

BINGHAM COUNTY COMMISSIONERS

Whitney Manwaring, Chairman

Eric Jackson

Drew Jensen



Lindsey Gluch, Commission Clerk

501 N. Maple Room 204

Blackfoot, ID 83221

Phone (208) 782-3013

Fax (208) 785-4131

Email: Lgluch@binghamid.gov

Wednesday, August 12, 2026

8:15 a.m.	Approval of Commission Meeting Notice & Agenda.	{ACTION ITEM}
8:15 a.m.	Approval of Cash Warrants, Claims, Administrative Documents and Personnel Action Forms.	{ACTION ITEM}
8:15 a.m.	Approval of Bingham County Resolution 2026-49, destruction of records For the Assessors Office.	{ACTION ITEM}
8:15 a.m.	Approval of June Commission Minutes.	{ACTION ITEM}
8:15 a.m.	Approval of Reason & Decision for the Motion for Reconsideration on Cedar Arch Dairies CUP filed by Firth/Basalt Concerned Citizens.	{ACTION ITEM}
8:15 a.m.	Jail Inspection- Commissioners attending with Sheriff Gardner.	
8:30 a.m.	Weekly update meeting with Sheriff Gardner.	
8:30 a.m.	Prior Approval for purchase of Dispatch Monitor Reconfiguration project.	{ACTION ITEM}
9:00 a.m.	Weekly update meeting with Dusty Whited, Public Works Director.	
9:00 a.m.	Approval of Bingham County Resolution 2026-50- Surplus property.	{ACTION ITEM}
9:00 a.m.	Approval of Agreement for concrete bridge decks to be epoxied.	{ACTION ITEM}
9:00 a.m.	Discussion & decision regarding Noxious Weed Advisory Technician Job description and payscale.	{ACTION ITEM}
10:00 a.m.	Public Hearing to receive the Planning & Zoning Commission's Recommendation to approve a zoning amendment from Agriculture to Heavy Commercial for approx. 0.0876 acres of land located at 704 N. Highway 91, Firth, Idaho, on behalf of MHD Development, LLC.	{ACTION ITEM}
10:30 a.m.	Approval & signing of Idaho State Fair Week Transfer Station Agreement With PSI- Requested by Derrick Going, Solid Waste Director.	{ACTION ITEM}
11:00 a.m.	Executive Session pursuant to Idaho Code Section 74-206(1)(d), to Consider records that are exempt from public disclosure.	{ACTION ITEM}
12:00 p.m.	Chamber Board of Directors Meeting- Chairman Manwaring attending.	
2:00 p.m.	Executive Session pursuant to Idaho Code Section 74-206(1)(a)&(b), to Consider personnel matters.	{ACTION ITEM}
2:30 p.m.	Weekly update meeting with Paul Rogers, County Legal Counsel.	
2:30 p.m.	Approval & signing of Lease Agreement Between Bingham County and The Eastern Idaho State Fair.	{ACTION ITEM}

"Potato Capital"



Meeting Date: August 12, 2026
Meeting Time: 8:15 am

REQUEST FOR MEETING WITH BINGHAM COUNTY COMMISSIONERS FORM

The Board of County Commissioner's hold meetings various days throughout the week, which are coordinated with the Commission Clerk. Per Idaho Code §74-204(1), the Board cannot hold a meeting without less than 48 hours' notice and posting on the Commission Agenda. Any person(s) needing special accommodations should contact the Lindsey Gluch, Commission Clerk, at (208)785-3013.

Name: **Lindsey Gluch**

Email: **Lgluch@binghamid.gov**

Phone Number: **(208)782-3013**

Address: **501 North Maple, Blackfoot**

1. What is the topic of discussion that you wish the Board to have?

a. **Approval of Bingham County Resolution 2026-49, a resolution regarding the destruction of records for the Assessors Office.**

2. Approximately how much time will you need for this agenda item?

a. **5 minutes**

3. Will you be requesting that the Board make a decision?

Yes.

4. Have all supporting documents been included with this form? If not, please note that your meeting may not be scheduled until all necessary documentation has been provided to the Commission Clerk.

Yes. The proposed Resolution is as attached.

5. Please provide the name and contact information of the individuals that you would like to be invited to the meeting. (Include name, telephone number and email address if known)

N/A

Please hand deliver or email this completed form, along with all supporting documents to Lindsey Gluch at Lgluch@binghamid.gov, at least 24 hours prior to your scheduled meeting time.

**BINGHAM COUNTY
RESOLUTION 2026-49**

**RESOLUTION REGARDING THE DESTRUCTION OF RECORDS
FOR THE ASSESSORS OFFICE/DEPARTMENT OF MOTOR VEHICLES**

WHEREAS the Bingham County Assessors Office/Department of Motor Vehicles has requested permission to destroy certain records; and

WHEREAS the Idaho Code §31-871 empowers the Board of County Commissioners with the responsibility for classifying records for purposes of retention and destruction; and

WHEREAS the Assessors Office has represented that all records for which destruction is sought pertain to matters which have been concluded for the designated period of time allowed in sections of Idaho Code; and

WHEREAS none of the records for which destruction is requested are those required to be kept by the County permanently and indefinitely pursuant to I.C. §31-709;

Assessors Office

July 2025

Title and Title Applications

THEREFORE, it is hereby resolved that: The Assessors Office files are hereby classified as "temporary," as defined in I.C. §31-871(1)(d). Furthermore, such records may now be destroyed.

Dated this 12th day of August 2026.

BINGHAM COUNTY COMMISSION

Whitney Manwaring, Chairman

Eric Jackson, Commissioner

Drew Jensen, Commissioner

ATTEST:

Pamela W. Eckhardt
Bingham County Clerk



Meeting Date: August 12, 2026
Meeting Time: 8:30 am

REQUEST FOR MEETING WITH BINGHAM COUNTY COMMISSIONERS FORM

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Name: [Sheriff Gardner, Chief Deputy Nebeker](#) Email: Jgardner@binghamid.gov,
Jnebeker@binghamid.gov

Phone Number [\(208\)782-3046](tel:(208)782-3046) / [\(208\)782-3047](tel:(208)782-3047) Address: [501 N. Maple St](#)

1. What is the topic of discussion that you wish the Board to have?

[#1- \(Action Item\) Prior Approval of Dispatch Monitor Reconfiguration Project](#)

2. Approximately how much time will you need for this agenda item?

[5-10 minutes to explain project](#)

3. Will you be requesting that the Board make a decision?

[Yes, approval on the action items.](#)

4. Please cite what authority under either Idaho Code or Bingham County Code the meeting is being requested.

5. Have all supporting documents been included with this form? If not, please note that your meeting may not be scheduled until all necessary documentation has been provided to the Commission Clerk.

6. Please provide the name and contact information of the individuals that you would like to be invited to the meeting. (Include name, telephone number and email address if known)

[Mathew Galloway, Director of IT](#)

Please hand deliver or email this completed form, along with all supporting documents to Lindsey Gluch at Lgluch@binghamid.gov, at least 24 hours prior to your scheduled meeting time.

Bingham County

Prior Approval For Purchase

(Please provide documentation)

Idaho Code §67-28 PURCHASING BY POLITICAL SUBDIVISIONS

Date: 8/10/2026

Department: Sheriff's Office

Submitted By: Sheriff Gardner / Chief Deputy Nebeker

To be purchased: 911 Center Monitor Reconfiguration Project

Justification: Heavy duty knuckles, mounting posts, and mounts from Xybix

(\$17,933.02)

(14) Dell Monitors from Dell (\$14,804.86)

This is the necessary equipment and labor to add monitors necessary to accommodate all ECO programs and have an operational 5th station.

Estimated Cost: \$32,737.88

Fund(s) to be paid from: 0028-01-0559-0000

(911 Emergency Communication Capital Outlay)

☐ **Approved**

☐ **Denied**

Approved/Denied By:

Whitney Manwaring, Chairman

Date

Eric Jackson, Commissioner

Date

Drew Jensen, Commissioner

Date

Xybix Systems
8207 SouthPark Circle
Littleton CO 80120
Phone: 303-683-5656
Fax: 303-683-5454
Savannah



Quote Number: 38812

Quote Date: 7/14/2026
Revision: B
Orig Create Date: 7/7/2026
Expires: 10/5/2026
Opp #: 0034180

Quote

Terms: 90% Net 30; 10% Retention

Page: 1 of 2

QUOTE TO:

Acct: BINCOUBLID

Bingham County Sheriffs
501 N Maple St #405
Blackfoot ID 83221-1778

SHIP TO:

Bingham County Sheriffs Communication
501 N Maple St #405
Blackfoot, ID 83221
USA

Salesperson: EFFIE BAKER
Phone: (720) 919-1266
Email: EffieB@xybix.com

Phone:
Email:

Standard 2026-6 Price List
Product Line: T-Series
Install Type: Customer
Tax Exempt

****Quoting WS # 1-5****

07.07.26: R1 - New Monitor Configuration - SSB
06.04.26: R0 - Drawing Creation - SSB

CUSTOMER INSTALL:

Xybix does not recommend Customer Install for this product. Customer understands no install instructions are included with this product. Installation instructions can be provided verbally at a rate of \$125 per hour.

TARIFF SURCHARGE:

A temporary fee due to increased costs from international tariffs impacting material pricing.

