

# Table of Contents

Agenda ..... 2

Request for approval of and potential signature on a Request for Ambulance Standby Fee Waiver (action item) ..... 4

Quarterly SIPH update ..... 6

Signature on contract for Gift of Life walk/run (action item) ..... 7

Signature on contract for ISU Haunted Science Library (action item) ..... 17

Signature on Rental Agreement for Pocatello Downs (action item) ..... 27

Requesting use of opioid funds for Bannock County employee training (action item) ..... 36

Seeking approval of and signature on the Contract for Services between Robobem PREA Auditing, LLC (action item) ..... 52

Requesting use of personal vehicle for travel to the IAC 2025 Legislative Conference in Boise. All motor pool vehicles have been reserved for that week (action item) ..... 62

Seeking to discuss outstanding invoices for the public defender’s copier and either termination of the agreement or transfer the copier to another department (action item) ..... 63

Regarding a discussion pertaining to waiving building permit fee; working toward a solution for code violation (action item) ..... 71

Requesting to discuss Title III Secure Rural Schools funds and the process required to use those funds (action item) ..... 72

Request to create a New Leader Orientation course (action item) ..... 73

## Commissioners' Agenda

---

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

Times subject to change within 15 minutes of stated time.

---

**Thursday, January 23, 2025**

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

### Claims Agenda:

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

### Work Session Agenda:

#### BOARD OF AMBULANCE DISTRICT

- Shane Grow, Assistant Chief – Pocatello Fire Department, regarding approval of and signature on Request for Ambulance Standby Fee Waiver (requested 5 minutes) (action item)

## BOARD OF COUNTY COMMISSIONERS

- Maggie Mann, Southeast Idaho Public Health, presenting a quarterly update
- Scott Crowther, Business Manager and Event Director, seeking approval of and potential signature on (1) contract for Gift of Life walk/run; (2) contract for ISU Haunted Science Library, and; (3) Rental Agreement for Pocatello Downs (requested 10 minutes) (action item)
- Jared Marchand, Courts, requesting use of opioid funds for Bannock County employee training (requested 5 minutes) (action item)
- Seth Scott, Juvenile Detention, seeking approval of and signature on the Contract for Services between Robobem PREA Auditing, LLC (requested 5 minutes) (action item)
- Ken Bullock, Commissioner, requesting use of personal vehicle for travel to the IAC 2025 Legislative Conference in Boise. All motor pool vehicles have been reserved for that week. (requested 5 minutes) (action item)
- Kristi Davenport, Management Assistant, seeking to discuss outstanding invoices for the public defender's copier and either termination of the agreement or transfer the copier to another department (requested 5 minutes) (action item)
- Janae Penrod, Code Enforcement, regarding a discussion pertaining to waiving building permit fee; working toward a solution for code violation (requested 10 minutes) (action item)
- Kristi Klauser, Comptroller, requesting to discuss Title III Secure Rural Schools funds and the process required to use those funds (requested 10 minutes) (action item)
- Matthew K. Phillips, Human Resources and Risk Management Director, requesting to create a New Leader Orientation course (requested 10 minutes) (action item)

10:30 AM - Elected Officials Meeting (potential action items)

### Agenda:

- Adam McKinney, Chief Technology Officer, discussing Cybersecurity and AI
- Kristi Klauser, Comptroller, to discuss PERSI
- Matthew K. Phillips, Human Resources and Risk Management Director, to discuss partnership with Healthy City USA for Employee Wellness opportunities
- Memos for unpaid leave
- General Discussion



## Bannock County Ambulance District

# Request for Ambulance Standby Fee Waiver

Request for Approval of Waiver of Fees for Bannock County Ambulance District must be made to the Board of Bannock County Commissioners. It is the responsibility of the requesting party to obtain a fee waiver from the Bannock County Commissioners for the event. Requests should be submitted to the Bannock County Commissioners 30 days in advance of event. When making such requests, please be mindful that BCAD must operate with sound financial decision making when it comes to scheduling personnel and resources. Additional personnel are required to fulfill ambulance standby requests so that the standard coverage for the community is not impacted. Requests for ambulance standby fee waiver for non-profit sponsored events is not enough merit on its own. Requestor, or organization's representative, must be present at Commission meeting.

Today's Date: January 14, 2025

Name: Britt Udy/ Travis Bell

Phone: 4064911179

Address: 1800 Bench Rd

City: Pocatello

State: Idaho

Zip: 83202

Email: britt.udy@portmed.org or belltr@sd25.us

Organization: IHSAA State Wrestling Championship Tournament

Name of Event: State High School Wrestling

Type of Event: Athletics

Event Location: ICCU Dome

Website for event:

Estimated number of attendees per day: 980+

Event Date(s): Feb 28- Mar 1, 2025

Total Hours of Standby Requested: 19-26

Matching Contribution: Balance remaining after waiver

Describe why waiver should be considered:

Portneuf Sports Medicine is covering a large scale event which will bring thousands of people to Pocatello. Our program's vision is to provide World Class Care to Idaho's Youth Athletes. Large scale wrestling tournaments are high risk events, a catastrophic injury is seconds from occurring. Having standby EMS on-site ensures instant top level care to compliment our Sports Medicine delivery. Having a cost reduction will help the IHSAA roll the money saved to benefit youth sports.

Signature:

eSigned via SeambaseDocs.com  
  
Key: 03ed7a3a7f56f13b0352e5e9da850e2f

Printed Name: Britt Udy

408 EAST WHITMAN  
POCATELLO, ID 83201



208.234.6201  
FAX: 208.233.4043

Ryan O'Hearn - Fire Chief

TO: BANNOCK COUNTY COMMISSIONERS  
FROM: SHANE GROW  
SUBJECT: FEE WAIVER REQUEST  
DATE: JANUARY 23, 2025  
CC: KRISTI DAVENPORT, KRISTI KLAUSER, AUTUMN BAKER

The ambulance district has received a request for ambulance standby at Idaho High School State Wrestling Championships at the ICCU Dome on February 28, 2025 and March 01, 2025. The request is for a total of 19 hours. Our typical fee for standby is \$170 per hour. The cost break down is listed in the table below. This covers the cost of overtime, fuel, potential supplies, and vehicle wear.

Fee Waiver 2/28/2025: (9 hours x \$170)	\$1530
Fee Waiver 3/01/2025: (10 hours x \$170)	\$1700
Total	\$3230

Note:

Please ensure the following is included or estimated to provide the commissioners with the best information to make a decision.

Bill amount

-Hard costs

-An idea of how much is requested to be waived (if applicable)

Provide and estimate of costs if one on shift person is used and if overtime is used as a comparison.



**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

**WORK SESSION REQUEST FORM**

Work Sessions are held on Thursdays at 9:15 a.m., unless otherwise noticed.

Email this completed form and any supporting documents to [agendarequest@bannockcounty.us](mailto:agendarequest@bannockcounty.us) by noon on Monday prior to the scheduled meeting.

**Name/Department:**

Maggie Mann - Southeast Idaho Public Health

**Concern/issue/question:**

Quarterly SIPH update

**Suggested solution?**

**How much time will be needed for this issue?**

15 minutes

**What meeting date is requested?**

1/23/25

**List of attendees:**

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

Commissioner Office Only:	
Date: <u>1/23/25</u>	Time: <u>9 A</u>



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

ERNIE MOSER  
 Commissioner  
 1st District

JEFF HOUGH  
 Commissioner  
 2nd District

JOHN CROWDER  
 Commissioner  
 3rd District

## WORK SESSION REQUEST FORM

Work Sessions are held on Thursdays at 9:15 a.m., unless otherwise noticed.

Email this completed form and any supporting documents to [agendarequest@bannockcounty.us](mailto:agendarequest@bannockcounty.us) by noon on Monday prior to the scheduled meeting.

**Name/Department:**

Event Center

**Concern/issue/question:**

Donor Connect Gift of Life walk/run would like to use Pavilion 3 & walking path around the park to do a 2k walk/5k run.

**Suggested solution?**

Approve Request

**How much time will be needed for this issue?**

5 minutes

**What meeting date is requested?**

1/23/25

**List of attendees:**

Scott Crowther, Chaney Nielson, Teri Jones, & Amber Davis

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

Commissioner Office Only:

Date: 1/23/25 Time: \_\_\_\_\_



**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 **Fax:** 208-237-4758

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) Donor Connect
- Contact Name: (who will sign the contract) Brady Dransfield Title: Public ED. Manager
- Mailing Address: 6065 S. Fashion Blvd. Suite 125
- City: Murray State: UT Zip Code: 84107
- Cell Phone: 8014192771 Email: brody.dransfield@donorconnect.life

**EVENT INFORMATION**

- Event Name: Gift of life walk/run Area Requested: Pavilion 3 & sidewalk around park
- Event Description: 2k walk/5k run-utilize sidewalk around park
- Event Date(s): June 28, 2025 Estimated Number of Attendees: 150
- Event Start Time: 7:00 am Event End Time: 11:00 am
- Additional Set-Up or Tear Down Days (if needed): June 27, 2025 (4 hours) 3:00pm-7:00 pm
- Paid Admission Event: YES X NO \_\_\_\_\_ Cost \_\_\_\_\_ Event Open to the Public: YES X NO \_\_\_\_\_
- 501(c)(3): YES X NO \_\_\_\_\_ Non-Profit Name: Donor Connect Tax ID #: 87-0447660
- 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 \$ \_\_\_\_\_ 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: \$ \_\_\_\_\_ (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 1/23/25  
Ernie Moser, Chairman

\_\_\_\_\_ Date 1/23/25  
Jeff Hough, Commissioner

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

\_\_\_\_\_ Date 1/23/25  
Ken Bullock, Commissioner

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

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

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

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

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

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

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

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

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

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

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

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

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

M. Modification. This Application and Agreement shall be modified on1y by a written agreement, duly executed by all parties hereto.

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

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

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

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

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

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

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

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

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

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

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

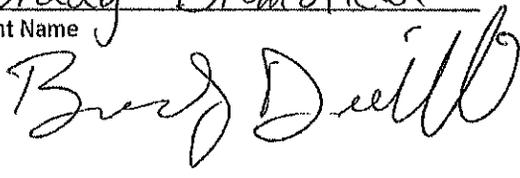
Y. Appropriations Clause. Bannock County's obligations under this Application and Agreement are conditioned upon the availability of Funds which are appropriated or allocated for such obligations. If funds are not allocated and available for the continuance of said obligations, the contract may be terminated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

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

11/20/24  
Date

Donor Connect  
Applicant

Brady Dransfield  
Print Name



## ADDITIONAL EVENT INFORMATION

EVENT NAME: Gift of Life Walk/Run

DATE: June 28, 2025

TIME OF EVENT: 7:00 am – 11:00 am

AREA: Pavilion 3 and sidewalk around the facility

### ADDITIONAL EVENT DETAILS:

Pavilion will serve as the gathering location for registration, program and closing comments. 2k/5k will take place on the sidewalk around the complex. This event honors donor families and celebrates the gift of life through organ, tissue, & eye donors.

### SPECIAL SET UP INSTRUCTIONS:

Power at the pavilion & access to restrooms. Picnic tables available at the pavilion. (This has never been a problem, we sure do appreciate working with you guys.)

Thank you

Brody

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	2 half days at \$50 each	\$100.00
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		

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				

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



ERNIE MOSER  
Commissioner  
1st District

JEFF HOUGH  
Commissioner  
2nd District

JOHN CROWDER  
Commissioner  
3rd District

### WORK SESSION REQUEST FORM

Work Sessions are held on Thursdays at 9:15 a.m., unless otherwise noticed.

Email this completed form and any supporting documents to

[agendarequest@bannockcounty.us](mailto:agendarequest@bannockcounty.us) by noon on Monday prior to the scheduled meeting.

Name/Department:

Event Center

Concern/issue/question:

ISU Physics is looking to use Building B with a fee waiver for the month of October 2025 for the Haunted Science Laboratory

Suggested solution?

approve the request

How much time will be needed for this issue?

5 minutes

What meeting date is requested?

1/23/25

List of attendees:

Scott Crowther, Chaney Nielson, Teri Jones, & Steven Shropshire

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

Commissioner Office Only:	
Date: 1/23/25	Time: _____



**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 **Fax:** 208-237-4758

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

**EVENT CENTER, WELLNESS COMPLEX AND FAIRGROUNDS CONTRACT**

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

**APPLICATION INFORMATION**

- Company/Origination Name: (event host) Idaho State University Physics
- Contact Name: (who will sign the contract) Steven Shropshire Title: Professor
- Mailing Address: ISU Dept. of physics, Mail Stop 8106
- City: Pocatello State: ID Zip Code: 83209
- Cell Phone: 208-251-0497 Email: shrostev@isu.edu

**EVENT INFORMATION**

- Event Name: ISU Haunted Science Laboratory Area Requested: Events Center Building B
- Event Description: Interactive science exhibits for school field trips, youth groups, and the public
- Event Date(s): 10/13/2025 - 10/25/2025 (13 days) Estimated Number of Attendees: 2600
- Event Start Time: 9:00 am (variable) Event End Time: 8:00 pm (variable)
- Additional Set-Up or Tear Down Days (if needed): 10/2/2025 - 10/12/2025, 10/26/2025 - 11/1/2025 (18 days)
- Paid Admission Event: YES  NO  Cost \$5 Event Open to the Public: YES  NO
- 501(c)(3): YES  NO  Non-Profit Name: Idaho State University Tax ID #: 826000924
- 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 apparitions of Lessee under this contract.

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

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

**THE APPLICANT SHALL:**

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

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

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

Not do any additional electrical wiring without permission of County.

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

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

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

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

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

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

The Lessee will pay the building/grounds rental fees thirty (30) days prior to the event (unless other arrangements are made prior to the event) in the amount of: \$ 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

BANNOCK COUNTY

\_\_\_\_\_ Date 1/23/25

Ernie Moser, Chairman

\_\_\_\_\_ Date 1/23/25

Jeff Hough, Commissioner

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

\_\_\_\_\_ Date 1/23/25

Ken Bullock, Commissioner

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11/26/2024  
Date

  
Applicant

Steven Shropshire  
Print Name

**ADDITIONAL EVENT INFORMATION**

EVENT NAME: ISU Haunted Science Laboratory

DATE: 10/2/25 - 10/25/25, field trips 10/13/25 - 10/24/25, public event 10/25/25, pack up 10/26/25 - 11/1/25

TIME OF EVENT: 7:00 am - 8:00 pm, variable, depending on date.

AREA: Commercial Building B

**ADDITIONAL EVENT DETAILS:**

A set of interactive science exhibits with a Halloween theme staffed by volunteers. The exhibits will be open at no charge to field trips from public and private schools and for youth groups. Exhibits will also be open to the public on 10/27 as a fund raiser for Kiwanis for a \$5 per person or \$10 per family fee. In 2024 over 2100 people visited the exhibits, mostly during the field trips. 27 schools from Pocatello, Chubbuck, Blackfoot, Rockland, Fort Hall, Idaho Falls, Malad, and Aberdeen participated. The number of days requested for set up, field trips, the public day, and pack up are the same as in 2024 .

**SPECIAL SET UP INSTRUCTIONS:**

Access to the building for set up will be needed at all times for the days listed. Additional tables and furnishings will be borrowed from ISU. The heavier cattle panels are preferred for the twelve 12-foot-long requested panels, as opposed to the lighter horse panels.

**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		
BCEC	Arena 1 or 2 Lights	\$25/Hour		Per Arena/Per Hour		
BCEC	Building B (Concrete Floor/Heated)	\$25	\$250	Hour/Full Day	31 days	\$7750
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	12 panels for 31 days	\$1860
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				



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

**ERNIE MOSER**  
 Commissioner  
 1st District

**JEFF HOUGH**  
 Commissioner  
 2nd District

**JOHN CROWDER**  
 Commissioner  
 3rd District

## WORK SESSION REQUEST FORM

Work Sessions are held on Thursdays at 9:15 a.m., unless otherwise noticed.

Email this completed form and any supporting documents to

[agendarequest@bannockcounty.us](mailto:agendarequest@bannockcounty.us) by noon on Monday prior to the scheduled meeting.

**Name/Department:**

Event Center

**Concern/issue/question:**

Request for Pocatello Downs to use the Grandstands and B- Building

**Suggested solution?**

Approve request

**How much time will be needed for this issue?**

5 minutes

**What meeting date is requested?**

1/23/24

**List of attendees:**

Scott Crowther, Chaney Nielson, Teri Jones, & LuKrena Schoonover

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

Commissioner Office Only:

Date: 1/23 Time: \_\_\_\_\_

## Bannock County Event Center Rental Agreement

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

### THE PARTIES AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

1. NAME OF EVENT: Pocatello Downs Horse Races
2. TERM OF AGREEMENT: Pocatello Downs will abide by all contractual agreements and requirements- This agreement shall be effective for a period of one (1) year for 2025 and shall include nine (9) dates.
3. RAIN DAYS: Rain days will be rescheduled as soon as possible and approved based on calendar availability. The Director, Operations Manager, or Event Coordinator to approve rescheduled days.
4. FACILITIES: This contract covers usage of the following Bannock County facilities: Bannock County racetrack, Bannock County upper arena, Bannock County grandstands, open barn, Bannock County announcer's booth, Bannock County PA system, Bannock County winners circle, Bannock County paddocks, Bannock County ticket booth, Bannock County betting windows, Elk Stage, Bannock County B Building. (User Fee is included).  
Pocatello Downs shall pay \$100.00 per month (\$1,200.00 per year) for the Bannock County office space. BANNOCK COUNTY is not responsible for any loss or damage to property.
5. HORSE STALLS: 50 trainer stalls will be provided to Pocatello Downs with the purpose of renting to incoming trainers during the period of this agreement with the following guidelines; Pocatello Downs will be responsible for cleaning all stalls used on race days and that are used by horsemen associated with Pocatello Downs. Pocatello Downs will deposit all stall waste into Bannock County bunkers.
6. TRACK: Pocatello Downs assumes all maintenance of track surface for the purpose of training from March 1 — September 30.
7. SPONSORSHIPS: BANNOCK COUNTY recognizes the right of Pocatello Downs to obtain and display Sponsorships for this Event. No discriminatory} vulgar or offensive advertising of any kind shall be permitted on Bannock County property, Additionally, BANNOCK COUNTY has current and ongoing independent

sponsorships displayed in certain areas at the Facilities to be used, Pocatello Downs shall in no way obstruct or hinder from view, any sponsorships BANNOCK COUNTY may currently have displayed at the time of the Event.

8. EQUIPMENT USE: Bannock County's water truck and operator will be available to Pocatello Downs for up to 8 hours on race days. The Bannock County water truck, loader or grader will be operated by authorized personnel only and permitted by the Director or Operations Manager. Use of these pieces will be scheduled 24 hours prior to use and dependent on availability. BANNOCK COUNTY will not have a utility tractor to move starting gates.
9. CONCESSIONS: Concessions located at the Bannock County Event Center will be operated and maintained by BANNOCK COUNTY staff, BANNOCK COUNTY staff is in no way obligated to operate said concessions on race days. If the concessions are open during race days, BANNOCK COUNTY will split concession profit with Pocatello Downs 50%/50% with Pocatello Downs receiving 50% AFTER costs of operation food, etc. are covered, BANNOCK COUNTY will notify Pocatello Downs if concessions will not be open during a certain race day.
10. ALCOHOL: Bannock County Event Center will receive 100% of all alcohol sales AFTER costs are covered during race days. Bannock County Event Center will operate beer/alcohol booth. Bannock County Event Center will purchase all alcohol for resale. Bannock County Event Center will maintain Bannock County's beer/alcohol booth to a high level and will be responsible for all damages that take place during use. Prior to Bannock County events, Bannock County Event Center will remove any unsold alcohol from Bannock County's property to limit county liability.
11. TOTE BOARD: Pocatello Downs will remove tote board from the arena after the race day concludes due to high volume of events scheduled at the Bannock County Upper Arena & Grandstands.
12. STORAGE: All storage in all areas, including but not limited to, the Bannock County office, Bannock County betting windows, and Bannock County beer booth will be removed and taken off Bannock County property on or before September 30 each year.
13. BANNOCK COUNTY LABOR: Additional labor and equipment will be charged at 100% of current Bannock County Fee Schedule.

Additional Labor = \$25.00 PER HOUR

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

Small Tractor with Operator = \$75.00 PER HOUR

**Acknowledgements:**

- The Pocatello Downs Contract is valid for 1 year ONLY with no promise of a future contract or the same pricing as previous approved contracts.
  - The BANNOCK COUNTY staff and others alike will be granted access to any Bannock County property at any time without question and/or denial. This includes but is not limited to the horse stalls, B Building, betting windows, crow's nest, etc. Standard accessibility (light trucks, UTVs, ECT) for BANNOCK COUNTY employees will be 24-hour access.
  - Pocatello Downs and all associates vacate stalls during Idaho High School Finals Rodeo,
  - The BANNOCK COUNTY staff retains the right to enter into contracts (not affiliated with Pocatello Downs) for rental of any Bannock County property at any time
  - Housekeeping: Pocatello Downs will keep the Bannock County Event Center clean, all garbage cans will be kept in obvious and accessible locations and will be emptied by BANNOCK COUNTY staff. Roll off container is to be used for boxes, feed bags, etc. The Bannock County Grandstands are to be clear of all garbage, including but not limited to, beer cans, concessions debris, flyers, betting tickets.
  - The Bannock County PA system is to be turned off after race days conclude.
  - The BANNOCK COUNTY water pump is not to be used Monday through Sunday from 9PM 7AM due to field watering schedule and danger to booster pump.
  - Normal operating hours on non-event days for BANNOCK COUNTY employees will be between 10AM-4PM (operating equipment, manure hauling, etc.)
  - Emergencies may necessitate need to operate equipment outside of these hourly parameters.
  - When possible, BANNOCK COUNTY shall notify Pocatello Downs of upcoming events in the upper arena.
  - BANNOCK COUNTY shall work the track to satisfactory condition after events that require track closure.
14. **INSURANCE:** Pocatello Downs shall provide a Certificate of Liability Insurance naming BANNOCK COUNTY and agents as additionally insured in a \$1,000,000 combined single limit policy, which shall be delivered to the Bannock County Event Center Office ten (10) days prior to the Event.

15. **HAZARDOUS ACTIVITY:** Pocatello Downs recognizes this Event has activities which carry inherent risk or injury, property destruction or death. As such, Pocatello Downs shall obtain waivers and/or releases of liability from any and all participants in the activities. Said waivers shall contain, at a minimum, language contained in Paragraph 15(a). Said waivers are subject to the approval of BANNOCK COUNTY prior to use of the Facilities. Copies of signed waivers shall be provided to BANNOCK COUNTY upon request. This requirement does not, in any way, abrogate the requirement for indemnification contained herein, abrogate the invocation of sovereign immunity herein, eliminate the requirement by the County for proof of sufficient insurance, nor abrogate any defenses or immunities provided by law.
  - a. Pocatello Downs shall have participants sign a release and discharge of Bannock County, its elected and appointed officials, and employees and agents from all actions, causes of action, damages, claims or demands for all known or unknown personal injuries, property damage or death resulting from or arising out of any participation in the above described activity or event.
16. **WARRANTIES:** There are no express or implied warranties provided by BANNOCK COUNTY. Pocatello Downs, in executing this agreement, is relying upon its own judgement, information, and inspection of the property.
17. **ENTRY BY BANNOCK COUNTY:** BANNOCK COUNTY shall have the right to enter the Facilities at any time to examine the same and determine proper use and compliance with this Agreement.
18. **ASSIGNMENT OR SUBLETTING PROHIBITED:** Pocatello Downs shall not assign this rental agreement nor sublet the whole or any part thereof without the written consent of BANNOCK COUNTY, except as authorized in this agreement in Paragraph 5, Horse Stalls, and Paragraph 10, Vendors.
19. **TERMINATION:** That outside of a termination for breach of contract, either party may terminate the contract with written 90 days' notice to other party- In the event of such breach, and prior to terminating, the party alleging any breach must notify the other party, in writing, and state the nature of the breach, giving the breaching party an opportunity to cure. Except as may be otherwise provided in this Agreement, such breach by either party will result in the other party being responsible to reimburse the non-defaulting party for all costs incurred directly as a result of the breach of this Agreement, and shall be subject to such damages as may be allowed by law including all attorneys' fees and costs of enforcing this Agreement.

20. GOOD FAITH: BANNOCK COUNTY and Pocatello Downs shall continue to engage in good-faith communication and negotiation during the term of this agreement to help keep costs low for use by Pocatello Downs, while also contemplating the actual costs to BANNOCK COUNTY.
21. ENTIRE AGREEMENT: This is the entire agreement of the parties and can only be modified or amended in writing by the parties.
22. ATTORNEY FEES: If action is brought to enforce the terms or provisions of this lease or to enforce forfeiture for default or to collect damages for breach, the prevailing party in such action shall be entitled to recover from the losing party reasonable attorney fees together with costs authorized by law.
23. NOTICES: Any notice required under this Agreement may be served upon BANNOCK COUNTY by hand delivery or USPS First-Class Mail, to Bannock County Event Center Office at 10588 Fairgrounds Road, Pocatello, ID 83201, and any notice may be served upon Pocatello Downs by hand delivery or USPS First Class Mail to Pocatello Downs, Inc. Service of a notice by US Mail shall be deemed complete upon the date of the postmarks by US Mail, Either party may change the address for services of notice by written notice to the other party.
24. ADDITIONAL ITEM: Pocatello Downs receives permission from Bannock County to simulcast (broadcast) events.

DATE this \_\_\_\_\_ day of \_\_\_\_\_, 2025

BANNOCK COUNTY

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

Ernie Moser, Chairman

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

Jeff Hough, Commissioner

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

Ken Bullock, Commissioner

Pocatello Downs, INC.

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

LuKrena Schoonover, President

DATE this \_\_\_\_\_ day of \_\_\_\_\_, 2025

BANNOCK COUNTY

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

Ernie Moser, Chairman

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

Jeff Hough, Commissioner

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

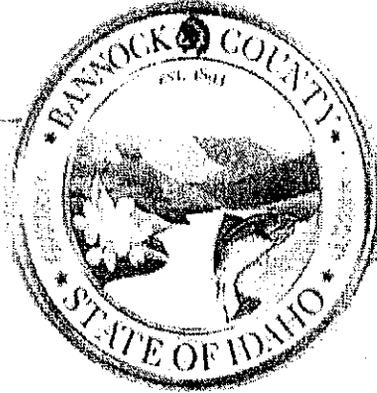
John Crowder, Commissioner

Pocatello Downs, INC

BY: LuKrena Schoonover Date: 12/20/24

LuKrena Schoonover, President

May 3, 4, 11, 18, 25  
June 29  
July 11, 20



BANNOCK COUNTY COMMISSIONERS  
624 E. Center, Pocatello, ID 83401  
Phone: (208) 233-2200 • Fax: (208) 233-2201

ERNIE MOSER  
Commissioner  
1st District

JEFF HOUGH  
Commissioner  
2nd District

KEN BULLOCK  
Commissioner  
3rd District

**WORK SESSION REQUEST FORM**

Work Sessions are held on Thursdays at 9:15 a.m., unless otherwise noticed.  
Email this completed form and any supporting documents to  
[agendarequest@bannockcounty.us](mailto:agendarequest@bannockcounty.us) by noon on Monday prior to the scheduled meeting.

**Name/Department:**

Jared Marchand / Courts

**Concern/issue/question:**

Use of Opioid funds for Bannock County Employee training

**Suggested solution?**

I am requesting funds from our Bannock County Opioid Settlement Fund to send four Bannock County Employees to the Rise 25 National Drug Court Training in Orlando, Florida.

**How much time will be needed for this issue?**

5 minutes

**What meeting date is requested?**

1/23/25

**List of attendees:**

Jared Marchand

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

Commissioner Office Only:	
Date: 1/23/25	Time: _____

DISTRICT COURT  
SIXTH JUDICIAL DISTRICT  
STATE OF IDAHO

Jared Marchand  
Treatment Court District Manager  
Sixth Judicial District  
Phone (208)236-7010  
Fax (208)236-7011



Bannock County Courthouse  
624 East Center #305  
Pocatello, ID 83201

January 16, 2025

To: Kristi Klauser – Bannock County Comptroller  
Bannock County Commissioners

RE: Use of Opioid funds for Bannock County Employee Training

When reviewing the Part One: Treatment under section A treat Opioid Use Disorder (OUD) – Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

7. Scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD or mental health conditions, including but not limited to training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.

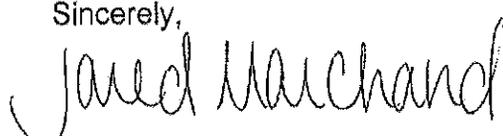
I am requesting funds from our Bannock County Opioid Settlement Fund to send four Bannock County Employees to the Rise 25 National Drug Court Training in Orlando, Florida. The Rise 25 Conference includes content for treatment courts of every size and region. This conference will support our team and help them gain new tactics, insights and an increased ability to improve the success of our treatment and treatment courts. Our courts here in the Sixth Judicial District are not immune from the opioid epidemic and opioids effect every single court and treatment court we have in Bannock County. Our team will hear from experts on what concerns them now and in the future on topics that matter most to treatment and treatment courts. Team members will have the ability to attend discipline specific courses and improve upon and add to their skill set. As the District Manager, I see the effect opiates have on our participants, their families, and our treatment courts and feel it very important that our team learns how to monitor and work with this vastly evolving problem.

Below is an approximate cost of what it would cost to send three Bannock County team members to Orlando:

Proposed Employees: Diana Chavez – D6 Treatment Counselor  
 Kayla Frandsen – D6 Treatment Counselor  
 Katie Avichouser – Court Coordinator Wood and Juvenile  
 Greg Hotrum – Bannock County Prosecutor Mental Health Court

Expense	Guideline	Cost	Total:
Conference Registration	\$895 for non-members	\$895.00	\$3,580.00
Flight	Webs earch	\$799.00	\$3,196.00
Lodging	Will utilize GSA hotels \$157.50 w/ taxes and fees. May 27 <sup>th</sup> – June 1 <sup>st</sup> (6 nights)	\$945.00	\$3,780.00
Transportation	Airport to hotel – rideshare	\$100.00	\$100.00
Transportation	Hotel to airport – rideshare	\$100.00	\$100.00
Food per diem	IRS local rate is \$80.00	\$440.00	\$1,760.00
		Total:	\$12,516.00

Please let me know if you need any further information. I am happy to help in which ever way best supports our entire team from Auditing to the Court.

Sincerely,  
  
 Jared Marchand  
 Treatment Court District Manger

**BANNOCK COUNTY COMMISSIONERS**

\_\_\_\_\_  
 Chairman

\_\_\_\_\_  
 Commissioner

\_\_\_\_\_  
 Commissioner

1/23/25

## RISE 2025 Confrence - Opioid Request

Name:	Expense	Cost	Department	Position	Court
Avichouser, Katie	Confrence	\$ 895.00	Bannock County Employee	County Coordinator	JDC
	Flight	\$ 799.00			
	Hotel	\$ 945.00			
	Per Diem	\$ 440.00			
Chavez, Diana	Confrence	\$ 895.00	Bannock County Employee	D6 Treatment	BCFTC
	Flight	\$ 799.00			
	Hotel	\$ 945.00			
	Per Diem	\$ 440.00			
Hotrum, Greg	Confrence	\$ 895.00	Bannock County Employee	Prosecutor	MHC
	Flight	\$ 799.00			
	Hotel	\$ 945.00			
	Per Diem	\$ 440.00			
Fransden, Kayla	Confrence	\$ 895.00	Bannock County Employee	D6 Treatment	FTC
	Flight	\$ 799.00			
	Hotel	\$ 945.00			
	Per Diem	\$ 440.00			
Total		<b>\$ 12,316.00</b>			

# RISE 25

May 28-31, 2025 • Kissimmee, Florida

## Registration

### RISE25 Registration Information

*Registration for RISE25 will open in January 2025.*

RISE25 will be held at the Gaylord Palms Resort & Convention Center, located at 6000 W Osceola Pkwy, Kissimmee, FL 34746.

### Join All Rise and Save

Join All Rise and save on registration! To renew your membership or join for the first time, [click here](#).

To receive the membership discount, your membership must be paid in full, and you must use the email address associated with your membership when registering.

Member - \$795

~~\* Non-Member - \$895 \*~~

Speaker - \$495

International - \$595

Mentor Boot Camp/Coordinator - \$495

Exhibitor - \$495

After April 30

All Rise cannot provide one-day rates, student discounts, or scholarships to conference attendees.



## Payment Policy

All Rise accepts all major credit cards and checks for payment; purchase orders are not accepted.

Please call (703) 575-9424 to pay via credit card.

Check payments should be made payable to **All Rise for Justice** and sent to:

All Rise for Justice  
PO Box 79289  
Baltimore, MD 21279

Please include a copy of your invoice with your payment.

The registration payment deadline is **May 9, 2025**

If All Rise has not received your registration payment on or before May 9, you will be responsible for providing a credit card onsite for a hold until we receive your payment.

5/23/2025

## Registration Cancellation

If you need to cancel your registration, please contact us at [registration@allrise.org](mailto:registration@allrise.org).

If a refund is due, requests must contain the following information:

- Name(s) of the individual(s) cancelling their registration.
- If you used a credit card to pay for your registration, include the last four digits of the card you used to pay.
- All Rise will not provide check refunds – all refunds for those who paid with a check will be done by ACH.

## Cancellation Costs

Cancellations received between the date registration payment is received and April 11 receive a full refund, minus a \$150 administrative fee.

Cancellations received between April 12 and May 9 receive back 50% of their registration cost. After May 9, no refunds are available.

Registrants should consider purchasing trip insurance to cover hotel, air, transportation, and any other expenses. In the event the conference is cancelled, All Rise will only refund registration fees.

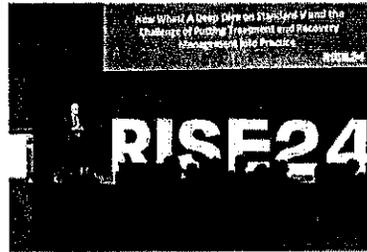
## Registration Transfers

Please email your transfer request to [registration@alliscu.org](mailto:registration@alliscu.org). Note that transfers are unavailable after May 9 and will not be offered on-site.

### Registration Questions

Contact All Rise at [registration@alliscu.org](mailto:registration@alliscu.org) or 703-575-9424.

### Explore RISE



RISE24 Recap



About RISE



Justification Toolkit



Registration

© 2025 RISE Conference | Powered by [alliscu.org](https://www.alliscu.org)

For more information, contact [registration@alliscu.org](mailto:registration@alliscu.org) or 703-575-9424.

**Schedule at a GlanceRISE25****General Session/Lunch Assignments****BLUE:** Attendees from Alabama-Missouri**ORANGE:** Attendees from Montana-Wyoming, plus Washington, D.C., U.S. territories, and International registrants**Wednesday, May 28**

- **Discipline Breakouts**

8:00 - 9:00 a.m.

- **Training Sessions**

9:15 - 10:30 a.m.

- **General Session 1 (Blue) / Lunch 1 (Orange)**

11:00 a.m. - 12:15 p.m.

- **General Session 1 (Orange) / Lunch 1 (Blue)**

12:45 - 2:00 p.m.

- **Skill-Building Sessions**

2:30 - 5:30 p.m.

**Thursday, May 29**

- **Track Sessions**

8:00 - 9:15 a.m.

- **Track Sessions**

9:30 - 10:45 a.m.

- **General Session 2 (Blue) / Lunch 2 (Orange)**

11:00 a.m. - 12:15 p.m.

- **General Session 2 (Orange) / Lunch 2 (Blue)**

12:45 - 2:00 p.m.

- **Track Sessions**

2:30 - 3:45 p.m.

- **Track Sessions**

4:00 - 5:15 p.m.

**Friday, May 30**

- **Concurrent Sessions**

8:00 - 9:15 a.m.

- **Concurrent Sessions**

9:30 - 10:45 a.m.

- **General Session 3 (Blue) / Lunch 3 (Orange)**

11:00 a.m. - 12:15 p.m.

- **General Session 3 (Orange) / Lunch 3 (Blue)**

12:45 - 2:00 p.m.

- **Concurrent Sessions**

2:30 - 3:45 p.m.

- **Concurrent Sessions**

4:00 - 5:15 p.m.

**Saturday, May 31**

- **Concurrent Sessions**

8:00 - 9:15 a.m.

- **Concurrent Sessions**

9:30 - 10:45 a.m.

- **General Session 4**

11:00 a.m. - 12:15 p.m.

View Flight

UPGRADE

View Up

\$160.00

UPGRADE

Per Person



### First Class

- All the comforts of Delta's First Class
- Premium food with extra service and care
- Delta SkyMiles® to help you reach your destination

\$790.00

UPGRADE

Per Person



View Seats

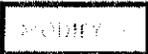
View a map of the plane and select your seats

**SELECT SEATS**



Delta and third parties collect data as necessary to provide this website and for enhanced functionality, analytics and marketing, as outlined in Delta's Privacy Policy.

May 27, 2025



SIGN UP



**GENERAL CONDITIONS OF PURCHASE**

You agree to accept all Fare Rules, all Trip Extras Terms and Conditions, and all terms in the Contract of Carriage applicable to your ticket (**Domestic** for itineraries entirely within the United States, **Canada** for itineraries between the United States and Canada, or **International** for all other itineraries.)

Once your ticket is purchased, **Risk-Free Cancellation** may apply. No contract exists until you receive confirmation that payment was received and processed.

In addition, you understand that Delta Air Lines will pass personal data provided in connection with this booking to government authorities for security purposes. I accept the **Privacy Policy**.

View **Fare Rules, Change & Cancellation Policies**. This ticket is **changeable / nonrefundable**. Fees may apply. If you do not show up for any flight in your itinerary without notifying us or changing/cancelling your flight before it departs, we will cancel all remaining flights in the itinerary and the ticket will have no remaining value.

The advertised price is not an offer and is subject to change. All prices are (USD) unless otherwise noted. You may see separate transaction to your credit card based on the vendors and the products you are purchasing. Amounts may vary depending on the rate of exchange at time of transaction. **Hazardous Materials**, In-flight services and amenities may vary and are **subject to change**.

For customers that may require additional assistance during travel, please visit **Delta's Accessible Travel Services** for more information.

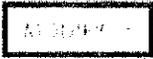
**BAGGAGE ALLOWANCE**

Final baggage fees will be assessed and charged at time of check in. By making this booking, you understand that flammables, batteries, explosives, and aerosols are prohibited from being included in all baggage. For full details, please review our **Baggage Policy**.

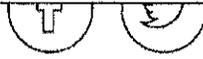
↗ This link opens another site in a new window that may not follow the same accessibility policies as Delta Air Lines.

Delta and third parties collect data as necessary to provide this website and for enhanced functionality, analytics and marketing, as outlined in Delta's **Privacy Policy**.

May 27 to 1



SIGN IN



United States - English

Español

Delta and third parties collect data as necessary to provide this website and for enhanced functionality, analytics and marketing, as outlined in Delta's Privacy Policy.

Apply 22-1001

MOBILE

SIGN UP



Enjoy your first checked bag free on Delta flights

\$0 Introductory Annual Fee For The First Year, Then \$150

*\*Statement credit issued approximately 8-12 weeks after you make a Delta purchase on your Card in your first 6 months. Bonus Miles will be issued after you make \$4,000 in eligible purchases on your new Card in your first 6 months. See Terms below.*

Rates & Fees

Offer Terms

Benefit Terms

Apply for the Delta SkyMiles® Gold Business American Express Card

AMEX Statement Credit\*

-\$400.00

**Total After Statement Credit**

**\$ 398.36 USD**

Amount Due  
(1 Passenger)

**\$798.36 USD**

As a SkyMiles Member,  
you could earn:

3,485 Miles | \$697 MQDs



24 HR RISK-FREE  
CANCELLATION

CONTINUE TO REVIEW & PAY

See Terms Below.

### Terms and Conditions

Delta and third parties collect data as necessary to provide this website and for enhanced functionality, analytics and marketing, as outlined in Delta's [Privacy Policy](#).

May 17, 2025

MODIFY

SIGN UP

LOG IN

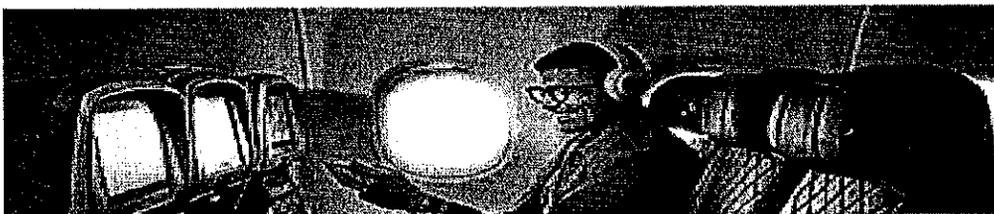


-   
 Start Over
-   
**Trip Summary**
-   
 Review & Pay
-   
 Confirmation

# Trip Summary

<b>Outbound</b>	DL3856 <sup>1</sup> , DL2032	PIH ▶ MCO
Change Flight	Tue, May 27 6:25am - 3:55pm Main	1 stop 7h 30m
<b>Return</b>	DL2025, DL3825 <sup>1</sup>	MCO ▶ PIH
Change Flight	Sun, Jun 01 7:10am - 12:28pm Main	1 stop 7h 18m

Changeable / Nonrefundable



Delta and third parties collect data as necessary to provide this website and for enhanced functionality, analytics and marketing, as outlined in Delta's Privacy Policy.

1  
UND  
ERST  
AND

# RISE 25

May 28-31, 2025 • Kissimmee, Florida

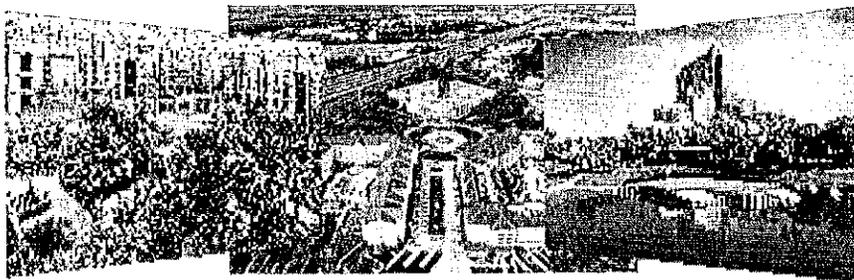
## Customize Your Experience

### RISE Housing: Choose Your Own Adventure!

*Housing for RISE25 will open in January. Act fast when housing opens! We expect the room blocks to sell out.*

The best way to be sure that you're ready to reserve housing is to sign up for email alerts from All Rise. If you're not already on our email list, [click here](#) to sign up. The deadline to reserve housing is April 18, 2025.

RISE25 will be held at the Gaylord Palms Resort & Convention Center, located at 6000 W Osceola Pkwy, Kissimmee, FL 34746. This year, RISE will have room blocks at three exceptional locations, providing customizable options for you to make the most of your personal RISE experience: the Gaylord Palms Resort & Convention Center (headquarters hotel), the Orlando World Center Marriott, and the Marriott Village Orlando. Shuttle buses will be available throughout the day to transport guests to and from RISE25 sessions at the Gaylord Palms.



*The Marriott Village Orlando*



### Gaylord Palms Resort & Convention Center

The beautiful Gaylord Palms Resort & Convention Center is the RISE25 headquarters hotel.

The Gaylord Palms is located in Kissimmee (Osceola County), and the per diem rate is \$110 + 12.5% tax =

\* \$125.95

### Orlando World Center Marriott

Just minutes from the Gaylord Palms sits the magnificent Orlando World Center Marriott.

The Orlando World Center Marriott is located in Orlando (Orange County), and the per diem rate is \$140 + 12.5%

\* tax = \$157.50

### Marriott Village Orlando

Three amazing hotels in a single destination, including a Courtyard Marriott, Fairfield Inn & Suites, and Springhill Suites.

The Marriott Village Orlando is located in Orlando (Orange County), and the per

\* diem rate is \$140 + 12.5% tax = \$157.50

## Cancellation Policy

All reservations require 30 days' notice for cancellations. If you cancel within 30 days of arrival, your credit card will be charged a NON-REFUNDABLE one-night room and tax.

## Payment Information

Upon making your reservation, you will guarantee your room with a major credit card. Your credit card will not be charged at the time of reservation. Thirty days before arrival, a non-refundable one-night room and tax will be charged to the credit card on file.

## Housing Misrepresentations

There are companies that contact exhibitors claiming to offer good deals on hotel rooms for RISE Conferences. They falsely claim to be affiliated with All Rise or NADCP; they aren't. If you provide your credit card information to one of these companies that is not affiliated with us, your card may be charged and there is the potential that you will not have a room upon your arrival and your recourse is very limited. This practice is sometimes referred to as "Housing Pirates."

### Reporting Possible Fraudulent Contact

If you are contacted by someone purporting to represent All Rise/NADCP Housing Bureau, please let us know immediately. Where appropriate, we will inform others in an attempt to stop potential fraudulent behavior. Contact [nadcp@allrise.org](mailto:nadcp@allrise.org) with the details of the contact.

Explore RISE



An official website of the United States government



U.S. General Services Administration

# FY 2025 per diem rates for Orlando, Florida

Change fiscal year: or

Daily lodging rates (excluding taxes) | October 2024 - September 2025

Cities not appearing below may be located within a county for which rates are listed. To determine the county a destination is located in, visit the [Census Geocoder](#).

Primary destination	County	2024 Oct	Nov	Dec	2025 Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Orlando	Orange	\$140	\$140	\$140	\$169	\$169	\$169	\$140	\$140	\$140	\$140	\$140	\$140

## Meals and incidental expenses (M&IE) rates and breakdown

The M&IE total is the full daily amount for a single calendar day when that day is neither the first nor last day of travel. The amount received on the first and last day of travel equals 75% of the M&IE total. See [M&IE breakdowns](#) for information related to the individual meal amounts.

Primary destination	County	M&IE total	Breakfast	Lunch	Dinner	Incidental expenses	First and last day of travel
Orlando	Orange	\$80	\$20	\$22	\$33	\$5	\$60.00

Additional per diem topics

Need more information?

Related topics

- [Travel resources](#)



FOR COMMISSION OFFICE USE:

DATE 1/23/25TIME 9A

## 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: **Approval and signatures on PREA Audit Contract**

Informational background: **Staff member's wife had baby sooner than planned and it changed the planned schedule**

- |   |                                    |
|---|------------------------------------|
| 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>\$6,200 which is in budget.</b> |
| 6. Have all supporting documents been included with this form?  | <b>Yes</b>                         |
| 7. Will you be using presentation software or have other presentation needs?  | <b>NO</b>                          |
| 8. Name and contact information for others who should be invited to attend:   | <b>None</b>                        |
| 9. Is this item related to software or technology? (if YES, please submit to the CTO/Computer Services Department prior to agenda scheduling) | <b>NO</b>                          |

CONTRACT FOR SERVICES BETWEEN Robobem PREA Auditing LLC,  
AND  
DISTRICT VI JUVENILE DETENTION CENTER BANNOCK COUNTY IDAHO

This CONTRACT is entered into by and between Robobem PREA Auditing LLC, whose principal office is at PO Box 324, Loon Lake, WA 99148 and the District VI Juvenile Detention Center Bannock County Idaho, whose principal office is located at 137 South 5<sup>th</sup> Avenue, Pocatello, Idaho 83201.

WHEREAS, the Prison Rape Elimination Act (PREA) was passed in 2003 to "provide for the analysis of the incidence and effects of prison rape in Federal, State, and local institutions and to provide information, resources, recommendations and funding to protect individuals from prison rape"; and

WHEREAS, PREA and the regulations implementing PREA require that qualifying detention facilities be audited periodically to determine compliance with PREA standards;

WHEREAS, the Agency operates the DISTRICT VI JUVENILE DETENTION CENTER BANNOCK COUNTY IDAHO, a qualifying detention facility, and seeks to enter into a contract for PREA audit services; and

WHEREAS, Robobem PREA Auditing LLC has an Auditor in its employ who is certified by the U.S. Department of Justice to conduct PREA audits; and

WHEREAS, the Agency has established a budget and provided for the purchase of such services; and  
WHEREAS, the parties now desire to enter into a contract to provide PREA auditing services.

NOW, THEREFORE, under the terms and conditions set forth herein, it is further agreed between the parties as follows:

I. **General Terms**

1. **Recitals.** The parties agree that the above "whereas" clauses are correct and hereby accept them in all respects.
2. **Term.** The TERM of this Agreement shall be from **February 1, 2025**, through the completion of all task assignments identified herein, at which time this Agreement shall end.
3. **PREA Auditing Standards.** The Agency and the Auditor shall comply with the requirements set forth in the PREA auditing standards provided in 28 C.F.R. 115.401-05 (2013), a copy of which is attached hereto and incorporated herein as **Exhibit A**.
4. **Compensation.** The parties agree that Robobem PREA Auditing LLC shall be compensated for the Pre-onsite audit phase, which includes travel, administrative preparation, audit posting notification, communication with the Agency, Pre-audit questionnaire review, review of files, records and documents, contact with community-based organizations and internet research. Robobem PREA Auditing LLC shall be compensated for the Post on-site Audit phase, which includes travel, triangulation of evidence, drafting of the interim report, corrective action planning, technical assistance during the corrective action period,

verification of corrective action plans and drafting of the final report.

Pre on-site Audit phase 40 hours at \$60.00 per hour	\$2400.00
Onsite visit two days \$200.00 per day	\$400.00
Travel and hotel accommodations	\$1000.00
Post on-site Audit phase 40 hours at \$60.00 per hour	\$2400.00
	\$6200.00

The parties agree that payment is due and payable as follows: Robobem PREA Auditing LLC will invoice the designated Agency representative 45 days after the completion of the on-site visit. Payment is expected 60 days after the completion of the on-site visit.

### **PREA Auditing Standards**

#### **II. Auditor**

**Designated Auditor.** For the purpose of this Audit, the Designated Auditor is Robert Palmquist, the Managing Partner of Robobem PREA Auditing LLC, who is certified by the Department of Justice to conduct PREA audits. The Auditor may employ or partner with other auditors or staff. However, one designated Auditor shall be the responsible Auditor for this Contract and the PREA Auditing standards. As noted, the Designated Auditor is Robert Palmquist.

- **Auditor Staff.** In addition to the Auditor, only individuals authorized by the Auditor and the Agency may be present during the on-site portion of the Audit to assist the Auditor.
- **Auditor Fees and Expenses.** See Section 1, paragraph 4: Compensation.
- **Prohibition on Additional Compensation.** The Auditor shall not accept any compensation for the conduct of the Audit not set forth in this Contract.
- **Ex-Parte Communication.** The Auditor shall be permitted to initiate and receive ex parte communication with the community stakeholders, the PREA Resource Center, the Department of Justice, inmates, detainees, residents, and other interested parties.
- **Auditor Responsibility and Authority.** The Auditor shall have the responsibility and authority to independently observe, assess, review and report on the Agency's implementation and compliance with the National PREA Standards. In order to accurately assess compliance at the facility, the Auditor shall: conduct an on-site inspection; observe programs and activities; interview pertinent administrators, professional staff, correctional staff, and Contractors; individually interview a sampling of inmates; review a sampling of videotapes from housing units; conduct detailed reviews of inmate records and other pertinent documents and reports. The Auditor shall spend sufficient time at the facility to assess day-to-day operations and conditions accurately. The Auditor shall be responsible for independently verifying representation from the Agency regarding facility compliance.
- **Delivery of Contract to PRC.** Upon finalization, the Auditor shall provide a copy of this Contract to the PREA Resource Center for purposes of tracking Auditor activity.

- **Auditing Schedule.** The Auditor shall provide the Agency with a tentative schedule of activities during any on-site visits at least five days prior to arrival at the facility.
- **Public Statements.** Except as required or authorized by the PREA auditing standards; federal, state or local law; judicial order; this Contract; or as permitted by the Agency, the Auditor shall not make any oral or written public statements - including, but not limited to, statements to the press, conference presentations, lectures or articles - concerning: the status of the Agency's compliance or noncompliance with the PREA standards, or any act or omission of the Agency or its agents, representatives or employees.
- **Testimony.** Except as required or authorized by the terms of this Contract, or by permission of the Agency, the Auditor shall not testify in any litigation or proceeding with regard to the status of the Agency's compliance or noncompliance with the National PREA Standards; or any act or omission of the Agency or its agents, representatives or employees, unless otherwise lawfully compelled to do so. If the Auditor is lawfully compelled to provide such information, the Auditor shall promptly notify the Agency.
- **Conflict of Interest.** The Auditor shall not accept employment or provide consulting services that would present a conflict of interest with his responsibilities under this Contract, with the PREA auditing standards, or with auditor ethical guidance provided by the PREA Resource Center or the Department of Justice, including, but not limited to, being employed or retained by the Agency for purposes other than PREA auditing during the three year period prior to the Audit, or during the three year period subsequent to the Audit.
- **Auditor Independence.** Neither the Agency, nor any employee or agent of the Agency, shall have any supervisory authority over the Auditors activities, reports, findings, or recommendations.
- **Termination of the Auditor.** The Auditor may be terminated if the Agency and the Department of Justice agree upon good cause shown. Good cause shall include, among other things, any violation of the PREA Standards; or federal, state, or local law, which reasonably calls into question the Auditor's fitness to continue serving as the Auditor. *See also* § IV.
- **Audit Report Delivery.** The Auditor shall provide the audit report to the Agency Head and the facility superintendent within 45 calendar days of the conclusion of the Auditor's on-site visit. If there are no standards requiring corrective action, the audit report shall be considered final.
- **Corrective Action Process.** If the audit report indicates that corrective action is required, the Auditor and the Agency shall promptly and jointly develop a corrective action plan toward achieving compliance with all standards. The corrective action plan shall contain a timeline for specific minimal remedial measures the Agency shall take to achieve compliance within a 180-day corrective action period. The Agency shall deliver, and the Auditor shall review and comment upon, deliverables provided to the Auditor pursuant to the corrective action

timeline. After the 180-day corrective action period, the Auditor shall issue his final report.

### III. The Agency Responsibility and Audit

- **Tentative Audit Timeline.** The parties tentatively agree that the initial on-site visit for the Audit will occur during the following week: **September 25-26, 2025** (subject to change).
- **Maintenance of Documentation and Information.** Any and all documentation (including electronic documentation) required by the National PREA Standards shall be maintained and secured by the Agency. The Auditor is authorized to request, review, and retain all such documentation prior to, during and after the on-site visit.
- **Auditor Access.** The Agency shall ensure that the Auditor has access to the facility, documentation (including electronically-stored information), personnel, and inmates, consistent with the auditing standards, until the issuance of the final report.
- **Posting of Auditor Contact Information.** The Agency shall ensure that Auditor contact information, together with a statement of confidentiality, shall be conspicuously displayed in all inmate housing units of the facility to be audited for the six-week period prior to the on-site visit.
- **External Advocacy Organizations.** The Agency shall work in good faith to identify and provide the Auditor with contact information for community-based or victim advocates who may have insight into relevant conditions in the facility in order to permit the Auditor to fulfill his obligations under 28 C.F.R. 115.401(0).
- **Access to External Investigative Personnel.** The Agency shall make best efforts to obtain and provide information and personnel from external investigative entities relevant to compliance with the National PREA Standards to the Auditor.
- **Auditor Workspace and Electronics.** During any on-site visit, the Agency shall provide the Auditor with a reasonable workspace and permit the Auditor to maintain a laptop computer, access to or bring in a mobile telephone within that workspace.
- **Publication of Audit Report.** The Agency shall publish the final audit reports on the Agency website within 30 days of receipt of reports.
- **Retaliation Safeguards.** The Agency agrees that it shall not retaliate against any person because that person has provided any information or assistance to the Auditor, has filed, or will file, a complaint, or has participated in any other manner in the conduct of the Audit. The Agency agrees that it shall timely and thoroughly investigate any allegations of retaliation in violation of National PREA Standards or this Contract and take corrective action identified through such investigations.
- **Mandatory and Discretionary Reporting Information.** The Agency shall determine whether and to what extent the Auditor is legally a mandatory or discretionary reporter of inmate abuse in the relevant jurisdiction, and the Agency shall also inform the Auditor of contact information for the entity or entities that may legally accept any discretionary or mandatory reporting.

- **Primary Points of Contact.** The Agency shall provide the Auditor with a list of primary points of contact (PPC) with respect to the staff of all relevant disciplines within the Agency and the facility. (e.g., mental health care, investigations, and housing classification)
- **Conflict with PREA Standards.** If any provision of this Contract is found to be inconsistent with the PREA auditing standards, the PREA auditing standards shall prevail and will be followed.

#### IV. **Termination of Contract.**

The Agency shall be entitled to terminate this Contract in its entirety upon providing the Auditor with written notice at any time for the following reasons:

- 1) If the Auditor shall fail to prosecute the work, or any part thereof, with the diligence necessary to ensure its progress and timely completion as prescribed by this Contract and shall fail to take such steps to remedy such default within five (5) calendar days after receipt of written notice of default; or
  - 2) If the Auditor shall commit an act or omission that violates any law, PREA standard or other applicable government regulation.
- **Termination.** The Auditor or Robobem PREA Auditing LLC may terminate this Contract in its entirety upon the Agency's failure to fully cooperate with the Auditor or the failure by the Agency to timely submit payment as set forth in this Contract.
  - **Compensation Due Upon Termination**
    - a. Upon termination, the Auditor shall be entitled to payment on a pro-rated basis for work completed in a satisfactory manner prior to receipt of notice of termination if an invoice is sent to the Agency within 30 days of the Auditor's receipt of the notice of termination.

#### V. **Independent Contractor.**

This Contract created by Agency and Robobem PREA Auditing LLC is that of an independent contractor. The Auditor is not an agent or employee of the Agency for any purpose whatsoever.

#### VI. **Appropriation of Funds.**

To the extent that funds are to be expended by the Agency in performing any of its obligations under the Contract, such funds are contingent upon budgetary approval by the Agency or its governing body and shall be lawfully expended for the purposes of this Contract for the current and future terms.

#### VII. **Responsibility for Public Records.**

The Auditor acknowledges the public records act TITLE 74 TRANSPARENT AND ETHICAL

**GOVERNMENT** related to access to administrative records and will follow the appropriate Idaho State Statutes and Rules as they relate to public records, including but not limited to the following:

- 1) *Keep and maintain public records that ordinarily and necessarily would be required by the public Agency in order to perform the service;*
- 2) *Provide the public with access to such public records on the same terms and conditions that the public Agency would provide the records*
- 3) *Ensure that public records that are exempt, or confidential and exempt, from public record requirements are not disclosed except as authorized by law.*

### **VIII. Disputes and Force Majeure.**

If any litigation is necessary to enforce the terms of this Contract, the prevailing party shall be entitled to reasonable attorney's fees, which are directly attributed to such litigation in addition to any other relief to which it may be entitled.

Neither party shall be liable for its failure to perform its obligations under this Contract if performance is made impractical, abnormally difficult, or abnormally costly due to any unforeseen occurrence beyond its reasonable control. However, this section may not be used by either party to avoid, delay or otherwise affect any payments due to the other party.

### **IX. Defense and Indemnity Agreement.**

The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elected officers, agents and employees, from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, his/her subcontractors, its successor or assigns, or its or their agent, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees. It is further provided that no liability shall attach to the County by reason of entering into this Contract, except as expressly provided herein.

The County agrees to defend, indemnify and save harmless the Contractor, its appointed and elected officers, agents, and employees, from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the Contractor, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the County, its subcontractors, its successor or assigns, or its or their agent, servants, or employees, the Contractor, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the Contractor, its appointed or elected officials or employees. It is further provided that no liability shall attach to the Contractor by reason of entering into this

Contract, except as expressly provided herein.

**IN WITNESS WHEREOF, the parties hereto have caused this Contract to be duly executed as of the date set forth below.**



\_\_\_\_\_  
Robert Palmquist,  
Robobem PREA Auditing LLC.

Date: January 9, 2025

\_\_\_\_\_  
Seth Scott  
Executive Director  
District VI Juvenile Detention Center

Date:

BANNOCK COUNTY COMMISSIONERS

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

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

\_\_\_\_\_  
Ken Bullock, Commissioner 1/23/2025

**Exhibit A****§ 115.401 Frequency and scope of audits.**

(a) During the three-year period starting on August 20, 2013, and during each three-year period thereafter, the Agency shall ensure that each facility operated by the Agency, or by a private organization on behalf of the Agency, is audited at least once. (b) During each one-year period starting on August 20, 2013, the Agency shall ensure that at least one-third of each facility type operated by the Agency or by a private organization on behalf of the Agency is audited. (c) The Department of Justice may send a recommendation to an agency for an expedited audit if the Department has reason to believe that a particular facility may be experiencing problems relating to sexual abuse. The recommendation may also include referrals to resources that may assist the Agency with PREA-related issues. (d) The Department of Justice shall develop and issue an audit instrument that will provide guidance on the conduct of and contents of the Audit. (e) The Agency shall bear the burden of demonstrating compliance with the standards. (f) The Auditor shall review all relevant agency-wide policies, procedures, reports, internal and external audits, and accreditations for each facility type. (g) The audits shall review, at a minimum, a sampling of relevant documents and other records and information for the most recent one-year period. (h) The Auditor shall have access to, and shall observe, all areas of the audited facilities. (i) The Auditor shall be permitted to request and receive copies of any relevant documents (including electronically stored information). (j) The Auditor shall retain and preserve all documentation (including, *e.g.*, videotapes and interview notes) relied upon in making audit determinations. Such documentation shall be provided to the Department of Justice upon request. (k) The Auditor shall interview a representative sample of inmates, residents, and detainees, and of staff, supervisors, and administrators. (l) The Auditor shall review a sampling of any available videotapes and other electronically available data that may be relevant to the provisions being audited. (m) The Auditor shall be permitted to conduct private interviews with inmates, residents, and detainees. (n) Inmates, residents, and detainees shall be permitted to send confidential information or correspondence to the Auditor in the same manner as if they were communicating with legal counsel. (o) Auditors shall attempt to communicate with community-based or victim advocates who may have insight into relevant conditions in the facility.

**§ 115.402 Auditor qualifications.**

(a) An audit shall be conducted by: (1) A member of a correctional monitoring body that is not part of, or under the authority of, the Agency (but may be part of, or authorized by, the relevant State or local government); (2) A member of an auditing entity such as an inspector general's or ombudsperson's office that is external to the Agency; or (3) Other outside individuals with relevant experience. (b) All auditors shall be certified by the Department of Justice. The Department of Justice shall develop and issue procedures regarding the certification process, which shall include training requirements. (c) No audit may be conducted by an auditor who has received financial compensation from the Agency being audited (except for compensation received for conducting prior PREA audits) within the three years prior to the Agency's retention of the Auditor. (d) The Agency shall not employ, contract with, or otherwise financially compensate the Auditor for three years subsequent to the Agency's retention of the Auditor, with the exception of contracting for subsequent PREA audits.

**§ 115.403 Audit contents and findings.**

(a) Each Audit shall include a certification by the Auditor that no conflict of interest exists with respect to his or her ability to conduct an audit of the Agency under review. (b) Audit reports shall state whether agency-wide policies and procedures comply with relevant PREA standards. (c) For each PREA standard, the Auditor shall determine whether the audited facility reaches one of the following findings: Exceeds Standard (substantially exceeds requirement of standard); Meets Standard (substantial compliance; complies in all material ways with the standard for the relevant review period); Does Not Meet Standard (requires corrective action). The audit summary shall indicate, among other things, the number of provisions the facility has achieved at each grade level. (d) Audit reports shall describe the methodology, sampling sizes, and basis for the Auditor's conclusions with regard to each standard provision for each.

**37232 Federal Register**

/ Vol. 77, No. 119 / Wednesday, June 20, 2012 / Rules and Regulations audited facility, and shall include recommendations for any required corrective action. (e) Auditors shall redact any personally identifiable inmate or staff information from their reports, but shall provide such information to the Agency upon request, and may provide such information to the Department of Justice. (f) The Agency shall ensure that the Auditor's final report is published on the Agency's Web site if it has one, or is otherwise made readily available to the public.

**§ 115.404 Audit corrective action plan.**

(a) A finding of "Does Not Meet Standard" with one or more standards shall trigger a 180-day corrective action period. (b) The Auditor and the Agency shall jointly develop a corrective action plan to achieve compliance. (c) The Auditor shall take necessary and appropriate steps to verify implementation of the corrective action plan, such as reviewing updated policies and procedures or re-inspecting portions of a facility. (d) After the 180-day corrective action period ends, the Auditor shall issue a final determination as to whether the facility has achieved compliance with those standards requiring corrective action. (e) If the Agency does not achieve compliance with each standard, it may (at its discretion and cost) request a subsequent audit once it believes that it has achieved compliance.

**§ 115.405 Audit appeals.**

(a) An agency may lodge an appeal with the Department of Justice regarding any specific audit finding that it believes to be incorrect. Such appeal must be lodged within 90 days of the Auditor's final determination. (b) If the Department determines that the Agency has stated good cause for a re-evaluation, the Agency may commission a re-audit by an auditor mutually agreed upon by the Department and the Agency. The Agency shall bear the costs of this re-audit. (c) The findings of the re-audit shall be considered final.

**BANNOCK COUNTY COMMISSIONERS**

624 E. Center, Pocatello, ID 83201  
Phone: (208) 238-7210 • Fax: (208) 232-7363



**ERNIE MOSER**  
Commissioner  
1st District

**JEFF HOUGH**  
Commissioner  
2nd District

**KEN BULLOCK**  
Commissioner  
3rd District

## Work Session Request Form

Work Sessions are held on Thursdays at 9:00 AM, unless otherwise noticed. Email this completed form any supporting documents to [agendarequest@bannockcounty.gov](mailto:agendarequest@bannockcounty.gov) by noon on the Monday prior to the scheduled meeting.

Name / Department:

Ken Bullock

Email:

Commission@bannockcounty.us

Concern/Issue/Question:

Requesting to use personal vehicle for travel to IAC 2025 Legislative Conference in Boise. All motor pool vehicles have been reserved.

Suggested Solution:

Date of meeting being requested:

01/23/2025

How much time will be needed?

5 minutes

List of attendees:

**BANNOCK COUNTY COMMISSIONERS**

624 E. Center, Pocatello, ID 83201  
Phone: (208) 238-7210 • Fax: (208) 232-7363



**ERNIE MOSER**  
Commissioner  
1st District

**JEFF HOUGH**  
Commissioner  
2nd District

**KEN BULLOCK**  
Commissioner  
3rd District

## Work Session Request Form

Work Sessions are held on Thursdays at 9:00 AM, unless otherwise noticed. Email this completed form any supporting documents to [agendarequest@bannockcounty.gov](mailto:agendarequest@bannockcounty.gov) by noon on the Monday prior to the scheduled meeting.

Name / Department:

Kristi Davenport - Commission

Email:

kristid@bannockcounty.us

Concern/Issue/Question:

Discussion about outstanding invoices for the Public Defenders copier and termination of agreement with Valley Office Systems

Suggested Solution:

Date of meeting being requested:

01/23/2025

How much time will be needed?

5 minutes

List of attendees:

Kristi Klauser, Jonathon Radford

AGREEMENT

Valley Office Systems  
Ph. 208-529-2777  
Fax 208-529-0135



1620857

AGREEMENT NO: 003-1405447-000

**CUSTOMER ("YOU" OR "YOUR")**

FULL LEGAL NAME: Bannock County Public Defender FEDERAL TAX ID #:

ADDRESS: 130 N 6<sup>TH</sup> Pocatello, IDAHO 83201

**EQUIPMENT AND PAYMENT TERMS**

TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES  SEE ATTACHED SCHEDULE

Ricoh IMC 4500 COLOR COPIER

EQUIPMENT LOCATION: As Stated Above (PLUS TAX)

TERM IN MONTHS: 60 MONTHLY PAYMENT AMOUNT: \$176.36 PURCHASE OPTION: Fair Market Value

SECURITY DEPOSIT: \$

**CONTRACT**

THIS AGREEMENT IS NON-CANCELABLE AND IRREVOCABLE. IT CANNOT BE TERMINATED. PLEASE READ CAREFULLY BEFORE SIGNING. YOU AGREE THAT THIS AGREEMENT AND ANY CLAIM RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE IN WHICH OUR (OR, IF WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE'S) PRINCIPAL PLACE OF BUSINESS IS LOCATED AND ANY DISPUTE CONCERNING THIS AGREEMENT WILL BE ADJUDICATED IN A FEDERAL OR STATE COURT IN SUCH STATE. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN SUCH COURTS AND WAIVE TRANSFER OF VENUE. EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL.

**CUSTOMER'S AUTHORIZED SIGNATURE**

BY SIGNING THIS PAGE, YOU REPRESENT TO US THAT YOU HAVE RECEIVED AND READ THE ADDITIONAL TERMS AND CONDITIONS APPEARING ON THE SECOND PAGE OF THIS TWO-PAGE AGREEMENT. THIS AGREEMENT IS BINDING UPON OUR ACCEPTANCE HEREOF.

(As Stated Above) [Signature] Jeff Hough, Commissioner 11/19/20  
CUSTOMER SIGNATURE PRINT NAME & TITLE DATE

**OWNER (WE "US", "OUR")**

Valley Office Systems [Signature] 12-2-20  
OWNER SIGNATURE PRINT NAME & TITLE DATE

2060 1st St, Idaho Falls, ID 83401-4489

**UNCONDITIONAL GUARANTY**

The undersigned, jointly and severally if more than one, unconditionally guarantee(s) that the Customer will timely perform all obligations under the Agreement. The undersigned also waive(s) any notification if the Customer is in default and consent(s) to any extensions or modifications granted to the Customer. In the event of default, the undersigned will immediately pay all sums due under the terms of the Agreement without requiring us or our assignee to proceed against Customer or any other party or exercise any rights in the Equipment. Within 30 days after our request, you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. The undersigned authorizes us or our assignee to obtain credit bureau reports for credit and collection purposes and to share them with our affiliates and agents. THE UNDERSIGNED, AS TO THIS GUARANTY, AGREE(S) TO THE DESIGNATED FORUM AND CONSENT(S) TO PERSONAL JURISDICTION, VENUE, AND CHOICE OF LAW AS STATED IN THE AGREEMENT, AGREE(S) TO PAY ALL COSTS AND EXPENSES, INCLUDING ATTORNEY FEES, INCURRED BY US OR OUR ASSIGNEE RELATED TO THIS GUARANTY AND THE AGREEMENT, WAIVE(S) A JURY TRIAL AND TRANSFER OF VENUE.

SIGNATURE: X [Signature] INDIVIDUAL: Jeff Hough DATE: 11-15-20

SIGNATURE: X \_\_\_\_\_ INDIVIDUAL: \_\_\_\_\_ DATE: \_\_\_\_\_

**CERTIFICATE OF DELIVERY AND ACCEPTANCE**

The Customer hereby certifies that all the Equipment: 1) has been received, installed, and inspected, and 2) is fully operational and unconditionally accepted.

SIGNATURE: X \_\_\_\_\_ NAME AND TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

ORIGINAL

**ADDITIONAL TERMS AND CONDITIONS**

1. **AGREEMENT.** You want us to now provide you the equipment and/or software referenced herein, together with all replacements, parts, repairs, additions and accessories incorporated therein or attached thereto, ("Equipment") and you unconditionally agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date. This Agreement will begin on the date the Equipment is delivered to you or any later date we designate. If we designate a later commencement date, you agree to pay us an additional amount equal to the periodic payments due under this Agreement prorated for the period between the date the Equipment is delivered to you and the commencement date. We may charge you a one-time origination fee of \$89.50. If any amount payable to us is not paid when due, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six dollars (\$26.00); or 2) the highest lawful charge, if less. Any security deposit will be commingled with our assets, will not earn interest, and will be returned at the end of the term, provided you are not in default. We may charge you a fee of up to \$50.00 for filing, searching and/or billing costs required under the Uniform Commercial Code (UCC) or other laws. If for any reason your check is returned for nonpayment, you will pay us a bad check charge of \$30 or, if less, the maximum charge allowed by law.
2. **NET AGREEMENT.** THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM. YOU AGREE THAT YOU ARE UNCONDITIONALLY OBLIGATED TO PAY ALL AMOUNTS DUE UNDER THIS AGREEMENT FOR THE ENTIRE TERM. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST AMOUNTS DUE UNDER THIS AGREEMENT FOR ANY REASON.
3. **EQUIPMENT USE.** You will keep the Equipment in good working order, free and clear of all liens and claims, use it for business purposes only and not modify or move it from its initial location without our consent. You agree that you will not take the Equipment out of service and have a third party pay (or provide funds to pay) the amounts due hereunder. You will comply with all laws, ordinances, regulations, requirements and rules relating to the use and operation of the Equipment. We will have the right, at any reasonable time, to inspect the Equipment and any documents relating to its use, maintenance and repair.
4. **SERVICES/SUPPLIES.** If we have entered into a separate arrangement with you for maintenance, service, supplies, etc. with respect to the Equipment, payments under this Agreement may include amounts owed under that arrangement, which amounts may be invoiced as one payment for your convenience. You agree that you will look solely to us for performance under any such arrangement and for the delivery of any applicable supplies.
5. **SOFTWARE/DATA.** Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return for any reason.
6. **LIMITATION OF WARRANTIES.** EXCEPT TO THE EXTENT THAT WE HAVE PROVIDED YOU A WARRANTY IN WRITING, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU CHOSE ANY/all THIRD-PARTY SERVICE PROVIDERS BASED ON YOUR JUDGMENT. YOU MAY CONTACT US OR THE MANUFACTURER FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.
7. **ASSIGNMENT.** You may not sell, assign, or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement and our rights in the Equipment, in whole or in part, to a third party without notice to you. You agree that if we do so, our assignee will have our assigned rights under this Agreement but none of our obligations and will not be subject to any claim, defense, or set-off that may be assertable against us or anyone else.
8. **LOSS OR DAMAGE.** You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. Any insurance proceeds received relating to insurance you obtain will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 2% per annum. Except for claims, losses, or damages caused by our gross negligence or willful misconduct, you agree to indemnify us and our assignees, if applicable, against any claims, losses, or damages, including attorney fees, in any way relating to the Equipment or data stored on it. In no event will we be liable for any consequential or indirect damages.
9. **INSURANCE.** You agree to maintain commercial general liability insurance acceptable to us and to include us as an additional insured on the policy. You also agree to: 1) keep the Equipment fully insured against loss at its replacement cost, with us named as lender's loss payee; and 2) provide proof of insurance satisfactory to us no later than 30 days following the commencement of this Agreement, and thereafter upon our written request. If you fail to maintain property loss insurance satisfactory to us and/or you fail to timely provide proof of such insurance, we have the option, but not the obligation, to do so as provided in either (A) or (B) as follows, as determined in our discretion:
- (A) We may secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received relating to insurance we obtain pursuant to this subsection (A) will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 2% per annum.
- (B) We may charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk administrative costs or other costs, as would be further described on a letter from us to you. We may make a profit on this program. NOTHING IN THIS SECTION WILL RELIEVE YOU OF YOUR RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to loss or damage to the Equipment.
10. **TAXES.** We own the Equipment. You will pay when due, either directly or by reimbursing us, all taxes and fees relating to the Equipment and this Agreement. If we pay any taxes or other expenses that you owe hereunder, you agree to reimburse us when we request and to pay us a processing fee for each expense or charge we pay on your behalf. Sales or use tax due upfront will be payable over the term with a finance charge. If this Agreement is deemed to be a secured transaction, you hereby grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us, to be released at the end of the term provided you have performed all of your obligations under this Agreement.
11. **END OF TERM.** At the end of the term of this Agreement (or any renewal term) (the "End Date"), this Agreement will renew for an additional one-year period under the same terms unless a) you provide us written notice, at least 60 days prior to the End Date, of your intent to return the Equipment, and b) you timely return the Equipment to the location designated by us, at your expense. If a Purchase Option is indicated above and you are not in default on the End Date, you may purchase the Equipment from us "AS IS" for the Purchase Option price. If the returned Equipment is not immediately available for use by another without need of repair, you will reimburse us for all repair costs. You cannot pay off this Agreement or return the Equipment prior to the End Date without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the price of the Equipment.
12. **DEFAULT AND REMEDIES.** You will be in default if: (a) you do not pay any payment or other sum due to us or any other person when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or any material agreement with any other entity, (b) you make or have made any false statement or misrepresentation to us, (c) you or any guarantor dies, dissolves or terminates existence, (d) there has been a material adverse change in your or any guarantor's financial, business or operating condition, or (e) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can terminate this Agreement and we may require that you return the Equipment to us at your expense and pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term, plus our booked residual, both discounted at 2% per annum. We may also use all other legal remedies available to us, including disabling or repossessing the Equipment, and may require you to stop using any software. You agree to pay all our costs and expenses, including reasonable attorney fees and repossession costs, incurred in enforcing this Agreement. You also agree to pay interest on all past due amounts, from the due date, at 1.5% per month. Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.
13. **UCC.** If we assign rights in this Agreement for financing purposes, you agree that this Agreement, in the hands of our assignee, is, or shall be treated as, a "Finance Lease" as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). You agree to forgo the rights and remedies provided under sections 507-522 of Article 2A of the UCC.
14. **LIMITATION ON CHARGES.** This section controls over every other part of this Agreement and over all documents now or later pertaining to the Agreement. We both intend to comply with all applicable laws. In no event will we charge or collect any amounts in excess of those allowed by applicable law. Any part of this Agreement that could, but for this section, be read under any circumstance to allow for a charge higher than that allowable under applicable legal limit, is limited and modified by this section to limit the amounts chargeable under the Agreement to the maximum amount allowed under the legal limit. If in any circumstance, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by us in excess of that legally allowed will be applied by us to the payment of amounts legally owed under the Agreement, or refunded to you.
15. **MISCELLANEOUS.** This Agreement is the entire agreement between you and us relating to our providing and your use of the Equipment and supersedes any prior representations or agreements, including any purchase orders. Amounts payable under this Agreement may include a profit to us. The parties agree that: (i) this Agreement and any related documents hereto may be authenticated by electronic means; and (ii) the "original" of this Agreement shall be the copy that bears your manual, facsimile, scanned, or electronic signature and that also bears our manually signed signature. Notwithstanding the foregoing, any copy of this Agreement bearing your manual, facsimile, scanned, or electronic signature and our signature shall be sufficient to maintain an enforcement action relating to this Agreement. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or any related documents hereto manually. If a court finds any provision of this Agreement unenforceable, the remaining terms of this Agreement shall remain in effect. You authorize us to either insert or correct the Agreement number, serial numbers, model numbers, beginning date, and signature date. All other modifications to the Agreement must be in writing signed by each party. Within 30 days after our request, you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof.

ORIGINAL

Remittance Section

Valley Office Systems

Valley Office Systems  
PO Box 660831  
Dallas, TX 75266-0831

Invoice Number: 37598618  
Agreement Number: 016-1620857-000  
Invoice Print Date: 10/07/2024  
**Due Date: 10/30/2024**  
Current Charges: \$176.36  
Past Due Amount: \$52.00  
**Total Due: \$228.36**

FORWARDING SERVICE REQUESTED

See reverse side for change of address

Use enclosed envelope and make check payable to:

ATTN: ACCOUNTS PAYABLE  
PUBLIC DEFENDER  
PO BOX 4147  
POCATELLO ID 83205-4147

Valley Office Systems  
PO Box 660831  
Dallas, TX 75266-0831



00001616208570000000000375986180000000000228363

Keep lower portion for your records - Please return upper portion with your payment

Valley Office Systems

Valley Office Systems  
PO Box 660831  
Dallas, TX 75266-0831

Invoice Number: 37598618  
**Due Date: 10/30/2024**  
**Total Due: \$228.36**

Important Messages

We appreciate your business!  
Please remove the remittance portion of this invoice and include it with your payment.

Invoice Detail

Agreement 016-1620857-000: Ricoh IM C4500 Copier		Amount	Tax	Total
1	Standard Payment	176.36	0.00	176.36
				<b>\$176.36</b>
Summary of Past Due Charges				
Invoice 37376305 - Due 09/03/2024				52.00
<b>Subtotal of Past Due Charges</b>				<b>\$52.00</b>

Visit [www.accountservicing.com/payment](http://www.accountservicing.com/payment) to pay online  
or [www.accountservicing.com/invoice](http://www.accountservicing.com/invoice) for more  
information about your invoice.



**Total Due \$228.36**

Dishonored Checks, Drafts Or Orders Shall Be Subject To A Surcharge Of \$30

Valley Office Systems

Valley Office Systems  
PO Box 660831  
Dallas, TX 75266-0831

Remittance Section

Invoice Number: 37819018  
Agreement Number: 016-1620857-000  
Invoice Print Date: 11/05/2024  
**Due Date: 11/30/2024**  
Current Charges: \$202.36  
Past Due Amount: \$228.36  
**Total Due: \$430.72**

FORWARDING SERVICE REQUESTED

See reverse side for change of address

Use enclosed envelope and make check payable to:

ATTN: ACCOUNTS PAYABLE  
PUBLIC DEFENDER  
PO BOX 4147  
POCATELLO ID 83205-4147

Valley Office Systems  
PO Box 660831  
Dallas, TX 75266-0831



000016162085700000000003781901800000000000430726

Keep lower portion for your records - Please return upper portion with your payment

Valley Office Systems

Valley Office Systems  
PO Box 660831  
Dallas, TX 75266-0831

Invoice Number: 37819018  
**Due Date: 11/30/2024**  
**Total Due: \$430.72**

Important Messages

Your payment is past due. Please remit the total due.

Please call the customer support number on this invoice to complete a check-by-phone payment, or you may pay online at [www.accountservicing.com/payment](http://www.accountservicing.com/payment).

Invoice Detail

Agreement 016-1620857-000: Ricoh IM C4500 Copier		Amount	Tax	Total
1	Late Charges For 11/03/2024	26.00	0.00	26.00
2	Standard Payment	176.36	0.00	176.36
				<b>\$202.36</b>

Subtotal of Current Charges \$202.36

Summary of Past Due Charges		Amount
Invoice 37598618 - Due 10/30/2024		176.36
Invoice 37376305 - Due 09/03/2024		52.00

Subtotal of Past Due Charges \$228.36

Visit [www.accountservicing.com/payment](http://www.accountservicing.com/payment) to pay online or [www.accountservicing.com/invoice](http://www.accountservicing.com/invoice) for more information about your invoice.

**Total Due \$430.72**

Dishonored Checks, Drafts Or Orders Shall Be Subject To A Surcharge Of 3%

Visit [www.accountservicing.com](http://www.accountservicing.com) or scan/click the appropriate QR code below to change your address, enroll into paperless billing or to make a payment. Thank You!!



Pay Online



Paperless Billing



Change of Address

**ADDITIONAL INFORMATION**

- Please allow 7-10 days for your payment to be received by our office.
- Include the Remittance Section slip and payment referencing your agreement number and account name; failure to do so may result in a processing delay.

**Equipment Details**

Serial (Agreement #)	Machine ID	Description	Model	Location
1 3120R801421 (016-1620857-000)		Ricoh Copier	IM C4500	130 N 6th Ave, Pocatello, ID 83201-6223

Remittance Section

Valley Office Systems

Valley Office Systems  
PO Box 660831  
Dallas, TX 75266-0831

Invoice Number: 38039316  
Agreement Number: 016-1620857-000  
Invoice Print Date: 12/05/2024  
**Due Date: 12/30/2024**  
Current Charges: \$202.36  
Past Due Amount: \$430.72  
**Total Due: \$633.08**

FORWARDING SERVICE REQUESTED

See reverse side for change of address

Use enclosed envelope and make check payable to:

ATTN: ACCOUNTS PAYABLE  
PUBLIC DEFENDER  
PO BOX 4147  
POCATELLO ID 83205-4147

Valley Office Systems  
PO Box 660831  
Dallas, TX 75266-0831



000016162085700000000003803931600000000000633089

Keep lower portion for your records - Please return upper portion with your payment

Valley Office Systems

Valley Office Systems  
PO Box 660831  
Dallas, TX 75266-0831

Invoice Number: 38039316  
**Due Date: 12/30/2024**  
**Total Due: \$633.08**

Important Messages

Your payment is past due. To avoid additional late charges, please remit total due immediately.  
Please call the customer support number on this invoice to complete a check-by-phone payment, or you may pay online at [www.accountservicing.com/payment](http://www.accountservicing.com/payment).

Invoice Detail

Agreement 016-1620857-000: Ricoh IM C4500 Copier		Amount	Tax	Total
1	Late Charges For 12/04/2024	26.00	0.00	26.00
2	Standard Payment	176.36	0.00	176.36
				<b>\$202.36</b>

Subtotal of Current Charges \$202.36

Summary of Past Due Charges		
Invoice 37819018 - Due 11/30/2024		202.36
Invoice 37598618 - Due 10/30/2024		176.36
Invoice 37376305 - Due 09/03/2024		52.00

Subtotal of Past Due Charges \$430.72

Visit [www.accountservicing.com/payment](http://www.accountservicing.com/payment) to pay online or [www.accountservicing.com/invoice](http://www.accountservicing.com/invoice) for more information about your invoice.

**Total Due \$633.08**

Dishonored Checks, Drafts Or Orders Shall Be Subject To A Surcharge Of \$30

Visit [www.accountservicing.com](http://www.accountservicing.com) or scan/click the appropriate QR code below to change your address, enroll into paperless billing or to make a payment. Thank You!!



Pay Online



Paperless Billing



Change of Address

**ADDITIONAL INFORMATION**

- Please allow 7-10 days for your payment to be received by our office.
- Include the Remittance Section slip and payment referencing your agreement number and account name; failure to do so may result in a processing delay.

**Equipment Details**

Serial (Agreement #)	Machine ID	Description	Model	Location
1 3120R801421 (016-1620857-000)		Ricoh Copier	IM C4500	130 N 6th Ave, Pocatello, ID 83201-6223

**BANNOCK COUNTY COMMISSIONERS**

624 E. Center, Pocatello, ID 83201

Phone: (208) 238-7210 • Fax: (208) 232-7363

**ERNIE MOSER**Commissioner  
1st District**JEFF HOUGH**Commissioner  
2nd District**KEN BULLOCK**Commissioner  
3rd District

## Work Session Request Form

Work Sessions are held on Thursdays at 9:00 AM, unless otherwise noticed. Email this completed form any supporting documents to [agendarequest@bannockcounty.gov](mailto:agendarequest@bannockcounty.gov) by noon on the Monday prior to the scheduled meeting.

Name / Department:

Janae Penrod Planning and Zoning

Email:

janaep@bannockcounty.gov

Concern/Issue/Question:

Discuss waiving building permit fee for Bryan Kendrick. Working towards a solution for code violation.

Suggested Solution:

Date of meeting being requested:

01/23/2025

How much time will be needed?

10 minutes

List of attendees:

Hal Jensen

**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

## Work Session Request Form

Work Sessions are held on Thursdays at 9:00 AM, unless otherwise noticed. Email this completed form any supporting documents to [agendarequest@bannockcounty.gov](mailto:agendarequest@bannockcounty.gov) by noon on the Monday prior to the scheduled meeting.

Name / Department:

Kristi Klauser/auditing

Email:

kristik@bannockcounty.us

Concern/Issue/Question:

Discuss Title III Secure Rural Schools funds and process required to use those funds.

Suggested Solution:

Sheriff search and rescue backcountry has equipment needs to utilize these funds.

Date of meeting being requested:

01/23/2025

How much time will be needed?

10 minutes

List of attendees:

myself, Tony Manu, Alex Hamilton

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

### WORK SESSION REQUEST FORM

Work Sessions are held on Thursdays at 9:15 a.m., unless otherwise noticed.

Email this completed form and any supporting documents to [agendarequest@bannockcounty.us](mailto:agendarequest@bannockcounty.us) by noon on Monday prior to the scheduled meeting.

**Name/Department:**

Matthew K. Phillips

**Concern/issue/question:**

New managers or leaders at the County currently have varied to no standardized training or orientation to their leadership roles and responsibilities within the County.

**Suggested solution?**

Recommending the HR Director be authorized to create a New Leader Orientation course (9 hours in length) to be scheduled once a month to train new or promoted leaders in subject matter related to county operations, leadership development and compliance and risk management. Goal would be to complete the training within the first 3 months of new leader promotion or hire. Draft training agenda attached. Elected officials, dept. heads, HR, and participants to organize or offer feedback on content.

**How much time will be needed for this issue?**

5-10 minutes

**What meeting date is requested?**

1/23/25

**List of attendees:**

Matthew K. Phillips, HR and Risk Management Director

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

Commissioner Office Only:

Date: 1/23/25 Time: \_\_\_\_\_



## New Leader Orientation - Training Agenda (2025 DRAFT)

Section 1: Leadership & Organizational Development Categories	Training Topic	Training Type	Length in Minutes	Source(s)
New Managers and Leaders	What Got You Here, Won't Get You There - What is My Leadership Motive & Style?	Recorded Training - Exercise	10	YouTube - HR
New Managers and Leaders	Managers vs. Leaders / Roles as New Managers	Recorded Training - Exercise	25	Knowledge City LMS - HR slides & worksheets
Strengths, Weaknesses & Tendencies	Interpreting Personal DISC Assessment	In-person Report Analysis	15	DISC Results Packet
Strengths, Weaknesses & Tendencies	Interpreting Personal 12 Forces Assessment	In-person Report Analysis	15	12F Results Packet
			10	
Performance Management	Trust vs. Performance - Simon Sinek	Recorded Training & Discussion	5	YouTube - HR
Performance Management	Mindset of the Manager	HR Slide Deck	5	Mindset, 13 Rules, 5 Minds Slides
Performance Management	Driving High Performance	Recorded Training & Discussion	15	Knowledge City
Performance Management	Delegation vs. Micro-Management	Recorded Training & Discussion	15	Knowledge City
			5	
Teamwork	The Five Dysfunctions of a Team	Recorded Training & Exercise	15	YouTube - HR Slides
Teamwork	Are You An Ideal Team Player - Humble, Hungry & Smart	Recorded Training & Discussion	10	YouTube TedX
Communication	Leadership Communication and STAR Feedback Method	Recorded Training & Post-test	20	Knowledge City - HR
Communication	Bridging Communication Gaps by Generation	Recorded Training - Exercise	10	Knowledge City - HR
<b>Section 1 Minutes Sub-total</b>			<b>175</b>	<b>Minutes</b>
<b>Section 1 Hours Sub-total</b>			<b>2.92</b>	<b>Hours</b>
Section 2: Compliance & Risk Management Categories	Training Topic	Training Type	Length in Minutes	Source(s)
Idaho Code Compliance	Idaho Open Meeting Law / Executive Session - Bannock Links to Public Meetings	Slide Deck & Idaho Manual Review	45	IAC Slide Deck
Idaho Code Compliance	Ethics and Conflicts of Interest	Slide Deck & Idaho Manual Review	20	IAC Slide Deck
Idaho Code Compliance	Claims, Torts, Incidents & Accidents, etc.	Recorded Webinar - Form Review	15	ICRMP - HR Intranet
Risk Management	Customer Service	Recorded Webinar	5	ICRMP Training
Risk Management	Email Etiquette	Recorded Webinar	10	ICRMP Training
Risk Management	Sexual Harrassment Training for Supervisors	Recorded Webinar & Post-test	60	Knowledge City
General Employee Safety	Safety and Health Program - Injury Data Trends	Policy & Graphs	10	Policy - Injury Data
General Employee Safety	Injury & Incident Reporting and Investigations	Intranet - Sample Forms	5	Policy & Procedure
General Employee Safety	Safety Orientation and Safety Pre-work Meetings / Safety Talks	Recorded Webinar - HR Slides	10	Knowledge City
<b>Section 2 Minutes Sub-Total</b>			<b>180</b>	<b>Minutes</b>
<b>Section 2 Hours Sub-total</b>			<b>3.00</b>	<b>Hours</b>



**New Leader Orientation - Training Agenda Continued (2025 DRAFT)**

Section 3: County Operations Categories	Training Topic	Training Type	Length in Minutes	Source(s)
County Information	County Website, Intranet & Directory	Online review	5	HR
Elected Officials & Board of County Commissioners	Duties of Elected Officials & BOCC, Quorum, Agenda and Work-Session Requests	Form Review	5	HR
Security Marshalls	Facility Security / Active Shooter / Evacuation Sites	ID Badge & Procedure Review	5	HR
Auditing & Accounting	Budget: Budget Process & Dates, Budget Authority and Appropriate Expenditures	Policy and Calendar Review	10	Auditing Slide Deck - Reference
Auditing & Accounting	Accounts Payable: Invoices, Credit Card Processes, Travel, Trainings, Tracking	Form & Policy Review	10	Auditing Slide Deck - Form
Auditing & Accounting / Commission	Assests: Tracking and Coding, Disposal Requests	Procedure Review	5	Auditing Slide Deck - Form
Auditing & Accounting	Payroll: Authorizations / SRA's, Timesheets, UKG, Overtime, Pay Grades, Turnover, Re	Policy, Form, and Software Review	20	Auditing Slide Deck - Sample
Auditing & Accounting	Grants: Opportunities, Approval Process, Reporting & Recordkeeping	Policy and Report Review	5	Auditing Slide Deck - Sample
Auditing & Accounting / Treasury	Revenue: Depositing and Processing	Process Review	5	Auditing Slide Deck - Screenshots
Computer Services	Computer Service Requests, Purchases, Security, etc.	Slide Review	5	Auditing Slide Deck
Procurement	Procurement Procedures- RFP vs. Open-Bid, when to involve procurement	Process & Slide Review	5	Auditing Slide Deck
Records Custodian / Archives / Commission	Records Request Process, Records Destruction Requests	Procedure and Form Review	5	HR - County Website
Prosecuting Attorney	Prosecuting Attorney: Legal Requests & Contract Review	LAR System & Process Review	5	HR - Intranet
Vehicle Use	Vehicle Use Policies, Motor Pool, Gas Refills, Maintenance, Mileage, Etc.	Policy & Procedure Review	5	HR
Facilities Management	Facilities: Repairs, Remodels, New Builds, etc.	Procedure Review	5	HR
Break			10	
Personnel Management	Employee Life Cycle - Personnel Policy - Code of Conduct	Policy	5	Policy & HR Slides
Personnel Management	Interviewing For Success - Intro to Behavioral Interviewing	Recorded Training - Form Review	10	Knowledg City - HR Forms
Personnel Management	Recruiting Requisitions, SRA Approvals & Orientation	Process & Software Review	10	HR
Personnel Management	FMLA & Work Comp	Procedure & Quick Reference Sheet (QRS)	10	HR
Personnel Management	ADA, PWDA and Pump Act	Procedure & Quick Reference Sheet (QRS)	5	HR
Personnel Management	Coaching Culture	Policy & Form Review - Live Practice	10	ICRMP - HR Forms
Personnel Management	Employee Evaluations	Form Review	5	HR
Personnel Management	Corrective Action Form	Form Review - Live Practice	10	HR
Personnel Management	Resignation Policies, Separation Form, Exit Interview / Survey, Check-out	Process & Software Demonstration	5	HR - Intranet
Conclusion	Challenge for Continued Learning - Questions	HR Slide Deck	5	HR Slides
<b>Section 3 Minutes Sub-Total</b>			<b>185</b>	<b>Minutes</b>
<b>Section 3 Hours Sub-total</b>			<b>3.1</b>	<b>Hours</b>
<b>Total New Leader Orientation</b>			<b>9.00</b>	<b>Hours</b>