



BANNOCK COUNTY COMMISSIONERS' – MEETING

Commissioners' Agenda

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

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

Thursday, February 26, 2026

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

Work Session Agenda:

- Scott Crowther, Event Center/Wellness Complex, seeking signature on (1) a contract with HPC District 4 Rodeo, (2) contract for Idaho State Journal Family Fun Day, and (3) sign updated agreement with Pocatello Downs (requested 10 minutes) (action item)
- Matt Olsen, Juvenile Justice, seeking signature on (1) a Services Agreement with University of Cincinnati Research Institute, and (2) Memo authorizing disposal of refrigerator (requested 10 minutes) (action item)
- Melissa Hartman, Veteran's Services, requesting approval of and signature on Memorandum of Understanding with Tyler Technologies (requested 5 minutes) (action item)
- Matthew K. Phillips, Human Resources/Risk Management, seeking to propose adding action language to Consent Agenda for issues eligible for Executive Session to facilitate discussing time sensitive personnel issues as needed (requested 5 minutes) (action item)
- (AMENDED to include for signature) Signature on updated contract with PaveConnect per authorization during meeting on February 24, 2026 (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

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



ERNIE MOSER
 Commissioner
 1st District

JEFF HOUGH
 Commissioner
 2nd District

KEN BULLOCK
 Commissioner
 3rd District

Business Meeting Agenda Request Form

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

Requestor Name:

Teri Jones

Department:

Event Center

Requestor Email:

tjones@bannockcounty.us

Item(s) to be considered:

HPC District 4 Rodeo Contract approval

Date of meeting being requested:

02/26/2026

Time requested:

5 Minutes

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

Contract

Contract/Agreement Begin Date:

03/20/2026

Contract/Agreement End Date:

04/19/2026

List of additional attendees:

Scott Crowther, Chaney Nielson, Teri Jones, Tiffini Crockett

Bannock County Event Center Rental Agreement

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

THE PARTIES AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

1. NAME OF EVENT: HPC District 4 Rodeo
2. TERM OF AGREEMENT: The HPC District 4 Rodeo will commence on the following dates:
 - a. Indoor Arena: Practice March 20th & March 27th, 2026 5 pm-9 pm
 - b. Building B: Meeting & Photos April 6th, 2026 6 pm-8 pm
 - c. Indoor Arena: April 10th, April 11th, April 17th & April 18th, 2026
 - d. Arena 1: April 10th, April 11th, April 17th & April 18th, 2026
 - e. Grandstands/Upper Arena: April 17th & April 18th, 2026
3. FEES: HPC District 4 Rodeo shall pay BANNOCK COUNTY a fee of \$1,200.00 for the use of the facility commencing in 2026.
4. PAYMENT: The entire balance owing shall be paid to BANNOCK COUNTY at least seven (7) days prior to the scheduled Event.
5. FACILITIES: HPC District 4 Rodeo shall have exclusive access and use of the following facilities at the Event Center: Grandstands, Upper Arena, Bannock County's announcer's booth, Bannock County's PA system, Bannock County's ticket booth, Building B, Indoor Arena, and Arena 1. Nothing contained herein shall contemplate the use or control of areas and/or structures yet to be developed or erected.
 - a. RV SITE: BANNOCK COUNTY shall be responsible for the collection of any rent/fee they deem proper for use of the Old RV Park and the New RV Park, and BANNOCK COUNTY will receive all the revenue. HPC District 4 Rodeo shall be responsible for complying with applicable state, local, and federal laws or regulations. BANNOCK COUNTY will unlock power boxes and allow access to the water supply for use during this Event. HPC District 4 Rodeo shall notify the Event Center staff of any maintenance needs as they may arise.
 - b. HORSE STALLS: BANNOCK COUNTY shall be responsible for the collection of any rent/fee they deem proper for use of the Horse Stalls. HPC District 4 Rodeo shall be responsible for complying with applicable state, local, and federal laws or regulations. HPC District 4 Rodeo shall be responsible for scheduling and cleaning the stalls. HPC District 4 Rodeo shall place the manure/shavings outside each stall, so Bannock County can dispose

occurrence and \$2,000,000 in aggregate, naming Bannock County and its agents as additional insureds on the policy. The entity shall also provide proof of coverage with at least statutory minimums for workers' compensation, employer's liability, and auto on behalf of any of its employees, drivers, or vehicles who will be participating at the event or used at the location, which shall be delivered to the Bannock County Event Center Office ten (10) days prior to the Event.

11. HAZARDOUS ACTIVITY: HPC District 4 Rodeo recognizes that this Event has activities that carry inherent risk or injury, property destruction, or death. As such, HPC District 4 Rodeo shall obtain waivers and/or releases of liability from any and all participants in the activities. Said waivers shall contain, at a minimum, language contained in Paragraph 11 (a). Said waivers are subject to the approval of BANNOCK COUNTY prior to use of the Facilities. Copies of signed waivers shall be provided to BANNOCK COUNTY upon request. This requirement does not, in any way, abrogate the requirement for indemnification contained herein, abrogate the invocation of sovereign immunity herein, eliminate the requirement by the County for proof of sufficient insurance, nor abrogate any defenses or immunities provided by law.
 - a. HPC District 4 Rodeo shall have participants sign a release and discharge of Bannock County, its elected and appointed officials, and employees and agents from all actions, causes of action, damages, claims, or demands for all known or unknown personal injuries, property damage, or death resulting from or arising out of any participation in the above-described activity or
12. WARRANTIES: There are no express or implied warranties provided by BANNOCK COUNTY. HPC District 4 Rodeo, in executing this agreement, is relying upon its own judgment, information, and inspection of the property. .
13. ENTRY BY BANNOCK COUNTY: BANNOCK COUNTY shall have the right to enter the Facilities at any time to examine the same and determine proper use and compliance with this Agreement.
14. ASSIGNMENT OR SUBLETTING PROHIBITED: HPC District 4 Rodeo shall not assign this rental agreement nor sublet the whole or any part thereof without the written consent of BANNOCK COUNTY, except as authorized in this agreement in Paragraph 5(b), Horse Stalls.
15. TERMINATION: This Agreement may be terminated at any time by either party if the other party materially breaches any of its representations, warranties, or obligations under this Agreement. In the event of any breach, and prior to termination, the party alleging the breach must notify the other party in writing and state the nature of the breach, giving the breaching party an opportunity to cure. The time period for the opportunity to cure shall be reasonable, given the nature and

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

16. GOOD FAITH: BANNOCK COUNTY and HPC District 4 Rodeo shall continue to engage in good-faith communication and negotiation during the term of this agreement to help keep costs low for use by HPC District 4 Rodeo, while also contemplating the actual costs to BANNOCK COUNTY.

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

18. ATTORNEY FEES: If action is brought to enforce the terms or provisions of this lease or to enforce forfeiture for default or to collect damages for breach, the prevailing party in such action shall be entitled to recover from the losing party reasonable attorney fees together with costs authorized by law.

19. NOTICES: Any notice required under this Agreement may be served upon BANNOCK COUNTY by hand delivery or USPS First-Class Mail, to Bannock County Event Center Office at 10588 Fairgrounds Road, Pocatello, ID 83201, and any notice may be served upon Casey Thompson by hand delivery or USPS First Class Mail to District 4 High School Rodeo, 11290 W. Philbin Road, Pocatello, ID 83202. Service of a notice by US Mail shall be deemed complete upon the date of the postmark by US Mail. Either party may change the address for services of notice by written notice to the other party.

DATED this _____ day of _____ 2026.

BANNOCK COUNTY

_____ Date _____
Scott Crowther, Event Director

BANNOCK COUNTY BOARD OF COMMISSIONERS

Date 2/26/26
Jeff Hough, Chairman

Date 2/26/26
Ernie Moser, Commissioner

Date 2/26/26
Ken Bullock, Commissioner

HPC DISTRICT 4 RODEO

Casey Thompson
Date 2/9/26
Casey Thompson, President

HPC District 4 Rodeo 2026

	Number of Days	Total Hours	Cost	Total Cost
Indoor Arena	4		\$480.00	\$1,920.00
Indoor Arena		8	\$60.00	\$480.00
Arena 1	4		\$300.00	\$1,200.00
Tractor	6		\$100.00	\$600.00
	Total Fees			\$4,200.00
	Reduced fee waiver			\$3,000.00
	Total to pay			\$1,200.00

We do NOT get anything from concessions or beer sales

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Business Meeting Agenda Request Form

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Requestor Name:

Teri Jones

Department:

Event Center

Requestor Email:

tjones@bannockcounty.us

Item(s) to be considered:

Request contract approval for the Idaho State Journal Family Fun Day.

Date of meeting being requested:

02/26/2026

Time requested:

5 Minutes

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

Contract

Contract/Agreement Begin Date:

06/13/2026

Contract/Agreement End Date:

06/13/2026

List of additional attendees:

Scott Crowther, Chaney Nielson, Teri Jones, Taylor Smith



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

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

EVENT CENTER, WELLNESS COMPLEX AND FAIRGROUNDS CONTRACT

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

APPLICATION INFORMATION

- Company/Origination Name: (event host) Idaho State Journal
- Contact Name: (who will sign the contract) Tracy L Smith Title: Director
- Mailing Address: 305 S Arthur
- City: Pocatello State: ID Zip Code: 83204
- Cell Phone: 208 601 1551 Email: tsmith@idstatejournal.com

EVENT INFORMATION

- Event Name: Family Fun Day Area Requested: Pavilion 3
- Event Description: Free Event open to public. bounce houses, paddle boards, vendors, etc.
- Event Date(s): June 13, 2026 Estimated Number of Attendees: 2500
- Event Start Time: 9:00 am Event End Time: 2:00 pm
- Additional Set-Up or Tear Down Days (if needed): _____
- Paid Admission Event: YES _____ NO Cost _____ Event Open to the Public: YES NO _____
- 501(c)(3): YES _____ NO Non-Profit Name: _____ Tax ID #: _____
- Will Alcohol Be Served/Consumed? YES _____ NO (If yes, county permit (\$20) must be provided and present at event)

THE COUNTY SHALL:

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

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

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

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

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

THE APPLICANT SHALL:

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

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

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

Not do any additional electrical wiring without permission of County.

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

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

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

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

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

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

The Lessee will pay the building/grounds rental fees thirty (30) days prior to the event (unless other arrangements are made prior to the event) in the amount of: \$ 100.00 (see attached page for fee schedule).

Please make checks payable to ^{Request Fee Waiver -} Bannock County Fairgrounds. Sales tax shall be collected as per Idaho Sales Tax Commission rules.

Bannock County Commissioners

BANNOCK COUNTY

_____ Date 2/26/26
Jeff Hough, Chairman

_____ Date 2/26/26 By: _____ Date _____
Ernie Moser, Commissioner

_____ Date 2/26/26
Ken Bullock, Commissioner

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1/20/2026
Date

Idaho State Journal
Applicant

Taylor Smith
Print Name

This will be our 20th annual family fun day event.

We provide a free day for families to come and hang out with us. We have bounce houses, corn hole, paddle boards, 20-25 vendors giving out swag and fun games, we have police with information, fire truck to show the kids, LifeFlight comes in and lets kids see the helicopter, and much more.

Pavilion 3 - and all grass area around
Pavilion 3 & Restrooms

BANNOCK COUNTY COMMISSIONERS
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Business Meeting Agenda Request Form

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Requestor Name:

Teri Jones

Department:

Event Center

Requestor Email:

tjones@bannockcounty.us

Item(s) to be considered:

Contract approval for Pocatello Downs. Contract has been updated. Please note sections 5 & 6, where water surcharge and price have been added.

Date of meeting being requested:

02/26/2026

Time requested:

5 Minutes

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

Contract

Contract/Agreement Begin Date:

05/01/2026

Contract/Agreement End Date:

07/31/2026

List of additional attendees:

Scott Crowther, Chaney Nielson, Teri Jones,

Bannock County Event Center Rental Agreement

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

THE PARTIES AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

1. NAME OF EVENT: Pocatello Downs Horse Races
2. TERM OF AGREEMENT: Pocatello Downs will abide by all contractual agreements and requirements. This agreement shall be effective for a period of one (1) year for 2026 and shall include seven (7) dates.
3. RAIN DAYS: Rain days will be rescheduled as soon as possible and approved based on calendar availability. The Director, Operations Manager, or Event Coordinator must approve rescheduled days.
4. FACILITIES: This contract covers usage of the following Bannock County facilities: Bannock County racetrack, Bannock County upper arena, Bannock County grandstands, open barn, Bannock County announcer's booth, Bannock County PA system, Bannock County winners circle, Bannock County paddocks, Bannock County ticket booth, Bannock County betting windows, Elk Stage, and Bannock County B Building. (User Fee is included).
5. FEES: Pocatello Downs shall pay \$1,200.00 annually for the Bannock County office space. In addition, Pocatello Downs agrees to pay a \$500.00 water surcharge. BANNOCK COUNTY is not responsible for any loss or damage to property.
6. PAYMENT: The entire balance owing \$1700.00 shall be paid to BANNOCK COUNTY at least seven (7) days prior to the scheduled Event.
7. HORSE STALLS: 50 trainer stalls will be provided to Pocatello Downs with the purpose of renting to incoming trainers during the period of this agreement, with the following guidelines: Pocatello Downs will be responsible for cleaning all stalls used on race days and those used by horsemen associated with Pocatello Downs. Pocatello Downs will deposit all stall waste into Bannock County bunkers.
8. TRACK: Pocatello Downs assumes all maintenance of the track surface for the purpose of training from March 1 to September 30.
9. SPONSORSHIPS: BANNOCK COUNTY recognizes the right of Pocatello Downs to obtain and display Sponsorships for this Event. No discriminatory, vulgar, or offensive advertising of any kind shall be permitted on Bannock County property. Additionally, BANNOCK COUNTY has current and ongoing independent sponsorships displayed in certain areas at the Facilities to be used, Pocatello Downs shall in no way obstruct or

hinder from view, any sponsorships BANNOCK COUNTY may currently have displayed at the time of the Event.

10. EQUIPMENT USE: Bannock County's water truck and operator will be available to Pocatello Downs for up to 8 hours on race days. The Bannock County water truck, loader, or grader will be operated only by authorized personnel and only with the permission of the Director or Operations Manager. Use of these pieces will be scheduled 24 hours in advance and will be subject to availability. BANNOCK COUNTY will not have a utility tractor to move the starting gates.
11. CONCESSIONS: Concessions located at the Bannock County Event Center will be operated and maintained by BANNOCK COUNTY staff. BANNOCK COUNTY staff is not obligated to operate the concessions on race days. If the concessions are open on race days, BANNOCK COUNTY will split concession profits with Pocatello Downs 50%/50%, with Pocatello Downs receiving 50% after the costs of operation, food, and related expenses are covered. BANNOCK COUNTY will notify Pocatello Downs if concessions will not be open during a certain race day.
12. ALCOHOL: Bannock County Event Center will receive 100% of all alcohol sales AFTER costs are covered during race days. Bannock County Event Center will operate a beer/alcohol booth. Bannock County Event Center will purchase all alcohol for resale. Bannock County Event Center will maintain Bannock County's beer/alcohol booth at a high standard and will be responsible for all damage that occurs during use. Prior to Bannock County events, the Bannock County Event Center will remove any unsold alcohol from Bannock County's property to limit county liability.
13. TOTE BOARD: Pocatello Downs will remove the tote board from the arena after the race day concludes due to the high volume of events scheduled at the Bannock County Upper Arena & Grandstands.
14. STORAGE: All storage in all areas, including but not limited to, the Bannock County office, Bannock County betting windows, and Bannock County beer booth, will be removed and taken off Bannock County property on or before September 30 each year.
15. BANNOCK COUNTY LABOR: Additional labor and equipment will be charged at 100% of the current Bannock County Fee Schedule.

Additional Labor = \$25.00 PER HOUR

Backhoe, Loader, or Grader with Operator = \$75.00 PER HOUR

Small Tractor with Operator = \$75.00 PER HOUR

Acknowledgements:

- The Pocatello Downs Contract is valid for 1 year ONLY with no promise of a future contract or the same pricing as previous approved contracts.

- The BANNOCK COUNTY staff and others alike will be granted access to any Bannock County property at any time without question and/or denial. This includes but is not limited to the horse stalls, B Building, betting windows, crow's nest, etc. Standard accessibility (light trucks, UTVs, ECT) for BANNOCK COUNTY employees will be 24-hour access.
 - Pocatello Downs and all associates vacate stalls during the Idaho High School Finals Rodeo,
 - The BANNOCK COUNTY staff retains the right to enter into contracts (not affiliated with Pocatello Downs) for the rental of any Bannock County property at any time
 - Housekeeping: Pocatello Downs will keep the Bannock County Event Center clean, all garbage cans will be kept in obvious and accessible locations, and will be emptied by BANNOCK COUNTY staff. The roll-off container is to be used for boxes, feed bags, and similar items. The Bannock County Grandstands are to be clear of all garbage, including but not limited to beer cans, concession debris, flyers, and betting tickets.
 - The Bannock County PA system is to be turned off after race days conclude.
 - The BANNOCK COUNTY water pump is not to be used Monday through Sunday from 9 PM to 7 AM due to the field watering schedule and danger to the booster pump.
 - Normal operating hours on non-event days for BANNOCK COUNTY employees will be between 10 AM and 4 PM (operating equipment, manure hauling, etc.)
 - Emergencies may necessitate the need to operate equipment outside of these hourly parameters.
 - When possible, BANNOCK COUNTY shall notify Pocatello Downs of upcoming events in the upper arena.
 - BANNOCK COUNTY shall work the track to satisfactory condition after events that require track closure.
16. INSURANCE: Pocatello Downs 1. shall provide a Certificate of Insurance with general liability or special event liability coverage of at least \$1,000,000 per occurrence and \$2,000,000 in aggregate, naming Bannock County and its agents as additional insureds on the policy. The entity shall also provide proof of coverage with at least statutory minimums for workers' compensation, employer's liability, and auto on behalf of any of its employees, drivers, or vehicles who will be participating at the event or used at the location, which shall be delivered to the Bannock County Event Center Office ten (10) days prior to the Event.
17. HAZARDOUS ACTIVITY: Pocatello Downs recognizes that this Event has activities that carry inherent risk or injury, property destruction, or death. As such, Pocatello Downs shall obtain waivers and/or releases of liability from any and all participants in the activities. Said waivers shall contain, at a minimum, language contained in Paragraph 15(a). Said waivers are subject to the approval of BANNOCK COUNTY prior to use of the Facilities. Copies of signed waivers shall be provided to BANNOCK COUNTY upon request. This requirement does not, in any way, abrogate the requirement for indemnification contained herein, abrogate the invocation of sovereign immunity herein, eliminate the requirement by the County for proof of sufficient insurance, nor abrogate any defenses or immunities provided by law.

- a. Pocatello Downs shall have participants sign a release and discharge of Bannock County, its elected and appointed officials, and employees and agents from all actions, causes of action, damages, claims, or demands for all known or unknown personal injuries, property damage, or death resulting from or arising out of any participation in the above-described activity or event.
18. WARRANTIES: There are no express or implied warranties provided by BANNOCK COUNTY. Pocatello Downs, in executing this agreement, is relying upon its own judgment, information, and inspection of the property.
19. ENTRY BY BANNOCK COUNTY: BANNOCK COUNTY shall have the right to enter the Facilities at any time to examine the same and determine proper use and compliance with this Agreement.
20. ASSIGNMENT OR SUBLETTING PROHIBITED: Pocatello Downs shall not assign this rental agreement nor sublet the whole or any part thereof without the written consent of BANNOCK COUNTY, except as authorized in this agreement in Paragraph 5, Horse Stalls, and Paragraph 10, Vendors.
21. TERMINATION: That outside of a termination for breach of contract, either party may terminate the contract with written 90 days' notice to other party- In the event of such breach, and prior to terminating, the party alleging any breach must notify the other party, in writing, and state the nature of the breach, giving the breaching party an opportunity to cure. Except as may be otherwise provided in this Agreement, such breach by either party will result in the other party being responsible to reimburse the non-defaulting party for all costs incurred directly as a result of the breach of this Agreement, and shall be subject to such damages as may be allowed by law, including all attorneys' fees and costs of enforcing this Agreement.
22. GOOD FAITH: BANNOCK COUNTY and Pocatello Downs shall continue to engage in good-faith communication and negotiation during the term of this agreement to help keep costs low for use by Pocatello Downs, while also contemplating the actual costs to BANNOCK COUNTY.
23. ENTIRE AGREEMENT: This is the entire agreement of the parties and can only be modified or amended in writing by the parties.
24. ATTORNEY FEES: If action is brought to enforce the terms or provisions of this lease or to enforce forfeiture for default or to collect damages for breach, the prevailing party in such action shall be entitled to recover from the losing party reasonable attorney fees together with costs authorized by law.
25. NOTICES: Any notice required under this Agreement may be served upon BANNOCK COUNTY by hand delivery or USPS First-Class Mail, to Bannock County Event Center Office at 10588 Fairgrounds Road, Pocatello, ID 83201, and any notice may be served upon Pocatello Downs by hand delivery or USPS First Class Mail to Pocatello Downs, Inc. Service of a notice by US Mail shall be deemed complete upon the date of the postmarks by US Mail, Either party may change the address for services of notice by written notice to the other party.

26. ADDITIONAL ITEM; Pocatello Downs receives permission from Bannock County to simulcast (broadcast) events.
DATED this 26th day of February 2026.

BANNOCK COUNTY

_____ Date _____
Scott Crowther, Event Director

BANNOCK COUNTY BOARD OF COMMISSIONERS

_____ Date 2/26/2026 _____
Ernie Moser, Commissioner

_____ Date 2/26/26 _____
Ken Bullock, Commissioner

Pocatello Downs, INC.

_____ Date: _____

LuKrena Schoonover, President

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:

Matt Olsen

Department:

Bannock County Juvenile Justice

Requestor Email:

matto@bannockcounty.gov

Item(s) to be considered:

Agreement between Bannock County and the University of Cincinnati Research Institute to provide the Training of Trainers for Effective Practices in Community Supervision. This will aid in long-term sustainability of fidelity to the evidence-based practice model.

Date of meeting being requested:

02/26/2026

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:

Todd Mauger (possibly)

**UNIVERSITY OF CINCINNATI RESEARCH INSTITUTE
SERVICES AGREEMENT**

THIS SERVICES AGREEMENT (“Agreement”) made and effective as of the date indicated by the period of performance (“Effective Date”) between the University of Cincinnati Research Institute, a tax exempt, non-profit 501(c)(3) Ohio corporation, (“UCRI”) having an office at 3080 Exploration Ave, Cincinnati, OH 45206 and Bannock County (“Sponsor”) having its principal office at 624 E. Center, Pocatello, ID, 83201.

WHEREAS, Sponsor wishes UCRI to perform training or other services as set forth in Exhibit A (“Work”);

WHEREAS, the Affiliation Agreement between UCRI and the University of Cincinnati (“Authorized Contractor”), approved by the University of Cincinnati Board of Trustees May 22, 2012, provides that the Authorized Contractor: shall perform all or part of the Work as a subcontractor to UCRI; shall comply with all UCRI’s obligations to Sponsor as set forth in this Agreement; and has authorized UCRI to represent and warrant its agreement to such performance and compliance; and

WHEREAS, the Work is of mutual interest and benefit to both UCRI and Sponsor.

NOW, THEREFORE, UCRI and Sponsor (individually referred to as a “Party” and collectively referred to as the “Parties”) agree to the following:

1. **STATEMENT OF WORK.** UCRI agrees to use its reasonable efforts to provide the Work described in the Statement of Work which is attached hereto as Exhibit A and incorporated herein by reference.
2. **PERIOD OF PERFORMANCE.** The Work shall be conducted during the period beginning on March 1, 2026 (“Effective Date”) and ending on June 30, 2026 (“Termination Date”) and will be subject to renewal only by mutual agreement of the Parties.
3. **REIMBURSEMENT.** In consideration of the foregoing, Sponsor agrees to support the Work set forth in Exhibit A, consistent with UCRI’s policy for the conduct of this Work, by paying the fixed price amount identified in Exhibit A.
4. **PAYMENT.** Payments shall be made to “University of Cincinnati Research Institute” by Sponsor in U.S. dollars, due and payable within thirty (30) days after Sponsor’s receipt of UCRI’s invoice for such Work.

Invoices should be sent to:

Bannock County Juvenile Justice

137 S. 5th , P.O. Box 4926

Pocatello, ID 83205

Attn: Matt Olsen Email: matto@bannockcounty.gov

All payments shall be mailed to:

University of Cincinnati Research Institute

PO Box 19614

Cincinnati, OH 45219

Attn: ucipayables@uc.edu

UCRI may elect to accept requests to modify the approved and final training dates sixty (60) days or less prior to the scheduled program, however certain expenses, including but not limited to airline change flight fees, accommodation cancellation or modification expenses and other non-cancellable fees may be incurred by Sponsor and are considered pass-through expenses not included in the project budget, and shall be separately delineated on each invoice.

5. **EARLY TERMINATION.**

- 5.1. Should UCRI breach this Agreement or become unable to perform hereunder, Sponsor shall have the right to terminate this Agreement. Sponsor shall notify UCRI of its intention to do so, and termination shall become effective sixty (60) days thereafter if UCRI is unable to cure the breach or rectify the problem.
- 5.2. Failure of Sponsor to pay any amount required hereunder within thirty (30) days after receipt of an invoice from UCRI shall be cause for UCRI to terminate this Agreement. UCRI shall notify Sponsor of its intention to do so, and termination shall become effective sixty (60) days thereafter if Sponsor has not made such payment in full.
- 5.3. Termination under this Article 5 does not relieve Sponsor of the obligation to reimburse all costs and non-cancelable commitments incurred in the performance of the Work prior to termination, such reimbursement not to exceed the total project cost as specified in Exhibit A. Upon termination for any reason, each Party shall immediately return all confidential information to the other Party.

6. **OWNERSHIP OF MATERIALS.** UCRI retains all sole ownership rights to any and all patent, trademark, copyright and other intellectual property rights in any and all inventions and/or materials invented and/or developed by UCRI during the performance of UCRI's duties under this Agreement.

7. **WARRANTY DISCLAIMER.** Nothing in this Agreement shall be construed as a warranty or representation that anything made, used, transferred, sold or otherwise disposed of under any license or other provision of this Agreement that is or may be granted: (I) is or will be free from infringement of patents, copyrights and trademarks of third parties; (ii) creates an obligation to bring or prosecute actions or suits against third parties for infringement; or (iii) confers rights to use in advertising, publicity or otherwise any trademark or the name of UCRI or Sponsor. Except as expressly set forth in this Agreement, UCRI MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, and EITHER EXPRESS OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE INVENTIONS AND/OR MATERIALS UNDER THIS AGREEMENT WILL NOT INFRINGE ANY PATENT, COPYRIGHT OR TRADEMARK OR OTHER RIGHTS. Except as expressly set forth in this Agreement, Sponsor MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, and EITHER EXPRESS OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS OF ANY SAMPLE, MATERIAL OR PRODUCT SUPPLIED BY OR ON BEHALF OF Sponsor TO UCRI or its Authorized Contractor.

8. **INDEMNIFICATION.** Intentionally Omitted.

9. **CONFIDENTIALITY.** All documents and other materials produced under this Agreement shall be deemed to be "confidential information" and the receiving Party shall not disclose, use, or reproduce, or authorize any third Party to disclose, use, or reproduce, any such confidential information, without the prior written approval of the disclosing Party; provided, however, that the receiving Party may disclose such confidential information to its employees and representatives of the receiving Party as may be required to perform its obligations under this Agreement and, provided further, that the receiving Party informs such persons of the existence of this confidentiality obligations and will be responsible for any

breach of this such obligations by such persons. Notwithstanding anything in the foregoing to the contrary, the following shall not be deemed to be "confidential information": (I) information that is publicly known or becomes publicly known through no fault of the receiving Party, (ii) information that is generally or readily obtainable by the public, or (iii) information that constitutes the general skills, knowledge, and experience acquired by either Party before entering into this Agreement and thereafter.

10. **PROHIBITIONS.** UCRI shall only conduct research involving faculty, students, researchers, or other staff of its Authorized Contractor, if the research is industry-sponsored. UCRI shall not conduct clinical trials or research sponsored by the federal government, such as the National Institutes of Health, unless prior written approval is granted by its Authorized Contractor.
11. **EXPORT CONTROL.** It is understood that UCRI is subject to United States laws and regulations controlling the export of technical data, computer software, laboratory prototypes, and other commodities, and that its obligations hereunder are contingent on compliance with applicable U.S. export laws and regulations (including the Arms Export Control Act, as amended, and the Export Administration Act of 1979). The transfer of certain technical data and commodities may require a license from the cognizant agency of the United States Government and/or written assurances by Sponsor that Sponsor will not re-export data or commodities to certain foreign countries without prior approval of the cognizant government agency. While UCRI agrees to cooperate in securing any license which the cognizant agency deems necessary in connection with this Agreement, UCRI cannot guarantee that such licenses will be granted.
12. **NOTICES.** Any notices required to be given or which shall be given under this Agreement shall be in writing delivered by first class mail (air mail if not domestic) addressed to the Parties as follows:

SPONSOR

Attention: Matt Olsen
 Address: 137 S. 5th
 Pocatello, ID 83201

Phone: 208-235-2304
 Fax: 208-234-1094
 Email: (Contact email)

UCRI

Attention: Patrick Clark
 Address: University of Cincinnati Research
 Institute

PO Box 19614
 Cincinnati, OH 45219

Phone: 513-556-2628
 Fax:
 Email: patrick.clark@uc.edu

Except as otherwise expressly specified herein, all notices, requests or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by certified or registered mail, postage prepaid, return receipt requested, to the Parties at their respective addresses set forth on the signature page hereto, or at such other addresses as may be specified in writing by either of the Parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) days following deposit in the mail.

13. **ASSIGNMENT.** This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and the successors to substantially the entire business and assets of the respective Parties hereto. This Agreement shall not be assignable by either Party without the prior written consent of the other

Party. Notwithstanding the foregoing, UCRI may freely assign this Agreement to Authorized Contractor.

14. **GOVERNING LAW.** The Agreement shall be governed by the laws of the State of Ohio and the United States of America, without regard to any conflict of laws, rule or principle that would result in the application of the laws of any other jurisdiction. Any action brought to enforce this Agreement shall be brought in Ohio. In the event of any conflict between the Agreement and the Exhibit A, the Exhibit A will control related to project design and execution, and the Agreement will control in all other matters, except if this Exhibit A specifically refers to the section of the Agreement which is to be changed.
15. **GOVERNING LANGUAGE.** In the event that a translation of this agreement is prepared and signed by the Parties for the convenience of the sponsor, this English language version shall be the official version and shall govern if there is a conflict between the two.
16. **FORCE MAJEURE.** UCRI shall not be responsible to the Sponsor for failure to perform any of the obligations imposed by this agreement, provided such failure shall be occasioned by fire, flood, explosion, lightning, windstorm, earthquake, subsidence of soil, failure or destruction, in whole or in part, of machinery or equipment or failure of supply of materials, discontinuity in the supply of power, governmental interference, civil commotion, riot, war, strikes, labor disturbance, transportation difficulties, labor shortage, or any cause beyond the reasonable control of UCRI.
17. **INDEPENDENT CONTRACTOR STATUS.** This Agreement does not constitute a hiring by either Party. It is the Parties' intention that UCRI shall provide the services described herein as an independent contractor. This Agreement shall neither create an employee-employer relationship between the Parties nor shall it be considered or construed to be a partnership or joint venture. Neither Party shall be liable for any obligations incurred by the other Party unless specifically authorized in writing. Neither Party may act as an agent of the other Party, ostensibly or otherwise, or bind the other Party in any manner, unless specifically authorized to do so in writing.
18. **ENTIRE AGREEMENT.** Unless otherwise specified, this Agreement embodies the entire understanding between UCRI and the Sponsor for this project, and any prior or contemporaneous representations, either oral or written, are hereby superseded. If there is any conflict, discrepancy or inconsistency between the terms contained in this Agreement and a Purchase Order issued by Sponsor for Services contemplated hereunder, the terms set forth in this Agreement will govern, control and take precedence. No amendments or changes to this Agreement, including without limitation, changes in the statement of work, total cost, and period of performance, shall be effective unless made in writing and signed by authorized representatives of the Parties.
19. **USE OF NAMES.** Neither Party will use the name or trademarks of the other in any advertising or other form of publicity without the written permission of the other. If a Party seeks permission to use trademarks of the other Party, the other Party agrees to notify its appropriate licensing Contact and will not unreasonably withhold its consent.
20. **SEVERABILITY.** If any provision of this Agreement will be found by a court of competent jurisdiction to be void, invalid or unenforceable, the same will either be reformed to comply with applicable law or stricken if not so conformable, so as not to affect the validity or enforceability of this Agreement.
21. **SURVIVAL.** Termination of this Agreement by either Party shall not affect the rights and obligations of the Parties accrued prior to the effective date of the termination. Any rights or obligations set forth herein which of their nature are intended to extend beyond the term of this Agreement shall survive the

expiration or termination, including without limitation the sections titled Confidential Information, Ownership and Intellectual Property Rights, Warranty Disclaimer, and Indemnification.

22. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts or, through the exchange by facsimile or other electronic means of duly-signed duplicates hereof, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

-- SIGNATURES FOUND ON NEXT PAGE --

By signature below of duplicate originals, Sponsor and UCRI hereby agree to this Agreement as of the Effective Date.

SPONSOR

Signed: _____

By: Ernie Moser

Title: Bannock County
Commissioner

Date: _____

**UNIVERSITY OF CINCINNATI
RESEARCH INSTITUTE**

Signed: _____

By: Patrick Clark

Title: Executive Director

Date: _____

Exhibit A

STATEMENT OF WORK

UCRI, through its authorized subcontractor, the University of Cincinnati Corrections Institute (UCCI) shall provide:

- UCCI can provide one (1) virtual EPICS Training of trainers training across 8-days for up to 5 Sponsor staff with 1 UCCI trainers at a flat rate cost of \$20,000. Included is also support during the newly trained trainers 5-months of follow up coaching for newly trained end users
 - Additionally, Sponsor shall require each trainee attending the training-of-trainers to sign the Memorandum of Understanding (“MOU”) found in *Attachment A* – attached hereto and incorporated herein. No employee of Sponsor or other individual shall be provided access to the copyrighted training materials unless they have executed the MOU.

Costs are inclusive of salaries/benefits, travel accommodations/expenses, training material production/shipment to a central location for Sponsor dissemination to staff and administrative costs.

PAYMENT SCHEDULE

- 50% of the total amount (\$10,000) will be invoiced and due upon contract execution.
- The remaining 50% (\$10,000) will be invoiced and due following the training.

ATTACHMENT A

UNIVERSITY OF CINCINNATI
TRAINING-OF-TRAINERS MEMORANDUM OF UNDERSTANDING

Under this Memorandum of Understanding (“MOU”), I _____
(INSERT TRAINER NAME), from _____ (INSERT AGENCY
NAME),

acknowledge and agree to the following terms and conditions while acting as a trainer using the University of Cincinnati Corrections Institute’s (“UCCI”) training materials, **Effective Practices in Community Supervision (EPICS)** (PRODUCT NAME), hereinafter referred to as the “Materials”:

- (a) I acknowledge and understand the Training-of-Trainers protocol for the Materials as outlined within the training I received from UCCI.
- (b) I forfeit all rights to use or share the Materials upon termination of this MOU or the termination of employment with UCCI or the University of Cincinnati or any agency contracting with the same for the provision of my services, unless specific permission is granted in writing by UCCI for continued limited use of the Materials.
- (c) I will not use the Materials, or any accompanying products or materials provided by UCCI, outside of my employment or current relationship with UCCI, the University of Cincinnati, or a contracting agency, whether as an independent contractor or as a consultant or for any other position, regardless of whether the position or use is for-profit or not-for-profit. Specifically, represent and warrant that I will not use the Materials in any manner or way that could be construed by any person as competing with training offered by the University of Cincinnati and its UCCI.
- (d) Upon completion of each training session, I will submit to UCCI, or assist my agency to submit to UCCI, the names/agency titles/agency email addresses of all trainees who complete the full end user training (if applicable, identifying pass/fail status of certification exam). Submission to UCCI will be via email at corrections.institute@uc.edu.
- (e) I recognize that University of Cincinnati holds ownership and copyright of UCCI Materials and accompanying products, and as such I will abide by all copyright laws and restrictions as outlined within any UCCI training and this MOU.

Trainer

Date

University of Cincinnati Representative

Date

EPICS Training-of-Trainers Protocol

The University of Cincinnati Corrections Institute (UCCI) offers a Training of Trainers (ToT) process for UC's EPICS model and accompanying training curriculum. As such, agencies and organizations can develop internal capacity and sustain long-term use of the curriculum within the provision of services. A description of the ToT process, the staff selection and certification criteria, and costs are outlined below.

General Description of Training-of-Trainers

The EPICS TOT is a 5-day in person training followed by a 3-day in person observation of the training and random observation of the coaching process that prepares previously trained staff in EPICS to train other end users in the model. Alternatively, the TOT can be delivered across 10 half-day synchronous virtual sessions with trainers and 5 half-days of virtual observation as the new trainers train new end users. UCCI-approved Master Trainers provide the TOT training. The maximum number of TOT training participants is 10 individuals.

The training covers EPICS training and coaching logistics, content, and strategies. It also provides the opportunity for each participant to practice delivering training via teach backs and a live end-user session. Each participant is also responsible for coding audios and serving as an EPICS coach for a complete coaching sequence. The full training is designed to allow the participants to demonstrate the essential EPICS trainer lessons, during which Master Trainers measure participant ability to deliver the training. At the end of the TOT classroom training, participants will be administered a written examination. The exam tests on specific training content learned throughout the training, as well as the trainer's knowledge of EPICS, its application and follow up coaching.

ToT Selection Criteria

To be eligible for this training, staff must have:

- 1) Trained in the model (attended the initial end user training delivered by UCCI-approved trainers)
- 2) Consistent use the model (submitted 5 audio sessions as part of the end user follow up coaching process)
- 3) Active participation in coaching sessions (attended and participated in coaching sessions as part of the end user follow up coaching process)
- 4) Final tape must be graded as "satisfactory" or higher in 85% of items
- 5) Interest in being a trainer

ToT Participant Selection Guidelines

In addition to attending the facilitator training and receiving EPICS certification from UCCI, individuals selected to attend TOT training should:

- 1) Possess skill and comfort with public speaking, preferably with experience conducting trainings; Demonstrate a thorough understanding of the agency selected risk assessment;¹
- 2) Value the use of the assessment;
- 3) Have a flexible schedule that allows for training time, supported by your organization;
- 4) Be a reliable and long-term employee within your agency; and
- 5) Express interest and enthusiasm in becoming a trainer.

ToT Participant Certification

Based upon training participation, training ratings and written examination scores, ToT participants will be classified into one of three categories: 1) Certified Lead Trainer; 2) Co-Trainer; or 3) Uncertified.

After completing the training and receiving acceptable scores on teach-backs, trainer delivery of the end user session, and the exam, as well as the coding of audios and coaching process, Certified Trainers may begin training EPICS. If a participant does not meet the expectations needed to be certified, the individual may be classified as a Co-Trainer. These individuals require additional practice delivering the material or learning the key concepts and must co-train with a Certified Trainer until deemed appropriate for certification by the Master Trainer and approved by UCCI (process and pricing to be determined on an individual basis).

Uncertified participants are individuals who are unable to successfully complete the training requirements. Cases are rare when an individual is appropriately selected for the training and then does not demonstrate the necessary skills for certification. However, if the Master Trainer, via objective evidence, determines a participant is unable to demonstrate the necessary trainer skills needed, the person will not be certified.

To be certified as either a Certified Lead Trainer or a Co-Trainer, ToT participants must:

- 1) Attend and fully participate in the entire in person or virtual ToT Training process;
- 2) Receive an acceptable rating score from the UCCI Master Trainer on their ability to effectively deliver the training material during the mock training;
- 3) Pass the written ToT examination
- 4) Fully participate in conducting an in person or virtual live end user EPICS training as observer by a UCCI Master Trainer;
- 5) Receive an acceptable rating score from the UCCI Master Trainer on their ability to effectively deliver the training material during the end user training;
- 6) Act as the lead coach on at least one coaching session; and
- 7) Code two audios with strong inter-rater agreement with UCCI.

ToT Training Agreement and MOU

Individuals certified as Trainers on this program are only permitted to train within the scope of their employment with the contracting agency. **Individuals are not permitted to train outside of their employment or current relationship with the contracting agency, as an independent contractor or consultant, either for profit, or in any way that competes with the training offered by UCCI.** Any exceptions to this must be granted by UCCI. Request for special permission may be submitted to corrections.institute@uc.edu. If a certified trainer is no longer with the contracting agency, they forfeit all rights to train the material unless specific permission is granted by UCCI. All trainers are required to sign the MOU (first page of this document) at the time of the training which outlines these restrictions. If participants do not sign the agreement, they will not be certified.

¹ The EPICS TOT focuses on the content of the training, not general training skills or adult learning



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:

Matt Olsen

Department:

Bannock County Juvenile Justice

Requestor Email:

matto@bannockcounty.gov

Item(s) to be considered:

Requesting permission to dispose of a refrigerator/freezer in the juvenile justice center. The refrigerator/freezer is no longer working and an appliance repair business has stated it would be very difficult if not impossible to obtain parts to repair it due to how old it is.

Date of meeting being requested:

02/26/2026

Time requested:

5 Minutes

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

No

Contract/Agreement Begin Date:

Contract/Agreement End Date:

List of additional attendees:

Kelvinator Refrigerator/Freezer

Facts & Features

MODEL
TPK210KN
"No Frost" System
Ice Maker Ready

SPECIFICATIONS

- Total Volume, 20.6 Cu. Ft.
- Freezer Volume, 5.6 Cu. Ft.
- Fresh Food Volume, 15.0 Cu. Ft.
- Total Shelf Area, 27.4 Sq. Ft.
- Operates on 115 Volts, 60 Hz.

DIMENSIONS

- Height 66¹¹/₁₆"
- Width 31"
- Depth 31¹/₈"
- Depth (door open 90°) 59³/₈"
- Shipping Weight (approx.) 230 lbs.

REFRIGERATOR FEATURES

- 2 Full-Width Wire Shelves
- 1 Regular Shelf
- 2 Crispers
- Dairy Storage Compartment
- Utility Shelf
- 2 Deep Door Shelves
- Interior Light

FREEZER FEATURES

- Ready for Optional Automatic Ice Maker
- 2 Twister Ice Trays
- 2 Deep Door Shelves

CABINET FEATURES

- Trimwall® Construction
- Textured Steel Doors
- Reversible Doors
- Magnetic Door Gaskets

Parts & Service

 Nationwide

WCI Consumer Parts & Service
 While Consolidated Industries, Inc. maintains a vast network of factory authorized servicers to provide prompt courteous, professional service for your appliance anywhere you live or move in the U.S.A.



Listed by Underwriters Laboratories, Inc.

Kelvinator Appliance Company

186409-88



Kenmore
03210
Kenmore
Appliances
Partners
(208) 398-HELP (4357)
www.kenmore.com

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:

Melissa Hartman

Department:

Veteran Services

Requestor Email:

melissah@bannockcounty.gov

Item(s) to be considered:

VetraSpec Contract and continued Memo of Understanding for usage of computer data system for veterans services linking to the State of Idaho.

Date of meeting being requested:

02/26/2026

Time requested:

5 Minutes

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

No

Contract/Agreement Begin Date:

Contract/Agreement End Date:

List of additional attendees:



**TYLER MEMORANDUM OF UNDERSTANDING
VS-IDA-005**

This Memorandum of Understanding is effective as of February 26, 2026 and is made between Tyler Technologies, Inc., a Delaware corporation ("*Tyler*"), and Bannock County, ID ("*Customer*"), each of which may be referred to in the singular as "*Party*" or in the plural as "*Parties*."

RECITALS:

WHEREAS, Customer entered into a VetraSpec User Agreement with DataSpec, Inc.; and

WHEREAS, DataSpec, Inc. was acquired by Tyler Technologies, Inc. in April, 2021; and

WHEREAS, the VetraSpec User Agreement is now replaced with the Tyler End User License Agreement Turnkey Solutions for the current period of performance, 04/30/2025 - 04/29/2026; and

WHEREAS, Customer consents to the extension of the VetraSpec SaaS Services under the further terms and conditions stated herein.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. Exhibit A to this Memorandum of Understanding is Tyler's quote for the renewal of VetraSpec Software Services for the period 04/30/2026 - 04/29/2027.
2. Exhibit B to this Memorandum of Understanding is the VetraSpec Turnkey Support program.
3. The Tyler End User License Agreement Turnkey Solutions, [Turnkey Terms | Tyler Technologies](#), is incorporated by reference.
4. VetraSpec Software subscription automatically renews on the annual anniversary of the contract commencement date unless 30-days advance written notice is provided.
5. Data Export: Upon Customer's request, Tyler will provide one (1) data export (in BAK or CSV format) per year at no charge. If additional data exports are requested, Tyler will provide Customer with a price quote outlining the costs for additional exports at the current services fees. The price quote will be valid for thirty (30) days from the date of the quote.

- 6. Governing Law: This Memorandum of Understanding is governed by and construed in accordance with the laws of the United States or the laws of your state of domicile, without regard to rules on conflicts of laws.
- 7. Entire Agreement: This Agreement represents the entire agreement between Tyler and Customer with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by Customer, if any, are for Customer's internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment, by their duly authorized representatives as of the last date set forth below.

Tyler Technologies, Inc.

Bannock County, ID

Signature: _____

Signature: _____

Printed Name: Karen M. Edelen

Printed Name: Ernie Moser

Title: State Contracts Manager

Title: Commissioner

Date: _____

Date: Feb. 26, 2026



Exhibit A

Tyler Technologies Price Quote

Customer: Bannock County, ID
 Description: VetraSpec Software as a Service (SaaS) – Annual Subscription Renewal Quote
 Date of Quote: January 12, 2026
 Period of Performance: 04/30/2026 - 04/29/2027
 Type: Firm Fixed Price

VetraSpec Platform - Software as a Service (SaaS)	TOTAL
VetraSpec Software (VS) Annual Subscription – 2 Named Users @ \$475.94 each	\$ 951.88
Total Software as a service (SaaS) Price	\$ 951.88

Assumptions:

- Software licenses and services quoted herein are subject to the terms and conditions of the applicable end user license agreement.
- Tyler will be afforded the opportunity to provide a formal response and cost proposal for consideration and acceptance should additional security services be needed.
- Customer will be responsible for all security documentation creation and modification as it relates to any updates during the subscription term. Tyler will not act as Information System Security Officers (ISSO) for or on behalf of Customer.
- Any security inspections or testing, automated and/or manual, against Tyler products or environments must receive approval from Tyler prior to execution.

Billing and Invoicing:

- Tyler will perform a user count prior to issuing renewal invoice for the appropriate number of SaaS licenses.
- Tyler will invoice 60-days in advance of the Period of Performance start date.
- Each subsequent renewal period is subject to an annual price escalation.
- Invoice amount will change if additional users are added to the Agreement.
- All fees are non-refundable.

Quote valid for 30 days.

Proprietary and Confidential Information of Tyler



Exhibit B

VetraSpec Turnkey Support

Standard Support Policy and Service Level Commitments

OVERVIEW

To ensure that our clients achieve success with our solutions, VetraSpec turnkey support comes standard with the purchase of the SaaS subscriptions. We have developed a 3-tier support framework that empowers your helpdesk to handle the daily operations of the system, while we provide a clear escalation path and regular updates to keep your organization on track.

STANDARD SUPPORT ROLES AND DEFINITIONS

SUPPORT TIER	SUPPORT PROVIDER	SUPPORT DESCRIPTION
Tier 1	Client's Helpdesk	Addresses basic client issues and inquiries, includes business-related questions, general navigation, and non-technical inquiries such as resetting passwords and unlocking accounts.
Tier 2	VetraSpec Turnkey Support Team	Addresses system changes and incidents that prevent clients from using the system. Includes client-specific configurations and customization, bug fixes, and associated configuration. ¹ Includes deployment processes and remediation of hosting, performance, and maintenance tasks and issues. ² (See below for tier 2 response times.)
Tier 3	VetraSpec Turnkey Product Team	Addresses major system changes and issues related to the product platform or external vendors which cannot be mitigated through Tier 2 Support.

¹ Tier 2 support description applies only to systems configured and implemented by Tyler.

² Hosting related issue remediation is included for systems hosted by or through Tyler.



TIER 2 RESPONSE TIMES

The Tyler VetraSpec Support Team response times depend on an incident's assigned severity.³

SEVERITY	DESCRIPTION	IMPACT	INITIAL RESPONSE TIME (E-MAIL)
Blocker	System outage. Complete loss of service on a production system.	All users	2 Business Hours
Critical	Substantial loss of service in a production system. No workarounds available.	All users	4 Business Hours
Major	Production system is working but important component or workflow is not functional.	Majority of users	4 Business Hours
Medium	Production system is working but less-used component or workflow is not functional. Report not calculating correctly.	1-2 teams of users	8 Business Hours
Minor	Non-production system issue, or production issue that impacts few users.	Small groups or individual users	8 Business Hours

UPGRADES

In addition to technical support, the VetraSpec Turnkey SaaS subscription includes access to new VetraSpec turnkey product version releases. Upgrades are scheduled during non-working hours (6 pm – 6 am ET) and are communicated by Tyler at least one business day in advance. Tyler may require some client involvement for user acceptance testing.

BACKUP SUPPORT

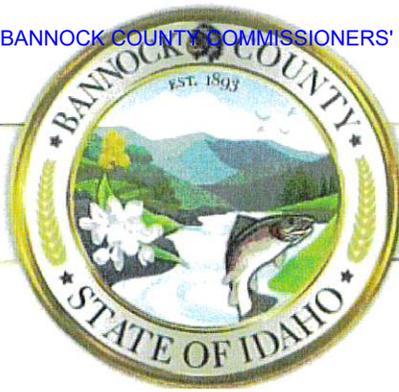
The VetraSpec Turnkey SaaS subscription includes an automated backup process, including full database backups maintained for seven days. This allows for point in time restore down to the minute within the last seven days.

CONTACT SUPPORT

HOURS: 8:00 a.m. – 6:00 p.m. ET, M – F
(Except Federal Holidays)
e-Mail: FD-VetraSpecSupport@tylertech.com

³ Tyler cannot be responsible for Tier 2 response times when they are managed by an organization other than Tyler.





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

ERNIE MOSER
Commissioner
1st District

JEFF HOUGH
Commissioner
2nd District

KEN BULLOCK
Commissioner
3rd District

AGENDA REQUEST FORM

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

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

Name/Department:

Matthew K. Phillips / Human Resources & Risk Management

Item to be considered/background:

Propose personnel action language update on consent agenda for issues eligible for executive session to facilitate HR & BOCC discussing timely issues as needed.

How much time will be needed? Meeting date requested:

5 minutes

2/26/26

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:

Jon Radford, Chief Deputy Prosecuting Attorney

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

Commissioner Office Only:
Date: 2/26/26 Time: _____

Current Language:

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.

Proposed language:

Personnel Actions with potential Executive Session under Idaho Code §74-206(1)(a), (b) and(d) for personnel actions or personnel records exempt from disclosure with potential action following adjournment of Executive Session.

Personnel Actions for Potential Executive Session**All Bannock County Offices and Department Personnel**

1. Salary Rate Approval Forms
2. Volunteer, Intern and Apprenticeship Approval Forms
3. Leave of Absence / Leave Without Pay requests greater than 30 days

Board of County Commissioner Department Personnel

4. Leave of Absence / Leave Without Pay requests less than 30 days
5. Disciplinary & Dismissal Documents
6. Performance Evaluations
7. Separation Notices / Exit Interviews
8. Complaints & Investigations



Customer Name: Bannock County

Contact Name: Daniel Kendall

Project Name: Bannock County Courthouse (Pocatello, ID)

Project Address: 624 East Center Street

City: Pocatello State: ID Zip: 83204

Project #: 2026.007 Contract # / CPN #: #R10-1103A

Project Type: Mill & Pave

Submittal Date: 2/12/26

Sales Manager Name: Keifer Klauser

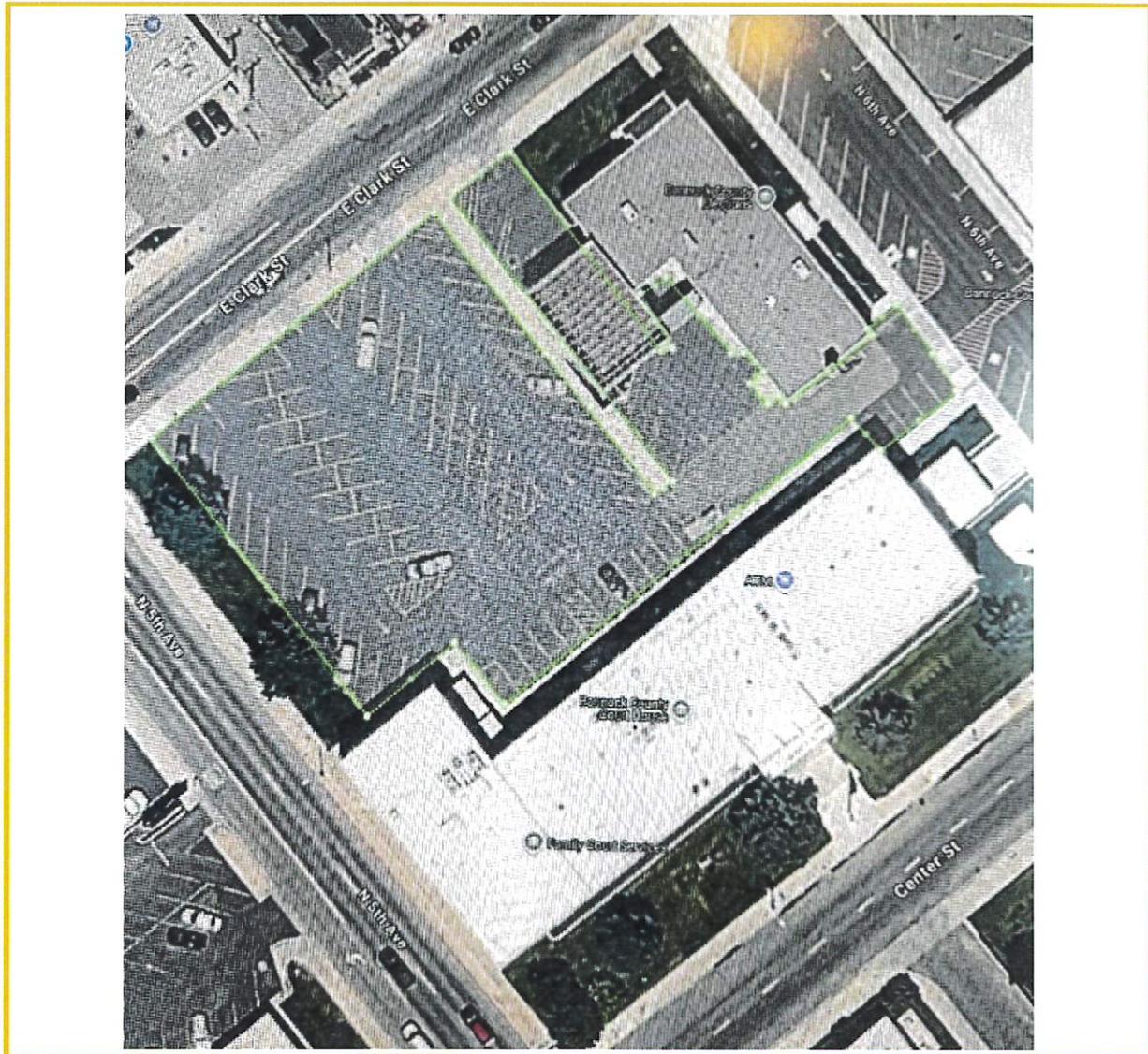
Sales Manager Phone: 208-339-5119

Sales Manager Email: Keifer.Klauser@roofconnect.com

The proposed prices are based on current material and energy costs, current production schedule and all noted assumptions made herein. Some of these factors are very volatile and represent significant factors that influence the proposed prices.



OVERVIEW





SCOPE OF WORK

»» Base Bid:

MILL AND PAVE

1. 2.5" Mill and Pave | 33,800 SF
 - Mill pavement to a depth of 2.5".
 - Remove and haul all debris off site.
 - Apply tack coat to promote adhesion.
 - Supply and install 2.5" of hot mix asphalt. Roll to compaction.

»» Safety and Project Preparation:

All safety and project preparation to be discussed in required pre-construction meeting.

Does not include repair of any underground utilities.

»» Miscellaneous:

If additional mobilizations are required due to site not being ready on the scheduled date, additional charges will incur.

Pricing subject to change if full scope of work is not approved.

Repairs may necessitate permits. The need for permits will be confirmed upon approval of the proposal. Please note that any associated permitting costs and fees will be charged additionally



SCOPE OF WORK

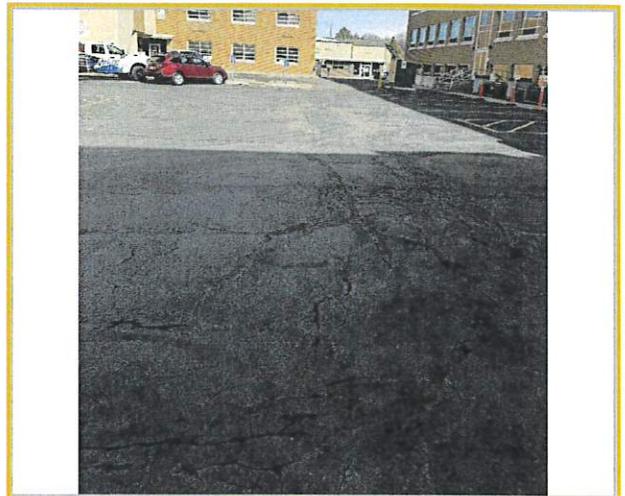
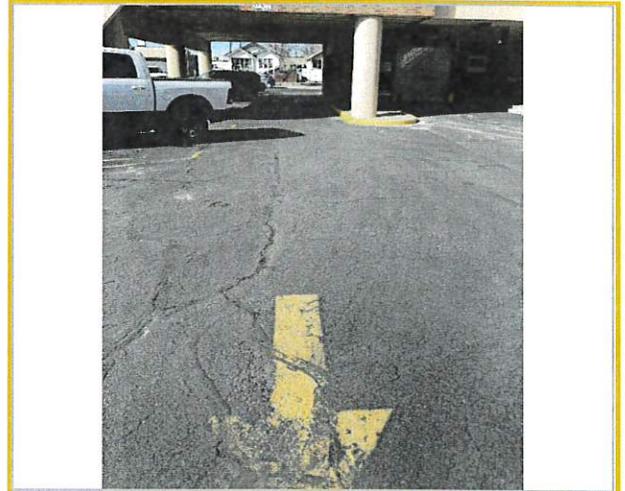
	Description	Quantity	Units	Cost	Total Cost
1.	2.5" Mill and Pave	33800	SF	\$ 4.02	\$ 135,876.00
2.					\$ 0.00
3.					\$ 0.00
4.					\$ 0.00
5.					\$ 0.00
6.					\$ 0.00
7.					\$ 0.00
8.					\$ 0.00
9.					\$ 0.00
10.					\$ 0.00
11.					\$ 0.00
12.					\$ 0.00
13.					\$ 0.00
14.					\$ 0.00
15.					\$ 0.00
16.					\$ 0.00
17.					\$ 0.00
18.					\$ 0.00
19.					\$ 0.00
20.					\$ 0.00
Total :					\$ 135,876.00
Taxes & Fees* :					\$ 0.00
Base Bid Total :					\$ 135,876.00

**All applicable taxes included. See all terms, conditions, & exclusions.*

Base Bid Total: \$ 135,876.00

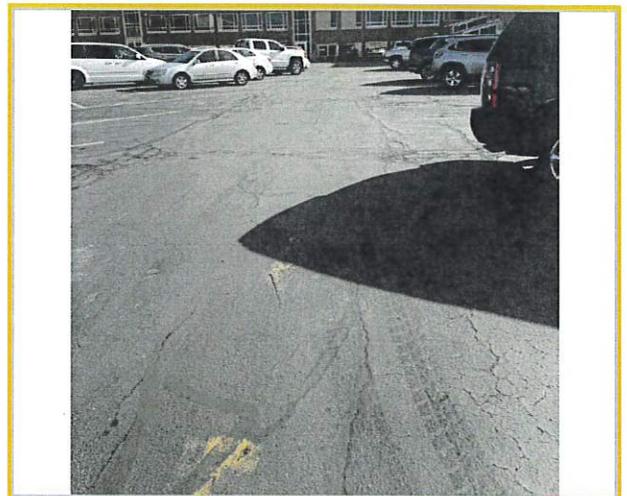
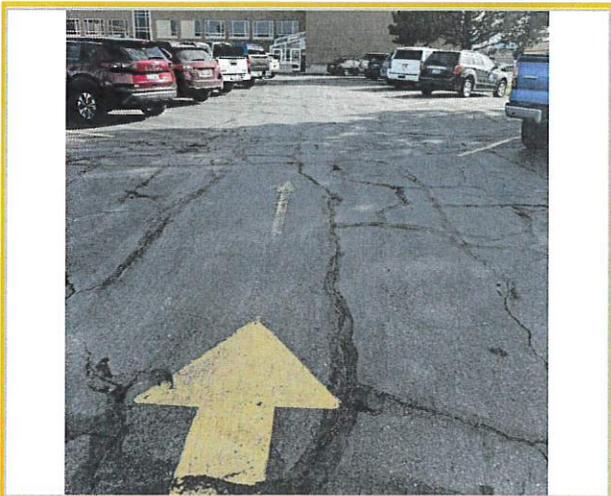
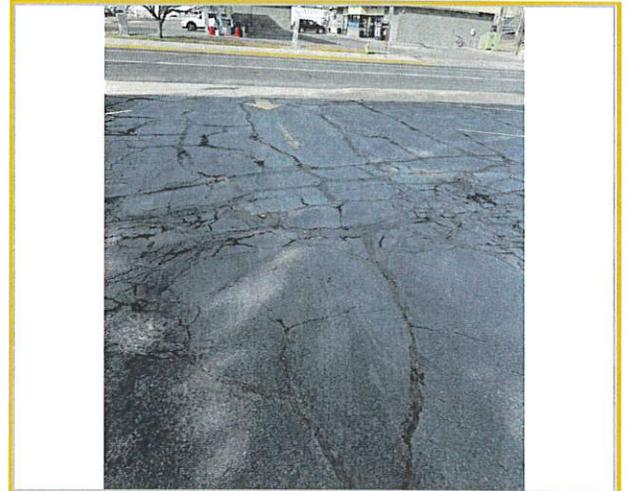


PICTURES





PICTURES





PICTURES





PAYMENT TERMS

»» Schedule or Reimbursement

- _____ due upon delivery of materials
- 100% due upon substantial completion of project
- _____ due upon acceptance and issuance of warranty

Notes: The above work including tax, insurance, warranties, hosting, and all safety equipment are included in this proposal.