Line	Part Num	Desc	Qty	U/M	List Ea.	Disc. %	Disc. Price	Net Price
4.00	12760	Flat Panel Assm. Knuckle Heavy Duty < 75 # Assembly 100 x 200 mm, 200 x 200 mm, 100 x 100 mm or 75 x 75mm mounting options	1	15.00 EA	\$1,118.00	45.00 %	\$614.90	\$9,223.50
4.01	12780.	Monitor Mount - Upgrade to 2Hi - - Upgrade to 2Hi - - 1 - Corner Dual Surface - 72L x 72R	2	5.00 EA	\$2,231.00	45.00 %	\$1,227.05	\$6,135.25
4.02	13160.	Monitor Mount - Quickstack - 1 Vertical Post - Quickstack - 1 Vertical Post - - -	3	1.00 EA	\$801.00	45.00 %	\$440.55	\$440.55
90.00	10166	Skid Packaging for Shipment	5	2.00 EA	\$85.00	0.00 %	\$85.00	\$170.00
99.00	Other	Other Charges & Services	4	1.00 EA	\$0.00	0.00 %	\$0.00	\$0.00
Line (4) - Miscellaneous Charge -								
		Description					Ext. Price	
		1.) LTL- w/Lft Gate&Inside Del					1,418.08	
		2.) Tariff Adjustment Fee 4.0%					635.19	

Xybix Systems
8207 SouthPark Circle
Littleton CO 80120
Phone: 303-683-5656
Fax: 303-683-5454
Savannah



Quote Number: 38812

Quote Date: 7/14/2026
Revision: B
Orig Create Date: 7/7/2026
Expires: 10/5/2026
Opp #: 0034180

Quote

Terms: 90% Net 30; 10% Retention

Page: 2 of 2

Line	Part Num	Desc	Qty	U/M	List Ea.	Disc. %	Disc. Price	Net Price
List Price Total:					\$28,896.00			
			Lines Total:					\$15,879.75
			Line Miscellaneous Charges					
			Total:					\$2,053.27
			Taxes Total:					\$0.00
			Quote Total:					\$17,933.02

Note 1:

All quoted taxes are estimated. Any applicable taxes, fees, permits, etc. must be added to this quote.

Note 2:

Where installation is listed on quote it is based in non-union labor and on one trip for installation only. Client is responsible for coordination of Technicians and other Vendors/Contractors. Waiting time will be charged at the rate of \$75 per man hour straight time and \$115 per man hour for OT plus subsistence expenses.

Additionally, this quote is based upon a remodel in an existing space and/or new building - completely finished with a Certificate of Occupancy. Any project where the General Contractor is still on the job is subject to additional charges.

We appreciate this opportunity to provide this quote. Our goal is to substantially improve working conditions for your valuable staff. We look forward to meeting with you to review this proposal in detail. In the meantime please don't hesitate to call us with any questions.



A quote for your consideration.

To retrieve this eQuote online, log in to your [Dell Premier Page](#) and search for your eQuote number under "Quotes" in the top menu bar.

Quote No.: 3000205290605.1
Total (USD): \$14,804.86
eQuote Name: Dispatch Upgrade
eQuote Creator: mgalloway@binghamid.gov
Quoted On: Jul. 29, 2026
Expires By: Aug. 28, 2026

Company Name: -
Customer Number: -
Premier Page Name: Bingham County, Idaho

Contract Name: Dell NASPO Computer Equipment PA - Idaho
Contract Code: C000001121028
Customer Agreement Number: 23026 / PADD20245022

Billing Address:

-
,

Pricing Summary

	Qty	Unit Price	Discounted Unit Price	Subtotal
Dell UltraSharp 43 4K USB-C Hub Monitor - U4323QE	14	\$1,499.99	\$1,057.49	\$14,804.86
Premier discount		- \$442.50		
Subtotal:				\$14,804.86
Shipping:				\$0.00
Estimated Tax:				\$0.00
Total (USD):				\$14,804.86

Product Details



Dell UltraSharp 43 4K USB-C Hub Monitor -
U4323QE
(210-BFPO)
Order Code: u4323qesap

Qty	Unit Price	Subtotal
14	\$1,057.49	\$14,804.86

Module	Description	Product Code	SKU	Qty
Dell UltraSharp 43 4K USB-C Hub Monitor - U4323QE, Standard	Monitor Dell Ultrasharp 4K com HUB USB-C de 43" U4323QE	GCFNG3Z	210-BFPO	1
Hardware Support Service	3Y Basic Hardware Service with Advanced Exchange after remote diagnosis	G02MOWF	815-2573,815-2574	1

Need Help?



We're here to answer any of your Order Support questions. [Contact Us](#).

CONNECT WITH DELL:



Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for Fourteen days from the date of this Quote. All products, pricing, and other information are based on the latest information available and are subject to change for any reason, including but not limited to tariffs imposed by government authorities, shortages in materials or resources, increase in the cost of manufacturing or other factors beyond Supplier's reasonable control. If such changes occur, pricing may be adjusted or purchase orders may be cancelled by Supplier, even after an order has been placed. Supplier also reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors and/or customer changes to Supplier's planned delivery date. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringsspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.



Meeting Date: August 12, 2026
Meeting Time: 9:00 am

REQUEST FOR MEETING WITH BINGHAM COUNTY COMMISSIONERS FORM

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Name: Dusty Whited

Email: dwhited@binghamid.gov

Phone Number: 3864

Address: 245 N 690 W, Blackfoot, ID 83221

1. What is the topic of discussion that you wish the Board to have?
 - 1 -Approve surplus items and Prime Time Auctions as the auction company.
 - 2 -Approve agreement for concrete bridge decks to be epoxied.
2. Approximately how much time will you need for this agenda item?
15 minutes each
3. Will you be requesting that the Board make a decision?
Yes
4. Please cite what authority under either Idaho Code or Bingham County Code the meeting is being requested.

Department Head
5. Have all supporting documents been included with this form? If not, please note that your meeting may not be scheduled until all necessary documentation has been provided to the Commission Clerk.

Dusty says the documents are coming.
6. Please provide the name and contact information of the individuals that you would like to be invited to the meeting. (Include name, telephone number and email address if known)
Troy Lenhart, 208-782-3863, tlenhart@binghamid.gov

Please hand deliver or email this completed form, along with all supporting documents to Lindsey Gluch at Lgluch@binghamid.gov, at least 24 hours prior to your scheduled meeting time.

**BINGHAM COUNTY
RESOLUTION NO. 2026-50**

A FORMAL RESOLUTION DECLARING CERTAIN BINGHAM COUNTY PROPERTY
NOT NECESSARY FOR USE IN BINGHAM COUNTY, IDAHO

WHEREAS, The Bingham County Commissioners have the authority to manage county property, (Idaho Code §31-807);

WHEREAS, The Bingham County Commissioners have the authority to sell or offer for sale personal property exceeding two hundred fifty dollars (\$250) in value at private sale, (Idaho Code §31-808);

THEREFORE BE IT HEREBY RESOLVED, by the Board of County Commissioners, Bingham County, Idaho, that the following items may be sold as excess property:

Bingham County Public Works Department

“See attached Exhibit A”

DATED this 12th day of August, 2026.

BINGHAM COUNTY COMMISSION

Whitney Manwaring, Chairman

ATTEST:

Eric Jackson, Commissioner

Pamela W. Eckhardt
Bingham County Clerk

Drew Jensen, Commissioner

Auction items for surplus

Vibromax roller unit 9953

4 Tiger flail mowers serial numbers 3250,2816,2203,1470

1 Leer camper shell

30 concrete parking blocks

3 Truck fuel tanks

20 foot shop overhead door and railing

3 pickup head ache racks

3 used tool boxes 1 semi headacke rack

2 lift axles

one broce broom unit 0410

miscellaneous wear edges cutting bits and v shoes

3 plastic tanks

20 used plastic junction boxes 8 damaged light poles

2 three point tractor hitches

one truck dolly



Meeting Date: August 12, 2026
Meeting Time: 10:00 am

REQUEST FOR MEETING WITH BINGHAM COUNTY COMMISSIONERS FORM

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Name: Tiffany Olsen

Email: tolsen@binghamid.gov

Phone Number: 208-782-3177

Address: 490 N. Maple, Suite A. Blackfoot

1. What is the topic of discussion that you wish the Board to have?

Public Hearing to receive the Planning and Zoning Commission's recommendation to approve a zoning amendment from Agriculture to Heavy Commercial for approx. 0.0876 acres of land located at 704 N Highway 91, Firth, ID, on behalf of MHD Development, LLC and a request to create a parcel less than 1.00 acres in a Heavy Commercial zone pursuant to Bingham County Code Section 10-6-6 *Area Regulations*.

2. Approximately how much time will you need for this agenda item?

½ hour

3. Will you be requesting that the Board make a decision?

Yes

4. Please cite what authority under either Idaho Code or Bingham County Code the meeting is being requested.

Bingham County Code Title 10 Chapters 14 and 15

Bingham County Code Section 10-6-6 *Area Regulations*:

*B(5):C and M Zone: One acre minimum unless otherwise approved by the Board.
(Ord. 2012-08, 10-9-2012, eff. 10-26-2012)*

5. Have all supporting documents been included with this form? If not, please note that your meeting may not be scheduled until all necessary documentation has been provided to the Commission Clerk.

No, but will be delivered prior to the Public Hearing date

6. Please provide the name and contact information of the individuals that you would like to be invited to the meeting. (Include name, telephone number and email address if known)

Tiffany Olsen, Paul Rogers

Barry Bame barryb@krossroadsengineering.com

Heath Mitchell heathm007@yahoo.com

Derrick Dye derrick@ironwoodmillworks.com



Meeting Date: August 12, 2026
Meeting Time: 10:30 am

REQUEST FOR MEETING WITH BINGHAM COUNTY COMMISSIONERS FORM

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Name: **Lindsey Gluch** (On behalf of **Derrick Going, Solid Waste Director**)

Email: **Lgluch@binghamid.gov**

Phone Number: **(208)782-3013**

Address: **501 North Maple, Blackfoot**

1. What is the topic of discussion that you wish the Board to have?
 - a. **Approval & signing of Idaho State Fair Week Transfer Station Agreement with PSI.**
2. Approximately how much time will you need for this agenda item?
 - a. **15 minutes**
3. Will you be requesting that the Board make a decision?

Yes.
4. Have all supporting documents been included with this form? If not, please note that your meeting may not be scheduled until all necessary documentation has been provided to the Commission Clerk.

Yes. The proposed Agreement is attached.
5. Please provide the name and contact information of the individuals that you would like to be invited to the meeting. (Include name, telephone number and email address if known)

Derrick Going, Solid Waste Director

Casey McDaniel, PSI Site Manager

Paul Rogers, County Legal Counsel

Please hand deliver or email this completed form, along with all supporting documents to Lindsey Gluch at Lgluch@binghamid.gov, at least 24 hours prior to your scheduled meeting time.

