



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

This agreement for Federal Fiscal Year (FFY) 2026 (October 1, 2025 – September 30, 2026) is made and enter into by and between: (Agency Name) _____, hereinafter referred to as “Contractor” and the Idaho Transportation Department Office of Highway Safety, hereinafter referred to as “OHS”
on the ____ day of _____, 20__.

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

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

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

It is, therefore, mutually agreed that:

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

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

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

11. Other Grant Requirements:

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

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

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

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

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

1. Reporting Requirements.

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

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

Idaho Clauses for Federal Aid and State Funded Contract Provisions

The following State and Federal Funded contract clauses apply to:

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

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

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

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

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

Name	
Title	
WebCar Account: Yes/No	
Phone	
Email Address	
Contractor Physical Address	
Warrant Mailing Address	
UEI <i>(Unique Entity Identifier)</i>	
*Benefit Percentage Rate for Overtime	
Parent Entity Name <i>(if applicable)</i>	

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

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

Name	
Title	
WebCar Account: Yes/No	
Phone	
Email Address	

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

Name	
Title	
WebCar Account: Yes/No	
Organization	
Phone	
Email Address	

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

Contractor's Agent

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

Print Name:

Title:

Date:

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

Josephine Middleton, Highway Safety Manager, ITD

Date: