

Executive Summary

To: Mayor Blad and City Council

From: Hannah Sanger, Science & Environment Administrator

Date: May 15, 2025 City Council meeting

Re: **The Land Group Consulting Contract**

Staff recommend that Council authorize the Mayor's signature on a contract for \$106,775 with The Land Group, subject to Legal Department review. These contract expenses are covered by the USFS Western States Fire Managers (WSFM) grant, administered through the Idaho Department of Lands, with a 20% match provided by staff time. (ACTION ITEM)

Grant funds will be used to design waterwise and firewise landscaping in the following areas (in accordance with City Council priorities):

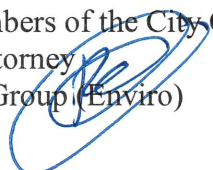
- Pocatello Creek Interchange
- Center/Clark interchange (west side)
- Northgate from interstate to round about
- S. 5th/4th and Pocatello Ave from Oak Street to Center Street
- S. 5th by the Pocatello sign/Chief sign

Public input will be gathered during the design process and the City Council will be presented with the final designs for review.

Additionally, once this design is complete, the City will solicit bids for implementation of at least part of the Pocatello Creek interchange project, depending on funding.

MEMORANDUM

TO: Brian C. Blad, Mayor; Members of the City Council
FROM: Rich Diehl, Deputy City Attorney
RE: Agreement with The Land Group (Enviro)
DATE: April 24 2025



I have reviewed the above-referenced Agreement and it meets with my approval for the Mayor's signature once so authorized by the Council. The City has entered into similar agreements in the past.

If you have any questions, please feel free to contact me.

SHORT FORM OF AGREEMENT BETWEEN CITY OF POCATELLO AND CONSULTANT FOR PROFESSIONAL SERVICES

This is an Agreement between the City of Pocatello, Idaho (Owner) and **The Land Group, Unique Entity Identifier: WZ9YW1148LB8**(Consultant).

Owner's Project, of which Consultant's services under this Agreement are a part, is generally identified as "**Pocatello Creek Interchange Landscaping Redesign for the City of Pocatello, ID**" (Project).

Consultant's services under this Agreement (Services) are generally identified as follows: **conduct a landscape design funded by the USDA USFS Western States Fire Managers Grant (Sub-awarded through the Idaho Department of Lands Grant Agreement No. 23WFM-Pocatello)**. Refer to **Attachment A, Consultant's Scope of Work**.

Owner and Consultant further agree as follows:

1.01 Services of Consultant

- A. Consultant shall provide or furnish the Services set forth in this Agreement as described in **Attachment A**, and any Additional Services authorized by Owner and consented to by Consultant.

2.01 Owner's Responsibilities

- A. Owner shall provide Consultant with existing Project-related information and data in Owner's possession and needed by Consultant for performance of Consultant's Services. Owner will advise the Consultant of Project-related information and data known to Owner but not in Owner's possession. Consultant may use and rely upon Owner-furnished information and data in performing its Services, subject to any express limitations applicable to the furnished items.
 - 1. Following Consultant's assessment of initially-available Project information and data, and upon Consultant's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Consultant to complete its Services; or, with consent of Consultant, Owner may authorize the Consultant to obtain or provide all or part of such additional information and data as Additional Services.
- B. Owner shall provide necessary direction and make decisions, including prompt review of Consultant's submittals, and carry out its other responsibilities in a timely manner so as not to delay Consultant's performance. Owner shall give prompt notice to Consultant whenever Owner observes or otherwise becomes aware of (1) any relevant, material defect or nonconformance in Consultant's Services, or (2) any development that affects the scope or time of performance of Consultant's Services.
- C. **GIS Data Availability:** The City will make available to the Consultant, at no cost, the necessary GIS data. This data will include, but not be limited to, parcels, rights-of-way, easements, road centerlines, curb, gutter and sidewalk, pavement limits, traffic signals, ITS infrastructure, sign locations, storm drain pipes, storm drain structures, sanitary sewer infrastructure, potable water infrastructure, bridges, water features/canals, contours, and aerial imagery.

1. GIS Data Restriction: Consultant agrees to restrict its use of the City's GIS data base information solely for the purpose of preparing information related to projects as specified in Exhibit A on behalf of the City.
2. GIS Data Security: Consultant agrees to secure the GIS data obtained from the City on a secure, non-public system. Consultant agrees to destroy any duplicated GIS data base information maintained by Consultant and to return any GIS data base information to the City upon completion of compiling digital information regarding projects done on behalf of the City.
3. GIS Data Usage Acknowledgments: Consultant acknowledges that some of the City's GIS data base information is subject to Homeland Security restrictions and agrees to limit its access to such information to its application to projects on behalf of the City. The parties agree that the copyright for information from the City's GIS shall remain the property of the City. Consultant agrees that no sale, copying, dissemination, or use other than specified herein of the GIS information is allowed without the written consent of the City.

3.01 Schedule for Rendering Services

- A. Consultant shall complete its Services within the following specific time period: See **Attachment A**. If no specific time period is indicated, Consultant shall complete its Services within a reasonable period of time.
- B. If, through no fault of Consultant, such periods of time or dates are changed, or the orderly and continuous progress of Consultant's Services is impaired, or Consultant's Services are delayed or suspended, then the time for completion of Consultant's Services, and the rates and amounts of Consultant's compensation, shall be adjusted equitably.

4.01 Invoices and Payments

- A. Invoices: Consultant shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.
- B. Payment: As compensation for Consultant providing or furnishing Services and Additional Services, Owner shall pay Consultant as set forth in this Paragraph 4.01, Invoices and Payments. If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Consultant in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.
- C. Failure to Pay: If Owner fails to make any payment due Consultant for Services, Additional Services, and expenses within 30 days after receipt of Consultant's invoice, then (1) the amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; (2) in addition Consultant may, after giving 7 days' written notice to Owner, suspend Services under this Agreement until Consultant has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges, and in such case Owner waives any and all claims against Consultant for any such suspension; and (3) if any payment due Consultant remains unpaid after 90 days, Consultant may terminate the Agreement for cause pursuant to Paragraph 5.01.A.2.
- D. Reimbursable Expenses: Consultant is entitled to reimbursement of expenses only if so indicated in Paragraph 4.01.E or 4.01.F. If so entitled, and unless expressly specified otherwise, the amounts payable to Consultant for reimbursement of expenses will be the Project-related internal expenses actually incurred or allocated by Consultant, plus all invoiced external

expenses allocable to the Project, including Consultant's subcontractor and subconsultant charges, with the external expenses multiplied by a factor of 1.1.

E. Basis of Payment

1. Consultant shall invoice City on a time and materials basis. Labor shall be based on the labor rates shown in Attachment A. The total contract shall be a fixed fee amount not to exceed the amount approved in the Scope of Work, shown in **Attachment A**.

- a. The portion of the compensation amount billed monthly for Consultant's Services will be based upon Consultant's effort actually completed during the billing period.

- 5.01 Additional Services: An additional services amount may be included in this Agreement. If so, the Owner will determine if additional services are required beyond the services outlined in Attachment A. When additional services are required the additional services amount of the Agreement will be utilized, and a subsequent Authorization will be issued. For Additional Services, Owner shall pay Consultant an amount equal to the cumulative hours charged in providing the Additional Services by Consultant's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services. Consultant's standard hourly rates are attached in **Attachment A**.

