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Commissioners' Agenda

The Board of County Commissioners (BOCC) is comprised of the three elected County Commissioners: Ernie Moser (District 1, Chair), Jeff Hough (District 2), and 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.

Tuesday, January 21, 2025

9:00 AM Business Meeting (action item)

BOARD OF COMMISSIONERS

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

- Indigent Business may require an Executive Session pursuant to Idaho Code §74-206(1)(d) to consider records exempt from public disclosure (action item)
- Ernie Moser, Commissioner, Executive Session under Idaho Code §74-206(1)(a) regarding personnel with potential action following adjournment of Executive Session (requested 10 minutes) (action item)
- Buddy Romriell, Assistant Public Works Director, seeking to discuss employee leave without pay with potential Executive Session under Idaho Code §74-206(1)(a) regarding personnel with potential action following adjournment of Executive Session (requested 10 minutes) (action item)
- Anita Hymas, Assessor, requesting signature on two Tax Cancellation Request Letters (requested 5 minutes) (action item)
- Tony Manu, Sheriff, requesting signature (1) on letter to Award Deputy Handgun and Badge upon retirement, and; (2) on the annual Agree to Provide Law Enforcement Protection – Fire and Ice Festival for the City of Lava Hot Springs Chamber of Commerce (requested 5 minutes) (action item)
- Adam McKinney, Chief Technical Officer, requesting signature on a letter of delegation for Apple Inc. to create a Bannock County developer account for the app store (requested 5 minutes) (action item)

- Kristi Klauser, Comptroller, regarding approval to sell bullet proof vest and ballistic panel to Power County (requested 5 minutes) (action item)
- Shanda Crystal, Chief Procurement Officer, seeking (1) potential signature on a change order with Teton West; (2) signature on a Sign Up Quote for Courthouse and Election signage; (3) approval to pay an invoice for additional sewer design, and; (4) signature on proposal from Divine Window Solutions (requested 5 minutes) (action item)
- Todd Mauger, Juvenile Justice, regarding (1) signature on a Site Agreement with Idaho State University, and; (2) signature on Date Use Agreement with the Urban Institute (requested 20 minutes) (action item)

RESOLUTIONS AND ORDINANCES (action items):

Resolution No. 2025-06 Appointing Chair of the Board of County Commissioners

Resolution No. 2025-07 Authorizing the Destruction of Records

Resolution No. 2025-08 Validating Garden Creek Road As A Public Right-of-Way

LETTERS AND NOTICES (action items):

SIGNATURE ONLY (action items):

CONSENT AGENDA (action items):

- Manual Checks
- Alcohol Licenses and Catering Permits
- Certificate of Residency Approval
- Salary Rate Approval Forms/Notice of Separation with Potential Executive Session under Idaho Code §74-206(1)(a)&(b) regarding personnel with potential action following adjournment of Executive Session
- Technology Forms
- Minutes: Approval of Meeting Minutes for January 9, 13, and 14, 2025, and Certification of Said Minutes



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

ERNIE MOSER
 Commissioner
 1st District

JEFF HOUGH
 Commissioner
 2nd District

KEN BULLOCK
 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:

Ernie Moser

Department:

Commission

Requestor Email:

Commission@bannockcounty.us

Item(s) to be considered:

Executive Session under Idaho Code §74-206(1)(a) regarding personnel with potential action following adjournment of Executive Session

Date of meeting being requested:

01/21/2025

Time requested:

10 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:



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 Phone: (208) 236-7210 • Fax: (208) 232-7369

ERNE MOSER
 Commissioner
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JEFF HOUGH
 Commissioner
 2nd District

JOHN CROWDER
 Commissioner
 3rd District

AGENDA REQUEST FORM

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

Name/Department:

Buddy Romriell/Road and Bridge

Item to be considered/background:

Employee leave without pay. Possible Executive Session.

How much time will be needed? Meeting date requested:

5 minutes

1/21/25

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

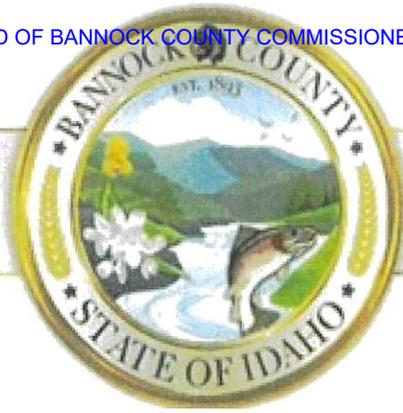
List of attendees:

Buddy Romriell/Kiel Burmester

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

Commissioner Office Only:	
Date: 1/21/25	Time: _____

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Requestor Name:

Anita Hymas

Department:

Assessor

Requestor Email:

anitah@bannockcounty.gov

Item(s) to be considered:

Tax Cancellation

Date of meeting being requested:

01/21/2025

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:

Randy Hobson



BANNOCK COUNTY
ASSESSOR'S OFFICE
130 N. 6TH AVE., Pocatello, ID 83201
P.O. Box 4969, Pocatello, ID 83205

ANITA HYMAS
Assessor

Phone: (208) 236-7260
Fax: (208) 232-7074

January 21, 2025

Honorable Commissioners
Ernie Moser, Chairman
Bannock County Courthouse
Pocatello, Idaho 83205

Honorable Commissioners:

Please allow the following property tax cancellations pertaining to the **2024 property tax roll**. Calculations are to be completed by the Bannock County Treasurer using the appropriate levy and the following market value. Any request for tax cancellation will be accompanied with an explanation for each individual parcel. This request for tax cancellation does not affect the certified market value. Idaho Code 63-1302

PARCEL NUMBER	OWNER	EXPLANATION	MARKET VALUE CANCELLATION
RPR3803008900	Matsaw, Sammy L	Tribal Exempt	\$146,154
RPR4433018107	Olson, Chancelor P	Hex not transferred from split in 2020	\$68,474
RPRCRG2000100	School District 25	District acquired Allstate bldg	\$150 Fee
RPRPCPP004107	School District 25	Land swap now owned by district	\$787,932
RPRPPOC344500	School District 25	District acquired Downard property	\$150 Fee
RPR4435000100	Rencher Enterprises	Cabin dbl assessed. Has LRPB parcel	\$598,685
RPRPTAS005000	Neighborhood Housing	Acquisition of property	\$150 Fee
RPRREQE001900	Equestrian Estates	Common area	\$5,000
MHMH033009700	Iverson, Kenneth O	Mannie in poor condition used for storage	\$12,270
RPR3803017604	Cutler, Brennyn A	Tribal Exempt	\$52,261
MHMH033009700	Morrison, Kile	Mannie torn down	\$4,800 + \$50 fee
RPRPCPP127501	Cole, Mary L	Home demolished	\$27,971

BANNOCK COUNTY COMMISSIONERS

Sincerely,

Anita Hymas
Bannock County Assessor
CC: TRSR; FILE

Chairman

Commissioner

Commissioner

1-21-25



BANNOCK COUNTY
 ASSESSOR'S OFFICE
 130 N. 6TH AVE., Pocatello, ID 83201
 P.O. Box 4969, Pocatello, ID 83205

ANITA HYMAS
 Assessor

Phone: (208) 236-7260
 Fax: (208) 232-7074

January 21, 2025

Honorable Commissioners
 Ernie Moser, Chairman
 Bannock County Courthouse
 Pocatello, Idaho 83205

Honorable Commissioners:

Please allow the following property tax cancellations pertaining to the **2023 property tax roll**. Calculations are to be completed by the Bannock County Treasurer using the appropriate levy and the following market value. Any request for tax cancellation will be accompanied with an explanation for each individual parcel. This request for tax cancellation does not affect the certified market value. Idaho Code 63-1302

PARCEL NUMBER	OWNER	EXPLANATION	MARKET VALUE CANCELLATION
RPRPFRH003200	Johnson, Brad H	Hex removed in 2023	\$125,000
RPRCRG2000100	School Dist 25	Dist acquired Allstate bldg., Landfill fee	\$150
RPR4433018107	Olson, Chancelor P	Hex not applied after 2020 split	\$53,856
RPRICPI010300	Coon, Charles E	Hex missing from dwelling	\$88,085

Sincerely,

Anita Hymas
 Bannock County Assessor
 CC: TRSR; FILE

BANNOCK COUNTY COMMISSIONERS

 Chairman

 Commissioner

 Commissioner

1/21/25



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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:

Tony Manu - Sheriff

Item to be considered/background:

Signature on Award of Deputy Handgun and Badge upon retirement

How much time will be needed? Meeting date requested:

5 minutes

1/21/25

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

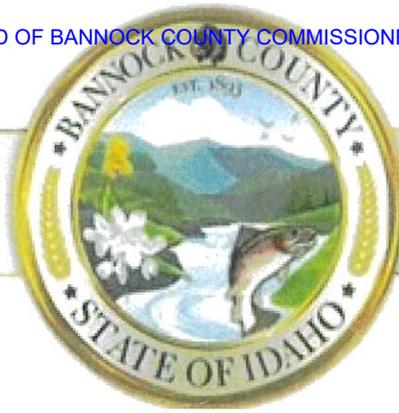
List of attendees:

Tony Manu - Sheriff

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

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

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Business Meeting Agenda Request Form

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Requestor Name:

Tereca Argyle

Department:

Sheriff's Office

Requestor Email:

terecaa@bannockcounty.us

Item(s) to be considered:

Annual Agreement to Provide Law Enforcement Protection - Fire & Ice Festival for City of Lava Hot Springs Chamber of Commerce.

Date of meeting being requested:

01/21/2025

Time requested:

5 Minutes

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

Agreement

Contract/Agreement Begin Date:

02/07/2025

Contract/Agreement End Date:

02/09/2025

List of additional attendees:

N/A - Signature Only

**AGREEMENT TO PROVIDE LAW
ENFORCEMENT PROTECTION**
Non-Mutual Aid Agreement

AGREEMENT, made between Bannock County Sheriff hereinafter referred to as the "LAW ENFORCEMENT" AND City of Lava Hot Springs Chamber of Commerce.

WHEREAS, City of Lava Hot Springs Chamber of Commerce desires to enter into a contract with Bannock County Sheriff for the performance of law enforcement protection within , and

WHEREAS, Bannock County Sheriff agrees to render such services and protection under the terms and conditions set forth herein, and

WHEREAS, this Agreement is authorized and provided for by the provisions of Idaho Code Sections 31-604.

NOW, THEREFORE, the parties hereto agree as follows:

1. LAW ENFORCEMENT PROTECTION: Bannock County Sheriff agrees to employ, furnish, and supply all necessary personnel together with their equipment, supplies and supervision, vehicles and equipment with maintenance, jail and communication facilities, records and record keeping, and such other items as are reasonably necessary to provide law enforcement protection within limits of BANNOCK COUNTY, hereinafter referred to as the "protected area" under the following terms and conditions:

a. Bannock County Sheriff will provide protection services for the protected area; within the city limits of Lava Hot Springs. This protection shall include at least TWO (2) LAW ENFORCEMENT deputies for a total of TWENTY (20) Hours during the Fire and Ice Festival on Saturday, February 8, 2025. The level of service shall be at least the same basic level of service provided to the governing area of LAW ENFORCEMENT.

b. The personnel used by Bannock County Sheriff to perform the law enforcement protection shall remain under the jurisdiction and control of Bannock County Sheriff while rendering the services and Bannock County Sheriff shall maintain the standard of performance of such personnel.

c. The scope of the law enforcement protection shall be to enforce all of the state laws and ordinances and to preserve the peace within the protected area.

d. All arrests made, or citations issued for misdemeanors or infractions that occur within the protected area shall be deemed Bannock County Sheriff arrests and citations for the purpose of prosecution and distribution of penalties, fines, and forfeitures.

2. EMPLOYEES OF LAW ENFORCEMENT: It is agreed that all employees of Bannock County Sheriff shall remain employees of Bannock County Sheriff for all purposes, including the payment of wages and benefits and the coverage of insurance, including worker's compensation. It is agreed that City of Lava Hot Springs Chamber of Commerce shall not be liable for compensation or indemnity to any of the employees of Bannock County Sheriff for injuries or sickness arising out of the performance of Bannock County Sheriff protection of the protected area, and Bannock County.

AGREEMENT TO PROVIDE LAW ENFORCEMENT PROTECTION

Non-Mutual Aid Agreement

3. **ADMINISTRATION:** Each of the parties have designated an employee to be its administrator of this Agreement for the purpose of coordinating the efforts of employees of the City of Lava Hot Springs Chamber of Commerce and the employees of Bannock County Sheriff in requesting and performing the law enforcement protection. The City of Lava Hot Springs Chamber of Commerce designates Collin Petrun, as its administrator and Bannock County Sheriff designates Lt. Jeff Fullmer, as its administrator. All communications between the parties with regard to this Agreement and the providing of law enforcement protection shall be made between these parties or their designee. Each party agrees to provide full cooperation and assistance to the other, so as to facilitate the performance of this Agreement.

4. **COMPENSATION:** As compensation for the law enforcement protection provided by Bannock County Sheriff, the City of Lava Hot Springs Chamber of Commerce hereby agrees to pay to Bannock County Sheriff the sum of \$ 63.00 per HOOR per Deputy. The amount of this compensation may be modified or amended only by an agreement in writing.

5. **TERM OF AGREEMENT:** This Agreement shall be effective commencing on the 7th day of February, 2025 and continue in full force and effect through the 9th day of February, 2025. The term of this Agreement may be extended by the parties by agreement in writing.

6. **RECITALS:** The above and foregoing recitals shall be considered a part of this Agreement for all purposes and interpretations.

AGREEMENT TO PROVIDE LAW ENFORCEMENT PROTECTION

Non-Mutual Aid Agreement

IN WITNESS WHEREOF, the parties have adopted this Agreement by its governing bodies and this Agreement has been signed and attested by the authorized officials of each party.

DATED this 15 day of January, 2025.

