



BANNOCK COUNTY COMMISSIONERS' – MEETING

Commissioners' Agenda

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

Times are subject to change within 15 minutes of the stated time.

Thursday, September 18, 2025

9:30 AM Business Meeting (action items)

Agenda:

- Tammy Harman, seeking to discuss a donation of a park bench for the Portneuf Wellness Complex (requested 15 minutes) (action item)
- Anita Hymas, Assessor, regarding signature on Tax Cancellation Request (requested 5 minutes) (action item)
- Matt Olsen, Juvenile Justice, seeking approval to dispose (1) items that have been offered to County Departments and not claimed, and (2) documents as listed (requested 10 minutes) (action item)
- Daniel Kendall, Chief Building Officer, providing a monthly facilities update
- Kristi Klauser, Auditing, requesting to discuss access controls/fobs and keypads for the Exhibit Hall (requested 10 minutes) (action item)
- Shanda Crystal, Procurement, regarding (1) a discussion pertaining to bids received for the Landfill Entrance Construction ITB, (2) potential signature on contract with Boatman and Sons Cleaning for Janitorial Services, and (3) provide a procurement update (requested 10 minutes) (action items)

- Kristi Davenport, Commission Office, requesting a discussion pertaining to the Bannock County History Book sets (requested 5 minutes) (action item)
- Discussion regarding Juneteenth (requested 5 minutes) (action item)
- Discussion pertaining to a master plan for the Event Center (requested 10 minutes) (action item)
- Signature on FY26 Annual Law Enforcement Agreements with south County cities (action items)
- (AMENDED to include) Signature on a Passthrough Funds Recipient Agreement with the Department of Juvenile Corrections (action item)

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

10:00 AM Bid Opening for Winter Road Salt Invitation to Bid (action item)

11:00 AM State Flood Plain Meeting (potential action) *(NOTE: This meeting will be held at the Bannock County Landfill - 1500 N. forth Hall Mine Road, Pocatello, Idaho)*

1:00 PM Work Session for Energy Ordinance (potential action item)



FOR COMMISSION OFFICE USE:	
DATE _____	TIME _____

Agenda Request Form

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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: Tammy Harman

Phone/Email: [REDACTED]

Item to be considered: Donated Park Bench for Portneuf Wellness Complex

Informational background:

Kelly Harman died in December 2024. Tyler Wheatley contacted N

1. What meeting are you requesting? 8/19/25 ⁺ 9/16/25
2. How much time will be needed for this agenda item? 15 minutes
3. Is Commission action requested (decision, approval, signature, or guidance)? Approval
4. Does this request involve a contract, agreement, external funding source, or award acceptance? NO
5. What is the potential financial impact of this request? none
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:

Details for the Bench at the Portneuf.

Kelly Harman passed away December 10, 2024. Kelly purchased Harley as a puppy in October 2020. From that time forth, they walked nearly daily, even in the dead of winter, you would find them bundled and walking. During the most difficult times in his Cancer treatment, walking Harley was a driving force in keeping Kelly moving. He would say to Harley, "Let's go to Harley's Park".

At his death, Stephanie Harman, his daughter n law, suggested "in lieu of flowers", asking that donations be made for a park bench to be placed at the Wellness Center in Kelly and Harley's memory. We shared the idea with Tyler Wheatley. He contacted Mr. Moser and presented the idea and Mr. Moser indicated he could give a preliminary approval to move forward.

This is just to share our ideas for the Bench that the Harman Family and friends would like to donate to the Portneuf Wellness complex.

Attached is a picture draft for the suggested design of the bench. We are contracting with Premier Metal Works in Salt Lake City to build the bench.

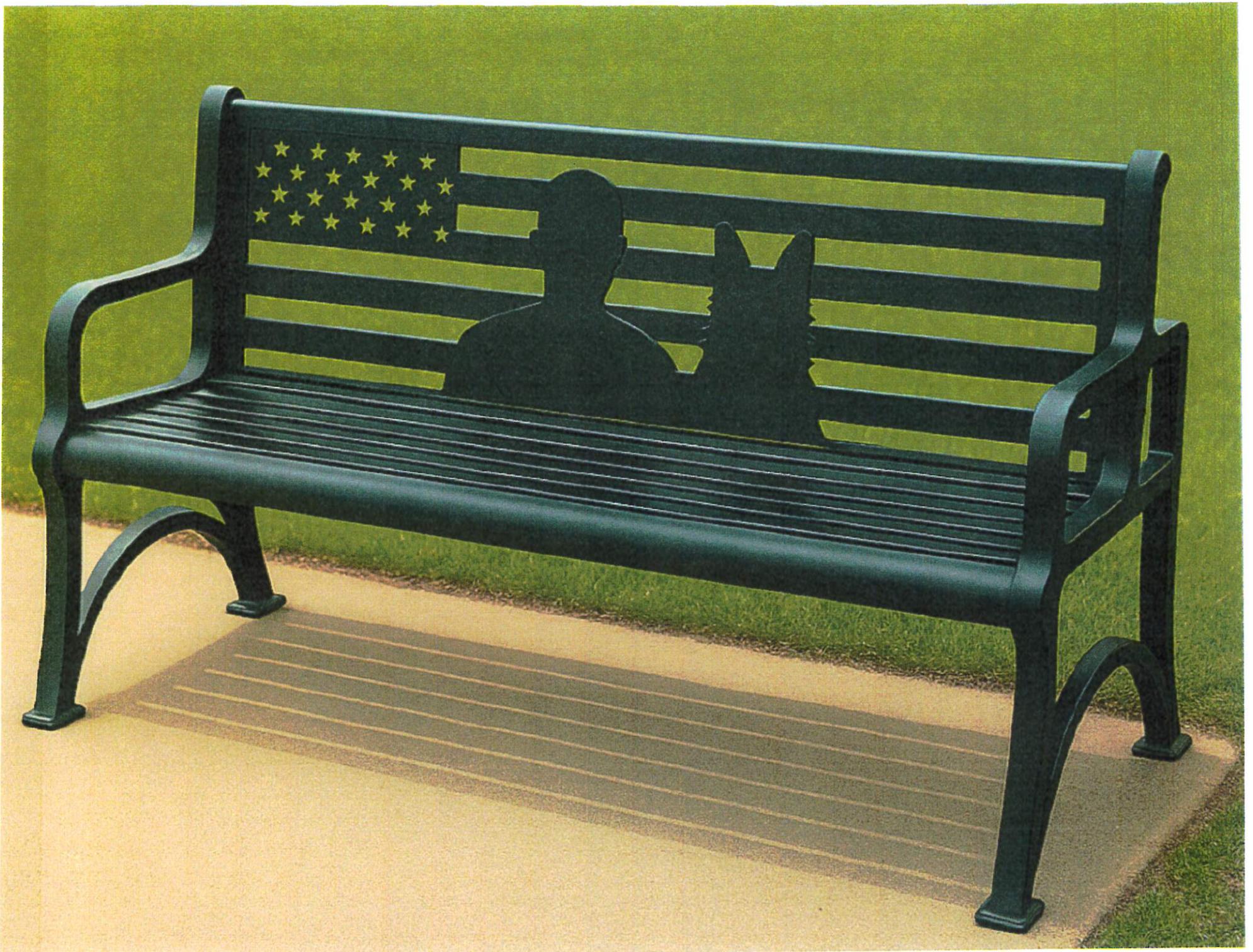
There are no benches except those at the basketball court on the North side of the complex. We propose adding a bench and if affordable, 2 benches on the Northwest side above the Amphitheater. Pictures of possible sites are attached.

Gene Crandall has done much concrete work and would be willing to donate his time to set the bench, or we can hire Jacob Beard (a concrete contractor). We need to know if the county would prefer a slab under the whole bench or just concrete under the legs of the bench.

Also, Gene Crandall would like to donate a tree to be placed near the bench. If acceptable, what kind of tree would be preferred. Possibly a Linden?



HARLEY'S PARK











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:

Randy Hobson

Department:

Assessor

Requestor Email:

randyh@bannockcounty.gov

Item(s) to be considered:

Tax Cancellation

Date of meeting being requested:

09/18/2025

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:

Anita Hymas



**BANNOCK COUNTY
ASSESSOR'S OFFICE**

130 N. 6TH AVE., Pocatello, ID 83201
P.O. Box 4969, Pocatello, ID 83205

ANITA HYMAS
Assessor

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

Sept 18, 2025

Honorable Commissioners
Jeff Hough, Chairman
Bannock County Courthouse
Pocatello, Idaho 83205

Honorable Commissioners:

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

PARCEL NUMBER	OWNER	EXPLANATION	MARKET VALUE CANCELLATION
RPRPHA1000500	Honas, Kreighton	HEX removed in error	\$110,877

Sincerely,

Handwritten signature of Anita Hymas in black ink.

Anita Hymas
Bannock County Assessor
CC: TRSR; FILE

BANNOCK COUNTY COMMISSIONERS

Chairman

Commissioner

Commissioner

9-18-25

BANNOCK COUNTY COMMISSIONERS
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Requestor Name:

Matt Olsen

Department:

Bannock County Juvenile Justice

Requestor Email:

matto@bannockcounty.gov

Item(s) to be considered:

Requesting approval to dispose of items in the attached document or a non-profit agency. These items are currently in the YDC Building. Computer services has advertised these items to other county departments.

Date of meeting being requested:

09/18/2025

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:

Dan Montgomery

Memo

From: Bannock County Juvenile Justice

Date: September 18, 2025

Re: Authorization to dispose property

Dear Commissioners,

The Bannock County Juvenile Justice is requesting authorization from the Bannock County Commissioners to dispose of Juvenile Justice property. The items listed have been offered to Bannock County departments and have not been claimed.

Property to be disposed (see attached pictures):

- Tables
- 4 tires
- Filing cabinets
- Cubical pieces
- Wood table
- Vacuum
- Books
- Book Shelves

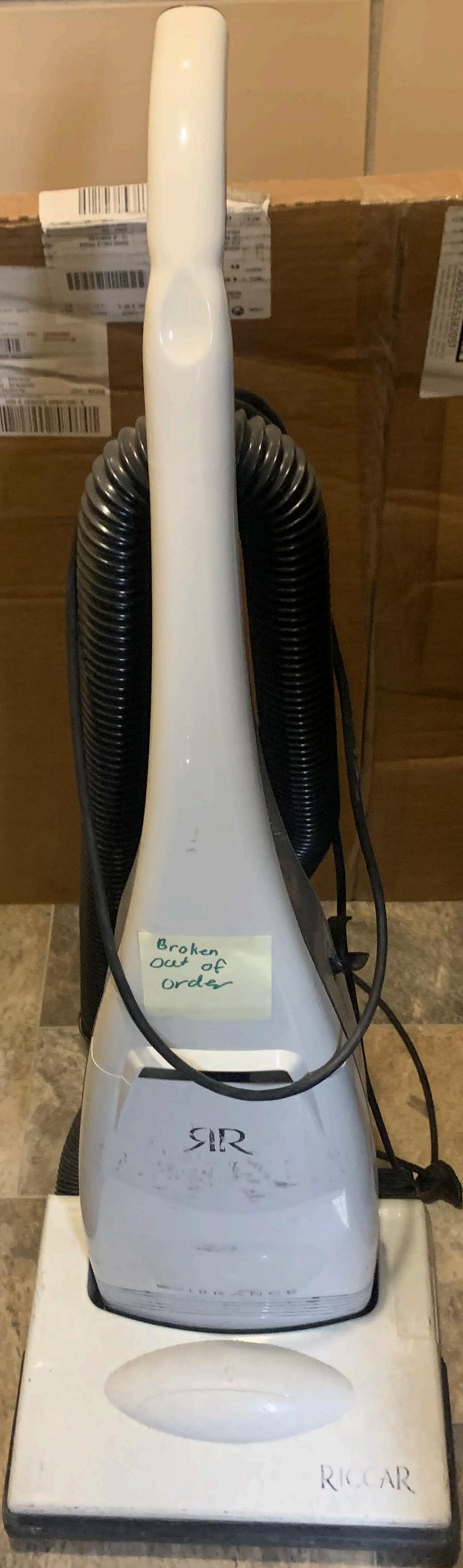
Thank you for your consideration in this matter.

BANNOCK COUNTY COMMISSIONERS

Jeff Hough, Chairman

Ernie Moser, Commissioner

Ken Bullock, Commissioner



Broken
Out of
Order

RICCAR

RICCAR

38205

PREMIUM





Stackable
19" x 24" x 42"
1/2" x 1/2" x 1/2"
1/2" x 1/2" x 1/2"



DISCOVERER

S/T

GOODYEAR

225/75R16 M+S
MOUNT ONLY ON 16 HIGH BEAM

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LT225/75R16

2000 1000 1000 1000

WARNING
PREMISES
PROTECTED BY
24 HOUR
VIDEO
SURVEILLANCE



PACKING LIST ENCLOSED

80486602

1/6

592940

ITEM: HLM BNT SOLSTI
ITEM NO: 592940

PCS
KGS







LT 225/75R16 M+S
MOUNT ONLY ON 16 INCH RIM

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LOAD RANGE E

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THE

LT 225/75R16

BANNOCK COUNTY COMMISSIONERS

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Requestor Name:

Matt Olsen

Department:

Bannock County Juvenile Justice

Requestor Email:

matto@bannockcounty.gov

Item(s) to be considered:

Requesting approval to dispose of documents in the following categories.
Juvenile Probation Case files from years 2017 and prior.
Receipt Books for probation and diversion fees for years 2012 and prior.
YDC student attendance records
Educational lesson plans for YDC
Copies of receipts and invoices from the Juvenile Workshop Trust budget 2013

Date of meeting being requested:

09/18/2025

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:

Dan Montgomery

Memo

From: Bannock County Juvenile Justice

Date: September 18, 2025

Re: Authorization to dispose documents

Dear Commissioners,

The Bannock County Juvenile Justice is requesting authorization from the Bannock County Commissioners to dispose of Juvenile Justice documents according to the records destruction schedule set forth by the Bannock County Clerk's Office.

Documents for disposal:

- Juvenile Probation Case Files from years 2017 and prior
- Receipt books for probation and diversion fees for years 2012 and prior
- YDC student attendance records
- Educational lesson plans for YDC
- Copies of receipts and invoices from the Juvenile Workshop Trust budget 2013

Thank you for your consideration in this matter.