5.02 Termination

A. Termination for Cause

1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.
 - a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 5.01.A.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. In addition to its termination rights in Paragraph 5.01.A.1, Consultant may terminate this Agreement for cause upon 7 days' written notice (a) if Owner demands that Consultant furnish or perform services contrary to Consultant's responsibilities as a licensed professional, (b) if Consultant's services for the Project are delayed or suspended for more than 90 days for reasons beyond Consultant's control, (c) if payment due Consultant remains unpaid for 90 days, as set forth in Paragraph 4.01.C, or (d) as the result of the presence at the Site of undisclosed Constituents of Concern as set forth in Paragraph 6.01.I.
3. Consultant will have no liability to Owner on account of any termination by Consultant for cause.

- B. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Consultant's receipt of notice from Owner.

- C. Payments Upon Termination: In the event of any termination under Paragraph 5.01, Consultant will be entitled to invoice Owner and to receive full payment for all services performed or

furnished in accordance with this Agreement, and to reimbursement of expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of all deliverable documents, whether completed or under preparation, subject to the provisions of Paragraph 6.01.F, at Owner's sole risk.

1. If Owner has terminated the Agreement for cause and disputes Consultant's entitlement to compensation for services and reimbursement of expenses, then Consultant's entitlement to payment and Owner's rights to the use of the deliverable documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.
2. If Owner has terminated the Agreement for convenience, or if Consultant has terminated the Agreement for cause, then Consultant will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Consultant's subcontractors or subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Paragraph 4.01.F.

6.01 General Considerations

- A. The standard of care for all professional Consulting and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Consultant. Subject to the foregoing standard of care, Consultant may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Consultant shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Consultant have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to that Constructor's furnishing and performing of its work. Consultant shall not be responsible for the acts or omissions of any Constructor.
- C. Consultant neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Consultant's opinions of probable construction cost (if any) are to be made on the basis of Consultant's experience, qualifications, and general familiarity with the construction industry. However, because Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Consultant. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Consultant shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction

EJCDC® E-520, Short Form of Agreement Between Owner and Consultant for Professional Services.

Copyright ©2020 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineer. All rights reserved.

contract documents, other than those made by Consultant.

- F. All documents prepared or furnished by Consultant are instruments of service, and Consultant retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Consultant grants to Owner a limited license to use the deliverable documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Consultant of full payment due and owing for all Services and Additional Services relating to preparation of the deliverable documents, and subject to the following limitations:
1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Consultant, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Consultant;
 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Consultant, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Consultant or to its officers, directors, members, partners, agents, employees, and subconsultants;
 3. Owner shall indemnify and hold harmless Consultant and its officers, directors, members, partners, agents, employees, and subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Consultant; and
 4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Consultant agree to transmit, and accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. Waiver of Damages; Limitation of Liability: To the fullest extent permitted by law, Owner and Consultant (1) waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes, and (2) agree that Consultant's total liability to Owner under this Agreement shall be limited to the total amount of compensation received by Consultant.
- I. The parties acknowledge that Consultant's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Consultant or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Consultant may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Consultant agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute will be mediated. If mediation is unsuccessful, then the parties may exercise their rights

at law.

- K. This Agreement is to be governed by the laws of the state in which the Project is located.
- L. Consultant's Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

7.01 Definitions

- A. Constructor—Any person or entity (not including the Consultant, its employees, agents, representatives, subcontractors, and subconsultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. Constituent of Concern—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), lead based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to laws and regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8.01 Successors, Assigns, and Beneficiaries

A. Successors and Assigns

- 1. Owner and Consultant are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Consultant (and to the extent permitted by Paragraph 8.01.A.2 the assigns of Owner and Consultant) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- 2. Neither Owner nor Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

- B. Beneficiaries: Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Consultant to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Consultant and not for the benefit of any other party.

9.01 INSURANCE

- A. The Consultant, certifying it is an independent contractor licensed in the State of Idaho, shall acquire and maintain commercial general liability insurance in the amount of \$1,000,000.00 per occurrence, professional liability insurance in the amount of \$1,000,000.00, and worker compensation insurance in accordance with Idaho Law.
- B. The professional liability insurance coverage shall remain in force and effect for a minimum of one (1) year after acceptance of the construction project by the City (if applicable), otherwise for one (1) year after acceptance of the work by the City.
- C. Regarding workers' compensation insurance, the Consultant must provide either a certificate of workers' compensation insurance issued by an insurance company licensed to write workers' compensation insurance in the State of Idaho as evidence that the Consultant has a current Idaho workers' compensation insurance policy in effect, or an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Idaho Industrial Commission.
- D. The Consultant shall provide the City with certificates of insurance within ten (10) days of the Notice to Proceed.

9.02 NON-APPROPRIATION

- A. Notwithstanding anything in the contract documents to the contrary, any and all payments which the City is required to make under this contract shall be subject to appropriation or other availability of funds.

9.03 Total Agreement

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Consultant and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

9.04 Anti-Boycott Israel Act

- A. Contractor certifies that it is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of goods or services from Israel or territories under Israel's control. The terms "company" and "boycott Israel" shall have the meanings ascribed to them in Idaho Code § 67-2346.

9.05 Ownership or Operation by China

- A. Contractor certifies that it is not a company currently owned or operated by the government of China and will not for the duration of this Agreement be owned or operated by the government of China. The terms "company" and "government of China" shall have the meanings ascribed to them in Idaho Code § 67-2359.

Attachments: Attachment A Scope of Work and Consultant's Standard Hourly Rates
 Attachment B Grant Agreement No. 23WFM-Pocatello for the City of Pocatello's USDA USFS
 Western States Fire Managers Grant (Sub-awarded through the Idaho Department of Lands)

This Agreement's Effective Date is _____, 2025.

Owner:

City of Pocatello

By: _____
(Brian C. Blad)

Date: _____
(date signed)

Name: Brian C. Blad
(typed or printed)

Title: Mayor
(typed or printed)

Address for giving notices:

PO Box 4169

Pocatello, ID 83201

Consultant:

The Land Group
(name of organization)

By: _____
(authorized individual's signature)

Date: 22 APR 2025
(date signed)

Name: Doug Russell
(typed or printed)

Title: Principal
(typed or printed)

Address for giving notices:

462 E. Shore Drive

Eagle, ID 83616

Project Scope Elements – “Attachment A”

Include fee schedule



April 22, 2025

Hannah Sanger
City of Pocatello
911 N 7th Avenue
Pocatello, ID 83205

RE: Pocatello Interchange Landscape Redesign | Pocatello, ID
Proposal for Professional Services | PN 125018

Dear Hannah,

I am pleased to provide you with this scope of work and fee proposal for professional design services associated with the Pocatello Interchange Landscape Redesign for the City of Pocatello (Client). The Land Group (TLG) is excited to provide landscape architecture services for this project.

I. Project Description

This is a fuels reduction project to develop/establish green fuel breaks within interstate interchanges and road rights-of-way with a dual purpose: 1) to demonstrate sites that showcase locally adapted, low-water, fire resistive vegetation options, and 2) to provide fuel breaks that reduce risk of fire spread to adjoining developments.

The project includes seven sites located from the northern boundary of Pocatello to the southern boundary. These sites are located along the I-15 interchanges at Northgate, Pocatello Creek Rd, and Center Street interchanges, with three additional sites along City and Idaho Transportation Department (ITD) rights-of-way (ROWs) in town, which are currently planted in turf grass and annual forbs. The design and construction of the project will be funded from the WSFM grant program.

II. Scope of Services

Site Assessment and Schematic Design Task 1

TLG will perform an assessment of each site identified in Figure 1 and complete a comprehensive inventory of the existing vegetation and other conditions. Based on this assessment, TLG will recommend two design concepts for review that are compliant with ITD and City requirements.

