

Agenda Item #12

EXECUTIVE SUMMARY

Date: 08/06/2026

To: Mayor Dahlquist and Council Members

From: Anne Butler, Parks & Recreation Director

RE: Bannock County Historical Society Updated MOU

It is my recommendation Council approve an updated Memorandum of Agreement between the City of Pocatello and the Bannock County Historical Society for all operations regarding the Fort Hall Replica, Junction and Museum. I have appreciated working with a couple Society board members, specifically Arlen Walker (President) and Tom Eisenhauer (Treasurer) to find resolution to both parties needs in ensuring viability of the Fort Hall Replica for years to come.

While the Society will continue to receive all revenues, Parks will continue basic maintenance functions of the Replica and Junction under the existing FY2026 budget allocation. The Society does have the expense of funding staff during operating hours. Both parties are in agreement long-term maintenance funding will be a joint effort between the City and the Society and other creative funding mechanisms. The priority between the two parties will be the maintenance of the Replica first ahead of the junction, while funding of the museum will be the sole responsibility of the Society as it has been in the past.

Council may wish to accept the recommendation of Parks & Recreation Department staff, approve the MOU between the City and Bannock County Historical Society and authorize Mayor Dahlquist to sign and execute the paperwork necessary to effectuate the agreement.

MEMORANDUM

TO: City Council and Mayor
FROM: Brian Trammell, Deputy City Attorney
DATE: September 9, 2026
RE: MOU

I have reviewed the MOU with the Bannock Historical Society. I have no legal concerns with the Council's approval of the MOU or the authorization of the Mayor to sign it.

Please let me know if you have any questions or concerns.

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is made and entered into this ____ day of _____, 2026, between the Bannock County Historical Society, an Idaho non-profit corporation, hereinafter referred to as the “Society”, and the City of Pocatello, a municipal corporation of the state of Idaho, hereinafter referred to as the “City”.

WHEREAS, the City owns and has traditionally operated the Fort Hall Replica and Pocatello Junction facilities, hereinafter “Replica” and “Junction”, and the Society owns and operates the Bannock County Historical Museum, hereinafter “Museum”;

WHEREAS, the Replica, Junction and Museum facilities are located in a fenced compound, and in close proximity to each other;

WHEREAS, the City and Society had traditionally collaborated to make the Museum, Replica and Junction facilities available to the community under prior Memorandums of Agreement, whereby visitors to the Museum, Replica and Junction have paid a single admission fee allowing said visitors admittance to all facilities, and whereby the Society has traditionally assumed responsibility for collecting said admission fees;

WHEREAS, in addition to their operation of the Museum, the City and Society now jointly desire to expand the Society’s responsibilities to include oversight and operation for the Replica and Junction facilities as well, to the mutual benefit of both parties, and under terms and conditions of a revised Memorandum of Agreement;

WHEREAS, the City Council has considered the value of the operational services, staffing, programming, and gift shop resources to be provided by the Society under this Agreement, together with the operational and personnel costs relieved from the City, and has determined that the consideration flowing to the City under this Agreement equals or exceeds the admission, gift shop, and facility rental revenues retained by the Society hereunder; and

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, the Society and the City agree as follows:

A. Society Performance:

1. The Society will be responsible for the operation of the Replica and Junction, to include opening and closing of the Replica and Junction facilities during the Museum’s hours of operation (weather permitting, as outlined in Section H), Replica gift shop operations, as well as all staffing and gift shop product resources needed to accomplish operation of the Replica and Junction facilities. Daily closing procedures will include locking all doors at the Replica and arming the security system, as well as locking all doors to the buildings of the Junction.

2. The Society will serve as cashier for the Replica, Replica Gift Shop, Junction, and Museum facilities, and the Museum will be the point of entrance where visitors will pay an entrance fee.
3. The Society shall serve as the point of contact for individuals, groups and organizations desiring to reserve the Replica and/or Junction facilities either before, during or after standard operating hours or seasonal time frames, to include reservation requests for overnight use of Replica and/or Junction facilities. Facility reservation responsibilities of the Society shall include: facility use permit approval and issuance, collection of applicable use permit fees, securing of insurance documentation as needed, associated concession/vending/catering permit approval and issuance, collection of applicable concession/vending/catering permit fees, and facilitation of reserved facility use and associated concessions/vending/catering.
4. The need for provision of insurance documentation in conjunction with reserved use of the Replica and/or Junction facilities, or concession/vending/catering activities in association with the Replica and/or Junction facilities, shall be at the discretion of the Society. If provision of insurance is deemed required by the Society, said insurance shall have a minimum liability limit of \$1,000,000 and shall include the City of Pocatello as an additional insured. City reserves the right to determine insurance provisions at its request.
5. Replica and Junction facility maintenance needs shall be the responsibility of the City, and shall be brought to the attention of the City by the Society. Maintenance needs will be taken care of in a timely manner, pending the availability of manpower and allocated financial resources. Maintenance items will be discussed at an annual meeting with the City and Society. Both the City and Society will work together on long-term maintenance needs and seek grants and other funding mechanisms to cover large expenses. It is agreed upon that both parties will prioritize the maintenance needs of the Replica before the Junction.
6. The Society will designate an authorized representative who will meet with a City designated authorized representative on an annual basis, and more often upon the request of the Society or the City, to discuss the maintenance and operation of the Replica and Junction.
7. Maintenance of the Bannock County Museum building remains the responsibility of the Society.
8. The Society will continue to make the Museum bathroom facilities available to visitors who have paid an admission fee to visit the Replica and/or Junction.
9. The Society will be responsible for conducting group tours at the Replica.

B. City Performance:

1. The City will continue to maintain the grounds and the structures of the Replica and Junction facilities.
2. The City will also assume maintenance of the grass area around the Museum, including the sprinkler system, which were previously maintained by the Society.
3. The City will retain responsibility for approval and issuance of all Replica and Junction Beer/Wine Permits, as well as retain all revenue associated with said permits.
4. The City will designate an authorized representative who will meet with a Society designated authorized representative on an annual basis, or more often upon the request of the City or the Society, to discuss the maintenance and operation of the Replica and Junction facilities.

C. Term of Agreement: The term of this Agreement will commence on _____, 2026, and will automatically renew each year unless written notice is given at least 60 days in advance by either party.

D. Maintained Ownership of Facilities: It is acknowledged and agreed by the City and Society that the City will maintain ownership of the Replica and Junction structures, as well as the land on which the Replica and Junction reside.

E. Admission Fees: The Society shall determine appropriate fees for the Museum, Replica, and Pocatello Junction facilities. No additional fee will be charged for use or visit of Replica and Pocatello Junction without prior City approval.

The Society shall retain all revenues associated with admission to the Replica, Junction and Museum facilities, as well as all associated Replica Gift Shop revenues.

F. Facility Rental and Other Associated Fees: The Facility Rental and Other Associated Fees charged for reserved use of, or in conjunction with reserved use of the Replica and Junction facilities will be recommended by the Society for approval and adoption by the City.

The Society shall retain all revenues associated with reserved use of, and/or associated concession/vending/catering permits for the Replica and Junction facilities.

The Society shall allow traditional annual City and/or Zoo Idaho affiliated special event use of the Replica and Junction facilities, as well as associated concession, vending, or catering activities in conjunction with said use, at no cost to the City.

***Beer/Wine Permits**

\$50.00

**Allowable alcoholic beverages/permits for the Replica and Junction facilities shall be limited to beer and wine only, and shall be issued by the City.*

The City shall retain all Beer/Wine Permit revenues associated with the Replica and Junction facilities.

- G. Season of Operation: The City and Society understand and agree that, on an annual basis, the Replica and Junction shall at a minimum be open during the following seasonal schedule:

- The Saturday of Memorial Day weekend through Labor Day

The Society shall have the option, at their discretion, to open the Replica and Junction facilities either prior to the Saturday of Memorial Day weekend, or after Labor Day, should they so desire.

- H. Operating Hours: It will be the option of the Society to set the hours of operation of the Replica and Junction as they deem appropriate, and based on availability of staff. However, the City and Society understand and agree that the Replica and Junction shall at a minimum be open as during the 2026 season schedule, as follows:

Monday – Saturday	10:00 a.m. to 5:00 p.m.
Sunday	Closed

It is understood by the City and Society that hours of operation for outdoor Replica and Junction facilities are “weather permitting”, and that the Replica and Junction facilities are subject to closure during the winter months and other periods of inclement weather, at the discretion of the Society.

- I. Independent Entities: It is acknowledged and agreed by the Society and the City that in all aspects of this Agreement and otherwise, the Society will operate the Replica and Junction facilities, in addition to the Museum facility, and the City will maintain the Replica and Junction facilities, separately and independently, except for the limited provisions contained in this Agreement.
- J. Voluntary Termination: Either party to this Agreement may terminate same, without cause, at any time, upon giving written notice to the other party not less than sixty (60) days in advance of the effective date of such termination, such notice to be given in the manner hereinafter specified for notices.
- K. Termination Upon Society Default: The City will have the right to terminate this Agreement immediately and without notice in the event the Society is in default of its obligations under the terms of this Agreement. The Society will be in default if it breaches the terms of this Agreement and such breach is not corrected within seven (7) days after written notice thereof is given by the City, pursuant to Article P herein.

The failure by the City to require strict performance of any condition of this Memorandum of Agreement shall not affect the City's right to subsequently enforce the same, nor shall a waiver of any term or condition be construed to be a waiver of any succeeding term or condition of this clause. To be effective, any waiver by the City must be in writing.

- L. Termination Upon City Default: The Society will have the right to terminate this Agreement immediately and without notice in the event the City is in default of its obligations under the terms of this Agreement. The City will be in default if it breaches the terms of this Agreement and such breach is not corrected within seven (7) days after written notice thereof is given by the Society, pursuant to Article P herein.
- M. Indemnification: The Society hereby agrees to fully indemnify and hold harmless, and agrees to protect and defend at its own cost and expense, the City, its officers, employees, agents, and successors from and against any and all risks, suits, damages, judgments, expenses, claims, settlements, or liabilities which the City, its officers, employees, agents, and successors may incur or become liable for as a result of the injury or death of any person or persons, or loss or damage of any property, arising out of or in connection with the activities of the Society under this Memorandum of Agreement, or by any of the Society's employees, agents, invitees, or any other person acting on behalf of the Society.
- The City hereby agrees to fully indemnify and hold harmless, and agrees to protect and defend at its own cost and expense, the Society, its officers, employees, agents, and successors from and against any and all risks, suits, damages, judgments, expenses, claims, settlements, or liabilities which the Society, its officers, employees, agents, and successors may incur or become liable for as a result of the injury or death of any person or persons, or loss or damage of any property, arising out of or in connection with the activities of the City under this Memorandum of Agreement, or by any of the City's employees, agents, invitees, or any other person acting on behalf of the City.
- N. Insurance: Both the City and the Society agree to maintain general liability insurance in an amount sufficient to indemnify and hold the other harmless as provided in paragraph "M" and as required by the Idaho Tort Claims Liability Act.
- O. Assignment: Neither the Society nor the City may assign this agreement to any other party or agency without the prior written consent of the other party.
- P. Notices: Any notice required under this Agreement will be in writing and may be either personally delivered or sent by certified mail, through the United States Postal Service, return receipt requested, postage repaid, addressed to each party at the following addresses, or to such other addresses as the parties may hereinafter designate in writing:

SOCIETY: Bannock County Historical Society Museum
Attn: Arlen Walker, President
3000 Avenue of the Chiefs
Pocatello, ID 83204

CITY: City of Pocatello
Attn: Parks & Recreation Director
Parks and Recreation Dept.
P.O. Box 4169
Pocatello, ID 83205-4169

Any such notice will be deemed to have been given when actually delivered, if personally delivered, or if sent by certified mail then 1) when delivered to the address of the party by the U. S. Postal Service, or 2) in the case of refusal to accept delivery or inability to deliver the notice, the date of the attempted delivery or refusal to accept delivery.

- Q. Failure of Performance: The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this Agreement will not be construed as thereafter waiving any such terms and conditions, but the same will continue and remain in full force and effect as if no such forbearance or waiver had occurred.

IN WITNESS WHEREOF, the parties have executed this agreement on the date indicated below:

DATED this ____ day of _____, 2026.

CITY OF POCA TELLO, a municipal
corporation of Idaho

MARK DAHLQUIST, Mayor

ATTEST:

KONNI KENDELL, City Clerk

DATED this ____ day of _____, 2026.

BANNOCK COUNTY HISTORICAL
SOCIETY, an Idaho corporation

ARLEN WALKER, President

ACKNOWLEDGEMENTS

FOR POCATELLO

STATE OF IDAHO)
 :
COUNTY OF BANNOCK)

On this ____ day of _____, 2026, before me the undersigned, a Notary Public in and for the State, personally appeared Mark Dahlquist and Konni Kendell, known to me to be the Mayor and City Clerk, respectively, of the City of Pocatello, a municipal corporation of Idaho, who executed the foregoing instrument on behalf of said municipal corporation, and acknowledge to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

NOTARY PUBLIC FOR IDAHO
Residing in Pocatello, Idaho.
My commission expires:_____

FOR BANNOCK HISTORICAL SOCIETY:

STATE OF IDAHO)
 :
COUNTY OF BANNOCK)

On this ____ day of _____, 2026, before me the undersigned, a Notary Public in and for the State, personally appeared Arlen Walker, respectively, of the Bannock County Historical Society, an Idaho Corporation, who executed the foregoing instrument on behalf of said corporation, and acknowledge to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

NOTARY PUBLIC FOR IDAHO

Residing in Pocatello, Idaho.

My commission expires:_____