



## 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, December 30, 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, Information Technology, regarding (1) a discussion about donating a surplus generator to Oneida County and, (2) a signature on Master Services Agreement with TimeKeeping Systems, Inc. (requested 5 minutes) (action item)
- Buddy Romriell, Public Works, seeking a discussion pertaining to hiring for the Mechanic 2 vacancy (requested 5 minutes) (action item)
- Matthew K. Phillips, Human Resources and Risk Management, requesting to discuss and approve revisions to personnel policy as they pertain to (1) including Juneteenth as an observed holiday and, (2) statuses to allow 401(k)/457(b) enroll with Roth for part-time and casual employees (requested 10 minutes) (action items)
- Hal Jensen, Planning and Development, requesting to provide an update on the Land Use and Development Ordinance Timeline (requested 15 minutes) (potential action item)

**RESOLUTIONS AND ORDINANCES (action items):****LETTERS AND NOTICES (action items):****SIGNATURE ONLY (action items):**

Memo Authorizing disposal of documents

**CONSENT AGENDA (action items):**

- Board of Ambulance District: Invoices and Commissioner Report
- Board of Commissioners: Invoices, Commissioners Reports, and Credit Applications
- Salary Rate Approval Forms/Notice of Separation with Potential Executive Session under Idaho Code §74-206(1)(a)&(b) regarding personnel with potential action following adjournment of Executive Session
- Payroll Report
- Alcohol Licenses and Permits
- Certificate of Residency Approval
- Memorandum Authorization for Accounts Payable
- Cardholder User Agreement and Authorization
- Manual Checks
- Mileage and Travel Approvals
- Minutes: Approval of and signature on certification for meeting minutes for December 23, 2025

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:

911 Communications

Requestor Email:

adam@bannockcounty.gov

Item(s) to be considered:

Discussing a donation of a surplus generator to Oneida County.

Date of meeting being requested:

12/30/2025

Time requested:

5 Minutes

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

No

Contract/Agreement Begin Date:

Contract/Agreement End Date:

List of additional attendees:







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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:

12/30/2025 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 424 E. Center St. rm 104, 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: Bannock County

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

Name: Jeff Hough

Title: Commissioner, Chairman

Date: Dec. 30, 2025

TimeKeeping Systems, Inc.

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

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

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

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

**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**

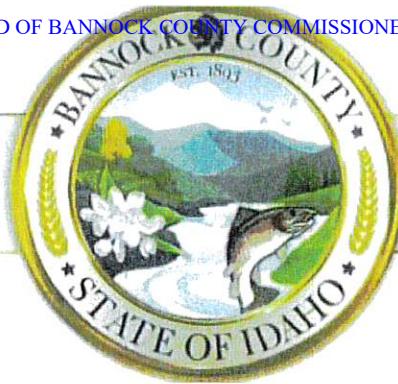
**Exhibit C**  
**Equipment, Software and/or Services**

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



ERNIE MOSER  
Commissioner  
*1st District*

JEFF HOUGH  
Commissioner  
2nd District

**KEN BULLOCK**  
Commissioner  
*3rd District*

## AGENDA REQUEST FORM

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

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

Name/Department:

Buddy Romriell/Public Works

**Item to be considered/background:**

Hiring for the Mechanic 2 vacancy.

How much time will be needed?      Meeting date requested:

12/30/25

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

YES  NO

**Have all supporting documents been included with this form?**

YES  NO

### List of attendees:

Buddy Romriell, Jason Murdock

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

Commissioner Office Only:

Date: 12/30/25 Time:

## BANNOCK COUNTY COMMISSIONERS

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



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 Commissioner  
 1st District

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 Commissioner  
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## Name/Department:

Matthew K. Phillips / Human Resources & Risk Management

## Item to be considered/background:

Holiday personnel policy revision to include Juneteenth as an observed holiday for staff, clarifies Leave of Absence and removes redundant temp benefits section.

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

5-10 minutes 12/30/25

## 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:

Kristi Klauser, Comptroller

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

Commissioner Office Only:

Date: 12/30/25 Time: \_\_\_\_\_

## C. Holidays

1. ~~Ten-Eleven (11)~~ paid holidays are provided for full-time and part-time employees. This benefit is not available to temporary, on-call and seasonal employees.

~~Full-time, Eligible employees receive compensation for holiday pay for their typically scheduled shift hours on observed holidays that day even though they do not work.~~ Holidays which fall on Saturday will be observed on the preceding Friday. Those which fall on Sunday will be observed on the succeeding Monday. The observed holiday schedule listed in the table below may be changed at any time by the Board of County Commissioners.

New Year's Day	January 1 <sup>st</sup>
Martin Luther King, Jr./Human Rights Day	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
<u>Juneteenth National Independence Day</u>	<u>June 19<sup>th</sup></u>
Independence Day	July 4 <sup>th</sup>
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	November 11 <sup>th</sup>
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25 <sup>th</sup>

2. Part-time employees scheduled to work on the week of a holiday receive 4 hours of holiday pay on the holiday.
3. When there is a bona fide business need to have an ~~eligible~~exempt employee work on ~~the~~an observed holiday, ~~a department head~~ their supervisor may approve observation of the holiday on another day during that ~~weeks~~ same work period. ~~Non-exempt employees who are required to work on an observed holiday will receive pay for their time worked in addition to eligible holiday pay, of which both pay types will be counted toward compensatory or overtime calculations.~~
- 3.
4. Employees who have eligible status on the date of any holiday and who have worked or received paid leave (vacation, sick leave or compensatory time) for their scheduled hours for the day preceding and for the day following the holiday shall receive compensation for the holiday.

## D. Paid Time Off

New full-time regular employees will receive 20 hours of paid time off (PTO) upon hire.

PTO is to be scheduled with consent of the responsible Elected Official or office/department supervisor, and should be used before accrued leave. Efforts will be made to accommodate the preference of the

employee in PTO scheduling, but first priority will be the orderly functioning of affected office/departments.

Upon separation from employment remaining PTO does not payout.

## **E. Leaves of Absence / Leave Without Pay**

Up to 30 days per calendar year of unpaid leave of absence / leave without pay -can-may be granted by the Elected Official for any justifiable purpose when all other eligible paid and unpaid leave types have been exhausted. Paid leave in any amount or unpaid leaves of absence in excess of 30 days after all other leaves have been exhausted will require written approval of the Board of County Commissioners.

## **F. Benefits for Temporary Employees**

~~All temporary employees will receive benefits as required by law, including worker's compensation insurance. All other benefits are to be determined in the discretion of the Board of County Commissioners.~~

## **G. Health Insurance and Other Insurance Coverage Available to Employees**

Health Insurance and other insurance benefits are available to employees and family members in accordance with the terms and conditions of the County's contract for such services. The Human Resource Office should be contacted to learn of enrollment and claims procedures. Other insurance offerings may be available at employee or shared expense.

## **H. Retirement Program Offering**

The County participates in the retirement program of the Public Employees Retirement System of Idaho (PERSI) and with Social Security (FICA). PERSI requires the County to withhold a percentage of an employee's gross salary for pension purposes, and to contribute an additional amount on behalf of the employee. Contact the Human Resource Office for further information.

## **I. Transfer of Benefits with Employee Transfer**

Accrued benefits continue when the employee transfers from one office/department to another within the County. However, upon such transfer, the employee is only eligible for those benefits authorized for the particular position and position status. Accrued compensatory time will be paid out at the time of the transfer.

## **J. Miscellaneous Benefits**

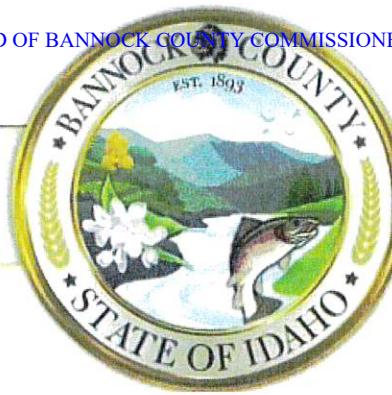
In addition to the benefits listed on the previous pages, the following are examples of miscellaneous benefits, subject to change in the sole discretion of the Board of County Commissioners, that may be available to employees for participation in accordance with the terms of their respective policy or agreement:

1. Deferred compensation plans handled by payroll deduction.
2. Credit union participation.
3. Employee-requested deduction programs.

4. Allowance for uniforms, tools, equipment, etc.
5. Parking privileges.
6. Job related training.

## BANNOCK COUNTY COMMISSIONERS

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## Name/Department:

Matthew K. Phillips / Human Resources & Risk Management

## Item to be considered/background:

Personnel policy revision on statuses to allow 401(k) / 457 (b) enroll with Roth for part-time & casual employees for Secure Act 2.0. Volunteer min. age listed as 14.

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

5-10 minutes 12/30/25

## 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:

Kristi Klauser, Comptroller

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

Commissioner Office Only:

Date: 12/30/25 Time: \_\_\_\_\_

## X. EMPLOYEE CLASSIFICATION

### A. At-Will Employment

1. All employees of the County, including part-time and temporary employees, are **at-will employees**, except as otherwise required by law or pursuant to a written contract approved by the Board of County Commissioners. Bannock County at all times retains the right to dismiss at-will employees at any time for any lawful reason, or for no reason at all.
  
