AGENDA ITEM NO. 8

TO: Mayor Blad
City Council

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

DATE: Meeting of August 21, 2025

RE: Amendment to the Idaho Community Development Block Grant (ICDBG) Agreement

On May 16, 2024 the City Council approved the submission of a grant application to the ICDBG program for a total of $250,000. This project would fund the construction of public restroom facilities at eligible park locations in the City.

The grant was awarded and the agreement fully executed on May 22, 2025 after completion of the Environmental Assessments for the project. The City then solicited sealed bids for the restroom facilities. Project costs came in over budget. The State CDBG program was able to increase the grant award to account for the additional costs.

This amendment to the Agreement will increase the total grant award to $360,000. Staff recommends Council approves the amendment and authorizes the Mayor's signature on any and all pertinent documents subject to legal department review.

If you have questions or would like more information about the grant agreement amendment, please do not hesitate to contact Christine Howe at chowe@pocatello.gov or 208-234-6186.

MEMORANDUM

TO: City Council and Mayor

FROM: Brian Trammell, Deputy City Attorney

DATE: August 13, 2025

RE: CARES2-V-13-PK Contract Amendment No. 1

I have reviewed the CARES2-V-13-PK Contract Amendment No. 1. This amendment increases the grant award to help off-set the cost of bid awards, which were more than the initial estimates. I have no legal concerns regarding the Council's approval of the contract amendment and the authorization for the Mayor to sign it.

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

CONTRACT AMENDMENT NO. 1
Contract No. CARES2-V-13-PK

The contract between the Idaho Department of Commerce and the City of Pocatello is hereby amended as follows:

Paragraph 1.

Delete: **CARES Award Amount:** The maximum amount of CARES funds available for reimbursement under this Agreement is Two Hundred Fifty Thousand Dollars ($250,000). The DEPARTMENT will issue reimbursements to GRANTEE in accordance with Section 13 of this Agreement.

Insert: **CARES Award Amount:** The maximum amount of CARES funds available for reimbursement under this Agreement is Three Hundred Sixty Thousand Dollars ($360,000). The DEPARTMENT will issue reimbursements to GRANTEE in accordance with Section 13 of this Agreement.

Attachment A – Park for Resiliency Project

The scope is amended according to “Attachment A” of this amendment.

Attachment B – Budget

The budget is amended according to “Attachment B” of this amendment. The CARES line items are amended as follows:

	Original Budget	Amount Changed		Amended Budget
Design Professional	$22,000	-$17,000	=	$5,000
Construction	$228,000	+$127,000	=	$355,000
Total CARES Funds	$250,000	+$110,000	=	$360,000

The CARES total budget amount increases to $360,000.

Does this amendment meet an ICDBG national objective and eligible activity?	X	Yes		No
Does this amendment require a new IDIS activity and number?		Yes	X	No
Does this amendment require environmental re-evaluation per 24 CFR Part 58.47?		Yes	X	No

The foregoing contract amendments are hereby accepted with the understanding that all other terms and conditions of the contract remain the same.

APPROVED:

STATE OF IDAHO
Department of Commerce

Thomas Kealey
Director

Date

CITY OF POCATELLO

Brian C. Blad
Mayor

Date

For Internal Use of the Department of Commerce

Reviewed by

Dennis J. Porter

Dennis J. Porter
Manager

07/29/2025

Date

ATTACHMENT A

Park for Resiliency Project

A. Scope of Work – As per the GRANTEE'S additional funding request dated, July 14, 2025, the project scope of work entails the installation of ADA bathrooms including: the construction of one (1) single-stall bathroom at Ross Park, two (2) single stalls at Optimist-Tydeman Park, and one (1) single vault toilet with fan and solar lights at Upper City Creek.

B. Design Professional and Grant Administration – Professional services necessary to design and administer the construction scope of work in accordance with applicable building codes and the CDBG CARES regulations.

C. Furthering Fair Housing Actions – To affirmatively further fair housing the GRANTEE needs to:

- continue implementing actions to overcome impediments as identified in their 2022 Fair Housing Analysis,
- proclaim April as fair housing month, and
- publicly display fair housing posters and have available for the public the fair housing Z-cards.

