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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 **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, March 18, 2025

9:00 AM Business Meeting (action items)

Agenda:

- Indigent Business may require an Executive Session pursuant to Idaho Code §74-206(1)(d) to consider records exempt from public disclosure (action item)
- Charity Staggs, SICO, requesting reimbursement for Lava Ranches Phase 1 (requested 5 minutes) (action item)
- Todd Mauger, Juvenile Justice, seeking approval to submit the Idaho Office of Drug Policy 2026: SUPTRIS Grant (requested 5 minutes) (action item)
- Daniel Kendall, Chief Building Officer, providing a monthly facilities update
- Dillon Evans, Solid Waste, regarding approval of and potential signature on a Environmental Services Agreement with Clean Harbors (requested 5 minutes) (action item)
- Kiel Burmester, Public Works, approve the Implementation of weights limits for spring breakup season on county-maintained asphalt roads (requested 5 minutes) (action item)
- Kim Talbot, DV Court, requesting signature on OVW/ICJR Grant Memorandum of Understanding (requested 5 minutes) (action item)
- Kristi Klauser, Auditing, requesting to (1) discuss use of Domestic Violence Administration monies for employee training, and; (2) review the FY26 Budget calendar (requested 5 minutes) (action item)
- Shanda Crystal, Procurement, regarding a discussion about (1) potential signature on Change Order #2 with Teton West, and; (2) a revised process for Approved Rental Companies (requested 10 minutes) (action item)

- Signature Only: Meeting Facility Use Form for Estate Planning Workshop and License Application with SD 25 for Field of Heroes (action item)

RESOLUTIONS AND ORDINANCES (action items):

Resolution No. 2025-22 Approving Tax Cancellation Requests

Resolution No. 2025-23 Authorization to Dispose Surplus Assets/Property

LETTERS AND NOTICES (action items):

SIGNATURE ONLY (action items):

Agreement to Provide Law Enforcement Protection

CONSENT AGENDA (action items):

- Board of Ambulance District: Invoices and Commissioner Report
- Board of Commissioners: Invoices, Commissioners Reports, and Credit Applications
- Salary Rate Approval Forms/Notice of Separation with Potential Executive Session under Idaho Code §74-206(1)(a)&(b) regarding personnel with potential action following adjournment of Executive Session
- Payroll Report
- Alcohol Licenses and Permits
- Certificate of Residency Approval
- Mileage Reimbursement Requests
- Technology Request Form
- Memorandum Authorization for Accounts Payable
- Cardholder User Agreement and Authorization
- Manual Checks
- Technology Forms
- Minutes: Approval of Meeting Minutes for March 6, 11, and 13, 2025, and Certification of Said Minutes

10:00 AM Bid Opening for Diesel Generator Invitation to Bid (action item)

10:30 AM Department Head Meeting

2:00 PM Planning Council update to the Commissioners

3:00 PM Area of City Impact Kick-off meeting (potential action items)



FOR COMMISSION OFFICE USE:	
DATE _____	TIME _____

Agenda Request Form

The Board of Bannock County Commissioners business meetings are generally held on **Tuesday** in the Commissioners’ Chambers in the Bannock County Courthouse, 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.

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

Name/Department: SICOG/OEM

Phone/Email: 208-233-4535 x1015

Item to be considered: Lava Ranches Phase 1 Reimbursement Request

Informational background:

Seeking approval and signature on 2 Reimburesment Requests

1. What meeting are you requesting? 3/18/25
2. How much time will be needed for this agenda item? 5 minutes or less
3. Is Commission action requested (decision, approval, signature, or guidance)? Signature
4. Does this request involve a contract, agreement, external funding source, or award acceptance? YES
5. What is the potential financial impact of this request? 0
6. Have all supporting documents been included with this form? YES
7. Will you be using presentation software or have other presentation needs? (if YES, provide presentation with this form) NO
8. Name and contact information for others who should be invited to attend:

Wes Jones, Charity Staggs

IDAHO DEPARTMENT OF LANDS

— Smith Gulch Fuels Reduction

Grant No.: 21HFR4-Bannock

Award Amount: \$240,000

REIMBURSEMENT REQUEST FORM

Reimbursement Request # 2-Final

Amount Requested: \$ 102,320.37

Grantee Information

Remittance Information:		Contact Person:	
Bannock County 624 E Center Street, Room 104 Pocatello, ID 83201		Wes Jones Emergency Director 5500 South 5th Avenue Pocatello, ID 83205	Phone: 208-236-7104 Fax: Email: Wjones@Bannockcounty.us

Grant Funds Expenditure Documentation

Date of Expenditure	Invoice #	Check#	Vendor / Contractor Name	Product / Service Description	Grant Expense ¹
Personnel			(See Attached Labor Sheets for Details)	Personnel Total	
Operating Expenditures (travel, supplies, trees, equipment rental, etc.)					
Contracted Professional Services (as indicated in approved proposal)					
1/19/2024	111		McGuire Hazard Fuels Management	Project Management	\$2,210.00
2/7/2025	1143		CR Fence	Mastication/Hand Work	\$99,889.37
Indirect Costs					\$221.00
Total Expenses					\$102,320.37
- Project Income Earned²					\$0
Reimbursement Total					\$102,320.37

¹ Grant funds cannot be used for capital outlay expenditures or for practices on federal land. ² Project income is to be deducted, from the total expenses.

Total Amount of Match Reported on Back of This Form \$ N/A

Project grant funds are distributed on a reimbursement basis. Project expenses for which you will seek reimbursement must be incurred after the last MOU signature date and no later than November 30, 2024. Any funds not claimed by the Grantee by December 31, 2024 will be forfeited.

Supporting documentation for all reimbursable expenditures must be attached (copies of paid invoices with check numbers listed above will suffice). Itemize the required match on the back of this form and attach volunteer time sheets as applicable. Additionally, enclose, a brief narrative summarizing the project's status and a copy of all deliverables. All expenditures must be in compliance with federal cost principles and the State of Idaho Purchasing regulations.

I certify, to the best of my knowledge and belief, that the data above are correct and all expenditures have been made in accordance with the MOU conditions and that any requested payment is due and has not been previously requested.

Signature of Authorized Bannock County Official: Jeff Hough
 Title: Commissioner, Chairman
 Date: Mar. 18, 2025

FOR IDL OFFICE USE ONLY			
Project Lead	Tyre Holfeltz	Date Payment	Final Payment: Yes <input type="checkbox"/> No <input type="checkbox"/>
Amount to be Paid	\$	Approved:	
Bureau Manager		Make Check Payable To:	Bannock County
Approved:		Date	Inv. #:
Vendor #:	826000279	Description:	, 21HFR4-04 , Reimbursement

IDAHO DEPARTMENT OF LANDS

— Smith Gulch Fuels Reduction

Grant No.: 21HFR4-Bannock

Award Amount: \$240,000

<i>SUBOBJ</i>	<i>PCA</i>	<i>TC</i>	<i>AMT</i>	<i>PROJ/PH</i>
7412-03	31048	230		21HFR4-04
7412-04	31048	230		21HFR4-04

IDAHO DEPARTMENT OF LANDS

<i>This Section is for IDL Admin Use Only</i>			
PROJECT NAME:	Lava Ranches Fuels Reduction		
IDL Grant Number:	21HFR4-Bannock	Grant Expiration Date:	November 30, 2024

REIMBURSEMENT REQUEST – PROGRESS REPORT**MUST BE COMPLETED BY THE GRANTEE**

Grantee – Complete/Submit this Form with Each Reimbursement Request			
Report Period:	2/20/2025-3/7/25	Reimbursement Amount Requested for Period:	\$ 102,320.37
Project Work Completed – This Reimbursement Report Period			
Have all fully completed grant funded project activities associated with this reimbursement request been entered into the IDL GIS Federal Grant Database?	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	If no, why?
Treatments			
Total # of Acres Treated: <i>(One acre treated by multiple means is still only counted once as one acre)</i>	95.0	Communities directly or indirectly benefiting from treatments: Lava Ranches, Lava Hot Springs	
Treatment Methodologies Utilized: <i>(Check all that apply)</i>	<input type="checkbox"/> Thin	<input checked="" type="checkbox"/> Masticate	<input type="checkbox"/> Limb/Prune
	<input type="checkbox"/> Herbicide	<input type="checkbox"/> Other (specify)	
Was all slash treated for acres specified in this report?	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	If no, why AND which units were left untreated?
Were any trees/shrubs/grasses planted during report period?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	If yes, specify acres (of total above) or #/lbs of vegetation:
Were any by-products generated during this project report period?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	If yes, what kind(s) and how much?
Was there any biomass collection during this project report period?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	If yes, check AND populate one option below
	<input type="checkbox"/> # cubic yds:	<input type="checkbox"/> # of tons:	
Education and Assessments			
Were educational deliverables completed during report period?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	If yes, complete the section below accordingly
<input type="checkbox"/> # of Workshops:	<input type="checkbox"/> # of Educational Materials (pamphlets, signs, etc.):		
<input type="checkbox"/> # of Assessments:	<input type="checkbox"/> # of Future Planning Contacts:		
<input type="checkbox"/> Other (Specify and quantify in the narrative summary box below)			

IDAHO DEPARTMENT OF LANDS

Photo Documentation - <u>This Reimbursement Report Period</u>		
Were before and after photos taken and included with this request/report? (from established points) ***	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes & Attached
If no, why?		
Narrative Summary – <u>This Reimbursement Report Period</u>		
<p>Please expand upon the details provided above through a summary of all work completed during <u>this reimbursement report period</u> (i.e., what, where, how, and how much was done). Describe how accomplishments were achieved. The summary is meant to further justify the reimbursement request and tell a story.</p>		
<p><i>Project began as the Smith Gulch Fuels Reduction project. MOU between IDL and Bannock County was signed 8/11/22, with 1 amendment issued 8/11/22 to adjust the budget. Administrator was procured 1/8/22. Project manager was procured 9/21/22. Permission from Landowner was acquired 10/20/22, landowner passed away, estate representative gave permission to proceed, and signed treatment prescription 1/13/23. Procurement for contractor to perform mastication and handwork ran from 3/23/23 to 6/8/23. This process was a request for services released 3/23/23, with 1 addendum released 4/3/23, and 2 addendum released 5/26/23, two publications on 3/28/23 and 4/4/23, 2 pre-bid tours on 5/18/23 and 5/25/23. Two Proposals were received 6/1/23 which were rated 6/2/23 and awarded to CR Fence on 6/8/23. Contract was signed and notice to proceed was issued 6/15/23. Estate representative pulled consent 6/27/23, with 0 acres being treated. Contract with CR Fence was canceled. MOU amendment 2 was issued changing the project name from Smith Gulch to Lava Ranges Fuels Reduction Project as well as the location. Permission was acquired from Lava Ranges landowner 8/11/23, with a treatment prescription signed 1/25/24. Procurement for contractor to complete mastication and handwork was repeated with Request for Services released 4/16/23, two publications 4/18/24 and 5/14/24, two pre-bid tours on 5/21/24 and 5/28/24. Only one proposal was received on 6/5/24 from CR Fence. Bid opening was performed 6/11/24, rating was completed on Bannock County's Online procurement system (Bonfire), and award letter was issued 6/20/24. MOU amendment 3 was issued 9/4/24. Contract with CR Fence was signed 10/1/24 and work ran from 11/14/24 to 2/7/25, completing a total of 95 acres.</i></p>		
COMPLETED BY: (PLEASE PRINT)	Charity Staggs	DATE: 03/04/2025

ATTACH PHOTOS TO REIMBURSEMENT REQUEST

IDAHO DEPARTMENT OF LANDS

— Smith Gulch Fuels Reduction

Grant No.: 21HFR4-Bannock
Award Amount: \$240,000

REIMBURSEMENT REQUEST FORM

Reimbursement Request # 1
Amount Requested: \$ 137,679.63

Grantee Information

Remittance Information:		Contact Person:	
Bannock County 624 E Center Street, Room 104 Pocatello, ID 83201		Wes Jones Emergency Director 5500 South 5th Avenue Pocatello, ID 83205	Phone: 208-236-7104 Fax: Email: <u>Wjones@Bannockcounty.us</u>

Grant Funds Expenditure Documentation

Date of Expenditure	Invoice #	Check#	Vendor / Contractor Name	Product / Service Description	Grant Expense ¹
Personnel (See Attached Labor Sheets for Details)					Personnel Total
Operating Expenditures (travel, supplies, trees, equipment rental, etc.)					
Contracted Professional Services (as indicated in approved proposal)					
10/24/2022	102	12302376	McGuire Hazard Fuels Management	Project Management	\$260.00
11/7/2022	2022-1	12302405	SICOG	Administration	\$975.00
1/10/2023	2	12302627	SICOG	Administration	\$637.50
2/1/2023	3	12303480	SICOG	Administration	\$1,443.75
6/21/2023	104	12307156	McGuire Hazard Fuels Management	Project Management	\$1,950.00
7/13/2023	106	12307906	McGuire Hazard Fuels Management	Project Management	\$1,950.00
8/26/2024	109	12407261	McGuire Hazard Fuels Management	Project Management	\$4,030.00
12/6/2024	1134	12501743	CR Fence	Mastication/Hand Work	\$99,880.63
1/19/2024	110	12502962	McGuire Hazard Fuels Management	Project Management	\$3,900.00
2/19/2024	10642	12502988	SICOG	Administration	\$16,943.75
Indirect Costs					\$5,709.00
Total Expenses					\$137,679.63
Project Income Earned²					\$0
Reimbursement Total					\$137,679.63

¹ Grant funds cannot be used for capital outlay expenditures or for practices on federal land. ² Project Income is to be deducted, from the total expenses.

Total Amount of Match Reported on Back of This Form \$ N/A

Project grant funds are distributed on a reimbursement basis. Project expenses for which you will seek reimbursement must be incurred after the last MOU signature date and no later than November 30, 2024. Any funds not claimed by the Grantee by December 31, 2024 will be forfeited.

Supporting documentation for all reimbursable expenditures must be attached (copies of paid invoices with check numbers listed above will suffice). Itemize the required match on the back of this form and attach volunteer time sheets as applicable. Additionally, enclose, a brief narrative summarizing the project's status and a copy of all deliverables. All expenditures must be in compliance with federal cost principles and the State of Idaho Purchasing regulations.

IDAHO DEPARTMENT OF LANDS

— Smith Gulch Fuels Reduction

Grant No.: 21HFR4-Bannock

Award Amount: \$240,000

I certify, to the best of my knowledge and belief, that the data above are correct and all expenditures have been made in accordance with the MOU conditions and that any requested payment is due and has not been previously requested.

Signature of Authorized Bannock County Official: Jeff Hough
 Title: Commissioner, Chairman
 Date: Mar. 18, 2025
 Type/Print Name: _____

FOR IDL OFFICE USE ONLY				
Project Lead	Tyre Holfeltz	Date Payment	Final Payment: Yes <input type="checkbox"/> No <input type="checkbox"/>	
Amount to be Paid	\$ _____	Approved:	_____	
Bureau Manager	_____	Date	Inv. #:	
Approved:	_____	Approved:	_____	
Vendor #:	826000279	Description:	_____, 21HFR4-04	
			Reimbursement	
SUBOBJ	PCA	TC	AMT	PROJ/PH
7412-03	31048	230		21HFR4-04
7412-04	31048	230		21HFR4-04

IDAHO DEPARTMENT OF LANDS

<i>This Section is for IDL Admin Use Only</i>			
PROJECT NAME:		Lava Ranches Fuels Reduction	
IDL Grant Number:	21HFR4-Bannock	Grant Expiration Date:	November 30, 2024

REIMBURSEMENT REQUEST - PROGRESS REPORT

MUST BE COMPLETED BY THE GRANTEE

Grantee - Complete/Submit this Form with Each Reimbursement Request			
Report Period:	8/11/22-2/19/25	Reimbursement Amount Requested for Period:	\$ 137,679.63
Project Work Completed - This Reimbursement Report Period			
Have all fully completed grant funded project activities associated with this reimbursement request been entered into the IDL GIS Federal Grant Database?	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	If no, why?
Treatments			
Total # of Acres Treated: <i>(One acre treated by multiple means is still only counted once as one acre)</i>	85.0	Communities directly or indirectly benefiting from treatments: Lava Ranches, Lava Hot Springs	
Treatment Methodologies Utilized: <i>(Check all that apply)</i>	<input type="checkbox"/> Thin	<input checked="" type="checkbox"/> Masticate	<input type="checkbox"/> Limb/Prune
	<input type="checkbox"/> Herbicide	<input type="checkbox"/> Other (specify)	
Was all slash treated for acres specified in this report?	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	If no, why AND which units were left untreated?
Were any trees/shrubs/grasses planted during report period?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	If yes, specify acres (of total above) or #/lbs of vegetation:
Were any by-products generated during this project report period?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	If yes, what kind(s) and how much?
Was there any biomass collection during this project report period?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	If yes, check AND populate one option below
			<input type="checkbox"/> # cubic yds:
Education and Assessments			
Were educational deliverables completed during report period?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	If yes, complete the section below accordingly
<input type="checkbox"/> # of Workshops:	<input type="checkbox"/> # of Educational Materials (pamphlets, signs, etc.):		
<input type="checkbox"/> # of Assessments:	<input type="checkbox"/> # of Future Planning Contacts:		
<input type="checkbox"/> Other (Specify and quantify in the narrative summary box below)			

IDAHO DEPARTMENT OF LANDS

Photo Documentation - This Reimbursement Report Period		
Were before and after photos taken and included with this request/report? (from established points) ***	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes & Attached
If no, why?		
Narrative Summary - This Reimbursement Report Period		
Please expand upon the details provided above through a summary of all work completed during this reimbursement report period (i.e., what, where, how, and how much was done). Describe how accomplishments were achieved. The summary is meant to further justify the reimbursement request and tell a story.		
<p><i>Project began as the Smith Gulch Fuels Reduction project. MOU between IDL and Bannock County was signed 8/11/22, with 1 amendment issued 8/11/22 to adjust the budget. Administrator was procured 1/8/22. Project manager was procured 9/21/22. Permission from Landowner was acquired 10/20/22, landowner passed away, estate representative gave permission to proceed, and signed treatment prescription 1/13/23. Procurement for contractor to perform mastication and handwork ran from 3/23/23 to 6/8/23. This process was a request for services released 3/23/23, with 1 addendum released 4/3/23, and 2 addendum released 5/26/23, two publications on 3/28/23 and 4/4/23, 2 pre-bid tours on 5/18/23 and 5/25/23. Two Proposals were received 6/1/23 which were rated 6/2/23 and awarded to CR Fence on 6/8/23. Contract was signed and notice to proceed was issued 6/15/23. Estate representative pulled consent 6/27/23, with 0 acres being treated. Contract with CR Fence was canceled. MOU amendment 2 was issued changing the project name from Smith Gulch to Lava Ranches Fuels Reduction Project as well as the location. Permission was acquired from Lava Ranches landowner 8/11/23, with a treatment prescription signed 1/25/24. Procurement for contractor to complete mastication and handwork was repeated with Request for Services released 4/16/23, two publications 4/18/24 and 5/14/24, two pre-bid tours on 5/21/24 and 5/28/24. Only one proposal was received on 6/5/24 from CR Fence. Bid opening was performed 6/11/24, rating was completed on Bannock County's Online procurement system (Bonfire), and award letter was issued 6/20/24. MOU amendment 3 was Issued 9/4/24. Contract with CR Fence was signed 10/1/24 and work began 11/14/24 to complete 85 acres to date.</i></p>		
COMPLETED BY: (PLEASE PRINT)	Charity Staggs	DATE: 02/13/2025

ATTACH PHOTOS TO REIMBURSEMENT REQUEST

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:

Todd Mauger

Department:

Bannock County Juvenile Justice

Requestor Email:

toddm@bannockcounty.gov

Item(s) to be considered:

Approval to Submit Idaho Office of Drug Policy 2026: SUPTRS Grant- Grant is submitted electronically, if approved and funding is awarded an award letter will be sent for signature by commission.

Date of meeting being requested:

03/20/2025

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:

Todd Mauger

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

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Requestor Name:

Dan Kendall

Department:

Buildings and Grounds

Requestor Email:

danielk@bannockcounty.us

Item(s) to be considered:

Monthly Facilities update

Date of meeting being requested:

03/18/2025

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:

BANNOCK COUNTY COMMISSIONERS

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



ERNE 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:

Dillon Evans

Department:

Solid Waste

Requestor Email:

Dillone@bannockcounty.gov

Item(s) to be considered:

Clean Harbors Master Service Agreement

Date of meeting being requested:

03/18/2025

Time requested:

5 Minutes

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

Contract/Agreement Begin Date:

03/18/2025

Contract/Agreement End Date:

03/18/2026

List of additional attendees:



ENVIRONMENTAL SERVICES AGREEMENT

This Environmental Services Agreement ("Agreement") is made this 18th day of March 20 24 ("Effective Date") by and between Bannock County, with an address of 624 E. Center St., Pocatello, 83201, and its affiliates and subsidiaries ("Customer"), and Clean Harbors Environmental Services, Inc., with an address of 42 Longwater Drive, P.O. Box 9149, Norwell, MA 02061-9149, and its affiliates and subsidiaries ("Clean Harbors").

WHEREAS, Customer desires to engage Clean Harbors to provide certain Services and Customer and Clean Harbors desire to establish the terms and conditions pursuant to which such Services will be provided.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

Article 1. Services

This Agreement shall govern all Services provided by Clean Harbors to Customer including, but not limited to, site remediation services, field services, industrial maintenance services, lab pack and waste transportation and disposal services (individually and collectively referred to herein as "Services"). Services performed under this Agreement shall not include emergency response services, except to the extent the parties have agreed to and executed an Emergency Response Rider. This Agreement shall not obligate Clean Harbors to provide Services but shall govern all orders for Services issued by Customer and which are accepted by Clean Harbors. In the case that Customer wishes to procure Emergency Response Services, Customer acknowledges, agrees and accepts the terms and conditions in the Emergency Response Rider, attached hereto as Exhibit A. Emergency Response Services shall be expressly subject to the Emergency Response Rider.

Clean Harbors and Customer agree that each party's franchisees, licensees, affiliates and subsidiaries (each a "Participating Entity") shall have the right become a party to the Agreement in order to perform or procure Services hereunder. If a Participating Entity wishes to perform or procure Services, the Participating Entity shall be bound by the terms and conditions of this Agreement. There shall be no joint and several liability by and among Clean Harbors, Customer or any Participating Entity. Clean Harbors, Customer and any Participating Entity shall be solely responsible for their respective rights, liabilities and obligations related to this Agreement. The term of any agreement with any Participating Entity shall not extend beyond the expiration or earlier termination of this Agreement.

If Services are being performed in Canada, the parties agree that payment shall be made in CAD, and Section 11(L) shall be deleted and replaced with the following:

"The validity, interpretation and performance of this Agreement shall be governed and construed in accordance with the Laws of the province in which the Services are performed for any disputes arising under this Agreement."



Article 2. Term and Termination

This Agreement shall commence on the Effective Date and continue for a period of one (1) year and continue for one (1) year periods thereafter (“**Term**”), provided, however, that either party may terminate this Agreement at any time upon thirty (30) days prior written notice to the other party.

Article 3. Price and Payment Terms

- A. The payment terms set forth herein are contingent upon the approval of Clean Harbors’ credit department. In the event of a change in Customer’s financial condition, Clean Harbors reserves the right to alter, change, or modify payment terms, and to immediately stop work. The failure of Clean Harbors to exercise its rights under this article at a given time shall not constitute a waiver of Clean Harbors’ continuing right to do so.
- B. Clean Harbors and Customer shall agree upon the price for Services to be performed hereunder prior to the commencement of the Services by Clean Harbors. In the event Customer terminates this Agreement prior to the completion of Services, Customer shall pay Clean Harbors for Services performed through the date of termination, plus reasonable demobilization charges.
- C. Payment terms shall be net thirty (30) days from the date of invoice. Interest will be charged at the rate of 1.5% per month, or the maximum amount allowed by law, on all amounts outstanding more than fifteen (15) days.
- D. Clean Harbors may increase pricing upon thirty (30) days written notice to the Customer.
- E. Customer hereby assigns to Clean Harbors all rights to any insurance payments that Customer may be entitled to receive for the Services provided under this Agreement and hereby authorizes its insurance company or agent to pay Clean Harbors directly.

Article 4. Waste Transportation and Disposal

- A. During the term of this Agreement, Customer may, from time to time, provide to Clean Harbors certain waste materials. Waste materials to be handled pursuant to this Agreement shall be agreed upon in writing, in advance, by Clean Harbors and Customer. At the time Customer requests the Services of Clean Harbors, Customer shall provide a waste profile sheet or similar document (“**Waste Profile**”) to Clean Harbors completely and accurately describing the waste materials and their characteristics. Upon approval by Clean Harbors, the Waste Profile shall be incorporated into and become a part of this Agreement. Waste materials that conform to an applicable Waste Profile shall be referred to herein as “**Conforming Waste.**”
- B. Title, risk of loss and all other incidents of ownership to the Conforming Waste shall be



transferred from Customer to Clean Harbors at the time Clean Harbors takes possession of and removes Conforming Waste from the place of transfer, or at the time Clean Harbors accepts delivery of the Conforming Waste at its treatment, storage, and disposal facility, whichever is applicable.

- C. Waste materials which are discovered to be Non-Conforming Waste may be rejected by Clean Harbors. Title, risk of loss and all other incidents of ownership to Non-Conforming Waste shall remain at all times with Customer. Waste materials shall be considered "**Non-Conforming Waste**" for purposes of this Agreement if: (1) the waste materials are not properly packaged or labeled; (2) the waste materials contain constituents or have characteristics or properties not disclosed on the Waste Profile; or (3) the designated disposal facility is not designed or permitted to dispose of waste materials with such undisclosed constituents, characteristics or properties.
- D. Waste materials discovered by Clean Harbors to be Non-Conforming Waste, if in Clean Harbors possession, shall be prepared for lawful transportation by Clean Harbors and returned to Customer within a reasonable time after rejection by Clean Harbors, unless the parties agree to an alternative and lawful manner to dispose of the Non-Conforming Waste. Customer shall pay Clean Harbors at agreed rates for the handling, loading, preparing, transporting, storing, caring for and, if applicable, disposing of such Non-Conforming Waste.
- E. Nothing contained within this Agreement shall be construed or interpreted as requiring Clean Harbors to assume the status of "Generator," as that term appears within any federal, state, local or provincial statute or regulation governing the treatment, storage and disposal of waste materials. Customer, as applicable, shall assume the responsibility for compliance with the provisions of any federal, state, local or provincial statute or regulation as such shall apply to "Generators."
- F. Without limiting the foregoing, Customer hereby authorizes Clean Harbors or its designee to act as its agent solely to prepare and execute documents required for the transportation of hazardous and non-hazardous waste and materials, including but not limited to manifests, notifications, certifications of land disposal restrictions, and other necessary documents, and, per 40 CFR §263.21, to change or add new transporters to shipments already in transit.

Article 5. Customer Warranties

- A. Customer warrants that it is under no legal restraint or order which would prohibit the performance of the Services by Clean Harbors. Customer represents and warrants that it has the requisite legal right, title, or interests necessary to provide control over and access to the location where the Services are to be performed. Customer warrants that the Services to be provided under this Agreement will not violate any judicial or administrative order or any ruling of any governmental agency of which Customer has or should have knowledge.
- B. Customer shall provide full and complete information regarding the site, surface and subsurface conditions, utility locations, site ownership, contractor access, hazardous



materials or waste and other substances or hazards likely to be present and any other reports, documentation, plans, maps, drawings, or other information concerning the Services location or scope of Services which may reasonably be provided to Clean Harbors. Customer shall be responsible for repairs to all private property, structures, roadways and rights-of-way resulting from Clean Harbors' reasonable use thereof.

- C. Customer warrants that the description of the waste materials on the Waste Profile is accurate and complete; that waste materials to be transferred to Clean Harbors will conform to such description; that containers of waste materials transferred to Clean Harbors will be marked, labeled and otherwise conform to all applicable federal, state and local laws, regulations, by-laws or ordinances; that it holds clear title to all waste materials to be transferred hereunder; that it is under no legal restraint or order which would prohibit transfer of possession or title of such materials to Clean Harbors for transportation and disposal; and that it has communicated and will communicate to Clean Harbors those hazards known by the Customer to be associated with the handling, transportation, treatment, storage and disposal of the waste materials.
- D. Clean Harbors shall not be liable for: (i) damage or injury to any subsurface structures (including, but not limited to, utilities, mains, pipes, tanks, and telephone cables) or any existing subsurface conditions, or the consequences of such damage or injury, if such structures or conditions were unknown, not identified or shown, or were incorrectly shown, in information or on plans furnished to or obtained by Clean Harbors in connection with the Services; (ii) concealed conditions encountered in the performance of the Services; (iii) concealed or unknown conditions in an existing structure at variance with the conditions indicated by the scope of Services or information furnished to or obtained by Clean Harbors; or (iv) unknown subsurface physical conditions that differ materially from those ordinarily encountered in Clean Harbors' work. Should Clean Harbors encounter any of the foregoing conditions, Clean Harbors shall be entitled to an equitable adjustment of the price and/or time of performance to account for such unknown or changed conditions. This equitable adjustment shall be mutually agreed by the parties.
- E. Customer agrees that Clean Harbors shall not be responsible or liable for pre-existing contamination at any Services location.

Article 6. Indemnification and Liability

- A. Clean Harbors agrees to indemnify, save harmless and defend the Customer, its parent, subsidiary and affiliated companies and their respective directors, officers, employees, agents and assigns from and against any and all losses, liabilities, claims, penalties, forfeitures, suits, and the cost and expenses incident thereto (including cost of defense, settlement and reasonable attorneys' fees) which Customer may hereafter incur, become responsible for or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment or any violation of applicable federal, state, or local laws, regulations, by-laws or ordinances to the extent caused by: (1) Clean Harbors' breach of any term or provision of this Agreement, or (2) the negligence or willful misconduct of Clean Harbors, its employees or agents in the performance of this Agreement.



- B. Customer agrees to indemnify, save harmless and defend Clean Harbors, its parent, subsidiary and affiliated companies and their respective directors, officers, employees, agents and assigns from and against any and all losses liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense, settlement and reasonable attorneys' fees) which Clean Harbors may hereafter incur, become responsible for or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination or adverse effects on the environment, or any violation of applicable federal, state or local laws, regulations, by-laws or ordinances to the extent caused by: (1) Customer's breach of any term or provision of this Agreement, or (2) the negligence or willful misconduct of the Customer, its employees or agents in the performance of this Agreement.
- C. Neither party shall be liable to the other for any indirect, incidental, consequential, special, punitive, or exemplary damages, including but not limited to lost profits, lost data, lost revenues, loss of use, loss of business opportunity, or diminution in value, whether arising under contract, warranty, equity, tort, strict liability, or any other theory of liability whatsoever, and whether or not the possibility of such damages has been disclosed or could have been reasonably foreseen.
- D. NOTWITHSTANDING ANY TERM OR CONDITION OF THIS AGREEMENT TO THE CONTRARY AND TO THE GREATEST EXTENT ALLOWED BY LAW, CUSTOMER AGREES THAT CLEAN HARBORS AND ITS DIRECTORS', OFFICERS' AND EMPLOYEES' AGGREGATE LIABILITY TO CUSTOMER, TO ANYONE CLAIMING BY, THROUGH, OR UNDER CUSTOMER, AND TO ANY THIRD PARTY FOR ANY AND ALL INJURIES, CLAIMS, DEMANDS, LOSSES, EXPENSES, OR DAMAGES, OF WHATEVER KIND OR CHARACTER INCLUDING BUT NOT LIMITED TO AN ACTION OR CLAIM BASED ON CONTRACT, WARRANTY, EQUITY, TORT, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY WHATSOEVER, ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, THE SERVICES, OR THE SERVICES LOCATION, SHALL BE LIMITED TO THE SPECIFIC INSURANCE LIMITS REQUIRED TO BE CARRIED HEREUNDER.
- E. Customer shall give written notice to Clean Harbors of a claim for indemnification under Section 6 within a reasonable time following Customer's first knowledge of the event or occurrence which gives rise to that claim. Upon receipt of notice, and determination by Clean Harbors that Customer has a valid claim for indemnification, Clean Harbors shall have the right to retain counsel to defend, negotiate, adjust, and/or settle the claim against Customer. Clean Harbors has no obligation to indemnify Customer if Customer does not provide timely notice of the claim, which shall not exceed thirty (30) days following Customer's first knowledge of the event or occurrence which gives rise to the claim. Customer will cooperate with and/or assist Clean Harbors, as requested, with Clean Harbors' defense, negotiation, adjustment and/or settlement of a third-party claim.

Article 7. Insurance

- A. Clean Harbors shall procure and maintain at its own expense during the Term of this



Agreement the following insurance coverages:

COVERAGE	LIMITS
a. Worker's Compensation	Statutory
b. Employer's Liability	\$1 million
c. General Commercial Liability	\$1 million per occurrence \$2 million aggregate
d. Automobile	\$1 million combined single limit
e. Contractors Pollution Liability	\$2 million each Claim \$4 million all Claims

- B. Clean Harbors agrees to furnish certificates to Customer evidencing these insurance coverages upon written request from Customer.

Article 8. Changes in Work

- A. Customer agrees to pay Clean Harbors at the rates set forth in this Agreement (or if no rates are set forth, at Clean Harbors' then published rates) for any changes in the Services requested by Customer, including changes resulting in an increase in costs or expenses, regardless of whether such request by Customer is verbal or in writing.
- B. If any change occurs during the term of this Agreement with respect to any laws, rules, regulations or ordinances which affect the rights or obligations of Customer or Clean Harbors under this Agreement, or the applicability of any taxes or fees, or the cost or method of handling waste materials, Customer and Clean Harbors shall negotiate in good faith to bring this Agreement into conformance with such change or changes.

Article 9. Excuse of Performance

The performance of this Agreement, except for the payment of money for Services already rendered by Clean Harbors, may be suspended by either party in the event performance of this Agreement is prevented by a cause or causes beyond the reasonable control of such party. Such causes shall include but not be limited to acts of God, acts of war, riot, fire, explosion, accidents, inclement weather or sabotage, pandemic, lack of adequate fuel, power, raw materials, labor or transportation facilities, changes in government laws, regulations, orders, or defense requirements, restraining orders, labor disputes, strike, lock-out or injunction (provided that neither party shall be required to settle a labor dispute against its own best judgment). The party which is prevented from performing by a cause beyond its reasonable control shall use its best efforts to eliminate such cause or event.

Article 10. Notice

Any and all notices, consents, demands, approvals, directives or other communications required or permitted under this Agreement shall be in writing and be delivered personally or properly mailed via first class certified or registered mail, to the addresses set forth below. Any notice shall be deemed to be properly given: (a) when delivered personally; or (b) two (2) business days after having been sent by registered or certified mail, return receipt



requested, postage prepaid.

Customer:

Clean Harbors: Clean Harbors Environmental Services, Inc.
 42 Longwater Drive
 P.O. Box 9149
 Norwell, MA 02061-9149
 Attn: General Counsel (Urgent Contract Matter)

Article 11. Additional Provisions

- A. Clean Harbors is and shall be an independent contractor in the performance of the Services covered by this Agreement.
- B. Unless otherwise agreed to in writing, this is neither a requirements contract nor an output contract.
- C. Customer shall not use Clean Harbors' trade name, trademarks, brands, or company logo in any form of publicity or release, without Clean Harbors' consent.
- D. Upon reasonable advance written notice, Clean Harbors and their auditors, shall have the right to audit Customer's records relating to this Agreement, including data and records of disbursements and other payments. Customer agrees to cooperate with Clean Harbors and their auditors in the performance of any such audit.
- E. Clean Harbors represents that it holds all necessary permits and licenses required for the performance of the Services. CUSTOMER ACKNOWLEDGES THAT CLEAN HARBORS MAKES NO ADDITIONAL WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR BY OPERATION OF LAW, AS TO ANY MANNER OF ANY KIND RELATING TO THIS AGREEMENT OR SERVICES PERFORMED HEREUNDER.
- F. Clean Harbors may subcontract, assign or delegate its rights and responsibilities under this Agreement. Customer shall not assign this Agreement or its rights herein, without the consent of Clean Harbors.
- G. Any waiver by either party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition.



- H. The paragraph headings in this Agreement are inserted solely for the convenience of the parties and shall not in any manner define, limit or describe the intent or scope or in any manner affect this Agreement. All defined terms herein, designated by initial capitalization, shall have the meaning so ascribed, said meaning being equally applicable to both singular and plural forms or to grammatical variations (including but not limited to masculine, feminine and neuter pronouns), as the case may be.
- I. If any section, subsection, sentence or clause of this Agreement shall be deemed to be illegal, invalid or unenforceable for any reason, such illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability of other sections of this Agreement.
- J. This Agreement and any exhibits to this Agreement represent the entire understanding and agreement between the parties hereto and supersedes any and all prior agreements, whether written or oral, that may exist between the parties concerning the Services. Additional, conflicting or different terms on any order or purchase of Services or other preprinted document issued by Customer shall be void and are hereby expressly rejected by Clean Harbors. Any modifications to this Agreement shall be in writing and shall be signed by Customer and Clean Harbors.
- K. The provisions contained in Articles 3, 4, and 5 shall survive and remain in effect following the termination of this Agreement.
- L. The validity, interpretation and performance of this Agreement shall be governed and construed in accordance with the Laws of the State of Idaho and the parties agree to submit to the jurisdiction of the courts of the State of Idaho for any disputes arising under this Agreement.
- M. Customer and Clean Harbors warrant and represent that the individuals signing on behalf of each party are authorized to bind the respective parties. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same document. The parties agree that this Agreement and all other documents may be electronically signed and/or executed and delivered by facsimile, electronic mail, or other electronic means, any of which shall be considered an original, and that the electronic signature appearing on this Agreement and related documents are the same as original handwritten signatures for all purposes.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by



their duly authorized representatives as of the Effective Date.

CUSTOMER

CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.

Signature

Signature

Jeff Hough

Print Name

Print Name

Commissioner, Chairman

Title

Title



Exhibit A
Emergency Response Rider
Terms and Conditions

The parties hereto acknowledge that under State and Federal Law, Clean Harbors is afforded certain protections when it responds to spills and discharges of oil or other hazardous materials ("Responder Immunity"). In a response, rapid and decisive action is necessary to contain a spill and responders must initiate a response without prior notice based on limited information. Without Responder Immunity, the enormous financial and liability exposures associated with this work would make the business of responding to spills impracticable. Accordingly, the parties have accepted these terms and conditions to supplement and/or modify the terms of the Agreement between Customer and Clean Harbors to allow for the provision of Emergency Response Services, with the intent of preserving Clean Harbors' statutorily conferred protections to the greatest extent possible.

1. SCOPE OF EMERGENCY RESPONSE SERVICES

- 1.1 Upon agreement to the terms and conditions of this Emergency Response Rider ("Rider"), Clean Harbors agrees to provide certain environmental services ("Emergency Response Services"). Emergency Response Services may include, but are not limited to the following: Containment, recovery, repackaging and removal of materials; Site evaluation, decontamination and restoration; Transportation, storage, treatment or disposal of wastes; Technical services, including sampling, laboratory analysis, and other related services; Standby of personnel and equipment in anticipation of imminent activation; Training and mock spill drill deployments; and unscheduled requests for services.
- 1.2 This Rider shall not obligate Customer to purchase Emergency Response Services from Clean Harbors, nor shall it obligate Clean Harbors to provide Emergency Response Services, but shall govern all orders for Emergency Response Services issued by Customer and which are accepted by Clean Harbors. Clean Harbors will use best efforts to respond to requests by Customer for Emergency Response Services.
- 1.3 This Rider will allow Customer to list Clean Harbors as its provider of Emergency Response Services, as defined in Article 1.1, in emergency response plans and regulatory reporting.
- 1.4 Customer hereby authorizes Clean Harbors or its designee to act as its agent to prepare and execute documents required for the transportation of hazardous and non-hazardous wastes and materials, including but not limited to manifests, notifications, certifications of land disposal restrictions, and other necessary documents, and, per 40 CFR §263.21, to change or add new transporters to shipments already in transit. Customer shall perform or complete all Customer-required regulatory reporting requirements. Clean Harbors shall have no liability for any fines or penalties incurred by Customer as a result of Customer's noncompliance with any statutory response requirements.
- 1.5 Clean Harbors shall have no obligation to perform or complete any regulatory reporting on behalf of or for the Customer.

2. COMPENSATION



- 2.1 The payment terms set forth herein are contingent upon the approval of Clean Harbors' Credit Department. In the event of a change in Customer's financial condition, Clean Harbors reserves the right to alter, change, or modify payment terms, and to immediately stop work. The failure of Clean Harbors to exercise its rights under this article at any time shall not constitute a waiver of Clean Harbors' continuing right to do so.
- 2.2 Customer agrees to pay Clean Harbors for Emergency Response Services in accordance with Clean Harbors' Rate Schedule for emergency response work and the terms and conditions therein ("Rates") in effect at the time Emergency Response Services are rendered. At the request and discretion of Clean Harbors, Customer shall assign to Clean Harbors all rights to any insurance payments that Customer may be entitled to receive to pay for the Emergency Response Services provided under this Rider and in such case Customer shall authorize its insurance company or agent to pay Clean Harbors directly. Customer's obligation to pay amounts due pursuant to this Rider shall not be conditioned upon or limited by the types, amounts or availability of insurance coverage.
- 2.3 Clean Harbors will present its first invoice to Customer as soon as possible following commencement of Emergency Response Services provided hereunder, and may issue subsequent invoices every five (5) days thereafter. Customer agrees to pay the full amount of each invoice amount within fifteen (15) days of the date of receipt of said invoice by Customer's Representative.
- 2.4 Customer agrees that interest shall accrue and will be paid to Clean Harbors on any unpaid balance of any invoice after fifteen (15) days of receipt of invoice by Customer at the rate of one and one half percent (1.5%) per month or the maximum amount allowed by law, whichever is less.
- 2.5 In the event that legal or other action is required to collect unpaid balances of invoices due Clean Harbors, Customer agrees to pay all costs of collection, litigation or settlement incurred by Clean Harbors, including reasonable attorneys fees. "Legal or other action" as used above shall include bankruptcy and insolvency proceedings.
- 2.6 In the event that work is suspended or terminated for any reason prior to the completion of the Emergency Response Services, Customer agrees to pay for labor, equipment, materials, disposal and other costs incurred by Clean Harbors at the Rates and for reasonable demobilization costs.
- 2.7 Emergency Response Services related to litigation support or testimony in connection with or arising out of the work performed by Clean Harbors hereunder is not within the scope of Emergency Response Services covered by this Rider unless specifically indicated as an add-on service. In the event such services are required and are not indicated as an add-on service, Customer agrees to pay Clean Harbors in accordance with the rates to be mutually agreed upon by the parties for any litigation support or testimony provided by Clean Harbors in connection with, or arising out of, the work performed by Clean Harbors hereunder.

3. LIABILITY & INDEMNIFICATION

- 3.1 Clean Harbors shall indemnify, defend and hold harmless Customer, its parent and affiliated companies and their respective directors, officers, employees and agents from and against any and all costs, liabilities, claims, demands and causes of action including, without limitation, bodily injury to or death of any person or destruction of or damage to any property, except natural resource and other damages as provided in Section 3.3, which Customer may suffer, incur, or pay out, to the extent such are caused by the negligence or willful misconduct of Clean Harbors, its agents or employees during the performance of the Emergency Response Services or Clean Harbors' failure to comply with any laws, regulations or lawful authority, or failure to comply with its obligations under this Rider; except



- to the extent such liabilities, claims, demands and causes of action result from: (i) Customer's failure to comply with any laws, regulations or other lawful authority; (ii) Customer's failure to comply with its obligations under the Rider; or (iii) the negligence or willful misconduct of Customer, its employees or agents.
- 3.2 Customer shall indemnify, defend and hold harmless Clean Harbors, its parent and affiliated companies and their respective directors, officers, employees and agents from and against any and all costs, liabilities, claims, demands and causes of action including, without limitation, any bodily injury to or death of any person or destruction of or damage to property which Clean Harbors may suffer, incur, or pay out, to the extent such are caused by the negligence or willful misconduct of Customer, its employees or agents or the failure of Customer to comply with any laws, regulations or other lawful authority or the failure of Customer to comply with its duties or obligations under the Rider; except to the extent such liabilities, claims, demands and causes of action result from: (i) Clean Harbors' failure to comply with any laws, regulations or lawful authority; (ii) Clean Harbors' failure to comply with its obligations under the Rider; or (iii) the negligence or willful misconduct of Clean Harbors', its employees or agents during the performance of the Emergency Response Services.
- 3.3 Notwithstanding the foregoing, Customer shall indemnify, defend and hold harmless Clean Harbors, its parent and affiliated companies and their respective directors, officers, employees, agents and subcontractors from and against any and all costs, liabilities, claims, demands and causes of action for pollution damages; contamination or adverse effects on the environment; destruction of, damage to, or loss of, whether actual or alleged, any property or natural resources, including the cost of assessing the damage; injury to or economic losses resulting from destruction of real or personal property; damages for loss of subsistence use of natural resources; damages equal to the loss of profits or impairment of earning capacity due to the injury, destruction or loss of real property, personal property or natural resources; damages for net costs of providing increased or additional public services; removal costs; and any other costs assessable under the Oil Pollution Act of 1990, the Comprehensive Environmental Response, Compensation and Liability Act or other local, state or Federal law or lawful authority applicable to discharges or releases of oil or hazardous substances which Clean Harbors, individually or collectively, may suffer, incur, or pay out in connection with, or arising out of, the release of oil or hazardous substances by Customer.
- 3.4 Customer agrees that Clean Harbors shall not be responsible for pre-existing contamination at the job location, natural resource damage, or for indirect, incidental, consequential or special damages, including loss of use or lost profits, resulting from or arising out of the performance of the Emergency Response Services by Clean Harbors, its employees, agents and/or subcontractors.
- 3.5 NOTWITHSTANDING ANY TERM OR CONDITION OF THIS RIDER TO THE CONTRARY AND, TO THE GREATEST EXTENT ALLOWED BY LAW, CUSTOMER AGREES THAT CLEAN HARBORS' AGGREGATE LIABILITY TO CUSTOMER, TO ANYONE CLAIMING BY, THROUGH, OR UNDER CUSTOMER, AND TO ANY THIRD PARTY FOR ANY AND ALL INJURIES, CLAIMS, DEMANDS, LOSSES, EXPENSES, OR DAMAGES, OF WHATEVER KIND OR CHARACTER INCLUDING BUT NOT LIMITED TO AN ACTION OR CLAIM BASED ON CONTRACT, WARRANTY, EQUITY, TORT, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY WHATSOEVER, ARISING OUT OF OR IN ANY WAY RELATED TO THIS RIDER, THE EMERGENCY RESPONSE SERVICES, OR THE PROJECT SITE, SHALL BE LIMITED TO THE SPECIFIC INSURANCE LIMITS REQUIRED TO BE CARRIED HEREUNDER.
4. **TERMINATION**
- 4.1 Work Orders issued for performance of services under this Rider may be terminated by either party



upon forty-eight (48) hours prior notice to the other party.

