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Commissioners' Agenda

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

Times subject to change within 15 minutes of stated time.

Thursday, February 27, 2025

9:00 AM Work Session and Claims Meeting (action items)

Agenda:

- Evie McCurry, Adult Probation, requesting leave without pay for an employee with possible Executive Session under Idaho Code §74-206(1)(a)&(b) regarding personnel with potential action following adjournment of Executive Session (requested 5 minutes) (action item)
- Discussion about Salary Rate Approval Forms with possible Executive Session under Idaho Code §74-206(1)(a)&(b) regarding personnel with potential action following adjournment of Executive Session (requested 10 minutes) (action item)
- **(AMENDED to include)** Jonathan Radford, Prosecutor, seeking a follow up discussion pertaining to Idaho Power's property judgment and recommendation on moving forward with possible Executive Session under Idaho Code §74-206(1)(f) to communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated. The mere presence of legal counsel at an executive session does not satisfy this requirement with potential action following adjournment of Executive Session (requested 10 minutes) (action item)
- Tom and Jean Bradley, regarding a fee waiver for a permit for a 40 ft. container that is on his property (requested 10 minutes) (action item)
- Stewart Ward, Dioptra, seeking to discuss potential surveying of RPRICPI000302 (requested 10 minutes) (action item)
- Scott Crowther, Business Manager and Events Director, regarding approval of and signature on (1) contract for Family Fun Day with Idaho State Journal; (2) contract with

Portneuf Health Trust for Yoga at the Port, and; (3) contract requesting fee waiver for the BCRA rodeo events this year (requested 15 minutes) (action items)

- Buddy Romriell, Public Works, seeking a signature on an updated Sales Agreement with Kenworth (requested 5 minutes) (action items)
- Matthew K. Phillips, Human Resources and Risk Management, requesting to discuss implementation of free, nurse triage employee injury reporting in conjunction with the State Insurance Fund (requesting 5 to 10 minutes) (action item)
- Lacy Parker, Deputy Trial Court Administrator, requesting to discuss a potential change with AverHealth vacating the Lander Building by March 1, 2025 (requested 5 minutes) (action item)

Consent Agenda:

- Board of Ambulance District: Invoices and Commissioner Report
- Board of Commissioners: Invoices, Commissioners Reports, and Credit Applications
- Salary Rate Approval Forms/Notice of Separation with Potential Executive Session under Idaho Code §74-206(1)(a)&(b) regarding personnel with potential action following adjournment of Executive Session
- Payroll Report
- Alcohol Licenses and Permits
- Certificate of Residency Approval
- Mileage Reimbursement Requests
- Technology Request Form
- Memorandum Authorization for Accounts Payable
- Cardholder User Agreement and Authorization

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



ERNIE MOSER
Commissioner
1st District

JEFF HOUGH
Commissioner
2nd District

KEN BULLOCK
Commissioner
3rd District

Business Meeting Agenda Request Form

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

Requestor Name:

Evie McCurry

Department:

Adult Probation & Pretrial

Requestor Email:

eviem@bannockcounty.gov

Item(s) to be considered:

Requesting Leave Without Pay for department employee. Potential to enter executive session under personnel IC 74-206 (1) (a) and (b).

Date of meeting being requested:

02/27/2025

Time requested:

5 Minutes

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

No

Contract/Agreement Begin Date:

Contract/Agreement End Date:

List of additional attendees:

Evie McCurry, Adult Probation & Pretrial Director, Matthew K. Phillips, HR Director

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Requestor Name:

Jeff Hough

Department:

Commission

Requestor Email:

Commission@bannockcounty.us

Item(s) to be considered:

Discussion about salary rate approval forms with possible Executive Session under Idaho Code 74-206(1)(a)&(b) regarding personnel with potential action following adjournment of Executive Session

Date of meeting being requested: Time requested:

02/25/2025
21
10 Minutes

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

No

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

List of additional attendees:

Kristi Klauser, Matthew Phillips

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ERNIE MOSER JEFF HOUGH KEN BULLOCK
Commissioner Commissioner Commissioner
1st District 2nd District 3rd District



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Requestor Name:

Jonathan Radford

Department:

Prosecutors

Requestor Email:

jonathanr@bannockcounty.gov

Item(s) to be considered:

Follow up discussion pertaining to Idaho Power's property judgment and recommendation on moving forward

Date of meeting being requested: 02/27/2025 Time requested: 10 Minutes

Does the request involve a contract, agreement, external funding, or award acceptance?
No

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

List of additional attendees:
Kristi Klauser, Jason Dixon

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3rd District

CONCERNS/ISSUES REQUEST FORM

Once you have filled out this form, you can email the completed form to commission@bannockcounty.us; fax it to 208-236-7363; or send it by mail to: Bannock County Commissioners, 624 E. Center St., Room 101, Pocatello, ID 83201. Please be sure to include any supporting documents. If you have any questions, feel free to call 208-236-7210.

Name:

Tom Bradley

Phone/Email:

[REDACTED]

Concern/issue/question:

Address 14590 S Jenkins RD Arimo ID 83214

We bought this house in August 18 2023 it already had a 40ft container on the property when we bought the house on Saturday 02/08/2025 we get a letter saying we have two out buildings on our property which is correct one out building we installed last summer with out a building permit which is our fault so we are getting that permit for the carport. sending pictures of listing

Suggested solution?

Sorry about this ran out of room I was unable to attach pictures from listing before we bought the house as you can see it already had a container on the property so going to send the pictures to you on another email once again sorry about this. We are asking if this could be waved please and thank you for your time

Please include any supporting documents with your Concerns/Issues Request Form.

Commission Office Only:

Date: 2/27/25

Department: _____

Invoice #1381
July 19, 2023

BILLING INFO

Invoice From:

Roisum Residential

[REDACTED]

Bill To:

Matt Hansen

[REDACTED]

INVOICE DETAIL

Description:

14590 S Jenkins Rd

Photos	\$125.00
Travel - Arimo	\$50.00

TOTAL DUE: \$0.00

PAYMENT



Payment received 07/19/2023 for \$175.00

Kristi Davenport

From: Jean Bradley [REDACTED]
Sent: Sunday, February 16, 2025 8:18 AM
To: Bradley, Thomas; Kristi Davenport
Cc: Jean Bradley
Subject: 14590 S Jenkins Road | Container
Attachments: Invoice #1381 _ Roisum Residential.pdf; Fwd; Realtor Listing.docx

Good morning Kristi,

Attached please find:

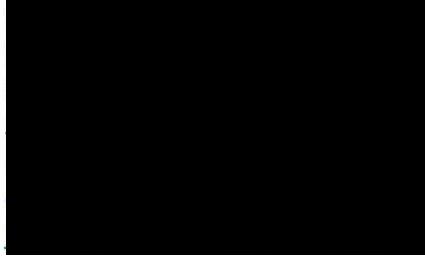
- The email via the listing Agent letter acknowledging the container was on the property prior to our purchase.
- The email via the listing Agent with his photo gallery (link included) for the listing. You should find pictures of the container showing it was on the property prior to our purchasing the home. The listing was originally posted in July of 2023 (pictures are from 07.19.23).
- A document that has the listing on realtor.com the listing, details and pictures.

Note: we are willing to fill and file the necessary paperwork to make the unit legal/permited on the property. We feel the fee for the permit should be waived under the circumstances, since the container has been on the property for close to 4 years.

Please let us know if you have any further questions or document needs.

Appreciate your assistance.

Jean Bradley
VP, Network Payor Development
Heart to Heart Hospice



From: Bradley, Thomas <thomas.bradley@ervincable.com>
Sent: Friday, February 14, 2025 4:00 PM
To: Kristi Davenport <kristid@bannockcounty.gov>; Jean Bradley <jbradley@htohh.com>
Subject: Fwd:

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Mimecast Attachment Protection has deemed this file to be safe, but always exercise caution when opening files.

Good afternoon

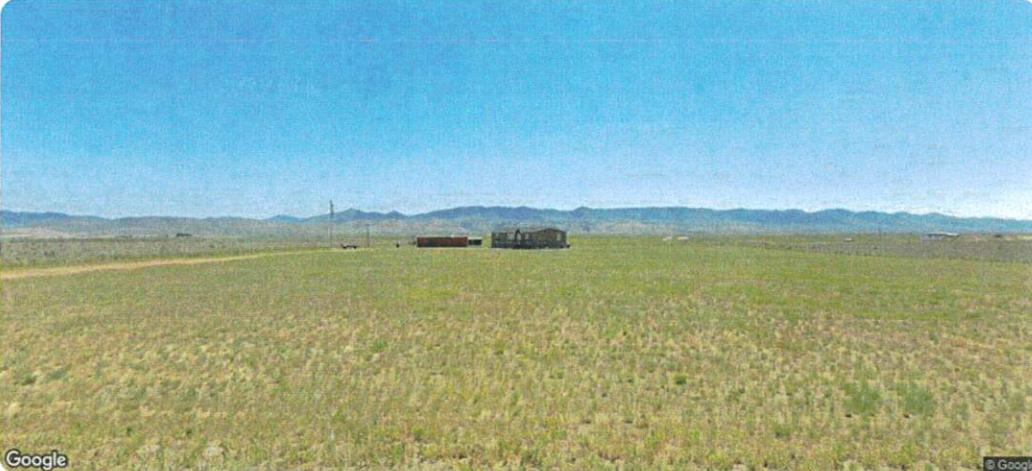
Bradley's purchased the house on 08.18.23

Link to realtor.com for the original listing information

https://www.realtor.com/realestateandhomes-detail/14590-S-Jenkins-Rd_Arimo_ID_83214_M94839-49121?cid=eml_saf_property_cta

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Back Arimo, ID  Idaho > Bannock County > Arimo > S Jenkins Rd > 14590 S Jenkins Rd



Connect with an agent

Full name*

Email*

Phone*

Are you selling or buying?*

Connect

By proceeding, you consent to receive calls and texts at the number you provided, including marketing by autodialer and prerecorded and artificial voice, and email, from realtor.com and others about your inquiry and other home-related matters, but not as a condition of any purchase. [More...](#)



dumping HELOCs.