LAW ENFORCEMENT:

CONTRACTING AGENCY:

Tony T. Manu
Bannock County Sheriff

City of Lava Hot Springs Chamber of Commerce
(Contracting Agency)


Administrator of Contracting Agency

BOARD OF BANNOCK COUNTY COMMISSIONERS

_____ Ernie Moser, Chairman	<u>1/21/23</u> Date
_____ Jeff Hough, Member Chairman	<u>1/21/23</u> Date
_____ Ken Bullock, Member	<u>1/21/23</u> Date

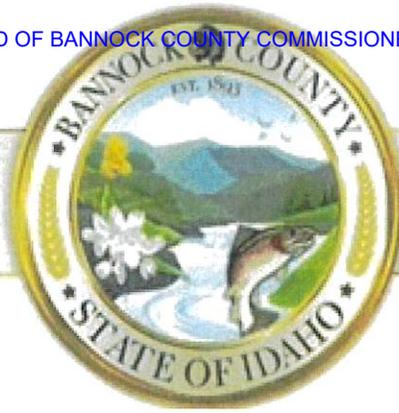
ATTEST: _____
Jason Dixon, Clerk

APPROVED as to form and content:

Chief Civil Deputy Prosecutor

Date

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



ERNIE MOSER
 Commissioner
 1st District

JEFF HOUGH
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 2nd District

KEN BULLOCK
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Business Meeting Agenda Request Form

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Requestor Name:

Adam McKinney

Department:

Computer Services

Requestor Email:

adam@bannockcounty.us

Item(s) to be considered:

Signature on a letter of delegation for Apple Inc. to create a Bannock County developer account for the app store to list the Sherrif's Office application.

Date of meeting being requested:

01/15/2025

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:

Sheriff Manu



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ERNIE MOSER
 Commissioner
 1st District

JEFF HOUGH
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 2nd District

KEN BULLOCK
 Commissioner
 3rd District

January 21, 2015

To Whom It May Concern:

This letter is to confirm that Bannock County, a political organization in Pocatello, Idaho, intends to participate in the Apple Developer Program. As Bannock County Commissioners, we delegate Adam McKinney to obligate our organization to legal agreements (terms of service) presented on behalf of the Apple Developer Program. This authority extends to current and subsequent versions of the program license.

Bannock County's enrollment ID number is 94LRNDS8JR.

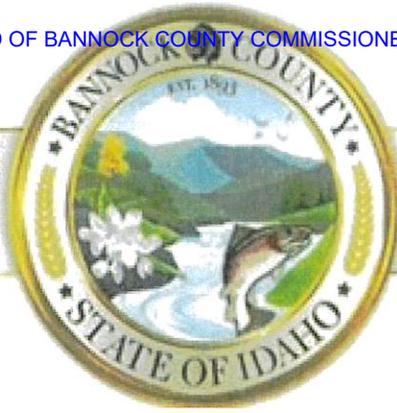
BANNOCK COUNTY COMMISSIONERS

 Jeff Hough, Chair

 Ernie Moser, Commissioner

 Ken Bullock, Commissioner

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Requestor Name:

Kristi Klauser

Department:

Auditing

Requestor Email:

kristik@bannockcounty.us

Item(s) to be considered:

Discuss approval to sell bullet proof vest and ballistic panel to Power County for cost of \$816.97. This equipment was fitted for an employee who now works at Power County.

Date of meeting being requested:

01/21/2025

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:



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AGENDA REQUEST FORM

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

Name/Department:

Shanda Crystal/Chief Procurement Officer

Item to be considered/background:

Request to discuss 1) a potential signature on a change order with Teton West, 2) a potential signature on a Sign Up quote for Courthouse & Election signage, 3) paying an invoice for additional YDC sewer design, and 4) a potential signature on a Divine Window Solutions proposal for security film.

How much time will be needed? Meeting date requested:

10 minutes

1/21/25

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

YES NO

Have all supporting documents been included with this form?

YES NO

List of attendees:

Daniel Kendall

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

Commissioner Office Only:
Date: _____ Time: _____



Change Order

Order#: 1

Order Date: 01/15/2025

License: RCE7170
PO Box 176
Rigby ID 83442
(208) 356-7979

To: Bannock County
624 East Center, Room 101
Pocatello ID 83201

Project: 24152
Bannock County Exhibit Hall
624 East Center, Room 101
Pocatello ID 83201

The contractor agrees to perform and the owner agrees to pay for the following changes to this contract

Plans Attached

Ordered By:

Customer Order:

Specifications Attached

Description of Work	Amount
Removal of buried diesel tank in footing area 500 Gallon tank was discovered buried in the footing area. Contractor removed tank and approx 425 gallons of contaminated #2 diesel and moved off site to disposal facilities.	2,550.00
Traded extra labor for owner supplied fill County supplied fill material. In exchange contractor provided additional labor to place and compact extra lift to bring building to elevation, this resulted in a \$0 contract change.	
OH&P	255.00

Notes

Negative changes will lower the overall contract price requiring no additional payment by owner.

Approved Amount of Change

2,805.00

The original Contract Sum was	612,091.00
Net change by previous Change Orders	0.00
The Contract Sum prior to this Change Order	612,091.00
The Contract Sum will be changed by this Change Order	2,805.00
The new Contract Sum including this Change Order will be	614,896.00
The Contract Time will be changed by	0 Days

Owner Jeff Haugh - Commissioners Chairman

Date 1/21/25

Contractor _____

Date _____

Sign Up, Inc.
 3275 Hwy 30 W Pocatello, ID 83201
 signup@signup.graphics
 (208) 232-2938

www.gotsigns.net



SIGNS • BANNERS • WRAPS

Quote 8422

New Courthouse and Elections Signage

SALES REP INFO
 Jeremy McLaughlin
 President
 jeremy@signup.graphics
 (208) 232-2938

QUOTE DATE
 01/14/2025
 QUOTE EXPIRY DATE
 03/15/2025
 TERMS
 NET 30 Days

REQUESTED BY
 Bannock County
 5500 S. 5th Ave
 Pocatello, ID 83204

CONTACT INFO
 Emma Iannacone
 emmai@bannockcounty.us
 (208) 589-9503

#	ITEM	QTY	UOM	U.PRICE	TOTAL (EXCL. TAX)	TAXABLE
1	New Entrance Door Graphics and remove old 3-Courthouse and 2-Elections Colors: 6 Sides: 1 Height: 32.35 Inches Width: 24 Inches Install Product	5	Each	\$87.6391	\$438.20	Y
2	141 Elections address Cut Weed Mask Vinyl Graphics Width: 13 Inches Height: 6 Inches Colors: 1 Sides: 1 Oracal 751 Vinyl Install Product	2	Each	\$22.5552	\$45.11	Y
3	Removal of old building letters and signs Installation and/or removal fees.	1	Min	\$335.00	\$335.00	N
4	624 Entrance numbers - Main entrance 2 each-South 1/4" Aluminum, 10" 1140-V #4 Brushed-Low Gloss	2	Each	\$312.00	\$624.00	Y
5	Letters for New Entrance side facing East- Bannock County Courthouse East and West entrance 1/4" Aluminum, 15" 1140-V #4 Brushed-Low Gloss	1	Each	\$3,550.00	\$3,550.00	Y
6	Main Entrance - Bannock County Courthouse letters - South goes with 624 1/4" Aluminum, 5" 1140-V #4 Brushed-Low Gloss	2	Each	\$1,325.00	\$2,650.00	Y
7	Bannock County Seal for east Elections entrance goes with letters Flat Panel Signage Height: 29 Inches Width: 29 Inches Sides: 1 Install Product	1	Each	\$276.3846	\$276.38	Y
8	Bannock County Elections - East and West Side Letters 1/4" Aluminum, 10" 1140-V #4 Brushed-Low Gloss	2	Each	\$2,205.00	\$4,410.00	Y
9	South Side Elections - 5" tall letters - Bannock County Elections East and West entrance 1/4" Aluminum, 5" 1140-V #4 Brushed-Low Gloss	1	Each	\$1,260.00	\$1,260.00	Y
10	Install Aluminum Letters	1	Min	\$950.00	\$950.00	N

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ITEM

QTY UOM U.PRICE TOTAL (EXCL. TAX) TAXABLE

Installation and/or removal fees.

11	Seal for East Side new courthouse entrance Flat Panel Signage Height: 48 Inches Width: 48 Inches Sides: 1 Install Product	1	Each	\$383.9805	\$383.98	Y
12	Automatic Door Decals Colors: 6 Sides: 1 Height: 9 Inches Width: 6 Inches	6	Each	\$11.0101	\$66.06	Y

This handcrafted quote is based on the specific information you've given us and is valid for 30 days.

When you approve this quote, you are agreeing to pay 100% of the quoted price. We require a 50% deposit to begin work on your project. Once we receive your deposit, we'll schedule your project and email you an estimated completion date. The remaining balance is due upon completion of your order.

Need to make that changes?

No problem - but please realize, changes to quantity or specifications will affect your price. We will provide you with an updated quote based on the changes.

Shipping:	\$455.00
Subtotal:	\$15,443.73
Sales Tax (0%):	\$0.00
Total:	\$15,443.73

SIGNATURE:

DATE: 1/21/25

Jeff Hough - Commissioner, Chairman

INVOICE

AVYANT
161 Jefferson Ave
Pocatello, ID 83201

avyantbsmith@outlook.com
208.705.0798



AVYANT

Bill to
Dan Kendall
Bannock County
624 East Center Street
Pocatello, Idaho 83201
United States

Ship to
Dan Kendall
Bannock County
624 East Center Street
Pocatello, Idaho 83201
United States

Invoice details

Invoice no.: 1080
Terms: Net 30
Invoice date: 01/15/2025
Due date: 02/14/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.	01/15/2025	Professional Services	Bannock County Event Center - Perform pre-engineering topo of the area needed to design the off-site sewer / Design of off-site sewer / Create plan & profile sheet and additional details for the off-site work / Revise construction plans to reflect added changes / Sent to contractor and county for their use.	12.25	\$105.00	\$1,286.25

Total **\$1,286.25**

Ways to pay



[View and pay](#)



Proposal To: Dan Kendall (Bannock County)

+1 (208) 251-2460

danielk@bannockcounty.us

624 East Center Street

Pocatello, ID 83201

Proposal #529394174

Date Jan 15, 2025

I am waiting on pricing for the bullet resistant wall paneling.

624 East Center Street, Pocatello, ID 83201

Front Entry 31 items ~ 360.6 sqft

DESCRIPTION	QTY.	DIMS.	AREA
Window	2	15.25 x 50.5	10.7 sqft
Window	2	15.25 x 30	6.35 sqft
Window	1	62.25 x 30	12.97 sqft
Window	1	62.25 x 50.25	21.72 sqft
Window	1	61.5 x 30	12.81 sqft
Window	1	61.5 x 50.25	21.46 sqft
Window	1	36 x 28	7 sqft
Window	1	36 x 29.5	7.38 sqft
Window	1	36 x 50.5	12.63 sqft
Window	1	41 x 27.5	7.83 sqft
Door	1	33.5 x 68.5	15.94 sqft
Window	1	26 x 28	5.06 sqft
Window	1	26 x 29.5	5.33 sqft
Window	1	26 x 51.5	9.3 sqft
Window	1	62.5 x 28	12.15 sqft
Window	1	62.5 x 29.5	12.8 sqft
Window	1	62.5 x 51.5	22.35 sqft
Window	1	26 x 28	5.06 sqft
Window	1	26 x 29.5	5.33 sqft
Window	1	26 x 51.5	9.3 sqft
Window	1	33.5 x 68.5	15.94 sqft
Window	1	42 x 28	8.17 sqft
Window	1	62 x 29.5	12.7 sqft
Window	1	62 x 50.5	21.74 sqft
Window	1	40 x 29.5	8.19 sqft
Window	1	40 x 50.5	14.03 sqft
Window	1	87.5 x 37	22.48 sqft
Window	1	25 x 94.25	16.36 sqft
Window	1	58 x 43.5	17.52 sqft

Our Solution Reflective 8 Mil Security Film

LLumar R20 SR PS9

- Helps hold shattered glass together should a break occur
- Helps slow down entry through glass
- The pressure-sensitive adhesive has a low visual distortion that provides optical clarity
- Most often used to help hold shattered glass in place in the event of a windstorm or blast

- Also can be used for added protection during human impact, an earthquake or in the event of spontaneous tempered glass breakage
- Provides extreme reduction of heat and glare with daytime privacy
- Shields >99% of UV radiation, helping to reduce fading of vehicles, fabrics and furnishings

25

\$ 8,654.40



Please review our offer and approve below. By approving this proposal you are agreeing to all terms and conditions and information provided. To speed up the scheduling process, you may provide your preferred install date and any notes you would like to add below.

TOTAL

\$ 8,654.40

[Terms and Conditions](#)

[Xpel Film Specifications](#)

[Xpel Warranty](#)

- 50% deposit required to begin project. Other 50% will be billed upon completion. Unless otherwise noted.
- All general liability, commercial vehicle, and workman's comp insurance requirements are included in the price listed.
- Price includes material, labor, consumables, and any equipment required to complete the scope of work listed.
 - For warranty terms and film specifications please see attached links.
 - Interest at the rate of 25% percent per month will be charged on past due invoices.

Powered By [TintWiz](#)



2295 N Yellowstone Hwy
Suite 2
Idaho Falls, ID 83401

Architectural Window Film

Terms and Agreements

Date *

Date

Name *

First Name

Last Name

Company Name

Address *

Street Address

Street Address Line 2

Postal / Zip Code

Phone Number *

Please enter a valid phone number.

Email *

example@example.com

Safety & Security Film

Safety & Security film is a polyester film that relies on thickness to mitigate hazards from shattered glass due to natural and human causes. Due to the film's thickness, minor imperfections are more noticeable than standard films while also increasing cure times. The client understands there will be minor imperfections in and under safety and security film installations and holds Divine Window Solutions harmless in such instances.