IT IS EXPRESSLY UNDERSTOOD AND AGREED BY THE PARTIES THAT THE TERMS AND CONDITIONS OF THIS RIDER SHALL ONLY APPLY TO EMERGENCY RESPONSE SERVICES PROVIDED BY CLEAN HARBORS. IN THE EVENT OF A CONFLICT BETWEEN THE TERMS AND CONDITIONS OF ANY UNDERLYING AGREEMENT AND THIS RIDER, THE TERMS AND CONDITIONS OF THIS RIDER SHALL CONTROL WITH RESPECT TO EMERGENCY RESPONSE SERVICES.

Except as specifically amended herein, all other terms and conditions contained in the underlying Agreement shall remain in full force and effect and shall govern the rights and obligations of the parties with regard to other services provided by Clean Harbors.

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:

Kiel Burmester

Department:

Road and Bridge

Requestor Email:

kielb@bannockcounty.us

Item(s) to be considered:

Approve the Implementation of weight limits for spring breakup season on county-maintained asphalt roads.

Date of meeting being requested:

03/18/2025

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:



TO: BANNOCK COUNTY COMMISSIONERS

FROM: Kiel Burmester, Director

RE: WEIGHT LIMITS

DATE: March 13, 2025

We would like a resolution from your office authorizing our department to post weight limits on the Bannock County Highway System, effective Monday, March 20, 2025.

IDAPA 39 TITLE 03 CHAPTER 14 39.03.14 - RULES GOVERNING POLICY DURING SPRING BREAKUP SEASON
 Weight limits will be 350 lb. per inch of tire width, speeds will be restricted to 30 mph, and a maximum width of 12 foot 6 inches,

We will request the cooperation of everyone in using good judgment asking that they watch the weight and speed of their vehicles to prevent further damage to the roads.

Sincerely,

Kiel Burmester
 Public Works Director

BANNOCK COUNTY COMMISSIONERS

Chairman _____

Commissioner _____

Commissioner _____ 3/18/25

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**IDAPA 39
TITLE 03
CHAPTER 14**

39.03.14 - RULES GOVERNING POLICY DURING SPRING BREAKUP SEASON

000. LEGAL AUTHORITY.

This rule, governing the policy used during spring breakup season, is adopted under the authority of Sections 40-312 and 49-1005, Idaho Code. (8-25-89)

001. TITLE AND SCOPE.

This rule states the size, weight or speed limit restrictions the Department may place on the state highway system if the operation of vehicles could cause damage to the road due to climatic or other conditions. (10-2-89)

002. -- 009. (RESERVED).

010. DEFINITIONS.

Refer to Rule 39.03.01 for definitions of the terms used in this rule. (10-2-89)

011. -- 099. (RESERVED).

100. TYPE OF LOAD RESTRICTIONS.

Depending upon the type of road construction, the amount of moisture, temperature conditions, and severity of frost heaves and breakup, routes or sections of routes will be posted for restricted loadings to one (1) of the following categories as required to protect the roadway and in the interests of public safety. 1) Maximum of legal allowable weight, 2) Maximum of sixteen thousand (16,000) pounds on any axle, 3) Maximum of fourteen thousand (14,000) pounds on any axle, and 4) Maximum of twelve thousand (12,000) pounds on any axle. (8-4-95)

101. -- 199. (RESERVED).

200. WEIGHT LIMITS BASED ON TIRE SIZES.

In administering load limits based on tire sizes or width of tires, credit for tubed tires will be based on the manufacturer's width marked on the tire; for example, a ten point zero-zero by twenty-four (10.00 x 24) tire will be given credit for ten (10) inches of tire width. Tubeless tires will be given credit for the width of the conventional tubed tires which they replace. (10-2-89)

201. WIDTH LIMITATION ON TWO LANE ROAD.

A spring breakup weight restriction to less than legal weight shall automatically place a restriction on width allowed by special permit. On any section of highway restricted to less than legal weight, the maximum width by special permit shall be restricted to twelve (12) feet six (6) inches during the period of the weight restriction. (8-25-94)

202. SPEED RESTRICTIONS.

On those sections of highways which are posted for a maximum of legal loads, or to less than legal loads, trucks and buses with a gross weight of ten thousand (10,000) pounds or more will be restricted in critical areas to a maximum speed of thirty (30) miles per hour. Restricted speed zones will be marked by red and yellow markers. A red marker will mean speed is restricted to thirty (30) miles per hour and a yellow marker will mean that legal speed may be resumed. These markers will generally be attached to existing highway sign posts and when properly used will afford protection to the highway subgrade and surface as well as speeding the flow of traffic. (10-2-89)

203. -- 299. (RESERVED).

300. SPECIAL PERMIT POLICY DURING SPRING BREAKUP.

01. Suspended Weight Limits. Normal overweight special permit limits will be suspended on all highways in the area when seasonal load and speed restrictions are imposed. (10-2-89)

02. Weight Restrictions. Spring breakup weight restrictions are primarily concerned with limiting the weight imposed on the highway by individual axles rather than the total gross weight of vehicles or vehicle

IDAHO ADMINISTRATIVE CODE
Idaho Transportation Department

IDAPA 39.03.14 - Rules Governing Policy
During Spring Breakup Season

combination. It will therefore be permissible to issue overweight permits which exceed legal allowable total gross load for a vehicle combination subject to these conditions: (10-2-89)

- a. Minimum tire width is ten (10) inches or larger. (10-2-89)
- b. Maximum axle weight on single axle having two (2) single wheels shall not exceed ten thousand (10,000) pounds. (10-2-89)
- c. Maximum axle weight on single axle having four (4) or more tires shall not exceed fourteen thousand (14,000) pounds. (10-2-89)
- d. Permits for nonreducible loads only. (10-2-89)

301. -- 399. (RESERVED).

400. LEGAL WEIGHT LIMITS MAINTAINED ON CERTAIN HIGHWAYS.

The policy of the Department will be to maintain legal load limits on the Interstate highway system and arterials serving through state traffic or connecting major termini, unless conditions are such that severe breakup will result. (10-2-89)

401. ENFORCEMENT OF POSTED WEIGHT AND/OR SPEED RESTRICTIONS.

The Districts will sign and mark affected state highways the day before the weight and/or speed restrictions are in effect. The weight and/or speed restrictions will be enforced the day after the Districts sign and mark a state highway. Customers who subscribe to the load limit bulletin receive advance notification via mail from the permit office of upcoming weight and/or speed restrictions. (8-4-95)

402. TEMPORARY SUSPENSION OF POSTED WEIGHT AND SPEED RESTRICTIONS.

01. Why Required. Spring breakup restrictions are required because of a seasonal characteristic in which freeze/thaw cycles occur, making the roadway unstable and reducing its load-bearing capability. The load-bearing capacity may be temporarily restored by a freeze-up of the pavement after a section has been posted for load and speed restrictions. (10-2-89)

02. Temporary Waiver of Spring Breakup. District Engineers may provide a temporary waiver of the spring breakup restrictions by posting GREEN markers on the speed limit signs, and on other signs, if appropriate, within a section of highway posted for reduced loads. In addition to posting green markers, a twice-daily status of the posted section will be provided by the area Maintenance Foreman to the District Maintenance Office, who will notify area State Police, Ports of Entry, and the local Sheriff's office and permit office. (8-25-94)

403. SPECIAL ALLOWANCES FOR EMERGENCY AND CRITICAL SERVICE VEHICLES.

District Engineers may allow exceptions to the spring breakup weight restrictions for emergency and critical service vehicle(s), i.e. fire trucks, heating fuel trucks, and other such service vehicles which are critical to the health and safety of the public. Documentation of special allowance shall be in writing from the District Engineer and must be carried in the vehicle. (8-4-95)

404. LOAD LIMIT BULLETIN.

The Department shall publish a bulletin twice weekly listing the highways restricted under the provisions of this rule. Such bulletin shall only be published when such restrictions exist. A subscription for this bulletin shall be available for a fee of fifteen dollars (\$15) per calendar year January 1 to December 31. (8-4-95)

405. -- 999. (RESERVED).

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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:

Kimberly Talbot

Department:

DV Court/Family Court Services

Requestor Email:

ktalbot@bannock.idcourts.gov

Item(s) to be considered:

Signatures needed for OVW/ICJR grant MOU

Date of meeting being requested:

03/18/2025

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:

Davey Burrell

**OVW Fiscal Year 2023 Improving Criminal Justice Responses to Domestic Violence,
Sexual Assault, and Stalking Grant Program**

Bannock County – Grant# 15JOVW-23-GG-02574-HOMI

Memorandum of Understanding

WHEREAS, Bannock County and Family Services Alliance of Southeast Idaho have come together to collaborate and have made an application for the Improving Criminal Justice Responses to Domestic Violence, Dating Violence, Sexual Assault, and Stalking (ICJR) grant; and

WHEREAS, the partners and stakeholders listed below have agreed to enter into a collaborative agreement in which Bannock County will be the lead agency and named applicant and the other agencies will be partners in this application; and

WHEREAS, Bannock County, including the Sixth District Court, Domestic Violence Court, Bannock County Prosecuting Attorney's Office; Adult Misdemeanor Probation Department; Family Court Services; and Family Services Alliance of Southeast Idaho have come together to collaborate and enter into a Memorandum of Understanding setting forth the services provided by the collaborative; and

WHEREAS, the application prepared and approved by the collaborative through its partners was submitted to OVW on or before April 27, 2023.

Description of Partner Agencies

Bannock County Commission is the elected governing body for Bannock County. The Commission is the oversight board who provides funding for the Bannock County Courthouse and makes financial decisions for all areas under Bannock County authority. The Commission is responsible for approving all grant funded projects for the County. The Commission has been a longtime ally of efforts to address domestic violence, sexual assault, and stalking in the Pocatello community and Bannock County.

Family Services Alliance of Southeast Idaho (FSA) was founded as a grassroots organization in 1922 and became a formal organization in 1974 in Bannock County. FSA is the primary victim services agency in Bannock County and Southeast Idaho and meets all State of Idaho standards for domestic violence, stalking, sexual assault, and shelter programs. FSA provides community-based, confidential and comprehensive direct client services to victims of domestic violence, rape/sexual assault, and stalking. Direct client services include a 24-hour crisis hotline, victim advocacy, crisis intervention, prevention education, public awareness, counseling, shelter, support groups for abuse survivors, and community training.

Sixth District Court is responsible for hearing all cases regarding domestic violence, sexual assault, and stalking; and provides equal access to justice, promotes excellence in service, and increases the public's trust and confidence in the Idaho courts. The Sixth District Court is committed to shared leadership and responsibility in this grant proposal for Bannock County. The Sixth District Court has established programs including Domestic Violence Court and Family Court Services which work with victims, offenders, and families in crisis on a daily basis.

The Bannock County Domestic Violence Court (DVC) has been operational since 2006. This court is an integrated domestic violence court, presiding over civil protection order cases, divorce and custody cases, and criminal misdemeanor domestic violence cases in Bannock County.

The Bannock County Prosecuting Attorney's Office is the lead law enforcement agency in Bannock County and oversees prosecuting domestic violence, stalking and sexual assault cases. The mission of the Bannock County Prosecuting Attorney's Office is to preserve and enhance the quality of life of Bannock County residents by fostering an environment of safety and security. To that end, this Office is dedicated to the pursuit of justice. The Bannock County Prosecuting Attorney's Office is also committed to ensuring that victims of crime have a voice in the court process through the employment of a Victim Witness Coordinator.

The Bannock County Adult Misdemeanor Probation Department serves as the instrument for the Sixth District Court in executing supervised probation for those ordered. Probationers are pro-actively supervised to promote court order compliance, accountability, as well as victim and public safety. It is also the mission of this department to help reduce incarceration rates and mitigate the risks for re-offense by directing and assisting probationers in personal and community adjustment. Through ICJR grant funding, Bannock County Adult Misdemeanor Probation Department currently employs a High Risk Probation Officer (HRPO) to closely monitor high-risk domestic violence offenders.

Family Court Services (FCS) has been established statewide to support Idaho Courts in an effective response to parties who are divorcing, modifying child custody and/or support, and establishing parenting arrangements for children. FCS supports the use of non-adversarial methods of dispute resolution and offers many services such as divorce, custody, parenting related information to parties including information about victim's and children's needs during times of transition and change, mediation assistance, supervised and exchange access of children, effective co-parenting education and many other services such as resources and referrals to specialized treatment providers, mental health counselors for children and families. FCS staff is knowledgeable in family dynamics and community resources and services in the local area. Through ICJR grant funding, Family Court Services currently employs a High Risk Team (HRT) Coordinator to assist Probation in closely monitoring high risk domestic violence offenders and offer supportive resources to victims of domestic violence, stalking and sexual assault.

History of Collaborative Relationship

The Bannock County Domestic Violence Court (DVC) Implementation and Oversight Team was established in 2006. Team members worked together to establish written eligibility standards, policies, and procedures for the DVC. The DVC Oversight Team is now known as the DVC Coordination Team and currently meets every other month to review DVC procedures, identify gaps, address challenges and coordinates trainings for members. The DVC Coordination Team includes: the presiding DVC Judge, Trial Court Administrator, the DVC Coordinator, Family Court Services Manager, City and County Prosecuting Attorney's Offices, Adult Misdemeanor Probation, the local victim advocacy agency, law enforcement, court clerks, court security staff, City and County Victim Witness Coordinators, state approved Domestic Violence Evaluators, and public defenders. The presiding DVC Judge and the DVC Coordinator oversee the Bannock County DVC Coordination Team. The DVC Coordinator and the High Risk Team (HRT) Coordinator oversee the monthly High Risk Offender Intervention Team meetings and attend the bimonthly DVC Coordination Team meetings and weekly DVC staff meetings and review hearings for offenders. Members of the DVC are also members of the Southeast Idaho Task Force on Domestic and Sexual Violence, the local Coordinated Community Response (CCR).