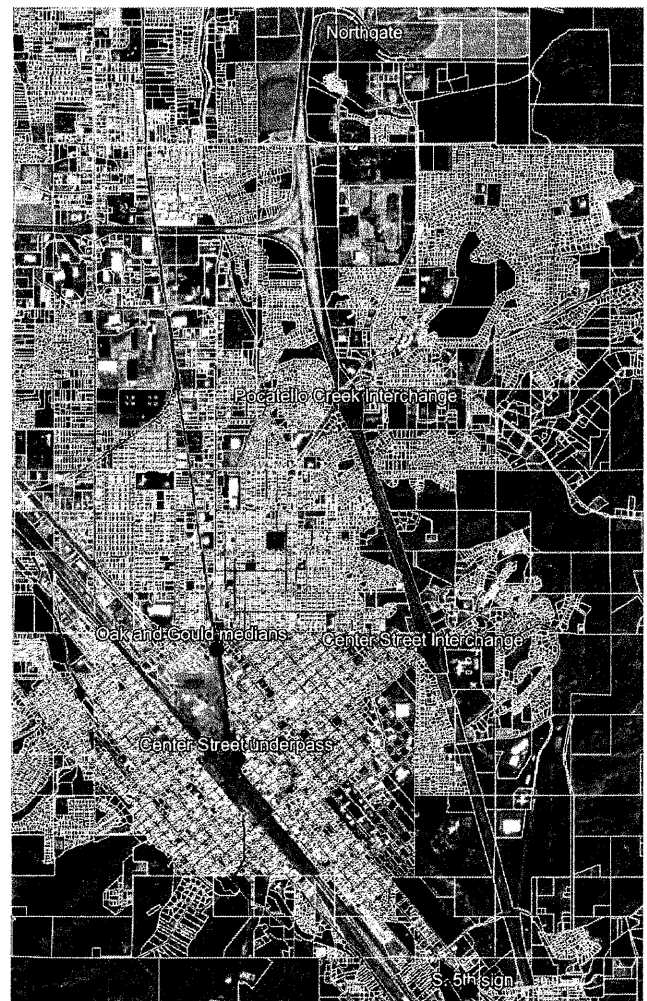


Figure 1: General project locations developed by the City of Pocatello

initials

Design Consultant and/or Owner Coordination Meeting at a maximum of (3) three meetings for Task 1.

Task Deliverables:

- Existing Site Conditions Assessment Memo (pdf).
- Two concept designs for each type of site, (the showier style (for interchanges) and the more understated style (for the more linear right-of-way sections)) to be determined at meeting with City.(pdf).
- Revised Conceptual Site Plan based on feedback from City regarding design options– site plan renderings and exhibits as needed (pdf).
- Preliminary cost estimate for desired concept.

Plant Research and Implementation Strategy

Task 2

TLG will conduct research on appropriate plants and work with Erika with CERE to consult on preferred plant species and soils. Erika will review the concept plans, the design development plans and final designs.

Firewise Consulting and Implementation Strategy

Task 3

During Task 3 TLG will conduct research Jerry McAdams with MC Fire on the best approach for beautification and fire wise management. Jerry will educate the design on best practices associated with fire wise and recommend ways to ensure we achieve this goal. Jerry will review the concept plans, the design development plans and final designs with final recommendations.

Public Outreach & Stakeholder Engagement

Task 4

During Task 4 TLG will work with the client to engage with the public and stakeholders including ITD and the Owner. This engagement will include a web survey to comment on the two concepts, draft article for the local newspaper, and meeting with ITD and other stakeholders. These presentations will be supplemented by (3) three coordination meetings with “client identified ‘critical City Staff.

TLG will provide the Client with a maximum (3) three media briefs and updates at critical design milestones for the purpose of keeping the public informed.

Task Deliverables:

- Existing Site Conditions and Conceptual Designs (pdf).
- (LIDAR Mapping, existing irrigation plans, utility GIS to be provided by the Client)
- Department Coordination Meeting Summaries (pdf).
- Milestone Media Brief & Updates (pdf).

Design Development

Task 5

Based on the schematic drawings, programming, public comments and site analysis, the Design Team will refine the plans. The Design Development-level drawings will show planting layout, irrigation plan, prospective sign locations, and areas to receive rock mulch in the future (if any). The plans will be reviewed and commented on by Erika Stewart (CERE), Jerry McAdams (MC Fire). The design team will submit the Design Development-level plans to the City and ITD for approval.

Statement of Probable Cost – A revised cost estimate for the landscaping of the six sites will be done for changes made during the design development phase. The Design team will make every effort to reflect the most current unit costs for construction; however, the Statement of probable cost is only for budgeting and cannot guarantee current market value.

Based on the preliminary findings from the Statement of Probable cost, TLG will recommend and develop a construction phasing plan that can be strategically implemented to manage budgets and seasonal timelines.

Coordinate and attend up to (3) three Design Consultant / Owner Coordination Meetings.

Task Deliverables:

- 50% Construction Drawings, Specifications, and Statement of Probable Cost (pdf).
- 100% Design Development Drawings, and Statement of Probable Costs Exhibits (pdf).

Final Design & Construction Documents

Task 6

Demo Plans – TLG will prepare plans showing the existing elements that are to be removed and what is to be retained and protected.

Site Layout & Material Plan – TLG will provide the final construction document site drawings and construction details.

Site Landscape & Irrigation Plans – TLG will prepare site landscape and irrigation plans in accordance with current industry standards and local agency requirements.

Stormwater Pollution Prevention Plans (SWPPP) – TLG will prepare SWPPP plans and reports in accordance with current industry standards and local agency requirements.

Specifications - TLG shall provide all required technical specifications site material, seeding, landscape and irrigation improvements.

Statement of Probable Cost – A revised cost estimate for the landscaping of the six sites will be done for any changes. The Design team will make every effort to reflect the most current unit costs for construction; however, the Statement of probable cost is only for budgeting and cannot guarantee current market value.

Maintenance Plan- An outline of ongoing required maintenance including irrigation schedule, fertilization schedule, tasks during establishment period, and long-term maintenance program.

Design Consultant Coordination Meeting at a maximum of (4) four meetings during Task .

Task Deliverables:

- 100% Permit Construction Drawings, Specifications, and Statement of Probable Costs (pdf).
- Recommended construction phasing plan if needed.
- Maintenance plan (pdf).

Bidding Assistance

Task 7

TLG will provide bidding assistance to competitively bid the proposed work for the Pocatello Creek Intersection site including participation in pre-bidding meetings and responding to bidder inquiries.

Permit Submittals – TLG will provide plan sets and specs to the Owner and agencies for review. We will address owner and agency comments as received.

Task Deliverables:

- Pre-bid Meeting Summary (pdf)
- Addenda Response (pdf).

Construction AdministrationTask 8

Construction Administration Services will include submittal review, RFI responses, pre-construction conference, change orders, shop drawings, site observations, final punch list, final completion observation, and final digital record drawings.

Owner-Architect-Contractor Meetings & Field Observations at a maximum of (eight) eight site visits to Pocatello Interchange project site.

Task Deliverables:

- Submittal & RFI Response.
- Field Observation Reports (pdf).
- Substantial Completion Punch List (pdf).
- Final Completion Letter (pdf).

III. Information Provided By Owner

- Any existing irrigation plans, City utility GIS, AutoCad, LiDAR, PDF drawings, and/or soil testing relevant to the project sites.

IV. Exclusions / Costs Not Included

This fee proposal is only for services specifically described above; however, The Land Group provides other professional services in addition to those described above. If it is deemed necessary by the owner for TLG to provide additional services, TLG shall provide an additional fee proposal for those requested services.

V. Reimbursable Expenses

The costs of reimbursable expenses including but not limited to plan copying, travel, per-diems, printing fees and vehicle mileage expenses shall be charged at cost plus 10%. A budget for the project is provided in the chart below:

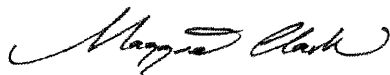
VI. Fees & Billing Terms

Scope of Work:	Fees:	Terms:
Task 1: Site Assessment & Schematic Design	\$17,850	T&M, NTE
Task 2: Plant Research and Implementation Strategy	\$2,200	T&M, NTE
Task 3: Firewise Consulting and Implementation Strategy	\$7,700	T&M, NTE
Task 4: Public Outreach & Stakeholder Engagement	\$5,775	T&M, NTE
Task 5: Design Development	\$21,000	T&M, NTE
Task 6: Construction Drawings	\$33,250	T&M, NTE
Task 7: Bidding for Pocatello Creek Intersection site only	\$5,250	T&M, NTE
Task 8: Construction Administration Pocatello Creek Intersection site only	\$8,750	T&M, NTE
Reimbursable Expense Estimate	\$5,000 budget	Cost +10%
	Total =\$106,775	

Items marked "Estimated Fee" will be billed on a time and materials basis in accordance with our Standard Hourly Rates.
 Items marked "Estimated Max" are a reimbursable expense allowance, which we anticipate will not exceed the stated amount.
 Items marked "T&M Budget" will be billed on a time and materials basis according to the budget described above.

Thank you again for the opportunity. Should you have any questions or need additional information, please contact me at any time.

Sincerely,



Maggie Clark, Project Manager

The Land Group, Inc.

Accepted By:

Client Signature

Maggie Clark, Landscape Architect

Printed Name & Title



SCHEDULE OF RATES

V2501

Civil Engineering

Principal Civil Engineer.....	\$220.00
Senior Civil Engineer	\$180.00
Professional Civil Engineer.....	\$165.00
Civil Design & Production.....	\$145.00

Landscape Architecture & Planning

Principal Landscape Architect.....	\$220.00
Senior Landscape Architect.....	\$180.00
Professional Landscape Architect	\$165.00
Landscape Architecture Design & Production	\$145.00
Principal Planner	\$220.00
Senior Planner	\$180.00
Professional Planner	\$165.00
Planning Assistant.....	\$145.00

Survey

Professional Land Surveyor.....	\$180.00
Survey Manager	\$165.00
2-Man Survey Crew.....	\$205.00
1-Man Survey Crew.....	\$170.00
Survey Technician	\$150.00
Drone Flight Crew	\$205.00

Graphic Design/Photography

Graphic Designer / Photographer.....	\$145.00
--------------------------------------	----------

Administrative/Other

Administrative / Clerical	\$105.00
Professional Expert Witness	\$335.00
IT Services	\$145.00

Reimbursable Expenses

Large Format Bond Black and White Printing.....	\$0.40 per square foot
Large Format Bond Color Printing	\$6.00 per square foot
Large Format Glossy Color Printing	\$12.00 per square foot
Mylar Printing	\$7.50 per square foot
Color Copies: 8 ½ x 11"	\$0.75 per ea
Color Copies: 11 x 17"	\$1.50 per ea
USB Flash Drive	\$10 per ea
Vehicle Mileage.....	per IRS rate
Courier	varies by destination
Property Corner Monument (Steel Pin).....	\$3.50 per ea
Survey Monument (Brass or Aluminum Cap)	\$12.00 per ea
Survey Hub & Lath	\$2.50 per ea

Exhibit B: Grant Agreement

MEMORANDUM OF UNDERSTANDING

Between

Idaho Department of Lands
And
City of Pocatello

This Memorandum of Understanding (MOU) between the Idaho Department of Lands and the City of Pocatello, hereinafter respectively referred to as IDL and GRANTEE, is intended to support the Pocatello Interchange Fire Adapted Fuel Breaks project. The purpose of this grant is to hire a project designer to create demonstration green fuel breaks, to include installation of water and fire adapted vegetation, and conduct wildfire mitigation work on non-federal lands within the project area of the City of Pocatello.

IDL, in cooperation with USDA Forest Service, agrees to reimburse the GRANTEE for allowable expenditures not to exceed the grant award amount of \$240,000. Funds are provided by Idaho Department of Lands in cooperation with the United States Department of Agriculture Forest Service (USDA-FS) as part of the National Fire Assistance Western Fire Managers (WFM) grant program which falls under the authority of the Cooperative Forestry Assistance Act of 1978, Public Law 95-313, as amended, through Federal Grant No. #23-DG-1101000-041. The Federal Assistance Listing (formally Catalog of Federal Domestic Assistance-CFDA) number and name are 10.664, Cooperative Forestry Assistance.

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

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

- 2 CFR Part 200—

<http://www.ecfr.gov/cgi-bin/text-idx?SID=9428273b8bb558c96bb4f2896b749be6&mc=true&node=pt2.1.200&rqn=div5>

- 2 CFR Part 400—

<http://www.ecfr.gov/cgi-bin/text-idx?SID=96ea75fd74bd92e1ff1744fc05f15e4f&node=pt2.1.400&rqn=div5>

The grant guidelines and conditions as set forth by the USDA-FS and IDL include the following:

PROJECT SPECIFIC TERMS

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

No changes to the project will be allowed (whether grant funded or part of GRANTEE's required match) unless the GRANTEE submits a written request for approval to this office before changes are made and at least 10 days prior to the grant end date, and this request is approved in writing by an authorized representative of IDL identified in this agreement. *NOTE: IDL is not obligated to fund changes not approved in this manner.*

Specific Project Scope Items to Be Completed Include:

See Reimbursement Terms section of MOU starting on page 4 for additional details regarding required documentation of activities and expenditures.

- a. **Overall project management**—develop contracts and or request for proposals; administer contracts; coordinate treatments with private landowners and implement practices (as specified below); and oversee/inspect and monitor all project components. Each acre will be considered “treated” only once—regardless of number of treatment activities employed on that acre.
- b. **Demonstration Fuelbreaks Plan**— procure services for the design/creation of a plan for demonstration fuelbreaks within the inter-state interchanges and other traffic arteries within the project area outlined in Appendix B.
 - i. Develop, solicit, and award a contract for design of fuel breaks following appropriate procurement policies for project area outlined in appendix B.
 - 1) Plan should include elements that provide for demonstration of wildfire risk reduction principles. Further, the plants selected should be in alignment— zone appropriate, low presence of volatile compounds, etc.—with those found in the Idaho Firewise plant recommendations list. Additionally, plant varieties selected within the plan should, when practical, be waterwise as well.
 - 2) Prior to finalization of the plan provide a copy to the project lead for review of required elements outlined in this agreement.
- c. **Installment / establishment of fuelbreaks** – Implementation of plan for the creation of demonstration fuel breaks on non-federal lands within the Pocatello Interchange Fire Adapted Fuel Breaks project area as identified on map in Appendix B.
 - i. Upon completion of plan and prior to implementation identify, in consultation with IDL project lead, how many and location of acres where project work will be completed.
 - ii. As needed, procure, and apply herbicide for the control of weeds and invasive species.
 - iii. Procure water and fire adapted appropriate vegetation and / or seed as identified within the Demonstration Fuelbreaks Plan.
 - iv. Install procured vegetation per plan.
 - 1) Manipulation of site is characteristics (i.e. grading, digging holes, etc.) is authorized, to achieve project objective of creating an “installed” demonstration fuelbreak(s).
 - v. If project work will occur outside of City administered lands enter into written agreements with landowners as outlined below in Hazard Fuel Reduction d.i.
- d. **Hazard Fuel Reduction**—All templates for or related to the landowner agreement will be provided to the IDL representative listed in this MOU for review in advance of use.

Only project areas in the County’s current County Wildfire Protection Plan (CWPP) shall be treated.

 - i. Enter into an official written agreement(s) with each landowner whose lands will be evaluated or treated under this MOU. (See Reimbursement Terms clause 4.f.iv on page 6 of this MOU for more details.) Agreements at minimum will include:

- 1) Authorization to access the property and or to conduct the work stipulated in the prescription
- 2) Treatment location (i.e., latitude/longitude, address or parcel number)
- 3) Number of acres to be treated
- 4) A written treatment prescription specific to landowner property and agreed to by landowner (see below clause for details)
- ii. Identify, develop prescriptions, flag and map treatment unit boundaries that are most beneficial for a community and favor seral and fire-resistant species.
 - 1) Prescriptions will outline what will be removed/reduced and the method to be utilized (mechanical, burning, etc.) and be documented in the signed agreement with the landowner. All dbh trees will be considered in order to meet the objective below.
 - a) Prescriptions will provide for the modification of fire behavior to reduce wildfire impact on non-federal lands during a wildfire event.
- iii. Treat hazardous fuels on approximately 35 footprint acres of non-federal lands within the Pocatello Interchange Firewise Fuel Breaks project area as identified on map in Appendix B
 - 1) Mechanical or hand treatment methods will be used to thin vegetation by removing standing, down and dead timber; removing ladder fuels by limbing/pruning; and thinning/removing underbrush. Slash will be utilized for firewood, chipped, or piled and burned as environmental and site conditions allow.
 - b) GRANTEE or its contractors (not the landowners) will handle all slash abatement directly within the grant time period.
- e. **Education**—In-person outreach to landowners will be conducted to augment on-the-ground treatments and to increase awareness of wildfire hazard in project areas—personal responsibility of fuels management, home hardening, and wildfire emergency evacuation—beyond what grant assistance can offer.
 - i. An **Activities Summary Form** provided by IDL (or equivalent) will be completed and include the date of initial face-to-face contact/wildfire event; name of individual landowner or wildfire event; and for wildfire specific education events, number of participants or contacts made. (Subsequent contacts with the same landowner are not to be counted as additional education outreach.)
2. **Grant Award Expiration:** This grant award and project period begins on the date of signature of this MOU by both parties and ends on **November 30, 2026**. All reimbursable expenditures and activities must occur within the project period. Time extension requests must be received by IDL in writing 10 business days prior to the project end date and be approved by IDL's authorized representative in writing by November 30, 2026, to be binding. Federal and state laws and regulations pertaining to grants, records, and auditing may remain enforceable longer. Local laws and regulations, which may be more restrictive, apply.
3. **Grant Fund Use Restrictions:** Construction and research and development activities are **ineligible** for funding. Capital expenditures or purchases of single items of equipment or supplies with a lifespan of one year or more and having a fair market value of over \$5,000 per unit are **not eligible** for funding. Funds can only be used for implementation of scope items as described on page 2.

4. **Sale of Commercial Products:** All revenue generated from sold products that are a direct result of grant activities will be used to match or off-set project costs. No grant monies may be used to create profit from commercial goods for GRANTEE, landowner or contractors. Those activities must also comply with all forest practice laws, rules and regulations (cited in clause 6 below). Landowners will be encouraged to complete commercial practices prior to hazard fuel treatment practices under this grant being conducted. (Refer to Reimbursement Terms Section clause 5 on page 6)
5. **State Laws, Rules, Policies and Guidelines:** The following must be adhered to and complied with by anyone doing work associated with this MOU.
 - a. Forest Practice and Hazard Fuel Laws and Rules. (Check with local fire managers as they may require more stringent standards to meet the local area needs.)
 - i. **Idaho Forestry Act and Fire Hazard Reduction Law**—Idaho Code, Title 38, Chapters 1 and 4,
<https://legislature.idaho.gov/statutesrules/idstat/Title38/T38CH1/> and
<https://legislature.idaho.gov/statutesrules/idstat/Title38/T38CH4/>
 - 1) Rules Pertaining to Forest Fire Protection—IDAPA 20.04.01
<https://adminrules.idaho.gov/rules/current/20/200401.pdf>
 - 2) Rules Pertaining to Idaho Forestry Act and Fire Hazard Reduction Laws—IDAPA 20.04.02 <https://adminrules.idaho.gov/rules/current/20/200402.pdf>
 - ii. **Idaho Forest Practices Act**—Idaho Code, Title 38, Chapter 13
<https://legislature.idaho.gov/statutesrules/idstat/Title38/T38CH13/>
 - 1) Rules Pertaining to the Idaho Forest Practices Act—IDAPA 20.02.01
<https://adminrules.idaho.gov/rules/current/20/200201.pdf>
 - 2) Information regarding Forest Practices Act Best Management Practices
www.idahoforestrybmps.org
 - b. **Forest Health Slash Guidance**—fresh pine slash should not be created during the months of December through mid-July. If slash is created between those months, the slash must be treated to avoid *Ips* bark beetle infestation. Chipping or masticating is the preferred treatment if slash cannot be burned before spring.
 - c. Forest Management and Health Guidance as detailed in Appendix C.
 - d. **Idaho Code Title 54, Chapter 19 Public Works Contractors**—Contractors must have a Public Works License appropriate for the value of the contract for any work on public lands.
 - e. **Build America, Buy America (OMB Memo M-22-11)**—Funds cannot be used for infrastructure unless certain requirements and preferences are met (see OMB Memo M-22-11 for details).
6. Grantee or its contractors subject to the Idaho Statute Title 38 must obtain and submit a Certification of Compliance—Fire Hazard Management Agreement—Notification of Forest Practice form and a Request for Variance (if needed) to IDL's Administrative Assistant in the Ririe Office of the Eastern Idaho Falls Supervisory Area IDL Office at 3563 Ririe Highway, Idaho Falls, ID 83401, 208-525-7167. Work on this hazard fuels reduction project will not begin until those forms are filed and approved.
7. **Hazardous Fuels Treatment Maintenance:** Funding through this MOU has been provided with the understanding that the treatment(s) will be maintained. Such maintenance activities will not be eligible for additional funding from IDL. The original treatment prescription should be followed for maintenance of the treatment(s) (see Appendix C).

8. **Performance Reports:** the GRANTEE shall submit annual performance reports unless a Progress Report/narrative was submitted with a reimbursement request during that period. If required, annual reports should be received by IDL by November 30 each year the grant is in effect. Performance reports shall include a narrative describing the work completed to date of the project with specific quantitative detail (i.e., acres treated, cost per acre or number of workshops conducted), as well as explain any barriers to timely project completion or cost overruns/high unit costs as applicable. GRANTEE will provide additional reporting information to IDL, as needed, for reports required by the federal funding source.

REIMBURSEMENT TERMS

1. IDL shall make payments to GRANTEE on a reimbursement basis only. There can be no advances. IDL will reimburse allowable costs for those project activities, approved within this MOU, or modifications approved by both parties in writing, not to exceed the award amount.
2. Up to 15% of grant funds may be held back until the entire project is satisfactorily completed and approved by IDL.
3. **Indirect Cost Rate:** The GRANTEE has elected to charge a de minimis rate of 10% of modified total direct costs (MTDC) for indirect as per 2 CFR §§200.1 and 200.414 and associated Appendices. If GRANTEE chooses not to seek full reimbursement of their allowed rate, the difference can be counted toward the required minimum match for the grant.

4. Requests for reimbursement payments can be submitted no more often than monthly but must be done at least annually. Each request will include a narrative summary of progress based on work completed in that billing period, an official reimbursement request form and supporting documentation of expenditures to be reimbursed, and applicant match (as per section 4 c below). GRANTEE will submit reimbursement request package via:

Email: Reimbursements.FAB@idl.idaho.gov

- a. Project costs must be documented on the **Reimbursement Request Form** provided by IDL. Documentation supporting all project costs submitted for reimbursement must accompany request. Copies of detailed, itemized and paid invoice/receipt (and payment proof such as check numbers) are required for all reimbursable expenses. Invoices at minimum should specify the date and type of activity; quantity and rate thereof; and location (if a treatment).
- b. Any GRANTEE claiming reimbursement for employees' time for work on this project must follow strict federal time recording requirements as specified in all OMB Circulars applicable to GRANTEE's organization. Personnel being paid with federal grant funds (even when passed through a state agency) must document 100% of their actual individual paid time and effort and attribute it to specific projects. These personnel activity reports or equivalent, which include both grant funded activities and non-grant activities should be maintained by GRANTEE and made available if audited.
 - i. For reimbursement, GRANTEE must submit enclosed **Grant Recipient Labor Worksheet** or equivalent that records the actual amount of time for each day that each person spent on this specific grant project for which reimbursement is sought. The documentation needs to be signed by the staff person or supervisor aware of the work activities.
- c. A minimum of 10% cash or in-kind match is required for this grant. Document and report cash expenditures and in-kind contributions used to meet this requirement when submitting reimbursement requests. The form on the backside of the **Reimbursement Request Form** or equivalent can be used for this purpose. If any or all the required minimum match is provided

by an individual or entity other than GRANTEE, additional supporting signed documentation will be required.

- d. An IDL **Progress Report** describing the work completed during the report period must be included with each reimbursement request. Detail what was accomplished over what period of time and by whom.
- e. All grant funded project activities and accomplishments (i.e., pre-commercial thinning or hazard fuel limbing, thinning or reduction) associated with the current reimbursement request must be reported at the time of its submission to IDL by populating the **IDL GIS Federal Grant Database**. (Access to the on-line portal will be arranged by IDL.) Only fully completed activities (including slash mitigation) that have been reimbursed or are being sought for reimbursement in the current request are to be populated in the **IDL GIS Federal Grant Database**. The responsibility for the completeness and accuracy of all data entered lies with the GRANTEE.
- f. Include with each reimbursement request:
 - i. A map of treated acres being sought for reimbursement if individual units are not fully treated (e.g., slash is unmitigated) and therefore not yet entered in to the **IDL GIS Federal Grant Database**. Treatment units should have a unique identifier that correlates to the landowner agreement, contractor invoices, etc. and is reflected on the map and a separate list if needed for clarity.
 - 1) Delineate treatment unit(s) on map with a polygon, line or point that shows location of the unit(s) and number of treated acres by unit, and the unique map id.
 - ii. An **Activities Summary Form** provided by IDL (or equivalent) to document initial in-person landowner education contacts/wildfire events and future project planning activities to-date of reimbursement request period, as specified in Project Specific Terms section of this MOU.
 - iii. Before and after photos of project
 - iv. Copies of the agreements, between GRANTEE and individual landowners whose properties are being treated with grant funds, that:
 - 1) State the legal boundaries of the property as determined by landowner
 - 2) Authorize GRANTEE and IDL and their contractors or representatives access to the property as needed to assess conditions; develop, conduct, inspect treatments; and confirm maintenance
 - 3) Include treatment prescription (see Project Specific Terms clause 1.b. on page 2)
 - 4) Authorize work as defined in agreement to be done on landowner property (specify quantity of work e.g. number of acres to be treated or assessed)
 - 5) Specify what work, if any, will be the landowner's responsibility to complete, the plan to maintain the fuel modification (usually for a minimum of 10 years), and any other landowner requirements i.e., match, tax on personal gain from income etc.
- g. Copies of deliverables, such as pamphlets, articles, web posts, etc. must be included with final reimbursement request or when GRANTEE requests reimbursement for expenses associated with deliverable (whichever occurs first).

5. Income generated directly from grant-funded activity, such as the sale of waste wood or workshop registration fees will be deducted from the amount reimbursed by IDL under this grant. If you are unclear whether your activity falls into this category, contact, IDL Grants/Contracts Officer, Megan Johnson. Income may be invested in additional treatment work with approval of authorized IDL representative. (See Project Specific Term clause 5 on page 3.)
6. **Final grant reimbursement request must be received no later than December 31, 2026.** Funds not claimed by the GRANTEE by this date will be forfeited, unless IDL 's authorized representative extends the reimbursement period in writing.
 - a. The project will not be considered complete nor approved for final payment until:
 - i. All work agreed to in this MOU (or subsequently agreed to by both parties in writing) is satisfactorily completed and approved by IDL's authorized representative
 - ii. An IDL ***Final Progress Report*** summarizing overall project accomplishments is received and approved by IDL's authorized representative. The report should include quantification of accomplishments in relationship to this MOU's project scope and objectives. If any aspects were not accomplished, then reason for such should be provided. Also, any challenges encountered and how addressed, if applicable should be included. This report may be used by IDL to promote grant program accomplishments to funding source or the public.
 - iii. The ***IDL GIS Federal Grant Database*** is populated with all grant funded project accomplishments and a final ***Activities Summary Form(s)*** is received by IDL as specified in Project Specific Terms section of this MOU.
 - iv. Before and after photos of the project site are received by IDL
 - v. Copies of all deliverables are received by IDL
 - vi. Slash or other debris created by treatments has been burned, chipped, or removed from the property where the work was performed so as to comply with Idaho Statute Title 38.
7. IDL may request additional information, review, inspect and audit the completed work before reimbursement request(s) are paid.

GENERAL TERMS

1. **Subawarding or Subgranting:** GRANTEE will not provide (sub) grants with funds received through this MOU. This prohibition includes direct payments to individual landowners.
2. **Contract and Purchasing:** All purchases of goods and services under this grant must be competitively procured in compliance with applicable federal and state laws and regulations and conveyed through a signed written agreement between the parties. Specifically, compliance with federal procurement standards 2 CFR §§200.318 through 200.327, ***IDAPA 38 Title 05 Chapter 01—Rules of Division of Purchasing*** (by state agencies) and ***Idaho Code Title 67, Chapter 28—Purchasing by Political Subdivisions*** (by city/county governments) is required. Provisions of federal or local laws and regulations, as well as GRANTEE policies, which may be more restrictive, also apply.
3. **Suspension and Debarment:** GRANTEE agrees that no vendor or contractor debarred or suspended from being able to work under a federal grant, according to the terms of 2 CFR Part 180, will receive funds under this MOU.

4. Costs associated with the project and approved in advance by IDL for travel, lodging and meals cannot exceed Idaho State and/or Federal rates for these expenditures. If costs will be higher, GRANTEE will request prior approval with justification before incurring these expenses. IDL will determine if requested costs are reasonable and appropriate.
5. All printed, electronic, or audiovisual materials (including on-line postings and press releases) developed or produced for public distribution or publication under this Agreement must:

- a. Be pre-approved by IDL's authorized representative prior to posting, duplication, publication and dissemination
- b. Include the following nondiscrimination statement in full for any materials funded with grant dollars:

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

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

To file a program discrimination complaint, a complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form, which can be obtained online at <https://www.ocio.usda.gov/document/ad-3027>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

- (1) Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue SW, Washington, D.C. 20250-9410; or*
- (2) Fax: (833) 256-1665 or (202) 690-7442; or*
- (3) Email: program.intake@usda.gov.*

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

- c. Acknowledge the funding source with a written or verbal statement, which provides credit such as: "This project is funded in part by the Idaho Department of Lands in cooperation with the USDA Forest Service."
6. **Use of U.S. Forest Service Insignia:** Permission, in writing, must be granted from the U.S. Forest Service's Office of Communications to use the insignia on any published media, such as a webpage, printed publication, or audiovisual production. GRANTEE will consult with IDL regarding appropriate contact and process for obtaining permission.

