



BANNOCK COUNTY COMMISSIONERS' – MEETING

Commissioners' Agenda

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

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

Friday, October 17, 2025

9:00 AM Business and Claims Meeting (action items)

Agenda:

- Shanda Crystal, Procurement, requesting (1) to discuss the Landfill construction project, (2) potential signature on a contract with Thomas D. Robinson Roofing, and (3) present a procurement update (requested 10 minutes) (action item)
- Matthew K. Phillips, Human Resources, seeking Executive Session under Idaho Code §74-206(1)(a)&(b) regarding personnel with potential action following adjournment of Executive Session (requested 5 minutes) (potential action item)

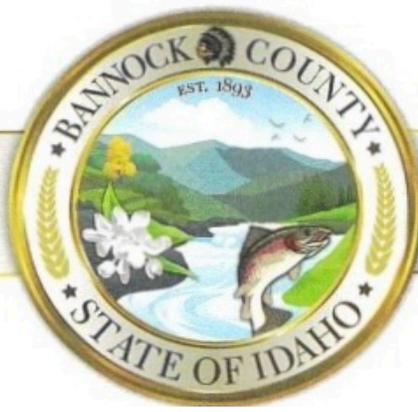
Claims Agenda:

- Board of Ambulance District: Invoices and Commissioner Report
- Board of Commissioners: Invoices, Commissioners Reports, and Credit Applications
- Salary Rate Approval Forms/Notice of Separation with Potential Executive Session under Idaho Code §74-206(1)(a)&(b) regarding personnel with potential action following adjournment of Executive Session
- Payroll Report

- Alcohol Licenses and Permits
- Certificate of Residency Approval
- Mileage Reimbursement Requests
- Technology Request Form
- Memorandum Authorization for Accounts Payable
- Cardholder User Agreement and Authorization

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 by NOON on the Thursday prior to the scheduled meeting.

Name/Department:

Item to be considered/background:

How much time will be needed? Meeting date requested:

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: _____



Independent Contactor Agreement

Procurement Contract Number 2025.016

Project Name: Road & Bridge Roof Replacement

Provider: Thomas D. Robison Roofing, LLC

AGREEMENT made between Bannock County, a political subdivision of the state of Idaho, herein "COUNTY" and Thomas D. Robison Roofing, LLC herein "CONTRACTOR".

THE PARTIES AGREE AS FOLLOWS:

1. SCOPE OF WORK: COUNTY engages CONTRACTOR to perform the work associated with the Bannock County Road & Bridge Roof Invitation to Bid as referenced and incorporated hereto.

2. EFFECTIVE DATE: Contract for said services rendered from date contract is fully executed through June 30, 2026.

3. COMPENSATION: COUNTY agrees to pay CONTRACTOR for their services rendered under this Agreement an amount not to exceed the total sum of \$ 194,406.00. The parties agree that CONTRACTOR will invoice COUNTY for payment under this Agreement for services rendered herein. CONTRACTOR verifies that it has reviewed the scope of work to be performed under this Agreement and agrees that in CONTRACTOR's professional judgement, the work can and shall be completed for costs within the maximum amount set forth in this Agreement.

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

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

**Thomas D. Robison Roofing, Inc
Joel Robison
536 South Broadway Street
Blackfoot, Idaho 83221**

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

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

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

7. INSPECTION: COUNTY staff and engineer will inspect area as project progresses and inform CONTRACTOR of any deficient or unsatisfactory services by text or email.

8. FEDERAL, STATE, AND LOCAL PAYROLL TAXES: Neither federal, state or local income taxes, nor payroll taxes of any kind shall be withheld and paid by COUNTY on behalf of CONTRACTOR or the employees of CONTRACTOR. CONTRACTOR shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes. CONTRACTOR understands that



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it is responsible to pay, according to law, *CONTRACTOR*'s income tax. *CONTRACTOR* further understands that it may be liable for self-employment (Social Security) tax to be paid by *CONTRACTOR* according to law.

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

20. TERMINATION FOR CONVENIENCE: Either COUNTY or CONTRACTOR may terminate this Agreement at any time by giving at least fifteen (15) days' notice in writing. If the Agreement is terminated by COUNTY as provided herein, CONTRACTOR will be paid an amount which bears the same ratio to the total compensation as the work actually performed bear to the total services of CONTRACTOR covered by this Agreement, less payments of compensation previously made. If this Agreement is terminated due to the fault of CONTRACTOR, Section 19 (Termination for Cause) hereof relative to termination will apply.



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

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

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

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

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

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

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

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

COUNTY, its officers, agents, employees, representatives and volunteers are added as additional insureds as respects operations and activities of, or on behalf of, the named insured, performed under contract with COUNTY. Prior to commencing any work under this Agreement, *CONTRACTOR* shall deliver to COUNTY insurance certificates confirming the existence of the insurance required by this Agreement, and including the applicable clauses referenced above. Also, within thirty (30) days of the execution date of this Agreement, *CONTRACTOR* shall provide to COUNTY endorsements to the above-required policies, which add to these policies the applicable clauses referenced above. Said endorsements shall be signed by an



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authorized representative of the insurance company and shall include the signature's company affiliation and title. Should it be deemed necessary by COUNTY, it shall be CONTRACTOR's responsibility to see that COUNTY receives documentation acceptable to COUNTY which sustains that the individual signing said endorsements is indeed authorized to do so by the insurance company. Also, COUNTY has the right to demand, and to receive within a reasonable time period, copies of any insurance policies required under this Agreement.

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

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

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

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

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

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

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

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

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

27. ENTIRE AGREEMENT: This is the entire Agreement, including any exhibits referenced, between the parties and there are no inducements, promises, terms, conditions, or obligations made or entered



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into by COUNTY or CONTRACTOR other than those contained in it. Parties acknowledge this Agreement can only be modified or amended in writing by the parties.

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

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

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

DATED this _____ day of _____, 2025.

COUNTY:

BANNOCK COUNTY COMMISSIONERS

Jeff Hough, Chairman

Ernie Moser, Commissioner

Ken Bullock, Commissioner

ATTEST:

Clerk of Bannock County

PROVIDER:

Thomas D. Robison Roofing, LLC

By _____
(Name)

Its _____
(Title or Office)

WITNESS:

(Signature of Witness or Notary Public)

BANNOCK COUNTY COMMISSIONERS

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



ERNIE MOSER
Commissioner
1st District

JEFF HOUGH
Commissioner
2nd District

KEN BULLOCI
Commissioner
3rd District

AGENDA REQUEST FORM

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

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

Name/Department:

Matthew K. Phillips / Human Resources & Risk Management

Item to be considered/background:

Exceptional placement request on behalf of Prosecutor Office with potential to enter executive session under personnel IC 74-206 (1) (a) and (b).

How much time will be needed? Meeting date requested:

5 minutes

10/17/25

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:

Ian Johnson, Prosecutor; Kristi Klauser, Comptroller

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

Commissioner Office Only:

Date: _____ Time: _____