The Sixth District Court works closely with the Bannock County Adult Misdemeanor Probation Department (Probation). Probation has a long collaborative working relationship with the Sixth Judicial District Courts. Through current grant funds, the Bannock County DVC partnered with Probation to hire and supervise a part-time High Risk Probation Officer (HRPO) who assisted the DVC with monitoring high risk offenders for compliance and increased victim and community safety. The HRPO assists the DVC and Probation with increased monitoring of high-risk offenders, home-visits and data collection. Probation is a member of the DVC Coordination Team and participates in the monthly High Risk Offender Intervention Team meetings. Probation also participates in the weekly DVC staff meetings and review hearings for offenders.

The Bannock County Prosecuting Attorney's Office currently serves on the Bannock County DVC Coordination Team, as well as participates in and attends the monthly High Risk Offender Intervention Team meetings. The Prosecutor also participates in weekly DVC staff meetings and review hearings for offenders. The Bannock County Prosecutor is a member of the Southeast Idaho Task Force on Domestic and Sexual Violence, the local Coordinated Community Response (CCR).

Family Court Services (FCS) and Domestic Violence Courts (DVC) were established by Idaho Code Title 32, Chapter 14, as, "Coordinated Family Services," to meet the needs of families and children in the courts by fostering family relationships, offering support and coordinated services, and responding to domestic violence. FCS and DVC provide innovative case management and coordination practices which are designed to promote an efficient use of family and court resources. A representative from the FCS office currently serves on the Bannock County DVC Oversight Team and attends those meetings every other month. FCS currently

provides training to supervised access providers in accordance with Idaho Rules of Family Law Procedure 717 insuring qualification and education requirements are met to help ensure victim and family safety. Representatives of Family Court Services are members of the Southeast Idaho Task Force on Domestic and Sexual Violence, the local Coordinated Community Response (CCR).

Family Services Alliance of Southeast Idaho (FSA) currently provides victim advocacy and court accompaniment to many of the civil protection order hearings and DVC review hearings. The advocates provide resources and referrals to community resources as well as, provide counseling referrals both with agency counselors and other local counselors, provide safety planning classes, and provide other resources and services to victims of domestic violence involved in the court system. FSA advocacy collaboration with the DVC has increased education and awareness within the court and with others on the team about the issues that victims face. FSA's involvement in DVC and the DVC Coordination Team has ensured that victims' perspectives are consistently considered. FSA currently serves on the Bannock County DVC Coordination Team and both executive staff and advocates attend the bimonthly meetings. FSA advocates attend the monthly High Risk Offender Intervention Team meetings and participate in the weekly DVC staff meetings and review hearings for offenders. Representatives of FSA are members of the Southeast Idaho Task Force on Domestic and Sexual Violence, the local Coordinated Community Response (CCR).

Developing the Application

The Sixth District DVC Coordinator, Kimberly Talbot, has worked collaboratively with partners, including the Director of Family Services Alliance of Southeast Idaho, Sarah O'Banion; the DVC Judge, Carol Tippi Jarman; the Sixth Judicial District Trial Court Administrator, Jason Dye; the elected Bannock County Prosecuting Attorney, Ian Johnson; the Manager of Family Court Services, Davey Burrell; and the Bannock County Misdemeanor Probation Director, Evie McCurry, in the development of a proposal for the grant application.

Roles and Responsibilities

The roles and responsibilities described below are contingent on Bannock County receiving funds requested for the project described in the OVW grant application. Responsibilities under this Memorandum of Understanding would coincide with the grant period, anticipated to be 10/01/2023 through 09/30/2026.

The parties agree in this Memorandum of Understanding to carry out their responsibilities in the implementation of the grant award as set forth below:

All parties agree that they will act as a resource for the others and that they will work collaboratively to achieve the stated project goals in the Grant Narrative;

All parties agree that the individuals named below will be responsible for planning, developing, enhancing, and implementing their respective agencies' activities outlined in the Grant Narrative.

Bannock County is the primary applicant and will have the oversight under the grant. Bannock County will be responsible for the collection and maintenance of data that measures the effectiveness of the grant-funded activities and the grant progress and financial reporting submitted to the Grants Management System. Bannock County's roles and responsibilities towards this grant include: participating in the hiring and supervision of grant supported staff and organizing of domestic violence trainings geared towards prosecutors and law enforcement; and OVW and regional travel for trainings. The Trial Court Administrator (TCA) will continue to maintain oversight of the DVC. The TCA is responsible for budget oversight and communicating with elected officials regarding budget requests, and as necessary, administrative and management issues. The presiding Judge will continue to provide overall leadership for the DVC and to the DVC Coordination Team. The DVC Coordinator will continue to coordinate activities of the DVC and support members of the DVC Coordination Team.

As the Project Partner, **Family Services Alliance of Southeast Idaho (FSA)** supports the project goals stated in the Grant Narrative. FSA will attend and participate in DVC trainings. FSA agrees to continue to provide a victim advocate to the DVC. The advocate will attend all DVC hearings, both civil and criminal, and provide on-site victim advocacy and case management services to victims involved in DVC. FSA will also offer trauma-informed counseling to victims of domestic violence currently involved in the DVC process. FSA will continue to participate in the DVC Coordination Team and attend the monthly High Risk Offender Intervention Team meetings and the weekly DVC staff meetings and review hearings for offenders.

Bannock County Prosecuting Attorney's Office (Prosecutor) supports the goals stated in the Grant Narrative. The Prosecutor will attend and participate in DVC trainings. As chief law enforcement officer, the Prosecutor will assist law enforcement in community protection roles. The Prosecutor will provide a Victim Witness Coordinator (VWC) to support victims throughout the DVC process, from arraignment through review hearings. The Prosecutor will continue to participate in the DVC Oversight Team and monthly High Risk Offender Intervention Team meetings. The Prosecutor will continue to participate in the weekly DVC staff meetings and review hearings for offenders.

Family Court Services (FCS) supports the goals stated in the Grant Narrative. FCS will attend and participate in DVC trainings. FCS will support the DVC Coordinator in finding innovative solutions to common problems for those served by the grant. Family Court Services Staff, the DVCC and HRT Coordinator will participate in the DVC Coordination Team; facilitate the monthly High Risk Offender Intervention Team meetings and attend the weekly DVC staff meetings and review hearings for offenders.

The Adult Misdemeanor Probation Office (Probation) supports the project goals stated in the Grant Narrative. Probation will attend and participate in DVC trainings. Probation will also continue to provide supervision to DVC offenders, assist with drug testing, facilitate home visits, employment verifications and coordinate additional court-ordered treatment and sanctions for offenders when appropriate. Probation will continue to provide supervision to the part-time HRPO with specialized domestic violence training and familiarity with domestic violence court procedures. The HRPO will provide supervision to offenders to enforce compliance with terms of probation and refer offenders to services. The HRPO will participate in the DVC Oversight Team and attend the monthly High Risk Intervention Team Meetings. The HRPO will attend the weekly DVC staff meetings and review hearings to provide regular status reports to the court on high-risk offenders. The HRPO will continue to maintain procedures and activities to monitor offender compliance, ensure offender accountability, and reduce the risk of re-offense.

Planning and Development Team

The Bannock County DVC Coordination Team, including the presiding DVC Judge, DVC Coordinator, the Director of Adult Misdemeanor Probation, the Bannock County Prosecuting Attorney, the Family Court Services Manager, and the Director of Family Services Alliance of Southeast Idaho, as well as the Trial Court Administrator; were all involved in the development of this application. The Bannock County DVC Coordination Team currently meets every other month to review DVC procedures, identify gaps, and address challenges. This team will also be responsible for the planning and implementation of the proposed grant project, including the goals, objectives, and grant activities stated in the Grant Narrative.

Commitment

The collaboration service area includes the Sixth Judicial District, Bannock County, Idaho.

Bannock County, including the Sixth District Court; DVC; Prosecuting Attorney's Office; and Adult Misdemeanor Probation Office; and Family Court Services; and Family Services Alliance of Southeast Idaho are committed to work together to achieve the project goals and ensure the success of the proposed projects. Bannock County and the project partners are dedicated to Idaho Code 32-1408 that states:

The legislature finds that:

(1) Domestic violence is a serious crime that causes substantial damage to victims and children, as well as to the community. Families experiencing domestic violence are often involved in more than one (1) court proceeding including divorce and custody cases, as well as civil and criminal proceedings regarding domestic violence, substance abuse and child protection. Substantial state and county resources are required each year for the incarceration, supervision and treatment of batterers.

(2) Domestic violence courts hold offenders accountable, increase victim safety, provide greater judicial monitoring and coordinate information to provide effective interaction and use of resources among the courts, justice system personnel and community agencies. Effective case management and coordination ensure that decisions in one (1) case do not conflict with existing orders in other civil and criminal cases and provide courts with the necessary information to protect victims and families.

(3) Domestic violence courts have proven effective in reducing recidivism and increasing victim safety. It is in the best interests of the citizens of this state to expand domestic violence courts to each judicial district.

Approval of Project Activities and Budget

The project partners approve of the project activities and proposed budget. The continued compensation for the high risk coordination enhanced supervision and monitoring services, court advocacy services, and trauma-informed individual counseling and group education services will be outlined in the OVW budget detail worksheet. The budget detail worksheet will also outline the funding for domestic violence evaluation/risk assessment, domestic violence offender intervention, supervised access and exchange services, and project and partner training.

Contribution of Resources

The Bannock County Commission will provide auditing support staff to assist in the financial monitoring and reporting of grant activities.

Bannock County DVC and the Sixth District Court will provide and/or organize technical assistance, training, and domestic violence resources to implement the OVW goals and objectives as detailed in the Grant Narrative.

The Sixth Judicial District Administrative District Judge (ADJ) and Trial Court Administrator (TCA) will continue to provide a Magistrate Judge to preside over the DVC, a DVC Coordinator to coordinate the activities of the DVC; a deputy clerk to assist in the effective operation of the DVC, appropriate courthouse security during all civil and criminal DVC hearings; and office space for grant supported staff. The ADJ and TCA will require the DVC Magistrate Judge and DVC Coordinator to complete a minimum of three (3) hours of Continuing Education Units (CEUs) each calendar year on the topics of domestic violence, stalking or sexual violence.

Family Services Alliance will provide office space for the victim advocates and office space to offer individual counseling sessions. FSA agrees to require all advocates who provide services to victims involved in DVC, to complete a minimum of three (3) hours of Continuing Education Units (CEUs) each calendar year on the topics of domestic violence, stalking or sexual violence.

The Bannock County Prosecuting Attorney's Office will collaborate with the DVC to provide training for prosecutors. The Bannock County Prosecuting Attorney's Office agrees to require all

prosecutors involved in DVC, to complete a minimum of three (3) hours of Continuing Legal Education (CLE) credits each calendar year on the topics of domestic violence, stalking or sexual violence. The Bannock County Prosecuting Attorney's Office also agrees to require all Victim Witness Coordinators involved in DVC, to complete a minimum of three (3) hours of Continuing Education Units (CEUs) each calendar year on the topics of domestic violence, stalking or sexual violence.

Family Court Services will provide office space and support for the HRT Coordinator. The DVC Coordinator and the FCS District Manager will also collaborate to provide domestic violence specific trainings for members of the DVC Team. Family Court Services agrees to require the HRT Coordinator, to complete a minimum of three (3) hours of Continuing Education Units (CEUs) each calendar year on the topics of domestic violence, stalking or sexual violence.

Bannock County Adult Misdemeanor Probation will provide office space and support for the High Risk Probation Officer (HRPO). Probation agrees to require the HRPO and any Probation Officer involved in DVC to complete to complete a minimum of three (3) hours of Continuing Education Units (CEUs) each calendar year on the topics of domestic violence, stalking or sexual violence.

**OVW Fiscal Year 2023 Improving Criminal Justice Responses Program
Memorandum of Understanding - Signature Page 1**

We, the undersigned, have read and agree with this Memorandum of Understanding. Further, we approve the proposed activities and proposed budget.

Jeff Hough
Bannock County Commission Chair

3/18/25

Date

Ernie Moser
Bannock County Commissioner (Former Chair)

3/18/25

Date

Sarah O'Banion
Family Services Alliance of Southeast Idaho Director

Date

Jason Dixon
Clerk of the Courts

Date

Hon. Rick Carnaroli
Sixth Judicial District Administrative District Judge

Date

Jason Dye
Sixth Judicial District Trial Court Administrator

Date

Hon. Carol Tippi Jarman
Sixth Judicial District Magistrate Judge, Domestic Violence Court Judge

Date

Kimberly Talbot
Sixth Judicial District Domestic Violence Court Coordinator

Date

**OVW Fiscal Year 2023 Improving Criminal Justice Responses Program
Memorandum of Understanding - Signature Page 2**

We, the undersigned, have read and agree with this Memorandum of Understanding. Further, we approve the proposed activities and proposed budget.

Ian C. Johnson
Bannock County Prosecuting Attorney

Date

Evie McCurry
Bannock County Adult Misdemeanor Probation Office Director

Date

Davey Burrell
Sixth Judicial District Family Court Services Manager

Date

BUDGET NARRATIVE & WORKSHEET
BANNOCK COUNTY

OVW FY2023 Improving Criminal Justice Responses

Budget Detail Worksheet - 36 months October 1, 2023 to September 30, 2026

A. Personnel	Computation	Cost
High Risk Probation Officer		
Probation Officer to provide enhanced monitoring of high risk domestic violence offenders	Yr 1 - \$21.66 x 19 hrs/wk x 52 wks = \$21,400	
	Yr 2 - \$21.66 x 19 hrs/wk x 52 wks = \$21,400	\$64,200
	Yr 3 - \$21.66 x 19 hrs/wk x 52 wks = \$21,400	
High Risk Coordinator		
Coordinator to provide early identification of high risk cases	Yr 1 - \$18.92 x 15 hrs/wk x 52 wks = \$14,758	
	Yr 2 - \$18.92 x 15 hrs/wk x 52 wks = \$14,758	\$44,274
	Yr 3 - \$18.92 x 15 hrs/wk x 52 wks = \$14,758	
Total Personnel		\$108,474

Both the HR Coordinator (HRC) and the HR Probation Officer (HRPO) are key to the early identification and enhanced monitoring of high-risk offenders. The part-time HRC and HRPO will enhance the centralized handling of these high-risk cases within the court system, including partners and key stakeholders in the process, as well as a coordinated approach to identifying, assessing, and addressing high risk cases in the court.

The HRC will identify, through evidence-based risk assessment, high-risk offenders early in the court process. This information will be vital in the NCO process to provide judges and prosecutors with the information needed to make decisions when handling modification and dismissal requests. The HRC will oversee a High Risk Team (HRT) protocol for Bannock County DV Court. The HRC will coordinate the HRT and collaborate with the HRT to develop individualized intervention plans (based on the risk assessments) that address offender accountability and victim safety. The HRT includes representatives from law enforcement, victim-witness coordinators, victim advocates, prosecution, probation and parole, and other agencies as necessary. The HRT will assist the Domestic Violence Court Coordinator (DVCC) in other grant management requirements and activities.