Rocket Mortgage

[Learn More >](#)

Property details

Views and Options Abound! Newly built on 10 Acres! 3 Bedrooms 2 bath. One floor living with room to stretch out! RV. Hook ups, **Storage**, and more! Minutes from Hotsprings, Fishing, Reservoir, Trails, and Recreation! Let Your Imagination go to work!

Interior

Bedrooms

- Bedrooms: 3
- Bedrooms On Main Level: 3

Other Rooms

- Total Rooms: 8

Interior Features

- Bath: Master, Closet: Walk-In

Appliances

- Range Hood
- Refrigerator

[Show more ▾](#)

Find out more about this property. [Contact agent](#)

 **Exterior**
Exterior and Lot Features

- Horse Property
- **Out Buildings**

Land Info

- Lot Size Acres: 10.0
- Lot Size Dimensions: 0.0 X 0.0 X 0.0
- Lot Size Square Feet: 435600

Garage and Parking

- Parking Features: Rv Parking

 **Listing**
Other Property Info

- Annual Tax Amount: 1969
- Source Listing Status: Closed
- County: Bannock
- Current Use: Single Family
- Disclaimer: Information Not Guaranteed. Buyer To Verify All Information.
- Source Property Type: Residential
- Inclusions: Range, Range Hood, Refrigerator, **Storage Shed(S)**
- Parcel Number: R 4265012104
- Postal City: Arimo
- Zoning: Single-Family, Short Term
- Property Subtype: Single Family Residence
- Source System Name: C 2 C

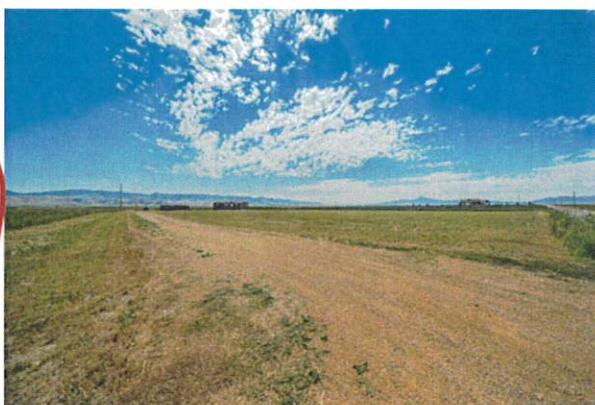
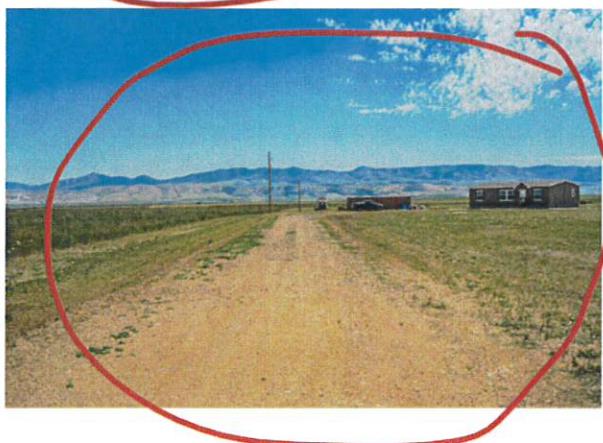
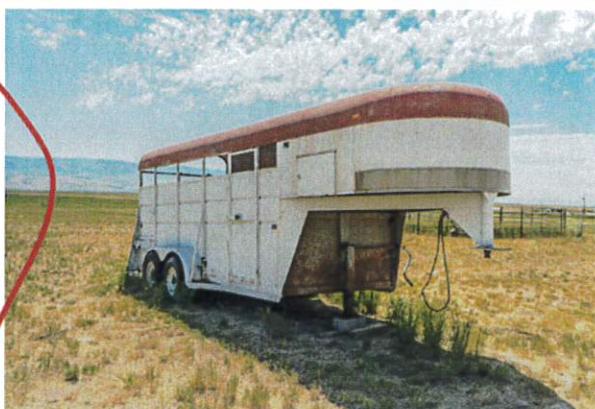
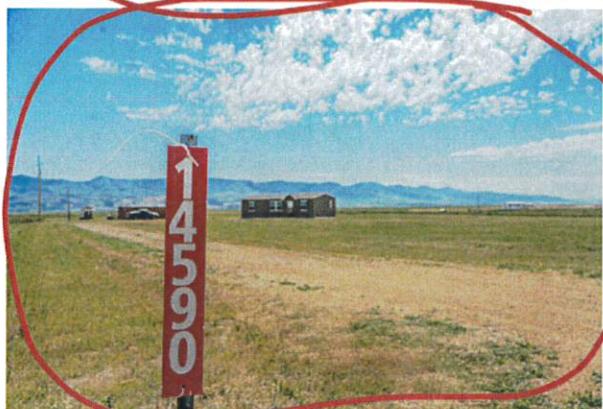
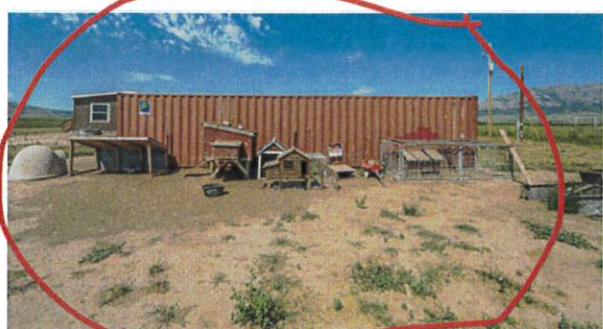
Date	Event	Price
8/18/2023	Sold	--
Source: Agent Provided Report		
7/21/2023	Pending sale	\$365,000 \$292/sqft
Source:  PCTMLS #573973 Report		
7/20/2023	Listed for sale	\$365,000 \$292/sqft
Source:  PCTMLS #573973 Report		

Link to the photo gallery

[14590 S Jenkins Rd by Roisum Residential](#)







BANNOCK COUNTY COMMISSIONERS
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ERNIE MOSER
Commissioner
1st District

JEFF HOUGH
Commissioner
2nd District

KEN BULLOCK
Commissioner
3rd District

Work Session Request Form

Work Sessions are held on Thursdays at 9:00 AM, unless otherwise noticed. Email this completed form any supporting documents to agendarequest@bannockcounty.gov by noon on the Monday prior to the scheduled meeting.

Name / Department:

Stewart Ward - Dioptra

Email:

Commission@bannockcounty.us

Concern/Issue/Question:

Update on cost of surveying RPRICPI000302

Suggested Solution:

Date of meeting being requested:

02/27/2025

How much time will be needed?

10 minutes

List of attendees:

hal



February 17, 2025

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

Subject: Boundary Survey – Parcel(s) RPRICPI000302, Inkom, ID

Commissioners,

This proposal has been created to outline Dioptra's field survey and office drafting procedures relevant to the subject project.

SCOPE OF SERVICES

The following products and services will be provided by Dioptra:

- Research at the County Courthouse to obtain deeds and survey maps and records
- Right-of-Entry Notices as required by Idaho Code
- Field survey of existing survey monuments, possession lines, fence lines, roadway, etc.
- Legal Descriptions of all four (4) parcels
- Setting or replacing private and public survey monuments
- Drafting of survey map to be recorded at the County courthouse
- 11x17 copy of the recorded Record of Survey map *larger copy can be provided if needed*
- All surveying services will be completed in accordance with Idaho Code requirements

TECHNICAL APPROACH

Research

Dioptra will complete research at the Bannock County Courthouse to obtain the current deed of the subject properties along with the deeds of all the adjoining properties in the area. We will review these deeds to verify no conflicts exist on the existing parcel related to the adjoining parcels. Dioptra will also obtain copies of any existing Subdivision plats, Records of Survey and Corner Perpetuation and Filing Records of PLSS survey control monuments. This information will serve as the basis for the existing boundary determination and locating the proposed parcel.

