

AGENDA ITEM SUMMARY

DATE: 02/14/2011 DEPARTMENT: Grants/Admin DEPT. HEAD SIGNATURE: Heather Dawson

SUBJECT:

Motion to approve adoption of Fair Housing Resolution 2011-05, to better encourage equal opportunity housing within the City of Hailey under the 1968 Civil Rights Act (Federal Fair Housing Law) and its 1988 Amendment.

AUTHORITY: ID Code _____ IAR _____ City Ordinance/Code _____
(IF APPLICABLE)

Title VIII of the 1968 Civil Rights Act (Federal Fair Housing Law).

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The subject Resolution is required by some federal grants, specifically HUD grants, for which Hailey is a finalist applicant for an Idaho Department of Commerce Block Grant. The ARCH River Street Place Project is also subject to the terms of this resolution by virtue of its HUD grant. The resolution must be published, and other ongoing compliance components include:

-) posting applicable fair housing information in prominent public areas;
-) providing fair housing information to the public;
-) preparing a fair housing impediments analysis; and
-) declaring April as Fair Housing Month.

The attached Proclamation was adopted a year ago in April 2010, declaring April as Fair Housing Month. The same proclamation will be forthcoming each year under the terms of this Resolution. Further activities will be conducted in the future by the grant administrator to conduct a housing impediments assessment.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

Budget Line Item # _____	YTD Line Item Balance \$ _____
Estimated Hours Spent to Date: _____	Estimated Completion Date: _____
Staff Contact: _____	Phone # _____
Comments: _____	

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

___ City Attorney	___ Clerk / Finance Director	___ Engineer	___ Building
___ Library	___ Planning	___ Fire Dept.	___ _____
___ Safety Committee	___ P & Z Commission	___ Police	___ _____
___ Streets	___ Public Works, Parks	___ Mayor	___ _____

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve adoption of Fair Housing Resolution 2011-05, to better encourage equal opportunity housing within the City of Hailey under the 1968 Civil Rights Act (Federal Fair Housing Law) and its 1988 Amendment.

FOLLOW-UP REMARKS:

*

Fair Housing Resolution

City of Hailey

Resolution No. 2011-05

LET IT BE KNOWN TO ALL PERSONS OF the City of Hailey that discrimination on the basis of race, color, religion, gender or national origin in the sale, rental, leasing or financing of housing or land to be used for construction of housing or in the provision of brokerage services is prohibited by Title VIII of the 1968 Civil Rights Act (Federal Fair Housing Law).

It is the policy of the City of Hailey to encourage equal opportunity in housing for all persons regardless of race, color, religion, gender or national origin. The Fair Housing Amendments Act of 1988 expands coverage to include disabled persons and families with children. Therefore, the City does hereby pass the following Resolution.

BE IT RESOLVED that within available resources the City of Hailey will assist all persons who feel they have been discriminated against because of race, color, religion, gender, national origin, disability or familial status to seek equity under federal and state laws by referring them to the U.S. Department of Housing and Urban Development, Office of Fair Housing and Equal Opportunity, Compliance Division.

BE IT FURTHER RESOLVED that the City shall publicize this Resolution and through this publicity shall encourage owners of real estate, developers, and builders to become aware of their respective responsibilities and rights under the Federal Fair Housing Law and amendments and any applicable state or local laws or ordinances.

SAID PROGRAM will at a minimum include: 1) publicizing this resolution; 2) posting applicable fair housing information in prominent public areas; 3) providing fair housing information to the public; 4) preparing a fair housing impediments analysis; and 5) declaring April as Fair Housing Month.

EFFECTIVE DATE of this Resolution shall be February 14, 2011.

Rick Davis, Mayor

ATTEST:

Mary Cone, City Clerk

STATE OF IDAHO
FAIR HOUSING MONTH

PROCLAMATION

BY *Mayor Rick Davis*

WHEREAS, the year 2010 marks the 42nd anniversary of the passage of Title VIII of the Civil Rights Act of 1968, as amended, most commonly known as the "Federal Fair Housing Law;" and

WHEREAS, this law guarantees that housing throughout the United States should be made available to all citizens without regard to race, color, religion, sex, family status, handicapping conditions or national origin; and

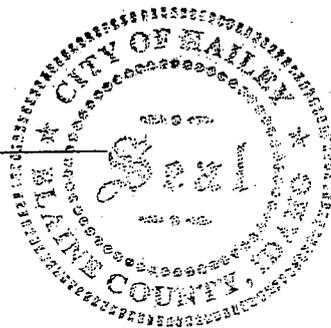
WHEREAS, in this 42nd year since the passage of the Fair Housing Laws, citizens of this state should continue to work together to uphold the Fair Housing Law and the principal of equal opportunity on which it is based; and

WHEREAS, barriers which diminish the rights and limit the options of any citizen will ultimately diminish the rights and limit the options of all:

NOW, THEREFORE, I Rick Davis, Mayor of Hailey Idaho, do hereby proclaim April, 2010 to be **Fair Housing Month** in the city of Hailey, Idaho and ask the people to join in reaffirming their commitment to fair housing opportunities for all and to wholeheartedly recognize these rights throughout the year.

Signed: *Rick Davis*

Date: 4/26/10



AGENDA ITEM SUMMARY

DATE: 02/10/2011

DEPT.: Administration

DEPT. HEAD SIGNATURE:

SUBJECT:

US EPA / Climate Showcase Community Grant Program
Grant Agreement for the Hailey Community Climate Challenge

AUTHORITY: ID Code _____ IAR _____ City Ordinance/Code _____
(IF APPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The attached agreement awards the city of Hailey \$472,429, over a three-year funding period, for the Hailey Community Climate Challenge. More than 300 applications were received by EPA, with 25 cities nationwide selected for funding in this competitive program, now in its second year. The goal of EPA is to have these 25 cities act as models for other cities across the country in addressing the challenges of climate change at the local level.

EPA Grant \$472,429

Hailey's match: \$175,219 \$46,249.67 per year in labor spread across
five staff / \$36,470 in direct expenses

In-kind contributions by others: \$62,315

Total Project Budget: \$709,963

The Hailey Community Climate Challenge consists of the following components, described here to communicate the highlights:

1. Community Energy Audit & Retrofit Program, with Renewable Energy System Incentives – the grant allows Hailey to fund community energy audits and retrofits for three more years (\$81,000), as established under the Community Audit and Retrofit Rebate Program (CARRP). Because the program uses the \$81,000 for only 30% of the material costs associated with a retrofit, the total amount spent on materials is actually \$270,000. This amount does not include additional money spent on labor for the installation of retrofits. This money will help stimulate business for local contractors and suppliers. The grant also funds the addition of renewable energy system rebates to the program, with up to 3 rebates per year at \$2,000 each, for a total of \$18,000 towards incentivizing the deployment of small scale renewable energy systems in our town.
2. Downtown Bike Share System, with Incentives for Downtown Businesses and Bike Share Members – the grant allows Hailey to fund implementation of a three-pod, 18-bike, \$32,000 system downtown. Mountain Rides is a project partner on this component, with a bike donation valued at \$8,000 and \$4,000 in labor. The Hailey Chamber and the ERC will also assist, as downtown business incentives and outreach/publicity are key tasks.
3. Downtown Energy Efficient Streetlight Upgrade – the grant allows Hailey to retrofit 70 downtown, city-owned lights with energy-efficient bulbs, effecting a greenhouse gas reduction of 17 metric tons of CO₂ equivalent per year, not to mention the associated 61% reduction in energy costs – \$39,000 well spent.
4. Hailey Capacity Building – the grant allows Hailey to fund a Sustainability Coordinator, who will also be the project manager for the grant. This role is essential to assure successful implementation of this grant and numerous other sustainability focused programs and grant projects. A key element of the job is to assure that the results of current Hailey projects (including but not limited to, the LEAP project, municipal building audit and retrofits, and CARRP) are built upon and carried forward, and that the adopted goal of the Hailey Climate Protection Plan is carried out. Regional coordination is also an essential element. EPA agreed with our logic, and awarded \$142,000 during the three year funding period for this purpose. (The remainder of the funding for this position is included in the match figures above.)
5. Green Building Demonstration – the grant provides funding to cover the costs of implementing the Rodeo Park Interpretive Center as a LEED Certified project. This component of the Challenge

also includes numerous on-site demonstrations and tours, construction recycling and a greenhouse gas reduction/LEED interpretive exhibit. By achieving certification, it is estimated that there will be an 18.5% cost savings on energy bills. A key goal is to work through the perceived barriers about the cost and difficulty of building green, which will enhance and promote future city development projects to obtain LEED Certification as well as other buildings in the community to achieve a higher building standard. The Building Material Thrift Store is providing salvaged materials for the project at a 10% discount.

6. Solid Waste Management Capacity Building – this diverse component of the Challenge includes working with the Building Material Thrift Store to enhance its deconstruction/material salvage operation; working with Clear Creek Disposal on a construction material recycling pilot program; and working with Albertsons, Atkinsons' and King's on continued efforts to reduce the use of plastic bags. EPA awarded Hailey \$56,000 for this component.
7. Education, Outreach and Replicability – the Challenge includes a robust education and outreach effort, and specific elements to assist other cities in replicating Hailey's results. The centerpiece of the strategy in this component is the production of a documentary film. During development of its grant application, Hailey completed a formal procurement process for the film, and selected Diamond Sun Productions (David Butterfield) as the filmmaker. EPA agreed, and awarded Hailey \$37,500 towards the film. Other elements under this component, which will be coordinated by the Environmental Resource Center, include a series of community workshops on energy efficiency, renewable energy systems and deconstruction/material salvage; green building on-site demonstrations and tours; bike share system outreach and publicity; brochures and fact sheets; bike share and Building Material Thrift web pages; and a project-how to booklet.

The Hailey Community Climate Challenge includes three subawardees, one contractor and 11 community partners:

Subawardees – all monetary awards to the three entities below are a 100% pass-through of federal grant funds; no city funds are included. Each subawardee also brings an in-kind contribution to the project.

- Mountain Rides – to implement the bikeshare system.
Subaward: \$20,000 Mountain Rides In-kind: \$12,000 (bikes/labor)
- Building Material Thrift Store – to enhance deconstruction/material salvage operation.
Subaward: \$30,000 Building Material Thrift In-Kind: \$2,650 (workshops/material discount)
- Environmental Resource Center – to coordinate outreach, education and replicability.
Subaward: \$30,434 ERC In-Kind: \$6,000 (labor)

Contractor

- Diamond Sun Productions / David Butterfield
Contract: \$47,500 Diamond Sun In-Kind: \$5,850

Community Partners and Value of Their Volunteer Contribution in In-Kind Match

- Elizabeth Jeffrey – to lead the Solid Waste Management Capacity Building component
In-Kind: \$11,040
- Clear Creek Disposal – to assist with the Construction Recycling Pilot Program
In-Kind: \$5,000
- Hailey Chamber – to assist with development of Bike Share incentives
In-Kind: \$500
- Idaho Power – to assist with energy efficiency and renewable energy system workshops and to augment the advertising budget
In-Kind: \$11,025
- Sagebrush Solar – to assist with renewable energy system workshops
In-Kind: \$1,950
- Ed Van Every – to assist with renewable energy system workshops
In-Kind: \$2,250
- Western States Geothermal – to assist with renewable energy system workshops

In-Kind: \$3,000

- Brian Formusa – Technical Advisor for the renewable energy system workshops

In-Kind: \$1,050

- Atkinsons', Albertsons and King's – to continue work on reducing the use of plastic bags

Agreements for the subawardees and contractor are planned for the February 28 council meeting, following a signed agreement between the US EPA and Hailey. The team will give a formal presentation of the project components to the City Council at the March 28 meeting.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS: Caselle # _____
 Budget Line Item # _____ YTD Line Item Balance \$ _____
 Estimated Hours Spent to Date: _____ Estimated Completion Date: _____
 Staff Contact: _____ Phone # _____

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)
 _____ City Attorney _____ Clerk / Finance Director _____ Engineer _____ Building
 _____ Library _____ Planning _____ Fire Dept. _____
 _____ Safety Committee _____ P & Z Commission _____ Police _____
 _____ Streets _____ Public Works, Parks _____ Mayor _____

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:
 Motion to authorize Mayor Davis to sign the attached grant agreement.

ADMINISTRATIVE COMMENTS/APPROVAL:

City Administrator _____ Dept. Head Attend Meeting (circle one) Yes No

ACTION OF THE CITY COUNCIL:

Date _____
City Clerk _____

FOLLOW-UP:

*Ord./Res./Agmt./Order Originals: *Additional/Exceptional Originals to: _____
Copies (all info.): Copies
Instrument # _____