The HRPO will assist with the monitoring of high-risk offenders involved in the DVC. The HRPO will enhance the monitoring of high-risk offenders through increased face-to-face (in-office) meetings, employment checks, home visits, unscheduled surveillance, and GPS monitoring. Enhanced monitoring will also include immediate assignment of probation officer and intake meeting, drug and alcohol testing, and immediate referral to treatment and evaluations. All of these activities will not only increase offender accountability, but help meet the most important goal of victim safety. The HRPO will provide quick response to violations, which enhance victim safety. The HRPO's presence at judicial review hearings enhances quick response to both positive and negative behavior by an offender and can assist the court in developing sanctions, modifying treatment, and other requirements for each offender.

B. Fringe Benefits

High Risk Probation Officer

Yr 1 - \$21.66 x 988 hrs (19x52) x 25% = \$5,350	\$16,050
Yr 2 - \$21.66 x 988 hrs (19x52) x 25% = \$5,350	
Yr 3 - \$21.66 x 988 hrs (19x52) x 25% = \$5,350	

High Risk Coordinator

Yr 1 - \$18.92 x 780 hrs (15x52) x .25 = \$3,689	\$11,067
Yr 2 - \$18.92 x 780 hrs (15x52) x .25 = \$3,689	
Yr 3 - \$18.92 x 780 hrs (15x52) x .25 = \$3,689	

Total Fringe Benefits \$27,117

Part-time Fringe Benefits will be paid for the two positions above. Benefit breakdown as follows:
FICA 6.2%; Medicare 1.45%; Unemployment 15.91%; Workers Comp 1.44% = 25.0%.

C. Travel

Computation

Cost

OVW - Capacity Building

Activities	Est. Airfare \$520 x 6 p x 1 trip	\$3,120
Site visit to an established OVW	Est. Lodging \$150 x 6 p x 3 nights	\$2,700
or OVW approved training for six	Est. Per Diem \$74 x 6 p x 4 days	\$1,776
DV Court team members/project	Ground transportation \$70 x 6 p	\$420
partners	Subtotal	\$8,016

OVW - Capacity Building

Activities	Est. Airfare \$520 x 6 p x 1 trip	\$3,120
Project partners to attend OVW	Est. Lodging \$150 x 6 p x 3 nights	\$2,700
approved trainings	Est. Per Diem \$74 x 6 p x 4 days	\$1,776
	Ground transportation \$70 x 6 p	\$420
	Subtotal	\$8,016

OVW - Capacity Building

Activities	Est. Airfare \$520 x 2 p x 1 trip	\$1,040
Two people x 1 OVW New	Est. Lodging \$150 x 2 p x 3 nights	\$900
Orientation (if needed) or	Est. Per Diem \$74 x 2 p x 4 days	\$592
OVW approved training	Ground transportation \$70 x 2 p	\$140
	Subtotal	\$2,672

Subtotal Travel for OVW Technical Assistance and Capacity Building Activities \$18,704

Bannock County-Budget Narrative

Funds to attend conference in Idaho (2 people; 1 trip)	Lodging \$150 x 2p x 2 nights x 1 trip	\$600
	Per Diem \$74 x 2p x 3 days x 1 trip	\$444
Registration Fee	\$70 x 2p x 1 trip	\$140
	Mileage to Boise .45 x 498 x 2p x 1 trip	\$448
	Subtotal	\$1,632

District Travel for Coordinator

Mileage reimbursement for the DV Court Coordinator to travel throughout the District	100 miles/mth x \$0.45 x 36 mth	\$1,620
--------------------------------------------------------------------------------------	---------------------------------	---------

Total Travel **\$21,956**

In accordance with the grant solicitation, the requirement to include funds to attend OVW approved "Technical Assistance and Capacity Building Activities" as well as calendared and scheduled site visits to established OVW identified DV Courts and technical assistance events has been budgeted the required \$20,000 for this project, including over \$10,000 for project partners to attend these events. The budgeted amount also includes the costs for two representatives to attend the New Grantee Orientation meeting (if required) or to attend other OVW approved trainings.

Travel costs for the DV Court Victim Advocate is also included in this grant budget under "Subawards" in the amount of \$1,336 - these are considered OVW TA/Capacity Building Activities and are included towards the required \$20,000 for this project and partner training. Total travel for OVW activities is \$18,704 + \$1,336 = \$20,040.

Domestic Violence Court Teams traveling to the OVW technical assistance events or site visits include key stakeholders from the DV Court, including the project partners funded through this project. Key stakeholders attending will include DV Court Judge, DVCC, Victim Advocate, Prosecutors, Victim Witness Coordinators, Probation Officer, Family Specialist, and Public Defenders.

Travel costs have been budgeted in accordance with Bannock County established travel policies to attend trainings as required by OVW. All cost related to conference/event planning will be in accordance with Department of Justice and OVW conference guidelines and expenditure limitations and be pre-approved by OVW.

Travel costs for statewide domestic violence training for DV Court team members (project partners) to attend in-state domestic violence trainings during the three year grant period offered through the Idaho Coalition, Idaho Council and the Idaho Supreme Court. Most travel will be to Boise, Idaho.

Mileage reimbursement for the DV Court Coordinator is budgeted in order to travel to outlying rural counties to assist in the operations of the DV Courts and provide technical assistance and services to the entire Sixth Judicial District.

D. Equipment-NA **\$0**

Bannock County-Budget Narrative

E. Supplies	Computation	Cost
Office supplies for high risk coordinator and high risk probation officer,	\$20/mth x 2p x 36 mths = \$1,440 Two boxes of copy paper (2 @ \$23.50) = \$47	\$1,487

The two part-time positions listed above will incur supply costs, including the purchase of expendable supplies such as paper, toner, pens, pencils, tape, and other general office operational supplies.

F. Construction - NA **\$0**

G. Subawards

Subrecipient Name	Computation	Cost
Family Services Alliance		
Part-time victim advocate to provide onsite advocacy, crisis intervention, and case management	Yr 1 - \$22.61 x 25 hrs/wk x 52 wks = \$29,393 Yr 2 - \$23.64 x 25 hrs/wk x 52 wks = \$30,732 Yr 3 - \$24.40 x 25 hrs/wk x 52 wks = \$31,720	
	Subtotal	\$91,845
OVW -Capacity Building Activities	Est. Airfare \$520 x 1 p x 1 trip Est. Lodging \$150 x 3 nights x 1 trip Est. Per Diem \$74 x 4 days x 1 trip Ground transportation \$70 x 1 trip	\$520 \$450 \$296 \$70
	Subtotal	\$1,336
Statewide Domestic Violence		
Funds to attend conference in Idaho (2 people; 1 trips)	Lodging \$150 x 2p x 2 nights x 1 trip Per Diem \$74 x 2p x 3 days x 1 trip Registration Fee \$70 x 2p x 1 trip Mileage to Boise .45 x 498 x 2p x 1 trip	\$600 \$444 \$140 \$448
	Subtotal	\$1,632
	Total Subawards	\$94,813

Bannock County will provide funding for Family Services Alliance, a local victim advocacy agency, to provide on-site victim advocacy, crisis intervention, and case management services. The advocates will also attend OVW approved training or technical assistance activities, as well as the statewide domestic violence conference in Boise. Travel costs for OVW approved activities are included above for \$1,336 and is included in the funding requirement.

H. Procurement Contracts

Family Specialist Program	Computation	Cost
Clinical Professional	\$70/hr x 5hrs/wk x 152 wks (48wks+52wks+52wks) = \$53,200	\$53,200
Total Procurement Contracts		\$53,200

Bannock County will contract with an agency/clinical professional (Family Specialist) to provide direct, clinical services (counseling and parenting education) to individuals impacted by domestic violence, dating violence, and stalking. Family Specialist will invoice Bannock County for hourly services provided. It is anticipated that approximately 20-25 individuals per year will use this service (averaging 5 hours per week).

I. Other Costs	Computation	Cost
Accessibility for Individuals with disabilities, Deaf/hard of hearing individuals, and persons with limited English proficiency	Interpreter services (range \$40 -\$70/hr) - \$1,000/yr x 3yrs = \$3,000	\$3,000

Funding will be allocated to provide access for Individuals with disabilities, Deaf/hard of hearing individuals, and persons with limited English proficiency. These funds would pay for services (mostly interpreter services to access programs, including American Sign Language (ASL) to increase victim’s accessibility to the family specialist and supervised access/safe exchange. These funds would also be used to assist in providing access for offenders for risk assessments interviews and batterer intervention.

The other grant partners and employees (High Risk Coordinator, High Risk Probation Officer, Family Services Alliance), including the Court have funds already allocated for providing accessibility for individuals with disabilities, Deaf/hard of hearing individuals, and persons with limited English proficiency in their annual budgets. In addition, during last grant cycle we did not use as much as we had budgeted. This budget has been reduced, if other funds are needed to cover these costs bannock County will provide these services.

Risk Assessments/Evaluations	\$200 (50% subsidized funding of \$400 evaluation) x 13 evals/yr x 3yrs = \$7,800	\$7,800
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Bannock County-Budget Narrative

Evaluators from the Idaho Supreme Court roster of Approved Domestic Assault and Battery Evaluators will provide the courts with evaluations/risk assessments for domestic violence defendants to determine level of risk, lethality, victim safety issues and assist judges with sentencing related to treatment options and level of monitoring. Evaluations may be subsidized (25%, 50%, 75%) based upon federal poverty guidelines. The DV Court will receive \$2,600 each year to provide funding for 13 risk assessments/evaluations at 50% subsidized funding (average).

Offender Intervention	\$17.50/class (50% subsidized funding of \$35 class fee) x 16 sessions x 35 offenders per year x 3 years = \$29,400	\$29,400
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Grant funding will provide subsidized funding for domestic violence offender intervention (batterer's intervention). Domestic violence offender intervention shall be provided by intervention providers approved through the Idaho Council on Domestic Violence and follow the state of Idaho minimum standards for offender intervention programs. Funding for offender intervention will be provided on a sliding scale. Offenders will complete an application and subsidized funding will be determined based off income. Funding will be used to subsidize the cost of the first 16 classes. All offenders will pay a portion of the amount for court-ordered intervention. Domestic violence offender intervention averages \$35 per session. It is anticipated that the subsidized funding will assist 35 low income domestic violence offenders at 50% subsidized funding (average) each year during the three year grant period.

Subtotal Other Costs	\$40,200
TOTAL Direct Costs	\$347,247

J. Indirect Costs	\$27,743
Modified Total Direct Costs: \$347,247 - \$69,813 (Subrecipient Family Services Alliance total of \$94,813 - \$25,000) = \$277,434 x 10% = 27,743	

TOTAL Grant Budget	\$374,990
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Budget Summary

A. Personnel		\$108,474
B. Fringe Benefits		\$27,117
C. Travel		\$21,956
D. Equipment		\$0
E. Supplies		\$1,487
F. Construction		\$0
G. Subawards		\$94,813
H. Procurement Contracts		\$53,200
I. Other Costs		<u>\$40,200</u>
	Total Direct Costs	\$347,247
J. Indirects		\$27,743
	Federal Request	\$374,990

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:

Kristi Klauser

Department:

Auditing

Requestor Email:

kristik@bannockcounty.us

Item(s) to be considered:

Discuss using Domestic Violence admin monies to send employee to training.

Date of meeting being requested:

03/18/2025

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:

Kim Talbot, optional

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Requestor Name:

Kristi Klauser

Department:

Auditing

Requestor Email:

kristik@bannockcounty.us

Item(s) to be considered:

Review FY26 budget calendar for dates to put on commission calendar

Date of meeting being requested:

03/18/2025

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:

FY 2026 BUDGET CALENDAR

Blue	Budget Work sessions
Yellow	Training Dates
Pink	Due dates

- 4-3 March EOM processing for A/P & P/R
- 4-18 Budget Worksheets & Capital Outlay Worksheets to Department Heads
- 4-29 Spring Institute (elected officials) – Idaho Falls
- 5-9 Budget Worksheets & Capital Outlay Worksheets returned to Clerk
- 5-12 to 5-13 Budget/Levy Workshop (clerk both days/county elected officials)
- 5-11 to 5-15 Tyler Connect Training (auditing)
- 5-21 to 5-23 WIR – South Dakota
- 6-2 Prelim Assessed valuation from New Construction/Growth from Assessor
- 6-2 to 6-6 IACC – Coeur d’Alene (clerk & commission)
- 6-16 to 6-18 Department meetings w/Clerk and Commission
- 6-29 to 7-2 GFOA – Washington DC (Kristi)

April 2025						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

May 2025						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

June 2025						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

July 2025						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

August 2025						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24/ 31	25	26	27	28	29	30

September 2025						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

- 6-23 to 7-14 Board of Equalization
- 7-10 to 7-15 NaCO – Philadelphia, PA
- 7-21 Clerk’s recommendation presented to the commission
- 7-21 Final valuations should be received from Assessor
- 7-22 to 7-24 Clerk work sessions with Commission
- 7-28 to 7-31 Clerk work sessions with Commission
- 8-4 Clerk work session with Commission to finalize proposed budget
- 8-5 Proposed Budget to the Idaho State Journal for publishing on August 11th
- 8-11 Final proof/verification of excel format of proposed budget for publication
- 8-12 to 8-14 IACRC (Clerk only) – Pocatello
- 8-26 Public Hearing for FY26 Budget 11 am Courthouse Commission Chambers, room 214
- 9-4 L2 due to Clerk
- 9-15 Final date for Commission to certify levies for all taxing districts
- 9-15 to 9-18 IAC Annual Conference - Boise, ID

- 10-1 Fiscal Year 2026 begins



BANNOCK COUNTY COMMISSIONERS
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ERNIE MOSER
Commissioner
1st District

JEFF HOUGH
Commissioner
2nd District

KEN BULLOCK
Commissioner
3rd District

AGENDA REQUEST FORM

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

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

Name/Department:

Shanda Crystal/Chief Procurement Officer

Item to be considered/background:

Request to discuss 1) a change order for Teton West and 2) revised process for Approved Rental Companies.

How much time will be needed? Meeting date requested:

10 minutes

3/18/25

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 K, Kiel B, Levi W, Dillon E, Matthew P, Buddy R, Scott C, Kristi K, and Jon R

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

Commissioner Office Only:
Date: 3/18/25 Time: _____



Change Order

Order#: 2

Order Date: 03/12/2025

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

Adjust Substantial Completion to 05/04/2025

Schedule needs adjustment to allow underground utilities by others time to install.

Notes

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

Approved Amount of Change

0.00

The original Contract Sum was	612,091.00
Net change by previous Change Orders	2,805.00
The Contract Sum prior to this Change Order	614,896.00
The Contract Sum will be changed by this Change Order	0.00
The new Contract Sum including this Change Order will be	614,896.00
The Contract Time will be changed by	30 Days

Owner _____ Date _____

Contractor  _____ Date 03/12/2025

Rental Equipment Process -- Revised

To keep the process as similar to our current practices I offer the following:

Creating Approved Rental Company list:

- 1) Dept Heads will submit companies that are often used for rental equipment to be vetted and approved
 - a. Legal will review company's rental terms & conditions
 - b. Auditing will review company's payment terms
 - c. Risk Management will perform a risk analysis
- 2) Once a company has been approved by legal, auditing, and risk management, procurement will recommend the Board of County Commissioners (BOCC) approve the company to be added to the Approved Rental Company list
 - a. Commission would grant authority for Depts to sign rental agreements with any company on the Approved Rental Company list for equipment rentals equaling 6 months or less
 - i. Rental needs longer than 6 months will require a BOCC approval
 - b. Notification will be sent to auditing that a company has been added
- 3) Companies may be added/removed from the rental list at any time during the year
 - a. Notification will be sent to auditing if a company is removed
- 4) Rental documents will be reviewed and approved annually at the beginning of each fiscal year

Rental Need Identified:

Review budget to ensure funds are budgeted. If item is not budgeted for discuss funding source with Comptroller and request to be on the next agenda to update BOCC. When rental equipment is needed in an emergency situation, department may sign the rental agreement, mitigate the emergency, and then follow up with the Comptroller and Commission as soon as the emergency allows. Any concerns the Dept has with the project or budget will be brought before the BOCC for discussion.