Right-of-Entry Notice

Per Idaho Code 54-1230, we are required to provide prior notice to the landowner or occupant of the properties which we anticipate entering upon. This notice must be given at least seven (7) days prior to entry onto the land unless the notice period is waived in writing by the landowner.

Initial Field Survey

An initial survey will be required to locate all PLSS section control, roadways, existing property corners, fences, right-of-way monuments, etc.



Parcel Calculations and Mapping

Based on the deeds, section control, and other located controlling boundaries, and survey boundary principles we will determine the boundaries of the subject parcel.

Note: If discrepancies are found between the deeds and/or surveys, we will stop work and notify you of the issues. We will not proceed with the survey until the issues have been resolved and any resolution agreements are in writing. Any discrepancies found will **not be resolved as part of this scope of work. An additional scope of work and cost estimate will be presented if you would like Dioptra to resolve any discrepancies. **

Legal Descriptions

Dioptra will prepare legal descriptions of each parcel. The descriptions will be provided to the client. It will be the client's responsibility to record the descriptions with the County Clerk.

Final Field Survey

After the parcel calculations are complete, we will provide a preliminary copy of the survey map to you for review prior to placing survey monuments in the field. Once the boundaries have been reviewed by the client, we will monument the parcel corners in accordance with Idaho Code, by placing rebar survey monuments at all corners/angle points.

Record of Survey

After we set the parcel corners, Dioptra will finalize the survey including the recording of a survey map in accordance with Idaho Code. This document will show the boundaries of the parcels, fences, ties to PLSS corners, and existing roadways. After recording this document at the County, we will provide you with a PDF and 11x17 paper copy for your records.

COST

Services provided by Dioptra:

Research	\$360.00
Right-of-Entry Notice	\$140.00
Initial Field Survey	\$1,450.00
Parcel Calculations	\$1,600.00
Legal Descriptions	\$350.00
Final Field Survey	\$585.00
Record of Survey	\$1,075.00
Coordination	\$880.00

Record of Survey Total \$6,450.00 Lump Sum

Assumptions and Understandings:

- The above scope and cost have been prepared based on the information readily available on the Bannock County website
- The above cost is a lump sum cost for the scope outlined above
- Work will only be scheduled upon the receipt of a signed contract.



- Any tasks not specifically stated in the above scope of work is not included and will not be completed without a revised scope of work approved by Dioptra and the Client.
- This Scope of Work and Cost estimate is only valid for thirty (30) days from the date of this letter.
- All costs assume all public/PLSS survey monuments are available and reliable. If any public/PLSS are missing or unreliable, all work will stop, and a new scope will be prepared to solve the issue(s). No work will commence until a new scope has been prepared and approved by Dioptra and the client.
- Any meetings, phone calls, or coordination with the client, city, county, or other agencies will be billed on an hourly basis at \$180/hour (one-half hour minimum).
- All reimbursable expenses paid for by Dioptra, such as application, recording, and review fees will be billed at Cost plus 10%.

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ERNIE MOSER Commissioner 1st District	JEFF HOUGH Commissioner 2nd District	JOHN CROWDER Commissioner 3rd District
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WORK SESSION REQUEST FORM

Work Sessions are held on Thursdays at 9:15 a.m., unless otherwise noticed.

Email this completed form and any supporting documents to
agendarequest@bannockcounty.us by noon on Monday prior to the scheduled meeting.

Name/Department:

Event Center

Concern/issue/question:

- 1) Idaho State Journal would like to use the "Pre-Party" area for the Amphitheatre for Family Fun Day.
- 2) Portneuf Health Trust would like to use the Amphitheatre for Yoga at the Port
- 3) RCRA is requesting a fee reduction for their rodeo events this year

Suggested solution?

- 1) approve the request
- 2) approve contract
- 3) approve contract

How much time will be needed for this issue?

15 minutes

What meeting date is requested?

2/27/25

List of attendees:

Scott Crowther, Chaney Nielsen, Teri Jones

- 1) Taylor Smith
- 2) Micaela Prochazka

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

Commissioner Office Only:

Date: 2/27/25 Time: _____



Office Hours: Monday thru Friday 8:00 a.m. to 5:00 p.m., Closed Weekends and Holidays
Mailing Address: 10588 Fairgrounds Road, Pocatello, Idaho 83201
Email: eventcenter@bannockcounty.us
Phone: 208-237-1340

Payment Received: _____
Insurance Received: _____
Permits Received: _____
501(c) Received: _____
RecDesk Outlook Board
Spreadsheet Reservation Listing

EVENT CENTER, WELLNESS COMPLEX AND FAIRGROUNDS CONTRACT

This is a request for facility reservation. Please complete all information. Incomplete information will result in a delay in the review of your contract. The information is requested to assist in the review and consideration of your request to rent a County facility. Historical users (using their original dates) have first priority. All other requests are on a first come – first served basis.

APPLICATION INFORMATION

- Company/Origination Name: (event host) Idaho State Journal - Family Fun Day
- Contact Name: (who will sign the contract) Taylor Smith Title: Ad Director
- Mailing Address: 305 S. Arthur
- City: Pocatello State: ID Zip Code: 83201
- Cell Phone: ██████████ Email: tsmith@journalnet.com

EVENT INFORMATION

Pre-Party Area

- Event Name: Family Fun Day Area Requested: Fenced Area
- Event Description: Free Family Event for SE Idaho, Food, Booths, Prince House
- Event Date(s): 01/14/25 Estimated Number of Attendees: 200
- Event Start Time: 10 am Event End Time: 2 pm
- Additional Set-Up or Tear Down Days (if needed): _____
- Paid Admission Event: YES NO (X) Cost _____ Event Open to the Public: YES (X) NO
- 501(c)(3): YES NO (X) Non-Profit Name: _____ Tax ID #: _____
- Will Alcohol Be Served/Consumed? YES NO (X) (if yes, county permit (\$20) must be provided and present at event)

THE COUNTY SHALL:

Permit the Applicant to occupy the space as written above, to prepare buildings or erect temporary booths, which Applicant may use during the rental periods.

Permit the Applicant to display, demonstrate, sell, solicit or operate their business with the limits of their lease.

Use reasonable safeguards against fire, theft, and accidents, but does not assume any liability for damages to goods or property of the Applicant from fire, theft, water or storm, or any liability for accidents to persons or property caused under, or by virtue of the appurtenances of Lessee under this contract.

Have a lien upon any and all property stored, used or located upon the leased space, or elsewhere upon the fairgrounds by the Lessee for any and all damages sustained by the breach of this contract or otherwise caused by the Applicant, and shall have the right to restrain such property or any part of it without process of law, and may appropriate any or all such as its own to satisfy and such claim.

Reserve the right to all food concession, unless otherwise permitted. If additional vendors are permitted menu must not compete with menu of fixed site.

THE APPLICANT SHALL:

Obtain approval for erection of buildings, tents, enclosures, structures and signs outdoor from County.

Not nail, drill, paint, or do anything to change appearance of the walls. Do not use tape on concrete.

Remove all temporary structures, forms, booths, etc. within twenty-four (24) hours after termination of lease. Items left after that time become the property of the County, to make such disposition as they shall see fit.

Not do any additional electrical wiring without permission of County.

Not permit any ale, beer or intoxicating liquor of any kind to be consumed by the Applicant, his employees, agents or guests without proper permit.

Collect fees for the RV rental spaces at \$35.00/\$45.00 per space, per day and turn the rental fees collected, into the office at the conclusion of the event.

Comply fully with all laws and ordinances of the Bannock County Fire Protection District #1.

Agrees to furnish security at its own expense as is deemed necessary for protection of valuable displays and buildings during the event day and night.

Applicant agrees to furnish the County a Certificate of Insurance naming Bannock County and agents as additionally insured in a \$ _____ combined single limit policy, such policy being delivered to Event Center Office ten (10) days prior to move in time.

Applicant shall provide a security deposit as indicated on the fee schedule, payable when reservation for facility is taken and contract signed. Payment will be held as a security binding. Deposit will be refunded if notification of cancellation is received thirty (30) days prior to event or upon final inspection of facilities, provided there has been no damage and facility is returned in same condition as received. (Clean)

The Lessee will pay the building/grounds rental fees thirty (30) days prior to the event (unless other arrangements are made prior to the event) in the amount of: \$ _____ (see attached page for fee schedule).

Please make checks payable to – Bannock County Fairgrounds. Sales tax shall be collected as per Idaho Sales Tax Commission rules.

Bannock County Commissioners

BANNOCK COUNTY

Date 2/27/25

Jeff Hough, Chairman

Date 2/27/25

By: _____ Date _____

Ernie Moser, Commissioner

Date 2/27/25

Ken Bullock, Commissioner

A. The terms of this contract shall commence and be binding upon the parties when the last signature is affixed to this contract, and final approval and granting of the application is made by the Bannock County Commissioners. No use of County facilities or grounds shall take place in the absence of approval. The terms of this contract shall remain in full force and effect until all obligations are fully performed or it is terminated as provided herein.

