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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, March 13, 2025

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

Agenda:

- Matthew K. Phillips, Human Resources and Risk Management Director, requesting to discuss potential job title, description and kinds and levels updates within the Facilities Department with a 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)
- Diane Cano, Courts, requesting to dispose of a copier that is no longer working and too old to acquire components to fix (requested 5 minutes) (action item)
- Scott Crowther, Business Manager and Event Director, requesting approval of and signatures on (1) a fee waiver request from Pocatello Valley Montessori School; (2) fee reduction for the Chaparral practice; (3) rental agreement with HPC District 4 Rodeo; (4) rental agreement with District 8 Idaho High School & Jr. High Rodeo; (5) rental agreement for Mike Johnson Vegas Tuffest Qualifier Event, and; (6) contract with Highland High School/Bob Conley (requested 10 minutes) (action items)
- Wes Jones, Emergency Management, providing an Emergency Management update
- Kiel Burmester, Public Works, providing a Public Works update
- Fairboard – Quarterly update with the Bannock County Fair board (requested 20 minutes) (potential action item)
- Shanda Crystal, Procurement, providing a procurement update
- Ratify signature on subpoenas (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



ERNE 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:

Matthew K. Phillips

Department:

Human Resources

Requestor Email:

matthewp@bannockcounty.gov

Item(s) to be considered:

Discussion of potential job title, job description and kinds & level updates within Facilities department. Potential to enter executive session under personnel IC 74-206 (1) (a) and (b).

Date of meeting being requested:

03/13/2025

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:

Dan Kendall, Director of Facilities. Kristi Klauser, Comptroller.

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Requestor Name:

Diane Cano

Department:

District Court

Requestor Email:

dcano@bannock.idcourts.gov

Item(s) to be considered:

I'm requesting to dispose of a copier that's no longer in working condition and we can't acquire components needed because the age of the copier they no longer make them.

Date of meeting being requested:

03/13/2025

Time requested:

5 Minutes

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

No

Contract/Agreement Begin Date:

Contract/Agreement End Date:

List of additional attendees:

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Requestor Name:

Teri Jones

Department:

Event Center

Requestor Email:

tjones@bannockcounty.gov

Item(s) to be considered:

Pocatello Valley Montessori School wants fee waiver and use of walking path for 5k

Date of meeting being requested:

03/13/2025

Time requested:

5 Minutes

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

Contract

Contract/Agreement Begin Date:

05/10/2025

Contract/Agreement End Date:

List of additional attendees:

Scott Crowther, Chaney Nielsen, Teri Jones, & Shayla Beard



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) Pocatello Valley Montessori School
- Contact Name: (who will sign the contract) Shayla Beard Title: _____
- Mailing Address: 2121 Marigold St #7
- City: Pocatello State: ID Zip Code: 83201
- Cell Phone: 208-800-7033 Email: shaylakesler40@gmail.com

EVENT INFORMATION

- Event Name: Autism Awareness: A Run for Education Area Requested: Pavilion 3 and walking path
- Event Description: 5k run/walk Fundraiser for Education
- Event Date(s): April 26, 2025 May 10, 2025 Estimated Number of Attendees: 250 (not sure, first event)
- Event Start Time: 8 am Event End Time: 1 pm
- Additional Set-Up or Tear Down Days (if needed): none
- Paid Admission Event: YES NO Cost \$20 Event Open to the Public: YES NO
- 501(c)(3): YES NO Non-Profit Name: Pocatello Valley Education Inc Tax ID #: 47-3645756
- Will Alcohol Be Served/Consumed? YES NO (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 \$1,000,000.00 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: \$ \$100.00 (see attached page for fee schedule).--

Requesting a fee waiver

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 3/13/25

Jeff Hough, Chairman

_____ Date 3/13/25

Ernie Moser, Commissioner

By: _____ Date _____

_____ Date 3/13/25

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(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 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 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 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.

Date

Applicant

Print Name

ADDITIONAL EVENT INFORMATION

EVENT NAME: Autism Awareness - A Run for Education

DATE: 4-26-2025

TIME OF EVENT: 8 am - 1 pm

AREA: Pavilion #4

ADDITIONAL EVENT DETAILS:

Registration will begin at 9 am. The run will start at 10 am. Walkers will begin shortly after. This is not a timed event. Individuals are encouraged to show up anytime between 9 and 11:30 to run/walk. This should help the flow of traffic and reduce chaos. After they complete the race, they will be offered refreshments. We will have 2 info booths set up at the end and possibly a small prize table for kids. This should be a very simple set

Along the running trail, we would like to set up a water table (with a first-aid kit) every 1/2 mile. These tables would be check points to keep people where they should be. We will also have a few "this way" signs.

NOTES / DRAWINGS: The money for this event will go towards providing students from PVMS with a new water fountain, educational supplies or needs, extra teacher resources, autism awareness and food/dietary support, and the beginning of a playground addition for the children.

