

TO: Mayor Blad  
City Council

FROM: Christine Howe, Grants Manager – Planning & Development Services Department  
Brent McLane, Director – Planning & Development Services

DATE: July 17, 2025 City Council Meeting

RE: Professional Services Agreement – Kirk Huffaker Preservation Strategies

Council may wish to accept the recommendations of staff and approve a professional services agreement between the City of Pocatello and Kirk Huffaker Preservation Strategies for Section 106 review and compliance regulations for the property at 429 Washington Ave., and authorize the Mayor's signature on all pertinent documents, subject to Legal Department review.

As part of the investigation and research on the potential use of Housing Trust Funds on the property, the City is required to complete an Environmental Review following HUD guidelines. This includes a Section 106 review from the State Historic Preservation Office (SHPO). SHPO has requested a qualified architectural historian complete an evaluation of the historic resource to establish a finding of effect based on this evaluation.

The total agreement is \$6,467.50 and would be funded through the Grant Division Professional Services budget.

If you have questions or would like more information, please do not hesitate to contact Christine Howe at [chowe@pocatello.gov](mailto:chowe@pocatello.gov).

## MEMORANDUM

TO: Mayor Blad and City Council

FROM: Jared Johnson, City Attorney 

DATE: July 10, 2025

RE: Consultant Agreement for Professional Services

I have reviewed the proposed Consultant Agreement for Professional Services from Kirk Huffaker Preservation Strategies for work pertaining to city property located at 429 Washington Avenue. I have no legal concerns with Mayor Blad signing this document once so authorized by the City Council.

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

## STANDARD TERMS FOR AGREEMENTS.

### **Amendment and Termination**

Either Kirk Huffaker Preservation Strategies (KHPS) or its Client (as listed within any Contract or Agreement) may terminate an Agreement (or Contract) without cause. If mutually agreed by both parties, any Amendment can amend the original Agreement provided the mutual amendment is documented in writing. In the event this Agreement is terminated and the services are priced on a fixed fee basis, KHPS shall be entitled to payment from Client based on the percentage of work completed, as reasonably estimated by KHPS, plus any direct costs incurred prior to termination. In the event this Agreement is terminated and the services are priced on a time and materials (Hourly) basis (with or without a not-to-exceed limit), KHPS shall be entitled to reimbursement for the number of hours worked at the applicable rate and any direct costs incurred prior to termination. All provisions of this Agreement that expressly or by their nature continue in effect (such as warranties and remedy limitations) shall survive termination.

### **Business Licenses**

KHPS maintains an active business license to operate from its location in Salt Lake City, Utah. State registrations are also maintained where KHPS is active. A copy of any or all registrations is available upon request.

### **Delays**

Where KHPS has agreed to or provided an estimated completion date for execution of the Scope of Services, it shall make a reasonable and good faith effort to complete the services prior to or on that date subject to Client's compliance with this Agreement and other factors beyond its control. KHPS is not responsible for delays or other circumstances caused by the unavailability of third-party services, delays in government approvals, or other factors beyond its reasonable control.

### **Expertise**

Any maps or similar materials provided by KHPS are for illustration purposes only and shall not be relied on as legal land surveys. No opinions are intended to be expressed by KHPS for matters that require design, engineering, financial, or legal expertise or other specialized knowledge beyond that customarily possessed by similarly qualified historic preservation consulting companies or individuals.

### **Expiration**

All Agreements expire thirty (30) days after final payment is received for services rendered. Following expiration, engagement with KHPS can be maintained as an hourly fee until such time that a new Agreement is agreed upon.

### **Insurance**

KHPS maintains active business insurance for liability and errors and omissions. A Client must request to be listed as an additional insured or require it as a contractual term. Workers Compensation insurance is also maintained by KHPS. More information about insurance or certificates are available upon request.