- 1) Company on Approved Rental Company list
 - a. Dept requests rental equipment & signs agreement
 - b. Dept notifies auditing when equipment is to be delivered to County property
 - i. Auditing will add equipment to insurance & notify risk management
 - c. Dept notifies auditing when equipment is to be returned to company
 - d. Dept processes rental invoice
- 2) Company not approved on rental list
 - a. Dept requests rental equipment agreement
 - b. Legal, auditing, and risk management reviews agreement prior to agenda request
 - c. Dept submits an agenda request for BOCC to review and sign the rental agreement
 - d. If agreement is signed by BOCC
 - i. dept notifies auditing when equipment is to be delivered to County property
 1. Auditing will add equipment to insurance & notify risk management
 - ii. Dept notifies auditing when equipment is to be returned to company
 - e. Dept pays rental invoice

BANNOCK COUNTY COMMISSIONERS

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Business Meeting Agenda Request Form

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Requestor Name:

Melissa Hartman

Department:

Veteran Services

Requestor Email:

melissah@bannockcounty.gov

Item(s) to be considered:

2025 Field of Heroes Memorial - School District #25 License Application, signature and insurance
 5/15/25 thru 5/28/25

and

2025 Estate Planning Workshop - City of Chubbuck Meeting Use Request Form, signature

Date of meeting being requested:

03/18/2025

Time requested:

10 Minutes

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

Contract

Contract/Agreement Begin Date:

Contract/Agreement End Date:

List of additional attendees:



Meeting Facility Use Request Form

Today's Date February 18, 2025

Multi-purpose Room Council Chamber

Date Room Requested April 17, 2025 Time Requested from 3pm to 5pm
April 18, 2025 Time Requested from 7:00 AM to 6:00 PM
 (Include time needed for set up, break down, and clean up time in your request.)

Applicant Group/Organization Bannock County Veterans Services

Responsible Person Name Melissa Hartman Secondary Contact Name Lillian Molina

Address 921 S 8th Ave City Pocatello Zip 83209

Phone 208-530-2552 or 208-479-8146

E-mail Address(es) melissah@bannockcounty.gov / Lillian M @ bannockcounty.gov

of Attendees 10

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

Serve Food Yes No
 Use AV equipment Yes No
 Zoom Presentation Yes No

Description of Event (attach additional sheets if necessary)

Estate Planning Work Shop
Sponsor = Visiting Angels, lunch (they will pay for Deposit)

Multipurpose Room:		Council Chamber:	
Banquet Style	Max Capacity 78	Banquet Style	Not Available
Classroom Style	Max Capacity 52	Classroom Style	Max Capacity 32
Theater Style	Max Capacity 120	Theater Style	Max Capacity 75

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

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

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

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

Signature: _____

Date: _____

Today's Date _____

Applicant Group/Organization _____

Request Approved _____ Request Denied _____

Staff Name _____ Date _____

Reason for Denial _____

Cleaning Deposit Received Date: _____

Check #/Cash: _____

Employee Signature: _____

Cleaning Deposit Returned Date: _____

Cleaning Deposit Retained Amount: _____

Employee Signature: _____

Attach reason for not refunding deposit in full.

**POCATELLO/CHUBBUCK
SCHOOL DISTRICT NO. 25
Bannock County, Idaho**

**3115 Pole Line Road – Phone 232-3563
Pocatello, Idaho 83201-6119**

LICENSE APPLICATION

NAME: Bannock County - Melissa Hartman

DATE: 03/10/2025

ADDRESS / PHONE: 208-282-4245 - Fax 282-3018

ORGANIZATION: Idaho Field of Heroes Memorial

FACILITY REQUESTED: Century High School

SPECIFIC AREA TO BE USED: Field / Track

(ONLY AREA NAMED ABOVE WILL BE AVAILABLE)

DATE 5/15/2025

TIME 8:00 am (set up 5/15)

DATE through

TIME

DATE 5/27/2025

TIME 9:00 pm (take down 5/27)

DATE

TIME

PURPOSE OF MEETING AND ACTIVITIES DURING LICENSE PERIOD:

Idaho Field of Heroes Memorial

A required Certificate of Insurance listing the School District as the Additional Insured must be received no later than 7 business days prior to the event.

BREAKDOWN OF TIMES AND EVENTS:

Someone will be on watch at all times.

Bannock County will follow responsible set up and take down procedures.

PROJECTED LICENSE FEE(S)

HOURS:

ADMIN. FEE:

BUILDING FEE:

CUSTODIAN FEE PER HOUR:

PROJECTED TOTAL: N/C Estimated

TOTAL:

TOTAL:

ADDITIONAL EQUIPMENT REQUIRED:

SPECIAL INSTRUCTIONS:

SCHOOLS CAN NOT BE USED ON EMERGENCY SCHOOL CLOSURE DAYS, INSERVICE DAYS, HOLIDAYS OR WHEN THE CHILDREN ARE OUT FOR ANY REASON!

AUTHORIZED SIGNATURE _____ **DATE:** _____

NAME: Melissa Hartman / Bannock County
TITLE:

Pocatello / Chubbuck
School District No. 25
Bannock County, Idaho

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is effective as of 5/15 - 5/27/25, by and between Melissa Hartman / Bannock County Field of Heroes / CHS, referred to hereafter as "Licensee," and **SCHOOL DISTRICT NO. 25, BANNOCK COUNTY, IDAHO**, herein referred to as "Licensor."

The parties hereby agree as follows:

1. **Application.** Licensee has applied to Licensor for a license to use certain facilities and/or equipment owned by Licensor. The facility, or portion thereof, ("Premises") that Licensee has requested to use is identified in the written application ("Application"), which is attached to this License Agreement. Included with the Premises is the equipment or other personal property (collectively, the "Equipment") that is identified in the Application. Hereafter Premises shall mean that portion of the facility identified in the Application.
2. **Grant of License.** Licensor hereby grants to licensee a license to use the Premises. The Premises shall be occupied and used by Licensee, and Licensee's guests, members and invitees only during the license period and only for those purposes that are more described in the Application.
3. **No Assignment.** Licensee shall not assign this license without the prior written consent of Licensor.
4. **No Alterations.** Licensee shall not make any alterations or additions to the Premises without Licensor's written consent.
5. **Payment.** Licensee shall pay fifty percent (50%) of the Projected License Fee(s), as set forth in the Application. If at the end of the license period, it happens that the Actual License Fee exceeds the amount already paid, Licensee agrees to immediately pay the difference to Licensor. If on the other hand, if Actual License Fee is less than the amount already paid, Licensor shall promptly refund the difference to Licensee.
6. **Notice.** Any notices and communications between the parties for the purpose of complying with or enforcing the terms of this agreement shall be in writing and delivered to the other party either personally or by certified mail, return receipt requested at the addresses provided in the Application. Notices to Licensor shall be in care of Rentals Clerk, School District No. 25. Notice to Licensee shall be considered complete upon receipt, unless the recipient ignores or refuses to sign for the certified letter in which event, notice shall be deemed to be complete upon attempted delivery by the post office.
7. **Injury/Damage Notification.** Licensee shall immediately notify Licensor of any conduct or circumstances which bring about an injury to persons or tangible property, describing the injury or damage, stating the time and place the injury or damage occurred, and stating the names of all persons involved.
8. **Care of Premises.** Licensee shall take good care of the Premises and at the expiration of the license period or other termination of the term, shall surrender the Premises in as good condition as reasonable use will permit. In the event of injury or damage to the Premises by any cause, the Licensee shall immediately notify Licensor of such damage. Should the Premises, or any portion or part thereof be damaged or destroyed through the negligence, neglect or fault of the Licensee, the Licensee will, at its cost and expense, repair and replace all such damaged or destroyed property.
9. **Indemnification.** Licensee shall hold the Licensor harmless, and indemnify Licensor, against any and all claims, liabilities, damages, losses, accidents, or causes of accidents that may be sustained to persons or property resulting from the occupancy and use of the above-described Premises by the Licensee. Licensee, however, shall not be required to indemnify licensor for damages caused by licensor's own negligence. Notwithstanding the cause of action, the liability of Licensee is at all times herein strictly limited and controlled by the provisions of the Federal Tort Claims Act ("FTCA"), 28 U.S.C. §§ 1346(b)(1), 2671-80, as now or hereafter amended. Nothing in this Agreement shall be construed as a waiver of the protections of said Act.
10. **Insurance Compliance.** Licensee shall not do or permit anything to be done in said premises, or bring or keep anything therein which shall in any way increase the rate of fire insurance on the Premises or personal property, or conflict with the regulations of the fire department or fire loss ordinances or with any insurance policy upon said Premises.
11. **Staff.** Licensee shall furnish and suitably station adequate personnel to supervise all activities reasonably expected to be conducted on the Premises to particularly protect against the following.

- a. Traffic of people to any part of the facility excluded from, but adjoining to, the Premises.
 - b. Loss or damage to the Premises.
 - c. Injury or damage to any persons or property that may come upon or occupy or use the Premises.
12. **Cancellation and Unforeseen Contingencies.** It is mutually agreed that either party may terminate this agreement upon 72 hours notice, oral or in writing, in advance. Furthermore, if within 72 hours of the scheduled commencement of the license period, said Premises, by reason of fire, action of elements, catastrophe, or any other cause beyond the control of the Licensor, are not available for use by the Licensee for the license period, Licensor shall not be liable to the Licensee for any damage, expense, or any other loss incurred as a result of such cancellation.
13. **Violation of Agreement.** If Licensee violates this License Agreement in any respect, then Licensor may in its sole discretion take full and absolute possession of premises and deny any future license to said Licensee.
14. **Food and Beverages.** Food and soft drinks may only be served within the confines of the dining, kitchen, and other designated areas (i.e., concessions area). Under no circumstances shall alcoholic beverages be brought to or consumed on the school property.
15. **Change of Agreement.** This agreement may not be changed orally, but only by an agreement in writing and signed by the part against whom enforcement of any waiver, change, modification, or discharge is sought.
16. **Governance.** This agreement shall be governed by the State of Idaho.
17. **Provisions.** In the event any provision of this agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this agreement.

IN WITNESS WHEREOF the parties have executed this agreement on the dates recited below.

LICENSOR:

School District No. 25
Bannock County, Idaho

By: Jolene Smith Date: 3/10/25
 Name: Jolene Smith
 Title: Business Services Supervisor

Attest: Jonya Walton Date: 3/10/25

LICENSEE:

By: _____ Date: _____
 Name:
 Title:

Attest: _____ Date: _____

In the Matter of APPROVING)
TAX CANCELLATION REQUESTS)

R.S. No. 2025-22
 March 18, 2025

RESOLUTION

WHEREAS, requests for cancellation of taxes were considered on March 6, 2025; and

WHEREAS, these cancellation requests have been reviewed pursuant to Idaho Code §§63-711, 63-1302, 63-1303 and 63-1304;

NOW, THEREFORE, BE IT RESOLVED that the County Tax Collector, Jennifer Clark, is hereby authorized and directed to cancel the following on the tax rolls as listed by year:

- (1) After discussion of a hardship request on March 6, 2025, for cancellation of **tax dollars** for the **2021** tax year.

PARCEL NO.	OWNER	EXPLANATION	VALUE TO BE CANCELLED
RPRPPOC281500	Teddy Jaramillo, et al	Hardship	\$406.00

BOARD OF BANNOCK COUNTY COMMISSIONERS

 Jeff Hough, Chair

 Ernie Moser, Member

 Ken Bullock, Member

ATTEST: _____
 Jason C. Dixon, Clerk

In The Matter of AUTHORIZATION TO)
DISPOSE SURPLUS ASSETS/PROPERTY)

R.S. No 2025-23
 March 18, 2025

RESOLUTION

WHEREAS, Idaho Code §§31-807 and 31-808 vest the power and authority to manage real and personal property for the benefit of the County with the Board of County Commissioners; and

WHEREAS, Idaho Code §31-829 provides that whenever any elected official has any personal property belonging to the county under his/her jurisdiction or control which, in his/her judgment, is of no further use to the county, he/she may, with the consent of the Board of County Commissioners, dispose of the property through sale or other means; and

WHEREAS, the following assets/property are of no further use to the County:

Quantity	Description	County Asset Number/VIN
1	eStudio Copy Machine 656/17311	Serial Number ZL215012

and

WHEREAS, it was recommended to dispose of the copy machine.

NOW THEREFORE, IT IS HEREBY RESOLVED that the above property is declared to be surplus and unrepairable and the item be disposed of properly.

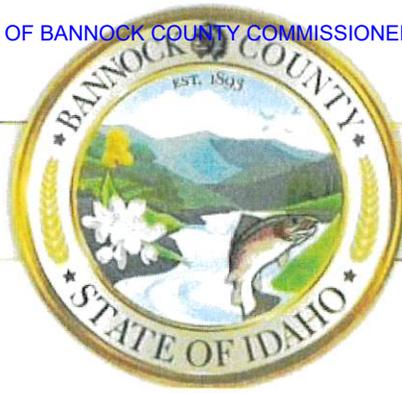
BOARD OF BANNOCK COUNTY COMMISSIONERS

 Jeff Hough, Chair

 Ernie Moser, Member

 Ken Bullock, Member

ATTEST: _____
 Jason C. Dixon, Clerk



BANNOCK COUNTY COMMISSIONERS
621 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

AGENDA REQUEST FORM

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

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

Name/Department:

Tereca Argyle / Sheriff's Office

Item to be considered/background:

Pocatello Downs / Agreement to Provide Law Enforcement Protection

How much time will be needed? Meeting date requested:

Signature Only 3/18/25

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:

Signature Only - Sheriff Manu can attend if needed

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

Commissioner Office Only:
Date: _____ Time: _____

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

ORIGINAL

AGREEMENT, made between Bannock County Sheriff hereinafter referred to as the "LAW ENFORCEMENT" AND Pocatello Downs.

WHEREAS, Pocatello Downs 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; of the Bannock County Event Center. This protection shall include at least ONE (1) LAW ENFORCEMENT deputy on the dates of May 3rd, 4th, 11th, 25th, June 29th, July 11th and 20th, for approximately 4 to 6 hours per day. 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 Pocatello Downs 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 Pocatello Downs and the employees of *Bannock County Sheriff* in requesting and performing the law enforcement protection. Pocatello Downs designates Lukrena Shoonover, as its administrator and *Bannock County Sheriff* designates Captain Andy Iverson, 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*, Pocatello Downs hereby agrees to pay to *Bannock County Sheriff* the sum of \$ 63.00 per HOUR 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 1st day of May, 2025 and continue in full force and effect through the 21st day of July, 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 _____ day of _____, 20____.

LAW ENFORCEMENT:

Tony T. Manu
Tony T. Manu
Bannock County Sheriff

CONTRACTING AGENCY:

Pocatello Downs
(Contracting Agency)

Administrator of Contracting Agency

BOARD OF BANNOCK COUNTY COMMISSIONERS

_____ Jeff Hough, Chairman	<u>3/18/25</u> Date
_____ Ernie, Member	<u>3/18/25</u> Date
_____ Kenneth Bullock, Member	<u>3/18/25</u> Date

ATTEST: _____
Jason Dixon, Clerk

APPROVED as to form and content:

Jonathan Radford
Chief Civil Deputy Prosecutor

Date

**BOARD OF BANNOCK COUNTY COMMISSIONERS
MINUTES 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 March 6, 11, and 13, 2025, as approved during the meeting of March 18, 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, March 6, 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 HR Director Matt Phillips

Agenda Details

AGENDA	
	Work Session and Claims Meeting (action items)
	Work Session Agenda:
1	• Hardship hearing with possible Executive Session under Idaho Code §74-206(1)(d) to consider records that are exempt from disclosure as provided in chapter 1, title 74, Idaho Code with potential action following adjournment of Executive Session (requested 10 minutes) (action item)
2	• Dillon Evans, Solid Waste, providing a quarterly Landfill update
3	• Scott Crowther, Event Center, regarding approval of and signature on (1) Sponsorship Agreement with ICCU; (2) Independent Contractor Agreement for Camp Host, and; (3) (AMENDED to include) signature on Government Equipment Rental Agreement with Buttars Tractor (requested 10 minutes) (action item)
4	• (AMENDED to include) Charity Staggs, SICOG, seeking approval to submit for two Idaho Department of Lands grant applications for Big Onion and Lava Ranches (requested 5 minutes) (action item)
5	• Daniel Kendall, Buildings and Grounds, presenting the geotechnical report for the YDC/Event Center Building and a request for gravel (requested 5 minutes) (action item)
6	• Shanda Crystal, Procurement, requesting to discuss (1) implementation of a new equipment rental process, and; (2) provide a procurement update (requested 10 minutes) (action item)
7	• Buddy Romriell, Public Works, seeking approval of and signature on Vehicle Purchase Agreement with Smith Chevrolet (requested 5 minutes) (action item)
8	Claims Agenda:
	• Board of Ambulance District: Invoices and Commissioner Report
	• Board of Commissioners: Invoices, Commissioners Reports, and Credit Applications
	• Salary Rate Approval Forms/Notice of Separation with Potential Executive Session under Idaho Code §74-206(1)(a)&(b) regarding personnel with potential action following adjournment of Executive Session
	• Payroll Report
	• Alcohol Licenses and Permits
	• Certificate of Residency Approval
	• Mileage Reimbursement Requests
	• Technology Request Form
	• Memorandum Authorization for Accounts Payable
	• Cardholder User Agreement and Authorization
9	Bid Opening for Diesel Generator Request for Proposal (action item)

Meeting Notes

- 1 9:00 AM Hough called the meeting to order. Moser moved to approve the amended agenda. The motion passed. 9:00 AM Deputy Treasurer Misty Katsilometes, Assessor Anita Hymas, and Teddy Jaramillo were present. Jaramillo requested help with delinquent taxes. Katsilometes explained the applicant is four years behind and in the tax deed process. There is a previous Commission agreement and the applicant makes the payments. The issue arises as the value has risen, so the payments are not keeping up. There are siblings on the deed so he cannot get the homeowner's exemption or PTR, but he would qualify. The Treasurer's Office recommends cancelling the 2021-2024 taxes, keeping the payment program of \$100 per month, and waiving the interest.
9:03 AM Hymas sent an appraiser out and the condition was brought down on the value. It has been indicated there are water issues. If pictures can be sent or an appraiser can visit the property to view any damage, the value could reduce more. The property is also in his mother's name, so he cannot get the PTR even though he would qualify.
9:05 AM Discussion ensued on sibling owners, responsibility for payments, payment history, subpoenas, deed research, and litigation guarantee timeline. 9:18 AM Hough moved to waive the remaining 2021 taxes of \$406 and set a meeting for three weeks with a legal notice served on the siblings. The motion passed.
- 2 9:18 AM Evans gave Landfill updates on the scale house architecture, generator valve, fees, and capacity. 9:35 AM Burmester reviewed software.
- 3 9:36 AM Crowther reviewed a camp host contract. Bullock moved to approve the camp host agreement. The motion passed.
9:42 AM Crowther reviewed a sponsorship agreement with ICCU. Hough moved to approve the contract. The motion passed. Hough amended the motion to include using DocuSign. The motion passed.
9:44 AM Crowther reviewed a tractor rental agreement. Moser moved to approve the agreement. The motion passed.
- 4 9:45 AM Staggs requested approval of the completed applications for Big Onion and Lava Ranches Phase 3 fuels reduction projects. Bullock moved to approve the amended applications. The motion passed.
- 5 9:48 AM Kendall reviewed the geotechnical report and soil samples show an additional foot of excavation is needed. This will require gravel and to save money, he requested to haul in County gravel. Public Works Director Kiel Burmester reported there is a small cost for crushed gravel of about \$1,000. Hough moved to authorize use of the gravel. The motion passed.
- 6 9:55 AM Public Works Director Kiel Burmester, Facilities Director Daniel Kendall, Business Manager and Even Director Scott Crowther, Landfill Manager Dillon Evans, and Assistant Public Works Director Buddy Romriell appeared. Crystal discussed the equipment rental process, and proposed having one rental agreement for each preapproved vendor with a list of approved vendors. Discussion ensued on liability, budgets, worker's compensation, and release of liability. The process will be further developed.
10:17 AM Crystal gave procurement updates.
- 7 9:53 AM Public Works Director Kiel Burmester also appeared. Romriell requested approval for the second road side spraying truck purchase. Moser moved to approve the vehicle purchase. The motion passed.
- 8 10:23 AM Bullock moved to approve the consent agenda. The motion passed.
- 9 Cancelled.

Action Item Summary

ACTION/DIRECTION	ASSIGNED TO
Approved amended agenda.	Clerk
Approved waiving 2021 taxes of \$406 for parcel RPRPPOC281500; and subpoena siblings for meeting in three weeks.	Treasurer/Assessor/ Resolution/Commission
Approved camp host agreement, ICCU sponsorship agreement, and Buttars Tractor rental agreement.	Parks and Rec
Approved grant applications for Big Onion and Lava Ranches fuels reduction projects.	OEM/Grant Team
Approved using gravel for YDC project.	Facilities/Public Works
Develop process and vendor list for equipment rentals.	Procurement
Approved vehicle purchase from Smith Chevrolet.	Public Works
Approved consent agenda.	Auditing/Resolution



MINUTES OF THE BOARD OF BANNOCK COUNTY COMMISSIONERS

Meeting Details

Date of Meeting:	Tuesday, March 11, 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 and Attorney Jon Radford

Agenda Details

AGENDA	
Business Meeting (action items)	
Agenda:	
1	<ul style="list-style-type: none"> Indigent Business may require an Executive Session pursuant to Idaho Code §74-206(1)(d) to consider records exempt from public disclosure (action item)
2	<ul style="list-style-type: none"> Charity Staggs, SICOG, seeking signature on Lava Ranches Memorandum of Understanding with Idaho Department of Lands (requested 5 minutes) (action item)
3	<ul style="list-style-type: none"> Kristi Klauser, Auditing, requesting to review the FY26 Budget calendar (requested 5 minutes) (action item)
4	RESOLUTIONS AND ORDINANCES (action items): Resolution No. 2025-19 Authorization and Order to Reallocate Funds Resolution No. 2025-20 Authorizing the Delegation of Authority to the Business Manager and Event Director to Negotiate and Sign Contracts Resolution No. 2025-21 Approving Tax Cancellation Requests
5	SIGNATURE ONLY (action items): Commissioner Proceedings – February 2024
6	CONSENT AGENDA (action items): <ul style="list-style-type: none"> Manual Checks Alcohol Licenses and Catering Permits Certificate of Residency Approval Salary Rate Approval Forms/Notice of Separation with Potential Executive Session under Idaho Code §74-206(1)(a)&(b) regarding personnel with potential action following adjournment of Executive Session Technology Forms Minutes: Approval of Meeting Minutes for February 27 and March 4, 2025, and Certification of Said Minutes

Meeting Notes

- 8:59 AM Hough called the meeting to order. 9:04 AM Moser moved to enter into executive session under Idaho Code §74-206(1)(d) to consider records exempt from public disclosure. The motion passed by roll call vote. 9:08 AM Hough moved to exit executive session. The motion passed. Hough shared that discussion included the request to forgive an indigent balance. Moser moved to deny the request with the information received. The motion passed.

- 2 8:59 AM Staggs reviewed the Lava Ranches Phase 2 MOU and shared legal's concerns on reimbursement. Discussion ensued on the federal funding pause. Hough moved to approve the MOU. The motion passed.
- 3 Rescheduled.
- 4 9:02 AM Hough moved to approve Resolution Numbers 2025-19, 20, and 21. The motion passed.
- 5 9:04 AM Hough reviewed the proceedings and minutes. Moser moved to approve signature. The motion passed.

Action Item Summary

ACTION/DIRECTION	ASSIGNED TO
Denied request to forgive indigent medical balance.	Indigent
Approved MOU with Idaho Department of Lands for Lava Ranches Phase 2 fuels reduction project.	OEM/Grant Team
Approved Resolution Nos. 2025-19 Authorization and Order to Reallocate Funds; 2025-20 Authorizing the Delegation of Authority to the Business Manager and Event Director to Negotiate and Sign Contracts; and 2025-21 Approving Tax Cancellation Requests.	Clerk
Approved Commissioner Proceedings and minutes.	Clerk



MINUTES OF THE BOARD OF BANNOCK COUNTY COMMISSIONERS

Meeting Details

Date of Meeting:	Thursday, March 13, 2025
Commissioners present:	Ernie Moser, Jeff Hough, and Ken Bullock
Clerk of the Board:	Nancy Allen for Jason C. Dixon
Absent Board Members:	
Staff present:	Deputy Clerk Nancy Allen, Comptroller Kristi Klauser, HR Director Matt Phillips, and Attorney Jon Radford

Agenda Details

AGENDA	
Work Session and Claims Meeting (action items)	
Agenda:	
1	<ul style="list-style-type: none"> Matthew K. Phillips, Human Resources and Risk Management Director, requesting to discuss potential job title, description and kinds and levels updates within the Facilities Department with a possible Executive Session under Idaho Code §74-206(1)(a)&(b) regarding personnel with potential action following adjournment of Executive Session (requested 10 minutes) (action item)
2	<ul style="list-style-type: none"> Diane Cano, Courts, requesting to dispose of a copier that is no longer working and too old to acquire components to fix (requested 5 minutes) (action item)
3	<ul style="list-style-type: none"> Scott Crowther, Business Manager and Event Director, requesting approval of and signatures on (1) a few waiver request from Pocatello Valley Montessori School; (2) fee reduction for the Chaparral practice; (3) rental agreement with HPC District 4 Rodeo; (4) rental agreement with District 8 Idaho High School & Jr. High Rodeo; (5) rental agreement for Mike Johnson Vegas Tuffest Qualifier Event, and; (6) contract with Highland High School/Bob Conley (requested 10 minutes) (action items)
4	<ul style="list-style-type: none"> Wes Jones, Emergency Management, providing an Emergency Management update
5	<ul style="list-style-type: none"> Kiel Burmester, Public Works, providing a Public Works update
6	<ul style="list-style-type: none"> Fair Board – Quarterly update with the Bannock County Fair board (requested 20 minutes) (potential action item)
7	<ul style="list-style-type: none"> Shanda Crystal, Procurement, providing a procurement update
8	<ul style="list-style-type: none"> Ratify signature on subpoenas (action item)
9	Consent Agenda: <ul style="list-style-type: none"> Board of Ambulance District: Invoices and Commissioner Report Board of Commissioners: Invoices, Commissioners Reports, and Credit Applications Salary Rate Approval Forms/Notice of Separation with Potential Executive Session under Idaho Code §74-206(1)(a)&(b) regarding personnel with potential action following adjournment of Executive Session Payroll Report Alcohol Licenses and Permits Certificate of Residency Approval Mileage Reimbursement Requests Technology Request Form Memorandum Authorization for Accounts Payable Cardholder User Agreement and Authorization

Meeting Notes

- 1 8:59 AM Hough called the meeting to order. Facilities Director Dan Kendall also appeared and reviewed his discussion with HR to improve the structure of the department's positions. Discussion ensued on an open position, preferred candidate, and reshuffle positions. Klauser reviewed the budget changes would be within the current budget. Moser shared concerns for making job changes. Hough moved to approve the request. The motion passed.
- 2 9:07 AM Moser moved to approve disposing of the copy machine. The motion passed.
- 3 9:07 AM Crowther
Shayla Beard from Pocatello Valley Montessori School reviewed the event to host a 5k for teacher enrichment and autism. A fee waiver is requested. Bullock moved to approve a fee waiver. The motion passed.

9:10 AM Norma Bunce with the Chaparrals Riding Group appeared requesting a fee reduction to half price. Volunteering was discussed. Moser moved to approve the request. The motion passed.

9:14 AM Doug Hopster and Travis Bell from Highland High School appeared and reviewed the Bob Conley Invitational. The event has been at the facility for eight years. Discussion ensued on charging for parking. Bullock moved to approve the agreement. The motion passed.

9:20 AM Lynette Smith and Mike Johnson appeared for the High School Districts 4 and 8 who conduct High School Rodeo meets. A fee reduction of half was requested. Hough moved to approve both contracts. The motion passed.

9:21 AM Smith explained that in between the junior high and state finals, the MJ Tuffest Qualifier has been held for youth to qualify to compete in Las Vegas. Moser moved to approve the agreement. The motion passed.
- 4 9:24 AM Jones gave updates on an ISU grant and analysis and a Wildfire Action Plan.
- 5 9:41 AM Burmester gave updates on Noxious Weed, I-15 bridge replacement in Inkom, detours, and weight limits.
- 6 10:01 AM Zachary Dame, Jamie Pehrson, D'Lyn Evans, Nikki Ennis, Alex Hauser, and Cody Miller appeared. Crowther proposed a reallocation trade of fencing panels from the fairgrounds for a water truck. Dame reviewed growth, and the increase in 4-H participants. He proposed using the fair maintenance budget to work with Farm Bureau to install a 20,000 square foot building. Moser explained an MOU is being developed for working together. The Fair Board will put together a written plan for budget discussions. Pehrson gave updates on fair planning.
- 7 10:00 AM Crystal gave updates on procurement projects.
- 8 10:24 AM Moser moved to ratify signatures on subpoenas. The motion passed.
- 9 10:24 AM The consent agenda included invoices, Commission reports, salary forms, and a memo for account payable. Bullock moved to approve the consent agenda. The motion passed.

Action Item Summary

ACTION/DIRECTION	ASSIGNED TO
Approved restructure of Facilities Department.	HR/Facilities
Approved disposal of copy machine.	Courts

Approved fee waiver for Pocatello Valley Montessori 5k; fee waiver for Chaparrals; agreements with rodeo districts 4 and 8; agreement for Mike Johnson Vegas Tuffest Qualifier; and Bob Conley Invitational.	Parks & Rec
Ratified signature on subpoenas.	Commission
Approved consent agenda.	Auditing/Resolution