»» Exclusions:

Survey & Staking, Traffic Control, Concrete Work, Permits, Testing, Striping, Flagging, Dewatering, Erosion Control, Turf Restoration, Subgrade or Soil Corrections, Valve Box / Casting Adjustments, More than 1 Mobilization Unless Stated Otherwise Within The Scope of Work.



ACCEPTANCE OF TERMS

»» As authorized representative of Bannock County, I hereby accept the proposal, summarized as follows:

Proposed Item	Price	Accept
Base Bid	\$ 135,876.00	<input checked="" type="checkbox"/>
		<input type="checkbox"/>
Pavement Markings per Existing	\$ 2,750.00	<input type="checkbox"/>
		<input type="checkbox"/>

Accepted By:

Name: Ernie Moser

Signature: _____

Approval Date: 2/26/2026

Approved Contract Amount: \$135,876.00

Purchase Order Number: N/A



PROJECT AGREEMENT TERMS AND CONDITIONS

1. This proposal is not an offer to enter into a contract but, instead, is submitted for Customer's information and consideration with the understanding that it must be approved by PaveConnect after its acceptance by Customer and is not binding upon PaveConnect until so approved in writing.
2. Customer's acceptance of this proposal constitutes Customer's acceptance of these Terms and Conditions. Any additional or different terms or conditions set forth in Customer's purchase order or in any other agreement between Customer and PaveConnect are hereby rejected by PaveConnect and shall not be binding or effective unless assented to in writing by an authorized representative of PaveConnect. If there is a conflict between the provisions in these Terms and Conditions and any other agreement between Customer and PaveConnect, then Customer agrees that these Terms and Conditions will control and supersede the provisions of any other agreement between the parties. Any order or any statement of intent to proceed or any direction to proceed with installation or acceptance of this proposal or payment in full or partial payment for any of the work or equipment furnished shall constitute Customer's acceptance of the terms and conditions of this proposal.
3. Customer will promptly pay PaveConnect's invoices upon receipt. Any invoice will be considered delinquent after 30 days, unless specified in a previous agreement or contract. If Customer fails to timely pay any of PaveConnect's invoices, PaveConnect may stop work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately upon demand. In addition, PaveConnect reserves the right to file a lien for unpaid invoices or exercise any other legal remedies available to PaveConnect. Any invoices that are not timely paid will accrue interest at the rate set forth in any applicable prompt payment statute under the laws of the State where the Project is located. Customer agrees to pay all attorneys' fees, expert fees, and other costs incurred by PaveConnect to collect payment under this Agreement. In addition, in the event of a dispute between the parties, Customer agrees to pay all attorneys' fees, expert fees, and other costs incurred by PaveConnect to prosecute or defend against any claims arising out of or related to PaveConnect's performance of this Agreement whether asserted by Customer or any other person or entity.
4. Customer acknowledges that PaveConnect is not an insurance adjuster. PaveConnect can not legally negotiate directly with Customer's insurance carriers on Customer's behalf. Customer shall be solely responsible for payment in full to PaveConnect for the work and any reimbursement to Customer by an insurance carrier shall be Customer's sole responsibility to negotiate and resolve.
5. If PaveConnect knowingly encounters asbestos or other hazardous substances on the site, PaveConnect will stop work and report the condition to the Customer or Owner. PaveConnect will not be required to resume work in the affected area until the asbestos or other hazardous substances have been removed or otherwise controlled so that it does not pose a health or safety threat. ~~Customer agrees to indemnify, hold harmless, and defend PaveConnect against any claims, damages, or causes of action arising out of asbestos or other hazardous substances on the site.~~
6. Any work scheduled dates given in advance are estimated. Work will be subject to prior orders with PaveConnect. PaveConnect shall not be liable for failure to perform or delay in performance hereunder resulting from fire, labor difficulties, delays in usual sources of supply, major changes in economic conditions, or, without limitation by the foregoing, any cause beyond PaveConnect's reasonable control. PaveConnect shall be entitled to an extension of time for performance of its work for any delays that are the result of anything other than the negligence or wrongful misconduct of PaveConnect.
7. All skilled or common labor that may be furnished by the Customer shall be considered and treated as



PROJECT AGREEMENT TERMS AND CONDITIONS

Customer's own employees, and Customer agrees to indemnify, hold harmless, and defend PaveConnect against all claims for accidents or injuries to such employees in the course of the work, or to any person or persons through the negligence of such employees.

8. No oral representations are binding upon PaveConnect unless reduced to writing and signed by authorized representatives of both PaveConnect and the Customer. All changes to this Agreement, or to the materials or equipment being provided under this Agreement, must be in writing.

9. Workmanship Warranty: PaveConnect will warrant all workmanship for the period of 12 months from the date that PaveConnect completes its work on the Project. This one-year warranty excludes any defects in the materials installed. No full system watertight warranty is provided, unless otherwise specified.

OTHER THAN THE EXPRESS WARRANTIES STATED HEREIN, PAVECONNECT MAKES NO OTHER WARRANTIES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, WITH REGARD TO THE LABOR, MATERIALS, AND/OR EQUIPMENT FURNISHED UNDER THIS AGREEMENT OR WITH REGARD TO THE WORK ITSELF, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY EXPRESSLY DISCLAIMED.

11. Limitation of Liability. Customer agrees that PaveConnect's liability for any damages arising out of this Agreement shall be limited to the lesser of: (i) the total costs of PaveConnect's labor and materials; or (ii) twenty-five thousand dollars (\$25,000.00). This limitation of liability applies to all claims that arise out of PaveConnect's performance of the work under this Agreement, including, without limitation, claims for loss or damage arising out of this Agreement or from the performance or breach thereof, or connected with the supplying of any labor, equipment, goods or material hereunder, or their sale, resale, operation or use, whether based on contract, warranty, tort (including negligence) or other grounds. PaveConnect shall not, in any circumstance, including, but not limited to, breach of contract, warranty, tort (including negligence) or other grounds be liable for special, consequential; incidental; delay (including liquidated damages), exemplary, or punitive damages including, but not limited to, damages for lost profits, lost revenues, business interruption, loss of the product or any associated product, cost of capital, cost of substitute products, cost of substitute facilities or services, delay damages (including liquidated damages), downtime costs, home office overhead, extended general conditions costs, or claims of the Customer for such damages. If PaveConnect furnishes Customer with advice or other assistance that concerns any labor, equipment, goods, or material furnished hereunder, or any systems or equipment in which of any such equipment, goods, or material may be installed, and which is not required pursuant to this Agreement, the furnishing of such advice or assistance will not subject PaveConnect to any liability, whether based on contract, warranty, tort (including negligence) or other grounds.

12. PaveConnect is not responsible for any property damage, including damage to landscaping, except to the extent such damage is caused by the negligence or wrongful conduct of PaveConnect and is not covered



PROJECT AGREEMENT TERMS AND CONDITIONS

by any insurance policy insuring the Project or the Work. PaveConnect shall have no liability to pay for any deductibles related to any insurance policy.

13. Customer shall ensure that there is a place at the site where PaveConnect can safely store all materials or equipment that will be included in PaveConnect's work. Customer accepts full responsibility and any damages to PaveConnect's stored materials or equipment. Customer shall provide all trash dumpsters for PaveConnect's use on the Project, unless otherwise specified and agreed upon by PaveConnect and Customer or Owner.

14. PaveConnect's proposal assumes that the site will be available and accessible to PaveConnect during normal business hours, unless stated otherwise in the agreed upon scope of work. If this assumption is incorrect, then PaveConnect shall be entitled to a change order for any increased costs incurred by PaveConnect due to different working hours.

15. Governing Law. This Agreement shall be governed by, the laws of the State in which the project is completed.

16. Arbitration. Any and all disputes arising out of this Agreement shall be decided by binding arbitration pursuant to the Construction Industry Rules of the American Arbitration Association. The location for the arbitration hearing shall be in the state in which the project is completed. Customer agrees to the joinder of any third parties in the arbitration at the request of PaveConnect.

TO THE FULLEST EXTENT ALLOWED BY LAW, CUSTOMER AND PAVECONNECT SPECIFICALLY WAIVE THE RIGHT TO A JURY TRIAL.

17. Exclusions. The following items, unless specifically included in PaveConnect's agreed to scope of work, are excluded from PaveConnect's proposal and are not included in this Agreement:

- Bonds of any kind
- Costs for permits or third-party inspections
- Overtime, after-hours work, or work on any legally recognized holiday
- Provisions for LEED Certification or any other type of green building certification
- Painting or repair of any damaged property, including landscaping
- Labor or materials not specifically identified in PaveConnect's proposal
- Asbestos abatement or abatement of any other hazardous material
- Security services