



## 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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### **Friday, June 5, 2026**

**10:00 AM** Work Session and Claims Meeting (action items)

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

- Cassidy Roske presenting a FY27 budget request for Bright Tomorrows (10 minutes)
- Dan Kendall, Buildings and Grounds, requesting approval to use PILT funds to finish the YDC lane and landscaping (requested 5 minutes) (action item)
- Hal Jensen, Planning and Development, regarding (1) discussion pertaining to the vacation of Darby Road along the south side of the Bannock County Jail, (2) approval to dispose furniture, and (3) approval to destroy records (requesting 10 minutes) (action items)
- Alisse Foster, Planning and Development, seeking approval to proceed with Chat GPT account with recurring charges (requested 5 minutes) (action item)
- Signature Only: (1) Annual SCAAP Application offered by the US Department of Justice and (2) Acceptance and continuation of Emergency Management Performance (action item)
- Torey Danner, Coroner, seeking to discuss personnel with possible Executive Session under Idaho Code §74-206(1)(a)&(b) regarding personnel with potential action following adjournment of Executive Session (requested 10 minutes) (action item)

**Claims Agenda:**

- Board of Ambulance District: Invoices and Commissioner Report
- Board of Commissioners: Invoices, Commissioners Reports, and Credit Applications
- 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
- Payroll Report
- Alcohol Licenses and Permits
- Certificate of Residency Approval
- Mileage Reimbursement Requests
- Technology Request Form
- Memorandum Authorization for Accounts Payable
- Cardholder User Agreement and Authorization

BANNOCK COUNTY COMMISSIONERS  
624 E. Center, Pocatello, ID 83401  
Phone: (208) 236-7210 • Fax: (208) 234-7363



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.gov/commissioners>. Agenda times are subject to change within **15 minutes** of scheduled time. Any person(s) needing special meeting accommodations should contact the Commissioner's Office at 208-236-7210, five working days before the meeting.*

**E-mail this completed form and any supporting documents to [agendarequest@bannockcounty.gov](mailto:agendarequest@bannockcounty.gov)**  
**48 HOURS PRIOR TO THE MEETING DATE REQUESTED**

Meeting Date Requested: 06/05/2026

Requestor Name: Dan Kendall

Department: Buildings and Grounds

**Item to be considered/background:**

Seeking approval to use PILT money to finish the YDC lane and landscaping

Action Requested: Decision

Amount of Time Requested: 5 Minutes

**Financial Impact (Total Cost/Funding Source):**

Approximately \$30,000.00 will come from PILT

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

No

Has the item been submitted to/reviewed by Legal?

Has the item been reviewed by Risk Management?

Are all supporting documents included?

List of additional attendees: Daniel Kendall, Kristi Klauser, Kiel Burmester

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

Commissioner Office Only:  
Date: 6/5/26 Time: \_\_\_\_\_



BANNOCK COUNTY COMMISSIONERS  
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**Meeting Date Requested:** 06/05/2026

**Requestor Name:** Hal Jensen

**Department:** Planning & Development

**Item to be considered/background:**

Vacation of Darby Road along south side of county jail

**Action Requested:** Discussion

**Amount of Time Requested:** 10 Minutes

**Financial Impact (Total Cost/Funding Source):**

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

No

**Has the item been submitted to/reviewed by Legal?**

No

**Has the item been reviewed by Risk Management?**

N/A

**Are all supporting documents included?**

Yes

**List of additional attendees:** Sheriff Tony Manu

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

Commissioner Office Only:

Date: 6/5/26 Time: \_\_\_\_\_





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**Meeting Date Requested:** 06/05/2026

**Requestor Name:** Hal Jensen

**Department:** Planning & Development

**Item to be considered/background:**  
Disposal of unused, old furniture.

**Action Requested:** Decision

**Amount of Time Requested:** 5 Minutes

**Financial Impact (Total Cost/Funding Source):**  
None

**Does this item involve a contract, agreement, external funding application, or award acceptance?** No

**Has the item been submitted to/reviewed by Legal?**

**Has the item been reviewed by Risk Management?**

**Are all supporting documents included?**

**List of additional attendees:** Tristan Bourquin

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

Commissioner Office Only:  
Date: 6/5/26 Time: \_\_\_\_\_







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**Meeting Date Requested:** 06/05/2026

**Requestor Name:** Hal Jensen

**Department:** Planning & Development

**Item to be considered/background:**  
Records destruction

**Action Requested:** Decision

**Amount of Time Requested:** 5 Minutes

**Financial Impact (Total Cost/Funding Source):**  
None

**Does this item involve a contract, agreement, external funding application, or award acceptance?**  
No

**Has the item been submitted to/reviewed by Legal?**

**Has the item been reviewed by Risk Management?**

**Are all supporting documents included?**

**List of additional attendees:** Tristan Bourquin

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

Commissioner Office Only:  
Date: 6/5/26 Time: \_\_\_\_\_



GENERAL 2010  
BALLOT STUBS  
PRECINCT 34-43

EXP  
EXP 30000  
Storage Box

PURCHASE ORDERS  
2004-2010  
BANKERS BOX

BOX #1  
COMMISSIONERS 2010  
AG EXTENSION - INSURANCE  
Bureau of Equalization & Assessment Box #2

Porter's  
Always  
Civl Deshd 2026  
Proudly Made  
In U.S.A.

Office Solutions  
TRITEC

Desired 2019  
June 05/17

Handwritten notes on a cardboard box, including 'EXP 30000' and 'Storage Box'.



ERROR: ioerror  
OFFENDING COMMAND: image

OPERAND STACK:  
CreationDate

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**48 HOURS PRIOR TO THE MEETING DATE REQUESTED**

**Meeting Date Requested:** 06/02/2026

**Requestor Name:** Alisse Foster

**Department:** Planning and Development

**Item to be considered/background:**

Approval to proceed with a ChatGPT account with reoccurring charges. Terms have been reviewed.

**Action Requested:** Decision

**Amount of Time Requested:** 5 Minutes

**Financial Impact (Total Cost/Funding Source):**

Use of budgeted funds. This is a reoccurring charge that will need considered for future budgeting.

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

**Has the item been submitted to/reviewed by Legal?**

**Has the item been reviewed by Risk Management?**

**Are all supporting documents included?**

**List of additional attendees:** Alisse Foster , Hal Jensen, Tristan Bourquin

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

Commissioner Office Only:  
Date: 6/5/26 Time: \_\_\_\_\_

OpenAI

English (United States) 

Updated: January 1, 2026

# Service credit terms

These OpenAI Service Credit Terms (“Terms”) are an agreement between you and OpenAI OpCo, LLC (or our affiliates) and govern your purchase, receipt, or use of any credit redeemable for our Services (“Service Credit”). Capitalized terms used but not defined in these Terms will have the meanings set forth in the agreement between you and OpenAI governing your use of the applicable Services (the “Agreement”).

1. We may offer the option to prepay for certain Services through the purchase of credits (“Prepaid Service Credits”). Prepaid Service Credits represent the amount you have paid in advance for use of the respective Services. Additional terms may apply to specific Services.
2. We may also offer Service Credits free of charge as part of a promotional program rather than for purchase (“Promo Service Credits”). Promo Service Credits will not be applied against any sales, use, gross receipts, or similar transaction based taxes that may be applicable to you.
3. Service Credits are not legal tender or currency; are not redeemable, refundable, or exchangeable for any sum of money or monetary value (except where required by law); have no equivalent value in fiat currency; do not act as a substitute for fiat currency; and do not constitute or confer upon you any personal property right. Service Credits are non-transferable and may be used only in connection with the applicable Service for which they were issued.

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purchase or issuance if not used, unless otherwise specified at the time of purchase.

5. Your available Service Credit balance may be reviewed in your applicable OpenAI account or workspace, depending on the specific Service. You are solely responsible for verifying that the proper amount of Service Credits has been added to or deducted from your balance. Your Service Credit balance is not a bank account, digital wallet, stored value account, or other payment device.
6. We prohibit and do not recognize any purported transfers, sales, gifts, or trades of Service Credits. Evidence of any attempt to use, sell, or transfer Service Credits in any manner violates these Terms and may result in revocation, termination, or cancellation of the Service Credits and/or your use of the Services without refund and/or immediate suspension or termination of your account.
7. We reserve the right to suspend or terminate your use of the Services in accordance with the Agreement, including suspending or terminating your Service Credit balance, in compliance with applicable law.
8. We may modify these Terms at any time by posting a revised version on our website or by emailing the email associated with your account. The modified Terms will become effective upon posting or, if we notify you by email, as stated in the email message. By receiving or using any Service Credit after the effective date of any modification to these Terms, you agree to be bound by the modified Terms.

<a href="#">Our Research</a>	<a href="#">ChatGPT</a>	<a href="#">For Business</a>	<a href="#">More</a>
<a href="#">Research Index</a>	<a href="#">Explore ChatGPT ↗</a>	<a href="#">Business Overview</a>	<a href="#">News</a>
<a href="#">Research Overview</a>	<a href="#">Business</a>	<a href="#">Solutions</a>	<a href="#">Stories</a>
<a href="#">Research Residency</a>	<a href="#">Enterprise</a>	<a href="#">Contact Sales</a>	<a href="#">Academy</a>
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		<a href="#">Company</a>	

# OpenAI

GPT-5.4		<a href="#">Our Charter</a>	
GPT-5.3 Instant	<a href="#">API Platform</a>	<a href="#">Foundation ↗</a>	<a href="#">Terms &amp; Policies</a>
GPT-5.3-Codex	<a href="#">Platform Overview</a>	<a href="#">Careers</a>	<a href="#">Terms of Use</a>
	<a href="#">Pricing</a>	<a href="#">Brand</a>	<a href="#">Privacy Policy</a>
Safety	<a href="#">API log in ↗</a>	<a href="#">Support</a>	<a href="#">Other Policies</a>
Safety Approach	<a href="#">Documentation ↗</a>	<a href="#">Help Center ↗</a>	
Security & Privacy	<a href="#">Developer Forum ↗</a>		
Trust & Transparency			



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 Your privacy choices

English United States

OpenAI

English (United States) 

Published: January 1, 2026

# Terms of Use

Effective: January 1, 2026 ([Previous version](#))

Thank you for using OpenAI!

These Terms of Use apply to your use of ChatGPT, DALL·E, and OpenAI's other services for individuals, along with any associated software applications and websites (all together, "Services"). These Terms form an agreement between you and OpenAI OpCo, LLC, a Delaware company, and they include our [Service Terms](#) and important provisions for resolving disputes through arbitration. By using our Services, you agree to these Terms.

If you reside in the European Economic Area, Switzerland, or the UK, your use of the Services is governed by [these terms](#).

Our [Business Terms](#) govern use of ChatGPT Enterprise, our APIs, and our other services for businesses and developers.

Our [Privacy Policy](#) explains how we collect and use personal information. Although it does not form part of these Terms, it is an important document that you should read.

## Who we are

## OpenAI

general intelligence benefits all of humanity. For more information about OpenAI, please visit <https://openai.com/about>.

## Registration and access

**Minimum age.** You must be at least 13 years old or the minimum age required in your country to consent to use the Services. If you are under 18 you must have your parent or legal guardian's permission to use the Services.

**Registration.** You must provide accurate and complete information to register for an account to use our Services. You may not share your account credentials or make your account available to anyone else and are responsible for all activities that occur under your account. If you create an account or use the Services on behalf of another person or entity, you must have the authority to accept these Terms on their behalf.

## Using our Services

**What you can do.** Subject to your compliance with these Terms, you may access and use our Services. In using our Services, you must comply with all applicable laws as well as our [Sharing & Publication Policy](#), [Usage Policies](#), and any other documentation, guidelines, or policies we make available to you.

**What you cannot do.** You may not use our Services for any illegal, harmful, or abusive activity. For example, you may not:

- Use our Services in a way that infringes, misappropriates or violates anyone's rights.
- Modify, copy, lease, sell or distribute any of our Services.
- Attempt to or assist anyone to reverse engineer, decompile or discover the source code or underlying components of our Services, including our models, algorithms, or systems (except to the extent this restriction is prohibited by applicable law).

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represent that Output was human-generated when it was not.

- Interfere with or disrupt our Services, including circumvent any rate limits or restrictions or bypass any protective measures or safety mitigations we put on our Services.
- Use Output to develop models that compete with OpenAI.

Software. Our Services may allow you to download software, such as mobile applications, which may update automatically to ensure you're using the latest version. Our software may include open source software that is governed by its own licenses that we've made available to you.

Corporate domains. If you create an account using an email address owned by an organization (for example, your employer), that account may be added to the organization's business account with us, in which case we will provide notice to you so that you can help facilitate the transfer of your account (unless your organization has already provided notice to you that it may monitor and control your account). Once your account is transferred, the organization's administrator will be able to control your account, including being able to access Content (defined below) and restrict or remove your access to the account.

Third party Services. Our services may include third party software, products, or services, ("Third Party Services") and some parts of our Services, like our browse feature, may include output from those services ("Third Party Output"). Third Party Services and Third Party Output are subject to their own terms, and we are not responsible for them.

Feedback. We appreciate your feedback, and you agree that we may use it without restriction or compensation to you.

## Content

Your content. You may provide input to the Services ("Input"), and receive output from the Services based on the Input ("Output"). Input and Output are collectively "Content." You are responsible for Content, including ensuring that it does not violate any applicable law or

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**Ownership of content.** As between you and OpenAI, and to the extent permitted by applicable law, you (a) retain your ownership rights in Input and (b) own the Output. We hereby assign to you all our right, title, and interest, if any, in and to Output.

**Similarity of content.** Due to the nature of our Services and artificial intelligence generally, output may not be unique and other users may receive similar output from our Services. Our assignment above does not extend to other users' output or any Third Party Output.

**Our use of content.** We may use Content to provide, maintain, develop, and improve our Services, comply with applicable law, enforce our terms and policies, and keep our Services safe. If you're using ChatGPT through Apple's integrations, see [this Help Center article](#) for how we handle your Content.

**Opt out.** If you do not want us to use your Content to train our models, you can opt out by following the instructions in [this article](#). Please note that in some cases this may limit the ability of our Services to better address your specific use case.

**Accuracy.** Artificial intelligence and machine learning are rapidly evolving fields of study. We are constantly working to improve our Services to make them more accurate, reliable, safe, and beneficial. Given the probabilistic nature of machine learning, use of our Services may, in some situations, result in Output that does not accurately reflect real people, places, or facts.

When you use our Services you understand and agree:

- Output may not always be accurate. You should not rely on Output from our Services as a sole source of truth or factual information, or as a substitute for professional advice.
- You must evaluate Output for accuracy and appropriateness for your use case, including using human review as appropriate, before using or sharing Output from the Services.

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employment, housing, insurance, legal, medical, or other important decisions about them.

- Our Services may provide incomplete, incorrect, or offensive Output that does not represent OpenAI's views. If Output references any third party products or services, it doesn't mean the third party endorses or is affiliated with OpenAI.

## Our IP rights

We and our affiliates own all rights, title, and interest in and to the Services. You may only use our name and logo in accordance with our [Brand Guidelines](#).

## Paid accounts

**Billing.** If you purchase any Services, you will provide complete and accurate billing information, including a valid payment method. For paid subscriptions, we will automatically charge your payment method on each agreed-upon periodic renewal until you cancel. You're responsible for all applicable taxes, and we'll charge tax when required. If your payment cannot be completed, we may downgrade your account or suspend your access to our Services until payment is received.

**Service credits.** You can pay for some Services in advance by purchasing service credits. All service credits are subject to our [Service Credit Terms](#).

**Cancellation.** You can [cancel](#) your paid subscription at any time. Payments are non-refundable, except where required by law. These Terms do not override any mandatory local laws regarding your cancellation rights.

**Changes.** We may change our prices from time to time. If we increase our subscription prices, we will give you at least 30 days' notice and any price increase will take effect on your next renewal so that you can cancel if you do not agree to the price increase.

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### Termination and suspension

Termination. You are free to stop using our Services at any time. We reserve the right to suspend or terminate your access to our Services or delete your account if we determine:

- You breached these Terms or our Usage Policies.
- We must do so to comply with the law.
- Your use of our Services could cause risk or harm to OpenAI, our users, or anyone else.

We also may terminate your account if it has been inactive for over a year and you do not have a paid account. If we do, we will provide you with advance notice.

Appeals. If you believe we have suspended or terminated your account in error, you can file an appeal with us by contacting our Support team.

### Discontinuation of Services

We may decide to discontinue our Services, but if we do, we will give you advance notice and a refund for any prepaid, unused Services.

### Disclaimer of warranties

OUR SERVICES ARE PROVIDED "AS IS." EXCEPT TO THE EXTENT PROHIBITED BY LAW, WE AND OUR AFFILIATES AND LICENSORS MAKE NO WARRANTIES (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE) WITH RESPECT TO THE SERVICES, AND DISCLAIM ALL WARRANTIES INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, NON-INFRINGEMENT, AND QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR TRADE USAGE. WE DO NOT WARRANT THAT THE

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YOU ACCEPT AND AGREE THAT ANY USE OF OUTPUTS FROM OUR SERVICE IS AT YOUR SOLE RISK AND YOU WILL NOT RELY ON OUTPUT AS A SOLE SOURCE OF TRUTH OR FACTUAL INFORMATION, OR AS A SUBSTITUTE FOR PROFESSIONAL ADVICE.

## Limitation of liability

NEITHER WE NOR ANY OF OUR AFFILIATES OR LICENSORS WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR DATA OR OTHER LOSSES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR AGGREGATE LIABILITY UNDER THESE TERMS WILL NOT EXCEED THE GREATER OF THE AMOUNT YOU PAID FOR THE SERVICE THAT GAVE RISE TO THE CLAIM DURING THE 12 MONTHS BEFORE THE LIABILITY AROSE OR ONE HUNDRED DOLLARS (\$100). THE LIMITATIONS IN THIS SECTION APPLY ONLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

Some countries and states do not allow the disclaimer of certain warranties or the limitation of certain damages, so some or all of the terms above may not apply to you, and you may have additional rights. In that case, these Terms only limit our responsibilities to the maximum extent permissible in your country of residence.

OPENAI'S AFFILIATES, SUPPLIERS, LICENSORS, AND DISTRIBUTORS ARE INTENDED THIRD PARTY BENEFICIARIES OF THIS SECTION.

## Indemnity

If you are a business or organization, to the extent permitted by law, you will indemnify and hold harmless us, our affiliates, and our personnel, from and against any costs, losses,

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### Dispute resolution

YOU AND OPENAI AGREE TO THE FOLLOWING MANDATORY ARBITRATION AND CLASS ACTION WAIVER PROVISIONS:

**MANDATORY ARBITRATION.** You and OpenAI agree to resolve any claims arising out of or relating to these Terms or our Services, regardless of when the claim arose, even if it was before these Terms existed (a "Dispute"), through final and binding arbitration. You may opt out of arbitration within 30 days of account creation or of any updates to these arbitration terms within 30 days after the update has taken effect by filling out [this form](#). If you opt out of an update, the last set of agreed upon arbitration terms will apply.

**Informal dispute resolution.** We would like to understand and try to address your concerns prior to formal legal action. Before either of us files a claim against the other, we both agree to try to resolve the Dispute informally. You agree to do so by sending us notice through [this form](#). We will do so by sending you notice to the email address associated with your account. If we are unable to resolve a Dispute within 60 days, either of us has the right to initiate arbitration. We also both agree to attend an individual settlement conference if either party requests one during this time. Any statute of limitations will be tolled during this informal resolution process.

**Arbitration forum.** If we are unable to resolve the Dispute, either of us may commence arbitration with National Arbitration and Mediation ("NAM") under its Comprehensive Dispute Resolution Rules and Procedures and/or Supplemental Rules for Mass Arbitration Filings, as applicable (available [here](#)).

OpenAI will not seek attorneys' fees and costs in arbitration unless the arbitrator determines that your claim is frivolous. The activities described in these Terms involve interstate commerce and the Federal Arbitration Act will govern the interpretation and enforcement of these arbitration terms and any arbitration.

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but if the arbitrator determines a hearing should be conducted in person, the location will be mutually agreed upon, in the county where you reside, or as determined by the arbitrator, unless the batch arbitration process applies. The arbitration will be conducted by a sole arbitrator. The arbitrator will be either a retired judge or an attorney licensed to practice law in the state of California. The arbitrator will have exclusive authority to resolve any Dispute, except the state or federal courts of San Francisco, California have the authority to determine any Dispute about enforceability, validity of the class action waiver, or requests for public injunctive relief, as set out below. Any settlement offer amounts will not be disclosed to the arbitrator by either party until after the arbitrator determines the final award, if any. The arbitrator has the authority to grant motions dispositive of all or part of any Dispute.

Exceptions. This section does not require informal dispute resolution or arbitration of the following claims: (i) individual claims brought in small claims court; and (ii) injunctive or other equitable relief to stop unauthorized use or abuse of the Services or intellectual property infringement or misappropriation.

CLASS AND JURY TRIAL WAIVERS. You and OpenAI agree that Disputes must be brought on an individual basis only, and may not be brought as a plaintiff or class member in any purported class, consolidated, or representative proceeding. Class arbitrations, class actions, and representative actions are prohibited. Only individual relief is available. The parties agree to sever and litigate in court any request for public injunctive relief after completing arbitration for the underlying claim and all other claims. This does not prevent either party from participating in a class-wide settlement. You and OpenAI knowingly and irrevocably waive any right to trial by jury in any action, proceeding, or counterclaim.

Batch arbitration. If 25 or more claimants represented by the same or similar counsel file demands for arbitration raising substantially similar Disputes within 90 days of each other, then you and OpenAI agree that NAM will administer them in batches of up to 50 claimants each ("Batch"), unless there are less than 50 claimants in total or after batching, which will comprise a single Batch. NAM will administer each Batch as a single consolidated arbitration with one arbitrator, one set of arbitration fees, and one hearing held by videoconference or in a location decided by the arbitrator for each Batch. If any part of this

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Severability. If any part of these arbitration terms is found to be illegal or unenforceable, the remainder will remain in effect, except that if a finding of partial illegality or unenforceability would allow class arbitration, class action, or representative action, this entire dispute resolution section will be unenforceable in its entirety.

## Copyright complaints

If you believe that your intellectual property rights have been infringed, please send notice to the address below or fill out [this form](#). We may delete or disable content that we believe violates these Terms or is alleged to be infringing and will terminate accounts of repeat infringers where appropriate.

*OpenAI OpCo, LLC*

*1455 3rd Street*

*San Francisco, CA 94158*

*Attn: General Counsel / Copyright Agent*

Written claims concerning copyright infringement must include the following information:

- A physical or electronic signature of the person authorized to act on behalf of the owner of the copyright interest
- A description of the copyrighted work that you claim has been infringed upon
- A description of where the allegedly infringing material is located on our site so we can find it
- Your address, telephone number, and e-mail address
- A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law
- A statement by you that the above information in your notice is accurate and, under penalty of perjury, that you are the copyright owner or authorized to act on the

## OpenAI

### General Terms

**Assignment.** You may not assign or transfer any rights or obligations under these Terms and any attempt to do so will be void. We may assign our rights or obligations under these Terms to any affiliate, subsidiary, or successor in interest of any business associated with our Services.

**Changes to these Terms or our Services.** We are continuously working to develop and improve our Services. We may update these Terms or our Services accordingly from time to time. For example, we may make changes to these Terms or the Services due to:

- Changes to the law or regulatory requirements.
- Security or safety reasons.
- Circumstances beyond our reasonable control.
- Changes we make in the usual course of developing our Services.
- To adapt to new technologies.

We will give you at least 30 days advance notice of changes to these Terms that materially adversely impact you either via email or an in-product notification. All other changes will be effective as soon as we post them to our website. If you do not agree to the changes, you must stop using our Services.

**Delay in enforcing these Terms.** Our failure to enforce a provision is not a waiver of our right to do so later. Except as provided in the dispute resolution section above, if any portion of these Terms is determined to be invalid or unenforceable, that portion will be enforced to the maximum extent permissible and it will not affect the enforceability of any other terms.

**Trade controls.** You must comply with all applicable trade laws, including sanctions and export control laws. Our Services may not be used in or for the benefit of, or exported or re-exported to (a) any U.S. embargoed country or territory or (b) any individual or entity with

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include material or information that requires a government license for release or export.


Entire agreement. These Terms contain the entire agreement between you and OpenAI regarding the Services and, other than any Service-specific terms, supersedes any prior or contemporaneous agreements between you and OpenAI.


Governing law. California law will govern these Terms except for its conflicts of laws principles. Except as provided in the dispute resolution section above, all claims arising out of or relating to these Terms will be brought exclusively in the federal or state courts of San Francisco, California.

<a href="#">Our Research</a>	<a href="#">ChatGPT</a>	<a href="#">For Business</a>	<a href="#">More</a>
<a href="#">Research Index</a>	<a href="#">Explore ChatGPT ↗</a>	<a href="#">Business Overview</a>	<a href="#">News</a>
<a href="#">Research Overview</a>	<a href="#">Business</a>	<a href="#">Solutions</a>	<a href="#">Stories</a>
<a href="#">Research Residency</a>	<a href="#">Enterprise</a>	<a href="#">Contact Sales</a>	<a href="#">Academy</a>
<a href="#">Economic Research</a>	<a href="#">Education</a>		<a href="#">Livestreams</a>
	<a href="#">Pricing ↗</a>	<a href="#">Company</a>	<a href="#">Podcast</a>
<a href="#">Latest Advancements</a>	<a href="#">Download ↗</a>	<a href="#">About Us</a>	<a href="#">RSS</a>
<a href="#">GPT-5.5</a>		<a href="#">Our Charter</a>	
<a href="#">GPT-5.4</a>	<a href="#">API Platform</a>	<a href="#">Foundation ↗</a>	<a href="#">Terms &amp; Policies</a>
<a href="#">GPT-5.3 Instant</a>	<a href="#">Platform Overview</a>	<a href="#">Careers</a>	<a href="#">Terms of Use</a>
<a href="#">GPT-5.3-Codex</a>	<a href="#">Pricing</a>	<a href="#">Brand</a>	<a href="#">Privacy Policy</a>
	<a href="#">API log in ↗</a>		<a href="#">Other Policies</a>
<a href="#">Safety</a>		<a href="#">Support</a>	
<a href="#">Safety Approach</a>	<a href="#">Documentation ↗</a>	<a href="#">Help Center ↗</a>	
<a href="#">Security &amp; Privacy</a>	<a href="#">Developer Forum ↗</a>		

# OpenAI



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Your privacy choices 

 English United States

Updated: December 1, 2025

# OpenAI Services Agreement

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**Effective: January 1, 2026**

*This OpenAI Services Agreement only applies to use of OpenAI's APIs, ChatGPT Enterprise, ChatGPT Business, ChatGPT for Clinicians, and other services for customers who are businesses and developers, and does not apply to OpenAI services used by consumers or individuals unless specified above.*

This OpenAI Services Agreement ("Agreement") is entered as of the Effective Date between the organization agreeing to these terms ("Customer") and the OpenAI Contracting Party defined below ("OpenAI"). In this Agreement, OpenAI and Customer are each referred to as a "Party" and collectively as the "Parties." Capitalized terms not defined in the Agreement have the meanings provided in the Order Form, Customer represents it is lawfully able to enter into this Agreement and, if it is entering into the Agreement for an entity, that it has legal authority to bind that entity. By clicking "I agree," accepting the Order Form, or using the Services, Customer agrees to this Agreement.

## 1. Services.

## OpenAI

in writing, increases in the Services purchased during a Services Term will have a prorated term ending concurrently with the then-current Services Term.

- 1.2. Renewal. Renewal Terms, if any, and whether the Services auto renew, will be listed on the applicable Order Form. Notice of non-renewal or scope reduction must be given at least thirty days before the start of the next Renewal Term. If Customer reduces its license count, quantity, or minimum commitment, OpenAI may adjust or remove discounts offered to Customer based on its prior purchase.
- 1.3. Authorized Purchasers.
  - a. Provisioning. To provision the Services, OpenAI requires the email address of the initial Authorized Purchaser to be included on the Order Form. Failure to include correct Authorized Purchaser information on the Order Form may result in delays.
  - b. Purchases. The Services may be configured to allow Authorized Purchasers to purchase additional licenses, quantities, or volumes of Services. Customer is responsible for understanding the Services settings that allow additional purchases. OpenAI will charge Customer for additional licenses, quantities, or volumes of Services for the remainder of the then-current Services Term based on Customer's then-current price unless otherwise set forth on the Order Form.
- 1.4. Affiliates.
  - a. Usage. OpenAI provisions the Services to specific entities using dedicated workspaces and organizational IDs. Customer Affiliates may use the Services under Customer's Account, which means Customer and its Affiliates usage will occur in the same workspace and under the same organizational ID. Customer will be responsible and liable for all acts and omissions of its Affiliates that access the Services in connection with this Agreement.
  - b. Separate Purchases. If Customer Affiliates' purchase and use of the Services is intended to be separate from Customer's, then the Affiliate must execute a separate Order Form. OpenAI will then create a separate workspace and organizational ID for that Affiliate and provision the Services accordingly. If Customer Affiliates enter into Order Forms under this Agreement they will be bound by this Agreement.

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the usage calculated by OpenAI.

## 2. Provision.

- 2.1. General. The Agreement governs Customer's access to and use of the Services. Customer may access and use the Services in accordance with the Agreement.
- 2.2. Use. OpenAI grants Customer a non-exclusive right to access and use the Services during the Term. This includes the right to use OpenAI's API to integrate the Services into Customer Applications and to make Customer Applications available to End Users.
- 2.3. Modifications. OpenAI may update the Services periodically. If an OpenAI update materially reduces the Services functionality, OpenAI will notify Customer at the Account email address. Within five business days of receipt of this notice, Customer may choose to terminate the Agreement by providing thirty days written notice. This termination right will not apply to updates made to features provided on a beta or evaluation basis.

## 3. Customer obligations.

- 3.1. Customer Account. Customer must provide accurate and current Account information. Customer will not share Account access credentials or individual login credentials between multiple users. Customer may not resell or lease access to its Account or any End User Account. Customer will promptly notify OpenAI if it becomes aware of unauthorized access to the Account or the Services.

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Account, including the activities of End Users with an End User Account or who access the Services through a Customer Application. Customer will obtain and maintain from End Users any consents necessary to allow Administrators to engage in the activities described in the Agreement and to allow OpenAI to deliver the Services.

- 3.3. Restrictions. Customer will not, and will not permit End Users to: (a) use the Services or Customer Content in a way that violates applicable laws or OpenAI Policies; (b) use the Services or Customer Content in a way that violates third parties' rights; (c) allow minors to use OpenAI Services without consent from their parent or guardian; (d) Reverse Engineer any aspect of the Services or the systems used to provide the Services; (e) except for a Permitted Exception, use Output to develop artificial intelligence models that compete with OpenAI's products and services; (f) extract data from the Services other than as permitted through the Services; (g) buy, sell, or transfer API keys from, to, or with a third party; (h) interfere with or disrupt the Services, including circumvent any rate limits or restrictions or bypass any protective measures or safety mitigations for the Services; (i) violate or circumvent Usage Limits or otherwise configure the Services to avoid Usage Limits.
- 3.4. Third-Party Services. Third-Party Services may be available through the Services, which Customer may elect to use in its sole discretion. By accessing a Third-Party Service, Customer agrees to the applicable Third-Party Service Terms. Customer's access or use of Third-Party Services are governed by this Agreement and the relevant Third-Party Service Terms.

## 4. Customer Content.

- 4.1. Generally. Customer and Customer's End Users may provide Input and receive Output. As between Customer and OpenAI, to the extent permitted by applicable law, Customer: (a) retains all ownership rights in Input; and (b) owns all Output. OpenAI hereby assigns to Customer all OpenAI's right, title, and interest, if any, in and to Output.

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Policies, and prevent abuse. OpenAI will not use Customer Content to develop or improve the Services, unless Customer explicitly agrees to such use.

- 4.3. Customer Obligations. Customer is responsible for all Input and represents and warrants that it has all rights, licenses, and permissions required to provide Input to the Services. Customer is solely responsible for all use of the Outputs and for evaluating the accuracy and appropriateness of Output for Customer's use case.
- 4.4. Similarity of Output. Due to the nature of OpenAI's Services and artificial intelligence generally, Output may not be unique, and other users may receive similar content from OpenAI's services. Responses that are requested by and generated for other users are not considered Customer's Output.

## 5. Security and Privacy.

- 5.1. Security Measures. OpenAI will comply with the Security Measures. OpenAI may periodically update the Security Measures. If OpenAI updates the Security Measures in a manner that materially diminishes the administrative, technical, or physical security features of the Services taken as a whole, Customer may elect to terminate the Agreement and associated Order Forms by providing written notice to OpenAI within five business days of the update.
- 5.2. Audit Reports. OpenAI has completed audits, conducted by an independent auditor, that evaluated the design and effectiveness of OpenAI security policies, procedures, and controls for the Services. Upon Customer's written request, but no more than once per year, OpenAI will provide Customer a copy of the most recent Audit Reports, which will be deemed OpenAI Confidential Information.
- 5.3. Privacy. If Customer uses the Services to process Personal Data, OpenAI and Customer will comply with the DPA, which is incorporated by this reference into the Agreement.

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Healthcare Addendum. NOTWITHSTANDING THE FOREGOING, NOT ALL SERVICES OFFERED BY OPENAI ARE DESIGNED FOR PROCESSING PROTECTED HEALTH INFORMATION. IF CUSTOMER USES A SERVICE THAT IS NOT DESIGNED FOR PROCESSING PROTECTED HEALTH INFORMATION, CUSTOMER MAY NOT USE THE SERVICES TO STORE, TRANSMIT, OR PROCESS THIS INFORMATION.

## 6. Payment.

- 6.1. Fees. Customer will pay OpenAI or Customer's reseller the applicable Fees in the currency and pursuant to the payment terms on the Order Form. Customer authorizes OpenAI, or Customer's reseller if applicable, to charge Customer for all applicable Fees using the payment method on the Account. Fees are non-refundable except as required by law or as otherwise specifically permitted in the Agreement. If Customer's Order Form includes a minimum commitment, the minimum commitment amount is non-cancellable except as required by law or as otherwise specifically permitted in the Agreement.
- 6.2. Payment. Customer will pay OpenAI invoices on the payment interval set forth in the Order Form. OpenAI may suspend or terminate the Services if Fees are past due. Customer will provide complete and accurate billing and contact information to OpenAI.
- 6.3. Taxes. Fees are exclusive of taxes, which OpenAI, or Customer's reseller, will charge as required by applicable law in connection with the Services. OpenAI, or Customer's reseller, will use the name and address in the Account as the place of supply for tax purposes. All Fees under this Agreement shall be paid in full, without any deduction or withholding for taxes, levies, duties, tariffs, or other charges of any nature imposed by any governmental authority. If any such deduction or withholding is required by law, Customer shall increase the payment to OpenAI, or to Customer's reseller, so that the net amount received equals the amount invoiced.

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and (b) pay all undisputed amounts. Overdue undisputed amounts may be subject to a finance charge of 1.5% of the unpaid balance per month.

- 6.5. Service Credits. Customer may need to prepay for Services by purchasing Service Credits. Service Credits are subject to the Service Credit Terms.
- 6.6. Corrections. Price changes on the Pricing Page will be effective fourteen days after they are posted. OpenAI has the right to correct pricing errors or mistakes even after issuing an invoice or receiving payment.

## 7. Confidentiality.

- 7.1. Use and Nondisclosure. Recipient agrees it will: (a) only use Discloser's Confidential Information to exercise its rights and fulfill its obligations under this Agreement; (b) take reasonable measures to protect the Confidential Information; and (c) not disclose the Confidential Information to any third party except as expressly permitted in this Agreement.
- 7.2. Exceptions. The obligations in Section 7.1 do not apply to information that: (a) is or becomes generally available to the public through no fault of Recipient; (b) was in Recipient's possession or known by it prior to receipt from Discloser; (c) was rightfully disclosed to Recipient without restriction by a third party; or (d) was independently developed without use of Discloser's Confidential Information.
- 7.3. Permitted Disclosure. Recipient may disclose Confidential Information only to its Affiliates, employees, contractors, and agents who have a need to know and who are bound by confidentiality obligations at least as restrictive as those in this Agreement. Recipient will be responsible for any breach of this Section 7 by its employees, contractors, and agents. Recipient may disclose Confidential Information to the extent required by law, if Recipient uses reasonable efforts to notify Discloser, to the extent permitted, prior to doing so.

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would not be a sufficient remedy, and therefore upon any such disclosure by Recipient, Discloser will be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law.

## 8. Suspension.

- 8.1. Of End User Accounts. If an End User: (a) violates the Agreement; or (b) causes, or will cause, a Security Emergency, then OpenAI may request that Customer suspend or terminate the relevant End User account. If Customer fails to promptly suspend or terminate the End User account, then OpenAI may do so.
- 8.2. Of the Services. OpenAI may limit or suspend Customer's access to the Services if: (a) it is required to do so by law; (b) Customer violates the Agreement or OpenAI Policies; or (c) doing so is necessary to prevent or terminate a Security Emergency. OpenAI will use reasonable efforts to notify Customer before limiting to or suspending the Services pursuant to the preceding sentence but may do so without prior notice to the extent reasonably necessary. OpenAI will use reasonable efforts to: (i) narrowly tailor a limitation or suspension to prevent or terminate the Security Emergency; and (ii) cooperate with Customer to promptly restore access to the Services once it verifies Customer has resolved the condition requiring suspension.

## 9. IP Rights.

- 9.1. Reservation of Rights. Except as expressly set forth herein, the Agreement does not grant: (a) OpenAI any IP Rights in Customer Content; or (b) Customer any IP Rights in the Services. Customer obtains only a limited right to use the Services,

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- 9.2. Limited Permission. Customer grants OpenAI only the limited rights that are reasonably necessary for OpenAI to deliver the Services. This limited permission also extends to subcontractors or sub-processors.
- 9.3. Feedback. If Customer provides Feedback, Customer grants OpenAI the right to use and exploit Feedback without restriction or compensation.

## 10. No Publicity.

- Except with express prior written permission in each instance, neither Party will: (i) include the other Party's name or logo on their websites, media, or marketing materials; or (ii) make any public statement about its relationship with the other Party or this Agreement.

## 11. Term and Termination.

- 11.1. Agreement Term. The Agreement will remain in effect for the Term.
- 11.2. Termination. Either Party may terminate this Agreement, including all Order Forms, upon written notice if the other party: (a) materially breaches this Agreement and fails to cure the breach within thirty days after receipt of written notice; or (b) ceases its business operations or becomes subject to insolvency proceedings.
- 11.3. Effects of Termination. If this Agreement terminates: (a) the rights granted by OpenAI to Customer will cease immediately; and (b) OpenAI will delete all Customer Content from its systems within thirty days, unless: (i) OpenAI is legally required to retain it; or (ii) Customer has agreed otherwise in writing. Termination or expiration will not affect any rights or obligations, including the payment of amounts due, which

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minimum commitment amounts set forth on the Order form will become immediately due. Despite anything to the contrary in this Agreement, OpenAI may retain Abusive Customer Content, or, if Customer's access to the Services is suspended via Section 8 or terminated via Section 11, share information related to Abusive Customer Content, as required by law, or as reasonably necessary to protect the Services or any third party from harm.

- 11.4. Survival. The following provisions will survive termination or expiration of the Agreement: 6.2 (Payment), 7 (Confidentiality), 9 (IP Rights), 11.3 (Effects of Termination), 11.4 (Survival), 12 (Warranties; Disclaimers), 13 (Indemnification), 14 (Limitation of Liability), 16 (Miscellaneous).

## 12. Warranties; Disclaimer.

- 12.1. Warranties. OpenAI warrants that, during the Term, when used in accordance with this Agreement, the Services will conform in all material respects with the Documentation.
- 12.2. Disclaimer. SUBJECT TO SECTION 12.1, THE SERVICES ARE PROVIDED "AS IS." TO THE EXTENT PERMITTED BY LAW, EXCEPT AS EXPRESSLY STATED IN THE AGREEMENT, OPENAI AND ITS AFFILIATES AND LICENSORS MAKE NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, OR NON-INFRINGEMENT. OPENAI MAKES NO REPRESENTATION, WARRANTY OR GUARANTEE THAT SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS, THAT CUSTOMER CONTENT WILL BE ACCURATE, THAT DEFECTS WILL BE CORRECTED, OR REGARDING ANY THIRD-PARTY SERVICES. OPENAI WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY CUSTOMER CONTENT, THIRD-PARTY SERVICES, THIRD-PARTY CONTENT, OR NON-OPENAI SERVICES (INCLUDING FOR ANY DELAYS, INTERRUPTIONS,

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- 12.3. Beta Services. Despite anything to the contrary in the Agreement: (a) Customer may choose to use Beta Services in its sole discretion; (b) Beta Services may not be supported and may be changed at any time without notice; (c) Beta Services may not be as reliable or available as the Services; (d) Beta Services have not been subjected to the same Security Measures and auditing as the Services; and (e) OPENAI WILL HAVE NO LIABILITY ARISING OUT OF OR IN CONNECTION WITH BETA SERVICES – USE AT YOUR OWN RISK.

## 13. Indemnification.

- 13.1. By OpenAI. OpenAI agrees to indemnify, defend, and hold Customer harmless against any liabilities, damages and costs (including reasonable attorneys' fees) payable to a third party arising out of a Claim alleging that the Services infringe any third-party IP Right. This excludes claims to the extent arising from: (a) combination of any Services with products, services, or software not provided by OpenAI or on OpenAI's behalf; (b) modification of any Services by any party other than OpenAI; (c) Customer Content; (d) Customer Applications (if any and the claim would not have arisen but for the Customer Application). In addition, the Service-Specific Terms Indemnity, as of the Effective Date, is included in this Agreement, is not subject to any liability cap, and OpenAI may not materially reduce Customer's protections under the Service-Specific Terms Indemnity without Customer's written agreement.
- 13.2. By Customer. Customer agrees to indemnify, defend, and hold OpenAI and its affiliates and licensors harmless against any liabilities, damages, and costs (including reasonable attorneys' fees) payable to a third party arising out of a Claim related to: (a) use of the Services in violation of this Agreement; (b) Customer Applications, if any; or (c) Customer Content.
- 13.3. Mitigation. If OpenAI reasonably believes that all or any portion of the Services is likely to become the subject of an infringement Claim, OpenAI will: (a) obtain, at

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Service; or (c) if (a) and (b) are not commercially practicable, OpenAI may, in its sole discretion, terminate this Agreement upon written notice to Customer and refund any prepaid amounts for unused Services. Customer will promptly comply with all reasonable instructions provided by OpenAI with respect to the above, including any instruction to replace, modify, or cease use of the Service.

- 13.4. Procedure. A party seeking indemnity will provide the indemnifying party with prompt written notice upon becoming aware of any claim, reasonable cooperation in the defense of or investigation of the claim and allow the indemnifying party sole control of defense and settlement of the claim including selection of counsel, provided that the party seeking indemnity is entitled to participate in its own defense at its sole expense. The indemnifying party cannot enter any settlement or compromise of any claim without prior written consent of the other party, which will not be unreasonably withheld, except that the indemnifying party may without consent enter any settlement of a claim that resolves the claim without liability to the other party, impairment to any of the other party's rights, or requiring the other party to make any admission of liability. THE INDEMNITIES ARE A PARTY'S ONLY REMEDY UNDER THIS AGREEMENT FOR VIOLATION BY THE OTHER PARTY OF A THIRD PARTY'S IP RIGHTS.

## 14. Limitation of Liability.

- 14.1. Limitation on Indirect Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, EXCEPT FOR: (A) A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; (B) CUSTOMER'S BREACH OF SECTION 3.3 (RESTRICTIONS); (C) OPENAI'S BREACH OF SECTION 5.1 (SECURITY MEASURES), OR (D) EITHER PARTY'S BREACH OF SECTION 7 (CONFIDENTIALITY), NEITHER CUSTOMER NOR OPENAI OR EITHER PARTY'S AFFILIATES OR LICENSORS WILL BE LIABLE UNDER THIS AGREEMENT FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS, EVEN IF THE PARTY KNEW

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- 14.2. Limitation on Amount of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, EXCEPT FOR: (A) A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, (B) A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, OR (C) CUSTOMER'S PAYMENT OBLIGATIONS, EACH PARTY'S TOTAL LIABILITY UNDER THE AGREEMENT WILL NOT EXCEED THE TOTAL AMOUNT CUSTOMER PAID TO OPENAI DURING THE TWELVE MONTHS IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO LIABILITY. THE FOREGOING LIMITATIONS APPLY DESPITE ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

## 15. Dispute Resolution.

- 15.1. Mandatory Arbitration. Customer and OpenAI agree to resolve any Disputes, regardless of when they arose, even if it was before this Agreement existed, through final and binding arbitration.
- 15.2. Informal Dispute Resolution. OpenAI wants to understand and address Customer concerns prior to formal legal action. The Parties agree to try to resolve Disputes informally before filing a claim against one another. Customer will do so by completing the Informal Dispute Resolution Form. OpenAI will do so by notifying Customer at the Account email address. If the Parties cannot resolve a Dispute within sixty days, either Party may initiate arbitration. Both Parties also agree to attend an individual settlement conference if either Party requests one during this time. Any statute of limitations will be tolled during this informal resolution process.
- 15.3. Generally. Customer and OpenAI agree to resolve any Disputes through final and binding arbitration, except as set forth below. Either Party may commence binding arbitration through NAM, or, if NAM is not available, an alternative arbitral forum selected by the Parties. The initiating Party will pay all filing fees for the arbitration and payment for other administrative and arbitrator's costs will be governed by the

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administrative, hearing, and other fees incurred as a result of the frivolous claim.

- 15.4. Procedure. The arbitration will be conducted by telephone, based on written submissions, video conference, or in person in San Francisco, California or at another mutually agreed location. The arbitration will be conducted by a sole arbitrator by NAM under its then-prevailing rules. All issues are for the arbitrator to decide, except a California court has the authority to determine: (a) if a provision of this arbitration section should be severed and the consequences of that severance; (b) whether the Parties have complied with conditions precedent to arbitration; and (c) whether an arbitration provider is available to hear the arbitration. The amount of any settlement offer will not be disclosed to the arbitrator by either party until after the arbitrator determines the final award, if any.
- 15.5. Exceptions. Nothing in this Agreement requires arbitration of the following claims: (a) individual claims brought in small claims court; and (b) injunctive or other equitable relief to stop unauthorized use or abuse of the Services or intellectual property infringement.
- 15.6. No Class Actions. Disputes must be brought on an individual basis only and may not be brought as a plaintiff or class member in any purported class, consolidated, or representative proceeding. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations are not allowed. If for any reason a Dispute proceeds in court rather than through arbitration, each Party knowingly and irrevocably waives any right to trial by jury in any action, proceeding, or counterclaim. This does not prevent either Party from participating in a class-wide settlement of claims.
- 15.7. Batch Arbitration. If twenty-five or more claimants represented by the same or similar counsel file demands for arbitration raising substantially similar Disputes within ninety days of each other, then Customer and OpenAI agree that NAM will administer them in Batches, unless there are less than fifty claimants in total or after batching, which will comprise a single Batch. NAM will administer each Batch as a single consolidated arbitration with one arbitrator, one set of arbitration fees, and one hearing held by videoconference or in a location decided by the arbitrator for each

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- 15.8. Severability. If any part of this Section 15 is found to be illegal or unenforceable, the remainder will remain in effect, except that if a finding of partial illegality or unenforceability would allow class or representative arbitration, this Section 15 will be unenforceable in its entirety. Nothing in this section will be deemed to waive or otherwise limit the right to seek public injunctive relief or any other non-waivable right, pending a ruling on the substance of that claim from the arbitrator.

## 16. Miscellaneous.

- 16.1. Entire Agreement. This Agreement is the entire agreement between Customer and OpenAI with respect to its subject matter and supersedes all prior or contemporaneous agreements, communications and understandings, whether written or oral. This Agreement hereby incorporates by this reference the OpenAI Policies and relevant Order Forms. Customer agrees that any terms and conditions contained in any purchase order Customer sends to OpenAI will not apply to this Agreement and are null and void.
- 16.2. Conflicting Terms. If there is a conflict between the documents that make up the Agreement, the documents will control in the following order, the: (a) Order Form; (b) Service-Specific Terms; (c) Agreement; and (d) OpenAI Policies.
- 16.3. Governing Law. This Agreement will be governed by the Governing Laws. Without prejudice to Section 15, all claims arising out of or relating to this Agreement will be brought exclusively in the Venue.
- 16.4. Severability. Unenforceable provisions will be modified to reflect the parties' intention and only to the extent necessary to make them enforceable, and the remaining provisions of the Agreement will remain in full effect.
- 16.5. Notices. Notices must be sent via email, first class, airmail, or overnight courier and are deemed given when received. Notices to Customer may also be sent to the

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to: (a) if OpenAI OpCo, LLC, 1455 3rd Street, San Francisco, California 94158; or (b) if OpenAI Ireland Ltd, 1st Floor, The Liffey Trust Centre, 117-126 Sheriff Street Upper, Dublin 1, D01 YC43, Ireland.

- 16.6. Waiver. A waiver of any default is not a waiver of any subsequent default.
- 16.7. Assignment. This Agreement cannot be assigned other than as permitted under this Section 16.7 (Assignment). OpenAI may assign this Agreement to an Affiliate without notice or Customer consent. Either Party may assign this Agreement to a successor to substantially all the respective party's assets or business, provided the assigning party provides at least thirty days prior written notice of the assignment. This Agreement will be binding upon the parties and their respective successors and permitted assigns.
- 16.8. No Agency. OpenAI and Customer are not legal partners or agents but are independent contractors.
- 16.9. Force Majeure. Except for payment obligations, neither Customer nor OpenAI will have any liability for failures or delays resulting from conditions beyond Customer's or OpenAI's reasonable control, including but not limited to governmental action or acts of terrorism, earthquake or other acts of God, labor conditions, or power failures.
- 16.10. No Third-Party Beneficiaries. There are no intended third-party beneficiaries to this Agreement, and it is Customer and OpenAI's specific intent that nothing contained in this Agreement will give rise to any right or cause of action, contractual or otherwise, in or on behalf of any third party.
- 16.11. Trade Controls. Customer is solely responsible for ensuring that its use of the Services complies with applicable trade laws, including sanctions and export control laws. Customer's Input may not include material or information that requires a government license for release or export. Customer may not use the Services in or for the benefit of, or export or re-export the Services to, any U.S. embargoed countries or to anyone on a Restricted Party List. Customer represents and warrants that Customer and End Users are not located in any U.S. embargoed countries, are not identified on any Restricted Party List, and that Customer will comply with applicable export control laws, including any "know your customer" requirements or obligations applicable to Customer's End Users.

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violation of this Section 16.12 may result in Services suspension under Section 8.

- 16.13. Updates.
  - a. Generally. OpenAI may update this Agreement, or OpenAI Policies, by providing Customer with reasonable notice, including by posting the update on OpenAI's website. If OpenAI determines in its sole judgment that an update materially impacts Customer's rights or obligations, OpenAI will provide Customer at least thirty days notice before the update is effective, unless the update is necessary for OpenAI to comply with applicable law, in which case OpenAI will provide Customer with as much notice as reasonably possible. Any other updates will be effective on the date OpenAI posts the updated Agreement or OpenAI Policy. Customer's continued use of, or access to, the Services after an update is effective constitutes acceptance of the update. If Customer does not agree with an update, Customer may stop using the Services or terminate this Agreement under Section 11.
  - b. Exceptions. Except for an update to comply with applicable law, updates to this Agreement or the OpenAI Policies will not apply to: (i) Disputes between Customer and OpenAI arising prior to the update; or (ii) Order Forms signed by Customer and OpenAI (as opposed to an automated ordering page) prior to OpenAI notifying Customer of the update. However, to the extent an update relates to a Service or feature launched after an Order Form is signed it will be effective upon Customer's first use of that Service.
- 16.14. Government Entity Rights. This Section 16.14 applies to Government Entities. For U.S. federal Government Entities, the Services are "commercial computer software" as defined at 48 C.F.R. § 2.101 and 48 C.F.R. § 252.227-7014(a)(1) and as the term is used in 48 C.F.R. §§ 12.212 and 227.7202, and related services are "commercial services" as defined in 48 C.F.R. § 2.101. The Services and Documentation are: (a) provided to Government Entity Customers and End Users, for use by the Government Entity or on its behalf; (b) subject to this Agreement and with only those rights as are granted to all other Customers and End Users, except to the limited extent prohibited by applicable law.

## OpenAI

“Abusive Customer Content” means Inputs or Outputs that violate Section 3.3.

“Account” means an administrative account provided to Customer by OpenAI for the purpose of administering the Services.

“Administrator” means a Customer designated End User with administrative privileges.

“Account Console” means the online tool provided by OpenAI to Customer for use in administering the Services.

“Affiliate” means with respect to either Party, any other person or entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, that Party.

“API” means OpenAI’s application programming interface.

“Audit Reports” means the third-party audit reports for the Services.

“Authorized Purchaser” means a Customer employee designated by Customer to act as an authorized purchaser of the Services. Customer can designate Authorized Purchasers in an offline Order Form or in the Admin Console. Administrators are Authorized Purchasers. Authorized Purchasers may be periodically updated by Customer in the Account Console.

“Batch” means, for purposes of Section 15.7, a group of up to 50 claimants.

“Beta Services” means services or features identified as alpha, beta, preview, early access, or evaluation, or words or phrases with similar meanings.

“Confidential Information” means any business, technical or financial information, materials, or other subject matter disclosed by Discloser to Recipient that is: (a) identified as confidential at the time of disclosure; or (b) should be reasonably understood by Recipient to be confidential under the circumstances. Confidential Information includes Customer Content.

## OpenAI

“Customer Application” means Customer’s applications, products, or services that integrate with an OpenAI API.

“Customer Content” means the Input and the Output.

“Discloser” means the Party that discloses Confidential Information to the other under this Agreement.

“Dispute” means a claim by a Party arising out of or relating to this Agreement or the Services.

“Documentation” means the documentation OpenAI provides to Customer or otherwise makes publicly available.

“DPA” means the OpenAI data processing addendum at: <https://openai.com/policies/data-processing-addendum>.

“Effective Date” means the date this Agreement is entered into by the Parties, either by acceptance online, by signing an Order Form referencing the Agreement, or by signing the Agreement itself.

“End User” means any party: (a) who accesses the Services under Customer’s Account; or (b) who uses Customer Applications. End Users may include Customer’s and its Affiliate’s employees, consultants, customers, agents, representatives, students or any other person authorized by Customer to use the Services through Customer’s Account.

“End User Account” means an account for an End User under Customer’s Account.

“Feedback” means any feedback provided by Customer to OpenAI regarding the Services.

“Fees” means all fees charged to Customer’s Account in accordance with an Order Form, or if an Order Form does not exist, then according to the Pricing Page.

## OpenAI

California's conflicts of law rules or principles.

"Government Entity" means any nation or government, any state, municipality, or other political subdivision thereof, and any entity, body, agency, commission, department, board, bureau or court, whether domestic, foreign or multinational, exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, and any employee or official thereof.

"Healthcare Addendum" means the OpenAI Healthcare Addendum and Business Associate Agreement provided by OpenAI to Customer.

"Informal Dispute Resolution Form" means the form located at [this link](#).

"Initial Term" means the initial term for the Services beginning on the Start Date and continuing for the duration set forth on the Order Form.

"Input" means Customer and Customer's End Users input to the Services.

"IP Rights" means all registered or unregistered intellectual property rights throughout the world, including rights in patents, copyrights, trademarks, trade secrets, designs, databases, domain names, and moral rights.

"NAM" means National Arbitration and Mediation.

"OpenAI Contracting Party" means: (a) OpenAI OpCo, LLC, for Customers located outside the EEA or Switzerland; (b) OpenAI Ireland Ltd. for Customers located in the EEA or Switzerland; or (c) OpenAI Public Sector, LLC if designated on the Order Form.

"OpenAI Policies" means the Service-Specific Terms, Sharing and Publication Policy, and Usage Policies. The version of OpenAI Policies applicable to Customer are those in effect on the most recent effective date between either the Agreement, Customer's most recent Order Form, or Services renewal. If Customer elects to use new Services added to the Service-Specific Terms after the most recent effective date in the preceding sentence, then the OpenAI Policies in effect as of that Customer use will apply.

## OpenAI

(b) when purchasing from a reseller, the ordering document signed by Customer and its reseller or reseller's webpage Customer uses to purchase the Services.

"Output" means output from the Services based on the Input.

"Permitted Exception" means Customer using Output to: (a) develop artificial intelligence models primarily intended to categorize, classify, or organize data (e.g., embeddings or classifiers), if these models are not distributed or made commercially available to third parties; and (b) fine tune or customize models provided as part of OpenAI's fine-tuning or other Services set forth on the Pricing Page.

"Personal Data" is as defined in the DPA.

"Pricing Page" means the pages available at <https://openai.com/api/pricing> or <https://openai.com/chatgpt/pricing>.

"Protected Health Information" is as defined under the HIPAA Privacy Rule (45 C.F.R. Section 160.103).

"Recipient" means the Party receiving Confidential Information from the Discloser.

"Renewal Term" means a renewal term for the Services following either the Initial Term, or a previous Renewal Term. Note that if Customer renews without a new Order Form, the duration of that Renewal Term will be the same duration of the immediately preceding Initial Term or Renewal Term.

"Restricted Party List" means the U.S. Office of Foreign Assets Control's ("OFAC") list of Specially Designated Nationals (aka the "SDN List"), the U.S. Bureau of Industry and Security's ("BIS") Denied Persons List and Entity List, and any other applicable restricted party lists promulgated by OFAC, BIS, or other agencies of comparable jurisdiction, inside or outside the U.S., now or in the future.

"Reverse Engineer" means reverse assemble, reverse compile, decompile, translate, engage in model extraction or stealing attacks, or otherwise attempt to discover the source code or

## OpenAI

“Security Emergency” means use of the Services by Customer or a Customer End User that could reasonably result in a security risk, credible risk of harm, infringement of third-party rights, or liability to OpenAI, the Services, or a third party.

“Security Measures” means the security measures available at:

<https://cdn.openai.com/osa/security-measures.pdf>

“Service Credits” means, for the Services, either credits purchased by Customer or promotional credits provided by OpenAI to Customer.

“Service Credit Terms” means the terms available at: <https://openai.com/policies/service-credit-terms>.

“Services” means OpenAI’s services for businesses, enterprises, or developers made available for purchase or use in Customer’s Account, along with any of OpenAI’s associated software, tools, developer services, documentation, and websites, but excluding any Third-Party Service.

“Services Term” means the Initial Term and all Renewal Terms.

“Service-Specific Terms” means the terms specific to certain services at:

<https://openai.com/policies/service-terms>.

“Service-Specific Terms Indemnity” means OpenAI’s indemnities included in the Service-Specific Terms.

“Sharing and Publication Policy” means the terms at: <https://openai.com/policies/sharing-publication-policy>.

“Start Date” means the date an Initial Term, or Renewal Term, begins. Start Dates are listed on the Order Form. Note that if Customer renews without a new Order Form, the Start Date for that Renewal Term will be calculated based on the original Start Date.

## OpenAI

are available at: <https://help.openai.com/en/articles/5347006-openai-api-supported-countries-and-territories> (for API) or <https://help.openai.com/en/articles/7947663-chatgpt-supported-countries> (for ChatGPT), and may be updated from time to time.

“Term” means the term of the Agreement, which will begin on the Effective Date and continue until the earlier of: (i) the end of the Services Term; or (ii) termination of the Agreement as set forth herein.

“Third-Party Services” means products, services, or content offered by parties other than OpenAI through the Services.

“Third-Party Service Terms” means any additional terms applicable to the Third-Party Service.

“Usage Limits” means End User, messaging, token, throughput rate, or other limits on Customer’s use of the Services as described in the applicable Order Form or Documentation.

“Usage Policies” means the usage policies at: <https://openai.com/policies/usage-policies>.

“Venue” means: (a) for Customers in the EEA, Switzerland or UK, the courts of Dublin, Ireland; and (b) for all other Customers, federal or state courts located in San Francisco County, California.

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Research Residency	Enterprise	Contact Sales	Academy

# OpenAI

Latest Advancements

GPT-5.5

GPT-5.4

GPT-5.3 Instant

GPT-5.3-Codex

Safety

Safety Approach

Security & Privacy

Trust & Transparency

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[Terms of Use](#)

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[Other Policies](#)



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[Your privacy choices](#)

[English](#) [United States](#)

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.gov/commissioners>. Agenda times are subject to change within 15 minutes of scheduled time. Any person(s) needing special meeting accommodations should contact the Commissioner's Office at 208-236-7210, five working days before the meeting.*

**E-mail this completed form and any supporting documents to [agendarequest@bannockcounty.gov](mailto:agendarequest@bannockcounty.gov) 48 HOURS PRIOR TO THE MEETING DATE REQUESTED**

Meeting Date Requested: 06/05/2026

Requestor Name: Braeden Clayson

Department: Emergency Management

**Item to be considered/background:**

Seeking signature for acceptance and continuation of Emergency Management Perf

Action Requested: Signature Only

Amount of Time Requested: 5 Minutes

**Financial Impact (Total Cost/Funding Source):**

Continuation of 50% match grant through the Idaho Office of Emergency Managem

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

Award Acceptance

Has the item been submitted to/reviewed by Legal?

Has the item been reviewed by Risk Management?

Are all supporting documents included?

List of additional attendees:

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

Commissioner Office Only:  
Date: 6-5-26 Time: \_\_\_\_\_



## Idaho Office of Emergency Management

### 2025 Subrecipient Award Agreement

For

Bannock County

<b>Federal Award Date</b>	Bannock County
<b>October 1, 2025</b>	214 E Center St #20
	Pocatello, ID 83201

### Federal Grant Information 2025 Emergency Management Performance Grant Program

Award Identification Number	EMPG25EM0300
Subrecipient Award Name	2025 EMPG
Award Number / CFDA	EMS-2025-EP-05000 / 97.042
Federal Granting Agency	Grant Programs Directorate FEMA, U.S. DHS

### Award Amount and Grant Breakdowns

Performance/Budget Period	October 1, 2024 through August 31, 2027
Award Amount This Action:	\$50,323.89
Subrecipient Match Amount:	\$50,323.89
Total Award Amount	\$100,647.78
Unique Entity ID	JCN5K8AWYGB1

**Requirements:** This is not a Research & Development subaward. By accepting this subaward, the Subrecipient certifies compliance with 2 CFR 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) and Idaho Code 67-450B (Independent Financial Audits of Local Governmental Entities – Filing Requirements). Subrecipient may charge indirect costs per their federally negotiated indirect cost rate agreement.

<p>Agency Approval:</p>  <p>_____ Signature:</p>  <p>_____ Date:</p> <p>Ben Roeber, Bureau Chief Idaho Office of Emergency Management (208) 258-6501</p>	<p>Authorized Official's Acceptance: I have read and understand the Terms and Conditions.</p>  <p>_____ Signature:</p> <p><i>Jeff Hough - Commissioner</i> Print Name &amp; Title:</p> <p><i>June 5, 2026</i> Date:</p>
<p>DUE DATE: 06/30/2026 Return signed award to IOEM by due date. Prepared by: Luis Magdaleno <span style="float: right;">Print Date: May 27, 2026</span></p>	

## FY 2025 DHS STANDARD TERMS AND CONDITIONS

The Fiscal Year (FY) 2025 Department of Homeland Security (DHS) Standard Terms and Conditions apply to all new federal awards of federal financial assistance (federal awards) for which the federal award date occurs in FY 2025 and flow down to subrecipients unless a term or condition specifically indicates otherwise. For federal continuation awards made in subsequent FYs, the FY 2025 DHS Standard Terms and Conditions apply unless otherwise specified in the terms and conditions of the continuation awards. The United States has the right to seek judicial enforcement of these terms and conditions.

All legislation and digital resources are referenced with no digital links. These FY 2025 DHS Standard Terms and Conditions are maintained on the DHS website at <https://www.dhs.gov/publication/dhs-standard-terms-and-conditions>.

### **A. Assurance, Administrative Requirements, Cost Principles, Representations, and Certifications**

- I. Recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances, as instructed.

### **B. General Acknowledgements and Assurances Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located in Title 2, Code of Federal Regulations, Part 200 and adopted by DHS at 2 C.F.R. § 3002.10.**

All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337.

- I. Recipients must cooperate with any DHS compliance reviews or compliance investigations.
- II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal award and permit access to facilities and personnel.
- III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
- IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or DHS Component program guidance. Organization costs related to data and evaluation are allowable. The definition of data and evaluation costs is in 2 C.F.R. § 200.455(c), the full text of which is incorporated by reference.
- V. Recipients must complete DHS Form 3095 within 60 days of receipt of the Notice of Award for the first award under which this term applies. For further instructions and to access the form, please visit: <https://www.dhs.gov/civil-rightsresources-recipients-dhs-financial-assistance>.

# FY 2025 DHS STANDARD TERMS AND CONDITIONS

## C. Standard Terms & Conditions

### I. Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.

### II. Activities Conducted Abroad

Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.

### III. Age Discrimination Act of 1975

Recipients must comply with the requirements of the *Age Discrimination Act of 1975*, Pub. L. No. 94-135 (codified as amended at Title 42, U.S. Code § 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

### IV. Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

### V. Best Practices for Collection and Use of Personally Identifiable Information

(1) Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect.

(2) Definition. DHS defines "PII" as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

### VI. CHIPS and Science Act of 2022, Public Law 117-167 CHIPS

(1) Recipients of DHS research and development (R&D) awards must report to the DHS Component research program office any finding or determination of sex based and sexual harassment and/or an administrative or disciplinary action taken against principal investigators or co-investigators to be completed by an authorized organizational representative (AOR) at the recipient institution.

(2) Notification. An AOR must disclose the following information to agencies within 10 days of the date/the finding is made, or 10 days from when a recipient imposes an administrative action on the reported individual, whichever is sooner. Reports should include:

(a) Award number,

(b) Name of PI or Co-PI being reported,

## FY 2025 DHS STANDARD TERMS AND CONDITIONS

- (c) Awardee name,
- (d) Awardee address,
- (e) AOR name, title, phone, and email address,
- (f) Indication of the report type:
  - (i) Finding or determination has been made that the reported individual violated awardee policies or codes of conduct, statutes, or regulations related to sexual harassment, sexual assault, or other forms of harassment, including the date that the finding was made.
  - (ii) Imposition of an administrative or disciplinary action by the recipient on the reporting individual related to a finding/determination or an investigation of an alleged violation of recipient policy or codes of conduct, statutes, or regulations, or other forms of harassment.
  - (iii) The date and nature of the administrative/disciplinary action, including a basic explanation or description of the event, which should not disclose personally identifiable information regarding any complaints or individuals involved. Any description provided must be consistent with the *Family Educational Rights in Privacy Act*.

### (3) Definitions.

- (a) An "authorized organizational representative (AOR)" is an administrative official who, on behalf of the proposing institution, is empowered to make certifications and representations and can commit the institution to the conduct of a project that an agency is being asked to support as well as adhere to various agency policies and award requirements.
- (b) "Principal investigators and co-principal investigators" are award personnel supported by a grant, cooperative agreement, or contract under Federal law.
- (c) A "reported individual" refers to recipient personnel who have been reported to a federal agency for potential sexual harassment violations.
- (d) "Sex based harassment" means a form of sex discrimination and includes harassment based on sex, sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity.
- (e) "Sexual harassment" means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when this conduct explicitly or implicitly affects an individual's employment, unreasonably interferes with an individual's work performance, or creates an intimidating, hostile, or offensive work environment, whether such activity is carried out by a supervisor or by a co-worker, volunteer, or contractor.

### VII. Civil Rights Act of 1964 – Title VI

Recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964*, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS

## FY 2025 DHS STANDARD TERMS AND CONDITIONS

implementing regulations for the Act are found at 6 C.F.R. Part 21. Recipients of a federal award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7.

### VIII. Civil Rights Act of 1968

Recipients must comply with Title VIII of the *Civil Rights Act of 1968*, Pub. L. No. 90284 (codified as amended at 42 U.S.C. § 3601 *et seq.*) which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units— i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

### IX. Communication and Cooperation with the Department of Homeland Security and Immigration Officials

- (1) All recipients and other recipients of funds under this award must agree that they will comply with the following requirements related to coordination and cooperation with the Department of Homeland Security and immigration officials:
  - (a) They must comply with the requirements of 8 U.S.C. §§ 1373 and 1644. These statutes prohibit restrictions on information sharing by state and local government entities with DHS regarding the citizenship or immigration status, lawful or unlawful, of any individual. Additionally, 8 U.S.C. § 1373 prohibits any person or agency from prohibiting, or in any way restricting, a Federal, State, or local government entity from doing any of the following with respect to information regarding the immigration status of any individual: 1) sending such information to, or requesting or receiving such information from, Federal immigration officials; 2) maintaining such information; or 3) exchanging such information with any other Federal, State, or local government entity;
  - (b) They must comply with other relevant laws related to immigration, including prohibitions on encouraging or inducing an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv), prohibitions on transporting or moving illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(ii), prohibitions on harboring, concealing, or shielding from detection illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(iii), and any applicable conspiracy, aiding or abetting, or attempt liability regarding these statutes;
  - (c) That they will honor requests for cooperation, such as participation in joint operations, sharing of information, or requests for short term detention of an alien pursuant to a valid detainer. A jurisdiction does not fail to comply with this requirement merely because it lacks the necessary resources to assist in a particular instance;
  - (d) That they will provide access to detainees, such as when an immigration officer seeks to interview a person who might be a removable alien; and
  - (e) That they will not leak or otherwise publicize the existence of an immigration enforcement operation.

## FY 2025 DHS STANDARD TERMS AND CONDITIONS

- (2) The recipient must certify under penalty of perjury pursuant to 28 U.S.C. § 1746 and using a form that is acceptable to DHS, that it will comply with the requirements of this term. Additionally, the recipient agrees that it will require any subrecipients or contractors to certify in the same manner that they will comply with this term prior to providing them with any funding under this award.
- (3) The recipient agrees that compliance with this term is material to the Government's decision to make or continue with this award and that the Department of Homeland Security may terminate this grant, or take any other allowable enforcement action, if the recipient fails to comply with this term.

### X. Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

### XI. Debarment and Suspension

Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

### XII. Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of the *Drug-Free Workplace Act of 1988* (41 U.S.C. §§ 8101-8106).

### XIII. Duplicative Costs

Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing requirements of any other federal award in either the current or a prior budget period. See 2 C.F.R. § 200.403(f). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal award terms and conditions.

### XIV. Education Amendments of 1972 (*Equal Opportunity in Education Act*) – Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. § 1681 *et seq.*), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. Recipients of a federal award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 19.

## FY 2025 DHS STANDARD TERMS AND CONDITIONS

XV. Energy Policy and Conservation Act

Recipients must comply with the requirements of the *Energy Policy and Conservation Act*, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 *et seq.*), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

XVI. Equal Treatment of Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries.

Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

XVII. Anti-Discrimination

Recipients must comply with all applicable Federal anti-discrimination laws material to the government's payment decisions for purposes of 31 U.S.C. § 372(b)(4).

(1) Definitions. As used in this clause –

- (a) DEI means "diversity, equity, and inclusion."
- (b) DEIA means "diversity, equity, inclusion, and accessibility."
- (c) Discriminatory equity ideology has the meaning set forth in Section 2(b) of Executive Order 14190 of January 29, 2025.
- (d) Federal anti-discrimination laws mean Federal civil rights law that protect individual Americans from discrimination on the basis of race, color, sex, religion, and national origin.
- (e) Illegal immigrant means any alien, as defined in 8 U.S.C. § 1101(a)(3), who has no lawful immigration status in the United States.

(2) Grant award certification.

- (a) By accepting the grant award, recipients are certifying that:
  - (i) They do not, and will not during the term of this financial assistance award, operate any programs that advance or promote DEI, DEIA, or discriminatory equity ideology in violation of Federal anti-discrimination laws; and
  - (ii) They do not engage in and will not during the term of this award engage in, a discriminatory prohibited boycott.
  - (iii) They do not, and will not during the term of this award, operate any program that benefits illegal immigrants or incentivizes illegal immigration.

(3) DHS reserves the right to suspend payments in whole or in part and/or terminate financial assistance awards if the Secretary of Homeland Security or her designee determines that the recipient has violated any provision of subsection (2)..

## FY 2025 DHS STANDARD TERMS AND CONDITIONS

- (4) Upon suspension or termination under subsection (3), all funds received by the recipient shall be deemed to be in excess of the amount that the recipient is determined to be entitled to under the Federal award for purposes of 2 C.F.R. § 200.346. As such, all amounts received will constitute a debt to the Federal Government that may be pursued to the maximum extent permitted by law.

### XVIII. False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the *False Claims Act*, 31 U.S.C. §§ 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

### XIX. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

### XX. Federal Leadership on Reducing Text Messaging While Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of Executive Order 13513.

### XXI. Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: [Certificated Air Carriers List | US Department of Transportation](https://www.transportation.gov/policy/aviation-policy/certificated-aircarriers-list), <https://www.transportation.gov/policy/aviation-policy/certificated-aircarriers-list>) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974*, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

### XXII. Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. § 2225a.

### XXIII. John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the *John S. McCain National Defense Authorization Act for Fiscal Year 2019*, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

### XXIV. Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the *Civil Rights Act of 1964* (42 U.S.C. § 2000d *et seq.*) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps

## FY 2025 DHS STANDARD TERMS AND CONDITIONS

to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizationsprovide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

### XXV. Lobbying Prohibitions

Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R. Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R. Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).

### XXVI. National Environmental Policy Act

Recipients must comply with the requirements of the *National Environmental Policy Act of 1969*, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 *et seq.*) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

### XXVII. National Security Presidential Memorandum-33 (NSPM-33) and provisions of the CHIPS and Science Act of 2022, Pub. L. 117-167, Section 10254

- (1) Recipient research institutions ("covered institutions") must comply with the requirements in NSPM-33 and provisions of Pub. L. 117-167, Section 10254 (codified at 42 U.S.C. § 18951) certifying that the institution has established and operates a research security program that includes elements relating to:
  - (a) cybersecurity;
  - (b) foreign travel security;
  - (c) research security training; and
  - (d) export control training, as appropriate.
- (2) Definition. "Covered institutions" means recipient research institutions receiving federal Research and Development (R&D) science and engineering support "in excess of \$50 million per year."

### XXVIII. Non-Supplanting Requirement

Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.

### XXIX. Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated

## FY 2025 DHS STANDARD TERMS AND CONDITIONS

by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the federal award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.

### XXX. Patents and Intellectual Property Rights

Recipients are subject to the *Bayh-Dole Act*, 35 U.S.C. § 200 *et seq.* and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.

### XXXI. Presidential Executive Orders

Recipients must comply with the requirements of Presidential Executive Orders related to grants (also known as federal assistance and financial assistance), the full text of which are incorporated by reference.

### XXXII. Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the *Solid Waste Disposal Act*, Pub. L. No. 89-272 (1965) (codified as amended by the *Resource Conservation and Recovery Act* at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

### XXXIII. Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

### XXXIV. Reporting Recipient Integrity and Performance Matters

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of the federal award, then the recipient must comply with the requirements set forth in the government-wide federal award term and condition for Recipient Integrity and Performance Matters is in 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference.

### XXXV. Reporting Subawards and Executive Compensation

For federal awards that total or exceed \$30,000, recipients are required to comply with the requirements set forth in the government-wide federal award term and condition on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.

### XXXVI. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

- (1) Recipients of a federal award from a financial assistance program that provides funding for infrastructure are hereby notified that none of the funds provided under this federal award may be used for a project for infrastructure unless:

## FY 2025 DHS STANDARD TERMS AND CONDITIONS

- (a) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
  - (b) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
  - (c) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.
- (2) The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

### (3) *Waivers*

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements.

- (a) When the Federal agency has determined that one of the following exceptions applies, the federal awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:
  - (i) applying the domestic content procurement preference would be inconsistent with the public interest;
  - (ii) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
  - (iii) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.
- (b) A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.
- (c) There may be instances where a federal award qualifies, in whole or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov.

## FY 2025 DHS STANDARD TERMS AND CONDITIONS

- (4) *Definitions.* The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

### XXXVII. SAFECOM

Recipients receiving federal awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment | CISA.

### XXXVIII. Subrecipient Monitoring and Management

Pass-through entities must comply with the requirements for subrecipient monitoring and management as set forth in 2 C.F.R. §§ 200.331-333.

### XXXIX. System for Award Management and Unique Entity Identifier Requirements

Recipients are required to comply with the requirements set forth in the governmentwide federal award term and condition regarding the System for Award Management and Unique Entity Identifier Requirements in 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated reference.

### XL. Termination of a Federal Award

- (1) By DHS. DHS may terminate a federal award, in whole or in part, for the following reasons:
- (a) If the recipient fails to comply with the terms and conditions of the federal award;
  - (b) With the consent of the recipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated; or
  - (c) Pursuant to the terms and conditions of the federal award, including, to the extent authorized by law, if the federal award no longer effectuates the program goals or agency priorities.
- (3) By the Recipient. The recipient may terminate the federal award, in whole or in part, by sending written notification to DHS stating the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if DHS determines that the remaining portion of the federal award will not accomplish the purposes for which the federal award was made, DHS may terminate the federal award in its entirety.
- (4) Notice. Either party will provide written notice of intent to terminate for any reason to the other party no less than 30 calendar days prior to the effective date of the termination.
- (5) Compliance with Closeout Requirements for Terminated Awards. The recipient must continue to comply with closeout requirements in 2 C.F.R. §§ 200.344200.345 after an award is terminated.

## FY 2025 DHS STANDARD TERMS AND CONDITIONS

XL I. Terrorist Financing

Recipients must comply with Executive Order 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the Executive Order and laws.

XL II. Trafficking Victims Protection Act of 2000(TVPA)

Recipients must comply with the requirements of the government-wide federal award term and condition which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The federal award term and condition is in 2 C.F.R. § 175.105, the full text of which is incorporated by reference.

XL III. Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT) Act of 2001, Pub. L. 107-56

Recipients must comply with the requirements of Pub. L. 107-56, Section 817 of the USA PATRIOT Act, which amends 18 U.S.C. §§ 175–175c.

XL IV. Use of DHS Seal, Logo and Flags

Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

XL V. Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections in 10 U.S.C § 470141 U.S.C. § 4712.

**BANNOCK COUNTY COMMISSIONERS**  
 624 E. Center, Pocatello, ID 83401  
 Phone: (208) 236-7210 • Fax: (208) 234-7363



**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.gov/commissioners>. Agenda times are subject to change within **15 minutes** of scheduled time. Any person(s) needing special meeting accommodations should contact the Commissioner's Office at 208-236-7210, five working days before the meeting.*

**E-mail this completed form and any supporting documents to [agendarequest@bannockcounty.gov](mailto:agendarequest@bannockcounty.gov)**  
**48 HOURS PRIOR TO THE MEETING DATE REQUESTED**

**Meeting Date Requested:** 06/02/2026

**Requestor Name:** Kristi Klauser

**Department:** Sheriffs

**Item to be considered/background:**

SCAAP FY25 program application. Annual SCAAP Application offered by the US Depa

**Action Requested:** Signature Only

**Amount of Time Requested:** N/A

**Financial Impact (Total Cost/Funding Source):**

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

**Has the item been submitted to/reviewed by Legal?**

**Has the item been reviewed by Risk Management?**

**Are all supporting documents included?**

**List of additional attendees:**

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

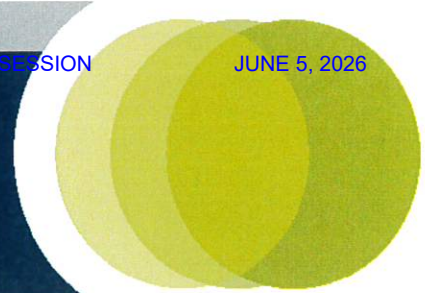
<p>Commissioner Office Only:</p> <p>Date: _____ Time: _____</p>
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# Bannock County

## NOTICE OF FUNDING OPPORTUNITY AND RISK ASSESSMENT FOR GRANTS

**\*\*Must attach notice of funding opportunity\*\***

Submit to: [grantnotify@bannockcounty.us](mailto:grantnotify@bannockcounty.us)



Is this a reoccurring grant? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
Department:	Bannock County Sheriff	Date Form Completed:	05/18/2026
Supervisor:	Sheriff Tony Manu	Program Manager:	Tereca Argyle
Project Title:	FY2025 SCAAP Program	Submission Deadline:	06/23/2026 Grants.gov 06/30/2026 JustGrants
Grant Name:	FY2025 SCAAP	Grant Number:	
Funding Agency:	US Department of Justice		
Amount requested:	Highest Alloted Amount	Grant match %:	N/A <input type="checkbox"/> In-kind allowed
Total estimate project cost: \$0.00 Long-term maintenance cost (including staffing): N/A			
Explain source of match:N/A			
Project Summary: Annual SCAAP Application offered by the US Department of Justice. This is not actually a competitive grant. It is offered annually to Jails as a funding opportunity for housing inmates who are "non-citizens" and meet certain criteria under the DOJ's specific requirements. The award amount is based on the number of non-citizen inmates which meet the qualifications determined under the DOJ annual guidelines during each years reporting period. The FY2025 reporting period for this years funding is 07/01/2023 through 06/30/2024.			
Anticipated Notification date:	unknown	Project start/end dates:	07/01/23 to 06/30/24
Funding Type: <input checked="" type="checkbox"/> Federal <input type="checkbox"/> State <input type="checkbox"/> Local government <input type="checkbox"/> Private <input type="checkbox"/> Other			
Net Cash Outflow: <input type="checkbox"/> Reimbursement <input type="checkbox"/> Advance Funded <input checked="" type="checkbox"/> Other			
Target Population: Non-Citizen Inmates Cost Recovery			
Potential Impact on Target Population: N/A			
Funding Source Reporting Requirements: All program reporting is done in advance to show qualification. Financial reporting is completed after awarded, accepted and the drawdown of funds is complete.			
# of staff to participate: 2	Will grant require staff be pulled from primary duties? <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Will staff training be provided? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Training cost included in budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Does grant include technology? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If so, has IT Dept been notified? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Does grant require office space? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Grant require new personnel? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Chance of successful funding: <input type="checkbox"/> High <input checked="" type="checkbox"/> Medium <input type="checkbox"/> Low			
Application prep burden: <input type="checkbox"/> High (needs project development & grant writing assistance) <input type="checkbox"/> Medium (small project development or grant writing assistance) <input checked="" type="checkbox"/> Low (program in place, simple project development or department able to complete application)			
Administration/Management burden: <input type="checkbox"/> High <input type="checkbox"/> Medium <input checked="" type="checkbox"/> Low			

# RISK ASSESSMENT FOR GRANTS

<b>Grant Team Assessment:</b> (To be completed by the Grant Team)	
Does the project align with the grant criteria?	
Is the project feasible?	
Can we meet the matching requirement?	
Is the initiating department able to adequately manage the grant?	
Are there other consideration? If so, please describe:	
Other departments to involve:	
Summary of Department comments/ recommendation:	
Project/Grant Program Manager Contact Information:	
Auditing Department: Recommend Application	Do Not Recommend Application
Signatures:	Comments:
Legal: Recommend Application	Do Not Recommend Application
Signatures:	Comments:
BOCC: Recommend Application	Do Not Recommend Application
Comments:	

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Chairman Signature Jeff Hough Date June 5, 2026

## GRANT TEAM RISK ASSESSMENT FOR GRANTS

Department:	<u>SHERIFF'S</u>	Apply for award	<input checked="" type="checkbox"/>	
Project name:	<u>SCAAP FY25</u>	Do not apply	<input type="checkbox"/>	
Assistance Listing # <i>(formerly CFDA #)</i>		Federal Procurement	<input type="checkbox"/>	
Grant Writing	No <i>(0 pts)</i>	Maybe <i>(2.5 pts)</i>	Yes <i>(5 pts)</i>	Score
Project clearly eligible for grant? Meets priorities of the grant? If no, stop, do not apply.				
Will administrative costs be allowed by the grant? Equipment only = 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				
Sufficient time to prepare grant submission before the due date?				
Department and/or Grant Team have adequate time to write grant?				
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%				
Funding agency history: 0: none; 2.5: funder known/no history; 5: good relationship with funder				
No organizational resources needed (space, equipment, in-kind)				
Are new personnel fully covered by grant? n/a = 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				
Aligns with department's mission				
Existing or imminently anticipated need				
Program will not be a duplication of existing efforts in area				
Expertise of department/director in relevant area				
Staff training: 0: required, not funded; 2.5: Minimal, some covered; 5: Minimal, required and costs covered				
Program partnership: 0: needed/not developed; 2.5: potential identified; 5: not needed/already contacted				
Procurement complexity: 0: multiple/phases/formal; 2.5: 1-2 simple/semi-formal; 5: none				
Department capacity to administer and monitor project				
Auditing capacity for processing, reporting, and monitoring				
Department capacity for tracking/progress reports				
Comments: Based off past eligible inmates for dates 07/01/23 through 06/30/24 recoup costs.			NA	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: <i>LuAnn Losee</i>	Date:	05/20/2026		
Override of Recommendation not to apply: Justification:	Date:			
Commissioner:	<i>Jeff Hough</i>	Date:	6/5/26	



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

**ERNIE MOSER**  
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**AGENDA REQUEST FORM**

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**E-mail this completed form and any supporting documents to [agendarequest@bannockcounty.gov](mailto:agendarequest@bannockcounty.gov)**

**Meeting Date Requested:** 06/05/2026

**Requestor Name:** Torey Danner

**Department:** Coroner

**Item to be considered/background:**  
Discuss personnel due to recent vacancy.

**Action Requested:** Decision

**Amount of Time Requested:** 10 Minutes

**Financial Impact (Total Cost/Funding Source):**

**Does this item involve a contract, agreement, external funding application, or award acceptance?** No

**Has the item been submitted to/reviewed by Legal?**

**Has the item been reviewed by Risk Management?**

**Are all supporting documents included?**

**List of additional attendees:** Jason Dixon, Matthew Phillips

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

Commissioner Office Only:

Date: \_\_\_\_\_ Time: \_\_\_\_\_