Privacy Film

Privacy film can be subtle to bold as the film goes from translucent to opaque. The matte, blackout, and mirror films limit views through glass on the building interior. Blackout/Opaque film provides the ultimate in privacy. Translucent films provide subtle privacy with enhanced aesthetics. Dark colored film will be difficult to view-through during daytime lighting conditions from the exterior, but in darker nighttime conditions and with an interior light source, privacy is lost as the light from the inside allows for visibility from the outside. The client understands these limitations as there are no refunds upon completion of such application.

Solar Film

Solar and Energy efficient films are available in different shades ranging from virtually clear 70% to a dark 5%. The Client understand that there are no refunds once film shade is selected and installed.

Decorative & Frosted Film

Used for interior décor or privacy, the Client understands that there are no refunds once a pattern is selected and installed.

Obstacles to Installation

28 BOARD OF BANNOCK COUNTY COMMISSIONERS - MEETING JANUARY 21, 2015
Divine Window Solutions is strictly a window film installation sales and service company.

Divine Window Solutions is not required to move furniture, blinds, equipment, and or other obstacles that may affect installation of window film(s). Clients are encouraged to clear such obstacles prior to installation or may have Divine Window Solutions technicians make necessary arrangements while incurring an extra charge.

Equipment

The client understands that additional charge(s) may be incurred to acquire specialized installation equipment to install window film such as scaffolding, scissor lifts, and etc. for the project.

Exterior Window(s)

Divine Window Solutions is solely responsible for the windows that are being serviced as Divine Window Solutions is not required to clean the exterior windows of a completed project as we do not offer window cleaning services.

Glass Breakage

The Client understands that choosing to install window film outside of recommended specs may increase the stress factor of a glass and can result in glass breakage.

Light Gap

All installed window films are cut at the edge of a window's trim. The Client understands that there will be light gap between the film and trim which is easier to see it when film is darker.

Imperfections

Though we strive for perfection in our installations, there will be some degree of dust contamination and/or minor imperfections that are present in every window film application due to working environment and conditions out of our control. The Client understands such conditions exist as well as pre-existing flaws or scratches on glass that may become noticeable post installation. Older homes or buildings tend to have more imperfections due to age.

Warranty

Architectural window film sold and installed by Divine Window Solutions DOES NOT carry a lifetime warranty unless stated by the manufacturers warranty terms. Residential and Commercial film sold and installed by Divine Window Solutions will carry a 10-15 year warranty covering bubbling, peeling, and delamination.

Deposit / Order Cancellation

A 50% non-refundable deposit of your estimate is due upon signing of this. Deposits will be applied to final cost which is due in full upon completion of services. Customer may cancel an order only with Divine Window Solutions written consent. In the event of an approved cancellation, and where Divine Window Solutions has incurred costs and expenses that cannot reasonably be recovered through sale of the Products to another

person or entity, Customers will pay Divine Window Solutions for all such costs and expenses, which may include costs of related raw materials, packaging, and other items dedicated to products.

The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this agreement. Contractor shall perform all the work required by the approved Proposal. There will be additional charge for any work not in approved proposal. The Parties hereby agree to the terms and conditions set forth in the Agreement and such is demonstrated throughout by their signatures below:

Date *

Date

Print Name *

Signature *



Clear

Submit

WARRANTY INFORMATION

IMPORTANT: Read this entire Limited Warranty (not transferable), before purchasing or installing XPEL® brand commercial and residential window films. By installing or using XPEL Technologies Corp. ("XPEL") VISION window films, you acknowledge that this Limited Warranty is part of the terms of sale.

WARRANTY COVERAGE

XPEL warrants professionally sold and installed XPEL® VISION brand commercial and residential window films (the "Products") to be free from the following:
Defects in materials and workmanship: peeling, bubbling, rippling, cracking, adhesive failure, delamination, and demetalization. XPEL does not warrant any conditions of, or damage to, the Products other than the conditions described in this Limited Warranty. Warranty time periods vary and are stated on the schedule on the back of this Limited Warranty. PLEASE NOTE IMPORTANT EXCLUSIONS AND PRE-APPROVAL REQUIREMENTS SPECIFIED ON THE REVERSE SIDE OF THIS DOCUMENT.

GLASS BREAKAGE WARRANTY

Except with respect to the exclusion provided below, this Limited Warranty on the Products covers glass breakage due to thermal stress. XPEL reserves the right to have a local representative of its choice inspect the affected window(s) before approving claims. Upon approval of a claim at XPEL's sole discretion, XPEL will pay for glass unit replacement up to a maximum of \$500 per window.

SEAL FAILURE ON DUAL-PANE UNITS

Except with respect to the exclusion provided below, this Limited Warranty extends to seal failure on dual pane units, if and only if the customer has and provides to XPEL a window manufacturer's warranty against seal failure that is valid and not expired, at the time of claim. XPEL reserves the right to have a local representative of its choice inspect the affected window(s) before approving any claim. For approved claims, XPEL only warrants against seal failure for the remaining period of the window manufacturer's warranty, or the time period noted on the reverse side, whichever is shorter. Upon approval of a claim at XPEL's sole discretion, XPEL will pay for glass unit replacement up to a maximum of \$500 per window

EXCLUSIONS; XPEL'S OPTION TO REMOVE FILM

This Limited Warranty does not extend to damage caused by improper Product installation, improper Product application, improper Product care, cleaning or maintenance, abnormal conditions, abuse, misuse, normal wear and tear, accidents, intentional damage of any kind, improper or unauthorized repairs, or any other acts or defects not related solely to defects in materials or workmanship. Buildings with any prior history of seal failure or thermal glass breakage are not eligible for glass breakage or seal failure coverage. Further, in the event of multiple failures on one or more filmed windows, XPEL reserves the right to remove all XPEL window film and reimburse the customer only the amount of the original film installation.

GENERAL PROVISIONS

This Limited Warranty is offered only to the original purchaser at the time of Product installation. This Limited Warranty may not be transferred, sold or assigned. Rental units are considered commercial properties. This Limited Warranty terminates automatically upon any sale, conveyance or change in tenancy of any property. For valid warranty claims, XPEL will have an authorized XPEL installer of its choice remove and reapply the Product to areas determined by XPEL in its sole discretion to be covered by this Limited Warranty, and XPEL will cover parts and labor. The replacement of the defective film, including parts and labor, is the exclusive remedy for all Products covered under this Limited Warranty. Payment for labor charges covered by this Limited Warranty

will be made directly to the authorized XPEL installer and will be calculated by using the coverage allowance published by XPEL.

WARRANTY DISCLAIMER

There are no warranties which extend beyond the description on the face hereof, nor are there warranties of fitness for a particular purpose or merchantability applicable to the products. This manufacturer's warranty does not cover custom products, improper or poor installation of the products which include but is not limited to, saueegeeing, trimming and measuring, in no event shall the manufacturer be liable or responsible for any loss or damage including, without limitation, direct, indirect or consequential damages, except as expressly set forth herein. This limited warranty is made in lieu of all warranties, expressed or implied, and is void if the product has been subject to abuse, improper installation and/or care. This warranty gives you specific legal rights and you may also have other rights which vary by state or province.

WARRANTY DISCLAIMER; APPLICATION OF LAW

THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF, NOR ARE THERE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY APPLICABLE TO THE PRODUCTS. THIS LIMITED WARRANTY DOES NOT COVER CUSTOM PRODUCTS. THIS LIMITED WARRANTY ALSO DOES NOT COVER IMPROPER OR POOR INSTALLATION OF THE PRODUCTS, WHICH INCLUDES BUT IS NOT LIMITED TO SQUEEGEEING, TRIMMING AND MEASURING. TO THE FULLEST EXTENT PERMITTED BY LAW, THIS LIMITED WARRANTY DOES NOT EXTEND TO, AND IN NO EVENT SHALL XPEL OR ANY AUTHORIZED XPEL INSTALLER BE LIABLE FOR, ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR OTHER DAMAGE ARISING OUT OF THE INSTALLATION OR USE OF THE PRODUCT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THE EXPRESS WARRANTIES AND REMEDIES DESCRIBED ABOVE ARE THE EXCLUSIVE WARRANTIES AND REMEDIES AVAILABLE AND ARE IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES, EXPRESS OR IMPLIED. XPEL HEREBY DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL XPEL'S LIABILITY EXCEED THE PRICE PAID FOR THE PRODUCT. THIS PROVISION SETS AN UPPER LIMIT TO THE AMOUNT OF DAMAGES, IF ANY, THAT THE OWNER OF THE PRODUCT MAY RECOVER FOR ANY AND ALL CLAIMS AND CAUSES OF ACTION. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS; AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION.

TO MAKE A WARRANTY CLAIM

This Limited Warranty is the Product owner's sole and exclusive remedy. To file a warranty claim, you must first submit, within the Limited Warranty period, this warranty card and a copy of your original receipt for the Product identifying coverage areas, along with a detailed description of the purported defect to the authorized XPEL installer who performed the installation of the Product, or in the event you are unable to contact the original authorized XPEL installer, to XPEL at the address below. All warranty claims must include the claimant's name, phone number, address and the installation address (if different). All warranty claims must be approved by XPEL, and XPEL has the sole authority and discretion to determine the validity of all claims. XPEL reserves the right to deny claims that do not meet the criteria or are otherwise excluded as described above. For more information on this Limited Warranty, call the toll-free telephone number listed below.

XPEL, Inc.
618 W. Sunset Road
San Antonio, Texas 78216

(800) 447-9928
support@xpel.com

R12121

WARRANTY TERMS & CONDITIONS

DISPUTE RESOLUTION

By installing or using the Product, you agree to use, and shall use, only the dispute resolution procedure provided herein to assert any and all claims, causes of action or demands arising from or related to the Product or this Limited Warranty. First, within the Limited Warranty period, you shall notify XPEL, in writing, of the specific act and/or omission that forms the basis of your claim related to the Product and/or your contention that XPEL has not performed its obligations under this Limited Warranty. XPEL shall have no less than thirty (30) days after receipt of your written notification to review your contention, during which time you are prohibited from taking any further legal action. You must use this procedure as a condition precedent to pursue any other legal action or remedy. The written notice required under this informal dispute resolution process must be made to:

XPEL, Inc.
618 W. Sunset Road
San Antonio, Texas 78216

Second, if your claim or contention is not resolved within thirty (30) days after XPEL's receipt of your written notification above, any and all claims, causes of action or demands arising from or related to the Product or this Limited Warranty will be subject to mandatory, good-faith mediation to take place in San Antonio, Texas, United States of America at a mutually agreeable time, or at such other location to which XPEL, in its sole discretion, agrees in writing. Such mediation must be held within sixty (60) days after the date that you notify XPEL, in writing, of the specific act and/or omission that forms the basis of your claim related to the Product and/or your contention that XPEL has not performed its obligations under this Limited Warranty. Your good faith participation in such mediation is a condition precedent to the initiation or filing of any arbitration or legal proceeding against XPEL. Third, if such mediation is unsuccessful, any and all claims, causes of action or demands arising from or related to the Product or this Limited Warranty will be subject to binding arbitration administered by JAMS. By installing or using the Product, you agree that the exclusive and mandatory venue and location for any arbitration arising from or related to the Product or this Limited Warranty shall be in San Antonio, Texas, United States of America, unless XPEL agrees in writing, at its sole discretion, to conduct such arbitration in another venue or location. You may file suit against XPEL in a court of competent jurisdiction only to enforce an award rendered, if any, in an arbitration conducted pursuant to this Limited Warranty. With the sole exception of your right to enforce an arbitration award as provided herein, by installing or using the Product, you agree to: (1) waive any and all right to assert or maintain litigation against XPEL in any court, tribunal or any foreign or international forum, and (2) waive any and all right to a trial by jury.

SPECIAL RESTRICTIONS ON GLASS BREAKAGE AND SEAL FAILURE WARRANTY

Many applications of XPEL films are automatically covered for glass breakage in accordance with the above schedule. However, certain darker films and certain types of glass do not qualify for coverage unless written approval has been obtained in advance of installation from XPEL. Certain film and glass combinations require preapproval, or are excluded. (See Film to Glass Chart for details)

NOTE: IF GLASS IS REPLACED BY THE CUSTOMER PRIOR TO MAKING A WARRANTY CLAIM FOR GLASS BREAKAGE OR SEAL FAILURE, THIS LIMITED WARRANTY IS VOIDED, UNLESS A DANGEROUS SITUATION EXISTS WHICH REQUIRES IMMEDIATE REPLACEMENT, IN WHICH CASE, THE CUSTOMER MUST TAKE A PHOTOGRAPH(S) THAT CLEARLY DEPICTS THE GLASS BREAKAGE OR SEAL FAILURE PRIOR TO REPLACING THE WINDOW. THE CUSTOMER MUST SUBMIT INFORMATION EVIDENCING THE DANGEROUS SITUATION AND THE REQUIRED PHOTOGRAPH(S) WITH ANY WARRANTY CLAIM.

SERIES FILM COMMERCIAL RESIDENTIAL GLASS BREAKAGE SEAL FAILURE**

SERIES	FILM	COMMERCIAL	RESIDENTIAL	GLASS BREAKAGE	SEAL FAILURE
SOLAR SERIES	Clear View Ceramic, Clear View Plus, Clear View Alloy, Daylight, Dark Neutral, Silver and Bronze	15 Years	Limited Lifetime	5 Years	3 Years
SOLAR SERIES	Evening View and Blend DR	10 Years	Limited Lifetime	5 Year	3 Years
SECURITY	4 mil, 8 mil, 14 mil	10 Years	Limited Lifetime	5 Year	3 Years
SOLAR SECURITY	Clear View Plus 8 mil, Neutral 50 & 35, 8 mil, and Silver 15 mil	10 Years	Limited Lifetime	5 Year	3 Years
EXTERIOR	All Exteriors	5/2 Years*	5/2 Years*	None	None
DECORATIVE	All Decorative	5 Years	5 Years	None	None

* Exterior films come with a film replacement warranty for 5 years and a labor warranty for 2 years

FILM TO GLASS COMPATIBILITY

The purpose of this document is to guide you for the proper film to glass compatibility. Due to the variety of glass types, this chart cannot cover all types of glass. If your particular glass type is not listed or you would like pre-approval for certain applications, please contact or fill out the Pre Approval form. This Film to Glass Compatibility chart is used in conjunction with the standard warranty for VISION films and affects your glass and seal failure coverage.

