

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 9:15 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 19, 2023

9:00 AM Business Meeting: 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)
- Rick Phillips, Simplot, seeking approval and signature on a Letter of Support (action item)
- Hal Jensen, Planning and Development Director, request to assistance in paying for training expenses (action item)
- Scott Crowther, Business Manager and Event Director, seeking approval of and signature on Amphitheater Contract with possible Executive Session under Idaho Code §74-206 (1)(b) To consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public school, and/or §74-206 (1)(e) to consider preliminary negotiations involving matters of trade or commerce in which the governing body is in competition with governing bodies in other states or nations student with potential action following adjournment of Executive Session (action item)
- Shanda Crystal, Chief Procurement Officer, request to discuss and potential signature on (!) Gem State contract for Detention Center cleaning chemicals and (2) AverTest contract for Drug Testing Services.

RESOLUTIONS AND ORDINANCES (action items):

LETTERS AND NOTICES (action items):

SIGNATURE ONLY (action items):

City of Chubbuck Meeting Facility Use Form

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 minutes for August 17, 22, 24, and 29, 2023, and certification of said minutes.

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

WORK SESSION REQUEST FORM

Work Sessions are held on Thursdays at 9:15 a.m., unless otherwise noticed.

Email this completed form and any supporting documents to
agendarequest@bannockcounty.us by noon on Monday prior to the scheduled meeting.

Name/Department:

JR Simplot Company

Concern/issue/question:

Request letter of support for the Consent Decree (agreement) with the U.S. Government and the JR Simplot Company regarding the gypsum stack at the Don Plant.

Suggested solution?

Letter of support from County Commissioners

How much time will be needed for this issue?

30 minutes

What meeting date is requested?

9/5/23

~~7/14/23~~
9/19/23

List of attendees:

Rick Phillips, Trish Arave, Dan White

Will forward draft letter of support.

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

Commissioner Office Only:

Date: 9/19/23 Time: _____

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Commissioner
3rd District

September 19, 2023

The Honorable Todd Kim
U.S. Department of Justice
Assistant Attorney General
Environment and Natural Resources Division
PO Box 7611
Washington, DC 20044-7611

Comments Sent Via Email: pubcomment-ees.enrd@usdoj.gov

**RE: Comments on the Consent Decree between the United States and the J.R. Simplot Company,
United States of America v. J.R. Simplot Company, D.J. Ref. No. 90-7-1-08388/23**

Dear Mr. Kim:

The Board of County Commissioners of Bannock County, Idaho, have reviewed the Consent Decree between the United States and the J.R. Simplot Company, lodged in federal court on July 19, 2023. We write to express our support for the Consent Decree. It is imperative that the Federal Government recognize that the long-term sustainability of Simplot's Don Plant is critical to Bannock County, the State of Idaho, and the United States.

The J.R. Simplot Company's Don Plant is located in Power County, however, most of the 350 employees who work at the Don Plant live in Bannock County. The Plant has been a major employer and economic force in our County since 1944; to our knowledge, the only phosphate production plant in North America that has operated continuously for 79 years. Southeast Idaho is one of the few regions in the United States that is rich in phosphate deposits; the processing of phosphate ore at the Don Plant has been a major anchor in this region and for Western agriculture. In addition to the jobs and supporting businesses created by the Don Plant, the employees of the plant volunteer in our community non-profits, churches, little-league programs, hospital boards and economic development efforts. The Simplot Company is a major corporate citizen in our County and has been a part of our economic and cultural DNA for nearly eight decades.

We know Simplot's phosphate reserves will continue to provide raw material for the Don Plant far into the future, but only as long as the plant can eventually expand to improve operational efficiencies. We are in favor of the Consent Decree as it and the Blackrock Land Exchange are integral in maintaining the long-term benefits of the Don Plant in an environmentally responsible manner.

We agree with Simplot that the Bevill Exclusion has always been clear as it relates to the phosphate industry. However, the U.S. Environmental Protection Agency's (EPA) interpretation of that exclusion has been inconsistent over the years (see Page 3). If EPA believed that clarification was necessary, then proper rulemaking rather than defining through a costly and expensive enforcement initiative was the correct course.

The Bannock County Board of Commissioners wish to offer the following comments for the record in support of specific provisions of the Consent Decree:

1. We appreciate that the Consent Decree recognizes the vast number of resources that Simplot has invested in improving the environmental conditions at the plant. In 2017, the Company finished installing a synthetic intermediate liner on the existing gypsum stack at the Don Plant (Page 8, and Paragraph 25). The results of this investment have been remarkable. As described in a separate regulatory process (the Final Environmental Impact Statement for the Blackrock Land Exchange), the synthetic liner has reduced phosphorous concentrations in the Portneuf River by over 85% over the past decade, and any impacts from the expansion of the existing gypstack are projected to be minimal. This environmental progress will only continue with a viable phosphoric acid production plant.
2. We appreciate Simplot's commitment to maintain adequate financial assurance for the closure of the gypsum stack (Paragraph 26). The closure plan (Appendix 8) also reflects a common-sense approach based on site-specific conditions. These are major accomplishments in the Consent Decree, and demonstrate the Company's commitment to ensuring that our taxpayers will not be responsible for any closure of the gypsum stack in the future.
3. We support the Consent Decree's innovative Acid Value Recovery System (Appendix 4). This is a win-win for both recovering additional phosphate resources and benefitting the environment.
4. The Consent Decree correctly recognizes the importance of the Blackrock Land Exchange (Paragraph 31) to the long-term sustainability of the Don Plant. Without adjacent land, the environmental benefits of this provision will not be realized. Further, any expansion of the gypsum stack will have meet stringent design requirements, including a synthetic liner, groundwater monitoring and other requirements in Appendix 1.A. This is the second time the Federal Government (2010 EMF Order) has recognized that expansion of the gypsum stack under certain conditions is permissible. In short, the Federal Government must continue to support this land exchange.
5. We appreciate Simplot's \$200,000 mitigation commitment to continue to improve conditions in the Portneuf River (Paragraph 44).

We urge the Federal Government to resist the preposterous claims and factually unsupported statements of special interest groups that undermine these key negotiated provisions. It seems to us their only aim is to eliminate phosphate fertilizer manufacturing, regardless of the cultural and economic impacts to Bannock County, the State of Idaho, and the nation's farmers.

We join with other leaders in Southeast Idaho in supporting the Consent Decree and strongly urge the Federal Government's continued support of the Blackrock Land Exchange. Both are critical to our community, the State of Idaho, and the food security of our country.

BANNOCK COUNTY COMMISSIONERS

Ernie Moser, Chairman

Jeff Hough, Commissioner

John Crowder, Commissioner

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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

AGENDA REQUEST FORM

The Board of Bannock County Commissioners business meetings are generally held on **Tuesday** 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 accommodations to participate in public 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:

Hal W. Jensen / Planning & Development

Item to be considered/background:

Request an additional \$2,000 for 2023 budget. This is for staff training at the Utah/Idaho Planning Association, Ogden, Utah.

How much time will be needed?

15 minutes

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:

Hal Jensen, Tristan Bourquin

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

Commissioner Office Only:

Date: 9/19/23 Time: _____

REGISTRATION

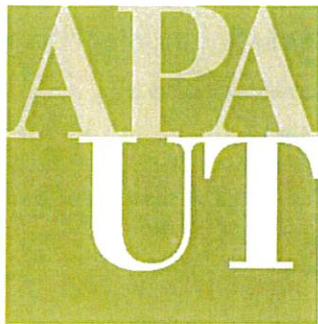
EARLY-REGISTRATION DISCOUNTS NOW AVAILABLE.

CONFERENCE REGISTRATION		EARLY (THROUGH AUG 1)	STANDARD
FULL	PROFESSIONAL PLANNER (MEMBER, UTAH CHAPTER APA)	\$260.00	\$285.00
	PROFESSIONAL PLANNER (NON-MEMBER, UTAH CHAPTER APA)	\$285.00	\$295.00
	CITIZEN PLANNER / FULL-TIME STUDENT / FAICP / RETIRED / ELECTED / SUPPORT STAFF	\$115.00	\$115.00
SINGLE DAY	MEMBER AND NON-MEMBER, UTAH CHAPTER APA	\$175.00	\$175.00
	CITIZEN PLANNER / FULL-TIME STUDENT / FAICP / RETIRED / ELECTED / SUPPORT STAFF	\$95.00	\$95.00
FULL (GROUP)	CITIZEN PLANNER / FULL-TIME STUDENT / FAICP / RETIRED / ELECTED / SUPPORT STAFF (3 OR MORE REGISTRANTS FROM ONE ORGANIZATION)	\$85.00 / EA.	\$85.00 / EA.

UTAH AND IDAHO PARTICIPANTS
REGISTER AT APAUTAH.ORG

To pay your registration fee by check, please mail your payment and registration information (name, organization, title, contact information, APA membership status, and AICP status) to UT APA Chapter, P.O. Box 1264, American Fork, UT 84003.

Registration will not be accepted without payments. Refund requests must be made in writing at least two weeks prior to the conference. A \$10 processing fee will be deducted from all refunds. Questions may be sent to admin@apautah.org or call 801.450.2659. Receipts available upon request.



CONFERENCE ▾

NEWS ▾

ABOUT ▾

LEGISLATIVE ▾

EVENTS ▾

JOBS ▾

NEWSLETTERS

LIST SERVE

AICP CM SUPPORT

2023 FALL CONFERENCE

09/28 - 09/29

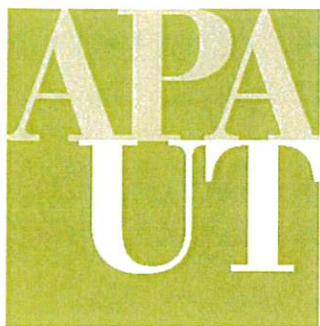
OGDEN ECCLES CONFERENCE CENTER
2415 WASHINGTON BLVD.
OGDEN, UTAH 84401

REGISTER

JOIN NOW

SEPTEMBER 28-29TH,
2023
OGDEN ECCLES CONFERENCE
CENTER IN OGDEN UTAH.

Planners from Utah and Idaho will descend on Ogden this September for APA Utah's 2023 Fall Conference. With two days of presentations addressing both urban and rural planning needs, the Fall Conference highlights content for professional



CONFERENCE ▾

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ABOUT ▾

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EVENTS ▾

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LIST SERVE

AICP CM SUPPORT

JOIN NOW

<https://www.hilton.com/en/book/reservation/deeplink/?ctyhocn=OGDUTHX&groupCode=CHHAPA&arrivaldate=2023-09-28&departuredate=2023-09-29&cid=OM,WW,HILTONLINK,EN,DirectLink&fromId=HILTONLINKDIRECT>

*** If you would like to **book the hotel for additional nights**. You will have to go to the ribbon on the top of the page where it says "edit stay" and change the dates manually. Once you do that it should still reflect the correct group rate.

Courtyard Marriott

Room rate: \$98.00 per night. This group rate ends September 6th.

Address: 247 24th Street Ogden, Utah, 84401

Link: [Book your group rate for American Planning Association](https://www.hilton.com/en/book/reservation/deeplink/?ctyhocn=OGDUTHX&groupCode=CHHAPA&arrivaldate=2023-09-28&departuredate=2023-09-29&cid=OM,WW,HILTONLINK,EN,DirectLink&fromId=HILTONLINKDIRECT)

*** If you would like to **book the hotel for an additional night**. Please make the single-night reservation and email me at admin@apautah.org. I will send them your info and they will manually adjust the nights.

Hilton Garden Inn

Room Rate: \$98 per night. This group rate is only available for the night of the 28th. This group rate ends on September 21st.

Address: 2271 S Washington Blvd, Ogden, UT 84401

Phone: 801-399-2000

Link:

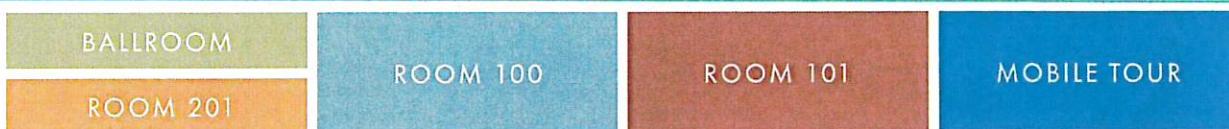
<https://www.hilton.com/en/book/reservation/deeplink/?ctyhocn=OGDWBG1&groupCode=905&arrivaldate=2023-09-28&departuredate=2023-09-29&cid=OM,WW,HILTONLINK,EN,DirectLink&fromId=HILTONLINKDIRECT>

A special thank you to our Idaho Fall Conference Sponsors:



AGENDA *

THURSDAY, SEPTEMBER 28, 2023



8:30	WELCOME COMMISSIONER FROERER			
9:00	WHAT IS SMART GROWTH? A POLICYMAKER'S PERSPECTIVE REP. ROSEMARY LESSER			
10:10	THE DEATH AND LIFE OF AMERICAN PLANNING	SHORT-TERM RENTALS: THE PROS AND CONS	FLOOD MITIGATION AND EMERGENCY RESPONSE	WALKING TOUR OF MONARCH & DUMKE ARTS PLAZA
11:10	DOWNTOWN OGDEN GROWTH - ECONOMY AND CULTURE	ACTIVE TRANSPORTATION: OVERCOMING BARRIERS AND ENABLING COMMUNITY CHAMPIONS	FORM-BASED VILLAGES, THE TALE OF TWO COMMUNITIES	WEBER COUNTY ARCHERY PARK TOUR
12:15	AWARDS LUNCH			
2:00	MANAGING THE PRESSURES OF A PLANNING OFFICE	WFRC SAFE STREETS AND ROUTES FOR ALL (SS4A) COMPREHENSIVE SAFETY ACTION PLAN	LOCAL FUNDING OPPORTUNITIES	AGRI TOURISM: COLD SPRINGS TROUT FARM
3:00	WRITING AND UNDERSTANDING STAFF REPORTS	CAMPING IS A CASH-COW FOR LANDOWNERS AND COUNTIES – IS YOUR LAND USE CODE READY?	ZOOM TOWNS: THE NEW FRONTIER	WEBER COUNTY PIONEER MUSEUM TOUR BUILDING ON THE HISTORIC FRAMEWORK OF PIONEERS
4:00	THE SECRET SAUCE FOR CYCLING SUCCESS	PUBLIC AND PRIVATE SECTOR PLANNERS WORKING TOGETHER - PANEL DISCUSSION	WATER WISE LANDSCAPES	
5:30	AWARDS RECEPTION AT ALLEGED			

*Agenda subject to change.

