



## **BANNOCK COUNTY COMMISSIONERS' – MEETING**

### **Commissioners' Agenda**

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

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

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### **Thursday, November 20, 2025**

**9:00 AM** Business Meeting (action items)

#### **Work Session Agenda:**

- Dillon Evans, Landfill, requesting review of and signature on a Sales Agreement with CAT for a new Compactor (requested 5 minutes) (action item)
- Shanda Crystal, Procurement, seeking to (1) discuss potential signatures on contracts for the Surveyor Review Roster and, (2) provide a procurement update (requested 5 minutes) (action item)
- Discussion pertaining to the Facilities Use Agreement for the Exhibit Hall on the Bannock County Fairgrounds (requested 10 minutes) (action item)

#### **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

**10:00 AM** Interview for Fair board with possible Executive Session under Idaho Code §74-206 (1)(a)&(b) regarding personnel with potential action following adjournment of Executive Session (potential action item)

**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:

Dillon Evans

Department:

Solid Waste

Requestor Email:

Dillone@bannockcounty.gov

Item(s) to be considered:

New Compactor CAT Sales Agreement

Date of meeting being requested:

11/20/2025

Time requested:

5 Minutes

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

Agreement

Contract/Agreement Begin Date:

Contract/Agreement End Date:

List of additional attendees:

Dillon Evans

# Amortization Schedule

Quote Number  
Customer  
Model  
Serial Number

4970171  
BANNOCK COUNTY  
816-11 Landfill Compactor  
J6N00506

Number of Payments Made	Starting Balance	Loan	Payment	Option	Interest	Interest Rate	Principal	Ending Balance
1	603,039.97	603,039.97 0.00	103,320.96	0.00	0.00	4.99%	103,320.96	499,719.01
<b>total</b>		603,039.97	103,320.96	0.00	0.00		103,320.96	
2	499,719.01	0.00	103,320.96	0.00	24,935.98	4.99%	78,384.98	421,334.03
<b>total</b>		0.00	103,320.96	0.00	24,935.98		78,384.98	
3	421,334.03	0.00	103,320.96	0.00	21,024.57	4.99%	82,296.39	339,037.64
<b>total</b>		0.00	103,320.96	0.00	21,024.57		82,296.39	
4	339,037.64	0.00	103,320.96	0.00	16,917.98	4.99%	86,402.98	252,634.66
<b>total</b>		0.00	103,320.96	0.00	16,917.98		86,402.98	
5	252,634.66	0.00	103,320.96	0.00	12,606.48	4.99%	90,714.48	161,920.18
<b>total</b>		0.00	103,320.96	0.00	12,606.48		90,714.48	
6	161,920.18	0.00	170,000.00	0.00	8,079.82	4.99%	161,920.18	0.00
<b>total</b>		0.00	170,000.00	0.00	8,079.82		161,920.18	
<b>total</b>		603,039.97	686,604.80	0.00	83,564.83		603,039.97	

Ending Balance not equal to early buy out amount.



Pocatello  
 8403 S. 5th Ave Pocatello, ID 83204  
 208.232.2640

**SOLD TO:**  
 Bannock County Solid Waste  
 1500 N Fort Hall Mine Rd  
 Pocatello, ID 83204-7307

**SHIP TO:**  
 Office  
 1500 N Fort Hall Mine Rd  
 Pocatello, ID 83204-7307

# SALES AGREEMENT

AGREEMENT: Q000417231-6  
 AGREEMENT DATE: 11/6/2025  
 AGREEMENT EXPIRES: 6/4/2025  
 WAREHOUSE: Pocatello Machine Sales  
 CUSTOMER NO.: 0530500  
 CUSTOMER PO:  
 SALESMAN: Jim E Betty

Jim.Betty@wseco.com

ITEM DESCRIPTION	PRICE
2025 Caterpillar 816 Compactor S/N: J6N00506 SMU: 9 hrs ID:E0163368	\$602,639.97
<ul style="list-style-type: none"> <li>● Delivery Freight</li> <li>● Governmental Buyback - Governmental Buyback 5 year / 7000 Hour \$170,000</li> <li>● New Warranty - MS New Warranty 5 year / 7000 Hour GFSW</li> </ul>	

Notes		
	Before Tax Balance	\$602,639.97
	Sales Tax	\$0.00
	Trade Payoff	\$0.00
	Downpayment	\$0.00
	<b>Net Due</b>	<b>\$602,639.97</b>

<b>Western States Equipment</b>	<b>Bannock County Solid Waste</b>
Order Received by _____	Approved and Accepted by _____
Title <u>Vice President of Sales</u> Date _____	Title <u>Commissioner</u> Date <u>11-20-25</u> <i>Ernie Moser</i>
	Warranty Document Received (initial) _____

Trade Ins: All trade-ins are subject to equipment being in as inspected condition by vendor at time of delivery of replacement machine purchase above. Purchaser hereby sells the trade in equipment described above to the vendor and warrants it to be free and clear of all claims, liens, and security interest except as shown above.  
 Warranty: By initialing above the customer acknowledges that they have received a copy of the Western States Co/Caterpillar Warranty and has read and understands said warranty. All used equipment is sold as is where is and no warranty is offered or implied except as specified above.



# SALES AGREEMENT

NO.: Q000417231-6

## EQUIPMENT DETAILS

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816 816

2657724 HEATER, ENGINE BLOCK, 120V

4466769 AXLES, NO-SPIN FRONT & REAR

4577819 WHEELS, COMBINATION TIPS

5041365 FILM, AM-NORTH

5789008 PRODUCT LINK, CELLULAR PLE641

5993701 PRECLEANER, STANDARD

6069055 STRIKER BARS W/CLEANER FINGERS

OP0437 PACK, DOMESTIC TRUCK

5816781 816 11A LANDFILL COMPACTOR

4466763 BULLDOZER, STRAIGHT BLADE

4521394 PREMIUM CORP RADIO (12V)

4892326 LIGHTS, STANDARD

5682455 FAN, REVERSING

5832799 FILMS, ANSI

5994691 SOUND SUPPRESSION

OP2406 ANTIFREEZE, -50C (-58F)

OP9003 LANE 3 ORDER

## TERMS AND CONDITIONS

**1. OFFER TO SELL, METHODS OF ACCEPTANCE AND AGREEMENT TERMS:** This Sales Agreement ("SA") is an offer for the sale of the equipment, vehicles, accessories and attachments described on the invoice (referred to generally as "equipment" or "goods") by Western States Equipment Company, an Idaho business corporation or its affiliates ("WSECO") to Customer under the terms and conditions specified herein. This offer may be accepted by (1) the execution of this SA by a representative of Customer or (2) Customer's verbal or written authorizations or conduct consistent with prior course of dealing between the parties authorizing WSECO to take action to fulfill this SA, or (3) the commencement of the manufacture or shipment of the goods specified in this SA, whichever of the foregoing first occurs.

Acceptance of this SA is limited to the express terms stated herein. Any proposal in Customer's acceptance for additional or different terms or any attempt by Customer to vary in any degree any of the terms is objected to and hereby rejected, but such proposals shall not operate as a rejection of this offer, unless such variances are in the terms of the description, quantity, price, delivery schedule, or payment schedule of the goods, but shall be deemed a material alteration of this SA and this SA shall be deemed agreed to by WSECO without said additional or different terms. Once accepted, this SA shall constitute the entire agreement between WSECO and Customer. WSECO is not bound by any representation or agreements, express, or implied, oral or otherwise, which are not stated within this SA or contained in a separate writing supplementing this SA and signed by authorized agents of both WSECO and Customer. This SA will supersede all previous communications, agreements, and contracts with respect to the subject matter hereof and no understanding, agreement, term, condition, or trade custom at variance with this SA will be binding on WSECO. No waiver or modification of the terms and conditions hereof will be effective unless in writing and signed by both Customer and WSECO.

**2. PAYMENT TERMS:** Customer agrees to pay the sales price for the equipment, less any net trade-in allowance, in accordance with the payment terms as all stated on the invoice. The sales price is offered F.O.B. at WSECO's designated facility as stated on the invoice and Customer is responsible for all shipping charges as provided in this SA. Customer is also responsible for paying all applicable sales, use or any other applicable taxes levied or assessed on the equipment by any federal, state or local governmental authority, unless Customer provides WSECO an appropriate exemption certificate as stated on the invoice. In the event that Customer fails to pay any applicable tax or other charge as agreed herein or fails to provide a valid exemption certificate, Customer agrees to indemnify and hold WSECO harmless from any liability and expense by reason of Customer's failure to pay said taxes or assessments, including, but not limited to, WSECO's reasonable attorney's fees and costs and other necessary legal expenses resulting from such failure.

**3. GRANT OF SECURITY INTEREST, AUTHORIZATION TO FILE STATEMENT AND PROTECTION OF COLLATERAL:** Until the Customer pays the total sales price and additional charges as provided in this SA, Customer hereby grants WSECO a security interest in and to the equipment and all additions, replacements, substitutions, and proceeds of the same ("Collateral") to secure payment of the sales price and any and all other amounts owed or owing by Customer to WSECO under this SA or otherwise. Customer authorizes WSECO to file financing statement(s) evidencing this security agreement and the collateral subject thereto and to take all steps necessary to perfect WSECO's interest in the equipment.

Customer agrees to execute any documents required by WSECO to evidence and perfect such security interest. Customer hereby appoints WSECO as its irrevocable attorney-in-fact for the purpose of executing any documents necessary to perfect or to continue the security interest granted in this SA. Customer will reimburse WSECO for all expenses for the perfection and the continuation of the perfection of WSECO's security interest in the Collateral. Customer promptly will notify WSECO before any changes in Customer's name including any changes to the assumed business names of Customer.

Customer, upon WSECO's request, will deliver to WSECO a schedule of the locations of the Collateral and agrees to update the list upon WSECO's further request. Customer will not commit or permit damage to or destruction of the Collateral or any material part of the Collateral. WSECO and its designated representatives and agents shall have the right at all reasonable times to examine and inspect the Collateral. Customer shall immediately notify WSECO of all cases involving the loss or damage of or to any material portion of the Collateral and generally of all material happenings and events affecting the Collateral.

**4. INSURANCE:** Customer shall not move, load, transport or otherwise handle the equipment on WSECO's premises without first having obtained insurance coverage. Customer shall carry all risks insurance on the equipment, including, without limitation, fire, theft and liability coverage with such other insurance as necessary to protect Customer's and WSECO's respective interests in the equipment. As long as any portion of the sales price is outstanding, Customer will deliver to WSECO from time to time the policies or certificates of insurance in forms satisfactory to WSECO, showing WSECO as an additional insured and including stipulations that coverage will not be cancelled or diminished without at least fifteen (15) days prior written notice to WSECO.

**5. TIME OF DELIVERY AND SHIPPING:** Orders for equipment are processed in the order of their acceptance by WSECO and WSECO will use its reasonable efforts to deliver the equipment to Customer on the scheduled delivery date as stated on the invoice. However, shipping and delivery dates are acknowledged to be estimates only and dependent upon many factors outside of WSECO's control including, but not limited to, the manufacturer's production schedule, material and labor shortages, shipping delays and various other unrelated factors. WSECO is not liable for delays or damages caused by delays in delivery or shipment of the equipment, unless stated on the face of the invoice to the contrary. Customer is responsible for all freight, shipping, loading and unloading costs.

**6. RISK OF LOSS/SHORTAGES/REJECTION OF GOODS:** Risk of loss of the goods shall pass to Customer as soon as the goods are properly loaded on the carrier. WSECO's responsibility for shipment ceases upon delivery of the goods to a transportation company. Any claim by Customer for shortage in shipment shall be made by written notice to WSECO within fifteen (15) days after receipt of the shipment. It is specifically agreed that the risk of loss shall not be altered by the fact that the conduct of either party hereto may constitute a default or breach and shortage in shipment is not deemed to constitute a nonconformity.

All equipment or goods shall be subject to the standard manufacturing and commercial variation and practices of the manufacturer thereof. In the event of shipment of non-conforming goods, WSECO shall be given a reasonable opportunity to replace the goods with those which conform to the order. Any notices pertaining to rejection or claims of nonconformity must be made in writing specifying in detail Customer's objections and such notices must be delivered within fifteen (15) days after delivery of the goods. It is agreed that in the event of rejection, Customer will store the goods or reship the goods to WSECO. Should Customer use the equipment or goods, such use shall be deemed an unequivocal acceptance of the goods. If Customer accepts goods tendered under this SA, such acceptance shall be final and irrevocable; no attempted revocation shall have any effect whatsoever.

**7. ASSIGNMENTS:** No right or interest in this SA shall be assigned by Customer without the written permission of WSECO, and no delegation of any obligation owed or of the performance of any obligation by Customer shall be made without written permission of WSECO. Any attempted assignment or delegation by Customer shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

**8. NO WARRANTY:** Unless provided otherwise on the invoice, the equipment is purchased "AS IS" and there is no other agreement with Customer regarding the equipment other than what is stated in this SA and in any credit instrument and/or guaranty between Customer and WSECO. There are no other warranties, express or implied, for any equipment, product, service, or other items sold or furnished under this SA unless agreed to in writing between Customer and WSECO. **WSECO DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

**9. EQUIPMENT FAILURE/LIMITATION OF REMEDIES:** If, for any reason, the equipment does not perform satisfactorily, as judged by WSECO in its sole discretion, WSECO may repair or replace the equipment or any part thereof, at its option, without affecting any of the terms of this SA. This remedy does not apply if the equipment has failed or performs less than satisfactorily due to improper use of the equipment, accident (including, damage during shipment), neglect, abuse, misuse or exposure of the equipment to conditions beyond capacity, power, environmental design limits or operation constraints specified by WSECO or the equipment manufacturer. Customer is responsible for all expenses related to repair or replacement due to these causes. **THE REMEDIES IN THIS PARAGRAPH ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES AGAINST WSECO.**

**10. LIMITATION OF LIABILITY:** Notwithstanding trade customs or prior course of dealing to the contrary, in no event will WSECO, its subsidiaries, affiliates, agents or employees be liable for any incidental, indirect, special, or consequential damages in connection with or arising out of this SA or furnishing of any goods, services or other items or any third party's ownership, maintenance, or use of any goods, services or other items furnished under this SA, including, but not limited to, lost profits or revenues, loss of use of the equipment or any associated goods, damage to associated goods, costs of capital, cost of substitute goods, or claims of Customer's clients for such damages. Customer's sole remedy, for any liability of WSECO of any kind, including but not limited to negligence, with respect to any equipment, service, or other item is limited to that set forth in the paragraph entitled "EQUIPMENT FAILURE/LIMITATION OF REMEDIES" of this SA. WSECO is not responsible for meeting any federal, state, local or municipal code or specification (whether statutory, regulatory or contractual), unless Customer specifies it in writing and WSECO agrees to it in writing. Customer agrees that it has selected each item of equipment based upon its own judgment and particular needs and disclaims any reliance upon any statements or presentations made by WSECO. The liability for performing under any manufacturer warranty program rests solely with the subject manufacturer and WSECO has no liability or responsibility for performance thereunder.

**11. FORCE MAJEURE:** WSECO shall not be responsible or liable for any delay or failure to deliver any or all of the goods and/or performance of the services where such delay or failure is caused by any act of God, fire, flood, inclement weather, explosion, war, insurrection, riot, embargo, statute, ordinance, regulation or order of any government or agent thereof, shortage of labor, material fuel, supplies or transportation, strike or other labor dispute, or any other cause, contingency, occurrence or circumstance of any nature, whether or not similar to those herein before specified beyond WSECO's control, which prevents, hinders or interferes with manufacture, assembly or delivery of the goods or performance of the services. Any such cause, contingency, occurrence or circumstances shall release WSECO from performance of its obligations hereunder.

**12. INDEMNITY:** Customer agrees to indemnify and hold WSECO harmless from and against any and all claims, actions, suits, proceedings, costs, expenses, damages (including but not limited to consequential and incidental damages), liabilities, fees (including, but not limited to, attorney fees and court costs), and settlements, (including those brought or incurred by or in favor of Customer's employees, agents and subcontractors), arising out of or related to the selection, delivery, loading, unloading, towing, possession, use, operation, handling or transportation of the equipment. Customer agrees to defend, at its expense, any and all suits brought against WSECO either alone or in conjunction with others and additionally to satisfy, pay and discharge any and all judgments and fines against WSECO in any such suits or actions, whether based in negligence or otherwise.

**13. DEFAULT BY CUSTOMER:** An event of default shall occur if (a) Customer fails to pay when due the sales price; (b) Customer fails to perform or observe any covenant, condition, or agreement to be performed by it hereunder; (c) Customer ceases doing business as a going concern, makes an assignment for the benefit of creditors, admits in writing an inability to pay debts as they become due, files a petition in bankruptcy, or if its owners, shareholders or members of Customer take actions towards dissolution or liquidation of Customer; (d) Customer attempts to sell, transfer, or encumber, sublease or convey the equipment or any part thereof prior to paying the full sales price; or (e) WSECO, in good faith deems itself, insecure relative to payment of the sales price.

Upon the occurrence of any event of default, WSECO may exercise the following rights and remedies: (i) declare the sales price immediately due and payable; (ii) require Customer to assemble the equipment and make it available to WSECO at a place and time designated by WSECO; (iii) WSECO shall have full power to enter upon the property or jobsite of the Customer and take possession of and remove the equipment; (iv) WSECO shall have full power and authority to sell, lease, transfer or otherwise deal with the equipment or proceeds thereof, and in connection therewith WSECO may bid on the goods or equipment and that a commercially reasonable price for said reclaimed equipment may be determined by WSECO based upon current national auction values, market trends relating to supply and demand, and related factors for goods of similar type and condition; (v) if WSECO chooses to sell or lease the reclaimed equipment, WSECO may obtain a judgment against Customer for any deficiency remaining on the sales price after application of all amounts received from the exercise of its rights under this SA; and (vi) all rights and remedies of a secured creditor under the provisions of the Idaho Uniform Commercial Code, as amended from time to time. All of WSECO's rights and remedies, whether evidenced by this SA or other related agreement, shall be cumulative and may be exercised singularly or concurrently. Customer agrees to pay all costs incurred by WSECO in enforcing this SA or any of its provisions, including without limitation reasonable attorney's fees and costs and all costs of reclaiming the goods, whether or not legal action is commenced.

**14. JURISDICTION AND VENUE:** This SA and the relationship between WSECO and Customer shall be governed and construed according to the laws of the State of Idaho. At the sole and exclusive election of WSECO, jurisdiction and venue for any action or dispute arising under this SA shall be in the in the Fourth Judicial District of the State of Idaho, in and for Ada County, which is WSECO's corporate headquarters and principal place of business, wherein the parties acknowledge having done business sufficient to establish minimum contacts under the Idaho long arm statute, and which is a mutually convenient forum. In addition, Customer waives any and all rights to jurisdiction and/or venue in any other forum, including waiver of any and all rights to remove the action from any court originally acquiring jurisdiction.

**15. EQUIPMENT DATA:** This machine may be equipped with a wireless data communication system, such as Product Link. In such case, Customer understands data reflecting the machine performance, condition and operation is being transmitted to Caterpillar/WSECO to better serve the Customer and to improve upon Caterpillar products and services. This data may include, but is not limited to: fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers and installed attachments. Neither Caterpillar nor WSECO sell, rent or share collected information to any other third party, and will exercise reasonable efforts to keep the information secure. Caterpillar Inc. and WSECO recognize and will respect customer privacy. Customer agrees to allow this data to be accessed by Caterpillar and WSECO within normal, accepted business practices.

The undersigned represents and warrants that he/she is authorized by Customer identified below to bind the Customer to the obligations and duties expressed herein and does so commit Customer to the terms and conditions of SA by signing below. Until this SA (or indetical counterpart thereof) has been signed by our duly authorized representative, it will constitute an offer by Customer to enter into this SA with WSECO on the terms herein.

**CUSTOMER:** Bannock County

**WESTERN STATES EQUIPMENT COMPANY**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: Ernie Moser

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

Title: Commissioner

Title: Vice President of Sales

Date: Nov. 20, 2025

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



**STANDARD WARRANTY AND APPLICATION FOR EXTENDED COVERAGE FOR CATERPILLAR PRODUCTS**

The Caterpillar equipment owner identified below ("Owner") hereby applies to Western States Equipment for Standard or Extended Coverage in accordance with the terms as set forth in this document, for the Caterpillar product identified below. Owner desires the Standard or Extended coverage option(s) listed below:

**COVERAGE EXPIRATION - FIRST TO OCCUR (MONTHS OR HOURS) - Months after retail purchase (less duration of rental, demonstration, or other usage, if any, prior to the first purchaser or lessee)**

Standard Warranty period based on Caterpillar guidelines				
<b>OWNER's NAME</b> Bannock County Solid Waste			<b>OWNER PHONE</b>	
<b>OWNER ADDRESS, CITY and ZIP CODE</b> 1500 N Fort Hall Mine Rd Pocatello, ID 83204-7307				
<b>EXTENDED WARRANTY COVERAGE</b> New Warranty - MS New Warranty 5 year /7000 Hour GFSW				
MODEL	PRODUCT DESCRIPTION	HOUR METER	SERIAL NUMBER	DELIVERY DATE
816	816 Compactor	9	J6N00506	

**IMPORTANT NOTE TO OWNER:** Complete terms of Standard or Extended Coverage are set forth on this document. Please read all pages carefully before signing. **YOUR RIGHTS AND REMEDIES IN CONNECTION WITH STANDARD OR EXTENDED COVERAGE ARE LIMITED AS INDICATED ON ALL PAGES OF THIS DOCUMENT. CATERPILLAR PRODUCTS CARRY NO IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS. STANDARD WARRANTY OR EXTENDED COVERAGE IS NOT INSURANCE.**

**ACKNOWLEDGEMENTS:** I have read and understand the terms, including limitations and exclusions, of Standard or Extended Coverage, and understand that it is not insurance. I also understand that the coverage applied for herein is not effective unless and until I pay the applicable charge for this extended coverage. I understand the SOS requirements \_\_\_\_\_ (initial)

**OWNER/LESSEE SIGNATURE :** \_\_\_\_\_ **DATE:** \_\_\_\_\_

The owner and product identified above meet all requirements for the coverage requested and the applicable charge for extended coverage has been paid.

**DEALER SIGNATURE :** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**TRANSFER:** The unexpired portion of the Standard or Extended Repair Coverage may be transferred with Western States Equipment approval (see section F on back for complete details). Complete the section below to request transfer.

<b>Purchase Application</b> <input type="checkbox"/> COMMERCIAL <input type="checkbox"/> FORESTRY <input type="checkbox"/> WASTE <input type="checkbox"/> GOVERNMENTAL <input type="checkbox"/> AG	<b>PURCHASER NAME</b>	<b>DATE MACHINE SOLD</b>	<b>DATES INSPECTION COMPLETED &amp; APPROVED</b>	
	<b>ADDRESS (STREET, RR)</b>	<b>(CITY/TOWN)</b>	<b>(STATE)</b>	<b>(ZIP CODE)</b>
	<b>TRANSFER HOUR METER READING</b>	<b>SIGNATURE OF NEW BUYER</b>	<b>DEALER CONFIRMATION</b>	

By signing this agreement I agree to the terms on the following pages.

## CATERPILLAR STANDARD WARRANTY

**General Provisions:** Caterpillar warrants the products sold by it, and operating within the geographic area serviced by authorized USA and Canadian Caterpillar dealers, to be free from defects in material and workmanship. In other areas and for other products, different warranties may apply. Copies of applicable warranties may be obtained by writing Caterpillar Inc. 100 N.E. Adams St., Peoria IL, USA61629-3345.

**Warranty Period:** The Standard Caterpillar Machine Warranty is 12 Months/UNLIMITED hours of operation (whichever occurs first), based upon Caterpillar's recommended guidelines. For new associated work tools, the warranty period is 12 Months/UNLIMITED hours, starting from the date of delivery or sale to first user. No extended coverage is available for Caterpillar work tools. For new replacement engines, the warranty is 6 months, starting from date of delivery to the first user. Note: For hydraulic line's quick connect / disconnect components sold on compact wheel loaders, mini hydraulic excavators, skid steer loaders, multi terrain loaders, and compact track loader machines, the warranty period is 50 hours starting from the date of delivery to the first user.

**Caterpillar Responsibilities:** If a defect in materials or workmanship is found during the Standard Warranty period, Caterpillar will, during normal working hours and at a place of business of a Caterpillar dealer or other source approved by Caterpillar. 1) Provide (at Caterpillar's choice) new, remanufactured, or Caterpillar-approved repaired parts or assembled components needed to correct the defect. 2) Replace lubricating oil, filters, antifreeze, and other service items made unusable by the defect. 3) Provide reasonable or customary labor needed to connect the defect. Note: Items replaced under this warranty become the property of Caterpillar. **Owner Responsibilities:** The user is responsible for: 1) Providing proof of deliver date to the first user. 2) The costs associated with transporting the product. 3) Labor costs, except as stated under "Caterpillar Responsibilities." 4) Local taxes, if applicable. 5) Parts shipping charges in excess of those which are usual and customary (air freight). 6) Cost to investigate complaints, unless the problem is caused by a defect in Caterpillar material or workmanship. 7) Giving timely notice of a warrantable failure and promptly making the product available for repair. 8) Costs associated with the performance of required maintenance (including proper fuel, oil, lubricants, and coolant) and items replaced due to normal wear and tear. 9) Allowing Caterpillar access to all electronically stored data. 10) Costs associated with travel time and mileage required for on-site repairs.

### EXTENDED REPAIR COVERAGE

**A. General Provisions:** During the selected coverage period, Western States Equipment will repair or replace, at its option, covered components of the product identified on the face of this document under the Extended Coverage Section. Coverage is subject to the listed conditions of "Standard", "Full Machine", "Power Train", or "Power Train Plus Hydraulics" and for the appropriately indicated "Months" and "Hours" for components that are defective in material or workmanship, subject to the terms and conditions set forth on both sides of this document. Such repair or replacement will be free of charge for parts and labor, except as otherwise stated below or as stated within the Standard Caterpillar Warranty section above. Under the "Governmental Full Machine" option, the extended coverage includes Scheduled Oil Sampling materials and analysis provided by Western States Equipment at Caterpillar's prescribed intervals. An Extended Coverage Contract is not required for purchase or to obtain financing.

**Warranty Periods:** Warranty periods for Extended Coverage are indicated in the extended warranty coverage box on the face of this document. The coverage is listed for hours and months, whichever expires first.

**Owners Responsibilities:** The owner (lessee, for leased products) at their expense, must maintain the product in accordance with the product's Operators Manual, and, upon request, provide adequate records verifying maintenance. For the "Power Train", "Power Train Plus Hydraulics", and "Full Machine" Extended Coverage, Scheduled Oil Sampling (SOS) must be taken by the owner at Caterpillar recommended intervals and sent to Western States Equipment. Failure to do so could jeopardize the Extended Coverage and result in shared liability on a pro rata basis if SOS could have predicted or reduced the cost of a covered failure. Note: Any malfunction of the service meter shall be reported within 30 days of said malfunction in writing, or this agreement is null and void.

**Power Train Extended Coverage:** The following components are covered. If a component is not listed, it is not covered. 1) ENGINE: basic engine including engine components essential to engine operation (i.e., fuel pump, oil pump, water pump, turbocharger, governor, engine control module, etc.). 2) TRANSMISSION: includes transmission pump and hydraulic controls. 3) TORQUE CONVERTER/DIVIDER. 4) DRIVE LINE: includes pinion and bevel gear. 5) TRANSFER GEAR GROUP. 6) DRIVE AXLES. 7) FINAL DRIVES. 8) HYDRAULIC DRIVE PUMPS AND MOTORS: on hydraulic excavators and machines equipped with hydrostatic drive or differential steering, including hydrostatic lines between the pump and motor. 9) BRAKE COMPONENTS for track-type loaders and tractors, only if they also provide steering. 10) STEERING CLUTCH COMPONENTS: on track-type loaders and tractors, if so equipped. 11) DIFFERENTIAL STEERING COMPONENTS: includes differential steer planetary group, pump, motor and pilot valves. 12) VIBRATORY COMPONENTS: on vibratory compactors. Includes vibratory mechanism, hydraulic pump and motor, hydraulic valves, universal joints, bearings, and drum isolation system. 13) ROTOR DRIVE MECHANISM: on paving profilers, reclaimers and stabilizers. This includes the drive shaft group, sheave groups, and clutch group. This excludes belts, chains and rotor brakes. 14) ELECTRONIC CONTROLS AND SENSORS: which function to direct power for moving the machine. This includes power shift controls, engine pressure controls, differential lock, and fingertip controls. Also includes the wiring connectors that are part of the designated power train components.

**Power Train Plus Hydraulics Extended Coverage:** The following components are covered. If a component is not listed, it is not covered. Power Train Plus Hydraulics coverage includes all of the above listed items under Power Train for the appropriately indicated hours and months, plus the following: 1) HYDRAULIC/STEERING HOSES AND LINES. 2) HYDRAULIC QUICK-COUPPLERS AND SWIVELS. 3) HYDRAULIC TANKS: includes specific internal parts. 4) HYDRAULIC OIL FILTER BASE, excluding hydraulic oil filters. 5) HYDRAULIC PUMPS AND MOTORS: including steering pumps (main and supplemental). 6) HYDRAULIC CYLINDERS: steering, suspension, and implement hydraulic cylinders (includes bulldozer and ripper cylinders on track-type tractors). 7) HYDRAULIC VALVES AND CONTROLS: includes all parts that make up a valve for directing or controlling hydraulic fluid for steering and implements, including automatic blade controls and bucket position controls. 8) HYDRAULIC ACCUMULATORS: steering and implement. 9) HYDRAULIC OIL COOLERS: steering and implement.

**Full Machine Extended Coverage:** All of the listed items included in the POWER TRAIN and POWER TRAIN PLUS HYDRAULICS coverage, plus all attachments/accessories that were installed on the product before delivery which are not covered by another warranty, for the appropriately indicated hours and months of coverage on the face of this document (whichever expires first). Governmental application "Full Machine Failsafe Coverage" will also include all fluid filters and pre-paid SOS as prescribed by Caterpillar's recommendations and a 95% machine availability as recorded by owner. Machine availability for Governmental application Full Machine Failsafe coverage will be determined by:

Scheduled Hours Available for Work (numerator)

Scheduled Hours (denominator)

The machine availability will be evaluated at 12-month intervals. If machine availability is below 95%, Western States Equipment will reimburse owner \$25.00 per hour for the

hours necessary to "enhance" availability to the 95% level.

Note: "Power Train", "Power Train Plus Hydraulics", and "Full Machine" coverage continue (unless transferred or terminated as per Section C or G below) until the expiration of the hours or months listed on the face of this document. The coverage period ends after reaching the specified number of months selected, or when the machine's hour meter reaches the specified number of hours limitation selected, whichever occurs first. Extended Coverage is available only through Western States Equipment for Caterpillar Equipment.

**Note:** Once Extended Coverage becomes effective, Western States Equipment's obligations there under extend only to the applicant identified on the face of this document, unless the remaining coverage is transferred to a subsequent end use purchaser of the product in accordance with Section F below, and indicated on the face of this document, or cancelled under Section G below.

**Note:** The travel time and mileage/hauling option is available only to Governmental application "Full Machine Failsafe coverage" option.

**B. ITEMS NOT COVERED:** Western States Equipment is not responsible for the following: 1) Premiums charged for overtime labor requested by the owner/lessee. 2) Transporting the product to and from the place where service is performed, or service calls made by the repairing dealer if the travel time and mileage/hauling option is not included. 3) Depreciation or damage caused by normal wear, lack of reasonable and proper maintenance, failure to follow operating instructions, misuse, lack of proper protection during storage, vandalism, the elements, collision or other accidents, or acts of God. 4) Normal maintenance and replacement of maintenance and wear items, such as filters, oil, fuel, hydraulic fluid, lubricants, coolants and conditioners, labor for taking oil sample, tires, Freon, batteries, lights, paint, fuses, glass, seat upholstery, undercarriage, lubricated joints (including pins and bushings), blades and cutting edge parts, belts, dry brakes, dry clutch linings, and bulbs. 5) Any defect in a non-covered component, or damage to or failure of a covered component caused by a defect in a non-covered component. 6) Travel time and mileage for Extended Repair Coverage repairs in the field, if travel time and mileage/hauling option is not included. 7) Auxiliary Equipment Manufacturers' attachments and new associated work tools and attachments carry only one warranty as prescribed by that manufacturer. 8) Western States Equipment will not be responsible for repairs, cost of repairs, or be assessed hours against the availability guarantee for damage or downtime caused by fire, vandalism, accident, operator's abuse, negligence, strikes, acts of God, failure to perform the manufacturer's recommended maintenance as set forth by the lube and maintenance guide, tire failure or Auxiliary Equipment or Attachments. 9) Owner/Lessee will not assess the time required to perform the manufacturer's recommended maintenance as set forth by the lube and maintenance guide against the availability guarantee. 10) All costs (including travel time and mileage/hauling) for repairs required because of abuse or improper operation will be charged to the owner/lessee. Minor repairs that do not affect the immediate and safe operation of the machine will be completed within the earliest possible period within Western States Equipment maintenance schedule.

**C. TERMINATION OF EXTENDED COVERAGE:** Western States Equipment is relieved of its obligation under Extended Coverage if: 1) The product is altered or modified in any manner not approved by Western States Equipment in writing. 2) The product's hour meter has been rendered inoperative or otherwise tampered with, or any malfunction of the service meter is not reported within 30 days of said malfunction in writing to Western States Equipment. 3) The product is removed from Western States' territory. 4) Use is made of the product within an application group other than the one designated in the original application for Extended Coverage for the product.

**D. LIMITATIONS OF WESTERN STATES EQUIPMENT LIABILITY:** In no event will Western States Equipment be liable for any incidental or consequential damages (including, without limitation, loss of profits, rental of substitute equipment, or other commercial loss) that may be caused due to a defect in the product of the breach of performance of Western States Equipment obligations under Extended Coverage.

**E. OBTAINING EXTENDED COVERAGE SERVICE:** To obtain service the owner/lessee must request Extended Coverage Service from the nearest Western States Equipment branch. When making a request, the owner/lessee must promptly make the product available for repair and inform the dealer of what they believe is the problem/defect. Extended Coverage service can be performed in the field if the owner/lessee and servicing branch agree to do so. However, Western States Equipment will not be held responsible for any additional cost incurred because of the decision to repair a machine in the field. Dealer Branches toll free number:

Idaho Falls, ID	877-552-2287	Pendleton, OR	888-388-2287
Lewiston, ID	800-842-2225	Pasco, WA	800-633-2287
Meridian, ID	800-852-2287	Spokane, WA	800-541-1234
Pocatello, ID	800-832-2287	Hayden, ID	208-762-6600 (Not a toll free number)
Twin Falls, ID	800-258-1009		
Kalispell, MT	800-635-7794		
Missoula, MT	800-548-1512		
LaGrande, OR	800-963-3101		

**F. TRANSFER OF UNUSED COVERAGE UPON RESALE:** Remaining Extended Coverage applicable to a used Caterpillar product is transferred to a subsequent end use purchaser only if: 1) The subsequent purchase is made before the product's Extended Coverage expires. 2) The product is determined by Western States Equipment to be in satisfactory condition following an inspection performed by an authorized Western States Equipment branch at the subsequent end use purchaser's expense. 3) The subsequent end use purchaser receives Western States Equipment's written confirmation of the transfer. 4) The use of the product by the subsequent end use purchaser remains in the initial/same application group designed on the product's original coverage application, or the subsequent end use purchaser pays the amount specified by Western States Equipment for conversion of the remaining coverage to a different application group.

**G. CANCELLATION OF COVERAGE:** The owner may cancel Extended Coverage: 1) Within thirty (30) days of machine purchase by original end use purchaser if no claim has been made, and receive a full refund of the coverage purchase price, less a \$50.00 cancellation fee. 2) At any other time during the coverage by the first end use purchaser and receive a pro rata refund of the coverage purchase price for the unexpired term of the coverage, based on the number of lapsed months, less a \$50.00 cancellation fee. 3) Prior to cancellation owner/lessee must provide written notice of the intent to cancel coverage to the nearest Western States Equipment branch.

**H. COVERAGE AFFORDED UNDER THIS CONTRACT IS NOT GUARANTEED BY THE IDAHO INSURANCE GUARANTY ASSOCIATION. OBLIGATIONS OF THE MACHINE SERVICE CONTRACT PROVIDER UNDER THIS MACHINE SERVICE CONTRACT ARE GUARANTEED UNDER A SERVICE CONTRACT LIABILITY POLICY. SHOULD THE MACHINE SERVICE CONTRACT PROVIDER FAIL TO PAY OR PROVIDE SERVICE ON ANY CLAIM WITHIN SIXTY (60) DAYS AFTER PROOF OF LOSS HAS BEEN FILED, THE MACHINE SERVICE CONTRACT HOLDER IS ENTITLED TO MAKE A CLAIM DIRECTLY AGAINST THE INSURANCE COMPANY.**

**I. UPON FAILURE OF THE OBLIGOR TO PERFORM UNDER THE CONTRACT, CATERPILLAR INSURANCE COMPANY SHALL PAY ON BEHALF OF THE OBLIGOR ANY SUMS THE OBLIGOR IS LEGALLY OBLIGATED TO PAY OR SHALL PROVIDE THE SERVICE THAT THE OBLIGOR IS LEGALLY OBLIGATED TO PERFORM ACCORDING TO THE OBLIGOR'S CONTRACTUAL OBLIGATION UNDER THE SERVICE CONTRACTS ISSUED BY THE OBLIGOR, AND CATERPILLAR INSURANCE COMPANY WILL PAY CLAIMS AGAINST THE OBLIGOR FOR THE RETURN OF THE UNEARNED PURCHASE PRICE OF THE SERVICE CONTRACT.**

**J. THIS DOCUMENT IS NOT AN IMPLIED WARRANTY. THIS COVERAGE IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. REMEDIES UNDER THIS COVERAGE ARE LIMITED TO THE PROVISION OF MATERIAL AND LABOR, AS SPECIFIED HEREIN. WESTERN STATES EQUIPMENT IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.**

**K. REGISTER OBLIGOR: WESTERN STATES EQUIPMENT COMPANY IS REGISTERED OBLIGOR, WHO IS CONTRACTUALLY OBLIGATED TO THE SERVICE CONTRACT HOLDER OWNERS NAME TO PROVIDE SERVICE UNDER THIS SERVICE AGREEMENT. WESTERN STATES EQUIPMENT COMPANY CAN BE CONTACTED AT THE FOLLOWING ADDRESS OR PHONE NUMBER: WESTERN STATES EQUIPMENT COMPANY 500 E OVERLAND ROAD, MERIDIAN, ID 83642 (208) 888-2287. SERVICE CONTRACT INSURER: CATERPILLAR INSURANCE COMPANY 2120 WEST END AVE., NASHVILLE, TENNESSEE 37203 | 800 248-4228**





## DIGITAL AUTHORIZATION

CATERPILLAR TELEMATICS DATA AND CAT REMOTE SERVICES-SOFTWARE UPDATES PROCESS FOR SELECT PRODUCT LINK TELEMATICS AND CAT EQUIPMENT CONTROL MODULE SOFTWARE.

Customer equipment has installed devices that transmit data to Caterpillar Inc. ("Caterpillar").

Data transmitted to Caterpillar is used in accordance with Caterpillar's Data Governance Statement ("DGS"), which describes Caterpillar's practices for collecting, sharing and using data and information related to customers machines, products, Devices or other Assets and their associated worksites. The DGS can be reviewed at <https://www.caterpillar.com/en/legal-notices/data-governance-statement.html>.

Caterpillar's process for performing remote diagnostics and making available remote software and firmware updates and upgrades, such as configuration, patches, bug fixes, new or enhanced features, etc., for Assets and Devices is described in the Cat® Remote Services – Software Update Process for select ProductLink™ Telematics and Cat Equipment Control Module Software document (the "RSP Document"). The RSP Document can be reviewed at [https://www.cat.com/remoteservicesprocess\\_ga=2.245276421.1412167159.1561985855-475983137.1559312215](https://www.cat.com/remoteservicesprocess_ga=2.245276421.1412167159.1561985855-475983137.1559312215).

Company acknowledges and agrees to data transmission to Caterpillar via devices installed on Company equipment or by other means as outlined and described in the DGS, and grants to Caterpillar the right to collect, use, and share such information, including to its Distribution Networks or other affiliates, in accordance with the [Caterpillar Data Governance Statement](#). Company's authorization also applies to any data and information previously collected by Caterpillar.

AGREE

DECLINE

Company acknowledges and agrees to participate in Remote Services (including, remote diagnostics and remote updates and upgrades) and authorizes Caterpillar to remotely access, program, and install updates and upgrades for Company's Assets and Devices in accordance with the [Remote Services Process Document](#).

AGREE

DECLINE

The rights granted in this authorization survive the termination or expiration of the Company's subscriptions to any Digital Offerings. Except as set out in a written agreement between Company and Caterpillar expressly referencing the Data Governance Statement, this authorization supersedes and replaces any other authorizations with regard to the subject matter hereof.

### FOR DEALER USE ONLY

Company : Bannock County

Company Name (print) : \_\_\_\_\_

Company Representative (print) : Ernie Moser

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

Date : Nov. 20, 2025

Company UCID : \_\_\_\_\_

Company Representative CWS ID : \_\_\_\_\_

Main Store Dealer Code : \_\_\_\_\_

Dealer Representative Name : \_\_\_\_\_

Dealer Representative CWS ID : \_\_\_\_\_

# Governmental Buyback



Dear Bannock County Solid Waste,

Monday, November 17, 2025

Reference Agreement: Q000417231-6

Please accept this letter as a guarantee for purchase of your Caterpillar machine mentioned in the box below. This guarantee is made in conjunction with the Governmental Failsafe Warranty. We agree to purchase this unit from you at the end of the term for the amount of value based on maximum of S.M.U's stated below. If the time period or service meter unit limits are exceeded the above machine will be appraised to determine a new value. Term begins at date of delivery, or start of financial contract.

Model	Serial Number	Term - Amount - Maximum S.M.U.'s
816	J6N00506	Governmental Buyback 5 year / 7000 Hour

Lessee agrees that each Unit, upon its return, shall:

1. Be in sound mechanical condition and to be in good working order under full load.
2. Have the same attachments and piece parts as when delivered.
3. If machine is equipped with tires: have tires in safe and operable condition with a minimum of (40%) of wear remaining tread life and all of the same style (no recapped tires).
4. If machine is equipped with tracks: have a minimum of forty percent (40%) life remaining on all undercarriage components including track shoes, links, pins and bushings, idlers, bogies, sprockets, carrier rollers, track rollers.
5. Have no cracked or broken glass.
6. Have no missing sheet metal and any damage to sheet metal.
7. Have no structural damage to frame.
8. Have met the full requirement of the warranty procedures, including scheduled oil sampling at the prescribed intervals.
9. Have no damage or modification to machine ROPS (roll over protection structure) per Caterpillar guidelines, repair or replacement of ROPS will be billed at time of return.

We require ninety (90) days written notice if you choose to exercise this guarantee and transfer title of the above-described equipment to Western States Equipment Company.

It is understood that under this agreement that the "terms of return" will be met and/or brought into compliance before this re-purchase agreement will be fully executed. Items that are out of compliance will be repaired and billed to Bannock County Solid Waste.

If you have any questions or if we may be of further assistance, please call.

Sincerely,

\_\_\_\_\_  
Vice President, Finance

\_\_\_\_\_  
Ernie Moser Authorized Signature 11/20/25

\_\_\_\_\_  
Used Equipment Manager

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First Name

---

Last Name

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Email

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Phone

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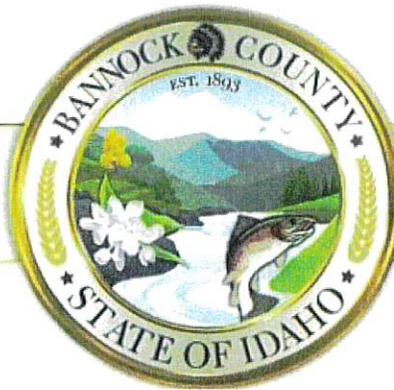
Company

**WHAT WOULD YOU LIKE ACCESS TO?**

- VisionLink<sup>®</sup> (fleet management)
- Parts.Cat.Com/Cat<sup>®</sup> Central (buy parts online)
- Cat<sup>®</sup> Inspect (paperless inspection platform)
- Cat<sup>®</sup> SOS Manager (oil samples)
- Cat<sup>®</sup> Rental Store (manage equipment rentals)
- Cat<sup>®</sup> SIS (service & parts information)

**BANNOCK COUNTY COMMISSIONERS**

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



**ERNIE MOSER**  
Commissioner  
1st District

**JEFF HOUGH**  
Commissioner  
2nd District

**KEN BULLOCK**  
Commissioner  
3rd District

**AGENDA REQUEST FORM**

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

Shanda Crystal/Procurement

**Item to be considered/background:**

To discuss a request (1) for potential signatures on contracts for the Surveyor Review Roster and (2) a procurement update.

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

5 minutes

11/20/25

**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:**

Alisse Foster

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

Commissioner Office Only:

Date: 11/20/25 Time: \_\_\_\_\_



# Independent Surveyor Agreement

Procurement Contract Number 2025.018

Project Name: Surveyor Review Roster  
Contractor: Matthew S. Baker, PLS CFedS

AGREEMENT made between Bannock County (herein "*COUNTY*"), a political subdivision of the state of Idaho, and Matthew S. Baker, PLS CFedS (herein "*SURVEYOR*"), duly authorized to do business in the State of Idaho.

## THE PARTIES AGREE AS FOLLOWS:

1. **CONTRACT:** *COUNTY* hereby employs *SURVEYOR* as an independent contractor to complete and perform the following work:

The *SURVEYOR* shall follow local and legal conventions of the industry and shall:

- Conduct surveyor plat reviews for Bannock County per Idaho Code 50-1305.
- *SURVEYOR* will be emailed by Planning and Development Staff (herein "*STAFF*") during the assigned month.
  - The email will include a copy of the plat to be reviewed.
  - The surveyor will have ten (10) County business days to complete and return the review to *STAFF*.
  - If corrections are required, *STAFF* will send a corrected plat to the *SURVEYOR* for a second review.
    - This review must be completed within an additional ten (10) County business days.
  - After corrections, or upon completion of initial review, the *SURVEYOR* will send *STAFF* a formal approval letter.
    - No emails will be accepted.
- Once reviews are complete, the *SURVEYOR* will be required to sign the plat as the 'County Reviewing Surveyor'

Surveyor Roster will be on a monthly rotation, as follows:

- January – Surveyor 1
- February – Surveyor 2
- March – Surveyor 3
- April – Surveyor 1
- May – Surveyor 2
- June – Surveyor 3
- July – Surveyor 1
- August – Surveyor 2
- September – Surveyor 3
- October – Surveyor 1
- November – Surveyor 2
- December – Surveyor 3

Plat Reviews will not be allowed to be reviewed by the originating surveyor. If a required plat review has been originally created by the reviewing *SURVEYOR* assigned for that month, the review will be forwarded to the *SURVEYOR* assigned to the following month.



# Independent Surveyor Agreement

Procurement Contract Number 2025.018

*SURVEYOR* agrees to provide all materials and services for the project in accordance with the attached written scope of services. *SURVEYOR* is not allowed to subcontract any part of these contract services.

**2. TIME OF PERFORMANCE AND TERMINATION:** Parties agree that:

Parties agree *SURVEYOR* shall commence work according to the schedule in the RFQ on December 1, 2025 and complete the project by September 30, 2026 with four (4) additional one-year terms available for automatic renewal upon approved funding and satisfactory contract performance.

**3. COMPENSATION:** *COUNTY* agrees to pay *SURVEYOR* as compensation:

The *SURVEYOR* will submit invoices to *STAFF* no later than ten (10) days after their assigned month is complete. Invoices will be processed within 3 weeks and checks will be mailed to the address listed on the contract.

The fee payable for a subdivision plat review will be the total of a base rate plus a fee per lot.

The fee schedule will be as follows:

- Review fees for Final Plats within unincorporated areas of Bannock County shall be \$500 base fee and \$30 per lot.
- Review fees for Final Plats in cities which provide a review prior to a County review shall be \$350 base fee and \$30 per lot.
- Review fees for Final Plats in cities which do not provide a review prior to a County review shall be \$500 base fee and \$30 per lot.

If the reviewing *SURVEYOR* requires an in-depth second review, the additional fees may be billed as mutually agreed upon between the reviewing *SURVEYOR* and *STAFF*, according to the outlined fee schedule.

**4. NOTICES:** Any and all notices required or permitted to be given by either party hereto, unless otherwise stated in the Agreement, shall be in writing and be deemed communicated when mailed in the United States mail, certified, return receipt requested, as addressed as follows:

**Bannock County  
Commissioner's Office  
624 East Center, Room 101  
Pocatello, Idaho 83201**

**Matthew S. Baker, PLS CFedS  
Sunrise Engineering  
600 East Oak Street  
Pocatello, Idaho 83201**

Either party may change their address for the purpose of this paragraph by giving written notice of such change to the other in the manner provided by Section 4 (Notices) herein.

**5. INDEPENDENT SURVEYOR:** The parties agree that *SURVEYOR* is the independent *SURVEYOR* of *COUNTY* and in no way an employee or agent of *COUNTY* and is not entitled to workers compensation or any benefit of employment with the *COUNTY*. *COUNTY* shall have no control over the performance of this Agreement by *SURVEYOR* or its employees, except to specify the time and place of performance, and the results to be achieved. *COUNTY* shall have no responsibility for security or protection of *SURVEYOR'S* supplies or equipment. *SURVEYOR* agrees to pay and be responsible for all taxes due from the compensation received under this contract.



# Independent Surveyor Agreement

Procurement Contract Number 2025.018

6. **FEDERAL, STATE, AND LOCAL PAYROLL TAXES:** Neither federal, state, or local income taxes nor payroll taxes of any kind shall be withheld and paid by COUNTY on behalf of SURVEYOR or the employees of SURVEYOR. SURVEYOR shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes. SURVEYOR understands that SURVEYOR is responsible to pay, according to law, SURVEYOR's income tax. SURVEYOR further understands that SURVEYOR may be liable for self-employment (Social Security) tax to be paid by SURVEYOR according to law.

7. **LICENSE:** SURVEYOR shall be required to have an active Idaho surveyor license for the duration of this contract and shall notify COUNTY ten (10) days prior to cancellation of said license.

8. **LICENSE AND LAW:** SURVEYOR represents that they possess the skill and experience necessary and all licenses required to perform the services under their agreement. SURVEYOR further agrees to comply with all applicable laws in the performance of the services hereunder and shall notify COUNTY ten (10) days prior to cancellation of said license. Violations of statute, unethical behavior, unprofessional conduct, or any actions which discredit or dishonor the COUNTY may be grounds to terminate this contract.

9. **ASSIGNMENT:** It is expressly agreed and understood by the parties hereto, that SURVEYOR shall not have the right to assign, transfer, hypothecate or sell any of its rights under this Agreement except upon the prior express written consent of COUNTY.

10. **NON-APPROPRIATION:** Expenditures not appropriated by COUNTY in its current fiscal year budget are deemed to be contingent liabilities only and are subject to appropriation in subsequent fiscal year budgets. In the event no funds or insufficient funds are appropriated and budgeted in any subsequent fiscal period by COUNTY for performance under this Agreement, COUNTY shall notify the other party(ies) and this Agreement shall terminate. Payments under this agreement shall be completed to the date of notification, except that no payment shall be made or due under this Agreement beyond those amounts appropriated and budgeted by COUNTY to fund payments under this Agreement.

11. **REMEDIES FOR NON-PERFORMANCE:** In the event the SURVEYOR fails to perform the services required under this Agreement in accordance with its terms, the COUNTY may, after providing written notice of such failure and a reasonable opportunity to cure (not to exceed three [3] calendar days unless otherwise agreed), exercise one or more of the following remedies:

1. Require the SURVEYOR to promptly re-perform, at no additional cost to the COUNTY, any work determined to be deficient or unsatisfactory;
2. Withhold payment, in whole or in part, until such deficiencies are corrected;
3. Obtain substitute services from another source, and charge the SURVEYOR for any additional costs incurred by the County;
4. Pursue any other remedy available at law or equity.

If, in the sole discretion of the COUNTY, the SURVEYOR's failure to perform creates an immediate risk to public health, safety, or the protection of COUNTY facilities, the COUNTY may, without prior notice, obtain substitute review services and charge the SURVEYOR for any and all costs incurred.

Repeated or material failures by the SURVEYOR to provide services in accordance with the Agreement shall constitute cause for termination. Upon such termination, the COUNTY may procure substitute surveyor review services and the SURVEYOR shall be liable for any additional costs incurred by the COUNTY through the completion of the contract term.



# Independent Surveyor Agreement

Procurement Contract Number 2025.018

**12. CUMULATIVE REMEDIES:** The remedies provided herein shall be cumulative and not exclusive, and the COUNTY's decision to exercise any remedy shall not be deemed a waiver of its right to pursue additional remedies.

**13. TERMINATION FOR CAUSE:** If, through any cause, SURVEYOR shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if SURVEYOR shall violate any of the covenants, agreements, or stipulations, of this Agreement, COUNTY shall thereupon have the right to terminate this Agreement by giving written notice to SURVEYOR of such termination and specifying the effective date thereof at least fifteen (15) days before the effective date of such termination, If this Agreement is terminated for cause, SURVEYOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, SURVEYOR shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by SURVEYOR, and COUNTY may withhold any payments to SURVEYOR for the purposes of set-off until such time as the exact amount of damages due COUNTY from SURVEYOR is determined. This provision shall survive the termination of this Agreement and shall not relieve SURVEYOR of its liability to COUNTY for damages.

**14. TERMINATION FOR CONVENIENCE:** Either COUNTY or SURVEYOR may terminate this Agreement at any time by giving at least fifteen (15) days' notice in writing. If the Agreement is terminated by COUNTY as provided herein, SURVEYOR will be paid an amount which bears the same ratio to the total compensation as the work actually performed bear to the total services of SURVEYOR covered by this Agreement, less payments of compensation previously made. If this Agreement is terminated due to the fault of SURVEYOR, Section 13 (Termination for Cause) hereof relative to termination will apply.

**15. INDEMNIFICATION:** SURVEYOR agrees to indemnify, defend, and hold harmless COUNTY, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of SURVEYOR, SURVEYOR's agents, employees, or representatives under this Agreement.

**16. INSURANCE:** SURVEYOR agrees to obtain and keep in force during its acts under this Agreement a comprehensive Commercial General Liability Insurance policy in the minimum amount of \$1,000,000 each occurrence \$2,000,000 in the aggregate and Automobile Liability Insurance in the minimum amount of \$500,000 each accident, which shall name and protect SURVEYOR, all SURVEYOR's employees, COUNTY, and its officers, agents and employees, from and against any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with the SURVEYOR's acts. SURVEYOR shall provide proof of liability coverage as set forth above to COUNTY prior to commencing its performance as herein provided, and require insurer to notify COUNTY ten (10) days prior to cancellation of said policy.

**17. NONWAIVER:** Failure of either party to exercise any of the rights under their Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.

**18. CHOICE OF LAW:** Any dispute under their Agreement, or related to their Agreement, shall be decided in accordance with the laws of the state of Idaho.

**19. SEVERABILITY:** If any part of this Agreement is held unenforceable, the remaining portions of the Agreement will nevertheless remain in full force and effect.

**20. ENTIRE AGREEMENT:** This, is the entire agreement of the parties and can only be modified or amended in writing by the parties.



# Independent Surveyor Agreement

Procurement Contract Number 2025.018

21. **ATTORNEY FEES:** Reasonable attorney fees shall be awarded to the prevailing party in any action to enforce this Agreement or to declare forfeiture or termination of this Agreement.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2025.

COUNTY:

BANNOCK COUNTY COMMISSIONERS

SURVEYOR:

Matthew S. Baker, PLS CFedS

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

By \_\_\_\_\_  
(Name)

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

Its \_\_\_\_\_  
(Title or Office)

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

WITNESS:

ATTEST:

\_\_\_\_\_  
(Signature of Witness or Notary Public)

\_\_\_\_\_  
Clerk of Bannock County



# Independent Surveyor Agreement

Procurement Contract Number 2025.018

Project Name: Surveyor Review Roster

Contractor: Adam Thayer, PLS

AGREEMENT made between Bannock County (herein "*COUNTY*"), a political subdivision of the state of Idaho, and Adam Thayer, PLS (herein "*SURVEYOR*"), duly authorized to do business in the State of Idaho.

THE PARTIES AGREE AS FOLLOWS:

1. **CONTRACT:** *COUNTY* hereby employs *SURVEYOR* as an independent contractor to complete and perform the following work:

The *SURVEYOR* shall follow local and legal conventions of the industry and shall:

- Conduct surveyor plat reviews for Bannock County per Idaho Code 50-1305.
- *SURVEYOR* will be emailed by Planning and Development Staff (herein "*STAFF*") during the assigned month.
  - The email will include a copy of the plat to be reviewed.
  - The surveyor will have ten (10) County business days to complete and return the review to *STAFF*.
  - If corrections are required, *STAFF* will send a corrected plat to the *SURVEYOR* for a second review.
    - This review must be completed within an additional ten (10) County business days.
  - After corrections, or upon completion of initial review, the *SURVEYOR* will send *STAFF* a formal approval letter.
    - No emails will be accepted.
- Once reviews are complete, the *SURVEYOR* will be required to sign the plat as the 'County Reviewing Surveyor'

Surveyor Roster will be on a monthly rotation, as follows:

- January – Surveyor 1
- February – Surveyor 2
- March – Surveyor 3
- April – Surveyor 1
- May – Surveyor 2
- June – Surveyor 3
- July – Surveyor 1
- August – Surveyor 2
- September – Surveyor 3
- October – Surveyor 1
- November – Surveyor 2
- December – Surveyor 3

Plat Reviews will not be allowed to be reviewed by the originating surveyor. If a required plat review has been originally created by the reviewing *SURVEYOR* assigned for that month, the review will be forwarded to the *SURVEYOR* assigned to the following month.



# Independent Surveyor Agreement

Procurement Contract Number 2025.018

*SURVEYOR* agrees to provide all materials and services for the project in accordance with the attached written scope of services. *SURVEYOR* is not allowed to subcontract any part of these contract services.

**2. TIME OF PERFORMANCE AND TERMINATION:** Parties agree that:

Parties agree *SURVEYOR* shall commence work according to the schedule in the RFQ on December 1, 2025 and complete the project by September 30, 2026 with four (4) additional one-year terms available for automatic renewal upon approved funding and satisfactory contract performance.

**3. COMPENSATION:** *COUNTY* agrees to pay *SURVEYOR* as compensation:

The *SURVEYOR* will submit invoices to *STAFF* no later than ten (10) days after their assigned month is complete. Invoices will be processed within 3 weeks and checks will be mailed to the address listed on the contract.

The fee payable for a subdivision plat review will be the total of a base rate plus a fee per lot.

The fee schedule will be as follows:

- Review fees for Final Plats within unincorporated areas of Bannock County shall be \$500 base fee and \$30 per lot.
- Review fees for Final Plats in cities which provide a review prior to a County review shall be \$350 base fee and \$30 per lot.
- Review fees for Final Plats in cities which do not provide a review prior to a County review shall be \$500 base fee and \$30 per lot.

If the reviewing *SURVEYOR* requires an in-depth second review, the additional fees may be billed as mutually agreed upon between the reviewing *SURVEYOR* and *STAFF*, according to the outlined fee schedule.

**4. NOTICES:** Any and all notices required or permitted to be given by either party hereto, unless otherwise stated in the Agreement, shall be in writing and be deemed communicated when mailed in the United States mail, certified, return receipt requested, as addressed as follows:

**Bannock County  
Commissioner's Office  
624 East Center, Room 101  
Pocatello, Idaho 83201**

**Adam Thayer, PLS  
Dioptra, LLC  
4880 Clover Dell Road  
Chubbuck, Idaho 83202**

Either party may change their address for the purpose of this paragraph by giving written notice of such change to the other in the manner provided by Section 4 (Notices) herein.

**5. INDEPENDENT SURVEYOR:** The parties agree that *SURVEYOR* is the independent *SURVEYOR* of *COUNTY* and in no way an employee or agent of *COUNTY* and is not entitled to workers compensation or any benefit of employment with the *COUNTY*. *COUNTY* shall have no control over the performance of this Agreement by *SURVEYOR* or its employees, except to specify the time and place of performance, and the results to be achieved. *COUNTY* shall have no responsibility for security or protection of *SURVEYOR'S* supplies or equipment. *SURVEYOR* agrees to pay and be responsible for all taxes due from the compensation received under this contract.



# Independent Surveyor Agreement

Procurement Contract Number 2025.018

6. **FEDERAL, STATE, AND LOCAL PAYROLL TAXES:** Neither federal, state, or local income taxes nor payroll taxes of any kind shall be withheld and paid by COUNTY on behalf of SURVEYOR or the employees of SURVEYOR. SURVEYOR shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes. SURVEYOR understands that SURVEYOR is responsible to pay, according to law, SURVEYOR's income tax. SURVEYOR further understands that SURVEYOR may be liable for self-employment (Social Security) tax to be paid by SURVEYOR according to law.

7. **LICENSE:** SURVEYOR shall be required to have an active Idaho surveyor license for the duration of this contract and shall notify COUNTY ten (10) days prior to cancellation of said license.

8. **LICENSE AND LAW:** SURVEYOR represents that they possess the skill and experience necessary and all licenses required to perform the services under their agreement. SURVEYOR further agrees to comply with all applicable laws in the performance of the services hereunder and shall notify COUNTY ten (10) days prior to cancellation of said license. Violations of statute, unethical behavior, unprofessional conduct, or any actions which discredit or dishonor the COUNTY may be grounds to terminate this contract.

9. **ASSIGNMENT:** It is expressly agreed and understood by the parties hereto, that SURVEYOR shall not have the right to assign, transfer, hypothecate or sell any of its rights under this Agreement except upon the prior express written consent of COUNTY.

10. **NON-APPROPRIATION:** Expenditures not appropriated by COUNTY in its current fiscal year budget are deemed to be contingent liabilities only and are subject to appropriation in subsequent fiscal year budgets. In the event no funds or insufficient funds are appropriated and budgeted in any subsequent fiscal period by COUNTY for performance under this Agreement, COUNTY shall notify the other party(ies) and this Agreement shall terminate. Payments under this agreement shall be completed to the date of notification, except that no payment shall be made or due under this Agreement beyond those amounts appropriated and budgeted by COUNTY to fund payments under this Agreement.

11. **REMEDIES FOR NON-PERFORMANCE:** In the event the SURVEYOR fails to perform the services required under this Agreement in accordance with its terms, the COUNTY may, after providing written notice of such failure and a reasonable opportunity to cure (not to exceed three [3] calendar days unless otherwise agreed), exercise one or more of the following remedies:

1. Require the SURVEYOR to promptly re-perform, at no additional cost to the COUNTY, any work determined to be deficient or unsatisfactory;
2. Withhold payment, in whole or in part, until such deficiencies are corrected;
3. Obtain substitute services from another source, and charge the SURVEYOR for any additional costs incurred by the County;
4. Pursue any other remedy available at law or equity.

If, in the sole discretion of the COUNTY, the SURVEYOR's failure to perform creates an immediate risk to public health, safety, or the protection of COUNTY facilities, the COUNTY may, without prior notice, obtain substitute review services and charge the SURVEYOR for any and all costs incurred.

Repeated or material failures by the SURVEYOR to provide services in accordance with the Agreement shall constitute cause for termination. Upon such termination, the COUNTY may procure substitute surveyor review services and the SURVEYOR shall be liable for any additional costs incurred by the COUNTY through the completion of the contract term.