IDAHO STATE FAIR WEEK TRANSFER STATION AGREEMENT

This Agreement is entered into on this ____ day of August 2026, by and between **Bingham County, Idaho** ("County") and **PSI** ("PSI").

1. Purpose

The purpose of this Agreement is to set forth the terms under which Bingham County will provide access to the County Transfer Station on **September 6, 2026**, and the obligations of PSI in consideration for such access. Such hours are outside the normal hours of operation for Bingham County.

2. County Obligations

- a. The County agrees to keep the Transfer Station open from 7:00 a.m. to 12:00 p.m. (noon) on September 6, 2026.
- b. The County shall provide five (5) employees on-site during this time to complete the necessary work.

3. PSI Obligations

- a. PSI agrees to pay the County the sum of Six Hundred Thirty Dollars (\$630.00) within thirty (30) days of September 6, 2026.
- b. PSI agrees to abide by Title 4 of the Bingham County Code during the use of the Transfer Station.
- c. Should PSI fail to pay the required sum within the thirty (30) day period, PSI acknowledges and accepts that PSI is subject to enforcement and penalties under Title 4 of the Bingham County Code.

4. Waiver of Liability

PSI expressly agrees that Bingham County shall not be liable for any injury, illness, or death suffered by any employee, contractor, or representative of PSI arising out of or in connection with this Agreement or the use of the Transfer Station on September 6, 2026. PSI hereby waives any and all claims against the County for such matters and shall be solely responsible for the safety and welfare of its employees and representatives.

5. Entire Agreement

This Agreement contains the entire understanding between the parties and may only be amended in writing signed by both parties.

6. Governing Law

This Agreement shall be governed by the laws of the State of Idaho and applicable provisions of the Bingham County Code.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

DATED this _____ day of August 2026.

BINGHAM COUNTY:

PSI Waste Systems #2210:

By _____

Whitney Manwaring

Casey McDaniel

Bingham County Commissioner Chairman

PSI Site Manager



Meeting Date: August 12, 2026
Meeting Time: 11:00 am

REQUEST FOR MEETING WITH BINGHAM COUNTY COMMISSIONERS FORM

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Name: **Matthew Galloway**

Email: **mgalloway@binghamid.gov**

Phone Number: 208-782-3061

Address: 501 N Maple St, Blackfoot 83221

1. What is the topic of discussion that you wish the Board to have?

Prior Approval for Purchase – Executive Session

2. Approximately how much time will you need for this agenda item?

30 min

3. Will you be requesting that the Board make a decision?

Yes

4. Please cite what authority under either Idaho Code or Bingham County Code the meeting is being requested.

5. Have all supporting documents been included with this form? If not, please note that your meeting may not be scheduled until all necessary documentation has been provided to the Commission Clerk.

Yes

6. Please provide the name and contact information of the individuals that you would like to be invited to the meeting. (Include name, telephone number and email address if known)

Please hand deliver or email this completed form, along with all supporting documents to Lindsey Gluch at Lgluch@binghamid.gov, at least 24 hours prior to your scheduled meeting time.

Bingham County
Prior Approval For Purchase
(Please provide documentation)

Idaho Code §67-28 PURCHASING BY POLITICAL SUBDIVISIONS

Date: 08/04/26

Department: IT Department

Submitted By: Matthew Galloway

To be purchased: Fiber Trunk 1st Floor to 2nd Floor

Justification: Extra fiber for servers

Estimated Cost: \$8,250.88

Fund(s) to be paid from: 1-14-0804-0000

☐ **Approved**

☐ **Denied**

Approved/Denied By:

Whitney Manwaring, Chairman

Date

Drew Jensen, Commissioner

Date

Eric Jackson, Commissioner

Date

[Print](#)[Download](#)**OFFICIAL QUOTE**

RQ Number	RQN202608040102	Date	08/04/2026
Trade Term	FOB		
Currency	USD		
Payment Method			
Ship Via	UPS Ground® & UPS Express Saver		
Created by	Loris.Gan		
Email	loris.gan@fs.com		

Deliver To	Bill To	Issued By
Bingham County	Bingham County	FS.com INC
501 N Maple St, Ste 406	501 N Maple St, Ste 406	380 CENTERPOINT BLVD
Blackfoot, 83221	Blackfoot, 83221	NEW CASTLE, DE 19720
Idaho, United States	Idaho, United States	United States
Matthew Galloway	Matthew Galloway	Tel: +1 (888) 468-9910
Tel: 2087823000	Tel: 2087823000	

NO.	Product ID	Description	Quantity(pcs)	Unit Price	Total
1	35526	FHD® Blanking Fiber Adapter Panel	2	US\$7.00	US\$14.00
2	52022	FHD® Fiber Adapter Panel, OM3/OM4, 8 x MTP®-8/12/24 Key Up to Key Up (Charcoal Gray) Adapter, Type B	4	US\$129.00	US\$516.00
3	145167	FHD® High Density 1U Rack Mount Enclosure Unloaded, Sliding and Tilt-down Drawer, Holds up to 4 x FHD® Cassettes, Panels, or Splice Trays, 144 Fibers (LC)	1	US\$199.00	US\$199.00
4	213707	Customized MTP®-12 Trunk Cable, 12-576 Fibers, Multimode (OM4), 0.20/0.35dB Max, Double Jacket Fiber Count: 48 Fibers (4x 12F) Connector A: Male UPC 0.20dB Connector B: Male UPC 0.20dB Cable Jacket: Plenum (OFNP) Polarity: Type B Cross Pulling Eye: Pulling Eye-Both Ends Length: 25m	4	US\$1,880.47	US\$7,521.88

Other Comments or Special Instructions:

SUBTOTAL	US\$8,250.88
S&H	0
Est. Sales Tax	US\$0.00
TOTAL	US\$8,250.88

Please send the PayPal payment to the following account:

paypal@fs.com

Please Wire/ACH Transfer to the following account:

Via Wire Transfer

Account Name: FS COM INC
Account #: 138 119 625 329
Wire Routing #: 026 009 593
ACH Routing #: 125 000 024
Swift Code: BOFAUS3N
Bank Address: Bank of America, N.A., 222 Broadway, New York, NY 10038

Via ACH

Bank Name: Bank of America
Account Name: FS COM INC
Account #: 138 119 625 329
ACH Routing #: 125 000 024

Note:

1.Pricing reflects all items and quantities quoted. Any changes to the quote may reflect a change in the pricing. We are working through highly fluid, industry-wide supply chain constraints, resulting in pricing volatility and longer-than-normal delivery times for many manufacturers. Please pay attention to the quote validity period, we support 15 days validity, excluding products with chips. In case, we recommend placing orders as promptly as possible for best availability and pricing.

2.Please kindly leave a message of this order RQ No. or your company name when you pay this quote.

Authorised by
Date

Loris.Gan
08/04/2026

Bingham County
Prior Approval For Purchase
(Please provide documentation)

Idaho Code §67-28 PURCHASING BY POLITICAL SUBDIVISIONS

Date: 08/04/26

Department: IT Department

Submitted By: Matthew Galloway

To be purchased: 2nd Floor Access Control Addition

Justification: Extra Doors added to project.

Estimated Cost: \$17900.43

Fund(s) to be paid from: 50-00-559-0000 – PILT (FY27)

☐ **Approved**

☐ **Denied**

Approved/Denied By:

Whitney Manwaring, Chairman

Date

Drew Jensen, Commissioner

Date

Eric Jackson, Commissioner

Date



M2 AUTOMATION
6067 Corporal Lane
Boise, ID 83704
208-853-3411

www.m2automation.com

Date: 05/13/2026

Bingham County - ID - 2nd Floor Access Control - Three Additional Doors

Base Price:
\$ 17,900.43

PLEASE SELECT ONE OF THE FOLLOWING SUPPORT PACKAGE OPTIONS

Support options are in addition to the base project price listed above

Support Package Options

Please refer to the following pages for details regarding our support offerings.

Premium Support	\$ 2,953.57 Annually	_____
Advanced Support - <i>Current support level</i>	\$ 984.52 Annually	_____
Standard Support	\$ 805.52 Annually	_____
No Support - <i>See M2 basic support T&Cs</i>	Declined	_____

The pricing outlined in this quote has been developed based on current market conditions and does not incorporate any potential impact from pending or future tariffs, duties, or changes to U.S. customs regulations. If at any point the cost of goods or materials required for this project increases due to tariff-related adjustments, M2 Automation reserves the right to adjust pricing accordingly. Any such adjustments will be communicated prior to implementation.

Signature: _____ Date: _____

To accept this quote, please print, scan and email a signed copy to Office@m2automation.com. You can reach us by phone at (208) 853-3411 if you have any questions. We will bill 10% of the payment at signing for mobilization and design work. The remaining balance will be billed on the 15th and 30th of every month as progress continues. If the month has fewer than 30 days, the final billing will occur on the last day of the month. Any changes or additions to this proposal after you approve it must be in writing and may incur extra charges. This quote is valid for 45 days and is subject to the M2 Standard Terms and Conditions found in the link/QR code below. Due to global supply chain issues, we are uncertain as to when equipment will arrive. Lead times are dependent on the project and range anywhere from 2 weeks to 52 weeks. We work diligently with our manufacturers to ensure a timely delivery and will keep parties informed of equipment timetables.

[M2 STANDARD TERMS AND CONDITIONS V6](#)





M2 AUTOMATION
6067 Corporal Lane
Boise, ID 83704
208-853-3411

www.m2security.tech

Date: 05/13/2026

Bingham County - ID - 2nd Floor Access Control - Three Additional Doors

SCOPE OF WORK

M2 Automation is pleased to provide you with a proposal to add three (3) controlled doors with associated infrastructure and hardware to the Bingham County Courthouse.

Please see attached design for equipment and location.