 KEYNOTE

 LEGAL

 EQUITY

 ETHICS

 CITIZEN PLANNER

 SUSTAINABILITY & RESILIENCE

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ERNIE MOSER
Commissioner
1st District

JEFF HOUGH
Commissioner
2nd District

JOHN CROWDER
Commissioner
3rd District

Business Meeting Agenda Request Form

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Requestor Name:

Scott Crowther

Department:

Event Center

Requestor Email:

scottc@bannockcounty.gov

Item(s) to be considered:

Amphitheatre Contract with possible executive session

Date of meeting being requested: Time requested:

09/19/2023

5 Minutes

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

Contract

List of additional attendees:

Chaney Colter



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

ERNIE MOSER JEFF HOUGH JOHN CROWDER
Commissioner Commissioner Commissioner
1st District *2nd District* *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 and potential signature on (1) Gem State contract for Detention Center Cleaning Chemicals and (2) AverTest contract for Drug Testing Services.

How much time will be needed? Meeting date requested:

10 minutes

9/19/23

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:

Sheriff Manu and Jason Dye

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

Commissioner Office Only:

Date: _____ Time: _____



Independent Supplier Agreement

Procurement Contract Number 2023.012

Project Name: Detention Center Cleaning Chemicals

SUPPLIER: Gem State Paper & Supply Company

AGREEMENT made between Bannock County, a political subdivision of the state of Idaho, herein "*ENTITY*" and Gem State Paper & Supply, Inc, herein "*SUPPLIER*".

THE PARTIES AGREE AS FOLLOWS:

1. **SCOPE OF WORK:** *ENTITY* engages *SUPPLIER* to perform the work associated with the Detention Center Cleaning Chemicals Project as set forth in Exhibit "A" attached hereto.

2. **PAYMENT:** *ENTITY* agrees to pay *SUPPLIER* for their services rendered under their Agreement within forty-five (45) days from the date of invoice. The parties agree that *SUPPLIER* will invoice *ENTITY* for payment under their Agreement for services rendered herein.

3. **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
Sheriff's Office
5800 South 5th Avenue
Pocatello, Idaho 83204

Gem State Paper & Supply Company
1801 Highland Avenue E
Twin Falls, Idaho 83301

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 3 (Notices) herein.

4. **RIGHT OF CONTROL:** *ENTITY* agrees that it will have no right to control or direct the details, manner, or means by which *SUPPLIER* accomplishes the results of the services performed hereunder. *SUPPLIER* has no obligation to work any particular hours or days or any particular number of hours or days. Due to the nature of a detention facility, *ENTITY* retains the right to restrict access to the facility at any time for any reason. *SUPPLIER* agrees, however, that their other contracts or services shall not interfere with the performance of their services under their Agreement.

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

6. **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 *ENTITY* on behalf of *SUPPLIER* or the employees of *SUPPLIER*. *SUPPLIER* shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes. *SUPPLIER* understands that *SUPPLIER* is responsible to pay, according to law, *SUPPLIER*'s income tax. *SUPPLIER* further understands that *SUPPLIER* may be liable for self-employment (Social Security) tax to be paid by *SUPPLIER* according to law.



Independent Supplier Agreement

Procurement Contract Number 2023.012

7. LICENSES AND LAW: *SUPPLIER* represents that they possess the skill and experience necessary and all licenses required to perform the services under their agreement. *SUPPLIER* further agrees to comply with all applicable laws in the performance of the services hereunder.

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

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

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

11. ASSIGNMENT: It is expressly agreed and understood by the parties hereto, that *SUPPLIER* 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 *ENTITY*.

12. PLUMBING: *ENTITY* agrees to maintain adequate plumbing drainage for the equipment supplied and that it will not change alter or repair the equipment or use any detergents, sanitizers, and drying agents in the operation of the equipment except that supplied by *SUPPLIER* for use in the equipment without *SUPPLIER'S* written consent. In the unlikely event *SUPPLIER* is unable to deliver adequate supplies to keep equipment in operation, *ENTITY* will use alternative supplies until *SUPPLIER* is able to deliver.

13. EFFECTIVE DATE: This contract will run from October 1, 2023 through September 30, 2024 with additional one-year terms available for automatic renewal upon approved funding and contract performance.

14. ANTI-BOYCOTT: If this Agreement has a total potential value of \$100,000 or more and if *SUPPLIER* is a company with ten (10) or more employees, then pursuant to Idaho Code §67-2346, *SUPPLIER* 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.

15. SERVICES: *SUPPLIER* agrees to monthly preventative maintenance checks to avoid equipment being inoperable due to needed repairs. *SUPPLIER* will be required to respond to equipment repair needs within twenty-four (24) hours of *ENTITY* request.

16. CHANGES: *ENTITY* may, from time to time, request changes in the Services to be performed hereunder. Such changes, and any increase or decrease in *SUPPLIER'S* compensation, shall be effective only if they are in the form of mutually executed written amendments to this Agreement.

17. NON-APPROPRIATION: Expenditures not appropriated by *ENTITY* 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 *ENTITY* for performance under this Agreement, *ENTITY* shall notify the *SUPPLIER* and this Agreement shall terminate. Payments under this



Independent Supplier Agreement

Procurement Contract Number 2023.012

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 ENTITY to fund payments under this Agreement.

18. TERMINATION FOR CAUSE: If, through any cause, SUPPLIER shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if SUPPLIER shall violate any of the covenants, agreements, or stipulations, of this Agreement, ENTITY shall thereupon have the right to terminate this Agreement by giving written notice to SUPPLIER of such termination and specifying the effective date thereof at least ninety (90) days before the effective date of such termination. If this Agreement is terminated for cause, SUPPLIER shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

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

19. TERMINATION FOR CONVENIENCE: Either ENTITY or SUPPLIER may terminate this Agreement at any time by giving at least ninety (90) days' notice in writing. If the Agreement is terminated by ENTITY as provided herein, SUPPLIER 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 SUPPLIER covered by this Agreement, less payments of compensation previously made. If this Agreement is terminated due to the fault of SUPPLIER, Section 17 (Termination for Cause) hereof relative to termination will apply.

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

21. INDEMNIFICATION: SUPPLIER agrees to indemnify, defend, and hold harmless ENTITY, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the act and/or any performances or activities of SUPPLIER, SUPPLIER'S agents, employees, or representatives under their Agreement.

22. INSURANCE: SUPPLIER agrees to obtain and keep in force during its acts under their Agreement a comprehensive general liability insurance policy in the minimum amount of \$1,000,000.00, which shall name and protect SUPPLIER, all SUPPLIER'S employees, ENTITY, and its officers, agents and employees, from and against any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with the SUPPLIER'S acts. SUPPLIER shall provide proof of liability coverage as set forth above to ENTITY prior to commencing its performance as herein provided, and said require insurer to notify ENTITY ten (10) days prior to cancellation of said policy.

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

24. CHOICE OF LAW: Any dispute under their Agreement, or related to their Agreement, shall be decided in accordance with the laws of the state of Idaho.



Independent Supplier Agreement

Procurement Contract Number 2023.012

25. ENTIRE AGREEMENT: This is the entire Agreement of the parties and can only be modified or amended in writing by the parties.

26. SEVERABILITY: If any part of their 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 their Agreement or to declare forfeiture or termination of their Agreement.

DATED this _____ day of _____, 2023.

ENTITY:

BOARD OF
BANNOCK COUNTY COMMISSIONERS

Ernie Moser, Chairman

Jeff Hough, Commissioner

John Crowder, Commissioner

SUPPLIER:

By _____
(Name)

Its _____
(Title or Office)

ATTEST:

Clerk of Bannock County

WITNESS:

(Signature of Witness or Notary Public)



Independent Supplier Agreement

Procurement Contract Number 2023.012

25. ENTIRE AGREEMENT: This is the entire Agreement of the parties and can only be modified or amended in writing by the parties.

26. SEVERABILITY: If any part of their 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 their Agreement or to declare forfeiture or termination of their Agreement.

DATED this 12th day of September, 2023.

ENTITY:

BOARD OF
BANNOCK COUNTY COMMISSIONERS

Ernie Moser, Chairman

Jeff Hough, Commissioner

John Crowder, Commissioner

ATTEST:

Clerk of Bannock County

SUPPLIER:

By John Odeh
(Name)

Its VICE PRESIDENT OF SALES
(Title or Office)

WITNESS:

John Muir
(Signature of Witness or Notary Public)



Independent Supplier Agreement

Procurement Contract Number 2023.012

Exhibit A

March 17, 2023

Good Afternoon,

Bannock County would like to invite companies that sell commercial sanitizing chemicals and equipment to submit a bid to provide the following goods and services to the Bannock County Detention Center located at 5800 South 5th, Pocatello, Idaho, pursuant to Idaho Code §67-2806.

Review the scope of services below:

- House Keeping Laundry Products (all products currently in 5-gallon buckets)
 - Pre-spotter
 - Oxygenated Laundry Destainer
 - All Temp Detergent
 - Color Safe Bleach
- Automatic laundry detergent delivery system
 - Current equipment – Viking Dual Laundry Pumping System
 - All component parts, including an external scrap trap, if applicable and replacement parts as required
- Commercial Dishwasher (similar to CMA Energy Star Rated Low Temp 44-inch conveyor)
 - Current equipment – Prism, model B-2, Serial #101011, Voltage 120, Amos 30
 - All component parts, including an external scrap trap, if applicable and replacement parts as required
 - Dishwashing Machine Sanitizer, 5-gallon bucket
 - Dishwashing Machine Rinse Aid, 2.5-gallon container
- Manual/Hand Washing Products
 - Pre-Soak
 - Pot & Pan, Solid, 1-gallon
 - Pot & Pan, Excel
 - 3rd Sink Sanitizer
- Surface Cleaners
 - Neutral Floor Cleaner
 - Drain Enzyme
 - All-Purpose Surface Disinfectant, 1-gallon
 - Delimer



Independent Supplier Agreement

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- Heavy Duty Degreaser
- Odor Eliminator
- Glass Cleaner RTU
- Spray Bottles with sprayers

Company will provide equipment, supervise installation of equipment, parts and service as necessary to maintain the equipment in satisfactory working condition, detergents, sanitizers, and drying agents needed under normal operating conditions to wash and sanitize the trays run through the automatic dishwashing machine and loads of laundry as required by current jail population. Any maintenance of the equipment will be included in service calls as required.

The County anticipates this contract beginning on July 1, 2023. The Detention Center's schedule necessitates a monthly preventative maintenance check to avoid equipment being inoperable due to needed repairs. Supplier will be required to respond to equipment repair needs within 8 hours of request. Preference given to contractors willing to complete some tasks after hours and/or on weekends if requested.

A non-mandatory pre-proposal walk-through will be held at the Detention Center on Wednesday, March 29th at 1:00 p.m. MT. This will be your opportunity to tour the facility, take any measurements, and ask questions, in person, with the Bannock County staff. Any oral answers given by County staff during the pre-proposal walk-through are unofficial, and will not be binding on the County.

All parties interested are invited to participate by attending the pre-proposal walk-through. Those choosing to participate are asked to pre-register by sending the completed Attachment 1 - Pre-Proposal Walk-Through Registration Form via email to Shanda Crystal at shandac@bannockcounty.us no later than March 27th at 5:00 p.m. Walk-through attendance is at the participant's own expense.

Bid must be submitted electronically by following this link to our e-Procurement Portal, Bonfire, <https://bannockcounty.bonfirehub.com/portal/?tab=openOpportunities> . This Solicitation is issued by the Bannock County Commissioners. The Chief Procurement Officer is the only contact for this Solicitation. All correspondence must be in writing. In the event that it becomes necessary to revise any part of this RFP, addenda will be communicated to all respondents by addendum on Bannock County's e-Procurement Portal at <https://bannockcounty.bonfirehub.com/portal/?tab=openOpportunities> . Each addendum becomes an integral part of this RFP and may contain important information, including significant changes to this RFP. Bannock County will not accept any respondent's communications by any other means, except as specifically stated in this RFP.

It is the responsibility of parties interested in this RFP to confirm with the RFP Lead regarding



Independent Supplier Agreement

Procurement Contract Number 2023.012

any updates or amendments. Any oral interpretations or clarifications of this RFP must not be relied upon. All changes to this RFP will be in writing and must be communicated to all known RFP Holders via the e-Procurement Portal to be valid. Alternate Proposals are not allowed.

Questions or other correspondence must be submitted in writing through the Opportunity Q&A on this **Solicitation** in Bonfire. Official answers to all written questions will be communicated to all respondents by posted addendum on Bannock County's e-Procurement Portal.

Proposals will be evaluated based on commitment to monthly service inspections, proposed response times to service requests, cost of supplies, and time it will take supplier to install needed equipment and deliver supplies.

All bids must be received by **Monday, April 10, 2023 at 5pm MST**. Any objections to this bid must be received in writing by April 5, 2023.

Please contact me with any questions.

Thank you,

Shanda Crystal | *Chief Procurement Officer*
Office of the Board of County Commissioners
624 East Center, Room 101
Bannock County, Idaho 83201



Independent Contractor Agreement

Procurement Contract Number 2023.015

Project Name: Drug Testing Services

PROVIDER: Avertest, LLC

AGREEMENT made between Bannock County, a political subdivision of the state of Idaho, herein "COUNTY" and Avertest, LLC, herein "PROVIDER".

THE PARTIES AGREE AS FOLLOWS:

1. SCOPE OF WORK: COUNTY engages PROVIDER to perform the work associated with the Measurement-based Systematic Monitoring Services request for proposal as set forth in Exhibit "A" attached hereto.

2. PAYMENT: COUNTY agrees to pay PROVIDER \$15.00 per drug test for their services rendered under this Agreement within forty-five (45) days from the date of invoice. The parties agree that PROVIDER will invoice COUNTY for payment under this Agreement for services rendered herein.

3. DONOR PAYMENT: When donor is required to self-pay for services, PROVIDER agrees to collect donor payments prior to testing and report payments to the COUNTY through the Information Management System.

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

Avertest, LLC dba Averhealth

Commissioner's Office

624 East Center, Room 101

2916 West Marshall Street, Suite A

Pocatello, Idaho 83201

Richmond, Virginia 23230

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. RIGHT OF CONTROL: COUNTY will provide space in which testing will be performed, however, agrees that it will have no right to control or direct the details, manner, or means by which PROVIDER accomplishes the results of the services performed hereunder. PROVIDER agrees that their other contracts or services shall not interfere with the performance of their services under this Agreement.

6. INDEPENDENT PROVIDER RELATIONSHIP: PROVIDER 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 PROVIDER, but PROVIDER shall determine the legal means by which it accomplishes the work specified by COUNTY.

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 PROVIDER or the employees of PROVIDER. PROVIDER shall not be treated as an employee with respect to the



Independent Contractor Agreement

Procurement Contract Number 2023.015

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

8. LICENSES AND LAW: *PROVIDER* represents that they possess the skill and experience necessary and all licenses required to perform the services under this agreement. *PROVIDER* further agrees to comply with all applicable laws in the performance of the services hereunder.

9. APPLICABLE LAWS: *PROVIDER* agrees to comply with all applicable federal, state, and local laws, rules, regulations or ordinances, and all provisions required thereby to be included in this agreement are hereby incorporated by reference. This includes, but is not limited to, the Federal Civil Rights Act of 1964 and, if applicable, the Drug-Free Workplace Act of 1988. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this agreement shall be reviewed by the *COUNTY* and *PROVIDER* to determine whether the provisions of the agreement require formal mediation.

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

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

12. NON-DISCRIMINATION: *PROVIDER* and its officers, agents, employees, and subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this agreement, with respect to her or his hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of her or his race, sex, religion, color, national origin, ancestry, age, disability, or United States military service veteran status.

13. CONFLICT OF INTEREST: *PROVIDER* certifies and warrants to the Courts that neither it nor any of its officers, agents, employees, or subcontractor who will participate in the performance of any services required by this agreement has or will have any conflict of interest, direct or indirect, with the *COUNTY*.

14. FORCE MAJEURE: In the event that either party is unable to perform any of its obligations under this agreement – or to enjoy any of its benefits – because of fire, explosion, power blackout, natural disaster, strike, embargo, labor disputes, war, terrorism, riots, acts of God, acts or decrees of governmental bodies or other causes beyond such party's reasonable control (hereinafter referred to as Force Majeure Event), the party who has been so affected shall immediately give notice to the other and shall take commercially reasonable actions to resume performance. Upon receipt of such notice, all obligations under this agreement shall immediately be suspended except for payment obligations with respect to service already provided. If the period of nonperformance exceeds fifteen (15) days from the receipt of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate the agreement.

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



Independent Contractor Agreement

Procurement Contract Number 2023.015

16. ASSIGNMENT: It is expressly agreed and understood by the parties hereto, that PROVIDER shall not have the right to assign, sublet, transfer, hypothecate or sell any of its rights under this Agreement except upon the prior express written consent of COUNTY. The PROVIDER may freely assign this agreement to a subsidiary or affiliated entity of the PROVIDER. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY or the PROVIDER.

17. EFFECTIVE DATE: Term of agreement shall be from October 1, 2023 through September 30, 2024. Agreement will automatically renew for an additional one-year term unless notice is provided by either party ninety (90) days prior to September 30th of the given agreement year. Agreement will auto-renew for up to three years.

18. NECESSARY DOCUMENTATION: PROVIDER certifies that it will furnish the Courts, if requested, any and all documentation, verification, authorization, license, permit, or registration required by applicable federal, state, and local laws, rules, regulations or ordinances. PROVIDER further certifies that it is now and will remain in good standing with such governmental agencies and that it is now and will maintain its license, permit, registration, authorization, or certification, as applicable, in force during the term of this agreement.

19. CONFIDENTIALITY: The obligations of this section shall survive the termination of this agreement and shall be applicable to the full extent permissible under statutes governing access to public records. PROVIDER understands that the information provided to it or obtained from the COUNTY or the Courts during the performance of its services is confidential and may not, without prior written consent of the COUNTY or the Courts, be disclosed to any person without the COUNTY or the Courts' permission except to employees or agents of PROVIDER who have a need to know in order to provide the services. Further, PROVIDER's work product generated during the performance of this agreement is confidential. Confidential information shall not include information, that: (a) was known by PROVIDER, COUNTY, or the Courts at the time it was received; (b) is, as of the time of its disclosure or thereafter becomes, part of the public domain through a source other than PROVIDER, COUNTY, or the Courts; (c) is made known to PROVIDER, COUNTY, or the Courts by a third person who to the knowledge of the PROVIDER, COUNTY, or the Courts does not impose any obligation of confidence on PROVIDER, COUNTY, or the Courts with respect to such information; (d) is required to be disclosed pursuant to governmental authority, law, regulation, duly authorized subpoena or Court order whereupon PROVIDER or the COUNTY shall provide notice to the other party prior to such disclosure; or (e) information that is independently developed by PROVIDER or the Courts without references to the confidential information.

20. Records; Audit: PROVIDER shall maintain books, records, documents, and other evidence directly pertinent to performance of services under this agreement. PROVIDER shall make such materials available, at its offices at all reasonable times during the agreement period and for a period of three (3) years from the date of final payment under this agreement, for inspection by the COUNTY or the Courts or any other authorized representative. Copies thereof, if requested, shall be furnished at no cost to the COUNTY or the Courts.

21. ANTI-BOYCOTT: If this Agreement has a total potential value of \$100,000 or more and if PROVIDER is a company with ten (10) or more employees, then pursuant to Idaho Code §67-2346, PROVIDER 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.

22. CHANGES: COUNTY may, from time to time, request changes in the Services to be performed hereunder. Such changes, and any increase or decrease in PROVIDER'S compensation, shall be



Independent Contractor Agreement

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effective only if they are in the form of mutually executed written amendments to this Agreement.

23. 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 PROVIDER 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.

24. TERMINATION FOR CAUSE: If, through any cause, PROVIDER shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if PROVIDER 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 PROVIDER 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, PROVIDER shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

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

25. TERMINATION FOR CONVENIENCE: Either COUNTY or PROVIDER may terminate this Agreement at any time by giving at least ninety (90) days' notice in writing. If the Agreement is terminated by COUNTY as provided herein, PROVIDER 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 PROVIDER covered by this Agreement, less payments of compensation previously made. If this Agreement is terminated due to the fault of PROVIDER, Section 24 (Termination for Cause) hereof relative to termination will apply.

26. WARRANTY: PROVIDER 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. PROVIDER acknowledges that it will be liable for any breach of their warranty.

27. INDEMNIFICATION: PROVIDER agrees to indemnify, defend, and hold harmless the courts and the COUNTY, including their officers, agents and employees, from and against any and all claims, losses, actions, cause of actions, liens, or judgments for damages or injury to persons or property arising out of or in connection with the act and/or any performances, omissions, breach of PROVIDER, or activities of PROVIDER, or any of the PROVIDER's agents, officers, employees, subcontractors, or representatives under this Agreement. Such indemnity shall include attorney's fees and all costs and other expenses arising therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein. The PROVIDER shall be relieved of its indemnification obligation to the extent any injury, damage, death, or loss is attributable to the acts or omissions of the Courts.

28. INSURANCE: PROVIDER shall maintain, and specifically agrees that it will maintain, throughout the term of this Agreement, the below mentioned insurance, in which COUNTY shall be named an additional insured in the minimum amount as specified. The limits of insurance shall not be deemed a limitation of the covenants to indemnify and save and hold harmless COUNTY; and if COUNTY becomes liable for an amount in excess of the insurance limits, herein provided,



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CONTRACTOR covenants and agrees to indemnify and save and hold harmless COUNTY from and for all such losses, claims, actions, or judgments for damages or liability to persons or property. CONTRACTOR shall provide COUNTY with a Certificate of Insurance, or other proof of insurance evidencing compliance with the requirements of this paragraph and file such proof of insurance with COUNTY prior to commencement of any work. In the event the insurance minimums are changed, CONTRACTOR shall immediately submit proof of compliance with the changed limits.

CONTRACTOR will, during the performance of the contract and for at least one (1) year from execution of contract keep in force at least the following minimum limits of insurance:

Commercial General Liability Insurance coverage with minimum aggregate coverage of Two Million Dollars (\$2,000,000.00) on occurrence basis (rather than a claims-made basis). **Additional coverage required: Bannock County listed as an Additional Insured.**

Personal & Adv Injury	\$1,000,000.00
Professional Liability Insurance	\$1,000,000.00
Each Occurrence	\$1,000,000.00
General Aggregate	\$2,000,000.00
Products-Comp/Op Agg	\$1,000,000.00

Workers' Compensation Insurance shall be maintained by CONTRACTOR in full force and comply with Idaho Statutes regarding Workers' Compensation in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) for each occurrence, for all the company's employees to be engaged in work on the project under the contract and, in case any such work is subcontracted, the awarded firm will require the subcontractor(s) and trade contractor(s) similarly to provide Worker's Compensation and Employer's Liability Insurance for all the subcontractor(s) and trade contractor(s) to be engaged in such work.

E.L. Disease – Each Employee	\$100,000.00
E.L. Policy Limit	\$500,000.00
E.L. Each Accident	\$100,000.00

CONTRACTOR shall provide proof of liability coverage as set forth above to COUNTY prior to commencing its performance as herein provided, and require insurer to notify COUNTY ten (10) days prior to cancellation of said policy.

Proof of insurance shall be provided to Bannock County, Auditing, 624 East Center, Room 104, Pocatello, Idaho. 83201, or email to ap@bannockcounty.us.

29. 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.

30. 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.



Independent Contractor Agreement

Procurement Contract Number 2023.015

31. ENTIRE AGREEMENT: This is the entire Agreement of the parties and can only be modified or amended in writing by the parties.

32. SEVERABILITY: If any part of this Agreement is held invalid, illegal, or unenforceable, the provision shall be stricken, and all other remaining portions of the Agreement which can operate independently of such stricken provisions will nevertheless remain in full force and effect.

33. 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.

34. AUTHORITY TO BIND PROVIDER: Notwithstanding anything in this agreement to the contrary, the signatory for PROVIDER represents that he/she has been duly authorized to execute agreements on behalf of PROVIDER and has obtained all necessary or applicable approval to make this agreement fully binding upon PROVIDER when his/her signature is affixed and accepted by the COUNTY.

35. SIGNATURE: Signatures may be executed in counterparts and by facsimile or electronic form.

36. SURVIVAL: Notwithstanding any other provision of this agreement, the provisions of Section 20 (Records; Audit) of this agreement shall survive the expiration, cancellation, or termination of this agreement.

DATED this _____ day of _____, 2023.

COUNTY:

BOARD OF
BANNOCK COUNTY COMMISSIONERS

PROVIDER:

AVERTEST, LLC

Ernie Moser, Chairman

By Mark Johnson
Mark Johnson

Jeff Hough, Commissioner

Its CEO
(Title or Office)

John Crowder, Commissioner

WITNESS:

D. Barenb
(Signature of Witness or Notary Public)

ATTEST:

Clerk of Bannock County



Independent Contractor Agreement

Procurement Contract Number 2023.015

Exhibit A



BANNOCK COUNTY REQUEST FOR PROPOSAL (RFP)

**Bannock County Measurement-based Systematic Monitoring
Services**

Issue Date April 1, 2023



Independent Contractor Agreement

Procurement Contract Number 2023.015

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1 RFP Administrative Information

RFP Title:	Bannock County Measurement-based Systematic Monitoring Services
RFP Project Description:	Bannock County is requesting sealed proposals to provide drug testing services for clients involved in adult and juvenile courts, community corrections, pretrial, treatment courts, and other similar diversion programs.
RFP Lead:	Shanda Crystal, Chief Procurement Officer Bannock County 624 East Center, Room 101 Pocatello, ID 83201 shandac@bannockcounty.us 208-236-7214
Submit Proposals:	Upload electronic proposals and documents at https://bannockcounty.bonfirehub.com/portal/?tab=openOpportunities
Publish Notice of RFP:	April 1 and 8, 2023
Deadline To Receive Questions:	April 13, 2023, at 5:00 p.m. Mountain Time
Deadline for County to Respond to Questions:	On or before April 18, 2023, at 5:00 p.m. Mountain Time
RFP Closing Date:	April 24, 2023, at 5:00 p.m. Mountain Time
Public Opening of RFP Date:	April 25, 2023, at 11:00 a.m. Mountain Time
Contract Award Date (Anticipated):	May 11, 2023

2 OVERVIEW

2.1 Purpose

Bannock County is requesting sealed proposal to provide Measurement-based Systematic Monitoring Services (Drug Testing) for clients involved in adult and juvenile courts, community corrections, pretrial, treatment courts, and other similar diversion programs. The services shall foster coordination of care and supervision and help clients abstain from substance use and achieve stability within the community.

All services provided must be in compliance with this solicitation and the County programs as well as guidelines established by the United States Department of Health and Human Services and other mandated rules. At a minimum, the provider shall be required to render services which comprise a program that includes the following components:

- Data Management/Administration/Reporting
- Specimen Collection and Testing
- Alcohol Testing
- Laboratory Services
- Medical Review Officer
- Training
- Litigation Support

The following information must be submitted as part of your proposal:

- 1) Provide complete and comprehensive responses to each part of Section 5 MANDATORY SUBMISSION REQUIREMENTS.
- 2) Review in detail section 6 SCOPE OF WORK.
- 3) Submit a response to the cost proposal options.
 - a) Drug testing services at a Bannock County location
 - b) Drug testing services at provider's location

Any proposal submitted that does not provide a response to each of the required sections may be deemed as non-responsive and condition of rejection.

2.2 Questions

2.2.1 This Solicitation is issued by the Bannock County Commissioners. The RFP Lead is the only contact for this Solicitation. All correspondence must be in writing. In the event that it becomes necessary to revise any part of this RFP, addenda will be communicated to all respondents by addendum on Bannock County's e-Procurement Portal at <https://bannockcounty.bonfirehub.com/portal/?tab=openOpportuniti>

es . Each addendum becomes an integral part of this RFP and may contain important information, including significant changes to this RFP. Bannock County will not accept any respondent's communications by any other means, except as specifically stated in this RFP.

It is the responsibility of parties interested in this RFP to confirm with the RFP Lead regarding any updates or amendments. Any oral interpretations or clarifications of this RFP must not be relied upon. All changes to this RFP will be in writing and must be communicated to all known RFP Holders via the e-Procurement Portal to be valid. Alternate Proposals are not allowed.

2.2.2 Questions or other correspondence must be submitted in writing to the RFP Lead electronically through the Opportunity Q&A on this Solicitation. Official answers to all written questions will be communicated to all respondents by posted addendum on Bannock County's e-Procurement Portal.

QUESTIONS MUST BE RECEIVED BY 5:00 P.M. MOUNTAIN TIME ON THE DATE LISTED IN THE RFP ADMINISTRATIVE INFORMATION.

2.2.3 Any questions regarding the Bannock County's Appendix A - Contract Terms and Conditions must also be submitted electronically through the Opportunity Q&A, by the deadline identified in the RFP Administrative Information. Bannock County will not consider proposed modifications to these requirements after the date and time set for receiving questions. Questions regarding these requirements must contain the following:

1. The rationale for the specific requirement being unacceptable to the party submitting the question (define the deficiency).
2. Recommended verbiage for the County's consideration that is consistent in content, context, and form with the County's requirement that is being questioned.
3. Explanation of how the County's acceptance of the recommended verbiage is fair and equitable to both the County and to the party submitting the question.

2.2.4 Proposals which condition the Proposal based upon the County accepting other terms and conditions not found in the RFP, or which take exception to the County's terms and conditions, will be found non-responsive, and no further

consideration of the Proposal will be given.

2.3 RFP Preparation Costs

Costs for developing proposals pursuant to this RFP are entirely the responsibility of the provider. They shall not be chargeable to the County. By submitting a proposal, the provider agrees that the contents of the submittals and any supporting analysis will become the property of Bannock County.

2.4 Interviews

As provided herein, interviews may be conducted with any or all responsible provider(s) who's proposals are determined to be reasonably acceptable of being selected for award. The County will not be liable for any costs incurred by the provider in connection with such interview (i.e. travel, accommodations, etc.).

2.5 Delivery to County

No facsimile qualifications will be accepted. It is the providers responsibility to ensure that the proposal is received on time.

2.6 Acceptance and Rejection

The County reserves the following rights:

- To reject any or all submittals, or any part thereof;
- To reissue the Request for Proposals;
- To invite additional respondents to the RFP;
- To request additional information and data from any or all respondents;
- To extend the date for submission of responses;
- To supplement, amend, or modify the RFP and cancel this request with or without the substitution of another RFP;
- To disqualify any respondent who fails to provide information or data requested herein or who provides inaccurate or misleading information or data;
- To disqualify any respondent based on any real or apparent conflict of interest;
- To waive any minor defects in the submittal if this is to the advantage of the County; and
- To accept the submittal that is in the best interest of the County.

The County's decision shall be final. The County's waiver of a minor defect shall in no way modify the RFP or excuse the provider

from full compliance with its obligations if the provider is awarded the contract. The County reserves the right to let separate agreements on any aspect of the work.

Proposals that contain false or misleading statements or provide references that do not support an attribute or condition claimed by the provider may be rejected. If, in the opinion of the County, such information was intended to mislead the County in its evaluation of the provider, the statement shall be rejected.

2.7 Disclosure of Providers Confidential Information

The proposals, except for provider-deemed confidential financial information, shall be available for public inspection if requested after the County opens them. The provider must separately seal any financial information the provider deems confidential and must agree to indemnify and hold harmless Bannock County for barring this confidential material from public inspection.

2.8 Signature of Provider Agent

Each proposal and any clarification to that statement shall be signed by an officer of the provider or a designated agent empowered to bind the firm in a contract.

3 INSTRUCTIONS FOR SUBMISSION OF PROPOSAL

3.1 Submission of Proposals

Proposals must be submitted online through Bannock County's e-Procurement Portal. Upload electronic proposals and documents at <https://bannockcounty.bonfirehub.com/portal/?tab=openOpportunities>

Browser cookies must be enabled. Respondents should contact Bonfire at Support@GoBonfire.com for technical questions related to submissions or visit Bonfire's help forum at <https://bonfirehub.zendesk.com/hc>

Submission materials should be prepared in the file formats listed under Requested Information for this opportunity in the Bonfire Portal. The maximum upload file size is 1000 MB. Documents should not be embedded within uploaded files, as the embedded files will not be accessible or evaluated.

Suppliers will have the ability to modify their submissions up to the Submission Deadline listed for this Solicitation directly through the e-Procurement Portal.

If your Proposal contains trade secret information which you have identified, you must also submit a redacted copy of the Technical Proposal (in electronic format, with the word "redacted" in the file name) with all trade secret information removed or blacked out; as well as a separate document containing a complete list (per the instructions in Section 5.3, below) of all trade secret information which was removed or blacked out in the redacted copy.

Proposals must be uploaded, submitted, and finalized prior to the Closing Date listed in the RFP Administrative Information. It is strongly recommended that vendors give themselves sufficient time and at least ONE (1) day before the Closing Date to begin the uploading process and to finalize their submissions.

3.2 Additional Information

- a) The County will not be liable for any cost incurred in the preparation of proposals.
- b) The submission of a proposal shall be *prima facie* evidence that the Proposer has full knowledge of the scope, nature, quantity and quality of work to be performed; the detailed requirements of the specifications; and the conditions under which the work will be performed.

- c) The Proposer shall furnish the County such additional information as the County may reasonably require.
- d) The County reserves the right to conduct personal interviews of any or all Proposers prior to selection. The County will not be liable for any costs incurred by the Proposer in connection with such interview (i.e., travel, accommodations, etc.).
- e) The County reserves the right to conduct pre-contract negotiations with any or all potential Proposers.
- f) The County reserves the right to reject any or all proposals, the right of the County in its sole discretion to accept the proposal(s) it considers most favorable to the County's interest and the right to waive minor irregularities in the procedures. The County further reserves the right to reject all proposals and seek new proposals when such procedure is reasonably in the best interest of the County.
- g) Certain financial information of the County, including financials and budgets, can be accessed at <https://www.bannockcounty.us/auditor/>.

3.3 Negotiations

Discussions and best and final offers cannot be guaranteed to occur.



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4 PROPOSAL FORMAT

These instructions describe the format to be used when submitting a Proposal. The format is designed to ensure a complete submission of information necessary for an equitable analysis and evaluation of submitted Proposals. There is no intent to limit the content of Proposals.

Evaluation Codes

(M) Mandatory Specification or Requirement - failure to comply with any mandatory specification or requirement will render Offeror's Proposal non-responsive and no further evaluation will occur.

(ME) Mandatory and Evaluated Specification - failure to comply will render Offeror's Proposal non-responsive and no further evaluation will occur. Offeror is required to respond to this specification with a detailed response identifying its understanding and how it will comply. Points will be awarded based on predetermined criteria.

(E) Evaluated Specification - a response is desired and will be evaluated and scored. If not available, respond with "Not Available" or other response that identifies Offeror's ability or inability to supply the item or service or meet the specification. Failure to respond will result in zero (0) points awarded for the specification. If available, Offeror is to respond to this specification with a detailed response identifying its understanding and how it will comply, and points will be awarded based on predetermined criteria.

Table of Contents

Include a table of contents in the Proposal identifying the contents of each section, including page numbers of major Sections.

Format

Proposals shall follow the numerical order of this RFP starting at the beginning and continuing through the end of the RFP. Sections must be identified with the corresponding numbers and headings used in this RFP. In your response, restate the RFP section and number followed with your response.



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Offerors are encouraged to use a different color font, bold text, italics, or other indicator to clearly distinguish the RFP Section from the Offeror's response.



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5 MANDATORY SUBMISSION REQUIREMENTS

5.1 (ME) Cover Letter

The Proposal must include a cover letter on official letterhead of the Offeror; with the Offeror's name, mailing address, telephone number, facsimile number, e-mail address, and name of Offeror's authorized signer. The cover letter must identify the RFP Title, and must be signed by an individual authorized to commit the Offeror to the work proposed. In addition, the cover letter must include:

5.1.1 Identification of the Offeror's corporate or other legal County status. Offerors must include their tax identification number. The Offeror must be a legal County with the legal right to contract.

5.1.2 A statement indicating the Offeror's acceptance of and willingness to comply with the requirements of the RFP and attachments, including but not limited to the Appendix A - Contract Terms and Conditions included in Riders in Appendix B.

5.1.3 A statement of the Offeror's compliance with affirmative action and equal employment regulations.

5.1.4 A statement that Offeror has not employed any company or person other than a bona fide employee working solely for the Offeror or a company regularly employed as its marketing agent, to solicit or secure the Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor or a company regularly employed by the Contractor as its marketing agent, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of the Contract. The Offeror must affirm its understanding and agreement that for breach or violation of this term, the County has the right to annul the Contract without liability or, in its discretion, to deduct from the Contract price the amount of any such fee, commission, percentage, brokerage fee, gifts or contingencies.

5.1.5 A statement naming the firms and/or staff responsible for writing the Proposal.



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5.1.6 A statement that Offeror is not currently suspended, debarred or otherwise excluded from federal or state procurement and non-procurement programs. Supplier information is available on the Internet at:
<https://sam.gov>.

5.1.7 A statement affirming the Proposal will be firm and binding for forty-five (45) calendar days from the Proposal opening date.

5.1.8 A statement that the Offeror warrants that it does not knowingly and willfully employ persons who cannot legally work in this country; it takes steps to verify that it does not hire persons who have entered our nation illegally or cannot legally work in the United States; and that any misrepresentation in this regard or any employment of persons who have entered our nation illegally or cannot legally work in the United States constitutes a material breach and will be cause for the imposition of monetary penalties up to five percent (5%) of the Contract price, per violation, and/or termination of its Contract.

5.2 (M) Acknowledgement of Amendments

If the RFP is amended, the Offeror must acknowledge each amendment by confirming yes to the question in Bonfire portal. Failure to respond 'yes' to the question regarding amendment acknowledgement with the Proposal may result in the Proposal being found non-responsive.

5.3 Trade Secrets

Identify each page of the proposal that you believe contains a "trade secret" within the definitions of the Idaho Public Records Act. Offerors must:

5.3.1 Identify with particularity the precise text, illustration, or other information contained within each page marked "trade secret" (it is not sufficient to simply mark the entire page). The specific information you deem "trade secret" within each noted page must be highlighted, italicized, identified by asterisks, contained within a text border, or otherwise clearly delineated from other text/information and specifically identified as a "trade secret."



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5.3.2 Provide a separate document entitled "List of Redacted Trade Secret Information" which provides a succinct list of all trade secret information noted in your Proposal; listed in the order it appears in your submittal documents, identified by Page #, Section #/Paragraph #, Title of Section/Paragraph, specific portions of text/illustrations; or in a manner otherwise sufficient to allow the State's procurement personnel to determine the precise text/material subject to the notation. Additionally, this list must identify with each notation the specific basis for your position that the material be treated as exempt from disclosure and how the exempting the material complies with the Public Records Law.

5.3.3 Indemnify and defend the County against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring a "trade secret" designation and exemption from public disclosure; or for the Offeror's failure to designate individual documents as exempt from public disclosure. The Offeror's failure to designate as exempt any document or portion of a document that is released by the County shall constitute a complete waiver of any and all claims for damages caused by any such release. If the County receives a request for materials claimed exempt by the Offeror, the Offeror shall provide the legal defense for such claim.

5.4 (ME) Experience and Qualifications

Describe in detail your knowledge and experience in providing services similar to those required in this RFP. Include Offerors

- Business history
- Description of current service area
- Available staff
 - include brief resumes
- Current customer base
- Previous material violations, if any, of federal, state, or local regulations

5.5 (ME) References

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List all customers (names, organization, phone, email) for the past six (6) years. Also include and denote your two most similar-sized customers to the one being proposed.



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6 SCOPE OF SERVICES

A statement of services to cover the following scope of services requested by this RFP is to provide the following professional and expert services:

1. Information Management System (IMS): Provider will provide the County with access to a secure, web-based HIPAA compliant IMS, that at a minimum allows the County to:
 - a. Enroll clients in the alcohol and drug testing program;
 - b. Enter custom test panels specific to each donor;
 - c. Order unscheduled tests for an individual donor;
 - d. Enter excused test periods for an individual donor;
 - e. Inactivate or activate donors;
 - f. Track and review donor test history;
 - g. Enter specific donor co-pay amounts;
 - h. Designate vouchers for specific donors; and
 - i. Track applicable donor payments.

The IMS shall include a dashboard view specific to each case manager that:

- a. Provides the supervising case manager quick access to each donor;
 - b. Provides a consolidated summary of all activity related to each donor;
 - c. Illustrates if a donor is scheduled to test;
 - d. Shows if a donor has called the donor notification system or not; and
 - e. Provides a summary of last 30 days of positives, no shows, and other non-negative test results.

2. Automated Random Selection Calendar: Provider will provide, support and maintain a secure automated random selection testing calendar that is configurable to County specified parameters and provides the ability to:
 - a. Create default parameters that specify testing frequency, test panels, and presumptive and definitive testing among other attributes;
 - b. Schedule donors on an individual or group basis;
 - c. Conduct testing services on any day of the year, including weekends and holidays;
 - d. View past and future testing events via the IMS; and



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- e. Manually order a one-time or unscheduled test for individual donors via the IMS.
3. Client Notification: Provider will provide, support, and maintain a donor notification system that notifies donors of the need to test. The donor notification system must:
 - a. Create a unique personal identification number (PIN) for each donor;
 - b. Record time, date and phone number of when donors call;
 - c. At a minimum provide English and Spanish language options;
 - d. Calculate a call-in compliance score of each donor;
 - e. Report if a donor fails to contact the notification system;
 - f. Allow the supervising case manager to post custom text-to-speech messages for an individual donor or group of donors;
 - g. Provide capacity adequate to efficiently handle the number of calls received during peak call-in times; and
 - h. When the functionality is available, allow donors to select a text message option over a call-in option.
4. Specimen Collections: The Provider shall conduct same biological sex, directly observed urine collections and will also provide oral fluid, hair, and blood specimen collection options. The County and Provider shall develop a mutually acceptable time period for the Provider to implement specimen collection services. The Provider shall:
 - a. Maintain and operate a co-located location for specimen collections. The County and Provider shall mutually agree to the location of the co-located facility.
 - b. Operate the co-located location in Provider-provided space from 6:30am to 11:30am on weekday testing days and 6:30am to 10:30am on weekend holiday testing days per the random selection process. The co-located facility will be closed on weekends and holidays if random testing is not scheduled.
 - c. Staff the office with personnel that are vetted via a criminal background check and drug test, trained how to collect various specimens, and provided instruction



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regarding the confidentiality of alcohol and drug testing information.

- d. Provide an incident report if a donor attempts to use a device, adulterate a sample, or substitute a sample.
- e. Conduct brief orientation sessions when each new donor reports for an initial test and on an as needed basis. The orientation sessions will provide donors with the necessary information regarding the alcohol and drug testing process. For select donors, the orientation may include the explanation and execution of a County-approved Alcohol & Drug Testing agreement and the explanation and distribution of a list of acceptable over the counter medications for common symptoms.
- f. Conduct a breath alcohol test on all donors (or as ordered).
- g. If applicable, collect donor payments prior to specimen collection. Participants may pay with cash, money orders, cashier's checks, debit cards, or credit cards. Debit card and credit card payment are subject to a transaction fee. Personal checks will not be accepted.

5. Supplies & Transportation: The Provider shall provide all necessary sample collection, transportation, testing supplies, and courier pick-up within 24 hours of notification for specimens collected by the County.

6. Laboratory Testing: The Provider shall:

- a. Operate or utilize a laboratory that is certified by the Department of Health and Human Services (DHHS), Clinical Laboratory Improvements Act (CLIA) and the College of American Pathologists - Forensic Drug Testing (CAP-FDT).
- b. Conduct a laboratory immunoassay screen on all requested samples.
- c. All positive immunoassay screens must be run a second time with a new aliquot of the specimen prior to reporting the positive specimen.
- d. Report the screen results by the completion of the next business day following specimen collection (e.g., screen results for samples collected and shipped on Monday shall be reported on Tuesday.).



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- e. Conduct confirmation via GC/MS or LC-MS/MS as requested by the County.
- f. Retain negative specimens for five (5) business days.
- g. Store non-negative samples in secure, frozen store for thirty (45) days.
- h. Test assays at the cut-off levels listed in table below;

Assay	Specimen	Screen Cut-off	Confirmation Cut-off
Amphetamines	Urine	1000 ng/mL	123 ng/mL
MDA	Urine	N/A	49 ng/mL
MDEA	Urine	N/A	48 ng/mL
MDMA	Urine	N/A	48 ng/mL
	Urine	N/A	118 ng/mL
Methamphetamine	Urine	N/A	48 ng/mL
Phentermine	Urine	N/A	48 ng/mL
Cannabinoids	Urine	20 ng/mL	5 ng/mL
Cocaine	Urine	300 ng/mL	25 ng/mL
Opiates	Urine	300 ng/mL	N/A
	Urine	N/A	5 ng/mL
Heroin (6-MAM)	Urine	N/A	49 ng/mL
Codeine	Urine	N/A	50 ng/mL
Hydrocodone	Urine	N/A	48 mg/mL
Hydromorphone	Urine	N/A	50 ng/mL
Morphine	Urine	N/A	50 ng/mL
Oxycodone	Urine	N/A	50 ng/mL
	Urine	N/A	49 ng/mL



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Oxymorphone

PCP Urine 25 ng/mL 12 ng/mL

Barbiturates Urine 200 ng/mL N/A

Urine N/A 50 ng/mL

Butabarbital

Urine N/A 50 ng/mL

Phenobarbital

Urine N/A 50 ng/mL

Butalbital

Urine N/A 50 ng/mL

Pentobarbital

Urine N/A 50 ng/mL

Secobarbital

Urine 200 ng/mL N/A

Urine N/A 47 ng/mL

Alprazolam

Urine N/A 48 ng/mL

Clonazepam

Urine N/A 47 ng/mL

Diazepam

Urine N/A 48 ng/mL

Flunitrazepam

Urine N/A 48 ng/mL

Flurazepam

Urine N/A 48 ng/mL

Hydroxyalprazolam

Urine N/A 48 ng/mL

Lorazepam

Urine N/A 47 ng/mL

Midazolam

Urine N/A 48 ng/mL

Nordazepam

Urine N/A 49 ng/mL

Oxasepam

Urine N/A 47 ng/mL



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Temazepam

Meperidine	Urine	200 ng/mL	N/A
	Urine	N/A	50 ng/mL
Meperidine			
Sufentanil	Urine	N/A	1 ng/mL
Normeperidine	Urine	N/A	50 ng/mL
Naloxone	Urine	N/A	52 ng/mL
Naltrexone	Urine	N/A	49 ng/mL
Methadone	Urine	300 ng/mL	23 ng/mL
EDDP	Urine	N/A	25 ng/mL
Methamphetamines	Urine	500 ng/mL	118 ng/mL
Ecstasy	Urine	500 ng/mL	100 ng/mL
Propoxyphene	Urine	300 ng/mL	24 ng/mL
	Urine	N/A	24 ng/mL
Norpropoxyphene			
EtG	Urine	500 ng/mL	300 ng/mL
EtS	Urine	N/A	100 ng/mL
Buprenorphine	Urine	5 ng/mL	24 ng/mL
	Urine	N/A	47 ng/mL
Norbuprenorphine			
SOMA	Urine	100 ng/mL	N/A
	Urine	N/A	84 ng/mL
Carisoprodol			
	Urine	N/A	51 ng/mL
Meprobamate			
Fentanyl	Urine	2 ng/mL	0.5 ng/mL
	Urine	N/A	2 ng/mL
Norfentanyl			
Gabapentin	Urine	N/A	219 ng/mL
Ketamine	Urine	100 ng/mL	49 ng/mL
Kratom	Urine	N/A	N/A
	Urine	N/A	2 ng/mL
Mitragynin			



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7			
Hydroxymitragynine	Urine	N/A	10 ng/mL
Tramadol	Urine	200 ng/mL	50 ng/mL
Zolpidem	Urine	20 ng/mL	10 ng/mL
Amphetamines	Hair	500 pg/mg	500 pg/mg
Methamphetamine & Ecstasy			
Cocaine	Hair	500 pg/mg	500 pg/mg
Opiates	Hair	200 pg/mg	200 pg/mg
Codeine, Morphine, 6-MAM,			
Oxycodone,			
Hydrocodone,			
Hydromorphone			
PCP	Hair	300 pg/mg	300 pg/mg
Cannabinoids	Hair	1 pg/mg	0.1 pg/mg
Amphetamines	Oral Fluid	50 ng/mL	20 ng/mL
Methamphetamine	Oral Fluid	N/A	20 ng/mL
MDA	Oral Fluid	N/A	20 ng/mL
MDMA	Oral Fluid	N/A	20 ng/mL
Benzodiazepines	Oral Fluid	20 ng/mL	N/A
Alprazolam	Oral Fluid	N/A	1 ng/mL
Clonazepam	Oral Fluid	N/A	1 ng/mL
Diazepam	Oral Fluid	N/A	1 ng/mL
Lorazepam	Oral Fluid	N/A	1 ng/mL
	Oral	N/A	2 ng/mL



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Nordiazepam	Fluid		
	Oral	N/A	1 ng/mL
Oxacepam	Fluid		
	Oral	N/A	1 ng/mL
Temazepam	Fluid		
	Oral	5 ng/mL	2 ng/mL
Burprenorphine	Fluid		
	Oral	20 ng/mL, 30 ng/mL DDS	2 ng/mL
Cocaine	Fluid		
	Oral	N/A	2 ng/mL
Benzoylecgonine	Fluid		
Cannabinoids	Fluid	4 ng/mL, 25 ng/mL DDS	2 ng/mL
Opiates	Fluid	40 ng/mL	N/A
Codeine	Fluid	N/A	1 ng/mL
Dihydrocodeine	Fluid	N/A	1 ng/mL
Hydrocodone	Fluid	N/A	1 ng/mL
Hydromorphone	Fluid	N/A	1 ng/mL
Morphine	Fluid	N/A	1 ng/mL
Norcodeine	Fluid	N/A	1 ng/mL
Norhydrocodone	Fluid	N/A	1 ng/mL
Noroxycodone	Fluid	N/A	1 ng/mL
Oxycodone	Fluid	N/A	1 ng/mL
Oxymorphone	Fluid	N/A	1 ng/mL



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Methadone	Oral Fluid	50 ng/mL	5 ng/mL
Methamphetamines	Oral Fluid	50 ng/mL	20 ng/mL
PCP	Oral Fluid	10 ng/mL	1 ng/mL
Breath Alcohol Test	Breath	0.00	0.00

pg/mg = picogram per milligram of hair
ng/mL = nanogram per milliliter of urine

- i. Conduct specimen validity testing via creatinine testing on all samples and specific gravity, PH, oxidants when needed.

7. Electronic Chain of Custody: The IMS shall generate a legally defensible electronic chain of custody that fully integrates donor demographic data (name, gender, age, case manager, etc.) and tracks that specimen during all phases of the testing process.

8. Results Reporting: The Provider shall report all test results and related information via the IMS. Specifically, the Provider shall:
 - a. Report test results for urine and oral fluid on the next business day. Test results for hair and bloods specimens shall be reported within five (5) business days.
 - b. Segment results and test data by supervising case manager.
 - c. Conduct data analysis on specimen results to discern new use from residual use.
 - d. Assist with results interpretation, and
 - e. Provide consultation and results interpretation in-person and/or via teleconference on an as needed basis.

9. Information Reporting: The IMS shall provide the County with program analytics that aid that County in data analysis and report generating functions. Reports shall be



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sortable by supervising officer and at a minimum shall include:

- a. Detailed and summary results including levels;
- b. Individual test reports;
- c. Donor test history;
- d. An overview all testing activities; and
- e. Detailed views of the historic and future testing calendars, among others.

10. Primary Contact: Provider will designate a primary contact. Such contact may be changed from time to time as communicated by Provider.
11. Expert Testimony: Provider shall provide legal affidavits and/or expert testimony upon request. The County will work with Provider to provide as much advance notice as possible for expert testimony needs.
12. Training & Orientation Sessions: Provider will conduct training and orientation on the testing process and IMS program. Provider will work with the County to mutually schedule the training and orientation sessions.
13. Monthly Account Summary: Provider will track testing fees and donor co-pays to provide a monthly account summary and invoice within ten (10) calendar days following the completion of a month.

(E) Value Services:

Outline any value-added services your company will provide.



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7 PROPOSAL REVIEW, EVALUATION, AND AWARD

The objective of the County in soliciting and evaluating Proposals is to ensure the selection of a firm or individual that will produce the best possible results for the funds expended.