BANNOCK COUNTY COMMISSIONERS

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 Phone: (208) 236-7210 • Fax: (208) 232-7363



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 Commissioner
 1st District

JEFF HOUGH
 Commissioner
 2nd District

KEN BULLOCK
 Commissioner
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Business Meeting Agenda Request Form

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Requestor Name:

Teri Jones

Department:

Event Center

Requestor Email:

tjones@bannockcounty.gov

Item(s) to be considered:

Chaparrals are requesting a fee reduction

Date of meeting being requested:

03/13/2025

Time requested:

5 Minutes

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

Contract

Contract/Agreement Begin Date:

05/06/2025

Contract/Agreement End Date:

08/07/2025

List of additional attendees:

Scott Crowther, Chaney Nielsen, Teri Jones, & Norma Bunce



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) Chaparrals Practice
- Contact Name: (who will sign the contract) Teri Payne Title: President
- Mailing Address: 175 Poleline Ext #24
- City: Pocatello State: ID Zip Code: 83202
- Cell Phone: 208-540-1551 Email: teri-payne23@yahoo.com

EVENT INFORMATION

- Event Name: Chaparrals practice Area Requested: Arena 2
- Event Description: practice Drill & Parade on Tues game practice Thursday
- Event Date(s): Every Tues & Thurs starting May 6 to Aug 7 Estimated Number of Attendees: 20
- Event Start Time: 7 pm Event End Time: 9 pm
- Additional Set-Up or Tear Down Days (if needed): _____
- Paid Admission Event: YES _____ NO X Cost _____ Event Open to the Public: YES _____ 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 apparitions 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 \$ 1,000,000.00 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: \$2500. Requesting Half Price Fee Reduction to \$1250. (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 3/13/25

Jeff Hough, Chairman

_____ Date 3/13/25

By: _____ Date _____

Ernie Moser, Commissioner

_____ Date 3/13/25

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(I). 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 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.

3-4-2025

Date



Applicant

Teri Payne

Print Name

ADDITIONAL EVENT INFORMATION

EVENT NAME: Chaparrals Practice

DATE:

TIME OF EVENT: 7pm - 9pm

AREA: Arena 2

ADDITIONAL EVENT DETAILS:

please groom arena before event

in trade for fee reduction the group will clear around arenas & campground for 30 minutes each event night for a total of 12.50 hours

SPECIAL SET UP INSTRUCTIONS:

NOTES/DRAWINGS:

Chaparrals Practice 2025

Arena 2	25 Half Days x \$100 7:00 p.m. - 9:00 p.m.	25 x \$100 = \$2500
	Total Fees	\$2,500.00
	Total Fees	\$2,500.00
	Half price fee waiver requested	\$1,250.00
	Total to pay	\$1,250.00

In trade for the fee reduction the group will clean around arenas and campground for 30 minutes each event night for a total of 12.5 hours


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:

Teri Jones

Department:

Event Center

Requestor Email:

tjones@bannockcounty.gov

Item(s) to be considered:

HPC District 4 Rodeo is requesting Rental Agreement approval

Date of meeting being requested:

03/13/2025

Time requested:

5 Minutes

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

Agreement

Contract/Agreement Begin Date:

03/24/2025

Contract/Agreement End Date:

04/19/2025

List of additional attendees:

Scott Crowther, Chaney Nielsen, Teri Jones, & Tyler Jenkins

Bannock County Event Center Rental Agreement

This Rental Agreement is made by and between Bannock County, a political subdivision of the State of Idaho, (hereinafter referred to as "BANNOCK COUNTY") and HPC District 4 Rodeo, a Non-Profit Corporation.

THE PARTIES AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

1. NAME OF EVENT: HPC District 4 Rodeo
2. TERM OF AGREEMENT: The HPC District 4 Rodeo will commence on the following dates:
 - a. Indoor Arena: Practice March 24th, & March 31st, 2025
 - b. Elks Stage: Meeting & Photos April 1st, 2025
 - c. Indoor Arena: April 11th, April 12th, April 18th, & April 19th, 2025
 - d. Arena 1: April 11th, April 12th, April 18th, & April 19th, 2025
3. FEES: HPC District 4 Rodeo shall pay BANNOCK COUNTY a fee of \$1,200.00 for the use of the facility commencing in 2025.
4. PAYMENT: The entire balance owing shall be paid to BANNOCK COUNTY at least seven (7) days prior to the scheduled Event.
5. FACILITIES: HPC District 4 Rodeo shall have exclusive access and use of the following facilities at the Event Center: Grandstands, Upper Arena, Bannock County's announcer's booth, Bannock County's PA system, Bannock County's ticket booth, Building B, Indoor Arena, and Arena 1. Nothing contained herein shall contemplate the use or control of areas and/or structures yet to be developed or erected.
 - a. RV SITE: BANNOCK COUNTY shall be responsible for the collection of any rent/fee they deem proper for use of the Old RV Park and the New RV Park and BANNOCK COUNTY will receive all the revenue. HPC District 4 Rodeo shall be responsible for complying with applicable state, local, and federal laws or regulations. BANNOCK COUNTY will unlock power boxes and allow access to water supply for use during this Event. HPC District 4 Rodeo shall notify the Event Center staff of any maintenance needs as they may arise.
 - b. HORSE STALLS: BANNOCK COUNTY shall be responsible for the collection of any rent/fee they deem proper for use of the Horse Stalls. HPC District 4

Rodeo shall be responsible for complying with applicable state, local, and federal laws or regulations. HPC District 4 Rodeo shall be responsible for scheduling and cleaning the stalls. HPC District 4 Rodeo shall place the manure/shavings outside each stall so Bannock County can dispose of the same. BANNOCK COUNTY will ensure the stalls are functional and in good repair prior to the Event.