BANNOCK COUNTY COMMISSIONERS

Jeff Hough, Chairman

Ernie Moser, Commissioner

Ken Bullock, Commissioner

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Requestor Name:

Daniel Kendall

Department:

Buildings and Grounds

Requestor Email:

danielk@bannockcounty.us

Item(s) to be considered:

Providing a monthly buildings and grounds update

Date of meeting being requested:

09/18/2025

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:

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Requestor Name:

Kristi Klauser

Department:

Auditing

Requestor Email:

kristik@bannockcounty.us

Item(s) to be considered:

Discuss access controls/fobs & keypads for exhibit hall.

Date of meeting being requested:

09/18/2025

Time requested:

10 Minutes

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

No

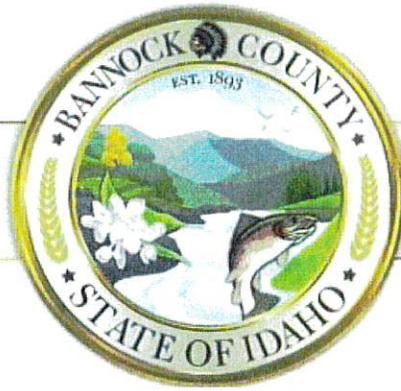
Contract/Agreement Begin Date:

Contract/Agreement End Date:

List of additional attendees:

Dan Kendall

BANNOCK COUNTY COMMISSIONERS
624 E. Center, Pocatello, ID 83201
Phone: (208) 236-7210 • Fax: (208) 234-7363



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AGENDA REQUEST FORM

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

Name/Department:

Shanda Crystal/Chief Procurement Officer

Item to be considered/background:

Request to discuss 1) bids received for the Landfill Entrance Construction ITB, 2) potential signature on contract with Boatman and Sons Cleaning for Janitorial Services, 3) procurement update

How much time will be needed? Meeting date requested:

10 minutes

9/18/25

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:

Dillon Evans and Daniel Kendall

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

Commissioner Office Only:

Date: 9/18/25 Time: _____



Independent Contactor Agreement

Procurement Contract Number 2025.012

Project Name: Janitorial Services

PROVIDER: Boatman & Sons Cleaning, LLC

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

THE PARTIES AGREE AS FOLLOWS:

1. **SCOPE OF WORK:** COUNTY engages PROVIDER to perform the work associated with the Bannock County Janitorial Services Request for Proposals as referenced and incorporated hereto.

2. **EFFECTIVE DATE:** Contract for said services rendered from October 1, 2025 through March 31, 2029 with two (2) additional one-year terms available for automatic renewal upon approved funding and satisfactory contract performance.

3. **COMPENSATION:** COUNTY agrees to pay PROVIDER for their services rendered under this Agreement an amount not to exceed the total sum of \$ 118,089.60. The parties agree that PROVIDER will invoice COUNTY monthly for payment under this Agreement for services rendered herein. PROVIDER verifies that it has reviewed the scope of work to be performed under this Agreement and agrees that in PROVIDER's professional judgement, the work can and shall be completed for costs within the maximum amount set forth in this Agreement.

4. **NOTICES:** Any and all notices required or permitted to be given by either party hereto, unless otherwise stated in this Agreement, shall be in writing and be deemed communicated when mailed in the United States mail, certified, return receipt requested, addressed as follows:

Bannock County
Commission Office
624 East Center, Room 101
Pocatello, Idaho 83201

Boatman & Sons Cleaning, Inc.
Kris Boatman
6513 Red Bluff Lane
Idaho Falls, Idaho 83406

Either party may change their address for the purpose of this paragraph by giving written notice of such change to the other in the manner provide by Section 4 (Notices) herein.

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

6. **BACKGROUND CHECKS:** PROVIDER will supply COUNTY with information needed to process a background check on PROVIDER employees working under this agreement.

7. **BEST EFFORTS:** PROVIDER represents that PROVIDER will always faithfully, industriously and to the best of its ability, experience and talent, perform to COUNTY's reasonable satisfaction.

8. **INSPECTION:** COUNTY staff will inspect areas daily and inform PROVIDER of any deficient or unsatisfactory services by text or email.

9. **FEDERAL, STATE, AND LOCAL PAYROLL TAXES:** Neither federal, state or local income taxes, nor payroll taxes of any kind shall be withheld and paid by COUNTY on behalf of PROVIDER or



Independent Contactor Agreement

Procurement Contract Number 2025.012

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

10. LICENSES AND LAW: COUNTY relies upon *PROVIDER*'s professional ability and training as material inducement to enter into this agreement. *PROVIDER* represents that it possesses the skill and experience necessary, and all licenses required to perform the services under this agreement. *PROVIDER* further agrees to comply with all applicable laws in the performance of the services hereunder. COUNTY's acceptance of *PROVIDER*'s work shall not constitute a waiver or release of *PROVIDER* from professional responsibility.

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

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

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

14. FORCE MAJEURE: This Agreement is subject to force majeure, including without limitation, accidents, acts of God, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, fire, explosion, vandalism, storm, weather conditions, orders or acts of military or civil authority, national emergencies, insurrections, riots, wars, or other delays beyond the reasonable control of the parties. The *PROVIDER* shall not be held responsible for reasonable delays caused by such events but shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance. Shortage of available labor shall not be considered excusable under this force majeure clause.

15. ASSIGNMENT: It is expressly agreed and understood by the parties hereto, that *PROVIDER* shall not have the right to assign, transfer, hypothecate or sell any of its rights under this Agreement except upon the prior express written consent of COUNTY.

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

The party desiring the revision shall request amendment(s) to the terms and conditions of this Agreement in writing. Any adjustment to this Agreement shall be effective only upon the parties' mutual execution of an amendment in writing.

No verbal agreements or conversations prior to execution of the Agreement or requested amendment shall affect or modify any of the terms or conditions of this Agreement unless reduce to writing according to the applicable provisions of this Agreement.

17. NON-APPROPRIATION: Expenditures not appropriated by COUNTY in it's current fiscal year budget are deemed to be contingent liabilities only and are subject to appropriation in subsequent fiscal year budgets. In the event no funds or insufficient funds are appropriated and budgeted in any subsequent fiscal period by COUNTY for performance under this Agreement, COUNTY shall notify the other party(ies) and this Agreement shall terminate. Payments under this agreement shall be completed



Independent Contactor Agreement

Procurement Contract Number 2025.012

to the date of notification, except that no payment shall be made or due under this Agreement beyond those amounts appropriated and budgeted by COUNTY to fund payments under this Agreement.

18. REMEDIES FOR NON-PERFORMANCE: In the event the PROVIDER fails to perform the services required under this Agreement in accordance with its terms, the COUNTY may, after providing written notice of such failure and a reasonable opportunity to cure (not to exceed three [3] calendar days unless otherwise agreed), exercise one or more of the following remedies:

1. Require the PROVIDER to promptly re-perform, at no additional cost to the COUNTY, any work determined to be deficient or unsatisfactory;
2. Withhold payment, in whole or in part, until such deficiencies are corrected;
3. Obtain substitute services from another source, and charge the PROVIDER for any additional costs incurred by the County;
4. Pursue any other remedy available at law or equity.

If, in the sole discretion of the COUNTY, the PROVIDER's failure to perform creates an immediate risk to public health, safety, or the protection of COUNTY facilities, the COUNTY may, without prior notice, obtain substitute janitorial services and charge the PROVIDER for any and all costs incurred.