- 7.1 All Proposals will be reviewed first to ensure that they meet the Mandatory Submission Requirements of the RFP as addressed in **Sections noted with an (M) or (ME)**. Any Proposal(s) not meeting the Mandatory Submission Requirements may be found non-responsive.
- 7.2 The Proposal will be reviewed first on a "pass" or "fail" basis to determine compliance with those requirements listed in the RFP with an **(M) or (ME)**. All Proposals which are determined by the County, in its sole discretion, to be responsive in this regard will continue in the evaluation process outlined in this Section.
- 7.3 The Proposal will be evaluated and scored utilizing a Proposal Evaluation Team.
- 7.4 The scores for the Proposal will be normalized as follows: The Proposal with the highest raw technical score will receive all available Technical Points 600. Other Proposals will be assigned a portion of the maximum available Technical Points, using the formula: $600 \times \text{raw score of Technical Proposal being evaluated}/\text{highest raw technical score}$.

Example for Technical Points:

Raw	Bi	Bi
Technic	dd	dd
al	er	er
Criteria	A:	B:
a		
Business	10	90
Scope	32	35
of Work	5	0
Total	42	44
Raw		
Score		
Total		



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Bidder B (highest raw technical score) will receive 600 points.
 Bidder A will receive: $600 \times 425 \div 440 = 580$ points (rounded up).

7.5 The scores for the Cost Proposal will be normalized as follows: The cost evaluation will be based on the total cost proposed for required services as itemized in Appendix A. The Proposal with the lowest overall Total Cost proposed will receive a score of 600. Other Proposals will be assigned a portion of the maximum score using the formula: $600 \times \text{lowest Cost Proposal/Cost Proposal being evaluated}$.

Example for Cost Proposal Points:

Bidder A: \$480,000 **Bidder B:** \$660,000

Bidder A (lowest total cost) will receive 600 points.
 Bidder B will receive: $600 \times 480,000 \div 660,000 = 437$ points (rounded up).

7.6 The number of total points for each Proposal will be determined by adding the normalized score for the Technical Proposal to the normalized score for the Cost Proposal.

Example of Total Points:

Bidder A: $580 + 600 = 1180$ points **Bidder B:** 600
 $+ 437 = 1037$ points

7.7 Evaluation Criteria

Technical Proposal:

Mandatory Submission Requirements	Pass/Fail
Authorize to sign and submit response	
Acknowledgement of Amendments	
Conflict of Interest	
No Bid Rigging	
Not Barred or Suspended	
Certified Laboratory	
Mandatory and Evaluated Requirements	



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Cover Letter (Section 5)

25 points

 Experience and Qualifications

175 points

 References

125 points

Statement of Services (Section 6)

275 points

Cost Proposal

600 points

Total Points

1,200 points

7.8 Award

Award of Contract will be made to the responsive, responsible Offeror whose Proposal receives the highest number of total normalized points. If all bids are higher than the maximum appropriated amount, the County reserves the right to request a best and final offer from the proposal with the highest score OR reject all bids.



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APPENDIX A - TERMS AND CONDITIONS

- I. DEFINITIONS. As used in the Contract, the following terms shall have the meanings set forth below:
 - A. Contract Manager shall mean that person appointed by the County to administer the Contract on behalf of the County. "Contract Manager" includes, except as otherwise provided in the Contract, an authorized representative of the Contract Manager acting within the scope of his or her authority. The County may change the designated Contract Manager from time to time by providing notice to Contractor as provided in the Contract.
 - B. County shall mean Bannock County, its divisions, sections, or offices, and its employees and agents.
- II. CONTRACT EFFECTIVENESS. It is understood that this Contract or any Amendment is effective when it is signed by all parties, or at a later date if specified in the Contract or Amendment. The Contractor shall not render services to the County until the Contract or Amendment has become effective. The County will not pay for any services rendered prior to the effective date of the Contract or Amendment.
- III. REASSIGNMENT OF CONTRACTOR EMPLOYEES The County shall have the right, after having consulted with the Contractor, to require the Contractor to reassign or otherwise remove from the contract any Contractor employee found in good faith to be unacceptable to the County.
- IV. RECORDS AND DATA.
 - A. Fiscal Records The Contractor shall maintain fiscal records, including its books, audit papers, documents, and any other evidence of accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of the Contractor.
 - B. Records Maintenance The Contractor shall maintain all records and documents relevant to the Contract for six (6) years from the date of final payment to Contractor. If an audit, litigation or other action involving records is initiated before the six (6) year period has expired, the Contractor shall maintain records until all issues arising out of such actions are resolved, or until an additional six (6) year period has passed, whichever is later.
 - C. Termination of Contract If the existence of the Contractor is terminated by bankruptcy or any other cause, all program and fiscal records related to the Contract in the Contractor's possession shall become the property of the County and the Contractor shall immediately deliver such records to the Contract Manager.
 - D. Records Review All records and documents relevant to the Contract, including but not limited to fiscal records, shall be available for and subject to inspection, review or audit, and copying by the County and other personnel duly authorized by the County, and by federal



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inspectors or auditors. The Contractor shall make its records available to such parties at all reasonable times, at either the Contractor's principal place of business or upon premises designated by the County.

V. FEDERAL AND STATE AUDIT EXCEPTIONS. If a federal or state audit indicates that payments to the Contractor fail to comply with applicable federal or state laws, rules or regulations, the Contractor shall refund and pay to the County any compensation paid to Contractor arising from such noncompliance, plus costs, including audit costs.

VI. COMPLIANCE WITH CERTAIN LAWS.

- A. HIPAA The Contractor acknowledges that it may have an obligation, independent of this contract, to comply with the Health Insurance Portability and Accountability Act (HIPAA), Sections 262 and 264 of Public Law 104-191, 42 USC Section 1320d, and federal regulations at 45 CFR Parts 160, 162 and 164. If applicable, the Contractor shall comply with all amendments to the law and federal regulations made during the term of the Contract.
- B. Lobbying The Contractor certifies that none of the compensation under the Contract has been paid or will be paid by or on behalf of the Contractor to any person for influencing or attempting to influence an officer or employee of any governmental agency, a member, officer or employee of Congress or the Idaho Legislature in connection with the awarding, continuation, renewal, amendment, or modification of any contract, grant, loan, or cooperative agreement.
- C. Anti-Boycott Against Israel Act The Contractor certifies that they are not currently engaged in, and will not for the duration of the contract engage in, a boycott of goods or services from Israel or territories under its control.
- D. Qualification The Contractor certifies to the best of its knowledge and belief that it and its principals:
 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from performing the terms of the Contract by a government County (federal, state or local);
 2. Have not, within a three (3) year period preceding the Contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a government County (federal, state or local) with commission of any of the offenses enumerated in paragraph 2 of this



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certification; and

4. Have not within a three (3) year period preceding the Contract had one or more public transactions (federal, state, or local) terminated for cause or default.
5. The Contractor acknowledges that a false statement of this certification may be cause for rejection or termination of the Contract and subject the Contractor, under 18 U.S.C. § 1001, to a fine of up to \$10,000.00 or imprisonment for up to five (5) years, or both.

E. Nondiscrimination The Contractor shall provide all services funded through or affected by the Contract without discrimination on the basis of race, color, national origin, religion, sex, age, and physical or mental impairment, and shall comply with all relevant sections of the following: Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; The Age of Discrimination Act of 1975; and The Americans with Disabilities Act of 1990. The Contractor shall comply with pertinent amendments to such laws made during the term of the Contract and with all federal and state rules and regulations implementing such laws.

F. Faith-Based Organization If the Contractor is a faith-based organization, the Contractor and all approved sub-recipient contracts shall:

1. Segregate subcontract funds in a separate account.
2. Serve all inmates without regard to religion, religious belief, refusal to hold a religious belief, or refusal to actively participate in a religious practice.
3. Ensure that subcontract funds are not expended on inherently religious activities.
4. Comply with applicable terms of 42 CFR Parts 54, 54a, and 45 CFR Parts 260 and 1050.

G. Tribes If the Contractor is a Tribe, the Contractor and County recognize that services performed pursuant to this Contract by the Contractor and all approved sub-recipients within reservation boundaries are subject to applicable laws, ordinances and regulations of the Tribe. Nothing in this Contract should be construed as a waiver of sovereign immunity.

H. Single Audit Act The Contractor acknowledges that it may have an obligation; independent of this subcontract, to comply with the terms of the "Single Audit Act" of 1984. Funds provided under the Contract may be used to pay for compliance with this act in proportion to other funding sources available to the Contractor for the services provided pursuant to the Contract.



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VII. CONFLICT OF INTEREST.

- A. Public Official No official or employee of the County and no other public official of the State of Idaho or the United States government who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the Contractor shall, prior to the termination of the Contract, voluntarily acquire any personal interest, direct or indirect, in the Contract or proposed Contract
- B. Contractor The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants that in the performance of the Contract, no person who has any such known interests shall be employed.

VIII. REMEDIES.

- A. Remedial Action If any of the Contractor's responsibilities do not conform to Contract requirements, the County shall consult with the Contractor and may at its sole discretion require any of the following remedial actions, taking into account the nature of the deficiency: (1) require the Contractor to take corrective action to ensure that performance conforms to Contract requirements; (2) reduce payment to reflect the reduced value of services received; (3) require the Contractor to utilize a sub-recipient to deliver all or part of the service at no additional cost to the County; or (4) terminate the Contract.
- B. Termination for Convenience The County or the Contractor may cancel the Contract at any time, with or without cause, upon ninety (90) calendar days' written notice to the other party specifying the date of termination.
- C. Termination for Cause Either party may terminate the Contract immediately upon written notice, or upon such notice as such party, in its sole discretion, deems appropriate, if at any time: (a) the other party is in material breach of any warranty, term, condition, covenant or obligation under the Contract; (b) judicial interpretation of federal or state laws, regulations, or rules renders fulfillment of the Contract infeasible or impossible; (c) Contractor's license or certification required by law is suspended, not renewed, or is otherwise not in effect at the time service is provided; or (d) Contractor fails to comply with any applicable law, regulation, or rule.
- D. Effect of Termination Upon termination by the County, the Contractor shall: (a) promptly discontinue all work, unless the termination notice directs otherwise; (b) promptly return to the County any property provided by the County pursuant to the Contract; and, (c) deliver or otherwise make available to the County all data, reports, estimates, summaries and such other information and materials as may have been



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accumulated by Contractor in performing the Contract, whether completed or in process. Upon termination by the County, the County may take over the services and may award another party a subcontract to complete the services contemplated by the Contractor. Upon termination for cause, the County shall be entitled to reimbursement from Contractor for losses incurred as a result of the Contractor's breach.

- E. Termination - Contract End Upon Contract term end date, or upon non-renewal of additional terms, Contractor shall ensure a smooth transition to any new provider.
- F. Survival of Terms Any termination, cancellation, or expiration of the Contract notwithstanding, provisions which are intended to survive and continue shall survive and continue, including, but not limited to, the provisions of these Terms and Conditions.
- G. Indemnification The Contractor agrees to indemnify and hold harmless Bannock County, its agents, servants, and employees from any and all claims, actions, lawsuits, damages, judgements, or liabilities of any kind whatsoever arising out of the sole negligence of the Contractor. If a claim is brought against Bannock County relating to the Contractor's negligent performance of its duties and the County's insurance provider defends or indemnifies Bannock County, the Contractor shall have no defense or indemnification obligation.

IX. MISCELLANEOUS.

- A. Disposition of Property At the termination of the Contract, the Contractor shall comply with relevant federal and state laws, rules and regulations and, as applicable, 2 CFR §§ 200.310-316 concerning the disposition of property purchased wholly or in part with funds provided under the Contract.
- B. Time of Performance Time is of the essence with respect to the obligations to be performed under the Contract; therefore, the parties shall strictly comply with all times for performance.
- C. Headings The captions and headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provision of the Contract.
- D. Governing Law The Contract shall be governed by and construed under the laws of the State of Idaho.
- E. Notices Any notice given in connection with the Contract shall be given in writing and shall be delivered either by hand or by certified mail, to the other party.
- F. Appropriations Required Funding for the Contract or any renewal is contingent upon the County providing appropriations. Bannock County reserves the right to terminate this Contract with as much notice as possible if the County fails to make appropriations.



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Procurement Contract Number 2023.015

APPENDIX B – INSURANCE

For the term of the Contract and until all services specified in the Contract are completed, the Subcontractor shall maintain in force, at its own expense, the following insurance.

- Commercial General Liability Insurance and, if necessary, Commercial Umbrella Liability Insurance with a limit of not less than one million dollars (\$1,000,000) each occurrence two million dollars (\$2,000,000) in the aggregate. Insurance required by this section shall name Bannock County as additional insured.
- Automobile Liability Insurance and, if necessary, Umbrella Liability Insurance with a limit of not less than one million dollars (\$1,000,000) each accident. Insurance required by this section shall name Bannock County as an additional insured.
- Workers' Compensation Insurance which includes Employer Liability Insurance and shall comply with Idaho Statutes regarding Workers' Compensation in the amount of: \$100,000 per accident; \$500,000 disease policy limit; and \$100,000 disease, each employee.

If any of the liability insurance required for this subcontract is arranged on a "claims-made" basis, "tail coverage" will be required at the completion or termination of this subcontract for a duration of twenty-four (24) months thereafter. Continuous "claims-made" coverage will be acceptable in lieu of "tail-coverage" provided the retroactive date is on or before the effective date of this subcontract, or twenty-four (24) months "prior acts" coverage is provided. Subcontractor will be responsible for furnishing certification of "tail coverage" or continuous "claims-made" coverage.

Prior to performing any services, the Contractor shall provide certificates of insurance to the County. The Contractor is also required to maintain current certificates on file with the County and to provide updated certificates upon request. Failure to provide the required certificates of insurance shall constitute a default under this Contract and upon such failure the County may, at its option, terminate the Contract. Insurance required by this section shall be policies or contracts of insurance issued by insurers approved by the County. Should any of above described policies be cancelled before the expiration date thereof, notice shall be delivered in accordance with the policy provision.

The Contractor shall further ensure that all policies of insurance are endorsed to read that any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverage(s) provided to Bannock County.

Please send updated certificates to:

Comptroller
Bannock County Auditing Office
624 East Center, Room 104
Pocatello, ID 83201



Meeting Facility Use Request Form

Today's Date 9-12-23

Multi-purpose Room Council Chamber

Date Room Requested Oct. 24th Time Requested from 8am to 5pm
(Include time needed for set up, break down, and clean up time in your request.)

Applicant Group/Organization Bannock County Elections

Responsible Person Name Julie Hancock Secondary Contact Name Jason Dixon

Address 141 N. 6th Ave City Pocatello Zip 83201

Phone (208) 236-7329 or (208) 236-7333

E-mail Address(es) julieh@bannockcounty.gov

of Attendees 3 classes ≈ 60 per class

Applicant and City staff will need to coordinate if planning to:

Serve Food Yes _____ No _____

Use AV equipment Yes _____ No _____

Zoom Meeting Yes _____ No _____

Description of Event (attach additional sheets if necessary)

Poll Worker training for the November 7th Election

<i>Multipurpose Room:</i>		1	<i>Council Chamber:</i>	
Banquet Style	Max Capacity 78		Banquet Style	Not Available
Classroom Style	Max Capacity 52		Classroom Style	Max Capacity 32
Theater Style	Max Capacity 120		Theater Style	Max Capacity 75

We have round or rectangular tables available for banquets. Classroom capacity is based on use of the training tables.

I understand that room set up, clean up, and tear down is the responsibility of the user. Access and setup instructions will be provided prior to the event.

I understand that a cleaning deposit of \$200 is required if food is served. The deposit will be refunded if no cleaning is required by the City after the event.

I am an authorized representative of the organization/individual named above and I agree to be bound the City of Chubbuck Use of City Meeting Rooms policy and acknowledge receipt of a copy of the policy. The organization/individual listed above shall indemnify and hold harmless the City of Chubbuck, its officers, employees, agents and elected officials from and against any and all claims, suits, actions or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the applicant's use of the facilities or from the conduct of the organization/individual's business, or from any activity, work or thing done, permitted, or suffered by the organization/individual in or about the facilities listed above except claims, suits or actions occasioned by the sole negligence of the City of Chubbuck. The applicant signing this agreement will be considered the responsible party in adhering to the City of Chubbuck Use of Meeting rooms policy including but not limited to payment for damage, theft, or disturbances during use of the facility.

Signature:

Date:

9/19/2023 Ernie Moser, Commissioner,
Chairman

Today's Date_____

Applicant Group/Organization_____

Request Approved_____ Request Denied_____

Staff Name _____ Date_____

Reason for Denial_____

Cleaning Deposit Received Date: _____

Check #/Cash: _____

Employee Signature: _____

Cleaning Deposit Returned Date: _____

Cleaning Deposit Retained Amount: _____

Employee Signature: _____

Attach reason for not refunding deposit in full.



MINUTES OF THE BOARD OF BANNOCK COUNTY COMMISSIONERS

Meeting Details

Date of Meeting:	Thursday, August 17, 2023
Commissioners present:	Ernie Moser, Jeff Hough, and John Crowder
Clerk of the Board:	Nancy Allen for Jason C. Dixon
Absent Board Members:	
Staff present:	Deputy Clerk Nancy Allen, Comptroller Kristi Klauser, HR Director Ryan Belnap, and Attorney Brian Trammell

Agenda Details

AGENDA	
1	<p>Meeting to approve claims with Executive Session under Idaho Code §74-206 (1)(a)&(b) regarding personnel with potential action following adjournment of Executive Session (action item)</p> <p>Agenda:</p> <ul style="list-style-type: none"> • Board of Ambulance District: Invoices and Commissioner Report • Board of Commissioners: Invoices, Commissioners Reports, Department Requesting Reallocation Request, 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 • Manual Checks • Certificate of Residency • Alcohol Licenses and Permits • Technology Request Form • Memorandum Authorization for Accounts Payable • Cardholder User Agreement and Authorization • Restrictive Spending Requests • Event Center Sponsorship Agreements
	Work Session (potential action item)
	Agenda:
2	<p>BOARD OF AMBULANCE DISTRICT</p> <ul style="list-style-type: none"> • Ryan O'Hearn, Pocatello Fire Chief, regarding providing information (1) about the Fiscal Year 20241 Capital Budget proposal, and; (2) considering wildland deployments (potential action item)
3	<p>BOARD OF COMMISSIONERS</p> <ul style="list-style-type: none"> • Reading and signing of The Village Proclamation (action item)
4	<ul style="list-style-type: none"> • Kiel Burmester, Public Works Director, discussion pertaining to the Snow Groomer Board, By-laws and future plans, etc. (potential action item)
5	<ul style="list-style-type: none"> • Shanda Crystal, Chief Procurement Officer, providing a procurement update
6	<ul style="list-style-type: none"> • (AMENDED to include) Jeff Hough, Commissioner, seeking to discuss (1) the Public Lands Policy Center, and; (2) Bannock Development Corporation Marketing (action items)
7	<ul style="list-style-type: none"> • Ryan Belnap, Human Resources and Risk Management Director, seeking signature on a life insurance policy for full-time employees (action item)
8	<ul style="list-style-type: none"> • Steve Herzog, Prosecutor, requesting an Executive Session under Idaho Code §74-206(1)(a)&(b) regarding personnel and (AMENDED to include) 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 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)
9	On the Record Review of an Appeal of Planning Council's Decision (action item)

Meeting Notes

- 1 9:00 AM Moser called the meeting to order and indicated there were two amendments to the agenda. Hough moved to approve the agenda with the amendments. The motion passed. Hough moved to approve the invoices and Commissioner report. The motion passed. Hough moved to approve the salary forms. The motion passed. Hough moved to approve the certificate of residency. The motion passed. A hotel direct bill with a personal guarantee was discussed.
- 2 9:12 AM Hough moved to enter into the Board of Ambulance. The motion passed. O'Hearn explained the desire to address questions on budget capital requests and provide information on the alerting system. The ambulance remount was supposed to be this year, but will now be next year. Klauser reviewed the budget requests. Discussion ensued on grants and expansion to south county, and a staff vehicle.
9:20 AM O'Hearn explained the station alerting system has a lower price at approximately \$500,000 for five stations. He is asking for a 50/50 cost share for four stations, at \$200,000 each. He feels this is vital infrastructure.
9:23 AM Chief Technical Officer Adam McKinney reviewed system compatibility. We have a sole source with Day Wireless and this would be a direct tie in and part of the 911 infrastructure. Discussion ensued on dispatch centers, access to the current system, streamlining the process, a Chubbuck station, contract terms, and funding.
9:41 AM O'Hearn reviewed wildland deployments, funds, and processes. 9:53 AM Hough moved to authorize wildfire deployments with notification to the Board within 24 hours of deployment. The motion passed. Hough moved to exit the ambulance district. The motion passed.
- 3 9:07 AM Hough read the Proclamation for The Village. Hough called up Todd Mauger to award him a Commissioner coin for his efforts with the assessment center. Maintenance staff Dan Kendall, Ashley Ford, and Dan Whitworth were called up. Hough praised them for going above and beyond to hit the target date for opening the center and presented each of them a Commissioner coin.
- 4 9:54 AM Burmester appeared and reviewed he has been working with the state and forest service. The state is working on a new agreement for simplification. Burmester discussed an advisory committee, grooming training, staffing with weed personnel, parking lots, equipment, and shed clean up. Moser would like to have by-laws ready before considering advisory board applications. Legal will review the by-laws.
- 5 10:13 AM Crystal gave an update on procurement projects.
- 6 10:40 AM Hough reviewed a proposed center for public lands that was discussed at a conference to be a lobby arm. The request is 1% of the PILT payment to create a foundation or trust endowment to fund it for research. Hough reviewed the LATCF funds could be used. The amount would be just over \$11,000. Klauser shared there are some other general funds available rather than opening the budget to use LATCF funds. Hough moved to approve funding the portion for the center of public lands when the final invoice is received. The motion passed.
10:45 AM Hough submitted a document and explained a branding project for the county to list assets and develop a brand to lure outside companies to come here. A company has been identified to conduct a study and Bannock Development Corp requested \$25,000 for the county portion. Klauser reviewed potential funding in County Operations. Hough moved to authorize \$25,000 from county operations. The motion passed, with two for.
- 7 10:33 AM Belnap reviewed the Lifemap benefit for voluntary life insurance and long-term disability. Klauser questioned the vendor change listed in the contract. Belnap will verify the vendor and bring the contract back.

8 10:56 AM Prosecutor Steve Herzog and Attorney Brian Trammell appeared. Hough moved to enter into executive session under Idaho Code §74-206(1)(f) to communicate with legal counsel. The motion passed by roll call vote. 11:14 AM Hough moved to exit executive session. The motion passed.

9 10:04 AM Planning Director Hal Jensen appeared for Blake Bundy's appeal of conditions placed on the variance. Discussion ensued on setback, traffic study, Road and Bridge opposition, and conditions for approval. Jensen explained requirements for a variance. Traffic study questions arose. 10:08 AM Trammell interjected to withhold new information. Burmester reviewed components of a traffic study. 10:10 AM Transcript portions were read. A reconsideration request would allow questions and would have to be requested within 14 days. Hough moved to uphold the decision. The motion passed.

Action Item Summary

ACTION/DIRECTION	ASSIGNED TO
Approved amended agenda, Commissioner report, invoices, and certificate of residency.	Clerk/Auditing
Approved entry/exit of the Board of Ambulance and wildfire deployments with BOCC notification within 24 hours.	Ambulance
Draft of snow grooming by-laws to be reviewed by legal.	Public Works/Legal
Approved general funds of approximately \$11,000 for a center for public lands foundation/trust.	Auditing
Approved \$25,000 for branding project with Bannock Development Corp.	Auditing
Executive session entry/exit – legal communication.	Clerk
Upheled decision of Planning Council for Bundy variance appeal.	Planning/Legal



MINUTES OF THE BOARD OF BANNOCK COUNTY COMMISSIONERS

Meeting Details

Date of Meeting	Tuesday, August 22, 2023
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, HR Director Ryan Belnap, Attorney Brian Trammell (9:13 am), and Chief of Staff Braeden Clayton (9:13 am)

Agenda Details

AGENDA	
1	Business Meeting (agenda item) <u>MEETING CALL TO ORDER, AGENDA CHANGES & AGENDA APPROVAL</u> (action item)
2	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	Mayor Blad to present a City of Pocatello update
4	Torey Danner, Coroner, seeking signature on Memorandum of Understanding with the Idaho State Police Forensic Services (action item)
5	Dillon Evans, Solid Waste, seeking signature on updated Idaho Department of Correction Vocational Work Project Work and Financial Plan (action item)
6	Todd Mauger, Chief Juvenile Probation Officer, discuss and seek signature on site agreement between Idaho State University-AmeriCorps and Bannock County's The Village (action item)
7	Kristi Klauser, Comptroller, seeking acceptance of the Bannock County Fiscal Year 2024 Indigent Defense Financial Assistance Agreement (action item)
8	RESOLUTIONS AND ORDINANCES (action items): Resolution No. 2023-74 Approving Tax Cancellation Requests Resolution No. 2023-75 Granting an Extension of a Conditional Use Permit for a Community Re-entry Center
9	SIGNATURE ONLY (action items): Ivy Medical Contract for Fiscal Year 2024
10	CONSENT AGENDA (action items): <ul style="list-style-type: none">• Manual Checks• Alcohol Licenses and Catering Permits• Certificate of Residency Approval• Salary Rate Approval Forms/Notice of Separation with Potential Executive Session under Idaho Code §74-206(1)(a)&(b) regarding personnel with potential action following adjournment of Executive Session• Technology Forms• Minutes: Approval of Meeting Minutes for August 10 and 15, 2023, and Certification of Said Minutes
11	On the Record Review of an Appeal of Planning Council's Decision (R.V. Storage) (action item)

Meeting Notes

- 1 8:59 AM Moser called the meeting to order.
- 2 8:59 AM Community Resources and Advocacy Director Shantal Laulu presented applications for cremation for case numbers 20230029 and 20230030. Hough moved to approve case numbers 20230029 and 20230030. The motion passed.
- 3 9:29 AM Blad gave updates on the Veteran's parade; Congressman Simpson's appropriations for the Johnny Creek sewer and Center Street underpass projects; medal of honor; alumni center dedication; Greek festival; budget wrap up; and the fire/EMS alerting system and request for funds. Moser reviewed the SEIBCC board opening. Discussion ensued on a suicide prevention campaign.
- 4 9:13 AM Danner presented a contract for forensic services with Idaho State Police that will have a 48-hour turnaround on testing for toxicology. Hough moved to accept the MOU as presented. The motion passed. Danner reported on a recent training with law enforcement.
- 5 9:18 AM Evans reviewed an adjustment to the vocational contract. Hough moved to approve the IDOC contract. The motion passed. Discussion ensued on inmate tasks and equipment.
- 6 9:22 AM Callie Dance from Gem State Public Health AmeriCorps program from ISU appeared and reviewed the program, and a partnership with a non-profit to provide experience and stipends for members. Mauger explained this will increase and expand services, while helping students gain knowledge and experience. Hough moved to approve the MOU. The motion passed.
- 7 9:57 AM Public Defender Dave Martinez also appeared. Klauser reviewed the award funding, which is less than last year, and the budget. Salary amounts in the grant have not changed. Martinez explained the funds left over are from positions not filled. The Clerk has signed the acceptance. Hough moved to accept the FY24 Indigent Defense Financial Agreement. The motion passed.
- 8 9:02 AM Moser reviewed the resolutions. Hough moved to approve Resolution Nos. 2023-74 and 2023-75. The motion passed.
- 9 9:03 AM Hough moved to approve the Ivy Medical Contract. The motion passed.
- 10 9:03 AM Hough moved to approve salary forms. The motion passed. Hough moved to approve the minutes. The motion passed.
- 11 11:00 AM Planning Director Hal Jensen and Assistant Director Tristan Bourquin appeared. Jensen summarized that Tommy Kofoed was granted a CUP, but it expired. He applied to renew after finding other investors. Lava Hot Springs owns an access easement to the sewer ponds that was granted by his father, the previous owner. A CUP was granted with conditions. Jensen reviewed the property location and that this property is under the County's jurisdiction. It is unclear who the appellant is. The application was submitted by Kate Peterson at Racine Olsen. Discussion ensued on appellant notice. Jensen reported the CUP is an allowed use and that Council did not do anything inappropriate. Hough moved to uphold the Planning Council's decision. The motion passed.