6. CONCESSIONS: Concessions will be the sole responsibility of HPC. Concessioners will be responsible to follow all food, health, and safety regulations.
7. SPONSORSHIPS: BANNOCK COUNTY recognizes the right of HPC District 4 Rodeo to obtain and display Sponsorships for this Event. No discriminatory, vulgar or offensive advertising of any kind shall be permitted on Bannock County property. Additionally, BANNOCK COUNTY has current and ongoing independent sponsorships displayed in certain areas at the Facilities to be used. HPC District 4 Rodeo shall in no way obstruct or hinder from view, any sponsorships BANNOCK COUNTY may currently have displayed at the time of the Event.
8. EQUIPMENT USE: BANNOCK COUNTY shall provide HPC District 4 Rodeo a County tractor to work the arena during the performances. HPC District 4 Rodeo shall provide a tractor driver to use the County tractor during these times. HPC District 4 Rodeo shall sign a County provided waiver prior to any use of the tractor. HPC District 4 Rodeo is responsible for providing a qualified, experienced tractor driver, and will represent the same upon signing the waiver. No other BANNOCK COUNTY equipment shall be used by HPC District 4 Rodeo, its agents, officers, employees, volunteers or patrons without the express written permission of BANNOCK COUNTY, along with a signed waiver.
9. MISCELLANEOUS TERMS AND CONDITIONS:
 - a. HPC District 4 Rodeo 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 use beyond normal wear and tear.
 - b. Use of the Facilities shall be in accord with applicable state, local, and federal laws and regulations.
 - c. Approval must be obtained for the erection of buildings, tents, enclosures, structures, signs outdoor; no nails, paint or anything to walls; no tape on concrete floors.
 - d. All temporary structures, forms, booths, etc., shall be removed within 24 hours of Event.

- e. Security is the responsibility of HPC District 4 Rodeo at its own expense as is deemed necessary for protection of valuable displays and buildings during the Event. Day and night.
10. INSURANCE: HPC District 4 Rodeo shall provide a Certificate of Liability Insurance naming BANNOCK COUNTY and agents as additionally insured in a \$1,000,000 combined single limit policy, which shall be delivered to the Bannock County Event Center Office ten (10) days prior to the Event.
 11. HAZARDOUS ACTIVITY: HPC District 4 Rodeo recognizes this Event has activities which carry inherent risk or injury, property destruction or death. As such, HPC District 4 Rodeo shall obtain waivers and/or releases of liability from any and all participants in the activities. Said waivers shall contain, at a minimum, language contained Paragraph 1 1 (a). Said waivers are subject to the approval of BANNOCK COUNTY prior to use of the Facilities. Copies of signed waivers shall be provided to BANNOCK COUNTY upon request. This requirement does not, in any way, abrogate the requirement for indemnification contained herein, abrogate the invocation of sovereign immunity herein, eliminate the requirement by the County for proof of sufficient insurance, nor abrogate any defenses or immunities provided by law.
 - a. HPC District 4 Rodeo 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 any participation in the above described activity or event.
 12. WARRANTIES: There are no express or implied warranties provided by BANNOCK COUNTY. HPC District 4 Rodeo, in executing this agreement, is relying upon its own judgement, information, and inspection of the property.
 13. ENTRY BY BANNOCK COUNTY: BANNOCK COUNTY shall have the right to enter the Facilities at any time to examine the same and determine proper use and compliance with this Agreement.
 14. ASSIGNMENT OR SUBLETTING PROHIBITED: HPC District 4 Rodeo shall not assign this rental agreement nor sublet the whole or any part thereof without the written consent of BANNOCK COUNTY, except as authorized in this agreement in Paragraph 5(b), Horse Stalls.
 15. TERMINATION: This Agreement may be terminated at any time by either party, if the other party materially breaches any of its representations, warranties or obligations under this Agreement. In the event of such breach, and prior to terminating, the party alleging any breach must notify the other party, in writing, and state the nature of the breach, giving the breaching party an opportunity to

cure. The time-period for the opportunity to cure shall be reasonable given the nature and timing of the alleged breach. Except as may be otherwise provided in this Agreement, such breach by either party will result in the other party being responsible to reimburse the non-defaulting party for all costs incurred directly as a result of the breach of this Agreement, and shall be subject to such damages as may be allowed by law including all attorneys' fees and costs of enforcing this Agreement.

16. GOOD FAITH: BANNOCK COUNTY and HPC District 4 Rodeo shall continue to engage in good-faith communication and negotiation during the term of this agreement to help keep costs low for use by HPC District 4 Rodeo, while also contemplating the actual costs to BANNOCK COUNTY.
17. ENTIRE AGREEMENT: This is the entire agreement of the parties and can only be modified or amended in writing by the parties.
18. ATTORNEY FEES: If action is brought to enforce the terms or provisions of this lease or to enforce forfeiture for default or to collect damages for breach, the prevailing party in such action shall be entitled to recover from the losing party reasonable attorney fees together with costs authorized by law.
19. NOTICES: Any notice required under this Agreement may be served upon BANNOCK COUNTY by hand delivery or USPS First-Class Mail, to Bannock County Event Center Office at 10588 Fairgrounds Road, Pocatello, ID 83201, and any notice may be served upon Casey Thompson by hand delivery or USPS First Class Mail to District 4 High School Rodeo, 11290 W. Philbin Road, Pocatello, ID 83202. Service of a notice by US Mail shall be deemed complete upon the date of the postmark by US Mail. Either party may change the address for services of notice by written notice to the other party

DATED this _____ day of _____ 2025.

BANNOCK COUNTY

By: _____ Date _____

BANNOCK COUNTY BOARD OF COMMISSIONERS

_____ Date 3/13/25
Jeff Hough, Chairman

_____ Date 3/13/25
Ernie Moser, Commissioner

_____ Date 3/13/25
Ken Bullock, Commissioner

HPC DISTRICT 4 RODEO

Casey Thompson, President


BANNOCK COUNTY COMMISSIONERS

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

ERNE 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:

Teri Jones

Department:

Event Center

Requestor Email:

tjones@bannockcounty.gov

Item(s) to be considered:

District 8 Idaho High School & Jr. High Rodeo is requesting Rental Agreement approval

Date of meeting being requested:

03/13/2025

Time requested:

5 Minutes

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

Agreement

Contract/Agreement Begin Date:

04/25/2025

Contract/Agreement End Date:

05/03/2025

List of additional attendees:

Scott Crowther, Chaney Nielsen, Teri Jones, & Quinn Romrell & Lynette Smith

Bannock County Event Center Rental Agreement

This Rental Agreement is made by and between Bannock County, a political subdivision of the State of Idaho, (hereinafter referred to as "BANNOCK COUNTY") and District 8 Idaho High School & Jr. High Rodeo, a Non-Profit Corporation.

