



## BANNOCK COUNTY COMMISSIONERS' – MEETING

### Commissioners' Agenda

---

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

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

---

### **Thursday, October 23, 2025**

**9:00 AM** Commissioners' Regular Business and Claims Meeting (action items)

**Agenda:**

- Jason Dye, Court Administrator, request for a potential signature on a contract with Vlex for an electronic law library (requested 5 minutes) (action item)
- Daniel Kendall, Facilities Director, request for timecard approval with potential Executive Session under Idaho Code §74-206(1)(a)&(b) regarding personnel with potential action following adjournment of Executive Session (requested 5 minutes) (potential action item)
- (AMENDED) discuss property offer with potential Executive Session under Idaho Code §74-206(1)(c) regarding acquiring an interest in real property with potential action following adjournment of Executive Session (requested 10 minutes) (potential action item)

**SIGNATURE ONLY (action items):**

- (AMENDED) Memo -Gift of Paid Time Off

**Claims Agenda:**

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

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



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:

Jason Dye

Department:

Courts

Requestor Email:

jdye@idcourts.gov

Item(s) to be considered:

Historically the Bannock County Law Library for the public is provided through the electronic data base Fastcase. However, VLex provides a more user-friendly data base at the same cost. I am requesting the Commission consider signing the attached Vlex Contract that will begin on October 3, 2025, and run for 12 months. The funds of \$2,835.00 have been approved in the District Court Fund.

Date of meeting being requested:

10/23/2025

Time requested:

5 Minutes

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

Contract

Contract/Agreement Begin Date:

10/31/2025

Contract/Agreement End Date:

List of additional attendees:



**Signature**

---

Signature

---

Date

---

Printed name

# vLex and Docket Alarm Terms and Conditions

## 1. Overview of Services

We offer legal intelligence solutions for legal professionals. This document outlines the terms of use ("Terms") for our Services. These Terms include the vLex's Privacy Policy, any other Supplemental Terms, and any other documents that specifically incorporate these Terms.

## 2. Definitions

Definition of key terms used in the document.

- "Account administrator": the user of the Organization designated and authorized by the Customer to represent the Organization, edit the Organization's information, and activate or delete users from said Organization.
- "AI Credits": refers to the unit of currency used to measure and bill each legal task executed by our AI-powered tool (Vincent AI). The value may vary based on computational cost.
- "Authorized Users": (a) Named User Subscriptions: Includes designated individuals with access rights under these Terms; (b) Institution-wide Subscriptions: All enrolled students in a University. For other Organizations, all legal professionals in that entity.
- "Affiliate" means any corporate entity that, directly or indirectly controls or is controlled by or is under the same control as VLEX. For the purposes of this definition, "control" means that there is a direct or indirect control or possession of the title of ownership or of more than 50% percent of the votes of said entity.
- "API" (Application Programming Interface) means the set of rules and protocols that allows different software applications to communicate and interact with each other. In the context of Services, the API enables developers to integrate vLex's legal intelligence solutions into their own applications, websites, or platforms, thereby enhancing the functionality and accessibility of their services.
- "Content" or "Materials" refers to the comprehensive array of information and materials accessible through Services. This includes, but is not limited to: (1) Original content generated by vLex, including text, graphics, images, software, audio, and video; (2) Third-Party Licensed Content; (3) Publicly Sourced Material including content that has been sourced from public domains, including but not limited to, government publications, public records, and open-access resources; (4) User-Generated Content including information, data, or text generated, provided, or otherwise made accessible on or through the Services by Users.
- "Customer" or "Organization" or "You": the person or legal entity that uses or subscribes to the Services.
- "Embargoed Country": any nation or region subject to trade sanctions, embargoes, or similar restrictive measures imposed by the U.S. Department of the Treasury, the European Union, or the United Kingdom.
- "Inflation": the percentage increase in the Consumer Price Index (CPI) officially published by relevant countries' relevant authorities. The specific application of the Inflation measure is as follows: (a) In countries where vLex operates with a legal entity, Inflation will be calculated based on the CPI published by the official national statistics agency or government authority of that country; (b) In countries where vLex does not have a legal entity, Inflation will be determined based on the CPI as published by the U.S. Bureau of Labor Statistics or an equivalent authoritative body in the United States. In each case, the relevant CPI measure will be considered over a twelve (12) month period preceding the anniversary date of the commencement of the Agreement with vLex.
- "Intelligent Technology Services": any or all of the products or services VLEX provides under the brand 'Vincent AI', 'vLex Cloud', 'vLex Chrome Extension', or 'vLex for Word'.