2. Deputy Prosecuting Attorneys and Other Legal Counsel.  
Because the Idaho Rules of Professional Conduct govern the relationship between an attorney and his/her client, Deputy Prosecutors (including Senior Deputy Prosecutors) and other legal counsel for the County appointed pursuant to I.C. § 31-2601 *et seq.* are considered to be at-will employees, and they serve at the pleasure of the Prosecuting Attorney. They can be appointed or removed at the pleasure of the Elected Official for whom they serve.
  
3. Chief Deputies.  
Chief Deputies appointed pursuant to Idaho Code § 31-2006 serve in that role at the pleasure of the Elected Official for whom they serve, and are at-will employees.

### B. Employment Status Classification

For various reasons, employee status must be organized by employment status in order to administer employee policies, benefits or otherwise address employment issues. The assigned employment status of a position communicates the nature of the assignment (regular or causal), the average hour requirements and the benefit eligibility for each status.

The scheduling of an employee's hours is at the sole discretion of the Elected Official, manager or scheduling supervisor and their determination of operational needs, available funding and approved budgets, and an assigned status is not a guarantee of current or future scheduled hours.

The employment status of the position an employee holds with the County may affect the status of obligations or benefits associated with his/her employment. Classification status is determined based on budgeted average hours at the time of hire / transfer, and annually thereafter according to average hours calculated in the previous full measurement period (August through July). Employees hired, rehired or transferred into part-time, on-call, temporary or seasonal employment statuses may not work more than 1,500 hours during an annual measurement period (August through July). Employees must have a one-month break before transferring from a part-time, on-call, temporary, or seasonal assignments to a full-time position.

The employment status classifications are:

1. Elected Officials (EO)

Elected officials include the Assessor, Clerk, Commissioners, Coroner, Prosecuting Attorney, Sheriff, and Treasurer positions. Elected officials are eligible for the benefits provided in this personnel policy unless the policy specifically mentions an exclusion. One exclusion is that elected officials do not accrue paid leave.

2. Full-Time Regular (FT)

Positions that ~~are scheduled for at least 30 hours of work per week, and have a continuous assignment and average at least 30 hours of work per week during a measurement period are considered full-time regular status and~~ Full-time regular positions are eligible for ~~the all~~ benefits provided by the County. ~~Elected officials, department managers or scheduling supervisors may require and schedule full-time regular employees to work more than 30 hours per week to meet operational or shift rotation needs (e.g. 36 hours, 40 hours, etc.).~~

3. Part-Time Regular (PT)

Positions that ~~have a continuous assignment are scheduled and work an average of~~ for 19 hours or less of work per week, ~~and have a continuous assignment are considered part-time and eligible for limited benefits identified by the County. Part time positions are not eligible for the benefits described in this policy except those required by federal and state law.~~ Employees hired into part-time employment status ~~after working in another position~~ may not work more than 1,500 hours in ~~a~~ rolling calendar year annual measurement period.

4. On-call Casual (OC)

Positions with an ongoing but irregular schedule that ~~average less than 19 hours per week are considered on-call. On-call positions are eligible for limited benefits described in this policy and those required by federal and state law.~~

5. Temporary Casual (TEMP)

Positions with ~~a~~ ~~an irregular or~~ temporary ~~schedule for 30 hours of work or less per week (or less than 120 hours per calendar month), and have a specified assignment(s) for of less than five (5) continuous months and that work an average of 29 hours or less during an annual measurement period are considered temporary.~~ Temporary positions are ~~not~~ eligible ~~for the to~~ to participate in limited benefits described in this policy except and those required by federal and state law.

Employees working in temporary positions must have a one (1) month waiting period ~~between before promotion, demotion, transfer or working another temporary assignments.~~ Employees hired into this employment status ~~after working in another position~~ may not work more than 1,500 hours in ~~a~~ rolling calendar year annual measurement period.

6. Seasonal Casual (SEAS)

Positions that ~~are scheduled for at least 30 hours of work per week, and have an assignment that is are assigned and~~ only available during specific weather seasons that last no longer than six (6) months ~~are considered seasonal.~~ Seasonal positions are ~~not~~ eligible ~~for the to~~ benefits participate in limited benefits described in this policy identified by the County except and those required by federal and state law.

Employees working in seasonal positions must have a ~~six (6) month~~13-week waiting period between assignments. Employees hired into the seasonal employment status ~~after working in another position~~ may not work more than 1,500 hours in ~~a~~ rolling calendar year annual measurement period.