THE PARTIES AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

1. **NAME OF EVENT:** District 8 Idaho High School & Jr. High Rodeo
2. **DATE(S) OF EVENT:** District 8 Idaho High School & Jr. High Rodeo will abide by all contractual agreements and requirements. The 2025 District 8 Idaho High School & Jr. High Rodeo will be held on April 25, and 26, 2025, and May 2, and 3, 2025
3. **FEES:** District 8 Idaho High School & Jr. High Rodeo shall pay BANNOCK COUNTY a fee of **\$920.00** for the use of the facility commencing in 2025.
4. **PAYMENT:** The entire balance owing shall be paid to BANNOCK COUNTY at least seven (7) days prior to the scheduled Event.
5. **FACILITIES:** District 8 Idaho High School & Jr. High Rodeo shall have exclusive access and use of the following facilities at the Event Center: Indoor Arena, Tractor, PA System, and Box Office. Nothing contained herein shall contemplate the use or control of areas and/or structures yet to be developed or erected.
6. **RV SITE:** BANNOCK COUNTY shall be responsible for the collection of any rent/fee they deem proper for use of the South RV Park and the North RV Park and BANNOCK COUNTY will receive all the revenue. District 8 Idaho High School & Jr. High Rodeo shall be responsible for complying with applicable state, local, and federal laws or regulations. BANNOCK COUNTY will unlock power boxes and allow access to water supply for use during this Event. District 8 Idaho High School & Jr. High Rodeo shall notify the Event Center staff of any maintenance needs as they may arise.
7. **HORSE STALLS:** BANNOCK COUNTY shall be responsible for the collection of any rent/fee they deem proper for use of the Horse Stalls. District 8 Idaho High School & Jr. High Rodeo shall be responsible for complying with applicable state, local, and federal laws or regulations. District 8 Idaho High School & Jr. High Rodeo shall be responsible for scheduling and cleaning the stalls. District 8 Idaho High School & Jr. High Rodeo shall place the manure/shavings outside each stall so Bannock County can dispose of the same. BANNOCK COUNTY will ensure the stalls are functional and in good repair prior to the Event.

8. **SPONSORSHIPS:** BANNOCK COUNTY recognizes the right of District 8 Idaho High School & Jr. High Rodeo to obtain and display Sponsorships for this Event. No discriminatory, vulgar or offensive advertising of any kind shall be permitted on Bannock County property. Additionally, BANNOCK COUNTY has current and ongoing independent sponsorships displayed in certain areas at the Facilities to be used. District 8 Idaho High School & Jr. High Rodeo shall in no way obstruct or hinder from view, any sponsorships BANNOCK COUNTY may currently have displayed at the time of the Event.
9. **CONCESSIONS:** Concessions located at the Bannock County Event Center will be operated and maintained by the BANNOCK COUNTY staff with BANNOCK COUNTY receiving 100% of the profit AFTER costs of operation, food, etc. are covered.
10. **FOOD TRUCKS/VENDORS:** District 8 Idaho High School & Jr. High Rodeo will be allowed to have up to three (3) food trucks/vendors. Food trucks/vendors will be required to have all certified inspections BEFORE entering onto the property of Bannock County, this includes but is not limited to a fire inspection, an electrical inspection, and a Food Safety certification provided from Southeastern Idaho Public Health. Food trucks/vendors will be responsible for all costs regarding inspections and will report said documents and fees to BANNOCK COUNTY'S staff BEFORE the event. NOTE: Overnight camping for food trucks/vendors will be permitted in RV park. Standard rates will apply. Food trucks/vendors will not be allowed to park on BANNOCK COUNTY'S grass areas, but only designated areas approved by BANNOCK COUNTY'S staff.
11. **EQUIPMENT USE:** BANNOCK COUNTY shall provide District 8 Idaho High School & Jr. High Rodeo a County tractor to work the arena during the performances. District 8 Idaho High School & Jr. High Rodeo shall provide a tractor driver to use the County tractor during these times. District 8 Idaho High School & Jr. High Rodeo shall sign a County provided waiver prior to any use of the tractor. District 8 Idaho High School & Jr. High Rodeo is responsible for providing a qualified, experienced tractor driver, and will represent the same upon signing the waiver. No other BANNOCK COUNTY equipment shall be used by District 8 Idaho High School & Jr. High Rodeo, its agents, officers, employees, volunteers or patrons without the express written permission of BANNOCK COUNTY, along with a signed waiver.
12. **MISCELLANEOUS TERMS AND CONDITIONS:**
 - a. District 8 Idaho High School & Jr. High Rodeo 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 use.

