

MEMORANDUM OF UNDERSTANDING
Between
Idaho Department of Lands
And
Kootenai County

This Memorandum of Understanding (MOU) between the Idaho Department of Lands and Kootenai County, hereinafter respectively referred to as IDL and GRANTEE, is intended to support the **Kootenai County Hazard Fuel Reduction** project. The purpose of this grant is to implement wildfire mitigation activities on non-federal lands within the project area of Kootenai County to create hazard abatement through landowner assistance.

IDL, in cooperation with USDA Forest Service, agrees to reimburse the GRANTEE for allowable expenditures not to exceed the grant award amount of **\$450,000**. 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 Inflation Reduction Act (IRA) 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. 25-DG-11010013-008. The Federal Assistance Listing (formally Catalog of Federal Domestic Assistance-CFDA) number and name are 10.731, Inflation Reduction Act Landscape Scale Restoration.

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.
- b. **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.
 - i. Only project areas listed in the County’s current County Wildfire Protection Plan (CWPP) shall be treated.
 - ii. 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 5 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)
 - iii. 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 below objective.
 - a) Prescriptions will provide for the modification of fire behavior to reduce wildfire impact on non-federal lands during a wildfire event.
 - iv. Treat hazardous fuels on approximately **133** acres of non-federal lands within **Kootenai County**.
 - 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.
 - 2. These funds must support work in the undeserved category of poverty or deep poverty. Poverty is defined as less than the U.S. Median Income and deep poverty as less than the State of Idaho Median Household Income. See Appendix D of this MOU for more details. If you need clarification about your project area and fulfilling these requirements, contact IDL’s Wildfire Risk Mitigation Program Manager.
 - v. GRANTEE or its contractors (not the landowners) will handle all slash abatement directly within the grant time period.

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- c. **Education**—In-person outreach may be conducted to participating landowners to increase awareness of wildfire hazard in project areas post treatment. Education may include 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 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, 2028**. 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, 2028**, 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 \$10,000 per unit are **not eligible** for funding. Using grant funds to seek and apply for additional grant funding is **unallowable**. Funds can only be used for the implementation of scope items as described on page 2.
4. **Sale of Commercial Products:** All revenue generated from products sold that are a direct result of grant activities will be used to match or offset project costs. No grant monies may be used to create profit from commercial goods for GRANTEE, landowner(s) or contractors. Those activities must also comply with all forest practice laws, rules and regulations (cited in clause 5 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

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- 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 B.
 - 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.
 6. GRANTEE or any of 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 Private Forestry Specialist at the Mica Area Office at 3258 W. Industrial Loop, Coeur d’Alene, Idaho 83815, 208-769-1577. 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 B).
 8. **Performance Reports:** the GRANTEE shall submit **annual** performance reports unless a Progress Report/narrative was submitted with a reimbursement request during that period. Annual reports should be received by IDL by November 30 each year when 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 15% of modified total direct costs (MTDC) for indirect as per 2 CFR §§200.1 and 200.414 and associated Appendices.
4. Requests for reimbursement payments can be submitted no more often than monthly but 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 each reimbursement request 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 copies of checks) 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).

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- 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. 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.
 - d. All grant funded project activities and accomplishments (i.e., assessments, planting, treatments, and education efforts) 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.
 - e. 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 in-person landowner contacts/wildfire events and 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)

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- 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 or tax on personal gain from income etc.
 - f. 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 4 on page 3.)
 6. **Final grant reimbursement request must be received no later than December 31, 2028.** 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.

