

# Table of Contents

Agenda ..... 2

Signature on a fund disbursement request for Ambulance Grant number HC6141 (action item) ..... 4

Veterans Memorial Building update (potential action item) ..... 6

Commission direction on the Annex Storefront (action item) ..... 7

Monthly Facilities update ..... 7

(AMENDED to include) Scott Crowther, Business Manager and Events Director, seeking approval and potential signature on a Master Services Agreement with carbonhouse (action item) ..... 9

(AMENDED to include) Adam McKinney, 911 Communications, requesting to discuss moving a repeater from Franklin County to Bannock County (action item) ..... 21

Signature on Change Order #1 with Pro Builders Inc. (action item) ..... 23

Signature on Amendment #1 to an Independent Contractor Agreement with AverHealth (action item) ..... 24

..... 24

Procurement Update ..... 26

Regarding closing the 4H and Ag Extension checkbooks ..... 27

## Commissioners' Agenda

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

Times subject to change within 15 minutes of stated time.

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### Thursday, January 16, 2025

9:00 AM Claims Meeting and Work Session(action items)

#### Claims Agenda:

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

#### Work Session Agenda:

##### BOARD OF AMBULANCE DISTRICT

- Signature on a fund disbursement request for Ambulance Grant number HC6141 (action item)

**BOARD OF BANNOCK COUNTY COMMISSIONERS**

- Miguel Dominic, Bannock County Veterans Memorial Building, providing a Veterans Memorial Building update (requested 10 minutes) (potential action item)
- Daniel Kendall, Chief Building Officer, requesting (1) Commission direction on the Annex Storefront, and; (2) providing a monthly facilities update (requested 10 minutes) (action item)
- (AMENDED to include) Scott Crowther, Business Manager and Events Director, seeking approval and potential signature on a Master Services Agreement with carbonhouse (requested 5 minutes) (action item)
- (AMENDED to include) Adam McKinney, 911 Communications, requesting to discuss moving a repeater from Franklin County to Bannock County (requested 5 minutes) (action item)
- Shanda Crystal, Chief Procurement Officer, seeking to discuss (1) potential signature on Change Order #1 with Pro Builders Inc.; (2) potential signature on Amendment #1 to an Independent Contractor Agreement with AverHealth, and; (3) providing a procurement update (requested 10 minutes) (action item)
- Kristi Klauser, Comptroller, regarding a closing the 4H and Ag Extension checkbooks (requested 10 minutes) (action item)

**10:00 AM** Board of Equalization - Subroll and Occupancy (action item)

**10:30 AM** Hardship Hearing with potential Executive Session under Idaho State 74-206 (1)(d) to consider records that are exempt from disclosure as provided in chapter 1, title 74, Idaho Code; with potential action following adjournment of Executive Session (action item)

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



**ERNE MOSER**  
 Commissioner  
 1st District

**JEFF HOUGH**  
 Commissioner  
 2nd District

**JOHN CROWDER**  
 Commissioner  
 3rd District

## Business Meeting Agenda Request Form

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

Requestor Name:

Kristi Klauser

Department:

Auditors

Requestor Email:

kristik@bannockcounty.gov

Item(s) to be considered:

Signature only- Fund disbursement request for Ambulance Grant number HC6141

Date of meeting being requested:

01/14/2025

Time requested:

5 Minutes

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

No

Contract/Agreement Begin Date:

Contract/Agreement End Date:

List of additional attendees:

Jason C. Dixon  
Clerk of the District Court  
Ex-Officio Auditor - Recorder  
Clerk to the Commissioners



Bannock County Auditing  
624 E. Center, Room 104  
Pocatello, Idaho 83201-6274  
Phone: (208) 236-7335

Date:

Bureau of EMS and Preparedness  
Attn: Gail Zarr  
224 Old Penitentiary Rd  
Boise ID 83712-8249

Via Email:  
EMSGrants@DHW.Idaho.gov

Re: EMS Dedicated Account III Grant

Disbursement Request for HC6141  
Date of Service: 09/03/24 - 05/31/26

Disbursement/Invoice No: BCAD6141

On behalf of our agency, Bannock County, please accept this request for fund disbursement for the above to complete the purchase that is outlined in our EMS Dedicated Account III subgrant.

Description of Equipment and/or Vehicle	Award
Patient Transport Ambulance	\$208,333.00
Total Amount Requested	\$208,333.00

As a representative of the subrecipient, I certify the funding requested through this award does not duplicate or supplant other funds received through existing payment or other programs. I understand that our subgrant becomes effective on the date it is signed by the Division Administrator of the Division of Public Health and ends on date noted within the subgrant. Billing for services that occur outside of the subgrant dates will not be accepted or submitted without proof and the expenditure will be returned.

Signature: \_\_\_\_\_

Date: January 14, 2025

Name: \_\_\_\_\_

Title: Commissioner, Chairman

Attachment:  
Signed Post Award Quote

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**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 9:00 AM, unless otherwise noticed. Email this completed form any supporting documents to [agendarequest@bannockcounty.gov](mailto:agendarequest@bannockcounty.gov) by noon on the Monday prior to the scheduled meeting.

Name / Department:

Miguel Dominic - Bannock County Veterans Memorial Building

Email:

bcvma@yahoo.com

Concern/Issue/Question:

Providing an Veterans Memorial Building update

Suggested Solution:

Date of meeting being requested:

01/16/2025

How much time will be needed?

10 minutes

List of attendees:

## BANNOCK COUNTY COMMISSIONERS

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Name / Department:

Daniel Kendall - Facilities

Email:

danielk@bannockcounty.us

Concern/Issue/Question:

Requesting (1) Commission direction on the Annex Storefront, and; (2) providing a monthly facilities update

Suggested Solution:

Date of meeting being requested:

01/16/2025

How much time will be needed?

10 minutes

List of attendees:

Ashley Ford

**Kristi Davenport**

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**From:** Daniel Kendall  
**Sent:** Monday, January 6, 2025 12:42 PM  
**To:** Kristi Davenport  
**Subject:** Annex facelift  
**Attachments:** annex screenshot.jpg

Hello Kristi Davenport,

As you know, the facelift of the annex went out to bid but we did not receive any interest from contractors. I would propose that we simplify the design and use the color scheme we have chosen on the ADA entrance.

First stage scope of work-

- a. Above the eyebrow or overhang resurface the face with 1-1/2" foam and stucco.
- b. Vertical grooves every 2-3' to resemble the front on the courthouse and create dimension.
- c. Stucco colors to match the color scheme of the new ADA entrance and pavilion

Estimate \$30k. Work could begin in March if approved.

The second phase would be to replace the siding below the eyebrow or overhang, CM Construction would like to give us a quote on that work. I'm not yet sure on the product or price but would also resemble the new ADA entrance and pavilion. Thoughts?

**Daniel Kendall- CBO**

Facilities Director - Project Manager  
c. (208)251-2460  
danielk@bannockcounty.gov



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Name / Department:

Scott Crowther - Event Center

Email:

scottc@bannockcounty.gov

Concern/Issue/Question:

Requesting approval of and signature on a Master Services Agreement with CarbonHouse.

Suggested Solution:

Date of meeting being requested:

01/16/2025

How much time will be needed?

5 minutes

List of attendees:



## MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (the "**Agreement**"), dated as of January 16, 2025 (the "**Effective Date**"), is entered into by and between Bannock County Events Center the "**Client**") and [Carbonhouse LLC] DBA **CARBONHOUSE**, a Delaware Corporation ("**Carbonhouse**").

WHEREAS, Carbonhouse designs, develops and hosts websites, including for clients that require the ability to market and support ticketing demands of live music and sports events globally.

WHEREAS, Client owns and/or operates the Bannock County Events Center where live sports and entertainment events take place and desires to engage Carbonhouse to provide such website design, development and hosting for <https://bannockcountyeventcenter.us/> website (the "Website"), on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing and the mutual promises set forth herein and for other good and valuable consideration, the parties agree as follows:

1. **Term.**

The term of this Agreement will start on January 16, 2025 (the "Effective Date") and shall continue for three (3) years thereafter, i.e. until January 16, 2028, and shall be automatically extended for successive one year periods (each, "Renewal Year") until either party provides the other party with written notice of its intention not to renew at least ninety (90) days prior to the end of the then current term.

2. **Definitions.** The following terms will have the defined meanings below:

(a) "**Authorized User**" means an employee of Client who has been authorized by the Client and assigned a unique username-password combination to access and use the Carbonhouse Platform.

(b) "**Carbonhouse Materials**" means any software programs, tools, utilities, technology, processes, inventions, devices, methodologies, specifications, documentation, data, databases, ideas, concepts, information, techniques or materials of any kind, including its proprietary content management system currently known as "Showtime," that are the proprietary property of Carbonhouse or provided by third parties and licensed to Carbonhouse and any of the above used or developed by Carbonhouse or its personnel in connection with providing the Carbonhouse Platform and related services, including any and all Feedback (as defined in Section 4(a)(i) herein).

(c) "**Carbonhouse Platform**" means Carbonhouse Materials and related services, as used, improved, developed or updated by Carbonhouse from time to time.

(d) "**Client Content**" means the Client website(s) files and content, including all Client Images.

(e) "**Client Group**" means Client's affiliates, subsidiaries and its related entities.

(f) "**Client Images**" means all creative, audiovisual, personal works and images, including any graphics, text, formats, characters, icons, information, data, sound recordings, and logos supplied by Client to Carbonhouse which are included in any work used in the Client website(s).

(g) "**Documentation**" means the user documentation for the Carbonhouse Platform that Carbonhouse makes generally available to users.

3. **Services.** Carbonhouse shall provide the following services to Client during the Term of the Agreement:

(a) **Website Design and Development Services.** Carbonhouse will design and develop Client's Website(s), on a schedule as mutually agreed by the Parties. The design and development of Website(s) will involve the following phases:

i. Design Phase - Client will provide design recommendations via online form. Upon receipt, Carbonhouse will provide design utilizing Carbonhouse Essentials. Carbonhouse will provide one design with two iterations for the client review. Client will select a single design. Any changes to design, client will be billed at a per hour basis for updates to the design.

ii. Development Phase - In the development phase, Carbonhouse will construct the Website(s) for the Client.

*HTML production* - Following the approval of the design layouts, Carbonhouse will proceed to the programming stage. The programming languages Carbonhouse will utilize may include, but shall not be limited to, HTML, CSS or Javascript in order to convert the layouts to fully functioning pages on the web.