- b. Use of the Facilities shall be in accord with applicable state, local and federal laws and regulations.
 - c. Approval must be obtained for the erection of buildings, tents, enclosures, structures, signs outdoor; no nails, paint or anything to walls; no tape on concrete floors.
 - d. All temporary structures, forms, booths, etc., shall be removed within 24 hours of Event.
 - e. Security is the responsibility of DISTRICT 8 HIGH SCHOOL & JR. HIGH RODEO at its own expense as is deemed necessary for protection of valuable displays and buildings during the Event, day and night.
13. **INSURANCE:** District 8 Idaho High School & Jr. High Rodeo shall provide a Certificate of Liability Insurance naming BANNOCK COUNTY and agents as additionally insured in a \$1,000,000 combined single limit policy, which shall be delivered to the Bannock County Event Center Office ten (10) days prior to the Event.
14. **HAZARDOUS ACTIVITY:** District 8 Idaho High School & Jr. High Rodeo recognizes this Event has activities which carry inherent risk or injury, property destruction or death. As such, District 8 Idaho High School & Jr. High Rodeo shall obtain waivers and/or releases of liability from any and all participants in the activities. Said waivers shall contain, at a minimum, language contained Paragraph 14(a). Said waivers are subject to the approval of BANNOCK COUNTY prior to use of the Facilities. Copies of signed waivers shall be provided to BANNOCK COUNTY upon request. This requirement does not, in any way, abrogate the requirement for indemnification contained herein, abrogate the invocation of sovereign immunity herein, eliminate the requirement by the County for proof of sufficient insurance, nor abrogate any defenses or immunities provided by law.
- a. District 8 Idaho High School & Jr. High Rodeo 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 any participation in the above described activity or event.
15. **WARRANTIES:** There are no express or implied warranties provided by BANNOCK COUNTY. District 8 Idaho High School & Jr. High Rodeo, in executing this agreement, is relying upon its own judgement, information, and inspection of the property.
16. **ENTRY BY BANNOCK COUNTY:** BANNOCK COUNTY shall have the right to enter the Facilities at any time to examine the same and determine proper use and compliance with this Agreement.

17. **ASSIGNMENT OR SUBLETTING PROHIBITED:** District 8 Idaho High School & Jr. High Rodeo shall not assign this rental agreement nor sublet the whole or any part thereof without the written consent of BANNOCK COUNTY.
18. **TERMINATION:** This Agreement may be terminated at any time by either party, if the other party materially breaches any of its representations, warranties or obligations under this Agreement. In the event of such breach, and prior to terminating, the party alleging any breach must notify the other party, in writing, and state the nature of the breach, giving the breaching party an opportunity to cure. The time-period for the opportunity to cure shall be reasonable given the nature and timing of the alleged breach. Except as may be otherwise provided in this Agreement, such breach by either party will result in the other party being responsible to reimburse the non-defaulting party for all costs incurred directly as a result of the breach of this Agreement, and shall be subject to such damages as may be allowed by law including all attorneys' fees and costs of enforcing this Agreement.
19. **GOOD FAITH:** BANNOCK COUNTY and District 8 Idaho High School & Jr. High Rodeo shall continue to engage in good-faith communication and negotiation during the term of this agreement to help keep costs low for use by District 8 Idaho High School & Jr. High Rodeo, while also contemplating the actual costs to BANNOCK COUNTY.
20. **ENTIRE AGREEMENT:** This is the entire agreement of the parties and can only be modified or amended in writing by the parties.
21. **ATTORNEY FEES:** If action is brought to enforce the terms or provisions of this lease or to enforce forfeiture for default or to collect damages for breach, the prevailing party in such action shall be entitled to recover from the losing party reasonable attorney fees together with costs authorized by law.
22. **NOTICES:** Any notice required under this Agreement may be served upon BANNOCK COUNTY by hand delivery or USPS First-Class Mail, to Bannock County Event Center Office at 10588 Fairgrounds Road, Pocatello, ID 83201, and any notice may be served upon District 8 Idaho High School & Jr. High Rodeo by hand delivery or USPS First-Class Mail to Lynette Smith, 342 Smith Lane, Montpelier, ID 83254. Service of a notice by US Mail shall be deemed complete upon the date of the postmark by US Mail. Either party may change the address for services of notice by written notice to the other party.

DATED this _____ day of _____ 2025.

BANNOCK COUNTY

By: _____ Date _____

BANNOCK COUNTY BOARD OF COMMISSIONERS

_____ Date 3/13/25
Jeff Hough, Chairman

_____ Date 3/13/25
Ernie Moser, Commissioner

_____ Date 3/13/25
Ken Bullock, Commissioner

DISTRICT 8 IDAHO HIGH SCHOOL & JR. HIGH RODEO

Quinn Romrell, President

District 8 Idaho High School & Jr. High Rodeo 2025

Indoor Arena	4 Days x 6 Hours = 24 Hours x \$60 4:00 p.m. - 10:00 p.m.	\$1,440.00
Tractor Rental	\$100 x 4 Days	\$400.00
	Total Fees	\$1,840.00
	Half price fee waiver requested	\$920.00
	Total to pay	\$920.00

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:

Teri Jones

Department:

Event Center

Requestor Email:

tjones@bannockcounty.gov

Item(s) to be considered:

Mike Johnson Vegas Tuffest Qualifier Event is requesting Rental Agreement Approval

Date of meeting being requested:

03/13/2025

Time requested:

5 Minutes

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

Agreement

Contract/Agreement Begin Date:

06/06/2025

Contract/Agreement End Date:

06/06/2025

List of additional attendees:

Scott Crowther, Chaney Nielsen, Teri Jones, Lynette Smith & Mike Johnson

Bannock County Event Center Rental Agreement

This Rental Agreement is made by and between Bannock County, a political subdivision of the State of Idaho, (hereinafter referred to as "BANNOCK COUNTY") and Mike Johnson Vegas Tuffest Qualifier Event.