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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 and their contractors shall maintain current organizational information and the original Unique Entity Identifier (UEI) provided for this MOU in the System for Award Management (SAM) until receipt of final payment. For purposes of this MOU, SAM is the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. This requires annual review and updates, when needed, of organizational information after the initial registration. More frequent review and updates may be required for changes in organizational information or MOU term(s).
 - a. 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. Any change to the original UEI provided in this MOU will result in termination of this MOU and de-obligation of any remaining funds. GRANTEES must terminate any subcontract with a vendor that changes its original UEI after the contract is awarded.
 - b. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.
 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 C.
 - 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

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

Idaho Department of Lands

Tyre Holfeltz
Wildfire Risk Mitigation Program Manager
3284 W. Industrial Loop
Coeur d' Alene, ID 83815
208-666-8653
tholfeltz@idl.idaho.gov

Kootenai County

Tiffany Westbrook
Director, Office of Emergency Management
P.O. Box 9000
Coeur d' Alene, ID 83816
208-446-1775
twestbrook@kcgov.us

Jennifer Harrington
Grants/Contracts Operations Analyst
(for Reimbursement & Reporting questions)
3284 W. Industrial Loop
Coeur d'Alene, ID 83815
208-666-8693
reimbursements.FAB@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)

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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

AGREED:

Idaho Department of Lands

Authorized Kootenai County Official Signature

IDL Authorized Signature

Print Name

Julia Lauch

Print Name

Title

Date

Title

Date

GRANTEE's Active Unique Entity ID (SAM) #

Division Administrator, Forestry & Fire

This institution is an equal opportunity provider.

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)				
Kootenai County OEM Grant Administrative	47.60hrs @ \$42.02	\$2,000.00		\$2,000.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Total Personnel Expenses		\$2,000.00	\$0.00	\$2,000.00
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
				\$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 HFT	133 ac @ \$3,000 ac	\$410,000.00		\$410,000.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Total Contracted Expenses		\$410,000.00	\$0.00	\$410,000.00
Total Indirect (calculated based on % of direct expenses)- % rate =	15% rate=	\$38,000.00		\$38,000.00
TOTAL PROJECT COSTS		\$450,000.00	\$0.00	\$450,000.00
Verification of Grand Totals		\$450,000.00	\$0.00	\$450,000.00
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 ½ 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.

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).

POVERTY DATA

APPENDIX D

Based off USDA Poverty and Rural Atlas data, these counties fall in both or one of the poverty rates 1. as less than the U.S. Median Income and 2. deep poverty as less than the State of Idaho's Median Income.:

FIPS	State	County	Median_HH_Inc_ACS	PerCapitaInc	Poverty_Rate_0_17_ACS	Poverty_Rate_ACS	Deep_Pov_All
00000	US	United States	\$ 69,021.00	\$ 37,638.00	17.04670519	12.63185031	5.777384811
16000	ID	Idaho (State)	\$ 63,377.00	\$ 31,509.00	13.58747179	11.37418404	4.857499825
16003	ID	Adams	\$ 52,746.00	\$ 32,594.00	23.31378299	16.05975724	7.236227825
16015	ID	Boise	\$ 64,125.00	\$ 33,418.00	21.97614991	11.63192139	6.745452131
16017	ID	Bonner	\$ 55,206.00	\$ 31,671.00	15.41537095	11.69344333	4.244463743
16021	ID	Boundary	\$ 51,261.00	\$ 27,426.00	27.73019272	17.38874401	7.832085472
16055	ID	Kootenai	\$ 64,936.00	\$ 33,131.00	13.15371586	9.316829899	3.803400829
16079	ID	Shoshone	\$ 43,188.00	\$ 25,411.00	20.50796058	15.11843939	7.601795944
16085	ID	Valley	\$ 67,528.00	\$ 30,630.00	8.264033264	10.61486963	3.550035236

Definitions:

Poverty: Percent of county population living in families with income below their poverty threshold; poverty status thresholds vary by family size, number of children, and age of householder; if a family's before tax money income is less than the dollar value of their threshold, then that family and every individual in it are considered to be in poverty. For people not living in families, poverty status is determined by comparing the individual's income to his or her poverty threshold.

Deep: Percent of county population living in families with income below half of one's poverty threshold.

USDA Economic Research Service Poverty Area Measures Website: [Poverty Area Measures](#) | [Economic Research Service](#)