*Showtime CMS* – Showtime CMS Content Management System (“CMS”) is a Carbonhouse exclusive content management system. As part of the development phase, Carbonhouse will implement Showtime CMS for the website(s) to be developed by Carbonhouse for Client. The CMS will allow Client’s staff to add, edit, and delete content within the Client Website(s). This will be accomplished through a password-protected, web-browser interface.

*Testing* - Quality and assurances are important to Carbonhouse. As such, Carbonhouse shall undertake an extensive testing checklist prior to launch of the Client website(s). The Client website(s) will be tested for web browser compatibility with the following current dominant web browsers:

- Microsoft Edge latest version
- Google Chrome latest version
- Safari iOS – latest version (iPhone Vertical and iPad Horizontal)
- Android Chrome – latest version
- 

iii. Development Phase - In the development phase, Carbonhouse will construct the Website(s) for the Client.

*HTML production* - Following the approval of the design layouts, Carbonhouse will proceed to the programming stage. The programming languages Carbonhouse will utilize may include, but shall not be limited to, HTML, CSS or Javascript in order to convert the layouts to fully functioning pages on the web.

*Showtime CMS* – Showtime CMS Content Management System (“CMS”) is a Carbonhouse exclusive content management system. As part of the development phase, Carbonhouse will implement Showtime CMS for the website(s) to be developed by Carbonhouse for Client. The CMS will allow Client’s staff to add, edit, and delete content within the Client Website(s). This will be accomplished through a password-protected, web-browser interface.

*Testing* - Quality and assurances are important to Carbonhouse. As such, Carbonhouse shall undertake an extensive testing checklist prior to launch of the Client website(s). The Client website(s) will be tested for web browser compatibility with the following current dominant web browsers:

- Microsoft Edge latest version
- Firefox Version latest version
- Safari Version latest version
- Google Chrome latest version
- Safari iOS – latest version (iPhone Vertical and iPad Horizontal)
- Android Chrome – latest version

iv. Deployment – In the deployment phase, Carbonhouse will provide the following to Client:

*Training* - After Client has provided its acceptance of the Website(s), Carbonhouse will begin training of Client Group's (as defined herein) personnel to ensure that they are proficient in updating content on the Website(s).

*Roll-out* - Upon completion of training, Carbonhouse will move the files to a permanent secure hosting location in preparation for the Client website launch. Once this is accomplished, the Client website(s) is launched.

The Website(s) will include functionality outlined in the *Web Design & Development Proposal* dated March 14, 2024, and attached hereto as Exhibit B, including the following items approved by Client: Option 1, Essentials, Large Event Calendar with Printable format, Flexible Tiles System(Promo System).

(b) Website Hosting Services. Carbonhouse shall provide storage space for Website(s) on a secure web server and provide telecommunications for unlimited GB of data transfer (for Client and its customers) per month for the storage, publication, display and management of the Client Content and Client website(s) on the internet, in accordance with the terms and conditions hereof. Continued use of the CMS by Client is included as part of the website hosting services. Carbonhouse will perform nightly incremental backup of files. Carbonhouse will follow its internal archival procedures for Client Data. In the event of any loss or corruption of Client Data, Carbonhouse will use commercially reasonable efforts to restore the lost or corrupted Client Data from the latest backup of such Client Data maintained by Carbonhouse.

(c) Website Support Services. Carbonhouse shall, at no additional charge to Client, provide Client unlimited training and technical support relating to the use of the Carbonhouse Platform for creating and maintaining the Website(s). This shall include answering questions about and offering advice on the specific use of the Carbonhouse Platform, but shall not include questions or advice relating to instructional design issues. Carbonhouse may provide minor or nominal update, maintenance and administrative services for no additional charge.

(i) At the Client's request, Carbonhouse shall provide more extensive update, maintenance and administrative services; fees for such services shall be at then current standard rate card. Requests for more extensive update, maintenance and administrative services, including the schedule and fees for such services, will be as mutually agreed.

(ii) When reported by the Client, Carbonhouse agrees to investigate defects in the Carbonhouse Platform and Website(s) that prevent its proper performance (the "Deficiencies") and to exercise its reasonable best efforts to complete the corrective action, if any, which Carbonhouse and the Client mutually agree to be reasonable and appropriate as soon as possible, including but not limited to temporary fixes, patches and corrective releases supplied to Carbonhouse's clients generally. All service requests will be provided and responded to consistent with those detailed in Section 15, herein.

#### 4. Payment & Late Fees.

Client agrees to pay Carbonhouse the fees set forth in Exhibit A. Carbonhouse will issue Client an invoice at the end of each month during the License Period and, unless otherwise set forth in the Schedule, fees are payable and due within thirty (30) days after the date of invoice. All stated fees are exclusive of taxes or duties of any kind. Client will be responsible for, and will promptly pay, all taxes and duties of any kind (including but not limited to sales, use and withholding taxes) associated with this Agreement or Client's use of the Carbonhouse Platform, except for taxes based on Carbonhouse's net income. If Carbonhouse is required to collect any tax for which Client is responsible, Client agrees to pay such tax directly to Carbonhouse. All past due amounts will incur interest at a rate of 1.5% per month or the maximum rate permitted by law, whichever is less.