7. **Right to Copyright:** GRANTEE may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award. IDL and the USDA Forest Service reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for its or the Federal government's purposes, and to authorize others to do so. IDL's and the USDA Forest Service rights cited above also apply to other intangible property and to data produced under this award.
8. **Legal Authority:** The GRANTEE shall have the legal authority to receive a grant and enter into this award, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes having sufficient funds to pay the nonfederal share of project costs, when applicable.
9. **Authoritative Identifier:** A current and active Unique Entity ID number must be provided to IDL for GRANTEE to receive funding through this MOU. GRANTEE should maintain a registration with the System for Award Management (SAM) during the life of this agreement.
10. **Notifications:**
 - a. The GRANTEE shall immediately notify IDL in writing of developments that have a significant impact on the activities supported under this grant. Also, notification shall be given in case of problems, delays or adverse conditions that materially impair the ability to meet the objectives of the agreement. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.
 - b. The GRANTEE shall immediately inform IDL if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should the GRANTEE or any of their principals receive a transmittal letter or other official federal notice of debarment or suspension, they shall notify IDL without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
 - c. GRANTEE agrees to immediately notify IDL if an employee associated with this grant project is convicted of a drug violation in the workplace. Notification must be in writing, identify the employee's position title, and the grant number of each MOU which the employee worked. The notification must be sent to IDL Program Manager within 10 calendar days after the GRANTEE learns of the conviction.
 - d. GRANTEE shall notify IDL of any changes to key positions and personnel (i.e., authorized GRANTEE representative and/or primary decision makers on project
11. **Eligible Workers:** The GRANTEE shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324(a)). The GRANTEE shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental instruments awarded under this award.
12. **Trafficking in Persons:** GRANTEE agrees that this award is subject to Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104 (g)). Violations and or failure to report violations can cause this award to be unilaterally terminated without penalty. For more details, see Appendix D.
13. **Transparency Act:** GRANTEE may need to provide information on this subaward and the compensation of its executives and understands that such information may be reported by IDL as required by the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of Public Law 110-252.

14. **Members of U.S. Congress:** Pursuant to 41 U.S.C. 22 no United States member of, or United States delegate to, Congress shall be admitted to any share or part of this award, or benefits that may arise there from, either directly or indirectly.
15. **Financial and Field Audits:** GRANTEE agrees to permit audits and post-audits by representatives of the State of Idaho, the USDA Forest Service, Inspectors General, and Comptroller General or their representatives, of the project sites and all records pertaining to the project covered by this MOU and access to personnel for discussion related to such documents. Records must be kept for a minimum of three (3) years after completion date of the project or until any litigation, claim, negotiation, audit or other action started before the expiration date is resolved (whichever is later.) GRANTEE's internal retention policies, which may be longer, also apply. Allowed access is not limited to the required retention period, but lasts as long as the records are retained.

Financial Contact:

Idaho Department of Lands

Jamie Baker
Fiscal Department
3284 W. Industrial Loop
Coeur d' Alene, ID 83815
208-769-1525 / 208-769-1524 (f)
jbaker@idl.idaho.gov

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

Idaho Department of Lands

Tyre Holfeltz
Fire Prevention & Risk Program Manager
3284 W. Industrial Loop
Coeur d' Alene, ID 83815
208-666-8653 / 208-769-1524 (f)
tholfeltz@idl.idaho.gov

City of Pocatello

Hannah Sanger
Science and Environment Division Manager
P.O. Box 4169
Pocatello, ID 83205
208-234-6518 / 208-705-6360 (c)
hsanger@pocatello.gov

Megan Johnson
Grants/Contracts Officer
(for Reimbursement & Reporting questions)
3284 W. Industrial Loop
Coeur d'Alene, ID 83815
208-666-8622 / 208-769-1524 (f)
mjohnson@idl.idaho.gov

17. Failure to comply with the proposal/application or to meet the requirements herein may result in grant cancellation or the retention of grant funds by IDL. Misrepresentation of fact in the proposal/application or an accomplishment report may result in the revocation of the grant. IDL may require grant moneys already dispensed be returned. The responsibility lies with the GRANTEE to administer the program honestly and effectively, as the GRANTEE will be liable for any misappropriation or misuse of funds. If the project no longer effectuates the program goals or agency priorities, the MOU may be terminated in whole or in part. Note if there is a conflict between the proposal/application previously submitted to IDL and this MOU, this MOU takes precedence.
18. The GRANTEE shall comply with all Federal and State statutes relating to nondiscrimination and all applicable requirements of all other State and Federal Laws, Executive Orders, regulations, and

policies. The GRANTEE assures that state and federal laws and certifications/policies are in place and adhered to including the following:

- a. Civil Rights—policies and practices of non-discrimination
 - b. Promoting Free Speech and Religions Freedom
 - c. Debarment and Suspension—no vendor or contractor debarred or suspended from being able to work under a federal grant will receive any money under this grant project. (The System for Award Management (www.SAM.gov) maintains the list of individuals and businesses that are not to receive federal funding.)
 - d. Drug-Free/Smoke-Free Workplace
 - e. Lobbying—no grant funds will be used for lobbying to influence legislation
 - f. Avoidance of Conflict of Interest
 - g. Prohibition Against Using Funds with Entities Requiring Internal Confidentiality Agreements
 - h. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (see 2 CFR 200.216 and Public Law 115-232, Section 889 for additional information)
 - i. Whistleblower Protection (see 41 U.S.C. §4712 for additional information)
19. **Freedom of Information Act (FOIA):** Public access to grant or agreement records shall not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to “Freedom of Information” regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 315(e). Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2009 Farm Bill).
20. **Non-Liability:** The United States and IDL shall not be liable to GRANTEE for any costs, damages, claims, liabilities, and judgments that arise in connection with the performance of work under this award, including damage to any property owned by the GRANTEE or any third party.

21. The sections of this MOU are presumed severable. If any section, or part thereof, or the application of any section to any person or circumstance is declared invalid, that invalidity does not affect the validity of any remaining sections.

AGREED:

GRANTEE



Authorized City of Pocatello Official Signature

Brian C. Blad

Print Name

Mayor

Title

Date

5-2-2024

C1H5KKGYA7F8

GRANTEE's Active Unique Entity ID (SAM) #

AGREED:

Idaho Department of Lands



IDL Authorized Signature

Craig Foss

Print Name

Division Administrator, Forestry & Fire

Title

Date

5/7/24

This Institution is an equal opportunity provider.

ADMINISTRATIVE APPENDIX

Project Budget Estimate Information**PROJECT COSTS**

(Add rows within sections as needed, see instructions at page bottom.)