THE PARTIES AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

1. **NAME OF EVENT:** Mike Johnson Vegas Tuffest Qualifier Event
2. **DATE(S) OF EVENT:** The above referenced Event is held once per year. The Mike Johnson Vegas Tuffest Qualifier event to be held on June 6, 2025.
3. **FEES:** Mike Johnson Vegas Tuffest Qualifier's shall pay BANNOCK COUNTY a fee of **\$600.00** for the use of the Grandstands, Upper Arena, and tractor. This fee includes allowing (1) outside vendor access and use of the facility.
4. **PAYMENT:** The entire balance owing shall be paid to BANNOCK COUNTY at least seven (7) days prior to the scheduled Event.
5. **FACILITIES:** Mike Johnson Vegas Tuffest Qualifier's shall have exclusive access and use of the following facilities at the Event Center: Bannock County's Upper Arena, Bannock County's Grandstands, Bannock County's announcer's booth, Bannock County's PA system, Bannock County's ticket booth, and Bannock County's tractor. Nothing contained herein shall contemplate the use or control of areas and/or structures yet to be developed or erected.
 - a. **RV SITE:** BANNOCK COUNTY will receive all the revenue from the old and new RV park. Mike Johnson Vegas Tuffest Qualifier's shall be responsible for complying with applicable state, local, and federal laws or regulations. BANNOCK COUNTY will unlock power boxes and allow access to water supply for use during this Event. Mike Johnson Vegas Tuffest Qualifier's shall notify the Event Center staff of any maintenance needs as they may arise.
 - b. **HORSE STALLS:** BANNOCK COUNTY shall be responsible for the collection of any rent/fee they deem proper for use of the Horse Stalls; which agreement shall be solely between BANNOCK COUNTY and the user. Mike Johnson Vegas Tuffest Qualifier's shall be responsible for complying with applicable state, local, and federal laws or regulations. BANNOCK COUNTY shall be responsible for scheduling and cleaning the stalls. BANNOCK COUNTY will ensure the stalls are functional and in good repair prior to the Event.

6. **VENDORS:** Mike Johnson Vegas Tuffest Qualifier's recognize BANNOCK COUNTY'S right to charge fees for outside Vendors. In consideration of waiving this right, Mike Johnson Vegas Tuffest Qualifier's is paying a fee to Bannock County with terms contained in Paragraph 3 of this Agreement. Mike Johnson Vegas Tuffest Qualifier's shall be responsible for complying with applicable state, local, and federal laws or regulations.
7. **CONCESSIONS:** Concessions located at the Bannock County Event Center will be maintained by BANNOCK COUNTY'S staff. BANNOCK COUNTY will receive 100% of concession sales AFTER costs of operation, food, etc. are covered.
8. **FOOD TRUCKS/VENDORS:** Mike Johnson Vegas Tuffest Qualifier's will be allowed to have one (1) food truck/vendor. Food truck/vendor will be required to have all certified inspections BEFORE entering onto the property of Bannock County, this includes but is not limited to a fire inspection, an electrical inspection, and a Food Safety certification provided from Southeastern Idaho Public Health. Food truck/vendor will be responsible for all costs regarding inspections and will report said documents and fees to the BANNOCK COUNTY'S staff BEFORE the event. NOTE: Overnight camping for food truck/vendor will be permitted in RV park. Standard rates will apply. Food truck/vendor will not be allowed to park on BANNOCK COUNTY grass areas, but only designated areas approved by the BANNOCK COUNTY'S staff.
9. **SPONSORSHIPS:** BANNOCK COUNTY recognizes the right of Mike Johnson Vegas Tuffest Qualifier's to obtain and display Sponsorships for this Event. No discriminatory, vulgar or offensive advertising of any kind shall be permitted on Bannock County property. Additionally, BANNOCK COUNTY has current and ongoing independent sponsorships displayed in certain areas at the Facilities to be used. Mike Johnson Vegas Tuffest Qualifier's shall in no way obstruct or hinder from view, any sponsorships BANNOCK COUNTY may currently have displayed at the time of the Event.
10. **EQUIPMENT USE:** BANNOCK COUNTY shall provide Mike Johnson Vegas Tuffest Qualifier's a County tractor to work the arena during the performances. Mike Johnson Vegas Tuffest Qualifier's shall provide a tractor driver to use the County tractor during these times. Mike Johnson Vegas Tuffest Qualifier's shall sign a County provided waiver prior to any use of the tractor. Mike Johnson Vegas Tuffest Qualifier's is responsible for providing a qualified, experienced tractor driver, and will represent the same upon signing the waiver. No other BANNOCK COUNTY equipment shall be used by Mike Johnson Vegas Tuffest Qualifier's, its agents, officers, employees, volunteers or patrons without the express written permission of BANNOCK COUNTY, along with a signed waiver.

11. MISCELLANEOUS TERMS AND CONDITIONS:

- a. Mike Johnson Vegas Tuffest Qualifiers are 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 use.
- b. Use of the Facilities shall be in accord with applicable state, local and federal laws and regulations.
- c. Approval must be obtained for the erection of buildings, tents, enclosures, structures, signs outdoor; no nails, paint or anything to walls; no tape on concrete floors.
- d. All temporary structures, forms, booths, etc., shall be removed within 24 hours of Event.
- e. Security is the responsibility of Mike Johnson Vegas Tuffest Qualifier's at its own expense as is deemed necessary for protection of valuable displays and buildings during the Event, day and night.

12. **INSURANCE:** Mike Johnson Vegas Tuffest Qualifier's shall provide a Certificate of Liability Insurance naming BANNOCK COUNTY and agents as additionally insured in a \$1,000,000 combined single limit policy, which shall be delivered to the Bannock County Event Center Office ten (10) days prior to the Event.

