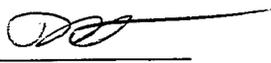


AGENDA ITEM SUMMARY

DATE: 3/9/09 DEPARTMENT: PW DEPT. HEAD SIGNATURE: 

SUBJECT: Review of proposed Request for Qualifications for an Architect to assist in drafting a Master Plan for the Rodeo Grounds

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

With the Citizen Survey showing the Rodeo Grounds as the number 1 capital project the Parks & Lands Board would like to bring in an architect to assist with master planning the site. A proposed RFQ for your review is attached.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS: Caselle # _____
Budget Line Item # _____ YTD Line Item Balance \$ _____
Estimated Hours Spent to Date: _____ Estimated Completion Date: _____
Staff Contact: Tom Hellen Phone # 788-9830 Ext 14
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:

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: Record *Additional/Exceptional Originals to: _____
Copies (all info.): _____ Copies (AIS only) _____

City of Hailey

Public Works Director/City Engineer
115 S. Main
Hailey, ID 83333
(208) 788-9830 Ext 14

REQUEST FOR STATEMENT OF QUALIFICATIONS

The City of Hailey is seeking statements of Qualifications from architectural firms or individuals for assistance with the drafting of a Master Plan for the City of Hailey Rodeo Grounds property. The anticipated scope of work for this project is included.

Since May 2008, the City of Hailey has been working with the Sawtooth Rangers and Hailey Ice volunteers, as well as other interested community members, to develop a conceptual plan for the Hailey Rodeo Grounds that would allow the rodeo event to continue and construct a concrete refrigerated rink in the center of the rodeo arena. This cooperative planning effort has been coordinated by the Hailey Parks & Lands Board, a group of volunteers appointed by the Mayor and Council to advocate the recreational interests of the citizens of Hailey.

Through the information gathered and discussed in a series of public meetings, P&L Board has recommended a site layout that accomplishes the community's stated goals; however, the plan now requires a professional design. The Board has been authorized by the City Council to seek a professional that can provide this assistance.

Applicants are expected to provide the following minimum information:

1. Applicants must show substantial firm expertise in design including site design and traffic circulation. Subcontracting for expertise not available within the submitting firm will be considered and should be noted in the application.
2. Applicants must list all team members expected to participate in the project and list individual responsibilities and qualifications.
3. Applicants must provide examples of related work and references.
4. Lead architects or engineers involved with this project must be licensed in the State of Idaho.

Qualified firms or individuals must submit a full statement of qualifications to the office of the City Engineer at 115 S. Main, Hailey, Idaho 83333 no later than 5:00 p.m. on April 3, 2009 to be considered. Please contact Thomas Hellen at 208-788-9830, Ext 14 for additional information concerning this project. The Mayor and City Council will select a

short list at the Council meeting on April 13, 2009 and those firms will be asked to submit proposals for completing the project as outlined by the City of Hailey.

PRELIMINARY SCOPE OF WORK

The Master Plan for the Hailey Rodeo Grounds that incorporates the existing white board wall in a multi-use outdoor arena for the Sawtooth Rangers 4th of July Rodeo and the Hailey Ice Rink that would enable other events and uses such as concerts, farmers markets or other community events; expansion to the Hailey Skatepark; public restrooms; visitors information kiosk or center; traffic flow and parking with an improved entrance at Main Street; and, green picnic areas. The Scope of Work is expected to include the following as a minimum:

- Conceptual site plan depicting a multi-use arena and support areas, traffic lanes and parking, landscaping and snow storage areas, pedestrian walkways and plaza areas, and other elements, drawn to scale and in sufficient detail to adequately describe a Rodeo Grounds Master Plan.
- Recommendations to utilize the existing white board wall, either intact as it is now or to be incorporated into a new structure to be used as an outdoor multi-use arena.
- Conceptual elevations showing the multi-use arena.
- Recommended construction phasing plan.

AGENDA ITEM SUMMARY

DATE: 2/26/2009 DEPARTMENT: Treasurer

DEPT. HEAD SIGNATURE: *Gregory Stover*

SUBJECT:

COBRA ADMINISTRATIVE SERVICES AGREEMENT

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Attached is an Agreement between A.W.Rehn and Associates establishing terms and conditions for the provision of COBRA (continuation of coverage) for exiting employees. Apparently this agreement was not signed in 2007 when we began working with Moloney+O'Neill for our Group Health coverage. This is a housekeeping issue; we have been using A.W. Rehn for COBRA administration since April 1, 2007 without charge. Rehn invoices Moloney+O'Neill and sends copies of notices to us for our files.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

Budget Line Item # _____ -0- _____ 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:

Mayor Davis is to sign all contracts.

FOLLOW-UP REMARKS:

Per request from Ned Williamson, the agreement has been amended
1) to show a start date of October 1, 2008 (the beginning of our fiscal year) and
2) adding "from COBRA participant" in 5.3, CONTRACT DURATION AND FEES.

ADMINISTRATIVE SERVICES AGREEMENT

THIS ADMINISTRATIVE SERVICES AGREEMENT ("Agreement") is made and effective this first day of October 1, 2008 by and between City of Hailey, hereinafter referred to as the "Client", and A.W. Rehn & Associates, Inc., hereinafter referred to as the "Administrative Firm."

1.0 PURPOSE OF CONTRACT

- 1.1 The purpose of this contract is to establish the terms and conditions upon which the Administrative Firm will provide the Client with administrative services for the operation of its health care continuation coverage per the requirements under the Consolidated Omnibus Budget Reconciliation Act (COBRA), as may be amended. Client's health care coverage plan is hereinafter referred to as the "Plan." The Client agrees to compensate the Administrative Firm in accordance with the terms of this Agreement for the performance of such services.

2.0 SERVICES

- 2.1 The Administrative Firm agrees to provide the following services, and as further described in EXHIBIT 1, COBRA ADMINISTRATION:
 - a) Upon receipt, via mail or facsimile ("fax"), of a COBRA Event Transmittal Form, as shown in EXHIBIT 2, from the Client notifying the Administrative Firm of the occurrence of a qualifying event under COBRA, the Administrative Firm shall provide administrative services for each qualified beneficiary identified. Such services shall include, but not be limited to, providing all notices to qualified beneficiaries on a timely basis, as required under COBRA, and undertaking to complete or notify Client of all other administrative functions required under COBRA including tasks relating to enrollment, processing changes and reporting and termination of COBRA coverage.
 - b) Provide reports to the Client of notifications mailed with attached copies of the individual notifications. It is the responsibility of the Client to verify, from the copies of the individual notifications, that (i) all COBRA Event Transmittal Forms were received by the Administrative Firm; and (ii) corresponding notices to beneficiaries were sent by the Administrative Firm.
 - c) Monitor time limitations for beneficiaries to respond to election forms and if continuation of Plan coverage under COBRA is elected, provide a billing statement to beneficiaries for monthly premiums.

- 4.1 The Administrative Firm agrees to maintain in force a fidelity bond in the amount of at least \$500,000.00 on each of its employees involved with the performance of services under this Agreement.
- 4.2 The Administrative Firm agrees to indemnify and hold harmless the Client and related entities from any loss, cost or expense claimed by third parties for damages caused solely by the negligence or willful misconduct of the Administrative Firm, its employees or agents in connection with the services to be performed by the Administrative Firm under the terms of this Agreement. The Client agrees to indemnify and hold harmless the Administrative Firm from any loss, cost or expenses claimed by third parties for damages caused solely by the negligence or willful misconduct of the Client, its employees, or agents in connection with the obligations of the Client under the terms of this Agreement. If the negligence or willful misconduct of both the Administrative Firm and the Client (or a person identified above for which each is liable) is a cause of such damage or injury, the loss, cost of expenses shall be shared between the Administrative Firm and the Client in proportion to their relative degrees of negligence or willful misconduct and the right of indemnity shall apply to such proportion. These indemnification rights and obligations shall survive the termination of this Agreement.

5.0 CONTRACT DURATION AND FEES

- 5.1 This Agreement shall be for an initial term of one (1) year and shall renew from year to year thereafter unless terminated by either party pursuant to the provisions of Article 6.0 of this Agreement.
- 5.2 Payment shall be made to the Administrative Firm by the Client within 60 days of receipt of the Administrative Firm's invoice for services rendered.
- 5.3 The Administrative Firm's fees for services performed under this Agreement shall be \$22.00 for each notification letter sent to a qualified beneficiary. The Administrative Firm will retain the additional fee from COBRA participant that is added to the actual premium cost for an enrolled beneficiary, as allowed by COBRA.
- 5.4 For additional or reduced services requested by the Client, additional or reduced compensation shall be agreed upon by the parties.

6.0 TERMINATION

- 6.1 This Agreement may be terminated at any time by either party serving written notice of termination at least 30 days prior to the termination date.

7.0 MISCELLANEOUS

- 7.8 All notices between Client and Administrative Firm called for or provided for in this Agreement shall be in writing and must be delivered on either of the parties either personally, by fax, or by certified mail return receipt requested, sent to the parties at their respective addresses referenced below. Notices sent by fax shall be deemed delivered on the date of a transmittal confirmation report from the sender's fax machine. Notices sent by certified mail shall be deemed delivered three days after being deposited in the United States mail, postage prepaid.
- 7.9 No modification or amendment of this Agreement shall be valid until the same is reduced to writing and executed with the same formalities as this present Agreement.
- 7.10 In the event of any dispute between the parties arising out of or relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs and/or arbitration costs in addition to all other relief to which the party may be entitled by law.

Accepted:

City of Hailey

Signature

Name & Title

Date _____

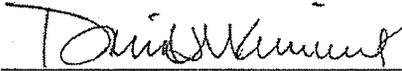
Address:

Fax #:

Tax Identification Number: _____

Accepted:

A.W.Rehn & Associates, Inc.



Signature

David W. Kimmet
Vice President

Date 2/26/09

Address:

1322 N Post St.
Spokane, WA 99201
Fax #: 509-535-7883

STAFF REPORT

TO: Hailey City Council
FROM: Becky Stokes, Treasurer
DATE: March 5, 2009
RE: Delta Dental Renewal

The price for dental coverage has changed with our renewal. We have opted to renew Delta Dental for a 21 month period. At the end of this time, our dental, health and vision insurances will be on a calendar cycle, rather than mid-year.

The rates have increased roughly 15% with this renewal, but are locked in until 12/31/2010. There are few dental options available in our area but we can research further during 2010 to see if Blue Cross of Idaho has a viable option or if others have become available.

