



## BANNOCK COUNTY COMMISSIONERS' – MEETING

### Commissioners' Agenda

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

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

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### **Thursday, November 6, 2025**

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

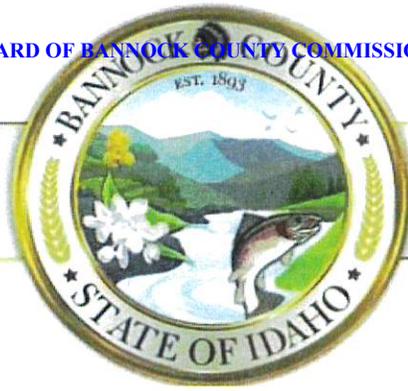
#### **Work Session Agenda:**

- Shanda Crystal, Procurement, regarding a recommendation to award Request for Qualifications to be placed on the Surveyor Review Roster (requested 5 minutes) (action item)
- Scott Crowther, Event Center/Wellness Complex, requesting a fee waiver for Christmas in the Nighttime Skies (requested 5 minutes) (action item)
- Signature on FFY 2026 Traffic Enforcement Grant Project Agreement with the Idaho Transportation Department Office of Highway Safety (action item)
- Operation Green Light Proclamation (action item)

#### **Claims Agenda:**

- Board of Ambulance District: Invoices and Commissioner Report
- Board of Commissioners: Invoices, Commissioners Reports, and Credit Applications

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



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

**ERNIE MOSER**  
Commissioner  
1st District

**JEFF HOUGH**  
Commissioner  
2nd District

**KEN BULLOCK**  
Commissioner  
3rd District

**AGENDA REQUEST FORM**

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

**E-mail this completed form and any supporting documents to [agendarequest@bannockcounty.us](mailto:agendarequest@bannockcounty.us) by NOON on the Thursday prior to the scheduled meeting.**

**Name/Department:**

Shanda Crystal/Procurement

**Item to be considered/background:**

To discuss a recommendation to award Request for Qualifications to be placed on a Surveyor Review Roster.

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

5 minutes

11/6/25

**Does this item involve a contract, agreement, external funding application or award acceptance?**

YES  NO

**Have all supporting documents been included with this form?**

YES  NO

**List of attendees:**

Alisse Foster

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

Commissioner Office Only:  
Date: 11/6/25 Time: \_\_\_\_\_

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## Business Meeting Agenda Request Form

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Requestor Name:

Teri Jones

Department:

Event Center

Requestor Email:

tjones@bannockcounty.us

Item(s) to be considered:

Fee waiver and use of space, the same as past years

Date of meeting being requested:

11/06/2025

Time requested:

5 Minutes

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

Contract

Contract/Agreement Begin Date:

11/28/2025

Contract/Agreement End Date:

11/30/2025

List of additional attendees:

Scott Crowther, Chaney Nielsen, Teri Jones, *Stephanie Bercier, Melissa Hartman, Jinityn Wardlaw*



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

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

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

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

**APPLICATION INFORMATION**

- Company/Origination Name: (event host) \_\_\_ Toys for Tots \_\_\_\_\_
- Contact Name: (who will sign the contract) \_\_\_Jinilyn Wardlow\_\_\_\_\_ Title: Event Organizer\_
- Mailing Address: \_\_\_3077 Dartagnan Dr\_\_\_\_\_
- City: \_\_\_Pocatello\_\_\_\_\_ State: \_\_\_\_\_ ID \_\_\_\_\_ Zip Code: \_\_\_83204\_\_\_\_\_
- Cell Phone: \_\_\_208-242-7641\_\_\_\_\_ Email: \_events.toysfortotsdet698@gmail.com\_\_\_\_\_

**EVENT INFORMATION**

- Event Name: \_\_\_Christmas in the Nighttime Skies\_\_\_ Area Requested: \_\_\_Fairgrounds(Track and Building) B Soccer Field
- Event Description: \_\_\_Firework and Chili fundraiser with Bonfires\_\_\_\_\_
- Event Date(s): \_\_\_November 29,2025\_\_\_\_\_ Estimated Number of Attendees: \_\_\_1,000-2,000\_\_\_\_\_
- Event Start Time: \_\_\_6:00pm\_\_\_\_\_ Event End Time: \_\_\_\_\_10:00pm (?)\_\_\_\_\_
- Additional Set-Up or Tear Down Days (if needed): \_\_\_November 28 & November 30, 2025\_\_\_\_\_
- Paid Admission Event: YES X\_ NO - Cost \_\_\_New, Unwrapped Toy Donated\_ Event Open to the Public: YES X NO
- 501(c)(3): YES \_X\_ NO \_ Non-Profit Name: \_\_\_Toys for Tots\_\_\_\_\_ Tax ID #: \_\_\_20-3021444\_\_\_\_\_
- 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.

FY22 Fees Adopted by R.S. No. 2021-90

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

**THE APPLICANT SHALL:**

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

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

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

Not do any additional electrical wiring without permission of County.

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

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

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

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

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

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

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

**Requesting a fee waver**

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 11/6/25

Jeff Hough, Chairman

\_\_\_\_\_ Date 11/6/25

Ernie Moser, Commissioner

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

\_\_\_\_\_ Date 11/6/25

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 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.

10/28/25  
Date

/s/ Jinilyn Wardlow  
Applicant

Jinilyn Wardlow  
Print Name

**ADDITIONAL EVENT INFORMATION**

EVENT NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

TIME OF EVENT: \_\_\_\_\_

AREA: \_\_\_\_\_

ADDITIONAL EVENT DETAILS:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SPECIAL SET UP INSTRUCTIONS:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTES/DRAWINGS:

# EVENT CENTER, WELLNESS COMPLEX, RV PARK

## FEE SCHEDULE

Area	Description	Cost		Unit	Quantity	Total
		Half Day	Full Day			
BCEC	Pavilions 1-4	\$50	\$100	Per Pavilion		
BCEC	Basketball Court	\$50	\$100	Per Court		
BCEC	Volleyball Courts	\$50	\$100	Per Court		
BCEC	Multi-Use Fields	\$150	\$300	Per Field		
BCEC	Championship Field	\$175	\$350	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	Arena 1	\$150	\$300	Half (4 hours or less) /Full Day (anything over 4 hours)		
BCEC	Arena 2	\$100	\$200	Half (4 hours or less) /Full Day (anything over 4 hours)		
BCEC	Arena 3	\$75	\$150	Half (4 hours or less) /Full Day (anything over 4 hours)		
BCEC	Building B (Concrete Floor/Heated)	\$175	\$350	Half (4 hours or less) /Full Day (anything over 4 hours)		
BCEC	Tack/Hay Room	\$20		Per Day		
BCEC	Horse Stalls	\$20		Per Day		
BCEC	Horse Stall w/Run	\$30		Per Day		

FY22 Fees Adopted by R.S. No. 2021-90

BCEC	Stall Bedding (Sawdust)	\$15	Per Bag		
BCEC	Cattle Panel	\$10	Per Panel/Per Day		
RV	Full Hookups (Water, Electricity, Sewer)	\$45	Per Day		
RV	Partial Hookups (Water & Electricity)	\$35	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		
EQUIP	Hot Spot	\$100	Per Day		
VENDOR	Vendor Admission Fee (Inspection, Permit, Admin)	\$90	Per Month (starts on the 1 <sup>st</sup> and ends on the last day of the month)		
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

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Requestor Name:

Kristi Klauser

Department:

Auditors

Requestor Email:

kristik@bannockcounty.gov

Item(s) to be considered:

\*Signature only\*

Bannock County FY26 TEGPA Agreement

Date of meeting being requested:

11/06/2025

Time requested:

5 Minutes

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

Agreement

Contract/Agreement Begin Date:

Contract/Agreement End Date:

List of additional attendees:



**IDAHO TRANSPORTATION DEPARTMENT OFFICE OF HIGHWAY SAFETY  
FFY 2026 Traffic Enforcement Grant Project Agreement**

This agreement for Federal Fiscal Year (FFY) 2026 (October 1, 2025 – September 30, 2026) is made and enter into by and between: (Agency Name) Bannock County, hereinafter referred to as “Contractor” and the Idaho Transportation Department Office of Highway Safety, hereinafter referred to as “OHS” on the 6 day of NOV, 2025.

**IT IS THE PURPOSE OF THIS AGREEMENT** to provide National Highway Traffic Safety Administration (NHTSA), funded assistance to the Contractor for participation in local and statewide traffic projects as specified in the Triennial Highway Safety Plan (3HSP) target focus areas for the following safety-related activities:

- High visibility traffic enforcement High Visibility Enforcement mobilization
- Mini-grants that support special emphasis on traffic enforcement
- Mini-grants that support traffic enforcement equipment projects
- Mini-grants that support traffic safety-related community collaboration and education efforts
- Mini-grants that support traffic safety-related training

**THE GOAL OF THIS AGREEMENT** is to establish project requirements and a funding process to support the efforts of the contractor to reduce deaths, serious injuries, and economic loss as established in the 3HSP.

**It is, therefore, mutually agreed that:**

1. Contractor will conduct traffic enforcement mobilizations and/or mini-grants in accordance with the criteria established by OHS for each mobilization and/or traffic mini-grant.
2. Contractor will provide a commissioned police officer (active or paid reserve) with appropriate equipment (vehicle, radar, etc.) under conditions identified under Part 5 of this agreement to enforce impaired driving, alcohol beverage control, distracted driving, aggressive driving, safety restraint, school zone violations, bicycle, pedestrian, motorcycle laws with emphasis as designated by OHS and/or crash problem identification.
3. Contractor and/or partnering enforcement agencies will publicize the enforcement effort to increase effectiveness by.
  - a. Working with the media to increase awareness of enforcement efforts; and
  - b. Provide pre and post public outreach such as press releases, social media posts, or other messaging effort and make note of efforts on the Performance Report.
4. Contractor will take a zero tolerance for unbuckled passengers and children during all OHS funded mobilizations and mini grants.
5. Based on the availability of funding and by signing this agreement, Contractor agrees to support statewide highway safety public awareness campaigns and will accept the benefits of having the earned and paid media run in their local communities.

6. OHS will reimburse Contractor for traffic enforcement grant activities at the rate of up to 1.5 times the officer's regular hourly rate plus Contractor's contribution to employee benefits, which are FICA/Medicare, unemployment, worker's compensation and PERSI. Agencies that use reservists may pay up to 1.5 times their documented established hourly rate for traffic enforcement grant activities.
  - a. For this agreement, regular-on-duty personnel hours are not eligible for reimbursement (unless a pre-arranged agreement is made, or it is otherwise stated in the Contractor policy.)
  - b. For this agreement, salaried positions are ineligible for reimbursement unless overtime is allowed and documented through Contractor policies.
  - c. Necessary additional dispatch service overtime may be reimbursed if requested prior to the grant activity.
  - d. Any calls for service that last more than 30 minutes are not considered a "grant activity" and cannot be claimed as grant time.
7. Participation in future mobilizations and mini-grants is contingent on satisfactory performance during the prior mobilization, as determined by OHS. The NHTSA has published a guide that outlines specific strategies and countermeasures relevant to the focus areas.
8. The contractor must submit the following forms in accordance with OHS requirements:
  - a. Performance Reports – required to be completed and submitted via WebCars
    - i. Only the grant-funded citations, warnings and contacts are required to be reported.
    - ii. Agencies are encouraged to conduct public participation and engagement along with outreach and report it in the Performance Reports.
  - b. Overtime Reimbursement Claim Form – complete and submit via WebCars.
    - i. The claim must be signed by an authorizing official whose signature is verified through their individual login.
    - ii. The overtime claim must not be signed by anyone who worked the mobilization.
  - c. Payroll Register – Must be available for review upon request from OHS for the period claimed in the reimbursement claim.
    - i. Payroll verification may be computer generated payroll registers or copies of payroll warrants.
    - ii. Timesheets must be provided and are not considered payroll verification.
    - iii. When possible, payroll verification should be coded to differentiate between OHS grant funded overtime and other sources.
  - d. The contractor will submit a reimbursement claim and performance report within 60 days of completion of the mobilization or grant activity. **Note:** Claims received after October 15, 2026, may not be eligible for reimbursement.
  - e. No documentation, reports or claims submitted to OHS may contain Contractor or its employees', agents' or subcontractors' protected personally identifiable information (Protected Personal Identifiable Information).
9. Contractor will not use the funds for research and development.
10. Assurances and other grant requirements required by NHTSA for all organizations receiving federal grant funds:

- a. Attachment 1 - Agency Certification and Assurances FFY26
- b. Attachment 2 – Risk Assessment (information provided by the Contractor’s financial contact.)

11. Other Grant Requirements:

- a. Unique Entity Identifier (UEI)
  - i. The General Services Administration requires federal funding recipients to have a UEI which is generated by SAM.gov, therefore recipients are to keep their registration current to ensure they receive their UEO.
  - ii. The Contractor agrees it shall maintain current registration in the System for Award Management, SAM.gov, at all times during which it has active federal awards.
  - iii. If the Contractor or its principals or affiliates is disbarred, suspended or ineligible from federal contracting, the Agreement may be terminated immediately.
- b. Personal Identifiable Information - as noted under 2 CFR Chapter 1, Chapter II, Part 200.79, 200.82, 200.303.
- c. Procurement of equipment and materials – equipment purchases shall be subject to requirements governing this agreement, including those for procurement of materials and leasing of equipment.
- d. Code of Conduct – No employee, officer or agent of the Contractor shall participate in the selection, award or administration of a contract supported by grant funds if a conflict of interest, real or apparent, would be involved. Such a conflict may arise when any of the following have a financial or other interest in the firm selected for the award:
  - i. The employee, officer, or agent.
  - ii. Any member of his or her immediate family.
  - iii. His or her partner.
  - iv. An organization which employs or is about to employ any of the above listed.

The contractor guarantees it has not entered into any form of collusion with anyone involving any form of payment, dependent upon or resulting from the award of this contract or subcontract(s).
- e. Conferences, inspection of work, grant monitoring – conferences may be held at the request of either party to this agreement. Conferences may be held in person or by virtual meeting. A representative of OHS and/or the US Department of Transportation (DOT) can conduct an onsite visit for the purpose of inspection and/or assessment of work being performed at any time.
- f. Travel – Grant related local vicinity travel, travel to other parts of the state, and travel outside the state must conform to state policies and procedures. Allowable reimbursements cannot be greater than those authorized for state employees and reimbursements will be made to the Contractor for grant project travel. State policy requires economical and practical modes of travel, as well as moderate dining and lodging.
- g. Tax and compensation liability – OHS will not incur any liability for workers compensation, FICA, withholding tax, unemployment compensation, or any other payment which is not a part of the grant agreement.
- h. Policy inclusion – to receive highway safety grant funds, OHS requires that the Contractor have a Seat Belt Use policy in effect or implement one prior to completion of the agreement. If requested OHS, Contractor will submit their policy to OHS prior to execution of the agreement.

- i. Responsibility for claims and liability – Contractor shall be required to save and hold harmless OHS, the Idaho Transportation Department (ITD), NHTSA, Federal Highway Administration and US DOT from all claims and/or liability due to the negligent acts of the Contractor or the Contractor's subcontractor(s), agents or employee(s).
- j. Failure to comply - with any terms of this agreement may jeopardize Contractor in receiving future funding from OHS.
- k. Eligible organizations – all non-state actors agree to indemnify, defend, and hold harmless employees of the State of Idaho, including ITD, its officers, agents, employees' from and against any and all claims, suits, losses, damages or costs, including reasonable attorney's fees arising from or by the use of grants.
- l. Any dispute, disagreement, or question of fact – concerning this agreement shall be decided by the OHS Highway Safety manager, (OHS HSM). The decision shall be in writing and shall be distributed to the parties concerned. If the Contractor disagrees with the decision by the OHS Highway Safety Manager, the decision may be appealed to the Director of ITD. The appeal must be made in writing within 30 days of the OHS HSM decision and served by certified mail.
- m. Agreement including attachment – constitutes the entire agreement between the parties on the subject matter hereof. There are no understanding, agreements, or representations (oral or written), not specified herein regarding this agreement, shall bind either party unless in writing and signed by both parties and all necessary approvals have been obtained.
- n. Nothing in this agreement – shall be construed as limiting or expanding the statutory or regulatory responsibilities of any agency or individual involved in performing functions granted to them by law; or as requiring either entity to expend any sum in excess of its respective appropriation. Each provision to this agreement is subject to the laws and regulations of the State of Idaho and the United States.
- o. Either party may terminate – this agreement upon 30 days written notice to the other party. In the event of termination of this agreement, the terminating party shall be liable for the performance rendered prior to the effective date of termination.
- p. The parent entity for this contractor – certifies that it conducts an annual audit in accordance with 2CFR part 200 Subpart F, which is available for review upon request. In addition, this contractor has no financial or compliance issues.

#### **Reporting of First-Tier Subawards - 2 CFR Appendix-A-to-Part-170(a)**

**Applicability.** Unless the recipient is exempt as provided in paragraph (d) of this award term, the recipient must report each subaward that equals or exceeds \$30,000 in Federal funds for a subaward to an entity or Federal agency. The recipient must also report a subaward if a modification increases the Federal funding to an amount that **equals or exceeds \$30,000**. All reported subawards should reflect the total amount of the subaward.

##### **1. Reporting Requirements.**

- (i) The recipient must report each subaward described in paragraph (a)(1) of this award term to the Federal Funding Accountability and Transparency Act at [www.sam.gov](http://www.sam.gov) Federal Assistance

- (ii) For subaward information, report no later than the end of the month following the month in which the subaward was issued. (For example, if the subaward was made on November 7, 2025, the subaward must be reported no later than December 31, 2025).

### **Idaho Clauses for Federal Aid and State Funded Contract Provisions**

The following State and Federal Funded contract clauses apply to:

- All grants and contracts with a value over \$100,000
  - *Sub-recipients who receive more than \$100,000 in mobilizations, mini-grants, contracts, or year-long grants must comply*
- All sub-recipients/contractors with more than 10 employees
  - *Cities, Counties, or other entities with more than 10 employees must comply*

18-8703. GOVERNMENT CONTRACTS WITH ABORTION PROVIDERS OR THEIR AFFILIATES PROHIBITED. (1) The state, a county, a city, a public health district, a public school district, or any local political subdivision thereof may not enter into any contract or commercial transaction with an abortion provider or an affiliate of an abortion provider. (2) Subsection (1) of this section shall not apply to: (a) A contract or commercial transaction that is subject to a federal law related to Medicaid; or (b) A hospital, as defined in section 39-1301, Idaho Code.

Per the provisions of Idaho Code §§ 67-2346, ANTI-BOYCOTT AGAINST ISRAEL ACT, and Idaho Code §§ 67-2347A, Prohibition on Contracts with Companies Boycotting Certain Sectors the undersigned certifies that it is not currently engaged in, and will not for the duration of the contract engage in the following: • boycott of goods or services from Israel or territories under its control: or • boycott of any individual or company because the individual or company engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or • boycott of any individual or company because the individual or company engages in or support the manufacture, distribution, sale, or use of firearms, as defined in Idaho Code §18-3302(2)(d).

Idaho Code, §§ 67-2359 states “a public entity in this state may not enter into a contract with a company to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the company is not currently owned or operated by the government of China and will not for the duration of the contract be owned or operated by the government of China.” Company certifies that it is not owned or operated by the government of China.

**Agency Primary Contact (Required)** *(Individual with signing authority for the Contractor)*

Name	Jeff Fullmer
Title	SGT Criminal Division
WebCar Account: Yes/No	Yes
Phone	208-236-7108
Email Address	JFullmer@Bannockcounty.gov
Contractor Physical Address	5800 S 5th Ave Pocatello, ID. 83201
Warrant Mailing Address	624 E Center room 104 Pocatello ID. 83201
UEI (Unique Entity Identifier)	JCN5K8AWYGB1
*Benefit Percentage Rate for Overtime	23.6%
Parent Entity Name (if applicable)	Bannock County

*\*Benefit includes FICA/Medicare, unemployment, worker's compensation, and PERSI – not more than 24%.*

**Contractor Grant Manager Contact (Required)** *(Individual who manages day-to-day grant activities)*

Name	Tereca Argyle
Title	Administrator/Sheriff
WebCar Account: Yes/No	Yes
Phone	208-236-7100
Email Address	TeresaA@Bannockcounty.gov

**Financial Contact (Required)** *(individual responsible for financial reporting on SAM.gov.)*

Name	LuAnn Losee
Title	Grant Manager
WebCar Account: Yes/No	Yes
Organization	Bannock County
Phone	208-236-7335
Email Address	LuannS@Bannockcounty.gov

**By signing below, I certify that this organization understands and will comply with the aforementioned requirements.**

**Contractor's Agent**

Contractor Authorizing Signature: *(Individual with legal authorization to enter into agreement with the ITD on behalf of the contractor.)*

Jeff Hough

Print Name:

Commissioner, Chair      Nov. 6, 2025

Title:

Date:

**State's Agent, Office of Highway Safety**

Josephine Middleton, Highway Safety Manager, ITD

Date:



## Proclamation

**WHEREAS**, the residents of Bannock County have great respect, admiration, and the utmost appreciation for all the men and women who have selflessly served our country and this community in the Armed Forces; and

**WHEREAS**, the contributions and sacrifices of those who served in the Armed Forces have been vital in maintaining the freedoms and way of life enjoyed by our citizens; and

**WHEREAS**, Bannock County seeks to honor individuals who have placed themselves in harm's way and made countless sacrifices for freedom for the good of all; and

**WHEREAS**, veterans continue to serve our community in the American Legion, Veterans of Foreign Wars, religious groups, civil service, and by functioning as County Veterans Service Officers in 29 states to help fellow former service members access more than \$52 billion in federal health, disability and compensation benefits each year. Approximately 200,000 service members transition to civilian communities annually and an estimated 20 percent increase of service members will transition to civilian life in the near future; and

**WHEREAS**, studies indicate that 44-72 percent of service members experience high levels of stress during transition from military to civilian life and active military service members transitioning from military service are at a high risk for suicide during their first year after military service; and

**WHEREAS**, the Bannock County appreciates the sacrifices of our United States military personnel and believes specific recognition should be granted. Therefore be it

**RESOLVED**, with designation as a Green Light for Veterans County, Bannock County hereby declares November 4th through Veterans Day, November 11<sup>th</sup> 2025, a time to salute and honor the service and sacrifices of our men and women in uniform transitioning from active service; therefore, be it further

**RESOLVED**, that in observance of Operation Green Light, Bannock County encourages its citizens in patriotic tradition to recognize the importance of honoring all those who made immeasurable sacrifices to preserve freedom by displaying green lights in a window of their place of business or residence from November 4th through the 11th, 2024.

**IN WITNESS WHEREOF**, We hereby set our hands on this 29<sup>th</sup> of October, in the year two thousand twenty-four.

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Jeff Hough - Chairman  
Bannock County Commissioner

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Ernie Moser  
Bannock County Commissioner

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Ken Bullock  
Bannock County Commissioner