#### 5. Client's Responsibilities.

(a) Client Content. Client shall have sole control and ownership over the Client Content, including Client Images. Carbonhouse shall not modify or supplement any Client Content (other than modifications strictly necessary to upload the Client Content to the Website(s)) or the Website(s) that has been accepted by Client, except with Client's prior written consent. Carbonhouse shall also permit Client to electronically transmit or upload Client Content directly to the Website(s). Client shall have sole responsibility for all content in its web pages supplied by Client and for all information or data disseminated thereby. Client accepts final responsibility for the selection and use of all Client Images. Client hereby grants to Carbonhouse a non-exclusive, worldwide license to use, reproduce and transfer the Client Image solely in connection with the services and Client's use of the Carbonhouse Platform and Carbonhouse's provision of the Carbonhouse Platform to Client. Client represents and warrants to Carbonhouse that Client has all rights in the Client Image necessary and sufficient to transmit to, upload to, transfer to, process on, store in, or cause to interface with, Client's Account or the Carbonhouse Platform, and to grant the rights contemplated by this Agreement, including from any third party or person featured in the Client Image.

(b) Website Materials & Disclaimers. Client is responsible for all disclaimers on the Website(s), which may include (without limitation) copyright notices, trademark notices, content disclaimer and limitation of liability, statement of policy regarding permitted uses, instructions for contacting Client if additional use is sought, policies regarding collection and use of personal information, privacy policies, terms and conditions, and, if Client offers goods or services for sale, warranty disclaimers.

(c) Use of Carbonhouse Platform. Client shall be solely responsible for all claims, losses or damage caused by or arising from Client's use of the Carbonhouse Platform, including any output and/or results obtained from the use thereof and for conclusions drawn from such use.

(d) Data. Client owns all Client Data and consents to Carbonhouse's access, collection, transmission, storage, copying, processing, analysis and use of Client Data. Client is solely responsible for developing and implementing all necessary data policies, including those necessary to comply with all laws and regulations.

(e) Data Privacy, Accessibility and Other Laws. Client is solely responsible for ensuring it is compliant with all laws, rules, regulations, and otherwise meeting industry standards and best practices related to its business, including, without limitation, with respect to privacy, use of consumer data, and the protection of and accessibility for disabled consumers, including as it relates to access both in venue and to the Website(s) (for example, ensuring compliance with Web Content Accessibility Guidelines promoted by the World Wide Web Consortium/www.w3c.org).

## 6. Carbonhouse Responsibilities.

(a) Maintenance and Support. Except as otherwise agreed in writing by the Parties, the Website(s) shall be accessible to Internet users twenty-four (24) hours per day, seven (7) days per week, with the sole exception of scheduled maintenance periods, which shall last no longer than a total of one (1) cumulative hour per calendar month and shall be performed only upon Client's advance written approval which approval shall not be unreasonably withheld and which shall take place between the hours of 3 a.m. and 4 a.m. Eastern Standard Time. Carbonhouse will notify Client at least twenty-four (24) hours in advance of any such scheduled maintenance. Scheduled maintenance will not be deemed to be a failure to provide services in accordance with this Agreement.

(b) Response and Investigation. Carbonhouse shall respond to inquiries to investigate within 24 hours. Inquiries to Carbonhouse to investigate urgent issues will be responded to within two (2) hours. If reported Deficiencies result from: (i) malfunctions of Client equipment or software, (ii) improper Client operator procedure or misuse of the Carbonhouse Platform by Client, (iii) modifications or changes made to the Carbonhouse Platform without Carbonhouse's prior written approval, or (iv) Client developed features, then (a) the Carbonhouse shall not be deemed to be in breach of the Agreement and (b) Carbonhouse shall use commercially reasonable efforts to correct the Deficiencies as an additional service at the Client's expense at Carbonhouse's then-standard rates for such services.

(c) Insurance. During the Term of this Agreement, Carbonhouse shall maintain, at its expense, a policy or policies of insurance for industry standard coverages. All insurance policies shall be issued by

an insurer rated by A.M. Best Co. as A-VIII or higher. Carbonhouse shall provide proof of such insurance to Client upon request and shall name Client as an additional insured for the Term hereof, when appropriate and necessary.

7. **Client Assumption of Risk.**

Client acknowledges and agrees that, despite Carbonhouse's best efforts, circumstances beyond Carbonhouse's control may cause disruption in the Services provided by Carbonhouse. Client therefore acknowledges and agrees that Carbonhouse shall not be liable to the Client for the following:

(a) **Third Party Disruption of Client Data.** Any loss, destruction, alteration, unauthorized disclosure or corruption of Client Data caused by any third-party. CARBONHOUSE'S EFFORTS TO RESTORE LOST OR CORRUPTED CLIENT DATA PURSUANT TO THIS SECTION 7 SHALL CONSTITUTE CARBONHOUSE'S SOLE LIABILITY AND CLIENT'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF ANY LOSS OR CORRUPTION OF CLIENT DATA.

(b) **Force Majeure.** Any harm, liability or damage caused by a Force Majeure condition (including, but not limited to, fire, accident, acts of God, severe weather conditions, power outages, telecommunications interruption, strikes or labor disputes, war or other violence, or any law, order, proclamation, regulation, ordinance, demand or requirement of a government agency).