Becky Stokes

From: Marie MerendinoBonaminio [MMerendinoBonaminio@deltadentalid.com]
Sent: Wednesday, March 04, 2009 1:00 PM
To: Becky Stokes
Cc: Patsy Sales; Mark Newbold
Subject: RE: City of Hailey Revised Renewal Letter

Becky,
You will not receive a new contract as the plan design is the same. The new rates and extension of months are in the letter.
We will renew your group per this letter at your request.
Thanks for your help, Marie

Marie MerendinoBonaminio
Delta Dental of Idaho
Sales Representative
555 E Parkcenter Blvd
Boise ID 83706
208-489-3524
208-489-3557 Fax
mmerendinobonaminio@deltadentalid.com

From: Becky Stokes [mailto:becky.stokes@haileycityhall.org]
Sent: Wednesday, March 04, 2009 12:54 PM
To: Marie MerendinoBonaminio
Subject: RE: City of Hailey Revised Renewal Letter

Thank you. Does this suffice as the "contract?"

From: Marie MerendinoBonaminio [mailto:MMerendinoBonaminio@deltadentalid.com]
Sent: Wednesday, March 04, 2009 11:55 AM
To: Becky Stokes; Mark Newbold
Cc: Patsy Sales
Subject: City of Hailey Revised Renewal Letter

Becky,
Here is the letter you requested with the new rates and revised renewal period for the City Council to review. The letter is addressed to Heather as she is in our system as the Plan administrator.
Let me know if you have any other questions. I will be at a conference working in Hailey on May 13,14 & 15 , I will contact you to set up a time for a visit.
We appreciate your business.
Thank you, Marie

Marie MerendinoBonaminio
Delta Dental of Idaho
Sales Representative
555 E Parkcenter Blvd
Boise ID 83706
208-489-3524
208-489-3557 Fax
mmerendinobonaminio@deltadentalid.com



DELTA DENTAL OF IDAHO
P.O. Box 2870
Boise, ID 83701 (208) 489-3583 Fax (208) 344-4649

Heather Dawson
City of Hailey
115 S Main Street Ste H
Hailey, ID 83333

March 4, 2009

RE: Renewal confirmation notice with 21 month contract

Dear Heather:

Delta Dental is pleased City of Hailey is renewing the group dental contract. Your renewal period has been revised to include 21 months with a 15% increase.

Your new premium rates for the contract period, April 1, 2009 through December 31, 2010, are listed below:

		COBRA Rates - available to groups with 20 or more employees
Employee	\$41.05	\$41.88
Employee + One Dependent	\$83.85	\$85.53
Employee + Two or more Dependents	\$144.55	\$147.45

We are proud to have the largest panel of dentists available, including specialists in every field of dentistry. Your employees have a large selection of dentists to choose from along with the protection from additional charges above the provider's filed fees. It's the Delta advantage.

It has been our pleasure to serve the dental needs of your employees. Your producer, Mark Newbold, and I are always available to answer any of your questions or provide you with additional information. Delta Dental looks forward to working with you in the future.

Sincerely,

Marie Merendino Bonaminio
Sales Representative

cc: Mark Newbold
818 W Riverside 800
Spokane, WA 99201

AGENDA ITEM SUMMARY

DATE: 3/9/09 DEPARTMENT: PW DEPT. HEAD SIGNATURE: 

SUBJECT: Authorize Mayor to sign Arbor Day Grant Application and Proclaim May 1, 2009 as Arbor Day in Hailey

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

A \$300 grant for Arbor Day through the Idaho Nursery and Landscape Association and Idaho Department of Lands is available for communities annually. Hailey has received this grant in the past. The Parks & Lands Board has chosen Balmoral Park as the location for these trees. A match of 25% (\$75) is required for this grant but this can be done with in-kind items such as city labor for installing the trees.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS: Caselle # _____
Budget Line Item # _____ YTD Line Item Balance \$ _____
Estimated Hours Spent to Date: _____ Estimated Completion Date: _____
Staff Contact: Tom Hellen Phone # 788-9830 Ext 14
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:

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: Record *Additional/Exceptional Originals to: _____
Copies (all info.): _____ Copies (AIS only) _____
Instrument # _____

Idaho Nursery & Landscape Assoc.
P. O. Box 2065
Idaho Falls, Idaho 83403
website: www.inlagrow.org

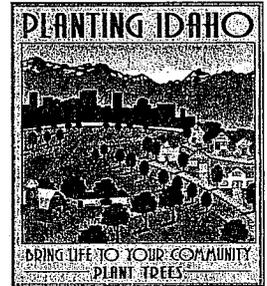
2009 Arbor Day Grant Program "PLANTING IDAHO"

City of Hailey
115 S Main St #h
Hailey, ID 83333-8408

RECEIVED

FEB 17 2009

BK



The Idaho Nursery and Landscape Association (INLA), in cooperation with the Idaho Department of Lands (IDL), Avista, Rocky Mountain Power, and Idaho Power, is pleased to announce a program intended to help cities celebrate Arbor Day, plant appropriate trees for energy conservation and foster a stronger relationship between Idaho communities and the Green and Utility Industries. This year, 40 Arbor Day grants in the amount of \$300 will be awarded for "Planting Idaho". Funding for this program is provided by the generous contributions of these Idaho utilities that have a large interest in healthy urban forests and having the **right tree planted in the right place.**



All Idaho communities are eligible to participate in the "Planting Idaho" program. Grant funds can be used for purchasing trees and shrubs and/or related planting and care materials for your community's Arbor Day celebration. A lottery style drawing will be used to determine who receives each of the 40 available grants. Applications must be received by INLA **no later than March 20th, 2009** to be considered. A list of INLA members will be provided to the grantees so they may purchase quality plant material and receive reliable advice on selection, planting and care; thus ensuring a significant positive impact on Idaho's environment.



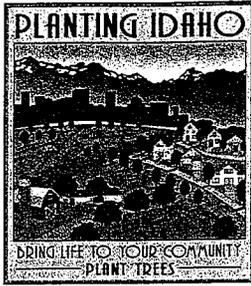
This is a **reimbursement** grant. Therefore, grantee communities must submit copies of paid invoices for plant materials, with check numbers, in the amount of at least \$300 to receive full payment of the grant. Additionally, a match of 25% (\$75) in cash or in-kind donation is required by the grantee.



Idaho joins most other states in celebrating Arbor Day on Friday, April 24, 2009. However, trees and planting conditions don't honor calendars – your community may choose to celebrate Arbor Day on a different date.



Questions? Ann Bates – 1-800-462-4769 – abates@inlagrow.org



2009 Arbor Day Grant Program "PLANTING IDAHO"

Application Form

Community Applying CITY OF HAILEY

Contact Person THOMAS HELLEN

Title PUBLIC WORKS DIRECTOR/CITY ENGINEER

Mailing Address 115 S MAIN ST City HAILEY Zip 83433

Phone Day: (208) 788-9830 x 14 Fax: (208) 788-2924

Email Address Tom.hellen@haileycityhall.org



1. When is your community planning to celebrate Arbor Day?

FRIDAY, MAY 1st

2. Arbor Day Event: Describe the Arbor Day Celebration your community is planning and how this grant will help your community's celebration.

PLANT 2 APPROPRIATE TREES IN EXUMERAL PARK (A CITY PARK)



3. Have you considered overhead utilities when selecting tree species for this site?

NO OVERHEAD UTILITIES @ SITE



AUTHORIZING SIGNATURE:

I certify the celebration described in this application is approved and supported by the city government.



Date	Authorized Signature	Title

Return to: Idaho Nursery and Landscape Association
P. O. Box 2065
Idaho Falls, Idaho 83403

Or Fax to: 208-529-0832
Questions? Ann Bates - 1-800-462-4769
abates@inlagrow.org website: inlagrow.org

Note: Applications may be returned by mail, fax or email, but must be received no later than March 20, 2009. All applicants will be notified the week of March 30, 2009.

IMPORTANT
You **MUST** also return a copy of your Arbor Day Proclamation signed by the Mayor.

AGENDA ITEM SUMMARY

DATE: 03/03/2009 **DEPARTMENT:** Library **DEPT. HEAD SIGNATURE:** LG

SUBJECT

Motion to authorize the Hailey Public Library to continue to implement collections through a private company (Unique Management Services) and all that collections entail.

AUTHORITY: ID Code IAR _____ City Ordinance/Code _____

BACKGROUND:

The Library Board made and approved a motion at the regular September 2008 board meeting to implement a collections service. A significant amount of revenue has been lost due to unrecovered materials and overdue fines. In the past, the Hailey Public Library has used internal resources in attempts to recover materials and money. The Hailey Public Library issues three separate notices over 120 days. If the materials are not collected or the account has an outstanding balance of \$25.00 or more, the account is turned over to the collection agency. The process is handled between the Library's Horizon database and the collection agency. Every patron that is turned over to collections is charged a \$10.00 debt collections fee of which \$8.95 is paid to UMS. The \$1.05 difference is collected to offset Library personnel time.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS

Budget Line Item # 1000032257 YTD Line Item Balance \$7,861.97 has been collected as of 2/28/2009

The Hailey Public Library will see an increase in fees and fines collected as there has never been recourse for collections previously.

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:

____ City Attorney ____ Clerk / Finance Director ____ Engineer ____ Mayor
____ P & Z Commission ____ Parks & Lands Board ____ Public Works ____ Other

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to authorize the continuation of the Library collection process.

FOLLOW UP NOTES:

AGENDA ITEM SUMMARY

DATE: 02/23/2009 **DEPARTMENT:** Clerk's office **DEPT. HEAD SIGNATURE:** MC

SUBJECT

Motion to authorize Council President Martha Burke to sign Memorandum of Agreement with the Idaho State Historic Preservation Office for CLG Grant - for the Hailey Rodeo Grounds Survey and nomination of Hailey Hotel (aka Hotel Rialto) – FY 2008-2009

AUTHORITY: ID Code IAR _____ City Ordinance/Code _____

BACKGROUND:

As part of the CLG grant process, the Memorandum of Agreement must be authorized by council and signed by an appropriate government official. We will receive a fully executed original of the Memorandum of Agreement once the State Historic Preservation Officer receives our signatures.

The Hailey Historic Preservation Commission proposes to work a total of 34 hours on this grant with the Project Coordinator working an expected 24 hours. Total cash matching for this grant is \$2,000. The original matching is 50% of Federal Grant Funds. As approved in the February 23, 2009 meeting Madeline Buckendorf has been hired to perform the Rodeo Grounds Survey and the Hailey Hotel (aka Hotel Rialto), her estimate is \$3,600 for both.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

Budget Line Item # _____ YTD Line Item Balance \$ _____

Hailey's budget amendment will have sufficient funds appropriated in Legislature for the match.

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:

____ City Attorney ____ Clerk / Finance Director ____ Engineer ____ Mayor
____ P & Z Commission ____ Parks & Lands Board ____ Public Works ____ Other

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Authorize the Council President to sign the Memorandum of Agreement for CLG Grant FY 2008/2009.

FOLLOW UP NOTES:



"The History and Preservation People"

Our mission: to educate through the identification, preservation, and interpretation of Idaho's cultural heritage.
www.idahohistory.net

C.L. "Butch" Otter
Governor of Idaho

Janet L. Gallimore
Executive Director

Administration
2205 Old Penitentiary Road
Boise, Idaho 83712-8250
Office: (208) 334-2682
Fax: (208) 334-2774

Archaeological Survey of Idaho
210 Main Street
Boise, Idaho 83702-7264
Office: (208) 334-3847
Fax: (208) 334-2775

Historical Museum and Education Programs
610 North Julia Davis Drive
Boise, Idaho 83702-7695
Office: (208) 334-2120
Fax: (208) 334-4059

Historic Preservation Office
210 Main Street
Boise, Idaho 83702-7264
Office: (208) 334-3861
Fax: (208) 334-2775

Historic Sites Office
2445 Old Penitentiary Road
Boise, Idaho 83712-8254
Office: (208) 334-2844
Fax: (208) 334-3225

Public Archives and Research Library
2205 Old Penitentiary Road
Boise, Idaho 83712-8250

Public Archives
Office: (208) 334-2620
Fax: (208) 334-2626

Research Library
Office: (208) 334-3356
Fax: (208) 334-3198

Oral History
Office: (208) 334-3863
Fax: (208) 334-3198

RECEIVED

FEB 19 2009

MHC

December 2008

TO: CLG Grants Coordinator
FROM: Ann Swanson, Grants Operations Specialists
Ann.swanson@ishs.idaho.gov 208.334.3861 ex. 104
RE: FY07 Certified Local Government grant documents

Enclosed find two copies of the Memorandum of Agreement and Assurances for the FY09 Certified Local Government grant to your community. Please have the appropriate government official sign the documents and return them to me. I will have our State Historic Preservation Officer (SHPO) sign and return a fully executed copy to you. For those communities where a government staff member does not administer the grant, please ensure a copy is given to the city or county clerk for their files.

At this time, Congress has funded this program through a Continuing Resolutions allowing for partial grant awards. Without question, each CLG will receive \$1,850. Although there is no guarantee for additional funding this fiscal year, we do anticipate continued support and expect to be able to pass through the amount of money identified on the attached chart. If you have any further questions about staging this grant, please contact me.

Must have 50-50 match.

Please mark your calendar to ensure a Mid-Project report is submitted on April 15 and the final product and billing will be submitted **NO LATER THAN AUGUST 31, 2009**. If you are working on a publication or any other public presentation, remember to acknowledge federal funding.

We look forward to working with each of you again. Do not hesitate to contact our office if you feel we can be of assistance in any way. Our grant manual is on-line at the Idaho State Historical Society web site <http://www.idahohistory.net/clggranthandbook.pdf> for further guidance.



FY09 CLG Grants

CLG	Awarded Amt.	
Ada Co.	5,250	County Treasures Awards, Irrigation interpretation, Cultural Atlas, Sears Kit Homes
Adams Co.	2,500	Survey Archaeological sites, web site
Boise	5,000	Update preservation plan
Caldwell	3,200	Dorsey Homes survey, revise walking tour
Hailey	4,000	Intensive survey for rodeo grounds, admin
Idaho City	3,000	Construction on IOOF Hall
Idaho Co.	3,000	Tolo Lake survey/National Register nomination
Idaho Falls	5,000	Don Rypkema lecture with Pocatello, Leadership training, administration
Kootenai Co.	3,000	Plan for Archaeological Properties, training
Latah Co.	8,000	National Register nominations for Troy Commercial District, Bovill Opera House, Hatley Barn, Cox Barn
McCall	1,050	Expand SITPA National Register district
Nampa	3,500	Survey Roosevelt Neighborhood, NR if possible
Pocatello	4,000	Admin, Walking Tour brochures, Don Rypkema lecture with IF, Calendars
Rupert	2,500	Expansion of Historic District (French Apts.)
Twin Falls City	6,000	Architectural assistance to property owners
Twin Falls Co.	3,500	Survey Agricultural properties

MEMORANDUM OF AGREEMENT

THIS AGREEMENT between the Idaho State Historic Preservation Office, Idaho State Historical Society, by and through the State Historic Preservation Officer, and the **City of Hailey** hereinafter called the grantee, relates to a survey and planning project to be undertaken by the grantee, assisted with a matching grant-in-aid to support the National Register of Historic Places program in Idaho. The program was established by the National Historic Preservation Act of 1966, as amended, and is administered by the National Park Service, U.S. Department of the Interior.

The State Historical Society and the grantee agree as follows:

1. Application (Project Description and Budget)

The grantee shall carry out project work as specified in the Application and other attachments, which are hereby incorporated into and made part of this Memorandum of Agreement as Attachment A. The grantee shall carry out project work in accordance with the project "Budget," which is attached and hereby incorporated into and made part of this Memorandum of Agreement as Attachment B. Both parties agree that all funds used by the Idaho State Historical Society for this project shall be federal funds from the Historic Preservation Fund. No state funds are available to satisfy the terms of this agreement. Any major alteration, increases, or decreases in the Project Description or any changes in the Budget must be submitted in writing for review and approval to the State Historic Preservation Office at least 30 days in advance of the proposed effective date and in accordance with the requirements detailed in the project manual which is attached and hereby incorporated into and made part of this Memorandum of Agreement. The State Historic Preservation Office will respond in writing within 15 days.

Final products will be reviewed and evaluated in accordance with the Secretary of the Interior's Standards for Archaeology and Historic Preservation and the approved "Application." Products that do not meet these standards will be rejected and obligation for products established in the "Work Program" will be considered unfulfilled.

Billing is due to State Historic Preservation Office no later than **August 31, 2009**.

2. Period of Performance

All work carried out as part of this grant-assisted project shall be conducted between October 1, 2008 and the project completion date of August 31, 2009 but not until the grantee has received a signed Memorandum of Agreement. Any changes in the period of performance for this project must be approved in writing by the State Historic Preservation Office at least 30 days prior to the project completion date.

