



## 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, March 24, 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)

### **BOARD OF AMBULANCE DISTRICT**

- Ryan O'Hearn, City of Pocatello Fire Chief, to (1) discuss a capital purchase of a new ambulance and, (2) potentially discuss filling positions in South County (requested 10 minutes) (action item)

### **BOARD OF COUNTY COMMISSIONERS**

- Proclamations: Strengthening Families Month and Week of the Young Child (action item)
- Danae Zeoeda, SICOG, regarding approval to submit two grants for fuel mitigation for Dempsey Creek and Crystal Springs with the Idaho Department of Lands (requested 15 minutes) (action item)
- Scott Crowther, Event Center/Wellness Complex, requesting approval of and signature on (1) Rental Agreement with Load 'em in the Dark (2) grant application for Event Center

AED, and (3) approval to move forward with YDC picnic area (requested 10 minutes) (action item)

- Jeff Hough, Commission, discussion about nuclear survey (requested 5 minutes) (action item)
- Approval of the Bannock County Board of Commissioners Quarterly Jail Inspection report executed on March 19, 2026 per Idaho Code §20-622 (action item)
- Executive Session under Idaho Code §§74-206(1)(e) to consider preliminary negotiations involving matters of trade or commerce in which the governing body is in competition with governing bodies in other states or nations and/or (f) to communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated. The mere presence of legal counsel at an executive session does not satisfy this requirement with potential action following adjournment of Executive Session (requested 10 minutes) (action item)

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

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

**SIGNATURE ONLY (action items):**

Renewal of BLM five-year Law Enforcement Contract

**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
  - Personnel Actions with potential Executive Session under Idaho Code §§ 74-206(1)(a),(b)&(d) for personnel actions or personnel records exempt from disclosure with potential action following adjournment of Executive Session
  - Mileage and Travel Approvals
- Minutes:

10:00 AM Public Hearing for Vacation of Easement - Burrup (action item)



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

ERNIE MOSER  
Commissioner  
1st District

JEFF HOUGH  
Commissioner  
2nd District

KEN BULLOCK  
Commissioner  
3rd District

**AGENDA REQUEST FORM**

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

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

**Name/Department:**

Ambulance District

**Item to be considered/background:**

Capital purchase Chevrolet Tahoe & potential discussion seeking guidance hiring to fill positions in S. County. - still awaiting key information necessary for a decision.

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

10 minutes

3/24/26

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

YES  NO

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

YES  NO

**List of attendees:**

Chief O'Hearn, Chief Grow

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

Commissioner Office Only:

Date: 3/24/26 Time: \_\_\_\_\_

408 EAST WHITMAN  
POCATELLO, ID 83201



208.234.6201  
FAX: 208.233.4043

Ryan O'Hearn - Fire Chief

**TO:** BANNOCK COUNTY COMMISSIONERS  
**FROM:** RYAN O'HEARN  
**SUBJECT:** CAPITAL PURCHASE – CHEVROLET TAHOE  
**DATE:** MARCH 10, 2026  
**CC:** KRISTI DAVENPORT, KRISTI KLAUSER, AUTUMN BAKER

The Bannock County Ambulance District requests approval to purchase one Chevrolet Tahoe to replace a 2003 Chevrolet Avalanche. The purchase would be made through the Smith Auto Group using State of Idaho pricing to satisfy procurement requirements. The cost of the unit is \$57,0669.47. In addition to the cost of the unit the District would request an additional amount up to the budgeted amount for upfitting to include a center console, radios, emergency lighting, siren, and command console. The 2026 capital outlay request included \$75,000 to execute this purchase. The delivery estimate is 16-18 weeks from time of order. Payment would be made at the time of delivery.

**BANNOCK COUNTY COMMISSIONERS**

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner 3/24/26



**BANNOCK COUNTY COMMISSIONERS**

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**ERNIE MOSER**  
 Commissioner  
 1st District

**JEFF HOUGH**  
 Commissioner  
 2nd District

**KEN BULLOCK**  
 Commissioner  
 3rd District

## Bannock County Contract Use Request Form

### Provide Contact Information

County Department	
Department Purchasing Agent (Name)	Ryan O'Hearn
Email/Phone	<a href="mailto:rohearn@pocatello.gov">rohearn@pocatello.gov</a> / (208) 234-6201
Name of Department	Ambulance
Request for the Purchase of	(1) Chevrolet Tahoe
Cost Estimate (attach quote)	\$57,069.47

Original Contracting Entity	
Entity	Smith Chevrolet
Contracted Supplier	Chevrolet
Contact Name	John Giannini
Address	
Email/Phone	<a href="mailto:john@thesmithgroup.com">john@thesmithgroup.com</a> / 208-569-4112

### Provide details of the Procurement

Describe the product or service required	
(1) Chevrolet Tahoe purchased through the Smith Group using State of Idaho contract pricing.	

Original Contract Information	
Contract ID/Reference #	
Contract Award Date	
Contract Terms	



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

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

**Provide the following information for the product or service required**

Product(s)/Service(s)	Quantity Required	Unit Price	Total Item Price
2026 Chevrolet Tahoe	1	\$57,069.47	\$57,069.47
Total Price of Contract Use			

**Department Certifications:**

I certify that the Department has sufficient appropriation balances for payment of the requested product/service.

Department Purchasing Agent:

  
 \_\_\_\_\_  
 Signature

3/10/20  
 \_\_\_\_\_  
 Date

Ryan O'Hearn  
 \_\_\_\_\_  
 Printed Name

Fire Chief  
 \_\_\_\_\_  
 Title

\*\*\*\*\*

Upon approval by procurement and legal counsel, the department may proceed with the purchase and issue its own purchase order for this acquisition. If a contract is required, it must be submitted to the Board of Commissioners for review and approval before a purchase can be made.

Approved by Procurement on \_\_\_\_\_

Approved by Legal on \_\_\_\_\_



Vehicle: [Fleet] 2026 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✔ Complete)

### Price Summary

#### PRICE SUMMARY

	<b>MSRP</b>
Base Price	\$57,500.00
Total Options	\$417.00
Vehicle Subtotal	\$57,917.00
Destination Charge	\$2,795.00
<b>Grand Total</b>	<b>\$60,712.00</b>

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 Data Version: 27948. Data Updated: Mar 10, 2026 1:47:00 AM UTC.



Vehicle: [Fleet] 2026 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✔ Complete)

**Selected Model and Options**

**MODEL**

CODE	MODEL	MSRP
CK10706	2026 Chevrolet Tahoe 4WD 4dr Commercial	\$57,500.00

**COLORS**

CODE	DESCRIPTION
01U	Special Paint

**SUSPENSION PKG**

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
Z56	Suspension Package, heavy-duty, police-rated. Full independent suspension with monotube dampers, linear coil springs, 35mm solid front stabilizer bar and 32mm hollow rear stabilizer bar (Included and only available with (9C1) Police Vehicle.)	0.00 lbs	0.00 lbs	Inc.

**EMISSIONS**

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
FE9	Emissions, Federal requirements	0.00 lbs	0.00 lbs	\$0.00

**ENGINE**

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
L84	Engine, 5.3L EcoTec3 V8 with Dynamic Fuel Management, Direct Injection and Variable Valve Timing, includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm) (STD)	0.00 lbs	0.00 lbs	\$0.00

**TRANSMISSION**

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
MHU	Transmission, 10-speed automatic electronically controlled with overdrive, includes Traction Select System including tow/haul (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	Inc.

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Vehicle: [Fleet] 2026 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial ( Complete )

#### GVWR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
C6G	GVWR, 7600 lbs. (3447 kg) (4WD models only.) (STD)	0.00 lbs	0.00 lbs	\$0.00

#### AXLE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
GU5	Rear axle, 3.23 ratio	0.00 lbs	0.00 lbs	\$0.00

#### PREFERRED EQUIPMENT GROUP

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
1FL	Commercial Preferred Equipment Group includes standard equipment	0.00 lbs	0.00 lbs	\$0.00

#### WHEEL TYPE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
PXT	Wheels, 20" x 9" (50.8 cm x 22.9 cm) steel (Included and only available with (9C1) Police Vehicle.)	0.00 lbs	0.00 lbs	Inc.

#### TIRES

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
XCS	Tires, 275/55R20SL all-season, blackwall, Firestone Firehawk Pursuit (Included and only available with (9C1) Police Vehicle.)	0.00 lbs	0.00 lbs	Inc.

#### SEAT TYPE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
AZ3	Seats, front 40/20/40 split-bench (STD)	0.00 lbs	0.00 lbs	\$0.00

#### SEAT TRIM

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
H1T	Jet Black, Cloth seat trim (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	\$0.00

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#### RADIO

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
URW	Audio system, 17.7" diagonal advanced color LCD display with Google built-in compatibility (select service plan required, terms and limitations apply), including navigation capability, connected apps, personalized profiles for each driver's settings, Natural Voice Recognition and Phone Integration (STD)	0.00 lbs	0.00 lbs	\$0.00

#### ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
9C1	Identifier for Police Package Vehicle includes, (K47) heavy-duty air filter, (KX4) 250 amp high output alternator, (K6K) 760 cold-cranking amps auxiliary battery, electrical power & vehicle signals for customer connection located at the center front floor. Auxiliary battery circuit for customer connection located in the rear cargo area, (Z56) heavy-duty, police-rated suspension, (XCS) 275/55R20SL all-season tires, (RAV) 275/55R20 all-season spare tire, Police brakes, (RC1) front skid plate, (PXT) 20" steel wheels, Certified speedometer, SEO (5J3) Surveillance Mode interior lighting calibration, SEO (UT7) blunt cut cargo area and blunt cut console area ground wires, (V53) delete luggage rack side rails, deletes side doors and liftgate nameplate badging, and (ATD) third row seat delete) (Also includes (NPO) active single-speed transfer case.) *Upon selection of this option the base price will change*	0.00 lbs	0.00 lbs	Inc.
AMF	Remote Keyless Entry Package includes 4 additional transmitters, NOTE: programming of remotes is at customer's expense. Programming remotes is not a warranty expense (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	Inc.

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ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
5J9	Calibration, taillamp flasher, Red/White (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	Inc.
5LO	Calibration, taillamp flasher, Red/Red (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	Inc.
6J3	Wiring, grille lamps and siren speakers (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	\$92.00
6J4	Wiring, horn and siren circuit (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	\$75.00
6J7	Flasher system, headlamp and taillamp, DRL compatible with control wire (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	Inc.
—	Capless Fuel Fill (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	Inc.
J55	Brake system, heavy duty with front Brembo calipers and 16" front rotors (Included and only available with (9C1) Police Package.)	0.00 lbs	0.00 lbs	Inc.
K3W	Battery, 900 cold-cranking amps with 95 amp hour rating (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	Inc.
K6K	Battery, auxiliary, 760 cold-cranking amps with 70 amp hour rating (packaged behind left rear cargo area panel) (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	Inc.
KX4	Alternator, 250 amps (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	Inc.
RC1	Skid plate, front (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	Inc.
T66	Wiring provision, for outside mirrors and cargo side mirrors (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	Inc.
UT7	Ground wires, blunt cut cargo area and blunt cut console area (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	Inc.
V03	Cooling system, extra capacity (Included and only available with (9C1) Police Vehicle.)	0.00 lbs	0.00 lbs	Inc.