ENCLOSURE NOTE: This proposal cost is higher due to the requested 8-door enclosure, driven by limited wall space in the server room. This approach allows for future expansion and provides greater flexibility in enclosure placement.

CONTROLLER NOTE: This proposal cost is higher due to the requested use of an MP1502 intelligent controller, which acts as the system "brain," allowing each floor to operate independently—so if one floor goes offline, the other will remain operational.

SUPPORT PACKAGES

Response - Acknowledgement of the issue by an M2 support or service technician.

Critical Issue - The outage of a critical device resulting in a life safety issue.

Non-Critical Issue - An outage that does *not* result in a life safety issue.

Resolution - An action plan to resolve the issue.

	Standard	Advanced	Premium
Labor Warranty	Lifetime of the agreement	Lifetime of the agreement	Lifetime of the agreement
Parts Warranty	5-Years	5-Years	Lifetime of the agreement; Equipment Refreshed Upon Failure
Security Updates	Lifetime of the agreement	Lifetime of the agreement	Lifetime of the agreement
Service Parts Availability	Dependent on market	Dependent on market	Available within 24 hours
Response Times	Business hours call availability	24/7 call availability	24/7 call availability
		2-hour response time	2-hour response time
	Next business day response time	24-hour critical issue resolution remote or onsite	8-hour critical issue resolution remote or onsite
	2-business day critical issue resolution	3-business day non-critical issue resolution	2-business day non-critical issue resolution
	5-business day non-critical issue resolution		
After-Hours/Holidays	Standard emergency rates	Included	Included
Training	Lifetime of the agreement	Lifetime of the agreement	Lifetime of the agreement
Support & Administration	Lifetime of the agreement	Lifetime of the agreement	Lifetime of the agreement

Remote access required for additional support packages

M2 documents and retains administrative rights to the equipment in this proposal. Upon request from a client, we can provide designated individuals administrative rights to the system with the signing of a separate Release of Liability document. Any issues created by an individual who has been permitted administrative rights will, as a result, become a billable event.

PROVEN PROCESS

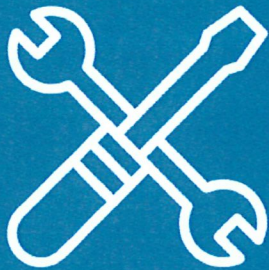
01



DISCOVERY

- Meet with key staff to identify issues, concerns, and long-term goals
- Design a visual solution shaped by insights
- Support with budget conversations to ensure clarity and shared understanding.

02



IMPLEMENTATION

- Perform a collaborative facility walkthrough to solidify design ideas
- Develop the installation plan and initiate the equipment ordering
- Complete in-house preparations to ensure a streamlined installation experience
- M2 employees carry out the on-site installation
- Meet with key staff to walk through the project, perform system training, and ensure quality performance

03



SUPPORT

- Lifetime labor warranties and selected equipment coverage available for each project
- Tiered response times and equipment availability to reduce downtime
- Ongoing training and development to stay current with evolving technologies and practices



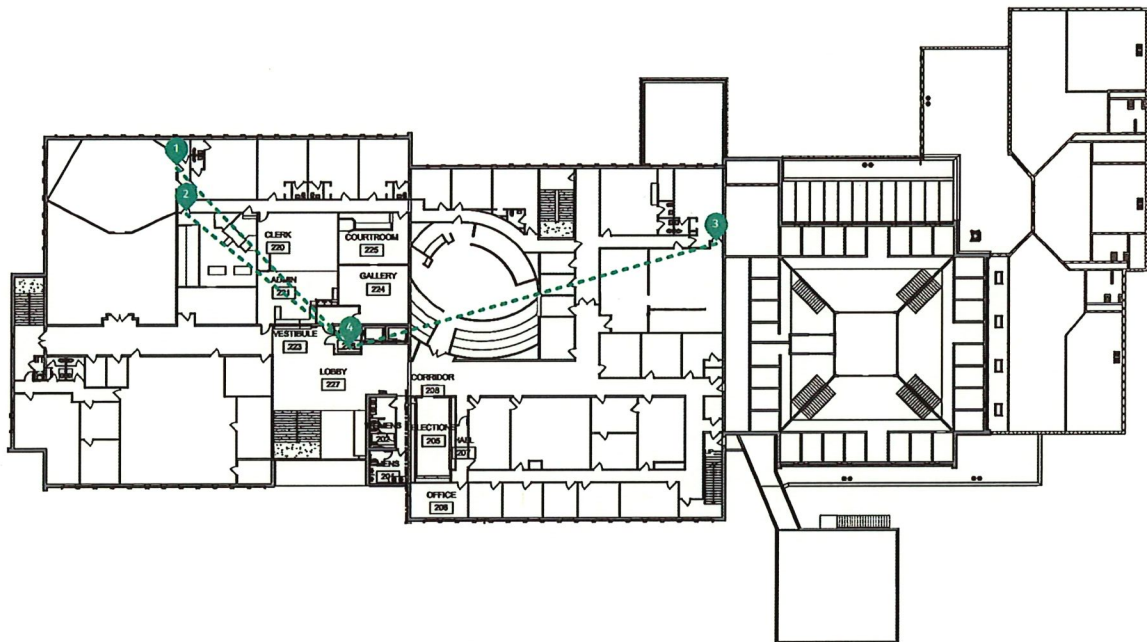
Bingham County - ID - 2nd Floor Access Control - Three Additional Doors

May 13, 2026

Powered by

Plan: 2nd Floor Plan

Site: Blackfoot Idaho | Building: Courthouse, Jail, & Sheriff's Office



	Name	Device/Task Type	Install Status
1	 Controlled Door D031 4	Single Door	Planned
	 Mullion Reader/Keypad Controlled Door	Card Reader	Planned
	 Door Position Contact Controlled Door	Door Contact	Planned
	 Request to Exit Motion Controlled Door	Request to Exit Motion	Planned
	 Cabling Controlled Door	Cable	Planned
	 Preprogramming Controlled Door	Video Surveillance Task	Planned
	 Mortise Heavy Strike 3	Mortise Lockset	Planned
2	 Controlled Door D031 2	Single Door	Planned
	 Mullion Reader/Keypad Controlled Door	Card Reader	Planned
	 Door Position Contact Controlled Door	Door Contact	Planned
	 Request to Exit Motion Controlled Door	Request to Exit Motion	Planned
	 Cabling Controlled Door	Cable	Planned
	 Preprogramming Controlled Door	Video Surveillance Task	Planned
	 Mortise Heavy Strike 3	Mortise Lockset	Planned
3	 Controlled Door D031 5	Single Door	Planned
	 Mullion Reader/Keypad Controlled Door	Card Reader	Planned
	 Door Position Contact Controlled Door	Door Contact	Planned
	 Request to Exit Motion Controlled Door	Request to Exit Motion	Planned
	 Cabling Controlled Door	Cable	Planned
	 Preprogramming Controlled Door	Video Surveillance Task	Planned
	 Mortise Heavy Strike 3	Mortise Lockset	Planned
4	 Door Control Panel Type 8 (INSTALL LOCATION TBD) 9	Panel	Planned
	 Security Control Software	General Access Control	Planned
	 Security Control Software	General Access Control	Planned
	 Security Control Software	General Access Control	Planned
	 Security Control Software	General Access Control	Planned
	 Power Supply	Power Supply	Planned
	 Controlled Door Software License	General Access Control	Planned
	 Controller A	Controller	Planned
	 Controller B	Controller	Planned
	 Battery A	Power Supply	Planned
	 Battery B	Power Supply	Planned
	 Peregrine Function Hardware Point	General Access Control	Planned
	 Programming Control Panel	Access Control Task	Planned

M2 Automation Installation Standards

WHAT TO EXPECT

Enclosures

All wiring for access control, jail control, or other types of enclosures housing M2 equipment will be installed in EMT. The wire will not be exposed for any part of the wire path.

All termination points will be labeled with a printed label. The label may be either on the wire or on the inside of the door of the enclosure. If a numerical value is labeled on the wire, then the number will correspond to the documentation of the site and the printed documentation will be left in the enclosure.

Data Racks

All wiring will be neatly managed with Velcro. Plastic cable ties are not to be used in any visible parts of the wire path for data cabling. Cables behind a patch panel will be labeled with a numerical value that corresponds to the site documentation. Cables that are terminated directly at the network switch will be labeled with a printed label indicating the device that they connect to.

Patch panels should be used on a case-by-case basis, considering the potential scalability of the site. All patch panel ports will be documented, and the printed documentation will be left with the equipment.

Patch cables will be labeled at both ends with a printed label indicating the device that it connects.

Wire Path

All wire will be run in accordance with the NEC. There will be no visible wire outside the data closet. Any wire that cannot be ran within a wall or a ceiling will be ran inside of EMT for aesthetics and security. Wire ran in attics or ceilings will be supported and neat.

If EMT is to be used in a sensitive area such as a detention cell or other area where detainees may be able to access it, the EMT will be ran in such a way as to make it as difficult as possible to tamper with and it will be supported with security screws placed approximately every two feet.

End Devices

EMT may be used to run wire to end devices such as cameras, access-controlled doors or other M2 devices. Wiring will not be exposed except for some data antennas where the design does not allow for the concealment of the wire at the end of the run.

Flexible conduit will only be used when necessary to facilitate the installation of equipment in challenging environments and only for as short a distance as possible.

Any additional labor such as painting EMT, installing a client-requested specialized wire run or any other types of work not explicitly stated in the above standard, or the signed scope of work will be billed at M2 hourly rates as well as any

Meeting Date: August 12, 2026
Meeting Time: 11:00 am

Bingham County
Prior Approval For Purchase
(Please provide documentation)

Idaho Code §67-28 PURCHASING BY POLITICAL SUBDIVISIONS

Date: 08/06/26

Department: IT Department

Submitted By: Matthew Galloway

To be purchased: New Server

Justification: More compute cores

Estimated Cost: \$49,155.74

Fund(s) to be paid from: 1-14-0804-0000

☐ Approved

☐ Denied

Approved/Denied By:

Whitney Manwaring, Chairman Date

Drew Jensen, Commissioner Date

Eric Jackson, Commissioner Date



Your quote is ready for purchase.

