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## Commissioners' Agenda

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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.

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**Tuesday, October 22, 2024**

**9:00 AM Regular Business Meeting (action items)**

**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)
- Matt Olsen, Juvenile Justice, seeking approval of and signature on the Services Agreement with the University of Cincinnati Research Institute (requested 15 minutes) (action item)
- Shanda Crystal, Chief Procurement Officer, requesting to discuss a potential signature on a Change Order with Western Industrial (requested 5 minutes) (action item)
- Kristi Klauser, Comptroller, requesting (1) Commission to approve Emma Iannacone to be deployed to North Carolina to support disaster relief; costs will be reimbursed, and; (2) Approval of Unemployment for 3<sup>rd</sup> Quarter 2024 with possible Executive Session under Idaho Code §74-206 (1)(a)&(b) with potential action following adjournment of Executive Session (requested 5 minutes) (action item)

**RESOLUTIONS AND ORDINANCES (action items):**

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

**SIGNATURE ONLY (action items):**

**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 October 10, 15, and 17, 2024, and Certification of Said Minutes**

**11:00 AM** Public Hearing for Imposition/Change of Fees (action item)

**5:00 PM** Meeting in Downey to discuss buildings on the fairgrounds (action item) **NOTE:** this meeting will be held at the Bannock County Fairgrounds at 156 N. 2nd W St., Downey, Idaho

## 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:

Matt Olsen

Department:

Bannock County Juvenile Justice

Requestor Email:

matto@bannockcounty.us

Item(s) to be considered:

Agreement between Bannock County and the University of Cincinnati Research Institute (UCRI) for the training of Bannock County Juvenile Justice staff in Effective Practices in Community Supervision (EPICS). The Bannock County civil attorney reviewed the agreement and recommended changes, which UCRI has approved and are included in this amended agreement.

Date of meeting being requested:

10/22/2024

Time requested:

15 Minutes

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

Agreement

Contract/Agreement Begin Date:

10/28/2024

Contract/Agreement End Date:

09/30/2025

List of additional attendees:

**UNIVERSITY OF CINCINNATI RESEARCH INSTITUTE  
SERVICES AGREEMENT**

THIS SERVICES AGREEMENT (“Agreement”) made and effective as of the date indicated by the period of performance (“Effective Date”) between the University of Cincinnati Research Institute, a tax exempt, non-profit 501(c)(3) Ohio corporation, (“UCRI”) having an office at 51 Goodman Drive, Suite 240, Cincinnati, OH 45221 and Bannock County (“Sponsor”) having its principal office at 624 E. Center, Pocatello, ID 83201.

WHEREAS, Sponsor wishes UCRI to perform training or other services as set forth in Exhibit A (“Work”);

WHEREAS, the Affiliation Agreement between UCRI and the University of Cincinnati (“Authorized Contractor”), approved by the University of Cincinnati Board of Trustees May 22, 2012, provides that the Authorized Contractor: shall perform all or part of the Work as a subcontractor to UCRI; shall comply with all UCRI’s obligations to Sponsor as set forth in this Agreement; and has authorized UCRI to represent and warrant its agreement to such performance and compliance; and

WHEREAS, the Work is of mutual interest and benefit to both UCRI and Sponsor.

NOW, THEREFORE, UCRI and Sponsor (individually referred to as a “Party” and collectively referred to as the “Parties”) agree to the following:

1. **STATEMENT OF WORK.** UCRI agrees to use its reasonable efforts to provide the Work described in the Statement of Work which is attached hereto as Exhibit A and incorporated herein by reference.
2. **PERIOD OF PERFORMANCE.** The Work shall be conducted during the period beginning on October 28, 2024 (“Effective Date”) and ending on September 30, 2025 (“Termination Date”) and will be subject to renewal only by mutual agreement of the Parties.
3. **REIMBURSEMENT.** In consideration of the foregoing, Sponsor agrees to support the Work set forth in Exhibit A, consistent with UCRI’s policy for the conduct of this Work, by paying the fixed price amount identified in Exhibit A.
4. **PAYMENT.** Payments shall be made to “University of Cincinnati Research Institute” by Sponsor in U.S. dollars, due and payable within thirty (30) days after Sponsor’s receipt of UCRI’s invoice for such Work.

Invoices should be sent to:

Bannock County Juvenile Justice

137 S. 5<sup>th</sup>/P.O. Box 4926

Pocatello, ID 83205

Attn: Matt Olsen – matt@bannockcounty.gov

All payments shall be mailed to: University of Cincinnati Research Institute

PO Box 19614

Cincinnati, OH 45219

Attn: ucipayables@uc.edu

UCRI may elect to accept requests to modify the approved and final training dates sixty (60) days or less prior to the scheduled program, however certain expenses, including but not limited to airline change flight fees, accommodation cancellation or modification expenses and other non-cancellable fees may be incurred by Sponsor and are considered pass-through expenses not included in the project budget, and shall be separately delineated on each invoice.