Repeated or material failures by the PROVIDER to provide services in accordance with the Agreement shall constitute cause for termination. Upon such termination, the COUNTY may procure substitute janitorial services and the PROVIDER shall be liable for any additional costs incurred by the COUNTY through the completion of the contract term.

19. CUMULATIVE REMEDIES: The remedies provided herein shall be cumulative and not exclusive, and the COUNTY's decision to exercise any remedy shall not be deemed a waiver of its right to pursue additional remedies.

20. TERMINATION FOR CAUSE: If, through any cause, PROVIDER shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if PROVIDER shall violate any of the covenants, agreements, or stipulations, of this Agreement, COUNTY shall thereupon have the right to terminate this Agreement by giving written notice to PROVIDER of such termination and specifying the effective date thereof at least fifteen (15) days before the effective date of such termination, If this Agreement is terminated for cause, PROVIDER shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

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

21. TERMINATION FOR CONVENIENCE: Either COUNTY or PROVIDER may terminate this Agreement at any time by giving at least fifteen (15) days' notice in writing. If the Agreement is terminated by COUNTY as provided herein, PROVIDER will be paid an amount which bears the same ratio to the total compensation as the work actually performed bear to the total services of PROVIDER covered by this Agreement, less payments of compensation previously made. If this Agreement is terminated due to the fault of PROVIDER, Section 20 (Termination for Cause) hereof relative to termination will apply.

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



Independent Contactor Agreement

Procurement Contract Number 2025.012

23. INDEMNITY AND INSURANCE PROVISIONS: As respects all acts or omissions which do not arise directly out of the performance of professional services including, but not limited to those acts or omissions normally covered by general and automobile liability insurance, PROVIDER agrees to indemnify, defend (at COUNTY's option), and hold harmless COUNTY, its officers, agents, employees, representatives, and volunteers from and against any and all claims, demands, defense costs, liability, or consequential damages of any kind or nature arising out of or in connection with PROVIDER's (or PROVIDER's subcontractors, if any) performance or failure to perform, under the terms of this contract; excepting those which arise out of the sole negligence of COUNTY.

Without limiting COUNTY's right to indemnification, it is agreed that PROVIDER shall secure prior to commencing any activities under this Agreement, and maintain during the term of this Agreement, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under this Agreement and the result of that work by PROVIDER, PROVIDER's agents, representatives, employee, or sub-PROVIDERS. Minimum insurance coverage as follows:

1. Worker's compensation insurance as required by Idaho statutes.
2. Comprehensive general liability insurance or commercial general liability insurance, including coverage for premises, operations, products and completed operations, contractual liability, personal injury liability, products/completed operations liability, broad-form property damage (if applicable) and independent PROVIDER's liability (if applicable), in an amount of not less than Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury, personal injury and property damage, or the full per occurrence limits of the policy, whichever is greater, combined single limit, written on an occurrence form.
3. Comprehensive automobile liability coverage including, as applicable, owned, non-owned and hired autos, in an amount of not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage, combined single limit, written on an occurrence form.

COUNTY is hereby authorized to reduce the requirements set forth above in the event it determines that such reduction is in COUNTY's best interest.

Each insurance policy required by this Agreement shall contain the following clauses:

1. This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice has been given to the Auditing Department of COUNTY.
2. It is agreed that any insurance maintained by COUNTY shall apply in excess of and not contribute with insurance provided by this policy.

Each insurance policy required by this Agreement, excepting policies for worker's compensation, shall contain the following clause:

COUNTY, its officers, agents, employees, representatives and volunteers are added as additional insureds as respects operations and activities of, or on behalf of, the named insured, performed under contract with COUNTY. Prior to commencing any work under this Agreement, PROVIDER shall deliver to COUNTY insurance certificates confirming the existence of the insurance required by this Agreement, and including the applicable clauses referenced above. Also, within thirty (30) days of the execution date of this Agreement, PROVIDER shall provide to COUNTY endorsements to the above-required policies, which add to these policies the applicable clauses referenced above. Said endorsements shall be signed by an authorized representative of the insurance company and shall include the signature's company affiliation and title. Should it be deemed necessary by COUNTY, it shall be PROVIDER's responsibility to see that COUNTY receives documentation acceptable to COUNTY which sustains that the individual signing said endorsements is indeed authorized to do so by the insurance company. Also, COUNTY has the right to demand, and to receive within a reasonable time period, copies of any insurance policies required under this Agreement.



Independent Contactor Agreement

Procurement Contract Number 2025.012

In addition to any other remedies COUNTY may have if PROVIDER fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, COUNTY may, at its sole option:

1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
 - a. Order PROVIDER to stop work under this Agreement and/or withhold any payment(s) which become due to PROVIDER hereunder until PROVIDER demonstrates compliance with the requirements hereof.
 - b. Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies COUNTY may have and is not the exclusive remedy for PROVIDER's failure to maintain insurance or secure appropriate endorsements.

Nothing herein contained shall be construed as limiting in any way the extent to which PROVIDER may be held responsible for payments of damages to persons or property resulting from PROVIDER's, or its subcontractor's, performance of the work covered under this Agreement.

If PROVIDER maintains higher limits than the minimums shown above, COUNTY is entitled to coverage for the higher limits maintained by PROVIDER. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to the COUNTY. No representation is made that the minimums shown above are sufficient to cover the indemnity or other obligations of the PROVIDER under this Agreement.

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

25. CHOICE OF LAW: The parties have executed and delivered this Agreement in the County of Bannock, State of Idaho. The laws of the State of Idaho shall govern the validity, enforceability, or interpretation of the Agreement. Bannock County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Agreement. Any dispute under this Agreement, or related to this Agreement, shall be decided in accordance with the laws of the State of Idaho.

26. CONFLICTS IN THE AGREEMENT DOCUMENTS: The Agreement documents are intended to be complementary and interpreted in harmony so as to avoid conflict. In the event of conflict in the Agreement documents, the parties agree that the document providing the highest quality and level of services to the County shall supersede any inconsistent term in these documents.

27. ANTI-BOYCOTT AGAINST ISRAEL ACT: If this Agreement has a total potential value of \$100,000 or more and if PROVIDER is a company with ten (10) or more employees, then pursuant to Idaho Code §67-2346, PROVIDER affirmatively states that it does not boycott Israel and will not boycott Israel during the term of this Agreement. In this paragraph, the terms "company" and "boycott Israel" shall have the meanings described in Idaho Code §67-2346.

28. ENTIRE AGREEMENT: This is the entire Agreement, including any exhibits referenced, between the parties and there are no inducements, promises, terms, conditions, or obligations made or entered into by COUNTY or PROVIDER other than those contained in it. Parties acknowledge this Agreement can only be modified or amended in writing by the parties.

29. SEVERABILITY: If any part of this Agreement is held unenforceable, the remaining portions of the Agreement will nevertheless remain in full force and effect.



Independent Contactor Agreement

Procurement Contract Number 2025.012

30. ATTORNEY FEES: Reasonable attorney fees shall be awarded to the prevailing party in any action to enforce this Agreement or to declare forfeiture or termination of this Agreement.

31. SIGNATURE AUTHORITY: The parties executing this agreement certify that they have the proper authority to bind their respective entities to all terms and conditions set forth in this agreement.

DATED this Sept day of 9th, 2025.