8. **Ownership & Use of Platform.**

(a) **Ownership.** Carbonhouse and its licensors reserve sole and exclusive ownership of the Carbonhouse Platform, and all copyrights, patents, trademarks, and other intellectual property rights therein. The parties acknowledge and agree that the Carbonhouse Platform does not include Client Content. Client may not remove, alter, or obscure any copyright, trademark, or other proprietary rights notices appearing on the Carbonhouse Platform. If Client provides Carbonhouse with any suggestions, comments, or other feedback regarding the Carbonhouse Platform ("*Feedback*"), *Client acknowledges that such Feedback will become the exclusive property of Carbonhouse, and Carbonhouse may use (or not use) any such Feedback in any manner and for any purpose, without compensation to Client and without implying or creating any interest on Client's part in any of Carbonhouse's products or services that may be based on such Feedback. Client hereby irrevocably assigns and agrees to assign to Carbonhouse all right, title, and interest in any Feedback Client provides.*

(b) **License.** Subject to the terms and conditions of this Agreement, and solely for Client's and the Client Group's business purposes and not for resale or distribution to third parties, Carbonhouse grants the Client Group a limited, non-exclusive, non-transferable, revocable license during the License Period to access and use the Carbonhouse Platform via Carbonhouse's cloud-based services (subject to Client's having a valid Account as described in Section 11(b) below), solely to execute, publish, display, transmit, manage the Client website(s) on the World Wide, in accordance with the terms and conditions of this Agreement. Other than as provided herein, the Client shall have no other rights, whatsoever, with respect to its use of the Carbonhouse Platform. Therefore, without the express written permission of Carbonhouse, Client shall have no right to the use of or license in the Carbonhouse Platform upon replacement or redesign of the Client website(s) with the design, content, programming or website architecture developed, produced or created by anyone other than Carbonhouse or to the use of the Carbonhouse Platform for any purpose other than as expressly set forth in this Agreement. Under no circumstances may the Client duplicate, distribute or sell the Carbonhouse. Client shall not permit any third party other than the Client Group to use the Carbonhouse Platform or any part thereof, except as may be required for a third party to access, support, and use the Website(s). Client's rights in the Carbonhouse Platform will be limited to those expressly granted in this Agreement. Carbonhouse and its licensors reserve all rights and licenses in and to the Carbonhouse Platform not expressly granted to Client under this Agreement.

9. **Compliance with Laws.**

Each Party will comply with all laws, rules, regulations, and industry standards and best practices ("Laws") applicable to such Party and its business in any country in which they do business under this Agreement, including but not limited to such Laws as may relate to collection, use, or storage of data. By way of example and not limitation, Client shall be responsible to ensure its compliance with all Laws related to the protection of and accessibility for disabled consumers, including as it relates to access both to its venues and events and to the Website(s) (for example, ensuring compliance with Web Content Accessibility Guidelines promoted by the World Wide Web Consortium/www.w3c.org).

10. **Confidential Information.**

The parties agree that they will not disclose any Confidential Information to any unauthorized third party and will not use the other party's Confidential Information for any purpose other than for the performance of the rights and obligations hereunder during the term of this Agreement without the prior written consent of the other party. The parties further agree that Confidential Information shall remain the sole property of the other party and that they will take all reasonable precautions to prevent any unauthorized disclosure of Confidential Information by their employees. No license shall be granted by one party to the other with respect to Confidential Information disclosed hereunder unless otherwise expressly provided herein. Upon the request of either party, the other party will promptly return all Confidential Information furnished hereunder and all copies thereof. "Confidential Information" shall include any program, licenses and all other information that would reasonably be considered confidential, whether or not marked as confidential, including but not limited to information relating to a party's technology, finances, customer information, trade secrets, know-how, employees, customers, website visitors, organization, activities, policies, written reports, findings, conclusions, recommendations, or reporting data and analysis or products or other confidential information disclosed hereunder in writing, orally, or by drawing or other form. Notwithstanding the foregoing, Confidential Information shall not include information which: (i) is known to the receiving party at the time of disclosure; (ii) is or become publicly known through no wrongful act of the receiving party; (iii) is rightfully received from a third party without restriction on disclosure; (iv) is independently developed by the receiving party; (v) is furnished to any third party by the disclosing party without restriction on its disclosure; (vi) is approved for release upon a prior written consent of the disclosing party; or (vii) is disclosed pursuant to judicial order, requirement of a governmental agency or by operation of law.

11. **Trade Secrets: Acknowledgement and Protection.**

(a) **Acknowledgement.** Client acknowledges that the Carbonhouse Platform contains trade secrets of Carbonhouse and its licensors, and, in order to protect such trade secrets and other interests that Carbonhouse and its licensors may have in the Carbonhouse Platform, Client may not, and Client agrees not to, reverse engineer, decompile or disassemble the Carbonhouse Platform or any portion thereof, or otherwise attempt to create or derive the source code. In addition, Client may not, and Client agrees not to: (i) sell or sublicense the Carbonhouse Platform; (ii) modify the Carbonhouse Platform; (iii) distribute or copy the Carbonhouse Platform in whole or in part; (iv) use the Carbonhouse Platform in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this Agreement or Carbonhouse's applicable documentation; (v) access or use any areas of the Carbonhouse Platform for which Carbonhouse has not granted Client authorization, or tamper or interfere with Carbonhouse's computer systems or the technical delivery systems of Carbonhouse's providers; or (vi) encourage, authorize, or enable anyone to do any of the foregoing.