- “Intellectual Property”: the legal rights granted to individuals or entities for their creations or inventions. These rights include copyrights, trademarks, patents, and trade secrets.
- “License”: unique, individual, nontransferable access given to each and every one of the Users that can use our Services.
- “Native Integrations”: the built-in, seamless connections and functionalities between Services and external platforms or applications such as Microsoft OneDrive, Dropbox, or the US PACER system (ECF accounts), which are developed, maintained, and offered by vLex as part of its Services. These integrations are designed to enhance the user experience by providing direct and efficient interaction with widely-used third-party services.
- “Order Form”: initial document and any subsequent documents, whether in paper or electronic format, signed or otherwise accepted by the Customer indicating the Services that the Customer is requesting and that VLEX will provide, as well as the price. It also includes any supplement or annex.
- “Restricted Party Lists”: (i) collectively anyone in the U.S. Treasury Department’s list of Specially Designated Nationals, any other restricted party lists (existing now or in the future) identified by the Office of Foreign Asset Control (OFAC), or the U.S. Department of Commerce Denied Persons List or Entity List; (ii) the UK HM Treasury Consolidated List of Sanction Targets; (iii) the EU Consolidated List of Persons, Groups, and Entities online subject to EU Financial Sanctions; or any other restricted party lists.
- “Self-Service Customers”: Customers who register and subscribe online directly to the Services, without an Order Form.
- “Services”: VLEX legal technology services, including AI-powered tools, Websites, apps, add-ons, integrations, plugins, extensions, features, programs, and any other services detailed in any Subscription Agreement.
- “Supplementary Terms”: other additional terms for specific products or services offered by VLEX.
- “Subscription Agreement”: these Terms, any pricing details, and Order Forms for the Services agreed upon by both parties.
- “Subscription Term”: period that begins with the earlier of Your initial use of our Services or subscription by any means or the start date stipulated on the Order Form, and remains in effect until it is terminated by either You or us, as per the stipulations in these Terms.
- “User”: Authorized individuals within a Customer.
- “User Content” means any and all information, content, and data that a User submits to, uploads to, or uses with the Services.
- “VLEX” or “We”: the companies VLEX, LLC, Fastcase, Inc., vLex Networks, SL, Docket Alarm, Inc., Felix Spain Bidco, SLU, and any of their Affiliates.
- “vLex Credit” is a unit of currency specific to the vLex platform, designed to facilitate access to documents and usage of various premium features and services offered by vLex and not included in the prevailing Subscription Agreement.
- “Website”: vLex.com (and other country-specific domain names that include the vlex label such as vlex.co.uk, vlex.es, vlex.com.co, etc), DocketAlarm.com, Quolaw.com, NextChapter.com and any other internet sites that are operated by VLEX and/or its Affiliates.

### 3. Consent to Terms

By selecting the “I accept” option, performing any gesture of agreement, signing an Order Form, or utilizing any of the services provided by us, whether registered or not, You are affirming Your acceptance of these Terms. And You declare that You have the legal capacity to enter into the Subscription Agreement (including any minimum legal age requirements that may be applicable). If You are consenting on behalf of a corporation or another legal entity, You assert that You possess the necessary authority to bind that entity to these Terms. If You do not have such legal authority, or You do not agree with these Terms, do not accept, access, or use the Services in any manner.

We reserve the right to modify these Terms periodically. Changes will be communicated by updating them on our Websites and/or notifying You, potentially through an email to the contact details You provided during registration or through the User's account portal on the Website. These alterations become effective from their

8 announcement or as specified therein. You should review our Websites regularly for any updates. Continued utilization of the Services after such updates implies Your acceptance of the revised Terms.

#### 4. License

(a) License Grant. Subject to Your adherence to these Terms, we grant You and Your Authorized Users a limited, non-exclusive, non-transferable, non-sublicensable, and revocable license to access and use the Services. This is contingent on compliance with all relevant local, national, and international laws and regulations and is intended solely for Your internal business needs.

(b) Permitted Use. You are authorized to use the Service's Content for professional purposes, which exclusively includes:

- Displaying Materials obtained from the Services for Your personal professional use.
- Printing reasonable quantities of the Content for professional purposes.
- Downloading and storing a minimal amount of material in a digital format until the termination of the Subscription Agreement (for court cases, legislation, or agency-issued regulations) or for no more than 90 days (for any other document);
- Sharing small parts of the Content with external parties who are related to the business of the Organization.
- Using excerpts or quotes from the Content in Your regular business documentation.
- Occasionally distributing minimal items of printed material to non-authorized users.
- Connecting the Services to authorized third-party services using vLex Native Integrations
- Developing training materials.

(c) Usage Restrictions. Unless prohibited by law or authorized by Your Subscription Agreement, You agree not to engage in, or enable others to engage in, the following activities:

1. Disassembling, reverse engineering, decoding, or decompiling any part of the Services.
2. Copying, renting, leasing, selling, lending, transferring, sublicensing, reselling, redistributing, modifying, altering, or creating derivative works from any part of the Services or our Intellectual Property.
3. Downloading, printing or emailing substantial portions of the Content.
4. Using the Services or Content for training any AI models.
5. Using the Services in any way that adversely affects our servers, the operation or performance of the Services, or other Users' use of the Services.
6. Using the Services in any way that violates or encourages violation of any law, regulation, legal obligation, or the rights of others, including intellectual property, privacy, or personality rights; or in any manner that is fraudulent, deceptive, defamatory, promotes hatred or harm, or is otherwise objectionable.
7. Competitively using or reproducing the Services, developing competing products, conducting benchmarking or competitive analysis, or taking part in any act which might be detrimental to our interests.
8. Interfering with, compromising, or attempting to decipher any transmissions to or from the servers hosting the Services.
9. Introducing viruses or other harmful software through the Services.
10. Concealing copyright or other notices in the Materials.
11. Using the Services in or for the benefit of, export or re-export (a) into any Embargoed Countries; b) to anyone on the Restricted Party Lists.
12. Using the Services outside the country specified in the Subscription Agreement except for brief periods not exceeding 30 days in total per year. In cases where the Subscription Agreement does not stipulate geographical limitations, it is assumed that the license is granted exclusively for the country where the Customer has its main place of business, and does not include other offices other than the principal office of the Customer, except if otherwise specifically agreed.
13. Impersonating another person, misrepresenting affiliation, concealing identity, or using the Services for invasive or fraudulent purposes.
14. Sharing passwords or authentication credentials, as well as bypassing access restrictions. This includes but is not limited to, providing such information to non Authorized Users. Specifically, sharing passwords or credentials with any third-party vendor is not permitted unless two conditions are met: (i) This is explicitly

9 authorized under the terms of the Subscription Agreement, and (2) There is a pre-existing, approved agreement between the vendor and VLEX. BOARD OF BANNOCK COUNTY COMMISSIONERS Thursday, October 23, 2025

- 15. Suggesting endorsement, affiliation, or sponsorship by VLEX without express written consent.

(d) Prohibition to access the Services. The Services are designed for professional use and are not intended for non-professional individuals. If You are a consumer, a direct competitor of ours, or intend to use the Services for monitoring or benchmarking purposes or any competitive analysis, You are prohibited from accessing the Services.

(e) Prohibition on Automated Access. Accessing or using the Services through automated means, including robots, spiders, generative AI solutions not provided by us, or data mining tools, is strictly forbidden except as explicitly authorized by us in writing or through a separate agreement (such as API licenses). Service usage is limited to individual, active user sessions and cannot be automated.

(f) Use of API for Document Search and Retrieval. You are also authorized to use our API services for searching and retrieving documents, subject to the following conditions:

- (i) This usage is permitted only if the API service is explicitly included in the Subscription Agreement.
- (ii) You must adhere to any limitations or conditions specified in the Subscription Agreement regarding API usage, limits, and rights to reuse the retrieved documents. This may include restrictions on the number of requests, limits or tiers, types of documents accessible, usage frequency, specific limitations applicable to the documents retrieved, or other specific terms as defined in Your Subscription Agreement. The API should be used in a manner that is consistent with the intended professional purpose of the Services and must not be used to infringe upon the Intellectual Property rights of VLEX or any third-party Content providers. This extended permitted use is contingent upon Your adherence to these specific terms and the overall Terms of Service.

(g) Use of vLex Chrome Extension. You are also authorized to use the vLex Chrome Extension, part of the Intelligent Technology Services, which is provided as a tool to enhance your legal research by prioritizing legal documents in search results and facilitating direct access to legal citations within webpages. Your use of the vLex Chrome Extension is at your discretion and subject to the Terms of Service. You acknowledge that the vLex Chrome Extension's interaction with third-party websites is limited to providing enhanced access to legal information and does not imply an endorsement or affiliation with such sites. You are responsible for ensuring that your use of the vLex Chrome Extension complies with the terms and conditions of any third-party websites it may interact with. VLEX shall not be liable for any modifications to website performance or content resulting from the use of the vLex Chrome Extension. By using the vLex Chrome Extension, you agree to bear sole responsibility for any effects its use may have on third-party websites and to indemnify VLEX against any claims arising from such use."

## 5. Account Registration and Management

(a) Account Creation. To use our services, You need to create an account by completing a registration form, setting up a user ID and password, or employing third-party authentication (such as single sign-on). During registration, You are obliged to: (a) provide accurate, up-to-date, and complete personal details as required by our registration process ("Registration Information"), and (b) keep this information current, including updating Authorized User designations.

(b) Accuracy of Information and Consequences of Misrepresentation. Should Your provided information be, or become, false, outdated, or incomplete, or if we have reasons to suspect this to be the case, we reserve the right to suspend or terminate Your account and deny access to our Services, either temporarily or permanently. If You have misrepresented Your customer type or geographic location or the number of, we may adjust Your charges according to our standard rates for the relevant customer type or region.

## 9. Confidentiality

Both parties acknowledge that in the course of this agreement, each (as the “Receiving Party”) might gain access to the other’s (the “Disclosing Party”) confidential information (“Confidential Information”). This encompasses all non-public, proprietary information relating to the Disclosing Party’s business operations, including but not limited to business plans, strategies, pricing, financial data, terms of any Subscription Agreement, and any other data marked as confidential. For us, Confidential Information includes our Services, and for You, it includes any drafts and reports. However, Confidential Information does not cover data that is (a) publicly known or available; (b) rightfully provided to the Receiving Party by an external party; (c) already in the Receiving Party's possession without confidentiality restrictions before receiving it from the Disclosing Party; or (d) independently developed by the Receiving Party without using the Disclosing Party’s Confidential Information, assuming no unauthorized or wrongful actions were involved in obtaining such information.

The Receiving Party is committed to: (a) Protecting the Confidential Information with the same level of care used for its own similar information, which should meet a standard of commercial reasonableness; (b) Using the Disclosing Party’s Confidential Information strictly in accordance with the terms of this Agreement; and (c) Not sharing, distributing, or releasing the Confidential Information to any third parties, except as allowed under this Agreement or as necessary to comply with legal requirements or to provide the Services.

## 10. Subscription and Transactional Fees

### A. Recurring Subscription Charges

We provide access to certain services through subscriptions that renew automatically (“Subscription”). These Subscriptions incur regular fees (“Subscription Fees”).

- Self Service Customers: Must pay the amount listed on the Website during the registration process, including any adjustments post-trial periods.
- Order Form Customers: Payments will be in accordance with the amounts detailed in the Order Form.

Adjustments to Services and Fees: We reserve the right to modify aspects of our Subscription, including Subscription Fees. Changes applicable to Self Service Customers will be reflected in the Terms. The latest Subscription Fee for Self Service Customers are always accessible on our Websites and form part of this agreement. For Order Form Customers, adjustments are as outlined in the agreement, including annual increases based on Inflation, if not specified otherwise.

Effective Changes: Any modifications to the Terms take effect in the next Subscription period, unless a specific fee and duration have been previously agreed upon, which will remain valid for that duration.

### B. Transactional Fees

In addition to regular subscriptions, we offer specialized services with unique, non-recurring fees (“Transactional Fees”). These include:

- a) Pre-paid vLex Credit Packages: You can purchase packages of pre-paid vLex Credits. The purchased vLex Credits will expire on the date specified at the time of purchase. In the event that no specific expiration date is mentioned at the time of the purchase, the credits will expire one year from the date of purchase.
- b) vLex Credits and vLex AI Credits Included in Subscriptions: Certain subscription plans may include a specified number of vLex Credits or vLex AI Credits on a monthly or annual basis. The included vLex

Credits will expire at the end of each month or year, as specified in the Subscription Agreement. Unused credits do not roll over to the subsequent period.

- c) Pay-As-You-Go: Users pay per operation, with no recurring fees.
- d) Government Access Fees: We pass on charges from systems such as the US PACER for obtaining court documents as we operate on behalf of You, with no additional markup. For PACER fees, You have the option to enter Your own PACER account in the Services if You prefer to receive the charge directly from the Government.
- In the vLex platform, both vLex Credits and vLex AI Credits can be acquired by a client Organization. The accessibility and usage of these credits by Authorized Users within the Organization depend on the specific terms set out in the Subscription Agreement. These credits may be shared and used by all Authorized Users within the Organization, if this has been included in the Subscription Agreement. This means any Authorized User can use the credits as needed. In cases where the Subscription Agreement does not mention shared usage, the credits are considered individual. This means they are assigned to specific Authorized Users and cannot be used collectively by others in the organization

Transactional Fee rates depend on the service's specifics and are subject to change. Current rates are listed on our website. These fees are separate from ongoing subscription fees.

We maintain discretion over the availability of these services and may change, add, or remove them. Updates to Transactional Fees will be published on our website. Using these services implies acceptance of the applicable fees and terms at that time.

### **C. Fees on Free Trials**

We sometimes offer free trials at our discretion, with eligibility criteria determined by us. We may also require payment details for pre-authorization or to confirm the validity of Your payment method.

To activate a Free Trial, we might request Your payment information. By providing this information, You acknowledge that VLEX may perform a pre-authorization to ensure that the payment method is valid, associated with a real person or entity, and has sufficient funds. Additionally, we will make a small, non-refundable charge to Your payment method for verification purposes. This nominal fee will be clearly indicated on the information indicated on the Website when You start the trial. VLEX is not responsible for any issues arising from these verification procedures.

After the trial period, You will be charged the Subscription Fees as shown on the Website, unless You cancel the trial before its conclusion. Please note that we may not send a notification when Your Free Trial ends and the paid subscription period commences. To view specific details of Your Subscription, such as the price and the Free Trial's expiration date, access the "Account" tab within the Services. For additional assistance or information on how to cancel Your Free Trial, You may contact our Customer Service team. Please be aware that VLEX will continue to bill and charge for subsequent subscription cycles unless You cancel the subscription. You are obligated to pay these fees regardless of how much You used the service during the trial period.

In the event You initiate a chargeback after the Free Trial has concluded, You recognize that such an act constitutes a breach of these terms and conditions.

VLEX reserves the right to terminate Your access to the Service immediately in the event of a chargeback initiated after the Free Trial and to pursue legal remedies to recover any losses incurred due to chargebacks initiated in violation of these Terms.

### **D. Payments**

12 BOARD OF BANNOCK COUNTY COMMISSIONERS Thursday, October 23, 2025  
(c) Account Security and Third-Party Access. You are not permitted to allow any third party to access or use our Services via Your account. It is Your responsibility to safeguard Your user ID and password. You are accountable for all activities that occur under Your account. Notify us promptly at support@vlex.com if You become aware of any unauthorized use of Your account or security breaches. We are not liable for losses resulting from unauthorized account access.

(d) Communications Consent and Opt-Out. By providing Your contact details, including email, physical address, and phone numbers, and by creating an account, You consent to receive electronic communications from us, including marketing and promotional messages. These may involve updates about service changes and product offers. Should You choose not to receive marketing communications, You can opt-out by contacting our support team or clicking the unsubscribe link in our emails. Opting out of marketing communications does not exempt You from receiving essential service-related notices.

## 6. Termination

a) Grounds for Termination. We reserve the right to terminate these Terms, and consequently any Subscription Agreements You hold, without prior notice if we determine, at our sole discretion, that You have breached or are suspected of breaching any part of these Terms.

b) Surviving Provisions Post-Termination. Certain sections of these Terms will remain in effect even after termination. These include: "Duration and Cessation of Agreement", "Intellectual Property Rights" (with specified exceptions), "Confidentiality", "Fees", "Privacy", "Representations & Warranties", "Liability", "Modifications to Agreement", "General Provisions"

## 7. Subscription Renewal Policy

Each Subscription will automatically renew at the end of its current term for a new term that is equal in duration to the original term. This automatic renewal will occur unless the Subscription is canceled, altered, suspended, discontinued, or terminated as outlined in these Terms.