# Independent Surveyor Agreement

Procurement Contract Number 2025.018

**12. CUMULATIVE REMEDIES:** The remedies provided herein shall be cumulative and not exclusive, and the COUNTY's decision to exercise any remedy shall not be deemed a waiver of its right to pursue additional remedies.

**13. TERMINATION FOR CAUSE:** If, through any cause, SURVEYOR shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if SURVEYOR shall violate any of the covenants, agreements, or stipulations, of this Agreement, COUNTY shall thereupon have the right to terminate this Agreement by giving written notice to SURVEYOR of such termination and specifying the effective date thereof at least fifteen (15) days before the effective date of such termination, If this Agreement is terminated for cause, SURVEYOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, SURVEYOR shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by SURVEYOR, and COUNTY may withhold any payments to SURVEYOR for the purposes of set-off until such time as the exact amount of damages due COUNTY from SURVEYOR is determined. This provision shall survive the termination of this Agreement and shall not relieve SURVEYOR of its liability to COUNTY for damages.

**14. TERMINATION FOR CONVENIENCE:** Either COUNTY or SURVEYOR may terminate this Agreement at any time by giving at least fifteen (15) days' notice in writing. If the Agreement is terminated by COUNTY as provided herein, SURVEYOR will be paid an amount which bears the same ratio to the total compensation as the work actually performed bear to the total services of SURVEYOR covered by this Agreement, less payments of compensation previously made. If this Agreement is terminated due to the fault of SURVEYOR, Section 13 (Termination for Cause) hereof relative to termination will apply.

**15. INDEMNIFICATION:** SURVEYOR agrees to indemnify, defend, and hold harmless COUNTY, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of SURVEYOR, SURVEYOR's agents, employees, or representatives under this Agreement.

**16. INSURANCE:** SURVEYOR agrees to obtain and keep in force during its acts under this Agreement a comprehensive Commercial General Liability Insurance policy in the minimum amount of \$1,000,000 each occurrence \$2,000,000 in the aggregate and Automobile Liability Insurance in the minimum amount of \$500,000 each accident, which shall name and protect SURVEYOR, all SURVEYOR's employees, COUNTY, and its officers, agents and employees, from and against any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with the SURVEYOR's acts. SURVEYOR shall provide proof of liability coverage as set forth above to COUNTY prior to commencing its performance as herein provided, and require insurer to notify COUNTY ten (10) days prior to cancellation of said policy.

**17. NONWAIVER:** Failure of either party to exercise any of the rights under their Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.

**18. CHOICE OF LAW:** Any dispute under their Agreement, or related to their Agreement, shall be decided in accordance with the laws of the state of Idaho.

**19. SEVERABILITY:** If any part of this Agreement is held unenforceable, the remaining portions of the Agreement will nevertheless remain in full force and effect.

**20. ENTIRE AGREEMENT:** This, is the entire agreement of the parties and can only be modified or amended in writing by the parties.



# Independent Surveyor Agreement

Procurement Contract Number 2025.018

21. **ATTORNEY FEES:** Reasonable attorney fees shall be awarded to the prevailing party in any action to enforce this Agreement or to declare forfeiture or termination of this Agreement.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2025.

COUNTY:

BANNOCK COUNTY COMMISSIONERS

SURVEYOR:

Adam Thayer, PLS

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

By \_\_\_\_\_  
(Name)

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

Its \_\_\_\_\_  
(Title or Office)

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

WITNESS:

ATTEST:

\_\_\_\_\_  
(Signature of Witness or Notary Public)

\_\_\_\_\_  
Clerk of Bannock County



# Independent Surveyor Agreement

Procurement Contract Number 2025.018

Project Name: Surveyor Review Roster

Contractor: Stewart K. Ward, PLS

AGREEMENT made between Bannock County (herein "*COUNTY*"), a political subdivision of the state of Idaho, and Stewart K. Ward, PLS (herein "*SURVEYOR*"), duly authorized to do business in the State of Idaho.

THE PARTIES AGREE AS FOLLOWS:

1. **CONTRACT:** *COUNTY* hereby employs *SURVEYOR* as an independent contractor to complete and perform the following work:

The *SURVEYOR* shall follow local and legal conventions of the industry and shall:

- Conduct surveyor plat reviews for Bannock County per Idaho Code 50-1305.
- *SURVEYOR* will be emailed by Planning and Development Staff (herein "*STAFF*") during the assigned month.
  - The email will include a copy of the plat to be reviewed.
  - The surveyor will have ten (10) County business days to complete and return the review to *STAFF*.
  - If corrections are required, *STAFF* will send a corrected plat to the *SURVEYOR* for a second review.
    - This review must be completed within an additional ten (10) County business days.
  - After corrections, or upon completion of initial review, the *SURVEYOR* will send *STAFF* a formal approval letter.
    - No emails will be accepted.
- Once reviews are complete, the *SURVEYOR* will be required to sign the plat as the 'County Reviewing Surveyor'

Surveyor Roster will be on a monthly rotation, as follows:

- January – Surveyor 1
- February – Surveyor 2
- March – Surveyor 3
- April – Surveyor 1
- May – Surveyor 2
- June – Surveyor 3
- July – Surveyor 1
- August – Surveyor 2
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- October – Surveyor 1
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Plat Reviews will not be allowed to be reviewed by the originating surveyor. If a required plat review has been originally created by the reviewing *SURVEYOR* assigned for that month, the review will be forwarded to the *SURVEYOR* assigned to the following month.



# Independent Surveyor Agreement

Procurement Contract Number 2025.018

*SURVEYOR* agrees to provide all materials and services for the project in accordance with the attached written scope of services. *SURVEYOR* is not allowed to subcontract any part of these contract services.

**2. TIME OF PERFORMANCE AND TERMINATION:** Parties agree that:

Parties agree *SURVEYOR* shall commence work according to the schedule in the RFQ on December 1, 2025 and complete the project by September 30, 2026 with four (4) additional one-year terms available for automatic renewal upon approved funding and satisfactory contract performance.

**3. COMPENSATION:** *COUNTY* agrees to pay *SURVEYOR* as compensation:

The *SURVEYOR* will submit invoices to *STAFF* no later than ten (10) days after their assigned month is complete. Invoices will be processed within 3 weeks and checks will be mailed to the address listed on the contract.

The fee payable for a subdivision plat review will be the total of a base rate plus a fee per lot.

The fee schedule will be as follows:

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**4. NOTICES:** Any and all notices required or permitted to be given by either party hereto, unless otherwise stated in the Agreement, shall be in writing and be deemed communicated when mailed in the United States mail, certified, return receipt requested, as addressed as follows:

**Bannock County  
Commissioner's Office  
624 East Center, Room 101  
Pocatello, Idaho 83201**

**Stewart K. Ward, PLS  
Dioptra, LLC  
4880 Clover Dell Road  
Chubbuck, Idaho 83202**

Either party may change their address for the purpose of this paragraph by giving written notice of such change to the other in the manner provided by Section 4 (Notices) herein.

**5. INDEPENDENT SURVEYOR:** The parties agree that *SURVEYOR* is the independent *SURVEYOR* of *COUNTY* and in no way an employee or agent of *COUNTY* and is not entitled to workers compensation or any benefit of employment with the *COUNTY*. *COUNTY* shall have no control over the performance of this Agreement by *SURVEYOR* or its employees, except to specify the time and place of performance, and the results to be achieved. *COUNTY* shall have no responsibility for security or protection of *SURVEYOR'S* supplies or equipment. *SURVEYOR* agrees to pay and be responsible for all taxes due from the compensation received under this contract.



# Independent Surveyor Agreement

Procurement Contract Number 2025.018

6. **FEDERAL, STATE, AND LOCAL PAYROLL TAXES:** Neither federal, state, or local income taxes nor payroll taxes of any kind shall be withheld and paid by COUNTY on behalf of SURVEYOR or the employees of SURVEYOR. SURVEYOR shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes. SURVEYOR understands that SURVEYOR is responsible to pay, according to law, SURVEYOR's income tax. SURVEYOR further understands that SURVEYOR may be liable for self-employment (Social Security) tax to be paid by SURVEYOR according to law.

7. **LICENSE:** SURVEYOR shall be required to have an active Idaho surveyor license for the duration of this contract and shall notify COUNTY ten (10) days prior to cancellation of said license.

8. **LICENSE AND LAW:** SURVEYOR represents that they possess the skill and experience necessary and all licenses required to perform the services under their agreement. SURVEYOR further agrees to comply with all applicable laws in the performance of the services hereunder and shall notify COUNTY ten (10) days prior to cancellation of said license. Violations of statute, unethical behavior, unprofessional conduct, or any actions which discredit or dishonor the COUNTY may be grounds to terminate this contract.

9. **ASSIGNMENT:** It is expressly agreed and understood by the parties hereto, that SURVEYOR shall not have the right to assign, transfer, hypothecate or sell any of its rights under this Agreement except upon the prior express written consent of COUNTY.

10. **NON-APPROPRIATION:** Expenditures not appropriated by COUNTY in its current fiscal year budget are deemed to be contingent liabilities only and are subject to appropriation in subsequent fiscal year budgets. In the event no funds or insufficient funds are appropriated and budgeted in any subsequent fiscal period by COUNTY for performance under this Agreement, COUNTY shall notify the other party(ies) and this Agreement shall terminate. Payments under this agreement shall be completed to the date of notification, except that no payment shall be made or due under this Agreement beyond those amounts appropriated and budgeted by COUNTY to fund payments under this Agreement.

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1. Require the SURVEYOR to promptly re-perform, at no additional cost to the COUNTY, any work determined to be deficient or unsatisfactory;
2. Withhold payment, in whole or in part, until such deficiencies are corrected;
3. Obtain substitute services from another source, and charge the SURVEYOR for any additional costs incurred by the County;
4. Pursue any other remedy available at law or equity.

If, in the sole discretion of the COUNTY, the SURVEYOR's failure to perform creates an immediate risk to public health, safety, or the protection of COUNTY facilities, the COUNTY may, without prior notice, obtain substitute review services and charge the SURVEYOR for any and all costs incurred.

Repeated or material failures by the SURVEYOR to provide services in accordance with the Agreement shall constitute cause for termination. Upon such termination, the COUNTY may procure substitute surveyor review services and the SURVEYOR shall be liable for any additional costs incurred by the COUNTY through the completion of the contract term.



# Independent Surveyor Agreement

Procurement Contract Number 2025.018

**12. CUMULATIVE REMEDIES:** The remedies provided herein shall be cumulative and not exclusive, and the COUNTY's decision to exercise any remedy shall not be deemed a waiver of its right to pursue additional remedies.

**13. TERMINATION FOR CAUSE:** If, through any cause, SURVEYOR shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if SURVEYOR shall violate any of the covenants, agreements, or stipulations, of this Agreement, COUNTY shall thereupon have the right to terminate this Agreement by giving written notice to SURVEYOR of such termination and specifying the effective date thereof at least fifteen (15) days before the effective date of such termination, If this Agreement is terminated for cause, SURVEYOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, SURVEYOR shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by SURVEYOR, and COUNTY may withhold any payments to SURVEYOR for the purposes of set-off until such time as the exact amount of damages due COUNTY from SURVEYOR is determined. This provision shall survive the termination of this Agreement and shall not relieve SURVEYOR of its liability to COUNTY for damages.

**14. TERMINATION FOR CONVENIENCE:** Either COUNTY or SURVEYOR may terminate this Agreement at any time by giving at least fifteen (15) days' notice in writing. If the Agreement is terminated by COUNTY as provided herein, SURVEYOR will be paid an amount which bears the same ratio to the total compensation as the work actually performed bear to the total services of SURVEYOR covered by this Agreement, less payments of compensation previously made. If this Agreement is terminated due to the fault of SURVEYOR, Section 13 (Termination for Cause) hereof relative to termination will apply.

**15. INDEMNIFICATION:** SURVEYOR agrees to indemnify, defend, and hold harmless COUNTY, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of SURVEYOR, SURVEYOR's agents, employees, or representatives under this Agreement.

**16. INSURANCE:** SURVEYOR agrees to obtain and keep in force during its acts under this Agreement a comprehensive Commercial General Liability Insurance policy in the minimum amount of \$1,000,000 each occurrence \$2,000,000 in the aggregate and Automobile Liability Insurance in the minimum amount of \$500,000 each accident, which shall name and protect SURVEYOR, all SURVEYOR's employees, COUNTY, and its officers, agents and employees, from and against any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with the SURVEYOR's acts. SURVEYOR shall provide proof of liability coverage as set forth above to COUNTY prior to commencing its performance as herein provided, and require insurer to notify COUNTY ten (10) days prior to cancellation of said policy.

**17. NONWAIVER:** Failure of either party to exercise any of the rights under their Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.

**18. CHOICE OF LAW:** Any dispute under their Agreement, or related to their Agreement, shall be decided in accordance with the laws of the state of Idaho.