(b) **Account Protection.** In order to access and use the Carbonhouse Platform without making vulnerable the trade secrets contained therein, Client will need to register and create an account ("*Account*"). Client agrees to provide accurate, current and complete information about the Client Account, which includes all individual Authorized User Accounts. Carbonhouse reserves the right to suspend or terminate the Client Account or any individual Authorized User's Account, if any information provided during the registration process or thereafter is or becomes inaccurate, false or misleading. Client is responsible for maintaining the confidentiality of Client's passwords and Account, including all user names and passwords information assigned to its Authorized Users, and agrees to notify Carbonhouse if any of the passwords is lost, stolen, or disclosed to an unauthorized third-party, or otherwise may have been compromised. Client is responsible for all activities that occur under the Client Account, including the activities carried out by individual employees. Client acknowledges and agrees that Carbonhouse is not required to monitor or police communications or data transmitted through the Carbonhouse Platform and that Carbonhouse shall not be responsible for the content of any such communications or transmissions.

Client shall use the Carbonhouse Platform exclusively for authorized and legal purposes, consistent with all applicable laws, regulations and the rights of others. Client shall keep confidential and not disclose to any third-parties, and shall ensure that Authorized Users keep confidential and do not disclose to any third-parties, any user identifications, account numbers or account profiles.

12. **Termination.**

Either party may terminate this Agreement (i) if the other party breaches any material term of this Agreement and fails to cure such breach within thirty (30) days after receipt of a written notice thereof or (ii) upon the other party's initiation of any proceeding under applicable bankruptcy or insolvency laws which is not dismissed within thirty (30) days and such party is unable to perform its obligations under this Agreement. Carbonhouse may suspend Client's Account (including individual Authorized User's Account) and Client's use of the Carbonhouse Platform as Carbonhouse deems appropriate to prevent, investigate, or otherwise address any suspected misuse of the Carbonhouse Platform or until any past due amounts have been paid. Upon either party's request, the other party shall return to the requesting party any data, records, or other materials belonging to the requesting Party, including without limitation, all Confidential Information. Upon any termination, the Carbonhouse Platform and the Client website(s) shall be promptly returned to Carbonhouse and any Client Content shall be promptly returned to Client in a commercially standard format. Termination of this Agreement shall not limit either party from pursuing any other remedies available to it, including injunctive relief, nor shall termination relieve Client of its obligation to pay all charges that have accrued prior to such termination for the services.

13. **Disclaimers.**

(a) The Carbonhouse Platform is provided "as is," exclusive of any warranty whatsoever. Carbonhouse makes no warranty that the Carbonhouse Platform will meet Client's requirements or be available on an uninterrupted, secure, or error-free basis.

(b) Carbonhouse expressly disclaims any warranties and conditions, express or implied, including but not limited to any implied warranties and conditions of merchantability, fitness for a particular purpose, and noninfringement, and any warranties and conditions arising out of course of dealing or usage of trade. No advice or information, whether oral or written, obtained concurrently from Carbonhouse or elsewhere will create any warranty or condition not expressly stated in this agreement.

14. **Indemnity.**

(a) **Carbonhouse.** Carbonhouse will indemnify, defend and hold harmless Client and its officers, directors, employee and agents, from and against any claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable legal and professional fees, to the extent that it is based upon a third-party claim that the Carbonhouse Platform, as provided by under this Agreement and used within the scope of this Agreement, infringes or misappropriates any intellectual property right in any jurisdiction, and will pay any costs, damages and reasonable attorneys' fees attributable to such claim that are awarded against Client, provided that Client: (i) promptly notifies Carbonhouse in writing of the claim; (ii) grants Carbonhouse sole control of the defense and settlement of the claim; and (iii) provides Carbonhouse, at Carbonhouse's expense, with all assistance, information and authority reasonably required for the defense and settlement of the claim. If use of any of the Carbonhouse Materials and/or Carbonhouse Platform is, or in Carbonhouse's reasonable opinion is likely to be, the subject of a claim specified this section, then Carbonhouse may, at its sole option and expense: (a) procure for Client the right to continue using the Carbonhouse Materials and/or Carbonhouse Platform; (b) replace or modify the Carbonhouse Materials and/or Carbonhouse Platform so that it is non-infringing while maintaining substantially equivalent in function to the original Carbonhouse Materials and/or Carbonhouse Platform; or (c) if options (a) and (b) above cannot be accomplished despite Carbonhouse's reasonable efforts, then Carbonhouse or Client may terminate this Agreement and Carbonhouse will provide pro rata refund of unused/unapplied fees paid in advance for any applicable subscription term.

15. **Miscellaneous.**

15. **Miscellaneous.**

(a) **Assignment.** Client may not assign this Agreement without Carbonhouse's prior written consent and any attempt to do so will be void, except that Client may assign this Agreement, without Carbonhouse's consent, to a successor or acquirer, as the case may be, in connection with the sale of all or substantially all of Client's assets. Subject to the foregoing, this Agreement will bind and benefit the Parties and their respective successors and assigns.

(b) **No Election of Remedies.** Except as expressly set forth in this Agreement, the exercise by either Party of any of its remedies under this Agreement will not be deemed an election of remedies and will be without prejudice to its other remedies under this Agreement or available at law or in equity or otherwise.

(c) **Severability.** If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement will remain in full force and effect, and the provision affected will be construed so as to be enforceable to the maximum extent permissible by law.

(d) **Survivability.** Rights and obligations under this Agreement which by their nature should survive (including, without limitation, obligations of confidentiality, privacy and data protection, and warranties) will remain in effect after termination or expiration of this Agreement. No termination of this Agreement will relieve the applicable party from liability arising from breach of this Agreement on or prior to the termination date.