OFFICIAL FILE COPY
 ORIGINAL LEGAL SIGNATURE

OFFICIAL FILE COPY
 ORIGINAL LEGAL SIGNATURE

	U.S. ENVIRONMENTAL PROTECTION AGENCY Cooperative Agreement	ASSISTANCE ID NO.			DATE OF AWARD 01/24/2011	
		PRG	DOC ID	AMEND#		
		AF - 83494301 - 0				
		TYPE OF ACTION New			MAILING DATE 01/31/2011	
RECIPIENT TYPE: Municipal		SEND PAYMENT REQUEST TO: Las Vegas Finance Center				
RECIPIENT:		PAYEE:				
City of Hailey 115 South Main Street, STE H Hailey, ID 83333-8408 EIN: 82-6000201		City Treasurer City of Hailey 115 South Main Street, STE H Hailey, ID 83333-8408				
PROJECT MANAGER		EPA PROJECT OFFICER		EPA GRANT SPECIALIST		
Tom Hellen City of Hailey 115 South Main Street, STE H Hailey, ID 83333-8408 E-Mail: tom.hellen@haileycityhall.org Phone: 208-788-4221 ex 14		Andrea Denny 1200 Pennsylvania Ave, NW, 6202J Washington, DC 20460 E-Mail: denny.andrea@epa.gov Phone: 202-343-9268		Brian Hublar 1200 Pennsylvania Ave NW Washington DC 20460, 3903R E-Mail: Hublar.Brian@epa.gov Phone: 202-564-0940		
PROJECT TITLE AND DESCRIPTION						
Hailey, ID Community Climate Challenge The Hailey Community Climate Challenge will demonstrate how small communities can address climate change through a variety of greenhouse gas reduction measures targeting municipal operations as well as community sources. The challenge consists of an energy retrofit program, green building demonstration, solid waste management, a bike share program, and staffing and outreach to support all functions.						
BUDGET PERIOD		PROJECT PERIOD		TOTAL BUDGET PERIOD COST		
02/01/2011 - 01/31/2014		02/01/2011 - 01/31/2014		\$709,963.00		
				TOTAL PROJECT PERIOD COST		
				\$709,963.00		
NOTICE OF AWARD						
Based on your application dated 07/15/2010, including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA), hereby awards \$472,429. EPA agrees to cost-share 67.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$472,429. Such award may be terminated by EPA without further cause if the recipient fails to provide timely affirmation of the award by signing under the Affirmation of Award section and returning all pages of this agreement to the Grants Management Office listed below within 21 days after receipt, or any extension of time, as may be granted by EPA. This agreement is subject to applicable EPA statutory provisions. The applicable regulatory provisions are 40 CFR Chapter 1, Subchapter B, and all terms and conditions of this agreement and any attachments.						
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)			AWARD APPROVAL OFFICE			
ORGANIZATION / ADDRESS			ORGANIZATION / ADDRESS			
Grants and Interagency Agreement Management Division 1200 Pennsylvania Ave, NW Mail code 3903R Washington, DC 20460			Environmental Protection Agency Office of Air and Radiation 1200 Pennsylvania Ave, NW Washington, DC 20460			
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY						
SIGNATURE OF AWARD OFFICIAL		TYPED NAME AND TITLE		DATE		
Digital signature applied by EPA Award Official		Denise A. Polk, Chief Grants Management Branch B		01/24/2011		
AFFIRMATION OF AWARD						
BY AND ON BEHALF OF THE DESIGNATED RECIPIENT ORGANIZATION						
SIGNATURE		TYPED NAME AND TITLE		DATE		

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$	\$ 472,429	\$ 472,429
EPA In-Kind Amount	\$	\$	\$ 0
Unexpended Prior Year Balance	\$	\$	\$ 0
Other Federal Funds	\$	\$	\$ 0
Recipient Contribution	\$	\$	\$ 0
State Contribution	\$	\$	\$ 0
Local Contribution	\$	\$ 237,534	\$ 237,534
Other Contribution	\$	\$	\$ 0
Allowable Project Cost	\$ 0	\$ 709,963	\$ 709,963

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.041 - Climate Showcase Communities Grant Program	Public Law 111-88 Department of Interior Environment and Related Agencies Appropriations Act 2010	40 CFR PART 31

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
	1158EE1127	11	E1C	58E11	105A29E	4183			472,429
									472,429

Budget Summary Page

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$248,819
2. Fringe Benefits	\$74,205
3. Travel	\$10,670
4. Equipment	\$0
5. Supplies	\$55,970
6. Contractual	\$60,600
7. Construction	\$0
8. Other	\$259,699
9. Total Direct Charges	\$709,963
10. Indirect Costs: <u>0.00%</u> Base	\$0
11. Total (Share: Recipient <u>33.00</u> % Federal <u>67.00</u> %.)	\$709,963
12. Total Approved Assistance Amount	\$472,429
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$472,429
15. Total EPA Amount Awarded To Date	\$472,429

Administrative Conditions

1. In accordance with Section 2(d) of the Prompt Payment Act (P.L. 97-177), Federal funds may not be used by the recipient for the payment of interest penalties to contractors when bills are paid late nor may interest penalties be used to satisfy cost sharing requirements. Obligations to pay such interest penalties will not be obligations of the United States.

2. Congress has prohibited EPA from using its FY 2011 appropriations to provide funds to the Association of Community Organizations for Reform Now (ACORN) or any of its subsidiaries. None of the funds provided under this agreement may be used for subawards/subgrants or contracts to ACORN or its subsidiaries. Recipients should direct any questions about this prohibition to their EPA Grants Management Office.

3. UTILIZATION OF SMALL, MINORITY AND WOMEN'S BUSINESS ENTERPRISES

GENERAL COMPLIANCE, 40 CFR, Part 33

The recipient agrees to comply with the requirements of EPA's Program for Utilization of Minority and Women's Business Enterprises (MBE/WBE) in procurement under assistance agreements, contained in 40 CFR, Part 33.

FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D

A recipient must negotiate with the appropriate EPA award official, or his/her designee, Fair share objectives for MBE and WBE participation in procurement under the financial assistance agreement.

Current Fair Share Objective/Goal

The dollar amount of this assistance agreement is \$250,000, or more; or the total dollar amount of all of the recipient's non-TAG assistance agreements from EPA in the current fiscal year is \$250,000, or more. The Idaho Department of Environmental Quality has negotiated the following, applicable MBE/WBE fair share objectives/goals with EPA as follows:

	MBE	WBE
Construction	2.40%	1.60%
Supplies	0.70%	1.40%
Services	1.20%	1.80%
Equipment	0.10%	0.30%

Negotiating Fair Share Objectives/Goals, 40 CFR, Section 33.404

If the recipient has not yet negotiated its MBE/WBE fair share objectives/goals, the recipient agrees to submit proposed MBE/WBE objectives/goals based on an availability analysis; or disparity study, of qualified MBEs and WBEs in their relevant geographic buying market for construction, services, supplies and equipment.

The recipient agrees to submit proposed fair share objectives/goals, together with the supporting availability analysis or disparity study, to the Regional MBE/WBE Coordinator within 120 days of its acceptance of the financial assistance award. EPA will respond to the proposed fair share objective/goals within 30 days of receiving the submission. If proposed fair share objective/goals are not received within the 120 day time frame, the recipient may not expend its EPA funds for procurements until the proposed fair share objective/goals are submitted.

SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C

Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to ensure that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

- (a) Ensure Disadvantaged Business Enterprises (DBEs) are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State, and local government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- (b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- (c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- (d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- (e) Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce in finding DBEs.
- (f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

MBE/WBE REPORTING, 40 CFR, Part 33, Sections 33.502 and 33.503

The recipient agrees to complete and submit EPA Form 5700-52A, "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" beginning with the Federal fiscal year reporting period the recipient receives the award, and continuing until the project is completed. Only procurements with certified MBE/WBEs are counted toward a recipient's MBE/WBE accomplishments. The reports must be submitted semiannually for the periods ending March 31st and September 30th for:

Recipients of financial assistance agreements that capitalize revolving loan programs (CWSRF, DWSRF, Brownfields); and

All other recipients not identified as annual reporters (40 CFR Part 30 and 40 CFR Part 35, Subpart A and Subpart B recipients are annual reporters).

The reports are due within 30 days of the end of the semiannual reporting periods (April 30th and October 30th). Reports should be sent to Sara Ayres, U.S. Environmental Protection Agency, 1200 Pennsylvania Avenue, NW Mail Code 3903R, Room 51225, Washington, DC 20460, 202-564-5391. Final MBE/WBE reports must be submitted within 90 days after the project period of the grant ends. Your grant cannot be officially closed without all MBE/WBE reports.

EPA Form 5700-52A may be obtained from the EPA Office of Small Business Program's Home Page on the Internet at www.epa.gov/osbp.

CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302

The recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

BIDDERS LIST, 40 CFR, Section 33.501(b) and (c)

Recipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.5

4. Pursuant to 40 CFR 31.41(b) and 31.50(b), EPA recipients shall submit a final Federal Financial Report (SF-425) to EPA no later than 90 calendar days after the end of the project period. The form is available on the internet at <http://www.epa.gov/ocfo/finservices/forms.htm>. All FFRs must be submitted to the Las Vegas Finance Center: US EPA, LVFC, PO Box 98515, Las Vegas, NV 89193, or by Fax to: 702-798-2423.

The LVFC will make adjustments, as necessary, to obligated funds after reviewing and accepting a final Federal Financial Report. Recipients will be notified and instructed by EPA if they must complete any additional forms for the closeout of the assistance agreement.

EPA may take enforcement actions in accordance with 40 CFR 31.43 if the recipient does not comply with this term and condition.

5. Payment to consultants. EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by recipients or by a recipient's contractors or subcontractors shall be limited to the maximum daily rate for a Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. As of January 1, 2011, the limit is \$596.00 per day and \$74.50 per hour. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with their normal travel reimbursement practices).

Subagreements with firms for services which are awarded using the procurement requirements in 40 CFR 30 or 31, as applicable, are not affected by this limitation unless the terms of the contract provide the recipient with responsibility for the selection, direction, and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation. See 40 CFR 31.36(j) or 30.27(b).

6. HOTEL-MOTEL FIRE SAFETY

Pursuant to 40 CFR 30.18, if applicable, and 15 USC 2225a, the recipient agrees to ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance (FEMA ID is currently not required), or to find other information about the Act.

7. The chief executive officer of this recipient agency shall ensure that no grant funds awarded under this assistance agreement are used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The recipient shall abide by its respective OMB Circular (A-21, A-87, or A-122), which prohibits the use of federal grant funds for litigation against the United States or for lobbying or other political activities.

8. I. Reporting Subawards and Executive Compensation.

A. Reporting of first-tier subawards.

1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e of this award term).

2. Where and when to report. You must report each obligating action described in paragraph A.1. of this award term to www.fsrs.gov.

For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. What to report. You must report the information about each obligating action that the submission instructions posted at www.fsrs.gov specify.

B. Reporting Total Compensation of Recipient Executives.

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if --

i. the total Federal funding authorized to date under this award is \$25,000 or more;

ii. in the preceding fiscal year, you received--

(a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(b) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:

i. As part of your registration profile at www.ccr.gov.

ii. By the end of the month following the month in which this award is made, and annually thereafter.

C. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if --

i. in the subrecipient's preceding fiscal year, the subrecipient received--

(a) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(b) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

D. Exemptions

1. If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:
 - i. subawards, and
 - ii. the total compensation of the five most highly compensated executives of any subrecipient.

E. Definitions. For purposes of this award term:

1. Entity means all of the following, as defined in 2 CFR part 25:

- i. A Governmental organization, which is a State, local government, or Indian tribe;
- ii. A foreign public entity;
- iii. A domestic or foreign nonprofit organization;
- iv. A domestic or foreign for-profit organization;
- v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. Executive means officers, managing partners, or any other employees in management positions.

3. Subaward:

- i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
- ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. --.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
- iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. Subrecipient means an entity that:

- i. Receives a subaward from you (the recipient) under this award; and
- ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

9. Central Contractor Registration and Universal Identifier Requirements.

A. Requirement for Central Contractor Registration (CCR). Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. Requirement for Data Universal Numbering System (DUNS) numbers. If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.
2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

C. Definitions. For purposes of this award term:

1. Central Contractor Registration (CCR) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the CCR Internet site (currently at <http://www.ccr.gov>).

2. Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).

3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:

- a. A Governmental organization, which is a State, local government, or Indian tribe;
- b. A foreign public entity;
- c. A domestic or foreign nonprofit organization;
- d. A domestic or foreign for-profit organization; and
- e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

4. Subaward:

a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. --.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. Subrecipient means an entity that:

- a. Receives a subaward from you under this award; and
- b. Is accountable to you for the use of the Federal funds provided by the subaward.

10. In accordance with 40 CFR 31.34 for State, local and Indian Tribal governments or 40 CFR 30.36 for other recipients, EPA has the right to reproduce, publish, use, and authorize others to use copyrighted works or other data developed under this assistance agreement for Federal purposes.

Examples of a Federal purpose include but are not limited to: (1) Use by EPA and other Federal employees for official Government purposes; (2) Use by Federal contractors performing specific tasks for the Government; (3) Publication in EPA documents provided the document does not disclose trade secrets (e.g. software codes) and the work is properly attributed to the recipient through citation or otherwise; (4) Reproduction of documents for inclusion in Federal depositories; (5) Use by State, tribal and local governments that carry out delegated Federal environmental programs as "co-regulators" or act as official partners with EPA to carry out a national environmental program within their jurisdiction and; (6) Limited use by other grantees to carry out Federal grants provided the use is consistent with the terms of EPA's authorization to the other grantee to use the copyrighted works or other data.

Under Item 6, the grantee acknowledges that EPA may authorize another grantee(s) to use the

copyrighted works or other data developed under this grant as a result of:

- a. the selection of another grantee by EPA to perform a project that will involve the use of the copyrighted works or other data or;
- b. termination or expiration of this agreement.

In addition, EPA may authorize another grantee to use copyrighted works or other data developed with Agency funds provided under this grant to perform another grant when such use promotes efficient and effective use of Federal grant funds.

11. In accordance with the policies set forth in EPA Order 1000.25 and Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management (January 24, 2007), the recipient agrees to use recycled paper and double sided printing for all reports which are prepared as a part of this agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration.

Any State agency or agency of a political subdivision of a State which is using appropriated Federal funds shall comply with the requirements set forth in Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962). Regulations issued under RCRA Section 6002 apply to any acquisition of an item where the purchase price exceeds \$10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. RCRA Section 6002 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by EPA. These guidelines are listed in 40 CFR 247.

12. Recipients shall fully comply with Subpart C of 2 CFR Part 180 entitled, "Responsibilities of Participants Regarding Transactions Doing Business With Other Persons," as implemented and supplemented by 2 CFR Part 1532. Recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Recipient acknowledges that failing to disclose the information required under 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

Recipients may access the Excluded Parties List System at <http://www.epls.gov>. This term and condition supersedes EPA Form 5700-49, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

13. The recipient organization of this EPA assistance agreement must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 40 CFR 36.200 - 36.230. Additionally, in accordance with these regulations, the recipient organization must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award.

Those recipients who are individuals must comply with the drug-free provisions set forth in Title 40 CFR 36.300.

The consequences for violating this condition are detailed under Title 40 CFR 36.510. Recipients can access the Code of Federal Regulations (CFR) Title 40 Part 36 at http://www.access.gpo.gov/nara/cfr/waisidx_06/40cfr36_06.html.

14. a. The recipient agrees to:

- (1) Establish all subaward agreements in writing;
- (2) Maintain primary responsibility for ensuring successful completion of the EPA-approved project (this responsibility cannot be delegated or transferred to a subrecipient);
- (3) Ensure that any subawards comply with the standards in Section 210(a)-(d) of OMB Circular A-133 and are not used to acquire commercial goods or services for the recipient;
- (4) Ensure that any subawards are awarded to eligible subrecipients and that proposed subaward costs are necessary, reasonable, and allocable;
- (5) Ensure that any subawards to 501(c)(4) organizations do not involve lobbying activities;
- (6) Monitor the performance of their recipients and ensure that they comply with all applicable regulations, statutes, and terms and conditions which flow down in the subaward;
- (7) Obtain EPA's consent before making a subaward to a foreign or international organization, or a subaward to be performed in a foreign country; and
- (8) Obtain approval from EPA for any new subaward work that is not outlined in the approved work plan in accordance with 40 CFR Parts 30.25 and 31.30, as applicable.

b. Any questions about subrecipient eligibility or other issues pertaining to subawards should be addressed to the recipient's EPA Project Officer. Additional information regarding subawards may be found at <http://www.epa.gov/ogd/guide/subaward-policy-part-2.pdf>. Guidance for distinguishing between vendor and subrecipient relationships and ensuring compliance with Section 210(a)-(d) of OMB Circular A-133 can be found at <http://www.epa.gov/ogd/guide/subawards-appendix-b.pdf> and <http://www.whitehouse.gov/omb/circulars/a133/a133.html>.

c. The recipient is responsible for selecting its subrecipients and, if applicable, for conducting subaward competitions.

15. Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this assistance agreement. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

16. EPA's financial obligations to the recipient are limited by the amount of federal funding awarded to date as shown on line 15 in its EPA approved budget. If the recipient incurs costs in anticipation of receiving additional funds from EPA, it does so at its own risk.

17. 1. Trafficking in Persons.

a. Provisions applicable to a recipient that is a private entity.

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not-
 - i. Engage in sever 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 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our Agency at 2 CFR 1532.

- b. Provision applicable to a recipient 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)," as implemented by our agency at 2 CFR 1532.
- 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 the 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 the 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).

18. In accordance with OMB Circular A-133, which implements the Single Audit Act, the recipient hereby agrees to obtain a single audit from an independent auditor, if it expends \$500,000 or more in total Federal funds in any fiscal year. Within nine months after the end of a recipient's fiscal year or 30 days after receiving the report from the auditor, the recipient shall submit the SF-SAC and a Single Audit Report Package. The recipient MUST submit the SF-SAC and a Single Audit Report Package, using the Federal Audit Clearinghouse's Internet Data Entry System. For complete information on how to accomplish the single audit submissions, you will need to visit the Federal Audit Clearinghouse Web site: <http://harvester.census.gov/fac/>

19. In accordance with Homeland Security Presidential Directive-12 (HSPD-12), Policy for a Common Identification Standard of Federal Employees and Contractors, and Executive Order 10450, Security Requirements for Government Employment, the recipient agrees to follow instructions from the EPA Project Officer to ensure compliance with the EPA Personnel Access and Security System (EPASS). Any

recipient employees, contractors, or other individuals that meet one of the following two criteria must comply in order to perform work under this assistance agreement:

1. Those personnel on site at an EPA facility at least 24 hours per week for more than six months; or
2. Those personnel needing access to EPA's application or general support systems classified as "HIGH" under FIPS 199 and/or to the information contained within these systems.

The recipient agrees not to use funds for any such personnel unless a temporary or permanent EPASS badge has been issued to that person.

20. Any use of the EPA logo should be accompanied with a statement indicating that "This publication was developed under Assistance Agreement No. AF-83494301-0 awarded by the U.S. Environmental Protection Agency. It has not been formally reviewed by EPA. The views expressed in this document are solely those of the City of Hailey, ID and EPA does not endorse any products or commercial services mentioned in this publication."

21. By accepting this agreement for the electronic method of payment through the Automated Clearing House (ACH) network using the EPA-ACH payment system, the recipient agrees to:

- (a) Request funds based on the recipient's immediate disbursement requirements by presenting an EPA-ACH Payment Request to your EPA Servicing Finance Office (see EPA-ACH Payment System Recipient's Manual for additional information).
- (b) Provide timely reporting of cash disbursements and balances in accordance with the EPA-ACH Payment System Recipient's Manual; and
- (c) Impose the same standards of timing and reporting on subrecipients, if any.

Failure on the part of the recipient to comply with the above conditions may cause the recipient to be placed on the reimbursement payment method.

22. Rights to inventions made under this assistance agreement are subject to the provisions of Title 37 Code of Federal Regulations (CFR), Part 401, 'Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements', as revised through the date of this assistance agreement.

23. The recipient understands that none of the funds for this project (including funds contributed by the recipient as cost sharing) may be used to pay for the travel of Federal employees or for other costs associated with Federal participation in this project. Except however, if a Federal agency is selected through the recipient's procurement process to carry out some of the work as a contractor to the recipient, funds may be used to allow necessary Federal travel and other costs associated with Federal participation in this project.

24. In accordance with 40 CFR 30.24(b)(1), program income will be added to funds committed to the project by EPA and used to further eligible project or program objectives.

Programmatic Conditions

1. Quarterly Report:

In accordance with EPA regulations (40 C.F.R. 31.40 for State, local and tribal governments; 40 C.F.R. 30.51 for other recipients), the recipient agrees to submit quarterly progress reports to the EPA Project

Officer within thirty days after each reporting period. These reports shall cover work status, work progress, difficulties encountered, preliminary data results and a statement of activity anticipated during the subsequent reporting period, including a description of equipment, techniques, and materials to be used or evaluated. A discussion of expenditures along with a comparison of the percentage of the project completed to the project schedule and an explanation of significant discrepancies shall be included in the report. The report shall also include any changes of key personnel concerned with the project.

In addition, the report shall include brief information on each of the following areas: 1) a comparison of actual accomplishments with the anticipated outputs/outcomes specified in the assistance agreement work plan; 2) reasons why anticipated outputs/outcomes were not met; and 3) other pertinent information, including, when appropriate, analysis and explanation of cost overruns or high unit costs. The recipient agrees that it will notify EPA of problems, delays, or adverse conditions which materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan. The recipient's quarterly reports will include estimates of greenhouse gas reductions achieved by the project including the underlying data and assumptions used to calculate those reductions.

2. Final Technical Report:

In accordance with EPA regulations (40 C.F.R. 31.40 for State, local and tribal governments; 40 C.F.R. 30.51 for other recipients), the recipient agrees to submit to the EPA Project Officer within 90 days after the expiration or termination of the approved project period a final report and at least one reproducible copy suitable for printing. The final report shall document project activities over the entire project period and shall include brief information on each of the following areas: 1) a comparison of actual accomplishments with the anticipated outputs/outcomes specified in the assistance agreement work plan; 2) reasons why anticipated outputs/outcomes were not met; and 3) other pertinent information, including, when appropriate, analysis and explanation of cost overruns or high unit costs. The recipient agrees that it will notify EPA of problems, delays, or adverse conditions which materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan. The recipient's final technical report will include estimates of greenhouse gas reductions achieved by the project including the underlying data and assumptions used to calculate those reductions.

3. Workshops Attendance:

Recipient must send at least one employee of Recipient's organization to attend and participate in EPA's Annual Climate Showcase Communities Training Workshop every year for each year of this grant agreement's active project period. To the extent such costs are allowable, grant funds may be used for travel and related costs for up to three people to attend the annual training workshops. Grant funds may not be used to send more than three people to the annual training workshop each year. Recipients must seek prior approval for training training expenses, including travel and lodging costs.

4. No EPA grant funding will be used to install renewable energy systems to existing buildings that are eligible for or listed on the National Register of Historic Places in the absence of appropriate review under section 106 of the National Historic Preservation Act (NHPA).

5. EPA may terminate the assistance agreement for failure of the recipient to make sufficient progress so as to reasonably ensure completion of the project within the project period, including any extensions. EPA will measure sufficient progress by examining the performance required under the workplan in conjunction with the milestone schedule, the time remaining for performance within the project period, and/or the availability of funds necessary to complete the project.

6. Substantial Involvement

§ The EPA Project Officer (PO) and the recipient Project Manager (PM) will be in frequent communication throughout all phases of the Cooperative Agreement. At a minimum, this communication will occur through monthly telephone calls or e-mails, and at annual meetings.

- § The EPA PO will monitor the progress of the work throughout the project to ensure overall project direction.
- § The EPA PO will review all drafts of written materials which reference EPA program information going to the public before final printing and distribution.
- § The recipient will provide EPA with sufficient time to review and comment on all materials developed for this Cooperative Agreement. EPA reviews will focus on technical accuracy, compliance with applicable statutory and regulatory requirements.
- § The recipient PM agrees to consult with the EPA PO on all major phases of the project. However, the recipient shall make all final decisions. The EPA PO will provide input to the recipient on the various project tasks. This will occur through monthly phone conferences between the recipient and the EPA PO.

AGENDA ITEM SUMMARY

DATE: 2/14/2011

DEPARTMENT: Legal

DEPT. HEAD SIGNATURE: _____

SUBJECT:

River Street Memorandum of Ground Lease

AUTHORITY: ID Code _____ IAR _____ City Ordinance/Code _____
(IF APPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

I am enclosing a proposed Memorandum of Ground Lease the River Street property. The purpose of the Memorandum is to provide constructive notice to third parties about the 99 year lease. It is important to provide such notice to potential lenders so they understand that they are only able to mortgage the tenant's leasehold interest, not the land. The lease has previously been approved and signed by the Council President. For your information, the City has received the \$15,000 payment required under the PUD Agreement. The remaining \$50,000 payment is due upon issuance of the building permit.

Ned

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS: Case # _____
Budget Line Item # _____ YTD Line Item Balance \$ _____
Estimated Hours Spent to Date: _____ Estimated Completion Date: _____
Staff Contact: _____ Phone # _____
Comments:

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

___ City Attorney	___ Clerk / Finance Director	___ Engineer	___ Building
___ Library	___ Planning	___ Fire Dept.	_____
___ Safety Committee	___ P & Z Commission	___ Police	_____
___ Streets	___ Public Works, Parks	___ Mayor	_____

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve the Memorandum of Ground Lease and authorize the Council President to sign.

FOLLOW-UP REMARKS:

MEMORANDUM OF GROUND LEASE

THIS MEMORANDUM OF GROUND LEASE is made this ____ day of February, 2011, by and between the City of Hailey, Idaho, a municipality and political subdivision of the state of Idaho ("City") and River Street Apartments Limited Partnership, an Idaho limited partnership ("River Street").

NOTICE IS HEREBY GIVEN that the City and River Street entered into a certain Ground Lease dated the 24th day of January, 2010 ("Lease"), whereby the City and River Street agreed to lease unimproved property located 731 River Street North, Hailey, Idaho.

The Agreement is binding upon the heirs, successors and assigns to the parties thereto and constitutes a covenant running with the real property more particularly described as Lot 2A of a Replat of LOT 2A AND PARCEL A, SUTTON SUBDIVISION, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded December 8, 2006, as Instrument No. 542685, records of Blaine County, Idaho.

A copy of the Agreement is available for inspection during regular business hours at the Hailey City Hall, Hailey, Idaho.

WITNESS, this Memorandum of Ground Lease is executed on behalf of the City of Hailey, Idaho, this ____ day of February, 2010.

CITY OF HAILEY

By

FRITZ X. HAEMMERLE, Council President

RIVER STREET APARTMENTS
LIMITED PARTNERSHIP;
an Idaho limited partnership

By: River Street Senior Housing, LLC,
an Idaho limited liability company, General Partner

By:

Michelle Griffith
Manager

By:

Gregory A, Urrutia
Manager

MEMORANDUM OF GROUND LEASE

THIS MEMORANDUM OF GROUND LEASE is made this ____ day of February, 2011, by and between the City of Hailey, Idaho, a municipality and political subdivision of the state of Idaho ("City") and River Street Apartments Limited Partnership, an Idaho limited partnership ("River Street").

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A copy of the Agreement is available for inspection during regular business hours at the Hailey City Hall, Hailey, Idaho.

WITNESS, this Memorandum of Ground Lease is executed on behalf of the City of Hailey, Idaho, this ____ day of February, 2010.

CITY OF HAILEY

By _____
FRITZ X. HAEMMERLE, Council President

RIVER STREET APARTMENTS
LIMITED PARTNERSHIP,
an Idaho limited partnership

By: River Street Senior Housing, LLC,
an Idaho limited liability company, General Partner

By: Michelle Griffith
Michelle Griffith
Manager

By: Gregory A. Urrutia
Gregory A. Urrutia
Manager

ORIGINAL IN RED

STATE OF IDAHO)
) ss.
County of Blaine)

On this _____ day of February, 2011, before me, a Notary Public in and for said State, personally appeared FRITZ X. HAEMMERLE, known or identified to me to be the Council President of the City of Hailey, who executed the foregoing instrument, and acknowledged to me that he executed the same.