PROJECT EXPENSE DESCRIPTION	# UNITS & RATE	GRANT FUNDS REQUESTED	MATCH (Minimum 10% Cash or In-kind Required)	TOTAL
PERSONNEL EXPENSES (List position titles, i.e. City Forester, Project Manager etc. and include benefits in wage rate)				
Project Manager	220 Hrs @ \$50 Per Hr		\$11,000.00	\$11,000.00
Project Implementation	200 Hrs @ \$32 Per Hr		\$6,400.00	\$6,400.00
				\$0.00
				\$0.00
				\$0.00
Total Personnel Expenses		\$0.00	\$17,400.00	\$17,400.00
OPERATING EXPENDITURES (Specify operating expenses, i.e. pick-up rental, travel, trees, mulch, office supplies etc.)				
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Total Operating Expenses		\$0.00	\$0.00	\$0.00
CONTRACTED PROFESSIONAL SERVICES (Specify service contracted, i.e. thinning, graphic design, consultant, tree planting etc.)				
Contracted Project Designer	50 Acres @ \$2,000 / Acre	\$100,000.00		\$100,000.00
HFT Contractors	35 Acres @ \$3,860 / Acre	\$140,000.00		\$140,000.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Total Contracted Expenses		\$240,000.00	\$0.00	\$240,000.00
Total Indirect (calculated based on % of direct expenses)- % rate =	% rate= 10%		\$6,740.00	\$6,740.00
TOTAL PROJECT COSTS		\$240,000.00	\$24,140.00	\$264,140.00

Verification of Grand Totals

\$240,000.00

\$24,140.00

\$264,140.00

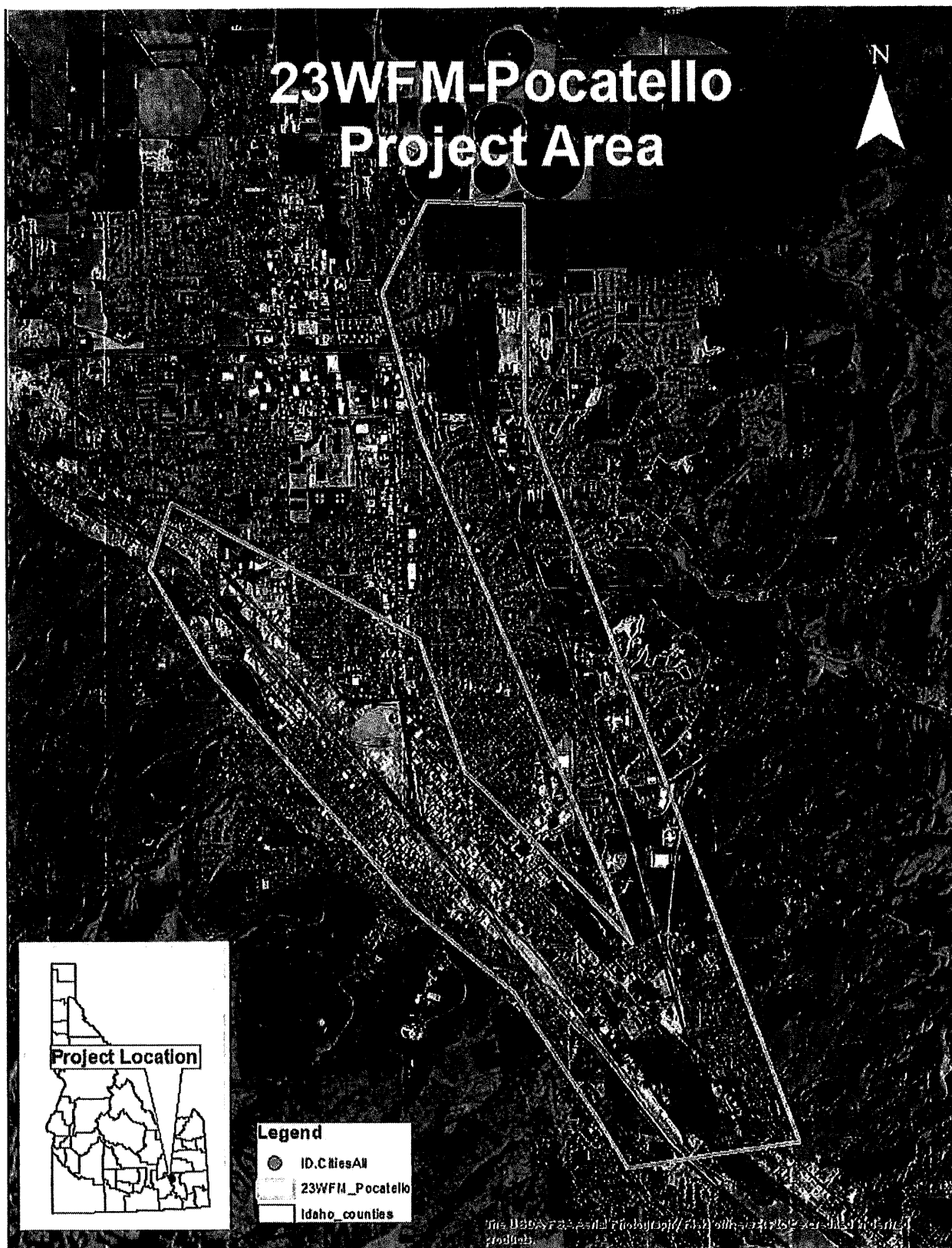
Difference between Grant Totals

\$0.00

\$0.00

\$0.00

NOTE: Difference totals must equal \$0.00 for budget to be correct & accepted.



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

FOREST MANAGEMENT CONSIDERATIONS & FOREST HEALTH GUIDANCE

PREScription

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

THINNING

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

Desirable Leave Tree Characteristics

Select leave trees with the following desirable characteristics:

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

PRUNING

White Pine

- The most common path of infection of white pine from blister rust is through the lower limbs on young trees. Pruning the lower limbs from the bole of young trees can minimize the susceptibility of western white pine to infection from blister rust.
- Prune all selected white pine 8 feet and greater in height that are free of blister rust infection or that have no bole canker or branch cankers less than 6 inches from the bole. Prune all branches up to 50% of the height of the tree to a maximum height of 8' and remove needles from the bole. Cut branches to within ¼ inch of the limb collar with hand pruning shears, loppers or handsaws. Do not damage the bole of the tree or the retained limbs in the pruning operation.
- Additional information can be obtained from IDL.

Mixed Species

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

SLASH MANAGEMENT

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

Forest Health Protection

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

MAINTENANCE OF SHADED FUELBREAKS

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

PLANTING

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

Forestlands (typically conifers)

<https://www.idl.idaho.gov/wp-content/uploads/sites/2/2021/09/FM-7.pdf>

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

http://www.nrcs.usda.gov/Internet/FSE_PLANTMATERIALS/publications/idpmstn10797.pdf

Willow and Cottonwood Plantings

http://www.nrcs.usda.gov/Internet/FSE_PLANTMATERIALS/publications/idpmctn7064.pdf

Riparian Restoration Planting

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

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

Conduct a walk-through of the thinned area to determine the condition of the residual crop trees, and to document any insect/disease problems, animal damage, wind/snow damage, sun-scalding, and the condition of thinning slash.

Conduct a survival survey of planted areas. Install enough plots to determine that average number of live trees/acre meets the prescription specifications, planting objective, and FPA rules.

CONTINUED ON NEXT PAGE

After the Fifth Year

Conduct a formal survey with plots installed to determine species composition, and average heights and diameters along with radial increment growth rates since thinning occurred. Other items such as condition of thinning slash deterioration, and mortality of leave trees should be noted and documented in follow-up inspection reports (s).

Conduct a walk-through of planted areas to determine tree survival and document any insect/disease problems, animal damage, excessive weed competition, and wind/snow damage.

**RE: TRAFFICKING VICTIMS PROTECTION ACT OF 2000,
AS AMENDED (22 U.S.C. 7104)**

APPENDIX D

TRAFFICKING IN PERSONS

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