<u>Employee Benefits</u>	<u>EO</u>	<u>FT</u> (> 30 Hrs. & > 5 mo.)	<u>PT</u> (< 19 Hrs. & > 5 mo.)	<u>OC</u> (< 19 Hrs. & > 5 mo.)	<u>TEMP</u> (<29 Hrs. & < 5 Mo.)	<u>SEAS</u> (< 1,500 Hrs. & < 6 Mo.)
Pension Retirement	<u>Yes</u>	<u>Yes</u>	<u>No</u>	<u>No</u>	<u>No</u>	<u>No</u>
<u>401(k) / 457 (b) Optional Retirement</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>
Health, Dental, Vision	<u>Yes</u>	<u>Yes</u>	<u>No</u>	<u>No</u>	<u>No</u>	<u>No</u>
<u>Early Retiree Health, Dental, Vision (55 years or older with continuous years of service requirement)</u>	<u>Yes, with 5 Years</u>	<u>Yes, with 20 Years</u>	<u>No</u>	<u>No</u>	<u>No</u>	<u>No</u>
<u>Flex Spending Medical &amp; Dependent Care Plan</u>	<u>Yes</u>	<u>Yes</u>	<u>No</u>	<u>No</u>	<u>No</u>	<u>No</u>
<u>Life, AD&amp;D, Long-Term Disability</u>	<u>Yes</u>	<u>Yes</u>	<u>No</u>	<u>No</u>	<u>No</u>	<u>No</u>
<u>Supplemental Accident, Cancer, Dental, Vision, ST Disability, Hospital, and Critical Care Plans</u>	<u>Yes</u>	<u>Yes</u>	<u>No</u>	<u>No</u>	<u>No</u>	<u>No</u>
<u>Educational Programs</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>
<u>Holiday Pay</u>	<u>No</u>	<u>Yes</u>	<u>Yes</u>	<u>No</u>	<u>No</u>	<u>No</u>
<u>Vacation or PTO</u>	<u>No</u>	<u>Yes</u>	<u>No</u>	<u>No</u>	<u>No</u>	<u>No</u>
<u>Paid Sick Leave</u>	<u>No</u>	<u>Yes</u>	<u>No</u>	<u>No</u>	<u>No</u>	<u>No</u>
<u>Jury and Military Leave Pay</u>	<u>No</u>	<u>Yes</u>	<u>No</u>	<u>No</u>	<u>No</u>	<u>No</u>
<u>Employee Assistance Program</u>	<u>Yes</u>	<u>Yes</u>	<u>No</u>	<u>No</u>	<u>No</u>	<u>No</u>

## C. Non-Employment Status Categories

### 1. Independent Contractors

Independent contractors who provide services to the County on a contractual basis are not considered employees of the County. As such, this Policy does not apply to independent contractors.

### 2. Volunteers

Volunteers do not receive compensation for services and are not considered employees of the County. New volunteer positions and new volunteers shall be approved by Human Resources for eligibility and compliance with state and federal laws. Volunteers will not be younger than 14 years of age, and those volunteers under 18 should provide written parental consent and be accompanied by an adult during their volunteering activities. Volunteers that require workers' compensation should report weekly hours volunteered to payroll.

Employees of the County may be considered a volunteer in addition to their paid status provided they receive no compensation, and such volunteer service is not the same type of service as the employee's regular paid duties. Employees of the County may not "volunteer" time for the purpose of avoiding compliance with this policy.

### 3. Unpaid and Paid Internships

Unpaid interns must meet the below criteria as defined by the Fair Labor Standards Act (FLSA):

- a. The intern clearly understands that there is no expectation of compensation from the County.
- b. The internship shall provide training that would be similar to that which would be given in an educational environment, including the clinical and other hands-on training provided by educational institutions.
- c. The internship shall be tied to the intern's formal education program by integrated coursework or the receipt of academic credit.
- d. The internship accommodates the intern's academic commitments by corresponding to the academic calendar.
- e. The internship's duration is limited to the period in which the internship provides the intern with beneficial learning.
- f. The intern's work complements, rather than displaces, the work of paid employees while providing significant educational benefits to the intern.
- g. The internship is conducted without entitlement to a paid job at the conclusion of the internship.

If the unpaid internship does not meet all of these requirements, then the position to-is to be a paid internship shall be classified into an employment status and shall receive applicable compensation and benefits. Intern requests should be submitted to Human Resources and the BOCC for approval. If worker's compensation is needed, it should be indicated and weekly intern hours will be submitted to payroll for worker's compensation reporting.

