Resources and Advocacy Director Shantal Lauu presented case number 20240041 for cremation assistance. Crowder moved to approve case number 20240041. The motion passed.
- 3 9:02 AM Katsilometes requested follow-up for parcel RPRPOAK002300 from the tax deed hearing in May. The parcel has a mobile home that was purchased and that owner was trying to quiet title but was unable to. Taking tax deed will give that owner the opportunity to purchase the parcel at tax deed. Crowder moved to take tax deed on parcel RPRPOAK002300. The motion passed.
- 4 9:04 AM Kendall requested to use \$17,000 from capital acquisitions to purchase a pole building for the Landfill from West Wind Construction. Discussion ensued on other costs for installation bringing the total estimate for the project to \$22,000. Crowder moved to approve the purchase of the pole barn and authorize Hough's signature. The motion passed.
- 5 9:06 AM Heather Studley, GIS Manager, also appeared. McKinney reviewed the ESRI agreement for mapping with a three-year renewal. Discussion ensued on mapping integration for departments. Crowder moved to approve the ESRI contract. The motion passed.
- 6 9:12 AM Phillips reviewed the Idaho State Insurance Fund renewal. Crowder moved to approve the worker's compensation insurance. The motion passed.
- 7 9:15 AM Sharon Manning also appeared. Mauger reviewed the proposed partnership that will incorporate seniors tutoring in the after-school program. Americorps will be running the after-school programs.
9:18 AM Manning reviewed the fund-raising idea to sell senior treasures at a yard sale at The Village. Discussion ensued on using county property. Crowder moved to deny the request to use county property and to approve moving forward with the United Senior Project for plan development. The motion passed.
9:23 AM Mauger reviewed the updated job descriptions. Crowder moved to approve the job description changes. The motion passed.
- 8 9:25 AM Crystal gave updates on procurement projects.
- 9 9:33 AM Hough read the Patriot's Day Proclamation. Hough moved to approve the proclamation. The motion passed.
- 10 9:36 AM Hough reviewed the revised resolution numbers due to the first one being pulled. Crowder moved to approve Resolutions 2024-60 and 2024-61 as revised. The motion passed.
- 11 9:37 AM Hough moved to approve the August 2024 Commissioner Proceedings for publication. The motion passed.
- 12 9:38 AM Hough reviewed the consent agenda included Commissioner report, credit card receipts, alcohol licenses, and minutes. Hough moved to approve the consent agenda. The motion passed.
- 13 11:00 AM Crowder moved to open the public hearing. The motion passed. There were no members of the public present to testify. Hough moved to close the public hearing. The motion passed. Hough shared the

proposed fees were published. Crowder moved to approve the proposed fees for FY25. The motion passed.

Action Item Summary

ACTION/DIRECTION	ASSIGNED TO
Approved cremation assistance for case number 20240041.	Indigent
Approved tax deed for parcel RPRPOAK002300.	Treasurer
Approved pole barn purchase from West Wind Construction.	Landfill/Facilities
Approved contract with ESRI.	IT/GIS
Approved Idaho State Insurance fund renewal.	HR
Approved development of program with United Senior Project, and denied request to hold sale on county property.	Juvenile
Approved job description updates.	Juvenile/HR
Approved Patriot's Day Proclamation.	Commission
Approved Resolution Nos. 2024-60 Authorization to Transfer Assets/Property to the State of Idaho and 2024-61 Authorizing the Destruction of Ag Extension Files.	Clerk
Approved publication of August 2024 Commissioner Proceedings.	Clerk
Approved Commission report, credit card receipts, alcohol licenses, and minutes through consent.	Auditing/Clerk/Resolution
Approved entry/exit of public hearing and proposed FY25 fee changes.	Clerk/Resolution