GUIDELINES

Per this guideline there is a 3 step approval for your project. All 3 steps have to pass to be eligible for a glass breakage warranty.

- Step 1:** Film compatibility checklist. Identify the glass that needs film and then pick a film that is compatible with the glass based on our chart.
- Step 2:** Check glazing condition. Do a thorough check of the entire glazing. Defects will void any glass or film warranty.
- Step 3:** Review the terms and conditions of the standard warranty to make sure everything else is in compliance

RESTRICTIONS

1. It is the installers responsibility to make sure they follow this compatibility guide and the XPEL warranty terms and conditions
2. Glass sizes- Single pane Max is 100 square feet and dual pane max is 40 square feet. Architecturally odd shaped (not rectangle) windows more than 20 square feet void the warranty. Glass with any single edge dimension greater than 10 feet
3. Projects over 3000 sq ft need prior written approval from XPEL.
4. Frame damage, chipped, scratched, cracked or any glass damage on the window being applied voids the warranty.
5. Uneven shading from the exterior will void warranty. (see warranty for details)
6. The following products have to edge sealed if installed within 25 miles of the ocean (Clear View Plus 70, 55, 40, 20, All Season 45, with Dow Corning 791/795 or the approved XPEL Sealant that can be purchased from XPEL).
7. For altitudes above 3000 ft, please consult our technical department.
8. There is no warranty on glass that is 3/8 inch or thicker, laminated, triple pane glass, non glass surfaces, spandrel glass, or glass with no gaskets/seals or concrete framing (unless otherwise noted).
9. Two or more films applied to the same pane will void all warranties. Partial installation of a pane of glass is not warranted.
10. Any building that has a history of glass issues, glass breakage and/or seal failure problems
11. If damage is caused by anything other than the film itself, no warranty will be provided.
12. Wired, textured, glass with uneven surfaces, paint, lettering, ornamentation, or vinyl graphics is not covered.
13. Any interior film applied to skylight glass.
14. Any film applied to plastic and polycarbonates.

ADDITIONAL

- If all panes are heat strengthened or tempered, all films are warranted for glass breakage. This chart should be used in conjunction with the stipulations of our warranty program. (See warranty for details)
- For all areas listed under caution, please fill out the form below for approval and send to support@xpel.com with a note for Vision preapproval.

WARRANTY TERMS & CONDITIONS

	SINGLE PANE 1-60 sq ft		SINGLE & DUAL PANE 1-40 sq ft		DUAL PANE 1-40 sq ft		DUAL PANE LOW E 1-40 sq ft		DUAL PANE LOW E 1-40 sq ft		TRIPLE PANE 1-40 sq ft		ALL-PANES TEMPERED OR HEAT-STRENGTHENED	
	CLEAR	TINTED	LAMINATED	CLEAR	TINTED	SURFACE 2	SURFACE 3	CLEAR	CLEAR	SAFE FOR GLASS BREAKAGE				
SPECIALTY SERIES														
All Season Intelli 65 PS	●	●	●	●	●	●	●	●	●	●	■	■	●	●
All Season 45 PS	●	●	●	●	●	●	●	●	●	●	■	■	●	●
CLEAR VIEW														
Clear View Plus 70% PS	●	●	●	●	●	●	●	●	●	●	●	●	●	●
Clear View Plus 55% PS	●	●	●	●	●	●	●	●	●	●	●	●	●	●
Clear View Plus 40% PS	●	●	●	●	●	●	●	●	●	●	●	●	●	●
Clear View Plus 20% PS	●	●	●	●	●	■	●	●	●	●	●	●	●	●
Clear View Alloy 65 PS	●	●	●	●	●	●	●	●	●	●	●	●	●	●
Clear View Alloy 50 PS	●	●	●	●	●	●	●	●	●	●	●	●	●	●
Clear View Alloy 40 PS	●	●	●	●	●	●	●	●	●	●	●	●	●	●
Clear View Alloy 25 PS	●	●	●	●	●	●	●	●	●	●	●	●	●	●
Clear View Ceramic 60 PS	●	●	●	●	●	●	●	●	●	●	●	●	●	●
Clear View Ceramic 50 PS	●	●	●	●	●	●	●	●	●	●	●	●	●	●
Clear View Ceramic 35 PS	●	●	●	●	●	●	●	●	●	●	●	●	●	●
NEUTRAL														
Daylight 50 PS	●	●	●	●	●	●	●	●	●	●	●	●	●	●
Daylight 28 PS	●	●	●	●	●	●	●	●	●	●	●	●	●	●
Dark Neutral 25 DA	●	●	●	●	●	●	●	●	●	●	●	●	●	●
Dark Neutral 15 DA	●	●	●	●	●	●	●	●	●	●	●	●	●	●
METALLIC														
Evening View 45 DA	●	●	●	●	●	●	●	●	●	●	●	●	●	●
Evening View 35 DA	●	●	●	●	●	●	●	●	●	●	●	●	●	●
Evening View 25 DA	●	●	●	●	●	●	●	●	●	●	●	●	●	●
Evening View 15 DA	●	●	●	●	●	●	●	●	●	●	●	●	●	●
Evening View 5 DA	●	●	●	●	●	●	●	●	●	●	●	●	●	●
Blend DR 37 PS	●	●	●	●	●	●	●	●	●	●	●	●	●	●
Blend DR 27 PS	●	●	●	●	●	●	●	●	●	●	●	●	●	●
Blend DR 17 PS	●	●	●	●	●	●	●	●	●	●	●	●	●	●
Blend DR 7 PS	●	●	●	●	●	●	●	●	●	●	●	●	●	●

● **SAFE** ▲ **CONDITIONAL** - Preapproval needed from XPEL, email support@xpel.com with preapproval form ■ **NOT WARRANTED**

Solar properties are typical values and should not be considered specifications. All solar measurements performed on 3mm glass. *The film to glass chart has to be used in conjunction with the standard terms and conditions of the XPEL Vision Warranty

R1221

WARRANTY TERMS & CONDITIONS

	SINGLE PANE 1-60 sq ft		SINGLE & DUAL PANE 1-40 sq ft		DUAL PANE 1-40 sq ft		DUAL PANE LOW E 1-40 sq ft		DUAL PANE LOW E 1-40 sq ft		TRIPLE PANE 1-40 sq ft		ALL PANES TEMPERED OR HEAT STRENGTHENED	
	CLEAR	TINTED	LAMINATED	CLEAR	TINTED	SURFACE 2	SURFACE 3	CLEAR	CLEAR	CLEAR	CLEAR	CLEAR	SAFE FOR GLASS BREAKAGE	
METALLIC (Cont.)														
Silver 50 PS	●	●	■	●	●	●	●	●	●	●	■	●	●	●
Silver 15 PS	●	●	■	●	●	●	●	●	●	●	■	●	●	●
Bronze 40 PS	●	●	■	●	●	●	●	●	●	●	■	●	●	●
Bronze 25 PS	●	●	■	●	●	●	●	●	●	●	■	●	●	●
EXTERIOR														
Exterior Clear Perf 75 PS	●	●	■	●	●	●	●	●	●	●	●	●	●	●
Exterior Neutral 40 PS	●	●	■	●	●	■	●	●	●	●	●	●	●	●
Exterior Neutral 20 PS	●	●	■	●	●	■	●	●	●	●	●	●	●	●
Exterior Silver 15 PS	●	●	■	●	●	●	●	●	●	●	●	●	●	●
Exterior Blend DR 7 PS	●	●	■	●	●	●	●	●	●	●	●	●	●	●
SECURITY CLEAR														
Security Clear 4mil PS	●	●	●	●	●	●	●	●	●	●	●	●	●	●
Security Clear 8mil PS	●	●	●	●	●	●	●	●	●	●	●	●	●	●
Security Clear 14mil PS	●	●	●	●	●	●	●	●	●	●	●	●	●	●
Security 8 mil Clear View Plus 70	●	●	●	●	●	●	●	●	●	●	●	●	●	●
Security 8mil Neutral 50 PS	●	●	■	●	●	●	●	●	●	●	■	●	●	●
Security 8mil Neutral 35 PS	●	●	■	●	●	●	●	●	●	●	■	●	●	●
Security 8mil Silver 15 PS	●	●	■	●	●	●	●	●	●	●	■	●	●	●
ANTI-GRAFFITI														
Anti-Graffiti 4mil PS	●	●	●	●	●	●	●	●	●	●	●	●	●	●
Anti-Graffiti 6mil PS	●	●	●	●	●	●	●	●	●	●	●	●	●	●
DECORATIVE														
White Frost	●	●	●	●	●	●	●	●	●	●	●	●	●	●
Black Out	■	■	■	■	■	■	■	■	■	■	■	■	■	■
White Out	■	■	■	■	■	■	■	■	■	■	■	■	■	■

● **SAFE** ▲ **CONDITIONAL** - Preapproval needed from XPEL, email support@xpel.com with preapproval form ■ **NOT WARRANTED**

Solar properties are typical values and should not be considered specifications. All solar measurements performed on 3mm glass. *The film to glass chart has to be used in conjunction with the standard terms and conditions of the XPEL Vision Warranty

R1221

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



ERNIE MOSER
 Commissioner
 1st District

JEFF HOUGH
 Commissioner
 2nd District

KEN BULLOCK
 Commissioner
 3rd District

Business Meeting Agenda Request Form

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

Requestor Name:

Todd Mauger

Department:

Juvenile Justice, The Village

Requestor Email:

Toddm@bannockcounty.gov

Item(s) to be considered:

1-ISU/AmeriCorps Affiliation Agreement for 2025

2-Urban Institute MOU- Request for Approval for The Village/BCJJ Evaluation on the deinstitutionalization of Status Offenders and addressing Racial Disparities of youth referred to the Justice System.

Date of meeting being requested:

01/21/2025

Time requested:

20 Minutes

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

Agreement

Contract/Agreement Begin Date:

09/01/2024

Contract/Agreement End Date:

08/31/2024

List of additional attendees:

Todd Mauger, Callie Dance (ISU AmeriCorps), Matt Olsen

SITE AGREEMENT – A22-0133-RIRH74-BCJJ**Between****Idaho State University****And****Bannock County Juvenile Justice, the Village**

Idaho State University (ISU), on behalf of its Institute of Rural Health, agrees to provide Bannock County Juvenile Justice, the Village (Program Site) with up to ten (10) three-quarter time or half-time AmeriCorps members who will serve an approximately one-year commitment. The period of service will be from 9/1/2024 through 8/31/2025 and is subject to the following:

1. AmeriCorps members will be engaged primarily in direct family support services at the Program Site as agreed upon in the Host Site Scope of Work outlined in Attachment 1.
2. Program Site will sign timesheets & reporting forms monthly, and evaluate Members at 6 and 12 month intervals.
3. Program Site will ensure that members wear required AmeriCorps uniforms or insignia (when appropriate).
4. Program Site will contact the ISU AmeriCorps Coordinator (see Attachment 2) immediately whenever the member's performance is less than satisfactory. Since AmeriCorps has specific regulations, Program Site will not take any disciplinary action without the prior approval of the ISU AmeriCorps Coordinator.
5. Members may request time away for personal activities, illness, holidays, etc., as long as the Program Site Supervisor (see attachment) and the AmeriCorps Coordinator approve.
6. Program Site will not allow members to promote any religious viewpoint, influence legislation, organize protests, petitions, boycotts, or strikes, or participate in any political activity, and unallowable fund-raising. Members will not be used to supplant any Program Site employee.
7. Program Site will publicize the support of AmeriCorps in all written or other materials whenever the AmeriCorps members have been involved.
8. Program Site may withdraw from this Agreement, with a three month (90 days) written notice.
9. Program Site is required to comply with all reporting requirements listed in the Scope of Work (Attachment 1) and the Prime Award. Program Site also agrees to submit any project related documentation that may be additionally required by the Principal Investigator and/or AmeriCorps throughout the contract period.
10. Program Site will comply with the Prohibited Activities Policy and Non-Duplication and Non-Displacement Policy as outlined in Attachment 3.
11. Program Site and ISU must comply with all applicable laws, rules, regulations and executive orders relating to nondiscrimination, equal employment opportunity, immigration, affirmative action and the Americans with Disabilities Act. Program Site and ISU shall abide by the requirements of 41 CFR 60-741.5(a): **"This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities."**
12. ISU may withdraw the member from placement with Program Site immediately if funding for the member is withdrawn from ISU; or in accord with other regulations of the member Agreement or Agreement between ISU and its AmeriCorps sponsor.
13. Program Site will pay all support costs of the AmeriCorps member including: space and office equipment; access to computer, printer, copier; travel and telephone; day-to-day supervision; office supplies, desk, chair, and all operating costs of providing services in the department.
14. Program Site understands that members must attend the Pre-Service Orientation training, monthly meetings, the Serve Idaho conference in Boise, Idaho, and other required webinars or meetings held by ISU. Idaho State AmeriCorps members are also required to participate in three (3)

ATTACHMENT 1**Idaho Gem State Public Health
Host Site Scope of Work
September 1, 2024 – August 31, 2025**

AmeriCorps members serve with community partners across the state. These AmeriCorps members serve in three-quarter or half time terms of service.

General Host Site Service Activities

Members can perform direct service and indirect service duties and tasks as outlined in their individual position descriptions. All activities performed by the member must be included or covered by the position description in the member's contract. Host Sites and Site Supervisors may change positions throughout the year as needed. A member's duties/ position description must include no less than 80% direct service activities and no more than 20% indirect service and/ or training. Below is a definition of direct and indirect service from Serve Idaho.

