



## BANNOCK COUNTY COMMISSIONERS' – MEETING

### Commissioners' Agenda

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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.

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### **Tuesday, November 4, 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)
- Adam McKinney, Computer Services, requesting a signature on (1) Master Services Agreement with TimeKeeping Systems, Inc. and, (2) Memorandum of Understanding for Motorola Flex Public Safety Software System (requested 5 minutes) (action item)
- Matthew K. Phillips, Human Resources/Risk Management, seeking approval of (1) food drive co-marketed with Idaho Food Bank for November's Employee Wellness campaign, and (2) bond application for a land use permit for Kinport Tower to fulfill requirements with the Idaho Department of Lands (requested 10 minutes) (action item)
- Review and potentially approve request from the Idaho Transportation Department (ITD) to quit claim highway right of way conveyance to the ITD for Project No. A021(860) (requested 5 minutes) (action item)
- Ratify signature on public notice (action item)

**RESOLUTIONS AND ORDINANCES (action items):**

Resolution No. 2025-73 Authorization to Exchange or Trade County Assets/Property

Resolution No. 2025-75 Designating County Roads for State Reimbursement

Resolution No. 2025-76 Certification of 2025 Levies

Resolution No. 2025-77 Approving Tax Cancellation Requests

Resolution No. 2025-78 Approving October 2025 Alcohol Licenses

Resolution No. 2025-79 Approving October 2025 Salaries

Resolution No. 2025-80 Authorization to Transfer Real Property to the City of Pocatello

**LETTERS AND NOTICES (action items):**

**SIGNATURE ONLY (action items):**

**CONSENT AGENDA (action items):**

- Manual Checks
- Alcohol Licenses and Catering Permits
- Certificate of Residency Approval
- Salary Rate Approval Forms/Notice of Separation with Potential Executive Session under Idaho Code §74-206(1)(a)&(b) regarding personnel with potential action following adjournment of Executive Session
- Technology Forms
- Minutes: Approval of and signature on certification of meeting minutes for October 23, 28, and 30, 2025

**1:30 PM** Juvenile Detention Center Inspection (potential action item) *NOTE:* This meeting will be held at 137 S. 5 Avenue, Pocatello, ID

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:

Adam McKinney

Department:

Computer Services

Requestor Email:

adam@bannockcounty.gov

Item(s) to be considered:

Signature requested for Guard One Master Services Agreement for the Jail's Guard One system moving to the cloud, legal has reviewed.

Date of meeting being requested: Time requested:

11/04/2025 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:

Lyle Thurgood

**TimeKeeping Systems, Inc.  
Master Sales Agreement**

This Master Sales Agreement ("Agreement") is entered into by and between TimeKeeping Systems, Inc., an Ohio Corporation, with an address of 30700 Bainbridge Road, Solon, Ohio 44139 ("TKS") and Bannock County, with an address of 1624 E. Center St., rm 101, Pocatello, ID 83201 ("Customer"). This Agreement shall become effective when signed by both parties (the "Effective Date").

**WHEREAS**, TKS manufactures the Guard1 Real Time system of proprietary software, equipment and related items for providing documentation, efficiency and safety to Customer, Customer's employees and individuals in Customer's custody and care; and

**WHEREAS**, Customer desires to purchase, and TKS desires to provide, the selected equipment, software, services, and related items set forth herein subject to the terms of this Agreement.

**NOW, THEREFORE**, the parties hereto agree as follows:

**1. Attachments**

This Agreement includes the following attachments incorporated herein by reference:

- Exhibit A: Minimum System Requirements
- Exhibit B: Statement of Work
- Exhibit C: Equipment, Software and Services

**2. Definitions.**

- a. "Hardware" means data processing devices, including without limitation, computer systems, networking equipment, mobile or portable electronic devices, and devices for communicating between and among other hardware devices.
- b. "Equipment" means the hardware, and other tangible equipment set forth on Exhibit C sold and/or installed by TKS to Customer hereunder.
- c. "Tracking Components" means Duress Devices and Active Beacon Tracking Devices.
- d. "Software" means software or firmware, including Guard1 Real Time software, other software required for its operation, and firmware resident in hardware devices, developed, provided and/or installed by TKS and licensed by TKS to Customer hereunder.
- e. "Service" or "Services" means the professional services provided by TKS, including, but not limited to, installation and implementation services, custom programming, technical support and any additional training or support beyond the scope of standard technical support.
- f. "Hosting" or "Cloud Hosting" means the provision and management of computing resources by TKS on behalf of Customer.
- g. "Guard1 System" means the totality of the equipment, software and services sold and/or licensed and/or installed by TKS to Customer hereunder.

**3. Purchase and Sale.**

- a. Customer hereby purchases, and TKS hereby sells the Equipment and Services and licenses the Software set forth on Exhibit C pursuant to the terms and conditions of this Agreement.
- b. All changes affecting delivery date or otherwise affecting the scope of the order are subject to prior written approval by TKS and may result in price, delivery, specification, and/or other changes.
- c. Equipment shall be invoiced at the time of shipment. Software shall be invoiced at the time it is made available to Customer via physical media or download. Services shall be invoiced at the beginning of the project. Support fees and license fees shall be invoiced annually in advance. Renewal of lapsed support or licenses (including any mobile device license) for the Guard1 System shall require a reinstatement fee invoiced to cover the lapsed period of time.
- d. Terms of Sale are net thirty (30) days from date of invoice, subject to credit approval. Customer agrees to pay interest on all past due amounts at a rate of ten percent (10%) per annum. Customer to pay all costs of collection, including attorneys' fees. No offset of payment by Customer is permitted. TKS reserves the right to withhold technical support and repair services if Customer fails to pay the full balance within thirty (30) days from the date of invoice. If any part of this paragraph shall conflict with any public law or government regulation, the public law or government regulation shall apply.
- e. No order placed under this Agreement may be cancelled without TKS's prior written approval. No equipment shipped to customer may be returned without a Return Merchandise Authorization (RMA) issued by TKS. TKS may, at its option, impose a cancellation or restocking charge for any such cancellation or return.

**4. Purchase Orders**

- a. *Purchase Orders.* Purchase orders are not required by TKS. Customer may issue a purchase order to TKS if required by Customer or any legal statute or regulation. Any terms and conditions in Customer's purchase order(s) will not apply unless accepted in writing by TKS.
- b. *Orders.* Timely written acceptance, by a representative of Customer, of a TKS quotation or other offer, shall be considered a valid order, regardless of whether Customer's procedures may require a formal purchase order.

**5. Shipment; Title**

Unless otherwise agreed between the parties, shipment will be F.O.B. TKS's factory, warehouse or other point of shipment by TKS, and TKS will invoice the Customer for shipping charges. Risk of loss or damage shall pass to Customer at the F.O.B. point. Customer to pay all shipping, insurance, C.O.D. and related charges. Title to hardware shall remain with TKS as security only and until paid in full. Title for software or firmware remains with TKS and is licensed for use by Customer pursuant to the License terms and conditions of this agreement and any other applicable TKS's license agreement.

## 6. TKS Additional Offerings

TKS offers the following as additional options for Customer which, if selected by Customer, shall be set forth on Exhibit C:

- a. Mobile devices used in conjunction with the Guard1 System shall be TKS approved devices only, purchased from TKS subject to the terms of this agreement, and managed by TKS under its mobile device management ("MDM") plan. Customer shall provide access to devices as required by TKS for updates and other MDM functions. Customer agrees to pay an annual mobile license fee during the Term of this Agreement.
- b. A Cloud-based Guard1 System, if selected, shall be subject to the provisions of the *Cloud System Service Level Agreement* Section 10 below. The Cloud option allows Customer to run the Guard1 System from Microsoft Azure cloud servers. Customer agrees to pay hosting and support fees during the Term of this Agreement.

## 7. Technical Support

- a. *Technical Support Services.* Technical Support Services include the following:
  - An annual training class.
  - Assistance with resolution of technical problems.
  - Basic assistance with usage of the Guard1 System.
  - Technical assistance for upgrades.

TKS shall use its best efforts to resolve any technical problems. However, TKS does not guarantee a resolution.

- b. *Professional Services.* Professional Services (including installation, start-up, application engineering assistance and technical training) are provided subject to a mutually agreed upon Statement of Work, in the form attached hereto as Exhibit B and made a part hereof, (each a "Statement of Work") or, if no Statement of Work is made a part of this Agreement, upon request by Customer. Assistance outside the scope of Technical Support is available via a request for additional Professional Services, for a quoted amount, and to be set forth in a Statement of Work. Statements of Work which are executed by the parties shall reference this Agreement and shall become part of this Agreement from the date of execution. In the event of a conflict between the provisions of this Agreement and the specific provisions set forth in a Statement of Work, the provisions of such Statement of Work shall prevail.
- c. *Available Hours.* Technical Support is available Monday-Friday, 8:00 am-6:00 pm EST, with the exclusion of national holidays.
- d. *Extended Hours Support.* Extended Hours Technical Support is available to customers using the Guard1 Tracking Components, for an additional fee. Extended Hours Technical Support is available to all other customers, for an additional fee, at TKS's sole option. Extended Hours Technical Support covers issues that significantly impact or may potentially impact Customer's operations. Extended Hours Technical Support is available 24 hours per day, 365 days per

year. TKS will respond to Extended Hours support requests within two hours, via phone or e-mail, on a priority, best effort basis.

- e. *Technical Support Fees.* Customer agrees to maintain current Technical Support billed annually, in advance.

## **8. Customer Obligations**

During the Term of this Agreement, Customer shall comply with the following duties and obligations:

- a. *Customer Environment.* Customer's existing hardware, equipment and technology environment shall meet the minimum standards as set forth in Exhibit A. In the event of an upgrade, Customer's hardware, equipment and technology environment will meet the then-current standards as set forth in Exhibit A.
- b. *Remote Access.* Unless otherwise agreed to by the parties in writing, all Services will be provided remotely by TKS. As such, Customer's environment must have remote access capabilities and Customer must allow access by TKS when deemed necessary to provide Services.
- c. *Cooperation.* Customer shall make available such personnel, resources, and information as may be reasonably required for the successful implementation of the Guard1 System, including those specified in a Statement of Work. Customer's designated employees must reasonably participate in any scheduled Guard1 System training.
- d. *Security Protection.* Customer shall be responsible for developing and maintaining physical and electronic security measures for access to its designated locations, its network, and any Customer data.
- e. *Costs.* Customer will be responsible for and agrees that TKS may invoice for additional costs due to Customer's failure to comply with its obligations set forth in this *Customer Obligations* Section 8.

## **9. License**

Subject to terms of this Agreement, TKS grants Customer a non-exclusive, non-transferable license to use the Software for Customer's internal business or operational purposes.

TKS is the owner of all right, title and interest in and to the Software, including all patent, copyright, trademark and trade secret rights in and to the Software. The Software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The Software is licensed, not sold, and no ownership rights in the Software are transferred to Customer.

Customer acknowledges and agrees that its right to use Licensed Software is contingent upon maintenance of current Technical Support and payment in full of any and all fees and charges, whether one-time or periodic, whether for hardware, software, services or support.

## 10. Cloud System Service Level Agreement

The following Cloud System Service Level Agreement terms and conditions apply to systems hosted by TKS on the Customer's behalf. They do not apply to on-premises systems which reside on customer servers.

- a. *Uptime Guarantee:* TKS's "Uptime Guarantee" is 99% which equates to a maximum of 7.12 hours of downtime during any consecutive 30-day period.
- b. *Service Not Available/Significant Degradation:* TKS's outage reporting is to notify Customer within 15 minutes after TKS's determination that the Guard1 System and/or Services are unavailable or significantly degraded. Resolution of outage will be conducted as soon as possible using reasonable best efforts of TKS. Escalation threshold will be 1 hour for complete loss of service and 4 hours for a significant degradation.
- c. *Limited Degradation:* TKS's outage reporting is to notify Customer within 1 hour after TKS's determination that the Guard1 System and/or Services have a limited degradation. Resolution of outage will be conducted as soon as possible using reasonable best efforts of TKS. Escalation threshold will be 24 hours.
- d. *Small Degradation:* TKS's outage reporting is to notify Customer within 24 hours after TKS's determination that the Guard1 System and/or Services have a small degradation. Resolution of outage will be conducted as soon as possible using reasonable best efforts of TKS. Escalation threshold will be 48 hours.
- e. *Process:* TKS's obligations herein are applicable only if Customer provides TKS with designated representatives and supplies TKS with applicable updates as contact information changes. TKS will be relieved of its obligations if TKS's contact information for Customer is out of date or inaccurate due to Customer's action or omission or if TKS's failure is due to reasons of Force Majeure as defined in this Agreement.
- f. *Remedy:* If TKS fails to meet the above obligations, at Customer's request Customer's account shall be credited the pro-rated charges for any hours beyond 7.12 hours over any consecutive 30-day period under the Uptime Guarantee. Such credit shall not exceed the amount paid or payable by Customer to TKS during the period or periods in which the SLA was not met. Customer agrees that such SLA credits shall constitute the sole, exclusive and complete remedy for Customer with respect to the corresponding failures by TKS to perform in accordance with the SLA.
- g. *Upgrades:* TKS may schedule downtime for routine maintenance and upgrades to its Cloud-based system during off-peak hours (6:00 p.m. through 6:00 a.m. prevailing Eastern Standard Time). TKS shall attempt to provide Customer with at least one (1) week advanced notice of such scheduled downtime or upgrade, and will attempt to coordinate the time of upgrade for the convenience of Customer. TKS also reserves the right to suspend Customer's access to the Guard1 System for purposes of emergency maintenance work at any time as deemed appropriate by TKS, without notice to Customer.
- h. *Hosting Fee:* Customer acknowledges that cloud services are provided in return

for a recurring hosting charge.

- i. *Caveats and Exclusions:* TKS specifically does not and cannot guarantee the following: Circuit outages; Performance within Customer's internet service provider's network; Performance across peering links; Performance to a specified end-user; Impact from manufacturer hardware or software defects including security vulnerabilities; Impact due to internet or 3rd party hosted denial of service, virus, or malware threats; Impact due to TKS requiring action by Customer to restore service; and Impact due to radio frequency (RF) or electromagnetic (EM) interference.

## 11. System Monitoring and Support Access

- a. *System Monitoring.* TimeKeeping Systems uses multiple tools to monitor the proper functioning of your Guard1 Real Time software and the computer system and network on which it resides. These tools send information to a TimeKeeping Systems managed monitoring server. Typical information includes CPU, memory, status of services, and errors.
- b. *Support Access.* TimeKeeping Systems support personnel may need access to the server where Guard1 is running. Typical purposes include maintenance, upgrades, diagnosing problems, and retrieving logs.
- c. *System Monitoring and Support Access for Hosted Systems.* If your Guard1 Real Time software resides on a server that is hosted, TimeKeeping Systems uses System Monitoring and Support Access tools to manage and support your hosted system.
- d. *System Monitoring and Support Access for On-Premises Systems.* If your Guard1 Real Time software resides on a server that you manage, you agree 1) to permit installation of System Monitoring and Support Access tools on your server, and 2) to permit TimeKeeping Systems to perform System Monitoring, and 3) to permit Support Access to TimeKeeping Personnel as needed. Failure by Customer to allow necessary access shall constitute a waiver by Customer of TKS's obligation to provide remote support for your Guard1 System. System Monitoring and Support Access tools typically require a software agent or other software component to be placed on your server, and may require additional network or firewall configuration.