COUNTY:

BANNOCK COUNTY COMMISSIONERS
9-18-2025

Jeff Hough, Chairman

Ernie Moser, Commissioner

Ken Bullock, Commissioner

ATTEST:

Clerk of Bannock County

PROVIDER:

Boatman & Sons Cleaning, LLC

By [Signature]

(Name)

Its owner

(Title or Office)

WITNESS: [Signature]

(Signature of Witness or Notary Public)

9/18/2025	Bids in progress	Active Bids	Closed Bids	Projects in progress	Projects Completed
	0	2	17	2	15
Active	Department	Description	Budget Allocated	Status Update	Procurement Metrics
Yes	Road & Bridge	Road Salt	\$	9/18 Bid opening; 9/17 bids due	
Yes	Road & Bridge	Roof Replacement	500,000	9/18 Issue addendum; 9/15 questions are due; 9/5 & 8/29 published in ISJ	
No*	Landfill	Scale House Project	3,981,861	9/18 bids under review; 9/3 ITBs due; 8/22 issued addendum #1; 8/18 questions due	
No*	Facilities	Janitorial Services	FY26/27	9/9 BOCC awarded contract to Boatman & Sons Cleaning, LLC	
No	Event Center	Tractor	\$	7/14 approved Sourcewell contract with Titan Machinery	
No	Ambulance	(3) Power Load Devices	201,691	5/13 approved Sourcewell contract with Stryker Sales, LLC	
No	Road & Bridge	Chip Seal Aggregate	200,000	5/13 BOCC awarded contract to Depatco	
No	Road & Bridge	Road Striping & Paint	320,000	4/25 BOCC awarded contract to Idaho Traffic Safety	
No	Road & Bridge	Road Oil	713,255	4/14 approved piggyback PCHD contract with Idaho Asphalt Supply	
No	Detention Center	Diesel Generator/Fuel Tank	300,000 Project total	4/10 approved piggyback Sourcewell contract with Western States	
No	Road & Bridge	Hot Mix Asphalt	742,500	4/14 approved piggyback City of Pocatello contract with Mickelsen Construction, Inc	

* Project in progress



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 Davenport

Department:

Commission

Requestor Email:

kristid@bannockcounty.gov

Item(s) to be considered:

Bannock County History Books

Date of meeting being requested:

09/18/2025

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:

Kristi Klauser



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:

Commission

Department:

Commission

Requestor Email:

commission@bannockcounty.gov

Item(s) to be considered:

Discussion pertaining to Juneteenth

Date of meeting being requested:

09/18/2025

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:



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:

Jeff Hough

Department:

Commission

Requestor Email:

commission@bannockcounty.gov

Item(s) to be considered:

Discussion pertaining to the master plan for the Event Center

Date of meeting being requested:

09/18/2025

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

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:

Tereca Argyle / Sheriff's Office

Item to be considered/background:

FY26 Annual Law Enforcement Agreements for Cities

How much time will be needed? Meeting date requested:

Signature Only

9/18/25

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:

N/A - Signature Only

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

Commissioner Office Only:

Date: 9/18/25 Time: _____



ORIGINAL

PROFESSIONAL SERVICES AGREEMENT

AGREEMENT made between the **City of Arimo** a political subdivision of the state of Idaho, herein "**MUNICIPALITY**" and the **COUNTY OF BANNOCK AND THE BANNOCK COUNTY SHERIFF** herein "**COUNTY**".

THE PARTIES AGREE AS FOLLOWS:

1. **SCOPE OF WORK:** *MUNICIPALITY* engages *COUNTY* to provide trained law enforcement officers to patrol, investigate and enforce the laws of the State of Idaho.
 - a. *COUNTY* will provide electronic monthly reports of activity in the *MUNICIPALITY*. This report shall be available by the 7th of each month.
 - b. This agreement does not extend to the enforcement or investigation of violations of municipal codes or ordinances.
 - c. However, the *COUNTY* will engage in assisting *MUNICIPALITY* to serve a citation brought forward pursuant to municipal codes or ordinances.
2. **EFFECTIVE DATES:** This contract will run from **October 1, 2025** through **September 30, 2026**.
3. **PATROL TIME:** *COUNTY* agrees to provide patrol time within the Municipality at the rate of no less than 5 hours per **month**.
4. **PAYMENT:** *MUNICIPALITY* agrees to pay *COUNTY* for services rendered under this Agreement in the amount of **\$42.89** per **hour**. *COUNTY* agrees to submit a written financial statement that outlines the services rendered and *MUNICIPALITY* agrees to make payment within thirty (30) days.
5. **RIGHT OF CONTROL:** *MUNICIPALITY* agrees that it will have no right to control or direct the details, manner, or means by which *COUNTY* accomplishes the results of the services performed hereunder. *COUNTY* has no obligation to work any particular hours or days. *COUNTY* agrees, however, that its other contracts or services shall not interfere with the performance of the services rendered under this Agreement.
6. **INDEPENDENT CONTRACTOR RELATIONSHIP:** *COUNTY* is an independent contractor and is not an employee, servant, agent, partner, or joint venturer of *MUNICIPALITY*. *COUNTY* shall determine the means by which it accomplishes the work specified by *MUNICIPALITY*.
7. **FEDERAL, STATE, AND LOCAL PAYROLL TAXES:** Neither federal, state or local income taxes, nor payroll taxes of any kind shall be withheld and paid by *MUNICIPALITY* on behalf of *COUNTY* or the employees of *COUNTY*. *COUNTY* shall not be treated as an employee with respect to the services performed

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

8. **FRINGE BENEFITS:** Because COUNTY is an independent entity, COUNTY is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plans of MUNICIPALITY.
9. **WORKER'S COMPENSATION:** COUNTY shall maintain in full force and effect worker's compensation for any agents, employees, and staff that the COUNTY may employ.
10. **EQUIPMENT, TOOLS, MATERIALS OR SUPPLIES:** COUNTY shall supply, at COUNTY's sole expense, all equipment, tools, materials and/or supplies to accomplish the services to be provided herein except as provided herein:
 - a. The MUNICIPALITY shall provide a comfort station for Patrol Officers.
11. **NONWAIVER:** Failure of either party to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.
12. **INDEMNIFICATION:** Except as precluded by applicable law (including the limitations prescribed by the laws of the state of Idaho and, to the extent required by such laws, the lawful policies promulgated by the COUNTY), the COUNTY shall indemnify and hold MUNICIPALITY harmless for injury (physical or otherwise) or death to persons or damage to property arising from acts or omissions of the COUNTY and COUNTY'S employees, agents, and representatives. COUNTY'S liability coverage is self-funded and administered by the State of Idaho Risk Management Program. This indemnity shall not extend the responsibility or liability of County beyond that allowed by applicable law, including without limit and to the extent applicable, the Idaho Tort Claims Act. The parties further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Idaho; (2) the consent of the County or its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the County.

Except as precluded by applicable law (including the limitations prescribed by the laws of the state of Idaho and, to the extent required by such laws, the lawful policies promulgated by MUNICIPALITY), the MUNICIPALITY shall indemnify and hold COUNTY harmless for injury (physical or otherwise) or death to persons or damage to property arising from acts or omissions of the MUNICIPALITY and MUNICIPALITY's employees, agents, and representatives. MUNICIPALITY's liability coverage is self-funded and administered by the State of Idaho Risk Management Program. This indemnity shall not extend the responsibility or liability of County beyond that allowed by applicable law, including without limit and to the extent applicable, the Idaho Tort Claims Act. The parties further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Idaho; (2) the consent of the County or its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the County.