***Direct service** is work that addresses human need, the environment, public safety, and/or education in one form or another. It is working directly with people to make change or doing work that is involved in making that direct change. It can be outreach, case management, training, teaching, tutoring, mediating, cleaning, counseling, recruiting volunteers, catching up on paperwork related to clients, preparing for class, coaching, listening, cooking, serving, providing health care, food, clothing, etc. Direct service hours should constitute 80% or more of an AmeriCorps member's total hours served. The remainder will be indirect service hours.*

***Indirect service** hours, or education and training hours, are only applicable when they reflect the AmeriCorps service that the member credits to the education award he or she will receive. Any on-the-job training that refers to direct service would be part of this category. All orientations, including the AmeriCorps orientation, would be included, as well as any state or regional trainings, seminars, or workshops pertaining to issues related to direct service. Examples would be conflict resolution seminars, teacher development days, team-building exercises or a class on training techniques. Only 20% of the member's credited service hours can be dedicated to education and training, even if more hours have been spent in this area.*

Gem State Public Health AmeriCorps Program Goals**Goal 1: Organization Capacity Building**

The purpose of increasing organizational capacity through collaboration and community outreach is in response to conditions exacerbated by the COVID-19 pandemic, in which health departments and public health organizations lack the workforce and capacity to meet the needs of people in Idaho. This is especially true for vulnerable and historically underserved populations. Additionally, there is an unintentional lack of collaboration reported among organizations and a strong need to strengthen community partnerships to increase service delivery.

The fact that the majority of Idaho's counties are rural, and rural populations have historically been underserved, as well as the minority populations that are disproportionately impacted from the lack of health care program outreach and left out of pertinent information that public health organizations need for collaborating. The greater impact these populations by the shortages in health care and public health care organizations in the state due to stigmatization, lack of transportation, adequate housing and financial resources can be intervened by increasing organizational capacity of public healthcare organizations through building and strengthening community partnerships.

AmeriCorps members will work with their host sites to conduct a needs assessment regarding current partnerships, establishing new partnerships, and strengthening those in place. Gem State AmeriCorps Members will recruit community partners, designate liaison's, build relationships, coordinate and facilitate meetings, create workgroups, gather information design and develop training manuals, and provide other support as needed. AmeriCorps Members may also be engaged with policy and procedure development for volunteer management within these partnerships and collaborations. Through these activities AmeriCorps Members will be able to help their host sites expand services to reach community members and new populations.

AmeriCorps Members will also engage in issuing a Pre-Intervention Survey to their Host Site and staff to determine a baseline for partnerships and services offered. A Mid-Intervention Survey will then be administered by Gem AmeriCorps members, at about the halfway point. Finally, AmeriCorps members will distribute a Post-Intervention Survey towards the end of service at the host site to determine achievements. If sites report an increase in collaborations, partnerships, or other activities, that will be considered a gain. AmeriCorps members will be trained on how to administer the survey assessment and collect results.

Goal 2: Increase the Number of Individuals Certified as Suicide Prevention Interventionists

Idaho has been rated one of the leading states that are lacking the provision of mental health care services, namely suicide prevention and intervention. Staff in healthcare and public healthcare organizations have expressed an increase in the number of calls for help from local school districts, but they are beyond their capacity and can only provide limited assistance. The need for more trained and certified suicide interventionists and preventionists is further backed by Idaho State Mortality reports, Idaho Novel Coronavirus reports, and HRSA.

The Gem State Public Health AmeriCorps program will also have an added focus on increasing the capacity of available public services, namely mental health care, mainly in rural underserved counties. To meet the goal of increasing the number of trained suicide prevention interventionists, it will be done by increasing the number of suicide prevention training opportunities.

The first program is the LivingWorks Applied Suicide Intervention Skills Training (ASIST), and the second is the online training program through Question, Persuade, Refer (QPR). ASIST is an interactive workshop that will be held in various locations throughout the state by an Idaho Qualified Certified ASIST Trainer. The second is the QPR online Gatekeeper Training, which covers key components such as: *"How to Question, Persuade and Refer someone who may be suicidal; How to get help for yourself or learn more about preventing suicide; The common cause of suicidal behavior; The warning signs of suicide; How to get help to someone in crisis."*

Goal 3: Increase the number of individuals pursuing careers in the Public Health Sector

Since the Global pandemic occurred, the public health sector has seen a mass exodus of workforce. Idaho's local public health departments and non-profit agencies have been lacking the workforce needed to meet the needs of vulnerable populations and underserved populations in Idaho. Gem AmeriCorps members will learn more about public health careers. In turn, we expect that 75% of the members will pursue future engagement in the public health sectors in Idaho.

To determine that amount a "reflection log" or survey, will be sent to members near the end of their contract, which will ask how many plans to pursue a career in the public health field. Additionally, we will support members' interest with academic advising and opportunities to explore degrees and/or continuing education options. This will help determine how many members pursue their educational opportunities that advance their careers in the public health and non-profit fields.

Reporting Requirements

1. Timesheets must be reviewed, signed, and submitted by the Site Supervisor electronically through America Learns on the 1st and the 16th of every month.
2. Program Host Site Supervisors must support AmeriCorps members in their data collection process.
3. Program Host Sites should encourage and support AmeriCorps members to attend ASIST and QPR trainings in order for the AmeriCorps Member to become a certified suicide interventionist/preventionist.
4. Program Host Site Supervisors should encourage AmeriCorps member's continued involvement and educational goals to obtain and/or advance a career in public health.

Bannock County Juvenile Justice, The Village Attachment 2 Site Agreement Contact Information	
University Contacts	Collaborator Contacts
<p>Administrative Contact</p> <p>Name: Rachel Taow, Director of Contracts and Technology Transfer, Office for Research</p> <p>Address: Idaho State University 921 S. 8th Avenue, Stop 8046 Pocatello, ID 83209-8046</p> <p>Telephone: (208)282-3478</p> <p>Fax: (208)282-4723</p> <p>Email: taowrach@isu.edu</p>	<p>Administrative Contact</p> <p>Name: Todd Mauger</p> <p>Address: 345 North 5th Ave. Pocatello, ID 83201</p> <p>Telephone: 208-417-5033</p> <p>Fax: 208-234-1094</p> <p>Email: toddm@bannockcounty.gov</p>
<p>Principal Investigator</p> <p>Name: Jana Bodily-Roan, Sr Grants Administrator & Project Director, Institute of Rural Health</p> <p>Address: Idaho State University 921 S. 8th Avenue, Stop 8174 Pocatello, ID 83209-8174</p> <p>Telephone: (208) 282-4436</p> <p>Fax:</p> <p>Email: janabodilyroan@isu.edu</p>	<p>Project Director</p> <p>Name: Todd Mauger</p> <p>Address: 345 North 5th Ave. Pocatello, ID 83201</p> <p>Telephone: 208-417-5033</p> <p>Fax: 208-234-1094</p> <p>Email: toddm@bannockcounty.gov</p>
<p>Financial Contact</p> <p>Name: Kirsten Broughton, Director of Grants and Contracts Accounting</p> <p>Address: Idaho State University 921 S. 8th Avenue, Stop 8046 Pocatello, ID 83209-8046</p> <p>Telephone: (208) 282-2777</p> <p>Fax: (208) 282-4723</p> <p>Email: kirstenbroughton@isu.edu</p>	<p>Financial Contact</p> <p>Name: Jason Dixon</p> <p>Address: 624 East Center St. Pocatello, ID 83201</p> <p>Telephone: 208-236-7000</p> <p>Fax:</p> <p>Email: jdixon@bannockcounty.gov</p>
<p>Administrative Contact</p> <p>Name: Rachel Taow, Director of Contracts and Technology Transfer, Office for Research</p> <p>Address: Idaho State University 921 S. 8th Avenue, Stop 8046 Pocatello, ID 83209-8046</p> <p>Telephone: (208)282-3478</p> <p>Fax: (208)282-4723</p> <p>Email: taowrach@isu.edu</p>	<p>Authorized Official</p> <p>Name: Ernie Moser Jeff Hough</p> <p>Address: 624 East Center St Room 101 Pocatello, ID 83201</p> <p>Telephone: 208-236-7210</p> <p>Fax: 208-236-7545 7363</p> <p>Email: commission@bannockcounty.gov</p>

**ATTACHMENT 3:
PROHIBITED ACTIVITIES POLICY & NON-DUPLICATION AND NON-DISPLACEMENT POLICY**

PROHIBITED ACTIVITIES POLICY

While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program or AmeriCorps, staff and members may not engage in the following activities (see 45 CFR § 2520.65):

1. Attempting to influence legislation;
2. Organizing or engaging in protests, petitions, boycotts, or strikes;
3. Assisting, promoting, or deterring union organizing;
4. Impairing existing contracts for services or collective bargaining agreements;
5. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
6. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
7. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
8. Providing a direct benefit to:
 - a. A business organized for profit;
 - b. A labor union;
 - c. A partisan political organization;
 - d. A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 related to engaging in political activities or substantial amount of lobbying except that nothing in these provisions shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
 - e. An organization engaged in the religious activities described in paragraph C. 7. above, unless AmeriCorps assistance is not used to support those religious activities;
9. Conducting a voter registration drive or using AmeriCorps funds to conduct a voter registration drive;
10. Providing abortion services or referrals for receipt of such services; and
11. Such other activities as AmeriCorps may prohibit.

In addition to the above activities, the below activities are additionally prohibited:

- **Census Activities.** AmeriCorps members and volunteers associated with AmeriCorps grants may not engage in census activities during service hours. Being a census taker during service hours is categorically prohibited. Census-related activities (e.g., promotion of the Census, education about the importance of the Census) do not align with AmeriCorps State and National objectives. What members and volunteers do on their own time is up to them, consistent with program policies about

outside employment and activities.

- Election and Polling Activities. AmeriCorps member may not provide services for election or polling locations or in support of such activities. AmeriCorps members may not engage in the above activities directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the activities listed above. Individuals may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non- AmeriCorps time, and using non- AmeriCorps funds.
- Individuals should not wear the AmeriCorps logo while doing engaging in any of the above activities on their personal time. All locations where members serve should post a list of the prohibited activities, when possible.

NON-DUPLICATION AND NON-DISPLACEMENT POLICY

AmeriCorps resources may not be used for the following:

- a) Supplantation. Corporation assistance may not be used to replace State and local public funds that had been used to support programs of the type eligible to receive Corporation support. For any given program, this condition will be satisfied if the aggregate non-Federal public expenditure for that program in the fiscal year that support is to be provided is not less than the previous fiscal year.
- b) Religious use. Corporation assistance may not be used to provide religious instruction, conduct worship services, or engage in any form of proselytization.
- c) Political activity. Corporation assistance may not be used by program participants or staff to assist, promote, or deter union organizing; or finance, directly or indirectly, any activity designed to influence the outcome of a Federal, State or local election to public office.
- d) Contracts or collective bargaining agreements. Corporation assistance may not be used to impair existing contracts for services or collective bargaining agreements.
- e) Nonduplication. Corporation assistance may not be used to duplicate an activity that is already available in the locality of a program. And, unless the requirements of paragraph (f) of this section are met, Corporation assistance will not be provided to a private nonprofit entity to conduct activities that are the same or substantially equivalent to activities provided by a State or local government agency in which such entity resides.
- f) Nondisplacement.
 - i) An employer may not displace an employee or position, including partial displacement such as reduction in hours, wages, or employment benefits, as a result of the use by such employer of a participant in a program receiving Corporation assistance.
 - ii) An organization may not displace a volunteer by using a participant in a program receiving Corporation assistance.
 - iii) A service opportunity will not be created under this chapter that will infringe in any manner on the promotional opportunity of an employed individual.

- iv) A participant in a program receiving Corporation assistance may not perform any services or duties or engage in activities that would otherwise be performed by an employee as part of the assigned duties of such employee.
- v) A participant in any program receiving assistance under this chapter may not perform any services or duties, or engage in activities, that-
 - (a) Will supplant the hiring of employed workers; or
 - (b) Are services, duties, or activities with respect to which an individual has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures.
- vi) A participant in any program receiving assistance under this chapter may not perform services or duties that have been performed by or were assigned to any-
 - (a) Presently employed worker;
 - (b) Employee who recently resigned or was discharged;
 - (c) Employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures;
 - (d) Employee who is on leave (terminal, temporary, vacation, emergency, or sick); or
 - (e) Employee who is on strike or who is being locked out.

ATTACHMENT 4: DISASTER PREPAREDNESS, RESPONSE, AND RECOVERY:

A. Serve Idaho requires the availability of AmeriCorps Idaho members to support disaster response and/or recovery efforts as needed by the State of Idaho. Waivers of this requirement will be considered on a case-by-case basis for programs that can demonstrate that this requirement would cause undue hardship or be otherwise unreasonable for reasons related to specific program design (for example, programs designed to enroll members who are under the age of 18 or who are full-time students).

B. Serve Idaho serves as the primary point-of-contact for national service resources in Idaho during times of disaster and may receive requests for support from governmental or non-governmental partner(s), including Idaho Division of Emergency Management (IDEM) and Idaho Voluntary Organizations Active in Disaster (IDVOAD). If Serve Idaho receives such a request, Serve Idaho may require members to activate or deploy to provide disaster response and recovery service. When possible, Serve Idaho will first seek members for activation or deployment on a voluntary basis. Serve Idaho uses the following definitions for member activation and deployment:

(1) Member Activation: Members participate in Serve Idaho determined disaster response and recovery within their service area. This may involve virtual service opportunities or in-person service opportunities. This may include service opportunities outside of the member's standard service hours or in place of their standard service duties.

(2) Member Deployment: Members deploy outside of their service area to participate in Serve Idaho determined disaster response and recovery activities. In the event of a member activation, service activities are likely to include remote opportunities such as supporting virtual call centers or social media monitoring. Member activation and member deployment opportunities may include assisting organizations with: volunteer reception centers (ex: registering spontaneous volunteers, data entry), donations management (ex: sorting, inventorying and/or distributing donations), shelter operations, feeding, clean-up (mucking & gutting), and/or debris removal. If members are activated or deployed by Serve Idaho, service hours spent in response to that event may be counted towards the total required member hours of a given member.

C. Subrecipients, such as Idaho State University, must provide all members with basic training on disaster preparedness, response, and recovery. Serve Idaho will make training materials available for subrecipient's use to meet this requirement, or subrecipients may partner with local (city/county) emergency managers, members of their local or state VOADs (Voluntary Organizations Active in Disaster), the Idaho Division of Emergency Management (IDEM), or similar agencies. If member support is requested, Serve Idaho will ensure that members are provided with task-specific training and supervision by the governmental or nongovernmental entity that has requested support.

**DATA USE AGREEMENT
BETWEEN
THE URBAN INSTITUTE
AND
BANNOCK COUNTY JUVENILE JUSTICE DEPARTMENT**

This Data Use Agreement (“Agreement”) is entered into on February 1, 2015 by and between The Urban Institute (“Urban”), a non-profit organization organized and existing under the laws of Delaware, having its principal place of business at 500 L’Enfant Plaza SW, Washington, DC 20024, and Bannock County Juvenile Justice Department (“Bannock County”) (collectively referred to as the “Parties” or individually as a “party”) an organization, having offices at 624 East Center Pocatello, ID 83201.

1. Scope of Agreement

1.1 The Parties intend to enter into this Agreement for purposes of Bannock County to share and disclose Data, to be defined below, in order to assure the confidentiality of such confidential or proprietary information in accordance with the terms of this Agreement and state and federal regulations in performing the services as set forth in Appendix A (“Scope of Work”) to produce certain analyses and conclusions (the “Results”). As used in this Agreement, the Bannock County as the party disclosing Data is referred to as the “Disclosing Party”; and Urban as the party receiving such Data is referred to as the “Recipient”.

2. Definitions

2.1 The Parties agree that the following terms, when used in this Agreement, shall have the following meanings, and that the terms set forth below shall be deemed to be modified to reflect any changes made hereafter to such terms or law or regulation.

- *Data* shall mean all confidential or proprietary information set forth in Appendix B and any subsequent Appendices in a format and on a schedule to be determined by the Parties for the purposes of the Scope of Work.

Notwithstanding anything in the foregoing to the contrary, Data shall not include information which: (a) was known by the Recipient prior to receiving the Data from the Disclosing Party; (b) becomes rightfully known to the Recipient from a third-party source not known (after diligent inquiry) by the Recipient to be under an obligation to the Disclosing Party to maintain confidentiality; (c) is or becomes publicly available through no fault of or failure to act by the Recipient in breach of this Agreement; (d) is required to be disclosed in a judicial or administrative proceeding, or is otherwise requested or required to be disclosed by law or regulation; and (e) is or has been independently developed by employees, consultants or agents of the Recipient without violation of the terms of this Agreement or reference or access to any Data.

- *Business Associate Agreement*. To the extent that Data shared under this Agreement is Protected Health Information, as defined in the Health Insurance Portability and Accountability Act of 1996, as amended, the Parties agree that the data will be governed by the Health Insurance Portability and Accountability Act of 1996, codified at 42 U.S.C. § 1320 d through d-9, as amended, and that Parties must enter into a separate Business Associate Agreement.

- Results shall be defined as work product that are first produced and created from the analysis and manipulation of Data from performance of the Scope of Work under this Agreement. Results shall not be defined as Data.
- *Breach* shall mean the acquisition, access, use or disclosure of Data in a manner not permitted by this Agreement.
- Unless otherwise specified in this Agreement, all capitalized terms used in this Agreement not otherwise defined have the meaning established for purposes of the HIPAA Regulations codified in Title 45 parts 160 through 164 of the United States Code of Federal Regulations, as amended from time to time.

3. Use and Disclosure of Data

3.1 The Recipient and its Representatives shall use the Data of the Disclosing Party only for the Scope of Work and such Data shall not be used for any other purpose without the prior written consent of the Disclosing Party. Without limitation of the foregoing, the Recipient shall not cause or permit reverse engineering of any Data or decompilation or disassembly of any software programs which are part of the Data. The Recipient and its Representatives shall hold in confidence, and shall not disclose any Data of the Disclosing Party; provided, however, that the Recipient may make any disclosure of such information to which the Disclosing Party gives its prior written consent. Notwithstanding anything contained in this Agreement to the contrary, this Agreement shall not prohibit the Recipient from disclosing Data of the Disclosing Party to the extent required in order for the Recipient to comply with applicable laws and regulations, provided that the Recipient provides prior written notice of such required disclosure to the Disclosing Party and takes reasonable and lawful actions to avoid and/or minimize the extent of such disclosure.

3.2 The Recipient agrees that use, storage, and access to Data shall be performed with that degree of skill, care, and judgment customarily accepted as sound, quality, and professional practices. Recipient shall implement and maintain safeguards necessary to ensure the confidentiality, availability, and integrity of Data. Recipient shall also implement and maintain any safeguards required to be implemented by applicable state and federal laws and regulations.

The Parties further agree that the transfer, storage, and use of the Data shall be governed by the protections and protocols set forth in Appendix B ("Data Security Plan").

3.3 The Disclosing Party shall reserve the right to request security information reasonably necessary to ascertain Recipient's compliance with state and federal regulations.

4. Ownership of Proprietary Information

4.1 The Recipient agrees that it shall not receive any right, title or interest in, or any license or right to use, the Disclosing Party's Data or any patent, copyright, trade secret, trademark or other intellectual property rights therein, by implication or otherwise. Each of the Parties hereto represents, warrants and covenants that the Data which it discloses to the other party pursuant to this Agreement have not been stolen, appropriated, obtained or converted without authorization.

4.2 Urban shall retain copyright and ownership in and to Results created under this Agreement and nothing in this Agreement will be deemed or interpreted to transfer ownership of any such rights to Bannock County.

4.3 Urban hereby grants Bannock County a worldwide, non-exclusive, non-transferable, irrevocable, and royalty-free license to reproduce, publish, transmit, publicly display, distribute, adapt, and otherwise use and reuse all Work product first produced, composed, or created in the performance of this Agreement.

5. Publication of the Results

5.1 Prior to publishing the Results or otherwise publicly making available the Results, Urban shall provide written notice to Bannock County Juvenile Justice Department thereof and give Bannock County Juvenile Justice Department twenty (20) days from receipt of such notice to provide Urban with the appropriate source citation for the Data as determined by Bannock County, if, in Bannock County's sole discretion, Bannock County desires to be cited. If Bannock County does not desire to be cited, Urban may publish the Results so long as any Data has been aggregated, anonymized and transformed in such a manner that it is in no way identifiable. If Bannock County does not respond to the aforementioned notice, Urban may publish the Results or otherwise make available the Results in accordance with the terms of this Agreement.

6. Return of Data.

6.1 The Recipient shall, upon the written request of the Disclosing Party, return to the Disclosing Party all Data received by the Recipient or its Representatives from the Disclosing Party (and all copies and reproductions thereof). In addition, the Recipient shall destroy: (i) any notes, reports or other documents prepared by the Recipient which contain Data of the Disclosing Party; and (ii) any Data of the Disclosing Party (and all copies and reproductions thereof) which is in electronic form or cannot otherwise be returned to the Disclosing Party. Alternatively, upon written request of the Disclosing Party, the Recipient shall destroy all Data received by the Recipient or its Representatives from the Disclosing Party (and all copies and reproduction thereof) and any notes, reports or other documents prepared by the Recipient which contain Data of the Disclosing Party. Notwithstanding the return or destruction of the Data, the Recipient and its Representatives will continue to be bound by their obligations of confidentiality and other obligations hereunder. The Recipient's legal counsel may retain one copy of the Disclosing Party's Data for archival purposes only and no other access, use, or disclosure shall be authorized.

7. Notice of Breach

7.1 Recipient shall notify the Disclosing Party within 24 hours of the detection of a possible breach or immediately upon the confirmation of a breach, and will cooperate with efforts by the Disclosing Party to help the Disclosing Party regain possession of Data and prevent its further unauthorized use. Recipient shall give highest priority to immediately mitigating any breach and shall devote such resources as may be required to accomplish that goal.

8. Term and Termination.

8.1 This Agreement is effective as of the Effective Date and shall continue in full force and effect until the three (3) year anniversary thereof, or conclusion of the Urban's NIJ award, whichever is later. Funding to support this project comes from the National Institute of Justice (NIJ). Additionally, **Both parties** Urban may terminate this Agreement, for any reason or for no reason, upon fifteen (15) days prior written notice to the other party.

This Agreement will take effect upon signature and for the duration of the project and conclude when the NIJ award the Study concludes. Should funding supporting this project be suspended or terminated in whole or in part, this Agreement shall cease.

8.2 The Disclosing Party shall provide written notice to Recipient within three (3) days of any determination that Recipient has breached or violated a material term of this Agreement. Disclosing shall afford Recipient an opportunity to cure said alleged material breach upon mutually agreeable terms. Failure to agree on mutually agreeable terms for cure within thirty (30) days shall be grounds for the immediate termination of this Agreement by Disclosing Party.

8.3 Sections 2, 3, 4, 5, 6, and 7 of this Agreement shall survive any termination of this Agreement.

9. Miscellaneous.

10.1 This Agreement supersedes all prior agreements, written or oral, between the Parties relating to the subject matter of this Agreement. This Agreement may not be modified, changed or discharged, in whole or in part, except by an agreement in writing signed by the Parties.

10.2 This Agreement will be binding upon and inure to the benefit of the Parties and their respective heirs, successors and assigns.

10.3 This Agreement shall be construed and interpreted in accordance with the internal laws of the District of Columbia without giving effect to the principles of conflicts of law thereof.

10.4 The provisions of this Agreement are necessary for the protection of the business and goodwill of the Parties and are considered by the Parties to be reasonable for such purpose. The Recipient agrees that any breach of this Agreement will cause the Disclosing Party substantial and irreparable injury and, therefore, in the event of any such breach, in addition to other remedies which may be available, the Disclosing Party shall have the right to specific performance and other injunctive and equitable relief.

10.5 The Recipient shall not originate any publicity, new release, or other written, electronic, or oral public announcements to the press or otherwise about this Agreement or any subsequent Agreement with the Disclosing Party without the prior written consent of the Disclosing Party.

10.6 No waiver of any breach of this Agreement shall be deemed a waiver of any other breach, or the same breach on another occasion. The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights.

10.7 If any one or more provisions of this Agreement shall for any reason be held to be invalid or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

10.8 For the convenience of the Parties, this Agreement may be executed by email and in counterparts, each of which shall be deemed to be an original, and both of which taken together, shall constitute one agreement binding on both Parties.

10.9 The undersigned represent and warrant that they have the authority to enter into this Agreement and have read this Agreement carefully so as to be able to make an informed decision.

IN WITNESS WHEREOF, The Parties have caused this instrument to be signed by their duly authorized representatives on the dates below.

Bannock County Elected Official

The Urban Institute

By:
Name: Jeff Hough
Title: Commissioner, Chairman
Date: 1/21/15

By:
Name:
Title:
Date:

Appendix A. Project Scope of Work

Appendix B. Data Security Plan

Appendix A. Project Scope of Work

Understanding (MOU) between Urban Institute and Bannock County Juvenile Justice Department

- I. **PURPOSE:** The purpose of this agreement is to describe the terms and conditions under which Urban and Bannock County will collaborate on a federally funded project to complete a case study and evaluability assessment. The formal structure of the relationship established by this Statement of Institutional Partnership is that Urban will be the lead agency, with Bannock County as the main partner.
- II. **BACKGROUND:** This evaluability assessment is part of a larger study: Reducing Youth Incarceration for Runaway and Truancy A National Scan of Practice and Evaluability Assessments in Three Sites (hereinafter called “the Study”).

With funding from the Department of Justice’s National Institute of Justice, the Urban Institute (Urban), in partnership with the National Center for Juvenile and Family Court Judges (NCJFCJ) and the National Association of Court Managers (NACM), will (1) document how local communities implement policies, practices, and programs to reduce justice system contact for truancy and runaway status offenses, including strategies to comply with deinstitutionalization of status offenses (DSO) requirements for the Office of Juvenile Justice and Delinquency Prevention (OJJDP) Formula Grants Program and (2) conduct case studies/evaluability assessments in local jurisdictions implementing promising approaches that go beyond simply complying with DSO.

Bannock County has been identified as a jurisdiction engaging in innovative and promising approaches to the deinstitutionalization of status offenses that goes beyond DSO compliance. Through this case study and evaluability assessment, together we will document Bannock County’s innovation(s) and learn whether Bannock County can support rigorous outcome or impact evaluation methodologies able to assess: system functioning and youth outcomes (including by identity characteristics with identifiable outcomes). We will share these findings in public publications and presentations.