Action Item Summary

ACTION/DIRECTION	ASSIGNED TO
Approved case numbers 20230029 and 20230030 for cremation.	Indigent
Approved forensic services contract with Idaho State Police.	Coroner
Approved vocational services contract with Idaho Department of Corrections.	Public Works
Approved MOU with Idaho State University – AmeriCorps for services at The Village.	Juvenile

Approved FY24 Indigent Defense Finance Agreement and award acceptance.	Public Defender/Auditing
Approved Resolutions RS 2023-74 Approving Tax Cancellation Requests and RS 2023-75 Granting an Extension of a Conditional Use Permit for a Community Re-entry Center.	Commission Staff
Approved Ivy Medical Contract for \$1,302,527.07 for inmate medical care.	Sheriff
Approved salary forms and minutes.	Clerk/Auditing
Upheld Planning Council decision for Kofoed condition use permit.	Planning/Legal



MINUTES OF THE BOARD OF BANNOCK COUNTY COMMISSIONERS

Meeting Details

Date of Meeting:	Thursday, August 24, 2023
Commissioners present:	Jeff Hough and John Crowder
Clerk of the Board:	Jason C. Dixon
Absent Board Members:	Ernie Moser
Staff present:	Deputy Clerk Shantal Laulu, Comptroller Kristi Klauser, and Attorney Brian Trammell

Agenda Details

AGENDA	
1	<p>Meeting to approve claims with Executive Session under Idaho Code § 74-206 (1)(a)&(b) regarding personnel with potential action following adjournment of Executive Session (action item)</p> <p>Agenda:</p> <ul style="list-style-type: none"> • Board of Ambulance District: Invoices and Commissioner Report • Board of Commissioners: Invoices, Commissioners Reports, Department Requesting Reallocation Request, 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 • Manual Checks • Certificate of Residency • Alcohol Licenses and Permits • Technology Request Form • Memorandum Authorization for Accounts Payable • Cardholder User Agreement and Authorization • Restrictive Spending Requests • Event Center Sponsorship Agreements
	<p>Work Session (potential action item)</p> <p>Agenda:</p>
2	<ul style="list-style-type: none"> • Jared Ricks, Idaho Public Defense Commission, seeking to provide an update and answer questions pertaining to recent financial assistance and/or the Annual Report sent to Bannock County in April of 2023. Provide an update to the Commissioners regarding Public Defense Commission activity
3	<ul style="list-style-type: none"> • Scott Crowther, Business Manager and Event Director, seeking signature on a contract with a fee waiver for the Bannock County Thanksgiving Distribution (action item)
4	<ul style="list-style-type: none"> • Ryan Belnap, Human Resources and Risk Management Director, seeking approval to add the AFLAC group option to the Bannock County employee benefits package starting October 1, 2023 (action item)
5	<ul style="list-style-type: none"> • Discuss Property Tax Exemption Application (action item)
6	<ul style="list-style-type: none"> • Doug Cone, Probation and Pretrial, discussion pertaining to an office space in the back of the annex building (action item)
7	<ul style="list-style-type: none"> • Emma Iannaccone, Public Information Officer, seeking approval for the Fact Sheet regarding future options for the McCommon Transfer Station (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"> • Kristi Klauser, Comptroller, seeking to review and approval on the Fiscal Year 2024 salary adjustments with possible Executive Session under Idaho Code § 74-206(1)(a)&(b) regarding personnel with potential

	action following adjournment of Executive Session. This item will have no fiscal impact on the FY24 proposed department or County salary budget (action item)
10	(AMENDED to add) Discussion regarding the Convergys building (potential action item)
11	Bid Opening — Detention Center Landscaping ITB (action item)

Meeting Notes

- 1 9:00 AM Hough called the meeting to order and reviewed an amendment to the agenda. Crowder moved to approve the agenda. The motion passed. Crowder moved to enter into the Board of Ambulance. The motion passed. Crowder moved to approve the claims. The motion passed. Hough moved to exit the Board of Ambulance. The motion passed. Crowder moved to approve the Commissioner report. The motion passed. Crowder moved to approve the payroll report. The motion passed. Crowder moved to approve mileage reimbursements. The motion passed. Crowder moved to approve the purchase card reimbursement. The motion passed. Crowder moved to approve the alcohol licenses. The motion passed. Crowder moved to approve the credit application with a line through the personal guarantee. The motion passed.
- 2 9:04 AM Jared Ricks, Regional Coordinator for Idaho Public Defense Commission, appeared and gave an update of the current agency role as well as the transition to the new process that will be managed by the State. Ricks addressed questions on attorneys and software.
9:15 AM Klauser questioned liability for pay outs for attorneys that are currently on staff with the County. Dave Martinez reported that potentially, accruals will be transferred.
- 3 9:19 AM Kia Shaw with the Idaho Food Bank also appeared. Crowther reviewed the annual facility use. Shaw reviewed the Thanksgiving food distribution and information regarding the event. Hough moved to approve the request as presented. The motion passed.
- 4 Cancelled.
- 5 No discussion.
- 6 9:22 AM Director Evie McCurry also appeared. Cone explained the need for an office for the new hire. McCurry reported a state audit was just completed and for state compliance, probation officers must be in an office and locked. Crowder moved to approve the office request. The motion passed.
- 7 9:25 AM Public Works Director Kiel Burmester and Landfill Manager Dillon Evans were also present. Discussions included the outreach plan, fact sheet, public meeting, information to include in fact sheet, and budget numbers. A public meeting will be held September 21 at the Mountain View Elementary School.
- 8 9:50 AM Crystal gave an update on procurement projects.
- 9 9:55 AM Hough disclosed that the Convergys building is going to auction and there is potential for an admin building for the County. Concerns were shared for location, logistics, transport of money, and parking.
- 10 10:02 AM Crowder moved to enter into executive session under Idaho Code §74-206(1)(a)&(b) regarding personnel. The motion passed. 10:31 AM Hough moved to exit executive session. The motion passed.
- 11 11:00 AM Hough reviewed the landscaping bid solicitation. There were no responses. Crystal recommended to cancel and discuss how to move forward. Hough moved to cancel the bid. The motion passed.

Action Item Summary

ACTION/DIRECTION	ASSIGNED TO
Approved amended agenda, entry/exit Board of Ambulance, Ambulance claims, Commissioner report, payroll report, mileage reimbursements, purchase care reimbursement, alcohol licenses, and credit application.	Clerk/Auditing
Approved parking lot use for Idaho Food Bank Thanksgiving food distribution.	Parks & Rec
Approved office request for adult probation.	Probation/Facilities
Executive session – personnel.	Clerk
Cancelled landscaping bid.	Procurement



MINUTES OF THE BOARD OF BANNOCK COUNTY COMMISSIONERS

Meeting Details

Date of Meeting	Tuesday, August 29, 2023
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, HR Director Ryan Belnap, and Attorney Brian Trammell (9:03 am)

Agenda Details

AGENDA	
1	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"> • Shanda Crystal, Chief Procurement Officer, Recommendation to award the Request for Proposals on Janitorial Services (requested 5 minutes) (action item)
4	<ul style="list-style-type: none"> • Ryan Belnap, Human Resources and Risk Management Director, seeking signature on USAble Life Group Application for Employee Benefits (requested 10 minutes) (action item)
5	<ul style="list-style-type: none"> • Kristi Klauser, Comptroller, seeking signature on documents renewing the Edward Byrne Memorial Justice Assistance Grant (requested 5 minutes) (action item)
6	<ul style="list-style-type: none"> • Kiel Burmester, Public Works Director, seeking approval and signature to apply for the Fiscal Year 2024 Local Transportation Project Grant Program Agreement Form (requested 5 minutes) (action item)
7	CONSENT AGENDA (action items): <ul style="list-style-type: none"> • Manual Checks • Alcohol Licenses and Catering Permits • Certificate of Residency Approval • Salary Rate Approval Forms/Notice of Separation with Potential Executive Session under Idaho Code §74-206(1)(a)&(b) regarding personnel with potential action following adjournment of Executive Session • Technology Forms • Minutes:
8	Public Hearing to approve the FY2024 Budget (action item)

Meeting Notes

- 1 8:59 AM Moser called the meeting to order.
- 2 No business.
- 3 8:59 AM Crystal reviewed the janitorial contract. Bids were received and evaluated. Questions arose regarding price per building and funding. 9:04 AM Dan Kendall appeared. Crystal reviewed the eval team and that weight was distributed at 58% for technical and 42% for cost. She recommended awarding the

contract to Night Owl Janitorial. Hough moved to award the contract to Night Owl Janitorial as presented. The motion passed.

4 9:09 AM Mark Seamons also appeared. Belnap reviewed we have benefits through LifeMap which is now USAble. Seamons reviewed changes to the step-up guarantee that will allow stepping up at any renewal of \$10,000 and will allow the same on a spouse and children.
 9:19 AM Belnap reviewed an additional opportunity to add short term disability. Seamons reviewed with sick leave program change, that long term disability kicks in at 90 days, but short term disability options are available with incremental payouts. A handout was submitted with examples of biweekly costs and exclusion periods. Crowder moved to offer option 1 for short term disability. The motion passed.

5 9:30 AM Klauser reviewed a grant renewal for the Edward Byrne grant that is shared with the City of Pocatello. The County is purchasing Toughbooks, as part of the replacement plan. Hough moved to accept the grant application as presented. The motion passed.

6 9:32 AM Burmester reviewed a grant released in June, but the application was not available until Aug 1. He discussed possible projects with LHTAC and local engineers that would fit in the grant's main purpose of helping mitigate impacts from state projects. Contracting, using staff, deadlines and match were discussed. Hough moved to authorize application for the grant. The motion passed.

7 9:42 AM Hough moved to approve the alcohol licenses. The motion passed. Hough moved to approve the certificates of residency. The motion passed.

8 11:00 AM Moser opened the public hearing. Crowder shared that all departments involved in preparing the budget worked diligently. Hough reviewed overcoming hurdles to keep the budget flat, such as health insurance increases, the Health Department unfunded mandate, and having an extra pay period. That amounted to overcome \$3 million to keep the budget flat. He applauded the Clerk and staff for their work and input. There are concerns going forward for salaries. With the state of the economy, there is worry for being behind the market by not giving much of an increase. He stands behind the budget. Moser explained that, although the health insurance increased, they did not increase the cost to employees. Employees and tax payers are vital. Hough clarified the overall budget increased, but the portion from taxes did not. The County's tax portion should reduce about \$25 per \$100,000 of taxable market value.
 11:04 AM Moser opened public comment and explained to keep on point of the public hearing.
 11:05 AM Heather Disselkoen, Pocatello, shared she cannot ascertain much from the budget document available. She has concerns with the budget for nonprofits, and that it is not administered in a fair way. This is an area for better communication to the public. Regarding the contribution for economic development, after two years, there should be an operational website, but that has not happened.
 11:08 AM Dixon echoed the Board's sentiments and felt the budget process was smooth. He explained there are a lot of taxing districts, and that if a property's taxes go up, it is not because of the County. The County is just the tax collector.
 11:10 AM Hough moved to adopt the FY24 budget as posted and presented. The motion passed.

Action Item Summary

ACTION/DIRECTION	ASSIGNED TO
Approved awarding the janitorial bid to Night Owl Janitorial.	Procurement/Facilities
Approved contract with USAble and offering short term disability.	HR/Auditing
Approved application and MOU for the Edward Byrne JAG grant.	Grant Team/Sheriff
Approved application to FY24 Local Transportation Project Grant Program.	Grant Team/Public Works
Approved alcohol licenses and certificates of residency.	Auditing/Clerk
Adopted FY24 budget.	Auditing/Clerk

**BOARD OF BANNOCK COUNTY COMMISSIONERS
MINUTE CERTIFICATION**

We, the Board of Bannock County Commissioners, hereby certify approval of the minutes of the Bannock County Commissioners' meetings inclusive of the dates of August 17, 22, 24, and 29, 2023, as approved during the meeting of September 19, 2023.

BOARD OF BANNOCK COUNTY COMMISSIONERS

Ernie Moser, Chair

Jeff Hough, Member

John Crowder, Member

ATTEST:

Jason C. Dixon, Clerk