(e) **Notices.** All notices required or permitted under this Agreement will be in writing, will reference this Agreement, and will be deemed given: (i) when delivered personally; (ii) one (1) business day after deposit with a nationally-recognized express courier, with written confirmation of receipt; (iii) three (3) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (iv) twenty-four (24) hours after having been sent via electronic mail to the identified contact person. All such notices will be sent to the addresses set forth below or to such other address as may be specified by either Party to the other Party in accordance with this Section.

If notice to carbonhouse, llc:

Carbonhouse LLC  
5727 Westpark Drive, Suite 108  
Charlotte, NC 28217  
Attn: Brandon Lucas

If notice to [Client]:

Bannock County Events Center.  
10588 Fairground Dr.  
Pocatello, ID 83201  
Attn: Jeff Hough

(f) **Dispute Resolution.** This Agreement and any action related thereto will be governed by the laws of the State of Idaho without regard to its conflict of laws provisions. Client and Carbonhouse irrevocably consent to the jurisdiction of, and venue in, the state or federal courts located in the State of New York for any disputes arising under this Agreement.

(g) **Waiver.** The failure by either Party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of each Party.

(h) **Non-Appropriation.** This Agreement is contingent upon the appropriation of funds by Bannock County for the purpose of fulfilling the Client's obligations under this contract. If such funds are not appropriated, the Client may withdraw from this Agreement without penalty of liability based upon the withdrawal.

(i) **Entire Agreement.** This Agreement constitutes the complete and exclusive agreement of the Parties with respect to its subject matter and supersedes all prior understandings and agreements,

whether written or oral, with respect to its subject matter. Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by the Parties hereto.

(j) Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

**Carbonhouse, LLC**

**Bannock County Events Center**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Brandon Lucas

Name: Jeff Hough

Title: V.P Sales & Operations

Title: Commissioner, Chairman

**EXHIBIT A****Carbonhouse Fees****Website Design and Development Fees.**

<b>Total website design and development fee:</b>	<b>\$25,000</b>
<b>Payment date:</b>	<b>Payment amount:</b>
Project kick off:	50% of the total fee in the amount of \$12,500
Design approval:	25% of the total fee in the amount of \$6,250
Website launch:	25% of the total fee in the amount of \$6,250

**Website Hosting Fee (per website hosted by the Platform)**

Unlimited hosting, license and support services	\$650 per month, beginning two weeks from soft launch or live launch. Whichever sooner.
Extensive update, maintenance or administrative services	Current rate card rate which is currently \$250.00/hr.
Deficiency services	Current rate card rate which is currently \$250.00/hr.

**New Features and Functionality Fee**

New features and functionality	Current rate card rate which is currently \$250.00/hr.
--------------------------------	--

All Website Hosting Fees and New Feature and Functionality Fees shall increase by 5% during each Renewal Year, unless otherwise agreed to in writing by the parties.

**EXHIBIT B**

**[Web Design and Development Proposal]**

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 9:00 AM**, unless otherwise noticed. Email this completed form any supporting documents to [agendarequest@bannockcounty.gov](mailto:agendarequest@bannockcounty.gov) by noon on the Monday prior to the scheduled meeting.

Name / Department:

Adam McKinney / 911 Communications

Email:

adam@bannockcounty.us

Concern/Issue/Question:

Would like to discuss moving a shared four-county repeater which is owned by Franklin County to the Bannock County radio bunker on Sedgewick Peak. The repeater currently supports Search and Rescue, Fire, and AUXCOM in Bannock, Caribou, Bear Lake, and Franklin County. Currently these four counties share the cost of \$600 per year, and they have shared this cost for more than a decade.

The repeater it is in the Idaho Military Division radio tower, but they are seeking to have it taken out

Suggested Solution:

Franklin County brought this issue to the Districtwide Interoperability Governance Board for District 5 through the IOEM Area Field Officer, Darren Letzering. The DIGB discussed the possibility of moving the repeater and related gear to the Bannock County radio tower and bunker on Sedgewick Peak.

Bannock County Emergency Communications verified there is enough space in the existing tower

Date of meeting being requested:

01/16/2025

How much time will be needed?

5 minutes

List of attendees:

Wes Jones, Darin Letzring, dletzring@imd.idaho.gov



**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](mailto:agendarequest@bannockcounty.us) by noon on Monday prior to the scheduled meeting.**

**Name/Department:**

Shanda Crystal/Chief Procurement Officer

**Concern/issue/question:**

Request to discuss 1) a potential signature on a change order with ProBuilders, Inc, 2) a potential signature on a contract amendment with Averhealth, and 3) a procurement update.

**Suggested solution?**

**How much time will be needed for this issue?**

10 minutes

**What meeting date is requested?**

1/16/25

**List of attendees:**

Levi Waldron and Jason Dye

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

Commissioner Office Only:	
Date: 1/13/25	Time: _____



970 W. Cedar  
Pocatello, Idaho 83201  
Office (208) 233-3111  
Fax (208) 233-3113

Bannock County  
Sheriff Addition  
5800 S 5<sup>th</sup> Ave  
Pocatello, Idaho 83204

January 9, 2025

**CHANGE ORDER #1**

Excavate along building and discovered existing concrete column bases were not in sonotube and were only 16" deep. Dig and backfill test holes along building to determine depth in multiple spots for the engineer. Talked to structural about options for shoring existing columns to allow the new foundation to be excavated and poured along new building. Engineer decided we needed to pour the floor first and then the concrete stem wall on top of floor to help shore the existing building columns. The existing pier concrete and concrete wall on the south side of building needed to be jackhammered and removed to allow new concrete to be doveled into and cap over with new foundation wall and floor.