Complete the purchase of your personalized quote through our secure online checkout before the quote expires on **Sep. 05, 2026**.

You can download a copy of this quote during checkout.

[Place your order](#)

Quote Name: R770
Quote No. 3000205534742.1
Total \$49,155.74
Customer # 19251689
Quoted On Aug. 06, 2026
Expires by Sep. 05, 2026
Contract Name Dell NASPO Computer
Equipment PA - Idaho
Contract Code C000001121028
Customer Agreement # 23026 / PADD20245022
Solution ID 21818720.1
Deal ID 31058446

Sales Rep Edgar Diaz De Leon
Phone 1(800) 456-3355, 6180100
Email Edgar.DiazdeLeon@Dell.com
Billing To ACCOUNTS PAYABLE
BINGHAM COUNTY
501 N MAPLE ST
STE 406
BLACKFOOT, ID 83221-1778

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Edgar Diaz De Leon

Shipping Group

Shipping To	Shipping Method
BINGHAM CO IT SCOTT MENSCHING BINGHAM COUNTY 501 N MAPLE ST STE 406 BLACKFOOT, ID 83221-1778 (208) 782-3002	Standard Delivery

Product	Unit Price	Quantity	Subtotal
PowerEdge R770 Smart Selection - [promo_r770_1]	\$49,155.74	1	\$49,155.74

Subtotal:	\$49,155.74
Shipping:	\$0.00
Non-Taxable Amount:	\$49,155.74
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00

Total:	\$49,155.74
--------	-------------

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of AI for your data

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Generative AI success

[Learn More](#)

Shipping Group Details

Shipping To

BINGHAM CO IT SCOTT
MENSCHING
BINGHAM COUNTY
501 N MAPLE ST
STE 406
BLACKFOOT, ID 83221-1778
(208) 782-3002

Shipping Method

Standard Delivery

PowerEdge R770 Smart Selection - [promo_r770_1]

Estimated delivery if purchased today:

Nov. 17, 2026

Contract # C000001121028

Customer Agreement # 23026 / PADD20245022

Unit Price	Quantity	Subtotal
\$49,155.74	1	\$49,155.74

Description	SKU	Unit Price	Quantity	Subtotal
PowerEdge R770 Server	210-BNWX	-	1	-
2.5" Chassis with up to 8 SAS4/SATA Drives, PERC12 (H965i)	321-BLKN	-	1	-
Intel Xeon 6 Performance 6515P 2.3G, 16C/32T, 24GT/s, 72M Cache, Turbo, (150W) DDR5-6400	338-CTBF	-	1	-
Intel Xeon 6 Performance 6515P 2.3G, 16C/32T, 24GT/s, 72M Cache, Turbo, (150W) DDR5-6400	338-CTBF	-	1	-
Additional Processor Selected	379-BDCO	-	1	-
Heatsink for 2 CPU configuration (CPU less than 200W)	412-BCDL	-	1	-
Performance Optimized	370-AAIP	-	1	-
6400MT/s RDIMMs	370-BCCX	-	1	-
RAID 1	780-BCDN	-	1	-
PERC H965i Controller, Front, DCMHS	403-BDMY	-	1	-
Power Saving Dell Active Power Controller	750-AABF	-	1	-
UEFI BIOS Boot Mode with GPT Partition	800-BBDM	-	1	-
PowerEdge 2U High Performance Silver Fan	384-BDQP	-	1	-
Dual,Redundant(1+1) Hot-Plug MHS PowerSupply,1100W MM(100-240Vac)Titanium	450-BDTF	-	1	-
Riser Config 6-1, Rear Half Length, 4x16 FH Slots (Gen5), 1x8/1x16 OCP (Gen5), 2nd OCP x16 (Gen5)	330-BCXY	-	1	-
PowerEdge R770 Motherboard for RTS1.2, ROW GB	329-BMNY	-	1	-
No OCP Blanks or Cables Required	780-BCZQ	-	1	-
No Cables Required	470-AEYU	-	1	-
No Cables Required	470-AEYU	-	1	-
Dell Luggage Tag, R770	350-BCYM	-	1	-
PowerEdge 2U Standard Bezel	350-BDBP	-	1	-
Rear Filler Blank for BOSS/OCP	470-BCHP	-	1	-
No Operating System	611-BBBF	-	1	-
No Media Required	605-BBFN	-	1	-
OpenManage Enterprise Advanced Plus	634-CSGX	-	1	-
Secure Enterprise Key Manager License 3.0	634-CSHS	-	1	-

Secured Component Verification	634-CSHT	-	1	-
iDRAC10, Datacenter 17G	634-CSHV	-	1	-
Dell Connectivity Client - Disabled	379-BFXT	-	1	-
Dell Connectivity Module 17G	634-CZRP	-	1	-
Dell Secure Onboarding Client 17G - Disabled	634-CZWJ	-	1	-
Blank Left Ear Module	350-BCYL	-	1	-
iDRAC Legacy Password for OCP cards	379-BETF	-	1	-
Cable Management Arm, 2U	770-BDRQ	-	1	-
ReadyRails Sliding Rails (B21)	770-BECC	-	1	-
PowerEdge Shipping	340-DNSW	-	1	-
PowerEdge R770 Shipping	340-DSDW	-	1	-
PowerEdge 2U Shipping Material	340-DPDX	-	1	-
PowerEdge CCC, CE Label Marking	389-FHJC	-	1	-
Dell Hardware Limited Warranty Plus Onsite Service	711-7135	-	1	-
ProSupport 7x24 Technical Support and Assistance 7 Years	711-7184	-	1	-
ProSupport Next Business Day Onsite Service After Problem Diagnosis 7 Years	711-7194	-	1	-
Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355	989-3439	-	1	-
On-Site Installation Declined	900-9997	-	1	-
64GB RDIMM, 6400MT/s, Dual Rank	370-BCCZ	-	8	-
480GB SSD SATA Read Intensive 6Gbps 512e 2.5in Hot-plug AG Drive, 1 DWPD	400-AXTV	-	2	-
Power Cord - NEMA 5-15P to C13, 3M, 125V, 15A (North America, Guam, North Marianas, Philippines, Samoa, Vietnam)	450-AALV	-	2	-
Broadcom 57412 Dual Port 10GbE BASE-T Adapter, OCP 3.0 NIC +Sec	540-BFPX	-	1	-
Broadcom 57504 Quad Port 10/25GbE, SFP28, OCP 3.0 NIC	540-BCRX	-	1	-
Broadcom 57414 25GbE SFP28 Dual Port Adapter, PCIe Full Height +Sec	540-BFXP	-	1	-
		Subtotal:		\$49,155.74
		Shipping:		\$0.00
		Estimated Tax:		\$0.00
		Total:		\$49,155.74

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for Fourteen days from the date of this Quote. All products, pricing, and other information are based on the latest information available and are subject to change for any reason, including but not limited to tariffs imposed by government authorities, shortages in materials or resources, increase in the cost of manufacturing or other factors beyond Supplier's reasonable control. If such changes occur, pricing may be adjusted or purchase orders may be cancelled by Supplier, even after an order has been placed. Supplier also reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors and/or customer changes to Supplier's planned delivery date. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

Meeting Date: August 12, 2026
Meeting Time: 11:00 am



REQUEST FOR MEETING WITH BINGHAM COUNTY COMMISSIONERS FORM

The Board of County Commissioner's hold meetings various days throughout the week, which are coordinated with the Commission Clerk. Per Idaho Code §74-204(1), the Board cannot hold a meeting without less than 48 hours' notice and posting on the Commission Agenda. Any person(s) needing special accommodations should contact the Lindsey Gluch, Commission Clerk, at (208)785-3013.

Name: **Matthew Galloway**

Email: **mgalloway@binghamid.gov**

Phone Number: 208-782-3061

Address: 501 N Maple St, Blackfoot 83221

1. What is the topic of discussion that you wish the Board to have?

Aberdeen Contract Approval – Executive Session

2. Approximately how much time will you need for this agenda item?

30 min

3. Will you be requesting that the Board make a decision?

Yes

4. Please cite what authority under either Idaho Code or Bingham County Code the meeting is being requested.

5. Have all supporting documents been included with this form? If not, please note that your meeting may not be scheduled until all necessary documentation has been provided to the Commission Clerk.

Yes

6. Please provide the name and contact information of the individuals that you would like to be invited to the meeting. (Include name, telephone number and email address if known)

Please hand deliver or email this completed form, along with all supporting documents to Lindsey Gluch at Lgluch@binghamid.gov, at least 24 hours prior to your scheduled meeting time.

INFORMATION TECHNOLOGY SERVICES AGREEMENT

Bingham County and City of Aberdeen

Fiscal Year 2027

Effective Term	October 1, 2026 through September 30, 2027
Annual Fee	\$32,157.00
Named Users Included	Six (6)
Routine Support Hours	Monday-Friday, 8:00 a.m. to 5:00 p.m., excluding paid County holidays

RECITALS

This Information Technology Services Agreement ("Agreement") is entered into by and between Bingham County, a political subdivision of the State of Idaho, through its Information Technology Department ("County"), and the City of Aberdeen, a municipal corporation of the State of Idaho ("City").

The County and the City may be referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, the City desires to receive information technology services, support, and related technology administration from the County; and

WHEREAS, the County is willing to provide such services to the City subject to the terms, limitations, payment obligations, and responsibilities set forth in this Agreement; and

WHEREAS, the Parties desire to clearly define the scope of services, supported users, support request process, payment terms, technology standards, equipment responsibilities, records responsibilities, cybersecurity expectations, termination procedures, and dispute resolution procedures applicable to County-provided IT services.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

1. TERM; RENEWAL; TERMINATION; TRANSITION OF SERVICES

This Agreement shall be effective from October 1, 2025, through September 30, 2026.

This Agreement shall not automatically renew. Any renewal, extension, or replacement agreement shall be made in writing and approved by the Parties before the beginning of the applicable fiscal year.