## 12. Term and Termination

- a. *Term.* This Agreement shall commence on the Effective Date and continue for a period of one (1) year (the "Initial Term") from the Effective Date. Thereafter, this Agreement shall automatically renew for five successive one (1) year periods (each a "Renewal Term"), unless either party gives the other party written notice of its intention to terminate not less than sixty (60) days prior to expiration of the Initial Term or then-current Renewal Term, as applicable. The Initial Term, together with any Renewal Term constitutes the "Term" of this Agreement.
- b. *Default*
  - i. In the event of a breach or default by Customer under this Agreement, TKS

shall have the right to terminate this Agreement and pursue any remedy available at law or in equity, including, but not limited to, seeking damages, specific performance and an injunction.

- ii. In the event of non-payment by Customer, TKS shall have the right to suspend or terminate Customer's Hosting or Services.
- iii. No termination by Customer for default shall be effective unless and until TKS shall have failed to correct such alleged default within forty-five (45) days after receipt by TKS of the written notice specifying such default.
- iv. Customer acknowledges that support, hosting, license or lease fees, if any, are invoiced annually in advance. Except for termination under the preceding paragraph iii, in the event of termination by either party, annual fees will not be prorated or refunded.

c. *Effect of Termination.* Upon the termination of this Agreement, all obligations and rights of the parties hereunder shall automatically and immediately cease, except their respective obligations under the following Sections: *Invoices/Sales Terms; Confidentiality; Warranty Disclaimer; and Indemnity*, and their respective obligations that accrued prior to termination or result from any default hereunder, all of which shall survive termination to the maximum extent permitted by applicable legal requirements. Further, Customer shall be responsible for the payment of any balance owed to TKS, which shall immediately become due and owing.

d. Data Retention

- i. For hosted systems, TKS will retain Customer's data for 30 days after Termination, after which it will be deleted. TKS shall bear no responsibility for data deleted in accordance with this section.
- ii. At any time up 30 days after Termination, TKS shall provide a copy of Customer's data upon written request by Customer. TKS shall invoice Customer for this service at TKS's then current rate for Professional Services.

### **13. Warranties**

a. *Limited Hardware Warranty.* Hardware which is subject to any hardware warranty is also subject to this Agreement unless inconsistent with the hardware warranty, in which case the hardware warranty shall govern.

i. Warranty Term

- A. PIPE II (Version II, identified by serial numbers beginning with "A") is warranted to be free from defects in materials and workmanship for a period of five years from the date of original purchase. Batteries are warranted to maintain an adequate operating voltage level for a period of five years from the date of original purchase.
- B. SuperMAX Mobile Devices are warranted to be free from defects in materials and workmanship for a period of five (5) years from the

date of original purchase.

- C. Wall Mount RFID Tags are warranted to be free from defects in materials and workmanship for their service lifetime
- D. All other hardware products are warranted to be free from defects in materials and workmanship for a period of one (1) year from the date of original purchase.

- ii. TKS agrees to repair or, at TKS's option, replace equipment supplied by TKS which proves to be defective in materials or workmanship. Satisfaction of this warranty, consistent with other provisions herein, will be limited to the replacement, or repair or modification of, or issuance of a credit for the goods involved, at TKS's option, only after the return of such goods with TKS's consent and issuance of a Return Merchandise Authorization (RMA). Any warranty service (consisting of time, travel, and expenses related to such services) performed other than at TKS's factory, shall be at Customer's expense.

- b. *Software and Firmware.* TKS warrants that new software will conform to the written specifications prepared, approved, and issued by TKS for a period of twelve (12) months from the date of shipment from TKS's factory in Solon, Ohio, or if transferred electronically, from the date of download or other transfer to Customer. In the event of a warranty claim, TKS will provide corrective measures which are limited, at TKS's option, to repair, replacement or modification of the software and/or firmware code, or recommendation of a viable, alternative application that will enable Customer to work around the failure. TKS makes no representation or warranty, express or implied, that the operation of the software or firmware will be uninterrupted or error free, or that the functions contained therein will meet or satisfy Customer's intended use or requirements.
- c. *Third Party Products.* Products which are not manufactured by TKS are subject to the manufacturer's warranty.
- d. *Warranty Disclaimer.* Warranty satisfaction is available only if (i) TKS is promptly notified in writing upon discovery of an alleged defect and (ii) TKS's examination of the subject goods discloses, to its satisfaction, that any alleged defect has not been caused by misuse, abuse, neglect, improper installation, improper operation, improper maintenance, repairs by other than TKS's authorized service facility, alteration or modification, accident, or unusual deterioration or degradation of the goods or parts thereof due to physical environment or due to electrical or electromagnetic noise environment. Repair or replacement as provided under these warranties is the exclusive remedy of customer. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 13 OR ELSEWHERE IN THIS AGREEMENT TKS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. IN NO EVENT SHALL TKS HAVE ANY LIABILITY TO CUSTOMER IF THE GUARD1 SYSTEM OR SOFTWARE HAVE BEEN SUBJECTED TO MISUSE, MISAPPLICATION OR NEGLECT, DAMAGED BY ACCIDENT, RENDERED

DEFECTIVE BY REASON OF IMPROPER INSTALLATION, NOT USED AS RECOMMENDED AND IN ACCORDANCE WITH APPROVED INSTALLATION AND OPERATING PRACTICES OR RENDERED DEFECTIVE BY THE PERFORMANCE OF REPAIRS OR ALTERATIONS NOT APPROVED BY TKS.

#### **14. Returns**

Prior to returning goods for repair or exchange, the Customer must first obtain a Return Merchandise Authorization ("RMA") number from TKS. The RMA number must appear on the shipping carton. A Return Merchandise Authorization will be valid for thirty (30) days only. The Customer shall bear the cost of shipping the goods to TKS. When goods are received without an RMA number, or if the RMA has expired, TKS may, at its option, return the goods to the Customer, freight collect, or process the return for a handling charge of twenty-five dollars (\$25) or ten percent (10%) of the product cost, whichever is greater. Returns for credit are subject to a twenty percent (20%) re-stocking fee plus any charges incurred in refurbishing the goods. Under no circumstances may goods be returned after thirty (30) days.

#### **15. Insurance; Indemnity**

- a. *Insurance.* During the Term of this Agreement, TKS shall maintain commercially reasonable insurance coverage for the following risks: (i) Comprehensive General Liability Insurance; and (ii) Workers' Compensation (as required by statute). Upon written request of the Customer, TKS shall name the Customer as an additional insured under such policies (except for Workers' Compensation), and shall provide Customer with a certificate evidencing the above insurance coverage.
- b. *Intellectual Property.* TKS shall defend Customer against any claim, demand, suit, or proceeding ("Claim") made or brought against Customer by a third party alleging that the use of the Guard1 System as permitted hereunder infringes or misappropriates the registered copyrights or issued patents of a third party, and shall indemnify Customer for any damages finally awarded against, and for reasonable attorneys' fees incurred by, Customer in connection with any such Claim; provided, that Customer (a) promptly gives TKS written notice of the Claim; (b) gives TKS sole control of the defense and settlement of the Claim (provided that TKS may not settle any Claim unless the settlement unconditionally releases Customer of all liability); and (c) provides to TKS all reasonable assistance. Customer may, at its own cost, participate in the investigation, trial and defense of any such proceeding, and any appeal arising from the proceeding, and employ its own counsel in connection therewith.
- c. *Indemnification.* TKS shall indemnify, defend and hold harmless Customer, its directors, officers and employees, successors and assigns, from and against any and all claims of third parties resulting from TKS's negligence or willful misconduct in the performance of its obligations hereunder. IN NO EVENT, REGARDLESS OF CAUSE, SHALL TKS BE LIABLE FOR (A) BUSINESS INTERRUPTION, LOSS OF PROFIT OR THE LIKE, (B) PENALTIES OR PENALTY CLAUSES OF ANY DESCRIPTION, (C) INDEMNIFICATION OF CUSTOMER EXCEPT AS PROVIDED IN THIS PARAGRAPH, (D) INDIRECT OR CONSEQUENTIAL DAMAGES UNDER ANY CIRCUMSTANCE, INCLUDING ANY LOSS, INJURY,

OR OTHER DAMAGES. TKS'S MAXIMUM LIABILITY, INCLUDING DIRECT DAMAGES, SHALL NOT EXCEED THE AMOUNT OF THE PURCHASE ORDER. This limitation of TKS's liability will apply regardless of the form of action, whether in contract or tort, including negligence. Any claim against TKS must be made within six (6) months after the cause of action accrues.

## 16. Confidentiality

- a. *Definition.* "Confidential Information" shall mean confidential or other proprietary information that is disclosed in writing by one party (the "Disclosing Party") to the other party (the "Receiving Party") under this Agreement and conspicuously labeled by the Disclosing Party as Confidential Information at the time of disclosure, including, without limitation, designs, drawings, models, prototypes, software designs and code, bit-map files, data, product specifications and documentation, business and product plans, and other confidential business information. Confidential Information shall not include information which: (i) is or becomes public knowledge without any action by, or involvement of, the Receiving Party; (ii) is independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information; (iii) is already known to the Receiving Party at the time of disclosure under this Agreement; or (iv) is disclosed to the Receiving Party by a third party without obligation of confidentiality.
- b. *Protection of Confidential Information.* Each party agrees not to transfer or otherwise disclose the Confidential Information of the other party to any third party unless authorized in writing. Each party shall (i) give access to such Confidential Information solely to those employees with a need to have access thereto for purposes of this Agreement, and (ii) take the same security precautions to protect against disclosure or unauthorized use of such Confidential Information that the party takes with its own confidential information, but, in no event, shall a party apply less than a reasonable standard of care to prevent such disclosure or unauthorized use. Receiving Party shall not be in violation of its obligations under this *Confidentiality* section if it discloses Confidential Information pursuant to a judicial or governmental order, provided that the Receiving Party gives the Disclosing Party sufficient prior notice to contest such order and seek a protective order.
- c. *Confidential Information Not Related to the Performance of this Agreement.* Customer acknowledges that TKS does not wish to receive any Confidential Information from Customer except Confidential Information that is necessary for TKS to perform its obligations under this Agreement, and, unless the parties specifically agree otherwise, TKS may reasonably presume that any unrelated information received from Customer is not proprietary or Confidential Information.
- d. *Disclosure to Competitors Regarding the Guard1 System.* Customer agrees not to provide any information (whether Confidential Information or otherwise) relating to the Guard1 System, its composition, Software, Hardware, Equipment, intellectual property, pricing, or other attributes, to any person or entity that is (i) a competitor of TKS; or (ii) that develops, markets or manufactures products (A) substantially similar to the Guard1 System or any Guard1 System component or (B) for any purpose substantially similar to that of the Guard1 System or any

Guard1 System component.

- e. *Government Entities.* If Customer is a government entity subject to public record inspection or disclosure laws, disclosure of legally mandated Confidential Information that is deemed a public record under such laws and does not fall under any of the applicable exemptions thereunder shall not be a breach of this Agreement, provided that Customer gives TKS sufficient prior notice to contest such records request and seek a protective order.

## 17. General Provisions

- a. *Complete Understanding; Modification.* This Agreement including all exhibits and any Software License Agreements (if applicable) constitutes the complete, integrated and exclusive agreement of the parties and supersedes all prior or contemporaneous understandings and agreements, whether written or oral, with respect to the subject matter hereof. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement shall be effective unless in writing and signed by both parties hereto.
- b. *Force Majeure.* TKS shall not be liable for any loss, damage or delay in delivery due to acts of God or causes beyond its reasonable control including acts of the Customer, acts of civil or military authority, fires, strikes, floods, epidemics, pandemics, quarantine restrictions, war, riots, delays in transportation, transportation embargoes, or inability due to causes beyond its reasonable control to obtain necessary engineering talent, labor, materials or manufacturing facilities. In the event of such delay, the delivery date shall be extended for that length of time as may be reasonably necessary to compensate for the delay.
- c. *Assignment.* This Agreement may not be assigned by either party without the written consent of the other party.
- d. *Governing Law and Forum.*
  - i. *Government Entities.* If Customer is a government entity and Customer is subject to laws which mandate its governing law and/or venue for dispute resolution, this Agreement (A) shall be made in and performed in the state of the Customer's location, (B) shall be governed by and interpreted in accordance with the laws of such state including its provisions of the Uniform Commercial Code, (C) all actions or proceedings arising directly or indirectly from this agreement shall be litigated in the state or federal courts of Customer's location, as applicable. Should any term or provision of this Agreement be held wholly or partly invalid or unenforceable under applicable law, the remainder of the Agreement evidenced hereby will not be affected thereby.
  - ii. If Customer is not a government entity or Customer is not subject to a state law which mandates its governing law, this Agreement shall be made in and performed in the State of Ohio and shall be governed by and interpreted in accordance with the laws of the State of Ohio including its provisions of the Uniform Commercial Code. Customer agrees that all actions or proceedings arising directly or indirectly from this Agreement shall be litigated exclusively

in courts having both jurisdiction and venue within the State of Ohio and Cuyahoga County. Customer hereby consents to the jurisdiction of any local, state or federal court located within the State of Ohio and Cuyahoga County and waives the personal service of any and all process upon Customer herein and consents that all such service or process may be made by certified mail to the Customer. Should any term or provision of this Agreement be held wholly or partly invalid or unenforceable under applicable law, the remainder of the Agreement evidenced hereby will not be affected thereby.

- e. *Severability.* If any provision of this Agreement is held to be invalid or unenforceable under the circumstances, such provision's application in any other circumstances and the remaining provisions of this Agreement shall not be affected thereby.
- f. *Notices.* All notices and other communications hereunder shall be in writing and shall be deemed effective when delivered by hand or by electronic transmission, or upon receipt when mailed by registered or certified mail (return receipt requested) or next day national carrier, postage prepaid, to the parties at the addresses first listed above.
- g. *Waiver.* No failure or delay on the part of any party in exercising any right hereunder, irrespective of the length of time for which such failure or delay shall continue, will operate as a waiver of, or impair, any such right. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. No waiver of any right hereunder will be effective unless given in a signed writing.
- h. *Counterparts.* This Agreement may be executed in multiple counterparts, which taken together shall constitute an original without the necessity of the parties signing the same page or the same documents, and may be executed by signatures to electronically transmitted counterparts in lieu of original printed or photocopied documents. Signatures transmitted electronically shall be considered original signatures.

[signature page follows]

By signing below, the Customer acknowledges that it has read and understands this Agreement and, intending to be legally bound, agrees to its terms and conditions.

Customer: \_\_\_\_\_

TimeKeeping Systems, Inc.

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

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

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

Name: Jeff Hough

Title: \_\_\_\_\_

Title: Commissioner, Chairman

Date: \_\_\_\_\_

Date: Nov. 4, 2025

**Exhibit A**  
**GUARD1 Real Time**  
**Minimum System Requirements**

Your system's configuration and its components determine which requirements apply.

Deployment can be **on-premises** or **cloud**.

Hardware components will include one or more of:

- **Mobile Devices** (smartphones) that read NFC tags or ID badges
- **The PIPE**, a super-rugged data recorder
- **Duress Devices**, personal alarms for staff or officers
- **Tracking** – Active RF tracking tags for locating people and things

**Integration** with a JMS, OMS, EHR or other management system database.

***All requirements must be met or exceeded.***

#### **Minimum requirements for all systems**

Active Directory and Client workstation minimum requirements apply to **all system types**.

##### **Active Directory**

- Five Active Directory groups are used to control access to Guard1 Real Time. User Account membership in a group gives that user access to the associated functionality in Guard1 Real Time. Suggested groups are *Guard1ControlRoom*, *Guard1Management*, *Guard1Supervisors*, *Guard1Reports* and *Guard1System*. Custom-named groups are permitted.
- Active Directory users must have a logon name including domain.
- Employee ID Numbers must be implemented and must be unique.
- Mobile device users must be a member of the *Guard1ControlRoom* group, or a group associated to the *Guard1ControlRoom* role.

##### **Client Workstation - Operating System**

- Windows 10 (64-bit)
- Windows Server 2016
- .NET Framework 4.8

##### **Client Workstation - Hardware Requirements**

- 2.80 GHz 64-bit 2-thread CPU
- 8 GB RAM
- 10 GB free HDD space
- 1024x768 monitor

## **Minimum requirements for on-premises systems**

The requirements below apply to **on-premises** systems only. These are **minimum** requirements. We recommend you review your planned deployment with a GUARD1 engineer.

### **Server – Operating System**

- Windows Server 2016
- .NET Framework 4.8

### **Server – Hardware with Tracking or Duress (with or without Mobile Devices or The PIPE)**

- 2.80 GHz 64-bit 10-thread CPU
- 32 GB RAM
- Main Hard drive 100 GB free HDD space (see also **SQL Server** section below)
- Second Hard drive for Archives/Backups-500 GB free HDD space
- Dual Network Interface Cards
- Active Directory (Workgroups are not supported)
- A domain controller cannot be used as the GUARD1 server

### **Server - Hardware with Mobile Devices or The PIPE (no Tracking or Duress)**

- 2.80 GHz 64-bit 4-thread CPU
- 16 GB RAM
- Main Hard drive 50 GB free HDD space (see also **SQL Server** section below)
- Second Hard drive for Archives/Backups-500 GB free HDD space
- Active Directory (Workgroups are not supported)
- A domain controller cannot be used as the GUARD1 server

### **SQL Server**

- Standard or Enterprise Edition. *Express Edition is not supported.*
- SQL Server 2019 with Reporting Services in Native Mode.
- SQL Server can run on the GUARD1 server or on a different server.
- The SQL Server hard drive must have space to accommodate growth of the databases:
- Without Tracking or Duress typical database growth is ~500MB per year.
- With Tracking and/or Duress typical database growth is ~15GB per year.
- These values are estimates. Actual growth is dependent on the number of objects (people, things and rules) and events (movements, scans, well-being checks, alerts).

### **Installation Requirements**

- Windows login with LOCAL ADMIN rights on the app server.
- Windows or SQL login with SYSADMIN rights on the SQL database server.
- Windows login with ADMIN rights on the SSRS server.
- If SSRS is not on the app server, a Windows Domain account with a non-expiring password is required to run the Guard1TrackingAppPool.

### **Connectivity**

- VPN or equivalent remote access to server for GUARD1 Professional Services and Technical Support.

## **Minimum requirements for Mobile Devices**

WiFi, SSL certificate and connectivity requirements apply to systems with **Mobile Devices**.

### **Third Party SSL Certificate**

- Required for on-premises system when Mobile Devices are implemented.
- Enables connectivity between the GUARD1 Mobile Devices and the GUARD1 server.
- Must be issued by a Trusted Root Certificate Authority.

### **Connectivity**

- VPN or other remote access to server for GUARD1 Professional Services and Technical Support.
- WiFi access is required where data is transferred or staff log in (control room, officer desk, etc.)
- Access to ManageEngine MDM server via Internet is required where mobile devices are charged or stored.

### **WiFi Infrastructure (Mobile)**

- A WiFi network that supports 802.11b or newer.
- A WiFi domain that supports WiFi roaming, with 802.11k and 802.11r.
- Minimum -67 dBm RSSI.
- Minimum 19 dBm SNR.
- Co-channel or adjacent channel separation of at least 19 dBm.
- NTP service available to mobile devices.

## **Minimum requirements for Tracking and Duress, all systems**

Network Infrastructure requirements apply to systems with **Tracking** or **Duress**.

### **Network Infrastructure (Tracking and/or Duress)**

- CAT 5 cabling per drawing.
- Switches as agreed.
- DHCP reservations for all Tracking Receivers. A list of Receiver MAC addresses will be provided.

Your GUARD1 Project Manager will work with you to determine cabling drops and additional network infrastructure necessary. Unless otherwise noted, network infrastructure is the customer's responsibility.

## **Minimum requirements for Tracking and Duress, Hosted Systems**

A **server** to host the GUARD1 Remote Device Hub service is **required on the customer's network** (the same network as the Tracking Receivers). This can be a Virtual Machine or hardware server. *This server is provided, administered and maintained by the customer.*

### **Remote Device Hub Server – Operating System**

- Windows Server 2016

### **Remote Device Hub Server – Hardware**

- 2.80 GHz 64-bit 10-thread CPU
- 32 GB RAM
- Main Hard drive 100 GB free HDD space
- Dual Network Interface Cards (one for primary LAN, the other for Tracking LAN)
- Active Directory (Workgroups are not supported)
- A domain controller cannot be used as the GUARD1 Remote Device Hub server

### **Installation Requirements**

- Windows login with LOCAL ADMIN rights on the app server.

### **Connectivity**

- VPN or equivalent remote access to the server for GUARD1 Professional Services and Technical Support.
  - Beyond Trust jump client is preferred
- Internet access is required for communication with the hosted application server

## **Requirements for Integration**

**Integration** requirements apply to systems with optional JMS, OMS or management system integration. Integration requires an in-depth review – please speak with your GUARD1 Account Manager.

### **JMS/OMS Integration**

- The customer or customer's management system vendor will provide an export file from JMS system meeting GUARD1's current JMS/OMS export requirements.
- The export is typically saved to a shared folder on a server or SFTP share.
- GUARD1 requires unique identifiers for beds and bed assignments.

**Exhibit B**  
**GUARD1 Real Time Statement of Work**

## **Overview**

The complete Statement of Work will include:

- Common work for all systems. See Statement of Work for All Systems.
- Server setup and software installation. See Statement of Work for On-Premises Systems or Statement of Work for Cloud Systems.
- Hardware setup. See Statement of Work for PIPE and/or Mobile Device and/or Duress/Active Tracking.
- Optional implementation of a management system interface. See Statement of Work for Management System / JMS / OMS Integration.

TimeKeeping Systems' work will be performed remotely unless otherwise agreed.

Customer assistance is important in defining work parameters and setting up the IT environment.

## **Statement of Work for All Systems**

**Purpose:** This is the work common to all GUARD1 Real Time systems.

### **Initial IT Review**

**Participants:** TimeKeeping Systems, Customer IT staff

**Typical Duration:** 30 minutes

**Work performed:**

TimeKeeping Systems will review the System Requirements with your team.

TimeKeeping Systems will provide the IT Deployment Guide to your team and review the information needed in order to begin the implementation process.

TimeKeeping Systems will set up the Kickoff meeting and provide an agenda.

**Deliverables:**

Deployment Guide information form completed by Customer

Samples provided to TimeKeeping Systems for forms being used, current wristband, ID badge

Project participants identified: Project Champion, Principal IT Contact

## **Kickoff Meeting**

**Participants:** TimeKeeping Systems, Project Champion, Principal IT Contact, others to be identified

**Typical Duration:** One hour

**Work performed**

Review the components of the system being implemented.

Review the steps of the implementation process.

Discuss requirements, where applicable, for cabling, and infrastructure.

Discuss requirements for Customer WiFi environment (for mobile devices).

Discuss training and develop a preliminary plan.

Set a date for IT environment preparation by Customer.

**Deliverables:**

- Date set for remote system implementation
- Preliminary action plan

**◆ Milestone: Project Started****IT Environment Preparation****Work performed**

- The Customer will prepare an environment that meets the System Requirements
- The Customer will notify TimeKeeping Systems and confirm the system implementation date

**Deliverables:**

- Hardware and software prerequisites are met on client workstations.
- Active Directory groups created and users assigned for GUARD1ControlRoom, GUARD1Management, GUARD1Supervisors, GUARD1Reports, GUARD1System
- Review environment with TimeKeeping Systems
- Date confirmed for remote system implementation
- Customer IT staff assigned and available

**◆ Milestone: IT Environment Ready****Install GUARD1 on the server**

Typical Duration: Variable, depends on features, environment and scheduling

Participants: TimeKeeping Systems, Customer IT staff

**Work performed:**

- TimeKeeping System will install GUARD1 Real Time on the server – for cloud systems, on an Azure instance implemented by TimeKeeping Systems; for on-premises systems, on the Customer's server.
- Configure inmates, officers, assets, locations if JMS/OMS Integration is not implemented (up to 200 objects)
- Create Duty Posts
- Create Well-being Check Rules and Calendar / Inspection Rules
- Configure Maps and Zones
- Configure Activities, Handouts and Observations
- Configure Reports
- Configure Alerts and Notifications
- Configure System Agents
- Confirm Data Maintenance runs successfully

**Install GUARD1 on a client workstation**

Participants: TimeKeeping Systems, Customer IT staff

**Work performed:**

- Install GUARD1 Real Time Client on Customer workstation
- Confirm that user can log in and access functions appropriate to their AD group assignment
- Review Client installation process with Customer IT staff for remaining workstations

**System Check-Out**

Participants: TimeKeeping Systems, Customer IT staff

Work performed:

Confirm the system is functional

Deliverables:

System is installed and functional

◆ **Milestone: System is Customer Ready**

### **Training**

Participants: TimeKeeping Systems, Customer operations staff

Typical Duration: Varies depending on system size. Typically one to two days.

Work performed:

Review the GUARD1 system using Customer's deployment

How to enter data

How to use the system

How to run reports

Set date for followup call

Additional items such as Mobile Device training will be defined in a Training Plan as appropriate

Deliverables:

Customer is trained in use of the system

Customer is ready to enter data

Date set for go-live followup

◆ **Milestone: System is Go-Live Ready**

### **Go Live**

Participants: TimeKeeping Systems, Customer operations staff

Work performed:

TimeKeeping Systems staff is available to support Customer go live.

Deliverables:

System is up and running and in use

◆ **Milestone: System is Live**

### **Followup**

Typical Duration: 30 minutes

Participants: TimeKeeping Systems, Project Champion

Work performed:

Review system status

Determine and address any Customer problems

Set additional followup, if appropriate

Deliverables:

Installation and implementation are complete, or another followup

◆ **Milestone: Customer Approval**

**Customer Acceptance**

Typical Duration: 30 minutes

Participants: TimeKeeping Systems, Project Champion

Work performed:

Review additional steps for system upkeep and maintenance

Customer accepts the system (sign-off)

Deliverables:

- Signed Customer acceptance

◆ **Milestone: Implementation Complete**

## **Statement of Work for Server Implementation**

GUARD1 can be deployed as an on-premises or cloud system. Only one of these statements of work will apply.

### **Statement of Work for On-Premises Systems**

**Purpose:** To implement the hardware environment for an on-premises Windows Server and SQL Server based GUARD1 system.

#### **IT Environment Preparation**

**Work performed**

TimeKeeping Systems will review requirements with the Customer

The Customer will prepare an environment that meets the System Requirements

The Customer will notify TimeKeeping Systems and confirm the system implementation date

**Deliverables:**

Hardware and software prerequisites are met on server(s) and workstations.

Active Directory groups created and users assigned for GUARD1ControlRoom,  
GUARD1Management, GUARD1Reports, GUARD1System

SQL Server database maintenance includes database backup plan, recovery process, and  
archiving schedule

SQL Reporting Services is installed and configured

Date confirmed for remote system implementation

Customer IT staff assigned and available

#### **◆ Milestone: On-Premises Server is Ready**

## **Statement of Work for Cloud Systems**

**Purpose:** To implement a cloud based GUARD1 system.

#### **IT Environment Preparation**

**Participants:** TimeKeeping Systems, Customer operations staff

**Work performed**

TimeKeeping Systems will prepare a cloud system that meets the System Requirements

TimeKeeping Systems will contact Customer and confirm the system implementation date

**Deliverables:**

Cloud system ready for implementation

Local Active Directory groups created and users assigned for GUARD1ControlRoom,  
GUARD1Management, GUARD1Reports, GUARD1System

#### **◆ Milestone: Cloud Server is Ready**

## **Statement of Work for Hardware Implementation**

GUARD1 supports multiple hardware options. One or more of these statements of work will apply, depending on the hardware selected by your organization.

### **Statement of Work for PIPE Systems**

Purpose: Set up hardware and checkpoints for the PIPE.

#### **IT Environment Preparation**

Work performed

Locations planned for IP Downloader(s)

Ethernet connection available for IP Downloader(s)

Deliverables:

IP Downloaders connected and ready

◆ **Milestone: Downloaders Ready**

### **System Implementation**

Work performed

Assign iButtons or QR/NFC tags to locations

Set up button wallets

Configure IP Downloaders

◆ **Milestone: Hardware Ready**

## **Statement of Work for Mobile Device Systems**

Purpose: Set up mobile devices, supporting WiFi, and RFID tags and checkpoints.

#### **IT Environment Preparation**

Participants: TimeKeeping Systems, Customer operations staff

Work performed

The Customer will prepare an environment that meets the WiFi System Requirements

Deliverables:

WiFi configured to system requirements, including 802.11r and k, if required for mobile devices

SSL Certificate procured for Mobile Clients

Internet access for Mobile Device Management (MDM)

Customer IT staff assigned and available

◆ **Milestone: IT Environment Ready**

### **Remote System Implementation**

Participants: TimeKeeping Systems, Customer operations staff

Work performed

Set up printing of RFID wristbands or ID cards

Assign tags to inmates

◆ **Milestone: System is Customer Ready**

**Training**

Participants: TimeKeeping Systems, Customer operations staff

Work performed:

Discuss mobile device workflows

How to use mobile devices

Hands-on officer training

◆ **Milestone: System is Go-Live Ready**

**Statement of Work for Duress / Tracking Systems**

Purpose: Set up and implementation of zone-based positioning system

**IT Environment Preparation**

Work performed

Note: The network for GUARD1 receivers will be provided by the Customer unless otherwise agreed. TimeKeeping Systems recommends an independent network for duress and tracking systems.

Prepare a network environment that meets the System Requirements.

Install network cabling

Deploy switches and other network infrastructure

Deliverables:

Network cabling

Customer IT staff assigned and available

◆ **Milestone: IT Environment Ready**

**Install GUARD1 on the server**

Work performed

Assign Duress Devices to officers

Assign tags to inmates

Configure Zones and Maps

Configure Tower Lights

Configure System Agents

**System preparation**

Work performed

Install receivers

Configure Receivers

Tune receivers and optimize the system to maximize accuracy of location information

◆ **Milestone: System is Customer Ready**

## **Statement of Work for Integration**

GUARD1 integrates with a management system, for patients, residents, offenders, etc. This integration is optional, so the statement of work below will apply if your system includes integration.

### **Statement of Work for Management Systems (JMS / OMS) Integration**

#### **Export File Preparation**

Work performed

The Customer will provide an export file that meets TKS specifications

The Customer export will provide unique bed assignments per individual

The Customer export will provide a URI for individuals' photos

Deliverables:

XML Export file that meets TKS specifications

Sample export file available for TKS development

If an XML Export file is not available, the Customer will provide an agreed-on export

◆ **Milestone: Export Ready**

#### **Export File Preparation**

Work performed

TimeKeeping Systems will complete the integration using the Customer's export file

Deliverables:

Integration is complete in GUARD1

Ready for testing

◆ **Milestone: Export Ready**

#### **System Checkout**

Participants: TimeKeeping Systems, Customer IT staff, Project Champion

Work performed:

Confirm access to management system data

Confirm access to photos

Confirm that data is correct

Deliverables:

Integration is complete and functional

◆ **Milestone: Integration is Customer Ready**

**Exhibit C**  
**Equipment, Software and/or Services**

Subject to the terms and conditions of this Agreement, TimeKeeping Systems, Inc. ("TKS") offers, and Customer agrees to purchase, the Equipment, Software and/or Services as specified in:

- TKS Quote Number \_\_\_\_\_, incorporated herein by reference.
- Customer Purchase Order \_\_\_\_\_. Terms and conditions that appear on or are referenced in Customer's Purchase Order that are inconsistent with this Agreement are and shall be null and void.
- Price List (specify) \_\_\_\_\_
- Other (specify) \_\_\_\_\_

Lease term. If this section is checked, it applies to leased items identified in the above documents. Leased Items shall remain the property of TKS, and shall be leased to customer for a period of \_\_\_\_\_ years (the Lease Term). Customer agrees that if this Agreement is cancelled before the end of the Lease Term, all remaining lease payments shall become immediately due and payable.

The parties may extend the lease beyond the original Lease Term by mutual agreement in writing.

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



ERNIE MOSER JEFF HOUGH KEN BULLOCK  
Commissioner Commissioner Commissioner  
1st District 2nd District 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:

Adam W McKinney

Department:

911 Communications

Requestor Email:

adam@bannockcounty.gov

Item(s) to be considered:

Seeking a signature on a shared-agency agreement (MOU) for Flex related to Minidoka County.

Date of meeting being requested: Time requested:

11/04/2025 5 Minutes

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

Other

Contract/Agreement Begin Date: Contract/Agreement End Date:

List of additional attendees:

**Bannock County 911****MINIDOKA COUNTY****Memorandum of Understanding****Motorola Flex (Spillman) Public Safety Software System**

This agreement, entered into this 4 day of November 2025, is executed pursuant to applicable governing laws. The parties acknowledge they have read and understand the terms and conditions contained therein. This Agreement sets forth provisions identifying the distribution of responsibilities, system management, and software services to be performed by Bannock County 911 and, MINIDOKA COUNTY, and all affiliated agencies pertaining to the Motorola Flex (Spillman) public safety software system.

**DEFINITIONS**

For the purposes of this Agreement, the following definitions will be understood between both parties.

Parties. The entities directly associated with this project include the Bannock County 911 and, MINIDOKA COUNTY. Other agencies connected to the Host Agency will be referred to as Shared Agencies. All responsibilities and negotiations will be between Bannock County 911 and MINIDOKA COUNTY; these parties will herein be referred to as the Host Agency and the Partner Agency:

Host Agency. Bannock County 911 will herein be referred to as the Host Agency. As such, the dedicated server for the software application will be maintained and stored at the Host Agency and associated facilities.

Partner Agency. MINIDOKA COUNTY will herein be referred to as the Partner Agency. As a shared entity utilizing the server at Bannock County 911, the software owned and operated by the Partner Agency will use the server at the Host Agency.

Shared Agency. Other agencies connected to the Host Agency server.

Motorola Flex (Spillman) System. All references to the system, software, or Flex/Spillman system refer to any version of the public safety software application provided by Motorola Solutions Inc.

*reduced 50%*  
267

Authorized Individual. An Authorized individual is one who has been given a unique username and password login to the Spillman System. Any Authorized individual must be a current employee of Bannock County 911 or affiliated agencies, OR MINIDOKA COUNTY, including all affiliated IT, GIS, Legal and other related departments, or an EMPLOYEE of an authorized Shared Agency.

## **1. DATA ENTRY AND USE**

### **1.1 TECHNOLOGY REVIEW AND STANDARDS COMMITTEE**

Policy, procedure, and management of the software Project will be governed by the Flex administration team:

### **1.2 FLEX ADMINISTRATION TEAM**

This committee will consist of members from the Host, Partner, and Shared Agencies. They will meet to define mutually-agreeable standards for system consistency. Terms of consistency are to include vocabulary and references throughout the Spillman System as well as definitions for all code tables.

Members of the Data Entry Standards Committee shall include:

#### **Bannock County 911/Affiliated Agencies**

- Spillman System Applications Administrator (SAA)
- Dispatch Supervisors from Pocatello, Chubbuck, and the Bannock County Sheriff
- Members of the Pocatello Fire Department and Ambulance District

#### **MINNIDOKA COUNTY**

- Spillman System Applications Administrator (SAA)
- Others as appointed by the chief:

#### **SHARED AGENCIES**

- One participant from each shared agency.

Should members of the Flex Administration Team disagree on any standard for the Flex/Spillman System, the Team will vote upon the matter. A minimum of four members of

the team must be present for a vote to commence and a simple majority will determine the position of the committee.

### 1.3 GEOBASE SETUP AND ONGOING MAINTENANCE

It will be the responsibility of the Host Agency to maintain the GeoBase files for the parties, including street center lines, partial layers, police zones, and common place names. The Partner Agency will be responsible to submit GeoBase data to the Host Agency for the street center lines, partial layers, police zones, and common place names related to their jurisdiction.

### 1.4 DATA AVAILABLE

The Host Agency shall allow the Partner Agency to maintain separate records and data specific to each party's Flex/Spillman System. Because data for each party is stored on the same server, each party will have access to computer programs and stored data within the Flex/Spillman System. Access to the agency data will be established and directed by the agency which to whom the data belongs. Data entered in to the system by any party becomes a part of the server database and will be subject to maintenance or archival procedures as determined by the Flex Administration Team.

Extent of access shall conform to the regulations set forth in applicable federal, state, and local law.

Neither party will sell, give, loan, lease or otherwise transfer title, possession, or use of any of the data of the other parties or screens by any person, firm, corporation, or association without prior written approval of the respective party. Each party acknowledges and agrees that the party may deny any of the aforementioned acts to be undertaken by the other party.

Dissemination of data or information is the responsibility of the agency recording the data or information in accordance with this Agreement and the applicable Public Disclosure Act.

Other entities will not disclose data except through specific contracts and agreements with application and data owners.

#### **1.5 AUTHORIZED USE**

The Agreement is intended for use by the Host Agency and Partner Agency's Public Safety employees only. The Flex Administration Team must approve all accounts that are not for the stated intent.

#### **1.6 INDIRECT ACCESS**

Each party will take measures to prevent unauthorized third party indirect access to the shared Flex/Spillman System. Examples of this would be gateways, dial-up, or cascaded Telnet sessions where the originator is not an Authorized individual of the Hosts Agency's network, but whose resultant IP address would appear to the network as being and Authorized individual's address. Should unauthorized use of the access as described in Section 1.4 paragraph 3 occur, any damages or costs of litigation including attorney's fees incurred by either party shall become the financial responsibility of the party of which the access was obtained.

#### **1.7 USER ACCOUNT ACCESS TO Flex/SPILLMAN SYSTEM**

Each user of the Flex/Spillman System shall have a unique user account with a unique password, thereby identifying the user as an Authorized individual. This account is used within the Flex/Spillman System to determine system rights, and to provide a method of accounting for access to information. For security, sharing of accounts within an agency for any purpose is expressly prohibited. Every user should have an account as determined through the technical committee member for that agency issuing the user account. Exceptions to this paragraph (generic logins) may be made by the Standards Committee.

### **2. SECURITY**

#### **2.1 SECURITY PRIVILEGES**

All parties reserve the right to make all decisions and establish all security privileges pertaining to the individual party's data stored in the Flex/Spillman system. Each agency is entitled to full system access to administer the Flex/Spillman System and the specifications for each Authorized individual and user. Each agency is prohibited from modifying any part of another party's data without written consent.

## **2.2 AUTHORIZED INDIVIDUAL USERS**

Each party has full authorization to add, modify, and delete any information or system access for the party's own users. Each agency is prohibited from modifying any aspect of an Authorized User's access rights and privileges for another agency without written consent.

## **2.3 USER PERMISSIONS**

Each party reserve the right to establish the permissions granted to each individual user employed by the party. Authorized individual permissions include accessibility to specific modules and applications, ability to view, modify, delete, and print any aspect of the Spillman System as defined by the administrator-approved permissions for the Authorized individual. Each agency also maintains the right to partition specific records and information within any record that is deemed private and inaccessible by another party.

## **2.4 AUTHORIZED USER POLICY**

Each agency will create and maintain an authorized user policy (AUP) that meets or exceeds the standards set forth by the Technical Committee.

# **3.0 INFRASTRUCTURE**

## **3.1 HARDWARE MAINTENANCE**

The Hosts Agency agrees to either obtain or maintain a maintenance contract with all hardware vendors at all times, including backup generator(s) or reserve power supplies. The Host Agency is responsible to renew these hardware contracts as necessary with all involved entities.

### **3.2 MINIMUM HARDWARE SPECIFICATIONS**

Connected computers (laptops or PCs) with access to the Flex/Spillman System will comply with the most current "Minimum Specifications" document provided by Motorola Solutions, Inc. Each party will be responsible to maintain hardware to meet these specifications.

### **3.3 ACCESS TO SPILLMAN SYSTEM**

The Host Agency will do everything within reason to ensure that the Partner Agency has access to the Flex/Spillman System 24 hours a day, 7 days a week. Should availability to the Flex/Spillman System be terminated, for any reason whatsoever, the Host Agency will immediately notify the Partner Agency of the lapse in system access. Each party is responsible for their agency's access to the server. Should access to the server lapse for a party, the individual party is responsible to work with appropriate parties to restore system availability, and to further provide notification to the other party when system availability is restored.

### **3.4 FLEX/SPILLMAN SYSTEM/NETWORK MAINTENANCE**

**3.4.1** The Flex/Spillman System and the Host Agency networks will be available as set forth in this section with the following exceptions:

#### **3.4.2 SCHEDULED MAINTENANCE**

The Host Agency reserves the right to schedule preventative maintenance on all systems. Preventative maintenance will be scheduled a minimum two weeks in advance in an attempt to minimize impacts to all parties. The Host Agency should try and provide written notice of any scheduled maintenance to the Partner Agency a minimum of two weeks in advance. The Partner Agency must notify the Hosts Agency one week prior to the scheduled maintenance window if the Partner Agency requires the Spillman System to be available or "live" during scheduled maintenance. The parties agree and acknowledge that scheduled maintenance may result in loss of service to the Spillman

System for a period of time.

#### **3.4.3 SOFTWARE AND HARDWARE UPGRADES OR MODIFICATIONS**

The Flex Administration Team will meet bi-monthly to jointly determine which upgrades or hardware acquisitions the parties will implement. In addition, if upgrades, additional modules, or new hardware are determined necessary and acceptable by all parties, the committee will determine the most appropriate time for scheduled modifications to minimize the impact to the parties.

Software and Hardware upgrades or modifications differ from normally scheduled maintenance, in that the Spillman System will be unavailable for the duration of the upgrade. It is conceivable that an upgrade may take a couple of days. In the event that the Flex Administration Team agrees to an upgrade for both parties, the Host Agency will notify the Partner Agencies of the scheduled upgrade at least one month prior to the scheduled upgrade time. The Hosts Agency will make every reasonable attempt to schedule the upgrade to minimize impacts to the Partner and Shared Agencies.

#### **3.4.4 EMERGENCY MAINTENANCE**

The Host Agency will coordinate emergency maintenance with the Partner Agency whenever necessary and possible.

#### **3.4.5 HOST AGENCY'S TECHNICAL ASSISTANCE**

The Host and Partner Agencies will each maintain at least one certified Spillman Application Administrator (SAA). SAA'S for each agency are expected to provide technical support to users from their agency, and any Shared agencies they contract with.

#### **3.4.6 CONFIGURATION MANAGEMENT**

All server configuration changes will be made by the Host Agency's Department in coordination with the Partner Agency. The Partner Agency will provide the Host Agency

with a primary and alternate contact name of authorized personnel who can coordinate/request changes to the current network.

#### **3.4.7 REDUNDANCY, BACKUP, & ARCHIVING**

The Host Agency will use "best practices" in maintaining redundancy, backups, and archives of all data.

#### **3.4.8 SECURITY AND INTEGRITY**

The Host Agency's network is protected from the Internet with firewall security to prevent unauthorized access from the Internet. The Partner Agency is responsible for securing the organization's computer resources against all unauthorized access.

### **4.0 TERMS OF CONTRACT**

#### **4.1 TERMINATION OF FLEXSPILLMAN LICENSE OR SUPPORT AGREEMENT**

If any party should terminate their License or Support contract with Motorola Solutions, Inc., the agency will provide written notice to the other parties of this agreement at least 30 days prior to the contract's termination. The Agency maintaining the License or Support contract with Flex/Spillman reserves the right to keep its own License and/or Support contract with the vendor as well as all system data belonging to the agency.