## D. Classification of Position Levels

### 1. Standardized Procedure for Classification

Bannock County shall have a standardized procedure for classification of position levels. Human Resources will develop a method for classifying each county position. The position classification shall include an appropriate title, FLSA designation, and placement into position level tied to a pay grade on the salary schedule.

The classification procedure shall be transparent and include participation by human resources professionals and subject matter experts from county departments.

Individual positions are allocated to the appropriate level based on criteria including, but not limited to complexity, fiscal responsibility, leadership, professional judgment, risk, scope, external labor market, and internal equity.

### 2. Position Descriptions

A position description is the primary document used to determine the level of each county position. The supervisor will use a Position Description template provided by Human Resources to describe the essential duties and responsibilities of the position. A department head or elected official shall verify content, accuracy and completeness of the information. If the job being described has an incumbent, he or she also may review the completed form.

### 3. Fair Labor Standards Act Designation

In addition to the employee classifications set forth elsewhere in this policy, all positions are classified as Exempt (salaried) or Nonexempt (hourly) for purposes of complying with the Federal Fair Labor Standards Act (FLSA). The FLSA is the Federal wage and hour law which governs the obligation of employers to pay overtime compensation. Exempt employees perform work that qualifies for the professional, executive or administrative exemption and do not qualify for overtime compensation, while non-exempt employees qualify to earn compensatory or overtime where allowed at a rate of time and one-half of regular rates of pay when working more than 40 hours during established work period. Employees who serve as sworn law enforcement officers ~~may be subject to special exceptions found in the FLSA (see 29 U.S.C. § 207(k))~~. Actual hours worked ~~are~~ is used for the calculation of overtime or compensatory hours for non-exempt employees in compliance with the FLSA.

Employees who serve as sworn law enforcement officers may be subject to special compensatory / overtime guidelines for working more than 86 hours in a 14-day work period as allowed by the FLSA (see 29 U.S.C. § 207(k)) and may also be assigned to a distinct pension class according to pension rules.

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:

Hal Jensen

Department:

Planning and Development

Requestor Email:

halj@bannockcounty.gov

Item(s) to be considered:

Update on the Land Use and Development Ordinance Timeline

Date of meeting being requested: Time requested:

12/23/2025

15 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:

Tristan Bourquin

## PROJECT PORTFOLIO: Land Use and Development Ordinance of Bannock County

### 1. Project Scope

- The project aims to consolidate and modernize eight existing ordinances into a comprehensive Land Use and Development Ordinance (LUDO) for Bannock County. This ordinance will regulate zoning, land use, subdivision, and other key aspects of county planning.
- Goals:
  - a. Enhance clarity, consistency, and enforceability
  - b. Align with state and federal regulations
  - c. Use the Comprehensive Plan to guide the ordinance

### 2. Project Team

- Project Sponsor: Commissioners – Provides overall direction, support and oversight
- Project Lead: Hal Jensen – Oversees project execution and coordination
- Project Analyst: Tristan Bourquin – Supports project execution through research, data analysis and documentation.
- Legal Advisor: Jon Radford – Ensures compliance with state and federal laws
- Public Relations Coordinator: Emma Iannacone – Manages community engagement and communication
- Team Members: Alisse Foster, Subdivision Planner and Annie Hughes, Zoning Planner – Provides expertise in land use policies
- Advisory Committee: Representatives from the public – Provides project feedback

### 3. Project Timeline

- Phase 1: Draft Review & Refinement (Jan 5 – Mar 6)
  - a. Clean up Draft 1
    - Formatting, numbering, cross-references
    - Initial consistency check across zoning, subdivision, stormwater, floodplain, building, and waste sections
  - b. Integrate public workshop comments and technical data
  - c. Establish rezoning framework aligned with new zoning districts
    - Initial GIS coordination and parcel inventory
    - Assign proposed zoning districts to all parcels
    - Identify parcels with zoning changes
  - d. Develop property owner authorization letter templates
    - Create tracking system for authorizations
  - e. Prepare Draft 2 and internal review