### **Non-Discrimination**

KHPS does not discriminate or allow subconsultants or individuals under its control to discriminate in violation of the Rehabilitation Act, 29 U.S.C. § 793, the Vietnam Era Readjustment Assistance Act, 38 U.S. C. § 4212 or Executive Order 11246 or similar requirements, or against individuals based on accessibility, race, gender, religion, or sexual orientation to the extent required, and takes affirmative action to employ and advance in employment any qualified individual.

### **Non-Distribution**

Any proposal is provided to the Client and the Client's direct associates for the purpose of negotiation and arranging for a formal contractual relationship. The proposal, in whole or in part, shall not be shared with anyone outside the Client's immediate company and/or team or it will be considered a violation of the terms of the agreement.

### **Non-payment Penalty**

Payment for invoices is due within thirty (30) days of being issued. The Client may negotiate a different billing structure if that facilitates a better payment schedule for the Client. Invoices past due more than thirty (30) days may be subject to a late fee of \$50.00 per month. If non-payment continues past an unreasonable period, KHPS may pursue any legal remedy available to collect.

### **Payment**

For work performed under an hourly agreement, time is tracked at a minimum of fifteen (15) minute increments. Billing is conducted monthly and all payments are due within thirty (30) days. Invoices will be billed monthly based on percentage of task completion, and will be due within thirty (30) days of billing. If changes to the proposed or accepted

Scope of Services or Compensation and Payment are required, the Consultant will inform the Client to seek approval to extend the Agreement or conclude the work.

### **Provision and Confidentiality of Information**

Client agrees to cooperate with and provide information to KHPS as necessary for the execution of the Scope of Services. Client agrees to comply with all applicable laws regarding the confidentiality of environmental data and all other applicable laws and requirements in connection with this Agreement. KHPS agrees to treat as confidential, information identified by the Client as such in writing, subject to applicable laws. The Client's primary identified contact(s) shall have complete authority on behalf of the Client with respect to this Agreement and the Scope of Services, including the authority to provide or obtain any necessary information and approvals, and KHPS may rely on such authority.

### **Relationship; Authority**

The relationship of the parties hereunder is that of independent contractors and not principal-agent, partners, or otherwise. Except as expressly provided under this Agreement, neither party shall have any authority to act on behalf of or bind the other party. Only KHPS's Principal shall be authorized to bind KHPS.

### **Subcontractors**

KHPS reserves the right to hire employees and/or subcontractors to perform work under the direction of the Principal in order to provide products according to the agreed-upon fee and schedule. In no way, shall a subcontractor's work justify a sacrifice in product quality or communication responsiveness to the Client.

### **Warranty**

KHPS warrants that the services performed by its principals, employees, and subcontractors will be performed substantially in conformance with the standard of care observed by similarly situated companies providing services under similar conditions.

KHPS hereby warrants that it is qualified to assume the responsibilities and render the services described herein, and has all requisite authority to perform such duties as required by law.

In the event of a breach of the foregoing warranty, KHPS's sole obligation shall be to use commercially reasonable efforts to re-perform the services in compliance with such warranty, if possible, or at KHPS's option, refund the fees paid by the Client for the

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applicable services. Except for the foregoing warranty, the services and information provided under this Agreement are provided 'as-is' and KHPS disclaims to the maximum extent permitted by law all warranties relating to such services and information including any implied warranties of merchantability or fitness for a particular purpose. Client understands that for various reasons investigations by KHPS may not uncover all relevant information and that reports generated by KHPS may rely of various third-party information that KHPS may assume to be accurate without independent verification.

KHPS will make best efforts to successfully achieve the desired end results of the Client by faithfully and diligently executing the above Scope of Services according to the Schedule. However, by providing the above listed professional services, KHPS in no way warranties or guarantees that the outcome guarantees future funding, financial benefit, establishment or implementation of a new programs, historic designation(s), and/or tax credit certification.