#### **4.2 TERMINATION OF MEMORANDUM OF UNDERSTANDING BETWEEN HOSTS AGENCY AND PARTNER AGENCY**

This MOU may be terminated by providing written notice of such termination. Termination will be effective on the date stated in the notice so long as the notice is properly given at least 60 days prior to such date. This agreement may be immediately terminated without notice upon an event of default. Should an event of default occur, there will be a 60 day allowance for any party to remedy the situation prior to Agreement termination. Events of default include but are not limited to the following:

- a. One party wrongfully uses data provided by the other parties.

- b. Unauthorized copying of data.
- c. In the event the Agreement is determined to be in conflict with federal or state law, City resolutions, or ordinances which are in effect at the time of this Agreement or may be imposed in the future,
- d. One party uses or attempts to use information provided in such a manner as to violate a taxpayer's right to privacy or to create an unfair competitive disadvantage for a taxpayer.
- e. One party sells, gives, leases, or loans access to the screens of the data contained therein to any person without the express written approval of the other interested party.
- f. One party allows access to the screens of the data contained therein or any part thereof, to be used as a list of individuals for commercial purposes.
- g. One party allows the connection of a computer network operated by any entity that is outside of the Hosts Agency's influence.
- h. One party violates any of the conditions set forth in the Minidoka County Computer Use Policies and Procedures.

#### 4.3 LIMITATION OF LIABILITY

The information supplied by the Host Agency described herein is provided on "as is" basis "with all faults."

The obligations of the Host Agency and the rights and remedies of the Partner Agency set forth in this clause are exclusive and in substitution for all the warranties, obligations and liabilities of the Hosts Agency and rights, claims and remedies of the Customer against the Hosts Agency express or implied, arising by law or otherwise, with respect to any data provided hereunder, including but not limited to any implied warranty arising from course of performance, courses of dealing or uses of trade, and any obligation, liability, right, claim or remedy for tort, or for any actual or alleged infringement of patents, copyrights or similar rights of third parties, or for any other direct, incidental or consequential damages

#### 4.4 TERMINATION OF AGREEMENT

This Agreement may be terminated upon mutual agreement. Termination will be effective on the date stated in the notice so long as the notice is properly given at least 30 days prior to such date.

#### 5.0 SHARED AGENCY'S EQUIPMENT COSTS

The Shared Agencies will be totally responsible and liable for all costs incurred in the acquisition of its own equipment, including telephone lines and other supplemental equipment and the costs of connecting that equipment with the Hosts Agency equipment. Where required by the Host Agency, the Shared Agencies will buy equipment specified by the Hosts Agencies for their computer network access. The Shared Agencies will be responsible for trouble shooting and maintaining their equipment and data link.

#### 6.0 ACCEPTANCE

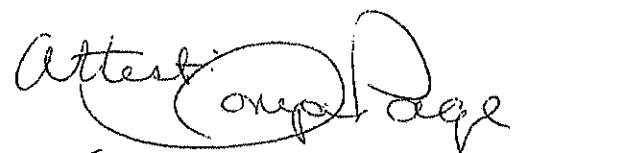
The Host Agency and Partner Agency hereby mutually acknowledge and accept the terms and conditions of this Agreement.

Bannock County Commission:

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

Minidoka County Commission:

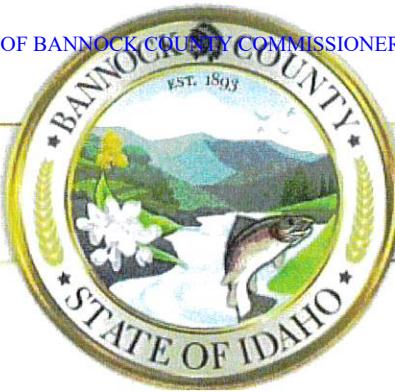
\_\_\_\_\_  
County Executive

Attest:   
Onya Page  
Clerk, Minidoka County  
8-26-2024

## 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](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](mailto:agendarequest@bannockcounty.us) by NOON on the Thursday prior to the scheduled meeting.**

**Name/Department:**

Matthew K. Phillips / Human Resources & Risk Management

**Item to be considered/background:**

Requesting employee wellness Nov. food drive co-marketed with Idaho Food Bank, allow community donation approved by site managers, allow employee` volunteer

**How much time will be needed? Meeeting date requested:**

5-10 minutes

11/4/25

**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:**

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

Commissioner Office Only:

Date: \_\_\_\_\_ Time: \_\_\_\_\_

## BANNOCK COUNTY COMMISSIONERS

624 E. Center, Pocatello, ID 83201

Phone: (208) 236-7210 • Fax: (208) 234-7363



ERNIE MOSER

Commissioner  
1st District

JEFF HOUGH

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**E-mail this completed form and any supporting documents to [agendarequest@bannockcounty.us](mailto:agendarequest@bannockcounty.us) by NOON on the Thursday prior to the scheduled meeting.**

## Name/Department:

Matthew K. Phillips / Human Resources &amp; Risk Management

## Item to be considered/background:

Bond application to meet requirements of Idaho Department of Lands land use permit for Kinport Tower.

## How much time will be needed?      Meeeting date requested:

5 minutes      11/4/25

## 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:

Jon Radford, Chief Deputy Prosecuting Attorney

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

Commissioner Office Only:

Date: \_\_\_\_\_ Time: \_\_\_\_\_

# United Fire & Casualty Company

118 Second Avenue SE PO Box 73909 Cedar Rapids, Iowa 52407-3909

## APPLICATION FOR LICENSE & PERMIT BONDS

GENERAL INFORMATION			
NAME OF APPLICANT Bannock County, Political Subdivision		BOND NO. _____ EXECUTED: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Premium: \$ _____	
BUSINESS ADDRESS 624 E. Center Street, Rm 214		BUSINESS TYPE: Government	
STREET CITY STATE ZIP		BUSINESS PHONE NO. (208) 236-7217	
TYPE OF BOND Land Use Permit Bond		AMOUNT \$ 5,000	
NAME OF OBLIGEE State of Idaho, Department of Lands		EFFECTIVE DATE 9/30/2025	
OBLIGEE ADDRESS 300 N. 6th Street, Suite 103		CITY Boise	
STREET CITY STATE ZIP		ID 83702	
HAS APPLICANT BEEN PREVIOUSLY BONDED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No WHEN? _____ WHAT COMPANY? _____			
HAS APPLICANT EVER BEEN BANKRUPT? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No WHEN? _____			
HAS APPLICANT EVER CAUSED A SURETY LOSS? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No WHEN? _____			
HAS BOND APPLICATION EVER BEEN DENIED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

LICENSE AND PERMIT BOND			
NET WORTH \$	PUBLIC LIABILITY INSURANCE LIMIT \$ 3,000,000 Agg/500,000 Occ Statutory Tort Limits	PROPERTY DAMAGE INSURANCE LIMITS \$ 3,000,000 Agg/500,000 Occ	

REFERENCES						
Persons acquainted with you at least five years (reference type preferred: bankers, merchants or suppliers)						
NAME 1.	STREET ADDRESS	CITY	STATE	ZIP	PHONE NO.	REF. TYPE
2.						
3.						
4.						
5.						

AGENT'S RECOMMENDATION	
Highest Recommendation - Public Funded Governmental Entity	
AGENT CODE: 720006	AGENCY NAME: Mutual Insurance Associates, Inc. ADDRESS: 1575 Baldy Avenue, Pocatello, ID 83201

We/I, the undersigned, certify that the foregoing License & Permit Bond Application is true and that it is made for the purpose of inducing the UNITED FIRE & CASUALTY COMPANY (hereinafter called the Surety) to execute or procure the execution of or continue the bond or undertaking hereinbefore described. Each of the undersigned further affirms that we/I understand the bond applied for is a credit relationship, and hereby authorizes the Surety to gather such credit information it considers necessary and appropriate for purposes of evaluating whether such credit should be granted. In consideration of the Surety executing or procuring the execution of or continuing the suretyship hereinbefore described or other suretyship in lieu thereof or in connection therewith, the undersigned do, jointly and severally and for each other undertake and agree: **FIRST:** That the statements contained in the foregoing application are true. **SECOND:** To pay the Surety the usual annual premium in advance for each year, to be so continued until the Surety shall have been fully discharged and released from all liability upon such suretyship and all matters arising therefrom and until there shall have been furnished to the Surety at its principal office in the City of Cedar Rapids, Iowa, due and satisfactory proof by legally competent evidence of such discharge and release. **THIRD:** That the undersigned each in his own proper name and person, and no official designation or otherwise after such signature shall be deemed other than descriptive personae, agree to at all times indemnify and keep indemnified the Surety and hold and save it harmless from and against any and all liability, damages, loss, cost, charges and expenses of whatever kind or nature, including attorney fees which said Surety for any cause, at any time may sustain or incur for any reason or in consequence of the suretyship above recited or upon any renewals, alterations, modifications and extensions thereof; such payments to be made to the Surety as soon as it shall become liable therefor, whether the Surety shall have paid such sum or any part thereof. **FOURTH:** That no act or omission of the Surety in modifying, amending, limiting, or extending any bonds or undertakings, executed by the Surety shall in any way affect the liability of the undersigned, nor shall the undersigned be released from any such bonds or undertakings and may execute renewals thereof or other new obligations in its place or in lieu thereof and without notice to the undersigned, notice being expressly waived and in any such case the undersigned shall be liable to the Surety as fully and to the same extent on account of any such altered, changed, modified, amended, limited, extended instrument or such renewal or renewals thereof or other new obligations in its place or in lieu thereof as if such instrument were designated at length herein. That the Surety shall have the right, at its option, to fill up any blanks left herein, to correct any errors in the description of said bond, bonds or undertakings or any of them. It is hereby agreed that such insertions or corrections shall be prima facie correct. **FIFTH:** That all the terms and conditions of this agreement shall stand for the protection of any co-surety, and reinsuring company or any other surety procured by the UNITED FIRE & CASUALTY COMPANY above named, whether the UNITED FIRE & CASUALTY COMPANY does or does not execute or retain any portion of any such obligation. **SIXTH:** That the Surety shall have the exclusive right for itself, and for the principal on said bond, to decide and determine whether any claim, demand, liability, suit, action, order, judgment or adjudication made or brought against said Surety and principal on said bond, bonds or undertakings, either jointly or severally shall or shall not be defended, tried, appealed, settled or compromised, and this decision shall be final, conclusive and binding upon the undersigned, and any other judgment, adjudication settlement or compromise made, entered or affirmed as a result thereof, or any loss, cost, charge, expense or liability thereby incurred, sustained or paid shall be borne by them, and the undersigned expressly consents thereto. That in event of payment, settlement or compromise, in good faith, of liability, loss, costs, damages, expenses and attorneys' fees, claims, demands, suits and judgments as aforesaid, an itemized statement thereof, sworn to by an officer of the Surety, or the voucher or vouchers or other evidence of such payment, settlement or compromise, shall be prima facie evidence of the fact and extent of the liability of the undersigned, in any claim or suit hereunder, and in any and all matters arising between the undersigned and the Surety. **SEVENTH:** That the undersigned waives all rights to claim any property, including homestead, as exempt from levy, attachment, execution, sale or other legal process under the law of any State or States. **EIGHTH:** That if the undersigned, or one or more of them be a corporation, that it is specifically and beneficially interested in such suretyship and that the officer executing this agreement on behalf of such corporation is thereunto duly authorized with full power to bind such corporation in the premises. **NINTH:** The undersigned hereby authorizes and requests any or all depositories or banks in which any funds of the undersigned may be deposited or from which monies may be borrowed, to advise the Surety whenever requested by it, the amount of such deposits and/or loans; and any depository bank, material man, supply house, or other person, firm or corporation is hereby authorized to furnish any information requested by the Surety concerning any transactions with the undersigned.

## CORPORATE SIGNATURE(S) OF APPLICANT(S) FOR BOND

<p><b>Important</b></p> <p>If sole owner, applicant must sign on behalf of firm. Spouse must sign personal indemnity below.</p> <p>If a partnership, two authorized partners must sign on behalf of firm. The two authorized partners and their spouses must sign personal indemnity below.</p> <p>If a corporation, an authorized officer must sign on behalf of firm. Owners of the corporation and their spouses must sign personal indemnity below.</p> <p>If Limited Liability Corporation (LLC)/Limited Liability Partnership (LLP), an authorized manager must sign on behalf of LLC/LLP. The authorized manager and his/her spouse must sign personal indemnity below.</p>	<p>Signed this 4th day of November, 2025.</p> <p><b>Firm Name:</b> Bannock County, Political Subdivision</p> <p><b>Signature</b> X _____ Printed Name: Jeff Hough, Chairman of Bannock County Commissioners</p> <p><b>Signature</b> X _____ Printed Name: _____</p> <p>(Witness)</p>
--	--

In consideration of the execution by the UNITED FIRE & CASUALTY COMPANY of the suretyship herein applied for, each of the undersigned, jointly and severally, agrees to be bound by all of the terms of the foregoing indemnity agreement executed by this applicant, as fully as though each of the undersigned were the sole applicant named herein and admit to being financially interested in the performance of the obligation which the suretyship applied for is given to secure.

## SIGNATURE(S) OF APPLICANT(S) FOR BOND

<p>Signature X _____ Printed Name: Jeff Hough, Chairman of Bannock County Commissioner Residence Address: _____ Phone: (208) 236-7210 SSN: _____ DOB: _____</p>	<p>Signature X _____ Printed Name: Ernie Moser, Commissioner Residence Address: _____ Phone: (208) 236-7210 SSN: _____ DOB: _____</p>
<p>Signature X _____ Printed Name: Ken Bullock, Commissioner Residence Address: _____ Phone: (208) 236-7210 SSN: _____ DOB: _____</p>	<p>Signature X _____ Printed Name: _____ Residence Address: _____ Phone: _____ SSN: _____ DOB: _____</p>

State of Idaho County of Bannock County

## ACKNOWLEDGMENT OF INDEMNITOR(S)

On the 4th day of November, 2025, before me personally appeared,

to me known and known to me to be the person(s) described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same as his free act and deed.

(NOTARY PUBLIC)

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:

Request from the Idaho Transportation Department to Quit Claim a highway right of way conveyance to the ITD.

Date of meeting being requested: Time requested:

11/04/2025

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:

Jonathan Radford

**IDAHO TRANSPORTATION DEPARTMENT**

P.O. Box 7129  
Boise ID 83707-1129

(208) 334-8000  
itd.idaho.gov

October 21, 2025

**VIA EMAIL**

Board of County Commissioners (Bannock County)  
624 E Center Street, Room 101  
Pocatello, ID 83201

RE: Project No. A021(860)  
Key No. 21860  
Parcel No. 11  
Parcel ID No. 52639

Dear Commissioners:

Attached is an original QUITCLAIM DEED between **STATE OF IDAHO, IDAHO TRANSPORTATION BOARD, acting by and through the IDAHO TRANSPORTATION DEPARTMENT ("ITD")** and **BANNOCK COUNTY, a political subdivision of the State of Idaho**, for highway right of way conveyances for the above-referenced Project. The quitclaim deed will convey the ownership of the existing prescriptive right of way on Parcel 11 (US-91, Yellowstone Ave) to the State of Idaho. This portion of the parcel is already being utilized as state highway.