- III. **POINTS OF CONTACT:** The following individuals are designated points of contact for the MOU:

Urban Institute - Technical

Bree Boppre
Senior Research Associate
Justice Policy Center
Urban Institute
500 L’Enfant Plaza SW
Washington, DC 20004
202-261-5390

bboppre@urban.org

cc: [Robert Malotte \(RMalotte@urban.org\)](mailto:RMalotte@urban.org)

Lily Robin
Senior Research Associate
Justice Policy Center
Urban Institute
500 L’Enfant Plaza SW
Washington, DC 20024
(202) 261-5633
lrobin@urban.org

Bannock County

Todd Mauger
Chief Juvenile Probation Officer

Bannock County Juvenile Justice
208-417-5033
toddm@bannockcounty.gov

IV. ROLES AND RESPONSIBILITIES:

Urban agrees to:

A. Lead Case Study and Evaluability Assessment, including the following subtasks:

- a. Organize and facilitate case study and evaluability assessment meetings with Bannock County team and any relevant stakeholders
 - i. These meetings will involve obtaining information about Bannock County's services/programming as well as planning for a site visit and other key project tasks (i.e., planning what stakeholders to interview)
- b. Review and summarize all background materials sent to Urban by Bannock County or other stakeholders (NAC, state of Idaho)
- c. Prepare, organize, and attend 2-3 day site visit
 - i. Site visit will involve project activities below (interviews, focus groups, observation) that would be difficult to conduct virtually
 - ii. Tour of The Village and any other facilities deemed relevant by Urban and Bannock County
- d. Prepare, organize, and facilitate interviews with 5-20 program staff, leadership, and partners
 - i. Develop interview protocol for direct service providers, leadership, and partners
 - ii. Design informed consent for interviews
 - iii. Work with Bannock County staff to recruit participants
 - iv. Schedule interviews
 - v. Conduct interviews with participants
 - vi. Clean and analyze interview data
 - vii. Develop themes from interviews
- e. Prepare, organize, and facilitate 2-3 focus groups (or interviews) with youth and families affected by Bannock County juvenile services (namely, The Village)
 - i. Develop focus group (or interview) protocol
 - ii. Design informed consent for focus group (or interview)
 - iii. Work with Bannock County staff to recruit participants
 - iv. Schedule focus groups (or interviews)
 - v. Conduct focus groups (or interviews) with participants
 - vi. Manage and pay incentives for focus group (or interviews) participants
 - vii. Clean and analyze focus group (or interviews) data
 - viii. Develop themes from focus groups (or interviews)
- f. Identify themes and assessment results
- g. Prepare and engage in observation of relevant activities
 - i. Work with Bannock County to identify what activities are appropriate to observe
 - ii. Design informed consent language and procedures for virtual and in-person observation by activity
 - iii. Plan observation
 - iv. Conduct observation

- v. Clean and analyze observation notes
- vi. Develop themes from observations
- h. Write assessment results in the final report, recommendations for evaluability, and other products and presentations
- i. Disseminate findings through
 - i. Final report for NIJ published on Urban Website
 - ii. A brief site report published on the Urban Website
 - iii. Practitioner guide published on Urban Website
 - iv. Site and conference presentations
 - v. Draft outcome/impact evaluation plans if Bannock County services are deemed evaluable (if not, recommendations for how to become evaluable)
 - vi. Other relevant publications such as Blog Posts on Urban Wire

Bannock County agrees to:

A. Support Evaluability Assessment, including the following subtasks:

- a. Support planning of meetings
- b. Attend regular virtual meetings with Urban
- c. Provide background information (e.g., documentation of policies, program procedures, logic models/theories of change, relevant data catalogs, aggregate juvenile justice metrics over time, and other relevant written materials)
- d. Participate in Case study and Evaluability Assessment planning meetings virtually
- e. Participate in site visit planning meetings virtually
- f. Plan and host Urban for site visit
 - i. Assist with planning activities and arranging physical space to conduct activities
- g. Review and provide feedback on focus group/interview recruitment processes
- h. Work with Urban to recruit participants for focus groups and interviews
- i. Provide physical space to conduct in-person interviews and focus groups (if needed)
- j. Work with Urban to identify activities to observe and support planning for observation
- k. Review and provide feedback (if any) on draft reports
- l. Review and provide feedback (if any) on presentations

V. PUBLICATION: All publications will be written by Urban, reviewed by Bannock County, and branded by Urban.

VI. HUMAN SUBJECTS RESEARCH: Urban is required to undergo IRB approval for all activities that involve human subjects, including the focus groups outlined in the scope of work. Bannock County staff are required to abide by all regulations, provisions, and procedures outlined in the approved IRB package.

Appendix B. Data Security Plan

The Urban research team will adhere to the fundamental principles of research ethics and take the following measures to ensure that data security is protected and maintained:

- List of survey contacts will be transferred from partners (ex. NACM, NCJFCJ, and advisory group members) to Urban via email. Contacts will be securely stored in a password protected excel workbook in a project-specific Box folder that only project team members will have access to.
- Survey responses and electronic interview, focus group, and observation notes will be stored on Urban's confidential drive until we can confirm that they are free from identifiers, at which time working data files will be stored in a project-specific Box folder.
- Audio files will be stored on the confidential drive. Any audio recordings will be saved directly to an Urban PGP-encrypted laptop. After the sessions ends the recording will be saved to an encrypted project folder on Urban's Y drive. Files will be transferred through the VPN or a direct network connection if staff are in the office. We will also have an SFTP if for some reason (e.g., VPN is down) a staff member cannot transfer files through the VPN or a direct network connection
- The tracker for incentives and receipts for the incentives will be stored in a project specific encrypted Y-drive folder.
- Paper notes will be kept on the person of the Urban staff member that took them until they can be safely stored in a locked container that only the staff member has access to or transferred to electronic notes at which time the paper notes will be destroyed and disposed of.
- Virtual data collection activities will only take place through secure, Urban approved, softwares (e.g., Zoom, Teams, 8x8) and we will follow Urban's Data Science and Technology Department recommendations to improve security including enabling the waiting room setting, requiring a meeting password, keeping the meeting link private, and not allowing removed participants to rejoin the call.
- Access to the confidential folder and project-specific Box folder will be restricted to research team members who require access for study purposes, and who have agreed, by signing a confidentiality pledge, to maintain data confidentiality.
- Findings will be reported in the aggregate and will not identify individual survey respondents, interviewees, or focus group participants. Some survey findings will be reported at the jurisdiction/agency/office level, but will not identify the survey respondent and will not include any sensitive personal information or opinions.
- Data will only be accessed remotely by team members that have signed confidentiality pledges after receiving permission from Tech & Data, and using appropriate security procedures including dual authentication (DUO) and remote access with PGP encryption on a secure network in a secure location.

Procedures to Maintain Staff Confidentiality. Electronic data files will be saved to the project's confidential drive until we can confirm that they are free from identifying information. Access to the confidential drive is restricted to researchers who have been selected and will be supervised by the principal investigator, Lily Robin, and who have signed a staff pledge of confidentiality. Data access will be restricted to those project team members who require access for research purposes and who have agreed in writing to maintain the confidentiality of all data.

Destruction of Data Upon Completion of the Study. All project materials will be physically destroyed or the identified portions of the materials after a three-year required recipient retention period. Data

collected during the project will be archived with the National Archive of Criminal Justice Data at the conclusion of the award, after being appropriately redacted of any identifiable information.

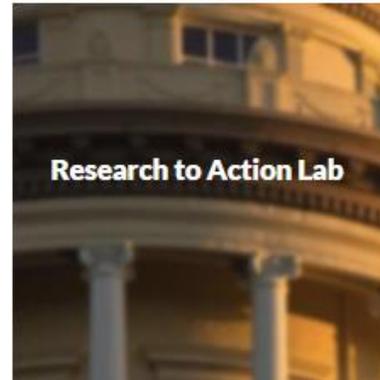
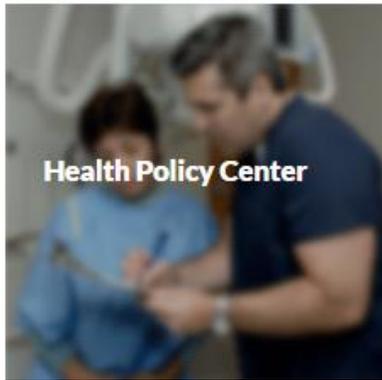
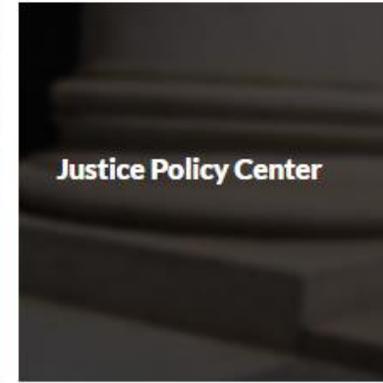
October 2024

Reducing Youth Incarceration for Runaway and Truancy

A National Scan of Practice and Evaluability Assessments in Three Sites



Urban Institute



Urban Institute's **Justice Policy Center** conducts objective, rigorous, interdisciplinary research, evaluation, and policy analysis and delivers data-driven recommendations, training, and technical assistance. In carrying out our research, we seek to center the voices, experiences, and perspectives of the people, practitioners, and communities most affected by crime and the criminal legal system.



NIJ | NATIONAL INSTITUTE OF JUSTICE

ADVANCING JUSTICE THROUGH SCIENCE

Urban Institute ID Site Team



Bree Boppre



Russell Rowe



Sam Bachman

Purpose and Goals

- **Phase 1:** Document how local communities implement policies, practices, and programs to reduce justice system contact for truancy and runaway status offenses, including strategies to comply with DSO requirements for the OJJDP Formula Grants Program
- **Phase 2:** Conduct evaluability assessments in three local jurisdictions implementing promising approaches that go beyond simply complying with DSO

Advisors & Partners

- We partner with the National Center for Juvenile and Family Court Judges (NCJFCJ/NCJJ)
- We have an advisory board of four people

Phase 1: Interviews, Internet Review, and Surveys with JJ Professionals/YSOs

Completed interviews with 29 states to assess DSO strategies across state jurisdictions

Conducted internet searches to supplement remaining states to identify promising and innovative approaches to select sites for evaluability assessment

In the process of fielding surveys with stratified random sample of juvenile justice court and system administrators as well as youth-serving organizations to learn more about DSO strategies and processes

Phase 2: Evaluability Assessments

Research Question

- Are the communities identified for EA sites implementing policies, practices, and programs that can **support rigorous outcome/impact evaluation** methodologies able to assess: system functioning and youth outcomes (including by identity characteristics with identifiable outcomes)?

EA Site Selection Criteria

1. implement a **variety of strategies** both to address the root causes of **truancy and runaway** status offenses and if/how they are processed in the juvenile justice system;
2. demonstrate promising strategies in **addressing overrepresentation of subgroups of youth**, particularly youth of color, in the juvenile justice system;
3. demonstrate **success in deinstitutionalization** to date;
4. implement models that hold **promise for replicability** in other jurisdictions; and
5. represent **geographic diversity** and **variation in population characteristics**

Evaluability Assessment Site Selection

- Use Phased 1 interview and internet search data to identify potential sites
- Held half-day advisory group meeting

Evaluability Assessment Activities

- Virtual planning meetings to connect with those leading efforts to plan out a site visit and study activities
- Background information (e.g., documentation of policies, program procedures, logic models/theories of change, relevant data catalogs, aggregate juvenile justice metrics over time, and other relevant written materials)

Evaluability Assessment Activities

- 2-3 focus groups with youth and families currently or previously engaged with Bannock County's efforts
- Interviews with 5-20 stakeholders (system actors – such as school resource officers, police, court administrators, judges, probation – child welfare, school reps, community-based organizations collaborating on the efforts, etc.)
- Option to do a program/group observation if relevant

Evaluability Assessment Activities

- Most work can be done virtually/remotely
- Planning for 2-3 day site visit in December where some activities can occur

Deliverables & Dissemination

- Research brief published on Urban Website
- Brief site reports published on Urban Website
- Practitioner guide published on Urban Website
- Site and conference presentations
- Draft outcome/impact evaluation plans for sites deemed evaluable & recommendations for sites not ready for evaluation

In The Matter of APPOINTING CHAIR)
OF THE BOARD OF COUNTY COMMISSIONERS)

R.S. No 2025-06
January 21, 2025

RESOLUTION

WHEREAS, Ernie Moser, Jeff Hough, and Ken Bullock have been elected and sworn in as County Commissioners for Bannock County; and

WHEREAS, Idaho Code §31-705 provides that the Board must elect a chair at their first regular meeting on the second Monday of January after the election;

NOW THEREFORE, BE IT RESOLVED that Commissioner Jeff Hough is hereby appointed as the chair of the Board.

BOARD OF BANNOCK COUNTY COMMISSIONERS

Jeff Hough, Chair

Ernie Moser, Member

Ken Bullock, Member

ATTEST: _____
Jason C. Dixon, Clerk

In the Matter of AUTHORIZING THE)
DESTRUCTION OF RECORDS)

R.S. No. 2025-07
January 21, 2025

RESOLUTION

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

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

WHEREAS, Prosecutor files were digitized by Integra, now doing business as Daida, and are requested for destruction; and

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

NOW, THEREFORE, BE IT RESOLVED that the Sheriff is authorized to destruct the original paper records listed below:

- 15 boxes of civil records containing service sheets from 2024
- 20 boxes of booking records from 2024
- 15 boxes of temporary inmate records

and that the Prosecutor paper files in the possession of Daida be destructed, and that such destruction occur under the supervision of the Bannock County Clerk.

BOARD OF BANNOCK COUNTY COMMISSIONERS

Jeff Hough, Chair

Ernie Moser, Member

Ken Bullock, Member

ATTEST: _____
Jason C. Dixon, Clerk

In the Matter of VALIDATING)
 GARDEN CREEK ROAD)
AS A PUBLIC RIGHT-OF-WAY)

R.S. No. 2025-08
 January 21, 2025

RESOLUTION

WHEREAS, a public hearing was held on January 14, 2025, at the hour of 11 a.m. in the chambers of the Bannock County Commissioners to consider the matter of validating Garden Creek Road.

WHEREAS, the Board, having considered all evidence presented and public comments at the hearing, hereby makes the following findings and conclusions:

APPLICABLE LAW

1. Bannock County Commissioners are authorized by Idaho Code Title 40, Chapter 2 to validate a highway or public right-of-way as public or declare it not to be public.
2. Notification to the public, adjacent landowners, and operators of underground facilities must be made according to Idaho Code §40-203.
3. Upon completion of the proceedings, the commissioners shall determine whether validation of the highway or public right-of-way is in the public interest and shall enter an order validating the highway or public right-of-way as public or declaring it not to be public. Idaho Code §40-203A(3).

FINDINGS OF FACT

1. The Board, upon the advice of legal counsel, initiated validation proceedings for Garden Creek Road pursuant to Idaho Code §40-203A(1)(a), in that doubt existed as to the legal establishment or evidence of establishment of the public right-of-way.
2. The location of the right-of-way is within and under the jurisdiction of Bannock County, Idaho.
3. Notification of the public hearing to adjoining property owners and underground utilities was made via certified mail, and the public hearing notice was published on December 14 and 28, 2024, and January 4, 2025.
4. The public hearing was held on January 14, 2025.
5. Public Works finds maintenance records began in the 1940's, with the last 20 years having expended \$586,278 in public funds.
6. Garden Creek Road has been a designated snowmobile trail for many years.
7. Garden Creek Road has been on the County Road Map since at least 1958.

