Agenda Item #8

The Pocatello Police Department has been selected as an approved governmental agency for the FY 2024 Project Safe Neighborhood (PSN) program, making us eligible to apply for funding aimed at reducing violent crime in Idaho. The department is slated to receive \$11,500 in grant funding. This grant provides a timely opportunity to access resources that directly support the PSN Team's goals—namely, reducing gun and drug-related violence, improving coordination among law enforcement agencies, and assisting in the reintegration of individuals at high risk of reoffending. If approved, the Pocatello Police Department intends to use these funds to lease two License Plate Readers through Flock Safety, with one to be installed in Bannock County and the other in Power County. These tools will assist in identifying and tracking vehicles involved in criminal activity, significantly enhancing our capacity to respond proactively to violent crime. In addition to funding, selected subrecipients may also receive valuable training, technical assistance, and workshops to support effective implementation and agency collaboration.

MEMORANDUM

TO:

City Council and Mayor

FROM:

Brian Trammell, Deputy City Attorney

DATE:

May 9, 2025

RE:

Grant Application

I have reviewed the Project Safe Neighborhood grant application. I have no legal concerns with the Council approving the grant application and authorizing the Mayor to sign the grant application.

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

FY 2024 Project Safe Neighborhood (PSN)



Application Deadline: December 31, 2025

Who May Apply: Local and State Law Enforcement, Private Research Firms or Experts, Colleges and Universities, Nonfederal Government Agencies, Nonprofit Organizations

Why Apply: The Idaho Project Safe Neighborhoods (PSN) Team, in cooperation with the Bureau of Justice Assistance (BJA), a component of the Office of Justice Programs, U.S. Department of Justice, seeks Idaho subaward applications for its FY 2024 PSN Grant. The goals of the PSN Team include decreasing gun and drug-related violence in Idaho, training and coordinating local and state law enforcement in order to aggressively prosecute those who commit crimes with firearms, and working towards a successful reintegration of those members of the Idaho community who are most likely to commit future violence. The Idaho PSN Team is focusing FY 2024 PSN grant funding on implementing license plate readers along specific Idaho highways, providing a Shooting Reconstruction course in the Treasure Valley, and providing laboratories with additional methamphetamine quantitative equipment.

Funding Available: Subawards will be awarded to entities within the District of Idaho. The selected subrecipients will each receive funds to implement their projects that fit within the PSN Team's goals. The 2024 PSN Grant has \$100,744 available for this program. Additionally, the Idaho PSN Team and/or BJA may provide separate support to the selected subrecipients through training, technical assistance, and workshops to better support PSN Team efforts.

Examples of Strategies/Activities that can be funded:

- License Plate Readers at the Below Locations:
 - State Highway 95 (north of Fruitland, south of Weiser)
 - State Highway 55 (near Avimor)
 - Highway 93 (near the Nevada border)
- Training related to Shooting Reconstruction
- Laboratory Technology to assist with Methamphetamine Quantitative Analysis

Application Format: Applications must be submitted using the Google Form page linked below.

https://forms.gle/nQbEmyKwTy4aYZ71A

Applicants must acquire a Unique Entity Identifier (UEI) and maintain registration with the System for Award Management (SAM). The UEI is a 12-character alphanumeric identifier used as the primary means of identifying entities that have registered for federal awards in SAM. SAM is the repository for certain standard information about federal financial assistance subrecipients. To register with SAM and obtain a UEI, applicants will need an authorizing official for their organization and an Employer Identification Number (EIN). SAM registration and renewal can take as long as 10 business days to complete. Failure to maintain a current SAM registration will prevent an entity from receiving 2024 PSN Grant funds.

Contact Information:

Ashley Tuttle
Management Assistant
Idaho State Police Forensic Services
ashley.tuttle@isp.idaho.gov
208-884-7280

Matthew Gamette
Laboratory System Director
Idaho State Police Forensic Services
matthew.gamette@isp.idaho.gov
208-884-7217

Selection Process: The Idaho PSN Team will review the applications, select subrecipients, and inform all applicants of their decisions. The fiscal agents will then contact selected grantees with information related to the completion of any required contracts and forms. Any proposed subaward is subject to prior approval from BJA before a subaward will be issued.

FY 2024 Project Safe Neighborhood Subaward Application – District of Idaho

- Email
 - o <u>zbartschi@pocatello.gov</u>
- Applicant's Authorized Official
 - o Zachary Bartschi
- Applicants Legal Name (Entity)
 - o City of Pocatello
- Applicant UEI Number
 - o C1H5KKGYA7F8
- Applicant EIN Number
 - 0 82-6000244
- Entity Type
 - o Law Enforcement
- Entity's Full Address
 - o 911 North 7th Ave, Pocatello, Idaho 83201
- Total Funds Requested
 - o \$11,500
- Applicant currently registered in the system for Award Management (SAM) database?
 - o Yes
- Anticipated Place of Performance Address

LR#007 I-15N @ South Bannock County Line I-15 N, Downey, ID 83234, United States Northbound 42.35663329855808 -112.22063070780266 Flock Pole - 12 ft 0

2 LR#008 I-86E @ Power County Line I-86 E, American Falls, ID 83211, United States Northbound 42.60504707628002 -113.17242812668793 Flock Pole - 12 ft 0

- Administrative Contact Information
 - o Zachary <u>Bartschi /zbartschi@pocatello.gov /208-339-5482 /911</u> N. 7th Pocatello, Idaho, 83201
- Briefly describe the gun and drug-related violence problem in your jurisdiction
 - O Gun and drug-related violence in Pocatello, Idaho, has been a growing concern in recent years, though it remains relatively low compared to larger urban areas. However, there have been incidents involving gang activity, drug trafficking, and the misuse of firearms, contributing to violent crimes. Local law enforcement has been focused on addressing these issues, particularly through efforts to curb the distribution of illicit drugs like methamphetamine and opioids, which are often linked to violent crimes. While the city remains generally safe, the rise in drug-related offenses and gun violence poses ongoing challenges for public safety.
 - The data provided shows a concerning trend in drug and firearm-related incidents in Pocatello, Idaho, from 2022 to 2024. Over these years, there has been a significant amount of drugs seized, particularly fentanyl pills, methamphetamine, and marijuana, along with firearms and related accessories. In 2022, the Pocatello Police Department's seized 64 guns and large quantities of illegal drugs, including

over 6,000 grams of fentanyl pills. In 2023, the Pocatello Police Department's seized over 5,000 grams of methamphetamine. By 2024, drug seizures and firearm recoveries had continued, with the Pocatello Police Department seizing 89 firearms altogether, including handguns, rifles, and shotguns. 2024 also showed high levels of drug seizures, with over 29,000 grams of fentanyl pills and more than \$40,000 in cash, and four vehicles also seized. The data indicates a persistent presence of drugs and firearms in the community, often linked to criminal activity, with drugs like methamphetamine and fentanyl being central contributors to the violence. Additionally, the number of arrests associated with these incidents also remained substantial, suggesting ongoing public safety concerns in the region.

- What resources and/or equipment does your jurisdiction require to help address the gun and/or drug-related violence?
 - O The Pocatello Police Department (PPD) has established a Memorandum of Understanding (MOU) with surrounding agencies to collaborate on the High Intensity Drug Trafficking Areas (HIDTA) program, enhancing regional efforts to combat drug-related crime and violence. Additionally, the department recently signed a three-year contract with Flock Safety for 34 License Plate Readers (LPRs), which will significantly improve their ability to track and identify vehicles associated with criminal activity. Given the rising concerns related to gun and drug-related violence, expanding the use of LPRs would be the most effective resource at this time. Increased LPR coverage would strengthen the department's capacity for real-time surveillance and investigations, ultimately improving public safety and supporting law enforcement efforts across the region.
- Is your organization willing to report to the PSN Team for the duration of the project period regarding its efforts?
 - O Yes. The Pocatello Police Department is committed to being a strong and cooperative partner throughout the duration of this project. We are prepared to provide regular reports and updates, ensuring transparency and accountability for the entire project period. By maintaining open communication and sharing data, we aim to enhance the effectiveness of the initiative and contribute to its overall success, fostering continued collaboration with our surrounding agencies and stakeholders.
- Describe how your organization would implement your proposed project within your jurisdiction, including an estimated timeline.
 - O The Pocatello Police Department plans to implement the Flock Safety LPRs by leveraging existing policies and procedures, ensuring a seamless integration of the new technology into our operations. Flock Safety will handle the installation of the equipment, while our officers will undergo thorough training to effectively use the system. Additionally, we will foster collaboration with surrounding agencies, including the Idaho State Police, to enhance regional crime reduction efforts. Through consistent communication and data sharing, we will monitor the

- effectiveness of the LPRs in reducing crime and improving public safety, ensuring the technology's full potential is realized.
- Once the grant is awarded and the contract is signed, we will be able to begin utilizing the Flock Safety LPRs as soon as the equipment is installed, which could potentially be within a matter of weeks. This quick turnaround will allow us to promptly integrate the system into our operations, enhancing our ability to monitor and respond to criminal activity. The timely implementation of the LPRs will significantly improve our law enforcement capabilities and contribute to the overall safety of the community.
- We would establish a one-year contract for this project, with the intention of applying for continuing grants to support its ongoing success. If we were not awarded continued grants we would explore the possibility of integrating the Flock Safety License Plate Recognition (LPR) technology into the budget of the Pocatello Police Department. This approach will help ensure long-term funding and sustainability, allowing us to continue enhancing public safety efforts in the community.
- Is there any other information that you believe to be pertinent to your application, but is not covered by the questions above?
 - Leasing Flock Safety License Plate Readers (LPRs) offers several key benefits for police departments. By opting for a leasing model, departments can access cutting-edge technology without the high upfront costs associated with purchasing the equipment outright. This allows for budget flexibility and predictable annual expenses, as the leasing agreement typically includes maintenance, software updates, and customer support. Leasing also ensures that departments can easily upgrade to newer technology when available, ensuring they remain equipped with the latest tools to combat crime. Additionally, the leasing model makes it easier for law enforcement agencies to deploy the system quickly, without worrying about large capital expenditures, while still benefiting from the advanced capabilities of Flock's LPRs.
 - o The Flock Safety License Plate Reader (LPR) cameras will be strategically placed at the edge of Power County and Bannock County, positioned to capture incoming traffic to Pocatello. These locations will provide optimal coverage of vehicles traveling toward the City of Pocatello, helping to enhance surveillance and crime detection. Both Sheriff Campbell of Power County and Sheriff Manu of Bannock County have been actively engaged in this initiative and are excited about the opportunity to partner with the Pocatello Police Department. Their support underscores the collaborative effort to strengthen regional law enforcement capabilities and improve public safety across the area.
 - o License Plate Reader (LPR) cameras located approximately a half hour away from the City of Pocatello can be highly beneficial for several reasons. First, they provide early detection of vehicles entering or leaving a region, allowing law enforcement to track and identify potentially suspicious vehicles before they reach the urban areas where crimes may occur. This proactive approach helps prevent crime by giving police time to respond quickly. Additionally, LPRs placed

- outside of town can assist in identifying vehicles involved in crimes, such as theft, drug trafficking, or fleeing suspects from other jurisdictions. The cameras can also be useful in capturing critical data during pursuits or investigations, helping to connect vehicles to ongoing cases. By covering the perimeter areas, these LPRs provide a valuable tool for law enforcement to monitor and protect the larger community and improve regional collaboration with neighboring agencies.
- o Flock cameras are designed to be both eco-friendly and reliable, featuring solar power as their primary energy source. This means they harness sunlight to operate, reducing the need for traditional electrical connections and minimizing their environmental impact. In addition to solar power, Flock cameras are equipped with a battery backup system, ensuring continuous operation even during cloudy days or at night when solar energy generation is limited. The combination of solar power and battery backup ensures that the cameras remain functional in various conditions, providing uninterrupted monitoring and data collection. This dual power system makes Flock cameras a sustainable and dependable solution for security and surveillance needs.
- o I will email the following documentation:
 - Installation locations including Latitude and longitude
 - Intergovernmental Agreement (HIDTA)
 - Flock Safety Overview
 - Flock Safety Official Quote
 - Pocatello Statistics
 - Copy of Application
- By cost category, please detail how your organization anticipates using PSN grant funding.
 - We plan to use the PSN grant funding to lease 2 License Plate Readers (LPRs) from Flock Safety. These LPRs will be strategically deployed in high-traffic areas to enhance our ability to monitor and track vehicles involved in criminal activity, particularly related to drug and gun violence. The funding will cover the cost of the LPR units, as well as the installation and initial maintenance for the first year. This technology will be a valuable tool for improving public safety, supporting investigations, and fostering collaboration with surrounding law enforcement agencies.
- Please provide a brief budget justification narrative by category for the expenses identified above:

Budget Justification Narrative:

The proposed budget for the Pocatello Police Department's License Plate Reader (LPR) program with Flock Safety has been structured to ensure both the effective implementation and sustainability of the technology. The total cost for this initiative includes installation, maintenance, and support, all of which are essential to ensuring the success of the project.

- 1. **Training Costs:** Training for officers on the use of the LPR technology will be provided at no additional cost. Flock Safety offers comprehensive training as part of the contract, ensuring that all personnel are proficient in the operational and procedural use of the system. This will allow officers to seamlessly integrate the technology into their daily duties without incurring extra expenses. This training will occur prior to the City of Pocatello being awarded.
- 2. Equipment Installation and Support: The budget allocates \$1,500 for the installation costs associated with the LPRs. This amount covers the professional installation of the 2 units by Flock Safety, ensuring they are placed strategically and are fully operational. Additionally, ongoing maintenance and support are included in the overall contract price of \$11,500, which covers software updates, technical troubleshooting, and customer support for the duration of the contract. This ensures that the LPR system remains functional and up-to-date without any additional costs during the initial contract period.
- 3. **Ongoing Costs for Future Years:** Should the project continue beyond the initial term, the annual cost for continued use of the LPR system would be \$10,000 per year. This cost would cover continued maintenance, software updates, and support, ensuring that the Pocatello Police Department can continue to utilize the technology effectively without significant budget increases.

In summary, the proposed budget accounts for all necessary elements to successfully implement the LPR system, including installation, training, and ongoing support, with no additional costs for training and a clear, predictable cost structure for future years of service.

PPD Narcs Totals	Cocain e (gr)	Fenta nyl Pills (gr)	Fentan yl Powde r (gr)	Guns	Heroin (gr)	Mariju ana (gr)	Methamphe tamine (gr)	Money Seized	Vehicl es Seized
2022	0	6,028. 01	0.701	64	21.4	9066.1 7	2129.59	\$75,175 .00	1
2023	76	26,029 .34	0	10	2.14	1140.9 3	5155.08	\$3,1376 .00	2
2024	12.4	29,250 .34	0	15	502.9	239.42	800.77	\$40,721 .78	4
Grand Total	88.4	61,307 .69	0.701	89	526.44	10446. 52	8085.44	\$147,27 2.78	7

From all Property Involvements:

By Year	DRUG	PARAPHERNALIA	FIREARM- ACCESSORY	FIREARMS (COMBINED)	TOTALS
2022	1104	951	201	300	2556
2023	1171	958	147	265	2541
2024	1019	825	177	321	2342
Grand Total	3294	2734	525	886	7439

Breakdown of Firearms for All Property Involvements:

FIREARMS	HANDGUN	RIFLE	SHOTGUN	FIREARM TOTALS
2022	208	74	18	300
2023	178	67	20	265
2024	197	91	33	321
Grand Total	583	232	71	886

Associated to Arrests:

Associated to Arrests	DRUG	PARAPHERNALIA	FIREARM- ACCESSORY	FIREARMS (COMBINED)	Grand Total
2022	761	614	58	129	1562
2023	783	660	44	93	1580
2024	549	439	33	59	1080
Grand Total	2093	1713	135	281	4222

Breakdown of Firearms Associated to Arrests

FIREARMS	HANDGUN	RIFLE	SHOTGUN	FIREARM TOTALS
2022	93	28	8	129
2023	67	14	12	93
2024	46	11	2	59
Grand Total	206	53	22	281

Flock Safety + ID - Pocatello PD

Flock Group Inc. 1170 Howell Mill Rd, Suite 210 Atlanta, GA 30318

MAIN CONTACT:
David Johnson
david.johnson@flocksafety.com
+12067157607

Created Date: 12/19/2024 Expiration Date: 01/11/2025 Quote Number: Q-116265

PO Number:

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Budgetary Quote

This document is for informational purposes only. Pricing is subject to change.

Bill To: 408 E Whitman Pocatello, Idaho 83201 Ship To: 408 E Whitman Pocatello, Idaho 83201

Billing Company Name: Billing Contact Name: ID - Pocatello PD Subscription Term: 12 Months
Billing Contact Name: Payment Terms: Net 30
Billing Email Address: Retention Period: 30 Days

Billing Phone: Billing Frequency: Annual Plan - First Year Invoiced at

Signing.

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$10,000.00
Flock Safety LPR Products			
Solar Falcon ® LR	Included	2	Included

Professional Services and One Time Purchases

Item		Cost	Quantity	Total
One Time Fees				
Flock	Safety Professional Services			
	Professional Services - Solar Implementation Fee	\$750.00	2	\$1,500.00
			Subtotal Year 1:	\$11,500.00
			Annual Recurring Subtotal:	\$10,000.00
			Estimated Tax:	\$0.00
			Contract Total:	\$11,500.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This is not an invoice – this document is a non-binding proposal for informational purposes only. Pricing is subject to change.

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$11,500.00
Annual Recurring after Year 1	\$10,000.00
Contract Total	\$11,500.00

*Tax not included

Product and Services Description

FlockOS Features	Description
Solar Falcon ® LR	Law enforcement grade, long range and high vehicle speed license plate recognition camera with Vehicle Fingerprint ™ technology (proprietary machine learning software) and real-time alerts for unlimited users, with LTE. Solar Power only. AC power is also available if needed.
	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.

fłock safety

Flock Safety Falcon® LR with Solar Power

Expand Coverage, Solve More Crimes



YOUR CHALLENGE

Law enforcement agencies often struggle to maintain sufficient monitoring on high-speed, multi-lane highways, especially in areas where traditional infrastructure is not feasible. This results in missed opportunities to gather evidence and solve crimes due to gaps in LPR coverage.

YOUR SOLUTION

1

The Flock Safety Falcon® LR with Solar Power is designed to bridge these gaps. This innovative LPR system operates with solar power and LTE connectivity, enabling deployment in locations previously unreachable with standard systems. By expanding your monitoring reach, the Falcon® LR helps capture more evidence and solve more crimes, all while utilizing fewer resources.

INFRASTRUCTURE-FREE DEPLOYMENT

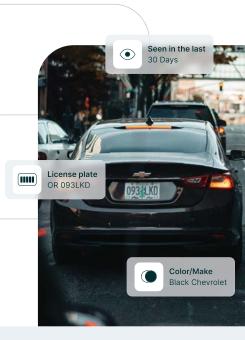
Installs easily in remote areas without existing power or network connections, dramatically reducing setup barriers.

HIGH-SPEED, MULTI-LANE CAPABILITY

Accurately captures vehicle data at speeds up to 100 MPH, ensuring comprehensive coverage on busy highways.

ADVANCED VEHICLE IDENTIFICATION

Uses Vehicle Fingerprint® technology for precise vehicle tracking, crucial for quick case resolutions.





Key Features That Maximize Your Evidence Collection

BOOST YOUR CRIME-SOLVING CAPABILITIES

Deploy the Falcon® LR with Solar Power to not only fill critical gaps in your LPR coverage but also leverage advanced technology to solve more crimes efficiently and with fewer resources.

REAL-TIME, CROSS-JURISDICTIONAL ALERTS

Facilitates instant communication and data sharing across different agencies, enhancing collaborative efforts to solve crimes faster.



"There are multiple instances where a call goes out, and we can immediately access data -- like ALPR data and live video monitoring -- to provide real-time information to the officers who are responding and gauge whether they need additional support."

SGT TYSON CARROLL
Intelligence Unit Supervisor | Lexington PD

CONNECT WITH US

See what the Falcon® LR with Solar Power can do to enhance your law enforcement capabilities. Visit flocksafety.com or contact us at (866) 901-1781 | support@flocksafety.com.

INTERGOVERNMENTAL AGREEMENT

Bannock Area Drug Group Enforcement Squad (BADGES) Last updated: 12-18-17

PURPOSE

This Intergovernmental Agreement (hereinafter, referred to as "Agreement") is entered into between the undersigned agencies, to jointly administer the performance of functions and activities related to drug trafficking enforcement throughout Bannock County. This Agreement is not intended to create a separate unit of government but merely describes a joint and cooperative undertaking, and the relationship, respective rights, duties, and obligation of the contracting parties as authorized by Idaho law Idaho Code §§ 67-2326 and 67-2328.

PARTICIPATING ENTITIES

The parties to this Agreement are: The Bannock Sherriff's Office, Pocatello Police Department, Chubbuck Police Department, Idaho State Police, Drug Enforcement Administration, the Federal Bureau of Investigation, the Bannock County Prosecutors Office, and the United States Attorney's Office.

Each are individually referred to as a "Participating Entity" and collectively referred to as the "Participating Entities." Other entities may become a Participating Entity as provided herein.

The Participating Entities to this Agreement will describe themselves for administrative purposes as the Bannock Area Drug Group Enforcement Squad (BADGES).

Each of the undersigned Participating Entities, represent that their officers or agents, have authority to perform in accordance with agreed upon goals and objectives outlined herein.

MISSION

"The mission of the Bannock Area Drug Group Enforcement Squad (BADGES) is to reduce illegal drug trafficking in the Bannock County area by identifying, disrupting, or dismantling drug trafficking and money laundering organizations through cooperative efforts, enforcement, and intelligence sharing by local, state, and federal law enforcement agencies."

Formation of the task force will enhance the coordination of effort and resources among the participating agencies to enforce laws and protect citizens from illegal drug activity and related criminal acts; gather and disseminate drug trafficking related intelligence information; and engage in seizure and forfeiture of assets used in or derived from illegal drug activity as allowed by state and federal law.

NOW THEREFORE, the Participating Entities adopt and incorporate the above recitals and agree as follows:

SECTION 1 – POWERS AND AUTHORITY

While engaged with task force activities, all team members and those that assist team members are intended to retain all lawful powers and duties they have individually under their respective federal, state, or local positions.

Nothing in this Agreement is intended to make any Team Member or Participating Entity an agent or representative of any other Team Member or Participating Entity.

SECTION 2 – ORGANIZATION

As set forth more fully herein, administration of BADGES shall consist of the following components:

- A. The BADGES Advisory Board (Board). Each Participating Entity shall have one representative on the Advisory Board. The Board shall convene at least quarterly for purposes including but not limited to: (i) planning Team activities; (ii) setting long- and short-term goals; (iii) considering expansion opportunities and need for additional resources; and (iv) evaluating Team strategies and success.
- B. Team Commander. The Team Commander reports to the Advisory Board and is primarily responsible for administrative duties with respect to task force activities. The Team Commander is also primarily responsible for oversight of operations, planning, and execution of team plans.
- C. Task Force Team Members. The Task Force Team consists of a member of the Bannock County Prosecutors Office, the United States Attorney's Office, and one representative of at least the rank of detective or its equivalent from the Bannock County Sheriff's Office, Pocatello Police Department, Chubbuck Police Department, Idaho State Police, the U.S. Drug Enforcement Administration, and the Federal Bureau of Investigation.

SECTION 3 - BADGES ADVISORY BOARD

3.1 Composition

A joint board with representation from each of the public agencies that are party to this agreement will administer the BADGES. The joint board will be known as the Advisory Board. The Advisory Board has voting authority to govern and regulate the BADGES.

The public agencies that are party to the agreement hereby appoint as members of the Advisory Board. All Chiefs of Police (or their designees) of each participating municipality; The Bannock County Sheriff (or their designee); the Director of the Idaho State Police (or their designee); the Bannock County Prosecutor (or their designee); the United States Attorney (or their designee); a designated representative from the Drug Enforcement Administration, and the Federal Bureau of Investigation.

In the absence of a Participating Entity Board Member, the Participating Entity may select a substitute, who shall be deemed as having the same powers and authorities for the assigned Board Member. Although it is recognized Board Members may have occasional conflicts requiring the selection of a substitute for a Board meeting, entities should strive to provide a consistent presence of one member to the Board.

Members of the Advisory Board serve at the pleasure of the governing body of the participating public agency that they represent. Designees may be removed at will by the appointing public agency and replacements thereto shall be communicated to the Advisory Board.

In addition to the regular quarterly meetings, the Board may convene a Board meeting as it sees fit in Board's discretion.

3.2 Duties

The Board shall be responsible for making recommendations to the Team Commander concerning overall operations including but not limited to the following:

- a. Review BADGES general activities.
- b. Establish a Memorandum of Understanding governing the operation and working details of the BADGES.
- c. Appoint a Task Force Unit Commander to supervise the daily operations of the Task Force.
- d. Approve Task Force policies and procedures recommended by the Unit Commander.
- e. Request financial audits as deemed necessary.
- f. Conduct program evaluation as needed.
- g. Seek federal and state grant money, as may be appropriate and available.
- h. Review and approve appointment of supervisors and staff as needed.
- i. Review and approve budgeting, procurement, audit, and operating policies as needed.
- j. Long and short term goals;
- k. Expansion opportunities and need for additional resources;
- I. Recommend appropriate training; and
- m. Evaluation of team strategies and success

3.3 Voting

Each participating Entity shall have one vote in any matter before the board.

All matters before the Board that require a vote shall be decided by majority vote, with the exception of adding an additional participating entity to the Agreement. A decision to add an additional entity to the Agreement requires a unanimous vote.

Without prior approval of the Board, no Participating Entity or Board member shall represent themselves as speaking for, or acting on behalf of the Board for any purpose including but not limited to expending BADGES funds, or seeking to obtain or obtaining grants or funding.

3.4 Regular Meetings

The Board shall meet on a regular basis at least quarterly, and otherwise as determined by the Team Commander in consultation with the Board. Each calendar year, the assignment to conduct Board meetings will be reassigned to a different Board Member. The Board Member conducting meetings will ensure that agendas are sent out in advance of board meetings and proper minutes of the board meeting are created and properly archived.

SECTION 4 – Team Commander

The Team Commander shall be selected and assigned to serve by a majority decision of the Board.

The Team Commander oversees all BADGES team duties, responsibilities, and activities.

The Team Commander shall report quarterly to the Board. Regular quarterly reports shall contain summaries of plans, operations, objectives, funding, and forfeiture recovery and distribution.

The Team Commander shall be staffed by an employee from a Participating Entity and have the minimum rank of lieutenant.

The Team Commander will be the chief administrator of the BADGES with duties that include but are not limited to the following:

- a. Funding acquisition, retention, and expenditure;
- b. Procurement of personal services, goods, and equipment;
- c. Assignment of TEAM members to tasks and operations;
- d. Support and oversee TEAM activities including but not limited to:
 - Criminal investigations;
 - Street crime suppression operations;
 - Surveillance:
 - Arrests:
 - Making case referrals to the District Attorney and US Attorney for prosecution of individuals and organizations involved in illegal drug trade; and
 - Seizure and forfeiture of property used or derived from criminal activity;
- e. Development of enforcement recommendation for BADGES operations;
- f. Evaluation of team activities and personnel;
- g. Recommending long range planning and budgeting and reporting;
- h. Administering BADGES operating accounts and appropriate funds necessary to meet operations;
- i. Administration of Grant applications and other revenue resources;
- j. Act as a liaison with Participating Entities;
- k. Assigning BADGES member personnel to investigations;
- I. Scheduling and supervision of BADGES member personnel;
- m. Managing evidence, however, depending on the situation of the participating agency, the participating agency may follow their evidence procedures;

- n. Providing staff reports regarding BADGES activities to the Board during Board meetings or as directed by the Board;
- o. Expending BADGES operation funds for normal operations pursuant to BADGES policy.
- p. Ensuring team members act in a safe and tactically sound manner;
- q. Ensure case, subject, and event deconfliction through the Idaho Criminal Intelligence Center or RMIN, to include, but not limited to: entries, inquiries, and responses.
- r. Oversee HIDTA funded training.
- s. Collect approved agency reports.

The Team Commander shall not participate as a member of the Board.

The participating agencies shall provide an employee of the rank of Sergeant or higher to serve as a Backup Team Commander. The Backup Team Commander will have all the same authority and duties as the Team Commander. The Backup Team Commander will assist the Team Commander with the Team Commander's duties on an as needed basis.

SECTION 5 - BADGES TEAM MEMBERS

No employees will be formally transferred pursuant to this Agreement. The Participating Entities remain the subject employers. This includes any other provision of state or federal law.

BADGES members (Team Members) shall work cooperatively as a team in the area of narcotics enforcement and intelligence gathering.

Team Members shall be selected and assigned to BADGES by each Participating Entity after consultation with the Team Commander, and BADGES Advisory Board.

Team Member contribution from any Participating Entity may increase or decrease in number depending on the decision of the Board based on information received from the Team Commander.

Upon adoption by authorized signature, and subject to the provisions herein, each Participating Entity shall provide Team Members.

BADGES members working cases will ensure case, subject, and event deconfliction through the Idaho Criminal Intelligence Center or RMIN, to include, but not limited to: entries, inquiries, and responses.

5.1 Workers Compensation and Other Insurance

For all other purposes, including, but not limited to, Workers Compensation, employee benefits and insurances, and collective bargaining matters (including discipline and discharge) personnel assigned to BADGES shall continue as employees of their Participating Entities, which shall be solely responsible for those employees. Each Participating Entity shall be responsible for all costs associated with such personnel including, liability insurance, salary compensation, overtime, and equipment (vehicle, cell phone, computer and uniforms) of its BADGES member.

5.2 Team Member Time Allocated to BADGES

It is expected that a Team Member assigned to BADGES is assigned in a part-time capacity, unless otherwise agreed to by the Board. Length of assignment and number of hours/days of BADGES members shall be determined by the Participating Entity in consultation with the Board and the Team Commander.

5.3 Overtime and Time Off

When a Team Member seeks overtime and time-off from its respective Participating Entity, such overtime and time off requests made during BADGES assignment shall be administratively reviewed by the Team Commander. All HIDTA overtime must be pre-approved by the Team Commander. Time off will need to be granted by the Team Member's respective agency and then reviewed by the Team Commander.

5.4 Conflicts with Team Members

Any conflicts that are deemed by the Team Commander to be detrimental to the overall operation of the team that are not resolved through normal supervision, will be addressed and resolved through consultation with the team member's Participating Entity and the Team Commander. If resolution is not achieved, the conflict will be brought before the Board for recommendations to the Board. Ultimately, the Board has final decision making authority on composition of Team membership.

The BADGES shall have no authority to discipline an officer, except that the Team Commander may suspend an officer from the Task Force and make recommendation regarding removal of such officer to the Board. When an officer is removed, the public agency contributing such officer shall contribute another officer to the Task Force within 15 days.

5.5 Conflicting Policies

If there are conflicting policies and procedures (including but not limited to bargaining agreements, personnel regulations, or other administrative regulations) between BADGES and a Participating Entity, members shall comply with their own Participating Entity; and as soon as practical, notify the Team Commander of the differences. The policies and procedures of the Participating Entity take precedence over the BADGES MOU.

SECTION 6 – EFFECTIVE DATE

This agreement shall be effective as to each Participating Entity immediately upon execution and authorization by the governing body of that Participating Entity.

SECTION 7 – DURATION, WITHDRAWAL AND TERMINATION

7.1 Duration

The term or duration of this Agreement is perpetual; however, this Agreement shall be reviewed by the participating members and the Board, or their legal representatives, for legal sufficiency once every five (5) years, beginning from the date the Agreement is executed.

7.2 Withdrawal

Any Participating Entity may withdraw from the BADGES upon providing not less than 90 days written notice to the Board. In the event of such withdrawal, the Agreement shall remain in full force and effect as to all remaining Participating Entities.

7.3 Temporary Staffing Recall

Participation Entities may temporarily remove their designated team member, which will not constitute withdrawal.

Within one week of the temporary removal or reassignment, the Participating Entity will notify the BADGES Team Commander in writing and estimate the length of time the Participating Entity will not have a member assigned to the BADGES. The Team Commander will report this information to the Board.

If, on the 90th day following the written notification the Participating Entity has not replaced their member in the BADGES, the Participating Entity will be deemed to have withdrawn from the BADGES. The Board has the authority to grant an extension beyond 90 days upon written request by the Participating Entity.

If written notification is not provided to a majority of the Board members by the Participating Entity and the entity has not replaced their member within a 90-day period, the entity will be deemed to have withdrawn from the BADGES.

7.4 Termination

If the Team Commander or Board deems a Participating Entity to be detrimental to the overall success of BADGES, termination of the Participating Entity may occur at the discretion of the Board. All reasonable attempts at conciliation will be made.

The Board shall notify the involved agency in writing the date of the termination and conditions of division of asset forfeiture, if applicable.

SECTION 8 – INTEROPERABILITY, DATA SHARING, & MEDIA RELEASES

All Participating Entities may have interoperable communications devices.

Signatory Jurisdictions will share information to carry out the Mission.

Media matters involving federal investigations will be handled by the lead federal investigative agency in coordination with the Team Commander and the United States Attorney's Office Public Information Officer.

All media releases will be coordinated by the Team Commander with the prosecutor's office.

SECTION 9 - FISCAL RESPONSIBILITIES

The apportionment among the parties to the Agreement of the responsibility for providing funds to pay for expenses incurred in the performance of the functions or activities will be as set forth herein:

Administrative Functions

<u>Fiscal Agent:</u> The Team Commander's employing agency will act as fiscal agent for the BADGES and shall account for funds including but not limited to the following: operating expenditures; seizures; state civil forfeitures; state criminal forfeitures; and federal forfeitures.

All financial record keeping will make reference to the BADGES on all transactions.

Financial reports will be completed on a quarterly basis along with any financial reports required for grants. The Team Commander will provide additional financial reports to the Board upon reasonable request.

BADGES will apply for, receive and facilitate grants from state and federal agencies to include: High-Intensity Drug Traffic Area (HIDTA), and other grants as appropriate consistent with the BADGES mission.

SECTION 10 – ACCOUNTING AND APPORTIONING REVENUE AND PROPERTY

The Participating Entities shall account for and apportion fees or other revenue, including but not limited to forfeiture proceeds, derived from the functions or activities, and transfer possession of or title to real or personal property as set forth herein.

10.1 Team Member Funding

Team Members shall be funded by each Participating Entity as set forth below:

All team members provided to the BADGES by a Participating Member remains an employee of his or her originating Participating Entity. Each Participating Entity shall be solely responsible for their respective team members' compensation, including but not limited to: wages, salaries, benefits, overtime and insurance. Each agency shall absorb overtime costs for personnel contributing to BADGES, pursuant to their respective agency policies.

Overhead and Office Space

The Idaho State Police, District 5 will provide space at their headquarters for the BADGES Team operations.

10.2 Equipment

Each Participating Entity shall provide all equipment used by its own team member. This equipment shall include but not be limited to: vehicle, cell phone, computer, and uniforms. Additional equipment for BADGES operations may be purchased with BADGES funds in accordance with Board approved revenue and property acquisition policies. Unless otherwise specified by the Board, the Team Commander's employing agency's polices will be used for ordering and acquiring goods and services necessary for the BADGES's functions. Nothing in this Agreement binds or requires any participating public agency to any level of financial contribution during any future fiscal year for which such governing body may consider participation.

10.2.1 HIDTA Purchased Equipment

Participating agencies that are reimbursed with HIDTA grant funds awarded to BADGES for the purchase of equipment shall retain ownership and responsibility - to include inventory, maintenance, upkeep and disposition - of the equipment so long as they remain a party to this agreement.

Upon withdrawal or termination of this agreement by the purchasing agency and with the consent of the HIDTA Director HIDTA purchased equipment will be transferred to another participating agency who will inherit ownership and responsibility for the equipment.

10.3 Forfeiture

For purposes of this Agreement property seized includes money and the proceeds of the sale of tangible property, including real property.

10.4 Designation of Forfeiture Counsel

The civil and criminal forfeiture counsel for the BADGES shall be either the Bannock County Prosecutors Office or the United States Attorney for Idaho. The Prosecuting Attorney may delegate one or more deputy attorneys to act in that capacity. The United State Attorney may likewise delegate one or more assistant United States attorneys to act in that capacity. The decision to pursue forfeiture in either the state or federal system will initially be made by the BADGES commander and must be approved by the Bannock Prosecuting Attorney for state forfeitures, by the United States Attorney for federal forfeitures, or by their designees. An interagency forfeiture agreement, separate and distinct from this agreement, must be entered into between the Prosecuting Attorney's office and the Team Commander's employing agency before any State forfeiture actions occur.

10.5 Designation of Forfeiture Entity for Forfeitures Initiated in Federal Court

The designated lead federal agency shall be responsible for the adoption and processing of assets seized for federal criminal and civil forfeiture in conjunction with the BADGES operations. The designated federal agency will process assets seized for forfeiture that meet or exceed the minimum threshold values established by the federal agency and the United States Attorney's office for the District of Idaho. Such asset forfeiture shall be conducted in accordance with the rules and regulations set forth by the United States Department of Justice (DOJ)'s <u>Guide to Equitable Sharing for State and Local Law</u> Enforcement Agencies.

10.6 Distribution of State Forfeiture Proceeds

Each agency will file forfeiture on any assets seized during a state case initiated by that agency according to Federal law, Idaho law and the agency's policy. Distribution of asset seizures of \$50,000 in aggregate value or more per investigation will be decided by the board.

All Task Force forfeiture funds shall be separately accounted for.

SECTION 11 – VEHICLE USE

BADGES participating agencies shall provide a vehicle, primary automobile liability, and physical damage (collision and comprehensive) coverage all of their employees and agents while operating another participating member's vehicle. The participating member whose employee or agent operates another participating member's vehicle shall assume total responsible and liability for the vehicle and its use both during the use of the vehicle and while the vehicle is in their care, custody or control.

SECTION 12 – DISSOLUTION

BADGES may be dissolved upon mutual written agreement of all remaining Participating Entities.

If the composition of BADGES drops below two entities that provide sworn officers, BADGES will then be considered dissolved.

If the status of participation in BADGES is likely to change for an existing agency, (ex. possible passage of an upcoming funding mechanism) they may request a six-month withdrawal from BADGES that will not cause BADGES to dissolve. The Board may approve six-month hiatus. If, at the end of the six months, the agency is not able to participate in BADGES, then the dissolution of BADGES shall occur.

SECTION 13 – DIVISION OF NON-FUND ASSETS UPON TERMINATION OR DISSOLUTION

13.1 Individual Entity Termination

Participating Entities who withdraw or otherwise terminate their participation in this Agreement waive all rights to BADGES assets.

Nevertheless, the Team Commander, after consultation with the Board, has the authority in his complete discretion, to share assets with the entity terminating their participation. In making his decision, the Team Commander shall consider the operational needs of BADGES or the remaining BADGES Team, as the case may be.

An entity may re-affiliate with BADGES only in the same fashion as a new Participating Entity. Should an entity be granted the authority to return as a Participating Entity, that entity has only those asset forfeiture rights that would be assigned to a new Participating Entity, unless otherwise provided by the Team Commander, after a majority vote of the Board.

13.2 Dissolution of BADGES

Upon dissolution of BADGES, with the exception of HIDTA purchase equipment as specified in this section, possession of any shared or loaned equipment shall be immediately returned to the Participating Entity providing it.

Upon dissolution of BADGES, equipment purchased with HIDTA funds will be delivered to the HIDTA Director for disposition amongst HIDTA participating agencies.

Assets acquired with BADGES funds will be equitably distributed as agreed upon between the Team Commander and the Board.

SECTION 14 - DISTRIBUTION OF FUNDS UPON DISSOLUTION.

In the event BADGES is dissolved, assets derived from forfeiture shall be distributed to Participating Entities in accordance with this Agreement and Idaho law. If the Participating Entities cannot agree on distribution, the circuit court of the State of Idaho for Bannock County has jurisdiction to determine that transfer or division.

SECTION 15 – SEVERABILITY

If any term of provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms or provisions shall not be affected, and the rights and obligations of the Participating Entities shall be construed and enforced as if the Agreement did not contain the particular term or provisions held to be invalid.

SECTION 16 – INTERPRETATION

The terms and conditions of this Agreement shall be construed in accordance with the general purposes of this Agreement according to applicable state and federal laws.

SECTION 17 – AMENDMENT

The terms of this Agreement may be amended in writing in the same manner as its adoption by majority vote of the Participating Entities. Any amendment shall be in writing and shall refer specifically to this

agreement and shall be effective as to each Participating entity upon execution and authorization by the Participating Entity.

SECTION 18 – NOTICE

Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by email, personal delivery, facsimile, or mailing the same, postage prepaid. Any communication or notice so addressed and mailed shall be deemed received five (5) days after mailing. Any communication or notice delivered by facsimile shall be deemed received on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours, or on the next business day, if transmission was outside normal business hours of the recipient. Any communication or notice given by personal delivery shall be deemed received when actually delivered. Any communication or notice given by email shall be deemed received upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system.

SECTION 19 – RESPECTIVE LIABILITY

19.1 Indemnification

The parties shall be responsible only for the acts, omissions or negligence of its own officer, employees or agents as provided by the Idaho Tort Claims Act, Idaho Code §§6-901 through 6-929. Each party will defend against any claims that arise solely from wrongful acts, omissions or negligence of their employees or officials, agents and volunteers in the course of performance of this MOU, but do not assume responsibility for the acts, omissions or negligence of the other parties, their employees or officials, agents and volunteers. Each party shall promptly notify the other of any claim arising under this MOU and shall cooperate fully with the defending party or its representatives in the defense of such claim.