Please sign and have the document notarized. Once completed, please return the document to the local ITD office located at 5151 S. 5<sup>th</sup> Ave., Pocatello, ID 83201, Attention: Kevin Sonico. Once received and reviewed, the quitclaim deed will be recorded.

If you have any questions, please contact me at (208) 334-8574 or by email at [brenda.boren@itd.idaho.gov](mailto:brenda.boren@itd.idaho.gov).

Sincerely,

A handwritten signature in black ink, appearing to read 'Brenda Boren'.

Brenda Boren  
Senior Right of Way Agent

Enclosures

After recording return to:  
Idaho Transportation Department  
Attn: HQ ROW  
3311 West State Street  
Boise ID 83703

Project No. A021(860)  
Key No. 21860  
Parcel No. 11  
Parcel ID No. 52639

### QUITCLAIM DEED

THIS INDENTURE is made this 4<sup>th</sup> day of November, 2025, by and between **BANNOCK COUNTY, a political subdivision of the State of Idaho**, whose address is 624 E Center Street, room 101, Pocatello, Idaho 83201, and the **STATE OF IDAHO, IDAHO TRANSPORTATION BOARD, by and through the IDAHO TRANSPORTATION DEPARTMENT**, its successors and assigns, whose address is Attn: HQ ROW, 3311 West State Street, Boise, Idaho 83703 ("Grantee").

WITNESSETH: That Grantor, for value received, does, by these presents, remise, release and forever QUITCLAIM unto Grantee the following described real property, together with appurtenances, situated in the County of BANNOCK, State of Idaho, to-wit:

SEE LEGAL DESCRIPTION AND DEPICTION ON **EXHIBIT A** ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

Consisting of approximately 0.043 acres of existing prescriptive right of way.  
US 91 Station Reference: 27+79.79 to 28+29.88.

TO HAVE AND TO HOLD, all and singular the said premises, unto Grantee, and to Grantee's heirs and assigns forever.

IN WITNESS WHEREOF, Grantor has executed this Quitclaim Deed the day and year first above written.

## GRANTOR

By: ERNIE MOSER, District 1 Commissioner

Date: Nov. 4, 2025

By: \_\_\_\_\_  
**JEFF HOUGH**, District 2, Commissioner  
Chair of the Board

Date: Nov. 4, 2025

By: \_\_\_\_\_  
**KEN BULLOCK**, District 3 Commissioner

Date: Nov. 4, 2025

STATE OF IDAHO )  
 ) SS.  
County of BANNOCK )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared ERNIE MOSER, known or identified to me to be the District 1 Commissioner for Bannock County, JEFF HOUGH, known or identified to me to be the District 2 Commissioner and Chair of the Board for Bannock County, and KEN BULLOCK, known or identified to me to be the District 3 Commissioner for Bannock County, and acknowledged to me that they executed the foregoing instrument for and on behalf of BANNOCK COUNTY.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public for IDAHO  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

**EXHIBIT A**

RECORD AT THE REQUEST OF THE STATE OF IDAHO  
FEE EXEMPT – I.C. 67-2301  
Page 3 of 3

Idaho Transportation Department  
US-91, Park Lawn Ave to Siphon Rd  
Project No. A021(860)  
Key No. 21860  
**Parcel No. 11**  
Parcel ID No. 52639



Prepared: September 11, 2024

### FEE ACQUISITION

A portion of the parcel described in Deed Instr. #288636, located in Section 3, Township 6 South, Range 34 East Boise Meridian, Bannock County, Idaho, more particularly described as;

Commencing at the Center Quarter Corner of Section 3, Township 6 South, Range 34 East and running thence N 00°23'04" W 1673.20 feet along the Meridional Centerline of said Section 3 to the **True Point of Beginning**;

Thence S 89°38'44" W 37.32 feet,

Thence N 00°21'24" W 50.07 feet,

Thence N 89°38'49" E 37.29 feet to said Meridional Centerline,

Thence S 00°23'04" E 50.07 feet along said Meridional Centerline to the **Point of Beginning**.

Parcel contains  $\pm 0.043$  acres; consisting of  $\pm 0.043$  acres of existing prescriptive right-of-way and  $\pm 0.000$  acres of net required right-of-way.

Parcel station limits of US-91 centerline 27+79.79 to 28+29.88.

CMS/RKK





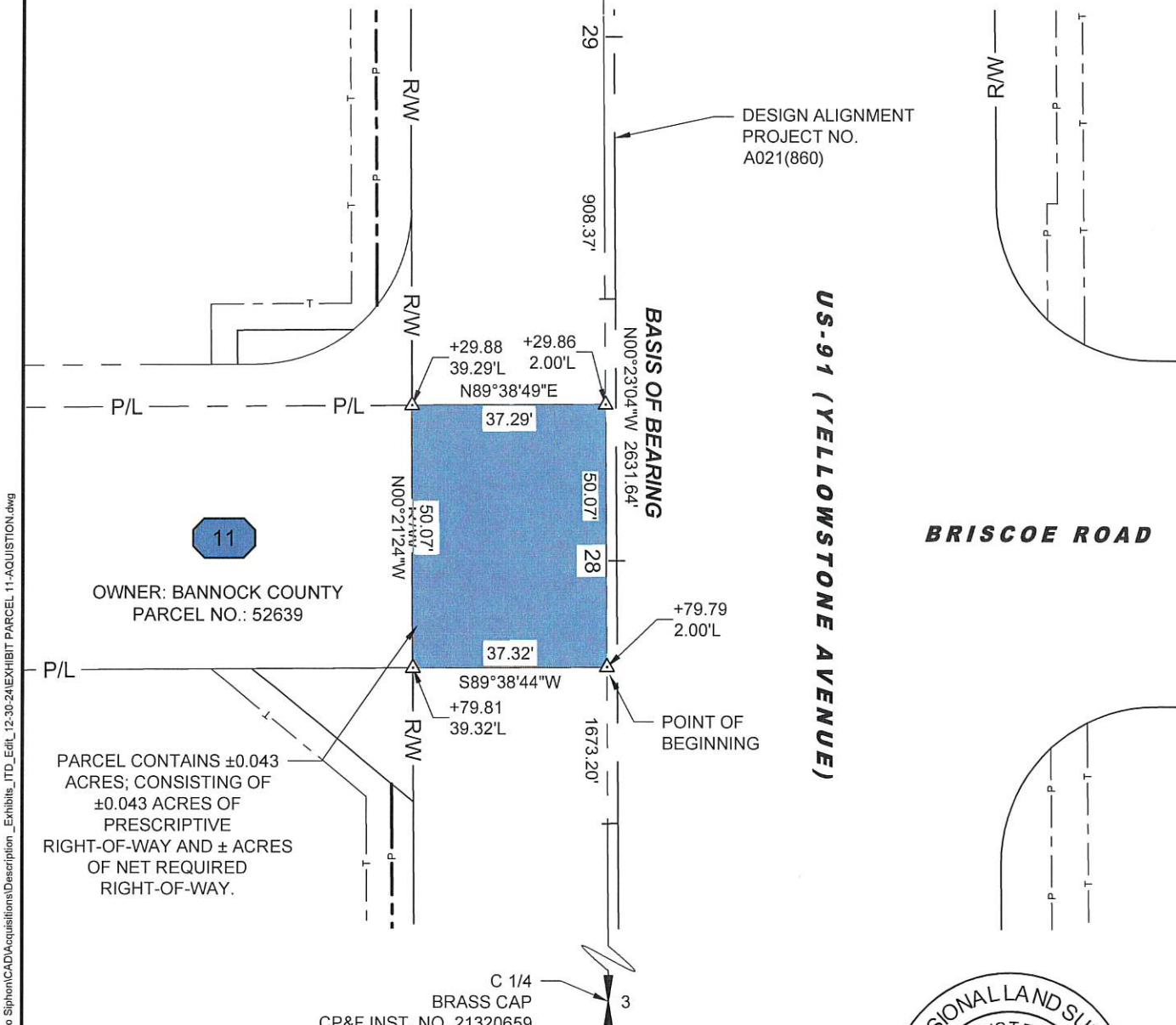
PARCEL 11 FEE ACQUISITION  
US-91, PARK LAWN AVE TO SIPHON RD  
PROJECT NO. A021(860) KEY NO. 21860

A PART OF SECTION 3,  
TOWNSHIP 6 SOUTH, RANGE 34 EAST B.M.,  
BANNOCK COUNTY, IDAHO



SCALE: 1"=30'

1/4 CORNER  
BRASS CAP  
CP&F INST. NO. 21111672



**PUBLIC NOTICE OF  
28-DAY COMMENT PERIOD  
FOR TITLE III PROJECTS**

**BANNOCK COUNTY BOARD OF COMMISSIONERS HEREBY GIVE NOTICE** that Bannock County has submitted to DEQ an Operations Plan for the Fort Hall Mine Landfill facility. The Fort Hall Mine Landfill (FHML) is operated in compliance with Idaho and federal regulatory requirements. This plan provides the operating criteria required by Resource Conservation and Recovery Act (RCRA) Subtitle D, Subpart C, Parts 258.20 to 258.29 (July 2012) and Idaho Statutes Title 39, Chapter 74, Section 39-7412, Standards for Operation. This public notice is made pursuant to Idaho Code 39-7411(6), and as determined in Section 31-819 of Idaho Code. This plan may be reviewed at Idaho State University's library, Portneuf District Library, Marshall Public Library, Inkom Public Library, McCammon Public Library, Lava Public Library, Downey Public Library, the Bannock County Landfill and online at <https://www.bannockcounty.gov/landfill/>. Office hours are from 7:00 a.m. 5:00 p.m., Monday through Saturday, except federal holidays. The public is invited to comment on this landfill facility Operations Plan. The 28-day comment period commences with the first publication of this announcement on 11/1/2025. Written comments will be accepted during the public comment period and should be to be directed to:

The Idaho Department of Environmental Quality  
Pocatello Regional Office  
Attn: Dustyn Walker  
444 Hospital Way, Suite 300  
Pocatello, ID 83201

If any person requires special assistance or accommodation please call 208-236-7210.

BOARD OF BANNOCK COUNTY COMMISSIONERS

  
Jeff Hough, Chairman

  
Ernie Moser, Member

  
Ken Bullock, Member

ATTEST:   
Jason C. Dixon, Clerk

Publication Dates: Nov 1, 8, 15, and 22, 2025

In The Matter of AUTHORIZATION )  
 TO EXCHANGE OR TRADE )  
COUNTY ASSETS/PROPERTY )

R.S. No 2025-73  
 November 4, 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 property belonging to the county under his/her jurisdiction or control which, in his/her judgment, is obsolete, worn, or damaged and is of greater value on a trade-in or exchange, with the consent of the Board, he/she may trade-in or exchange such property and apply its trade-in value on the purchase price of the replacement; and

WHEREAS, the following assets/property have been determined to be obsolete and worn and are of no further use to the County:

Quantity	Description	Asset/Serial Number or VIN
1	2020 Grader CAT 160 7-29	EB700195
1	2020 Loader CAT 950M 6-22	J1S03312
1	2007 Caterpillar 420E	HLS04730
1	2006 Caterpillar 252B	SCP02650

and

WHEREAS, it was determined to be in the best interest of the County to trade-in the above equipment as follows:

2007 Caterpillar trade in value of \$28,000 toward 2024 Backhoe Loader  
 2006 Caterpillar trade in value of \$12,000 toward 2025 Track Loader  
 2020 Grader and 2020 Loader – end of lease returns

NOW THEREFORE, IT IS HEREBY RESOLVED that the department is hereby authorized to trade-in the above property and apply the values toward the replacement equipment.

BOARD OF BANNOCK COUNTY COMMISSIONERS

\_\_\_\_\_  
 Jeff Hough, Chair

\_\_\_\_\_  
 Ernie Moser, Member

\_\_\_\_\_  
 Ken Bullock, Member

ATTEST: \_\_\_\_\_  
 Jason C. Dixon, Clerk

In the Matter of DESIGNATING )  
COUNTY ROADS FOR STATE REIMBURSEMENT )

R.S. No. 2025-75  
November 4, 2025

**RESOLUTION**

WHEREAS, the following road(s) has/have been constructed to meet Bannock County Road and Bridge standards, is/are paved, and in good condition:

<u>Road</u>	<u>Length</u>	<u>Location</u>
Stone River Circle Road and cul-de-sac	546 feet	Stone River Subdivision

and

WHEREAS, County Public Works Director Kiel Burmester has recommended it being in the best interest of Bannock County to add said road(s) to the County road system at this time; and

WHEREAS, Bannock County wishes to start receiving reimbursement from the Idaho Transportation Department for the total mileage added to the County road maintenance system; and

WHEREAS, in order to receive reimbursement, Bannock County must identify additions to the County road system and officially place them on the Bannock County road maintenance system;

NOW, THEREFORE, BE IT RESOLVED that Stone River Circle Road and cul-de-sac are hereby identified as County roads and officially be placed on the Bannock County Road Maintenance System.

BOARD OF BANNOCK COUNTY COMMISSIONERS

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Jeff Hough, Chair

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Ernie Moser, Member

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Ken Bullock, Member

ATTEST: \_\_\_\_\_  
Jason C. Dixon, Clerk

Stone River Developers, LLC  
1234 sunny street 1685 BACHELOR CIR,  
Pocatello, ID 83201

October 22, 2025

Bannock County Commission  
624 E Center St, Rm 101  
Pocatello, ID 83201

**RE: Road Dedication — Extension and Cul-De-Sac of Stone River Circle Road**

Bannock County Commissioners,

Stone River Developers has completed the construction and survey for the Minor Land Development at the end of the Stone River Subdivision located on Stone River Circle Rd. (instrument number #218065233). The following road and cul-de-sac have been improved to meet Bannock County Road and Bridge standards:

Road	Length	Location
Stone River Circle	546 feet	Stone River Circle Rd.

Stone River Developers, LLC has consulted with Bannock County Public Works Director, Kiel Burmester, for review. Example Development is requesting Bannock County to add this road extension and cul-de-sac to the county road maintenance system.