A draft of any publication prepared as part of this project shall be submitted at least 30 days before the project completion date for review and approval by the State Historic Preservation Office. All publications and public information materials including audio visual and workshop materials, when applicable, must contain acknowledgment of National Park Service support and the nondiscrimination statement as identified in NPS-49 and the "CLG Grants Handbook".

3. Compensation

Compensation to the grantee shall be on a matching basis as outlined in the "Budget", subject to receipt of funds from the National Park Service and to successful completion of all project work activities. The State Historic Preservation Office agrees to pay the grantee up to **\$4,000** federal funds when received by the Society according to the Certified Local Government allocation system

as outlined in the Certified Local Government Program. The grantee agrees to contribute donated services for a minimum total of \$4,000 or 50% of eligible costs, whichever is less.

Payment will be made on the following schedule: The grantee may bill the State Historic Preservation Office after the completion and acceptance by the Society of each completed activity and federal and non-federal share supporting fiscal documentation. The Idaho State Historical Society will reimburse the federal share to the grantee upon the receipt of three copies of the reimbursement request if all completion materials and auditable records are approved. All reimbursements will be made for cash expenditures only. Reimbursement will be made when Historic Preservation Funds become available to the Idaho State Historical Society.

Final billing must also include a comparison of completed activities and budget to those in the approved application.

The grantee agrees to maintain all financial and administrative documents and records pertaining to the full life-cycle of the grant for a period of not less than three years after completion of the project.

4. Allowable Costs

Allowable costs are those costs that are documented to the satisfaction of the State Historic Preservation Office, that conform to the approved budget, and that are determined by the Historic Preservation Office to:

- a. meet federal requirements for the program;
- b. be necessary and reasonable for the completion of project work;
- c. have been incurred for project work during the period of the grant; and
- d. meet the obligations outlined in the "Application".

If the application is for acquisition or development of a National Register listed property:

- a. a Preservation Agreement or Covenant will be executed prior to our concurrent with disbursement of grant funds. The active period for the agreement is based on the amount of federal funds involved and is defined in Chapter 5, Section B.12 and Chapter 6, Section E.8.f.12 of NPS-49.
- b. a project sign acknowledging National Park Service assistance will be erected at the project site during the project's term or a copy of a written National Park Service waiver of this requirement.
- c. for a development project, the architectural plans and specifications must be approved by the Society as being in conformance with the "Secretary of the Interior's Standards for the Treatment of Historic Properties".
- d. a current appraisal by an appraiser meeting the professional qualifications in Chapter 6 of NPS-49 will be obtained prior to the acquisition of real property.
- e. a statement of Just Compensation will be obtained from the seller of the property prior to the acquisition of real property with National Park Service grant assistance or matching share.

5. Procurement of Personnel and Services

The grantee agrees to comply with Office of Management and Budget Circular A- 102 when soliciting supplies, equipment and other services. At a minimum all procurement transactions, regardless of whether by sealed bids or by negotiation, and without regard to dollar value, shall be consistent with OMB Circular A-102. Procurement procedures shall not restrict or eliminate competition. Written selection procedures shall provide, at a minimum, the following procedural requirements:

- a. Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product, or service to be procured, and when necessary shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equal" description may be used as a means to define the performance or other salient requirements of a procurement. The specific features of the named brand which must be met by offerors shall be clearly stated.
- b. Clearly set forth all requirements which offerors must fulfill and all other factors to be used in evaluating bids or proposals, such as a deadline for completion of project work.
- c. Contract awards shall be made only to responsible contractors that possess the potential ability to perform successfully under the terms and conditions of the proposed procurement. Consideration shall be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
- d. Contract awards shall not normally be made to a contractor or professional who has developed or has drafted bid specifications, requirements, a statement of work, an invitation for bids, and/or a request for proposals for a particular procurement. Only after formal advertising has not resulted in any acceptable bids may the grantee or subgrantee negotiate with any available contractor, including the contractor who produced the bid requirements.

Procurement shall be made by one of the following methods: (1) small purchase procedures; (2) competitive sealed bids (formal advertising); (3) competitive negotiation; (4) noncompetitive negotiation.

Evidence of competitive negotiation for professional services and/or formal advertising must be forwarded to the Historic Preservation Office to evidence compliance with federal procurement requirements prior to disbursement of funds.

6. Project Supervision

The grantee agrees to ensure that work performed by any project participant conforms to the Application and project schedule and is executed to the professional and scholarly standards required by the Historic Preservation Office.

7. Interim Reports and Requests for Reimbursement

The grantee will be required to submit interim fiscal and programmatic reports in compliance with

those dates set forth in the Application. Fiscal and programmatic reports are also required on September 10, if the grant crosses the federal fiscal year. Reimbursement requests can be made for federal funds at the completion of the project. Fifteen days after the completion of the project, 100% of the federal grant award must be requested. The grantee shall contact the Historic Preservation Office immediately in writing if any situation should arise that will affect the timely or successful completion of this project.

The grantee shall indemnify, defend and save harmless the State of Idaho, and the Department, its officers, agents and employees from and against all liability, claims, damages, losses, expenses, actions and suits whatsoever, including injury or death of others or any employee of the contractor or subcontractor caused by or arising out of performance, act or omission of any term of this contract.

THIS AGREEMENT may be terminated short of conclusion upon 15 days written notice from either the State Historic Preservation Office or the grantee. Should this agreement be terminated by the State Historic Preservation Officer, except for reasons of non-compliance by the grantee, the Historic Preservation Office will reimburse the grantee for up to 100% of the eligible costs incurred up to the termination date. Should this agreement be terminated by the grantee, the State Historic Preservation Office, at the discretion of the State Historic Preservation Officer, may reimburse the grantee for up to 100% of the eligible costs incurred to the termination date or may require the grantee to return any or all federal funds transferred to the grantee by the terminating date, depending upon the circumstances of the termination.

THE PARTIES hereto mutually agree to perform this agreement in accordance with this agreement and its attachments. This agreement becomes effective upon signature by the parties below.

Janet Gallimore
State Historic Preservation Officer

Date

City of Hailey

Date

ASSURANCES

The Participant hereby assures and certifies that it will comply with the regulations, policies, guidelines and requirements, including OMB Circulars (A-21, A-87, A-102, A-110, A-122, A-128, A-133) and the National Register Programs Guidelines (49) as they relate to the application, acceptance and use of federal funds for this federally-assisted project. Also the Participant assures and certifies to the grantor that:

1. It possesses legal authority to apply for the grant (and, as applicable, to finance and construct the proposed facilities); that a resolution, motion, or similar action has been duly adopted or passed as an official act of the Participant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Participant to act in connection with the application and to provide such additional information as may be required. It has the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of, personal or organizational conflict of interest, motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
3. It will assist the federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1974 (16 USC 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, or notifying the federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the federal grantor agency to avoid or mitigate adverse effects upon such properties.
4. It will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
5. It will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. ' ' 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. ' 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. ' ' 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) ' ' 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. ' 3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

D1-1350 The Participant/Applicant certifies that, as a condition to receiving any federal financial assistance from the Department of the Interior, it will comply with all federal laws relating to nondiscrimination. These laws include but are not limited to: (a) Title VI of Civil Rights Act of 1964 (42 U.S.C. 2000d-1), which prohibits discrimination on the basis of race, color, or national origin; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.); which prohibits discrimination on the basis of age; and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, handicap or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the applicant. THE APPLICANT HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE shall apply to all aspects of the applicant's operation including those parts that have not received or benefited from federal financial assistance.

If any real property or structure thereon is provided or improved with the aid of federal financial assistance extended to the Applicant by the Department, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Applicant for the period during which the federal financial assistance is extended to it by the Department.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts or other federal financial assistance extended after the date hereof to the Applicant by the Department, including installment payments after such date on account of applicants for federal financial assistance which were approved before such date.

The Applicant recognizes and agrees that such federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant; its successors, transferees, assignees, and subrecipients and the person whose signature appears below who is authorized to sign this assurance on behalf of the Applicant.

6. It will cause work on the project to be commenced within a reasonable time after receipt of notification from the approving federal agency that funds have been approved and that the project will be prosecuted to completion with reasonable diligence.
7. 18 USC 1913. No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, will be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to Members of Congress on the request of any Member of Congress, through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business.

Whoever, being an officer or employee of the United States or of any department or agency

thereof, violates or attempts to violate this section, shall be fined not more than \$500 or imprisoned not more than one year, or both; and after notice and hearing by the superior officer vested with the power of removing him, shall be removed from office or employment. (June 25, 1948, ch. 645, 62 Stat. 792.)

8. It will ensure all activities will comply with the Department of the Interior Standards for Preservation Planning, Identification, Evaluation, Registration, Historical Documentation, Architectural and Engineering, Archaeological Documentation, Treatment for Historic Preservation Projects, and Professional Qualifications.

9. DI 1953. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion. Lower Tier Cover Transactions.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 43 CFR Part 12, Section 12.5.10, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations are included in the proposal package. For further assistance in obtaining a copy of the regulations, contact the U.S. Department of the Interior, Acquisition and Assistance Division, Office of Acquisition and Property Management, 18th and C Streets, N.W., Washington, D.C. 20240.

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

10. It will cause to be performed the required financial and compliance audits in accordance with the single Audit Act of 1984.

11. It will comply with all applicable requirements of all other federal laws, executive orders, regulations and policies governing this program.

12. It will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.

13. It will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

14. It will comply with the provisions of: Executive Order 11296, relating to evaluation of flood hazards, and Executive Order 11288, relating to the prevention, control, and abatement of water pollution.

15. It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the applicable federal, State, or local agencies for the maintenance and operation of such facilities.

16. It will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency.

Will record the federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project.

17. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," Number A117.1-1961, as modified (41 CFR 101.17.703). The Participant will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.
18. It will obtain approval by the appropriate federal agency of the final working drawings and specifications before the project is advertised or placed on the market for bidding; that it will construct the project, or cause it to be constructed, to final completion in accordance with the application and approved plans and specifications; that it will submit to the appropriate federal agency for prior approval changes that alter the costs of the project, use of space, or functional layout; that it will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the construction grant program(s) have been met.
19. It will provide and maintain competent and adequate engineering supervision and inspection at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.
20. It will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. ' ' 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residential structures.
21. It will comply with the minimum wage and maximum hours provisions of the federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of State and local governments.
22. In accordance with E.O. 11755, it will ensure no person undergoing a sentence of imprisonment at hard labor shall be employed on a Historic Preservation Fund assisted grant work. Labor performed by state prisoners who are on work release, parole, or probation does not fall under this prohibition.
23. It will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. ' ' 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OMB's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
24. It will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. ' ' 276a to 276a-7), the Copeland Act (40 U.S.C. ' ' 276c and 18 U.S.C. ' ' 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. ' ' 327-333), regarding labor standards for federally assisted construction subagreements.
25. It will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. ' ' 1451 et. seq.); (f) conformity of federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. ' ' 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking

Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

26. Environmental Certification: Based upon a review of the application, proposal narrative, and the supporting documentation contained in the application, it has been determined that the proposed HPF project described in this notification meets the criteria for categorical exclusion listed in the National Register Program Manual NPS 49, Chapter 11, page 2, 4a, numbers 1,3,6,7, and 11.
27. It will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
28. It will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
29. It will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
30. It will indemnify, defend and save harmless the State of Idaho, and the Idaho State Historical Society, its officers, agents and employees from and against all liability, claims, damages, losses, expenses, actions and suits whatsoever, including injury or death of others or any employee of the contractor or subcontractor caused by or arising out of performance, act or omission of any term of this contract.
31. In accordance with National Park Service requirements, it agrees that repayment will be made if terms and conditions of this agreement are not followed or if costs claimed are disallowed following audit.
32. It will obtain federal, state, and local permits and permission to conduct the project from all appropriate agencies, departments, and owners before the project begins. This may include, but is not limited to, obtaining permission from private property owners to access the property, research permits from involved federal agencies to conduct archaeological investigation on federal land, and a permit from the Idaho State Historical Society to conduct archaeological excavation on state land.
33. It will meet the requirements of Idaho Public Records Law I.C. § 9-3-340E (Exemptions from Disclosure - Archaeological, Endangered Species, Libraries, Licensing Exams). In relevant part, this section exempts from public disclosure records, maps or other records identifying the location of archaeological or geophysical sites, if those sites are not already known to the general public.
34. It agrees that this project will comply with all of the above assurances that the State Historic Preservation Office must provide to the Department of the Interior. The Participant acknowledges and agrees to perform under this agreement as an independent contractor and not as an employee of the State of Idaho, and as such is solely responsible for his or her acts or that of his or her employees, servants, agents, or assigns in carrying out the obligations hereof. The Participant further agrees that he or she is solely responsible for all taxes (federal, state, or local) including unemployment, social security, or payroll taxes to which activities under this agreement may be subject.

Hailey

Date

PROJECT DESCRIPTION

Develop Intensive Level Survey for Hailey Rodeo Grounds and/or Nomination for Hailey Hotel Rialto Hailey, Idaho

A. Project Description:

The Hailey Historic Preservation Commission is seeking the services of a qualified historian or architectural historian to prepare an Intensive Level Survey of the Hailey Rodeo Grounds located on South Main St. in Hailey, ID. The property includes an arena constructed in the late 1940's and is a prominent structure in the south entrance to the City of Hailey. There is considerable interest in developing the site for the continued use as a rodeo grounds with possible additional uses including a skating rink, City Park, concert venue, and/or visitors' center. It is hoped that the historical information collected through the survey will provide valuable data to inform the decision makers as plans for the site are discussed as well as to assess the property's potential NRHP eligibility.

1. Project Coordinator:

Mary Cone
City Clerk
City of Hailey
115 Main St. S, Suite H,
Hailey, ID 83333
208-788-4221, ext. 11
mary.cone@haileycityhall.org

Ms. Cone will monitor and coordinate grant activities and funds. She will work closely with the Hailey Historic Preservation Commission (HHPC), the State Historic Preservation Office and a professional consultant (bids to be solicited) to achieve the goals of the project. Résumé enclosed.

2. Goals and Objectives:

The City of Hailey's project is documenting and preserving the history of the Hailey Rodeo Grounds. The end product would be intensive level survey forms. A professional consultant will be retained to develop the materials. Another goal would be to have a nomination to the historical register of the Hailey Hotel (aka Hotel Rialto).

The HHPC will attend a minimum of one two-hour meeting per month throughout the project.

3. Identification of Final Products:

Intensive survey forms. And possibly a nomination for Hailey Hotel (aka Hotel Rialto).

4. Meets Secretary of Interior's Standards:

The nomination materials will conform to the Secretary of Interior's *Standards for Registration*.

5. Timetable for Completion of Project and Submission of Reports:

January 18	Request for Bids from Consultants
February 29	Award Contract to Consultant
April 11	Mid-Project Report to SHPO
June 16	Nomination Form Drafts to SHPO
July 17	Final Nomination Forms to SHPO

6. Repository for Final Product:

One copy of the Final Nomination (and/or Survey) Forms will be sent to SHPO, Hailey Public Library, Blaine County Historical Museum, and Hailey City Hall for housing.

7. State Priority:

None



Mayor Rick Davis

September 29, 2008

Date

BUDGET

Develop Survey for Hailey Rodeo Grounds and Nomination for Hotel Rialto Hailey, Idaho

	FEDERAL	MATCH
NOMINATION MATERIALS		
Consultant Fixed Fee Contract	\$4,000	\$2,000
ADMINISTRATION & VOLUNTEER SUPPORT		
Five Commission Members Seven one-hour meetings @ \$10/hour	\$0	\$350.00
Project Coordinator Twenty-four hours @ \$30/hour	\$0	\$720.00
TOTAL	\$4,000.00	\$3,070.00

Non-Federal Share

Donor: Hailey Historic Preservation Commission
Source: Labor
Kind: In-Kind
Amount: \$350.00

*Must have minimum
of 50/50 match.*

Donor: City of Hailey Project Coordinator
Source: Labor
Kind: Direct Expense
Amount: \$720.00

Donor: City of Hailey
Source: Discretionary Fund
Kind: Cash
Amount: \$2,000.00

Total: \$3,070.00



Mayor Rick Davis

September 29, 2008

Date