**5. EARLY TERMINATION.**

- 5.1. Should UCRI breach this Agreement or become unable to perform hereunder, Sponsor shall have the right to terminate this Agreement. Sponsor shall notify UCRI of its intention to do so, and termination shall become effective sixty (60) days thereafter if UCRI is unable to cure the breach or rectify the problem.
- 5.2. Failure of Sponsor to pay any amount required hereunder within thirty (30) days after receipt of an invoice from UCRI shall be cause for UCRI to terminate this Agreement. UCRI shall notify Sponsor of its intention to do so, and termination shall become effective sixty (60) days thereafter if Sponsor has not made such payment in full.
- 5.3. Termination under this Article 5 does not relieve Sponsor of the obligation to reimburse all costs and non-cancelable commitments incurred in the performance of the Work prior to termination, such reimbursement not to exceed the total project cost as specified in Exhibit A. Upon termination for any reason, each Party shall immediately return all confidential information to the other Party.
- 5.4. This Agreement is subject to termination, without penalty to any party, upon nonappropriations of funds for this Agreement by Sponsor.

**6. OWNERSHIP OF MATERIALS.** UCRI retains all sole ownership rights to any and all patent, trademark, copyright and other intellectual property rights in any and all inventions and/or materials invented and/or developed by UCRI during the performance of UCRI's duties under this Agreement.

**7. WARRANTY DISCLAIMER.** Nothing in this Agreement shall be construed as a warranty or representation that anything made, used, transferred, sold or otherwise disposed of under any license or other provision of this Agreement that is or may be granted: (i) is or will be free from infringement of patents, copyrights and trademarks of third parties; (ii) creates an obligation to bring or prosecute actions or suits against third parties for infringement; or (iii) confers rights to use in advertising, publicity or otherwise any trademark or the name of UCRI or Sponsor. Except

as expressly set forth in this Agreement, UCRI MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, and EITHER EXPRESS OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE INVENTIONS AND/OR MATERIALS UNDER THIS AGREEMENT WILL NOT INFRINGE ANY PATENT, COPYRIGHT OR TRADEMARK OR OTHER RIGHTS. Except as expressly set forth in this Agreement, Sponsor MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, and EITHER EXPRESS OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS OF ANY SAMPLE, MATERIAL OR PRODUCT SUPPLIED BY OR ON BEHALF OF Sponsor TO UCRI or its Authorized Contractor.

8. **INDEMNIFICATION.** Intentionally Omitted.
  
9. **CONFIDENTIALITY.** All documents and other materials produced under this Agreement shall be deemed to be “confidential information” and the receiving Party shall not disclose, use, or reproduce, or authorize any third Party to disclose, use, or reproduce, any such confidential information, without the prior written approval of the disclosing Party; provided, however, that the receiving Party may disclose such confidential information to its employees and representatives of the receiving Party as may be required to perform its obligations under this Agreement and, provided further, that the receiving Party informs such persons of the existence of this confidentiality obligations and will be responsible for any breach of this such obligations by such persons. Notwithstanding anything in the foregoing to the contrary, the following shall not be deemed to be “confidential information”: (I) information that is publicly known or becomes publicly known through no fault of the receiving Party, (ii) information that is generally or readily obtainable by the public, (iii) information that constitutes the general skills, knowledge, and experience acquired by either Party before entering into this Agreement and thereafter, or (iv) if the documents are required to be disclosed under state or federal law.
  
10. **PROHIBITIONS.** UCRI shall only conduct research involving faculty, students, researchers, or other staff of its Authorized Contractor, if the research is industry-sponsored. UCRI shall not conduct clinical trials or research sponsored by the federal government, such as the National Institutes of Health, unless prior written approval is granted by its Authorized Contractor.
  
11. **EXPORT CONTROL.** It is understood that UCRI is subject to United States laws and regulations controlling the export of technical data, computer software, laboratory prototypes, and other commodities, and that its obligations hereunder are contingent on compliance with applicable U.S. export laws and regulations (including the Arms Export Control Act, as amended, and the Export Administration Act of 1979). The transfer of certain technical data and commodities may require a license from the cognizant agency of the United States Government and/or written assurances by Sponsor that Sponsor will not re-export data or commodities to certain foreign countries without prior approval of the cognizant government agency. While UCRI agrees to cooperate in securing any license which the cognizant agency deems necessary in connection with this Agreement, UCRI cannot guarantee that such licenses will be granted.