Respectfully submitted,

  
Larry Kemp, Managing Member  
Stone River Developers, LLC

In the Matter of CERTIFICATION OF 2025 LEVIES)R.S. No. 2025-76  
November 4, 2025**RESOLUTION****CERTIFICATE OF BANNOCK COUNTY LEVIES  
FOR YEAR 2025**  
Based on Market Value

Pursuant to Idaho Code §63-801 and the State Tax Commission's review of the certifications of the taxing units, the amounts necessary to meet the estimated expenditures have been ascertained and determined, therefore:

BE IT RESOLVED AND IT IS HEREBY ORDERED, that the tax levies are fixed as follows, TO WIT:

**BANNOCK COUNTY**

Current Expense w/Justice Fund	0.000863994
District Court	0.000179855
Fair Building/Sites Purch & Mntnc	0.000009145
Fair Maintenance of Exhibits	0.000040523
Fair Operations (County)	0.000000801
Historical Society	0.000006526
Justice	0.001267846
Noxious Weed	0.000039264
Parks and Recreation	0.000091478
Preventive Health	0.000102232
Revaluation	0.000142473
Tort	0.000075514
Veteran's Memorial	0.000000000
<b>TOTAL</b>	<b>0.002819651</b>

**CITIES**

	<u>ARIMO</u>	<u>CHUBBUCK</u>	<u>DOWNEY</u>	<u>INKOM</u>	<u>LAVA</u>	<u>McCAMMON</u>	<u>POCATELLO</u>
Airport							.000205840
Bonds	.000989982					.000780676	.000038923
Cap Imp							.000004705
Cemetery							.000033523
Gen Fund	.001564731	.004779628	.001852416	.002449194	.001210931	.002449194	.004331265
Library							.000369204
Recreation			.000106400	.000278643		.000199792	.000381687
Streets		.000726439	.000639402	.001248202	.000509096	.000648996	.000442748
Tort			.000189609	.000371856			.000198247
Judgment							.000016467
<b>TOTAL</b>	<b>.002554713</b>	<b>.005506067</b>	<b>.002787827</b>	<b>.004347895</b>	<b>.001720027</b>	<b>.003972449</b>	<b>.006022609</b>

**SCHOOL DISTRICTS**

	<u>MARSH</u>	<u>GRACE #148</u>	<u>VALLEY #21</u>	<u>POCATELLO #25</u>	<u>PRESTON #201</u>	<u>WESTSIDE #202</u>
Bonds						
Plant Facility				.000581891		
Supplemental	.000670798					
Tort	.000001334	.000004736			.000039023	.000146279
<b>TOTAL</b>	<b>.000672132</b>	<b>.000004736</b>	<b>.000581891</b>	<b>.000039023</b>	<b>.000146279</b>	

AMBULANCE DISTRICT

M & O	<u>.000222282</u>
<b>TOTAL</b>	<b><u>.000222282</u></b>

CEMETERY DISTRICTS

	<u>ARIMO</u>	<u>INKOM</u>	<u>LAVA</u>	<u>MARSH</u>	<u>MCCAMMON</u>	<u>SWAN</u>
M&O	.000150022	.000073793	.000048595	.000114827	.000108552	<u>LAKE</u>
<b>TOTAL</b>	<b>.000150022</b>	<b>.000073793</b>	<b>.000048595</b>	<b>.000114827</b>	<b>.000108552</b>	<b>.000070982</b>

FIRE DISTRICTS

	<u>ARIMO</u>	<u>DOWNNEY</u>	<u>JACKSON CK</u>	<u>LAVA</u>	<u>MCCAMMON</u>	<u>NO. BAN</u>	<u>POC</u>
M&O	.000346954	.000762828	.000346964	.000417084	.000241423	<u>FIRE</u>	<u>VALLEY</u>
Override						.000727276	.000253811
<b>TOTAL</b>	<b>.000346954</b>	<b>.000762828</b>	<b>.000346964</b>	<b>.000417084</b>	<b>.000241423</b>	<b>.000727276</b>	<b>.000411172</b>

COUNTY OR HIGHWAY DISTRICT ROAD SYSTEM

	<u>BANNOCK</u>	<u>DOWNNEY-</u>
	COUNTY	SWAN
	ROAD AND	LAKE
	BRIDGE	HWY DIST.
IC 40-801A	.000203600	.000302954
IC 40-801B	.000019952	
Judgment		.000001019
<b>TOTAL</b>	<b>.000223552</b>	<b>.000303973</b>

LIBRARY DISTRICTS

	<u>PORTNEUF</u>	<u>SOUTH</u>
M & O	.000346532	<u>BANNOCK</u>
Plant Facility		.000262336
Tort		.000062558
Judgment	.000002076	.000011872
<b>TOTAL</b>	<b>.000348608</b>	<b>.000336766</b>

MOSQUITO ABATEMENT DISTRICT

M & O	<u>.000017220</u>
<b>TOTAL</b>	<b><u>.000017220</u></b>

IN WITNESS WHEREOF, WE, the Board of County Commissioners of Bannock County, State of Idaho, hereby certify that the above levies are in accordance with the certification as filed with the County Auditor.

BOARD OF BANNOCK COUNTY COMMISSIONER

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Jeff Hough, Chair

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Ernie Moser, Member

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Ken Bullock, Member

ATTEST:

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Jason C. Dixon, Clerk

In the Matter of APPROVING )  
TAX CANCELLATION REQUESTS )

R.S. No. 2025-77  
 November 4, 2025

**RESOLUTION**

WHEREAS, requests for cancellation of taxes were considered on October 28, 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) At the request of Assessor Anita Hymas, in a letter dated October 28, 2025, for cancellation of market value for the **2025** tax year.

PARCEL NO.	OWNER	EXPLANATION	VALUE TO BE CANCELLED
RPR3803010215	Davis, Dawn Dee	Tribal Exemption	\$280,650
RPRCCPC014800	State of Idaho Trans Dept	Deed to State	\$5,756
RPRCCPC012101	State of Idaho Trans Dept	Deed to State	\$265,603
RPRCVI1001601	Baker, Terence	Homeowner's exemption deleted in error	\$125,000
MHMHPB3001907	Mendez De Duque, Mirna	Change of ownership now 100%	\$5,090
RPRPPOC299201	Housing Alliance	Deed to Housing Alliance (City of Pocatello)	\$1,250,679
RPR4057029508	Perkins, Robert	House fire; cancel 9 months of dwelling	\$471,324

BOARD OF BANNOCK COUNTY COMMISSIONERS

Jeff Hough, Chair

Ernie Moser, Member

Ken Bullock, Member

ATTEST: \_\_\_\_\_  
 Jason C. Dixon, Clerk

In the Matter of APPROVING )  
 OCTOBER 2025 ALCOHOL LICENSES )

R.S. No. 2025-78  
 November 4, 2025

**RESOLUTION**

WHEREAS, in the month of October 2025, the following applied for the following licenses and have been issued permits by the District Health Department and do not have any disqualifications;

NOW, THEREFORE, BE IT RESOLVED that the following applications for licenses/permits be approved.

DATE APPROVED	LIC #	TOTAL	OWNER/APPLICANT	DBA/Event
10/02/2025	ABL2025-098	\$300.00	BLUE JAY INN	BLUE JAY INN
	ABL2025-097	\$312.50	HOKANSON ENTERPRISES	FIVE CORNERS BAR
	ABL2025-099	\$287.50	SANDPIPER RESTAURANTS INC	SANDPIPER POCATELLO
10/10/2025	ABL2025-117	\$150.00	ALBERTSONS	ALBERTSONS #159
	ABL2025-106	\$337.50	JAXXON ENTERTAINING	CENTER STREET CLUBHOUSE
	ABL2025-108	\$325.00	CHUCKWAGON RESTAURANT	CHUCKWAGON
	ABL2025-100	\$125.00	KHAN OIL ID	COUNTRY CORNER
	ABL2025-113	\$287.50	CUE & BREWS	CUE AND BREWS
	ABL2025-107	\$175.00	EL HERRADERO RESTAURANTE	EL HERRADERO
	ABL2025-120	\$125.00	FAMILY DOLLAR LLC	FAMILY DOLLAR #26641
	ABL2025-119	\$125.00	FAMILY DOLLAR LLC	FAMILY DOLLAR #26824
	ABL2025-121	\$125.00	FAMILY DOLLAR LLC	FAMILY DOLLAR #32118
	ABL2025-105	\$375.00	X-FACTOR INVESTMENTS	GOODYS DELI
	ABL2025-102	\$175.00	FORE GOLF	HIGHLAND GOLF COURSE
	ABL2025-114	\$225.00	MISFITZ	MISFITZ
	ABL2025-118	\$175.00	PP GANNON	OLIVERS RESTAURANT
	ABL2025-110	\$125.00	PARKLAND USA CORPORATION	ON THE RUN IDAHO 80220
	ABL2025-111	\$125.00	PARKLAND USA	ON THE RUN IDAHO 80224
	ABL2025-112	\$125.00	PARKLAND USA	ON THE RUN IDAHO 80226
	ABL2025-124	\$200.00	PEBBLE CREEK SKI AREA	PEBBLE CREEK SKI AREA
	ABL2025-125	\$250.00	PORTNEUF BREWING	PORTNEUF VALLEY BREWING

DATE APPROVED	LIC #	TOTAL	OWNER/APPLICANT	DBA/Event
	ABL2025-104	\$287.50	RED ROBIN INTERNATIONAL	RED ROBIN GOURMET BURGERS AND BREWS
	ABL2025-123	\$150.00	RIDLEY'S FAMILY MARKETS	RIDLEY'S FAMILY MARKETS
	ABL2025-122	\$150.00	RIDLEY'S FAMILY MARKETS	RIDLEY'S FAMILY MARKETS
	ABL2025-101	\$175.00	FORE GOLF	RIVERSIDE GOLF COURSE
	ABL2025-109	\$287.50	KRISS BACKSTREET BAR	RUMORS
	ABL2025-103	\$200.00	SENO'R IGUANAS	SENO'R IGUANAS
	ABL2025-116	\$325.00	GRAPEVINE BEER AND WINE	THE GRAPEVINE
	ABL2025-115	\$287.50	TOUGH GUY LANES	TOUGH GUY LANES
10/17/2025	ABL2025-131	\$175.00	19TH HOLE LLC	19TH HOLE
	ABL2025-129	\$262.50	T & G FOODS	BUTTERBURRS RESTAURANT
	ABL2025-135	\$312.50	JP1	CLUB 91
	ABL2025-126	\$287.50	TWISTED VETERANS ENTERPRISE INC	CLUB CHARLEY'S
	ABL2025-128	\$200.00	TERESA IVERSON	MASON JAR
	ABL2025-132	\$125.00	MOLDENHAUER	MIKES MARKET
	ABL2025-136	\$375.00	OFF THE RAILS BREWERY-POCATELLO	OFF THE RAILS BREWING
	ABL2025-133	\$262.50	DAVIES	PALACE THEATRE
	ABL2025-127	\$362.50	PALATE STREET BISTRO	PALATE NEIGHBORHOOD BISTRO
	ABL2025-137	\$175.00	TAQUERIA SOL AZTECA	TAQUERIA SOL AZTECA
	ABL2025-130	\$75.00	TRES HERMANOS 3	TRES HERMANOS 3
	ABL2025-134	\$225.00	LJP	WAGON WHEEL LOUNGE
10/21/2025	ABL2025-144	\$125.00	SHORT STOP GROCERY	SHORT STOP GROCERY
	ABL2025-143	\$125.00	WALGREENS	WALGREENS #9157
	ABL2025-142	\$125.00	WALGREENS	WALGREENS #06380
	ABL2025-141	\$125.00	HEMSLEY INVESTMENTS	THE VILLAGE MART
	ABL2025-140	\$300.00	RED RABBIT GRILL POCATELLO	RED RABBIT GRILL
	ABL2025-139	\$125.00	TYHEE ENTERPRISES	TYHEE ENTERPRISES

DATE APPROVED	LIC #	TOTAL	OWNER/APPLICANT	DBA/Event
	ABL2025-138	\$125.00	NELS BI-LO	NELS BI LO
10/23/2025	ABL2025-146	\$350.00	PAT	78 MAIN DINING
	ABL2025-150	\$150.00	SMITHS FOOD & DRUG CENTERS	SMITHS FOOD & DRUG #61
	ABL2025-147	\$150.00	SALT ENTERPRISES LLC	SUNNYSIDE SINCLAIR
	ABL2025-149	\$275.00	HIMALAYAN FOOD	TASTE OF INDIAN & NEPAL
	ABL2025-145	\$275.00	ATP	THE ROYAL HOTEL & PIZZERIA
	ABL2025-148	\$275.00	WESTSIDE PLAYERS	WESTSIDE PLAYERS
10/28/2025	ABL2025-158	\$125.00	STANLEY & FLOREEN THYBERG	IDAHO UNLIMITED
	ABL2025-157	\$300.00	BUDDYS ITALIAN RESTAURANT	BUDDYS ITALIAN RESTAURANT
	ABL2025-156	\$200.00	SIZZLER PLATTER	SIZZLER #547
	ABL2025-155	\$200.00	MOD SUPER FAST PIZZA	MOD PIZZA
	ABL2025-154	\$250.00	THE MARTLET	THE MARTLET
	ABL2025-153	\$275.00	GATE CITY COFFEE	GATE CITY COFFEE
	ABL2025-152	\$337.50	THE COOL POCKETS	CLYDESDALE BAR & LOUNGE
	ABL2025-151	\$287.50	THE GREEN TRIANGLE	THE GOLDEN NUGGET/THE PROSPECTOR
10/30/2025	ABL2025-162	\$125.00	PHILBIN CROSSING MART INC	PHILBIN CROSSING MART
	ABL2025-161	\$350.00	DEMPSEY CREEK	ERUPTION BREWERY & BISTRO
	ABL2025-160	\$275.00	CIELITO LINDO	CIELITO LINDO
	ABL2025-159	\$300.00	BRICK 243	BRICK 243

## BOARD OF BANNOCK COUNTY COMMISSIONERS

\_\_\_\_\_  
Jeff Hough, Chair\_\_\_\_\_  
Ernie Moser, Member\_\_\_\_\_  
Ken Bullock, MemberATTEST: \_\_\_\_\_  
Jason C. Dixon, Clerk

In the Matter of APPROVING )  
OCTOBER 2025 SALARIES )

R.S. No. 2025-79  
 November 4, 2025

**RESOLUTION**

WHEREAS, salary approval forms, for the month of October 2025, have been submitted for approval by the Board of County Commissioners;

NOW, THEREFORE, BE IT RESOLVED that the following salaries are approved by the Board:

<b>Date Approved</b>	<b>Name – Reason for Change Department – Position</b>	<b>Salary &amp; Effective Date</b>
10/02/2025	Charlene Fehringer – Replacing Courtney Lyman D6 Treatment – Treatment Assistant	\$18.41/hr 10/06/2025
10/10/2025	Gavin Lawes – Open position Event Center – Facilities Coordinator 1	\$19.68/hr 11/06/2025
10/17/2025	Erin Daniels – Completed POST and one year Juvenile Detention – On-call Juvenile Detention Deputy	\$21.72/hr 10/18/2025
	Malachi Uasilaa – Completed POST and one year Juvenile Detention – Full-time Juvenile Detention Deputy	\$20.88/hr 11/08/2025
	Ben Warth – Completed POST and one year Juvenile Detention – Full-time Juvenile Detention Deputy	\$20.88/hr 10/18/2025
10/21/2025	Stephanie Ray – Replacing Scott Pearson Prosecutor's Office – Deputy Prosecutor III	\$4011.20/biweekly 10/27/2025
	Cruise Jones – Replacing Dalton Bowman Jail – Deputy Detention Division	\$23.52/hr 10/20/2025

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 TRANSFER REAL PROPERTY )  
TO THE CITY OF POCATELLO )

R.S. No 2025-80  
November 4, 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 §31-808(9) provides that the board of county commissioners may grant to or exchange with the federal government, the state of Idaho, any political subdivision or taxing district of the state of Idaho, or any local historical society which is incorporated as an Idaho nonprofit corporation which operates primarily in the county or maintains a museum in the county, with or without compensation, any real or personal property or any interest in such property owned by the county, excluding such property acquired by tax deed, after adoption of a resolution by the board of county commissioners that the grant or exchange of property is in the public interest; and

WHEREAS, the following parcels of real property are not being utilized and will be of no further use to the County:

RPR3853021907  
RPR3853010502  
RPR3853021908  
RPRPCPP045200

and the City of Pocatello is looking to develop greenways in that area.