B. A fee as set by the Bannock County Commissioners, including but not limited to additional security, shall be paid by Applicant for the use of facilities and/or grounds. If waiver or reduction of fees has been requested, this must be approved by the Bannock County Commissioners and Applicant must comply with such terms set by the Board.

C. Applicant shall use only those parts of the facilities and/or grounds applied for and essential for the use. Applicant's use of facilities and grounds shall occur only with the agreement and acquiescence of the Bannock County Commissioners and take place in such a manner as shall not interfere with the use of building and grounds by the County or other users.

D. Applicant is responsible for and shall pay to repair all damage caused by its employees, volunteers, agents, participants or invitees to any fixtures, equipment, facilities and/or grounds as a result of the use.

E. Applicant shall clean, if necessary, all areas of any facilities and/or grounds which are used pursuant to this Agreement and shall leave the building(s) and/or grounds in the state it was prior to the commencement of the use. Failure of Applicant to clean areas of the buildings and/or grounds to the satisfaction of the County shall result in an assessment of costs or loss of deposit to Applicant for any necessary cleaning. The County reserves the right to request and receive an appropriate security and/or cleaning deposit from Applicant if deemed necessary. Costs for any repairs or cleaning required may be deducted from said deposit.

F. Applicant agrees that the use of County buildings and grounds shall be in accord with any applicable state, local or federal law or regulation.

G. Applicant agrees that in the event any hazardous or potentially hazardous activities are contemplated in Applicant's use of the facilities; the Applicant shall obtain waivers and/or releases of liability from any and all participants in the activities. Said waivers shall contain, at a minimum, the following language in paragraph G(1). Said waivers are subject to the approval of the County prior to use of the facilities. Copies of all signed waivers shall be provided to the County upon request. This requirement does not, in any way, abrogate the requirement for indemnification herein, abrogate the invocation of sovereign immunity herein, eliminate any requirement imposed by the County for proof of sufficient insurance, nor modify or abrogate any defenses or immunities provided by law. Hazardous activities include, but are not limited to any sport or activity whether involving animals or equipment which carries an inherent risk or injury, property destruction or death. The Applicant agrees that decisions by the County or County staff to require or not to require the execution or submission of waivers do not abrogate any immunities or defenses provided by law. The County staff has complete discretion in the decision to require or not require the execution and submission of waivers in connection with any event.

G.(1) Applicant shall have participants sign a release and discharge of Bannock County, its elected and appointed officials, and employees and agents from all actions, causes of action, damages, claims or demands for all known or unknown personal injuries, property damage or death resulting from or arising out of my participation in the above described activity or events.

H. Maintenance. Bannock County agrees that regular maintenance of the grounds, parking lots and buildings will be the responsibility of the County.

I. Default. Each and every term and condition hereof shall be deemed to be a material element of the Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default thereof.

J. Independent Entities. County and Applicant are independent entities and their employees, volunteers, participants or invitees are not to be considered agents or employees of the other. Actions performed by Applicant pursuant to this contract are those of an independent agent and not those of an employee of the County.

K. Entire Agreement. This contract, with any properly executed addendums, represents the entire and integrated agreement and understanding between the parties and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.

L. Assignment. Neither this contract, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party.

M. Modification. This Application and Agreement shall be modified only by a written agreement, duly executed by all parties hereto.

N. **Invalidity.** The parties mutually understand and agree this contract shall be governed by and interpreted pursuant to the laws of the State of Idaho. If any provision of this contract is held invalid or unenforceable by any court of competent jurisdiction, or if the County is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties that the provisions of this contract are fully severable.

O. **Venue.** If any dispute arises between the parties from or concerning this contract or the subject matter hereof, any suit or proceeding at law or equity shall be brought in the District Court of the State of Idaho, County of Bannock. Nothing in this clause shall be interpreted or construed to waive the County's assertion of governmental immunity.

P. **Contingencies.** Applicant certifies and warrants no gratuities, kick-backs or contingency fees were paid in connection with this contract, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this contract.

Q. **Discrimination.** All parties agree they will not discriminate against any person who performs work under the terms and conditions of this contract because of race, color, gender, creed, handicapping conditions or national origin.

R. **ADA Compliance.** All parties agree they will not discriminate against a qualified individual with disability, pursuant to law as set forth in the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, et seq., and/or any properly promulgated rules and regulations relating thereto.

S. **Governmental Immunity.** The Bannock County Commissioners and Bannock County do not waive their governmental immunity provided by any law by entering into and/or granting this contract and the County fully retains all immunities and defenses provided by law with regard to any action based upon this Agreement. Further, the County and its elected and appointed officials do not waive their governmental immunity under contract, tort or any other applicable theory of law by entering into or granting this contract.

T. **Force Majeure.** Neither party shall be liable to perform under this contract if such failure arises out of causes beyond control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, Acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.

U. **Notices.** All notices required and permitted under this contract shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the address listed herein, or when personally delivered to such party. A party may change its address for notice hereunder by giving written notice to the other party.

V. **Indemnification.** To the fullest extent permitted by law, Applicant agrees to indemnify and hold Harmless Bannock County and its elected and appointed officials, employees and volunteers from any and all claims, damages, losses and expenses, including reasonable attorney's fees, for injuries, illness, death, property damage, claims, penalties, actions, demands or expenses arising from or in connection with this contract. In granting this contract, Bannock County may, in its sole discretion, require Applicant to show proof of insurance sufficient to cover Applicant's obligations pursuant to this clause. No use of buildings or grounds may commence until Bannock County Risk Management or County Legal Counsel has reviewed and approved the insurance coverage obtained/provided by Applicant if so required.

W. **Third Party Beneficiary.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary and this Application and Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this contract shall operate only between the parties to this contract and shall inure solely to the benefit of the parties to this contract. The parties to this contract intend and expressly agree that only parties' signatory to this contract shall have any legal or equitable right to seek to enforce this contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of it, or to bring action for its breach. This provision is not intended to waive the County's governmental immunity in any way and shall not be construed to waive said governmental immunity in any way.

X. **Termination.** This Agreement may be terminated by either party at any time for failure of another party to comply with the terms and conditions of this Agreement; by Bannock County with fifteen (15) days' prior written notice to other parties; or upon mutual written agreement by all parties.

Y. **Appropriations Clause.** Bannock County's obligations under this Application and Agreement are conditioned upon the availability of Funds which are appropriated or allocated for such obligations. If funds are not allocated and available for the continuance of said obligations, the contract may be terminated by the County at the end of the period for which funds are available. No penalty shall accrue to the County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision.

Z. Alteration or Additions. Without the written consent of the County, or unless otherwise allowed by this Agreement, the Applicant shall not make any improvements to or alterations of the premises. Any alterations or improvements to the premises made by the Applicant shall become part of the realty and the property of the County.

February 18, 2025

Date

Idaho State Journal

Applicant

Taylor Smith

Print Name

ADDITIONAL EVENT INFORMATION

EVENT NAME: _____

DATE: _____

TIME OF EVENT: _____

AREA: _____

ADDITIONAL EVENT DETAILS:

SPECIAL SET UP INSTRUCTIONS:

NOTES/DRAWINGS:



Office Hours: Monday thru Friday 8:00 a.m. to 5:00 p.m., Closed Weekends and Holidays
Mailing Address: 10588 Fairgrounds Road, Pocatello, Idaho 83201
Email: eventcenter@bannockcounty.us
Phone: 208-237-1340

Payment Received: _____
Insurance Received: _____
Permits Received: _____
501(c) Received: _____
RecDesk Outlook Board
Spreadsheet Reservation Listing

EVENT CENTER, WELLNESS COMPLEX AND FAIRGROUNDS CONTRACT

This is a request for facility reservation. Please complete all information. Incomplete information will result in a delay in the review of your contract. The information is requested to assist in the review and consideration of your request to rent a County facility. Historical users (using their original dates) have first priority. All other requests are on a first come – first served basis.

APPLICATION INFORMATION

- Company/Origination Name: (event host) Portneuf Health Trust / Healthy City, USA
- Contact Name: (who will sign the contract) Micaela Prochazka Title: Director of Wellness
- Mailing Address: 500 S 11th Ave Suite 503
- City: Pocatello State: ID Zip Code: 83201
- Cell Phone: _____ Email: micaela@portneufhealthtrust.org

EVENT INFORMATION

- Event Name: Yoga at the Port Area Requested: Amphitheatre
- Event Description: Partner w/ local yoga studio to bring free yoga to community
- Event Date(s): Aug 2nd or 3rd or Sep 1st Estimated Number of Attendees: 200
- Event Start Time: 8:00AM Event End Time: 11:00 AM
- Additional Set-Up or Tear Down Days (if needed): Friday before, for sound check
- Paid Admission Event: YES NO X Cost Event Open to the Public: YES X NO
- 501(c)(3): YES X NO Non-Profit Name: Portneuf Health Trust Tax ID #: 48-1289745
- Will Alcohol Be Served/Consumed? YES NO X (if yes, county permit (\$20) must be provided and present at event)

THE COUNTY SHALL:

Permit the Applicant to occupy the space as written above, to prepare buildings or erect temporary booths, which Applicant may use during the rental periods.