13. **HAZARDOUS ACTIVITY:** Mike Johnson Vegas Tuffest Qualifier's recognize this Event has activities which carry inherent risk or injury, property destruction or death. As such, Mike Johnson Vegas Tuffest Qualifier's shall obtain waivers and/or releases of liability from any and all participants in the activities. Said waivers shall contain, at a minimum, language contained Paragraph 13(a). Said waivers are subject to the approval of BANNOCK COUNTY prior to use of the Facilities. Copies of signed waivers shall be provided to BANNOCK COUNTY upon request. This requirement does not, in any way, abrogate the requirement for indemnification contained herein, abrogate the invocation of sovereign immunity herein, eliminate the requirement by the County for proof of sufficient insurance, nor abrogate any defenses or immunities provided by law.

- a. Mike Johnson Vegas Tuffest Qualifier's 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 any participation in the above described activity or event.

14. **WARRANTIES:** There are no express or implied warranties provided by BANNOCK COUNTY. Mike Johnson Vegas Tuffest Qualifier's, in executing this

agreement, is relying upon its own judgement, information, and inspection of the property.

15. **ENTRY BY BANNOCK COUNTY:** BANNOCK COUNTY shall have the right to enter the Facilities at any time to examine the same and determine proper use and compliance with this Agreement.
16. **ASSIGNMENT OR SUBLETTING PROHIBITED:** Mike Johnson Vegas Tuffest Qualifier's shall not assign this rental agreement nor sublet the whole or any part thereof without the written consent of BANNOCK COUNTY.
17. **TERMINATION:** This Agreement may be terminated at any time by either party, if the other party materially breaches any of its representations, warranties or obligations under this Agreement. In the event of such breach, and prior to terminating, the party alleging any breach must notify the other party, in writing, and state the nature of the breach, giving the breaching party an opportunity to cure. The time-period for the opportunity to cure shall be reasonable given the nature and timing of the alleged breach. Except as may be otherwise provided in this Agreement, such breach by either party will result in the other party being responsible to reimburse the non-defaulting party for all costs incurred directly as a result of the breach of this Agreement, and shall be subject to such damages as may be allowed by law including all attorneys' fees and costs of enforcing this Agreement.
18. **GOOD FAITH:** BANNOCK COUNTY and Mike Johnson Vegas Tuffest Qualifier's shall continue to engage in good-faith communication and negotiation during the term of this agreement to help keep costs low for use by Mike Johnson Vegas Tuffest Qualifier's, while also contemplating the actual costs to BANNOCK COUNTY.
19. **ENTIRE AGREEMENT:** This is the entire agreement of the parties and can only be modified or amended in writing by the parties.
20. **ATTORNEY FEES:** If action is brought to enforce the terms or provisions of this lease or to enforce forfeiture for default or to collect damages for breach, the prevailing party in such action shall be entitled to recover from the losing party reasonable attorney fees together with costs authorized by law.
21. **NOTICES:** Any notice required under this Agreement may be served upon BANNOCK COUNTY by hand delivery or USPS First-Class Mail, to Bannock County Event Center Office at 10588 Fairgrounds Road, Pocatello, ID 83201, and any notice may be served upon Mike Johnson Vegas Tuffest Qualifier's by hand delivery or USPS First-Class Mail to Lynette Smith, 342 Smith Lane, Montpelier, ID 83254. Service of a notice by US Mail shall be deemed complete upon the date

of the postmark by US Mail. Either party may change the address for services of notice by written notice to the other party.

DATED this _____ day of _____, 2025.

BANNOCK COUNTY

By: _____ Date _____

BANNOCK COUNTY BOARD OF COMMISSIONERS

_____ Date 3/13/25
Jeff Hough, Chairman

_____ Date 3/13/25
Ernie Moser, Commissioner

_____ Date 3/13/25
Ken Bullock, Commissioner

MIKE JOHNSON VEGAS TUFFEST QUALIFIER EVENT

Lynette Smith, Secretary


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

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Requestor Name:

Teri Jones

Department:

Event Center

Requestor Email:

tjones@bannockcounty.gov

Item(s) to be considered:

HHS/Bob Conley Invitational Cross-Country Meet is requesting contract approval

Date of meeting being requested:

03/13/2025

Time requested:

5 Minutes

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

Contract

Contract/Agreement Begin Date:

10/02/2025

Contract/Agreement End Date:

10/02/2025

List of additional attendees:

Scott Crowther, Chaney Nielsen, Teri Jones, Doug Hopster & Travis Bell



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 Fax: 208-237-4758

Payment Received: _____	
Insurance Received: _____	
Permits Received: _____	
501(c) Received: _____	
<u>RecDesk</u>	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) Highland High School / Bob Conley Invitational
- Contact Name: (who will sign the contract) Doug Hopster Title: meet Director
- Mailing Address: 1800 Bench Road, ~~PO~~
- City: Pocatello State: Idaho Zip Code: 83201
- Cell Phone: (208) 269-0648 Email: douglas.hopster@yahoo.com

EVENT INFORMATION

- Event Name: Bob Conley Invitational Area Requested: Perimeter Championship/soocer fields
- Event Description: Cross Country Meet
- Event Date(s): Oct 2nd Estimated Number of Attendees: 2500
- Event Start Time: _____ Event End Time: _____
- Additional Set-Up or Tear Down Days (if needed): Oct 1st set up
- Paid Admission Event: YES XX NO _____ Cost _____ Event Open to the Public: YES _____ NO _____
- 501(c)(3): YES XX NO _____ Non-Profit Name: School District 25 Tax ID #: 000027253-5
- Will Alcohol Be Served/Consumed? YES _____ NO XX (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 apparitions 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: \$ 500,00 (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 _____ Date 3/13/25

BANNOCK COUNTY

Jeff Hough, Chairman

_____ Date 3/13/25

By: _____ Date _____

Ernie Moser, Commissioner

_____ Date 3/13/25

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(I). 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 on1y 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 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.