## 8. Intellectual Property Rights

(a) User Data and Content. Under these Terms, neither party gains any implicit or explicit rights to the other's content or Intellectual Property, unless specifically stated. You retain all Intellectual Property rights in the content You provide ("User Content"), while we hold all rights in the Services, including but not limited to our Materials, software, products, support, documentation, aggregated data, statistical information, and any modifications or derivative works thereof.

We do not claim ownership over Your User Content. You bear sole responsibility for it, including all associated risks. You affirm that Your User Content complies with all obligations outlined in these Terms, does not breach any laws, and does not infringe upon any third-party rights, including intellectual property and privacy rights. We are not liable for any aspect of Your User Content.

(b) Third-Party Content. Our Service includes Content sourced from third parties which is subject to the liability disclaimer included in section e) below.

(c) License to vLex. You grant, and You represent and warrant that You have all rights necessary to grant, to vLex an irrevocable, perpetual, transferable, sublicensable (through multiple tiers), fully paid, royalty-free, and worldwide right and license to use, copy, store, modify, distribute and display Your User Content: (a) to maintain and provide the Services; (b) to improve our products and services and to create aggregated and de-identified

13 BOARD OF BANNOCK COUNTY COMMISSIONERS Thursday, October 23, 2025  
(a) Subscription and Service Charges. Upon subscribing to our Services, You consent to and authorize us and/or our designated payment processors to bill You for: (i) Subscription Fees as outlined in Your Subscription Agreement; (ii) Any Transactional Fees incurred; (iii) Applicable taxes and levies, excluding those based on our income; and (iv) Additional charges related to Your use and purchase of the Services. You acknowledge that billed amounts may vary due to promotional offers, changes in Subscription Fees and Transactional Fees as per these Terms, or adjustments in applicable taxes. You grant us the authority to charge these varying amounts to Your designated payment method or any other payment method that was provided by You in the past.

(b) Payment Obligations. Subscription Fees are due and payable in full, in advance, before the start of each Subscription Term, as detailed in Your Subscription Agreement. You agree to fulfill these payments using Your credit or debit card, or any other payment methods we have on record for You. It is Your responsibility to ensure that Your payment method is current, valid, and accepted by us. By initiating a payment, You authorize us to disclose Your payment details to third-party services as necessary to complete the transaction and charge Your payment method accordingly.

(c) Late Payment Consequences. Late payments will incur: (i) A service charge of 1.5% per month on the overdue amount or the highest rate permissible under applicable law, whichever is lower; (ii) Collection-related costs; (iii) Bank or payment processing fees; (iv) If the Customer was granted any discount for the Service, the price of the Service will be retroactively updated by eliminating the discount and the difference between the standard price and the discounted price will immediately be considered owed by the Customer. If payment is not successfully processed within fourteen (14) days of initiation, we may, at our discretion, cancel or suspend Your Subscription and access to the Services.

## **E. Debt Recovery and Credit Reporting**

In cases where payments are partially or fully outstanding, we reserve the right to take necessary measures to safeguard our rights and financial interests, which include:

**1. Engaging Collection Agencies:** To recuperate unpaid amounts, we may decide to use the services of collection agencies. In this process, we will transfer our creditor rights and relevant information needed to such agencies in order to facilitate debt recovery.

**2. Insolvency Registry Reporting:** If a Customer fails to meet their payment commitments, we are authorized to record the Customer's information in insolvency registries for the total debt owed. The Customer gives us, our affiliates, and representatives explicit and irrevocable permission to access, request, process, and disclose relevant data regarding their credit, financial, and commercial history. This information may be shared within the Customer's country or internationally. This action is intended to accurately represent the Customer's financial behavior and obligations towards us. The information will be available to authorized entities and will remain in these databases for a period deemed suitable by legal standards, providing a comprehensive view of the Customer's financial and credit status.

## **F. Subscription Cancellation**

You have the option to cancel Your Subscription(s) at any time. However, You are responsible for the Subscription Fees until the end of the current Subscription Term. To cancel, You must inform us (i) for Self Service Customers, at least three (3) days before the beginning of the next Subscription Term; or (ii) for Order Form Customers, at least 30 days before the beginning of the next Subscription Term. This can be done through the options available on the Services or by contacting our support team at [support@vlex.com](mailto:support@vlex.com). Access to the Services will continue until the end of the current Subscription Term.

## **G. No Refunds**

outdated or erroneous information, or errors in Content provided by these third-party sources and official entities. The entire risk as to the results and performance of the Content is assumed by the user. Further, neither VLEX nor any of its data suppliers make any representations or warranties, either express or implied, with respect to the Content, including, but not limited to, the quality, performance, merchantability, or fitness for a particular purpose of the Content or any information contained therein. We do not undertake the task of modifying, verifying, or confirming the accuracy of Content provided by these sources. Consequently, any errors, including those related to personal data or factual inaccuracies contained within this Content, fall outside our scope of liability. Users of our Services are advised to exercise their own discretion and professional judgment in evaluating and relying on information obtained from third-party and official entity sources. The responsibility for the interpretation and use of the Content rests solely with the User.

### **13. Liability**

(1) Liability Limitations: Except where arising from either party's fraud, willful misconduct, violations of applicable law, or infringement, violation, or misappropriation of intellectual property rights or other proprietary rights or confidentiality obligations, the following limitations apply:

i) VLEX will not be liable for indirect, special, incidental, or consequential damages, including but not limited to, loss of profits, revenues, data, or opportunities, stemming from or related to this Agreement or the Services, even if advised of the possibility of such damages; ii) VLEX's total liability related to this Agreement and/or the Services, irrespective of the cause or theory of recovery, shall not exceed one hundred dollars (\$100). In the event that any liability cannot be disclaimed, excluded, or limited as stated above under applicable law, such liability shall be disclaimed, excluded, and limited to the fullest extent permitted under such law.

(2) Indemnification by Customer: The Customer agrees to indemnify and hold harmless VLEX and its affiliates, executives, advisors, employees, subcontractors, agents, and their successors from any claims, damages, or payments resulting from the Customer's violation of these Terms. This includes, but is not limited to: i) All liabilities, expenses, and damages arising from the willful misuse of the Services by the Customer, including the downloading and usage of Content; ii) Ensuring they own or have sufficient permissions or rights for documents uploaded into the Intelligent Technology Services. The Customer will defend and indemnify VLEX against all costs, including legal fees, should a third party claim that the use of such documents infringes on copyright, patent, or other intellectual property rights.

### **14. Third-Party Websites**

The Services may have links to third-party websites, content providers, advertisers, services, special offers, or other events or activities that are not owned or controlled by us. We do not endorse or assume any responsibility for any of these third party websites, materials, products, or services. If You access a third-party website following a link from Services, You do so at Your own risk, and You understand that these Terms and our Privacy Policy do not apply to Your use of those sites. You relieve VLEX from any and all liability arising from Your use of third-party websites, services, or Content.

### **15. General Provisions**

#### **A. Relationship of the Parties**

The relationship established by these Terms between the parties is strictly that of independent contractors. This arrangement does not constitute or create any form of agency, partnership, franchise, joint venture, fiduciary association, or employment relationship between the parties involved.

#### **B. Force Majeure**

Neither party will be considered in breach of these Terms if their failure to perform, or delay in performing any obligations (excluding payment obligations) arises due to circumstances beyond their reasonable control. This includes, but is not limited to, events such as governmental actions, acts of terrorism, natural disasters such as earthquakes, fires, floods, extraordinary weather conditions, labor disputes, power outages, equipment failures, and disruptions in internet services.

### **C. Assignment**

The transfer or assignment of a Subscription Agreement, or any part thereof, by either party is not permitted without the prior written consent of the other party. However, we reserve the right to assign a Subscription Agreement to any of our Affiliates or to an entity acquiring a significant portion of our business or assets related to the Services, whether through merger, reorganization, acquisition, or other means, without requiring the User's consent. Any assignment in violation of this provision will be considered null and void. These Terms are binding and will benefit both parties and their respective successors and assigns. They do not confer any legal or equitable rights, remedies, or claims to any other person or entity besides the parties and their permitted successors and assigns.

### **D. Waiver**

Any failure or delay by either party in exercising their rights under these Terms does not constitute a waiver of those rights unless explicitly recognized and agreed upon in writing by both parties. A waiver, to be effective, must be in writing and signed by an authorized representative of the party waiving the rights. The remedies provided here are supplementary to, and not exclusive of, any other remedies at law or in equity.

### **E. Execution; Severability**

If any part of these Terms is deemed invalid, unlawful, or unenforceable, it will be replaced with a provision that will most closely match the intent of the original term, and all remaining provisions will continue in full effect. In cases of conflict or inconsistency between the Subscription Agreement and these Terms, the provisions of these Terms will prevail.

### **F. Governing Law and Jurisdiction**

Unless otherwise explicitly stated in the Subscription Form, Your contract will be with the legal entity listed below corresponding to Your country of residence. You agree that the relationship between You and the Company will be governed by the specified laws and regulations. Additionally, any disputes will be resolved in the courts as indicated in the following list:

#### **Region:**

- Country of the User: **United States (except for Docket Alarm subscriptions)**
- Contracting Legal Entity: Fastcase, Inc. 729 15th St NW Suite 500, Washington, DC 20005, United States
- Governing Law: The laws of the State of Florida, USA
- Jurisdiction for Disputes: Miami, FL

#### **Region:**

- Country of the User: **United States (only for Docket Alarm subscriptions)**
- Contracting Legal Entity: Docket Alarm, Inc, 729 15th St NW Suite 500, Washington, DC 20005, United States
- Governing Law: The laws of the State of Florida, USA
- Jurisdiction for Disputes: Miami, FL

**Region:**

- Country of the User: **European Union**
- Contracting Legal Entity: vLex Networks, SL, Tànger, 86, 7-107 08018 Barcelona Spain (EU)
- Governing Law: The laws of the Kingdom of Spain
- Jurisdiction for Disputes: Barcelona, Spain

**Region:**

- Country of the User: **United Kingdom, the Republic of Ireland, Canada, Australia, New Zealand, non-Spanish speaking countries in the Caribbean region, Africa, Middle East, and the Pacific region**
- Contracting Legal Entity: vLex Justis Limited, 4th Floor 115 George Street, Edinburgh, Scotland, EH2 4JN, United Kingdom
- Governing Law: The laws of England and Wales, United Kingdom
- Jurisdiction for Disputes: London, UK

**Region:**

- Country of the User: **Any other country**
- Contracting Legal Entity: vLex, LLC, 1450 Brickell Ave, Suite 2080, Miami, FL 33131, United States
- Governing Law: The laws of the State of Florida, USA
- Jurisdiction for Disputes: Miami, FL

**H. Class Action/Jury Trial Waiver**

This provision applies to everyone, whether they have used the Services for personal, commercial, or any other purposes. All claims related to the Services must be conducted on an individual basis. This means claims cannot be brought as part of any class action, collective action, private attorney general action, or any other type of representative proceedings. This clause specifically includes a waiver of any right to class arbitration; unless we mutually agree otherwise, an arbitrator cannot merge more than one individual's claims.

Furthermore, by agreeing to these Terms, both You and we are waiving the right to a trial by jury. This waiver also extends to participating in any class action, collective action, private attorney general action, or any other type of representative legal proceedings. This means that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated, or representative action.

**I. Procedure for Copyright Infringement Claims**

Our Service hosts a variety of Content, including materials in the public domain (such as case law, legislation, or dockets) and Content that we have licensed from third parties (such as articles from legal journals, books, treatises, or newspapers). Additionally, as a User, You have the ability to upload Your own Content.

We are committed to respecting the rights of content owners and have established a process to address claims of copyright infringement. If You believe that content available through our Service infringes upon Your copyright, we encourage You to inform us.

To file a copyright infringement claim, please use the following link: Report Copyright Infringement ([http://vlex.com/help\\_center/notice\\_to\\_authors](http://vlex.com/help_center/notice_to_authors)). To help us take action on Your claim, please provide the following information in Your notification:

- Your electronic or physical signature, or that of someone authorized to act on behalf of the copyright owner.
- A clear identification of the copyrighted work You claim has been infringed.
- A specific description of where the allegedly infringing material is located on our Service.
- Your contact details, including address, telephone number, and email address, so we can reach You.

- 17 BOARD OF BANNOCK COUNTY COMMISSIONERS Thursday, October 23, 2025
- A statement from You, made in good faith, that the disputed use of the material is not authorized by the copyright owner, its agent, or the law.
  - A declaration, under penalty of perjury, affirming the accuracy of the information provided in Your notification and stating that You are the copyright owner or are authorized to act on their behalf.
  - Please be aware that under United States federal law, making a false claim of copyright infringement knowingly can result in criminal prosecution for perjury and civil penalties, including monetary damages, legal costs, and attorneys' fees.

## **J. Publicity Rights**

We may identify You as a User in our promotional materials. We will promptly stop doing so upon Your request sent to [support@vlex.com](mailto:support@vlex.com).

## **K. Entire Agreement**

The agreement between You and us regarding our Services is comprehensively outlined in these Terms, along with any amendments and additional agreements You might enter into with us related to our Service. Collectively, these documents represent the full and complete agreement between both parties concerning the use of our Service. None of our employees or representatives are authorized to make any modification or addition to these Terms. Any statements or comments made between You and any of our employees or representatives are expressly excluded from these Terms and will not apply to You or us or Your use of our Service.

## **L. Contact**

If You have any questions about these Terms, please contact us at [support@vlex.com](mailto:support@vlex.com).

18 Please be aware that Subscription Fees are non-refundable unless otherwise expressly agreed in writing. This applies in all circumstances, including but not limited to: (i) Any unused portion of the Subscription Term; (ii) Prepayments for Services in scenarios where You decide to cancel or terminate Your Subscription or we suspend or terminate Your Subscription or this agreement due to a breach of these Terms on Your part; or (iii) Situations where the User does not use the Service. Regardless of the level of usage, whether partial or complete non-use, fees paid for the Subscription period are not subject to refunds.

On occasion and at our discretion, we may offer a full or partial refund, specifically for a Self Service Customer that has not used the Services at all. This is an exceptional circumstance and does not form a standard policy for refunds.

## **11. Privacy and Security**

### **A. Privacy**

User's access to the Services is via VLEX Websites, which are owned and operated by VLEX. As such, a User's interaction with the Services and website, and any information that may be collected by the Services and website, is governed by our Privacy Policy which may be updated from time to time. Users have the option to opt out of certain data collections and cookie usage as outlined in the Privacy Policy. Users also consent to receive periodic communications from us, including operational updates about the Services, marketing materials, and other non-essential Service-related information.

### **B. Security of User Content**

We commit to upholding commercially reasonable safeguards, including physical, technical, and administrative measures, to protect the security, confidentiality, and integrity of User Content. Due to the nature of our systems, a limited number of our staff and third-foundational AI models used in the rendering of our Intelligent Technology Services may technically access User Content. Such access is strictly governed by the confidentiality obligations in Section 9 ("Confidentiality") and will occur only with User consent or as necessary for: (i) Service provision; (ii) System error investigation or service improvement; (iii) Compliance with lawful requests from authorities; (iv) Adherence to legal requirements; (v) Prevention of security threats, fraud, or illicit activities; (vi) Compliance verification with these Terms; and (vii) Protection and enforcement of our rights and properties.

The term "private" in the context of our Services denotes content meant solely for the designated User and or Organization. However, complete privacy cannot be guaranteed due to inherent internet service vulnerabilities, which may permit unintended third-party access.

### **C. Abuse and Unintended Uses**

If we detect that our Services are being used for spam, harassment, abuse, creation of a competitive Service, automatic download of documents, large volume of access by persons that are not Authorized Users, or any other purpose other than the intended professional purposes, we reserve the right to terminate Your account without refund and seek all available civil and criminal remedies.

In case of abuse, You shall be liable to pay VLEX the higher of the following two amounts: either the Transactional Fees according to our public price list for each document view or functionality used, or five times the annual price of the Services for each occurrence. The specific penalty shall be in addition to any other remedies available to VLEX under these terms and conditions or applicable law

19 VLEX reserves the right to suspend or terminate the Services if the non-permitted use persists despite notice and penalties. The Customer agrees to take prompt and reasonable measures to cease any non-permitted use upon discovery and notification by the Licensor to mitigate damages.