13. **CHOICE OF LAW:** Any dispute under this Agreement, or related to this Agreement, shall be decided in accordance with the laws of the state of Idaho.
14. **SEVERABILITY:** If any part of this Agreement is held unenforceable, the remaining portions of the Agreement will nevertheless remain in full force and effect.
15. **TERMINATION OF CONTRACT:** The contract may be terminated at any time but only by 30 days written notice by either party.
16. **ENTIRE AGREEMENT:** This is the entire Agreement of the parties and can only be modified or amended in writing by the parties.

SIGNATURE PAGE TO FOLLOW

SIGNATURE PAGE

MAYOR OF MUNICIPALITY:

Signature: Loonise J. Gunter

Name: Loonise J. Gunter

Date: 9-10-2025

COUNTY COMMISSIONER:

Signature: _____

Name: Jeff Hough

Date: 9-18-25

BANNOCK COUNTY CLERK:

Signature: _____

Name: _____

Date: _____

BANNOCK COUNTY SHERIFF:

Signature: Tony T. Manu

Name: Tony T. Manu

Date: 9-10-2025

ORIGINAL



PROFESSIONAL SERVICES AGREEMENT

AGREEMENT made between the **City of Downey** a political subdivision of the state of Idaho, herein "**MUNICIPALITY**" and the **COUNTY OF BANNOCK AND THE BANNOCK COUNTY SHERIFF** herein "**COUNTY**".

THE PARTIES AGREE AS FOLLOWS:

1. **SCOPE OF WORK:** *MUNICIPALITY* engages *COUNTY* to provide trained law enforcement officers to patrol, investigate and enforce the laws of the State of Idaho.
 - a. *COUNTY* will provide electronic monthly reports of activity in the *MUNICIPALITY*. This report shall be available by the 7th of each month.
 - b. This agreement does not extend to the enforcement or investigation of violations of municipal codes or ordinances.
 - c. However, the *COUNTY* will engage in assisting *MUNICIPALITY* to serve a citation brought forward pursuant to municipal codes or ordinances.
2. **EFFECTIVE DATES:** This contract will run from **October 1, 2025** through **September 30, 2026**.
3. **PATROL TIME:** *COUNTY* agrees to provide patrol time within the Municipality at the rate of no less than **59.5** hours per **month**.
4. **PAYMENT:** *MUNICIPALITY* agrees to pay *COUNTY* for services rendered under this Agreement in the amount of **\$42.89** per **hour**. *COUNTY* agrees to submit a written financial statement that outlines the services rendered and *MUNICIPALITY* agrees to make payment within thirty (30) days.
5. **RIGHT OF CONTROL:** *MUNICIPALITY* agrees that it will have no right to control or direct the details, manner, or means by which *COUNTY* accomplishes the results of the services performed hereunder. *COUNTY* has no obligation to work any particular hours or days. *COUNTY* agrees, however, that its other contracts or services shall not interfere with the performance of the services rendered under this Agreement.
6. **INDEPENDENT CONTRACTOR RELATIONSHIP:** *COUNTY* is an independent contractor and is not an employee, servant, agent, partner, or joint venturer of *MUNICIPALITY*. *COUNTY* shall determine the means by which it accomplishes the work specified by *MUNICIPALITY*.
7. **FEDERAL, STATE, AND LOCAL PAYROLL TAXES:** Neither federal, state or local income taxes, nor payroll taxes of any kind shall be withheld and paid by *MUNICIPALITY* on behalf of *COUNTY* or the employees of *COUNTY*. *COUNTY* shall not be treated as an employee with respect to the services performed

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

8. **FRINGE BENEFITS:** Because COUNTY is an independent entity, COUNTY is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plans of MUNICIPALITY.
9. **WORKER'S COMPENSATION:** COUNTY shall maintain in full force and effect worker's compensation for any agents, employees, and staff that the COUNTY may employ.
10. **EQUIPMENT, TOOLS, MATERIALS OR SUPPLIES:** COUNTY shall supply, at COUNTY's sole expense, all equipment, tools, materials and/or supplies to accomplish the services to be provided herein except as provided herein:
 - a. The MUNICIPALITY shall provide a comfort station for Patrol Officers.
11. **NONWAIVER:** Failure of either party to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.
12. **INDEMNIFICATION:** Except as precluded by applicable law (including the limitations prescribed by the laws of the state of Idaho and, to the extent required by such laws, the lawful policies promulgated by the COUNTY), the COUNTY shall indemnify and hold MUNICIPALITY harmless for injury (physical or otherwise) or death to persons or damage to property arising from acts or omissions of the COUNTY and COUNTY'S employees, agents, and representatives. COUNTY'S liability coverage is self-funded and administered by the State of Idaho Risk Management Program. This indemnity shall not extend the responsibility or liability of County beyond that allowed by applicable law, including without limit and to the extent applicable, the Idaho Tort Claims Act. The parties further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Idaho; (2) the consent of the County or its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the County.

Except as precluded by applicable law (including the limitations prescribed by the laws of the state of Idaho and, to the extent required by such laws, the lawful policies promulgated by MUNICIPALITY), the MUNICIPALITY shall indemnify and hold COUNTY harmless for injury (physical or otherwise) or death to persons or damage to property arising from acts or omissions of the MUNICIPALITY and MUNICIPALITY's employees, agents, and representatives. MUNICIPALITY's liability coverage is self-funded and administered by the State of Idaho Risk Management Program. This indemnity shall not extend the responsibility or liability of County beyond that allowed by applicable law, including without limit and to the extent applicable, the Idaho Tort Claims Act. The parties further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Idaho; (2) the consent of the County or its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the County.

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15. **TERMINATION OF CONTRACT:** The contract may be terminated at any time but only by 30 days written notice by either party.
16. **ENTIRE AGREEMENT:** This is the entire Agreement of the parties and can only be modified or amended in writing by the parties.

SIGNATURE PAGE TO FOLLOW

SIGNATURE PAGE

MAYOR OF MUNICIPALITY:

Signature: Rex Nielsen

Name: Rex Nielsen

Date: 8-25-25

COUNTY COMMISSIONER:

Signature: _____

Name: Jeff Hough

Date: 9-18-25

BANNOCK COUNTY CLERK:

Signature: _____

Name: _____

Date: _____

BANNOCK COUNTY SHERIFF:

Signature: Tony T. Mann

Name: Tony T. Mann

Date: 8/25/2025



PROFESSIONAL SERVICES AGREEMENT

AGREEMENT made between the **City of Inkom** a political subdivision of the state of Idaho, herein "**MUNICIPALITY**" and the **COUNTY OF BANNOCK AND THE BANNOCK COUNTY SHERIFF** herein "**COUNTY**".