Permit the Applicant to display, demonstrate, sell, solicit or operate their business with the limits of their lease.

Use reasonable safeguards against fire, theft, and accidents, but does not assume any liability for damages to goods or property of the Applicant from fire, theft, water or storm, or any liability for accidents to persons or property caused under, or by virtue of the appurtenances of Lessee under this contract.

Have a lien upon any and all property stored, used or located upon the leased space, or elsewhere upon the fairgrounds by the Lessee for any and all damages sustained by the breach of this contract or otherwise caused by the Applicant, and shall have the right to restrain such property or any part of it without process of law, and may appropriate any or all such as its own to satisfy and such claim.

Reserve the right to all food concession, unless otherwise permitted. If additional vendors are permitted menu must not compete with menu of fixed site.

THE APPLICANT SHALL:

Obtain approval for erection of buildings, tents, enclosures, structures and signs outdoor from County.

Not nail, drill, paint, or do anything to change appearance of the walls. Do not use tape on concrete.

Remove all temporary structures, forms, booths, etc. within twenty-four (24) hours after termination of lease. Items left after that time become the property of the County, to make such disposition as they shall see fit.

Not do any additional electrical wiring without permission of County.

Not permit any ale, beer or intoxicating liquor of any kind to be consumed by the Applicant, his employees, agents or guests without proper permit.

Collect fees for the RV rental spaces at \$35.00/\$45.00 per space, per day and turn the rental fees collected, into the office at the conclusion of the event.

Comply fully with all laws and ordinances of the Bannock County Fire Protection District #1.

Agrees to furnish security at its own expense as is deemed necessary for protection of valuable displays and buildings during the event day and night.

Applicant agrees to furnish the County a Certificate of Insurance naming Bannock County and agents as additionally insured in a \$ 1,000,000 combined single limit policy, such policy being delivered to Event Center Office ten (10) days prior to move in time.

Applicant shall provide a security deposit as indicated on the fee schedule, payable when reservation for facility is taken and contract signed. Payment will be held as a security binding. Deposit will be refunded if notification of cancellation is received thirty (30) days prior to event or upon final inspection of facilities, provided there has been no damage and facility is returned in same condition as received. (Clean)

The Lessee will pay the building/grounds rental fees thirty (30) days prior to the event (unless other arrangements are made prior to the event) in the amount of: \$ _____ (see attached page for fee schedule).

Please make checks payable to – Bannock County Fairgrounds. Sales tax shall be collected as per Idaho Sales Tax Commission rules.

Bannock County Commissioners

BANNOCK COUNTY

Date 2/27/25

Jeff Hough, Chairman

Date 2/27/25

By: _____ Date _____

Ernie Moser, Commissioner

Date 2/27/25

Ken Bullock, Commissioner

A. The terms of this contract shall commence and be binding upon the parties when the last signature is affixed to this contract, and final approval and granting of the application is made by the Bannock County Commissioners. No use of County facilities or grounds shall take place in the absence of approval. The terms of this contract shall remain in full force and effect until all obligations are fully performed or it is terminated as provided herein.

B. A fee as set by the Bannock County Commissioners, including but not limited to additional security, shall be paid by Applicant for the use of facilities and/or grounds. If waiver or reduction of fees has been requested, this must be approved by the Bannock County Commissioners and Applicant must comply with such terms set by the Board.

C. Applicant shall use only those parts of the facilities and/or grounds applied for and essential for the use. Applicant's use of facilities and grounds shall occur only with the agreement and acquiescence of the Bannock County Commissioners and take place in such a manner as shall not interfere with the use of building and grounds by the County or other users.

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E. Applicant shall clean, if necessary, all areas of any facilities and/or grounds which are used pursuant to this Agreement and shall leave the building(s) and/or grounds in the state it was prior to the commencement of the use. Failure of Applicant to clean areas of the buildings and/or grounds to the satisfaction of the County shall result in an assessment of costs or loss of deposit to Applicant for any necessary cleaning. The County reserves the right to request and receive an appropriate security and or cleaning deposit from Applicant if deemed necessary. Costs for any repairs or cleaning required may be deducted from said deposit.

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G. Applicant agrees that in the event any hazardous or potentially hazardous activities are contemplated in Applicant's use of the facilities; the Applicant shall obtain waivers and/or releases of liability from any and all participants in the activities. Said waivers shall contain, at a minimum, the following language in paragraph G(1). Said waivers are subject to the approval of the County prior to use of the facilities. Copies of all signed waivers shall be provided to the County upon request. This requirement does not, in any way, abrogate the requirement for indemnification herein, abrogate the invocation of sovereign immunity herein, eliminate any requirement imposed by the County for proof of sufficient insurance, nor modify or abrogate any defenses or immunities provided by law. Hazardous activities include, but are not limited to any sport or activity whether involving animals or equipment which carries an inherent risk or injury, property destruction or death. The Applicant agrees that decisions by the County or County staff to require or not to require the execution or submission of waivers do not abrogate any immunities or defenses provided by law. The County staff has complete discretion in the decision to require or not require the execution and submission of waivers in connection with any event.

G.(1) Applicant shall have participants sign a release and discharge of Bannock County, its elected and appointed officials, and employees and agents from all actions, causes of action, damages, claims or demands for all known or unknown personal injuries, property damage or death resulting from or arising out of my participation in the above described activity or events.

H. Maintenance. Bannock County agrees that regular maintenance of the grounds, parking lots and buildings will be the responsibility of the County.

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J. Independent Entities. County and Applicant are independent entities and their employees, volunteers, participants or invitees are not to be considered agents or employees of the other. Actions performed by Applicant pursuant to this contract are those of an independent agent and not those of an employee of the County.

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M. Modification. This Application and Agreement shall be modified only by a written agreement, duly executed by all parties hereto.

N. **Invalidity.** The parties mutually understand and agree this contract shall be governed by and interpreted pursuant to the laws of the State of Idaho. If any provision of this contract is held invalid or unenforceable by any court of competent jurisdiction, or if the County is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties that the provisions of this contract are fully severable.

O. **Venue.** If any dispute arises between the parties from or concerning this contract or the subject matter hereof, any suit or proceeding at law or inequity shall be brought in the District Court of the State of Idaho, County of Bannock. Nothing in this clause shall be interpreted or construed to waive the County's assertion of governmental immunity.

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Q. **Discrimination.** All parties agree they will not discriminate against any person who performs work under the terms and conditions of this contract because of race, color, gender, creed, handicapping conditions or national origin.

R. **ADA Compliance.** All parties agree they will not discriminate against a qualified individual with disability, pursuant to law as set forth in the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, et seq., and/or any properly promulgated rules and regulations relating thereto.

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T. **Force Majeure.** Neither party shall be liable to perform under this contract if such failure arises out of causes beyond control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, Acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.

U. **Notices.** All notices required and permitted under this contract shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the address listed herein, or when personally, delivered to such party. A party may change its address for notice hereunder by giving written notice to the other party.

V. **Indemnification.** To the fullest extent permitted by law, Applicant agrees to indemnify and hold Harmless Bannock County and its elected and appointed officials, employees and volunteers from any and all claims, damages, losses and expenses, including reasonable attorney's fees, for injuries, illness, death, property damage, claims, penalties, actions, demands or expenses arising from or in connection with this contract. In granting this contract, Bannock County may, in its sole discretion, require Applicant to show proof of insurance sufficient to cover Applicant's obligations pursuant to this clause. No use of buildings or grounds may commence until Bannock County Risk Management or County Legal Counsel has reviewed and approved the insurance coverage obtained/provided by Applicant if so required.

W. **Third Party Beneficiary.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary and this Application and Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this contract shall operate only between the parties to this contract and shall inure solely to the benefit of the parties to this contract. The parties to this contract intend and expressly agree that only parties' signatory to this contract shall have any legal or equitable right to seek to enforce this contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of it, or to bring action for its breach. This provision is not intended to waive the County's governmental immunity in any way and shall not be construed to waive said governmental immunity in any way.

X. **Termination.** This Agreement may be terminated by either party at any time for failure of another party to comply with the terms and conditions of this Agreement; by Bannock County with fifteen (15) days' prior written notice to other parties; or upon mutual written agreement by all parties.

Y. **Appropriations Clause.** Bannock County's obligations under this Application and Agreement are conditioned upon the availability of Funds which are appropriated or allocated for such obligations. If funds are not allocated and available for the continuance of said obligations, the contract may be terminated by the County at the end of the period for which funds are available. No penalty shall accrue to the County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision.

2. Alteration or Additions. Without the written consent of the County, or unless otherwise allowed by this Agreement, the Applicant shall not make any improvements to or alterations of the premises. Any alterations or improvements to the premises made by the Applicant shall become part of the realty and the property of the County.