VLEX asserts its right to monitor and record the Customer's usage of the Service, including but not limited to, content interactions, search history, and the IP addresses used for accessing the Services. This surveillance extends to tracking the Customer's activities to gather additional relevant information about the Customer and their Authorized Users. The primary objectives of these monitoring actions are to enhance the Service, ensure compliance with the Terms, and to investigate potential breaches of these terms.

## 12. Representations & Warranties

(a) Mutual Representations and Warranties. Both parties represent and warrant that these Terms constitute a legally binding obligation, enforceable in accordance with their provisions.

(b) Disclaimer of Implied Warranties. Except as explicitly outlined in this section, we disclaim all other representations and warranties, whether implied by law or otherwise. This includes, but is not limited to, warranties of merchantability, fitness for a particular purpose, non-infringement, and uninterrupted or error-free operation. Furthermore, we make no assurances that: (i) The Services, including our technology, generated reports, or any deliverables, will meet Your specific requirements or function with non-vLex hardware, software, or data; (ii) The Services will be uninterrupted, timely, secure, or error-free; (iii) The outcomes from using the Services will be accurate, reliable, or error-free; and (iv) Any errors in the provided materials will be corrected.

The Services are offered on an "as is" and "as available" basis, inclusive of any defects. No advice or information, whether oral or written, obtained from or through the Services, will create any warranty not expressly stated in these Terms.

(c) Usage of Content. No legal Counsel. The Content provided through or in conjunction with the Services is intended for practical and informative purposes and should not be construed as professional advice. Users are advised to seek qualified professional counsel before acting on such Content. We disclaim all liability for actions taken or not based on the Content of the Services. The Services, the Materials included in the Services and any information provided by our employees (including reference attorneys) are for general informational purposes only. The User acknowledges and agrees that they do not, and are not intended to, constitute legal advice and do not create an attorney-client relationship.

(d) AI-Generated Content. The Service may use machine learning models to generate Content such as draft memorandums, document translations, draft emails, contract clauses, summaries, or other legal documents or enhancements on legal documents. Those documents are machine-generated predictions based on patterns in data. Output generated by a machine learning model is probabilistic and should be evaluated for accuracy as appropriate for Your use case, including by employing expert human review of such output.

(e) Third-Party Content Liability Disclaimer. We provide access to Content from third-party sources, as well as Content made available by courts, legislative authorities, and other official entities in our Services. We do not endorse, support, or confirm the accuracy of opinions, statements, or information presented by these third-party or official sources. The Content is provided 'as is' without warranty of any kind. Neither VLEX nor any of its data suppliers make any warranty whatsoever as to the accuracy or completeness of the Content or the results to be obtained from using the information contained therein, and neither VLEX nor any of its data suppliers shall be responsible for any claims attributable to errors, omissions, or other inaccuracies in the information contained in the Content. In no event will VLEX or any of its data suppliers be liable for direct, indirect, special, incidental, or consequential damages arising out of the use of or inability to use the Content, or for any loss or damage of any nature caused to any person as a result of that use. We explicitly disclaim responsibility for any inaccuracies,

## 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:

DANIEL KENDALL

Department:

Facilities

Requestor Email:

danielk@bannockcounty.gov

Item(s) to be considered:

Timecard approval for an employee.

Date of meeting being requested:

10/23/2025

Time requested:

5 Minutes

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

No

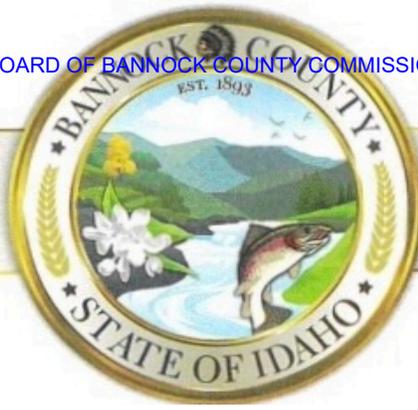
Contract/Agreement Begin Date:

Contract/Agreement End Date:

List of additional attendees:

**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](mailto:agendarequest@bannockcounty.us) by NOON on the Thursday prior to the scheduled meeting.**

**Name/Department:**

**Item to be considered/background:**

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

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

**YES NO**

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

**YES NO**

**List of attendees:**

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

Commissioner Office Only:  
Date: \_\_\_\_\_ Time: \_\_\_\_\_

## 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

# Memo

**TO:** All Bannock County Employees  
**FROM:** Bannock County Commissioners  
**DATE:** October 23, 2025  
**RE:** Bannock County Commissioners –Gift of Paid Time Off

We will be giving 4 hours of paid time off to each employee as an acknowledgement for their hard work and dedication to Bannock County. At the request of several departments, we have made a change to the dates this time off can be used.

This gift may be used, with the approval of your supervisor, any time from **November 1, 2025, to January 30, 2026**. Please take this time to spend with your family, friends, preparing for holidays, or for any personal use you wish.

Please use reason code “Personal Time Off/Employee Appreciation” in UKG and show your 4-hour time period in one 4-hour entry. Supervisors are responsible for tracking the use and ensuring only 4 hours are used. If you have any questions, please contact the Commission Office.

We wish you all a Happy Holiday, Merry Christmas, and Happy New Year!

BANNOCK COUNTY COMMISSIONERS

\_\_\_\_\_  
 Jeff Hough, Chair

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

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