12. **NOTICES.** Any notices required to be given or which shall be given under this Agreement shall be in writing delivered by first class mail (air mail if not domestic) addressed to the Parties as follows:

**SPONSOR**

Attention: Matt Olsen

Address: P.O. Box 4926

Pocatello, ID 83205

Phone: 208-235-2305

Fax: 208-234-1094

Email: matto@bannockcounty.gov

**UCRI**

Attention: Patrick Clark

Address: University of Cincinnati Research  
Institute

PO Box 19614

Cincinnati, OH 45219

Phone: 513-556-2628

Fax:

Email: patrick.clark@uc.edu

Except as otherwise expressly specified herein, all notices, requests or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by certified or registered mail, postage prepaid, return receipt requested, to the Parties at their respective addresses set forth on the signature page hereto, or at such other addresses as may be specified in writing by either of the Parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) days following deposit in the mail.

13. **ASSIGNMENT.** This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and the successors to substantially the entire business and assets of the respective Parties hereto. This Agreement shall not be assignable by either Party without the prior written consent of the other Party. Notwithstanding the foregoing, UCRI may freely assign this Agreement to Authorized Contractor.
14. **GOVERNING LAW.** The Agreement shall be governed by the laws of the State of Idaho and the United States of America, without regard to any conflict of laws, rule or principle that would result in the application of the laws of any other jurisdiction. Any action brought to enforce this Agreement shall be brought in Ohio. In the event of any conflict between the Agreement and the Exhibit A, the Exhibit A will control related to project design and execution, and the Agreement will control in all other matters, except if this Exhibit A specifically refers to the section of the Agreement which is to be changed.
15. **GOVERNING LANGUAGE.** In the event that a translation of this agreement is prepared and signed by the Parties for the convenience of the sponsor, this English language version shall be the official version and shall govern if there is a conflict between the two.

16. **FORCE MAJEURE.** UCRI shall not be responsible to the Sponsor for failure to perform any of the obligations imposed by this agreement, provided such failure shall be occasioned by fire, flood, explosion, lightning, windstorm, earthquake, subsidence of soil, failure or destruction, in whole or in part, of machinery or equipment or failure of supply of materials, discontinuity in the supply of power, governmental interference, civil commotion, riot, war, strikes, labor disturbance, transportation difficulties, labor shortage, or any cause beyond the reasonable control of UCRI.
17. **INDEPENDENT CONTRACTOR STATUS.** This Agreement does not constitute a hiring by either Party. It is the Parties' intention that UCRI shall provide the services described herein as an independent contractor. This Agreement shall neither create an employee-employer relationship between the Parties nor shall it be considered or construed to be a partnership or joint venture. Neither Party shall be liable for any obligations incurred by the other Party unless specifically authorized in writing. Neither Party may act as an agent of the other Party, ostensibly or otherwise, or bind the other Party in any manner, unless specifically authorized to do so in writing.
18. **ENTIRE AGREEMENT.** Unless otherwise specified, this Agreement embodies the entire understanding between UCRI and the Sponsor for this project, and any prior or contemporaneous representations, either oral or written, are hereby superseded. If there is any conflict, discrepancy or inconsistency between the terms contained in this Agreement and a Purchase Order issued by Sponsor for Services contemplated hereunder, the terms set forth in this Agreement will govern, control and take precedence. No amendments or changes to this Agreement, including without limitation, changes in the statement of work, total cost, and period of performance, shall be effective unless made in writing and signed by authorized representatives of the Parties.
19. **USE OF NAMES.** Neither Party will use the name or trademarks of the other in any advertising or other form of publicity without the written permission of the other. If a Party seeks permission to use trademarks of the other Party, the other Party agrees to notify its appropriate licensing Contact and will not unreasonably withhold its consent.
20. **SEVERABILITY.** If any provision of this Agreement will be found by a court of competent jurisdiction to be void, invalid or unenforceable, the same will either be reformed to comply with applicable law or stricken if not so conformable, so as not to affect the validity or enforceability of this Agreement.
21. **SURVIVAL.** Termination of this Agreement by either Party shall not affect the rights and obligations of the Parties accrued prior to the effective date of the termination. Any rights or obligations set forth herein which of their nature are intended to extend beyond the term of this Agreement shall survive the expiration or termination, including without limitation the sections titled Confidential Information, Ownership and Intellectual Property Rights, Warranty Disclaimer, and Indemnification.
22. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts or, through the exchange by facsimile or other electronic means of duly-signed duplicates hereof, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**-- SIGNATURES FOUND ON NEXT PAGE --**

By signature below of duplicate originals, Sponsor and UCRI hereby agree to this Agreement as of the Effective Date.