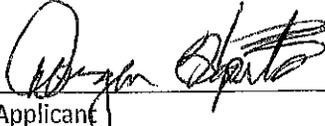
W. Third Party Beneficiary. The parties do not intend to create in any other individual or entity the status of third-party beneficiary and this Application and Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this contract shall operate only 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.

2/19/25
Date


Applicant

Douglas Hopster
Print Name

ADDITIONAL EVENT INFORMATION

EVENT NAME: Bob Conley Invitational

DATE: Oct 2nd, ~~2025~~ 2025

TIME OF EVENT: 8:00 A.M. - 6:00 P.M.

AREA: Perimeter Soccer/Championship fields, #2 pavilion

ADDITIONAL EVENT DETAILS:

SPECIAL SET UP INSTRUCTIONS:
Set up on Oct 1st.

NOTES/DRAWINGS:

We would like to waive fees and charge a \$5 per vehicle parking fee to cover the cost of the event. The Highland Cross Country team will do service projects to help cover the fee.

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

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Requestor Name:

Wes Jones

Department:

Emergency Management

Requestor Email:

wesj@bannockcounty.gov

Item(s) to be considered:

Providing a Quarterly update

Date of meeting being requested:

03/13/2025

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:


BANNOCK COUNTY COMMISSIONERS

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

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 Commissioner
 1st District

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Requestor Name:

Kiel Burmester

Department:

Public Works

Requestor Email:

kielb@bannockcounty.gov

Item(s) to be considered:

Providing a monthly Public Works update

Date of meeting being requested:

03/13/2025

Time requested:

10 Minutes

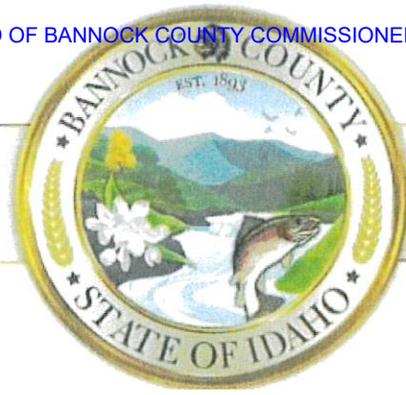
Does the request involve a contract, agreement, external funding, or award acceptance?

No

Contract/Agreement Begin Date:

Contract/Agreement End Date:

List of additional attendees:



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

ERNIE MOSER
Commissioner
1st District

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3rd District

AGENDA REQUEST FORM

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

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

Name/Department:

Bannock County Fairgrounds

Item to be considered/background:

Quarterly update with the BC Fair Board and The Commissioners

How much time will be needed? Meeting date requested:

20 minutes

3/13/25

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:

Jamie Pehrson, Alex Hauser, Dlyn Moser-Evans, Cody Miller, Zachary Dame, Wyatt H

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

Commissioner Office Only:
Date: 3/13/25 Time: _____

BANNOCK COUNTY COMMISSIONERS

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



ERNIE MOSER
 Commissioner
 1st District

JEFF HOUGH
 Commissioner
 2nd District

KEN BULLOCK
 Commissioner
 3rd District

AGENDA REQUEST FORM

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

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

Name/Department:

Shanda Crystal/Chief Procurement Officer

Item to be considered/background:

Request to discuss a procurement update.

How much time will be needed? Meeting date requested:

5 minutes

3/13/25

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

YES NO

Have all supporting documents been included with this form?

YES NO

List of attendees:

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

Commissioner Office Only:

Date: _____ Time: _____

		Bids in progress	Active Bids	Closed Bids	Projects in progress	Projects Completed
3/13/2025		7	1	7	0	7
Active	Department	Description	Budget Allocated	Status Update	Procurement Metrics	
In Progress	Road & Bridge	Chip Seal Aggregate	\$	Weighing piggyback vs. bidding out options		
In Progress	Road & Bridge	Hot Mix Asphalt	\$	Reviewing potential piggyback options		
In Progress	Road & Bridge	Road Striping & Paint	\$	Drafting bid		
In Progress	Detention Center	Diesel Generator/Fuel Tank	\$300,000 Project total	Reviewing potential piggyback on Sourcewell contract with Western States CAT		
In Progress	Road & Bridge	Road Oil	\$	Reviewing potential piggyback options		
In Progress	Road & Bridge	Guardrails	\$	Weighing piggyback vs. bidding out options		
In Progress	Public Works	Engineer Pool		Team is reviewing possibilities for ways to award contract		
Yes	Detention Center	Diesel Generator Installation	\$300,000 Project total	3/11 Addendum #1 issued; 3/3 issued ITB to pre-qualified contractors		
No	Road & Bridge	Magnesium Chloride	\$170,000	3/7 approved piggyback PCHD contract with Road Solutions, LLC; Reviewing potential piggyback on Power County Highway District		
No	Noxious Weed	Noxious Weed Chemicals	\$190,000	2/20 approved piggyback state contract with Wilbur Ellis; Reviewing potential piggyback on State of Idaho contract		
No	Public Works	Bulk County Fuel	\$900,000 FY25-26	1/31 bids due; 1/23 issued addendum #1; 1/17 questions due; 1/4 & 1/11 published in ISJ		

* Project in progress


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 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:

Kristi Davenport

Department:

Commission

Requestor Email:

kristid@bannockcounty.us

Item(s) to be considered:

Ratify signature on subpoenas

Date of meeting being requested:

03/13/2025

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: