



## BANNOCK COUNTY COMMISSIONERS' – MEETING

### Commissioners' Agenda

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

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

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### **Tuesday, February 3, 2026**

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

**Agenda:**

- Indigent Business may require an Executive Session pursuant to Idaho Code §74-206(1)(d) to consider records exempt from public disclosure (action item)
- City of Pocatello, requesting review of and signature on Intergovernmental Agreement for Building and Mechanical Inspections (requested 5 minutes) (action item)
- Charity Staggs, SICO, regarding approval of and signature on Memorandum of Understanding for Cottonwood Valley Restoration Project Phase 3 (requested 5 minutes) (action item)
- Kiel Burmester, Public Works, seeking review of and signature on the Challenge Cost Share Supplemental Project Agreement with the USDA, Forest Service Caribou-Targhee National Forest (requested 5 minutes) (action item)
- ~~Jeff Hough, Commissioner, requesting a discussion pertaining to Emergency Management Funding (requested 10 minutes) (action item)~~

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

Resolution No. 2026-7 Authorizing the Destruction of Sheriff Records

Resolution No. 2026-8 Approving Tax Cancellation Requests

Resolution No. 2026-9 Authorizing the Destruction of Records

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

- Manual Checks
- Alcohol Licenses and Catering Permits
- Certificate of Residency Approval
- 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
- Mileage and Travel Approvals
- Minutes: Approval of and signature on certification for meeting minutes for January 20 and 22, 2026



FOR COMMISSION OFFICE USE:	
DATE _____	TIME _____

### Agenda Request Form

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

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

**Name/Department:** Outside Agency - City of Pocatello

**Phone/Email:** April Murphy (Permits Tech for City of Pocatello)  
208-234-6263  
amurphy@pocatello.gov

**Item to be considered: Informational background:** Intergovernmental Agreement for inspections.

1. What meeting are you requesting? **February 3, 2026**
2. How much time will be needed for this agenda item? **5 minutes** Select:
3. Is Commission action requested (decision, approval, signature, or guidance)? **Approval and signature.** Select:
4. Does this request involve a contract, agreement, external funding source, or award acceptance? **Agreement** Select:
5. What is the potential financial impact of this request? Select:
6. Have all supporting documents been included with this form? **Yes**
7. Will you be using presentation software or have other presentation needs? (if YES, provide presentation with this form) **No** Select:
8. Name and contact information for others who should be invited to attend:  
**Hal Jensen and Tristan Bourquin**

**INTERGOVERNMENTAL AGREEMENT FOR  
BUILDING AND MECHANICAL INSPECTIONS**

THIS AGREEMENT, hereinafter referred to as "AGREEMENT", made and entered into this 3<sup>rd</sup> day of February, 2026, by and between the CITY OF POCATELLO, a municipal corporation of Idaho, hereinafter referred to as "POCATELLO", and BANNOCK COUNTY, a county in the State of Idaho, hereinafter referred to as "COUNTY":

WITNESSETH:

WHEREAS, Pocatello is in current need of assistance to conduct building and mechanical inspections; and

WHEREAS, County has agreed to assist Pocatello by having Pocatello's building and mechanical inspections performed by County inspectors on a subcontract basis.

NOW THEREFORE in consideration of covenants set forth herein, County and Pocatello agree as follows:

1. EFFECTIVE DATE. The initial term of this Agreement shall be for a one (1) year period, commencing February 5, 2026, and ending February 4, 2027, unless sooner terminated by either party.

2. INSPECTIONS PROVIDED. County agrees, through its appropriate officers and agents, to provide building and mechanical inspections for the City of Pocatello as of the effective date until terminated. Officers and agents shall maintain appropriate certifications as required by Idaho Code to conduct inspections and reviews.

3. ADMINISTRATION. The ongoing administration, initial contact permit issuance, follow-up and enforcement and issuance of stop work orders shall continue to be

handled by Pocatello. County shall do residential plan reviews, unless otherwise informed by the City, and commercial plan reviews and all field inspections. All initial contacts for a permit and for an inspection shall be made to the Pocatello building official at the building official's office and Pocatello shall relay the inspection request to County via e-mail no later than 5 p.m. of the following business day. Pocatello and County anticipate these referrals will be made once a day for follow-up the next day on a first in-first out basis, except for emergency situations, as they arise from time to time.

4. POCATELLO CODE. Inspections and reviews shall be conducted in accordance with Pocatello Municipal Code and Idaho State law.

5. FEE SCHEDULE. The fee schedule will follow the Pocatello Fee Schedule for building and mechanical inspections and reviews.

6. FEE SPLIT. Of charges collected for building and mechanical inspections, Pocatello shall retain twenty-five percent (25%) of the fee for administration and seventy-five percent (75%) of the fee shall be forwarded to County for the actual inspection. These fees shall be remitted on a periodic basis but not less than monthly.

7. PLAN REVIEW. County shall not review plans for single family nor duplex residential construction but will review plans for multi-family and commercial construction. For multi-family and commercial building permits issued, Pocatello will charge sixty-five percent (65%) of the permit fee allowed for plan review fee as established in Table 1-A-Building Permit Fees of the 1997 Uniform Building Code. Pocatello will remit twenty-five percent (25%) of that review fee to County for the building plan. For residential building permits issued, Pocatello will charge thirty-five percent (35%) of the permit fee allowed for plan review fee as established in

Table 1-A-Building Permit Fees of the 1997 Uniform Building Code. Pocatello will remit fifteen percent (15%) of that review fee to County for the residential plan. Pocatello and County agree to monitor the plan review fees and, if the amount charged or the amount reimbursed is not adequate to cover the costs, the review fees may be revised on thirty (30) days written notice from one to the other. Pocatello shall obtain duplicate plans for multi-family and commercial projects and provide one set to County so it can review the plans; upon finalization of a project, County shall return the plans to Pocatello for storage.

8. ENFORCEMENT. All permits, orders, certificates and enforcement procedures related to building or mechanical within the City of Pocatello shall be issued and enforced only by the Pocatello building official although County may render assistance in connection with such activities as necessary to allow implementation.

9. TERMINATION. This Agreement shall be in effect until February 4, 2027. Notwithstanding the foregoing, either party may terminate this Agreement by providing thirty (30) days written notice to the other party. Any inspections in process at the time of termination for which Pocatello has collected a fee shall be completed by County and the fees due County shall be remitted to it by Pocatello.

10. HOLD HARMLESS. County agrees to save and hold harmless Pocatello from any claims, demands, rights or causes of action, property damage, personal injury, costs, expenses and compensation whatsoever which arises out of County's or its employees' negligence or willful conduct while performing duties pursuant to this Agreement. Pocatello agrees to save and hold harmless County from any claims, demands, rights or causes of action, property damage, personal injury, costs, expenses and compensation whatsoever which arises out

of Pocatello's or its employees' negligent or willful conduct while performing duties pursuant to this Agreement.

11. NOT MUTUAL AID. The parties acknowledge this is not a mutual aid or joint powers agreement; this Agreement is simply a contract between Pocatello and County.

12. JURISDICTION. This Agreement shall be interpreted in accordance with the law of the State of Idaho. Jurisdiction shall be the Sixth Judicial District of the State of Idaho, Bannock County.

13. ENTIRE AGREEMENT. This writing embodies the entire agreement of the parties, and they expressly acknowledge that there are not promises, terms, conditions or obligations other than those contained in this Agreement. All previous or contemporaneous communications, representations, or agreements, either verbal or written, between the parties are superseded by this Agreement.

14. ASSIGNMENT. This Agreement shall not be assigned or transferred.

15. NOTICE. Any notice provided under the terms of this Agreement shall be effective upon its placement in the United States mail, first class postage paid, directed to the appropriate entities as follows:

City of Pocatello  
PO Box 4169  
Pocatello, ID 83205

Bannock County  
5500 South 5<sup>th</sup> Ave.  
Pocatello, ID 83204

17. ATTORNEY FEES. If action is brought to enforce the terms or provisions of this Agreement, 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.

18. SEVERABILITY. If any provision or portion of any provision of this Agreement shall be deemed illegal or unenforceable by a court of competent jurisdiction, the unaffected provisions or portions thereof shall remain in full force and effect.

CITY OF POCA TELLO, a municipal corporation of Idaho

\_\_\_\_\_  
MARK DAHLQUIST, Mayor

ATTEST:

\_\_\_\_\_  
KONNI R. KENDELL, City Clerk

BANNOCK COUNTY, a county in the State of Idaho

\_\_\_\_\_  
ERNIE MOSER, Commissioner

\_\_\_\_\_  
JEFF HOUGH, Commissioner

\_\_\_\_\_  
KEN BULLOCK, Commissioner

APPROVED AS TO FORM AND CONTENT:

\_\_\_\_\_  
BRIAN TRAMMELL, Deputy City Attorney



FOR COMMISSION OFFICE USE:	
DATE _____	TIME _____

### Agenda Request Form

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Name/Department: OEM/SICOG

Phone/Email: 208-233-4535

Item to be considered: IDL-MOU Cottonwood Valley Restoration Project Phase 3

Informational background:

Presenting MOU for approval and signature

1. What meeting are you requesting? 2/3/26
2. How much time will be needed for this agenda item? 5 minutes or less
3. Is Commission action requested (decision, approval, signature, or guidance)? Signature
4. Does this request involve a contract, agreement, external funding source, or award acceptance? YES
5. What is the potential financial impact of this request? 0
6. Have all supporting documents been included with this form? YES
7. Will you be using presentation software or have other presentation needs? (if YES, provide presentation with this form) NO
8. Name and contact information for others who should be invited to attend:

Wes Jones, Charity Staggs

**Idaho Department of Lands**

Forestry and Fire Division  
 Forestry Assistance Bureau  
 3284 W. Industrial Loop  
 Coeur d'Alene, ID 83815  
 Phone (208) 769-1525  
 Fax (208) 769-1524



Dustin T. Miller, Director  
 Working Lands, Trusted Stewards  
 Equal Opportunity Employer

**State Board of Land Commissioners**

Brad Little, Governor  
 Phil McGrane, Secretary of State  
 Raúl R. Labrador, Attorney General  
 Brandon D Woolf, State Controller  
 Debbie Critchfield, Sup't Public Instruction

January 26, 2026

Mr. Wes Jones  
 Emergency Director  
 Bannock County  
 5500 South 5th Ave  
 Pocatello, ID 83205  
 wjones@bannockcounty.gov

Re: Cottonwood Valley Restoration Project Phase 3 – Grant # 25WFM-Bannock

Dear Mr. Jones:

The Idaho Department of Lands (IDL) is interested in awarding Bannock County a grant not to exceed **\$240,000**. Funds are to assist in implementation of hazard fuels reduction within the Cottonwood Valley Restoration Project Phase 3 project.

Enclosed is a Memorandum of Understanding (MOU) for Bannock County's consideration, as well as the following documents requiring signature and/or completion.

- Information Collection Form
- Sub-recipient Federal Grant Management Assessment form
- Assurances and Certifications regarding
  - Non-Construction Programs (Form 424 B)
  - Disbarment & Suspension (Form AD-1048)
  - Drug-Free Workplace (Form AD-1049)
  - Lobbying (SF-1500-35)

Once these documents are signed by Bannock County, please return them to IDL via email to:

Tyre Holfeltz  
 Program Manager  
 Wildfire Risk Mitigation  
[tholfeltz@idl.idaho.gov](mailto:tholfeltz@idl.idaho.gov)

Jennifer Harrington  
 Grants/Contracts Operations Analyst  
[jharrington@idl.idaho.gov](mailto:jharrington@idl.idaho.gov)

**This grant does not become official until both Bannock County and IDL sign the MOU (and the additional documents cited above are signed by Bannock County).** The project end date will be **November 30, 2028**. All requests for reimbursement of eligible expenses under this grant will need to be received by IDL no later than **December 31, 2028**, to avoid forfeiture of grant funds.

Should you have any questions regarding these materials, please feel free to contact me. If your questions are of a technical nature regarding the fieldwork to be completed or overall project, please contact Tyre Holfeltz. Thank you for your attention to this matter; I look forward to receiving the signed documents shortly.

Sincerely,

Jennifer Harrington  
 Acting Grants/Contracts Officer

Electronic cc: IDL Staff: Tyre Holfeltz; Bannock: Charity Staggs



Grant Number: 25WFM-Bannock

## MEMORANDUM OF UNDERSTANDING

Between  
Idaho Department of Lands  
And  
Bannock County

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This Memorandum of Understanding (MOU) between the Idaho Department of Lands and **Bannock County**, hereinafter referred to as IDL and GRANTEE, is intended to support the **Cottonwood Valley Restoration Project Phase 3** project. The purpose of this grant is to implement wildfire mitigation activities on non-federal lands within the project area of **Bannock County** to create landscape level wildfire hazard abatement.

IDL, in cooperation with USFS, agrees to reimburse the GRANTEE for allowable expenditures not to exceed the grant award amount of **\$240,000**. Funds are provided by IDL in cooperation with the USFS as part of the National Fire Assistance Western Fire Managers (WFM) grant program which falls under the authority of the Cooperative Forestry Assistance Act of 1978, Public Law 95-313, as amended, through Federal Grant No. 25-DG-11010013-044. The Federal Assistance Listing (formally Catalog of Federal Domestic Assistance-CFDA) number and name are 10.664, Cooperative Forestry Assistance.

GRANTEE is subject to the OMB guidance in subparts A through F of 2 CFR Part 200 as adopted and supplemented by the USDA in 2 CFR Part 400. Adoption by USDA of the OMB guidance in 2 CFR 400 gives regulatory effect to the OMB guidance in 2 CFR 200 where full text may be found.

*NOTE: Copies of the Codes of Federal Regulations can be obtained on-line.*

- 2 CFR Part 200—  
<http://www.ecfr.gov/cgi-bin/text-idx?SID=9428273b8bb558c96bb4f2896b749be6&mc=true&node=pt2.1.200&rqn=div5>
- 2 CFR Part 400—  
<http://www.ecfr.gov/cgi-bin/text-idx?SID=96ea75fd74bd92e1ff1744fc05f15e4f&node=pt2.1.400&rqn=div5>

**The grant guidelines and conditions as set forth by the USFS and IDL include the following:**

### **PROJECT SPECIFIC TERMS**

1. **Project Scope and Estimated Budget:** The GRANTEE will adhere to the provisions outlined in this MOU, budget found in Appendix A, and any future revisions per agreement with IDL.

No changes to the project will be allowed) unless the GRANTEE submits a written request for approval to this office before changes are made and at least 10 days prior to the grant end date, and this request is approved in writing by an authorized representative of IDL identified in this agreement.

*NOTE: IDL is not obligated to fund changes not approved in this manner.*

**Specific Project Scope Items to Be Completed Include:**

*See Reimbursement Terms section of MOU starting on page 5 for additional details regarding required documentation of activities and expenditures.*

- a. **Overall project management**—develop contracts and/or request for proposals; administer contracts; coordinate treatments with private landowners and implement practices (as specified below); and oversee/inspect and monitor all project components.
- b. **Hazard Fuel Reduction**—All templates for or related to the landowner agreement will be provided to the IDL representative listed in this MOU for review in advance of use.
  - i. Only project areas adjacent to USFS projects and listed in the County's current County Wildfire Protection Plan (CWPP) shall be treated.
  - ii. Enter into an official written agreement(s) with each landowner whose lands will be evaluated or treated under this MOU. (See Reimbursement Terms clause 4.e.iv on page 6 of this MOU for more details.) Agreements at minimum will include:
    - 1) Authorization to access the property and/or to conduct the work stipulated in the prescription
    - 2) Treatment location (i.e., latitude/longitude, address or parcel number)
    - 3) Number of acres to be treated
    - 4) A written treatment prescription specific to landowner property and agreed to by landowner (see below clause for details)
  - iii. Identify, develop prescriptions, flag and map treatment unit boundaries that are most beneficial for a community and favor seral and fire-resistant species.
    - 1) Prescriptions will outline what will be removed/reduced and the method to be utilized (mechanical, burning, etc.) and be documented in the signed agreement with the landowner. All dbh trees will be considered to meet below objective.
      - a) Prescriptions will provide for the modification of fire behavior to reduce wildfire impact on non-federal lands during a wildfire event.
  - iv. Treat hazardous fuels on approximately **96** acres of private, state and county lands within the **Cottonwood Valley Restoration Project Phase 3** project area as identified on map in Appendix B.
    - 1) Mechanical or hand treatment methods will be used to thin vegetation by removing standing, down and dead timber; removing ladder fuels by limbing/pruning; and thinning/removing underbrush. Slash will be utilized for firewood, chipped, or piled and burned as environmental and site conditions allow.
  - v. GRANTEE or its contractors (not the landowners) will handle all slash abatement directly within the grant time period.
- c. **Education**—In-person outreach to landowners will be conducted to augment on-the-ground treatments and to increase awareness of wildfire hazard in project areas—personal responsibility of fuels management, home hardening, and wildfire emergency evacuation—beyond what grant assistance can offer.



- treated to avoid *lps* bark beetle infestation. Chipping or masticating is the preferred treatment if slash cannot be burned before spring.
- c. Forest Management and Health Guidance as detailed in Appendix C.
  - d. **Idaho Code Title 54, Chapter 19 Public Works Contractors**—Contractors must have a Public Works License appropriate for the value of the contract for any work on public lands.
6. GRANTEE or any of its contractors subject to the Idaho Statute Title 38 must obtain and submit a Certification of Compliance—Fire Hazard Management Agreement—Notification of Forest Practice form and a Request for Variance (if needed) to IDL’s Private Forestry Specialist at the Eastern Supervisory Area IDL Office at 3563 Ririe Highway, Idaho Falls, ID 83401, 208-525-7167. Work on this hazard fuels reduction project will not begin until those forms are filed and approved.
  7. **Hazardous Fuels Treatment Maintenance:** Funding through this MOU has been provided with the understanding that the treatment(s) will be maintained. Such maintenance activities will not be eligible for additional funding from IDL. The original treatment prescription should be followed for maintenance of the treatment(s) (see Appendix C).
  8. **Performance Reports:** the GRANTEE shall submit **annual** performance reports unless a Progress Report/narrative was submitted with a reimbursement request during that period.
    - a. If annual reports are required, they need to be submitted to IDL by November 30 each year the grant is in effect.
    - b. Performance reports shall include a narrative describing the work completed to date of the project with specific quantitative detail (i.e., acres treated, cost per acre or number of workshops conducted), as well as explain any barriers to timely project completion or cost overruns/high unit costs as applicable. The GRANTEE will provide additional reporting information to IDL, as needed, for reports required by the federal funding source.

### **REIMBURSEMENT TERMS**

1. IDL shall make payments to GRANTEE on a reimbursement basis only. There can be no advances. IDL will reimburse allowable costs for those project activities, approved within this MOU, or modifications approved by both parties in writing, not to exceed the award amount.
2. Up to 15% of grant funds may be held back until the entire project is satisfactorily completed and approved by IDL.
3. **Indirect Cost Rate:** The GRANTEE has **elected to charge** a de minimis rate of 15% of modified total direct costs (MTDC) for indirect as per 2 CFR §§200.1 and 200.414 and associated Appendices. If GRANTEE chooses not to seek full reimbursement of their allowed rate, the difference can be counted toward the required minimum match for the grant.
4. Requests for reimbursement payments can be submitted no more often than **monthly** but at least **quarterly**. Each request will include a narrative summary of progress based on work completed in that billing period, an official reimbursement request form and supporting documentation of expenditures to be reimbursed. GRANTEE will submit reimbursement request via **email to [Reimbursements.FAB@idl.idaho.gov](mailto:Reimbursements.FAB@idl.idaho.gov)**
  - a. Project costs must be documented on the **Reimbursement Request Form** provided by IDL. Documentation supporting all project costs submitted for reimbursement must accompany request. Copies of detailed, itemized and paid invoice/receipt (and payment proof such as copies of checks) are required for all reimbursable expenses. Invoices at minimum should specify the date and type of activity; quantity and rate thereof; and location (if a treatment).

- b. Any GRANTEE claiming reimbursement for employees' time for work on this project must follow strict federal time recording requirements as specified in all OMB Circulars applicable to GRANTEE's organization. Personnel being paid with federal grant funds (even when passed through a state agency) must document 100% of their actual individual paid time and effort and attribute it to specific projects. These personnel activity reports or equivalent, which include both grant funded activities and non-grant activities should be maintained by GRANTEE and made available if audited.
  - i. For reimbursement, GRANTEE must submit enclosed **Grant Recipient Labor Worksheet** or equivalent that records the actual amount of time for each day that each person spent on this specific grant project *for which reimbursement is sought*. The documentation needs to be signed by the staff person or supervisor aware of the work activities.
- c. An IDL **Progress Report** describing the work completed during the report period must be included with each reimbursement request. Detail what was accomplished over what period of time and by whom.
- d. All grant funded project activities and accomplishments (i.e., assessments, planting, treatments, and education efforts) associated with the current reimbursement request must be reported at the time of its submission to IDL by populating the **IDL GIS Federal Grant Database**. (Access to the on-line portal will be arranged by IDL.) Only fully completed activities (including slash mitigation) that have been reimbursed or are being sought for reimbursement in the current request are to be populated in the **IDL GIS Federal Grant Database**. The responsibility for the completeness and accuracy of all data entered lies with the GRANTEE.
- e. Include with each reimbursement request:
  - i. A map of treated acres being sought for reimbursement if individual units are not fully treated (e.g., slash is unmitigated) and therefore not yet entered in to the **IDL GIS Federal Grant Database**. Treatment units should have a unique identifier that correlates to the landowner agreement, contractor invoices, etc. and is reflected on the map and a separate list if needed for clarity.
    - 1) Delineate treatment unit(s) on map with a polygon, line or point that shows location of the unit(s) and number of treated acres by unit, and the unique map id.
  - ii. An **Activities Summary Form** provided by IDL (or equivalent) to document initial in-person landowner education contacts/wildfire events and activities to-date of reimbursement request period, as specified in Project Specific Terms section of this MOU.
  - iii. Before and after photos of project
  - iv. Copies of the agreements, between GRANTEE and individual landowners whose properties are being treated with grant funds, that:
    - 1) State the legal boundaries of the property as determined by landowner
    - 2) Authorize GRANTEE and IDL and their contractors or representatives' access to the property as needed to assess conditions; develop, conduct, inspect treatments; and confirm maintenance
    - 3) Include treatment prescription

- 4) Authorize work as defined in agreement to be done on landowner property (specify quantity of work e.g. number of acres to be treated or assessed)
  - 5) Specify what work, if any, will be the landowner's responsibility to complete, the plan to maintain the fuel modification (usually for a minimum of 10 years), and any other landowner requirements i.e., tax on personal gain from income etc.
  - 6) See MOU Project Specific Terms for additional details on requirements specific to this project
- f. Copies of deliverables, such as brochures, Wildfire Risk Assessments, etc. must be included with final reimbursement request or when GRANTEE requests reimbursement for expenses associated with deliverable (whichever occurs first).
5. Income generated directly from grant-funded activity, such as the sale of waste wood or workshop registration fees will be deducted from the amount reimbursed by IDL under this grant (refer to CFR 200.307 for detailed information). If you are unclear whether your activity falls into this category, contact, IDL Grants/Contracts Officer, Megan Johnson. Income may be invested in additional treatment work with approval of authorized IDL representative. (See Project Specific Term clause 4 on page 4.)
6. **Final grant reimbursement request must be received no later than December 31, 2028.**
- Funds not claimed by the GRANTEE by this date will be forfeited, unless IDL 's authorized representative extends the reimbursement period in writing.
- a. The project will not be considered complete nor approved for final payment until:
    - i. All work agreed to in this MOU (or subsequently agreed to by both parties in writing) is satisfactorily completed and approved by IDL's authorized representative
    - ii. An IDL ***Final Progress Report*** summarizing overall project accomplishments is received and approved by IDL's authorized representative. The report should include quantification of accomplishments in relationship to this MOU's project scope and objectives. If any aspects were not accomplished, then reason for such should be provided. Also, any challenges encountered and how addressed, if applicable should be included. This report may be used by IDL to promote grant program accomplishments to funding source or the public.
    - iii. The ***IDL GIS Federal Grant Database*** is populated with all grant funded project accomplishments and a final ***Activities Summary Form(s)*** is received by IDL as specified in Project Specific Terms section of this MOU.
    - iv. Before and after photos of the project site are received by IDL
    - v. Copies of all deliverables are received by IDL
    - vi. Slash or other debris created by treatments has been burned, chipped, or removed from the property where the work was performed so as to comply with Idaho Statute Title 38.
    - vii. IDL may request additional information, review, inspect and audit the completed work before reimbursement request(s) are paid.

**GENERAL TERMS**

1. **Subawarding or Subgranting:** GRANTEE and their contractors shall maintain current organizational information and the original Unique Entity Identifier (UEI) provided for this MOU in the System for Award Management (SAM) until receipt of final payment. For purposes of this MOU, SAM is the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. This requires annual review and updates, when needed, of organizational information after the initial registration. More frequent review and updates may be required for changes in organizational information or MOU term(s).
  - a. GRANTEE agrees that no vendor or contractor debarred or suspended from being able to work under a federal grant, according to the terms of 2 CFR Part 180, will receive funds under this MOU. Any change to the original UEI provided in this MOU will result in termination of this MOU and de-obligation of any remaining funds. GRANTEES must terminate any subcontract with a vendor that changes its original UEI after the contract is awarded.
  - b. Additional information about registration procedures may be found at the SAM Internet site at [www.sam.gov](http://www.sam.gov).
2. **Contract and Purchasing:** All purchases of goods and services under this grant must be competitively procured in compliance with applicable federal and state laws and regulations and conveyed through a signed written agreement between the parties. Specifically, compliance with federal procurement standards 2 CFR §§200.318 through 200.327, IDAPA **38 Title 05 Chapter 01—Rules of Division of Purchasing** (by state agencies) and **Idaho Code Title 67, Chapter 28—Purchasing by Political Subdivisions** (by city/county governments) is required. Provisions of federal or local laws and regulations, as well as GRANTEE policies, which may be more restrictive, also apply.
3. **Suspension and Debarment:** GRANTEE agrees that no vendor or contractor debarred or suspended from being able to work under a federal grant, according to the terms of 2 CFR Part 180, will receive funds under this MOU.
4. Costs associated with the project and approved in advance by IDL for travel, lodging and meals cannot exceed Idaho State and/or Federal rates for these expenditures. If costs will be higher, GRANTEE will request prior approval with justification before incurring these expenses. IDL will determine if requested costs are reasonable and appropriate.
5. All printed, electronic, or audiovisual materials (including on-line postings and press releases) developed or produced for public distribution or publication under this Agreement **must:**
  - a. Be pre-approved by IDL's authorized representative prior to posting, duplication, publication and dissemination
  - b. Include the following nondiscrimination statement in full for any materials funded with grant dollars:

***In accordance with Federal law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, disability, and reprisal or retaliation for prior civil rights activity. (Not all prohibited bases apply to all programs.)***

***Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, and American Sign Language) should contact the responsible State or local Agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.***

***To file a program discrimination complaint, a complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form, which can be obtained online at <https://www.ocio.usda.gov/document/ad-3027>, from any USDA office, by calling (866) 632-992, or by writing a letter addressed to USA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:***

**(1) Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue SW, Washington, D.C. 20250-9410; or**

**(2) Fax: (833) 256-1665 or (202) 690-7442; or**

**(3) Email: [program.intake@usda.gov](mailto:program.intake@usda.gov).**

If the material is too small to permit the full Non-Discrimination Statement to be included, the material will, at a minimum, include the alternative statement: ***"This institution is an equal opportunity provider"***.

- c. Acknowledge the funding source with a written or verbal statement, which provides credit such as: ***"This project is funded in part by the Idaho Department of Lands in cooperation with the U.S. Forest Service."***
6. **Use of U.S. Forest Service Insignia:** Permission, in writing, must be granted from the U.S. Forest Service's Office of Communications to use the insignia on any published media, such as a webpage, printed publication, or audiovisual production. GRANTEE will consult with IDL regarding appropriate contact and process for obtaining permission.
7. **Right to Copyright:** GRANTEE may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award. IDL and the U.S. Forest Service reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for its or the Federal government's purposes, and to authorize others to do so. IDL's and the U.S. Forest Service rights cited above also apply to other intangible property and to data produced under this award.
8. **Legal Authority:** The GRANTEE shall have the legal authority to receive a grant and enter into this award, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes having sufficient funds to pay the nonfederal share of project costs, when applicable.
9. **Authoritative Identifier:** A current and active Unique Entity ID number must be provided to IDL for GRANTEE to receive funding through this MOU. GRANTEE should maintain registration with the System for Award Management (SAM) during the life of this agreement.
10. **Notifications:**
  - a. The GRANTEE shall immediately notify IDL in writing of developments that have a significant impact on the activities supported under this grant. Also, notification shall be given in case of problems, delays or adverse conditions that materially impair the ability to meet the objectives of the agreement. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.
  - b. The GRANTEE shall immediately inform IDL if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should the GRANTEE or

any of their principals receive a transmittal letter or other official federal notice of debarment or suspension, they shall notify IDL without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

- c. GRANTEE agrees to immediately notify IDL if an employee associated with this grant project is convicted of a drug violation in the workplace. Notification must be in writing, identify the employee's position title, and the grant number of each MOU which the employee worked. The notification must be sent to IDL Program Manager within 10 calendar days after the GRANTEE learns of the conviction.
  - d. GRANTEE shall notify IDL of any changes to key positions and personnel (i.e., authorized GRANTEE representative and/or primary decision makers on project
11. **Eligible Workers:** The GRANTEE shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324(a)). The GRANTEE shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental instruments awarded under this award.
  12. **Trafficking in Persons:** GRANTEE agrees that this award is subject to Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104 (g)). Violations and or failure to report violations can cause this award to be unilaterally terminated without penalty. For more details, see Appendix D.
  13. **Transparency Act:** GRANTEE may need to provide information on this subaward and the compensation of its executives and understands that such information may be reported by IDL as required by the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of Public Law 110-252.
  14. **Members of U.S. Congress:** Pursuant to 41 U.S.C. 22 no United States member of, or United States delegate to, Congress shall be admitted to any share or part of this award, or benefits that may arise there from, either directly or indirectly.
  15. **Financial and Field Audits:** GRANTEE agrees to permit audits and post-audits by representatives of the State of Idaho, the U.S. Forest Service, Inspectors General, and Comptroller General or their representatives, of the project sites and all records pertaining to the project covered by this MOU and access to personnel for discussion related to such documents. Records must be kept for a minimum of three (3) years after completion date of the project or until any litigation, claim, negotiation, audit or other action started before the expiration date is resolved (whichever is later.) GRANTEE's internal retention policies, which may be longer, also apply. Allowed access is not limited to the required retention period but lasts as long as the records are retained.

**Financial Contact:**

***Idaho Department of Lands***

Jamie Baker

Fiscal Department

3284 W. Industrial Loop

Coeur d' Alene, ID 83815

208-769-1525 / 208-769-1524 (f)

[jbaker@idl.idaho.gov](mailto:jbaker@idl.idaho.gov)

16. The persons authorized to make decisions and approvals regarding this project (or their supervisor) are:

**Idaho Department of Lands**

Tyre Holfeltz  
Wildfire Risk Mitigation Program Manager  
3284 W. Industrial Loop  
Coeur d' Alene, ID 83815  
208-666-8653 / 208-769-1524 (f)  
[tholfeltz@idl.idaho](mailto:tholfeltz@idl.idaho)

**Bannock County**

Wes Jones  
Emergency Director  
214 E Center St. Suite 210  
Pocatello, ID 83201  
208-236-7104 / 208-240-1798 (c)  
[wjones@bannockcounty.us](mailto:wjones@bannockcounty.us)

Jennifer Harrington  
Grants/Contracts Operations Analyst  
(for Reimbursement & Reporting questions)  
3284 W. Industrial Loop  
Coeur d'Alene, ID 83815  
208-666-8622 / 208-661-2424 (c)  
[jharrington@idl.idaho.gov](mailto:jharrington@idl.idaho.gov)

17. Failure to comply with the proposal/application or to meet the requirements herein may result in grant cancellation or the retention of grant funds by IDL. Misrepresentation of fact in the proposal/application or an accomplishment report may result in the revocation of the grant. IDL may require grant moneys already dispensed be returned. The responsibility lies with the GRANTEE to administer the program honestly and effectively, as the GRANTEE will be liable for any misappropriation or misuse of funds. If the project no longer effectuates the program goals or agency priorities, the MOU may be terminated in whole or in part. Note if there is a conflict between the proposal/application previously submitted to IDL and this MOU, this MOU takes precedence.
18. The GRANTEE shall comply with all Federal and State statutes relating to nondiscrimination and all applicable requirements of all other State and Federal Laws, Executive Orders, regulations, and policies. The GRANTEE assures that state and federal laws and certifications/policies are in place and adhered to including the following:
- a. Civil Rights—policies and practices of non-discrimination
  - b. Promoting Free Speech and Religions Freedom
  - c. Debarment and Suspension—no vendor or contractor debarred or suspended from being able to work under a federal grant will receive any money under this grant project. (The System for Award Management ([www.SAM.gov](http://www.SAM.gov)) maintains the list of individuals and businesses that are not to receive federal funding.)
  - d. Drug-Free/Smoke-Free Workplace
  - e. Lobbying—no grant funds will be used for lobbying to influence legislation
  - f. Avoidance of Conflict of Interest
  - g. Prohibition Against Using Funds with Entities Requiring Internal Confidentiality Agreements
  - h. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (see 2 CFR 200.216 and Public Law 115-232, Section 889 for additional information)
  - i. Whistleblower Protection (see 41 U.S.C. §4712 for additional information)

- 19. **Freedom of Information Act (FOIA):** Public access to grant or agreement records shall not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to "Freedom of Information" regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 315(e). Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2009 Farm Bill).
- 20. **Non-Liability:** The United States and IDL shall not be liable to GRANTEE for any costs, damages, claims, liabilities, and judgments that arise in connection with the performance of work under this award, including damage to any property owned by the GRANTEE or any third party.
- 21. The sections of this MOU are presumed severable. If any section, or part thereof, or the application of any section to any person or circumstance is declared invalid, that invalidity does not affect the validity of any remaining sections.

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**AGREED:**  
*Bannock County*

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**AGREED:**  
*Idaho Department of Lands*

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**Authorized *Bannock County* Signatory**

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**IDL Authorized Signatory**

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**Print Name**

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Julia Lauch

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**Print Name**

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**Title**

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**Date**

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Division Administrator, Forestry & Fire

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**Title**

---

**Date**

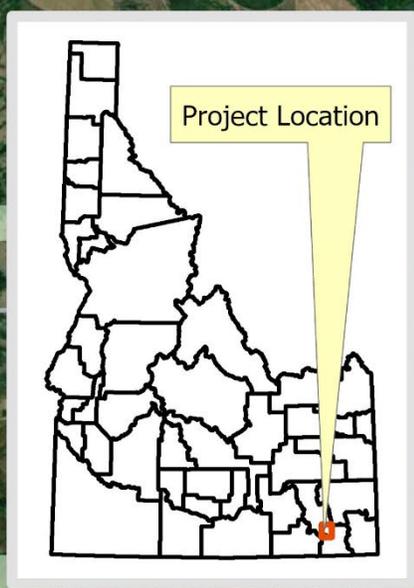
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**GRANTEE's Active Unique Entity ID (SAM) #**

*This institution is an equal opportunity provider.*

<b>Project Budget Estimate Information</b>				
<b>PROJECT COSTS</b>				
(Add rows within sections as needed, see instructions at page bottom.)				
<b>PROJECT EXPENSE DESCRIPTION</b>	<b># UNITS &amp; RATE</b>	<b>GRANT FUNDS REQUESTED</b>	<b>MATCH (Minimum 10% Cash or In-kind Required)</b>	<b>TOTAL</b>
<b>PERSONNEL EXPENSES (List position titles, i.e. City Forester, Project Manager etc. and Include benefits in wage rate)</b>				
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
<b>Total Personnel Expenses</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>OPERATING EXPENDITURES (Specify operating expenses, i.e. pick-up rental, travel, trees, mulch, etc.)</b>				
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
<b>Total Operating Expenses</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>CONTRACTED PROFESSIONAL SERVICES (Specify service contracted, i.e. thinning, graphic design, consultant, tree planting etc.)</b>				
Administration/Project Mgmt	~533 hr @ \$75 hr	\$40,000.00		\$40,000.00
HFT Contractor	~96 ac @ \$2000 ac	\$192,500.00		\$192,500.00
Landowners Match			\$24,000.00	\$24,000.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
<b>Total Contracted Expenses</b>		<b>\$232,500.00</b>	<b>\$24,000.00</b>	<b>\$256,500.00</b>
<b>Total Indirect (calculated based on % of direct expenses)- % rate =</b>	<b>% rate=15%</b>	<b>\$7,500.00</b>		<b>\$7,500.00</b>
<b>TOTAL PROJECT COSTS</b>		<b>\$240,000.00</b>	<b>\$24,000.00</b>	<b>\$264,000.00</b>
<b>Verification of Grand Totals</b>		\$240,000.00	\$24,000.00	\$264,000.00
<b>Difference between Grant Totals</b>		\$0.00	\$0.00	\$0.00
<b>NOTE: Difference totals must equal \$0.00 for budget to be correct &amp; accepted.</b>				

# 25WFM-Bannock Project Area



**Legend**

-  25WFM-Bannock
-  ID Cities
-  County Boundary

Earthstar Geographics

All standards in the Idaho Forest Practices Act administrative rules must be met while conducting any forest practice. Forest practices may include commercial harvesting, commercial thinning, or non-commercial thinning, any of which may produce significant slash. It is important to ensure all ground-based equipment stays out of Stream Protection Zones (SPZ). All piling, burning, and decking are limited to stable locations outside of the SPZ. Tree-retention standards must be met to provide adequate shade of streams. Large woody debris can contribute to fish habitat and stream bank stabilization. Sediment-filtering protections should be used where needed near stream channels and adjacent riparian areas.

## **FOREST MANAGEMENT CONSIDERATIONS & FOREST HEALTH GUIDANCE**

### **PRESCRIPTION**

A specific prescription based on site and stand conditions, and describes the desired prescription outcome will be written by a forester and pre-approved by IDL prior to implementation.

### **THINNING**

Determine preferred leave tree species and desired stand densities. Space trees according to professional forestry practices for the local area. For recommendations, contact the local IDL office.

#### **Desirable Leave Tree Characteristics**

Select leave trees with the following desirable characteristics:

- Straight stem
- Well-formed crown
- Crown class of dominant or co-dominant
- Crown ratio is 40% or larger
- Green needles, no discoloration of foliage
- Free or limited presence of insect or disease damage or symptoms. If present, damage or symptom does not affect growth or survival.
- Vigorous annual terminal growth for past 3 years
- Species preference to be determined by forester based on site and stand conditions

### **PRUNING**

#### **White Pine**

- The most common path of infection of white pine from blister rust is through the lower limbs on young trees. Pruning the lower limbs from the bole of young trees can minimize the susceptibility of western white pine to infection from blister rust.
- Prune all selected white pine 8 feet and greater in height that are free of blister rust infection or that have no bole canker or branch cankers less than 6 inches from the bole. Prune all branches up to 50% of the height of the tree to a maximum height of 8' and remove needles from the bole. Cut branches to within ½ inch of the limb collar with hand pruning shears, loppers or handsaws. Do not damage the bole of the tree or the retained limbs in the pruning operation.
- Additional information can be obtained from IDL.

#### **Mixed Species**

- It is not necessary to prune other species to improve forest health. Pruning other species may be warranted to meet County Wildfire Protection Plan treatments.

**SLASH MANAGEMENT**

Fuel hazards created by thinning or pruning expose the treated stand and adjacent areas to higher risk levels and must be addressed when setting thinning and pruning treatments. The Idaho Forest Practices Act, Idaho Forestry Act and the Fire Hazard Reduction Law and their associated administrative rules and guidelines provide the basis for the management of slash.

**Forest Health Protection**

To prevent Ips beetle attacks, thinning of pine should not occur during the months of December through mid-July. If slash is created between those months, the slash must be treated to avoid Ips bark beetle infestation. Chipping or masticating is the preferred treatment if slash cannot be burned before spring.

**MAINTENANCE OF SHADED FUELBREAKS**

Shaded fuel breaks must be maintained periodically. Frequency of retreatment depends on the forest's productivity (which affects how fast fuels re-accumulate) and how open of a condition is desired. Maintenance of shaded fuelbreak may include cutting, piling, burning, grazing, or herbicide treatments to reduce or prevent fuel accumulation. Develop a retreatment plan with some maintenance occurring each year. The necessary maintenance activities will be minimal if implemented on an annual basis. The original prescription treatment should be followed for maintenance.

**PLANTING**

Successfully establishing trees and shrubs depends upon many factors. To ensure tree and shrub survival, refer to the following technical specifications:

**Forestlands (typically conifers):** <https://www.idl.idaho.gov/wp-content/uploads/sites/2/2021/09/FM-7.pdf>

**Riparian Forest Buffer, Stream bank and Shoreline Protection, Tree/Shrub Establishment, Upland Wildlife Habitat Management, Windbreak/Shelterbelt Establishment, and Hedgerows**

[http://www.nrcs.usda.gov/Internet/FSE\\_PLANTMATERIALS/publications/idpmstn10797.pdf](http://www.nrcs.usda.gov/Internet/FSE_PLANTMATERIALS/publications/idpmstn10797.pdf)

**Willow and Cottonwood Plantings:**

[http://www.nrcs.usda.gov/Internet/FSE\\_PLANTMATERIALS/publications/idpmctn7064.pdf](http://www.nrcs.usda.gov/Internet/FSE_PLANTMATERIALS/publications/idpmctn7064.pdf)

**Riparian Restoration Planting**

Idaho Fish and Game's Handbook for Riparian Restoration and Use of Volunteers in Riparian Habitat Restoration (copies included on MOU Award packet if applicable to project).

**MONITORING OF TREATED AREAS****After the First Year**

- Conduct a walk-through of the thinned area to determine the condition of the residual crop trees, and to document any insect/disease problems, animal damage, wind/snow damage, sun-scalding, and the condition of thinning slash.
- Conduct a survival survey of planted areas. Install enough plots to determine that average number of live trees/acre meets the prescription specifications, planting objective, and FPA rules.

**After the Fifth Year**

- Conduct a formal survey with plots installed to determine species composition, and average heights and diameters along with radial increment growth rates since thinning occurred. Other items such as condition of thinning slash deterioration, and mortality of leave trees should be noted and documented in follow-up inspection reports (s).
- Conduct a walk-through of planted areas to determine tree survival and document any insect/disease problems, animal damage, excessive weed competition, and wind/snow damage.

**TRAFFICKING IN PERSONS**

- a. **Provisions applicable to a Cooperator that is a private entity.**
1. You as the Cooperator, your employees, subrecipients under this award, and subrecipients' employees may not—
    - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
    - ii. Procure a commercial sex act during the period of time that the award is in effect; or
    - iii. Use forced labor in the performance of the award or subawards under the award.
  2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —
    - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
    - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
      - A. Associated with performance under this award; or
      - B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),".
- b. **Provision applicable to a Cooperator other than a private entity.** We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—
1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
  2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
    - i. Associated with performance under this award; or
    - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),"
- c. **Provisions applicable to any recipient.**
1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
  2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
    - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
    - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
  3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
- d. **Definitions. For purposes of this award term:**
1. "Employee" means either:
    - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
    - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
  2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
  3. "Private entity":
    - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
    - ii. Includes:
      - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
      - B. A for-profit organization.
  4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).



# IDAHO DEPARTMENT OF LANDS

**Project Name:** Cottonwood Valley Restoration Project Phase 3

**IDL Grant #:** 25WFM-Bannock

**Name of Grantee:** Bannock County

## INFORMATION COLLECTION FORM—REQUIRED

The Bannock County has received funding from the Idaho Department of Lands under the Cooperative Forestry Assistance Act of 1978, Public Law 95-313, as amended. This funding requires special reporting and registration requirements. To assist in meeting the requirements, IDL requires that Bannock County provide the information below.

### Complete and Return this Form with the Signed Task Order

Questions	Responses	Special Notes
<b>Unique Entity Identifier</b>	Click or tap here to enter text.	Click or tap here to enter text.
<b>Award Number</b>	25WFM-Bannock	Click or tap here to enter text.
<b>Congressional District of Recipient</b>	Click or tap here to enter text.	Click or tap here to enter text.
<b>Amount Awarded to Recipient</b>	\$240,000.00	Click or tap here to enter text.
<b>Recipient Mailing Address</b>	Click or tap here to enter text.	

### Assurance of Positive Time Recording

**Recipients of federal grant funding (passed through IDL), must account for 100% of personnel time for each staff person working on this project who is being reimbursed for any of their time with these grant funds.**

*Please complete the following questions:*

1. Will any grantee personnel expenses (staff, interns, apprentices etc.) be reimbursed with funds from this grant?  

Yes       No

**If yes, please respond to the questions below:**

2. All time of those being reimbursed with these grant funds is accounted for 100% after-the-fact (including time spent on non-federal grant funded activities) and its distribution by project is documented in a personnel activity report or equivalent documentation and submitted by individual personnel to the Bannock County fiscal office at least monthly (coinciding with one or more regular pay periods). This documentation is on file and available in the event of an audit.  

Yes       No

- a. If the answer to the above question is no, please explain below how your agency/organization is complying with all OMB Circulars applicable to your organization in regards to personnel compensation supporting documentation requirements.

\_\_\_\_\_  
Click or tap here to enter text.

**NOTE: While 100% of personnel time must be tracked and records maintained on file, only the time spent on this project that is being reimbursed needs to be reported to IDL.**

### Names and Compensation of the Five Most Highly Compensated Officers of the Recipient

**If you do not meet the requirements below, write N/A in line 1.**

Provide the information below for the calendar year in which the grant is awarded if -

- (i). The total Federal funding authorized to date under this award is \$30,000 or more;
- (ii). In the recipient's preceding fiscal year, the recipient received—
  - (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
  - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
- (iii). The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

<b>Names and Total Compensation* of the Five Most Highly Compensated Officers of Recipient</b>	1.Click or tap here to enter text.	\$Click to enter.
	2.Click or tap here to enter text.	\$ Click to enter.
	3.Click or tap here to enter text.	\$ Click to enter.
	4.Click or tap here to enter text.	\$ Click to enter.
	5.Click or tap here to enter text.	\$ Click to enter.

**\* "Total Compensation" means the cash and noncash dollar value earned by the executive during the recipient's past fiscal year of the following (for more information see 17 CFR 229.402(c)(2):**

- (i). Salary and bonus
- (ii). Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (revised 2004) (FAS 123R), Shared Based Payments.
- (iii). Earnings for services under non-equity incentive plans. Does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- (iv). Change in pension values. This is the change in present value of defined benefit and actuarial pension plans.
- (v). Above-market earnings on deferred compensation which are not tax-qualified.
- (vi). Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

### Certification Statement

**By signing below, as an official signatory for the Bannock County I certify that the information provided above regarding *Compensated Officers* and the *Personnel Time Recording* policy applicable to this grant is current and correct.**

Click or tap here to enter text.

**Print Name of Official Signatory and Title**

Click or tap to enter a date.

**Signature of Official Signatory**

**Date**



USDA, Forest Service

OMB 0596-0217  
FS 1500-35

**CERTIFICATION REGARDING LOBBYING**

Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 4 CFR Part 418 Appendix A, Certification Regarding Lobbying. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Forest Service determines to award the covered transaction, grant, or cooperative agreement.

**Lobbying**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative

agreement, the undersigned shall complete and submit Standard Form-LLL, 'Disclosure Form to Report Lobbying.' in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

SIGNATURE		
APPLICANT'S SIGNATURE (BY)	TITLE/RELATIONSHIP OF THE INDIVIDUAL IF SIGNING IN A REPRESENTATIVE CAPACITY	DATE SIGNED (MM-DD-YYYY)
	Commissioner, Chairman	2/3/2026



USDA, Forest Service

OMB 0596-0217  
FS 1500-35**Burden Statement**

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 9 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotope, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

**ASSURANCES - NON-CONSTRUCTION PROGRAMS**

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL  	TITLE <i>Commissioner, Chairman</i>
APPLICANT ORGANIZATION <i>Bannock County</i>	DATE SUBMITTED <i>2-3-2026</i>



**Certification Regarding Drug-Free Workplace Requirements (Grants)  
Alternative I – For Grantees Other Than Individuals**

*The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing §§ 5151-5160 of the Drug-Free Workplace Act of 1998 (Pub. L. 100-690, Title V, Subtitle D: 41 U.S.C. § 8101 et seq.), and 2 CFR Parts 182 and 421. The regulations were amended and published on June 15, 2009, in 74 Fed. Reg. 28150-28154 and on December 8, 2011, in 76 Fed. Reg. 76610-76611. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the grant.*

*According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal or civil fraud, privacy, and other statutes may be applicable to the information provided.*

***(Read instructions on page three before completing certification.)***

- A. The grantee certifies that it will or will continue to provide a drug-free workplace by:
1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  2. Establishing an ongoing drug-free awareness program to inform employees about –
    - a. The dangers of drug abuse in the workplace;
    - b. The grantee's policy of maintaining a drug-free workplace;
    - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - d. The penalties that may be imposed upon employees for drug-abuse violations occurring in the workplace.
  3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph A.1.
  4. Notifying the employee in the statement required by paragraph A.1 that, as a condition of employment under the grant, the employee will –
    - a. Abide by the terms of the statement; and
    - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than 5 calendar days after such conviction;
  5. Notifying the agency in writing, within 10 calendar days after receiving notice under subparagraph A.4.b from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
  6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph A.4.b, with respect to any employee who is so convicted –
    - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or, local health, law enforcement, or other appropriate agency;

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs A.1 through A.6.	
B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:	
PLACE OF PERFORMANCE <i>(Street Address, City, County, State, Zip Code)</i>	
Check <input type="checkbox"/> if there are workplaces on file that are not identified here.	
ORGANIZATION NAME <i>Bannock County</i>	PR/AWARD NUMBER OR PROJECT NAME <i>Cottonwood Valley Restoration Project Phase 3.</i>
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S) <i>Jeff Hough, Commissioner, Chairman</i>	
SIGNATURE	DATE <i>2/3/2026</i>

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the State or local Agency that administers the program or contact USDA through the Telecommunications Relay Service at 711 (voice and TTY). Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

USDA is an equal opportunity provider, employer, and lender.

**Instructions for Certification**

- (1) By signing and submitting this form, the grantee is providing the certification set out on pages 1 and 2 in accordance with these instructions.
- (2) The certification set out on pages 1 and 2 is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
- (3) Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
- (4) Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).
- (5) If the workplace identified to the agency changes during the performance of the grant, the grantee must inform the agency of the change(s). If it previously identified the workplaces in question, see instruction (3) above.
- (6) Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:
  - "Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act, 21 U.S.C. §812, and as further defined by 21 CFR §§ 1308.11-1308.15.
  - "Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.
  - "Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance.
  - "Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) all "direct charge" employees (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant and, (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement, consultants or independent contractors not on the grantee's payroll, or employees of subrecipients or subcontractors in covered workplaces).

AD-1048

OMB No. 0505-0027  
Expiration Date: 09/30/2025

## Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 CFR §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal or civil fraud, privacy, and other statutes may be applicable to the information provided.

*(Read instructions on page two before completing certification.)*

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME <i>Bannock County</i>	PR/AWARD NUMBER OR PROJECT NAME <i>Cottonwood Valley Restoration Project Phase 3</i>
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S) <i>Jeff Hough, Commissioner, Chairman</i>	
SIGNATURE	DATE <i>2/3/2026</i>

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the State or local Agency that administers the program or contact USDA through the Telecommunications Relay Service at 711 (voice and TTY). Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

USDA is an equal opportunity provider, employer, and lender.

*Instructions for Certification*

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower tier participant must provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 CFR Parts 180 and 417. You may contact the Department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it may not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the General Services Administration's System for Award Management Exclusions database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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



ERNIE MOSER  
Commissioner  
1st District

JEFF HOUGH  
Commissioner  
2nd District

KEN BULLOCK  
Commissioner  
3rd District

## Business Meeting Agenda Request Form

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

Requestor Name:

Kiel Burmester

Department:

Public Works

Requestor Email:

kielb@bannockcounty.us

Item(s) to be considered:

Supplemental Project Agreement (SPA) with the Forest Service for snowmobile grooming

Date of meeting being requested:

~~01/27/2026~~  
2/3

Time requested:

5 Minutes

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

Agreement

Contract/Agreement Begin Date:

01/27/2026

Contract/Agreement End Date:

06/30/2030

List of additional attendees:



USDA, Forest Service

OMB 0596-0217  
FS-1500-10BFS Agreement No. 26-CS-11041500-011

Cooperator Agreement No. \_\_\_\_\_

**CHALLENGE COST SHARE SUPPLEMENTAL PROJECT AGREEMENT**  
 To  
**MASTER CHALLENGE COST SHARE AGREEMENT # 25-CS-11015600-002**  
 Between  
**BANNOCK COUNTY**  
 And The  
**USDA, FOREST SERVICE**  
**CARIBOU-TARGHEE NATIONAL FOREST**

This Supplemental Project Agreement (SPA) is hereby made and entered into by and between Bannock County, hereinafter referred to as "County," and the United States Department of Agriculture (USDA), Forest Service, Caribou-Targhee National Forest hereinafter referred to as the "U.S. Forest Service," as specified under the provisions of Master Challenge Cost Share Agreement 25-CS-11015600-002.

Title: Snowmobile Trail Grooming State Designated Snowmobile Area #3

**I. GENERAL PROJECT DESCRIPTION:** This Supplemental Project Agreement will serve to plan and execute the Annual Operating Plan for snowmobile trail grooming on NFS lands in Idaho State Designated Snowmobile Area # 3

**II. RESPONSIBILITIES:**

A. The County shall:

1. Groom the designated trails on NFS lands in the State Designated Snowmobile Area as shown on the attached grooming map (**Exhibit 1**). The grooming season is approximately mid-December through mid-April. Grooming activities will be conducted within funding levels.
2. Groom only when adequate snow cover is available to minimize wear on the Over Snow Vehicle (OSV). Whenever possible, grooming will occur during nighttime hours.
3. Assist the U.S. Forest Service with trail maintenance on NFS lands, as necessary, to keep the snowmobile trails open. Groomed trails shall be wide enough (at least 16 feet wide) for unobstructed OSV passage. These tasks include brushing, limbing, and downfall removal.
4. Identify groomed routes that need brushing, and coordinate with the Forest Service and volunteers to accomplish work during the summer or fall months that meets Forest Service brushing standards.



5. Inform Forest Service of repairs to Summer Road Signs and install temporary signs if agreed between Forest Service and County.
  6. When the County has knowledge of any trail hazards or trail issues that create a high probability of harm to persons or property, the County will take timely action to mitigate or remove the hazard and apprise the Forest Service within 24 hours, or when practicable. With the exception of trail closures, these mitigation measures do not require prior notice or Forest Service approval. The County has no authority to close trails on NFS lands, only the Forest Service will close trails.
  7. Consult with Forest Service on any trail location changes on NFS lands prior to making those changes.
  8. Purchase, install, and maintain snow poles marking the groomed routes.
  9. Acquire permission from private land owners where trails cross private land and provide signing consistent with the rest of the trail system.
  10. Provide trained personnel to operate the OSV and grooming implements.
  11. Perform in accordance with the Financial Plan (**Exhibit 2**).
  12. Provide the names of the persons who will serve on the County Snowmobile Advisory Committee.
- B. The U.S. Forest Service shall:
1. Create and maintain a sign plan for the snowmobile trails and trailheads for the groomed trails on NFS lands in Idaho State Designated Snowmobile Area #3. The sign plan is a list of signing standards and guidelines that offer the minimum traffic control device characteristics; including sizes, shapes, dimensions and colors, recommended at and/or adjacent to all trail crossings, intersections, junctions, and trails located on NFS land within the Caribou-Targhee National Forest and are part of the snowmobile trail system.
  2. Perform in accordance with the Financial Plan (**Exhibit 2**).
  3. Ensure all gates are signed and serviceable. Post and monitor travel management signs at the gates and monitor throughout the season.
  4. Share responsibility with the County for the management of gates throughout the entire grooming/snowmobiling season.
  5. Provide County with Summer Road Signs for temporary winter installation when these signs are reported damaged or missing.

	USDA, Forest Service	OMB 0596-0217 FS-1500-10B
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6. Coordinate with the County to accomplish groomed route brushing work during the summer or fall months that meets Forest Service brushing standards.
7. Upon notification from the County of potential trail hazards, the Forest Service will evaluate for trail closure and issue such closure if warranted.

### III. CONTACTS & TIME LIMITS:

- A. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

#### Principal Cooperator Contacts:

<b>Cooperator Program Contact</b>	<b>Cooperator Administrative Contact</b>
Kiel Burmester 5500 South 5 <sup>th</sup> Ave. Pocatello, ID 83201 Telephone: 208-236-9591 Email: kielb@bannockcounty.gov	Bobette Beesley 5500 South 5 <sup>th</sup> Ave. Pocatello, ID 83201 Telephone: 2082339591 Email: bobbetteb@bannockcounty.gov

#### Principal U.S. Forest Service Contacts:

<b>U.S. Forest Service Program Manager Contact</b>	<b>U.S. Forest Service Administrative Contact</b>
Samantha Solomon, Rec Staff Officer Westside Ranger District 4350 S. Cliffs Dr. Pocatello, ID 83204 Telephone: 208-236-7524 Email: samantha.solomon@usda.gov	Lucas Knowles Grants Management Specialist Region 4 North Zone 324 25 <sup>th</sup> St. Ogden, UT 84401 Telephone: 385-832-9834 Email: Lucas.Knowles@usda.gov

- B. SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM). County shall maintain current organizational information and the original Unique Entity Identifier (UEI) provided for this agreement in the System for Award Management (SAM) until receipt of final payment. This requires annual review and updates, when needed, of organizational information after the initial registration. More frequent review and updates may be required for changes in organizational information or agreement term(s). Any change to the original UEI provided in this agreement will result in termination of this agreement and de-obligation of any remaining funds. For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of



business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at [www.sam.gov](http://www.sam.gov).

- C. AVAILABILITY FOR CONSULTATION. Both parties will make themselves available at mutually agreeable times, for continuing consultation to discuss the conditions covered by this agreement and agree to actions essential to fulfill its purposes.
- D. MODIFICATIONS. Modifications within the scope of this SPA shall be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made in writing, at least 60 days prior to implementation of the requested change. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.
- E. U.S. FOREST SERVICE PARTNERSHIP AGREEMENT TERMINATION. This agreement may be terminated, in part or in its entirety, under any of the following circumstances:
1. If the Cooperator/Recipient fails to comply with the U.S. Constitution, Federal statutes, regulations, or terms and conditions of the Federal agreement. Examples of terms and conditions of this agreement for which failure to comply may result in termination include:
    - SAM.gov: The Recipient shall maintain current organizational information and the original Unique Entity Identifier (UEI) provided for this agreement in the System for Award Management (SAM) until receipt of final payment. Any change to the original UEI provided in this agreement will result in termination of this agreement and de-obligation of any remaining funds.
    - Failure to Report: If financial and performance reports are not submitted timely, according to the terms and schedules outlined in this agreement, this agreement may be terminated and the remaining funds de-obligated.
  2. With the mutual consent of the Recipient.
  3. For the convenience of the U.S. Forest Service, with 30 days written notification to the Recipient.
  4. With 30 days written notification by the Recipient to the U.S. Forest Service, provided that such notification sets forth the reasons for termination, the effective date, and in the case of partial termination, the portion to be terminated.
    - In the event of partial termination by the Recipient, if the U.S. Forest Service determines that the remaining portion of this agreement will not accomplish the purposes for which it was made, the U.S. Forest Service may terminate this agreement in its entirety effective on the date provided in the original notice.



USDA, Forest Service

OMB 0596-0217  
FS-1500-10B

- In the event of full or partial termination by the Recipient, including full termination by the U.S. Forest Service due to the determination referenced in the preceding sub-provision, the U.S. Forest Service may establish a replacement agreement to accomplish similar work as that which has been identified for termination. The Recipient shall be liable to the Government for excess costs incurred as a result of the replacement agreement, as identified by the U.S. Forest Service Grants Management Specialist.
5. If this agreement is funded by an interagency agreement that is terminated in whole or in part, by the funding Federal agency, the U.S. Forest Service will provide to the Cooperator/Recipient written notice of such termination, which will identify the effective date and, in the case of partial termination, the portion to be terminated.

The Recipient shall not incur any new expenses for the terminated portion of this agreement after the effective date of the termination unless such expenses are expressly authorized in the notice of termination or subsequently. The Recipient shall cancel or discontinue as many outstanding expenses as possible. The U.S. Forest Service shall compensate the Recipient for the U.S. Forest Service share of expenses that cannot be cancelled, were properly incurred by the Recipient up to the effective date of the termination and were not incurred in anticipation of termination. The U.S. Forest Service shall not compensate the Recipient for any expenses continuing after termination due to the negligent or willful failure of the Recipient to immediately discontinue the expenses.

The following Terms will apply to any termination:

- Any unobligated balance of cash advanced to the Recipient or unexpended program income must be immediately refunded to the U.S. Forest Service, including any interest earned.
- Within a maximum of 120 days following the date of termination of this agreement, all financial performance and related reports required by the terms of the agreement must be submitted to the U.S. Forest Service by the Recipient. If the reports are not received within 120 days, the U.S. Forest Service will unilaterally close out the award and process the de-obligation of funds without further communication.

When the U.S. Forest Service terminates the agreement prior to the end of the period of performance due to the Recipient's material failure to comply with the terms and conditions of the Federal award, the U.S. Forest Service shall report the termination in SAM.gov.

All subawards and contracts under this award with a total cumulative value in excess of \$10,000 must address termination for cause and for convenience by the Recipient, including the manner by which it will be affected and the basis for settlement.



USDA, Forest Service

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- F. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature and is effective through June 30, 2030 at which time it will expire. The expiration is the final date for completion for all work activities under this agreement.
- G. Accidents resulting in personal injury or property damage in the estimated amount of \$200.00 or more must be reported to a proper Law Enforcement Agency as described in Idaho Code 67-7111.
- H. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement. In witness whereof, the parties hereto have executed this agreement as of the last date written below.

2/3/2026

---

JEFF HOUGH, Commission Chair Date  
Bannock County

---

KIM PIERSON, Forest Supervisor Date  
U.S. Forest Service, Caribou-Targhee National Forest

The authority and format of this agreement have been reviewed and approved for signature.

**LUCAS KNOWLES** Digitally signed by LUCAS  
KNOWLES  
Date: 2026.01.08 12:51:01 -07'00'

---

LUCAS KNOWLES Date  
U.S. Forest Service Grants Management Specialist



USDA, Forest Service

OMB 0596-0217  
FS-1500-10B

## Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

Exhibit 1

26-CS-11041500-011

Snowmobile Grooming Map-Idaho State Designated Snowmobile Area #3

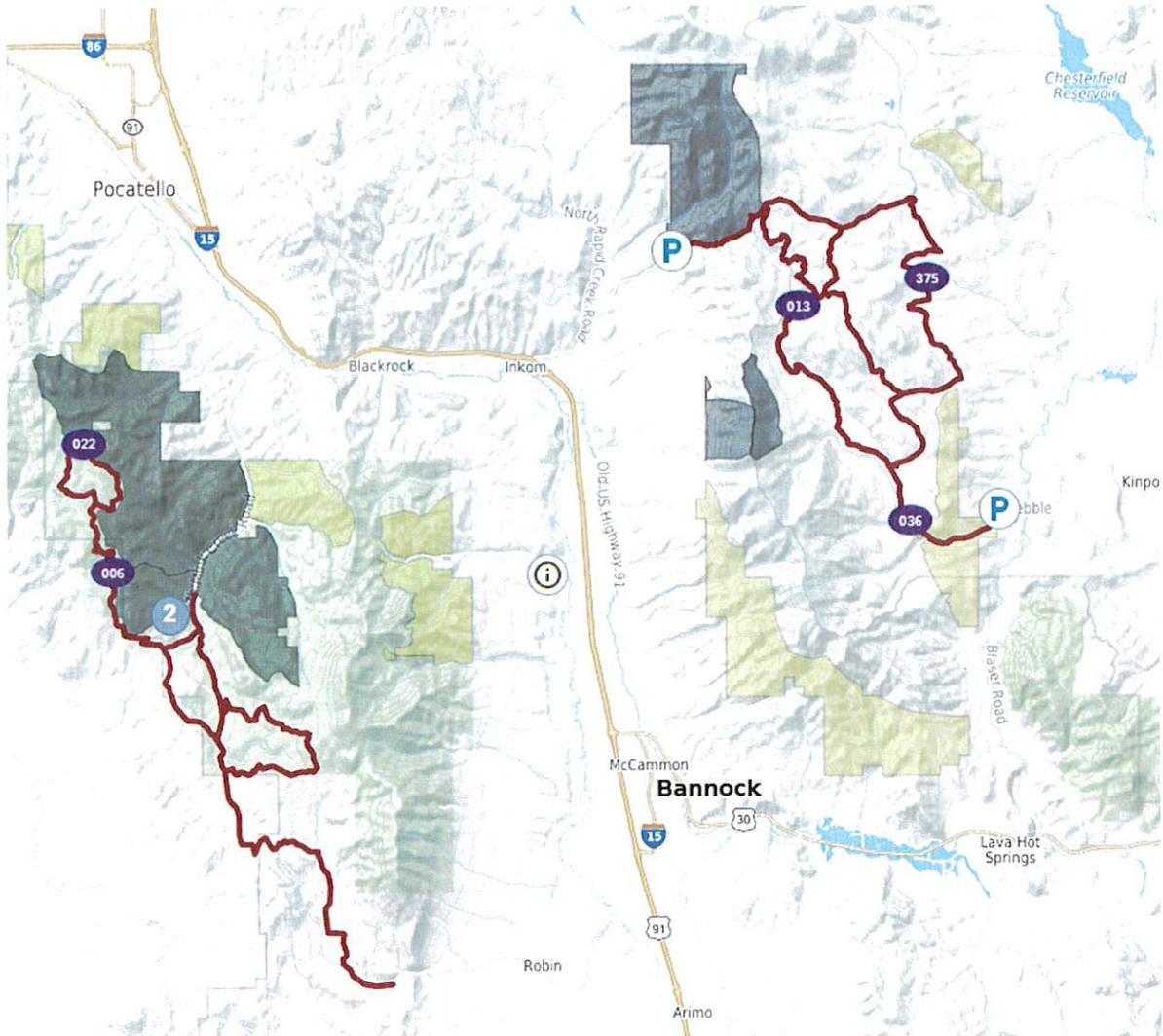


Exhibit 2

Attachment: **Exhibit 2**  
USFS Agreement No.: **26-CS-11015600-011** Mod. No.:  
Cooperator Agreement No.:

Note: This Financial Plan may be used when:  
(1) No program income is expected and  
(2) The Cooperator is not giving cash to the FS and  
(3) There is no other Federal funding

Agreements Financial Plan (Short Form)

Financial Plan Matrix: Note: All columns may not be used. Use depends on source and type of contribution(s).

COST ELEMENTS	FOREST SERVICE CONTRIBUTIONS		BANNOCK COUNTY CONTRIBUTIONS		DEPARTMENT CONTRIBUTIONS		(g) Total
	(a) Noncash	(b) Cash to Cooperator	(c) Noncash	(d) In-Kind	(e) Noncash	(f) In-Kind	
Direct Costs							
Salaries/Labor	\$14,200.00	\$0.00	\$4,215.00		\$2,000.00		\$18,415.00
Travel	\$0.00	\$0.00	\$0.00		\$500.00		\$0.00
Equipment	\$2,875.00	\$0.00	\$9,657.20				\$12,532.20
Supplies/Materials	\$0.00	\$0.00	\$3,834.00				\$3,834.00
Printing		\$0.00			\$100.00		\$0.00
Other		\$0.00			\$3,860.00		\$3,860.00
Other		\$0.00					\$0.00
Other		\$0.00					\$0.00
Subtotal	\$17,075.00	\$0.00	\$17,706.20	\$0.00	\$6,460.00	\$0.00	\$41,241.20
Coop Indirect Costs							\$0.00
FS Overhead Costs	\$2,732.00						\$2,732.00
Total	\$19,807.00	\$0.00	\$17,706.20	\$0.00	\$6,460.00	\$0.00	\$43,973.20
Total Project Value:							\$43,973.20

Matching Costs Determination

Total Forest Service Share =	(b)
(a+b) ÷ (g) = (h)	45.04%
Total Cooperator Share	(f)
(c+d+e+f) ÷ (g) = (i)	54.96%
Total (h+i) = (j)	100.00%

2. Cost Analysis:

Use the following section to show additional information that supports the lump sum figures provided above. The following Cost Analysis boxes, (a)-(f), should provide a cost analysis of the corresponding matrix columns, (a)-(f), above, e.g. matrix column (a) FS Non-Cash Contribution should be analyzed under block (a), below, and matrix column (b) FS In-Kind Contribution should be analyzed under block (b), below, etc. Furthermore, each cost analysis box, below, should have clear labels indicating which cost element, above, is being analyzed, e.g. Salary/Labor = hrs or days x rate; Travel = miles x rate, or months x FOR rate (that is, days x per diem rate; Equipment Use = hrs or days x rate; Supplies & Materials--list of items and estimated cost; Printing = estimated cost per item; Indirect Cost = Direct cost x current indirect rate.

If necessary, add additional sheets for cost analysis. To compress any unwanted portion(s) of this section, highlight the section to be hidden, then select "Format", "Row", and "Hide" from the toolbar.

Column (a) Patrolling, sign plan, public education, plowing projections for the duration of the agreement (5 years).

Forest Service Noncash Contribution

Column (b) Forest Service Cash to Cooperator

Column (c) DPR current fees collect: Resident: \$45.50, Non-Resident: \$59.50 Rentals: \$75.50 of which \$1.50 vendor fee \$1.00 snowmobile related Search and Rescue efforts, 85% goes to the county operated snowmobile grooming programs, Up to 15% goes to administration fees and the printing costs of registration stickers. These figures are projections for the duration of the 5 year agreement.

Cooperator Noncash Contribution

Column (d) Cooperator Third Party In-Kind Contribution

Column (e) 15% of collected designated county revenue goes to administration fees and the printing costs of registration stickers. Avalanche awareness training, meetings, and administration. These figures are projections for the duration of the 5 year agreement.

Cooperator Noncash Contribution

Column (f) Cooperator Third Party In-Kind Contribution

In the Matter of AUTHORIZING THE )  
DESTRUCTION OF SHERIFF RECORDS )

R.S. No. 2026-7  
February 3, 2026

**RESOLUTION**

WHEREAS, Idaho Code §31-871 requires the Board of County Commissioners to authorize destruction of records that are not required as permanent records and that have met the minimum retention period provided by the retention schedules and are no longer required by law or for county business; and

WHEREAS, the Sheriff has requested destruction of records that have exceeded their minimum retention according to the retention schedule, or have been scanned and saved to a permanent location; and

WHEREAS, Idaho Code §31-871(2) states records may only be destroyed by resolution of the Board of County Commissioners after regular audit and upon the advice of the prosecuting attorney;

NOW, THEREFORE, BE IT RESOLVED that the Sheriff is authorized to destruct the original paper records listed below:

- 20 boxes of booking records from 2025
- 15 boxes of temporary inmate records

and that such destruction occur under the supervision of the Bannock County Clerk.

BOARD OF BANNOCK COUNTY COMMISSIONERS

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

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

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

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

In the Matter of APPROVING )  
TAX CANCELLATION REQUESTS )

R.S. No. 2026-8  
 February 3, 2026

### RESOLUTION

WHEREAS, requests for cancellation of taxes were considered on January 20, 2026; and

WHEREAS, these cancellation requests have been reviewed pursuant to Idaho Code §§63-711, 63-1302, 63-1303 and 63-1304;

NOW, THEREFORE, BE IT RESOLVED that the County Tax Collector, Jennifer Clark, is hereby authorized and directed to cancel the following on the tax rolls as listed by year:

- (1) At the request of Assessor Anita Hymas, in a letter dated January 20, 2026, for cancellation of **market value** for the **2023, 2024, and 2025** tax years.

PARCEL NUMBER	OWNER	EXPLANATION	MARKET VALUE TO CANCEL
<b>2025</b>			
MHMHPGH022101	Murales Cruz, Cesar A	MH Moved to Jerome County	\$39,613
RPRPCPP158900	State of Idaho	Remove Landfill Fee	\$150
RPR3851009200	North Bannock Fire Dist	Remove Landfill Fee	\$50
RPRPPOC328500	City of Pocatello	Acquired by City	\$98,410
RPRPPOC210000	Bannock County (IHFA)	County Owned	\$100,000
MHMHLE000801	Hobson, Barry & Edna	HEX not applied on Cat 65	\$9,355
RPRPCPP088700	Luce, Haley	Related Parcel/HEX not applied	\$1,527
LRPB011008200	Clark Radio Electronics	Tower no longer exists	\$19,138
RPRPCPP148000	Ratliff, Gary Brandon	BOE Correction did not get applied	\$337,503
MHMHPFL011405	Harmison, Steven John	HEX Correction	\$37,230
MHMHPB2001706	Casper, Samuel	MH burned cancel 8 months	\$8,520
RPRPRGS000500	Bickley, David Ray	Dev Ex dropped off parcel	\$60,750
RPRPPOC269000	Housing Alliance	Acquired by Housing Alliance	\$18,671
RPRPPOC269100	Housing Alliance	Acquired by Housing Alliance	\$18,883
RPRPPOC269200	Housing Alliance	Acquired by Housing Alliance	\$9,390
RPRPPOC269300	Housing Alliance	Acquired by Housing Alliance	\$17,833
RPRPPOC269400	Housing Alliance	Acquired by Housing Alliance	\$19,371
RPRPPOC269500	Housing Alliance	Acquired by Housing Alliance	\$18,988
RPRPPOC269600	Housing Alliance	Acquired by Housing Alliance	\$18,463
RPRPTRI000200	Housing Alliance	Acquired by Housing Alliance	\$63,149
RPRPTRI000300	Housing Alliance	Acquired by Housing Alliance	\$18,147
RPRPTRI000400	Housing Alliance	Acquired by Housing Alliance	\$18,147
RPRPTRI000500	Housing Alliance	Acquired by Housing Alliance	\$16,130
RPRPTRI000600	Housing Alliance	Acquired by Housing Alliance	\$16,130
RPRPTRI000700	Housing Alliance	Acquired by Housing Alliance	\$18,147
RPRPTRI000800	Housing Alliance	Acquired by Housing Alliance	\$18,147
RPRPTRI000900	Housing Alliance	Acquired by Housing Alliance	\$16,130
RPRPTRI001000	Housing Alliance	Acquired by Housing Alliance	\$16,130
RPRPTRI001100	Housing Alliance	Acquired by Housing Alliance	\$18,147

RPRPTRI001200	Housing Alliance	Acquired by Housing Alliance	\$18,147
RPRPTRI001300	Housing Alliance	Acquired by Housing Alliance	\$18,147
<b>2024</b>			
RPRPRGS000500	Bickley, David Ray	Dev Ex dropped off parcel	\$60,750
<b>2023</b>			
RPRPRGS000500	Bickley, David Ray	Dev Ex dropped off parcel	\$60,750

BOARD OF BANNOCK COUNTY COMMISSIONERS

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

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

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

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

In the Matter of AUTHORIZING THE )  
DESTRUCTION OF RECORDS )

R.S. No. 2026-9  
February 3, 2026

**RESOLUTION**

WHEREAS, Idaho Code §31-871 requires the Board of County Commissioners to authorize destruction of records that are not required as permanent records and that have met the minimum retention period provided by the retention schedules and are no longer required by law or for county business; and

WHEREAS, the Commissioners' Office has requested destruction of records that have exceeded their minimum retention according to the retention schedule, or have been scanned and saved to a permanent location; and

WHEREAS, Idaho Code §31-871(2) states records may only be destroyed by resolution of the Board of County Commissioners after regular audit and upon the advice of the prosecuting attorney;

NOW, THEREFORE, BE IT RESOLVED that the Commissioners' Office is authorized to destruct the original paper records listed below:

- 1976-1988 legal opinions
- 1994 agreements and miscellaneous documents
- 1995 agreements and miscellaneous documents
- 2001 files and miscellaneous documents
- 2014 agreements and miscellaneous files

and that such destruction occur under the supervision of the Bannock County Clerk.

BOARD OF BANNOCK COUNTY COMMISSIONERS

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

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

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

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

**BOARD OF BANNOCK COUNTY COMMISSIONERS  
MINUTES CERTIFICATION**

We, the Board of Bannock County Commissioners, hereby certify approval of the minutes of the Bannock County Commissioners' meetings inclusive of the date(s) of January 20 and 22, 2026, as approved during the meeting of February 3, 2026.

BOARD OF BANNOCK COUNTY COMMISSIONERS

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

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

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

ATTEST:

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



## MINUTES OF THE BOARD OF BANNOCK COUNTY COMMISSIONERS

### Meeting Details

Date of Meeting:	Tuesday, January 20, 2026
Commissioners present:	Ernie Moser, Jeff Hough, and Ken Bullock
Clerk of the Board:	Jason C. Dixon
Absent Board Members:	
Staff present:	Deputy Clerk Nancy Allen, Comptroller Kristi Klauser, HR Director Matthew Phillips, Attorney Jonathan Radford, and PIO Emma Iannacone

### Agenda Details

AGENDA	
	Regular Business (action items)
	<b>Agenda:</b>
1	<ul style="list-style-type: none"> <li>Indigent Business may require an Executive Session pursuant to Idaho Code §74-206(1)(d) to consider records exempt from public disclosure (action item)</li> </ul>
2	<ul style="list-style-type: none"> <li>Approval of and swearing in of Zane Robinson to the Snow Groomers Committee (action item)</li> </ul>
3	<ul style="list-style-type: none"> <li>Todd Mauger, Juvenile Justice, regarding approval of and signature on Site Agreement between Bannock County and Idaho State University (requested 5 minutes) (action item)</li> </ul>
4	<ul style="list-style-type: none"> <li>Anita Hymas, Assessor, requesting signature on Value Cancellation Request (requested 5 minutes) (action item)</li> </ul>
5	<ul style="list-style-type: none"> <li>Jonathan Radford, Prosecutor, seeking to discuss the 63-602nn Ordinance and value threshold (requested 15 minutes) (action item)</li> </ul>
6	<b>RESOLUTIONS AND ORDINANCES (action items):</b> Resolution No. 2026-6 Authorizing the Destruction of Agreement Files
7	<b>SIGNATURE ONLY (action items):</b> Memo approving records to be disposed – Sheriff’s Office Memo approving records to be disposed – Commission Office
8	<b>CONSENT AGENDA (action items):</b> <ul style="list-style-type: none"> <li>Manual Checks</li> <li>Alcohol Licenses and Catering Permits</li> <li>Certificate of Residency Approval</li> <li>Salary Rate Approval Forms/Notice of Separation with Potential Executive Session under Idaho Code §74-206(1)(a)&amp;(b) regarding personnel with potential action following adjournment of Executive Session</li> <li>Mileage and Travel Approvals</li> <li>Minutes: Approval of and signature on certification for meeting minutes for January 13 and 15, 2026</li> </ul>

### Meeting Notes

- 9:00 AM Hough called the meeting to order. Community Resources and Advocacy Director Shantal Lauu presented cremation applications for case numbers 20260010, 20260011 and 20260012. Moser moved to deny case 20260010 and approve case numbers 20260011 and 20260012. The motion passed.

- 2 9:02 AM Moser moved to approve Zane Robinson as a member of the snow grooming board. The motion passed. Robinson was administered an oath as a member of the Snow Groomers Committee.
- 3 9:04 AM Mauger reviewed a contract renewal for the site agreement with ISU for the AmeriCorps program that provides interns. The services and educational benefits from internship were discussed. Bullock moved to approve the AmeriCorps agreement. The motion passed.
- 4 9:10 AM Treasurer Jennifer Clark also appeared. Hymas reviewed the cancellation requests. Moser moved to approve the request from the Assessor. The motion passed.
- 5 9:15 AM Assessor Anita Hymas and Treasurer Jennifer Clark were present. Radford reviewed ordinances for tax exemptions on plant investments and requested authorization to draft an ordinance. Radford was directed to move forward.
- 6 9:26 AM Hough moved to approve Resolution 2026-6. The motion passed.
- 7 9:26 AM Moser moved to approve the memos to dispose of records for the Sheriff and Commission. The motion passed.
- 8 9:27 AM Moser moved to approve the items on the consent agenda. The motion passed.

## Action Item Summary

ACTION/DIRECTION	ASSIGNED TO
Cremation applications were approved for case numbers 20260011 and 20260012 and denied for 20260010.	Indigent
Zane Robinson was appointed to the Snow Groomers Committee.	Public Works
Site Agreement with ISU for AmeriCorps interns was approved.	Juvenile
Tax cancellation requests were approved.	Resolution
Ordinance for 63-602NN tax exemption to be drafted.	Legal
Resolution No. 2026-6 Authorizing the Destruction of Agreement Files was passed.	Clerk
Records were approved for destruction for the Sheriff and Commission offices.	Resolution
Consent agenda items were approved.	Clerk/Auditing/Resolution



## MINUTES OF THE BOARD OF BANNOCK COUNTY COMMISSIONERS

### Meeting Details

Date of Meeting:	Thursday, January 22, 2026
Commissioners present:	Ernie Moser and Ken Bullock
Clerk of the Board:	Jason C. Dixon
Absent Board Members:	Jeff Hough
Staff present:	Deputy Clerk Nancy Allen, Comptroller Kristi Klauser, and PIO Emma Iannacone

### Agenda Details

AGENDA	
<b>Work Session and Claims Meeting (action items)</b>	
<b>Agenda:</b>	
1	<ul style="list-style-type: none"> <li>(AMENDED to include) Kristi Klauser, Auditing, seeking to present review of budget to actual revenue and expenditures for the quarter ending 12/31/2025 to comply with Idaho Code §31-1611(requested 5 minutes) (action item)</li> </ul>
2	<b>Claims Agenda:</b> <ul style="list-style-type: none"> <li>Board of Ambulance District: Invoices and Commissioner Report</li> <li>Board of Commissioners: Invoices, Commissioners Reports, and Credit Applications</li> <li>Salary Rate Approval Forms/Notice of Separation with Potential Executive Session under Idaho Code §74-206(1)(a)&amp;(b) regarding personnel with potential action following adjournment of Executive Session</li> <li>Payroll Report</li> <li>Alcohol Licenses and Permits</li> <li>Certificate of Residency Approval</li> <li>Mileage Reimbursement Requests</li> <li>Technology Request Form</li> <li>Memorandum Authorization for Accounts Payable</li> <li>Cardholder User Agreement and Authorization</li> </ul>

### Meeting Notes

- 9:00 AM Moser called the meeting to order. Moser moved to accept the amended agenda. The motion passed. Klauser reviewed quarterly reporting on revenues and expenditures. Bullock moved to accept the budget report. The motion passed.
- 9:08 AM Bullock moved to approve the items in the claims agenda. The motion passed.

### Action Item Summary

ACTION/DIRECTION	ASSIGNED TO
Amended agenda was accepted.	Clerk
Quarterly budget to actual revenue and expenditure report was accepted.	Auditing
Items in the claims agenda were approved.	Auditing