**19. SEVERABILITY:** If any part of this Agreement is held unenforceable, the remaining portions of the Agreement will nevertheless remain in full force and effect.

**20. ENTIRE AGREEMENT:** This, is the entire agreement of the parties and can only be modified or amended in writing by the parties.



# Independent Surveyor Agreement

Procurement Contract Number 2025.018

21. **ATTORNEY FEES:** Reasonable attorney fees shall be awarded to the prevailing party in any action to enforce this Agreement or to declare forfeiture or termination of this Agreement.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2025.

COUNTY:

BANNOCK COUNTY COMMISSIONERS

SURVEYOR:

Stewart K. Ward, PLS

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

By \_\_\_\_\_  
(Name)

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

Its \_\_\_\_\_  
(Title or Office)

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

WITNESS:

ATTEST:

\_\_\_\_\_  
(Signature of Witness or Notary Public)

\_\_\_\_\_  
Clerk of Bannock County

11/20/2025	<b>Bids in progress</b> 0	<b>Active Bids</b> 4	<b>Closed Bids</b> 4	<b>Projects in progress</b> 1	<b>Projects Completed</b> 3
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Active	Department	Description	Budget Allocated	Status Update	Procurement Metrics
Yes	Road & Bridge	Small Engine Services	xx	11/13 Issued RFI	
Yes	Event Center	Master Planning Service	\$	11/20 Pre-qualification mtg; 11/7 posted solicitation; 9/25 draft to dept for review	
Yes	Emergency Management	Lava Rachnes Fuels Reducation Phase II	151,500	11/13 & 14 mandatory pre-bid meetg;s; 11/4 issued RFS; 10/29 draft for review	
Yes	Road & Bridge	Storage Building	600,000	10/24 issued Addendum #1; 10/22 pre-bid meeting; 10/6 draft ITB	
No*	Planning & Development	Plat Review	10,000	11/6 BOCC awarded roster spots to Matthew Baker, Adam Thayer, & Stewart Ward	
No	Road & Bridge	Roof Replacement	500,000	10/2 BOCC awarded to Thomas D. Robison Roofing, Inc	
No	Road & Bridge	Road Salt	\$	9/23 BOCC awarded bid to Specialty Construction Supply	
No	Landfill	Scale House Project	3,500,000	9/30 BOCC rejects all bids	

\* Project in progress

**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:

Commission

Department:

Commission

Requestor Email:

kristid@bannockcounty.gov

Item(s) to be considered:

Discussion pertaining to Facilities Use Agreement for the Exhibit Hall at the Bannock County Fairgrounds

Date of meeting being requested:

11/20/2025

Time requested:

10 Minutes

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

No

Contract/Agreement Begin Date:

Contract/Agreement End Date:

List of additional attendees:

Kristi Klauser, Matthew K. Phillips, Scott Crowther, Jamie Perhson



# Bannock County

Facilities Use Agreement Number 2025.XXX

AGREEMENT made between Bannock County (herein "*COUNTY*"), a political subdivision of the State of Idaho, and \_\_\_\_\_ (herein "*RENTER*"). The individual signing this agreement and/or the organization on whose behalf the Facility rental is being made, collectively, are responsible for compliance with this agreement. This agreement becomes binding upon the parties on the date when the last signature is affixed to this agreement. No use of COUNTY facilities or grounds shall take place in the absence of approval by the Bannock County Commissioners (BOCC).

RENTERS are required to read and sign the Facility Use Agreement as part of the rental and before the facility can be used by the renter. Please read carefully, fill out Facility, Renter Information, and Event information sections, and sign at the end of this document. Please return the signed agreement with the proper fees to Bannock County, 225 West Center, Downey, Idaho 83234.

THE PARTIES AGREE AS FOLLOWS:

- FACILITY:** RENTER to mark the requested facility and complete Exhibit A – Fee Schedule

Rental Request	Facility
	Arena – Indoor
	Arena – Outdoor
	Barn
	Exhibit Hall
	Stage Area - Covered
	Stalls

RENTER shall use only those parts of the facility and/or grounds applied for. RENTER agrees that use of facility shall not interfere with the use of buildings and grounds by other users.

- RENTER INFORMATION:**

Company/Organization Name (event host): \_\_\_\_\_

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

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Daytime Phone: \_\_\_\_\_ Evening Phone: \_\_\_\_\_

Email: \_\_\_\_\_

- EVENT INFORMATION:**



# Bannock County

Facilities Use Agreement Number 2025.XXX

Event Information Continued...

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

Event Description: \_\_\_\_\_

Event Date(s): \_\_\_\_\_ Approximate Number of Attendees: \_\_\_\_\_

**Facilities available from 7:00 a.m. to 11:00 p.m.**

Event Start Time (including setup): \_\_\_\_\_ Event End Time (including tear down): \_\_\_\_\_

Paid Admission Event: YES \_\_\_ NO \_\_\_ If yes, cost \_\_\_\_\_

Event Open to the Public: YES \_\_\_ NO \_\_\_

Will alcohol be sold or served? YES \_\_\_ NO \_\_\_

If sold or served by RENTER or their contracted caterer, a State of Idaho liquor license is **required to be displayed** during event, and a Bannock County Alcohol Beverage Catering Permit must also be obtained before the event or rental period through the Bannock County Auditor's Office, 624 East Center, Room 104, Pocatello, Idaho 83201.

Will alcohol be consumed? YES \_\_\_ NO \_\_\_

4. **INDEPENDENT ENTITIES:** COUNTY and RENTER are independent entities and their employees, volunteers, participants or invitees are not to be considered agents or employees of the other. Actions performed by RENTER pursuant to this agreement are those of an independent agent and not those of an employee of the COUNTY.
5. **ACCESS:** RENTER is responsible for getting a code to the facility from County staff prior to the event, usually one day prior. Codes will expire at the end of the cleanup period. RENTER shall return any keys used immediately following the event to County staff. RENTER is responsible for lost keys and all costs COUNTY incurs to replace and/or rekey the Facility.
6. **FEES:** COUNTY requires a rental fee and deposit from RENTER, which will be collected by the COUNTY. The rental fee and deposit must be paid separately if using checks. The deposit will only be taken in the form of Cash or Check. The deposit shall be returned after the event is complete, the facility is clean, and there is no damage to the facility.

**Damage:**

- RENTER will be responsible for all damage to facility, equipment, and contents during use for the event. In the event the Facility is damaged, RENTER shall pay for all janitorial, repair fees, and costs including time and materials incurred by COUNTY as a result of damage.

**Deposit:**



# Bannock County

Facilities Use Agreement Number 2025.XXX

- Arena - \$
- Barn - \$
- Exhibit Hall - \$
- Exhibit Hall Kitchen - \$
- Stage Area - \$

## Facility Fee:

- See Exhibit A – Fee Schedule
- COUNTY may charge an additional fee for any event beginning prior to start time and/or continuing past end time stated in this agreement

7. **WAIVER(S):** RENTER may request a waiver or reduction of fees, but not deposit. A waiver must be approved by the Bannock County Commissioners and RENTER must comply with such terms set by the BOCC. Waivers or adaptations of insurance requirements must also be approved by the BOCC and Bannock County Risk Management, 624 East Center, Room 214, Pocatello, Idaho 83201, or phone: (208) 236-7217.

8. **NOT PERMITTED:** RENTER is strictly prohibited from the following:

- 1) No animals are permitted in the Exhibit Hall and Stage Area.
- 2) Smoking and vaping are not permitted at any of the facilities.
- 3) Kitchen use and food preparation restrictions:

The kitchen facilities provided as part of this rental is **not a commercial kitchen** and is intended **for limited, non-commercial use only**.

RENTERS and their guests may use the kitchen for warming, serving, or light food preparation associated with private events, but may not engage in any commercial food preparation, processing, or sale of food or beverages from the premises.

RENTER is expressly prohibited from:

1. Preparing, cooking, or packaging food for sale or distribution to the public;
2. Operating any food business, catering service, or vendor activity;
3. Bringing in or using equipment intended for commercial food production; and
4. Representing the facility as a licensed commercial kitchen for any purpose.

Violation of this policy may result in immediate termination of the rental agreement, forfeiture of any deposits, and liability for any damages or regulatory fines incurred by the COUNTY.

- 4) RENTER will not duplicate, copy, or otherwise reproduce any key provided for access to County facilities or property. All keys remain the sole property of the County and must be returned immediately upon the conclusion of the rental period or upon request by County staff.



# Bannock County

Facilities Use Agreement Number 2025.XXX

Unauthorized duplication of County-issued keys constitutes a breach of this agreement and may result in immediate termination of rental privileges. The COUNTY reserves the right to pursue criminal prosecution and civil remedies to the fullest extent of the law for any unauthorized key duplication, possession, or distribution.

RENTER is responsible for ensuring that all individuals associated with their event or activity comply with this provision.

9. **INSURANCE:** For rentals or events with more than 10 persons in attendance, the RENTER agrees to include with this application a Certificate of Insurance for general liability or special event coverage for the rental period of at least \$500,000 per occurrence and a \$1,000,000 aggregate claim limit that also names Bannock County as an additionally insured. If alcohol will be sold, served, or consumed in any quantity or for any sized group during the rental, a certificate of insurance for host liquor liability will also be required to be attached to this application with coverage amounts of at least \$500,000 per occurrence and a \$1,000,000 aggregate claim limit.
10. **INDEMNIFICATION:** To the fullest extent permitted by law, RENTER agrees to indemnify and hold harmless 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 agreement. In granting this agreement, COUNTY may, in its sole discretion, require RENTER to show proof of insurance sufficient to cover RENTER'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 RENTER if so required.
11. **THIRD PARTY BENEFICIARY:** The parties do not intend to create any other individual or entity the status of third-party beneficiary and this agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this agreement shall operate only between the parties to this agreement and shall inure solely to the benefit of the parties to this agreement. The parties to this agreement intend and expressly agree that only parties' signatory to this agreement shall have any legal or equitable right to seek to enforce this agreement, 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.
12. **ACTIVITIES:** RENTER agrees that in the event any hazardous or potentially hazardous activities are contemplated in RENTER's use of the facilities, the RENTER shall obtain waivers and/or releases of liability from all participants in the activities. Said waivers shall contain, at a minimum, the following language:



# Bannock County

Facilities Use Agreement Number 2025.XXX

RENTER 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.

Said waivers are subject to the approval of the COUNTY prior to use of the facility. 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. RENTER agrees that COUNTY decisions to require or not to require the execution or submission of waivers does not abrogate any immunities or defenses provided by law. COUNTY has complete discretion in the decision to require or not require the execution and submission of waivers in connection with any event.

13. **DISCRIMINATION:** All parties agree they will not discriminate against any person who performs work under the terms and conditions of this agreement because of race, color, gender, creed, handicapping conditions or national origin.
14. **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.
15. **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 agreement 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.
16. **SET UP/CLEAN UP/DECORATIONS:** RENTER, caterers, bands, transportation of rental equipment, and related individuals and activities will not be permitted access to Facility prior to or after the event time period. RENTER shall be responsible for arranging access during the time requested for entry and exit.



# Bannock County

Facilities Use Agreement Number 2025.XXX

RENTER shall not prepare or decorate the Facility prior to the event start time. RENTER shall not drive or permit to be driven nails, hooks, tacks, screws, poles, stakes, or other forms of fasteners (including tape on the walls) into nor paint any part of the Facility.

RENTER shall be responsible for all clean up of Facility, including but not limited to the following:

- ✓ **Garbage:** RENTER shall pick up, bag, and remove all trash – leaving Facility clean and free of all trash and litter.
- ✓ **Tables & Chairs:** RENTER is responsible for covering tables with their own table cloths or paper. Tables and Chairs are to be cleaned and then put away when finished.
- ✓ **Vacuum, Sweep, and Mop Flooring:** Clean all spills up including on carpet.
- ✓ **Restrooms/Toilets:** RENTER shall clean restrooms and empty garbage.
- ✓ **Kitchen:** RENTER shall clean kitchen, removing all supplies brought for event.

All areas of the facility/grounds which are used pursuant to this Agreement shall be cleaned by RENTER and shall be left in the state it was prior to the commencement of the use. Failure of RENTER to clean areas of the facility/grounds to the satisfaction of COUNTY shall result in the lost of the event deposit.

- 17. EQUIPMENT/CONTENTS:** RENTER shall not remove, relocate, or take COUNTY property outside of the Facility for any reason. COUNTY does not provide audio/visual systems, spotlights, floodlights, or projectors. RENTER, at its own cost, may bring these systems into the Facility for their use.
- 18. LICENSES and LAW:** RENTER shall comply with all local, state, and federal laws and regulations related to the use of the Facility, including holding any required licenses. RENTERS are allowed to display, demonstrate, sell, solicit, and operate their business within the limits of this leased space. RENTER agrees to comply fully with all Bannock County Fire protection District #1.
- 19. SECURITY:** COUNTY commits to reasonable safeguards against fire, theft, and accidents, but does not assume any liability for damages to goods or property of the RENTER. RENTER agrees to furnish security at its own expense as they deem necessary for protection of valuable displays.
- 20. ASSIGNMENT:** Neither this agreement, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of this other party.