Either Party may elect not to renew or may terminate services at the end of the current fiscal year by providing written notice to the other Party at least ninety (90) days before the end of the current fiscal year.

During the ninety (90) days following notice of termination or non-renewal, the County and City shall make reasonable efforts to transition City systems, accounts, records, and services in an orderly manner, subject to cybersecurity, licensing, records, staffing, vendor availability, and operational requirements.

Transition services may include, as applicable and reasonably available:

- a. Export of City email accounts or mailboxes;
- b. Transfer or export of City files from County datastores;
- c. Copies of City-related backups, if any exist and are reasonably exportable;
- d. Transfer of DNS records, domain assets, or related administrative control, if applicable;
- e. Coordination for transfer of City phone numbers to a new vendor or service provider;
- f. Reasonable cooperation with City-designated vendors for service handoff;
- g. Removal of County licensing, County accounts, County security tools, and County-managed configurations from retained City computer hardware; and
- h. Other reasonable transition assistance necessary to separate City operations from County-managed IT systems.

The County is not required to provide transition services that would compromise County systems, violate licensing terms, create cybersecurity risk, require unsupported technical processes, interfere with County operations, or overextend County resources, as determined by the County.

Upon termination or non-renewal, the City may retain desktop and laptop computer hardware assigned to the City only after the hardware has been wiped, reset, or otherwise cleared by County IT to remove County licensing, County accounts, County data, County security tools, and County-managed configurations.

Any transfer of County-owned assets to the City shall require approval by the Bingham County Board of County Commissioners and shall be subject to applicable law, County policy, and any required property transfer or surplus procedures.

Retention or transfer of hardware by the City shall not include County-owned or County-managed network equipment, phones, phone system equipment, servers, wireless equipment, firewalls, switches, routers, cybersecurity appliances, backup systems, or other equipment provided by the County as part of its routine IT service infrastructure, unless separately approved in writing by the County and, where required, approved by the Bingham County Board of County Commissioners.

The County may disable accounts, remove licensing, disconnect systems, recover County equipment, and take other reasonable steps necessary to protect County systems, licensing, data, and cybersecurity upon termination or non-renewal.

2. PURPOSE

The purpose of this Agreement is to define the information technology services provided by the County to the City, including the scope of services, service limitations, supported users, support request procedures, technology standards, payment obligations, equipment ownership, cybersecurity expectations, records responsibilities, termination procedures, and dispute resolution process.

This Agreement is intended to provide operational clarity and to reduce misunderstandings regarding what services are included, what services require separate approval or payment, and how disputes or service concerns will be addressed.

3. SCOPE OF SERVICES

The County agrees to provide reasonable information technology services to support City operations, subject to the terms and limitations of this Agreement.

Services may include management, administration, monitoring, troubleshooting, and support of County-approved and County-managed computer resources used by the City, including but not limited to:

- a. Desktop and laptop computers;
- b. Standard computer hardware;
- c. Standard office productivity software;
- d. County-managed user accounts and logins;
- e. Email services;
- f. Computer networks;
- g. Wireless local area network services, where applicable;
- h. Servers, virtual machines, and related infrastructure, where applicable;
- i. Electronic file storage and data storage systems;
- j. Internet access and related connectivity;
- k. Voicemail, phone, or phone-related systems, where supported by County IT;

l. Printers and print servers, subject to the limitations of this Agreement;

m. Cybersecurity tools and controls used by the County;

n. Backup services for County-managed systems;

o. Email security, filtering, and related protections; and

p. Monitoring and maintenance of County-managed computer resources.

The County shall use reasonable professional care in providing IT support services. However, the County does not guarantee uninterrupted service, immediate response, resolution of all issues, or compatibility with every technology system, vendor product, or City-requested solution.

4. SUPPORTED USERS; NAMED USER DEFINITION; TEMPORARY USERS

For purposes of this Agreement, a "Named User" means any unique login, account, mailbox, credential, or identity created, maintained, enabled, or supported within any County-managed system for use by the City, whether assigned to an individual person, elected official, employee, contractor, department, shared mailbox, service account, group account, or other City-authorized purpose.

A Named User shall be counted regardless of whether the account requires a separate software license, subscription, mailbox license, application license, or other paid entitlement.

The annual fee for Fiscal Year 2026 includes six (6) Named Users.

The number of Named Users, supported workstations, and included services shall be defined during annual contract negotiations and shall be reflected in this Agreement or an attached exhibit. Changes in Named Users, supported services, or service scope shall not be made mid-contract except as expressly provided in this Agreement or unless the Parties enter into a written amendment.

The annual service fee includes County-provided software licensing and routine IT services for the agreed number of Named Users and the same number of workstations, subject to the baseline equipment allotment described in this Agreement.

The Parties acknowledge that, during the City's initial onboarding, the City had six (6) desktop computers and one (1) laptop computer. The City's supported workstation allotment shall not be reduced below that baseline during the term of this Agreement unless otherwise agreed in writing.

Temporary additional Named Users may be accommodated without a contract amendment when necessary for limited onboarding, transition, or training purposes, such as creating an account for a new employee before a departing employee's account is removed. Temporary additional Named Users are allowed only if all of the following conditions are met:

- a.** The temporary user can be accommodated within the County's then-current licensing capacity;
- b.** The temporary user can be accommodated without overextending County resources, as determined by the County;
- c.** The temporary user is associated with a transition involving one existing Named User position;
- d.** Only one temporary user instance is allowed per affected Named User position; and
- e.** The temporary user does not remain active for more than ninety (90) consecutive days.

Any additional Named User, service, license, device, or support obligation that does not meet the temporary user requirements above shall be addressed during the next annual contract negotiation or by written amendment approved by the Parties.

The County may disable, remove, or restrict any Named User account that is no longer authorized, creates a security risk, violates County policy, or is not being used for legitimate City business.

5. IT SUPPORT REQUESTS; TICKETING; AFTER-HOURS EMERGENCY SUPPORT

The City shall submit routine IT support requests through one of the following approved methods:

- a. Emailing the Bingham County IT Department at it@binghamid.gov;
- b. Calling the main Bingham County IT Department line at 208-782-3000; or
- c. Electronically submitting a support ticket through any ticketing system currently deployed or designated by the County IT Department.

County IT may require support requests to be documented in the County's ticketing system for tracking, prioritization, accountability, and recordkeeping.

City users should not bypass the approved support process by contacting individual IT employees directly for routine support unless specifically instructed to do so by County IT.

Routine IT support shall generally be provided during normal County business hours. For purposes of this Agreement, normal County business hours are Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding paid County holidays, County closures, and periods of limited staffing.

After-hours IT support is limited to emergencies only. For purposes of this Agreement, an emergency means a significant technology issue that materially affects public safety, essential City operations, cybersecurity, or the availability of critical County-managed systems used by the City.

After-hours emergency support shall be initiated by calling Bingham County 911 Dispatch at (208) 785-1234 and advising Dispatch of the issue. Dispatch will then initiate the established after-hours emergency pageout process for on-call County IT staff.

County IT shall determine whether an after-hours issue qualifies as an emergency and what response is appropriate based on the nature of the issue, operational impact, cybersecurity risk, available resources, and County procedures.

Non-emergency issues reported after hours may be deferred until the next normal business day.

6. SERVICE PRIORITY

The County shall prioritize IT support requests based on severity, operational impact, cybersecurity risk, public safety impact, available resources, and County IT workload.

The County may classify support requests generally as follows:

Priority 1 - Critical / Emergency: A major outage, cybersecurity incident, public safety impact, or loss of a critical County-managed system used by the City.

Priority 2 - Significant Business Impact: An issue that materially affects City operations but does not constitute a full outage or emergency.

Priority 3 - Routine Support: General troubleshooting, account assistance, software issues, printer issues, workstation support, or other standard IT support requests.

Priority 4 - Planned or Low-Priority Work: New equipment setup, consultation, documentation, non-urgent changes, software review, or enhancement requests.

The County's response and resolution efforts are subject to staffing, workload, vendor availability, third-party outages, supply chain delays, and the nature of the issue. Any response targets or resolution expectations are estimates only unless expressly stated in writing.

7. ANNUAL FEE; INCLUDED SERVICES; ADDITIONAL COSTS

For services provided under this Agreement, the City shall pay the County the annual amount of Thirty-Two Thousand One Hundred Fifty-Seven Dollars (\$32,157.00).

The annual payment shall be due within ninety (90) days of invoice unless otherwise agreed in writing by the Parties.

The annual fee includes County-provided software licensing and routine IT services for six (6) Named Users and the same number of supported workstations, subject to the City's baseline equipment allotment of six (6) desktop computers and one (1) laptop computer.

The annual fee also includes routine services that the County provides to its own departments as a matter of standard IT operations, to the extent such services are applicable to the City and are approved, managed, and provided through County IT. These routine services may include, without limitation:

- a. Standard County-provided software licensing for Named Users;
- b. Standard workstation support;
- c. County-managed virtual machines or server resources, where applicable;
- d. Network administration and support;
- e. Routine IT support hours during normal County business hours;
- f. Internet connectivity provided through County-managed systems;
- g. Phone system services provided through County-managed systems;
- h. Endpoint protection, antivirus, EDR, or similar security services;
- i. Backup services for County-managed systems;
- j. Email security and related filtering services; and
- k. Other routine County IT services provided as part of County-managed technology operations.

The annual fee does not include costs for services, systems, devices, equipment, projects, or support obligations excluded under this Agreement or not approved by County IT.

Changes in Named Users, supported devices, supported services, or service scope shall be addressed during annual contract negotiations and shall not be added mid-contract except as expressly allowed for temporary additional Named Users or by written amendment approved by the Parties.