D. National Objective – Low-to-Moderate Income Area

Total population to benefit: 6,280
Total LMI persons to benefit: 4,210 (67%)

E. State Goal – To increase long-term resiliency and ability to mitigate future coronavirus outbreaks.

F. Schedule

Environmental Release	Complete
Bid & Procurement Documents Approval	June 2025
Construction Contacts Executed	July 2025
Start Construction	August 2025
Fair Housing Actions	September 2025
Second Public Hearing	October 2025
Certificate of Substantial Completion	November 2025

Attachment B

Budget

LINE ITEMS	AMOUNTS		
	CARES Funding	**City In-Kind**	**Total**
Administration		$20,000	$20,000
Design/Construction	$360,000		$360,000
Total Costs	$360,000	$20,000	$380,000

Idaho Community Development Block Grant
CARES Agreement Public Parks for Resiliency

CFDA #: 14.228

GRANTEE NAME: City of Pocatello
GRANTEE ADDRESS: PO Box 4169
Pocatello, Idaho 83205

GRANTEE UEI#: C1H5KKGYA7F8

PROJECT TITLE: Parks for Resiliency Project
AGREEMENT NO.: CARES2-V-13-PK

This Idaho Community Development Block Grant CARES Agreement for Public Facilities ("Agreement") is entered into between the State of Idaho through its Idaho Department of Commerce ("DEPARTMENT") and the City of Pocatello ("GRANTEE") for the purpose of continuing, expanding, or improving a public facility activity to increase long-term resiliency and ability to mitigate future coronavirus outbreaks.

RECITALS

WHEREAS, the CARES Act provides that the Community Development Block Grant coronavirus response funds (hereinafter referred to as "CARES funds"), governed and distributed by the Department of Housing and Urban Development ("HUD"), may be used to reimburse allowable costs of activities to increase long-term resiliency and ability to mitigate future coronavirus outbreaks incurred by a state or locality;

WHEREAS, HUD allocated a portion of CARES funds to the DEPARTMENT's Community Development Block Grant ("CDBG") program;

WHEREAS, the CDBG program seeks to reimburse to counties and cities the allowable costs of approved public facility activities that help to increase long-term resiliency and ability to mitigate future coronavirus outbreaks;

WHEREAS, the CDBG program staff reviewed, scored, and presented GRANTEE's public facility project ("Project") to the Economic Advisory Council ("EAC"), and EAC reviewed and recommended GRANTEE's Project be approved for funding by Governor Little;

WHEREAS, Governor Little approved funding of GRANTEE's Project;

NOW THEREFORE, in order to meet the objectives described above and in consideration of the foregoing recitals, which are incorporated herein by this reference, and the mutual promises and covenants contained herein, the DEPARTMENT and GRANTEE hereby agree as follows:

AGREEMENT

1. **CARES Award Amount:** The maximum amount of CARES funds available for reimbursement under this Agreement is Two Hundred Fifty Thousand Dollars ($250,000). The DEPARTMENT will issue reimbursements to GRANTEE in accordance with Section 13 of this Agreement.

2. **Excessive Cost:** In the event costs exceed the total dollars budgeted for the project, GRANTEE shall be responsible for providing the additional funds needed to complete the project.

3. **Project:** Attachment "A", incorporated herein by reference, describes the Project approved by the DEPARTMENT. Attachment "A" includes the following required components:

a. Scope of Work
b. Design Professional and Grant Administration
c. Fair Housing Actions
d. National Objective
e. State Goal
f. Schedule

4. **Project Schedule:** GRANTEE shall implement the Project in accordance with GRANTEE's Project schedule, set forth in Attachment "A". GRANTEE shall notify the DEPARTMENT in writing as soon as it becomes aware of any delay or deficiency that would impact or alter the Project schedule. If GRANTEE fails to provide the DEPARTMENT with such required notification, the DEPARTMENT may suspend future reimbursements until the delay or deficiency is resolved to the satisfaction of the DEPARTMENT. If the delay or deficiency is not resolved to the satisfaction of the DEPARTMENT, the DEPARTMENT may terminate this Agreement.

5. **Term and Close-Out:** This Agreement shall be effective upon signature by both parties, and shall remain in effect until the Project is completed and closed out, or until terminated pursuant to Section 29 of this Agreement. GRANTEE shall submit all CARES close-out documents within two (2) months of Project completion. If GRANTEE fails to submit all CARES close-out documents within two (2) months of Project completion, the DEPARTMENT may suspend any remaining reimbursements until such documents are submitted.

6. **Legal Compliance:** GRANTEE shall comply with all federal, state, and local laws, rules, regulations, and ordinances applicable to it. GRANTEE shall comply with applicable CARES Act provision, and with all statutory and regulatory provisions governing the CDBG program including, but not limited to, 24 CFR, part 570 Community Development Block Grants and applicable subparts as amended; the terms and conditions of Federal Register Notice FR-6218-N-1 and Federal Grant Number B-20-DW-16-0001; the procedures in the DEPARTMENT's CDBG Application Handbook and Grant Administration Manual, which can be found on the DEPARTMENT's website; and the DEPARTMENT's 2020consolidated plan. GRANTEE shall also comply with the federal law, it's Certification and adopted citizen participation plan as certified to by the chief elected official on the certification page of the GRANTEE's application.

   If GRANTEE violates any law, rule, regulation, or ordinance that in any way impacts, or has the ability to impact, the Project, GRANTEE shall notify the DEPARTMENT in writing within five (5) days of the violation, and where applicable, GRANTEE shall provide a true copy of any notice or other document received by or available to GRANTEE as it relates to the violation.

7. **Duplication of Benefits Prohibited**: GRANTEE shall prevent any duplication of benefits from occurring. GRANTEE shall develop and maintain adequate procedures to prevent a duplication of benefits. A duplication of benefits occurs when GRANTEE receives disaster or emergency assistance from multiple sources for the same recovery purpose, and the total assistance received for that purpose is more than the total need.

   If at any point in time after submission of its application to DEPARTMENT, GRANTEE becomes aware of an additional source, or sources, of funds that have either been applied for, requested, or received by GRANTEE that it excluded from its application materials, GRANTEE shall immediately notify DEPARTMENT in writing and provide DEPARTMENT with an updated duplication of benefits worksheet.

   If any amount of CARES funding received by GRANTEE and provided for a specific purpose results in funding in excess of the total amount needed for that purpose, GRANTEE shall immediately notify DEPARTMENT in writing, and shall agree to repay, and shall repay, to DEPARTMENT all CARES assistance that is determined to be duplicative.

8. **Environmental Standards and Conditional Commitment of Funds:** GRANTEE hereby assumes responsibility for the completion of an environmental review process, if applicable, under the National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.) and related laws, as furthered by HUD regulations contained in 24 CFR part 58 and the CARES Grant Administration Manual. GRANTEE shall submit the completed environmental review report to DEPARTMENT. Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only after satisfactory completion of the CARES's environmental review process under 24 CFR Part 58 and issuance of the DEPARTMENT's Notice of Concurrence. The parties further agree that the reimbursement of any funds by the DEPARTMENT under this Agreement is conditioned on the DEPARTMENT's determination, in its sole discretion, to proceed with, modify or cancel the project based on the results of a subsequent environmental review and agreement upon and implementation of the mitigation measures required by the DEPARTMENT pursuant to Section 6 of this Agreement.

   GRANTEE assumes responsibility for the completion of the environmental review process, if applicable, even if GRANTEE has designated all or a portion of its CARES funds to an approved subrecipient pursuant to Section 8 of this Agreement.

9. **Mandatory Mitigation Measures:** The GRANTEE must implement the mitigation measures as identified in Attachment "C"

10. **Additional Assurances:** GRANTEE shall remain fully obligated under this Agreement, notwithstanding any designation of a subrecipient, for the undertaking of all or any part of the Project.

11. **Special Conditions:** Not Applicable.

12. **Reimbursement:** Prior to receiving CARES funds, GRANTEE must submit to the DEPARTMENT all required documentation. GRANTEE shall certify and warrant that all work invoiced to the DEPARTMENT has been completed prior to submission to the DEPARTMENT. GRANTEE shall be responsible for any discrepancy or error in billing or documentation. Upon GRANTEE's submission of all required documentation, and upon verification and approval by the DEPARTMENT, the DEPARTMENT will reimburse CARES funds to GRANTEE in multiple progress installments throughout the term of the Project, with the total CARES funds reimbursed not to exceed the approved award amount.

    The DEPARTMENT may retain 5% of the CARES funds within any line item identified in Attachment "B" until GRANTEE demonstrates to the DEPARTMENT's satisfaction that GRANTEE has met the national objective, achieved certification of completion, and complied with all CARES grant requirements. Project costs incurred prior to this Agreement's effective date may be deemed eligible for reimbursement at the DEPARTMENT's discretion, but only if the environmental review, if applicable, for that activity has been completed.