# Bannock County

Facilities Use Agreement Number 2025.XXX

- 21. MODIFICATION:** This agreement shall be modified only by a written agreement, duly executed by all parties hereto.
- 22. CANCELLATION:** 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.
- RENTER will receive both deposit and facility fee back if event is cancelled by written notification within 48 hours of event start date. If event is cancelled without 48 hours written notification the facility fee will be returned.
- 23. NONWAIVER:** Failure of either party to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.
- 24. CHOICE OF LAW:** The parties have executed and delivered this Agreement in the County of Bannock, State of Idaho. The laws of the State of Idaho shall govern the validity, enforceability, or interpretation of the Agreement. Bannock County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Agreement. Any dispute under this Agreement, or related to this Agreement, shall be decided in accordance with the laws of the State of Idaho.
- 25. CONFLICTS IN THE AGREEMENT DOCUMENTS:** The Agreement documents are intended to be complementary and interpreted in harmony so as to avoid conflict. In the event of conflict in the Agreement documents, the parties agree that the document providing the highest quality and level of services to the County shall supersede any inconsistent term in these documents.
- 26. SEVERABILITY:** If any part of this Agreement is held unenforceable, the remaining portions of the Agreement will nevertheless remain in full force and effect.
- 27. ENTIRE AGREEMENT:** This is the entire Agreement, including any exhibits referenced, between the parties and there are no inducements, promises, terms, conditions, or obligations made or entered into by COUNTY or RENTER other than those contained in it. Parties acknowledge this Agreement can only be modified or amended in writing by the parties.
- 28. ATTORNEY FEES:** Reasonable attorney fees shall be awarded to the prevailing party in any action to enforce this Agreement or to declare forfeiture or termination of this Agreement.
- 29. SIGNATURE AUTHORITY:** The parties executing this Agreement certify that they have the proper authority to bind their respective entities to all terms and conditions set forth in this agreement.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.



# Bannock County

Facilities Use Agreement Number 2025.XXX

COUNTY:

RENTER:

BANNOCK COUNTY COMMISSIONERS

By \_\_\_\_\_

*Name*

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

\_\_\_\_\_  
*(Address)*

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

\_\_\_\_\_  
*(Phone number)*

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

ATTEST:

WITNESS:

\_\_\_\_\_  
*(Signature of Witness or Notary Public)*

\_\_\_\_\_  
Clerk of Bannock County

COUNTY USE ONLY: Rental fee \$ \_\_\_\_\_ Deposit \$ \_\_\_\_\_ Total paid \$ \_\_\_\_\_

Deposit returned \_\_\_\_\_ Insurance Received \_\_\_\_\_



# Bannock County

Facilities Use Agreement Number 2025.XXX

## Exhibit A – Fee Schedule

**STANDARD EVENTS / FEES:** Capacity of <150 and / or events with minimal to no risk, production, use of resources and / or hard costs. Fees include the venue / space, arena or room configuration, and equipment (chairs, desks, tables, stage, rodeo equipment, panes, and sound system) assigned to that space. Includes power, water and internet, of minimal use and initial area prep.

**NON STANDARD EVENTS / FEES:** Capacity of >150 and / or with a significant amount of risk, production, or use of resources and hard costs. Fees are determined by Bannock County Facilities management with consideration of additional risk, production equipment, use of resources and hard costs.

FAIRGROUNDS - DOWNEY							CHARG
Set up days for all facilities will be charged 50% of the daily rates							
	Description		Hourly	Daily			
			Hourly	Daily			
	Outdoor Arena/ Indoor Arena		\$25	\$250			\$
	Fair grounds buildings		\$25	\$250			\$
	Covered Stage Area		\$25	\$250			\$
					Up to 5 hours	5 hours and Above	
	User Fee	151 to 250 people		\$250		\$500	
		250 to 499 people		\$375		\$750	
		500 people and above		\$500		\$1,000	
	Cattle Panel	Per Day		\$5			
	Additional Arena Work	Per Time		\$50			



# Bannock County

Facilities Use Agreement Number 2025.XXX

Small Tractor with Operator	Per Hour		\$75			
Additional Labor	Per Hour		\$25			
Tables	Each per Day		\$5			
Chairs	Each per Day		\$1			
<b>Horse Stalls</b>			Per Night		Monthly	
Per Stall			\$20		\$55 / \$65	
Tack/Hay Room					\$20	
<b>Indoor Arena Passes (\$10 deposit per card)</b>			Individual		Family	\$
Daily-Monthly-6 Months-Annual			\$15-\$25-\$80-\$120		\$20-\$30-\$120-\$240	\$
<b>VENDOR FEES</b>						\$
Food Vendors					\$300.00 / fair week	\$
Drink only Vendors					\$200.00 / fair week	\$
Merchandise Vendors					\$100.00/ fair week	
Concession Stand (old Lions stand)					\$1,500.00 + propane refill / fair week	\$
Daily Vender Fee					Fee Negotiable by Contract	
<b>ELECTRICAL COSTS</b>						
Electrical inspector show up			\$65			
Electrical inspection per vendor			\$10			



# Bannock County

Facilities Use Agreement Number 2025.XXX

	Ground Rod Kit			\$45			
	Administrative fee for	inspection/vendor		\$50			
	<b>Portable Bleachers</b>						
	10 Row—45 feet wide / seats 300	Prices include delivery up to 100 miles—over 100 miles will be charged per mile federal mileage rate		\$600.00 daily		\$2,000.00 weekly	
	10 Row—30 feet wide / seats 200			\$600.00 daily		\$1,500.00 weekly	


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# Bannock County

## Exhibit Hall Simple Facilities Use Agreement

AGREEMENT made between Bannock County (herein "COUNTY"), a political subdivision of the State of Idaho, and \_\_\_\_\_ (herein "RENTER"). The individual signing this agreement and/or the organization on whose behalf the Facility rental is being made, collectively, are responsible for compliance with this agreement. This agreement becomes binding upon the parties on the date when the last signature is affixed to this agreement. No use of COUNTY facilities or grounds shall take place in the absence of approval by Bannock County Staff.

RENTERS are required to read and sign the Facility Use Agreement as part of the rental and before the facility can be used by the renter. Please read carefully, fill out Facility, Renter Information, and Event information sections, and sign at the end of this document. Please return the signed agreement with the proper fees to Bannock County, 225 West Center, Downey, Idaho 83234.

THE PARTIES AGREE AS FOLLOWS:

1. **FACILITY:** RENTER to mark the requested use of Exhibit Hall facility and complete Exhibit A – Fee Schedule

Rental Request	Exhibit Hall Use
	Meeting (less than 10 people)
	Pickle Ball (less than 4 people)
	4-H Meeting (less than 10 people)

2. **RENTER INFORMATION:**

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

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Daytime Phone: \_\_\_\_\_ Evening Phone: \_\_\_\_\_

Email: \_\_\_\_\_

3. **FEES:** COUNTY requires a rental fee from RENTER, which will be collected by the COUNTY. The rental fee must be paid at time of use.

**Damage:**

- RENTER will be responsible for all damage to facility, equipment, and contents during use. In the event the Facility is damaged, RENTER shall pay for all janitorial, repair fees, and costs including time and materials incurred by COUNTY as a result of damage.

**Facility Fee:**

- Meeting room (10 people or less) - \$XX.XX
- Pickle Ball (4 people or less) - \$XX.XX

4. **NOT PERMITTED:** RENTER is strictly prohibited from the following:

- 1) No animals are permitted in the Exhibit Hall and Stage Area.
- 2) Smoking and vaping are not permitted at any of the facilities.
- 3) No kitchen use or food preparation, and
- 4) No alcohol sales, serving, or consumption allowed by this simple use agreement.

Violation of this policy may result in immediate termination of the rental agreement, forfeiture of any deposits, and liability for any damages or regulatory fines incurred by the COUNTY.

5. **INDEMNIFICATION:** To the fullest extent permitted by law, RENTER agrees to indemnify and hold harmless 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 agreement. In granting this agreement, COUNTY may, in its sole discretion, require RENTER to show proof of insurance sufficient to cover RENTER's obligations pursuant to this clause.

6. **ACTIVITIES:** RENTER agrees that in the event any hazardous or potentially hazardous activities are contemplated in RENTER's use of the facilities, the RENTER shall obtain waivers and/or releases of liability from all participants in the activities. Said waivers shall contain, at a minimum, the following language:



# Bannock County

## Exhibit Hall Simple Facilities Use Agreement

RENTER 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.

Said waivers are subject to the approval of the COUNTY prior to use of the facility. 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. RENTER agrees that COUNTY decisions to require or not to require the execution or submission of waivers does not abrogate any immunities or defenses provided by law. COUNTY has complete discretion in the decision to require or not require the execution and submission of waivers in connection with any event.

7. **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 agreement 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.
8. **EQUIPMENT/CONTENTS:** RENTER shall not remove, relocate, or take COUNTY property outside of the Facility for any reason. COUNTY does not provide audio/visual systems, spotlights, floodlights, or projectors. RENTER, at its own cost, may bring these systems into the Facility for their use.
9. **SECURITY:** COUNTY commits to reasonable safeguards against fire, theft, and accidents, but does not assume any liability for damages to goods or property of the RENTER. RENTER agrees to furnish security at its own expense as they deem necessary for protection of valuable displays.
10. **CANCELLATION:** 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.  
  
RENTER will receive both deposit and facility fee back if event is cancelled by written notification within 48 hours of event start date. If event is cancelled without 48 hours written notification the facility fee will be returned.
11. **CHOICE OF LAW:** The parties have executed and delivered this Agreement in the County of Bannock, State of Idaho. The laws of the State of Idaho shall govern the validity, enforceability, or interpretation of the Agreement. Bannock County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Agreement. Any dispute under this Agreement, or related to this Agreement, shall be decided in accordance with the laws of the State of Idaho.
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13. **SIGNATURE AUTHORITY:** The parties executing this Agreement certify that they have the proper authority to bind their respective entities to all terms and conditions set forth in this agreement.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
RENTER signature

\_\_\_\_\_  
COUNTY STAFF signature

COUNTY USE ONLY: Rental fee \$ \_\_\_\_\_ Total paid \$ \_\_\_\_\_



# Bannock County

## Exhibit Hall Simple Facilities Use Agreement

AGREEMENT made between Bannock County (herein "COUNTY"), a political subdivision of the State of Idaho, and \_\_\_\_\_ (herein "RENTER"). The individual signing this agreement and/or the organization on whose behalf the Facility rental is being made, collectively, are responsible for compliance with this agreement. This agreement becomes binding upon the parties on the date when the last signature is affixed to this agreement. No use of COUNTY facilities or grounds shall take place in the absence of approval by Bannock County Staff.

RENTERS are required to read and sign the Facility Use Agreement as part of the rental and before the facility can be used by the renter. Please read carefully, fill out Facility, Renter Information, and Event information sections, and sign at the end of this document. Please return the signed agreement with the proper fees to Bannock County, 225 West Center, Downey, Idaho 83234.

THE PARTIES AGREE AS FOLLOWS:

1. **FACILITY:** RENTER to mark the requested use of Exhibit Hall facility and complete Exhibit A – Fee Schedule

Rental Request	Exhibit Hall Use
	Meeting (less than 10 people)
	Pickle Ball (less than 4 people)
	4-H Meeting (less than 10 people)

2. **RENTER INFORMATION:**

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

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Daytime Phone: \_\_\_\_\_ Evening Phone: \_\_\_\_\_

Email: \_\_\_\_\_

3. **FEES:** COUNTY requires a rental fee from RENTER, which will be collected by the COUNTY. The rental fee must be paid at time of use.

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Violation of this policy may result in immediate termination of the rental agreement, forfeiture of any deposits, and liability for any damages or regulatory fines incurred by the COUNTY.

5. **INDEMNIFICATION:** To the fullest extent permitted by law, RENTER agrees to indemnify and hold harmless 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 agreement. In granting this agreement, COUNTY may, in its sole discretion, require RENTER to show proof of insurance sufficient to cover RENTER's obligations pursuant to this clause.

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# Bannock County

## Exhibit Hall Simple Facilities Use Agreement

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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. RENTER agrees that COUNTY decisions to require or not to require the execution or submission of waivers does not abrogate any immunities or defenses provided by law. COUNTY has complete discretion in the decision to require or not require the execution and submission of waivers in connection with any event.

7. **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 agreement 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.
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13. **SIGNATURE AUTHORITY:** The parties executing this Agreement certify that they have the proper authority to bind their respective entities to all terms and conditions set forth in this agreement.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
RENTER signature

\_\_\_\_\_  
COUNTY STAFF signature

COUNTY USE ONLY: Rental fee \$ \_\_\_\_\_ Total paid \$ \_\_\_\_\_