- Internal completeness review
- Continue rezoning refinement
- Launch property owner authorization outreach
- Begin identifying parcels likely requiring takings analysis
- Phase 2: Legal & Advisory Workshops (Mar 9 – Apr 17)
  - a. Legal Counsel Review
  - b. Incorporate legal edits / prepare Draft 3
  - c. Send Draft 3 to Advisory Committee – April 3
  - d. Commission Workshop – April 7
  - e. Planning Council Workshop – April 15
- Phase 3: Redrafting After Workshops (Apr 20 – May 15)
  - a. Incorporate Planning Council and Commissioner feedback
  - b. Complete takings analysis determinations
  - c. Adjust zoning where required to avoid unconstitutional takings
    - Redraft zoning maps based on letters of authorization and takings analyses
- Phase 4: Prepare Public Hearing Draft 4 (May 18 – May 27)
  - a. Prepare final document
    - Zoning Maps
    - Wildlife Habitat Maps
    - Soils Maps
    - Any other appendices
- Phase 5: Public Hearings Process (May 28 – Jul 24)
  - a. Planning Council public hearing (ordinance + rezoning) – Jun 17
  - b. Commissioners public hearing – Jul 16
    - Additional hearing(s) if changes are substantive
- Phase 6: Adoption & Publication (Jul 27 – Aug 15)
  - a. Final cleanup edits
  - b. Final legal review
  - c. Preparation of adoption resolution/ordinance package
    - Legal confirmation of resolution/adoption language
  - d. Commission to sign newspaper publication – Aug 11
  - e. Publication in local newspaper - Ordinance becomes effective – Aug 15

### Estimated Total Project Duration

If no major rewrites are required and legal review is efficient:

- Best-case total duration: ~6–7 months
- Worst-case scenario (multiple major revisions): ~12–14 months

#### 4. Potential Risks and Mitigation Strategies

- Legal Challenges -- Ensure thorough legal review and alignment with statutory requirements.
- Public Opposition – Conduct transparent communication and public involvement from the start.
- Resource Constraints – Secure adequate funding and staffing support early in the process.
- Approval Delays – Engage key decision-makers early to streamline the review and approval process.
- Implementation Challenges – Develop training programs and clear guidelines for enforcement

## Critical Path & Slack Analysis

This analysis identifies critical path activities, dependent milestones, and explicit slack (float) so the Commission can clearly see best-case vs. worst-case timelines. Dates reflect your proposed schedule and typical public-sector review risk.

### 1. Summary: What is on the critical path?

Any delay to the following items will delay adoption:

1. Draft cleanup → Draft 2 completion
2. Countywide rezoning framework + parcel assignment
3. Property owner authorization outreach (overlaps but gates takings analysis)
4. Takings analysis determinations
5. Zoning map redrafting
6. Legal review of hearing draft
7. Planning Council public hearing
8. Commissioner public hearing
9. Final legal sign-off and publication

Activities off the critical path (with float) are noted in each phase below.

### 2. Phase-by-Phase Critical Path with Slack

#### Phase 1 – Draft Review & Rezoning Framework

Jan 5 – Mar 6 (9 weeks total)

Task	Dependency	Critical?	Slack (Best Case)	Risk Notes
Clean up Draft 1	None	✓	0–1 week	Formatting delays ripple forward
Integrate workshop comments	Draft 1 cleanup	✓	0	Substantive changes may expand scope
Establish rezoning framework	Workshop integration	✓	0	GIS & parcel accuracy critical
Parcel inventory & zoning assignment	Rezoning framework	✓	0	Countywide scale = no float
Identify parcels w/ zoning changes	Parcel assignment	✓	0	Gates authorization + takings
Authorization letter templates	None	✗	2–3 weeks	Can lag behind zoning assignment
Authorization outreach launch	Templates complete	✓	0	Drives takings timeline
Draft 2 internal review	All above	✓	0–1 week	Compressible with staffing

**Phase 1 Slack:**

- **Best case:** ~1–2 weeks total (by overlapping outreach + internal review)
- **Worst case:** +4–6 weeks if parcel issues or zoning disputes arise

**Phase 2 – Legal & Advisory Workshops**

Mar 9 – Apr 17 (6 weeks total)

Task	Dependency	Critical?	Slack	Risk Notes
Legal counsel review	Draft 2	✓	0	High risk of scope expansion
Draft 3 preparation	Legal edits	✓	0	Must hit advisory deadlines
Advisory Committee review	Draft 3	✗	1–2 weeks	Can occur async
Commission workshop	Draft 3	✓	0	Fixed meeting date
Planning Council workshop	Draft 3	✓	0	Fixed meeting date

**Phase 2 Slack:**

- **Best case:** ~1 week
- **Worst case:** +3–5 weeks if legal issues force re-circulation

**Phase 3 – Post-Workshop Redrafting & Takings**

Apr 20 – May 15 (4 weeks total)

Task	Dependency	Critical?	Slack	Risk Notes
Incorporate feedback	Workshops	✓	0	Required before hearings
Complete takings determinations	Authorization results	✓	0	Longest-lead legal task
Adjust zoning to avoid takings	Takings analysis	✓	0	Drives map revisions
Redraft zoning maps	Adjusted zoning	✓	0	No float before hearings

**Phase 3 Slack:**

- **Best case:** 0–1 week
- **Worst case:** +6–10 weeks if takings volume is high

⚠ This is the highest-risk phase.