    GRANTEES may only use the CARES reimbursements for the approved Project. If the GRANTEE expends CARES funds on anything other than the approved Project described in this Agreement, the GRANTEE shall forego any additional reimbursement of those funds and shall be required to repay previously-received CARES funds in their entirety to the DEPARTMENT.

13. **Finance and Progress Reports:** GRANTEE shall keep books, records, and accounts of all activities related to this Agreement. On each request for funds submitted to the DEPARTMENT, GRANTEE shall certify that the information contained in the interim request for funds is true and correct based upon GRANTEE's official accounting records. GRANTEE shall also submit a final financial report that details all costs incurred by budget line according to Attachment "B." This report shall be submitted upon completion of the Project.

GRANTEE shall submit progress reports as specified in the DEPARTMENT's Grant Administration Manual. A detailed written final report with documentation of the activities carried out and benefits generated shall be submitted to the DEPARTMENT at the conclusion of the Project.

14. **Other Items and Documents:** GRANTEE shall provide the DEPARTMENT all other items and documents as the DEPARTMENT requires for the administration of this Agreement within thirty (30) days of the date of the written request.

15. **Grant Administrator:** The GRANTEE may choose to utilize a DEPARTMENT approved Grant Administrator. The Grant Administrator is responsible for applicable administrative duties as outlined in the ICDBG Grant Administration Manual and in accordance with CARES's professional services Agreement.

16. **Insurance During Construction:** By executing this Agreement, GRANTEE warrants that contractor(s) or other parties selected to perform construction work on the project shall have in effect without interruption from the date of construction commencement until final payment is made and the Project is closed-out pursuant to the terms of this Agreement, the types of insurance deemed necessary by GRANTEE and the DEPARTMENT for the type and amount of construction described in Attachment "A."

Further, GRANTEE warrants such insurance coverage shall be written on an "occurrence" basis and will be obtained with the following minimum liability limits:

a. Workers' Compensation Insurance and Employer's Liability Insurance:

(1)	State:	Statutory Limits
(2)	Employer's Liability:	$100,000 per accident $500,000 Disease, Policy Limit $100,000 Disease, Each Employee

b. Comprehensive or Commercial General Liability Insurance which shall be endorsed to name the DEPARTMENT as an additional insured. It shall include premises operation, owners and contractors protective liability, products and completed operations liability, personal injury liability including employee acts, broad form property damage liability and blanket contractual liability, with no exclusion for explosion (X), collapse (C) and underground (U) hazards:

(1) $1,000,000 Each Occurrence
(2) $1,000,000 Personal Injury
(3) $2,000,000 Products/Completed Operations to be maintained for two (2) years following final payment
(4) $2,000,000 General Aggregate

c. Automobile Liability Insurance which shall be endorsed to name the DEPARTMENT as an additional insured. It shall include for bodily injury and property damage: $1,000,000 Combined Single Limit

d. Property or Builder's Risk Insurance to include coverage for all direct physical loss, also known as "Special Causes of Loss" in an amount equal to one-hundred percent (100%) of the estimated maximum value of the Project upon completion with the broadest form of "all risk" coverage possible.

e. Volunteer Liability Insurance coverage if volunteers are used to do Project work.

GRANTEE shall include these same requirements in contracts with grant sub recipients.

17. **Procurement**: GRANTEE shall follow all applicable procurement laws, rules, and regulations, including state and federal procurement laws, rules, and regulations. GRANTEE shall also follow CARES procurement requirements as outlined in the DEPARTMENT's most current ICDBG Grant Administration Manual if CARES funds will be paying for the service. GRANTEE shall provide the DEPARTMENT with a copy of all requested documents related to the procurement of services pertaining to this Agreement.

18. **Certification Regarding Debarment**: By executing this Agreement, GRANTEE certifies that it will not execute any contract with parties that are identified as debarred, suspended, or ineligible as set forth in 24 CFR part 5. GRANTEE further certifies that it is not debarred, suspended, or ineligible as set forth in 24 CFR part 5.

19. **Project Signage**: Upon receiving approval from the DEPARTMENT to proceed with construction, GRANTEE shall, unless otherwise directed by the DEPARTMENT, erect a sign located prominently at each major construction project site. The sign shall be maintained in good condition and shall not be removed until after the Project is completed. Project sign requirements shall be provided by the DEPARTMENT.

20. **Use or Ownership of Real Property**: GRANTEE represents and agrees that the purchase of any real property and undertakings pursuant to this Agreement are and will be for the purpose of providing, improving, or expanding public infrastructure or facilities in order to prevent, prepare for, or respond to the COVID-19 public health emergency.

    GRANTEE shall not change the use or planned use of any such property, including the beneficiaries of such use, from that for which the acquisition or improvements were made. If GRANTEE desires to change the use of such property, GRANTEE must submit the request in writing to the DEPARTMENT for prior approval before applying the standards of 24 CFR 570.505. If changes are made without the DEPARTMENT's prior approval, the DEPARTMENT may require all CARES funds reimbursed to GRANTEE under this Agreement to be repaid to the DEPARTMENT, and the DEPARTMENT shall be excused from making any further disbursements of CARES funds under this Agreement.

    GRANTEE will provide evidence of ownership in the form of fee simple title or long-term lease and right of access or easements for real property on which the project is to be constructed. Clear title to all real property necessary for the successful operation of the facilities shall be guaranteed by the GRANTEE for the useful life of the project. No voluntary or involuntary successor in interest of GRANTEE shall acquire any rights or powers under this Agreement without prior written consent of the DEPARTMENT.

    If GRANTEE acquires or improves in whole or in part any real property under GRANTEE's control with CARES funds in excess of twenty-five thousand dollars ($25,000), such real property either must be used by GRANTEE to continue to meet one of the CDBG program's National Objectives for at least five (5) years after the expiration of this Agreement; or if a National Objective is not met during this time period, the DEPARTMENT must be reimbursed for the current fair market value, less any portion of the value attributable to non-CARES funds.

21. **Audit and Monitoring**: GRANTEE shall provide the DEPARTMENT with an annual financial audit in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award. The audit shall be completed by a certified public accountant during the regular annual audit cycle. GRANTEE shall provide annual audits through the last fiscal year grant funds are expended.

    The DEPARTMENT may monitor and make periodic inspections and evaluations of the Project and any books, accounts, reports, files, and other papers and records pertaining to the Project. GRANTEE shall make its books, accounts, reports, files, and other records pertaining to the Project available to the DEPARTMENT during regular working hours. GRANTEE shall maintain these books, accounts, reports, files, and other records for at least five (5) years following closeout of the Project.

GRANTEE agrees that HUD Representatives, the Inspector General, or the General Accounting Office shall also have access to all books, accounts, reports, files, and other papers, or property pertaining to the Project.

22. Program Income: If the GRANTEE receives program income as defined by 24 CFR 570.489(e) as a result of expending CARES funds, GRANTEE agrees to commit to a program income reuse plan with the DEPARTMENT.

23. Noncompliance and Cancellation: If the DEPARTMENT determines in its sole discretion that GRANTEE has failed to comply with any term or condition of this Agreement, the parties agree that the DEPARTMENT's obligation to issue reimbursement(s) under this Agreement is suspended until such noncompliance is resolved to the satisfaction of the DEPARTMENT. If GRANTEE fails to resolve such noncompliance, the DEPARTMENT may provide GRANTEE with a notice of award cancellation. If GRANTEE has received progress payments from the DEPARTMENT prior to GRANTEE's failure to resolve such noncompliance, GRANTEE may be required, and GRANTEE hereby agrees, to repay those funds to the DEPARTMENT.

24. Disposition of Equipment: When original or replacement equipment acquired with the CARES funds is no longer needed for the Project or for other activities currently or previously assisted with federal funds, the following rules of disposition will apply to GRANTEE:

a) Equipment with a current per-unit fair market value of less than $5,000 may be retained, sold or otherwise disposed of by GRANTEE after written notice is provided to the DEPARTMENT, subject to the condition stated in part c) of this Section.

b) Equipment with a current per-unit fair market value of $5,000 or more may be retained or sold by GRANTEE after written notice is provided to the DEPARTMENT. The DEPARTMENT is entitled to compensation in an amount equal to multiplying the current fair market value or the proceeds from the sale by the DEPARTMENT's percentage of participation in the cost of the original purchase.

c) The DEPARTMENT may reserve the right to transfer title of the equipment to an eligible third party provided that, in such cases, GRANTEE must be entitled to compensation for its attributable percentage of the current fair market value of the property.

In addition, in all cases when equipment purchased with CARES funds is sold, the net proceeds are considered program income. In the event GRANTEE fails to take appropriate disposition actions, the DEPARTMENT may direct GRANTEE to take disposition actions.

25. Conflict of Interest: No member, officer, employee, agent, or subrecipient of GRANTEE, and no member of the governing body where the Project authorized by this Agreement is located, and no public official of such locality or localities who exercise any function or responsibility with respect to the Project during his or her tenure or for one (1) year thereafter shall have any interest, direct or indirect, in this Agreement, the Project, work to be performed in connection with the Project, or proceeds thereof.

26. Amendments: This Agreement may not be released, discharged, extended, or modified (referred to collectively as "Amendment"), in whole or in part, except to the extent provided by written instrument signed by the DEPARTMENT and GRANTEE. Amendments shall be mutually agreed upon and signed by authorized parties. In no case shall the nature or purpose of the Project be amended from what was generally described in the application.

27. **Termination:** In addition to the reasons for termination provided for in other sections of this Agreement, this Agreement may also be terminated at any time without cause by either party upon thirty (30) days prior written notice being given to the other party. Upon termination of this Agreement, all accounts and payments may be processed for approved Project work rendered up to the date of termination.

28. **Fiscal Necessity and Non-Appropriation:** This Agreement is federally funded with CARES funds. It is understood and agreed that the State of Idaho, by and through the DEPARTMENT, is a governmental entity and that the DEPARTMENT's payments herein provided for shall be paid from federal funding sources. This Agreement shall in no way be construed so as to bind the DEPARTMENT beyond the term of any particular appropriation or award of funds by the United States Congress, United States Department of Housing and Urban Development, or any other federal agency or entity, as may exist from time to time, or beyond the term of any particular approval of spending authority of federal funds by the Legislature or Executive Department of the State of Idaho, as may exist from time to time.

    The DEPARTMENT reserves the right to terminate this Agreement, in whole or in part (or any order placed under it), if, in its sole judgment, the United States Congress, United States Department of Housing and Urban Development, or other applicable federal agency or entity, withdraws or freezes the DEPARTMENT's federal funding or fails, neglects, or refuses to appropriate or provide sufficient funds, including any sequestration of funds pursuant to the Balanced Budget and Emergency Deficit Control Act of 1985 (Pub. Law 99-177, Title II) and/or the Budget Control Act of 2011 (Pub. Law 112-25), or any similar federal law, as may be required to continue payments under this Agreement. The DEPARTMENT shall not be required to transfer funds between accounts in the event that funds are reduced or unavailable.

    The DEPARTMENT further reserves the right to terminate this Agreement if, in its sole judgment, the Legislature or Executive Department of the State of Idaho withdraws or freezes the DEPARTMENT's spending authority regarding the federal funds required to continue payments under this Agreement.

29. **Warranties and Representations:** GRANTEE warrants and represents that all documents, records, and other information it provides to the DEPARTMENT for purposes of this Agreement are true, correct, and accurate. GRANTEE further warrants and represents it has the authority to disclose any documents, records, or other information it provides to the DEPARTMENT for purposes of this Agreement.

30. **Relationship of Contracting Parties:** GRANTEE specifically recognizes and acknowledges that nothing contained in this Agreement shall create, or be deemed to create between GRANTEE and the DEPARTMENT any principal-agent, master-servant, joint venture or employer-employee relationship. GRANTEE is solely responsible for the completion of the Project under this Agreement, and agrees to complete the Project in accordance with the terms of this Agreement.

31. **Non-discrimination:** GRANTEE shall provide all services affected by this Agreement without discrimination on the basis of race, color, national origin, religion, sex, age, or physical/mental impairment, and shall comply with all relevant sections of the following laws to the extent that each is applicable: Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; The Age Discrimination in Employment Act of 1967; Title IX of the Education Amendments of 1972; The Age Discrimination Act of 1975; The Americans With Disabilities Act of 1990; Department of Labor Regulations, codified at 41 CFR Part 60; Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974. GRANTEE shall comply with pertinent amendments to such laws made during the term of this Agreement and with all federal and state rules and regulations implementing such laws.

32. **Officials Not Personally Liable:** In no event shall any official, officer, employee or agent of the State of Idaho or of the Department of Commerce be personally liable or responsible for any

representation, statement, covenant, warranty or obligation contained in, or made in connection with the Agreement, express or implied.

33. **Governing Law and Severability:** This Agreement shall be construed in accordance with and governed by the laws of the State of Idaho. Any action to enforce the provisions of this Agreement shall be brought in State district court in Boise, Ada County, Idaho. In the event any term of this Agreement is held to be invalid or unenforceable by a court, the remaining terms of the Agreement will remain in force.

34. **Non-Waiver:** Each provision in this Agreement shall be treated as a separate and independent clause, and the unenforceability of any one clause shall in no way impair the enforceability of any other clauses in this Agreement.

35. **No Authority to Bind the Other Party**: GRANTEE shall have no authority to enter into contracts or agreements on behalf of the DEPARTMENT. All contracts or agreements shall be entered on behalf of the executing party or executed jointly by both parties.

36. **Headings:** The headings have been inserted solely for convenience and are not to be considered when interpreting the provisions of this Agreement.

37. **Entire Agreement:** This Agreement constitutes the entire agreement between GRANTEE and the DEPARTMENT and supersedes all prior agreements or understandings between the parties. No change, modification, or waiver of any term of this Agreement shall be valid unless it is in writing and signed by both Parties.

APPROVED:

STATE OF IDAHO Department of Commerce	CITY OF POCATELLO
Thomas F. Kealey Thomas F. Kealey (05/22/2025 10:46 MDT)	Brian C. Blad Brian C. Blad (05/22/2025 09:03 MDT)
Thomas F. Kealey Director	Brian Blad Mayor
05/22/2025 Date	05/22/2025 Date

For Internal Use of the Department

Reviewed By

Dennis J. Porter	05/20/2025
Dennis J. Porter Manager	Date

ATTACHMENT A

Park for Resiliency Project

A. Scope of Work – As per the GRANTEE'S application dated, May 15, 2024, project scope of work includes installation of ADA bathroom facilities at Ross Park, Optimist-Tydeman Park, and Upper City Creek trailhead.

B. Design Professional and Grant Administration – Professional services necessary to design and administer the construction scope of work in accordance with applicable building codes and the CDBG CARES regulations.

C. Furthering Fair Housing Actions – To affirmatively further fair housing the GRANTEE needs to:
- continue implementing actions to overcome impediments as identified in their 2022 Fair Housing Analysis,
- proclaim April as fair housing month, and
- publicly display fair housing posters and have available for the public the fair housing Z-cards.

D. National Objective – Low-to-Moderate Income Area
Total population to benefit: 6,280
Total LMI persons to benefit: 4,210 (67%)

E. State Goal – To increase long-term resiliency and ability to mitigate future coronavirus outbreaks.

F. Schedule

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Certificate of Substantial Completion	November 2025

ATTACHMENT B

Budget

LINE ITEMS	AMOUNTS		
	CARES Funding	City In-Kind	Total
Administration		$20,000	$20,000
Design Professional	$22,000		$22,000
Construction	$228,000		$228,000
Total Costs	$250,000	$20,000	$270,000

ATTACHMENT C

Mitigation Measures

1. The construction contractors must comply with the Rules for the Control of Air Pollution in Idaho, IDAPA 58.01.01.651, by implementing precautions to prevent particulate matter from becoming airborne.

2. If any items of suspected historical or archaeological value are uncovered during construction, the contractor will be required to stop work and contact the Idaho State Historic Preservation Office and the Idaho Department of Commerce.

3. The collection and disposal of storm and surface water runoff from the project site must comply with the Idaho Department of Environmental Quality's (DEQ) Catalog of Storm Water Best Management Practices for design of all storm water treatment and disposal systems.

4. The contractor shall comply with the provisions of the Environmental Protection Agency's National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharge from Construction Activities and the Construction Storm Water Pollution Prevention Plan (SWPPP).

5. If, during the construction of the project, an underground storage tank, buried drum, other container, contaminated soil, or debris not scheduled for removal under the contract are discovered, the Contractor shall immediately notify the Engineer and the Idaho Department of Commerce. No attempt shall be made to excavate, open, or remove such material without written approval.

6. The project design and construction shall comply with the 2000 Memorandum of Understanding between the U.S. Environmental Protection Agency – Region 10, the U.S. Department of Housing and Urban Development – Northwest/Alaska Area, the Idaho Department of Commerce, and Idaho Housing and Finance Association regarding the protection of EPA designated Sole Source Aquifers.