2/5/2025
Date

Micaela Prochazka
Applicant

Micaela Prochazka
Print Name

ADDITIONAL EVENT INFORMATION

EVENT NAME: Yoga at the Port

DATE: Saturday Aug 2nd or (Aug 23rd) or September 6th

TIME OF EVENT: 8:00AM ~ 11:00AM (preferred)

AREA: PHT Amphitheatre

ADDITIONAL EVENT DETAILS:

Free yoga to all community members. 1 hour yoga class. Gates open at 7:30 am. Yoga starts at 8am. Following yoga, there will be health-related vendors. We will be partnering with a local yoga studio.

SPECIAL SET UP INSTRUCTIONS:

The day before do a mic check. Morning of setting up vendors.

NOTES/DRAWINGS:



Office Hours: Monday thru Friday 8:00 a.m. to 5:00 p.m., Closed Weekends and Holidays
Mailing Address: 10588 Fairgrounds Road, Pocatello, Idaho 83201
Email: eventcenter@bannockcounty.us
Phone: 208-237-1340

Payment Received: _____
Insurance Received: _____
Permits Received: _____
501(c) Received: _____
RecDesk Outlook Board
Spreadsheet Reservation Listing

EVENT CENTER, WELLNESS COMPLEX AND FAIRGROUNDS CONTRACT

This is a request for facility reservation. Please complete all information. Incomplete information will result in a delay in the review of your contract. The information is requested to assist in the review and consideration of your request to rent a County facility. Historical users (using their original dates) have first priority. All other requests are on a first come – first served basis.

APPLICATION INFORMATION

- Company/Origination Name: (event host) BCRA
- Contact Name: (who will sign the contract) Cody Hyde Title: Board Member
- Mailing Address: 89 N. 260 E.
- City: Blackfoot State: ID Zip Code: 83221
- Cell Phone: ██████████ Email: ██████████

EVENT INFORMATION

- Event Name: BCRA Area Requested: Indoor Arena & Arena 1
- Event Description: Non-Profit Barrel Race
- Event Date(s): 4/14, 4/28, 5/8 5/22, 6/5, 6/19, 7/17, 7/31, 8/7, 8/18, 9/15, 9/29, 10/6, & 10/20.
- Estimated Number of Attendees: _____
- Event Start Time: 5 pm Event End Time: 9 pm
- Additional Set-Up or Tear Down Days (if needed): N/A
- Paid Admission Event: YES NO X Cost Event Open to the Public: YES NO
- 501(c)(3): YES X NO Non-Profit Name: Tax ID #: 820-41-6820
- Will Alcohol Be Served/Consumed? YES NO X (if yes, county permit (\$20) must be provided and present at event)

THE COUNTY SHALL:

Permit the Applicant to occupy the space as written above, to prepare buildings or erect temporary booths, which Applicant may use during the rental periods.

Permit the Applicant to display, demonstrate, sell, solicit or operate their business with the limits of their lease.

Use reasonable safeguards against fire, theft, and accidents, but does not assume any liability for damages to goods or property of the Applicant from fire, theft, water or storm, or any liability for accidents to persons or property caused under, or by virtue of the appurtenances of Lessee under this contract.

Have a lien upon any and all property stored, used or located upon the leased space, or elsewhere upon the fairgrounds by the Lessee for any and all damages sustained by the breach of this contract or otherwise caused by the Applicant, and shall have the right to restrain such property or any part of it without process of law, and may appropriate any or all such as its own to satisfy and such claim.

FY22 Fees Adopted by R.S. No. 2021-90

Reserve the right to all food concession, unless otherwise permitted. If additional vendors are permitted menu must not compete with menu of fixed site.

THE APPLICANT SHALL:

Obtain approval for erection of buildings, tents, enclosures, structures and signs outdoor from County.

Not nail, drill, paint, or do anything to change appearance of the walls. Do not use tape on concrete.

Remove all temporary structures, forms, booths, etc. within twenty-four (24) hours after termination of lease. Items left after that time become the property of the County, to make such disposition as they shall see fit.

Not do any additional electrical wiring without permission of County.

Not permit any ale, beer or intoxicating liquor of any kind to be consumed by the Applicant, his employees, agents or guests without proper permit.

Collect fees for the RV rental spaces at \$35.00/\$45.00 per space, per day and turn the rental fees collected, into the office at the conclusion of the event.

Comply fully with all laws and ordinances of the Bannock County Fire Protection District #1.

Agrees to furnish security at its own expense as is deemed necessary for protection of valuable displays and buildings during the event day and night.

Applicant agrees to furnish the County a Certificate of Insurance naming Bannock County and agents as additionally insured in a \$ **1,000,000.00** combined single limit policy, such policy being delivered to Event Center Office ten (10) days prior to move in time.

Applicant shall provide a security deposit as indicated on the fee schedule, payable when reservation for facility is taken and contract signed. Payment will be held as a security binding. Deposit will be refunded if notification of cancellation is received thirty (30) days prior to event or upon final inspection of facilities, provided there has been no damage and facility is returned in same condition as received. (Clean)

The Lessee will pay the building/grounds rental fees thirty (30) days prior to the event (unless other arrangements are made prior to the event) in the amount of: \$ **Half price fee reduction** (see attached page for fee schedule).

Please make checks payable to – Bannock County Fairgrounds. Sales tax shall be collected as per Idaho Sales Tax Commission rules.

Bannock County Commissioners

BANNOCK COUNTY

Date 2/27/25

Jeff Hough, Chairman

Date 2/27/25

By: _____ Date _____

Ernie Moser, Commissioner

Date 2/27/25

Ken Bullock, Commissioner

A. The terms of this contract shall commence and be binding upon the parties when the last signature is affixed to this contract, and final approval and granting of the application is made by the Bannock County Commissioners. No use of County facilities or grounds shall take place in the absence of approval. The terms of this contract shall remain in full force and effect until all obligations are fully performed or it is terminated as provided herein.

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C. Applicant shall use only those parts of the facilities and/or grounds applied for and essential for the use. Applicant's use of facilities and grounds shall occur only with the agreement and acquiescence of the Bannock County Commissioners and take place in such a manner as shall not interfere with the use of building and grounds by the County or other users.

D. Applicant is responsible for and shall pay to repair all damage caused by its employees, volunteers, agents, participants or invitees to any fixtures, equipment, facilities and/or grounds as a result of the use.

E. Applicant shall clean, if necessary, all areas of any facilities and/or grounds which are used pursuant to this Agreement and shall leave the building(s) and/or grounds in the state it was prior to the commencement of the use. Failure of Applicant to clean areas of the buildings and/or grounds to the satisfaction of the County shall result in an assessment of costs or loss of deposit to Applicant for any necessary cleaning. The County reserves the right to request and receive an appropriate security and or cleaning deposit from Applicant if deemed necessary. Costs for any repairs or cleaning required may be deducted from said deposit.

F. Applicant agrees that the use of County buildings and grounds shall be in accord with any applicable state, local or federal law or regulation.

G. Applicant agrees that in the event any hazardous or potentially hazardous activities are contemplated in Applicant's use of the facilities; the Applicant shall obtain waivers and/or releases of liability from any and all participants in the activities. Said waivers shall contain, at a minimum, the following language in paragraph G(l). Said waivers are subject to the approval of the County prior to use of the facilities. Copies of all signed waivers shall be provided to the County upon request. This requirement does not, in any way, abrogate the requirement for indemnification herein, abrogate the invocation of sovereign immunity herein, eliminate any requirement imposed by the County for proof of sufficient insurance, nor modify or abrogate any defenses or immunities provided by law. Hazardous activities include, but are not limited to any sport or activity whether involving animals or equipment which carries an inherent risk or injury, property destruction or death. The Applicant agrees that decisions by the County or County staff to require or not to require the execution or submission of waivers do not abrogate any immunities or defenses provided by law. The County staff has complete discretion in the decision to require or not require the execution and submission of waivers in connection with any event.

G.(1) Applicant shall have participants sign a release and discharge of Bannock County, its elected and appointed officials, and employees and agents from all actions, causes of action, damages, claims or demands for all known or unknown personal injuries, property damage or death resulting from or arising out of my participation in the above described activity or events.

H. Maintenance. Bannock County agrees that regular maintenance of the grounds, parking lots and buildings will be the responsibility of the County.

I. Default. Each and every term and condition here of shall be deemed to be a material element of the Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default thereof.

J. Independent Entities. County and Applicant are independent entities and their employees, volunteers, participants or invitees are not to be considered agents or employees of the other. Actions performed by Applicant pursuant to this contract are those of an independent agent and not those of an employee of the County.

K. Entire Agreement. This contract, with any properly executed addendums, represents the entire and integrated agreement and understanding between the parties and supersede all prior negotiations, statements, representations and agreements, whether written or oral.

L. Assignment. Neither this contract, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party.

M. Modification. This Application and Agreement shall be modified only by a written agreement, duly executed by all parties hereto.

N. **Invalidity.** The parties mutually understand and agree this contract shall be governed by and interpreted pursuant to the laws of the State of Idaho. If any provision of this contract is held invalid or unenforceable by any court of competent jurisdiction, or if the County is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties that the provisions of this contract are fully severable.

O. **Venue.** If any dispute arises between the parties from or concerning this contract or the subject matter hereof, any suit or proceeding at law or inequity shall be brought in the District Court of the State of Idaho, County of Bannock. Nothing in this clause shall be interpreted or construed to waive the County's assertion of governmental immunity.

P. **Contingencies.** Applicant certifies and warrants no gratuities, kick-backs or contingency fees were paid in connection with this contract, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this contract.

Q. **Discrimination.** All parties agree they will not discriminate against any person who performs work under the terms and conditions of this contract because of race, color, gender, creed, handicapping conditions or national origin.

R. **ADA Compliance.** All parties agree they will not discriminate against a qualified individual with disability, pursuant to law as set forth in the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, et seq., and/or any properly promulgated rules and regulations relating thereto.

S. **Governmental Immunity.** The Bannock County Commissioners and Bannock County do not waive them governmental immunity provided by any law by entering into and/or granting this contract and the County fully retains all immunities and defenses provided by law with regard to any action based upon this Agreement. Further; the County and its elected and appointed officials do not waive their governmental immunity under contract, tort or any other applicable theory of law by entering into or granting this contract.

T. **Force Majeure.** Neither party shall be liable to perform under this contract if such failure arises out of causes beyond control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, Acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.

U. **Notices.** All notices required and permitted under this contract shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the address listed herein, or when personally, delivered to such party. A party may change its address for notice hereunder by giving written notice to the other party.

V. **Indemnification.** To the fullest extent permitted by law, Applicant agrees to indemnify and hold Harmless Bannock County and its elected and appointed officials, employees and volunteers from any and all claims, damages, losses and expenses, including reasonable attorney's fees, for injuries, illness, death, property damage, claims, penalties, actions, demands or expenses arising from or in connection with this contract. In granting this contract, Bannock County may, in its sole discretion, require Applicant to show proof of insurance sufficient to cover Applicant's obligations pursuant to this clause. No use of buildings or grounds may commence until Bannock County Risk Management or County Legal Counsel has reviewed and approved the insurance coverage obtained/provided by Applicant if so required.

W. **Third Party Beneficiary.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary and this Application and Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this contract shall operate only between the parties to this contract and shall inure solely to the benefit of the parties to this contract. The parties to this contract intend and expressly agree that only parties' signatory to this contract shall have any legal or equitable right to seek to enforce this contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of it, or to bring action for its breach. This provision is not intended to waive the County's governmental immunity in any way and shall not be construed to waive said governmental immunity in any way.

X. **Termination.** This Agreement may be terminated by either party at any time for failure of another party to comply with the terms and conditions of this Agreement; by Bannock County with fifteen (15) days' prior written notice to other parties; or upon mutual written agreement by all parties.

Y. **Appropriations Clause.** Bannock County's obligations under this Application and Agreement are conditioned upon the availability of Funds which are appropriated or allocated for such obligations. If funds are not allocated and available for the continuance of said obligations, the contract may be terminated by the County at the end of the period for which funds are available. No penalty shall accrue to the County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision.

Z. Alteration or Additions. Without the written consent of the County, or unless otherwise allowed by this Agreement, the Applicant shall not make any improvements to or alterations of the premises. Any alterations or improvements to the premises made by the Applicant shall become part of the realty and the property of the County.

Date

Applicant

Print Name

ADDITIONAL EVENT INFORMATION

EVENT NAME: BCRA

DATE: 4/14, 4/28, 5/8 5/22, 6/5, 6/19, 7/17, 7/31, 8/7, 8/21, 9/15, 9/29, 10/6, & 10/20.

TIME OF EVENT: 5 pm – 9 pm

AREA: Indoor Arena & Arena 1

ADDITIONAL EVENT DETAILS:

SPECIAL SET UP INSTRUCTIONS:

NOTES/DRAWINGS:

EVENT CENTER, WELLNESS COMPLEX, RV PARK

FEES SCHEDULE

Area	Description	Cost		Unit	Quantity	Total
		Half Day	Full Day			
WELL	Pavilions 1-4 (Include 4 Tables & Electricity)	\$50	\$100	Per Pavilion		
WELL	Basketball Court (2 Courts Available)	\$50	\$100	Per Court		
WELL	Volleyball Courts (4 Courts Available)	\$50	\$100	Per Court		
WELL	Multi-Use Fields (6 Fields Available)	\$150	\$300	Per Field		
WELL	Championship Field	\$175	\$350	Per Field		
BCEC	Multi-Use Soccer Fields (6 Available)	\$150	\$300	Per Field		
BCEC	Indoor Arena (Seats 500) Event/Individual	\$60		Per Hour		
Indoor Arena Riding Passes		*Open Except For When Otherwise Reserved (Arena Worked Once Per Day) *				
BCEC	6 Month Indoor Arena Family Pass (Nov-Apr)	\$120		Family of 4 Including Parents and Children 17 and Younger-Renewed Annually		
BCEC	6 Month Indoor Arena Individual Pass (Nov-Apr)	\$90		Renewed Annually		
BCEC	Indoor Arena Lights	\$25/Hour		Per Usage Hour		
BCEC	Arena 1	\$150	\$300	Half/Full Day		
BCEC	Arena 2	\$100	\$200	Half/Full Day		
BCEC	Arena 3	\$75	\$150	Half/Full Day		

BCEC	Arena 1 or 2 Lights	\$25/Hour		Per Arena/Per Hour	
BCEC	Building B (Concrete Floor/Heated)	\$25	\$250	Hour/Full Day	
BCEC	Tack/Hay Room	\$20		Per Day	
BCEC	Horse Stalls	\$20		Per Day	
BCEC	Horse Stall w/Run	\$30		Per Day	
BCEC	Stall Bedding (Sawdust)	\$10		Per Bag	
BCEC	Walker Pad	\$15		Per Day	
BCEC	Cattle Panel (Setup Labor Additional \$)	\$5		Per Panel/Per Day	
<hr/>					
RV	Full Hookups (Water, Electricity, Sewer)	\$45		Per Day	
RV	Partial Hookups (Water & Electricity)	\$35		Per Day	
RV	Dry Camping	\$25		Per Day	
<hr/>					
Labor	Additional Labor Per Person/Per Hour	\$25		Per Hour	
<hr/>					
EQUIP	Water Truck w/Operator	\$100		Per Hour	
EQUIP	PA Systems	\$10		Per Hour	
EQUIP	Operator w/Equipment (Tractor, Backhoe, Skid Steer)	\$75		Per Hour	
EQUIP	Operator w/Motor Grader (Special Circumstances)	\$100		Per Hour	
EQUIP	Tractor, No Operator	\$50		Per Hour	
<hr/>					
VENDOR	Vendor Admission Fee (Inspection, Permit, Admin)	\$200	\$300	Per Day Non-Food/Per Day	
<hr/>					

ELECTRIC	Ground Rod Kit (If Needed for Generator)	\$50	Per Kit		
AMP	Amphitheater 60x25x30 (9,000 capacity)				
ITEMS TO BE NEGOTIATED BY CONTACT ONLY					
BCEC	Upper Arena & Grandstands (Seats 3,500)				
BCEC	Race Track				
BCEC	Elk Stage & Grass Area				
BCEC	Upper Office Spaces (3 Available)				
BCEC	Livestock Holding Pens				

BCRA

Indoor Arena	14 Days x 4 Hours = 56 Hours 5:00 p.m. - 9:00 p.m.	56 Hours x \$60 = \$3360.00
Tractor	Rental Fee \$100	14 Days x \$100 = \$1400.00
	Total Fees	\$4,760.00
Arena 1	14 Days x Half Days = 14 5:00 p.m. - 9:00 p.m.	14 Half Days x \$150.00 = \$2100.00
Tractor	Rental Fee \$100	14 Days x \$100 = \$1400.00
	Total Fees	\$3,500.00
	Total Fees	\$8,260.00
	Half price fee waiver requested	\$4,130.00
	Total to pay	\$4,130.00

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



ERNIE MOSER JEFF HOUGH JOHN CROWDER
Commissioner Commissioner Commissioner
1st District 2nd District 3rd District

AGENDA REQUEST FORM

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

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

Name/Department:

Buddy Romriell / Road and Bridge

Item to be considered/background:

Updated sales agreement price on new Kenworth T880.

How much time will be needed? Meeeting date requested:

5 minutes 2/27/25

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

YES NO

Have all supporting documents been included with this form?

YES NO

List of attendees:

Buddy Romriell, Kiel Burmester

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

Commissioner Office Only:

Date: 2/27/25 Time: _____



INVOICE

Kenworth Sales Company, Inc.

2555 Garrett Way
Pocatello, ID 83201-6126

kenworthsalesco.com

Invoice #: DE-04089
 Invoice Date: _____
 Invoice #: Cash
 Department: NewTrucks
 Salesperson: Logan Carr
 PO #: _____

Bill To: 16030
 BANNOCK COUNTY HIGHWAY DEPARTMENT
 5500 S 5TH
 POCATELLO ID 83205
 P:(208) 233-9591 | F:(208) 233-9641

Ship To:
 BANNOCK COUNTY HIGHWAY DEPARTMENT
 5500 S 5TH
 POCATELLO, ID 83205

*Previous Invoice
 Before the discounted
 Price.*

Stock#: SJ129887	VIN:1NKZLP0X0SJ129887	2025 Kenworth T880	Viking Body-UpFits	Price: \$181,549.50
FET	\$354.00	Tire Credit	\$354.00	\$118,600.00
				Per Unit: \$300,149.50
				Total Price \$300,149.50
				Documentation Fee \$200.00
				Total \$300,349.50

Sourcewell Contract # 060920-KTC

NEW VEHICLE SALE - The sold warranty applying to the Vehicle(s) are those offered by the manufacturer.