THE PARTIES AGREE AS FOLLOWS:

1. **SCOPE OF WORK:** *MUNICIPALITY* engages *COUNTY* to provide trained law enforcement officers to patrol, investigate and enforce the laws of the State of Idaho.
 - a. *COUNTY* will provide electronic monthly reports of activity in the *MUNICIPALITY*. This report shall be available by the 7th of each month.
 - b. This agreement does not extend to the enforcement or investigation of violations of municipal codes or ordinances.
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5. **RIGHT OF CONTROL:** *MUNICIPALITY* agrees that it will have no right to control or direct the details, manner, or means by which *COUNTY* accomplishes the results of the services performed hereunder. *COUNTY* has no obligation to work any particular hours or days. *COUNTY* agrees, however, that its other contracts or services shall not interfere with the performance of the services rendered under this Agreement.
6. **INDEPENDENT CONTRACTOR RELATIONSHIP:** *COUNTY* is an independent contractor and is not an employee, servant, agent, partner, or joint venturer of *MUNICIPALITY*. *COUNTY* shall determine the means by which it accomplishes the work specified by *MUNICIPALITY*.
7. **FEDERAL, STATE, AND LOCAL PAYROLL TAXES:** Neither federal, state or local income taxes, nor payroll taxes of any kind shall be withheld and paid by *MUNICIPALITY* on behalf of *COUNTY* or the employees of *COUNTY*. *COUNTY* shall not be treated as an employee with respect to the services performed

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

8. **FRINGE BENEFITS:** Because COUNTY is an independent entity, COUNTY is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plans of MUNICIPALITY.
9. **WORKER'S COMPENSATION:** COUNTY shall maintain in full force and effect worker's compensation for any agents, employees, and staff that the COUNTY may employ.
10. **EQUIPMENT, TOOLS, MATERIALS OR SUPPLIES:** COUNTY shall supply, at COUNTY's sole expense, all equipment, tools, materials and/or supplies to accomplish the services to be provided herein except as provided herein:
 - a. The MUNICIPALITY shall provide a comfort station for Patrol Officers.
11. **NONWAIVER:** Failure of either party to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.
12. **INDEMNIFICATION:** Except as precluded by applicable law (including the limitations prescribed by the laws of the state of Idaho and, to the extent required by such laws, the lawful policies promulgated by the COUNTY), the COUNTY shall indemnify and hold MUNICIPALITY harmless for injury (physical or otherwise) or death to persons or damage to property arising from acts or omissions of the COUNTY and COUNTY'S employees, agents, and representatives. COUNTY'S liability coverage is self-funded and administered by the State of Idaho Risk Management Program. This indemnity shall not extend the responsibility or liability of County beyond that allowed by applicable law, including without limit and to the extent applicable, the Idaho Tort Claims Act. The parties further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Idaho; (2) the consent of the County or its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the County.

Except as precluded by applicable law (including the limitations prescribed by the laws of the state of Idaho and, to the extent required by such laws, the lawful policies promulgated by MUNICIPALITY), the MUNICIPALITY shall indemnify and hold COUNTY harmless for injury (physical or otherwise) or death to persons or damage to property arising from acts or omissions of the MUNICIPALITY and MUNICIPALITY's employees, agents, and representatives. MUNICIPALITY's liability coverage is self-funded and administered by the State of Idaho Risk Management Program. This indemnity shall not extend the responsibility or liability of County beyond that allowed by applicable law, including without limit and to the extent applicable, the Idaho Tort Claims Act. The parties further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Idaho; (2) the consent of the County or its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the County.

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14. **SEVERABILITY:** If any part of this Agreement is held unenforceable, the remaining portions of the Agreement will nevertheless remain in full force and effect.
15. **TERMINATION OF CONTRACT:** The contract may be terminated at any time but only by 30 days written notice by either party.
16. **ENTIRE AGREEMENT:** This is the entire Agreement of the parties and can only be modified or amended in writing by the parties.

SIGNATURE PAGE TO FOLLOW

SIGNATURE PAGE

MAYOR OF MUNICIPALITY:

Signature: _____

Name: _____

Date: _____

COUNTY COMMISSIONER:

Signature: _____

Name: Jeff Hough

Date: 9-18-25

BANNOCK COUNTY CLERK:

Signature: _____

Name: _____

Date: _____

BANNOCK COUNTY SHERIFF:

Signature: _____

Name: _____

Date: _____

ORIGINAL



PROFESSIONAL SERVICES AGREEMENT

AGREEMENT made between the **City of Lava Hot Springs** a political subdivision of the state of Idaho, herein "**MUNICIPALITY**" and the **COUNTY OF BANNOCK AND THE BANNOCK COUNTY SHERIFF** herein "**COUNTY**".

THE PARTIES AGREE AS FOLLOWS:

1. **SCOPE OF WORK:** *MUNICIPALITY* engages *COUNTY* to provide trained law enforcement officers to patrol, investigate and enforce the laws of the State of Idaho.
 - a. *COUNTY* will provide electronic monthly reports of activity in the *MUNICIPALITY*. This report shall be available by the 7th of each month.
 - b. This agreement does not extend to the enforcement or investigation of violations of municipal codes or ordinances.
 - c. However, the *COUNTY* will engage in assisting *MUNICIPALITY* to serve a citation brought forward pursuant to municipal codes or ordinances.
2. **EFFECTIVE DATES:** This contract will run from **October 1, 2025** through **September 30, 2026**.
3. **PATROL TIME:** *COUNTY* agrees to provide patrol time within the Municipality at the rate of no less than **8.5** hours per **day**.
4. **PAYMENT:** *MUNICIPALITY* agrees to pay *COUNTY* for services rendered under this Agreement in the amount of **\$42.89** per **hour**. *COUNTY* agrees to submit a written financial statement that outlines the services rendered and *MUNICIPALITY* agrees to make payment within thirty (30) days.
5. **RIGHT OF CONTROL:** *MUNICIPALITY* agrees that it will have no right to control or direct the details, manner, or means by which *COUNTY* accomplishes the results of the services performed hereunder. *COUNTY* has no obligation to work any particular hours or days. *COUNTY* agrees, however, that its other contracts or services shall not interfere with the performance of the services rendered under this Agreement.
6. **INDEPENDENT CONTRACTOR RELATIONSHIP:** *COUNTY* is an independent contractor and is not an employee, servant, agent, partner, or joint venturer of *MUNICIPALITY*. *COUNTY* shall determine the means by which it accomplishes the work specified by *MUNICIPALITY*.
7. **FEDERAL, STATE, AND LOCAL PAYROLL TAXES:** Neither federal, state or local income taxes, nor payroll taxes of any kind shall be withheld and paid by *MUNICIPALITY* on behalf of *COUNTY* or the employees of *COUNTY*. *COUNTY* shall not be treated as an employee with respect to the services performed

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

8. **FRINGE BENEFITS:** Because COUNTY is an independent entity, COUNTY is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plans of MUNICIPALITY.
9. **WORKER'S COMPENSATION:** COUNTY shall maintain in full force and effect worker's compensation for any agents, employees, and staff that the COUNTY may employ.
10. **EQUIPMENT, TOOLS, MATERIALS OR SUPPLIES:** COUNTY shall supply, at COUNTY's sole expense, all equipment, tools, materials and/or supplies to accomplish the services to be provided herein except as provided herein:
 - a. The MUNICIPALITY shall provide a comfort station for Patrol Officers.
11. **NONWAIVER:** Failure of either party to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.
12. **INDEMNIFICATION:** Except as precluded by applicable law (including the limitations prescribed by the laws of the state of Idaho and, to the extent required by such laws, the lawful policies promulgated by the COUNTY), the COUNTY shall indemnify and hold MUNICIPALITY harmless for injury (physical or otherwise) or death to persons or damage to property arising from acts or omissions of the COUNTY and COUNTY'S employees, agents, and representatives. COUNTY'S liability coverage is self-funded and administered by the State of Idaho Risk Management Program. This indemnity shall not extend the responsibility or liability of County beyond that allowed by applicable law, including without limit and to the extent applicable, the Idaho Tort Claims Act. The parties further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Idaho; (2) the consent of the County or its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the County.