**SPONSOR**

Signed: \_\_\_\_\_

By: Ernie Moser

Title: Chairman – Bannock County Commission

Date: \_\_\_\_\_

**UNIVERSITY OF CINCINNATI  
RESEARCH INSTITUTE**

Signed: \_\_\_\_\_

By: Patrick Clark

Title: Executive Director

Date: \_\_\_\_\_

## Exhibit A

### STATEMENT OF WORK

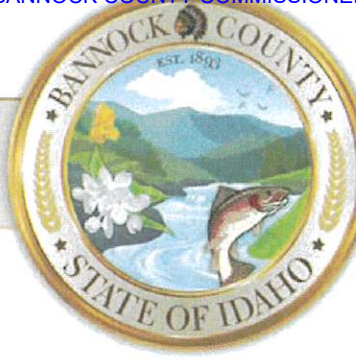
UCRI, through its authorized subcontractor, the University of Cincinnati Corrections Institute (UCCI) shall provide:

- UCCI can provide one (1) in person EPICS training across 3-days for up to 10 Sponsor staff with 1 UCCI trainers at a flat rate cost of \$15,000. Included is also the coding of EPICS audios for 10 staff by UCCI and 1 EPICS coaching session a month for a total of 5 coaching sessions.

Costs are inclusive of salaries/benefits, travel accommodations/expenses, training material production/shipment to a central location for Sponsor dissemination to staff and administrative costs.

### PAYMENT SCHEDULE

50% of the total amount (\$7,500) will be invoiced and due upon contract execution. The remaining 50% (\$7,500) will be invoiced and due following the training.



BANNOCK COUNTY COMMISSIONERS  
624 E. Center St., Pocatello, ID 83201  
Phone: (208) 236-7210 • Fax: (208) 232-7369

ERNIE MOSER  
Commissioner  
1st District

JEFF HOUGH  
Commissioner  
2nd District

JOHN CROWDER  
Commissioner  
3rd District

**AGENDA REQUEST FORM**

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

**E-mail this completed form and any supporting documents to [agendarequest@bannockcounty.us](mailto:agendarequest@bannockcounty.us) by NOON on the Thursday prior to the scheduled meeting.**

**Name/Department:**

Shanda Crystal/Chief Procurement Officer

**Item to be considered/background:**

Request to discuss a potential signature on a change order with Western Industrial.

**How much time will be needed? Meeting date requested:**

5 minutes

10/22/24

**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:**

Levi Waldron

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

Commissioner Office Only:

Date: \_\_\_\_\_ Time: \_\_\_\_\_



# Independent Contactor Agreement

Procurement Contract Number 2024.026.01

Project Name: Detention Center HVAC Renovation

Contractor: Western Industrial Motor & Machine, Inc

Change Order: #1

The AGREEMENT amendment is entered into by Bannock County, a political subdivision of the State of Idaho, herein "COUNTY" and Western Industrial Motor & Machine, Inc herein "CONTRACTOR".

THE PARTIES AGREE AS FOLLOWS:

**1. SCOPE OF WORK:** COUNTY engages CONTRACTOR to perform the work associated with Quote Number SQ1307 as set forth and attached hereto.

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

**3. COMPENSATION:** COUNTY agrees to pay CONTRACTOR, in addition to their services per agreement dated July 16, 2024, for services rendered under this change order in the amount of \$ 29,250.00. 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 amendment.

**4. 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 \_\_\_\_\_ day of \_\_\_\_\_, 2024.

COUNTY:

BANNOCK COUNTY COMMISSIONERS

\_\_\_\_\_  
Ernie Moser, Chairman

\_\_\_\_\_  
Jeff Hough, Commissioner

\_\_\_\_\_  
John Crowder, Commissioner

ATTEST:

\_\_\_\_\_  
Clerk of Bannock County

SUPPLIER:

Western Industrial Motor & Machine, Inc

By \_\_\_\_\_  
(Name)

Its \_\_\_\_\_  
(Title or Office)

WITNESS:

\_\_\_\_\_  
(Signature of Witness or Notary Public)

**Quote**



669 W Quinn Rd #12  
 Pocatello, ID 83202  
 208.237.1000

Contact

LEVI

Customer Number

11001100

Quote Date

7/24/2024

Quote Number

SQ1307

Quote To:

BANNOCK COUNTY SHERIFF DEPT  
 PO BOX 4666  
 POCATELLO, ID 83205

Ship To:

BANNOCK COUNTY SHERIFF DEPT  
 PO BOX 4666  
 POCATELLO, ID 83205

FOB

Ship Via

Terms

Quoted By

Customer RFQ

Customer PO

NET 60 (NI)

KIRK JOHN

20HP PUMP PKG.

Product ID	Qty	Description	Sales Price	Total
ARMSTRONG 20HP 4030 PUMP	2	MODEL 4030-4X3X11.5-4P-20HP/4-5" EXPANSION JOINTS	14,625.00	29,250.00

Quotes Do Not Include Sales Tax or Freight, Unless Otherwise Noted. 6-8 WEEK LEAD TIME  
 A Restocking Fee May Apply On Returned Items.  
 Quote is valid for 30 days.

Subtotal:	29,250.00
Freight:	0.00
Other:	0.00
0.0000 % Sales Tax 1:	0.00
0.0000 % Sales Tax 2:	0.00
Total:	29,250.00

**We appreciate you!!**

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

PO# ( IF NOT ALREADY ISSUED ):

## BANNOCK COUNTY COMMISSIONERS

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 Phone: (208) 236-7210 • Fax: (208) 232-7363



ERNIE MOSER  
 Commissioner  
 1st District

JEFF HOUGH  
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## Business Meeting Agenda Request Form

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Requestor Name:

Kristi Klauser

Department:

Auditing

Requestor Email:

kristik@bannockcounty.us

Item(s) to be considered:

Approve Emma Iannacone's deployment to North Carolina to support disaster relief. Costs to be reimbursed

Date of meeting being requested:

10/22/2024

Time requested:

5 Minutes

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

No

Contract/Agreement Begin Date:

Contract/Agreement End Date:

List of additional attendees:

## BANNOCK COUNTY COMMISSIONERS

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



ERNIE MOSER  
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Requestor Name:

Kristi Klauser

Department:

Auditing

Requestor Email:

kristik@bannockcounty.us

Item(s) to be considered:

Approval of unemployment for quarter 3 2024. Potential executive session under Idaho Code 74-206(1) (a) and (b) regarding personnel.

Date of meeting being requested:

10/22/2024

Time requested:

5 Minutes

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

No

Contract/Agreement Begin Date:

Contract/Agreement End Date:

List of additional attendees:

**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 October 10, 15, and 17, 2024, as approved during the meeting of October 22, 2024.

BOARD OF BANNOCK COUNTY COMMISSIONERS

\_\_\_\_\_  
Ernie Moser, Chair

\_\_\_\_\_  
Jeff Hough, Member

\_\_\_\_\_  
John Crowder, Member

ATTEST:

\_\_\_\_\_  
Jason C. Dixon, Clerk



## MINUTES OF THE BOARD OF BANNOCK COUNTY COMMISSIONERS

### Meeting Details

Date of Meeting:	Thursday, October 10, 2024
Commissioners present:	Ernie Moser, Jeff Hough, and John Crowder
Clerk of the Board:	Jason C. Dixon
Absent Board Members:	
Staff present:	Deputy Clerk Nancy Allen, Comptroller Kristi Klauser, Attorney Brian Trammell, and HR Director Matthew Phillips

### Agenda Details

AGENDA	
1	<p>Claims Meeting and Work Session (action items)</p> <p><b>Claims Agenda:</b></p> <ul style="list-style-type: none"> <li>• Board of Ambulance District: Invoices and Commissioner Report</li> <li>• Board of Commissioners: Invoices, Commissioners Reports, and Credit Applications</li> <li>• Salary Rate Approval Forms/Notice of Separation with Potential Executive Session under Idaho Code §74-206(1)(a)&amp;(b) regarding personnel with potential action following adjournment of Executive Session</li> <li>• Payroll Report</li> <li>• Alcohol Licenses and Permits</li> <li>• Certificate of Residency Approval</li> <li>• Mileage Reimbursement Requests</li> <li>• Technology Request Form</li> <li>• Memorandum Authorization for Accounts Payable</li> <li>• Cardholder User Agreement and Authorization</li> </ul> <p><b>Work Session Agenda:</b></p>
2	<ul style="list-style-type: none"> <li>• Steve Herzog, Prosecutor, Executive Session under Idaho Code §74-206(1)(a)&amp;(b) regarding personnel with potential action following adjournment of Executive Session (action item)</li> </ul>
3	<ul style="list-style-type: none"> <li>• Executive Session under Idaho Code §74-206(1)(a)&amp;(b) regarding personnel with potential action following adjournment of Executive Session (action item)</li> </ul>
4	<ul style="list-style-type: none"> <li>• Hal Jensen, Planning and Development Director, Executive Session under Idaho Code §74-206(1)(a)&amp;(b) regarding personnel with potential action following adjournment of Executive Session (action item)</li> </ul>
5	<ul style="list-style-type: none"> <li>• Executive Session under Idaho Code §74-206(1)(f) to communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for the pending litigation, or controversies not yet being litigated but imminently likely to be litigated. The mere presence of legal counsel at an executive session does not satisfy this requirement; with potential action following adjournment of Executive Session (action item)</li> </ul>
6	<ul style="list-style-type: none"> <li>• Bonner Morrison, requesting that Bannock County pay for work performed to permit access to his home (requested 10 minutes) (action item)</li> </ul>
7	<ul style="list-style-type: none"> <li>• Discussion regarding buildings at the Bannock County Fairgrounds in Downey (requested 10 minutes) (action item)</li> </ul>
8	<ul style="list-style-type: none"> <li>• Discussion pertaining to the use of County funds for grant applications (requested 10 minutes) (action item)</li> </ul>
9	<ul style="list-style-type: none"> <li>• Approval of and signature on request for leave without pay (action item)</li> </ul>
10	<ul style="list-style-type: none"> <li>• Kiel Burmester, Public Works Director, presenting a Public Works update</li> </ul>

11	<ul style="list-style-type: none"> <li>Hal Jensen, Planning and Development Director, seeking approval of and signature on Agreement of Cooperative Action Inspection of Building Activities within the City of Inkom (requested 5 minutes) (action item)</li> </ul>
12	<ul style="list-style-type: none"> <li>Discussion about the Facilities Master Plan (requested 10 minutes) (potential action item)</li> </ul>
13	<ul style="list-style-type: none"> <li>Signature on Agreement for Pathology Services Between Bannock County and Ada County</li> </ul>
14	<ul style="list-style-type: none"> <li>Signature on Pricing Supplement for TransUnion</li> </ul>

## Meeting Notes

- 1 9:01 AM Moser called the meeting to order. Hough moved to approve the invoices, Commission report and credit applications. The motion passed. Hough moved to approve the salary forms. The motion passed. Hough moved to approve the memo to allowing a Solid Waste employee to sign invoices. The motion passed.
- 2-5 9:05 AM Hough reviewed there are four issues for executive session and moved to enter into executive session under Idaho Code §74-206(1)(a)&(b) regarding personnel for three issues and under Idaho Code §74-206(1)(f) to communicate with legal counsel for one. The motion passed by roll call vote.  
10:01 AM Hough moved to exit executive session. The motion passed. Hough moved to authorize leave without pay as presented, to approve the requested exceptional placement for the Prosecutor, and authorize the attorney to move forward with Planning and Development as discussed in regards to the gravel pit in Inkom. The motion passed.
- 6 10:02 AM Devanee Morrison also appeared. Morrison requested reimbursement for repairing the approach due to it being a liability of the County. Public Works Director Kiel Burmester appeared and explained the last 16 years the road has had asphalt lifts which created an angle into the approach. Discussions occurred on previous conversations to fix the issue and dates, lack of communication, flooding, and timeline of communications.  
10:20 AM Hough felt the County has some responsibility, but not at the level that Morrison completed the work at. Moser felt the owner completed the repair on their own after being told the County would. The Morrisons relayed communications, frustrations, and lack of communications. Moser moved to repair the approach for the neighbor to County standards and reimburse the Morrisons at that cost incurred. The motion passed.
- 7 10:35 AM Public Works Director Kiel Burmester, Planning Director Hal Jensen, and Facilities Director Dan Kendall appeared. The fairgrounds buildings were discussed and options. The land issues need sorted out and fixed. Moser suggested reallocating the funds set aside for demolition toward the new building. The ownership maps will be sent out and a meeting with Downey city council scheduled in two weeks.
- 8 10:50 AM Charity Staggs appeared and reviewed a request for the County to cover one-half of the grant writing fee for CDBG grants for Arimo and Lava under the contract with SICOG. Discussion ensued on contract intent and whether taxing districts could utilize it. The Board concurred that the grant writing contract should only cover County departments.
- 9 11:10 AM Public Works Director Kiel Burmester appeared for a request for leave without pay for staff. Hough moved to approve the leave without pay. The motion passed.
- 10 11:12 AM Burmester gave updates on Public Works projects.
- 11 11:07 AM Jensen appeared. Hough moved to approve the contract with the City of Inkom. The motion passed. Jensen reported the small cities have indicated they are prepared to move back to the County for permits.
- 12 11:21 AM Planning Director Hal Jensen, Coroner Torey Danner, Public Works Director Kiel Burmester, and Facilities Director Dan Kendall appeared. The facilities master plan should be worked on. Hough

suggested building a new facility for Road and Bridge and Planning on 40 acres further south of the current location and sell the property on South Fifth Avenue. Jensen suggested having an analysis on the departments, space needs, and cost to benefit. The analysis will be reviewed in approximately six weeks.

- 13 11:04 AM Hough moved to approve the Ada County agreement for pathology services and TransUnion pricing supplement. The motion passed.

## Action Item Summary

ACTION/DIRECTION	ASSIGNED TO
Approved invoices, Commission report, credit applications, salary forms, and memo authorizing claims.	Auditing/Resolution
Approved entry/exit executive session – personnel and litigation; and approved leave without pay as presented, exceptional placement for the Prosecutor hire, and the attorney moving forward with Planning and Development in regards to the gravel pit in Inkom.	Clerk/HR/Legal
Approved reimbursement for approach after determining costs of repairing a neighbor.	Public Works/Auditing
Ownership maps of Downey Fairgrounds to be sent out and meeting scheduled with Downey City Council.	Planning/Commission
Approved leave without pay.	Public Works/Auditing
Approved agreement with Inkom for building inspections.	Planning
Complete analysis of departments, space needs, and costs for Public Works, Noxious Weed, Mosquito, Planning and Development, and Coroner.	Planning
Approved agreements with TransUnion and with Ada County for pathology services.	Coroner