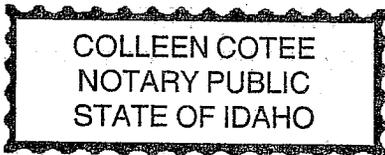
In witness thereof, I have set my hand and affixed my seal the day and year in this certificate above written.

Notary Public for Idaho
Residing at: _____
My commission expires: _____

STATE OF IDAHO)
) ss.
County of Blaine)

On this 27 day of January, 2011, before me, a Notary Public in and for said State, personally appeared MICHELLE GRIFFITH, known or identified to me to be one of the managers of River Street Senior Housing, LLC, an Idaho limited liability company, and the manager who subscribed said limited liability company name to the foregoing instrument, and acknowledged to me that she executed the same in said limited liability company name.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

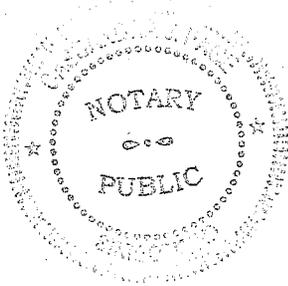


Colleen Cotee
Notary Public for Idaho
Residing at: Hailey, Id
My commission expires: 8.30.2016

STATE OF IDAHO)
County of Canyon) ss.
~~Blaine~~)

On this 31st day of January, 2011, before me, a Notary Public in and for said State, personally appeared GREGORY A. URRUTIA, known or identified to me to be one of the managers of River Street Senior Housing, LLC, an Idaho limited liability company, and the manager who subscribed said limited liability company name to the foregoing instrument, and acknowledged to me that he executed the same in said limited liability company name.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.



Cassandra J. Paag
Notary Public for Idaho
Residing at: Greenleaf
My commission expires: 2/2/13

AGENDA ITEM SUMMARY

DATE: 2/09/2011 DEPARTMENT: Treasurer DEPT. HEAD SIGNATURE: _____

SUBJECT:

Notice of Material Event – Rating Change (2001 Sewer Bonds; notice to Wells Fargo Bank)

AUTHORITY: ID Code _____ IAR _____ City Ordinance/Code _____
(IF APPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The Series 2001 Sewer Revenue Bond was insured by Financial Security Assurance (FSA) and received a "AAA" rating from Standard & Poor's based on the FSA insurance policy. Standard & Poor's has downgraded FSA to "AA+" which triggers a Material Event Filing as outlined in the Information Reporting Agreement (Tab 17 of the Bond Transcript). The notice follows.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

Budget Line Item # _____ YTD Line Item Balance \$ _____
Estimated Hours Spent to Date: _____ Estimated Completion Date: _____
Staff Contact: _____ Phone # _____
Comments:

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

___ City Attorney	___ Clerk / Finance Director	___ Engineer	___ Building
___ Library	___ Planning	___ Fire Dept.	_____
___ Safety Committee	___ P & Z Commission	___ Police	_____
___ Streets	___ Public Works, Parks	___ Mayor	_____

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Material Event filing under securities act per the Bond Transcript.

FOLLOW-UP REMARKS:*

Notice of Material Event Rating Change

The City of Hailey (the "City") is required to file a notice of the occurrence of any material event, with respect to its outstanding obligations, within the meaning of Rule 15c2-12. This notice is being provided to meet the continuing disclosure requirements of Rule 15c2-12 relating to the City's rating change on its Sewer Revenue Bonds, Series 2001 dated April 15, 2001.

On October 25, 2010, Standard & Poor's downgraded its ratings on Assured Guaranty Corp. and Assured Guaranty Municipal Corp. from AAA (negative outlook) to AA+ (stable outlook). These downgrades impact transactions insured by Assured Guaranty and transactions originally insured by FSA, whose municipal portfolio was acquired by Assured Guaranty in 2009. The City's bonds were insured by FSA at the time of issuance and therefore the rating change applies as shown below.

CUSIP	Issue	Prior Enhanced Rating	Current Enhanced Rating
40521N	Sewer Revenue Bonds, Series 2001	Aaa (Insured)	AA+ (Insured)

This notice serves to complete the City's continuing disclosure undertakings for this issue.

AGENDA ITEM SUMMARY

DATE: 2/14/2011

DEPARTMENT: Legal

DEPT. HEAD SIGNATURE: _____

SUBJECT:

Blaine Manor Development Agreement

AUTHORITY: ID Code _____ IAR _____ City Ordinance/Code _____
(IF APPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

I am enclosing a proposed Development Agreement between Hailey and Blaine County. The sole purpose of the Development Agreement is to postpone the construction of sidewalk, curb and gutter along Maple Street at the north of Blaine Manor. The execution of this Development Agreement was a condition of preliminary plat approval for the Wertheimer Park Subdivision plat. Upon approval of this agreement, the parties will be able to seek final plat approval and then record the Wertheimer Park Subdivision final plat. I would like the Council's approval to submit this agreement to the Blaine County Board of County Commissioners for their review and approval. I think it is prudent to await the County's approval before the City approves of the agreement. For your information, I have circulated a draft of this agreement to Beth, Tim Graves and Tom Bergin, and have incorporated all of their appropriate suggested revisions.

Ned

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS: Case # _____
Budget Line Item # _____ YTD Line Item Balance \$ _____
Estimated Hours Spent to Date: _____ Estimated Completion Date: _____
Staff Contact: _____ Phone # _____
Comments:

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

_____ City Attorney	_____ Clerk / Finance Director	_____ Engineer	_____ Building
_____ Library	_____ Planning	_____ Fire Dept.	_____
_____ Safety Committee	_____ P & Z Commission	_____ Police	_____
_____ Streets	_____ Public Works, Parks	_____ Mayor	_____

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to direct staff to forward the Blaine Manor Development Agreement to the Blaine County Board of County Commissioners for their review and approval.

FOLLOW-UP REMARKS:

DEVELOPMENT AGREEMENT
(Blaine Manor—Lot 3, Wertheimer Subdivision)

THIS DEVELOPMENT AGREEMENT is made and entered into this ____ day of _____, 2011, by and between the **CITY OF HAILEY, IDAHO**, a municipal corporation (hereinafter referred to as "City") and **BLAINE COUNTY, IDAHO**, a political subdivision of the State of Idaho (hereinafter referred to as "County").

RECITALS

- A. City is a municipal corporation possessing all the powers granted to municipalities under the applicable provisions of the Idaho Code, including, without limitation, all powers under the Local Land Use Planning Act, as set forth in Idaho Code § 67-6501, et seq.
- B. The County is the owner of record of certain real estate more particularly described as Lot 3 of the Wertheimer Park Plat, according to the official plat thereof, recorded as Instrument No. _____, records of Blaine County, Idaho ("Lot 3").
- C. The City, County and the Blaine County School District No. 61 have submitted a preliminary plat, entitled the Wertheimer Park plat, which creates three lots. Lot 1 is owned by Blaine County School District No. 61 and is commonly known as the Hailey Elementary School. Lot 2 is owned by the City and is commonly known as the Rodeo Grounds. Lot 3 is owned by the County and is commonly known as Blaine Manor. Blaine Manor is an assisted senior citizen facility.
- D. The subdivision standards of the City of Hailey require sidewalks, curb and gutter constructed to city standards adjacent to public streets. Lot 3 is adjacent to Maple Street and there is presently only a partial sidewalk, curb or gutter adjacent to Maple Street.
- E. The County intends to sell Lot 3 and using the proceeds of the sale to partially fund the construction of another senior citizen facility. The parties recognize that the present building on Lot 3 will become obsolete and eventually Lot 3 will be redeveloped, at which time the sidewalk, curb and gutter adjacent to Maple Street can be constructed.
- F. The City approved of the application to create the Wertheimer Park subdivision plat subject in part, to the execution of a development agreement allowing the construction of a sidewalk, curb and gutter adjacent to Maple Street at the time of future development of Lot 3.
- G. The County acknowledges that the Property will be developed pursuant to and in accordance with the City's Zoning Ordinance, and in accordance with the terms and conditions of this Agreement.
- H. The City's Planning and Zoning Commission and City Council have held public hearings as prescribed by law with respect to the rezoning of the Property.

- I. All public hearings have been or will be conducted pursuant to notice as required by law, and all other action required to be held or taken prior to the adoption and execution of this Agreement has been or will be held or taken.
- J. The parties enter into this Agreement with mutual consideration as reflected in the covenants, duties and obligations herein set forth.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Sidewalk Improvements. A sidewalk, curb and gutter adjacent to Maple Street shall be constructed according to the city standards in effect at the time of "future development of Lot 3." For the purpose of this requirement, "future development of Lot 3" shall mean any development or construction which will require design review or other permit under the City's zoning ordinance, in effect at the time of an application for development or construction.

2. Remedies. In the event county, its successors and assigns, subsequent owners of the Property or any other person or entity acquiring an interest in the Property, fails to faithfully comply with all of the terms and conditions included in this Agreement in connection with a portion of the Property, this Agreement may be enforced by an appropriate action at law or in equity to secure the performance of the covenants, agreements, conditions and obligations contained herein, and may include an action for specific performance, breach of contract, reformation and/or rescission.

3. Force Majeure. If either party hereto is delayed in the performance of any of its obligations hereunder because of inclement weather, labor dispute or strike, civil strife, reasons beyond such parties control, acts of God, actions by the State of Idaho or any of its agencies, or political subdivisions, the time for performance shall be extended for the same time as loss by the cause herein set forth.

4. Police Power. Nothing contained herein is intended to limit the police power of City or its discretion of review of subsequent applications regarding development of the Property. This Agreement shall not be construed to modify or waive any law, ordinance, rule, or regulation, including, without limitation, applicable building codes, fire codes, the City Zoning Ordinance, or the City Subdivision Ordinance.

5. Amendment. Upon final action to rezone the Property consistent with the terms hereof, this Development Agreement shall constitute a mutual commitment of the parties in accordance with Idaho Code § 67-6511A and applicable ordinances of the City. This Development Agreement may be revised, amended or canceled in whole or in part, only by means of a written instrument executed by both parties hereto. City and County agree to cooperate with each other in adopting any amendment which may reasonably be requested. Such cooperation shall be extended by City so long as the proposed amendment does not in the opinion of City, defeat the purposes of this Development Agreement.

6. Specific Performance. In the event of a breach of this Development Agreement, this Development Agreement shall be enforceable by specific performance by either party hereto, in addition to all other remedies at law or in equity. All remedies shall be cumulative.

7. Attorney's Fees. In the event either party hereto is required to retain counsel to enforce a provision of this Development Agreement, or to recover damages resulting from a breach thereof, the prevailing party shall be entitled to recover from the other party all reasonable costs and attorney's fees incurred therein, including costs and attorney's fees on appeal.

8. Notices. All notices required or provided for under this Development Agreement shall be in writing and deemed deliberate upon delivery in person, or upon mailing by certified mail, postage pre-paid. Notices to City shall be addressed as follows:

City of Hailey
115 Main Street So.
Suite H
Hailey, Idaho 83333

Notices given to County shall be addressed as follows:

Blaine County
206 First Avenue So.
Suite 300
Hailey, Idaho 83333

A party may change the address to which further notices are to be sent by notice in writing to the other party, and thereafter notices shall be addressed and transmitted to the new address.

9. Relationship of Parties. It is understood that the contractual relationship between City and County is such that the County is not the agent, partner or joint venturer of City. County hereby guarantees actual development and performance in accordance with the terms and conditions set forth in this Development Agreement.

10. Successors and Assigns. This Development Agreement shall inure to the benefit of, and be binding upon, City and County and their respective heirs, successors and assigns. This Development Agreement, and all conditions set forth herein, shall be and are hereby declared to be a covenant running with the land with regard to the Property, or any portion thereof.

11. Recordation. This Agreement shall be recorded with the Blaine County Recorder by the City.

12. Partial Invalidity. In the event any portion of this Development Agreement, or portion thereof, shall be determined by any court of competent jurisdiction to be invalid, void or otherwise unenforceable, the remaining provisions of this Development Agreement, or parties

thereof, shall remain in full force and effect and shall in no way shall be affected, impaired or invalidated as a result thereof. It is agreed and understood by the parties hereto that such remaining provisions shall be construed in a manner most closely approximating the intention of the parties with respect to the invalid, void or unenforceable provision or portion thereof.

13. Authority to Execute. Each of the entities executing this Development Agreement represent and warrant that such executing party has the lawful authority and authorization to execute this Development Agreement, as well as all deeds, easements, liens and other documents required hereunder, for and on behalf of the party executing this Development Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Development Agreement on the day and year first above written.

CITY OF HAILEY

By: _____
Richard L. Davis, Mayor

ATTEST:

Mary Cone, City Clerk

BLAINE COUNTY

By: _____
Angenie McCleary, Chair

STATE OF IDAHO)
) ss.
County of Blaine)

On this ____ day of _____, 2011, before me, a Notary Public in and for said State, personally appeared Richard L. Davis, known or identified to me to be the Mayor of the City of Hailey, who executed the foregoing instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

Notary Public for Idaho
Residing at: _____
My commission expires: _____

STATE OF IDAHO)
) ss.
County of Blaine)

On this ____ day of _____, 2011, before me, a Notary Public in and for said State, personally appeared Angenie McCleary, known or identified to me to be the Chairman of the Blaine County Board of County Commissioners, who executed the foregoing instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

Notary Public for Idaho
Residing at: _____
My commission expires: _____