8. SERVICES NOT INCLUDED UNLESS SEPARATELY APPROVED

The following services, systems, equipment, and support obligations are not included in the annual fee unless separately reviewed and approved in writing by the County IT Director and, when applicable, separately funded by the City:

- a. Security camera systems;
- b. Door access control systems;
- c. Alarm systems;

- d. Copier contracts, copier leases, copier maintenance, and copier vendor support;
- e. Website design, website hosting, website content management, or public communications platforms;
- f. Council chamber audio/visual systems, livestreaming systems, recording systems, or meeting broadcast systems;
- g. Network cabling, construction-related technology work, office remodels, facility buildouts, or office moves;
- h. Major technology projects or new system implementations;
- i. Personal devices or personally owned equipment;
- j. Unsupported, obsolete, end-of-life, unlicensed, or unapproved software or hardware;
- k. Software, hardware, systems, or services purchased without prior County IT approval;
- l. Specialized City systems not routinely supported by County IT;
- m. Custom software development;
- n. Data recovery from unsupported, unapproved, damaged, encrypted, or failed systems where normal County-managed backups are unavailable;
- o. Vendor contract management for City-specific third-party systems; and
- p. Any service, system, or equipment that County IT determines would create cybersecurity risk, compatibility issues, licensing concerns, or overextend County resources, as determined by the County.

The County may decline to connect, support, administer, troubleshoot, or maintain any excluded item unless the Parties agree in writing to the scope, cost, responsibilities, and support expectations for that item.

9. PURCHASING AND TECHNOLOGY STANDARDS

The Parties agree that the purchasing of computer resources shall be coordinated with the County IT Department to ensure that applications, hardware, software, systems, and services conform to County standards, meet cybersecurity requirements, are compatible with County-managed infrastructure, and are purchased at the best practical price in compliance with applicable procurement laws.

The City shall not purchase, install, connect, or use any computer hardware, software, cloud service, network equipment, electronic service, or technology system intended to connect to County-managed systems without prior review and approval by County IT.

The County may refuse to install, connect, manage, or support any system, device, software, or service that does not comply with County standards, creates cybersecurity risk, violates licensing requirements, is unsupported by the manufacturer or vendor, or is incompatible with County-managed systems.

10. UNAPPROVED EQUIPMENT, SOFTWARE, HARDWARE, OR SERVICES

Unapproved computer resources, including equipment, software, hardware, cloud services, remote access tools, network devices, or other technology systems, shall not be plugged into, installed on, connected to, or used in conjunction with computer resources managed by the County on behalf of the City without specific prior approval of the County IT Department.

The County may remove, disable, disconnect, block, or refuse to support unapproved equipment, software, hardware, services, or systems where necessary to protect County-managed resources, maintain cybersecurity, preserve system integrity, or comply with applicable law or policy.

11. EXCLUSIVITY OF IT SUPPORT

The Parties agree that the County shall be the sole provider of IT support services for County-managed systems used by the City, unless the Parties mutually agree in writing to waive such exclusivity.

The City shall not engage third-party IT providers, vendors, consultants, contractors, or other persons to modify, administer, connect to, or manage County-controlled systems without prior written approval from the County IT Department.

This provision does not prohibit the City from maintaining vendor relationships for City-specific systems, provided such systems are disclosed to and approved by County IT before being connected to County-managed infrastructure.

12. HARDWARE AND EQUIPMENT

The County may maintain a budget or replacement plan for certain computer hardware used by City staff in carrying out assigned duties, subject to available funding, County IT standards, equipment condition, cybersecurity risk, operational need, and approved replacement cycles.

Standard equipment may include a desktop or laptop computer, monitor, keyboard, mouse, and other standard equipment as determined by County IT.

The Parties acknowledge that the City's baseline workstation allotment is six (6) desktop computers and one (1) laptop computer. The County shall not reduce the City's supported workstation allotment below that baseline during the term of this Agreement unless otherwise agreed in writing.

Variations from standard hardware require prior approval of the County IT Director.

All hardware devices acquired for or on behalf of the City by the County shall become and remain property of Bingham County unless otherwise agreed in writing and approved as required by County policy and applicable law.

The City shall be responsible for the cost of additional equipment, specialized equipment, replacement equipment outside the County's standard replacement cycle, equipment damaged through misuse, and equipment required due to expansion of City operations unless otherwise approved in writing by the County.

13. PRINTERS AND PRINTING SUPPLIES

The City shall be responsible for the purchase, lease, repair, replacement, toner, ink, paper, maintenance kits, and other consumables associated with City printers and copiers.

The County may manage or assist with printer configuration, print server settings, or network printing for County-approved printers.

The County is not responsible for copier leases, printer vendor contracts, printer hardware warranties, toner supply, maintenance agreements, or repair costs unless separately agreed in writing.

14. SOFTWARE, LICENSING, AND SUBSCRIPTIONS

The annual fee includes standard County-provided software licensing, subscriptions, and related services assigned to the agreed number of Named Users and supported workstations, including standard County-provided licensing for routine services such as Microsoft 365, endpoint protection, antivirus, EDR, backup services, email security, and phone services where such services are provided through County-managed systems.

The City shall be responsible for the cost of City-specific software, software licenses, subscriptions, renewals, support agreements, maintenance agreements, vendor support, cloud services, and related fees that are not part of County-provided standard services unless expressly included in this Agreement or approved in writing by the County.

The County may require removal, replacement, or disabling of software that is unlicensed, unsupported, insecure, incompatible, obsolete, unnecessary, or not approved by County IT.

The City shall not install or use software in violation of license terms, copyright law, cybersecurity standards, County IT policy, or applicable law.

15. CYBERSECURITY

The City agrees to comply with County cybersecurity standards, procedures, and requirements applicable to County-managed systems.

The County may require reasonable cybersecurity controls, including but not limited to:

- a. Multi-factor authentication;
- b. Strong password or authentication requirements;
- c. Endpoint protection;
- d. Security updates and patches;
- e. Device encryption;
- f. Email filtering and phishing protection;
- g. User access controls;
- h. Restrictions on local administrator rights;
- i. Remote access controls;
- j. Security awareness training; and
- k. Restrictions on unsupported or unauthorized software.

The City shall promptly report suspected cybersecurity incidents to County IT, including phishing, malware, ransomware, unauthorized access, lost or stolen devices, suspicious account activity, accidental disclosure of data, or any other event that may affect the confidentiality, integrity, or availability of County-managed or City systems.

The County may temporarily disable accounts, disconnect devices, restrict access, block software, or take other reasonable action necessary to protect County-managed systems, City data, County data, public infrastructure, or cybersecurity operations.

16. ACCEPTABLE USE

City users shall use County-managed computer resources only for lawful and authorized City business purposes.

Computer resources shall not be used:

- a. For unlawful purposes;
- b. For personal use that results in a direct cost to the County or City;

- c. To access, download, create, store, transmit, or distribute obscene, lewd, sexually explicit, harassing, discriminatory, or hostile material;
- d. To discriminate against or harass any person based on race, religion, gender, age, disability, or any other protected class;
- e. To promote or advocate personal commercial interests;
- f. To knowingly violate copyright, licensing, or intellectual property laws;
- g. To install or play unauthorized games;
- h. To install unauthorized software, tools, applications, or remote access services;
- i. To bypass or interfere with cybersecurity controls;
- j. To access systems, files, accounts, or data without authorization;
- k. To knowingly introduce malware, spyware, ransomware, or other harmful technology; or
- l. To knowingly perpetrate or facilitate a violation of law.

The County may restrict, suspend, or terminate access to County-managed systems where misuse, unauthorized access, cybersecurity risk, or violation of this Agreement is suspected.

17. CITY RESPONSIBILITIES

The City agrees to:

- a. Use County-managed IT resources only for authorized City business;
- b. Notify County IT promptly of employee onboarding, separations, role changes, and access changes;
- c. Submit IT requests through the approved support process;
- d. Obtain County IT approval before purchasing, installing, connecting, or using hardware, software, cloud services, network equipment, or technology systems;
- e. Maintain physical security of City facilities and equipment;
- f. Report suspected cybersecurity incidents immediately;
- g. Ensure City users comply with applicable County IT policies and cybersecurity requirements;
- h. Provide reasonable access to City facilities, equipment, users, and vendors when needed for IT support;
- i. Pay for City-specific equipment, software, licensing, subscriptions, vendor services, cabling, repairs, replacement costs, and other costs not expressly included in this Agreement; and
- j. Maintain responsibility for City records, City business decisions, City vendors, and City compliance obligations.

18. COUNTY RESPONSIBILITIES

The County agrees to:

- a. Provide the IT services described in this Agreement using reasonable professional care;
- b. Maintain County-managed systems according to County IT standards;
- c. Apply reasonable cybersecurity controls to County-managed systems;

- d. Assist with troubleshooting and support for approved City users and devices;
- e. Consult with the City regarding technology standards, replacement needs, and security concerns; and
- f. Notify the City of significant known IT risks, service interruptions, or required remediation affecting City operations when practical.

The County shall retain authority to establish and enforce technical standards necessary to protect County-managed infrastructure, maintain cybersecurity, ensure compatibility, comply with licensing requirements, and efficiently manage IT services.

19. RECORDS AND DATA

Records contained in computer resources used by the City for City operations pursuant to this Agreement belong to the City.

The City is responsible for complying with any public records request, subpoena, litigation hold, discovery request, retention requirement, or other legal obligation concerning City records.

The County may provide reasonable technical assistance in locating, exporting, or preserving City records from County-managed systems when practical. However, the City remains responsible for determining legal responsiveness, exemptions, retention requirements, classification, and production obligations.

The County shall not be responsible for the content, accuracy, classification, retention schedule, legal sufficiency, or production of City records.

20. BACKUPS AND DATA RECOVERY

The County may provide backup services for County-managed systems according to County IT standards.

Backups are intended for disaster recovery and operational continuity. Backups are not a substitute for the City's records retention obligations.

The County does not guarantee that all files, emails, databases, systems, or records can be restored in every circumstance, including where data loss results from user action, malware, ransomware, hardware failure, software corruption, vendor failure, unsupported systems, unapproved systems, or events outside the County's reasonable control.

21. THIRD-PARTY VENDORS

The City may use third-party vendors for City-specific software, equipment, cloud services, phones, copiers, security systems, utility systems, financial systems, or other services.

The County may coordinate with third-party vendors when reasonably necessary for County-managed systems. However, the County is not responsible for vendor performance, vendor outages, vendor pricing, vendor contract terms, vendor licensing, vendor support obligations, or vendor-caused delays.

The City shall ensure that third-party vendor contracts, integrations, remote access, and support arrangements are reviewed by County IT before implementation when such systems connect to or interact with County-managed infrastructure.

22. NONPAYMENT

If the City fails to pay amounts due under this Agreement, the County shall provide written notice of nonpayment.

If payment is not received within thirty (30) days after written notice, the County may suspend non-critical services, decline new work, or terminate this Agreement upon additional written notice, subject to applicable law and any required approval by the governing bodies.

The County may continue providing services necessary to protect cybersecurity, preserve system integrity, or maintain public safety while payment issues are being resolved.

23. RIGHT OF CONTROL

The City agrees that it shall have no right to control or direct the details, manner, means, staffing, scheduling, technical methods, or day-to-day work by which the County accomplishes the services performed under this Agreement.

The County has no obligation to work any particular hours or days except as expressly provided in this Agreement.

The County agrees that its other contracts or services shall not knowingly interfere with the reasonable performance of services rendered under this Agreement.

24. INDEPENDENT CONTRACTOR RELATIONSHIP

The County is an independent contractor and is not an employee, servant, agent, partner, joint venturer, or department of the City.

The County shall determine the manner and means by which it accomplishes the work contemplated by this Agreement.

Nothing in this Agreement shall be construed to create an employment relationship between the City and any County officer, employee, agent, or representative.

25. TAXES AND BENEFITS

Neither federal, state, nor local income taxes, nor payroll taxes of any kind, shall be withheld or paid by the City on behalf of the County or any County officer, employee, or agent.

The County shall not be treated as an employee of the City for federal or state tax purposes.

Because the County is an independent entity, the County is not eligible for and shall not participate in any employee pension, health, workers' compensation, unemployment, or other fringe benefit plans of the City.

26. WORKERS' COMPENSATION

The County shall maintain workers' compensation coverage as required by law for County employees, agents, and staff who may perform services under this Agreement.

27. SERVICE LIMITATIONS; NO WARRANTY

The City acknowledges that County IT also supports County departments and other obligations. Services under this Agreement are subject to County IT staffing, workload, funding, emergency priorities, vendor availability, and operational requirements.

The County shall use reasonable professional care in providing services. However, the County does not warrant or guarantee that:

- a. All technology issues will be resolved;
- b. Systems will be continuously available;
- c. All cyber incidents can be prevented;
- d. All data can be recovered;
- e. Third-party systems or vendors will perform properly; or
- f. All requested technology solutions will be approved, supported, or implemented.

The County is not liable for delays, outages, data loss, vendor failures, cyberattacks, software defects, hardware failures, internet outages, utility failures, force majeure events, or other conditions outside the County's reasonable control, except to the extent otherwise required by law.

28. DISPUTE RESOLUTION

The Parties agree to make good faith efforts to resolve disputes promptly and professionally.

Before either Party pursues formal remedies, the following process shall apply:

Step 1 - Operational Review: The City representative and the County IT Director shall meet or confer to discuss the issue, clarify expectations, review documentation, and attempt to resolve the matter.

Step 2 - Administrative Review: If the issue is not resolved through operational review, the matter shall be elevated to the City Mayor or designee and the Bingham County Commission Chair or designee.

Step 3 - Written Position Statements: Either Party may request that each Party provide a written statement identifying the dispute, relevant facts, requested resolution, and supporting documentation.

Step 4 - Mediation: If the dispute remains unresolved, the Parties may mutually agree to non-binding mediation before pursuing litigation or other formal remedies.

Unless terminated or legally prohibited, both Parties shall continue performing their undisputed obligations during the dispute resolution process.

Disputes involving urgent cybersecurity risks, unauthorized access, misuse of systems, nonpayment, or threats to system integrity may be addressed immediately by the County without completing all steps above.

29. SUSPENSION OR RESTRICTION OF SERVICES

The County may suspend or restrict services, accounts, devices, software, or network access if the County reasonably determines that continued access may create cybersecurity risk, violate law, violate policy, interfere with County systems, jeopardize County or City data, or compromise public infrastructure.

When practical, the County shall notify the City of the reason for suspension or restriction and the steps required to restore service.

30. INDEMNIFICATION AND LIABILITY

Each Party shall be responsible for its own acts, omissions, officers, employees, agents, contractors, vendors, records, decisions, and legal obligations to the extent provided by Idaho law.

The County, including its officers, agents, and employees, shall not be deemed to assume liability for intentional or negligent acts of the City or any City officer, employee, agent, contractor, vendor, or user.

The City, including its officers, agents, and employees, shall not be deemed to assume liability for intentional or negligent acts of the County or any County officer, employee, agent, contractor, vendor, or user.

No provision of this Agreement shall be construed as a waiver of any defense, immunity, limitation of liability, or protection available under Idaho law.

31. NONWAIVER

Failure of either Party to exercise any right under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.

32. CHOICE OF LAW AND VENUE

Any dispute under this Agreement, or related to this Agreement, shall be decided in accordance with the laws of the State of Idaho.

Venue for any legal action arising out of this Agreement shall be in a court of competent jurisdiction in the State of Idaho unless otherwise required by law.

33. SEVERABILITY

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

34. AMENDMENT

This Agreement may be modified or amended only in writing signed by the Parties.

Changes in supported users, supported devices, services, annual fees, service expectations, major technology responsibilities, or other material terms should be documented by written amendment, invoice, written approval, or other written record approved by the Parties as appropriate.

35. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties regarding County-provided IT services to the City and supersedes prior agreements, understandings, or representations regarding the same subject matter.

EXHIBIT A - SUPPORTED USERS, DEVICES, AND INCLUDED SERVICES

This Exhibit A identifies the baseline supported users, devices, and routine services included in the annual fee for Fiscal Year 2026.

A.1 Named Users

The annual fee includes County-provided licensing and routine IT support for six (6) Named Users. For purposes of this Exhibit, a Named User has the meaning assigned in Section 4 of the Agreement.

A.2 Supported Workstations

The annual fee includes support for the same number of workstations as Named Users, subject to the City's baseline workstation allotment.

The Parties acknowledge that the City's initial onboarding equipment baseline consisted of:

- a. Six (6) desktop computers; and
- b. One (1) laptop computer.

The City's supported workstation allotment shall not be reduced below this baseline during the term of the Agreement unless otherwise agreed in writing.

A.3 Included Routine Services

The following routine County IT services are included when applicable to the City and when approved, managed, and provided through County IT:

- a. Standard County-provided software licensing for Named Users;
- b. Standard workstation support;
- c. County-managed virtual machines or server resources, where applicable;
- d. Network administration and support;
- e. Routine IT support during normal County business hours;
- f. Internet connectivity provided through County-managed systems;
- g. Phone system services provided through County-managed systems;
- h. Endpoint protection, antivirus, EDR, or similar security services;
- i. Backup services for County-managed systems;
- j. Email security and related filtering services;
- k. County-managed account administration;
- l. County-managed cybersecurity controls; and
- m. Other routine County IT services provided as part of County-managed technology operations.

A.4 Systems or Services Requiring Separate Approval

Any service, system, user, device, project, license, software, vendor integration, or support obligation not included in this Exhibit or otherwise included in the Agreement requires County IT review and approval before implementation.

A.5 Asset Transfer Upon Termination

Any transfer of County-owned desktop or laptop hardware to the City upon termination or non-renewal shall require approval by the Bingham County Board of County Commissioners and shall be subject to applicable law, County policy, and any required property transfer or surplus procedures.

No network equipment, phones, phone system equipment, servers, wireless equipment, firewalls, switches, routers, cybersecurity appliances, backup systems, or other County service infrastructure shall transfer to the City unless separately approved in writing by the County and, where required, approved by the Bingham County Board of County Commissioners.

EXHIBIT B - EXCLUDED SERVICES AND ADDITIONAL CHARGES

The annual fee does not include services, systems, equipment, projects, or support obligations excluded under the Agreement.

Excluded services may be declined by the County or may be separately approved in writing by the County IT Director. If approved, excluded services may require additional payment, pass-through costs, vendor costs, licensing costs, hardware costs, project costs, or written amendment.

Excluded services include, but are not limited to:

- a. Security camera systems;
- b. Door access control systems;
- c. Alarm systems;
- d. Copier contracts, copier leases, copier maintenance, and copier vendor support;
- e. Website design, website hosting, website content management, or public communications platforms;
- f. Council chamber audio/visual systems, livestreaming systems, recording systems, or meeting broadcast systems;
- g. Network cabling, construction-related technology work, office remodels, facility buildouts, or office moves;
- h. Major technology projects or new system implementations;
- i. Personal devices or personally owned equipment;
- j. Unsupported, obsolete, end-of-life, unlicensed, or unapproved software or hardware;
- k. Software, hardware, systems, or services purchased without prior County IT approval;
- l. Specialized City systems not routinely supported by County IT;
- m. Custom software development;
- n. Data recovery from unsupported, unapproved, damaged, encrypted, or failed systems where normal County-managed backups are unavailable;
- o. Vendor contract management for City-specific third-party systems; and
- p. Any service, system, or equipment that County IT determines would create cybersecurity risk, compatibility issues, licensing concerns, or overextend County resources, as determined by the County.

The County may require any approved excluded service to be documented by written approval, invoice, scope of work, project agreement, amendment, or other written record before work begins.

SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement through their duly authorized representatives.

BINGHAM COUNTY	CITY OF ABERDEEN
By: _____ Chairman, Bingham County Board of Commissioners Date: _____	By: _____ Mayor, City of Aberdeen Date: _____
By: _____ Commissioner Date: _____	ATTEST:
By: _____ Commissioner Date: _____	By: _____ City Clerk Date: _____
ATTEST:	
By: _____ Bingham County Clerk Date: _____	