**Phase 4 – Public Hearing Draft 4**

May 18 – May 27 (2 weeks total)

Task	Dependency	Critical?	Slack	Notes
Final document prep	Phase 3 complete	✓	0	Hard deadline
Maps & appendices	Zoning finalized	✓	0	Must match ordinance

**Phase 4 Slack:** None**Phase 5 – Public Hearings**

May 28 – Jul 24 (8 weeks total)

Task	Dependency	Critical?	Slack	Notes
Planning Council hearing	Draft 4	✓	0	Statutory notice
Commissioner hearing	PC recommendation	✓	0	Statutory
Additional hearings	Substantive changes	✗	+4–12 weeks	Worst-case driver

**Phase 6 – Adoption & Publication**

Jul 27 – Aug 15 (3 weeks total)

Task	Dependency	Critical?	Slack	Notes
Final edits	Hearing outcome	✓	0	Limited compression
Final legal review	Final draft	✓	0	Required
Resolution prep	Legal sign-off	✓	0	
Publication	Commission approval	✓	0	Statutory

### 3. Best-Case vs. Worst-Case Timeline

Scenario	Total Duration	Primary Drivers
Best Case	6–7 months	Minimal takings, no re-hearings, efficient legal review
Likely Case	8–10 months	Some takings adjustments, minor rework
Worst Case	12–14 months	Extensive takings, multiple map revisions, added hearings

### 4. Key Commission Takeaways

- Rezoning + takings analysis are the schedule drivers
- Workshop dates and hearing notices create hard, non-movable milestones
- Most early drafting tasks have little or no float due to downstream legal requirements
- Additional hearings are the single biggest risk to extending the schedule

# Memo

**From:** Bannock County Commission Office Staff  
**Date:** December 30, 2025

**Re:** Authorization to dispose documents

Dear Commissioners,

I am requesting authorization from the Bannock County Commissioners to dispose of documents according to the records destruction schedule set forth by the Bannock County Clerk's Office. Please see the list below:

Boxes/Documents to Dispose	
Department/Year/Description	Document(s)
Commission 2003 / L - Z	BOE, Misc Veteran, Misc Weed, Misc R & B, Misc mailings, Prosecutor, Public Defender, RDA,
	PDA, PILT, Plats, Landfill, Legislation
Commission 2002 / A - L	Juvenile, Indigent appeal, Misc. mailings, Bid openings, Budget, IAC
Commission 2002 / L - Z	Misc. Weed, Indigent, BOE, Tax Cancellations, misc. R & B, RDA, Railroad Easements, PSWCD, PILT, Plats, Oaths
	of Office, misc NACo docs, Legislative, Landfill

Thank you for your consideration in this matter.

BANNOCK COUNTY COMMISSIONERS

\_\_\_\_\_  
Jeff Hough, Chairman

\_\_\_\_\_  
Ernie Moser, Commissioner

\_\_\_\_\_  
Ken Bullock, Commissioner

**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 December 23, 2025, as approved during the meeting of December 30, 2025.

BOARD OF BANNOCK COUNTY COMMISSIONERS

---

Jeff Hough, Chair

---

Ernie Moser, Member

---

Ken Bullock, Member

ATTEST:

---

Jason C. Dixon, Clerk



## MINUTES OF THE BOARD OF BANNOCK COUNTY COMMISSIONERS

### Meeting Details

Date of Meeting:	Tuesday, December 23, 2025
Commissioners present:	Ernie Moser, Jeff Hough, and Ken Bullock
Clerk of the Board:	Jason C. Dixon
Absent Board Members:	
Staff present:	Deputy Clerk Nancy Allen and Comptroller Kristi Klauser

### Agenda Details

AGENDA	
Regular Business and Claims 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 (action item)</li> </ul>
2	<b>BOARD OF AMBULANCE DISTRICT</b> <ul style="list-style-type: none"> <li>Ryan O'Hearn, Pocatello Fire Chief, presenting a quarterly update</li> <li>Tyson Koester, Lava Hot Springs Chamber of Commerce, requesting approval on an Ambulance Stand-by Fee Waiver for the Winter Festivity on February 7, 2026 (action item)</li> </ul>
3	<b>BOARD OF COUNTY COMMISSIONERS</b> <ul style="list-style-type: none"> <li>Tyson Koester, Lava Hot Springs Chamber of Commerce, seeking approval of and signature on a fee waiver for the portable bleachers for the Winter Festivity on February 7, 2026 (requested 5 minutes) (action item)</li> <li>Shanda Crystal, Procurement, regarding (1) a request for signatures on two change orders with Headwaters Construction and, (2) to provide a procurement update (requested 10 minutes) (action item)</li> <li>Kristi Klauser, Auditing, requesting a signature (1) on the 2025 Annual Road and Bridge Financial Report, (2) Grant Assessment for Underage Alcohol Grant and (3) on Fiscal Year 2025 vessel report (requesting 5 minutes) (action item)</li> <li>Approval of the Bannock County Board of Commissioners Quarterly Jail Inspection report executed on December 16, 2025, per Idaho Code §20-622 (action item)</li> </ul>
7	<b>RESOLUTIONS AND ORDINANCES (action items):</b> <ul style="list-style-type: none"> <li>Resolution No. 2025-89 Authorizing the Destruction of Records</li> <li>Resolution No. 2025-90 Approving Tax Cancellation Requests</li> </ul>
8	<b>CONSENT AGENDA (action items):</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>Memorandum Authorization for Accounts Payable</li> <li>Cardholder User Agreement and Authorization</li> <li>Manual Checks</li> <li>Mileage and Travel Approvals</li> </ul>

- Minutes: Approval of and signature on certification for meeting minutes for December 16 and 18, 2025

## Meeting Notes

- 1 9:00 AM Hough called the meeting to order. Community Resources and Advocacy Director Shantal Laulu presented applications for cremation assistance for case numbers 20260007, 20260009, and 20260008. Moser moved to deny case numbers 20260007 and 20260009, approve case number 20260008, and authorize signature on the releases of lien. The motion passed.
- 2 9:02 AM Hough moved to enter into the Ambulance District. The motion passed. Tyson Koester also appeared to request an ambulance standby fee waiver. O'Hearn reviewed standby requests and handling population surge capacity with staffing an additional ambulance. The estimated hard costs are \$780. The total for the event would be \$2,040 and the requested consideration is to waive \$1,260. Hough moved to charge the hard costs of \$780 and waive the remaining. The motion passed.  
9:14 AM O'Hearn reviewed stats for South County service, challenges, benefits for ALS in McCammon, volunteers, funding, call concurrency, and work group goals.  
9:47 AM Hough moved to exit the Ambulance District. The motion passed.
- 3 9:47 AM Business Manager and Event Director Scott Crowther was also present. Koester requested a fee waiver to use bleachers. They will transport. Bullock moved to approve the request. The motion passed.
- 4 9:51 AM Facilities Director Dan Kendall appeared. Crystal reviewed change orders for Headwaters Construction. Moser moved to approve change orders 12 and 13. The motion passed.  
9:54 AM Crystal gave updates on procurement projects.
- 5 9:59 AM Klauser reviewed Road and Bridge report. Hough moved to approve the report. The motion passed.  
10:00 AM Klauser reviewed the mini grant for underage drinking enforcement. Moser moved to approve the grant. The motion passed.  
10:01 AM Klauser reviewed the waterways report. Hough moved to approve the vessel report. The motion passed.
- 6 10:04 AM Moser commented staff does a great job. Bullock moved to approve the Jail Inspection Report. The motion passed.
- 7 10:05 AM Hough moved to approve Resolution Nos. 2025-89 and 90. The motion passed.
- 8 10:05 AM Bullock moved to approve the items on the consent agenda. The motion passed.

## Action Item Summary

ACTION/DIRECTION	ASSIGNED TO
Cremations assistance was approved for case 20260008 and denied for cases 20260007 and 20260009. Releases of lien were signed.	Indigent
Ambulance District Board granted partial fee waiver to Lava Hot Springs Chamber of Commerce for Ambulance Standby at Winter Festivity.	Ambulance
Fee waiver granted to Lava Hot Springs Chamber of Commerce for bleacher rental for Winter Festivity.	Parks & Rec
Change orders 12 and 13 for Headwaters Construction were signed.	Procurement/Facilities
2025 Annual Road and Bridge Financial Report approved.	Public Works/Auditing
Application for Underage Alcohol Grant approved.	Sheriff/Grant Team

FY2025 Vessel Report approved.	Auditing
Quarterly Jail Inspection Report approved.	Sheriff/Commission
Resolutions 2025-89 Authorizing the Destruction of Records and 2025-90 Approving Tax Cancellation Requests were passed.	Clerk
Consent agenda items reviewed and approved.	Auditing/Clerk