



## BANNOCK COUNTY COMMISSIONERS' – MEETING

### Commissioners' Agenda

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

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

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### **Tuesday, April 21, 2026**

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

##### **Agenda:**

- Indigent Business may require an Executive Session pursuant to Idaho Code §74-206(1)(d) to consider records exempt from public disclosure (action item)
- Discussion pertaining to water at the Wellness Complex to include, if approved, signature on contract for Participation by Non-Member in District for Mitigation Purposes (requested 10 minutes) (action item)
- Matt Olsen, Juvenile Justice, regarding approval of and signature on Participant Electronic Monitoring Products and Services Agreement with Talitrix (requested 10 minutes) (action item)
- Scott Crowther, Event Center/Wellness Complex, requesting approval of and signature on contract requesting fee waiver for (1) 4-H horse practice, and (2) PMC Employee Movie Night (requested 5 minutes) (action item)
- Hal Jensen, Planning and Development, seeking review, approval, and signature MOU for connection of water line by developer McCormick Ranches at Fairgrounds Road (requested 5 minutes) (action item)

#### **RESOLUTIONS AND ORDINANCES (action items):**

Resolution No. 2026-27 Designating County Roads for State Reimbursement

**LETTERS AND NOTICES (action items):****SIGNATURE ONLY (action items):**

Commissioners' Proceedings – March 2026  
Memorandum of Agreements with Teton County, Idaho and Teton County, Wyoming and Bannock County  
Museum Event Center contract for the Bannock County Employee Health Fair

**CONSENT AGENDA (action items):**

- Manual Checks
- Alcohol Licenses and Catering Permits
- Certificate of Residency Approval
- Personnel Actions with potential Executive Session under Idaho Code §§ 74-206(1)(a),(b)&(d) for personnel actions or personnel records exempt from disclosure with potential action following adjournment of Executive Session
- Mileage and Travel Approvals
- Minutes: Approval of and signature on certification for meeting minutes for April 16, 2026

**10:00 AM** Ambulance District update (potential action item)

**10:30 AM** Property Tax Exemption Discussion (action item)

**11:00 AM** FY27 Public Health Budget Proposal (potential action item)

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



ERNIE MOSER  
Commissioner  
1st District

JEFF HOUGH  
Commissioner  
2nd District

KEN BULLOCK  
Commissioner  
3rd District

## Business Meeting Agenda Request Form

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

Requestor Name:

Scott Crowther

Department:

Event Center/Wellness Complex

Requestor Email:

scottc@bannockcounty.gov

Item(s) to be considered:

Seeking to discuss water at the Wellness Complex

Date of meeting being requested:

04/16/2026

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:

**Kristi Davenport**

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**From:** Scott Crowther  
**Sent:** Thursday, April 9, 2026 3:54 PM  
**To:** Kristi Davenport  
**Subject:** Fwd: Annexation Information  
**Attachments:** 2026 annual meeting.docx; AFA Self Reporting Letter July 2025 (1).docx; Annexation Petition.docx; Bannock County Non-Member Mitigation Contract.docx; District Water Policy Letter 2026.doc; Tutorial for using the Water Reporting app.docx

Begin forwarded message:

**From:** The American Falls Aberdeen GWD <americanfalls.aberdeen.gwd@gmail.com>  
**Date:** April 9, 2026 at 3:33:48 PM MDT  
**To:** Scott Crowther <scottc@bannockcounty.gov>  
**Subject: Annexation Information**

Scott, I am sending you the following documents:

- Annexation Petition
- Non Member Mitigation Petition
- Self-reporting documents
- District Water Policy
- Annual membership meeting invitation

Let me know if you have any questions.

Here is what you owe, based on your water rights and cfs.

Name	Water Right	CFS	2026 Priority Date	
Bannock County			\$1,094.09	
	29-7329	0.82	\$897.15	05/12/76
	29-7972	0.48	\$525.16	05/05/90
	29-13466	0.55	\$601.75	1/14/2003
	<b>Total</b>	<b>1.85</b>	<b>\$2,024.07</b>	



American Falls Aberdeen Area  
Ground Water District  
505 N. Oregon Trail  
P.O. Box 70  
American Falls, ID 83211  
(208)226-5914  
americanfalls.aberdeen.gwd@gmail.com

# American Falls Aberdeen Ground Water District

April 06, 2026

Dear Water User:

As a result of the water supply conditions and the status of the District’s implementation of the 2024 Stipulated Mitigation Plan (“2024 Plan”), we write today to inform you of changes to the District’s Pumping Reduction Program policies that we, the Board of Directors (“Board”), approved at a March 25, 2026 special meeting.

The District’s Pumping Reduction Program (“Program”) entails several components, including an allocation policy, a savings policy, and an enforcement policy. Historically, the District has allocated pumping limits to members through a tiered system based on water right priority but set a maximum pumping reduction of 22% from baseline; has allowed members to carry over unused pumping allocations (or “savings”) indefinitely; and has not enforced non-compliance, by imposing penalties, until a member carries an overage for four consecutive years.

Because of recent and ongoing dry conditions in the Upper Snake River Basin, the District is in a precarious position. There will be little to no surface water available to recharge in 2026. District pumping in 2025 exceeded the annual average limit imposed by the 2024 Plan and negated most of the excess conservation the District achieved, largely by recharging, in 2024. The District is still on pace to comply with the conservation obligation under the 2024 Plan from 2024-2027, but there is little cushion for 2026-2027.

Between the significant amount of savings in members’ accounts, the ability for members to rectify overages with historical savings, and non-enforcement until a member is in stage four of non-compliance, the District will likely struggle to satisfy the conservation obligation under the 2024 Plan in 2026-2027 in the absence of Program policy changes. The Board must take action to prevent members that are in compliance with the District from becoming subject to curtailment because the Program failed to ensure the District as a whole is in compliance with the 2024 Plan. Accordingly, the Board approved the following changes:

- 1. **Allocation Policy.** The 22% maximum reduction cap is eliminated. The District will now require members to operate in accordance with their pumping allocation even if that means they must reduce their pumping relative to the baseline by greater than 22%.

This will reduce pumping allocations District-wide by roughly 5,300 AF annually, which will help the District meet its conservation obligation under the 2024 Plan. The pumping allocations within each tier remain unchanged.

2. **Savings Policy.** The indefinite carryover of savings is eliminated. The District will now limit its evaluation of savings (and overages) to each four-year compliance period under the 2024 Plan (i.e., from 2024-2027), subject to the following:
- Members must rectify all pre-2024 overages by July 1, 2026. Members may do so by acquiring pre-2024 savings from other members using a District transfer form. The District will charge members a \$100/AF assessment for any remaining pre-2024 overages.
  - Members may use their own pre-2024 savings to rectify their own 2024-2025 overages. Any members electing to do so must inform the District by July 1, 2026. The District will compensate members for remaining pre-2024 savings based on the following pay structure:

<b>Year</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>
<b>AF Value:</b>	<u>\$0.00</u>	<u>\$2.80</u>	<u>\$4.00</u>	<u>\$5.20</u>	<u>\$6.40</u>	<u>\$7.60</u>	<u>\$8.80</u>	<u>\$10.00</u>

We expect roughly 182,000 AF of pre-2024 savings will remain after July 1, 2026, and the District will pay out roughly \$1,000,000 to members with pre-2024 savings.

3. **Enforcement Policy.** Multi-stage enforcement is eliminated. The District will now evaluate compliance based on a member's account balance within a compliance period. Members must rectify overages before the end of the period (i.e., the end of the 2027 irrigation season) by acquiring savings from other members using a District transfer form, securing their own water for recharge, or paying 125% of what the District pays (\$100/AF minimum) to secure water for recharge.<sup>1</sup> Members in non-compliance at the end of the period will be reported to IDWR and will cease to be protected from curtailment by the 2024 Plan or any other mitigation plan the District has in place.

These decisions were not taken lightly. We know that they have real impacts on your farming operations and livelihoods. We believe these modifications are the fairest possible way to meet a pressing need: ensuring the District complies with the 2024 Plan and protects its compliant members from curtailment due to the Surface Water Coalition delivery call. We also believe it fairly compensates members who historical conservation efforts under the prior mitigation plan (the "2016 Plan") benefited the District and protected the membership from curtailment.

We thank you in advance for your understanding and cooperation as we navigate these difficult conditions. We invite you to learn more about the details of these Program policy changes, and ask any questions you may have, at the annual meeting the District is holding at 6:00 pm on April 21, 2026, at the Aberdeen High School Auditorium.

Sincerely,  
Board of Directors, American Falls-Aberdeen Ground Water District

<sup>1</sup> The District is not obligated to secure water for the non-compliant member but may do so if water is available.

# **Aberdeen - American Falls Ground Water District**

## *2026 Annual Meeting*

*April 21st, 2026 – 6:00 p.m.*

*Aberdeen High School Fine Arts Building*

Welcome & Introduction

Water Issues

Water Reporting App

Use/Tiers/Reduction Information

Non-Compliance Policy

SWC Agreement

Question & Answer

Adjournment

**ABERDEEN AMERICAN FALLS GROUND WATER DISTRICT**

505 N Oregon Trail,  
American Falls, ID 83211  
Phone: (208) 226-5914

Dear Irrigator,

On November 15<sup>th</sup>, 2024 the Aberdeen American Falls Ground Water District, together with the other members of IGWA signed a new settlement agreement with the Surface Water Coalition that replaces the 2015 settlement agreement. As part of this new agreement, the district is now required to report monthly usage from all irrigation diversions. The district initiated a self-reporting requirement in June of this season with a \$50 per diversion penalty for every month a reading is not reported. This penalty is to cover the cost of having the district consultants collect those readings that are not submitted.

**Meter readings are required to be reported by the 7<sup>th</sup> day of each month.** Water Well Consultants will do the May and November readings but you will be required to submit meter readings for June through October. If they do not receive your monthly readings they will have to do the reading for you and you will receive an invoice for \$50 per diversion. Most of our members did a good job of reporting their readings but there were still a lot of meters that had to be read by Water Well Consultants. They billed us for those readings and we have already paid for them. You will be receiving a bill for the September and October readings as well as any delinquent meter billings. Please pay as soon as you receive your billing.

We have created a well map and reporting survey that will allow you to quickly and easily record your well usage each month. In any web browser simply navigate to [www.waterwellconsultants.com/](http://www.waterwellconsultants.com/) then from the top banner click on "Districts" and select the "American Falls/Aberdeen Ground Water District". This is where you can find the self-reporting survey and map. This is the preferred method of submission, but the district consultants will also accept readings via email, text, or phone call.

We are grateful for your participation and hard work in meeting our obligations.

Sincerely,

Aberdeen American Falls Ground Water District Board of Directors

Nephi Shurtliff – 208-650-3833; [nephi@waterwellconsultants.com](mailto:nephi@waterwellconsultants.com)

Jaxon Higgs – 208-604-1281; [jaxon@waterwellconsultants.com](mailto:jaxon@waterwellconsultants.com)

This is a tutorial to help you in using the **Water Reporting app**.

### **From Your Computer**

Go to [www.waterwellconsultants.com](http://www.waterwellconsultants.com)

Click the down arrow on **Districts** at the top of the page. Select **American Falls/Aberdeen**.

In order to comply with the settlement agreement signed in November 2024, the district is requiring self-reporting of flowmeter readings for the 2025 season. The links below will take you to the tool created to aid in your reporting. The map link will allow you to locate your wells and submit readings. If you already know the WMIS numbers of your wells, you can use the survey link.

Map Link: [Aberdeen-American Falls Well Location Map](#)

Aberdeen-American Falls GWD Reporting page

1. Yellow dots show location for all the wells. Zoom in on your well and when you select it, it will automatically input the data for the well = WMIS number and serial number
2. White reporting box in the bottom left-hand of page
  - a. Place for WMIS number
  - b. Meter Serial #
  - c. Reading
  - d. Volume units – not needed
  - e. Multiplier – not needed
  - f. Notes
  - g. Photo
  - h. Date/Time
  - i. Location = Latitude & Longitude – not needed
3. Once you fill in information, click SUBMIT
4. Click on the refresh arrow at the top to add another record

Survey Link: [Aberdeen-American Falls Survey](#)

1. The Survey Link is a short-cut to the reporting box
  - a. WMIS number
  - b. Meter Serial #
  - c. Reading
    - a. Volume units – not needed
    - b. Multiplier – not needed
    - c. Notes
    - d. Photo – you can take a picture and upload it to the box
    - e. Date/Time
    - f. Location = Latitude & Longitude – not needed
  - d. Once you fill in information, click SUBMIT

- e. Click on the refresh arrow at the top to add another record

### **From Your Cell Phone**

Go to [www.waterwellconsultants.com](http://www.waterwellconsultants.com)

Click the three lines at the top right of the page. Select American Falls/Aberdeen.

Map Link: [Aberdeen-American Falls Well Location Map](#)

Aberdeen-American Falls GWD Reporting page

1. Yellow dots show location for all the wells. Zoom in on your well and when you select it, it will automatically input the data for the well = WMIS number and serial number
2. White reporting box in the bottom left-hand of page
  - a. Place for WMIS number
  - b. Meter Serial #
  - c. Reading
  - d. Volume units – not needed
  - e. Multiplier – not needed
  - f. Notes
  - g. Photo
  - h. Date/Time
  - i. Location = Latitude & Longitude – not needed
3. Once you fill in information, click SUBMIT
4. Click on the refresh arrow at the top to add another record

Survey Link: [Aberdeen-American Falls Survey](#)

The Survey Link is a short-cut to the reporting box

- A. WMIS number
- B. Meter Serial #
- C. Reading
  - a. Volume units – not needed
  - b. Multiplier – not needed
  - c. Notes
  - d. Photo – you can take a picture and upload it to the box
  - e. Date/Time
  - f. Location = Latitude & Longitude – not needed
- D. Once you fill in information, click SUBMIT
- E. Click on the refresh arrow at the top to add another record

**CONTRACT FOR PARTICIPATION BY NON-MEMBER  
IN DISTRICT SOLELY FOR MITIGATION PURPOSES  
Idaho Code § 42-5259**

THIS CONTRACT is made pursuant to Idaho Code § 42-5259 between American Falls-Aberdeen Ground Water District, whose office is located at 505 N. Oregon Trail, Post Office Box 70, American Falls, Idaho 83211 (“District”) and the below-identified non-member of District (“Non-Member”).

**RECITALS**

WHEREAS,

A. District is an Idaho ground water district established, existing and operating pursuant to Title 42, Chapter 52, Idaho Code, with statutory authority to implement mitigation plans approved by the Idaho Department of Water Resources (hereafter “IDWR”) in connection with, and in response to, formal delivery calls by senior-priority water right holders who are determined by IDWR to be materially injured by ground water diversions by junior-priority water right holders located within District.

B. Non-Member is a ground water user according to Idaho Code § 42-5201(8) and holds ground water right no(s). 29-7972, which are potentially affected by delivery calls that have been made or may be made by senior-priority water right holders. Non-Member is not currently a member of District but desires to participate in District solely for mitigation purposes and to obtain all benefits of any mitigation plan, purpose, or activity District currently has in force or develops.

C. District has adopted and is implementing a mitigation plan (the “2024 Plan,” approved in IDWR Docket No. CM-MP-2024-003) to provide its members with protection from curtailment by IDWR through IDWR’s administration of the Surface Water Coalition delivery call (IDWR Docket No. CM-DC-2010-001).

D. Non-Member has submitted an annexation petition to District. However, there is insufficient historical pumping information associated with Non-Member’s water rights, and there is insufficient time for District to acquire said information and evaluate whether annexation of Non-Member would be in the best interests of District before the 2026 irrigation season commences.

E. Non-Member has no other feasible option to obtain protection from curtailment during the 2026 irrigation season, and District desires to assist Non-Member on an interim basis until Non-Member’s annexation petition can be properly evaluated.

**AGREEMENT**

THEREFORE, for and in consideration of the mutual covenants and promises set forth herein, the parties agree as follows:

1. District Findings. District finds that the 2024 Plan is likely to be effective in mitigating the effects of Non-Member's ground water use and that including Non-Member within the 2024 Plan's coverage, under the terms set forth below, will not impair the effectiveness of the 2024 Plan as to District members.

2. Term. This Contract shall be effective from April 1, 2026, until March 31, 2027, unless terminated earlier under Paragraphs 5 or 6.

a. This Contract does not preclude District from annexing Non-Member before March 31, 2027, and such annexation shall not terminate or otherwise alter the provisions of this Contract. This Contract does not require District to annex Non-Member at any time.

3. District Obligations. District shall perform as follows:

a. Upon execution of this Contract by all parties, District shall promptly notify IDWR of Non-Member's participation in the 2024 Plan and shall take any and all reasonable steps necessary to ensure Non-Member is protected from curtailment for the duration of this Contract.

4. Non-Member Obligations. Non-Member shall perform as follows:

a. By May 1, 2026, Non-Member, shall pay District a total sum of \$ 525.16, which is \$1,094.09 per cfs (District's 2026 assessment rate for mitigation-only members) multiplied by the .48 cfs that is authorized under water right no(s). 29-7972 .

b. Non-Member shall limit its pumping in accordance with the District's tiered system, which allocates water as follows:

<b>Water Right Priority Date</b>	<b>Pumping Allocation</b>
01/1927-07/1961	2.00 AF/acre
08/1961-02/1977	1.70 AF/acre
03/1977-06/2001	1.58 AF/acre

Accordingly, based on a priority date(s) of 05-05-1990 (1.58 AF) , and 19.70 authorized acres, Non-Member shall not pump more than 31.13 AF in 2026.

c. Non-Member shall measure and report its pumping to District on a monthly basis beginning June 1, 2026 until the end of the 2026 irrigation season.

5. Effect of Breach by District. Any failure by District to perform the obligations set forth in Paragraph 3 shall terminate this Contract and District shall reimburse Non-Member for the payment provided under Paragraph 4.a. without interest or penalty.

6. Effect of Breach by Non-Member. Any failure by Non-Member to perform the obligations set forth in Paragraphs 4 shall terminate the Contract immediately and District shall

immediately report said termination to IDWR. Moreover, any failure by Non-Member to perform the pumping reduction obligation set forth in Paragraph 4.b. may affect the terms associated with any future annexation of Non-Member into the District. Non-Member shall not be entitled to reimbursement of the payment provided under Paragraph 4.a.

7. Indemnification. To the fullest extent permitted by law, Non-Member shall indemnify and hold District harmless from any and all claims, demands, damages, or losses suffered by Non-Member or its agent resulting from any District action or inaction, including a breach of this Contract.

**NON-MEMBER**

**AMERICAN FALLS-ABERDEEN GWD**

Name: Jeff Hough

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

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

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

Date: April 16, 2026

Mailing Adress: 624 E. Center St., rm 101  
Pocatello, ID 83201

Email: commission@bannockcounty.gov

Phone: (208) 236-7210

**Water Right Report : 29-7329( Decreed/Active)****Water Right Owners**

Owner Type	Name	Address	City	State	Postal Code
Current Owner	BANNOCK COUNTY	624 E CENTER ST ROOM 101	POCATELLO	ID	83201

**Water Right Status**

Priority Date : 5/12/1976  
 Basis : Decreed  
 Status : Active

**Water Source**

Source	Source Qualifier	Tributary	Tributary Qualifier
GROUND WATER			

**Points Of Diversion (Location)**

Source	Township	Range	Section	Govt. Lot	QQQ	QQ	Q	County	Diversion Type
GROUND WATER	06S	34E	12	5				SW NW BANNOCK	

**Water Uses**

Beneficial Use	From	To	Diversion Rate	Volume
IRRIGATION	4/01	10/31	0.82 CFS	143.50 AFA
<b>TOTAL</b>			0.82 CFS	143.50 AFA

**Places of Use**[Printable View](#)[Paged View](#)**Place of Use Legal Description : IRRIGATION (BANNOCK county)**

Township	Range	Section	Lot	QQQ	QQ	Q	Acres
06S	34E	12	3		NE	NW	25.0
06S	34E	12	4		NW	NW	17.0
06S	34E	12	6		SE	NW	9.1
06S	34E	12	11		NE	SW	7.8
06S	34E	12	12		NW	SW	2.2

**Irrigation Totals**

Total Acres	Acres Limit
61.10	41.40

**Conditions****Code Conditions**

- X27 This right is limited to the irrigation of 41.4 acres within the authorized place of use in a single irrigation season.
- X35 Rights 29-7329 and 29-7972 when combined shall not exceed the irrigation of 61.1 acres.
- X35 Rights 29-7329, 29-7972 and 29-13466 when combined shall not exceed a total diversion rate of 1.85 cfs.
- 01M After specific notification by the Department, the right holder shall install a suitable measuring device or shall enter into an agreement with the Department to use power records to determine the amount of water diverted and shall annually report the information to the Department.
- R64 This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.0 afa per acre at the field headgate for irrigation of the place of use.
- T07 The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
- T08 Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
- T19 Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as determined by the Snake River Basin Adjudication court in the final unified decree entered 08/26/2014.

**Dates**

Licensed Date :  
Decreed Date : 3/22/2004  
Permit Proof Due Date : 6/1/1981  
Permit Proof Made Date : 1/1/1900  
Permit Approved Date : 6/22/1976  
Permit Moratorium Expiration Date :  
Enlargment Use Priority Date :  
Enlargement Statute Priority Date :  
Application Received Date:  
Protest Deadline Date:

**Other Information**

State or Federal : S  
Water District Number : 129  
Generic Max Rate Per Acre : 0.02  
Generic Max Volume Per Acre : 4  
Civil Case Number :  
Decree Plaintiff :  
Decree Defendant :  
Swan Falls Trust or Nontrust :  
Swan Falls Dismissed :  
DLE Act Number :  
Cary Act Number :  
Mitigation Plan: False

IDAHO DEPARTMENT OF WATER RESOURCES

4/10/2026

## Water Right Report : 29-7972( License/Active)

### Water Right Owners

Owner Type	Name	Address	City	State	Postal Code
Current Owner	BANNOCK COUNTY	624 E CENTER ST ROOM 101	POCATELLO	ID	83201

### Water Right Status

Priority Date : 5/5/1990  
 Basis : License  
 Status : Active

### Water Source

Source	Source Qualifier	Tributary	Tributary Qualifier
GROUND WATER			

### Points Of Diversion (Location)

Source	Township	Range	Section	Govt. Lot	QQQ	QQ	Q	County	Diversion Type
GROUND WATER	06S	34E	12	5				SW NW BANNOCK	

### Water Uses

Beneficial Use	From	To	Diversion Rate	Volume
IRRIGATION	4/01	10/31	0.39 CFS	78.80 AFA
RECREATION STORAGE	1/1	12/31		11.20 AFA
DIVERSION TO STORAGE	1/1	12/31	0.09 CFS	
<b>TOTAL</b>			<b>0.48 CFS</b>	<b>90.00 AFA</b>

### Places of Use

[Printable View](#) [Paged View](#)

#### Place of Use Legal Description : IRRIGATION (BANNOCK county)

Township	Range	Section	Lot	QQQ	QQ	Q	Acres
06S	34E	12	3		NE	NW	25.0
06S	34E	12	4		NW	NW	17.0
06S	34E	12	6		SE	NW	9.1
06S	34E	12	11		NE	SW	7.8
06S	34E	12	12		NW	SW	2.2

#### Place of Use Legal Description : RECREATION STORAGE (BANNOCK county)

Township	Range	Section	Lot	QQQ	QQ	Q	Acres
06S	34E	12	4		NW	NW	

#### Irrigation Totals

Total Acres	Acre Limit
61.10	19.70

### Conditions

#### Code Conditions

- X27 This right is limited to the irrigation of 19.7 acres within the authorized place of use in a single irrigation season.
- X35 Rights 29-7329 and 29-7972 when combined shall not exceed the irrigation of 61.1 acres.
- X35 Rights 29-7329, 29-7972 and 29-13466 when combined shall not exceed a total diversion rate of 1.85 cfs.
- 219 Right 29-7972 authorizes the diversion of an annual total of 11.2 acre-feet to be used for the replacement of losses caused by evaporation from the recreation pond.
- 220 The pond established by the storage of water under this right shall not exceed a total capacity of 14.2 acre-feet or a total surface area of 5.3 acres.

- 01M After specific notification by the Department, the right holder shall install a suitable measuring device or shall enter into an agreement with the Department to use power records to determine the amount of water diverted and shall annually report the information to the Department.
- R64 This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.0 afa per acre at the field headgate for irrigation of the place of use.
- T07 The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
- T08 Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.

**Dates**

Licensed Date : 1/31/1997  
 Decreed Date :  
 Permit Proof Due Date : 8/1/1991  
 Permit Proof Made Date : 7/30/1991  
 Permit Approved Date : 7/23/1990  
 Permit Moratorium Expiration Date :  
 Enlargement Use Priority Date :  
 Enlargement Statute Priority Date :  
 Application Received Date: 5/5/1990  
 Protest Deadline Date:

**Other Information**

State or Federal :  
 Water District Number : 129  
 Generic Max Rate Per Acre : 0.02  
 Generic Max Volume Per Acre : 4  
 Civil Case Number :  
 Decree Plaintiff :  
 Decree Defendant :  
 Swan Falls Trust or Nontrust :  
 Swan Falls Dismissed :  
 DLE Act Number :  
 Cary Act Number :  
 Mitigation Plan: False

IDAHO DEPARTMENT OF WATER RESOURCES

4/10/2026

## Water Right Report : 29-13466( License/Active)

### Water Right Owners

Owner Type	Name	Address	City	State	Postal Code
Current Owner	COUNTY OF BANNOCK	FAIRGROUNDS 624 E CENTER ST STE 101	POCATELLO	ID	83201-6274

### Water Right Status

Priority Date : 1/14/2003  
 Basis : License  
 Status : Active

### Water Source

Source	Source Qualifier	Tributary	Tributary Qualifier
GROUND WATER			

### Points Of Diversion (Location)

Source	Township	Range	Section	Govt. Lot	QQQ	QQ	Q	County	Diversion Type
GROUND WATER	06S	34E	12	5				SW NW BANNOCK	

### Water Uses

Beneficial Use	From	To	Diversion Rate	Volume
COMMERCIAL	01/01	12/31	1.78 CFS	20.00 AFA
<b>TOTAL</b>			1.78 CFS	20.00 AFA

### Places of Use

[Printable View](#) [Paged View](#)

### Place of Use Legal Description : COMMERCIAL (BANNOCK county)

Township	Range	Section	Lot	QQQ	QQ	Q	Acres
06S	34E	12	5			SW NW	
06S	34E	12	6			SE NW	
06S	34E	12	11			NE SW	
06S	34E	12	12			NW SW	

### Conditions

#### Code Conditions

- X35 Rights 29-7329, 29-7972 and 29-13466 when combined shall not exceed a total diversion rate of 1.85 cfs.
- 01M After specific notification by the Department, the right holder shall install a suitable measuring device or shall enter into an agreement with the Department to determine the amount of water diverted from power records and shall annually report the information to the Department.  
 The Commercial use is for dust control at the Bannock County Fairgrounds for arenas, track, and excavation projects.

### Dates

Licensed Date : 8/28/2012  
 Decreed Date :  
 Permit Proof Due Date : 6/1/2003  
 Permit Proof Made Date : 6/30/2003  
 Permit Approved Date : 1/31/2003  
 Permit Moratorium Expiration Date :  
 Enlargement Use Priority Date :  
 Enlargement Statute Priority Date :  
 Application Received Date: 12/17/2002  
 Protest Deadline Date: 1/21/2003

### Other Information

State or Federal :  
 Water District Number : 129  
 Generic Max Rate Per Acre : 0  
 Generic Max Volume Per Acre : 0  
 Civil Case Number :  
 Decree Plaintiff :  
 Decree Defendant :  
 Swan Falls Trust or Nontrust :  
 Swan Falls Dismissed :  
 DLE Act Number :  
 Cary Act Number :

IDAHO DEPARTMENT OF WATER RESOURCES

4/10/2026

In The Matter Of Annexation ) Petition For Annexation  
Into The American Falls - Aberdeen )  
Ground Water District )

State of Idaho )  
) ss.

County of Power )

I Jeff Hough , Bannock County - Commissioner  
(print name) (corporation name and position held, if applicable)

the Petitioner, ATTEST AS FOLLOWS:

I have ground water rights which are not currently part of the American Falls Aberdeen Ground Water District ("AAGWD"). These water rights are identified by the following water right numbers and legal description:

(Water Right number)	(Legal Description)	(Acres)	(County)
29-7329	See attached	41.4	Bannock
29-7972	" "	19.7	Bannock
29-13466	" "	See attached	Bannock

I request that the land and/or facilities whose legal description is contained in these water rights be annexed into AFAGWD -for the purpose marked below. I, individually or as a corporate officer, have title to said lands. I agree to pay the current year's assessment plus past assessments for two prior years at signing.

(Check one of the following, as applicable:)

- 1) I am an irrigator .
- 2) I am a nonirrigator \_\_\_\_\_. (A nonirrigator is a ground water user holding a ground water right for commercial, municipal, or industrial purposes, even if some component of the use is for irrigation or if irrigation is incidental to the commercial, municipal or industrial purpose).

(Check one, as applicable:) I elect to join AACJWD

- a) as a full member  ;
- b) solely for the purpose of participating in mitigation activities of the AFAGWD \_\_\_\_\_.

SIGNATURE OF PETITIONER: \_\_\_\_\_

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, of 2026.

\_\_\_\_\_  
Notary Public in and for the State of Idaho Residing  
at: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

## BANNOCK COUNTY COMMISSIONERS

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



ERNE MOSER  
 Commissioner  
 1st District

JEFF HOUGH  
 Commissioner  
 2nd District

KEN BULLOCK  
 Commissioner  
 3rd District

## Business Meeting Agenda Request Form

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

Requestor Name:

Matt Olsen

Department:

Bannock County Juvenile Justice

Requestor Email:

matto@bannockcounty.gov

Item(s) to be considered:

This is the 3rd version of the contract that is scheduled for the agenda on April 21s. Talitrix was able to update the financial terms of the contract, which are now correct.

Date of meeting being requested:

04/21/2026

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:

This Participant Electronic Monitoring Products and Services (“**Agreement**”), is entered into as of April 21, 2026 (“**Effective Date**”) by and between Talitrix LLC, a Delaware limited liability company, (“**Talitrix**”, “**Contractor**”, “**We**”, “**Us**”, “**Our**”) with offices at 3460 Preston Ridge Road, Suite 125, Alpharetta, GA 30005 and the **Bannock County Juvenile Justice**, (“**Customer**”, “**Subscriber**”, “**Agency**”, “**You**”, “**Your**”), with offices at 137 S 5th Ave, Pocatello, ID 83201.

The Parties agree as follows:

## **TERM**

The term of this Agreement begins on April 26, 2026 and will expire on September 30, 2026, unless otherwise terminated in accordance with the termination clauses in this Agreement.

The Contractor will deliver the item(s) and service(s) as described in **Attachment A – Service Order No. 1**, of this Agreement.

## **1. DEFINITIONS**

1.1 “**Affiliate**” means any department or subdivision of the Customer where the department or subdivision or subject to the identical or nearly identical laws and regulations.

1.2 “**Agreement**” means this Participant Electronic Monitoring Products and Services Agreement.

1.3 “**Authorized User**” means your employee, your Affiliate’s employee, or a Permitted Third Party’s employee for whom you create a unique user name and password under your account.

1.4 “**Client Software**” means software components to be utilized via a web browser on your, your Affiliates’, or your Authorized Users’ computer systems or devices.

1.5 “**Device**” means the bi-modal positioning tracking bands or mobile devices, base stations, beacons, connectivity transmitters (e.g., radio frequency, Wi-Fi, GPS, and Cellular etc.), positioning sensors, routers/switches, or other hardware, and associated firmware and Updates on any of them, that, in each foregoing case, works with the Services and is shipped to you by us or on our behalf. Shipments will be undertaken based on the written instructions of the Customer.

1.6 “**Documentation**” means our user documentation, in all forms, relating to the Service (e.g., user manuals, on-line help files, etc.).

1.7 “**Participant(s)**” means the individual(s) that jurisdiction or Talitrix places a Device on the purpose of GPS, Wi-Fi, Cellular or BLE tracking.

1.8 “**Permitted Third Party**” means an entity under contract with you or your Affiliates who needs to access the Service to perform its obligations.

1.9 “**Professional Services**” means the professional services specified in a Service Order, potentially including but not limited to implementation services, consulting, and training services.

1.10 “**Service**” means the service identified in this Agreement, as we may modify the Service from time to time as agreed upon between the parties, including any associated Client Software or Devices provided by us to you; provided, however, we will not make any modification to the Service during the term of a Service Order that materially reduces the functionality thereof.

1.11 “**Service Order**” means an ordering document or statement of work entered into between you and us specifying the services to be provided thereunder, including any addenda and supplements thereto. By entering into a Service Order under this Agreement, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party to the Agreement. The Service Order will control for any conflicts arising between the Agreement and Service Order.

1.12 “**Subscriber Data**” means any data uploaded into the Service by you or an Authorized User, data collected by a Device, or data otherwise provided by you or your Authorized Users for processing by the Service in accordance with this Agreement.

1.13 “**Subscription Fees**” means the fees for the Service specified in the Service Order.

1.14 “**Technical Support Services**” means our then-current technical support services offering for the Services and Devices, each as described in this Agreement or applicable Service Order.

1.15 “**Updates**” means maintenance releases, error corrections, additions, changes, modifications, extensions, new versions or new release of software or firmware, excluding new products, services, features or functionalities we elect to sell or license separately.

## **2. USE OF THE SERVICE**

2.1 **Use of the Service.** Subject to the terms and conditions of this Agreement, we grant to you and your Affiliates a limited, worldwide, non-exclusive, non-transferable (except as explicitly permitted in this Agreement) right during the applicable Subscription Term to use the Service solely in connection with the Device(s) and your internal business operations. Your and your Affiliates’ rights to use the Service are subject to any limitations on use of the Service based on the version of the Service you purchase or license (e.g.,

applicable usage limits) and if and as set forth in this Agreement (collectively, the “Scope Limitations”) and your rights to use the Service are contingent upon your compliance with the Scope Limitations and this Agreement. As part of the Service, we may provide you and your Affiliates with Client Software, which you and your Affiliates may utilize on your computer system or other devices and use solely to upload Subscriber Data into the Service. You are solely responsible for your conduct (including by and between all users), the content of Subscriber Data, and all communications with others while using the Service.

2.2 Use of the Documentation. Subject to the terms and conditions of this Agreement, we grant to you and your Affiliates a limited, worldwide, non-exclusive, non-transferable (except as explicitly permitted in in this Agreement) right during the term of this Agreement to reproduce, without modification, and internally use an unlimited number of electronic Documentation solely in connection with use of the Service in accordance with this Agreement.

2.3 Use Restrictions. Except as otherwise explicitly provided in this Agreement or as may be expressly permitted by applicable law, you will not, and will not permit or authorize your Affiliates or third parties to: (a) rent, lease, or, except as explicitly set forth in this Agreement, otherwise permit third parties to use the Service or Documentation; (b) use the Service to provide services to third parties as a service bureau or in any way that violates applicable law; (c) circumvent or disable any security or other technological features or measures of the Service, or attempt to probe, scan or test the vulnerability of a network or system, or to breach security or authentication measures; (d) upload or provide for processing any information or material that is illegal, defamatory, offensive, abusive, obscene, or that violates privacy or intellectual property rights of any third party; (e) use the Service to harm, threaten, or harass another person or organization; or (f) send, store, or distribute any viruses, worms, Trojan horses, or other disabling code or malware component harmful to a network or system. You will not copy, reproduce, modify, translate, enhance, decompile, disassemble, reverse engineer, or create derivative works of any Client Software or provide, disclose, or make any Client Software available to any third party. You will neither alter nor remove any trademark, copyright notice, or other proprietary rights notice that may appear in any part of the Documentation or any Client Software and will include all such notices on any copies. You will ensure that your Affiliates and Permitted Third Parties comply with this Agreement. You will be directly and fully responsible to us for their conduct and any breach of this Agreement by them. We reserve the right to deactivate, change, or require you to change your user ID and any custom or vanity URLs, custom links, or vanity domains you may obtain through the Service for any reason or for no reason. We may exercise such right at any time, with or without prior notice.

2.4 Reasonable Use. Our ability to provide the Services is conditioned on your Reasonable Use of the Services and Devices. “Reasonable Use” means: (a) with respect to the Service, use of the Service (i) at a level not to substantially exceed the average usage of all customers of the Service as determined on an hourly, daily or monthly basis and (ii) that in Talitrix, LLC reasonable discretion does not degrade the Service or impact our other customer’s ability to access and utilize the Service; and (b) with respect to Devices, misapplication, misuse, modification, unauthorized installation, improper use with other software, damage, or negligence. Neither the Service nor the Devices are not intended to be, and shall not be, used with equipment, systems, or non-Talitrix, LLC approved applications that drive continuous heavy traffic or data sessions. We reserve the right to throttle down or otherwise limit the transfer of data by any Device if usage by a Device restricts, inhibits, disrupts, degrades or impedes our ability to deliver and monitor the Service, backbone, network nodes, and/or other network services provided, however, we shall notify you in advance of such action and the parties shall work together in good faith to resolve the issue prior to Talitrix, LLC taking any such action. Notwithstanding the foregoing, we reserve the right to take unilateral action and immediately throttle down or otherwise take any and all actions, including termination or suspension of the offending Device, limiting throughput or amount of data transferred by you, or requiring you to pay additional fees, if Talitrix reasonably believes interference or material impairment to Talitrix’s network is imminent and immediate action is necessary, until such issue is resolved.

2.5 Authorized Users Only. This Agreement restricts the use of the Service to Authorized Users, up to the number of users specified in this Agreement and potentially applied to the applicable Participants. An Authorized User account must not be shared among users. Additional Authorized Users may be added by paying the applicable fees to us at our then-current rate. The Authorized Users who are employees of Permitted Third Parties may access and use the Service solely to perform the Permitted Third Party’s contractual obligations to you subject to the use limitations set forth in this Agreement. As part of the registration process, you may be asked to identify your company and other Authorized Users who should be associated with your account. You will not misrepresent the identity or nature of the company or Authorized Users who should be associated with your account. We may reassign the domain name associated with your account and change the way you access the Service at any time in our sole discretion. If Talitrix takes such action, it will notify the Customer no less than three (3) business days prior to the change. You are responsible for maintaining the confidentiality of your login, password, and account and for all activities that occur under your login and account, including the activities of Authorized Users. Talitrix understands that Customer will have up to the active users defined in the Service Order at any given time, which is permissible under this agreement.

2.6 Protection against Unauthorized Use. You will ensure that your Permitted Third Parties use reasonable efforts to prevent any unauthorized use of the Service. You will notify us in writing of any unauthorized use that comes to your attention. If there is unauthorized use by anyone who obtained access to the Service directly through You or a Permitted Third Party, You will take all steps reasonably necessary to terminate the unauthorized use. You will cooperate and assist with any actions taken by us to prevent or terminate unauthorized use of the Service.

2.7 Beta Versions. From time to time, we may make available for you to try, at your sole discretion, certain functionality related to the Service, which is clearly designated as beta, pilot, limited release, non-production, or by a similar description (each, a “Beta Version”). Beta Versions are intended for evaluation purposes and not for production use, are not supported, and may be subject to additional terms.

We may discontinue Beta Versions at any time in our sole discretion and may never make them generally available. We have no liability for any harm or damage arising out of or in connection with a Beta Version.

2.8 Reservation of Rights. We retain all right, title, and interest in and to the Service, Client Software and Documentation and all related intellectual property rights, including without limitation any modifications, derivatives, updates, customizations, cards, apps, or other add-ons. Your rights to use the Service, Documentation, and Client Software are limited to those expressly set forth in this Agreement. We reserve all other rights in and to the Service, Client Software, and Documentation.

2.9 Service Availability. We perform and maintain regular database backups according to the retention policy appropriate for the particular system. We incorporate database and system maintenance operations and processes designed to address data consistency, indexing, and integrity requirements that also help improve query performance. We have implemented and will maintain commercially reasonable measures intended to avoid unplanned Service interruptions. We will use commercially reasonable efforts to notify you in advance of planned Service interruptions. In the event of an unplanned Service interruption, you may contact us for Technical Support Services, as described in this Agreement. The Service depends on the availability of the Subscriber Data from you and third-party data providers. You are responsible for making the Subscriber Data available that is necessary for us to provide the Service.

### 3. SERVICES AND TECHNICAL SUPPORT SERVICES

3.1 Services. You may contract with us to perform Services. The specific details of the Services to be performed will be determined on a per-project basis, and the details for each project will be described on the Service Order. Unless otherwise specified in the applicable Service Order, any unused portion of the Services and training will expire and may not be carried over after 12 months from the Service Order's effective date.

3.2 Changes to Services. You may reasonably request in writing that revisions be made with respect to the Services set forth in a Service Order. If your requested revisions materially increase the scope of the Services or the effort required to perform the Services under the Service Order, then we will deliver to you a written proposal reflecting our reasonable determination of the revised Services, delivery schedule, and payment schedule, if any, that applies to the requested revisions. If you approve the proposal, then the parties will execute an amendment to the Service Order. Otherwise, the then-existing Service Order will remain in full force and effect, and we will have no obligation with respect to the relevant change requests.

3.3 Technical Support Services. During an Order Term, as set forth in this Agreement or applicable Service Order, we will provide you with the applicable Technical Support Services for the version of the Service to which you are subscribed so long as you are current in payment of the Subscription Fees (if applicable). You are responsible for providing support to Permitted Third Parties. Client support, including devices, account lock-outs, and on-boarding/off-boarding can be reached via email at [cx@talitrix.com](mailto:cx@talitrix.com) or via phone at (678) 250-0198. Participants needing assistance can reach us via email at [casemanagement@talitrix.com](mailto:casemanagement@talitrix.com) or by phone at (678) 799-7677.

3.4 Your Responsibilities. You will provide assistance, cooperation, information, equipment, data, a suitable work environment, and resources reasonably necessary to enable us to perform the Technical Support Services. You acknowledge that our ability to provide Technical Support Services may be affected if you do not meet your responsibilities as set forth above.

3.5 Feedback and Other Content. The Service may permit the submission of, or you, your Affiliates, and Permitted Third Parties may otherwise provide, feedback, technical support information, suggestions, enhancement requests, recommendations, and messages relating to the use, feature, functions or operation of the Service. You grant to us a royalty-free, fully paid, non-exclusive, perpetual, irrevocable, worldwide, transferable license to display, use, copy, modify, publish, perform, translate, create derivative works from, sublicense, distribute, and otherwise exploit such content without restriction.

### 4. DEVICES

4.1 Use. During the Order Term, subject to commercial availability and your timely payment as detailed in section 6.1 of this Agreement and full compliance with the terms of the Agreement, we will deliver to you Devices pursuant to this Agreement or applicable Service Order that can be used with Services in accordance with the Documentation.

4.2 Shipment; Risk of Loss. Shipping to be F.O.B. Destination, where the Destination is in compliance with your direction. Shipments will be made during Agency normal work hours via the US Postal Service and/or UPS.

4.3 Additional Orders. We will provide to you the Devices pursuant to this Agreement or applicable Service Order. You may order additional Devices by providing us with a written request or purchase order, so long as such Device is commercially available. All additional purchase orders must be in writing and accepted by us. Once accepted by us, additional purchase orders will become part of and are incorporated into and are subject to the terms and conditions set forth in the Agreement.

4.4 Wireless Carrier and Mobile Device Charges. You are responsible for paying for: (a) any additional data charges imposed by a wireless carrier for over the air Updates or related to use of the Services that is not consistent with Reasonable Use; and (b) compatible mobile devices and support for such mobile devices (and such costs and services are not included in the fees or in this Agreement).

4.5 Updates. We will, when reasonably practical, cause Updates to automatically install over the air to the Device firmware.

4.6 Recalls. We may elect from time to time to institute Device recalls, in our sole discretion. You shall fully cooperate with us in facilitating any Device recall, including, without limitation, by granting Talitrix sufficient access to your facilities to permit us to uninstall and remove any recalled Devices and providing us with requested information regarding who used a recalled Device.

## 5. FEES AND PAYMENT

5.1 Fees and Payment Terms. The Customer shall pay Talitrix in accordance with this prices set forth in the Service Order. The Contractor may invoice the Customer monthly at the billing address designated by the Customer. Payments will be made by the Customer within approximately 30 days after receipt of a properly executed invoice, and approval by the Customer. Invoices shall include the contract and order number, using department and product/services purchased. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided.

5.2 Taxes. The Contractor agrees that all applicable taxes are included in the pricing set forth in this Agreement.

5.3 Prohibition Against Advance Payments. No compensation or payment of any nature shall be made in advance of Services actually performed, unless allowed by law or otherwise stated herein.

5.4 Future Functionality. Your purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by us regarding future functionality or features.

## 6. TERM AND TERMINATION

6.1 Termination. The Customer has the right to terminate this Agreement immediately for any of the following reasons: (a) material misrepresentation by the Contractor; (b) the Contractor's fraud, collusion, conspiracy or other unlawful means of obtaining any Agreement with the Customer; (c) conflict of Agreement provisions with constitutional or statutory provisions of State or Federal Law.

6.2 Termination for Cause. The Customer may terminate this Agreement for cause based upon the failure of the Contractor to comply with the terms and/or conditions of this Agreement provided that the Customer shall give the Contractor written notice specifying the Contractor's failure. If within 30 days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in 30 days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction ("Cure Period"), then the Customer may, at its option, place the Contractor in default and this Agreement shall terminate on the date specified in such notice.

6.3 The Contractor may exercise any rights available to it under Delaware or the law of the jurisdiction of the Customer's headquarters or capital to terminate for cause upon the failure of the Customer to comply with the terms and conditions of this Agreement, provided that the Contractor shall give the Customer written notice specifying the Customer's failure and a reasonable opportunity for the Customer to cure the defect.

6.4 Termination for Non-Appropriation of Funds. The continuation of this Agreement is contingent upon the appropriation of funds by the legislature or equivalent, relevant body to fulfill the requirements of this Agreement. If the legislature or equivalent, relevant body fails to appropriate sufficient monies to provide for the continuation of this Agreement, or if such appropriation is reduced by the veto of the Governor or equivalent execution branch function or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of this Agreement, this Agreement shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated.

## 7. CONFIDENTIAL INFORMATION

7.1 Definition. "Confidential Information" means non-public business information, know-how, and trade secrets in any form, including information regarding our product plans, Beta Versions, terms of this Agreement, and any other information a reasonable person should understand to be confidential, which is disclosed by or on behalf of either party or its Affiliates to the other party or its Affiliates, directly or indirectly, in writing, orally, or by inspection of tangible objects, and whether such information is disclosed before or after the Effective Date specified in this Agreement. "Confidential Information" excludes information that (a) is publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party through no action or inaction of the receiving party; (b) is already in the possession of the receiving party at the time of disclosure by the disclosing party, as shown by the receiving party's files and records; (c) is obtained by the receiving party from a third party without a breach of the third party's obligations of confidentiality; or (d) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information, as shown by documents and other competent evidence in the receiving party's possession.

7.2 Maintenance of Confidentiality. The party receiving Confidential Information hereunder agrees to take reasonable steps, at least substantially equivalent to the steps it takes to protect its own proprietary information, but not less than reasonable care, to prevent the unauthorized duplication or disclosure of the Confidential Information to third parties without the disclosing party's prior written consent. The receiving party may disclose the disclosing party's Confidential Information to the receiving party's employees or agents who reasonably need to have access to such information to perform the receiving party's obligations under this Agreement, and who will treat such Confidential Information under the terms of this Agreement. Provided that such Permitted Third Party is bound by obligations of confidentiality and nonuse no less restrictive than the terms of this Agreement, you may disclose our Confidential Information to a Permitted Third Party solely to the extent required for such Permitted Third Party to be able to access and use the Service pursuant to this Agreement. Also, we may disclose this Agreement to actual and potential investors and funding sources and their representatives, in each case who agree to hold it in confidence. The receiving party may disclose the disclosing party's Confidential Information if required by law so long as the receiving party gives the disclosing party written notice of the requirement prior to the disclosure (where permitted) and reasonable assistance, at the disclosing party's expense, in limiting disclosure or obtaining an order protecting the information from public disclosure.

7.3 Return of Materials and Effect of Termination. Upon written request of the disclosing party, or in any event upon any termination or expiration of this Agreement, the receiving party will return to the disclosing party or destroy all materials, in any medium, to the extent

containing or reflecting any of the disclosing party's Confidential Information. The obligations in this Section 7 survive for three years following expiration or termination of this Agreement, except that Confidential Information that constitutes a trade secret of the disclosing party will continue to be subject to the terms of this Section 7 for as long as such information remains a trade secret under applicable law.

## 8. DATA SECURITY

8.1 Data Security. We implement and maintain physical, electronic, and managerial procedures intended to protect against the loss, misuse, unauthorized access, alteration, or disclosure of Subscriber Data. These measures include encryption of Subscriber Data during transmission to the Service, and encryption of backups of Subscriber Data and authentication credentials at rest. We will notify you of any unauthorized access to, or use of, Subscriber Data that comes to our attention. If any unauthorized disclosure of Subscriber Data resulting from your use of the Service comes to our attention, we will work with you to investigate the cause of such unauthorized disclosure, and will work together in good faith to take the steps reasonably necessary to prevent any future reoccurrence and to comply with applicable data breach notification laws.

8.2 Data Transmission. You acknowledge that use of the Service involves transmission of Subscriber Data and other communications over the Internet and other networks, and that such transmissions could potentially be accessed by unauthorized parties. You must protect your Authorized User login names and passwords from access or use by unauthorized parties, and are solely responsible for any failure to do so. You must promptly notify us of any suspected security breach at Compliance@Talitrix.com.

8.3 Subscriber Data. Subscriber Data is your property. You grant us a non-exclusive, worldwide, royalty-free license to use, copy, transmit, sub-license, index, store, aggregate, and display Subscriber Data as required to provide or perform the Service, Technical Support Services, account management services, and Services, and to publish, display, and distribute de-identified, aggregated information derived from Subscriber Data and from your use of the Service for purposes of improving our products and services, and developing, displaying, and distributing benchmarks and similar reports, provided that any such data is not publicly identified or identifiable as originating with or associated with you or any individual person.

## 9. WARRANTIES AND DISCLAIMER

9.1 Mutual Warranties. Each party represents and warrants to the other that: (a) this Agreement constitutes a valid and binding agreement enforceable against such party in accordance with its terms; and (b) no authorization or approval from any third party is required in connection with such party's execution and delivery of this Agreement or applicable Service Order, or performance of this Agreement.

9.2 Our Warranty. We warrant that the Service as delivered to you will materially conform to the specifications set forth in this Agreement or applicable Service Order, during the term of this Agreement. You must notify us of a claim under this warranty within 30 days of the date on which the condition giving rise to the claim first appears. To the extent permitted by law, your sole and exclusive remedy arising out of or in connection with a breach of warranty is limited to correction of the non-conforming Service as applicable, or if correction or re-performance is not commercially reasonable, termination of this Agreement and a refund of any prepaid unused fees for the applicable Service .

9.3 Device Warranty. During the Order Term, we warrant that our Technical Support Services will allow the Devices to operate as substantially described in the applicable Documentation ("Good Working Order") provided that the Device has been Updated (if applicable, in accordance with the Contractor's standard Over-the-Air ("OTA") process) and has not been subject to misapplication, misuse, modification, unauthorized installation, improper use with other software, damage, or negligence. Repair or replacement, where Talitrix is responsible for all shipping and risk of loss, is your sole and exclusive remedy for this warranty. Removal and return of the Device that is not in Good Working Order will be at your expense and risk of loss. The failed Device must be received by us within 30 days of issuance of a return materials authorization ("RMA") number or you may be invoiced the Lost Device Fee. Following issuance of the RMA number, we will advance replace the failed Device by shipping to you, at our expense, a replacement Device, which may be refurbished. We do not warrant or support any third party owned products provided to you under a Service Order (you must contact and pay that third party owner directly for any available support).

9.4 No Surreptitious Code Warranty. The Contractor warrants that the Contractor will make all commercially reasonable efforts not to include any Unauthorized Code in any software provided hereunder. "Unauthorized Code" means any virus, Trojan horse, worm or other software routine or component designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data, or to perform any other such actions. Excluded from this prohibition are identified and Agency-authorized features designed for purposes of maintenance or technical support.

9.5 Sensitive Personal Information. Unless we specifically agree otherwise in writing, you represent and warrant that neither you nor any Authorized User will upload into the Service, or otherwise provide for processing by the Service, any Sensitive Personal Information. "Sensitive Personal Information" means Sensitive Personal Information and any similar term (e.g., "Sensitive Personal Data," "Protected Health Information," etc.) as defined under relevant privacy or data protection laws, including, without limitation, the Gramm-Leach-Bliley Act, Health Insurance Portability and Accountability Act of 1996, US Children's Online Privacy Protection Act, and Family Educational Rights and Privacy Act. Without limitation, "Sensitive Personal Information" includes: personal financial and financial account information, sexual orientation, personal medical or health information, personal information of children under 13, personal education records, and social security, national identity, national insurance, and similar personal identifiers. You further represent and warrant that you and any Authorized User will comply with all applicable laws, regulations, self-regulatory guidelines, and your privacy policy with respect to the collection, transfer, and use of any personally identifiable information in connection with the Service, including proper disclosure and receipt of all required consents from each individual to transfer such personally identifiable information to us.

9.6 Disclaimer. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES STATED IN THIS SECTION, NEITHER PARTY MAKES ANY ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. WE EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT.

## 10. GENERAL

10.1 U.S. Government Use. If the Service is licensed under a United States government contract, you acknowledge that the Service is a "commercial item" as defined in 48 CFR 2.101, consisting of "commercial computer software" and "commercial computer software documentation," as such terms are defined in FAR Section 2.101 and Section 252.227-7014 of the Defense Federal Acquisition Regulation Supplement (48 CFR 252.227-7014) and used in 48 CFR 12.212 or 48 CFR 227.7202-1, as applicable. You also acknowledge that the Service is "commercial computer software" as defined in 48 CFR 252.227-7014(a)(1). United States government agencies and entities and others acquiring under a United States government contract will have only those rights, and will be subject to all restrictions, set forth in this Agreement.

10.2 Anti-Corruption. You have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of our employees or agents in connection with this Agreement.

10.3 Relationship. We will be and act as an independent contractor (and not as the agent or representative of you) in the performance of this Agreement.

10.4 Publicity. We may only use your name, trademarks, and service marks to the extent necessary to fulfill our obligations under this Agreement or as otherwise explicitly authorized in this Agreement. We may only reference Subscriber's name in our marketing and publicity materials with Subscriber's express written consent.

10.5 Assignment and Delegation. Other than a sale of all or substantially all of Talitrix's assets or stock, the Contractor shall not assign any interest in this Agreement by assignment, transfer, or novation, without prior written consent of the Customer. This provision shall not be construed to prohibit the Contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the Customer.

10.6 Notices. Any notice required or permitted to be given in accordance with this Agreement will be effective if it is in writing and sent by certified or registered mail, or overnight courier, return receipt requested, to the appropriate party at the address set forth in the Service Order and with the appropriate postage affixed. Either party may change its address for receipt of notice by notice to the other party in accordance with this Subsection. Notices are deemed given two business days following the date of mailing or one business day following delivery to a courier.

### 10.7 Reserved.

10.8 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of Delaware or the law of the jurisdiction of the Customer's headquarters or capital. Venue of any action brought with regard to this Agreement shall be in Forsyth County, Georgia or the venue closest to the Customer's headquarters or capital.

10.9 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement, including, without limitation, your Affiliates, Permitted Third Parties, or Authorized Users.

10.10 Waiver. Waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Agreement shall be held to be waived, modified or deleted except by the written consent of both parties.

10.11 Severability. If any term or condition of this Agreement, or the application thereof, is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application; to this end the terms and conditions of this Agreement are declared severable.

10.12 Headings. Headings are used in this Agreement for reference only and will not be considered when interpreting this Agreement.

10.13 Modifications. No amendment or modification of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.

10.14 Entire Agreement. This is the complete Agreement between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this Agreement. This Agreement is entered into with neither party relying on any statement or representation made by the other party not embodied in this Agreement and there are no other agreements or understanding changing or modifying the terms. This Agreement shall become effective upon final statutory approval.

WITH INTENT TO BE BOUND, Talitrix LLC and Customer, by signature of their authorized representatives, have executed this Agreement as of the Effective Date.

**Bannock County ~~Juvenile Justice~~**

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

Name: Jeff Hough

Title: Commissioner, Chairman

Date: April 21, 2026

Accepted and agreed to by:

**Talitrix LLC**

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

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

Title: \_\_\_\_\_

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

**OTW - Outside the Walls****ATTACHMENT A  
SERVICE ORDER NO. 1**

This Service Order No. 1 (“**Service Order**”) made a part of and appended to that certain Participant Electronic Monitoring Products and Services Agreement between Talitrix, LLC and the **Bannock County Juvenile Justice**. Capitalized terms used but not otherwise defined in this Service Order are as defined in the Agreement.

1. **Scope of Tracking Services.** Talitrix will provide the Customer an Offender Tracking Solution. The solution will be comprised of a Software-Based Database and Tracking/Reporting System, and Bi-modal wrist GPS Tracking Devices to be worn by participating offenders, mobile phone applications and compliance scoring system (“**Solution**”).
2. **Software.** The Solution will include the following Software modules:
  - a. Foundation – web-based platform that will provide profile information, flight tracker view, Customer scope and permissions and notifications of violations.
  - b. Standard and Custom Reporting – “out-of-the-box” reports accessed by users based on their scope and permission. Custom reporting where the user can correlate and report on specific datasets and put into a preferred format (e.g., bar, pie, etc.).
  - c. Analytics – lagging and predictive analytics reporting utilizing jurisdictional and non-personalized datasets.
  - d. Training - Talitrix will provide client training at no additional cost. Training will include initial on-boarding for Customer and ongoing training for new staff members. Training will be accomplished through the combination of in-person and online sessions.
3. **Hardware.** The following Hardware will be provided by Talitrix as part of the System:
  - a. Bi-Modal wrist Devices for deployment on Participants having the following characteristics/functionality:
    - i. Tamper-proof Devices, with removal detections, including proximity and heart rate, which may only be removed by authorized supervisors or Talitrix personnel in possession of specialized removal tools.
    - ii. GPS Location Points with Customer configurable one-to-two-minute ping ratio(s).
    - iii. Mobile chargers for Devices.
    - iv. Band Lock removal tools and replaceable straps.
  - b. Talitrix Phone App (“Guardian App”) for deployment on Participants having the following characteristics/functionality:
    - i. GPS Location Points with Customer configurable one-to-two-minute ping ratio(s).
    - ii. Chat function from Participant to Customer’s supervisor.
    - iii. Calendar notifications.
    - iv. Exclusion and Inclusion Zone and curfew violations.
    - v. Photo check-in via scheduled, ad hoc or proprietary randomized timing.
    - vi. Wi-Fi connection utility to connect the Wearable to the Participant's Wi-Fi connection at home or workplace.
  - c. Talitrix Victim App (“Victim App” or “Shield App”) for deployment on individual’s phone (iOS or Android) who opt-in to Talitrix’s terms and conditions having the following characteristics/functionality:
    - i. Geo-fencing capability following bond conditions.
    - ii. Floating buffer zone (this allows Talitrix and supervisors to know if the Participant goes within the prohibited distance to the victim with the Talitrix T-Band).
    - iii. SOS 911 functionality.

4. Fees, Payments and Device Charges<sup>1</sup>

Licensed Products or Services	Included Products or Services			Corresponding Annual or Daily Fee
Solution and Device Subscription Fee (inclusive of all software, mobile apps, hosting, updates, maintenance and support)	X			\$3,357.50 fee for 5 Participants <sup>2</sup> through September 30, 2026 <i>(790 monitoring days)</i>
T-Band Device (Agency Pay).	<input type="checkbox"/>			\$5.00 per day per Participant
Phoenix Band (Agency Pay).	<input type="checkbox"/>			\$5.00 per day per Participant
Talitrix Guardian App.	<input type="checkbox"/>			\$5.00 per day per Participant
Talitrix Shield App (Victim).	<input type="checkbox"/>			No cost to victim or jurisdiction
Contact Center Support Level <sup>3</sup>	Basic <input type="checkbox"/>	Plus <input type="checkbox"/>	Pro X	\$671.50 <i>20% of the Annual Fee for Pro</i>

**Lost/Damaged/Stolen/Replacements**

Talitrix shall waive five percent (5%) of Loss, Destroyed or Stolen equipment ("LDS") based on total active Participants after 90 days. For example, if after 90 days the total active Participants is 100 users – Talitrix shall provide 5 total replacements at no cost to the Customer. Talitrix shall invoice Customer for any LDS above the five percent (5%) threshold Failure to replace damaged or missing Devices may result in a loss of tracking of the Participant and a violation of their bond conditions.

**Lost/Damaged/Stolen/Replacements of the Devices shall be as follows:**

- i. T Band - \$375.00
- ii. Phoenix - \$325.00
- iii. Replaceable Straps - \$25.00
- iv. Charging Blocks - \$20.00
- v. Charging Cords - \$20.00
- vi. Band Lock Removal Tools - \$100.00

## 5. Transition

Upon termination of this Agreement or applicable Service Order, unless otherwise agreed to by the Parties, all Devices, as well as any Hardware shall remain the property of Talitrix and shall be returned to Talitrix within 90 days following such termination where Customer will be responsible for all shipping charges unless Talitrix materially breaches this Agreement or applicable Service Order and fails to cure within the permitted cure period. Talitrix shall provide no further services following termination except those surviving termination pursuant to the applicable Service Order and the final transfer of the Customer's Data to a location designated by the Customer in writing.

## 6. Customer Responsibilities

Customer acknowledges that the Solution is merely one tool designed to assist Customer in performing Customer's obligation to supervise and monitor Participants. Talitrix neither assumes such obligations nor guarantees that the Solution alone is sufficient for Customer to carry out Customer's legal obligations with respect to Participants. Customer is solely responsible for the lawful, proper, and efficient supervision or monitoring of each Participant. This includes, but is not limited to, implementing, and maintaining layered, varied or multiple means of supervising or monitoring Participants, providing complete Participant information forms to Talitrix's Customer Experience Team Center, maintaining a reasonable inventory for future Participants, as well as keeping an appropriate record of all Talitrix Equipment in use including alleged problems with any units.

<sup>1</sup> Subject to an annual increase of three percent (3%).

<sup>2</sup> A pro-rated additional fee of \$5.00 per monitored day will be invoiced for any days exceeding 790 monitored days.

<sup>3</sup> All Customers receive Tier 2 Technical Support.

**Deployment/Setup/Administration**

Customer is responsible for the following actions and providing the listed documentation as a part of the account set up and maintenance process:

**Install (Definition):** Installation of the Talitrix Solution consists of the creation of a Participant account on the Talitrix system, assignment of a Device to the Participant, affixing the Device to the wrist of the Participant, locking the Device to the Participant's wrist and activating tracking of the locked Device.

**Documents required for Install:** Either a Bond Document, Sentencing Probation document or Court Order/EM req along with a Signed Participant Agreement. In addition, the Customer may require a Talitrix agency onboarding form or booking form from the jail. All listed documents need to be uploaded to the Talitrix Solution under the Participant's Documents folder.

**Profile Maintenance:** Changes in electronic monitoring requirements including but not limited to, Participant profile information, Victim information, schedules, or curfews or zones must be updated by the Customer.

**Location Installs:** Device installations will be at the discretion of the Customer.

**Talitrix Install support:** Customer will be solely responsible for all Device installations and removals of Devices with support available from Talitrix per this Service Order.

**Zone/curfew set up:** Customer will be responsible for setting up and managing zones and curfews inside the Talitrix Solution. Zones and Curfews, include, but are not limited to, Home Curfew, School Curfew, Work Curfew, Inclusion Zone, Exclusion Zone and Victim Zone.

**Participant profile set up:** Customer is responsible for all Participant profile creation within the Talitrix Solution.

**Activation and Billing:** Customer will be responsible for handling all Device installations, replacements, and removals of the Talitrix Solution. Billing begins when a profile is marked "Active" in the Participant profile page and stops when the profile is inactivated. Devices are not field repairable so removed devices in need of repair need to be sent back to Talitrix for our RMA process. Damaged bands may result in a replacement charge to the Customer under the payment terms. It is the Customer's sole responsibility to update profile data to reflect Device activation and deactivation.

**Band replacement:** Customer is responsible for all band removals and replacements. The Device is first unlocked, uninstalled, and unassigned within the Talitrix Solution before physical removal.

**Parts/consumables:** Customer is responsible for handling parts replacements as needed by Participants. Charging blocks and cords, and battery packs are the primary consumables. Talitrix will maintain a 10% inventory to replace any hardware requiring replacement. Reorders are handled by emailing your assigned Talitrix Customer Success Manager. Customers will not be charged for replacement of consumable items used in the normal course of business. Talitrix reserves the right to charge Customers under the Pricing outlined in this Service Order for any Devices determined to have been lost, stolen or damaged.

**Communication:** Communication protocols must be established for our Customer Experience Team, including SLAs for incident response. This includes but is not limited to, a non-emergency 911 number, a supervisor, and any emails or phone numbers that need to be contacted for each violation. It is the responsibility of the Customer to ensure the Talitrix Customer Experience Team has the correct and up to date contact data to execute the established communication protocols. Customer is required to provide Contact information for all Customer/Jurisdictional clients who have access to the system or are a part of the decision or support system for the electronic monitoring program.

**Auto notifications:** Auto Notifications can be turned on by any supervisor that has access to the Solution. There are options to select email, text, or mobile application notifications. This feature is customizable so that a Jurisdiction can receive notifications that are of high importance to their program. Talitrix will discuss communications requirements during initial training and will document the agreed upon plan in writing. The Communication plan can be edited at any time as required by the Customer to meet their specific agency needs.

## SLA for Bannock County Juvenile Justice

Item	Basic	Plus	Pro
Department Creation	Talitrix	Talitrix	Talitrix
Supervisor Creation	Client	Client	Talitrix
Testimony	Affidavit	Affidavit with In-Person at cost	Affidavit and In-Person Included
Templates	Client	Client	Talitrix
Hardware Management	Client	Client	Client
Default Auto Notifications	Client	Client	Client
Reports	System	System	Custom
Check Ins	System	System	Custom
Offlines	None	System	Custom
Participant Engagement	None	System	Custom
<b>Case Management</b>			
Device Removal	System Generated	System Generated + Standard 24/7/365 Case Management <sup>4</sup>	Custom
Dead Battery	System Generated	System Generated + Standard 24/7/365 Case Management	Custom
Tamper	System Generated	System Generated + Standard 24/7/365 Case Management	Custom
Inclusion Zone	System Generated	System Generated + Standard 24/7/365 Case Management	Custom
Exclusion Zone	System Generated	System Generated + Standard 24/7/365 Case Management	Custom
Curfew	System Generated	System Generated + Standard 24/7/365 Case Management	Custom

<sup>4</sup> Talitrix Standard Case Management consists of investigating the following alerts: Device Removals, Dead Battery, Tamper, Inclusion Zone, Exclusion zone and curfew events. These alerts will be investigated by the Talitrix case management team, resolved or escalated based on the jurisdictions SLAs.

WITH INTENT TO BE BOUND, Talitrix LLC and Customer, by signature of their authorized representatives, have executed this Agreement as of the Effective Date.

Accepted and agreed to by:

**Bannock County ~~Juvenile Justice~~**

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

Name: Jeff Hough

Title: Commissioner, Chairman

Date: April 21, 2026

Accepted and agreed to by:

**Talitrix LLC**

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

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

Title: \_\_\_\_\_

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

## 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:

Contract and fee waiver approval for 4-H Horse Practice

Date of meeting being requested:

04/21/2026

Time requested:

5 Minutes

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

Contract

Contract/Agreement Begin Date:

05/05/2026

Contract/Agreement End Date:

07/30/2026

List of additional attendees:

Scott Crowther, Chaney Nielson, Teri Jones, & Curtis Austin



**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](mailto: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) High Mountain Riders 4-H Club
- Contact Name: (who will sign the contract) Curtis Austin Title: 4-H Leader
- Mailing Address: 15388 West Lacey
- City: Chubbuck State: ID Zip Code: 83202
- Cell Phone: 208-221-8744 Email: austin8744@yahoo.com

**EVENT INFORMATION**

- Event Name: 4-H Horse Practice Area Requested: 4-H Arena/Arena 3
- Event Description: Horse Practice
- Event Date(s): see attached for list of dates Estimated Number of Attendees: 15-20
- Event Start Time: 6 pm Event End Time: 10 pm
- Additional Set-Up or Tear Down Days (if needed): NONE
- Paid Admission Event: YES \_\_\_ NO X Cost \_\_\_\_\_ Event Open to the Public: YES \_\_\_ NO X
- 501(c)(3): YES \_\_\_ NO \_\_\_ Non-Profit Name: \_\_\_\_\_ Tax ID #: \_\_\_\_\_
- Will Alcohol Be Served/Consumed? YES \_\_\_ NO X (if yes, county permit (\$20) must be provided and present at event)

**THE COUNTY SHALL:**

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

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

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

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

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

**THE APPLICANT SHALL:**

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

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

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

Not do any additional electrical wiring without permission of County.

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

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

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

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

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

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

The Lessee will pay the building/grounds rental fees thirty (30) days prior to the event (unless other arrangements are made prior to the event) in the amount of: \$ Request Fee Waiver of \$1575.00 (see attached page for fee schedule).

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

Bannock County Commissioners

BANNOCK COUNTY

\_\_\_\_\_ Date 4-21-26  
Jeff Hough, Chairman

\_\_\_\_\_ Date 4-21-26  
Ernie Moser, Commissioner

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

\_\_\_\_\_ Date 4-21-26  
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(I). Said waivers are subject to the approval of the County prior to use of the facilities. Copies of all signed waivers shall be provided to the County upon request. This requirement does not, in any way, abrogate the requirement for indemnification herein, abrogate the invocation of sovereign immunity herein, eliminate any requirement imposed by the County for proof of sufficient insurance, nor modify or abrogate any defenses or immunities provided by law. Hazardous activities include, but are not limited to any sport or activity whether involving animals or equipment which carries an inherent risk or injury, property destruction or death. The Applicant agrees that decisions by the County or County staff to require or not to require the execution or submission of waivers do not abrogate any immunities or defenses provided by law. The County staff has complete discretion in the decision to require or not require the execution and submission of waivers in connection with any event.

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

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

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

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

K. Entire Agreement. This contract, with any properly executed addendums, represents the entire and integrated agreement and understanding between the parties and 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  
FY22 Fees Adopted by R.S. No. 2021-90

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.

4/14/2026

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Applicant

Curtis Austin

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

### ADDITIONAL EVENT INFORMATION

EVENT NAME: 4-H Horse Practice

DATE: Listed below

TIME OF EVENT: 6 pm-10 pm

AREA: 4-H Arena/Arena 3

ADDITIONAL EVENT DETAILS:

Every Tuesday and Thursday starting May 5<sup>th</sup>

May 5, 7, 12, 14, 19, 21

June 2, 4, 16, 18, 23, 25, 30

July 7, 9, 14, 16, 21, 23, 28, 30

SPECIAL SET-UP INSTRUCTIONS:

Please groom arena before event

\_\_\_\_\_

\_\_\_\_\_

NOTES/DRAWINGS:

# EVENT CENTER, WELLNESS COMPLEX, RV PARK

## FEE SCHEDULE

Area	Description	Cost		Unit	Quantity	Total
		Half Day	Full Day			
WELL	Pavilions 1-4 (Include 4 Tables & Electricity)	\$50	\$100	Per Pavilion		
WELL	Basketball Court (2 Courts Available)	\$50	\$100	Per Court		
WELL	Volleyball Courts (4 Courts Available)	\$50	\$100	Per Court		
WELL	Multi-Use Fields (6 Fields Available)	\$150	\$300	Per Field		
WELL	Championship Field	\$175	\$350	Per Field		
BCEC	Multi-Use Soccer Fields (6 Available)	\$150	\$300	Per Field		
BCEC	Indoor Arena (Seats 500) Event/Individual	\$60		Per Hour		
<b>Indoor Arena Riding Passes</b>		<b>*Open Except For When Otherwise Reserved (Arena Worked Once Per Day) *</b>				
BCEC	6 Month Indoor Arena Family Pass (Nov-Apr)	\$120		Family of 4 Including Parents and Children 17 and Younger-Renewed Annually		
BCEC	6 Month Indoor Arena Individual Pass (Nov-Apr)	\$90		Renewed Annually		
BCEC	Indoor Arena Lights	\$25/Hour		Per Usage Hour		
BCEC	Arena 1	\$150	\$300	Half/Full Day		
BCEC	Arena 2	\$100	\$200	Half/Full Day		
BCEC	Arena 3	\$75	\$150	Half/Full Day	21 half days	\$1575.00 Requesting a fee waiver

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

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

## Chaparrals Practice 2025

4H Arena/Arena 3	21 Half Days x \$75 p.m. - 10:00 p.m.	6:00	21 x \$75 = \$1575.00
	Total Fees		\$1,575.00
	Total Fees		\$1,575.00
	fee waiver requested		\$1,575.00
	<b>Total to pay</b>		<b>\$0.00</b>

## 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:

PMC Employee Movie Night in the Amphitheatre: Contract approval and fee waiver

Date of meeting being requested:

04/21/2026

Time requested:

5 Minutes

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

Contract

Contract/Agreement Begin Date:

06/20/2026

Contract/Agreement End Date:

06/20/2026

List of additional attendees:

Scott Crowther, Chaney Nielson, Teri Jones, Jody Kohler, & Heather Phillips



**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](mailto:eventcenter@bannockcounty.us)  
**Phone:** 208-237-1340

Payment Received:	<u>Fee Waiver</u>	
Insurance Received:	_____	
Permits Received:	_____	
501(c) Received:	_____	
RecDesk	Outlook	Board
Spreadsheet	Reservation Listing	
<u>Scanned</u>		

### EVENT CENTER, WELLNESS COMPLEX AND FAIRGROUNDS CONTRACT

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

#### APPLICATION INFORMATION

- Company/Origination Name: (event host) Portneuf Medical
- Contact Name: (who will sign the contract) Nate Carter Title: CEO
- Mailing Address: 777 Hospital Way
- City: Pocatello State: ID Zip Code: 83201
- Cell Phone: 661-319-6165 Email: angle.statz@portmed.org

#### EVENT INFORMATION

- Event Name: PMC Movie Night Area Requested: Wellness Complex Amp.
- Event Description: Employee Event
- Event Date(s): 6/20/2026 Estimated Number of Attendees: 350-400
- Event Start Time: 1900 (7pm) Event End Time: 2200 (10pm)
- 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 with the limits of their lease.

Use reasonable safeguards against fire, theft, and accidents, but does not assume any liability for damages to goods or property of the Applicant from fire, theft, water or storm, or any liability for accidents to persons or property caused under, or by virtue of the apportionments 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: \$ Fee Waiver (see attached page for fee schedule).

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

Bannock County Commissioners  
\_\_\_\_\_  
Date 4/21/26  
Jeff Hough, Chairman

BANNOCK COUNTY  
By: \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Date 4/21/26  
Ernie Moser, Commissioner  
\_\_\_\_\_  
Date 4/21/26  
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 of 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.

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

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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.

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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.

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4/16/2026

---

Date

---

Applicant

Nate Carter, CEO

---

Print Name

**ADDITIONAL EVENT INFORMATION**

EVENT NAME: PMC Movie Night

DATE: June 20, 2026

TIME OF EVENT: 1900-2200

AREA: Wellness complex amphitheater

**ADDITIONAL EVENT DETAILS:**

Employee Movie Night  
would like to use the popcorn machine like last year. Will bring there own non-alcoholic beverages.

**SPECIAL SET UP INSTRUCTIONS:**

Movie and popcorn  
PMC will pay the fee for the movie, will also clean up the Amphitheatre after the event.

**NOTES/DRAWINGS:**

# EVENT CENTER, WELLNESS COMPLEX, RV PARK

## FEE SCHEDULE

Area	Description	Cost		Unit	Quantity	Total
		Half Day	Full Day			
WELL	Pavilions 1-4 (Include 4 Tables & Electricity)	\$50	\$100	Per Pavilion		
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## BANNOCK COUNTY COMMISSIONERS

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



ERNIE MOSER  
 Commissioner  
 1st District

JEFF HOUGH  
 Commissioner  
 2nd District

KEN BULLOCK  
 Commissioner  
 3rd District

## Business Meeting Agenda Request Form

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Requestor Name:

Hal Jensen

Department:

Planning & Development

Requestor Email:

halj@bannockcounty.gov

Item(s) to be considered:

Review, approval and signature of commission approval for connection of water line by developer McCormick Ranches at Fairgrounds Road.

Date of meeting being requested:

04/21/2026

Time requested:

5 Minutes

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

Agreement

Contract/Agreement Begin Date:

04/21/2026

Contract/Agreement End Date:

10/30/2026

List of additional attendees:

Merrill Quayle

In the Matter of DESIGNATING )  
COUNTY ROADS FOR STATE REIMBURSEMENT )

R.S. No. 2026-27  
 April 21, 2026

**RESOLUTION**

WHEREAS, the following road(s) has/have been constructed to meet Bannock County Road and Bridge standards, is/are paved, and in good condition:

<u>Road</u>	<u>Length</u>	<u>Location</u>
Barberry Grove	766 feet	Coyote Hollow Subdivision
Tamarack Way	1,791 feet	Coyote Hollow Subdivision
Honeylilly Trail	1,426 feet	Coyote Hollow Subdivision

and

WHEREAS, County Public Works Director Kiel Burmester has recommended it being in the best interest of Bannock County to add said road(s) to the County road system at this time; and

WHEREAS, Bannock County wishes to start receiving reimbursement from the Idaho Transportation Department for the total mileage added to the County road maintenance system; and

WHEREAS, in order to receive reimbursement, Bannock County must identify additions to the County road system and officially place them on the Bannock County road maintenance system;

NOW, THEREFORE, BE IT RESOLVED that the above-stated roads are hereby identified as County roads and will be officially placed on the Bannock County road maintenance system.

BOARD OF BANNOCK COUNTY COMMISSIONERS

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

\_\_\_\_\_  
 Ernie Moser, Member

\_\_\_\_\_  
 Ken Bullock, Member

ATTEST: \_\_\_\_\_  
 Jason C. Dixon, Clerk

Coyote Hollow Phase 4

Inkom Idaho 83245

RE: Road Dedication-Coyote Hollow Phase 4

Bannock County Commission

624 E Center St , Rm 101

Pocatello Idaho 83201

Bannock County Commissioners,

Coyote Hollow Phase 4 would like to first thank the commission and county staff for the collaborative efforts and ongoing support of our project at Coyote Hollow subdivision. We are excited to have phases 1-4 complete now. Our combined vision of this project would not be able to be completed without your help and assistance. Thank you.

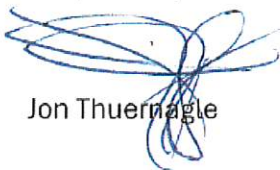
Coyote Hollow has now completed the construction and plating of the final phase of this project. The following roads have been improved to meet Bannock County Road and Bridge standards.

Road	Length in feet
Barberry Grove	766 ft
Tamarack Way	1791 ft
Honeylilly Trail	1426 ft

The county works director has reviewed the construction, recognizing the above were [placed according to county standards, we believe that it would be in the best interest of Bannock County to add these roads to the county road system at this time.

Thank you again for your support regarding this project and for your devoted service to the county. Your consideration of this matter is greatly appreciated.

Respectfully Submitted,



Jon Thuernagle

**BOARD OF BANNOCK COUNTY COMMISSIONERS' PROCEEDINGS – March 2026**

The following is a synopsis of proceedings, pursuant to Idaho Code §31-819, of the Board of Bannock County Commissioners for March 2026, to wit, of which a complete set of minutes is on file at the Bannock County Clerk's Office, Pocatello, Idaho, or can be found online at [www.bannockcounty.gov](http://www.bannockcounty.gov).

March 3: Applications for cremation assistance were approved for case numbers 20260016 and 20260017. MOU with Fort Hall for Planning services tabled. Application for two IDL grants was approved upon grant writing fee clarification. Amendments to the travel policy were approved. Resolutions 2026-13 Approving February 2026 Alcohol Licenses; 2026-14 Approving February 2026 Salaries; and 2026-15 Authorization to Dispose Surplus Assets/Property were passed. Permission to Enter Property forms were approved for the Lava Ranches Phase 2 fuels reduction. Award and Grant Agreement for FY2026 Partnerships for Success Law Enforcement Grant was accepted.

March 5: BCRA contract and fee waiver request was tabled for clarified dollar amounts; and Mystic Realms Fantasy Fair contract was approved. Tax cancellation requests were approved. Hardship application for tax relief was denied after considering records exempt from disclosure in executive session. Items on the claims agenda were approved. Community leaders had general discussions on economic development, housing, water, non-profits, America 250 celebrations, and community events.

March 10: Sherriff was authorized to increase IDOC inmates based on staffing/bed availability to allow additional revenues to be saved for major projects. Employee granted years of service accrual following executive session. Application and electronic signature approved for Idaho Office of Drug Policy SFY 2027 Substance Use Primary Prevention Grant. Request to complete IRS donation form regarding deeded property tabled. Events Director will be authorized by resolution to sign certain contracts. Master plan design services project to be closed. Camp host contract was approved. BCRA contract with fee waiver was approved and overpayment from last year acknowledged. Knowledge City contract for learning management software approved. Remnant opioid settlement statement approved. Reappointment of Planning Council member approved. Resolution 2026-16 Approving Tax Cancellation Requests was passed. February 2026 Commissioner Proceedings publication was approved. Consent agenda items were approved. Jackson FLUM and rezone applications were approved. Deer Valley Reserve appeal denied.

March 12: Owners seeking certificate of occupancy were directed to resolve the issue regarding the contractor. MOU to be prepared to allow USDA to store watercraft at the grooming shed. MOU to be prepared to accept gravel fill from Wadsworth. Items in the claims agenda were approved.

March 19: Opioid funds to be used for body scanner for the jail. Event contracts were approved with Southeast Idaho Football League, District 8 High School Rodeo, and Junior High Rodeo. Piggyback purchase of tractor will be paid from PILT. Application for Lowe's Bucket List grant for playground equipment was approved. Agreements with Clark, Fremont, Jefferson, and Madison Counties were approved for holding juvenile offenders. MOU to be prepared for developer to tap into water line at Fairgrounds Road without cost to County. Resolutions 2026-17 Authorizing Business Manager Negotiate Contracts and 2026-18 Amendment 1 to the 2025 Future Land Use Map, and Ordinance 2026-1 Amendment 72 to Ordinance 1998-1 Amending Zoning District Designation were passed. Items on the claims agenda were approved except one reimbursement request.

March 24: Applications for cremation assistance were approved for case numbers 20260018, 20260019, and 20260020, along with release of liens for case numbers 20110459 and 20150074, and Instrument No. 21700535. Purchase of vehicle approved through Board of Ambulance District. Proclamations for Strengthening Families Month and Week of the Young Child were approved. Grant applications with the Idaho Department of Lands for fuels reduction projects in Dempsey Creek and Crystal Springs were approved for submission. Grants applications were approved for a picnic area near the YDC and for AEDs. Load 'em in the Dark contract approved. Survey to gauge community input regarding nuclear energy will be sent out by electronic means. Jail inspection report was approved. Executive session held to consider preliminary negotiations and to communicate with legal counsel. Approved Law Enforcement contract with BLM. Items in the consent agenda were approved. Executive session held to consider personnel matters. Petition VAC-25-1 requesting to vacate the road easement at the south end of Nelson Lane in the Chilton Subdivision, located on parcels RRBUA000300 and RPRRCHI000600 was granted.

March 26: Contracts for rentals at the Fairgrounds were approved for 4-H Ag Extension, Marsh Valley Homesteaders, Franson Civil Engineers, Downey Elementary PTO, and Missionary farewell. Items in the claims agenda were approved. Executive session held to consider personnel matters.

March 31: Release of lien for case number 20120147 was approved. Budget request of \$15,000 was approved for Portneuf Soil and Water Conservation District. Authorization to purchase a tractor for \$123,900 under a piggyback contract with funds from PILT was given. Executive session was held to communicate with legal counsel. Following executive session to discuss personnel matters, the Fairgrounds maintenance position will be moved under Facilities Maintenance department and the Emergency Manager position will be posted. Resolution No. 2026-19 Vacating Easement in the Chilton Subdivision was passed. Items on the consent agenda were approved. Taxes, late fee, interest, and Sheriff sale costs for 2025 were cancelled for parcel MHMHPCB002300.

BOARD OF BANNOCK COUNTY COMMISSIONERS

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

\_\_\_\_\_  
Ernie Moser, Member

\_\_\_\_\_  
Ken Bullock, Member

Attest: \_\_\_\_\_

Jason C. Dixon, Clerk

Published: April 25, 2026



FOR COMMISSION OFFICE USE:	
DATE _____	TIME _____

## Agenda Request Form

The Board of Bannock County Commissioners business meetings are generally held on **Tuesday** 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.

**Email this completed form and any supporting documents to [agendarequest@bannockcounty.us](mailto:agendarequest@bannockcounty.us) by 5:00 PM the Wednesday prior to the scheduled meeting.**

Name/Department: **Seth Scott / Juvenile Detention**      Email: [seths@bannockcounty.us](mailto:seths@bannockcounty.us)

Item to be considered: **Memorandum of Agreement between Teton - Idaho, Teton - Wyoming and Bannock Counties for holding juvenile offenders.**

Informational background: **The 5 County Juvenile Detention Center closed as of March 1, 2026. These agreements will allow these counties to comply with Idaho Code Chapter 5, Title 20, which is to provide for the temporary detention and maintenance of youth offenders.**

- |   |   |
|---|---|
| 1. What meeting are you requesting?   | <b>Any</b>  |
| 2. How much time will be needed for this agenda item?   | <b>5 minutes or less</b>  |
| 3. Is Commission action requested (decision, approval, signature, or guidance)?                   | <b>approval</b>   |
| 4. Does this request involve a contract, agreement, external funding source, or award acceptance? | <b>Yes</b>  |
| 5. What is the potential financial impact of this request?  | <b>We will charge \$450.00 per day, which will be used for facility maintenance or other operational items.</b> |
| 6. Have all supporting documents been included with this form?                                    | <b>Yes</b>  |

**MEMORANDUM OF AGREEMENT****BETWEEN****BANNOCK COUNTY, STATE OF IDAHO (REPRESENTING THE  
DISTRICT 6 JUVENILE DETENTION CENTER) AND  
COUNTY OF TETON, STATE OF IDAHO**

**THIS AGREEMENT** is made and executed this 21<sup>st</sup> day of April, 2026, by and between the County of Bannock, State of Idaho, and the County of Teton, State of Idaho, pursuant to the provisions of Section 20-517, Idaho Code.

**WITNESSETH**

**WHEREAS**, Teton County is authorized by law to provide maintenance for children for emergency and other care pursuant to provisions of Chapter 5, Title 20, Idaho Code; and

**WHEREAS**, as required by law, Bannock County operates a detention facility for the temporary detention and maintenance of children (hereinafter "District 6 Juvenile Detention Center");

**NOW THEREFORE**, for and in consideration of the mutual promises contained herein and other good and valuable consideration, Teton County and Bannock County (in its own capacity and on behalf of the District 6 Juvenile Detention Center), **HEREBY AGREE**:

1. Bannock County will allow male and female juvenile offenders under the jurisdiction or control of Teton County (hereinafter "Juveniles") to be temporarily housed at the District 6 Juvenile Detention Center and will treat all such Juveniles in the same manner as other

Juveniles housed at the center in accordance with the rules, regulations, and policies of the District 6 Juvenile Detention Center.

2. a. **Placement with Court Order.** Arrangement for desired maintenance and housing of Juveniles shall be made at least four (4) hours in advance, if possible, of the requested admission or arrival time. Prior notification shall not be required in situations of an emergency nature or when such notification is not reasonably feasible. Prior notification shall be made by the Prosecuting Attorney's Office, Sheriff's Office, or the Juvenile Probation Officer of Teton County by contacting the District 6 Juvenile Detention Center. All Juveniles transported to the Center will not be admitted without a **Court Order** which authorizes said Juveniles' detention at the Center.

b. **Pre-arraignment Detentions.** Juveniles who are in custody and require temporary detention may be housed at the Center pending arraignment. Bannock County agrees that it must provide a court order placing the Juvenile at the Center by noon the next judicial day after the detention begins. If said order is not obtained, Teton County will be responsible for assuming custody and transporting the Juvenile from the Center to Teton County.

c. **Criminal Act Requirement.** The District 6 Juvenile Detention Center requires that any crime in which a contracted juvenile is housed meets the following requirement(s): The crime in which the juvenile is / will be charged must be an act or omission of a federal, state, local, or municipal law or ordinance which would be a crime if committed by an adult, regardless of where the same occurred, except traffic, water craft, fish and game, or failure to obey a misdemeanor citation. Juveniles who are charged solely with Status Offenses will not be housed. If a juvenile is / will be charged with a Status Offense which violates a valid Court Order, the said circumstances will be taken into consideration before a detainment decision will be made.

d. **Social History Information.** Teton County agrees to provide the District 6 Juvenile Detention Center with relevant information concerning a Juvenile's Social History for

purposes of intake, classification supervision, and care for all post adjudicated juveniles housed in the District 6 Detention Center. Such information may include, but is not limited to, all current and prior charges, delinquency history, substance abuse concerns, and documented physical, emotional, or sexual abuse history. When necessary, the District 6 Detention Center may request a Social History Report approved pursuant to Juvenil Rule 17 B. If a Juvenile is detained pre-adjudicatory, Teton County agrees to provide the District 6 Juvenile Detention Center administrator or his designee with as much information as possible regarding the Juvenile's Social History. This information should be received by the District 6 Juvenile Detention Center no later than noon the day after detainment, or as outlined by Statute or applicable Rule. The District 6 Juvenile Detention Center agrees to keep all such Social History confidential.

3. Teton County will be responsible for obtaining medical releases for the Juvenile and providing all information requested by the Center's administrative staff. Teton County will also be responsible for all necessary arrangements for, and costs of, all desired services not normally provided at and by the District 6 Juvenile Detention Center or its staff, such as, but not limited to, medical or testing for conditions not directly related to the Juveniles being housed at the Juvenile Detention Center. It is expressly understood that Teton County assumes all responsibility for the Juveniles under its jurisdiction and control while said Juveniles are not housed or detained within the doors of the District 6 Juvenile Detention Center and that all Juveniles shall be delivered by Teton County, at its expense, to the doors of the District 6 Juvenile Detention Center.

4. Detention, maintenance, and housing of Juveniles under the jurisdiction and control of the District 6 Juvenile Detention Center shall be short and temporary.

5. Teton County agrees to pay to Bannock County the sum of Four Hundred Fifty and No/ 100 Dollars (\$450.00) per day for each Juvenile housed in the District 6 Juvenile Detention

Center under this separate Agreement. A day will be defined as any period of time in which a Juvenile eats two (2) or more regularly scheduled meals or occupies a bed for any portion of a night.

6. The District 6 Juvenile Detention Center reserves the right to refuse admittance of any Juvenile under the jurisdiction of Jefferson County when such admittance would unduly burden the facilities or create disadvantages for Juveniles under the jurisdiction of Bannock, Bear Lake, Caribou, Franklin, Oneida or Power Counties. The Administrator of the Center may also refuse admission of, or order within twenty-four (24) hours the removal of, any Juvenile whose presence, or whose continued presence, would be unduly detrimental to the welfare of such Juvenile or of any juveniles in the Juvenile Detention Center or the general operation of the detention facility. Said right of refusal shall be limited to situations involving Teton County Juveniles:

- a. That are charged solely with a Status Offense(s), with no pending criminal offense;  
or
- b. That are not accompanied by complete and proper documentation and arrive without prior notification of at least four (4) hours to the District 6 Juvenile Detention Center; or
- c. That have medical conditions or injuries requiring immediate medical treatment;  
or
- d. That are in such an emotional or distraught state as to be a risk to themselves, other Juveniles at the Center, or to District 6 Juvenile Detention Center employees.

7. When the District 6 Juvenile Detention Center has reached its full capacity for detainees, juveniles who were placed at the Center by an entity other than Bannock, Bear Lake, Caribou, Franklin, Oneida or Power Counties will be released to the custody of the responsible

county, in accordance with their chronological entrance date into the facility, coupled with considerations of case related requirements for detention such as protection to the community. The weight given to those considerations shall be at the sole discretion of, and shall be determined by, the Director of the District 6 Juvenile Detention Center or his designee.

8. The District 6 Juvenile Detention Center agrees to certify to Bannock County at the end of each calendar month the name of each child placed as provided in this Agreement, the length of time care was provided, and the rate or rates and total charge in accordance with this Agreement. For this purpose, the District 6 Juvenile Detention Center agrees to maintain a current registry of Juveniles which shall be open to inspection by authorized representatives of Teton County or its attorney at all reasonable times.

9. Neither the District 6 Juvenile Detention Center nor Teton County shall discriminate as to Juveniles placed and cared for because of race, color, creed, or national origin.

10. The District 6 Juvenile Detention Center shall adopt and comply with the standards of the Prison Rape Elimination Act. All contracting agencies shall also adopt and comply with the standards of the Prison Rape Elimination Act and allow the District 6 Juvenile Detention Center administration adequate opportunity to monitor the contracting agency's compliance with PREA standards.

11. No officer, agent, or employee of Bannock, or Teton Counties shall be entitled to receive or be admitted to any personal share or benefit under any provision of this Agreement.

12. This Agreement shall be in effect from March 1, 2026, until September 30, 2026. Either party may terminate this Agreement by giving the other party written notice postmarked or hand delivered, at least thirty (30) days prior to the intended date of termination.

13. It is expressly acknowledged and agreed that the parties shall observe the confidentiality of information provisions of the Idaho Code, county, state, and federal regulations pertaining to any records, access to which is provided by Teton County or the District 6 Juvenile Detention Center for the purpose directly connected with the administration of investigations.

IN WITNESS HEREOF, the parties hereto have executed this Agreement as of the date and year first written above.

**BOARD OF BANNOCK COUNTY COMMISSIONERS**

By: \_\_\_\_\_  
Jeff Hough, Chair of the Board

By: \_\_\_\_\_  
Ernie Moser, Commissioner

By: \_\_\_\_\_  
Ken Bullock, Commissioner

ATTEST: \_\_\_\_\_  
Jason Dixon, Bannock County Clerk

**BOARD OF TETON COUNTY COMMISSIONERS**

By: \_\_\_\_\_  
Brad Wolfe, Chair of the Board

By: \_\_\_\_\_  
Dan Powers, Commissioner

By: \_\_\_\_\_  
Ron James, Commissioner

ATTEST: \_\_\_\_\_  
Kim Keeley, Teton County Clerk

**MEMORANDUM OF AGREEMENT****BETWEEN****BANNOCK COUNTY, STATE OF IDAHO (REPRESENTING THE  
DISTRICT 6 JUVENILE DETENTION CENTER) AND  
COUNTY OF TETON, STATE OF WYOMING**

**THIS AGREEMENT** is made and executed this 21<sup>st</sup> day of April, 2026, by and between the County of Bannock, State of Idaho, and the County of Teton, State of WYOMING, pursuant to the provisions of Section 20-517, Idaho Code.

**WITNESSETH**

**WHEREAS**, Teton County, Wyoming is authorized by law to provide maintenance for children for emergency and other care pursuant to Wyoming Statute Annotated §§7-1-107, 7-1-108, and 14-4-117; and

**WHEREAS**, as required by law, Bannock County operates a detention facility for the temporary detention and maintenance of children (hereinafter "District 6 Juvenile Detention Center");

**NOW THEREFORE**, for and in consideration of the mutual promises contained herein and other good and valuable consideration, Teton County and Bannock County (in its own capacity and on behalf of the District 6 Juvenile Detention Center), **HEREBY AGREE**:

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county, in accordance with their chronological entrance date into the facility, coupled with considerations of case related requirements for detention such as protection to the community. The weight given to those considerations shall be at the sole discretion of, and shall be determined by, the Director of the District 6 Juvenile Detention Center or his designee.

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11. No officer, agent, or employee of Bannock, or Teton Counties shall be entitled to receive or be admitted to any personal share or benefit under any provision of this Agreement.

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**BOARD OF BANNOCK COUNTY COMMISSIONERS**

By: \_\_\_\_\_  
Jeff Hough, Chair of the Board

By: \_\_\_\_\_  
Ernie Moser, Commissioner

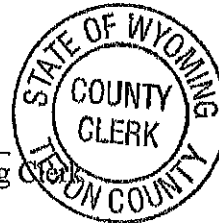
By: \_\_\_\_\_  
Ken Bullock, Commissioner

ATTEST: \_\_\_\_\_  
Jason Dixon, Bannock County Clerk

**BOARD OF TETON COUNTY COMMISSIONERS**

*Mark Newcomb*  
\_\_\_\_\_  
Mark Newcomb, Chairman  
Teton County, Wyoming Board of County Commissioners

ATTEST: *Maureen E. Murphy*  
\_\_\_\_\_  
Maureen E. Murphy, Teton County, Wyoming Clerk



## BANNOCK COUNTY COMMISSIONERS

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



ERNE MOSER  
 Commissioner  
 1st District

JEFF HOUGH  
 Commissioner  
 2nd District

KEN BULLOCK  
 Commissioner  
 3rd District

## Business Meeting Agenda Request Form

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

Requestor Name:

Kristi Davenport

Department:

Commission

Requestor Email:

dav@bannockcounty.gov

Item(s) to be considered:

Signature on contract for Museum Event Center for the Bannock County Employee Health Fair on Wednesday, October 14, 2026.

Date of meeting being requested:

04/21/2026

Time requested:

5 Minutes

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

Contract

Contract/Agreement Begin Date:

10/13/2026

Contract/Agreement End Date:

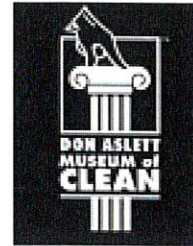
10/14/2026

List of additional attendees:

# MUSEUM EVENT CENTER

747 South 2nd Ave Pocatello ID 83201

Phone 208-236-6906



**Amount paid \$:** \_\_\_\_\_

*Payment can be a check. Please make out to : Museum of Clean or venmo to @David-Hermansen-2*

Date of event: October 14, 2026 Hours of event: 6:30 a.m. to 1:00 p.m.

Client Name: Bannock County

Address: 624 E. Center Street, room 101

City, Street, and Zip: Pocatello, Idaho 83201

Cell Phone Number: [REDACTED]

Event contact: Email: dav@bannockcounty.gov

Type of event: Bannock County Employee Health Fair

Setup Date/Time: 10/13/26 - 3 to 5 PM Take Down: 10/14/2026 Date/Time: 1:00 PM

Additional notes regarding rental/event agreement: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1. This Rental Agreement is between the Museum of Clean (“Museum”) and the CLIENT for the use of Museum facilities. This Agreement applies to all private, commercial, governmental, and institutional organizations.
2. To secure an event date, the Museum requires a \$150 deposit. The deposit reserves the requested date and is applied toward the total rental cost. **\*\*\*See note on page 5.**
3. **Payment:** All rental fees must be paid in full no later than 30 days prior to the event unless otherwise specified in writing.

## RENTAL DETAILS

### *LARGE EVENT CENTER*

**Rental Period:** Includes use of the allotted space for 24 hours (unless otherwise noted). Folding tables and chairs are available for use.

- a. *Dimensions: 65' wide x 118' long x 15' tall, free-span design*
- b. *Total Space: 7,670 sq. ft. (occupancy 450)*
- c. *Includes access to exterior berm area*
- d. *Separate Entrance and restrooms*

### **Rate: \$500 per day**

2. **Cleaning Deposit:** All rentals require a \$150 refundable cleaning deposit. The provided cleaning checklist must be completed in full to receive a refund. This deposit also secures your rental date.
3. **Alcohol Deposit:** If alcohol will be served or consumed in the space, an additional \$150 cleaning fee applies.
4. **Hourly Rentals:** Available at \$40 per hour with a minimum 2-hour rental.
5. **Trash:** One dumpster is provided for standard event use. Any excess trash must be removed by the renter or will incur an additional disposal fee.
6. **Wi-Fi Access:** Complimentary for renters.
  - a. Network: MOC
  - b. Password: MOC2082366906

### *Small group rental spaces Museum of Clean:*

1. Library (occupancy 40)
2. Main Level Theater (occupancy 45)
  - a. Rate: \$30 per hour
  - b. Minimum rental: 4 hours
3. **Deposit:** A \$150 refundable cleaning deposit is required. Completion of the cleaning checklist is necessary to receive a refund. This deposit also secures your rental date.
4. **Payment:** All rental fees must be paid in full 30 days prior to the event

### **Additional Use:**

1. **Ongoing or Recurring Use:** Must be scheduled at least two weeks in advance.
2. **Payments:** All rental fees are due in full 30 days prior to the event, unless otherwise specified.

### **Access Hours**

1. Standard access is available between 9:45 a.m. and 6:15 p.m.
2. Access outside of these hours must be arranged at least two weeks in advance of the scheduled event or activity.

We will need to access the Event Center at 6:30 a.m  
on Oct. 14, 2026. KB

## USE OF PREMISES

1. **Tobacco-Free Campus:** The Museum Event Center and Museum of Clean property are entirely tobacco-free. Tobacco use is prohibited in all indoor and outdoor areas, including parking lots.
  2. **Alcohol Use:** Alcohol is permitted in the event space only with a valid liquor license. Proof of license must be submitted to the Museum of Clean prior to the event.
  3. **Animals:** Live animals are not permitted on the premises, with the exception of service animals.
  4. **Liability:** The Event Center is not responsible for damage to or theft of items brought in by the client, guests, or vendors.
  5. **Access:** Museum of Clean staff may enter any rented space at any time, for any reason.
  6. **Photography:** The Museum of Clean reserves the right to photograph events for internal records and future promotional use.
  7. **Occupancy Limits:** Clients must ensure attendance does not exceed the maximum occupancy stated in the rental contract.
  8. **Damage & Cleanup:** Clients are responsible for costs associated with property damage or excessive cleaning needs beyond normal wear and tear.
  9. **Storage:** Storage space is not provided before or after events. All decorations, props, rented furniture, beverage dispensers, and personal belongings must be removed at the end of the event. Unclaimed items may be discarded.
- 

## CANCELLATION POLICY

1. **Non-Refundable Fees:**  
All room rental fees are non-refundable. Once payment is received, the reserved date is removed from availability and secured exclusively for the CLIENT.
  2. **Refund Conditions:**  
Deposits are refundable only after the event has concluded, full payment has been received, and the post-event cleaning inspection has been completed. If these conditions are not met, fees will not be refunded.
  3. **Cancellations Due to Noncompliance:**  
No refunds will be issued if the Museum Event Center cancels an event due to the CLIENT'S failure to comply with the terms and conditions of the rental agreement.
- 

## CLIENT RESPONSIBILITIES

**Client Responsibility:** The CLIENT is responsible for all cleaning at the end of the event. This includes:

1. Sweeping and mopping floors
2. Emptying trash
3. Cleaning restrooms

**Deposit:** If cleaning is not completed, the \$150 cleaning deposit will be retained by the Event Center.

### Tables & Decorations

1. Clear all tables of linens, dishes, decorations, and personal items

- 2. Remove all decorations from the Facility

## Trash

- 1. Trash is limited at the Museum of Clean. Please notify the event coordinator in advance if you anticipate needing a large dumpster.
- 2. All trash must be placed in the receptacles provided.
- 3. Items that do not fit in receptacles (such as boxes or large items) must be broken down and taken to the dumpsters located behind the building.
- 4. Additional trash liners will be provided if needed.

## Damage & Responsibility

- 1. The Museum Event Center does not require a damage deposit, as we trust in the integrity of our clients and their guests. However, the CLIENT is fully responsible for any damage to the facility caused by guests, vendors, or service providers (such as caterers, DJs, drivers, florists, babysitters, etc.). Please ensure all vendors are informed of this policy.
- 2. Any damage or loss—whether reported during the event or discovered afterward—will be billed to the CLIENT for repair or replacement. All issues, damages, or non-working equipment should be reported to staff on the day of the rental.

## Emergencies & Contacts

- 1. Medical or Fire Emergencies: Call 911 immediately.
- 2. Event Center Contacts:
  - a. Executive Director: Samantha Stoddard | 360-608-6697
  - b. Executive Operational Director: Megan Daniels | 208-237-5352
  - c. Property Manager: Kevin Gibson | 208-681-5486 (available 24/7 for emergencies, damage notifications, or facility issues)

## Insurance and Licenses

General Liability Insurance: \_\_\_\_\_

- 1. The CLIENT must obtain, at their own expense, general liability insurance covering the event and naming Varsity Square, LLC as an additional insured. Proof of insurance must be submitted to the Museum Event Center at least 10 days prior to the event. If assistance is needed, management can provide the name of an agent who can issue a certificate.
- 2. Additional Requirements: \_\_\_\_\_  
The CLIENT is also responsible for securing any required insurance coverage and/or city licenses.
- 3. Responsible Party (for providing documentation):  Kristi Davenport
- 4. Certificate of Insurance (CERT)
  - a. Delivered by:  Kristi Davenport
  - b. Date Submitted: \_\_\_\_\_
- 5. Liquor License (if applicable)
  - a. Delivered by:  N/A

b. Date Submitted: \_\_\_\_\_

## Indemnification:

User agrees to defend, indemnify and hold harmless Museum Event Center and its employees from and against any and all claims, demands, causes of action, or liabilities incurred by Museum Event Center or its employees, arising from CLIENT's acts or omissions under this Agreement or any act or omission of CLIENT's vendors, employees, contractors, or persons attending the meeting or event with the express or implied permission or invitation of CLIENT, except as may arise from the negligence or willful misconduct of Sun-rise Event Center or its employees. Museum Event Center will not be held responsible for any losses, damages, or injuries. This refers to any loss, damage, or injury to persons or possessions that may occur at any function held on this property, from any cause, whatsoever, prior to, during, or subsequent to the period covered by this contract. CLIENT will be responsible for the control and supervision of the people in attendance during the use of the facility to ensure no harm is done to persons or property.

CLIENT agrees to abide by this Agreement and acknowledges having received a copy thereof. CLIENT will be held financially responsible for any damage to the Facility or equipment, which occurs through the CLIENT's meeting or event at the Facility.

By signing below, CLIENT acknowledges that he/she has read and agrees to all above terms and conditions.

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

Print Name: **Jeff Hough** \_\_\_\_\_

Date Date: **April 21, 2026** \_\_\_\_\_

MOC Representative Signature: \_\_\_\_\_

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

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

**\*\*\*Per phone conversation with Samantha Stoddard on 4/13/26, payment \$500.00 for renting the Event Center will be made up front, in full and the \$150.00 cleaning deposit will be waived.**



Idaho Counties Risk Management Program  
PO Box 15249  
3100 S Vista Ave., Ste. 300  
Boise, ID 83715

**Justin Nyquist**  
**Underwriting Coordinator**

Certificate Holder

RE: Certificate Request

I am summarizing ICRMP's position regarding additional insured language on our certificates of insurance.

The member referenced is a governmental entity within the State of Idaho. Idaho Constitution, Article VIII, § 4 prohibits a governmental entity from becoming responsible for any debt or liability of any other person or entity. It states:

No county, city, town, township, board of education, or school district, or other subdivision, shall lend, or pledge the credit or faith thereof directly or indirectly, in any manner, to, or in aid of any individual, association or corporation, for any amount or for any purpose whatever, or become responsible for any debt, contract or liability of any individual, association or corporation in or out of this state.

In addition, Idaho Code § 6-923 only allows political subdivisions to purchase insurance for "themselves and their employees."

Based on these provisions of Idaho law, governmental entities do not have the lawful authority to purchase insurance on behalf of third parties, *i.e.* name them as additional insureds. Moreover, a waiver of subrogation is, in practice, an agreement to become responsible for the debt/liability of the third party.

Even though we cannot use the terminology of "additional insured", we can provide you with a Certificate of Insurance, which shows the insurance provided by ICRMP and that we will accept a tender of your defense if you are named party to a lawsuit solely because of your relationship with this member and not as a result of your own conduct.

I hope this information will better explain who we are, who our member is and why we cannot supply you with the words "additional insured" on your certificate of insurance or consent to any waiver of subrogation. Please let me know as soon as possible that this situation has been resolved in the favor of our member.

Sincerely,  
Justin Nyquist, Underwriting Coordinator

**BOARD OF BANNOCK COUNTY COMMISSIONERS  
MINUTES CERTIFICATION**

We, the Board of Bannock County Commissioners, hereby certify approval of the minutes of the Bannock County Commissioners' meetings inclusive of the date(s) of April 16, 2026, as approved during the meeting of April 21, 2026.

BOARD OF BANNOCK COUNTY COMMISSIONERS

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

\_\_\_\_\_  
Ernie Moser, Member

\_\_\_\_\_  
Ken Bullock, Member

ATTEST:

\_\_\_\_\_  
Jason C. Dixon, Clerk



## MINUTES OF THE BOARD OF BANNOCK COUNTY COMMISSIONERS

### Meeting Details

Date of Meeting:	Thursday, April 16, 2026
Commissioners present:	Ernie Moser, Jeff Hough, and Ken Bullock
Clerk of the Board:	Jason C. Dixon
Absent Board Members:	
Staff present:	Deputy Clerk Nancy Allen, Comptroller Kristi Klauser, PIO Emma Iannacone, Attorney Jonathan Radford, and HR Director Matthew Phillips

### Agenda Details

AGENDA	
	Work Session and Claims Meeting (action items)
	<b>Agenda:</b>
1	<b>BOARD OF AMBULANCE DISTRICT</b>
	<ul style="list-style-type: none"> <li>Shane Grow, City of Pocatello Fire Department, requesting approval of and signature on the GEMT statement of payment for FY23 that has been provided by PCG (requested 5 minutes) (action item)</li> </ul>
2	<b>BOARD OF COUNTY COMMISSIONERS</b>
	<ul style="list-style-type: none"> <li>Scott Crowther, Event Center/Wellness Complex, requesting approval of and signature on a rental agreement with Triple T Productions (requested 5 minutes) (action item)</li> </ul>
3	<ul style="list-style-type: none"> <li>Tadd Green, Sheriff's Office, discussion pertaining to the Edward Byrne Memorial Justice Assistance Grant and seeking permission to apply for equipment through the online federal system (requested 5 minutes) (action item)</li> </ul>
4	<ul style="list-style-type: none"> <li><del>Anita Hymas, Assessor, requesting to update the Appraisal System Analyst job description (requested 5 minutes) (action item)</del></li> </ul>
5	<ul style="list-style-type: none"> <li>Shanda Crystal, Procurement, regarding a request for potential signature on a contract with Retroscape, LLC (requested 5 minutes) (action item)</li> </ul>
6	<ul style="list-style-type: none"> <li>Dan Kendall, Buildings and Grounds, providing a monthly update</li> </ul>
7	<ul style="list-style-type: none"> <li>Emma Iannacone, Public Information Officer, providing a review of the nuclear interest survey results (requested 10 minutes) (action item)</li> </ul>
8	<ul style="list-style-type: none"> <li>Approve of Juvenile Detention Inspection held on April 7, 2026 (action item)</li> </ul>
9	<ul style="list-style-type: none"> <li>Discussion pertaining to a review of Rural Health Care Access Program Grant Application and potential signature on Letter of Support to apply for grant (requested 5 minutes) (potential action item)</li> </ul>
10	<ul style="list-style-type: none"> <li>Memorialize signature on purchase documents for Kinport Radio Tower (action item)</li> </ul>
11	<ul style="list-style-type: none"> <li>Signature on Resolution numbers: 2026-25 Adopting a Standardized Process for Press Releases and Digital Communications and 2026-26 Awarding Firearm to Retired Sheriff Deputy (action items)</li> </ul>
12	<b>Claims Agenda (action items):</b>
	<ul style="list-style-type: none"> <li>Board of Ambulance District: Invoices and Commissioner Report</li> <li>Board of Commissioners: Invoices, Commissioners Reports, and Credit Applications</li> <li>Personnel Actions with potential Executive Session under Idaho Code §§ 74-206(1)(a),(b)&amp;(d) for personnel actions or personnel records exempt from disclosure with potential action following adjournment of Executive Session</li> <li>Payroll Report</li> <li>Alcohol Licenses and Permits</li> </ul>

	<ul style="list-style-type: none"> <li>• Certificate of Residency Approval</li> <li>• Mileage Reimbursement Requests</li> <li>• Technology Request Form</li> <li>• Memorandum Authorization for Accounts Payable</li> <li>• Cardholder User Agreement and Authorization</li> <li>• Minutes: Approval of and signature on certification for meeting minutes for April 2, 7, and 9, 2026</li> </ul>
13	<del>Meeting to discuss water at the Wellness Complex (potential action item)</del>

## Meeting Notes

- 1 8:59 AM Hough called the meeting to order and moved to enter into the Ambulance District. The motion passed. Executive Assistant Autumn Baker and Division Chief of Training Mark Mendez appeared. Baker requested acceptance of GEMT funds which is more than anticipated and reported they just submitted for 2024 and 2025. Bullock moved to accept the funds. The motion passed. Hough moved to exit the Ambulance District. The motion passed.
- 2 9:03 AM Ben Tibbitts from Triple T Productions also appeared. Crowther reviewed the agreement is similar to last year and explained the proposed terms. Discussion ensued on water. Moser moved to approve the agreement with Triple T Productions. The motion passed.
- 3 9:07 AM Klauser reviewed the request to apply for the grant for equipment and that the funding is shared with the City of Pocatello. Bullock moved to approve applying for the grant. The motion passed.
- 4 Cancelled.
- 5 9:10 AM Crystal requested approval of a contract for Lava Ranches Phase II with Retroscape. Moser moved to sign the agreement. The motion passed.
- 6 9:11 AM Kendall reviewed ongoing projects that included the Annex door, sidewalk drainage, Juvenile Detention Center windows, Ag Extension sewer, courts, parking lot replacement, sprinklers and boilers, completion of Chambers next month, the Exhibit Hall, and the Landfill scale house.
- 7 9:21 AM Iannacone reported on the survey results regarding nuclear power. Discussion ensued on waste recycling and survey design and potential manipulation.
- 8 9:34 AM Moser moved to approve the inspection report for the Juvenile Detention Center. The motion passed.
- 9 9:35 AM Hough reviewed the request from a group in Marsh Valley for a letter of support for a grant regarding healthcare access in rural area. Hough moved to approve the letter. The motion passed.
- 10 9:36 AM Bullock moved to approve the document memorializing signatures for the Kinport Radio Tower purchase. The motion passed.
- 11 9:38 AM Bullock moved to approve Resolutions 2026-25 and 26. The motion passed.
- 12 9:38 AM Bullock moved to approve items on the claims and consent agenda. The motion passed.  
9:39 AM Phillips indicated the need to update some personnel matter through executive session. Hough moved to enter into executive session under Idaho Code §§ 74-206(1)(a), (b) and (d) regarding personnel. The motion passed by roll call vote. 10:03 AM Hough moved to exit executive session. The motion passed.
- 13 Cancelled.

## Action Item Summary

ACTION/DIRECTION	ASSIGNED TO
GEMT statement of payment for FY23 was accepted.	Ambulance
Agreement with Triple T Productions was approved.	Parks & Rec
Authorization was given to apply for the Edward Byrne Memorial Justice Assistance Grant.	Sheriff/Grant Team
Contract approved with Retroscape LLC for Lava Ranches Phase 2.	OEM
Juvenile Detention Center inspection report was approved.	Juvenile
Letter of support for RCAP Grant Application from Marsh Valley Mobile Medical was approved.	Commission
Kinport Radio Tower purchase documents were memorialized.	IT/E-911
Resolution Nos. 2026-25 Adopting a Standardized Process for Press Releases and Digital Communications and 2026-26 Awarding Firearm to Retired Sheriff Deputy were passed.	Clerk
Items on the claims agenda were approved.	Clerk/Auditing/Resolution
Executive session was held regarding personnel.	Clerk