## MINUTES OF THE BOARD OF BANNOCK COUNTY COMMISSIONERS

### Meeting Details

Date of Meeting:	Tuesday, October 15, 2024
Commissioners present:	Ernie Moser and John Crowder
Clerk of the Board:	Jason C. Dixon
Absent Board Members:	Jeff Hough
Staff present:	Deputy Clerk Nancy Allen and Comptroller Kristi Klauser

### Agenda Details

AGENDA	
1	Regular Business Meeting (action items) <b>BOARD OF COMMISSIONERS</b> MEETING CALL TO ORDER, AGENDA CHANGES & AGENDA APPROVAL (action item)
2	<ul style="list-style-type: none"> <li>Indigent Business may require an Executive Session pursuant to Idaho Code §74-206(1)(d) to consider records exempt from public disclosure (action item)</li> </ul>
3	<ul style="list-style-type: none"> <li>Todd Mauger, Juvenile Justice, signature on Agreement for Co-Location with the Idaho Department of Juvenile Corrections (requested 15 minutes) (action item)</li> </ul>
4	<ul style="list-style-type: none"> <li>Shanda Crystal, Chief Procurement Officer, requesting to discuss (1) a recommendation to award and potential signature on the Fairgrounds Exhibit Hall Steel Building Invitation to Bid, and; (2) a recommendation to award and potential signature on the Detention center Asphalt Repair Request for Proposals (requested 5 minutes) (action item)</li> </ul>
5	<ul style="list-style-type: none"> <li>Wes Jones, OEM, seeking a discussion pertaining to Emergency Management Assistance Compact (EMAC) deployment process, documentation and reimbursement (requested 15 minutes) (action item)</li> </ul>
6	<ul style="list-style-type: none"> <li>Nancy Allen, Administrative Manager, regarding approval submit the 2024 Edward Byrne Grant application online (requested 5 minutes) (action item)</li> </ul>
7	<ul style="list-style-type: none"> <li>Kristi Klauser, Comptroller, seeking signature on the FFY 2025 Traffic Enforcement Grant Project Agreement (TEGPA) with the Idaho Transportation Department Office of Highway Safety (requested 5 minutes) (action item)</li> </ul>
8	<b>RESOLUTIONS AND ORDINANCES (action items):</b> Resolution No. 2024-66 Authorization and Order to Reallocate Funds Resolution No. 2027-67 Approving Tax Cancellation Requests
9	<b>CONSENT AGENDA (action items):</b> <ul style="list-style-type: none"> <li>Manual Checks</li> <li>Alcohol Licenses and Catering Permits</li> <li>Certificate of Residency Approval</li> <li>Salary Rate Approval Forms/Notice of Separation with Potential Executive Session under Idaho Code §74-206(1)(a)&amp;(b) regarding personnel with potential action following adjournment of Executive Session</li> <li>Technology Forms</li> <li>Sign Invoices</li> <li>Minutes: Approving Meeting Minutes for October 3 and 8, 2024, and Certification of Said Minutes</li> </ul>

## Meeting Notes

- 1 9:00 AM Moser called the meeting to order.
- 2 9:00 AM Community Resources and Advocacy Director Shantal Laulu presented case numbers 20250001 and 20250002 for cremation assistance. Crowder moved to approve cases 20250001 and 20250002. The motion passed.  
9:02 AM Crowder moved to enter into executive session under Idaho Code §74-206(1)(d) to consider records exempt from public disclosure. The motion passed by roll call vote. 9:06 AM Crowder moved to exit executive session. The motion passed. Crowder moved to approve the consensual lean agreement. The motion passed.
- 3 9:07 AM Matt Olsen also appeared. Mauger reviewed the co-location agreement. Crowder moved to approve the agreement and authorize the Chair's signature. The motion passed.
- 4 9:09 AM Crystal recommended awarding the fair exhibit building to Teton West of Idaho. Crowder moved to award the contract as presented. The motion passed.  
9:10 AM Crystal recommended awarding the asphalt repair project to Superior Asphalt with the striping completed in-house. Crowder moved to award the asphalt repair contract. The motion passed.
- 5 9:12 AM Darin Letzring from Idaho Office of Emergency Management also appeared and reviewed the EMAC deployment process, national and state law, reimbursement, and mission orders. Letzring confirmed that the wages would be excluded from the EMPG reporting since it is reimbursed.
- 6 9:27 AM Allen reviewed the JAG grant submission.
- 7 9:29 AM Klauser reviewed the mini grants for the Sheriff's office. Crowder moved to approve the agreement. The motion passed.
- 8 9:30 AM Moser reviewed the resolutions. Crowder moved to approve Resolution Numbers 2024-66 and 67. The motion passed.
- 9 9:31 AM Moser reviewed the consent agenda included invoices, salary forms, and minutes. Crowder moved to approve the consent agenda. The motion passed.