R.S. 2025-08

Page 2

CONCLUSIONS OF LAW

Validation of Garden Creek Road as a public right-of-way is in the public interest, pursuant to Idaho Code §40-203A(3).

ORDER

NOW, THEREFORE, BE IT RESOLVED, based on the foregoing Findings of Fact and Conclusions of Law, pursuant to Idaho Code Title 40, Chapter 2, that Garden Creek Road is validated as a public right-of-way.

****Appeal Rights****

Pursuant to Idaho Code § 40-203A(4), any resident or property holder within a county or highway district system, include the state of Idaho or any of its subdivisions, or any agency of the federal government, may appeal to the district court of the county in which the highway or public right-of-way is located pursuant to section 40-208, Idaho Code.

BOARD OF BANNOCK COUNTY COMMISSIONERS

Jeff Hough, Chair

Ernie Moser, Member

Ken Bullock, Member

ATTEST:

Jason C. Dixon, 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 January 9, 13, and 14, 2025, as approved during the meeting of January 21, 2025.

BOARD OF BANNOCK COUNTY COMMISSIONERS

Jeff Hough, Chair

Ernie Moser, Member

Ken Bullock, Member

ATTEST:

Jason C. Dixon, Clerk



MINUTES OF THE BOARD OF BANNOCK COUNTY COMMISSIONERS

Meeting Details

Date of Meeting:	Thursday, January 9, 2025
Commissioners present:	Ernie Moser and Jeff Hough
Clerk of the Board:	Nancy Allen for Jason C. Dixon
Absent Board Members:	John Crowder
Staff present:	Deputy Clerk Nancy Allen and Comptroller Kristi Klauser

Agenda Details

AGENDA	
1	<p>Claims Meeting and Work Session (action items)</p> <p>Claims Agenda:</p> <ul style="list-style-type: none"> Board of Ambulance District: Invoices and Commissioner Report Board of Commissioners: Invoices, Commissioners Reports, and Credit Applications Salary Rate Approval Forms/Notice of Separation with Potential Executive Session under Idaho Code §74-206(1)(a)&(b) regarding personnel with potential action following adjournment of Executive Session Payroll Report <p>Work Session Agenda:</p> <ul style="list-style-type: none"> Alcohol Licenses and Permits Certificate of Residency Approval Mileage Reimbursement Requests Technology Request Form Memorandum Authorization for Accounts Payable Cardholder User Agreement and Authorization
2	<ul style="list-style-type: none"> Hal Jensen, Planning and Development Director, seeking approval of and signature on a letter of support for the City of Pocatello (requested 10 minutes) (action item)
3	<ul style="list-style-type: none"> Parker Blad, Facilities, seeking signature on a Memo for Authorization to Dispose Assets (action item)
4	<ul style="list-style-type: none"> Shanda Crystal, Chief Procurement Officer, requesting to discuss (1) a potential signature on the Idaho Federal Surplus Property Utilization Questionnaire; (2) a potential signature on CM Company Change Order #4, and; (3) providing a procurement update (requesting 10 minutes) (action item)
5	<ul style="list-style-type: none"> Kristi Klauser, Comptroller, providing an ARPA update (potential action item)
6	<ul style="list-style-type: none"> Signature on Meeting Facility Use Request Form for the City of Chubbuck (action item)
7	<p>Quarterly Jail Inspection (potential action item) <i>Note:</i> this meeting will be held at the Bannock County Sheriff's office at 5800 S. 5th Ave., Pocatello, Idaho</p>

Meeting Notes

- 9:00 AM Moser called the meeting to order. Hough moved to approve the invoices and reports. The motion passed. Hough moved to approve the salary forms. The motion passed. Hough moved to approve

the certificate of residency. The motion passed. Hough moved to approve the payroll report. The motion passed.

- 2 9:03 AM Assistant Planning Director Tristan Bourquin also appeared. Jensen reviewed the request from Pocatello for a letter of support to develop a parking lot and boat dock on the greenway expansion and river access project. Hough moved to approve the support letter. The motion passed.
- 3 9:06 AM Facilities Director Dan Kendall also appeared. Blad requested to recycle 53 filing cabinets that were in the public defenders. Hough moved to approve the disposal of assets. The motion passed.
- 4 9:08 AM Crystal reviewed the Idaho Federal Surplus Property Utilization Questionnaire for the Event Center tractor to verify that it is in use as intended. Hough moved to approve the questionnaire. The motion passed.
9:09 AM Crystal reviewed the CM Company Change Order #4 for the 6th Street project for \$2,882. Hough moved to approve the change order. The motion passed. Discussion ensued on metal detectors and timeframes.
9:15 AM Crystal gave updates on procurement projects.
- 5 9:21 AM Klauser gave updates on ARPA projects.
- 6 9:25 AM Hough moved to approve the Chubbuck facility use request form. The motion passed.
- 7 1:30 PM Those in attendance included Management Assistant Kristi Davenport, Chief Deputy Sheriff Alex Hamilton, Lt. Kasey Johnson, and Lt. Jayson Clark. Davenport began the questionnaire. Discussion ensued on staff numbers and turnover. 1:36 PM A tour of the facility began. Discussion along the tour included showers, toilets, new classroom usage, MOUD program, and the tactical training center. 2:12 PM The tour concluded.

Action Item Summary

ACTION/DIRECTION	ASSIGNED TO
Approved invoices, reports, salary forms, certificates of residency, and payroll report.	Auditing/Clerk/Resolution
Approved support letter for Pocatello project.	Planning
Approved disposal of filing cabinets.	Facilities/Resolution
Approved Idaho Federal Surplus Property Utilization Questionnaire and CM Company Change Order #4.	Procurement
Approved signature on Chubbuck facility use request.	Auditing



MINUTES OF THE BOARD OF BANNOCK COUNTY COMMISSIONERS

Meeting Details

Date of Meeting:	Monday, January 13, 2025
Commissioners present:	Ernie Moser, Jeff Hough, and Ken Bullock
Clerk of the Board:	Jason C. Dixon
Absent Board Members:	
Staff present:	Deputy Clerk Nancy Allen

Agenda Details

AGENDA	
1	Swearing in of newly elected Bannock County Officials – (action item)

Meeting Notes

- 1:02 PM Judge Rick Carnaroli administered oaths of office to Commissioner Ken Bullock, Commissioner Ernie Moser, Sheriff Tony Manu, and Prosecutor Ian Johnson.



MINUTES OF THE BOARD OF BANNOCK COUNTY COMMISSIONERS

Meeting Details

Date of Meeting:	Tuesday, January 14, 2025
Commissioners present:	Ernie Moser, Jeff Hough, and Ken Bullock
Clerk of the Board:	Jason C. Dixon
Absent Board Members:	
Staff present:	Deputy Clerk Nancy Allen, Comptroller Kristi Klauser, and Attorney Jon Radford

Agenda Details

AGENDA	
1	Business Meeting (action item) BOARD OF COMMISSIONERS MEETING CALL TO ORDER, AGENDA CHANGES & AGENDA APPROVAL (action item)
2	<ul style="list-style-type: none"> Discussion regarding choosing a Chairman for the Board of Bannock County Commissioners (action item)
3	<ul style="list-style-type: none"> Tony Manu, Sheriff, request for approval for abandoned and found property to be auctioned at Prime Time Auctions (requested 10 minutes) (action item)
4	<ul style="list-style-type: none"> Approval of the Bannock County Board of Commissioners Quarterly Jail Inspection report executed on January 9, 2025 per Idaho Code §20-622 (action item)
5	<ul style="list-style-type: none"> Adam McKinney, Chief Technical Officer, requesting signature on a Tower Site Lease Agreement with Day Wireless (requested 5 minutes) (action item)
6	<ul style="list-style-type: none"> Daniel Kendall, Chief Building Officer, seeking potential signature on an utility easement (requested 5 minutes)
7	<ul style="list-style-type: none"> Kristi Davenport, Management Assistant, presenting a request for signature on Acceptance of Digital Images authorization for Daida to destroy physical records (requested 5 minutes) (action item)
8	RESOLUTIONS AND ORDINANCES (action items): Resolution 2025-4 Designating County Roads for State Reimbursement Resolution 2025-5 Authorization to Dispose Surplus Assets/Dispose
9	SIGNATURE ONLY (action items): Request to shred records according to the Bannock County Sheriff's Office retention policy Memorandum – Authorization to sign for Accounts Payable Cardholder User Agreement and Authorization
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 Minutes: Approval of Meeting Minutes for January 7, 2025 and Certification of Said Minutes
11	Public Hearing Road Validation (action item)

Meeting Notes

- 1 9:00 AM Moser called the meeting to order.
- 2 9:00 AM Moser moved to appoint Hough as chair. The motion passed.
- 3 9:01 AM Radford explained the auction public notice process. 9:03 AM Manu and Chief Deputy Sheriff Alex Hamilton appeared. Manu reviewed the request to auction abandoned property, most of which are lost or found firearms. Bullock moved to approve the request. The motion passed.
9:06 AM Maggie Gutierrez, Evidence Technician, reviewed the process to clear the firearms through NCIC and owner notification.
- 4 9:08 AM Hough relayed he is very impressed with the jail every visit. Moser moved to approve the jail inspection report. The motion passed.
- 5 9:09 AM McKinney reviewed the agreement to formalize use/access of tower sites with Day Wireless. Bullock moved to approve the lease agreement. The motion passed.
- 6 9:13 AM Kendall explained the proposed location for the new YDC building is over an easement, so Idaho Power would like to move the easement. Moser moved to accept the easement adjustment with Idaho Power. The motion passed.
- 7 9:16 AM Davenport explained that prosecutor files were scanned and destruction is covered in the contract, but authorization is needed to destroy the documents. Bullock moved to authorize the Chair to sign the authorization. The motion passed.
- 8 9:17 AM Hough reviewed the resolutions. Bullock moved to adopt the resolutions. The motion passed.
- 9 9:20 AM Moser moved to authorize shredding Sheriff records. The motion passed.
9:20 AM Hough moved to approve the memorandum and cardholder authorization for Bullock. The motion passed.
- 10 9:22 AM The consent agenda included salary forms and minutes. Bullock moved to accept the consent agenda. The motion passed.
- 11 11:00 AM Public Works Director Kiel Burmester and Assistant Director Buddy Romriell were present. Hough reviewed the public hearing process. Moser moved to open the public hearing. The motion passed.
11:01 AM Radford reviewed statutes for validation, Idaho Code §40-204A, and that today's validation hearing was initiated as doubt exists as to the legal establishment of the public right of way for Garden Creek Road. Any decision would clarify if the road is private or public.
11:04 AM Burmester shared criteria to consider is if the road changed throughout years, maintenance, and County road maps. Radford clarified this process is not to take a private road and make it public.
11:05 AM Dan Williams shared he lives on the road year-round. This road has been public for as long as he can remember and longer. The County has taken care of the road and there are no fences or gates blocking it. It is not a private road. This should be a public road and it is up to the Board for any restrictions put on it. His dad homesteaded up there after WWII.
11:07 AM Sherrilyn Munden shared she owns 1500 acres in the area. It was purchased in 2012 with plans to have a ranch. She knew there was no winter maintenance. The problem is that the County has chosen to close the road and has caused impacts on her family and ranch. Whether it is public or private, she doesn't believe the Board has the right to designate it however they want and restrict access to her property. There's a lot of money invested in the property. It started out with no winter maintenance, and was not groomed. They signed a paper acknowledging there was no winter maintenance. They were sent notification they could not plow the road and in 2019 it was designated as a snowmobile trail.
11:11 AM Dennis Munden shared he owns 1500 acres on the road. The land title is in their name so there must be prescriptive easement for the road. When they first started the process, the road director told him they were going to start plowing the road since there was enough people up there. Now there's a new guy and all the sudden it is shut down and turned into a snowmobile trail. Bullock, as previous commissioner, had suggested they go to the road meeting and request the road be plowed.

11:13 AM Linda Burnham has property in that area and has farmed in the area for many years. The road has always been a public road. She's been farming for 60 years. Before that, there was Garden Creek Road. There are a lot of roads that say no winter maintenance. She knows Garden Creek Road is designated as snowmobile.

11:15 AM Hough relayed that Ralph Wheatly submitted a written statement. Moser moved to close public hearing. The motion passed.

11:15 AM Burmester reported maintenance records started in 1946. He pulled up the last 20 years that show \$586,278 in chloride, gravel, and blading. So maintenance is proved. There are meeting notes from 1946 regarding a petition to open part of the road and improve the rest with specific section numbers. General highway maps are approved through public meetings every five years. A map from 1958 shows it as a County maintained road with no major difference in location to today's map.

11:18 AM Discussion ensued on snowmobile trail designations and grooming. It's been that way for many years.

11:19 AM Bullock has used the road for most of his life and in 1973 riding snowmobiles and there was no winter maintenance. He felt it in the best interest of the county to keep it how it is. Moser questioned if grooming trail designation is done by the state as snowmobile stickers are regulated by the state with those funds paying for the grooming. Hough felt the validation is in the public's interest. Bullock moved to validate that it is a public, established road. The motion passed.

Action Item Summary

ACTION/DIRECTION	ASSIGNED TO
Approved appointing Commissioner Hough as chair of Board.	Clerk/Resolution
Approved Prime Time auction of abandoned property.	Sheriff
Approved jail inspection report.	Sheriff
Approved tower site lease with Day Wireless.	IT
Approved utility easement adjustment with Idaho Power.	Facilities/Planning
Approved Daida to destroy files that are digitized.	Commission/Resolution
Approved Resolutions 2025-4 Designating County Roads for State Reimbursement and 2025-5 Authorization to Dispose Surplus Assets/Dispose.	Clerk
Approved destruction of Sheriff records.	Sheriff/Resolution
Approved authorizations for AP and cardholder new Commissioner.	Auditing
Approved salary forms and minutes.	Auditing/Clerk/Resolution
Approved entry/exit public hearing and to validate Garden Creek Road.	Public Works/Resolution