NOW THEREFORE, IT IS HEREBY RESOLVED that, pursuant to Idaho Code §31-808(9), it is in the public interest to transfer the above property to the City of Pocatello by quit claim deeds.

BOARD OF BANNOCK COUNTY COMMISSIONERS

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Jeff Hough, Chair

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Ernie Moser, Member

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Ken Bullock, Member

ATTEST: \_\_\_\_\_  
Jason C. Dixon, Clerk

**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 date(s) of October 23, 28, and 30, 2025, as approved during the meeting of November 4, 2025.

BOARD OF BANNOCK COUNTY COMMISSIONERS

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Jeff Hough, Chair

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Ernie Moser, Member

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Ken Bullock, Member

ATTEST:

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Jason C. Dixon, Clerk



## MINUTES OF THE BOARD OF BANNOCK COUNTY COMMISSIONERS

### Meeting Details

Date of Meeting:	Thursday, October 23, 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 and Comptroller Kristi Klauser,

### Agenda Details

AGENDA	
Commissioners' Regular Business and Claims Meeting (action items)	
<b>Agenda:</b>	
1	<ul style="list-style-type: none"> <li>• Jason Dye, Court Administrator, request for a potential signature on a contract with Vlex for an electronic law library (requested 5 minutes) (action item)</li> </ul>
2	<ul style="list-style-type: none"> <li>• Daniel Kendall, Facilities Director, request for timecard approval with potential Executive Session under Idaho Code §74-206(1)(a)&amp;(b) regarding personnel with potential action following adjournment of Executive Session (requested 5 minutes) (potential action item)</li> </ul>
3	<ul style="list-style-type: none"> <li>• <del>(AMENDED) discuss property offer with potential Executive Session under Idaho Code §74-206(1)(c) regarding acquiring an interest in real property with potential action following adjournment of Executive Session (requested 10 minutes) (potential action item)</del></li> </ul>
4	<b>SIGNATURE ONLY (action items):</b> <ul style="list-style-type: none"> <li>• <del>(AMENDED) Memo -Gift of Paid Time Off</del></li> </ul>
5	<b>Claims Agenda:</b> <ul style="list-style-type: none"> <li>• Board of Ambulance District: Invoices and Commissioner Report</li> <li>• Board of Commissioners: Invoices, Commissioners Reports, and Credit Applications</li> <li>• Salary Rate Approval Forms/Notice of Separation with Potential Executive Session under Idaho Code §74-206(1)(a)&amp;(b) regarding personnel with potential action following adjournment of Executive Session</li> <li>• Payroll Report</li> <li>• Alcohol Licenses and Permits</li> <li>• Certificate of Residency Approval</li> <li>• Mileage Reimbursement Requests</li> <li>• Technology Request Form</li> <li>• Memorandum Authorization for Accounts Payable</li> <li>• Cardholder User Agreement and Authorization</li> </ul>

### Meeting Notes

- 1 9:00 AM Hough called the meeting to order and reviewed the agenda was amended. Moser moved to approve the amended agenda. The motion passed. Dye reviewed the Vlex program and expressed that it is user-friendly. Moser moved to approve the contract with Vlex. The motion passed.

2 9:03 AM Kendall requested leave without pay for an employee. Hough moved to approve the request. The motion passed.

3 Cancelled.

4 9:04 AM Hough reviewed the gift of holiday pay for employees and that it can be used from Nov 1 through Jan 30. Klauser reviewed conditions to include in the memo. Moser moved to approve the memo pending language adjustments from payroll. The motion passed.

5 9:08 AM Bullock moved to approve the items on the consent agenda. The motion passed.

## Action Item Summary

ACTION/DIRECTION	ASSIGNED TO
Approved amended agenda.	Clerk
Approved contract with Vlex.	Clerk
Approved leave without pay.	Facilities/Auditing
Approved memo for holiday pay gift upon payroll edits.	Auditing
Approved consent agenda.	Clerk



## MINUTES OF THE BOARD OF BANNOCK COUNTY COMMISSIONERS

### Meeting Details

Date of Meeting:	Tuesday, October 28, 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, HR Director Matthew Phillips, and Attorney Jonathan Radford

### Agenda Details

AGENDA	
Commissioners' Regular Business Meeting (action items)	
<b>Agenda:</b>	
1	<ul style="list-style-type: none"> <li>• Indigent Business may require an Executive Session pursuant to Idaho Code §74-206(1)(d) to consider records exempt from public disclosure (requested 5 minutes) (action item)</li> </ul>
2	<ul style="list-style-type: none"> <li>• Randy Hobson, Chief Deputy Assessor, request to discuss a tax cancellation/value cancellation (requested 5 minutes) (potential action item)</li> </ul>
3	<ul style="list-style-type: none"> <li>• Kristi Klauser, Comptroller, request (1) for a potential signature on lease documents for 2025 loader and 2025 grader and (2) for approval of 3<sup>rd</sup> quarter unemployment with a potential executive session under Idaho Code §74-206(1)(d) regarding records exempt from disclosure with potential action following adjournment of Executive Session (requested 10 minutes) (potential action item)</li> </ul>
4	<ul style="list-style-type: none"> <li>• Ernie Moser, Commissioner, request to discuss an interest in real property with potential Executive Session under Idaho Code §74-206(1)(c) regarding acquiring an interest in real property with potential action following adjournment of Executive Session (requested 10 minutes) (potential action item)</li> </ul>
5	<b>RESOLUTIONS AND ORDINANCES (action items):</b> Resolution No. 2025-74 Authorization and Order to Reallocate Fund
6	<b>SIGNATURE ONLY (action items):</b> Quit Claim Deeds Mountain Shadow Landscaping contract for snow removal Vestis credit application
7	<b>CONSENT AGENDA (action items):</b> <ul style="list-style-type: none"> <li>• Manual Checks</li> <li>• Alcohol Licenses and Catering Permits</li> <li>• Certificate of Residency Approval</li> <li>• Salary Rate Approval Forms/Notice of Separation with Potential Executive Session under Idaho Code §74-206(1)(a)&amp;(b) regarding personnel with potential action following adjournment of Executive Session</li> <li>• Mileage and Travel Approvals</li> <li>• Minutes: Approval and signature on certification of meeting minutes for October 17 and 21, 2025</li> </ul>

## Meeting Notes

- 1 9:00 AM Hough called the meeting to order.  
9:01 AM Community Resources and Advocacy Director Shantal Laulu presented cremation applications for case numbers 20260005 and 20260006. Hough reviewed releases of lien for cases 20180211, 20120250, and 20100273 were also submitted for approval. Hough moved to approve case numbers 2026005 and 20260006 and the lien releases. The motion passed.
- 2 9:02 AM Assessor Anita Hymas and Treasurer Jennifer Clark appeared. There were no questions regarding the cancellation requests. Bullock moved to approve the tax cancellation requests. The motion passed.
- 3 9:03 AM Klauser requested approval of the leases for the 2025 loader and grader and disclosed an adjustment of interest rate. Moser moved to approve the lease agreements. The motion passed.  
9:04 AM Klauser reviewed the quarterly unemployment claims. Hough moved to approve the unemployment report. The motion passed.
- 4 9:08 AM Hough moved to enter into executive session under Idaho Code §74-206(1)(c) regarding acquiring an interest in real property. The motion passed by roll call vote. 9:16 AM Hough moved to exit executive session. The motion passed. Moser moved to hold off on the Road and Bridge construction projects to further investigate property. The motion passed.
- 5 9:05 AM Hough reviewed the signature items included Resolution 2025-74, Mountain Shadow Landscaping contract, credit application for Vestis, consent agenda, and five quit claim deeds. Moser moved to approve the items. The motion passed.

## Action Item Summary

ACTION/DIRECTION	ASSIGNED TO
Approved cremation assistance for case numbers 20260005 and 20260006 and releases of lien for cases 20180211, 20120250, and 20100273.	Indigent
Approved tax cancellation requests.	Assessor/Treasurer
Approved lease agreements for 2025 loader and grader, and quarterly unemployment report.	Auditing
Approved entry/exit executive session – property; and to pause Road and Bridge construction projects to investigate property.	Clerk/Procurement
Approved Resolution No. 2025-74 Authorization and Order to Reallocate Fund.	Clerk
Approved Mountain Shadow Landscaping contract, Vestis credit application, consent agenda, and quit claim deeds.	Sheriff/Auditing/Commission



## MINUTES OF THE BOARD OF BANNOCK COUNTY COMMISSIONERS

### Meeting Details

Date of Meeting:	Thursday, October 30, 2025
Commissioners present:	Ernie Moser, Jeff Hough, and Ken Bullock
Clerk of the Board:	Shantal Laulu for Jason C. Dixon
Absent Board Members:	
Staff present:	Deputy Clerk Shantal Laulu, Comptroller Kristi Klauser, Attorney Jonathan Radford, and HR Director Matthew Phillips

### Agenda Details

AGENDA	
Commissioners' Regular Business and Claims Meeting (action items)	
<b>Work Session Agenda:</b>	
1	<ul style="list-style-type: none"> <li>Maggie Mann, SIPH, providing a quarterly Southeast Idaho Public Health update</li> </ul>
2	<ul style="list-style-type: none"> <li>Chaney Nielson, Event Center, requesting consideration and approval of new Event Center logo (requested 10 minutes) (action item)</li> </ul>
3	<ul style="list-style-type: none"> <li>Scott Crowther, Event Center and Wellness Complex, seeking (1) a discussion about a request for fee waiver and use of Wellness Complex for a 5K run on Thanksgiving Day for a food drive, and (2) Executive Session under Idaho Code §74-206(1)(e) to consider preliminary negotiations involving matters of trade or commerce in which the governing body is in competition with governing bodies in other states or nations with potential action following adjournment of Executive Session (requested 5 minutes) (action item)</li> </ul>
4	<ul style="list-style-type: none"> <li>Hal Jensen, Planning and Development, requesting (1) discussion pertaining to deeding Bannock County parcels along the Portneuf River to the City of Pocatello and, (2) an Executive Session under Idaho Code §74-206(1)(a)&amp;(b) regarding personnel with potential action following adjournment of Executive Session (requested 10 minutes) (action item)</li> </ul>
5	<ul style="list-style-type: none"> <li>Kristi Klauser, Auditing, requesting signature on a title for an auction (requesting 5 minutes) (action item)</li> </ul>
6	<p><b>Claims Agenda:</b></p> <ul style="list-style-type: none"> <li>Board of Ambulance District: Invoices and Commissioner Report</li> <li>Board of Commissioners: Invoices, Commissioners Reports, and Credit Applications</li> <li>Salary Rate Approval Forms/Notice of Separation with Potential Executive Session under Idaho Code §74-206(1)(a)&amp;(b) regarding personnel with potential action following adjournment of Executive Session</li> <li>Payroll Report</li> <li>Alcohol Licenses and Permits</li> <li>Certificate of Residency Approval</li> <li>Mileage Reimbursement Requests</li> <li>Technology Request Form</li> <li>Memorandum Authorization for Accounts Payable</li> <li>Cardholder User Agreement and Authorization</li> </ul>
7	Bid Opening for Survey Review Roster Request for Qualifications (action item)

## Meeting Notes

- 1 8:59 AM Hough called the meeting to order. Mann reported on the WIC program and funding, the impact on Bannock County with SNAP ending Nov 1, food bank cuts, flu season, and discussions from the recent meeting in Boise.
- 2 9:16 AM Nielson reviewed proposals for new logos in order to move forward with website design. Hough moved to approve both logos. The motion passed.
- 3 9:20 AM Camille Cornforth was also present and reviewed the Wobble Till' You Gobble event and requested a fee waiver. Crowther reviewed only staff time is to open gates. Bullock moved to waive the rental fee. The motion passed. 9:23 AM Moser moved to go into executive session under Idaho Code §74-206(1)(e) to consider preliminary negotiations. The motion passed by roll call vote. 9:29 AM Hough moved to exit executive session. The motion passed.
- 4 9:30 AM Jensen reviewed properties that are remnants in Bannock County's name. The city has expressed interest in projects in the area. Jensen requested consideration to deed the properties to the city. Radford explained that a resolution must take place that it is in the best interest to give the property to the city. Bullock moved to authorize documents to be prepared for the identified parcels. The motion passed. made motion. Passed. 9:36 AM Hough moved to go into an executive session under Idaho Code §74-206(1)(a)&(b) regarding personnel. The motion passed by roll call vote. 9:44 AM Hough moved to exit executive session. The motion passed. Hough moved to waive the requirement to post the job due to the intent of the original hire. The motion passed.
- 5 9:45 AM Klauser reviewed the title for a vehicle that has already been approved for disposal. Moser moved to sign the title as requested. The motion passed.
- 6 Bullock moved to approve the items on the claims agenda. The motion passed.
- 7 10:00 AM Hough reviewed the bid solicitation for Survey Review Roster RFQ. Qualifications statements were received from Stewart Ward, Adam Thayer, and Matthew Baker. Hough moved to accept the bids for review and compliance. The motion passed.

## Action Item Summary

ACTION/DIRECTION	ASSIGNED TO
Approved new logos for Event Center; fee waiver for Wobble Till' You Gobble, and entry/exit executive session – preliminary negotiations.	Parks and Rec
Approved transferring remnant property to City of Pocatello after adopting a resolution, entry/exit executive session – personnel, and waiving requirement to post job.	Planning/Resolution
Approved signature on title for vehicle disposal.	Auditing
Approved claims.	Auditing
Accepted qualifications statements for Survey Review Roster for review and compliance.	Procurement