## Action Item Summary

ACTION/DIRECTION	ASSIGNED TO
Approved case numbers 20250001 and 20250002; entry/exit executive session – exempt records; and consensual lien.	Indigent
Approved co-location agreement with Idaho Juvenile Corrections.	Juvenile
Approved awarding fair exhibit building to Teton West of Idaho and asphalt repair project to Superior Asphalt.	Procurement
Approved JAG submission and TEGPA agreement with ITD for mini grant funds.	Sheriff/Grant Team
Approved Resolution Nos. 2024-66 Authorization and Order to Reallocate Funds and 2027-67 Approving Tax Cancellation Requests.	Clerk
Approved invoices, salary forms, and minutes through consent.	Auditing/Resolution



## MINUTES OF THE BOARD OF BANNOCK COUNTY COMMISSIONERS

### Meeting Details

Date of Meeting:	Thursday, October 17, 2024
Commissioners present:	Ernie Moser and John Crowder
Clerk of the Board:	Jason C. Dixon
Absent Board Members:	Jeff Hough
Staff present:	Deputy Clerk Nancy Allen and Comptroller Kristi Klauser

### Agenda Details

AGENDA	
1	<p>Claims Meeting and Work Session (action items)</p> <p><b>Claims Agenda:</b></p> <ul style="list-style-type: none"> <li>• Board of Ambulance District: Invoices and Commissioner Report</li> <li>• Board of Commissioners: Invoices, Commissioners Reports, and Credit Applications</li> <li>• Salary Rate Approval Forms/Notice of Separation with Potential Executive Session under Idaho Code §74-206(1)(a)&amp;(b) regarding personnel with potential action following adjournment of Executive Session</li> <li>• Payroll Report</li> <li>• Alcohol Licenses and Permits</li> <li>• Certificate of Residency Approval</li> <li>• Mileage Reimbursement Requests</li> <li>• Technology Request Form</li> <li>• Memorandum Authorization for Accounts Payable</li> <li>• Cardholder User Agreement and Authorization</li> </ul> <p><b>Work Session Agenda:</b></p>
2	<ul style="list-style-type: none"> <li>• Maggie Mann, SIPH, presenting a quarterly update</li> </ul>
3	<ul style="list-style-type: none"> <li>• Geoffrey Williams, requesting to change the name of a road in the Canyon Creek Subdivision (requested 15 minutes) (action item)</li> </ul>
4	<ul style="list-style-type: none"> <li>• <del>Fairboard quarterly update (potential action item)</del></li> </ul>
5	<ul style="list-style-type: none"> <li>• Scott Crowther, Business Manager and Event Director, seeking approval of and signature on a contract requesting a fee waiver for 4-H Awards night (requesting 5 minutes) ( action item)</li> </ul>
6	<ul style="list-style-type: none"> <li>• Nikola Ennis, Ag Extension, pertaining a discussion regarding use of the van for Extension personnel (requested 5 minutes) (action item)</li> </ul>
7	<ul style="list-style-type: none"> <li>• Shanda Crystal, Chief Procurement Officer, providing a procurement update</li> </ul>

### Meeting Notes

- 1 9:04 AM Moser called the meeting to order. Crowder moved to approve the invoices and Commission report. The motion passed. Crowder moved to approve the certificate of residency. The motion passed.
- 2 9:06 AM Mann reviewed the program for seniors, Fit and Fall Proof.

- 3 9:16 AM Alisse Foster also appeared. Williams reviewed request to rename road Mornington Drive to Angileen's Way. The subdivision is the early development phase. Foster reviewed ordinances and the addressing ordinance requires a 15-day notice to landowners of the date of the Board's meeting.
- 4 Cancelled.
- 5 9:22 AM Nikki Ennis, Extension Educator, also appeared. Crowther reviewed the fee waiver request for the Elk Stage. Crowder moved to approve the fee waiver. The motion passed.
- 6 9:25 AM Administrative Assistant Teri Johnson also appeared. Moser explained the request for a van replacement was removed from the fleet list as it did not meet the criteria for age and mileage.
- 7 9:27 AM Facilities Director Dan Kendall also appeared. Crystal gave updates on procurement projects. Kendall reviewed a proposal from Rocky Mountain Power for pole and transformer installation, and that they will pay 2/3 of the cost if pay the County pays at least \$180 per month for five years.

## Action Item Summary

ACTION/DIRECTION	ASSIGNED TO
Approved invoices, Commission reports, and certificate of residency.	Auditing/Clerk
Send notice of meeting to consider a road name change.	Planning
Approved fee waiver request for 4-H awards.	Parks & Rec