BANNOCK COUNTY HIGHWAY DEPARTMENT

Customer

Customer Signature

Date



2/12/25



INVOICE

Kenworth Sales Company, Inc.

2555 Garrett Way
Pocatello, ID 83201-6126

kenworthsalesco.com

Invoice #: DE-04089
 Invoice Date: _____
 Invoice #: Cash
 Department: NewTrucks
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Bill To: 16030
 BANNOCK COUNTY HIGHWAY DEPARTMENT
 5500 S 5TH
 POCATELLO ID 83205
 P:(208) 233-9591 | F:(208) 233-9641

Ship To:
 BANNOCK COUNTY HIGHWAY DEPARTMENT
 5500 S 5TH
 POCATELLO, ID 83205

Stock#: SJ129887	VIN:1NKZLP0X0SJ129887	2025 Kenworth T880	Price:	\$181,549.50
		Viking Body-UpFits		\$105,600.00
FET	\$354.00	Tire Credit	\$354.00	
			Per Unit:	\$287,149.50
			Total Price	\$287,149.50
			Documentation Fee	\$200.00
			Total	\$287,349.50

Sourcewell Contract # 060920-KTC

NEW VEHICLE SALE - The sold warranty applying to the Vehicle(s) are those offered by the manufacturer.

BANNOCK COUNTY HIGHWAY DEPARTMENT

Customer

2/27/25

Customer Signature Jeff Hough, Commissioner

Date

Dealer Signature

2/27/25

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



ERNIE MOSER
Commissioner
1st District

JEFF HOUGH
Commissioner
2nd District

KEN BULLOCK
Commissioner
3rd District

WORK SESSION REQUEST FORM

Work Sessions are held on Thursdays at 9:15 a.m., unless otherwise noticed.

Email this completed form and any supporting documents to
agendarequest@bannockcounty.us by noon on Monday prior to the scheduled meeting.

Name/Department:

Matthew K. Phillips / Human Resources

Concern/issue/question:

Challenges with managing work comp can include: complexity, employees seeking care at non-network providers, avoiding reporting or seeking care when prudent, seeking clinic care when first aid would suffice, completing forms timely, returning to work within 5 days to avoid wage loss claims and night/weekend/remote support.

Suggested solution?

Request approval to begin implementation of free, sifcare 24/7 Nurse Triage employee injury reporting service in conjunction with State Insurance Fund (work comp insurance) along with increasing first aid supplies, updating HR incident reporting SOP, and training managers & employees with a goal of an April 2025 implementation. Supervisors would call-in to 24/7 injury phone line, then employee would receive care & clinic directions from a nurse on the phone, and most forms completed by sifcare.

How much time will be needed for this issue? What meeting date is requested?

5-10 minutes

2/27/25

List of attendees:

Matthew K. Phillips, HR and Risk Management Director

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

Commissioner Office Only:

Date: 2/27/25 Time: _____



24/7 Nurse Triage Call Service for Non-Urgent Workplace Injuries

Always call 911 for emergencies or life-threatening injuries

30%

of Idaho callers were
able to return to work
without needing
medical care

Why use SIFCare for non-urgent workplace injuries?

- **Reduced Claims** – our nurses can advise and help resolve many issues without a trip to the doctor
- **Reduced Downtime** – fewer visits to medical facilities
- **24/7 Availability** – nurses are available 24/7 including overnight and holidays
- **Multiple Languages** – Translators for over 200 languages including Spanish
- **Begins the FROI Process** – Information gathered will be submitted to you and SIF to begin the First Report of Injury (FROI) process

Frequently Asked Questions

Who should place the call?

The supervisor should make the call. Once initiated, the nurse will speak with the injured worker privately. Ensure the injured worker has a quiet, private space to discuss medical information.

What information will the nurse need?

- The business's name and location
- The injured worker's name and job information
- Details about the cause and nature of the injury

What if symptoms get worse?

You may call SIFCare back or have the injured worker visit a medical facility, even if the nurse recommends on-site care.

Ready to get started?

Call SIF's Claims team (208) 332-2167

Have the following information ready:

- SIFCare contact for your organization
 - Including name, phone, email
- Preferred Provider for each business location
 - This information is optional, talk with our team if you don't have a preferred provider
- Don't have this information?
Contact us, we can help!

Local. Easy. Reliable.

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SIFCare, powered by Medcor

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



ERNIE MOSER
Commissioner
1st District

JEFF HOUGH
Commissioner
2nd District

KEN BULLOCK
Commissioner
3rd District

Business Meeting Agenda Request Form

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

Requestor Name:

Lacy Parker

Department:

Courts

Requestor Email:

jdye@idcourts.gov

Item(s) to be considered:

Per the attached Independent Contractor Agreement, Avertest is scheduled to vacate the Lander building and commence drug testing services at a new location on March 1, 2025. However, on February 19, Avertest notified us of construction delays at the new site.

After reviewing the situation with Commissioner Moser, I inquired whether Avertest would be willing to compensate the county for continued use of the facility in March. On February 24, they informed

Date of meeting being requested: Time requested:

02/27/2025 5 Minutes

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

Agreement

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

03/01/2025 09/30/2025

List of additional attendees:

Per the attached Independent Contractor Agreement, Avertest is scheduled to vacate the Lander building and commence drug testing services at a new location on March 1, 2025. However, on February 19, Avertest notified us of construction delays at the new site and requested an extension until April 1, 2025.

After reviewing the situation with Commissioner Moser, I inquired whether Avertest would be willing to compensate the county for continued use of the facility in March. On February 24, they informed us that they would not be able to provide compensation.

Given the importance of uninterrupted drug testing services for Treatment Court participants, we respectfully request that the commission consider granting an extension for Avertest's use of the facility until April 1, 2025.



Independent Contractor Agreement

Procurement Contract Number 2023.015

Project Name: Drug Testing Services

Contractor: Avertest, LLC

Amendment: #1

This Contract Amendment is entered into by Bannock County, a political subdivision of the State of Idaho, herein "COUNTY" and Avertest, LLC d/b/a Averhealth herein "PROVIDER". The effective date of the original contract is October 1, 2023.

THE PARTIES AGREE AS FOLLOWS:

1. PAYMENT: Effective March 1, 2025 the COUNTY agrees to pay PROVIDER \$16.00 per base panel drug test for their services rendered under this Agreement within forty-five (45) days from the receipt of complete invoice. The parties agree that PROVIDER will invoice COUNTY for payment under this Agreement for services rendered herein.

2. RIGHT OF CONTROL: On March 1, 2025 PROVIDER agrees to maintain and operate a Client Care Center (PCC) for specimen collections located in a PROVIDER-maintained space. Space will be mutually agreed upon prior to the beginning of testing services. PROVIDER agrees that their other contracts or services shall not interfere with the performance of their services under this Agreement.

PROVIDER agrees to operate the PCC for five (5) consecutive hours on weekdays and four (4) consecutive hours on random weekends/holidays per the random selection process. The PCC will be closed if random testing is not scheduled. PROVIDER will staff the PCC with personnel that are vetted via a criminal background check and drug test. PROVIDER will train personnel on how to collect required specimens and provide instruction regarding confidentiality of alcohol and drug testing information.

3. EFFECTIVE DATE: Contract amendment for said services rendered from date contract is fully executed through September 30, 2025. Agreement will automatically renew for an additional one-year term unless notice is provided by either party ninety (90) days prior to September 30th of the given agreement year.

THIS AGREEMENT is an amendment of the original contract between PROVIDER and COUNTY.

WHEREAS, the COUNTY desires to amend the original contract and;

WHEREAS, the PROVIDER has agreed to amend the original contract; and

The parties hereby agree that all other provisions of the original contract, with the exception of the amendments as provided herein, shall remain in force during the period covered by this Agreement.

DATED this 16th day of January, 2025.



Independent Contractor Agreement

Procurement Contract Number 2023.015

COUNTY:

BANNOCK COUNTY COMMISSIONERS

PROVIDER:

Avertest, LLC d/b/a Averhealth

A handwritten signature in black ink.

Ernie Moser, Chairman

By Dominique Delagnes
Dominique Delagnes

A handwritten signature in blue ink.

Jeff Hough, Commissioner
Chairman

Its Chief Executive Officer
(Title or Office)

A handwritten signature in blue ink.

Ken Bullock, Commissioner

WITNESS:

ATTEST:

A handwritten signature in blue ink.

Clerk of Bannock County

A handwritten signature in blue ink.

(Signature of Witness or Notary Public)