## **CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES**

Section 106 Compliance Evaluation for  
429 Washington Ave., Pocatello

This Agreement is entered into by the undersigned parties on the effective date to provide professional services. It has been provided by Kirk Huffaker Preservation Strategies (KHPS) to the City of Pocatello (City) on June 23, 2025. The City's information is as follows:

City/Project Manager: Christine Howe, Grants Manager  
Grants Manager, Planning & Development Services  
[chowe@pocatello.gov](mailto:chowe@pocatello.gov)  
(208) 234-6186

### Project Understanding

The City is considering utilizing funding from the U.S. Department of Housing and Urban Development (HUD) to build affordable housing on the site. That funding requires compliance with Section 106 of the National Historic Preservation Act. KHPS is being considered to prepare a report on the site to submit to SHPO for review and comment.

### Scope of Services

The City has requested that KHPS perform work that will meet compliance regulations under Section 106 of the National Historic Preservation Act for the property at 429 Washington Ave., Pocatello, Bannock County, Idaho.

KHPS will provide an evaluation of the historic resource(s) and a finding of effect based on that evaluation and the proposed project. The report will describe the site's significance, character-defining architectural features, and finding of effect (No Effect, No Adverse Effect, or Adverse Effect). This report will meet SHPO standards, clearly communicate the evaluation of the historic resource(s) and finding of effect. The report will include the following:

- 1) Brief historic context and significance
- 2) Project area photographs

- 3) Description and evaluation of current historic resources
- 4) Determination of effect
- 5) Appendix that includes a current site plan and additional photographs

Upon reading the report, SHPO will determine if your resources are historically significant and eligible to the NRHP. This determination is not arbitrary. It is based on specific National Register criteria for age, integrity, and historic association. Then, they will determine if they concur with the final determination of effect in the report and issue a finding of effect letter to the City.

### **Products**

All final (Adobe) and native (MS Word) products, including digital files of research and photographs, become the property of the City at the conclusion of the project.

### **Schedule**

The City has requested that the report be delivered by July 3, 2025.

### **Fee**

KHPS can complete the Scope of Work according to the Schedule for a fee of \$6,467.50 inclusive of professional time, travel, and project expenses. The project breakdown is as follows and accounts for variation in the process as described above.

| <b>Category</b> | <b>Cost</b>       |
|-----------------|-------------------|
| Historic Report | \$5,415.00        |
| Travel          | \$1,052.50        |
| <b>TOTAL</b>    | <b>\$6,467.50</b> |

Invoicing will occur monthly, and payment is due within 30 days.

### **Miscellaneous Provisions**

State of Idaho Requirements. The following provision(s) is/are required by the State of Idaho. The inclusion of this/these provision(s) in this Agreement does not indicate City's support or opposition to this/these provision(s) nor agreement by City that this/these

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clause(s) is/are relevant to the subject matter of this Agreement. Rather, this/these provision(s) is/are included solely to comply with the laws of the State of Idaho.

Ownership or Operation by China. Consultant 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.

No Public Funds for Abortion Act (NPFAA). Consultant certifies that it is not and will not for the duration of this Agreement become, an abortion provider or an affiliate of an abortion provider, as those terms are defined in the “No Public Funds for Abortion Act,” Idaho Code §§ 18-8701.

*Please refer to the Standard Terms for Agreements for further information on working with Kirk Huffaker Preservation Strategies.*

Signature

By entering into this Agreement, the undersigned fully warrants that he/she is the owner of or legal representative for the said property in the Scope of Work. Consultant retains the right to revise this Schedule and the Compensation and Payment if this Agreement is not signed and fully executed by July 31, 2025.

City Authorized Representative

By: \_\_\_\_\_ (signature)

\_\_\_\_\_ (name printed)

Title: \_\_\_\_\_

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

Kirk Huffaker Preservation Strategies  
*Kirk Huffaker, Principal*

\_\_\_\_\_ (signature)

\_\_\_\_\_ (name printed)

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