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V76	Recovery hooks, 2 front, frame-mounted, Black (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle. Required on all models going to Alaska, Guam, Hawaii, Puerto Rico and Virgin Islands. All Tahoe (9C1) and (5W4) vehicles include front fascia with recovery hook openings.)	0.00 lbs	0.00 lbs	Inc.
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#### ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
01U	Special Paint	0.00 lbs	0.00 lbs	\$0.00
5T4	Special paint, Victory Red WA 9260 Victory Red painted parts will be front fascia, rear fascia, tailgate applique, liftgate handle and door handles. Black parts will be D-pillar applique, rear spoiler, mirrors, ultrasonic park assist sensors and OnStar antenna. (Requires SEO (TGK) special paint solid. Required with Victory Red special paint WA-9260.)	0.00 lbs	0.00 lbs	Inc.
—	Exterior ornamentation delete (front & rear Chevrolet bowties will remain) (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	Inc.
AKP	Glass, solar absorbing	0.00 lbs	0.00 lbs	\$0.00
RAV	Tire, spare 275/55R20 all-season, blackwall, Firestone Firehawk Pursuit (Included and only available with (9C1) Police Vehicle.)	0.00 lbs	0.00 lbs	Inc.
RNQ	Wheel, full-size spare, matching 20" (50.8 cm) steel wheel without center cap (Included and only available with (9C1) Police Vehicle.)	0.00 lbs	0.00 lbs	Inc.
TGK	Special Paint, one color Required with any special paint selection. Refer to individual special paint SEO codes for details on body colored non-sheet metal parts. (Requires (01U) Special Paint with any SEO paint selection. May require extra lead time and GM will require 5 orders before sending to the plant.)	0.00 lbs	0.00 lbs	Inc.
V53	Luggage rack side rails, delete (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Package.)	0.00 lbs	0.00 lbs	Inc.
VK3	License plate front mounting package (Included on orders with ship -to states that require a front license plate.)	0.00 lbs	0.00 lbs	\$0.00
WUA	Fascia, front high-approach angle with recovery hook openings, but does not include hooks (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	Inc.

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#### ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
5J3	Calibration, Surveillance Mode interior lighting (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	Inc.
5Y1	Front center seat (20% seat) delete power driver and passenger bucket seats in base cloth trim. Derived from RPO (AZ3) 40/20/40 split-bench seat with the 20% section removed, which also removes the auxiliary power outlet, USB port and input jack for audio system. Does not include a floor console. All exposed floor area will remain untrimmed. (On 4WD model, requires (9C1) Police Vehicle or (5W4) Special Service Vehicle. Not available with (A50) front bucket seats or (B30) color-keyed carpeting floor covering. (UBD) 2 type-A and C, charge and data USB ports and (K14) 2, 120-volt power outlets are bundled and shipped loose when ordered for upfitter installation.)	0.00 lbs	0.00 lbs	\$0.00
—	Instrumentation, analog with certified 140 mph speedometer, odometer with trip odometer, engine hour meter, fuel level, voltmeter, engine temperature, oil pressure and tachometer (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	Inc.
—	Power supply, 100-amp, auxiliary battery, rear electrical center (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	Inc.
—	Power supply, 120-amp, (4) 30-amp circuit, Primary battery, relay controlled, passenger compartment harness wiring (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	Inc.
—	Power supply, 50-amp, power supply, auxiliary battery, passenger compartment wiring harness (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	Inc.
—	Theft-deterrent system, vehicle, PASS-Key III (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	Inc.
ATD	Seat delete, third row passenger	0.00 lbs	0.00 lbs	Inc.
AX2	Key, unique (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	Inc.
BCV	Lock control, driver side auto door lock disable (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	Inc.
BTV	Remote start (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	Inc.

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K34	Cruise control, electronic with set and resume speed (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	Inc.
UUA	Display, automatic occupant sensing (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	Inc.
VZ2	Speedometer calibration (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	Inc.

**ADDITIONAL EQUIPMENT - SAFETY-INTERIOR**

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
—	Active Hill Hold Assist (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	Inc.
—	Seat belts, 3-point, all seating positions (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	Inc.
UD7	Rear Parking Assist (Included and only available with (9C1) Police Vehicle and (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	Inc.

**ADDITIONAL EQUIPMENT - OTHER**

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
—	Protected idle allows vehicle engine to remain idling and vehicle immobilized while FOB is outside vehicle (Included and only available (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	Inc.

**SHIP THRU CODES**

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
VPV	Ship Thru, Produced in Arlington Assembly and shipped to Kerr Industries and onto Arlington Assembly (Included with SEO (6J8) White Left/White Right Whelen LED Lamp Package, SEO (6J9) Red Left/Red Right Whelen LED Lamp Package, SEO (6JE) Blue Left/Blue Right Whelen LED Lamp Package, SEO (6JG) Red Left/Blue Right Whelen LED Lamp Package, SEO (6C7) red and white front auxiliary dome lighting, SEO (6N6) door locks and handles, SEO (7X2) left- and right-hand spotlamps, SEO (7X3) left-hand spotlamp, SEO (T53) alternate flashing Red & Blue rear compartment lid warning lamps, SEO (UN9) Radio Suppression Package, SEO (6J3) grille lamps and siren speakers wiring, SEO (6J4) horn and siren circuit wiring and SEO (WX7) auxiliary speaker wiring.)	0.00 lbs	0.00 lbs	Inc.

**Options Total** **0.00 lbs**    **0.00 lbs**    **\$417.00**

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Vehicle: [Fleet] 2026 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (  Complete )

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Data Version: 27948. Data Updated: Mar 10, 2026 1:47:00 AM UTC.

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Vehicle: [Fleet] 2026 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (  Complete )

## Standard Equipment

### Mechanical

Engine, 5.3L EcoTec3 V8 with Dynamic Fuel Management, Direct Injection and Variable Valve Timing, includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm) (STD)

Transmission, 10-speed automatic electronically controlled with overdrive, includes Traction Select System including tow/haul (STD)

Rear axle, 3.23 ratio

Suspension, Premium Smooth Ride (STD)

GVWR, 7600 lbs. (3447 kg) (4WD models only.) (STD)

Keyless start, push button

Automatic Stop/Start (Not available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)

Engine control, stop/start system disable button, non-latching

Engine air filtration monitor

Fuel, gasoline, E15

Transfer case, active, single-speed, electronic Autotrac does not include neutral. Cannot be dinghy towed

Differential, mechanical limited-slip

4-wheel drive

Air filter, heavy-duty

Cooling, external engine oil cooler, heavy-duty air-to-oil integral to driver side of radiator

Cooling, auxiliary transmission oil cooler, heavy-duty air-to-oil

Battery, 730 cold-cranking amps with 80 amp hour rating (Not available with (9C1) Police Package or (5W4) Special Service Package.)

Alternator, 220 amps (Not available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)

Trailer equipment includes trailering hitch platform, 7-wire harness with independent fused trailering circuits mated to a 7-way connector and 2" trailering receiver

Trailer sway control (Not available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)

Hitch Guidance

Suspension, front coil-over-shock with stabilizer bar (Not available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)

Suspension, rear multi-link with coil springs (Not available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)

Steering, power

Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors (Not available with (9C1) Police Vehicle.)

Exhaust, single system, single-outlet

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Vehicle: [Fleet] 2026 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✔ Complete)

## Mechanical

Mechanical Jack with tools

## Exterior

Wheels, 18" x 8.5" (45.7 cm x 21.6 cm) Bright Silver painted aluminum (STD)

Tires, 265/65R18SL all-season, blackwall (Standard with (RCV) 18" Bright Silver painted aluminum wheels only.) (STD)

Wheel, full-size spare, 17" (43.2 cm) steel (Not available with (9C1) Police Vehicle.)

Tire, spare P265/70R17 all-season, blackwall (Not available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)

Tire carrier, lockable outside spare, winch-type mounted under frame at rear

Active aero shutters, upper (Not available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)

Fascia, front (Not available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)

Luggage rack side rails, roof-mounted, Black, standard (Available with (5W4) Special Services Vehicle.)

Assist steps, Black

IntelliBeam, automatic high beam on/off (Deleted when (9C1) Police Vehicle is ordered.)

Headlamps, LED

Tail lamps, LED

Mirrors, outside heated power-adjustable, manual-folding, body-color

Mirror caps, body-color

Glass, deep-tinted (all windows, except light-tinted glass on windshield and driver- and front passenger-side glass)

Glass, acoustic, laminated

Glass, windshield shade band

Windshield, solar absorbing

Wipers, front intermittent, Rainsense

Wiper, rear intermittent with washer

Door handles, body-color

Liftgate, rear manual

## Entertainment

Audio system, 17.7" diagonal advanced color LCD display with Google built-in compatibility (select service plan required, terms and limitations apply), including navigation capability, connected apps, personalized profiles for each driver's settings, Natural Voice Recognition and Phone Integration (STD)

Audio system feature, 6-speaker system

Bluetooth for phone personal cell phone connectivity to vehicle audio system

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Vehicle: [Fleet] 2026 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial ( Complete )

## Entertainment

5G Wi-Fi Hotspot capable (Requires (UE1) OnStar. Terms and limitations apply. See onstar.com or dealer for details.)

Wi-Fi Hotspot capable (Requires (UE1) OnStar. Terms and limitations apply. See onstar.com or dealer for details.)

SiriusXM, delete

Wireless Apple CarPlay/Wireless Android Auto

## Interior

Seats, front 40/20/40 split-bench (STD)

Seat trim, cloth

Seat adjuster, driver 8-way power

Seat adjuster, front passenger 6-way power

Seat adjuster, driver 2-way power lumbar

Seat adjuster, front passenger 2-way power lumbar

Seats, second row 60/40 split-folding bench, manual

Seats, third row 60/40 split-folding bench, manual (Not available with (9C1) Police Package or (5W4) Special Service Package.)

Floor covering, Black rubberized vinyl (Deleted when (B30) floor covering is ordered.)

Electronic Precision Shift

Steering column lock, electrical

Steering column, manual tilt and telescopic

Steering wheel, vinyl

Steering wheel controls, mounted audio, Driver Information Center, Adaptive Cruise Control, Forward Collision Alert following gap button and heated steering wheel (when equipped)

Driver Information Center, 11" diagonal multi-color digital display

Door locks, power programmable with lockout protection. Auto Lockout is disabled on driver door.

Keyless Open includes extended range Remote Keyless Entry

Window, power with driver Express-Up/Down

Window, power with front passenger Express-Up/Down

Windows, power with rear Express-Down

Adaptive Cruise Control (Not available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)

Universal Vehicle Module

Theft-deterrent system, electrical, unauthorized entry

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Vehicle: [Fleet] 2026 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✔ Complete)

### Interior

USB ports, 2 type-A and C, charge and data, located on front console

USB ports, 2 type-C, charge-only, located in third row

Air conditioning, tri-zone automatic climate control with individual climate settings for driver, right front passenger and rear seat occupants

Air conditioning, rear

Defogger, rear-window electric

Power outlets, 2, 120-volt, located on the rear of the center console and rear cargo area (NOTE: When ordered with (9C1) Police Package or (5W4) Special Service Package, the location of the outlets will change from the rear of the center console to the rear of the center seat.)

Mirror, inside rearview manual day/night

Visors, driver and front passenger illuminated vanity mirrors, sliding

Assist handles, overhead, driver and front passenger, located in headliner

Assist handles, front passenger A-pillar and second row outboard B-pillar

Lighting, interior with dome light, driver- and passenger-side door switch with delayed entry feature, cargo lights, door handle or Remote Keyless Entry-activated illuminated entry and map lights in front and second seat positions

Cargo management system (Not available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)

Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.) (Not available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)

### Safety-Mechanical

Front Pedestrian and Bicyclist Braking (Deleted when (9C1) Police Vehicle is ordered.)

Intersection Automatic Emergency Braking intersection alert, braking (Deleted when (9C1) Police Vehicle is ordered.)

Enhanced Automatic Emergency Braking (Not available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)

Reverse Automatic Braking (Not available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)

StabiliTrak, stability control system with brake assist, includes traction control

### Safety-Interior

Airbags, Frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for all rows in outboard seating positions (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

Front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

Hill Start Assist (Not available with (9C1) Police Vehicle or (5W4) Special Services Vehicle.)

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Vehicle: [Fleet] 2026 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✔ Complete)

### Safety-Interior

OnStar Services capable (On 4WD model, deleted when (UDA) OnStar deactivated is ordered. See onstar.com for details and limitations. Services vary by model. Service plan required.)

Enhanced Automatic Parking Assist (Not available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)

HD Surround Vision

Rear Camera Washer

Rear Cross Traffic Braking (Deleted when (9C1) Police Vehicle is ordered.)

Rear Pedestrian Alert

Side Bicyclist Alert (Deleted when (9C1) Police Vehicle is ordered.)

Forward Collision Alert (Deleted when (9C1) Police Vehicle is ordered.)

Safety Alert Seat (Not available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)

Rear Seat Reminder

Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings or Teen Driver menu (Defaulted off. Feature can be turned on in the infotainment menu.)

Door locks, rear child security, manual

LATCH system (Lower Anchors and Tethers for CHildren), for child restraint seats lower anchors and top tethers located in all second-row seating positions, top tethers located in third row seating positions

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Tire Pressure Monitoring System auto learn, includes Tire Fill Alert (does not apply to spare tire)

Warning tones headlamp on, driver and right-front passenger seat belt unfasten and turn signal on

OnStar Basics (OnStar Fleet Basics for Fleet) Drive confidently with core OnStar services including remote commands, built-in voice assistance, real-time traffic and navigation, and Automatic Crash Response to help if you're in need. (Requires (UE1) OnStar. OnStar Basics includes remote commands, Navigation, Voice Assistance, and Automatic Crash Response, for eligible vehicles with compatible software. OnStar Basics is standard for 8 years; OnStar plan, working electrical system, cell reception and GPS signal required. OnStar links to emergency services. Service coverage varies with conditions and location. Service availability, features and functionality vary by device and software version. See onstar.com for details and limitations.)

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Vehicle: [Fleet] 2026 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial ( ✓ Complete )

#### WARRANTY

Warranty Note: <<< Preliminary 2026 Warranty >>>

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Drivetrain Note: 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

Corrosion Miles/km (Rust-Through): 100,000

Corrosion Miles/km: 36,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

Roadside Assistance Note: 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles

Maintenance Note: First Visit: 12 Months/12,000 Miles

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



ERNIE MOSER  
Commissioner  
1st District

JEFF HOUGH  
Commissioner  
2nd District

KEN BULLOCK  
Commissioner  
3rd District

## Business Meeting Agenda Request Form

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:

Wendy Prather

Department:

City of Pocatello

Requestor Email:

dav@bannockcounty.gov

Item(s) to be considered:

Request to read and sign Proclamations for Strengthening Families Month and Week of the Young Child Month

Date of meeting being requested:

03/24/2026

Time requested:

5 Minutes

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

No

Contract/Agreement Begin Date:

Contract/Agreement End Date:

List of additional attendees:

Tenille Call

# Proclamation

- WHEREAS, strong families are the foundation of healthy communities and are essential to ensuring that children grow up safe, supported, and able to reach their full potential; and
- WHEREAS, April was first designated as National Child Abuse Prevention Month in 1983, and today is recognized as Strengthening Families Month to emphasize prevention, resilience, and the importance of building supportive environments for children and caregivers; and
- WHEREAS, child maltreatment often occurs when families experience stress, isolation, or lack of resources, and is most effectively prevented through community engagement, access to supports, and early intervention; and
- WHEREAS, research shows that strengthening protective factors; including parental resilience, social connections, knowledge of parenting and child development, concrete support in times of need, and children’s social and emotional competence, significantly reduces the risk of child abuse and neglect; and
- WHEREAS, the blue pinwheel has become a national symbol of prevention, representing our shared commitment to ensuring every child experiences a happy, healthy, and carefree childhood; and
- WHEREAS, effective prevention efforts rely on partnerships among families, schools, healthcare providers, faith communities, social service agencies, law enforcement, businesses, and civic organizations; and
- WHEREAS, together, communities can create the conditions that allow families to thrive and children to grow up safe from harm.

NOW, THEREFORE, We, the undersigned, do hereby proclaim the month of April 2026 to be

## STRENGTHENING FAMILIES MONTH

in our communities, and call upon residents, community partners, organizations, and businesses to join in efforts to promote family well-being, raise awareness about child abuse prevention, and support programs and activities that strengthen families and protect children.

IN WITNESS WHEREOF, we have hereunto set our hands and the seals of our Cities this 2<sup>nd</sup> day of April, in the year two thousand twenty-six.

  
 \_\_\_\_\_  
 MARK DAHLQUIST, MAYOR

\_\_\_\_\_  
 JEFF HOUGH, CHAIRMAN

  
 \_\_\_\_\_  
 RODNEY BURCH, MAYOR

\_\_\_\_\_  
 KEN BULLOCK, COMMISSIONER

\_\_\_\_\_  
 ERNIE MOSER, COMMISSIONER



# Proclamation

- WHEREAS, the National Association for the Education of Young Children (NAEYC) and its state and local affiliates celebrate the Week of the Young Child® each April to recognize the importance of early childhood education and the needs of young children and their families; and
- WHEREAS, the 2026 Week of the Young Child® will be celebrated April 11–17, 2026, highlighting the critical role that early learning, play, creativity, and collaboration have in building strong foundations for lifelong success; and
- WHEREAS, through themed days such as Music Monday, Tasty Tuesday, and Artsy Thursday, this celebration emphasizes that children learn best through joyful, hands-on experiences that engage their minds, bodies, and imaginations; and
- WHEREAS, teachers, early educators, childcare providers, and all who work with children from birth through age eight play a vital role in shaping the future of our communities and deserve recognition and support for their dedication; and
- WHEREAS, high-quality early childhood education benefits not only children and families, but also strengthens our workforce, economy, and overall quality of life; and
- WHEREAS, public policies and community investment that support early learning are essential to ensuring that all children have the opportunity to thrive.

NOW, THEREFORE, We, the undersigned, do hereby proclaim the week of April 11–17, 2026 as

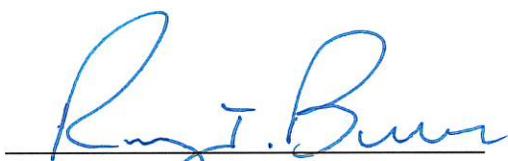
## WEEK OF THE YOUNG CHILD®

in our communities, and encourage all residents, businesses, organizations, and community leaders to support and celebrate early learning, young children, their families, and the professionals who serve them.

IN WITNESS WHEREOF, we have hereunto set our hands and the seals of our Cities this 2<sup>nd</sup> day of April, in the year two thousand twenty-six.

  
 \_\_\_\_\_  
 MARK DAHLQUIST, MAYOR

\_\_\_\_\_  
 JEFF HOUGH, CHAIRMAN

  
 \_\_\_\_\_  
 RODNEY BURCH, MAYOR

\_\_\_\_\_  
 KEN BULLOCK, COMMISSIONER

\_\_\_\_\_  
 ERNIE MOSER, COMMISSIONER





FOR COMMISSION OFFICE USE:	
DATE _____	TIME _____

### Agenda Request Form

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**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:** Danae Zepeda with SICOG      **Phone/Email:** 208-233-4535 ext. 1028

**Item to be considered:** Submitting 2 IDL Western States Fire Managers (WSFM) grants

**Informational background:**

Grants are for Dempsey Creek & Crystal Springs Fuels Mitigation p

1. What meeting are you requesting? 3/24/26
2. How much time will be needed for this agenda item? 15 minutes
3. Is Commission action requested (decision, approval, signature, or guidance)? Approval
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? 10,000.00
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:

Charity Staggs: [charity.staggs@sicog.org](mailto:charity.staggs@sicog.org); Wes Jone: [wjones@bannockcounty.gov](mailto:wjones@bannockcounty.gov); Nancy A





**IDL FUNDING ACKNOWLEDGMENT FORM**

Carefully read the following in its entirety. This form must be completed and signed by an authorized representative of the entity seeking funding. If there are any questions or concerns, please contact the Idaho Department of Lands (IDL) designated program representative.

Bannock County  
Name of Entity Seeking Funding

Demosey Creek Fuel Mitigation  
Name of Project [Year-Grant-Project Name]  
(Ex: FYXX HFR Lava Hot Springs Fuels Reduction)

**Please read the following carefully. By signing below, the proposing entity acknowledges and understands the terms and conditions for receiving funding.**

**Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards:**  
The funding recipient(s) will be subject to OMB guidance in 2 CFR Part 200 and 2 CFR Part 400. For more information, please refer to: <https://www.whitehouse.gov/omb/> and <https://www.ecfr.gov>

The funding recipient(s) must have legal authority to receive grant funding and enter in an 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, where applicable.

**Reimbursement Basis Only:**  
All funding sought through the IDL, if awarded, is provided to grantees on a reimbursement basis only. The funding recipient(s) are required to pay vendors/contractors prior to seeking remuneration from the IDL. Reimbursement terms and conditions are outlined in a signed agreement between the IDL and the grantee specifically addressing the allocation of costs and their allowability and reasonableness.

The funding recipient(s) must have financial systems, policies and procedures regarding proper accounting controls, recordkeeping, procurement, fraud prevention, and financial management in place (self-certification thereof will be required if awarded funding). Additionally, an audit status certification (or similar) form may be requested.

The funding recipient(s) must have a tax ID number and an active Unique Entity Identifier (UEI) which replaced the 9- digit Data Universal Numbering System (DUNS) number in April 2022. This is required to receive funding.

The funding recipient(s) will be required, if awarded funding, to certify that it has not been debarred, is not using funding for lobbying or construction, and that it has a drug free workplace policy in place.

**Match Requirements:**  
The funding recipient(s) will be required, unless there is a funding source exemption, to provide a minimum match amount of 15% of total project costs and identify it within the proposal.

*Example:*  
Total grant funds requested = \$240,000  
Total required match to be provided by the proposing organization = min \$36,000

The funding recipient(s) will need to reference their IDL award agreement for specific requirements.



**Indirect Costs:**

The funding recipient(s) will be able to choose from the options below. You are not required to elect an option at this time, but understanding your options now will help inform a future decision if the project is awarded funding. If you elect to claim indirect funds, your award amount will not be increased by the amount of indirect claimed.

- Option A: Will not seek reimbursement of indirect costs for this project.
- Option B: Utilize its negotiated indirect cost rate agreement (NICRA) with a federal cognizant audit agency (a copy of the approved Indirect Cost Negotiation Agreement will need to be provided to the IDL).
- Option C: Will elect a 15% de minimis indirect cost rate of Modified Total Direct Costs (MTDC) on this funding as allowed under 2 CFR §200.414 (f).
- Option D: Request to negotiate an indirect cost rate directly with the IDL and will develop an indirect cost rate proposal for the IDL's consideration. Note: the indirect cost rate calculations and proposal must comply with the latest Office of Management and Budget (OMB) regulations and requirements.

**Forest Practices Act Compliance:**

Projects, if funded, will be required to follow the Idaho Forest Practices Act and associated administrative rules when implementing project related activities in forestlands. For further information, please visit: <https://www.idl.idaho.gov/forestry/forest-practices-act/>

**Urban/Community Forestry Standards:**

Funded projects will comply with the current versions of the American National Standards (ANSI) regarding the purchase of trees/seedling nursery stock, and tree care operations and safety in planting/maintenance of landscape trees (ANSI Z60.1, ANSI Z133.1, &A300). Additionally, any person or company contracted to perform work under the project is required to have on staff, an International Society of Arboriculture Certified Arborist who will directly supervise the work. Under no circumstances will funds be used to top, head, or stub any public tree.

The funding recipient(s) will need to reference its IDL award agreement for applicability and specific requirements.

I hereby understand and acknowledge that the above terms and conditions are associated with this funding request and if awarded, the entity I represent as the funding recipient(s), will be required to comply, and respond accordingly.

Jeff Hough - Commissioner  
Clearly Print Name and Title

3/24/26  
Signature Date



### IDL FUNDING ACKNOWLEDGMENT FORM

Carefully read the following in its entirety. This form must be completed and signed by an authorized representative of the entity seeking funding. If there are any questions or concerns, please contact the Idaho Department of Lands (IDL) designated program representative.

Bannock County  
Name of Entity Seeking Funding

Crystal Springs Fuels Mitigation  
Name of Project [Year-Grant-Project Name]  
(Ex: FYXX HFR Lava Hot Springs Fuels Reduction)

**Please read the following carefully. By signing below, the proposing entity acknowledges and understands the terms and conditions for receiving funding.**

**Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards:**  
The funding recipient(s) will be subject to OMB guidance in 2 CFR Part 200 and 2 CFR Part 400. For more information, please refer to: <https://www.whitehouse.gov/omb/> and <https://www.ecfr.gov>

The funding recipient(s) must have legal authority to receive grant funding and enter in an 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, where applicable.

**Reimbursement Basis Only:**  
All funding sought through the IDL, if awarded, is provided to grantees on a reimbursement basis only. The funding recipient(s) are required to pay vendors/contractors prior to seeking remuneration from the IDL. Reimbursement terms and conditions are outlined in a signed agreement between the IDL and the grantee specifically addressing the allocation of costs and their allowability and reasonableness.

The funding recipient(s) must have financial systems, policies and procedures regarding proper accounting controls, recordkeeping, procurement, fraud prevention, and financial management in place (self-certification thereof will be required if awarded funding). Additionally, an audit status certification (or similar) form may be requested.

The funding recipient(s) must have a tax ID number and an active Unique Entity Identifier (UEI) which replaced the 9- digit Data Universal Numbering System (DUNS) number in April 2022. This is required to receive funding.

The funding recipient(s) will be required, if awarded funding, to certify that it has not been debarred, is not using funding for lobbying or construction, and that it has a drug free workplace policy in place.

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- Option A: Will not seek reimbursement of indirect costs for this project.
- Option B: Utilize its negotiated indirect cost rate agreement (NICRA) with a federal cognizant audit agency (a copy of the approved Indirect Cost Negotiation Agreement will need to be provided to the IDL).
- Option C: Will elect a 15% de minimis indirect cost rate of Modified Total Direct Costs (MTDC) on this funding as allowed under 2 CFR §200.414 (f).
- Option D: Request to negotiate an indirect cost rate directly with the IDL and will develop an indirect cost rate proposal for the IDL's consideration. Note: the indirect cost rate calculations and proposal must comply with the latest Office of Management and Budget (OMB) regulations and requirements.

**Forest Practices Act Compliance:**

Projects, if funded, will be required to follow the Idaho Forest Practices Act and associated administrative rules when implementing project related activities in forestlands. For further information, please visit: <https://www.idl.idaho.gov/forestry/forest-practices-act/>

**Urban/Community Forestry Standards:**

Funded projects will comply with the current versions of the American National Standards (ANSI) regarding the purchase of trees/seedling nursery stock, and tree care operations and safety in planting/maintenance of landscape trees (ANSI Z60.1, ANSI Z133.1, &A300). Additionally, any person or company contracted to perform work under the project is required to have on staff, an International Society of Arboriculture Certified Arborist who will directly supervise the work. Under no circumstances will funds be used to top, head, or stub any public tree.

The funding recipient(s) will need to reference its IDL award agreement for applicability and specific requirements.

I hereby understand and acknowledge that the above terms and conditions are associated with this funding request and if awarded, the entity I represent as the funding recipient(s), will be required to comply, and respond accordingly.

Jeff Hough - Commission  
Clearly Print Name and Title

3/19/26  
Signature Date

## BANNOCK COUNTY COMMISSIONERS

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



ERNIE MOSER  
 Commissioner  
 1st District

JEFF HOUGH  
 Commissioner  
 2nd District

KEN BULLOCK  
 Commissioner  
 3rd District

## Business Meeting Agenda Request Form

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

Requestor Name:

Teri Jones

Department:

Event Center

Requestor Email:

tjones@bannockcounty.us

Item(s) to be considered:

Contract approval for Load'em in the Dark 50/50 Contract

Date of meeting being requested:

03/17/2026  
 24

Time requested:

5 Minutes

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

Contract

Contract/Agreement Begin Date:

05/21/2026

Contract/Agreement End Date:

09/07/2026

List of additional attendees:

Scott Crowther, Chaney Nielson, Teri Jones, & Chris Freed

## Bannock County Event Center Rental Agreement

This Rental Agreement is made by and between Bannock County, a political subdivision of the State of Idaho, (hereinafter referred to as "BANNOCK COUNTY") and Load'em in the Dark Cattle Co. (hereinafter referred to as "Load'em in the Dark").

THE PARTIES AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

1. **NAME OF EVENT:** Load'em in the Dark
2. **DATES OF EVENT(S):** May 22-25<sup>th</sup> 2026  
July 2-5<sup>th</sup>, 2025  
September 4<sup>th</sup>-7<sup>th</sup>, 2025
3. **FEES:** Load'em in the Dark shall pay BANNOCK COUNTY the standard fee for the use of the storage container, concession room, and two big west cattle pens. Additional fees will be charged and paid according to usage
4. **PAYMENT:** The entire balance owing shall be paid to BANNOCK COUNTY at least seven (7) days prior to the scheduled Event.
5. **FACILITIES:** Load'em in the Dark shall have exclusive access and use of the following facilities at the Event Center: Indoor Arena, Livestock Pens, Stalls, and Building D Stalls. Nothing contained herein shall contemplate the use or control of areas and/or structures yet to be developed or erected.
  - a. **HORSE STALLS:** Load'em in the Dark shall be responsible for the collection of any rent/fee they deem proper for use of the Horse Stalls; this agreement shall be solely between Load'em in the Dark and the user. Load'em in the Dark will split the Horse Stall fee with BANNOCK COUNTY 50 /50, with Load'em in the Dark receiving 50%, and BANNOCK COUNTY receiving 50%. Load'em in the Dark shall be responsible for complying with applicable state, local, and federal laws or regulations. Load'em in the Dark shall be responsible for scheduling and cleaning the stalls. Load'em in the Dark shall place the manure/shavings outside each stall so Bannock County can dispose of the same. BANNOCK COUNTY will ensure the stalls are functional and in good repair prior to the Event.
  - b. **SAWDUST/BEDDING:** Load'em in the Dark shall be responsible for the collection of any rent/fee they deem proper for use of the Sawdust/Bedding; this agreement shall be solely between Load'em in the Dark and the user. Load'em in the Dark will split the Sawdust/Bedding fee with BANNOCK COUNTY receiving ten dollars (\$10.00) per bag sold, with Load'em in the Dark receiving the remaining. Load'em in the Dark shall be responsible for complying with applicable state, local, and federal laws or regulations.

6. **SPONSORSHIPS:** BANNOCK COUNTY recognizes the right of Load'em in the Dark to obtain and display Sponsorships for this Event. No discriminatory, vulgar, or offensive advertising of any kind shall be permitted on Bannock County property. Additionally, BANNOCK COUNTY has current and ongoing independent sponsorships displayed in certain areas of the Facilities for use. Load'em in the Dark shall in no way obstruct or hinder from view any sponsorships BANNOCK COUNTY may currently have displayed at the time of the Event.
  
7. **EQUIPMENT USE:** BANNOCK COUNTY shall provide Load'em in the Dark with a County tractor, water truck, and operator to work the arenas prior to practices and events. No other BANNOCK COUNTY equipment shall be used by Load'em in the Dark, its agents, officers, employees, volunteers, or patrons without the express written permission of BANNOCK COUNTY, along with a signed waiver.
  
8. **MISCELLANEOUS TERMS AND CONDITIONS:**
  - a. Load'em in the Dark is responsible for and shall pay to repair all damage caused by its employees, volunteers, agents, participants, or invitees to any fixtures, equipment, facilities, and /or grounds as a result of use.
  - b. Use of the Facilities shall be in accordance with applicable state, local, and federal laws and regulations.
  - c. Approval must be obtained for the erection of buildings, tents, enclosures, structures, signs, outdoor; no nails, paint, or anything on walls; no tape on concrete floors.
  - d. All temporary structures, forms, booths, etc., shall be removed within 24 hours of the event.
  - e. Security is the responsibility of Load'em in the Dark at its own expense as is deemed necessary for the protection of valuable displays and buildings during the Event, day and night.
  
9. **INSURANCE:** Load'em in the Dark shall provide a Certificate of Insurance with general liability or special event liability coverage of at least \$1,000,000 per occurrence and \$2,000,000 in aggregate, naming Bannock County and its agents as additional insureds on the policy. The entity shall also provide proof of coverage with at least statutory minimums for workers' compensation, employer's liability, and auto on behalf of any of its employees, drivers, or vehicles who will be participating at the event or used at the location, which shall be delivered to the Bannock County Event Center Office ten (10) days prior to the Event.
  
10. **HAZARDOUS ACTIVITY:** Load'em in the Dark recognizes this Event has activities which carry inherent risk or injury, property destruction or death. As such, Load'em in the Dark shall obtain waivers and/or releases of liability from any and all participants in the activities. Said waivers shall contain, at a minimum, language

contained in Paragraph 12(a). The said waivers are subject to the approval of BANNOCK COUNTY prior to the use of the Facilities. Copies of signed waivers shall be provided to BANNOCK COUNTY upon request. This requirement does not, in any way, abrogate the requirement for indemnification contained herein, abrogate the invocation of sovereign immunity herein, eliminate the requirement by the County for proof of sufficient Insurance, nor abrogate any defenses or immunities provided by law.

- a. Load'em in the Dark shall have participants sign a release and discharge of Bannock County, its elected and appointed officials, and employees and agents from all actions, causes of action, damages, claims or demands for all known or unknown personal injuries, property damage or death resulting from or arising out of any participation in the above-described activity or event.

11. **WARRANTIES:** There are no express or implied warranties provided by BANNOCK COUNTY. Load'em in the Dark, in executing this agreement, is relying upon its own judgment, information, and inspection of the property.
12. **ENTRY BY BANNOCK COUNTY:** BANNOCK COUNTY shall have the right to enter the Facilities at any time to examine the same and determine proper use and compliance with this Agreement.
13. **ASSIGNMENT OR SUBLETTING PROHIBITED:** Load'em in the Dark shall not assign this rental agreement nor sublet the whole or any part thereof without the written consent of BANNOCK COUNTY, except as authorized in this agreement in Paragraph 6(a), Horse Stalls.
14. **TERMINATION:** This Agreement may be terminated at any time by either party if the other party materially breaches any of its representations, warranties, or obligations under this Agreement. In the event of such breach, and prior to terminating, the party alleging any breach must notify the other party in writing of the nature of the breach, giving the breaching party an opportunity to cure. The time period for the opportunity to cure shall be reasonable, given the nature and timing of the alleged breach. Except as may be otherwise provided in this Agreement, such breach by either party will result in the other party being responsible to reimburse the non-defaulting party for all costs incurred directly as a result of the breach of this Agreement, and shall be subject to such damages as may be allowed by law, including all attorneys' fees and costs of enforcing this Agreement.
15. **GOOD FAITH:** BANNOCK COUNTY and Load'em in the Dark shall continue to engage in good-faith communication and negotiation during the term of this agreement to help keep costs low for use by Load'em in the Dark while also contemplating the actual costs to BANNOCK COUNTY.

16. **ENTIRE AGREEMENT:** This is the entire agreement of the parties and can only be modified or amended in writing by the parties.

17. **ATTORNEY FEES:** If action is brought to enforce the terms or provisions of this lease or to enforce forfeiture for default or to collect damages for breach, the prevailing party in such action shall be entitled to recover from the losing party reasonable attorney fees together with costs authorized by law.

18. **NOTICES:** Any notice required under this Agreement may be served upon BANNOCK COUNTY by hand delivery or USPS First-Class Mail, to Bannock County Event Center Office at 10588 Fairgrounds Road, Pocatello, ID 83201, and any notice may be served upon Load'em in the Dark by hand delivery or USPS First-Class Mail to Chris Freed, Load'em in the Dark Cattle Co, 12242 N. Hilfne Road Pocatello ID 83202. Service of a notice by US Mail shall be deemed complete upon the date of the postmark by US Mail. Either party may change the address for services of notice by written notice to the other party.

DATED this 24 <sup>March 2026</sup> day of May, 2025:

BANNOCK COUNTY EVENT CENTER DIRECTOR

\_\_\_\_\_ Date \_\_\_\_\_  
Scott Crowther

BANNOCK COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_ Date 3/24/26  
Jeff Hough, Chairman

\_\_\_\_\_ Date 3/24/26  
Ernie Moser, Commissioner

\_\_\_\_\_ Date 3/24/26  
Ken Bullock, Commissioner

Load'em in the Dark Cattle Co

*Chris Freed* 3/11/26

Chris Freed



**BANNOCK COUNTY COMMISSIONERS**  
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 Commissioner  
 1st District

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## Business Meeting Agenda Request Form

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Requestor Name:

Teri Jones

Department:

Event Center

Requestor Email:

tjones@bannockcounty.us

Item(s) to be considered:

Intent to Apply Event Center AED Grant and Grant Application Approval

Date of meeting being requested:

03/17/2026  
 24

Time requested:

5 Minutes

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

Other

Contract/Agreement Begin Date:

Contract/Agreement End Date:

List of additional attendees:

Scott Crowther,



# AED Grant Application

I am a(n):  Business  Organization  Individual

Grant Application Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_ Fax: \_\_\_\_\_

Street Address: \_\_\_\_\_ Apt / Suite: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Proposed # of AEDs: \_\_\_\_\_ Preferred AED Brand(s): \_\_\_\_\_

How did you hear about AEDGrant.com? (Check one, then indicate which instructor, manufacturer, etc. referred you)

Safety Instructor  AED Manufacturer  Search Engine **Please be specific:** \_\_\_\_\_

### Agency/Institution Information (Skip this section if applying as an Individual)

Entity Name: \_\_\_\_\_ Affiliation:  City  County  State  None

Safety Manager Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_

#### Estimate the total number of...

People your organization serves daily: \_\_\_\_\_ Buildings / Offices of your business: \_\_\_\_\_ Employees: \_\_\_\_\_

- Does your agency/institution currently own an Automated External Defibrillator?  Yes  No If yes, how many: \_\_\_\_\_
- Does your agency/institution currently have an Emergency Medical System activation protocol for Sudden Cardiac Arrest (SCA) emergencies occurring at your locations?  Yes  No **If yes**, will you add AEDs to the protocol?  Yes  No
- Would your agency be interested in CPR & AED training at your facility?  Yes  No
- Will your agency agree to notify local EMS of AED(s) placement?  Yes  No

I agree to the AEDGrant.com online terms and conditions. Submitting this application in no way obligates me to participate.

I have read the "About the Program" page at www.AEDGrant.com

Applicant/Contact Signature

Date

Completed Applications May Be Submitted By Mail: 2603 Industry Street, Oceanside, CA 92054  
By Fax: (760) 944-2959 Or By Email: Review@AEDGrant.com

Questions about the AEDGrant Program? Call us Toll Free 1 (866) 526-0233

### Some of Our Featured Brands and Products:



#### ABOUT THE GRANT:

AEDGrant is a Corporate Buy-Down Sponsorship Program funded by generous donations, corporate support, and AED manufacturers.

An approved grant can provide up to \$1,300 toward the purchase price of an AED, depending on model and price range. Exact grant amounts are determined after review and approval of your application.

Visit [www.AEDGrant.com](http://www.AEDGrant.com) for more information.

Submit your application to receive all current AED Grant Funding options.

#### Remember:

- Applying for the [www.AEDGrant.com](http://www.AEDGrant.com) Corporate Buy Down Grant Funding Program **in NO WAY obligates you to purchase an AED.**
- All applicants will be considered for the Manufacturer-Sponsored Corporate Buy Down Grant Program, however, **RESELLERS ARE NOT ELIGIBLE.**
- FREE** AED Prescriptions are available with your Grant Approval!

**ATTACH ANY ADDITIONAL INFORMATION YOU WOULD LIKE US TO CONSIDER ON A SECOND PAGE**

### GRANT TEAM RISK ASSESSMENT FOR GRANTS

Department: <u>Event Center</u>	Apply for award	X		
Project name: <u>AED Grant</u>	Do not apply			
Assistance Listing # <u>N/A</u> <i>(formerly CFDA #)</i>	Federal Procurement			
Grant Writing	No (0 pts)	Maybe (2.5 pts)	Yes (5 pts)	Score
Project clearly eligible for grant? Meets priorities of the grant? If no, stop, do not apply.			X	5
Will administrative costs be allowed by the grant? Equipment only = 5			X	5
Matching funds: 0: cash or mix required, not budgeted; 2.5: match obtainable; 5: No match, or has been/can be budgeted, in-kind easily obtainable		X		2.5
Sufficient time to prepare grant submission before the due date?			X	5
Department and/or Grant Team have adequate time to write grant?			X	5
Award odds assessment: 0: strong competition, small number of awards, odds of award <10% 2.5: open competition, odds of award >10% to <50% 5: Meets top priorities, odds of award greater than 50%			X	5
Funding agency history: 0: none; 2.5: funder known/no history; 5: good relationship with funder	X			0
No organizational resources needed (space, equipment, in-kind)			X	5
Are new personnel fully covered by grant? n/a = 5			X	5
Sustainability: 0: difficult, may require significant ongoing commitment of resources; 2.5: effort needed, may require some ongoing support; 5: minimal additional resources OR no sustainability expected/needed			X	5
Aligns with department's mission			X	5
Existing or imminently anticipated need			X	5
Program will not be a duplication of existing efforts in area			X	5
Expertise of department/director in relevant area			X	5
Staff training: 0: required, not funded; 2.5: Minimal, some covered; 5: Minimal, required and costs covered			X	5
Program partnership: 0: needed/not developed; 2.5: potential identified; 5: not needed/already contacted			X	5
Procurement complexity: 0: multiple/phases/formal; 2.5: 1-2 simple/semi-formal; 5: none			X	5
Department capacity to administer and monitor project			X	5
Auditing capacity for processing, reporting, and monitoring			X	5
Department capacity for tracking/progress reports			X	5
Comments: Awarded amount could be less and funds will need to be reallocated- match will be required.				92.5
				Score
Scoring Key: 70% = Yes 50-69% = Maybe <50 = No	Possible adjustments to scoring: New personnel required -3      New system (reporting/application) -1 to 10 Subaward (adds admin burden) -4      Davis Bacon required -10 Does proposal provide operational support (rather than project support) up to +5			
Auditing/Grant Team: <u>LuAnn Losee</u>	Date:	03/10/26		
Override of Recommendation not to apply: Justification:	Date:			
Commissioner: <u>Jeff Hough</u>	Date:	3/24/26		

# Bannock County NOTICE OF FUNDING OPPORTUNITY AND RISK ASSESSMENT FOR GRANTS



Is this a Reoccurring Grant?  YES  NO

Department:	<input type="text" value="Event Center"/>	Date Form Completed:	<input type="text" value="03/09/2026"/>
Supervisor:	<input type="text" value="Scott Crowther"/>	Program Manager:	<input type="text" value="Mandy Murdock"/>
Project Title:	<input type="text" value="AED Installation around the Complex/Amp"/>	Submission Deadline:	<input type="text" value="04/30/2026"/>
Grant Name:	<input type="text" value="AEDGrant.com"/>	Grant Number:	<input type="text"/>
Funding Agency:	<input type="text"/>		

Amount Requested:

Grant Match Percentage:  In-kind Allowed?  YES

Total Estimated Project Cost:

Long term maintenance cost (including staffing)

Explain Source of Match:

Project Summary:

We are looking to install at least 4 AED's around our facility.

Anticipated Notification Date:  Project Start Date:  Project End Date:

Funding Type:  Federal  State  Local Government  Private  Other

Net Cash Outflow:  Reimbursement  Advance Funded  Other

Target Population:

Potential Impact on Target Population:

Funding Source Reporting Requirements:

Number of Staff to Participate:  Will Grant Require Staff to be Pulled from Primary Duties:  YES  NO

Will Staff Training be Provided:  YES  NO Training Cost Included In Budget:  YES  NO

Does Grant Include Technology:  YES  NO If so, have Computer Services Been Notified:  YES  NO

Does Grant Require Office Space:  YES  NO Does Grant Require New Personnel:  YES  NO

Chance of Successful Funding:  HIGH  MEDIUM  LOW

Application Prep Burden:

- HIGH (Needs project development and grant writing assistance)
- MEDIUM (Small project development or grant writing assistance)
- LOW (Program in place, simple project development or department able to complete application)

Administrative/Management Burden:

HIGH  MEDIUM  LOW

<h2 style="margin: 0;">Grant Team Assessment:</h2> <p style="margin: 0;">(To be completed by the Grant Team)</p>					
Does the project align with the grant criteria?	Yes				
Is the project feasible?	Yes				
Can we meet the matching requirement?					
Is the initiating department able to adequately manage the grant?	Yes				
Are there other consideration? If so, please describe: N/A					
Other departments to involve: N/A					
Summary of Department comments/ recommendation:					
Project/Grant Program Manager Contact Information:					
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;">Auditing Department: <u>Recommend Application</u></td> <td style="width: 50%; border: none;">Do Not Recommend Application</td> </tr> <tr> <td style="border: none;">Signatures:  Comments:</td> <td style="border: none;"></td> </tr> </table>		Auditing Department: <u>Recommend Application</u>	Do Not Recommend Application	Signatures:  Comments:	
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Signatures: Comments:					
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BOCC: Recommend Application	Do Not Recommend Application				
Comments:					

Chairman Signature \_\_\_\_\_ Date \_\_\_\_\_

## BANNOCK COUNTY COMMISSIONERS

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



ERNIE MOSER  
 Commissioner  
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Requestor Name:

Teri Jones

Department:

Event Center

Requestor Email:

tjones@bannockcounty.us

Item(s) to be considered:

Requesting permission to move forward with YDC Picnic Area

Date of meeting being requested:

03/24/2026

Time requested:

5 Minutes

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

No

Contract/Agreement Begin Date:

Contract/Agreement End Date:

List of additional attendees:

Scott Crowther, Dan Harelson, Kenneth Christensen, Dan Tanner, Dan Mantgomery

## **YDC Picnic Area**

### **Project Need**

Currently, the stretch of the Portneuf Greenway connecting Pocatello Creek Road to the Bannock County Events Center serves as a vital, ADA-accessible route for pedestrians and cyclists. However, this high-traffic segment lacks dedicated spaces for rest and community engagement. According to a 2018 Portneuf Greenway Foundation survey, **safety and proximity** are the primary drivers for trail use. By developing a formal rest area, we address the need for a "safety valve" away from traffic, providing a dedicated space for the public to recreate.

Furthermore, there is a critical need for structured, skill-building outdoor activities for at-risk youth. While the **Youth Development Center (YDC)**—recognized as the 2025 Healthy City Organization of the Year—and **The Village** serve over 650 youth annually, these programs require physical "classrooms" without walls where students can perform community service, learn vocational skills, and connect with nature.

### **Proposed Project & Anticipated Outcomes**

The Portneuf Greenway Foundation, in partnership with Bannock County, proposes the construction of a **10' x 20' concrete pad with canopy** to serve as the anchor for a permanent rest area. This site, located adjacent to the YDC administrative offices at the Bannock County Event Center and the Portneuf Wellness Complex, will leverage existing mature trees and irrigation to create a multi-functional community hub.

### **Key Outcomes include:**

- **Vocational Training:** Youth from the YDC will gain hands-on experience in construction, landscaping, and maintenance, earning community service hours and learning from Idaho Master Naturalists.

- **Environmental Education:** The development of a **Pollinator Garden** will serve as a living laboratory for the University of Idaho Extension and 4-H programs to demonstrate native plant gardening.
- **Community Wellness:** Providing a shaded rest stop with picnic tables (donated by partners) for Greenway users, YDC staff, and families of youth in the justice system.
- **Public Safety:** Enhancing the attractiveness of this off-street route to encourage pedestrians to stay separated from vehicular traffic.

### Community Impact

This project creates a ripple effect across the Bannock County community:

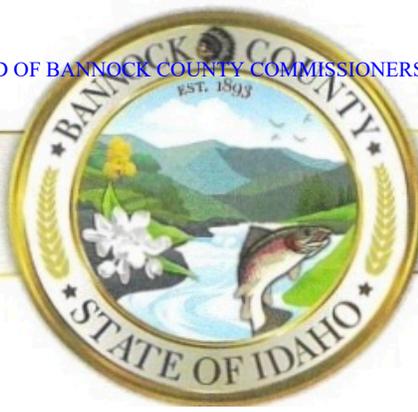
- **At-Risk Youth:** Directly impacts the **45 students** in the YDC day treatment program and the **600+ teens** served by The Village through diversionary programming.
- **Local Professionals:** Provides a functional outdoor meeting and break space for County operations staff and 4-H educators.
- **The General Public:** As the only off-street route connecting Pocatello Creek Road to the Wellness Complex, this asset will benefit **tens of thousands of residents and visitors** from Pocatello and Chubbuck for decades to come.

### Timeline for Completion

The project is designed for immediate impact with a phased approach for long-term enhancements:

Phase	Activity	Timeline
Phase I	Site preparation (Bannock County in-kind services)	Late Spring 2026
Phase II	<b>Pouring of 10' x 20' Concrete Pad</b>	<b>Summer 2026</b>
Phase III	Installation of Canopy and Picnic Tables	Late Summer 2026
Phase IV	Planting of Pollinator Garden & Ongoing Maintenance	Fall 2026 & Beyond

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**AGENDA REQUEST FORM**

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

**Name/Department:**

**Item to be considered/background:**

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

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

**YES NO**

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

**YES NO**

**List of attendees:**

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

<p>Commissioner Office Only:</p> <p>Date: _____ Time: _____</p>
---

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 3rd District

## Business Meeting Agenda Request Form

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

Requestor Name:

Kristi Davenport

Department:

Commission

Requestor Email:

dav@bannockcounty.gov

Item(s) to be considered:

Approval of the Bannock County Board of Commissioners Quarterly Jail Inspection report executed on March 19, 2026 per Idaho Code §20-622

Date of meeting being requested:

03/24/2026

Time requested:

5 Minutes

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

No

Contract/Agreement Begin Date:

Contract/Agreement End Date:

List of additional attendees:

## BANNOCK COUNTY COMMISSIONERS

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



ERNE MOSER  
 Commissioner  
 1st District

JEFF HOUGH  
 Commissioner  
 2nd District

KEN BULLOCK  
 Commissioner  
 3rd District

## Business Meeting Agenda Request Form

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

Requestor Name:

Commission

Department:

Commission

Requestor Email:

commission@bannockcounty.gov

Item(s) to be considered:

Executive Session under Idaho Code §§74-206(1)(e) to consider preliminary negotiations involving matters of trade or commerce in which the governing body is in competition with governing bodies in other states or nations and/or (f) to communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated. The mere presence of legal counsel at an executive session does not satisfy this requirement with potential action following adjournment of

Date of meeting being requested:

03/24/2026

Time requested:

10 Minutes

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

No

Contract/Agreement Begin Date:

Contract/Agreement End Date:

List of additional attendees:

Jon Radford, Tristan Bourquin

BANNOCK COUNTY COMMISSIONERS  
624 E. Center, Pocatello, ID 83201  
Phone: (208) 236-7210 • Fax: (208) 234-7369



ERNIE MOSER  
Commissioner  
1st District

JEFF HOUGH  
Commissioner  
2nd District

KEN BULLOCK  
Commissioner  
3rd District

**AGENDA REQUEST FORM**

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

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

**Name/Department:**

Tereca Argyle / Sheriff's Office

**Item to be considered/background:**

Renewal of BLM five year Law Enforcement Contract

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

Signature Only 3/24/26

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

YES  NO

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

YES  NO

**List of attendees:**

N/A - Signature Only

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

Commissioner Office Only:  
Date: 3/24/26 Time: \_\_\_\_\_

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES****NOTE: OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30.**

1. REQUISITION NUMBER

0044035336

PAGE 1 OF 19

2. CONTRACT NUMBER  
140L2626P0017

3. AWARD/EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER  
140L2626P0017

6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION INFORMATION CALL:

a. NAME

Thomas Parsons

b. TELEPHONE NUMBER (No collect calls)

2083733911

8. OFFER DUE DATE/ LOCAL TIME

9. ISSUED BY

CODE LDA

BLM ID-STATE OFC HR&ADM SVC (ID953)  
1387 S. VINNELL WAY  
BOISE ID 83709

10. THIS ACQUISITION IS

 UNRESTRICTED OR  SET ASIDE: % FOR: SMALL BUSINESS WOMEN-OWNED SMALL BUSINESS (WOSB)

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS):

 HUBZONE SMALL BUSINESS ECONOMICALLY DISADVANTAGED

921190

 SERVICE-DISABLED WOMEN-OWNED SMALL BUSINESS (EDWOSB)

SIZE STANDARD:

 VETERAN-OWNED SMALL BUSINESS (SDVOSB) 8(A)

11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED

 SEE SCHEDULE

12. DISCOUNT TERMS

13a. THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION REQUEST FOR QUOTE (RFQ)  INVITATION FOR BID (IFB)  REQUEST FOR PROPOSAL (RFP) 

15. DELIVER TO

CODE 0011276392

See Schedule

16. ADMINISTERED BY

CODE LDA

See Schedule

17a. CONTRACTOR/ OFFEROR

CODE JCN5K8AWYGB1

FACILITY CODE

BANNOCK COUNTY  
Attn: ATTN GOVERNMENT POC  
624 E CENTER ST  
POCATELLO ID 83201-6274

18a. PAYMENT WILL BE MADE BY

CODE IPP INV

Invoice Processing Platform System  
US Department of Treasury  
<https://www.ipp.gov>

TELEPHONE NUMBER 208-236-7020

 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED  SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	ADMINISTERED BY: BLM ID-STATE OFC HR&ADM SVC (ID953) 1387 S. VINNELL WAY BOISE ID 83709 US DELIVER TO: BLM-ID IDAHO FALLS DISTRICT OFFICE* Continued...  (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA

01

26. TOTAL AWARD AMOUNT (For Government Use Only)

\$4,000.00

 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. ADDENDA FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ARE  ARE NOT ATTACHED 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ARE  ARE NOT ATTACHED 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED 29. AWARD OF CONTRACT: REFERENCE \_\_\_\_\_ OFFER

DATED: \_\_\_\_\_ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

THOMAS PARSONS  
Digitally signed by THOMAS PARSONS  
Date: 2026.03.17 07:42:13 -06'00'

30b. NAME AND TITLE OF SIGNER (Type or print)

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER (Type or print)

31c. DATE SIGNED

Jeff Hough, Commissioner

3/24/26

Thomas Parsons

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
00010	1405 HOLLIPARK DR IDAHO FALLS ID 83401-2100 US UEI: JCN5K8AWYGB1 Delivery: 06/30/2027 Account Assignm: K G/L Account: 610000252R Business Area: L000 Commitment Item: 252R00 Cost Center: LLID990000 Functional Area: L19900000.NU0000 Fund: 26XL1109HF Fund Center: LLID990000 Project/WBS: LX.SI.PTRL0000 PR Acct Assign: 01 Period of Performance: 07/01/2026 to 06/30/2031  Bannock County LEO Service Product/Service Code: R499 Product/Service Description: SUPPORT- PROFESSIONAL: OTHER  Period of Performance: 07/01/2026 to 06/30/2027  The government may require continued performance of any services within the limits, and at the rates specified in the contract. The total duration of this contract, including the exercise of any options, shall not exceed five (5) years.  Base Year: 07/01/2026 to 06/30/2027 Continued...				4,000.00

32a. QUANTITY IN COLUMN 21 HAS BEEN  
 RECEIVED     INSPECTED     ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
--	-----------	---

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32g. EMAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
--	--------------------	---------------------------------	--	------------------

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
------------------------	------------------------	-------------

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY ( <i>Print</i> )
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE
42b. RECEIVED AT ( <i>Location</i> )	
42c. DATE RECEIVED ( <i>MM/DD/YYYY</i> )	42d. TOTAL CONTAINERS

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGES
	140L2626P0017	PAGE 3 OF 19

NAME OF OFFEROR OR CONTRACTOR  
BANNOCK COUNTY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Option Year 1: 07/01/2027 to 06/30/2028 Option Year 2: 07/01/2028 to 06/30/2029 Option Year 3: 07/01/2029 to 06/30/2030 Option Year 4: 07/01/2030 to 06/30/2031  The total amount of award: \$4,000.00. The obligation for this award is shown in box 26.				

**AWARD NO: 140L2626P0017****TITLE: BANNOCK COUNTY SHERIFF LEO SERVICE**

Page 3

**DESCRIPTION/SPECIFICATIONS/WORK STATEMENT****LAW ENFORCEMENT ORDER FOR SERVICES  
Bannock County****Overview**

The growth of Bannock County and the use of public areas in the county has been overwhelmingly in the last decade. The use and number of ATVs, campers, hunters and other recreational activities is more than the BLM Rangers can oversee. So for the safety of the users and enforcement of regulations the Bannock County Sheriff's Office is asked to provide manpower and vehicles to patrol the area.

**Scope of Work**

The Bannock County Sheriff will enforce the civil and criminal laws of the State and/or county on the public lands, waters, roads, and trails administered by the BLM within the normal scope of duty; with reimbursement by the BLM.

- (a) The purpose of this contract is to obtain law enforcement services as needed to assist the Bureau of Land Management (BLM) in the administration and regulation of the use and occupancy of the public lands. The Bannock County Officers will enforce the civil and criminal laws of the State and/or county on the public lands, waters, roads, and trails administered by the BLM.
- (b) The services requested by the BLM are of an extraordinary nature outside the scope of the Bannock County's normal and routine law enforcement activities on the public lands.

**General Work Requirements**

- (a) Provide reimbursable services as listed, for the enforcement of State and local laws relating to the protection of persons and property on the public lands. The lack of any specific request by the BLM will not limit the authority of the Bannock County Sheriff's Office to respond to any situation in a fashion seen fit under State or local law.
  - Bannock County will have the deputies/officers coordinate with the designated BLM Point of Contact (POC) regarding patrol needs and to exchange law enforcement information of benefit to both the Bannock County Sheriff's Office and the BLM.
  - The Bannock County Sheriff's Office will provide coverage, within workforce capabilities, on national holidays and weekends, to assure that adequate patrol in BLM administered campgrounds, and recreational sites will be made. These patrols will be made during hours which will be determined by the BLM POC and the Bannock County Sheriff's Office POC. Assignment will be for the period of this contract.
  - When requested by the BLM, the Bannock County Sheriff's Office agrees to dispatch additional sworn deputies/officers within workforce capabilities, to assist in special operations (i.e., marijuana eradication, special events, execution of warrants) or for other unforeseen or emergency situations.
- (b) Sworn personnel assigned to duties on the public lands will be regular employees of the Bannock County Sheriff's Department who have complied with the minimum standards as required by the Idaho State Police Officers Standards and Training Council; and that such officers shall not be in violation of the provisions of 18 U.S.C. 922, which prohibits persons convicted of a misdemeanor domestic violence crime from possessing firearms or ammunition.

**AWARD NO: 140L2626P0017****TITLE: BANNOCK COUNTY SHERIFF LEO SERVICE**

Page 4

- (c) The Bannock County Sheriff's Office will ensure that sworn personnel assigned to duties on Public Lands be made aware of the provisions of the Archaeological Resources Protection Act (16 U.S.C. 470 aa - 470 ll) and the Native American Graves Protection and Repatriation Act (25 U.S.C. 3001 - 3013), regarding skeletal remains. Also, ensure that the Bannock County Sheriff's Office personnel conducting the patrols, are instructed that, if possible, not to disturb what possibly may be an archaeological site, on the belief that the presence of skeletal remains is indicative of a crime scene over which they have jurisdiction, without first checking with appropriate BLM Ranger and/or District/Field management personnel.
- (d) The Bannock County Sheriff's Office will furnish the designated BLM POC quarterly reports of all noted law enforcement activities related to:
- (1) number of patrols made and miles traveled
  - (2) hours worked
  - (3) arrests made on public lands- misdemeanors and felonies
  - (4) incidents investigated or responded to
  - (5) name of deputies/officers patrolling
- (e) Itemized invoices for payment will be furnished at the end of each quarter to the Denver Federal Center along with a copy to the BLM POC. The designated BLM POC will certify all invoices for accuracy and verify that patrols were performed within the standards stated above. A copy of the above mentioned backup documentation/reports should be retained in the contract file, along with the quarterly invoice, and/or with the designated BLM POC.

**Bureau of Land Management Point of Contract (POC):**

David Stack  
Idaho Falls District  
Pocatello Field Office  
4350 Cliffs Drive  
Pocatello, ID 83204  
208-239-5300

**Bureau of Land Management Contracting Officer (CO):**

Tom Parsons  
Idaho State Office  
1387 S. Vinnell Way  
Boise, ID 83709  
208-373-3911

**AWARD NO: 140L2626P0017****TITLE: BANNOCK COUNTY SHERIFF LEO SERVICE**

Page 5

**SECTION 2 - CONTRACT CLAUSES****1. 52.252-2 Clauses Incorporated by Reference (Feb 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/browse/index/far#>

- 52.204-13 System for Award Management Maintenance (Oct 2018)
- 52.204-18 Commercial and Government Entity Code Maintenance (Aug 2020)
- 52.204-19 Incorporation by Reference of Representations and Certifications (Dec 2014)
- 52.212-4 Contract Terms and Conditions - Commercial Products and Commercial Services (Nov 2023)
- 52.215-8 Order of Precedence-Uniform Contract Format (Oct 1997)
- 52.223-2 Reporting of Biobased Products under Service and Construction Contracts (May 2024)  
(DEVIATION Feb 2025)
- 52.223-3 Hazardous Material Identification and Material Safety Data (Alt I) (Jul 1995)
- 52.226-7 Drug-Free Workplace (May 2024)
- 52.232-23 Assignment of Claims (May 2014)
- 52.232-39 Unenforceability of Unauthorized Obligations (Jun 2013)
- 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Mar 2023)
- 52.233-4 Applicable Law for Breach of Contract Claim (Oct 2004)
- 52.236-2 Differing Site Conditions (Apr 1984)
- 52.240-1 Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security
- 52.242-15 Stop-Work Order (Aug 1989)

**2. 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Products and Commercial Services (Jan 2025)  
(DEVIATION Feb 2025)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

- (1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions).
- (2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).
- (3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).
- (5) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801).
- (6) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
- (7) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has

**AWARD NO: 140L2626P0017****TITLE: BANNOCK COUNTY SHERIFF LEO SERVICE**

Page 6

indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

[Contracting Officer check as appropriate.]

\_\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509).

\_\_ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

\_\_ (4) 52.203-17, Contractor Employee Whistleblower Rights (Nov 2023) (41 U.S.C. 4712); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community—see FAR 3.900(a).

**XX** (5) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

\_\_ (6) [Reserved].

\_\_ (7) 52.204-14, Service Contract Reporting Requirements (Oct 2016)

(Pub. L. 111-117, section 743 of Div. C).

\_\_ (8) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016)

(Pub. L. 111-117, section 743 of Div. C).

\_\_ (9) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).

\_\_ (10) 52.204-28, Federal Acquisition Supply Chain Security Act Orders—Federal Supply Schedules, Governmentwide Acquisition Contracts, and Multi-Agency Contracts. (Dec 2023) (Pub. L. 115-390, title II).

\_\_ (11) (i) 52.204-30, Federal Acquisition Supply Chain Security Act Orders--Prohibition. (Dec 2023) (Pub. L. 115-390, title II).

\_\_ (ii) Alternate I (Dec 2023) of 52.204-30.

\_\_ (12) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Jan 2025) (31 U.S.C. 6101 note).

\_\_ (13) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

\_\_ (14) [Reserved].

\_\_ (15) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Oct 2022) (15 U.S.C. 657a).

\_\_ (16) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

\_\_ (17) [Reserved]

**XX** (18) (i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).

\_\_ (ii) Alternate I (Mar 2020) of 52.219-6.

\_\_ (19) (i) 52.219-7, Notice of Partial Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).

\_\_ (ii) Alternate I (Mar 2020) of 52.219-7.

\_\_ (20) 52.219-8, Utilization of Small Business Concerns (Jan 2025) (15 U.S.C. 637(d)(2) and (3)).

\_\_ (21) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2025) (15 U.S.C. 637(d)(4)).

\_\_ (ii) Alternate I (Nov 2016) of 52.219-9.

\_\_ (iii) Alternate II (Nov 2016) of 52.219-9.

\_\_ (iv) Alternate III (Jun 2020) of 52.219-9.

\_\_ (v) Alternate IV (Jan 2025) of 52.219-9.

\_\_ (22) (i) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).

\_\_ (ii) Alternate I (Mar 2020) of 52.219-13.

\_\_ (23) 52.219-14, Limitations on Subcontracting (Oct 2022) (15 U.S.C. 657s).

\_\_ (24) 52.219-16, Liquidated Damages—Subcontracting Plan (Sep 2021) (15 U.S.C. 637(d)(4)(F)(i)).

\_\_ (25) 52.219-27, Notice of Set-Aside for, or Sole-Source Award to, Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns Eligible Under the SDVOSB Program (Feb 2024) (15 U.S.C. 657f).

**AWARD NO: 140L2626P0017****TITLE: BANNOCK COUNTY SHERIFF LEO SERVICE**

Page 7

- XX (26) (i)** 52.219-28, Post award Small Business Program Re-representation (Jan 2025) (15 U.S.C. 632(a)(2)).
- \_\_\_ (ii) Alternate I (Mar 2020) of 52.219-28.
- \_\_\_ (27) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Oct 2022) (15 U.S.C. 637(m)).
- \_\_\_ (28) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Oct 2022) (15 U.S.C. 637(m)).
- \_\_\_ (29) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).
- \_\_\_ (30) 52.219-33, Nonmanufacturer Rule (Sep 2021) (15 U.S.C. 637(a)(17)).
- XX (31)** 52.222-3, Convict Labor (Jun 2003) (E.O.11755).
- XX (33)** 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- XX (34) (i)** 52.222-26, Equal Opportunity (Sep 2016) (E.O.11246).
- \_\_\_ (ii) Alternate I (Feb 1999) of 52.222-26.
- \_\_\_ (35) (i) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).
- \_\_\_ (ii) Alternate I (Jul 2014) of 52.222-35.
- XX (36) (i)** 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).
- \_\_\_ (ii) Alternate I (Jul 2014) of 52.222-36.
- \_\_\_ (38) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- \_\_\_ (39) (i) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627).
- \_\_\_ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- \_\_\_ (41) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_ (42) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (May 2024) (42 U.S.C. 7671, et seq.).
- \_\_\_ (43) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (May 2024) (42 U.S.C. 7671, et seq.).
- \_\_\_ (44) 52.223-20, Aerosols (May 2024) (42 U.S.C. 7671, et seq.).
- \_\_\_ (45) 52.223-21, Foams (May 2024) (42 U.S.C. 7671, et seq.).
- \_\_\_ (46) 52.223-23, Sustainable Products and Services (May 2024) (DEVIATION FEB 2025) (7 U.S.C. 8102, 42 U.S.C. 6962, 42 U.S.C. 8259b, and 42 U.S.C. 7671l).
- \_\_\_ (47) (i) 52.224-3 Privacy Training (Jan 2017) (5 U.S.C. 552 a).
- \_\_\_ (ii) Alternate I (Jan 2017) of 52.224-3.
- \_\_\_ (48) (i) 52.225-1, Buy American-Supplies (Oct 2022) (41 U.S.C. chapter 83).
- \_\_\_ (ii) Alternate I (Oct 2022) of 52.225-1.
- XX (49) (i)** 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (NOV 2023) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- \_\_\_ (ii) Alternate I [Reserved].
- \_\_\_ (iii) Alternate II (Jan 2025) of 52.225-3.
- \_\_\_ (iv) Alternate III (Feb 2024) of 52.225-3.
- \_\_\_ (v) Alternate IV (Oct 2022) of 52.225-3.
- \_\_\_ (50) 52.225-5, Trade Agreements (NOV 2023) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- \_\_\_ (51) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- \_\_\_ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016)

**AWARD NO: 140L2626P0017****TITLE: BANNOCK COUNTY SHERIFF LEO SERVICE**

Page 8

(Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

\_\_\_ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (55) 52.226-8, Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024) ( E.O. 13513).

\_\_\_ (56) 52.229-12, Tax on Certain Foreign Procurements (Feb 2021).

\_\_\_ (57) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

\_\_\_ (58) 52.232-30, Installment Payments for Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

**XX** (59) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct2018) ( 31 U.S.C. 3332).

\_\_\_ (60) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

\_\_\_ (61) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

\_\_\_ (62) 52.239-1, Privacy or Security Safeguards (Aug 1996) ( 5 U.S.C. 552a).

\_\_\_ (63) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

\_\_\_ (64) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).

\_\_\_ (65) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) ( 46 U.S.C. 55305 and 10 U.S.C. 2631).

\_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.

\_\_\_ (iii) Alternate II (Nov 2021) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

[Contracting Officer check as appropriate.]

**XX** (1) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter67).

**XX** (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29U.S.C.206 and 41 U.S.C. chapter 67).

\_\_\_ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

\_\_\_ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

**XX** (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

**XX** (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

\_\_\_ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).

\_\_\_ (10) 52.247-69, Reporting Requirement for U.S.-Flag Air Carriers Regarding Training to Prevent Human Trafficking (Jan 2025) (49 U.S.C. 40118(g)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the

**AWARD NO: 140L2626P0017****TITLE: BANNOCK COUNTY SHERIFF LEO SERVICE**

Page 9

clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1), in a subcontract for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509).

(ii) 52.203-17, Contractor Employee Whistleblower Rights (Nov 2023) (41 U.S.C. 4712).

(iii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions).

(iv) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).

(v) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(vi) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).

(vii) (A) 52.204-30, Federal Acquisition Supply Chain Security Act Orders—Prohibition. (Dec 2023) (Pub. L. 115-390, title II).

(B) Alternate I (Dec 2023) of 52.204-30.

(viii) 52.219-8, Utilization of Small Business Concerns (Jan 2025) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ix) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(x) 52.222-26, Equal Opportunity (Sep 2016) (E.O.11246).

(xi) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).

(xii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).

(xiii) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).

(xiv) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xv) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

(xvi) (A) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O 13627).

(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xvii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for

**AWARD NO: 140L2626P0017****TITLE: BANNOCK COUNTY SHERIFF LEO SERVICE**

Page 10

Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).  
 (xviii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).  
 (xix) 52.222-54, Employment Eligibility Verification (Jan 2025) (E.O. 12989).  
 (xx) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).  
 (xxi) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).  
 (xxii) (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).  
 (B) Alternate I (Jan 2017) of 52.224-3.  
 (xxiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).  
 (xxiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.  
 (xxv) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.  
 (xxvi) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).  
 (xxvii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.  
 (2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

**3. 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)**

(a) *Definitions.* As used in this clause—

*Backhaul* means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet). *Covered foreign country* means The People's Republic of China. *Covered telecommunications equipment or services* means—

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

*Critical technology* means—

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations.
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

**AWARD NO: 140L2626P0017****TITLE: BANNOCK COUNTY SHERIFF LEO SERVICE**

Page 11

- (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
- (ii) For reasons relating to regional stability or surreptitious listening.
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

*Interconnection arrangements* means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

*Reasonable inquiry* means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

*Roaming* means cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

*Substantial or essential component* means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.* (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) *Reporting requirement.* (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the

**AWARD NO: 140L2626P0017****TITLE: BANNOCK COUNTY SHERIFF LEO SERVICE**

Page 12

Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause (i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended. (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.

**4. 52.222-55 Minimum Wages for Contractor Workers under Executive Order 14026 (DEVIATION) (Oct 2023)**

(a) Definitions. As used in this clause—

United States means the 50 states, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, and the outer Continental Shelf as defined in the Outer Continental Shelf Lands Act (43 U.S.C. 1331, et seq.).

Worker –

- (1) (i) Means any person engaged in performing work on, or in connection with, a contract covered by Executive Order 14026, and—
- (A) Whose wages under such contract are governed by the Fair Labor Standards Act (29 U.S.C. chapter 8), the Service Contract Labor Standards statute (41 U.S.C. chapter 67), or the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV).
  - (B) Other than individuals employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR part 541; and
  - (C) Regardless of the contractual relationship alleged to exist between the individual and the employer.
- (ii) Includes workers performing on, or in connection with, the contract whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c).
- (iii) Also includes any person working on, or in connection with, the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.
- (2) (i) A worker performs on a contract if the worker directly performs the specific services called for by the contract; and
- (ii) A worker performs in connection with a contract if the worker's work activities are necessary to the performance of a contract but are not the specific services called for by the contract.

**AWARD NO: 140L2626P0017****TITLE: BANNOCK COUNTY SHERIFF LEO SERVICE**

Page 13

- (b) Executive Order Minimum wage rate.
- (1) The Contractor shall pay to workers, while performing in the United States, and performing on, or in connection with, this contract, a minimum hourly wage rate of \$15.00 per hour beginning January 30, 2022.
  - (2) The Contractor shall adjust the minimum wage paid, if necessary, beginning January 1, 2023, and annually thereafter, to meet the applicable annual E.O. minimum wage. The Administrator of the Department of Labor's Wage and Hour Division (the Administrator) will publish annual determinations in the Federal Register no later than 90 days before the effective date of the new E.O. minimum wage rate. The Administrator will also publish the applicable E.O. minimum wage on <https://www.sam.gov> (or any successor website), and a general notice on all wage determinations issued under the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, that will provide information on the E.O. minimum wage and how to obtain annual updates. The applicable published E.O. minimum wage is incorporated by reference into this contract.
  - (3)
    - (i) The Contractor may request a price adjustment only after the effective date of the new annual E.O. minimum wage determination. Prices will be adjusted only for increased labor costs (including subcontractor labor costs) as a result of an increase in the annual E.O. minimum wage, and for associated labor costs (including those for subcontractors). Associated labor costs shall include increases or decreases that result from changes in social security and unemployment taxes and workers' compensation insurance but will not otherwise include any amount for general and administrative costs, overhead, or profit.
    - (ii) Subcontractors may be entitled to adjustments due to the new minimum wage, pursuant to paragraph (b)(2). Contractors shall consider any subcontractor requests for such price adjustment.
    - (iii) The Contracting Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (b)(3)(i) of this clause and will not provide duplicate price adjustments with any price adjustment under clauses implementing the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.
  - (4) The Contractor warrants that the prices in this contract do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.
  - (5) A pay period under this clause may not be longer than semi-monthly but may be shorter to comply with any applicable law or other requirement under this contract establishing a shorter pay period. Workers shall be paid no later than one pay period following the end of the regular pay period in which such wages were earned or accrued.
  - (6) The Contractor shall pay, unconditionally to each worker, all wages due free and clear without subsequent rebate or kickback. The Contractor may make deductions that reduce a worker's wages below the E.O. minimum wage rate only if done in accordance with 29 CFR 23.230, Deductions.
  - (7) The Contractor shall not discharge any part of its minimum wage obligation under this clause by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Labor Standards statute, the cash equivalent thereof.
  - (8) Nothing in this clause shall excuse the Contractor from compliance with any applicable Federal or State prevailing wage law or any applicable law or municipal ordinance or any applicable contract establishing a minimum wage higher than the E.O. 14026 minimum wage. However, wage increases under such other laws or municipal ordinances are not subject to price adjustment under this subpart.
  - (9) The Contractor shall pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining agreement(s) wage rate.
  - (10) The Contractor shall follow the policies and procedures in 29 CFR 23.240(b) and 23.280 for treatment of workers engaged in an occupation in which they customarily and regularly

**AWARD NO: 140L2626P0017****TITLE: BANNOCK COUNTY SHERIFF LEO SERVICE**

Page 14

- receive more than \$30 a month in tips.
- (c) (1) This clause applies to workers as defined in paragraph (a). As provided in that definition--
- (i) Workers are covered regardless of the contractual relationship alleged to exist between the contractor or subcontractor and the worker.
  - (ii) Workers with disabilities whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c) are covered; and
  - (iii) Workers who are registered in a bona fide apprenticeship program or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship, are covered.
- (2) This clause does not apply to--
- (i) Contracts or subcontracts to which the States of Texas, Louisiana, or Mississippi, including their agencies, are a party.
  - (ii) Fair Labor Standards Act (FLSA)-covered individuals performing in connection with contracts covered by the E.O., i.e. those individuals who perform duties necessary to the performance of the contract, but who are not directly engaged in performing the specific work called for by the contract, and who spend less than 20 percent of their hours worked in a particular workweek performing in connection with such contracts;
  - (iii) Individuals exempted from the minimum wage requirements of the FLSA under 29 U.S.C. 213(a) and 214(a) and (b), unless otherwise covered by the Service Contract Labor Standards statute, or the Wage Rate Requirements (Construction) statute. These individuals include but are not limited to-
    - (A) Learners, apprentices, or messengers whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(a).
    - (B) Students whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(b); and
    - (C) Those employed in a bona fide executive, administrative, or professional capacity (29 U.S.C. 213(a)(1) and 29 CFR part 541).
- (d) Notice. The Contractor shall notify all workers performing work on, or in connection with, this contract of the applicable E.O. minimum wage rate under this clause. With respect to workers covered by the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, the Contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers whose wages are governed by the FLSA, the Contractor shall post notice, utilizing the poster provided by the Administrator, which can be obtained at [www.dol.gov/agencies/whd/government-contracts](http://www.dol.gov/agencies/whd/government-contracts), in a prominent and accessible place at the worksite. Contractors that customarily post notices to workers electronically may post the notice electronically provided the electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.
- (e) Payroll Records.
- (1) The Contractor shall make and maintain records, for three years after completion of the work, containing the following information for each worker:
- (i) Name, address, and social security number.
  - (ii) The worker's occupation(s) or classification(s).
  - (iii) The rate or rates of wages paid.
  - (iv) The number of daily and weekly hours worked by each worker; (v) Any deductions made; and
  - (vi) Total wages paid.

**AWARD NO: 140L2626P0017****TITLE: BANNOCK COUNTY SHERIFF LEO SERVICE**

Page 15

- (2) The Contractor shall make records pursuant to paragraph (e)(1) of this clause available for inspection and transcription by authorized representatives of the Administrator. The Contractor shall also make such records available upon request of the Contracting Officer.
- (3) The Contractor shall make a copy of the contract available, as applicable, for inspection or transcription by authorized representatives of the Administrator.
- (4) Failure to comply with this paragraph (e) shall be a violation of 29 CFR 23.260 and this contract. Upon direction of the Administrator or upon the Contracting Officer's own action, payment shall be withheld until such time as the noncompliance is corrected.
- (5) Nothing in this clause limits or otherwise modifies the Contractor's payroll and recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, or any other applicable law.
- (f) Access. The Contractor shall permit authorized representatives of the Administrator to conduct investigations, including interviewing workers at the worksite during normal working hours.
- (g) Withholding. The Contracting Officer, upon his or her own action or upon written request of the Administrator will withhold funds or cause funds to be withheld from the Contractor under this or any other Federal contract with the same Contractor, sufficient to pay workers the full amount of wages required by this clause.
- (h) Disputes. Department of Labor has set forth in 29 CFR 23.510, Disputes concerning contractor compliance, the procedures for resolving disputes concerning a contractor's compliance with Department of Labor regulations at 29 CFR part 23. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. These disputes include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the Department of Labor, or the workers or their representatives.
- (i) Antiretaliation. The Contractor shall not discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to compliance with the E.O. or this clause or has testified or is about to testify in any such proceeding.
- (j) Subcontractor compliance. The Contractor is responsible for subcontractor compliance with the requirements of this clause and may be held liable for unpaid wages due subcontractor workers.
- (k) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (k) in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

**5. 52.252-6 Authorized Deviations in Clauses (Nov 2020)**

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
- (b) The use in this solicitation or contract of any Department of the Interior Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

**CONTRACT ADMINISTRATION DATA****1. Authorities and Delegations (Sep 2011)**

- (a) The Contracting Officer is the only individual authorized to enter into or terminate this contract, modify any term or condition of this contract, waive any requirement of this contract, or accept nonconforming work.

**AWARD NO: 140L2626P0017****TITLE: BANNOCK COUNTY SHERIFF LEO SERVICE**

Page 16

- (b) The Contracting Officer will designate a Contracting Officer's Representative (COR) at time of award. The COR will be responsible for technical monitoring of the contractor's performance and deliveries. The COR will be appointed in writing, and a copy of the appointment will be furnished to the Contractor. Changes to this delegation will be made by written changes to the existing appointment or by issuance of a new appointment.
- (c) The COR is not authorized to perform, formally or informally, any of the following actions:
- (1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract.
  - (2) Waive or agree to modification of the delivery schedule.
  - (3) Make any final decision on any contract matter subject to the Disputes Clause.
  - (4) Terminate, for any reason, the Contractor's right to proceed.
  - (5) Obligate in any way, the payment of money by the Government.
- (d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not proceed with direction that it considers having been issued without proper authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible, when the COR has taken an action or has issued direction (written or oral) that the Contractor considers exceeding the COR's appointment, within 3 days of the occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.
- (e) The Contracting Officer shall respond in writing within 30 days to any notice made under paragraph (d) of this clause. A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.
- (f) The Contractor shall provide copies of all correspondence to the Contracting Officer and the COR.
- (g) Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the Government or any Government official other than the Contracting Officer or the COR acting within his or her appointment, shall be at the Contractor's risk.
- 2. Electronic Invoicing and Payment Requirements - Invoice Processing Platform (IPP) (Apr 2013)**

Payment requests must be submitted electronically through the U.S. Department of the Treasury's Internet Payment Platform System (IPP).

"Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract, or the clause 52.212-4 Contract Terms and Conditions-Commercial Items included in commercial item contracts. The IPP website address is <https://www.ipp.gov>.

**AWARD NO: 140L2626P0017****TITLE: BANNOCK COUNTY SHERIFF LEO SERVICE**

Page 17

Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice:

**(1) Copy of Company Generated Invoice.**

The Contractor must use the IPP website to register, access and use IPP for submitting requests for payment. The Contractor Government Business Point of Contact will receive enrollment instructions via email from the Federal Reserve Bank of Boston (FRBB) within 3 -5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email [ippgroup@bos.frb.org](mailto:ippgroup@bos.frb.org) or phone (866) 973-3131.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the Contracting Officer with its proposal or quotation.

**3. Local Internet Payment Platform (IPP) Hotline**

To check payment status, contact the Payment Hotline at 877-480-9724 or 303-236-2850. You will need to leave a message with the following information:

1. Company Name
2. Contract Number
3. Invoice Number
4. Invoice Amount
5. A brief description of why you are calling
6. Your contact information

If you do not receive a callback from the Payment Hotline within 72 hours, please contact the Contract Officer with the day and time you contacted the Payment Hotline.

**4. Government Point of Contact**

Tom Parsons  
[tparsons@blm.gov](mailto:tparsons@blm.gov)  
Bureau of Land Management  
1387 S Vinnell Way  
Boise, ID 83709  
Telephone (208) 373-3911

**AWARD NO: 140L2626P0017****TITLE: BANNOCK COUNTY SHERIFF LEO SERVICE**

Page 18

**SECTION 3: LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS****Attachment 1 - Wage Determination**

Service Contract Act Wage Determinations are applicable to this project. Current prevailing wage determination(s) at time of issuance of solicitation are included in this Section.

In the event the current prevailing Wage Determination is changed by the Department of Labor prior to the closing date of this solicitation it is the offeror's responsibility to insure the most recent determination is used in preparing the proposal. Should the wage rate change after closing, but prior to award, the updated Wage Determination will be incorporated by amendment and issued to all offerors submitting a proposal. If applicable, these offerors/contractors will be given an opportunity to provide revised proposals solely to amend proposals due to Wage Determination changes. If the wage determination modification does not change any affected wage rates, then the provisions of FAR 22.1012-1 will apply.

Applicable wage rates can be found at <https://sam.gov/>