Equipment and trucking	No Charge
Additonal Material and Concrete:	No Charge
Disposal of concrete	No Charge
Additional Labor 65 man hours@\$85	\$ 5,525.00

**TOTAL COST OF CHANGE ORDER #1                      \$ 5,525.00**

Respectfully submitted,

Accepted By:

  
\_\_\_\_\_  
Tiffany Frasure

\_\_\_\_\_  
Bannock County      1/16/25

Approved By:   
\_\_\_\_\_  
Ted Booth, Booth Architecture



## Independent Contactor Agreement

Procurement Contract Number 2023.015

Project Name: Drug Testing Services

Contractor: Avertest, LLC

Amendment: #1

This Contract Amendment is entered into by Bannock County, a political subdivision of the State of Idaho, herein "*COUNTY*" and Avertest, LLC d/b/a Averhealth herein "*PROVIDER*". The effective date of the original contract is October 1, 2023.

### THE PARTIES AGREE AS FOLLOWS:

**1. PAYMENT:** Effective March 1, 2025 the *COUNTY* agrees to pay *PROVIDER* \$16.00 per base panel drug test for their services rendered under this Agreement within forty-five (45) days from the receipt of complete invoice. The parties agree that *PROVIDER* will invoice *COUNTY* for payment under this Agreement for services rendered herein.

**2. RIGHT OF CONTROL:** On March 1, 2025 *PROVIDER* agrees to maintain and operate a Client Care Center (PCC) for specimen collections located in a *PROVIDER*-maintained space. Space will be mutually agreed upon prior to the beginning of testing services. *PROVIDER* agrees that their other contracts or services shall not interfere with the performance of their services under this Agreement.

*PROVIDER* agrees to operate the PCC for five (5) consecutive hours on weekdays and four (4) consecutive hours on random weekends/holidays per the random selection process. The PCC will be closed if random testing is not scheduled. *PROVIDER* will staff the PCC with personnel that are vetted via a criminal background check and drug test. *PROVIDER* will train personnel on how to collect required specimens and provide instruction regarding confidentiality of alcohol and drug testing information.

**3. EFFECTIVE DATE:** Contract amendment for said services rendered from date contract is fully executed through September 30, 2025. Agreement will automatically renew for an additional one-year term unless notice is provided by either party ninety (90) days prior to September 30<sup>th</sup> of the given agreement year.

THIS AGREEMENT is an amendment of the original contract between *PROVIDER* and *COUNTY*.

WHEREAS, the *COUNTY* desires to amend the original contract and;

WHEREAS, the *PROVIDER* has agreed to amend the original contract; and

The parties hereby agree that all other provisions of the original contract, with the exception of the amendments as provided herein, shall remain in force during the period covered by this Agreement.

DATED this 16<sup>th</sup> day of January, 2025.



# Independent Contactor Agreement

Procurement Contract Number 2023.015

COUNTY:

BANNOCK COUNTY COMMISSIONERS

PROVIDER:

Avertest, LLC d/b/a Averhealth

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

By \_\_\_\_\_  
Dominique Delagnes

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

Its Chief Executive Officer  
*(Title or Office)*

\_\_\_\_\_  
Ken Bullock, Commissioner

WITNESS:

ATTEST:

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

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

		Bids in progress	Active Bids	Closed Bids	Projects in progress	Projects Completed
1/16/2025		1	2	3	0	3
Active	Department	Description	Budget Allocated	Status Update	Procurement Metrics	
In Progress	Public Works	Engineer Pool		Team is reviewing possibilities for ways to award contract		
Yes	Public Works	Bulk County Fuel	\$900,000 FY25-26	1/17 questions due; 1/4 & 1/11 published in ISJ; 12/16 begin drafting a bulk county fuel ITB		
Yes	Detention Center	Diesel Generator	\$300,000	1/16 mandatory pre-proposal mtg; 1/7 mandatory pre-proposal mtg; 12/12 issued addendum #3 changing to a bid for a GC		
No	Courthouse	Metal Detector Replacement	\$82,000 ARPA	12/19 piggyback a Cambridge School District contract with M2 Automations		
No	Detention Center	Communication Upgrade	\$770,000 ARPA	12/18 piggyback a Cambridge School District contract with M2 Automations; 12/10 submit piggyback for legal review		
No	Fairgrounds	Exhibit Hall Fire Suppression	\$100,000 ARPA	11/12 BOCC awarded contract to Legacy Fire Protection, LLC		

\* Project in progress

## 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 9:00 AM, unless otherwise noticed. Email this completed form any supporting documents to [agendarequest@bannockcounty.gov](mailto:agendarequest@bannockcounty.gov) by noon on the Monday prior to the scheduled meeting.

Name / Department:

Kristi Klauser/auditing

Email:

kristik@bannockcounty.us

Concern/Issue/Question:

Discuss closing outside 4H and Ag Extension checkbooks

Suggested Solution:

Date of meeting being requested:

01/09/2025  
14

How much time will be needed?

10 minutes

List of attendees:

Teri Johnson, Reed Findlay