SIGNATURES

By their signatures below, the Participating Entities to this Agreement consent to the terms, conditions, and content expressed herein and have executed this Agreement by their authorized representatives:

Bannock County Sheriff's Office	Title	Date	
Bannock County Prosecutors Office	Title	Date	
United States Attorney's Office	Title	Date	

City of Pocatello	Title	Date	
City of Chubbuck	Title	Date	
Idaho State Police	Title	Date	
Drug Enforcement Administration	Title	Date	
Federal Bureau of Investigation	Title	Date	

fťock safety

ID - Pocatello PD (LR Falcons)

FLOCK SAFETY EQUIPMENT INSTALLATION

2024

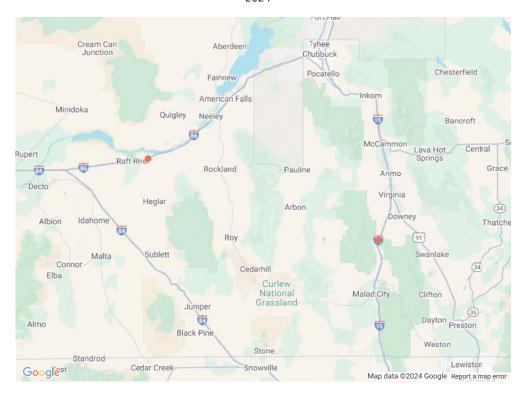
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1 Cover Page

2 Camera Location Information

3-4 Site Plans





Camera Locations

No.	Name	Address	Direction	Lat	Lng	Pole Type	Distance from Roadway (ft)
1	LR#007 I-15N @ South Bannock County Line	I-15 N, Downey, ID 83234, United States	Northbound	42.35663329855808	-112.22063070780266	Flock Pole - 12 ft	0
2	LR#008 I-86E @ Power County Line	I-86 E, American Falls, ID 83211, United States	Northbound	42.60504707628002	-113.17242812668793	Flock Pole - 12 ft	0

Property	Value		
Camera Number	1		
Name	LR#007 I-15N @ South Bannock County Line		
Address	I-15 N, Downey, ID 83234, United States		
Direction	Northbound		
Lat	42.35663329855808		
Lng	-112.22063070780266		
Pole Type	Flock Pole - 12 ft		
Distance from Roadway (ft)	0		
Speed Limit			

Position



Location Notes: None

Property	Value		
Camera Number	2		
Name	LR#008 I-86E @ Power County Line		
Address	I-86 E, American Falls, ID 83211, United States		
Direction	Northbound		
Lat	42.60504707628002		
Lng	-113.17242812668793		
Pole Type	Flock Pole - 12 ft		
Distance from Roadway (ft)	0		
Speed Limit			

Position



POST OFFICE BOX 4666 Pocatello, Idaho 83205-4666 OCK COLLAND

TELEPHONE 236-7111

Alex Hamilton Chief Deputy

Tony T. Manu Sheriff

April 24th, 2025

Attn: Pocatello Mayor and City Council 911 N. 7th Ave. Pocatello, ID 83201

Mayor and City Council Members,

The Bannock County Sheriff's Office is writing this letter this letter to inform you of our support of the Pocatello Police Department in their efforts to receive funding from Project Safe Neighborhood and to use the funding in the purchasing of two license plate readers to be placed in Bannock and Power County. The Sheriff's Office supports Project Safe Neighborhood's goals of reducing gun and drug-related violence, improving coordination among law enforcement agencies and assisting in the reintegration of individuals at high risk of reoffending.

The Bannock County Sheriff's Office believes the use of license plate readers in Bannock County, Power County and the city of Pocatello will assist the law enforcement community in Southeast Idaho in identifying and tracking vehicles and criminals who are involved in criminal activity. The Sheriff's Office also believes that license plate readers will significantly enhance law enforcement in Southeast Idaho to respond proactively to violent crime and to deter violent crime before it happens.

The Bannock County Sheriff's Office is currently requesting license plate readers in their 2026, fiscal year budget and feels that license plate readers will be a necessary tool for law enforcement in the future. The Sheriff's Office future plans are to purchase license plate readers through the Flock Safety which will integrate with the license plate readers the City of Pocatello has already purchased and will also integrate with the license plate readers the City of Pocatello is attending to purchase with the Project Safe Neighborhood grant. If you have any questions about out thoughts and future plans with license plate readers, please contact us.

Thank You,

Sheriff Tony T. Manu

Bannock County Sheriff's Office

5800 S. 5th Ave.

Pocatello, Idaho 83204

(208) 236-7124

tonym@bannockcounty.gov alexh@bannockcounty.gov Chief Deputy Alex Hamilton

Office Of The Power County Sheriff

JOSHUA CAMPBELL SHERIFF

SECURITY BUILDING AMERICAN FALLS, IDAHO 83211 PHONE (208) 226-2311



April 30, 2025

Attn: Pocatello Mayor and City Council 911 N. 7th Ave Pocatello, ID 83201

Mayor and City Council Members,

The Power County Sheriff's Office is writing this letter to inform you of our support of the Pocatello Police Department in the effort to obtain and receive funding from Project Safe Neighborhood in purchasing two license plate readers to be placed in Power and Bannock Counties. On a national and local level, crimes related to gun and drug-related violence have increased. Thus, the Sheriff's Office supports Project Safe Neighborhood's goals of reducing said crimes.

The Power County Sheriff's Office works well with Pocatello Police, Bannock County Sheriff's Office and surrounding agencies and feel that by placing license plate readers in Power County and Bannock County it will directly impact this goal. By placing the license plate readers, it will greatly impact Southeast Idaho law enforcement agencies ability to identify and track vehicles and criminals who are engaged in criminal activity. The placement of the readers will enable law enforcement in Southeast Idaho to PROACTIVELY respond to violent crimes and to deter future crimes before it happens.

Sincerely,

Sheriff Joshua R. Campbell

Power County Sheriff's Office

550 Gifford Avenue

Doma

American Falls, ID 83211

(208) 226-2311

<u>icampbell@co.power.id.us</u> kkendall@co.power.id.us