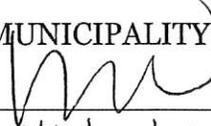
Except as precluded by applicable law (including the limitations prescribed by the laws of the state of Idaho and, to the extent required by such laws, the lawful policies promulgated by MUNICIPALITY), the MUNICIPALITY shall indemnify and hold COUNTY harmless for injury (physical or otherwise) or death to persons or damage to property arising from acts or omissions of the MUNICIPALITY and MUNICIPALITY's employees, agents, and representatives. MUNICIPALITY's liability coverage is self-funded and administered by the State of Idaho Risk Management Program. This indemnity shall not extend the responsibility or liability of County beyond that allowed by applicable law, including without limit and to the extent applicable, the Idaho Tort Claims Act. The parties further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Idaho; (2) the consent of the County or its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the County.

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SIGNATURE PAGE TO FOLLOW

SIGNATURE PAGE

MAYOR OF MUNICIPALITY:

Signature: 

Name: Vicky Lyon

Date: 8/20/25

BANNOCK COUNTY CLERK:

Signature: _____

Name: _____

Date: _____

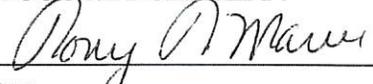
COUNTY COMMISSIONER:

Signature: _____

Name: Jeff Hough

Date: 9-18-25

BANNOCK COUNTY SHERIFF:

Signature: 

Name: Tony T. Manu

Date: 8/25/2025

ORIGINAL



PROFESSIONAL SERVICES AGREEMENT

AGREEMENT made between the **City of McCammon** a political subdivision of the state of Idaho, herein "**MUNICIPALITY**" and the **COUNTY OF BANNOCK AND THE BANNOCK COUNTY SHERIFF** herein "**COUNTY**".

THE PARTIES AGREE AS FOLLOWS:

1. **SCOPE OF WORK:** *MUNICIPALITY* engages *COUNTY* to provide trained law enforcement officers to patrol, investigate and enforce the laws of the State of Idaho.
 - a. *COUNTY* will provide electronic monthly reports of activity in the *MUNICIPALITY*. This report shall be available by the 7th of each month.
 - b. This agreement does not extend to the enforcement or investigation of violations of municipal codes or ordinances.
 - c. However, the *COUNTY* will engage in assisting *MUNICIPALITY* to serve a citation brought forward pursuant to municipal codes or ordinances.
2. **EFFECTIVE DATES:** This contract will run from **October 1, 2025** through **September 30, 2026**.
3. **PATROL TIME:** *COUNTY* agrees to provide patrol time within the Municipality at the rate of no less than **42.5** hours per **month**.
4. **PAYMENT:** *MUNICIPALITY* agrees to pay *COUNTY* for services rendered under this Agreement in the amount of **\$42.89** per **hour**. *COUNTY* agrees to submit a written financial statement that outlines the services rendered and *MUNICIPALITY* agrees to make payment within thirty (30) days.
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hereunder for federal or state tax purposes. COUNTY understands that COUNTY is responsible to pay, according to law, COUNTY's income tax. COUNTY further understands that COUNTY may be liable for self-employment (Social Security) tax to be paid by COUNTY according to law.

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Except as precluded by applicable law (including the limitations prescribed by the laws of the state of Idaho and, to the extent required by such laws, the lawful policies promulgated by MUNICIPALITY), the MUNICIPALITY shall indemnify and hold COUNTY harmless for injury (physical or otherwise) or death to persons or damage to property arising from acts or omissions of the MUNICIPALITY and MUNICIPALITY's employees, agents, and representatives. MUNICIPALITY's liability coverage is self-funded and administered by the State of Idaho Risk Management Program. This indemnity shall not extend the responsibility or liability of County beyond that allowed by applicable law, including without limit and to the extent applicable, the Idaho Tort Claims Act. The parties further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Idaho; (2) the consent of the County or its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the County.

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SIGNATURE PAGE

MAYOR OF MUNICIPALITY:

Signature: _____

Name: _____

Date: _____

BANNOCK COUNTY CLERK:

Signature: _____

Name: _____

Date: _____

COUNTY COMMISSIONER:

Signature: _____

Name: _____

Date: _____

BANNOCK COUNTY SHERIFF:

Signature: _____

Name: _____

Date: _____

Karlene Hall

Karlene Hall

Sept 10, 2025

Jeff Hough

9-18-25



PASSTHROUGH FUNDS RECIPIENT AGREEMENT

Recipient: Bannock County

Legislative Passthrough Funds Appropriation

Juvenile Corrections Act Idaho Code §20-504	October 2025: \$35,555 January 2026: \$35,555 April 2026: \$35,555 July 2026: \$35,555
Cigarette and Tobacco Tax Idaho Code §§63-2506 and 63-2552A	October 2025: \$43,463 January 2026: \$43,463 April 2026: \$43,463 July 2026: \$43,463
Lottery tax Idaho Code §§63-3035A and 63-3067	October 2025: The Lottery Commission does not make projections January 2026: The Lottery Commission does not make projections April 2026: The Lottery Commission does not make projections July 2026: The Lottery Commission does not make projections

This agreement will be administered in conformity with the policies and fiscal requirements of the Idaho Department of Juvenile Corrections (the Department).

The budget period is **October 1, 2025**, through **September 30, 2026**, except as extended and authorized in writing by the Idaho Department of Juvenile Corrections. The Department makes this award based on the facts and conditions described in this agreement, and any changes thereto must be made in writing and approved by the Department.

Legislative passthrough funds will be used for the employment and training of county probation officers, the establishment of secure and non-secure residential or nonresidential facilities and programs for juvenile offenders, and to support Juvenile Probation Services. The Department may require that a county provide matching funds as a condition of receiving juvenile corrections act funds.

State funding cannot be used to supplant existing funding.

Recipient shall report what was expended, and any carry over request, on the Annual County Juvenile Justice Financial Report Form C, due December 1, 2025.

This PASSTHROUGH FUNDS RECIPIENT AGREEMENT shall become effective upon return to the Department of Juvenile Corrections of the original copy of this award executed on behalf of the subrecipient in the space provided below.

By: _____

Title: Amy Anderson, Division Administrator & CFO
Idaho Dept. of Juvenile Corrections
954 W. Jefferson St. PO Box 83720
Boise, Idaho 83720-0285

Date: _____

ACCEPTANCE

RECIPIENT hereby signifies its acceptance of the above-described project on the terms and conditions set forth above or incorporated by reference therein. I hereby certify that the Project Director and Financial Officer named in the application have read, initialed and will comply with the attached Special Conditions in the administration of this funding.

The Idaho Department of Juvenile Corrections is hereby authorized and directed to make payment for all funds awarded under this Project directly to the subrecipient named in the Project application.

Jeff Hough
Signature of Duly Authorized Official

Project Director

Commissioner, Chairman
Title

Financial Officer

September 18, 2025
Date

Anticipated Project Start-Up Date

_____/_____
Project Director's Initials / Financial Officer's Initials