

**AGENDA ITEM SUMMARY**

**DATE:** 05/05/2014    **DEPARTMENT:** PW    **DEPT. HEAD SIGNATURE:** \_\_\_MP\_\_\_

**SUBJECT:**

Motion to approve Resolution 2014-41, authorizing city officials to sign a revised State/Local Agreement for Community Choices Grant to help pay for \$157,000 in sidewalk and street improvements from middle school to SH 75.

**AUTHORITY:**  ID Code \_\_\_\_\_     IAR \_\_\_\_\_     City Ordinance/Code \_\_\_\_\_  
(IF APPLICABLE)

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

The original agreement that the Council signed is no longer valid. ITD has made changes to the program, which include the ITD Districts helping to manage the projects. Changes have been made to the agreements to reflect that and ITD is requesting the Mayor sign the revised document.

About the project: Hailey applied for an ITD Community Choices grant to complete street improvement from the Wood River Middle School to ST HW 75, including improvements to the traffic signal. This project will enable students to walk safely from the middle school to the west side of State Highway 75.

**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:**

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

The Blaine County Shool District will pay 50% of the project match.

**ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:** (IF APPLICABLE)

<input checked="" type="checkbox"/> City Attorney	<input type="checkbox"/> Finance	<input type="checkbox"/> Licensing	<input type="checkbox"/> Administrator
<input type="checkbox"/> Library	<input type="checkbox"/> Community Development	<input type="checkbox"/> P&Z Commission	<input type="checkbox"/> Building
<input type="checkbox"/> Police	<input type="checkbox"/> Fire Department	<input type="checkbox"/> Engineer	<input type="checkbox"/> W/WW
<input type="checkbox"/> Streets	<input type="checkbox"/> Parks	<input checked="" type="checkbox"/> Public Works	<input type="checkbox"/> Mayor

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

Motion to approve Resolution 2014-\_\_\_, authorizing city officials to sign the revised State/Local Agreement for Community Choices Grant to help pay for \$157,000 in sidewalk and street improvements from middle school to SH 75.

**ACTION OF THE CITY COUNCIL:**

Date \_\_\_\_\_

City Clerk \_\_\_\_\_

**FOLLOW-UP:**

\*Ord./Res./Agrmt./Order Originals: Record  
Copies (all info.): \_\_\_\_\_  
Instrument # \_\_\_\_\_

\*Additional/Exceptional Originals to: \_\_\_\_\_  
Copies (AIS only)

**CITY OF HAILEY  
RESOLUTION NO. 2014-41**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY  
AUTHORIZING THE STATE/LOCAL AGREEMENT WITH IDAHO  
TRANSPORTATION DEPARTMENT, FOR COMMUNITY CHOICES GRANT  
AWARD FOR SIDEWALK IMPROVEMENTS FROM WOOD RIVER MIDDLE  
SCHOOL TO HWY 75**

WHEREAS, the City of Hailey desires to enter into an agreement with Idaho Transportation Department under which Idaho Transportation Department will provide the Community Choices Grant funds of \$157,000 for Sidewalk Improvements From Wood River Middle School To Hwy 75 in the City of Hailey.

WHEREAS, the City of Hailey and Idaho Transportation Department have agreed to the terms and conditions of the State/Local Agreement, a copy of which is attached hereto.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO**, that the City of Hailey approves the State/Local Agreement between the City of Hailey and Idaho Transportation Department and that the Mayor is authorized to execute the attached Agreement,

Passed this 5th day of May, 2014.

City of Hailey

\_\_\_\_\_  
Fritz X. Haemmerle, Mayor

ATTEST:

\_\_\_\_\_  
Mary Cone, City Clerk

Community Choices for Idaho - State and Local Agreement

RECEIVED  
APR 30 2014

BY: \_\_\_\_\_

Please sign the enclosed agreement and return to the Idaho Transportation Department, Division of Transportation Performance, c/o Ted Vanegas.

Thank you,

-Ted Vanegas

LTD  
Division of Transportation Performance  
PO Box 7129  
Boise, ID 83707-1129

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STATE/LOCAL AGREEMENT  
(PROJECT DEVELOPMENT)  
PROJECT NO. A014(348)  
COBBLESTONE LANE SIDEWALK, HAILEY  
BLAINE COUNTY  
KEY NO. 14348

PARTIES

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the IDAHO TRANSPORTATION BOARD, by and through the IDAHO TRANSPORTATION DEPARTMENT, hereafter called the State, and the CITY OF HAILEY, acting by and through its Mayor and Council, hereafter called the Sponsor.

PURPOSE

The Sponsor has requested funding under the Transportation Alternatives Program (TAP) as detailed in the Project Application. A copy of the Project Application is attached as Exhibit A. The purpose of this Agreement is to set out the terms and conditions necessary to obtain Federal-aid participation in the work.

**NOTE:** Securing the services of a consultant for project development services must follow the process outlined in the Idaho Transportation Department Guidelines for Local Public Agency Projects.

Since certain functions under this Agreement are to be performed by the State, requiring the expenditure of funds, and since the State can only pay for work associated with the State Highway System, the Sponsor is fully responsible for all costs incurred by the State related to the project.

Authority for this Agreement is established by Section 40-317 of the Idaho Code.

The Parties agree as follows:

SECTION I. GENERAL

1. It is necessary to develop construction plans and specifications in order that federal participation may be obtained in the construction costs of the project. Federal-aid for project development is available on this project.
2. Federal participation in the project is at the rate of 87.26%; local participation is 12.74%. Scheduled funding for this project is listed on the approved Idaho Transportation Investment Program, and subsequent revisions. Current estimated funding is as follows:
  - a. Project Development (State, Consultant, Local) - \$10,000
  - b. Construction Engineering - \$-0-
  - c. Construction - \$147,000
  - d. Total Estimated Project Costs - \$157,000
3. The Sponsor's match for this project will be provided as follows:
  - a. Cash in the amount of 12.74 percent of the entire project (currently \$20,000);
4. This project shall be designed to State Standards as defined in the current version of the Idaho Transportation Department's Design Manual, or as subsequently revised. The current version of the Design Manual can be viewed at the following web site: <http://itd.idaho.gov/manuals/ManualsOnline.htm> .
5. All information, regulatory and warning signs, pavement or other markings, and traffic signals required and warranted will be developed as a part of the plans, regardless of whether the work is done as a portion of the contract or by the Sponsor's forces.
6. If the project is terminated prior to completion, the Sponsor shall repay to the State all federal funds received for the project, and shall be liable to the

State for any un-reimbursed incidental expenses as provided for in Section II, Paragraph 1 of this Agreement.

7. Sufficient Appropriation. It is understood and agreed that the State is a governmental agency, and this Agreement shall in no way be construed so as to bind or obligate the State beyond the term of any particular appropriation of funds by the Federal Government or the State Legislature as may exist from time to time. The State reserves the right to terminate this Agreement if, in its sole judgment, the Federal Government or the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for the State to continue payments. Any such termination shall take effect immediately upon notice and be otherwise effective as provided in this Agreement.

SECTION II. That the State shall:

1. Provide the following services incidental to the project development:
  - a. Assist Sponsor in the selection of a Consulting Engineer and negotiations as needed, and furnish the Agreement for Engineering Services and any supplements thereto, to be used between the Sponsor and Consulting Engineers on this project.
  - b. Review Preliminary Environmental Evaluation and recommend other appropriate environmental documentation.
  - c. Furnish to the engineers copies of materials test reports and other data applying to the project and available to the State.
  - d. Provide a hearing officer to conduct a formal public hearing as necessary.
  - e. Assign State personnel or assist in hiring a qualified relocation agent to determine relocation entitlements and assistance which might be required by the project.

- f. File with the Federal Highway Administration applications for exceptions to AASHTO Standards when appropriate and for government land withdrawals for rights-of-way and airport clearance.
  - g. If requested by the Sponsor, assist in negotiations with public carriers and utilities for agreements on behalf of the Sponsor.
  - h. Review the consultant plans, estimates, reports and environmental studies, and issue notice of approval to the Sponsor and the engineer following the Concept, Preliminary and Final Design Reviews and the Design Study Report.
  - i. Supply roadway summary sheets and such standard drawings as may be required to supplement the plans.
  - j. Print and assemble plans, special provisions, specifications and contracts.
  - k. Advertise for bids and let the construction contract. Prior to construction, the parties will enter into a separate agreement covering responsibilities of the parties relating to construction.
2. Within sixty (60) days of receipt of appropriate documentation from the Sponsor showing expenditure of funds for project development, reimburse the Sponsor at the approved Federal-aid rate for eligible expenses.
  3. Bill the Sponsor for costs incurred by the State under this Agreement for project development, if those costs exceed the amount set out in Section III, Paragraph 1.
  4. Bill the Sponsor for any federal funds to be repaid by the Sponsor if the project is terminated prior to completion, and the Sponsor has been reimbursed with federal funds for preliminary engineering.

SECTION III. That the Sponsor shall:

1. Pay to the State, before the State begins the incidental services referred to in Section II, Paragraph 1, the sum of **FOUR THOUSAND DOLLARS (\$4,000)**, estimated to be the total expense to the State. In addition, pay to the State the cost of all incidental services provided by the State upon receipt of the billing provided for in Section II, Paragraph 3. Checks shall be made payable to the "Idaho Transportation Department".
2. Sponsor warrants that it will repay any federal reimbursements on this project if the project is terminated prior to completion.
3. With the assistance of the State, hire a consultant for development of the project.
4. Make timely payment of all consultant invoices throughout the design of the project. Periodically the Sponsor may submit allowable Consultant invoices and receipts to the State showing payment of same for reimbursement. The State will reimburse the Sponsor for eligible expenses less the Sponsor's match.
5. Advertise for formal public hearing if required.
6. Coordinate the relocation of utilities within the right-of-way of the project. Federal-aid utility relocations will be processed in accordance with the applicable provisions of 23 CFR and the Sponsor's utility policies and procedures.
7. Acquire all rights-of-way and easements needed to provide for construction and maintenance of the project.
8. Employ an approved certified general appraiser to complete all appraisals and an independent certified general appraiser to review appraisals required for the project.
9. Review the appraisal reviewer's statement of the estimated fair market value and approve an amount to be just compensation for each parcel to be acquired.

10. Provide a monthly right-of-way status report. (ITD-2161) and forward it to the project manager.
11. Before initiating negotiations for any real property required for right-of-way, establish, in writing, an amount considered to be just compensation, under Idaho law, Federal Regulations or any other applicable law, and make a prompt offer to acquire the property for the full amount established.
12. Make a good faith effort, in accordance with Real Property Acquisition Policies Act of 1970, to acquire the real property by negotiation. Employ a State Approved Negotiator if necessary.
13. Inform the property owner, in those cases where he indicates a willingness to donate a portion of his real property for rights-of-way, of all his rights, including his right to full compensation in money for land and damages, if any, in accordance with Idaho Code.
14. Provide relocation assistance and payments for any displaced person, business, farm operation, or nonprofit organization in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970; 49 CFR 24; 23 CFR 710; the Idaho Real Property Acquisition Act of 1971; Title 40, Chapter 20; and Title 58, Chapter 11; Idaho Code, as amended, and regulations promulgated thereunder. No individual or family shall be displaced until decent, safe and sanitary replacement housing is available to the relocatees for immediate occupancy. In addition, advise the State of any relocations required by the project and authorize the State to negotiate in its behalf for all relocation assistance and payments, the cost of which will be assumed by the Sponsor at the time of negotiation.
15. Ensure to the greatest extent practicable that no person lawfully occupying the real property shall be required to move from his home, farm or business without at least ninety (90) days' written notice prior to advertisement of the project.

16. Before advertisement for bids, provide a certification that all rights-of-way, easements, permits, materials sources and agreements necessary for the construction of the project have been acquired in accordance with the provisions of this Section. Provide a value of any right-of-way donations obtained, which may be credited as a matching share.
17. Evaluate the impact the project might have on the quality of the human environment and prepare and furnish to the State an environmental evaluation, that includes cultural resources, and any other documentation required by the National Environmental Policy Act.
18. At all required public hearings, furnish all necessary exhibits and provide for a representative of the Sponsor to describe the project; present information about the location and design, including alternatives; discuss the tentative schedules for rights-of-way acquisitions and construction; discuss the Sponsor's relocation assistance program; discuss the economic, sociological, and environmental effects of the project; and answer all questions concerning the project.
19. Comply with Appendix A, Title 49 CFR, Part 21, attached hereto and made a part hereof. By this agreement Sponsor agrees to comply with and be bound to the Civil Rights provisions of Title VI of the Federal Code and to generally insert those provisions in all contracts that it enters into that are federally funded on this project. If property acquired for this project with Federal financial assistance is transferred, the recipient of the property will be subject to Appendix A if the property is used for the same purpose it was originally acquired or for another purpose involving similar services or benefits to the general public. Sponsor should contact the State prior to disposing of any property acquired under this agreement.
20. Maintain all project records, including source documentation for all expenditures and in-kind contributions, for a period of three (3) years from

the date of final acceptance. If any litigation, claim, negotiation, or audit has been started before expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues that arise from it.

21. Comply with all other applicable State and Federal regulations.

**EXECUTION**

This Agreement is executed for the State by its Transportation Performance Division Administrator, and executed for the Sponsor by the Mayor, attested to by the City Clerk, with the imprinted Corporate Seal of the City of Hailey.

**IDAHO TRANSPORTATION DEPARTMENT**

APPROVED BY:

\_\_\_\_\_  
Transportation Performance  
Division Administrator

RECOMMENDED BY:

\_\_\_\_\_  
District Engineer

**ATTEST:**

**CITY OF HAILEY**

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

(SEAL)

By regular/special meeting  
on \_\_\_\_\_.

hm:14348 SLAPD.docx

## APPENDIX A

### Non-Discrimination Agreement for Local Public Agencies

#### Title VI Program

##### Organization and Staffing

Pursuant to 23 CFR 200, the Sponsor has designated a Title VI Coordinator who is responsible for monitoring practices, procedures, policies, and documents for compliance with Title VI. This individual is the designated liaison for Title VI program activities and for coordinating compliance monitoring with the Idaho Transportation Department Equal Employment Opportunity Office.

#### Assurances of Non-Discrimination

##### 49 CFR Part 21.7

The Sponsor hereby gives assurances:

1. That no person shall on the grounds of **race, color, or national origin**, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the Sponsor regardless of whether those programs and activities are Federally funded or not. The Federal-aid Highway Transportation Act of 1973 added **sex** to the list of prohibitive factors. **Disability** was added through Section 504 of the Rehabilitation Act of 1973. **Age** was subsequently added in 1975 under the Age Discrimination Act. **Minority populations and low-income populations** were added by Presidential Executive Order 12898. **Limited English proficient persons** was added by Presidential Executive Order 13166.
2. That it will promptly take any measures necessary to effectuate this agreement.
3. That each program, activity, and facility (i.e. lands change to roadways, park and ride lots etc.) as defined at 49 CFR 21.23(b) and (e), and the Civil Rights Restoration Act of 1987 will be (with regard to a program or activity) conducted, or will be (with regard to a facility) operated in compliance with the nondiscriminatory requirements imposed by, or pursuant to, this agreement.

Further assurance is given that the Sponsor will comply with all requirements of **Title II of the Americans with Disabilities Act of 1990 (ADA) and Section 504 of the Vocational Rehabilitation Act of 1973**. Public agencies are required to have completed a self-evaluation of all their programs and services (including pedestrian facilities) by 1992. In addition, public agencies with 50 or more employees were required to develop an ADA Transition Plan describing in detail how corrections would be made. If corrections could not be made within one year (or 1993), the Plan was to include a detailed schedule of how corrections would be made (CFR 28 35.105 & 35.150).

4. That these assurances are 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 Sponsor by the Idaho Transportation Department (ITD) under the Federally-Funded Program and is binding on it, other recipients, sub-grantees, contractors, sub-contractors, transferees, successors in interest and other participants.
5. That the Sponsor shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with all Federally-Funded programs and, in adapted form all proposals for negotiated agreements: *The (Sponsor), in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full*

*opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, or disability in consideration for an award.*

6. That the Sponsor shall insert the clauses of Attachment 1 of this Agreement in every contract subject to the Act and the Regulations.
7. That the Sponsor shall insert the clauses of Attachment 2 of this Agreement, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.
8. The Sponsor agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this agreement.

#### Implementation Procedures

This agreement shall serve as the Sponsor's Title VI plan pursuant to 23 CFR 200 and 49 CFR 21.

For the purpose of this agreement, "Federal Assistance" shall include:

1. grants and loans of Federal funds,
2. the grant or donation of Federal property and interest in property,
3. the detail of Federal personnel,
4. the sale and lease of, and the permission to use (on other than a casual or transient basis), Federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the Sponsor, or in recognition of the public interest to be served by such sale or lease to the Sponsor, and
5. any Federal agreement, arrangement, or other contract which has as one of its purposes, the provision of assistance.

The Sponsor shall:

1. Issue a policy statement, signed by the Sponsor's authorized representative, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the Sponsor's organization and to the general public. Such information shall be published where appropriate in languages other than English.
2. Take affirmative action to correct any deficiencies found by ITD or the United States Department of Transportation (USDOT) within a reasonable time period, not to exceed 90 days, in order to implement Title VI compliance in accordance with this agreement. The Sponsor's authorized representative shall be held responsible for implementing Title VI requirements.
3. Designate a Title VI Coordinator who has a responsible position in the organization and easy access to the Sponsor's authorized representative. The Title VI Coordinator shall be responsible for initiating and monitoring Title VI activities and preparing required reports.
4. Adequately implement the civil rights requirements.
5. Process complaints of discrimination consistent with the provisions contained in this agreement. Investigations shall be conducted by civil rights personnel trained in discrimination complaint investigation. Identify each complainant by race, color, national origin, sex, or disability; the nature of the complaint; the date the complaint was filed; the date the investigation was completed; the disposition; the date of the disposition; and other pertinent information. A copy of the complaint, together with a copy of the Sponsor's report of investigation, will be forwarded to ITD's EEO Office - External Programs within 10 days of the date the complaint was received by the Sponsor.

6. Collect statistical data (race and sex) of participants in, and beneficiaries of the Transportation programs and activities conducted by the Sponsor.
7. Conduct Title VI reviews of the Sponsor and sub-recipient contractor/consultant program areas and activities. Revise where applicable, policies, procedures and directives to include Title VI requirements.
8. Attend training programs on Title VI and related statutes conducted by ITD's EEO Office.
9. Participate in an annual review of the Sponsor's Title VI Program, the purpose of which is to determine to what extent the Sponsor has complied with Title VI requirements including the ADA. This review is conducted one year from the date of approval of the Non-Discrimination Agreement and then annually on the same date. The format for the Title VI review will be provided each year to the Sponsor for completion. A determination of compliance will be made by ITD's EEO Office based on the information supplied in the review. This review of the Sponsor's Title VI Program may also include an on-site review in order to determine compliance.

### **Discrimination Complaint Procedure**

Any person who believes that he or she, individually, as a member of any specific class, or in connection with any disadvantaged business enterprise, has been subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, the American with Disabilities Act of 1990, Section 504 of the Vocational Rehabilitation Act of 1973 and the Civil Rights Restoration Act of 1987, as amended, may file a complaint with the Sponsor. A complaint may also be filed by a representative on behalf of such a person. All complaints will be referred to the Sponsor's Title VI Coordinator for review and action.

In order to have the complaint consideration under this procedure, the complainant must file the complaint no later than 180 days after:

- a) The date of alleged act of discrimination; or
- b) Where there has been a continuing course of conduct, the date on which that conduct was discontinued.

In either case, the Sponsor or his/her designee may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.

Complaints shall be in writing and shall be signed by the complainant and/or the complainant's representative. Complaints shall set forth as fully as possible the facts and circumstances surrounding the claimed discrimination. In the event that a person makes a verbal complaint of discrimination to an officer or employee of the Sponsor, the person shall be interviewed by the Title VI Coordinator. If necessary, the Title VI Coordinator will assist the person in reducing the complaint to writing and submit the written version of the complaint to the person for signature. The complaint shall then be handled according to the Sponsor's investigative procedures.

Within 10 days, the Title VI Coordinator will acknowledge receipt of the allegation, inform the complainant of action taken or proposed action to process the allegation, and advise the complainant of other avenues of redress available, such as ITD and USDOT.

The Sponsor will advise ITD within 10 days of receipt of the allegations. Generally, the following information will be included in every notification to ITD:

- a) Name, address, and phone number of the complainant.
- b) Name(s) and address(es) of alleged discriminating official(s).
- c) Basis of complaint (i.e., race, color, national origin or sex)
- d) Date of alleged discriminatory act(s).
- e) Date of complaint received by the Sponsor.

- f) A statement of the complaint.
- g) Other agencies (state, local or Federal) where the complaint has been filed.
- h) An explanation of the actions the Sponsor has taken or proposed to resolve the issue raised in the complaint.

Within 60 days, the Title VI Coordinator will conduct an investigation of the allegation and based on the information obtained, will render a recommendation for action in a report of findings to the Sponsor's authorized representative. The complaint should be resolved by informal means whenever possible. Such informal attempts and their results will be summarized in the report of findings.

Within 90 days of receipt of the complaint, the Sponsor's authorized representative will notify the complainant in writing of the final decision reached, including the proposed disposition of the matter. The notification will advise the complainant of his/her appeal rights with ITD, or USDOT, if they are dissatisfied with the final decision rendered by the Sponsor. The Title VI Coordinator will also provide ITD with a copy of this decision and summary of findings upon completion of the investigation.

Contacts for the different Title VI administrative jurisdictions are as follows:

Idaho Transportation Department  
Equal Employment Opportunity Office – External Programs  
EEO Manager  
PO Box 7129  
Boise, ID 83707-1129  
208-334-8852

Federal Highway Administration  
Idaho Division Office  
3050 Lakeharbor Lane, Suite 126  
Boise, ID 83703  
208-334-9180

### **Sanctions**

In the event the Sponsor fails or refuses to comply with the terms of this agreement, the ITD may take any or all of the following actions:

1. Cancel, terminate, or suspend this agreement in whole or in part;
2. Refrain from extending any further assistance to the Sponsor under the program from which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Sponsor.
3. Take such other action that may be deemed appropriate under the circumstances, until compliance or remedial action has been accomplished by the Sponsor;
4. Refer the case to the Department of Justice for appropriate legal proceedings.

Distribution: EEO Office  
Appendix A revised: 03-09, 08-10

## Attachment 1

This Attachment is to be inserted in every contract subject to Title VI of the Civil Rights Act of 1964 and associated Regulations.

During the performance of this contract, the contractor/consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

**1. Compliance with Regulations**

The contractor shall comply with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

**2. Non-discrimination**

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

**3. Solicitations for Sub-contracts, Including Procurement of Materials and Equipment**

In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, sex, or national origin.

**4. Information and Reports**

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to ITD or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

**5. Sanctions for Non-compliance**

In the event of the contractor's non-compliance with the non-discrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

- Withholding of payments to the contractor under the contract until the contractor complies, and/or;
- Cancellation, termination, or suspension of the contract, in whole or in part

**Incorporation of Provisions**

The contractor shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contractor or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request ITD enter into such litigation to protect the interests of the state and, in addition, the contractor may request the USDOT enter into such litigation to protect the interests of the United States.

## Attachment 2

The following clauses shall be included in any and all deeds affecting or recording the transfer of real property, structures or improvements thereon, or interest therein from the United States.

### GRANTING CLAUSE

NOW THEREFORE, Department of Transportation, as authorized by law, and upon the condition that the state of Idaho will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of Federal Aid for Highways and the policies and procedures prescribed by the United States Department of Transportation and, also in accordance with and in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in federally assisted programs of the Department of Transportation ITD (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252: 42 USC 2000d to 2000d - 4) does hereby remise, release, quitclaim, and convey unto the state of Idaho all the right, title, and interest of the Department of Transportation in and to said land described in Exhibit A attached hereto and made a part thereof.

### HABENDUM CLAUSE

TO HAVE AND TO HOLD said lands and interests therein unto the state of Idaho, and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which the federal financial assistance is extended or for another purpose involving the provisions of similar services or benefits and shall be binding on the state of Idaho, its successors, and assigns.

The state of Idaho, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person shall on the grounds of race, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (,)(and)\* (2) that the state of Idaho, shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Non-discrimination of federally assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (,) and (3) that in the event of breach of any of the above mentioned non-discrimination conditions, the department shall have a right to reenter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in and become the absolute property of the Department of Transportation and its assigns as such interest existed prior to this instruction.<sup>1</sup>

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<sup>1</sup> Reverter Clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of the Civil Rights Act of 1964.

RESOLUTION

WHEREAS, the Idaho Transportation Department, hereafter called the State, has submitted an Agreement stating obligations of the State and the CITY OF HAILEY, hereafter called the CITY, for development of Cobblestone Lane Sidewalk, Hailey; and

WHEREAS, the State is responsible for obtaining compliance with laws, standards and procedural policies in the development, construction and maintenance of improvements made to the Federal-aid Highway System when there is federal participation in the costs; and

WHEREAS, certain functions to be performed by the State involve the expenditure of funds as set forth in the Agreement; and

WHEREAS, The State can only pay for work associated with the State Highway system; and

WHEREAS, the CITY is fully responsible for its share of project costs; and

NOW, THEREFORE, BE IT RESOLVED:

1. That the Agreement for Federal Aid Project A014(348) is hereby approved.
2. That the Mayor and the City Clerk are hereby authorized to execute the Agreement on behalf of the CITY.
3. That duly certified copies of the Resolution shall be furnished to the Idaho Transportation Department.

CERTIFICATION

I hereby certify that the above is a true copy of a Resolution passed at a *regular, duly* called special (X-out non-applicable term) meeting of the City Council, City of Hailey, held on

(Seal)

\_\_\_\_\_  
City Clerk

**AGENDA ITEM SUMMARY**

**DATE:** 5/05/14 **DEPARTMENT:** Administration **DEPT. HEAD SIGNATURE:** Mary Cone

**SUBJECT**

Motion to approve Resolution 2014-42 authorizing, Knife River Change Order #33 for \$100,000 as agreed to in the recently approved Settlement Agreement. Woodside Boulevard Reconstruction project

**AUTHORITY:**  ID Code  IAR \_\_\_\_\_  City Ordinance No. 840

**BACKGROUND:**

According to the Settlement Agreement between Knife River and City of Hailey, Civil Science Engineering has drafted the attached change order #33. The agreed settlement is \$100,000 payment to Knife River.

**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:**

Budget Line Item # \_\_\_\_\_ Annual Line Item Amount \_\_\_\_\_

**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 approve Resolution 2014-42, to accept change order #33 and authorize the Mayor to sign.

**FOLLOW UP NOTES:**

**CITY OF HAILEY**  
**RESOLUTION NO. 2014-42**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY**  
**AUTHORIZING CHANGE ORDER NUMBER 33, WITH KNIFE RIVER INC.**

WHEREAS, the City of Hailey desires to approve change order number 33 as agreed to in the Settlement Agreement with Knife River, under which Knife River finalized the claim for damages for construction delays allegedly suffered during the construction of the Woodside Boulevard project.

WHEREAS, the City of Hailey and Knife River have agreed to the terms and conditions of the change order number 33, a copy of which is attached hereto.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO**, that the City of Hailey approves the change order number 33 between the City of Hailey and Knife River and that the Mayor is authorized to execute the attached Agreement,

Passed this 5th day of May, 2014.

City of Hailey

\_\_\_\_\_  
Fritz X. Haemmerle, Mayor

ATTEST:

\_\_\_\_\_  
Mary Cone, City Clerk

## Work Change Directive

**No: CO 033**

Date of Issuance: 5/01/2014

Effective Date: 5/01/2014

Contract: Woodside Boulevard Reconstruction	Owner: CITY OF HAILEY	Owner's Project No.: TDGII-C-07 DTFH61-11-G-00001
Project: WOODSIDE BOULEVARD RECONSTRUCTION Transportation Investment Generating Economic Recovery (TIGER) II Discretionary Grant		Date of Contract: JANUARY 2012
Contractor: KNIFE RIVER – NORTHWEST		Engineer's Project No.: 83-11-020

**Contractor is directed to proceed promptly with the following change(s):**

Item No.	Description
C033	<p><b>Settlement Agreement</b>  <u>Description:</u> The City of Hailey and Knife River have agreed to a legal settlement agreement that entitles Knife River to \$100,000.00 compensation for delay costs allegedly attributed to utility conflicts. Knife River will in turn perform chip seal work for the City of Hailey within the project limits. The settlement agreement and chip seal specifications are as outlined in the attached document titled "Settlement Agreement and Mutual Release". This change order will be paid for with City of Hailey funds only.</p> <p><u>Materials:</u> Knife River shall submit a Chip Seal Design (oil, chips, spread rates, etc) for review and approval prior to performing work.</p> <p><u>Construction Requirements:</u> NA</p> <p><u>Method of Measurement:</u> Measurement for settlement costs attributed to alleged utility delays will be per the Lump Sum per the Settlement Agreement.</p> <p><u>Basis of Payment:</u>            Additional Payment at Agreed Price            CO33            Settlement Agreement</p> <p style="text-align: right;">1      LS      @      \$100,000.00/LS = \$100,000.00</p>

**Attachments (list documents supporting change):**

See attached Settlement Agreement.

**Purpose for Work Change Directive:**

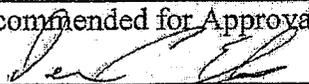
Authorization for Work described herein to proceed on the basis of Cost of the Work due to:

- Nonagreement on pricing of proposed change.
- Necessity to expedite Work described herein prior to agreeing to changes on Contract Price and Contract Time.

City of Hailey  
2012 Woodside Boulevard Reconstruction  
Document 00940

**Estimated change in Contract Price and Contract Times:**

Contract Price \$100,000.00 (increase/decrease)      Contract Time 0 (increase/decrease)  
days

Recommended for Approval by Engineer: 	Date 5/1/2014
Authorized for Owner by:	Date
Received for Contractor by:	Date
Received by Funding Agency (if applicable):	Date:

# Change Order

No. 033

Date of Issuance: 5/01/2014

Effective Date: 5/01/2014

Project: Woodside Boulevard	Owner: City of Hailey	Owner's Contract No.: TDGII-C-07 DTFH61-11-G-00001
Contract: Woodside Boulevard Reconstruction Transportation Investment Generating Economic Recovery (TIGER) II Discretionary Grant		Date of Contract: JANUARY 2012
Contractor: Knife River – Northwest		Engineer's Project No.: 83-11-020

**The Contract Documents are modified as follows upon execution of this Change Order:**

**Utility Delay Settlement Agreement**

**Description:** The City of Hailey and Knife River have agreed to a legal settlement agreement that entitles Knife River to \$100,000.00 compensation for delay costs allegedly attributed to utility conflicts. Knife River will in turn perform chip seal work for the City of Hailey within the project limits. The settlement agreement and chip seal specifications are as outlined in the attached document titled "Settlement Agreement and Mutual Release". This change order will be paid for with City of Hailey funds only.

**Materials:** Knife River shall submit a Chip Seal Design (oil, chips, spread rates, etc) for review and approval prior to performing work.

**Construction Requirements:** NA

**Method of Measurement:** Measurement for settlement costs attributed to alleged utility delays will be per the Lump Sum per the Settlement Agreement.

**Basis of Payment:**

Additional Payment at Agreed Price  
 CO33

Settlement Agreement	1	LS	@	\$100,000.00/LS	=	\$100,000.00
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**Total Est. Increase = \$100,000.00**

**Total Increase in Contract = \$100,000.00**

**Attachments:** (List documents supporting change):

See attached Settlement Agreement.

**CHANGE IN CONTRACT PRICE:**

**CHANGE IN CONTRACT TIMES:**

Original Contract Price:

\$ 4,232,884.05

Original Contract Times:  Working days  Calendar days

Substantial completion (days or date): Oct. 15, 2012

Ready for final payment (days or date): Nov. 30, 2012

[Increase] [Decrease] from previously approved Change Orders No. 0 to No. 32

\$290,110.03

[Increase] [Decrease] from previously approved Change Orders No. 0 to No. 32

Substantial completion (days): Oct. 20, 2012

Ready for final payment (days): Nov. 30, 2012

Contract Price prior to this Change Order:

\$ 4,522,994.08

Contract Times prior to this Change Order:

Substantial completion (days or date): Oct. 20, 2012

Ready for final payment (days or date): Nov. 30, 2012

[Increase] [Decrease] of this Change Order:

\$100,000.00

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): Oct. 20, 2012

Ready for final payment (days or date): Nov. 30, 2012

Contract Price incorporating this Change Order:

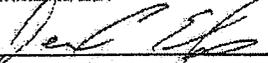
\$ 4,622,994.08

Contract Times with all approved Change Orders:

Substantial completion (days or date): Oct. 20, 2012

Ready for final payment (days or date): Nov. 30, 2012

RECOMMENDED:

By:   
Engineer (Authorized Signature)

Date: 5/1/2014

Approved by Funding Agency (if applicable): \_\_\_\_\_

ACCEPTED:

By: \_\_\_\_\_  
Owner (Authorized Signature)

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

ACCEPTED:

By: \_\_\_\_\_  
Contractor (Authorized Signature)

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

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

AGENDA ITEM SUMMARY

DATE: 05/05/14      DEPARTMENT: HFD      DEPT. HEAD SIGNATURE: CA

**SUBJECT:**

Motion to Ratify Mayor's signature with Resolution 2014-<sup>39</sup> authorizing, 2014 Cooperative Fire Protection Agreement with the Bureau of Land Management, US Department of Interior, US Department of Agriculture, and City of Hailey

**AUTHORITY:**  ID Code \_\_\_\_\_  IAR \_\_\_\_\_  City Ordinance/Code \_\_\_\_\_  
(IF APPLICABLE)

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

Annual contract if Hailey is requested to assist BLM with firefighting operations.

If Hailey is requested to help, this contract enables payment at a contracted amount as defined in this agreement.

**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:**

City would receive contracted fund amount if a response is made

**ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:** (IF APPLICABLE)

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> City Administrator       | <input type="checkbox"/> Library             | <input type="checkbox"/> Benefits Committee |
| <input checked="" type="checkbox"/> City Attorney | <input type="checkbox"/> Mayor               | <input type="checkbox"/> Streets            |
| <input type="checkbox"/> City Clerk               | <input type="checkbox"/> Planning            | <input type="checkbox"/> Treasurer          |
| <input type="checkbox"/> Building                 | <input type="checkbox"/> Police              | _____                                       |
| <input type="checkbox"/> Engineer                 | <input type="checkbox"/> Public Works; Parks | _____                                       |
| <input checked="" type="checkbox"/> Fire Dept.    | <input type="checkbox"/> P & Z Commission    | _____                                       |

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

Motion to Ratify Mayor's signature with Resolution 2014-<sup>39</sup> authorizing, 2014 Cooperative Fire Protection Agreement with the Bureau of Land Management, US Department of Interior, US Department of Agriculture, and City of Hailey

**ACTION OF THE CITY COUNCIL:**

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

City Clerk \_\_\_\_\_

**FOLLOW-UP:**

\*Ord./Res./Agrmt./Order Originals: Record  
Copies (all info.): \_\_\_\_\_  
Instrument # \_\_\_\_\_

\*Additional/Exceptional Originals to: \_\_\_\_\_  
Copies (AIS only)

**CITY OF HAILEY  
RESOLUTION NO. 2014-39**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY  
AUTHORIZING THE EXECUTION OF COOPERATIVE FIRE PROTECTION  
AGREEMENT FOR FIRE SERVICES BETWEEN THE CITY OF HAILEY, BUREAU  
OF LAND MANAGEMENT, US DEPARTMENT OF INTERIOR AND US  
DEPARTMENT OF AGRICULTURE**

WHEREAS, the City of Hailey desires to enter into the 2014 Cooperative Fire Protection Agreement for Fire Services.

WHEREAS, the City of Hailey BUREAU OF LAND MANAGEMENT, US DEPARTMENT OF INTERIOR AND US DEPARTMENT OF AGRICULTURE have agreed to the terms and conditions of the Agreement, a copy of which is attached hereto.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO,** that the City of Hailey approves the 2014 Cooperative Fire Protection Agreement for Fire Services.

Passed this 5th day of May, 2014.

City of Hailey

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Fritz X. Haemmerle, Mayor

ATTEST:

---

Mary Cone, City Clerk

**2014 ANNUAL OPERATING PLAN**  
**for**  
**COOPERATIVE FIRE PROTECTION AGREEMENT**  
**Between The**  
**HAILEY CITY FIRE DEPARTMENT**  
**And The**  
**USDI, BUREAU OF LAND MANAGEMENT**  
**TWIN FALLS DISTRICT**  
**And The**  
**USDA, FOREST SERVICE**  
**SAWTOOTH NATIONAL FOREST**

This Annual Operating Plan (AOP) is entered into by and between Hailey City Fire Department hereinafter referred to as the "DEPARTMENT," the USDI, Bureau of Land Management, Twin Falls District, hereinafter referred to as the "BLM", and the USDA, US Forest Service, Sawtooth National Forest, hereinafter referred to as the "FOREST SERVICE". BLM and FOREST SERVICE jointly will be referred to as the "AGENCIES" under the provision of BLM Cooperative Fire Protection Agreement (CFPA) No. BLM MOU 2012-024, dated May 9, 2012 and Forest Service Cooperative Fire Protection Agreement (CFPA) No. 12-FI-11041400-026, dated May 9, 2012. This AOP becomes attached to and made part of said agreement, and is in effect until superseded.

The parties hereto agree as follows:

**A. Purpose:**

The purpose of this AOP is to define operating procedures and responsibilities within the framework of BLM CFPA No. BLM MOU 2012-024, and Forest Service CFPA No. 12-FI-11041400-026.

If the DEPARTMENT desires to make itself available for fires throughout Idaho and other states, the authority for this is through Idaho Department of Lands (IDL). Contact the IDL representative for additional information.

**B. Mutual Aid Area:**

The DEPARTMENT is primarily responsible for suppression of structural fires and wildland fires occurring to property of residents within their jurisdictional boundaries, and secondly for suppression of wildland fires occurring within their jurisdictional boundaries, displayed in Exhibit A and B.

The AGENCIES are primarily responsible for suppression of wildland fires within the protection boundaries of the BLM and the Forest Service, displayed in Exhibit A and B.

## **Burning Permits:**

If either party to this plan issues burning permits to the public in an area of mutual concern, they will contact the other agency's dispatch center with information on location, name of person issued permit, dates, phone number, and acres to avoid costly false alarm runs.

## **C. Reporting Fires:**

Fires will be reported to the following:

- Structure/Private lands: SIRCOMM 9-1-1
- Public lands: South Central Idaho Interagency Dispatch Center (SCIIDC) 886-2373
- Contact information for the respective Department and Agencies are provided in Exhibit C

## **D. Annual Coordination Meeting:**

A coordination meeting between The DEPARTMENT and the AGENCIES will be held annually no later than June 1. This meeting will review the past year of cooperative assistance and revise the AOP. The equipment list in Exhibit E will be reviewed and attached to the updated AOP each year.

Maps which identify each of the parties' jurisdictional boundaries will be exchanged and updated prior to June 1. This is critical in establishing an understanding of responsibilities, unprotected areas, overlap areas, and mutual aid areas. Exhibits A and B identify each of the parties' jurisdictional boundaries and shall become part of this AOP. It is preferred that maps be produced in a Geographic Information System (GIS) format.

## **E. Communications:**

Each party to this agreement agrees to maintain an up-to-date list of telephone numbers for emergency principal contacts. The contact list in Exhibit C will be reviewed and attached to the updated AOP each year.

It is critical that representatives of each party meet at the fire scene and establish what frequencies will be used during tactical operations so there is no confusion. Weather warnings, emergency broadcasts, tactical changes etc. will be transmitted over a common frequency to all units on the scene.

## **F. Frequencies:**

Both parties are authorized to use the frequencies listed in Exhibit D during emergency operations only.

## **G. Operations:**

Rapid dispatching of personnel and equipment to fires is primary to both parties. It is critical that dispatch organizations have clear direction and understanding of procedures. It is equally important that initial attack forces understand their roles and responsibilities, and those of the other agencies. These personnel will become familiar with the following:

1. When one party requests assistance for purposes other than mutual aid or initial attack from the other, and reimbursement will be provided; the standards for qualifications, training, and physical fitness as set in NWCG PMS 310-1 "*Wildland Fire Qualification System Guide*" are required. At the time of the request, the SUPPORTING PARTY will identify the person in charge of responding resources.
2. During initial action, all agencies (federal, state, local and tribal) accept each other's standards.
  - a. **Forest Service** - Once jurisdiction is clearly established, the standards of the agency(s) with jurisdiction prevail.
  - b. **BLM**- During initial attack, all agencies accept each other's standards. When an incident exceeds initial attack and jurisdiction has been established, the standards of the jurisdictional agency(s) prevail.
  - c. Prior to the fire season, federal agencies should meet with their state, local, and tribal agency partners and jointly determine the qualification/certification standards that will apply to the use of local, non-federal firefighters during initial action of fires on lands under the jurisdiction of a federal agency. Each party will advise the other of applicable cross training opportunities for personnel.
3. **Personal Protective Equipment:** All fire personnel assigned to fire line suppression duties on an uncontrolled wildfire incident will wear appropriate personal protective equipment (PPE). Required PPE will minimally include the following:
  - i. Fire resistant clothing (this may include either wildland fire pants and shirts, or fire resistant coveralls or structure turnout gear).
  - ii. Hard hat with chinstrap
  - iii. Leather gloves
  - iv. New Generation Fire Shelters are required for all wildland firefighters
  - v. Leather boots
  - vi. Some fire suppression duties and activities may require the additional use of ear and eye protection and/or the use of specialized leg protection (chaps) during chainsaw use.
  - b. Personnel not properly equipped with appropriate PPE will be released from active fireline duty and will be reassigned to other support functions or released from the incident.
4. Before fire suppression efforts begin, all fire fighters will be briefed about the nature of the fire, fuel conditions, weather information, safety reminders, potential hazards, command structure, and radio use.
5. The parties to this AOP agree to operate under the concept defined in the National Incident Management System (NIMS) including Incident Command System (ICS). Unified command should be used, as appropriate, whenever multiple jurisdictions are involved.

6. The incident commander or unified command shall establish a command structure, communication plan, incident objectives, identify and make known hazards, and name the incident. All resources on scene and arriving will have the incident name provided to them. The incident commander will be identified as "Johnson Butte Command or Johnson Butte IC". The IC shall inform the servicing dispatch center with the incident name, and also provide to dispatch their name or agency position title (i.e. Burley Battalion 35). At the earliest convenience the IC shall provide SCIIDC with: A. The location of the fire, i.e.-Lat. Long.; B. The size, by acreage of the incident; C. Current fire behavior; D. Any resource needs, i.e.-engines, aircraft, water tenders.
7. The IC will order through a single point of ordering and this should be through the jurisdictional agency dispatch center.
8. It shall be the policy of all parties to release the SUPPORTING PARTY'S personnel and equipment from emergency duties as soon as practical and mutually agreed upon between the Incident Commander and the SUPPORTING PARTY.
9. Personnel and equipment of either party to this agreement may enter on the lands administered or protected by the other in order to effect this agreement. Parties to this agreement will work pre-season to identify critical resource areas. When one party suppresses a fire in the other party's jurisdiction, the responsible agency will be immediately notified of the situation and a detailed report containing the time of initial attack, size, legal location and geographic coordinates, equipment and personnel used, time fire is declared out, cause of fire, etc., will be generated and made available. The Incident Commander's preferred documentation is the use of the incident organizer.
10. Each party will make available and familiarize their employees with the contents of this AOP.
11. SCIIDC will direct the use of aircraft. The DEPARTMENT may order an air tanker drop, helicopter, or observation flight through the responsible dispatch center, but the operational phase will remain under the direction of the SCIIDC. The DEPARTMENT will provide mission objectives, geographic coordination, and hazards in the area (power lines, houses etc.). Any aircraft not obtained from the AGENCIES, or Idaho Department of Lands is limited to operations on private land, and Federal personnel will not have any operational control. It is imperative that DEPARTMENT that have private aircraft responding inform SCIIDC. Aerial coordination procedures (frequencies, Fire Traffic Area -FTA) will be part of the annual coordination meeting agenda (see section E). The AGENCIES will not pay for aircraft that are not approved for federal use. All aviation resources ordered will be considered assistance by hire, and therefore always billable.
12. All parties to the AOP will coordinate fire restrictions or closures due to weather or fire severity. The "Idaho Restriction Operations Plan" will be used as a guide. A copy of this document can be found on the local Dispatch Center website. <http://idahofireinfo.blm.gov/south/firerestrictions.html>
13. Cause and Origin Investigations - Each party will be responsible for cause and origin investigations within the boundaries of their jurisdictional areas. If multiple jurisdictions are affected by the same wildland fire the jurisdiction in which the suspected origin is located will serve as the lead for the investigation. Any party may request assistance from agencies outside the suspected origin jurisdiction.

14. When one party to this agreement takes initial action on a fire in another's jurisdiction, every effort will be made to protect the origin of fire and protect evidence that may be pertinent to the fire cause. This and other information concerning incendiary fires, etc. will be shared with all parties to increase probability of prosecution and/or cost recovery.
15. Wildland Urban Interface - The operational roles of the federal agencies as partners in the wildland urban interface are wildland firefighting, cooperative prevention and education. Structural fire suppression is the responsibility of tribal, state, or local governments. Federal agencies may assist with exterior structural fire protection activities under this fire protection agreement that specify the mutual responsibilities of the partners, including funding.
16. AGENCIES Firefighters who encounter structure, vehicle, or landfill fires during normal wildland fire suppression duties, or who are dispatched to such fires due to significant threat to adjacent agency protected lands/resources, will not engage in direct suppression action. Structure protection (not suppression) activities will be limited to exterior efforts, and only when such actions can be accomplished safely and in accordance with established wildland fire operations standards. For Great Basin Structure Protection Guidance go to: <http://gacc.nifc.gov/wgbc/GBCGstructureprotection.pdf>.
17. The PROTECTING PARTY is responsible for extended mop up operations.
18. Emergency Medical Responses - AGENCIES are not funded, trained or equipped to respond to medical emergencies. Under no circumstances will AGENCIES resources be dispatched for medical emergencies. Structure personnel and equipment will be returned to readiness status as soon as possible, to assure adequate structure protection in their jurisdiction.

**H. Compensation for Services:**

Compensation for services provided by either party will be guided by the master agreement to this AOP for billing procedures. See Section III, 15 & 20 of CFFPA No. BLM MOU 2012-024, and CFFPA No. 12-FI-11041400-026.

This portion of the AOP establishes standard, payment rates, and billing procedures for equipment and personnel used for the purpose of this agreement. For support exceeding the 4 hour time limitation, the payment rates will be based on equipment rates and standards listed in the current Idaho Department of Lands Fire Service Organization (FSO) Rate Book. Equipment not listed in the Rate Book will be referred to the Great Basin Chapter 20 Supplement (equipment rental rates).

Adoption of these rates and standards assures consistency for all agencies and reduces the confusion that would be created by trying to determine individual agency and equipment.

Idaho Department of Lands FSO Rate Book can be found at: <http://www.idl.idaho.gov/>  
Great Basin Chapter 20 Supplement can be found at: <http://gacc.nifc.gov/egbc/>

It is understood that neither agency is entering into this plan to make a profit from assisting the other, but rather, developing a method of recovering legitimate expenses. Every effort will be made to minimize costs.

1. **Within Mutual Aid Area:** Assistance beyond the 4 hour mutual-aid period the Supporting Party will bill the Protecting Party for actual costs incurred for assistance provided and identified as reimbursable. Reimbursable costs include all costs associated with direct fireline, fire ground operations and incident support ordered by or for the incident (except as described otherwise in reciprocal initial attack and independent action situations). When incidents go into extended attack and an Incident Management Team takes command of the incident, the DEPARTMENT shall meet all personnel and equipment requirements as set forth in the current Idaho FSO Rate Book in order to remain on the incident. If they do not meet these requirements they will be released from the incident. If the DEPARTMENT meets all of the requirements of the FSO Rate Book but do not have an agreement with IDL and wish to remain on the incident, the host agency will request IDL to write an incident only agreement. Time in pay status will include time worked in initial attack.
2. **Outside Mutual Aid Area:** Mobilization of DEPARTMENT resources outside the area covered by local agreements will be transacted through IDL. In order to be mobilized DEPARTMENT resources must have a signed Idaho Cooperator Certification Form (CCF) with IDL.
3. **Billing Estimates and Time frames:** The supporting party shall submit a bill or estimate for reimbursement within 15 days of the incident being declared out. If final costs are not known at the time of initial billing, an estimated bill, so identified, may be submitted. A final bill, so identified, will be issued within 30 days of the incident.
4. **Billing Content:** Billing for support provided beyond the hour limitation identified in this agreement will be identified by fire name, location, jurisdictional unit, and appropriate incident number, department name and address, date of service, DUNS number, tax identification number, detailed transaction of charges to include piece of equipment with identifying number, cost per unit and total cost. Appropriate shift tickets (Exhibit F), resource order and all other supporting documentation will be kept on file at the incident agency for documentation. An example of an invoice is provided for information only Exhibit G. Departments may use their departmental invoice process if available.
5. **Billing Addresses:** Bills will be sent to the incident agency as follows:

Remit Bill to:  
 USDA Forest Service  
 Sawtooth National Forest  
 Susan L Brown  
 2647 Kimberly Road  
 Twin Falls, ID 83301

For Payment Office:  
 USDA Forest Service  
 Albuquerque Service Center  
 Incident Finance /Cooperative Agreements  
 101 E Sun Avenue NE  
 Albuquerque, NM 87109

Remit Bill to:  
 USDI, Bureau of Land Management  
 Twin Falls District  
 Brandi Van Kleeck  
 400 West F Street  
 Shoshone, ID 83352

For Payment Office:  
 Bureau of Land Management  
 Denver Federal Center  
 Bldg. 50, OC-622  
 PO Box 25047  
 Denver, CO 80225-0047

**Payment Due Dates:** All bills will have a payment due date 30 days after the date of issuance.

1. For fires outside the terms of the initial attack period that are joint jurisdictions a cost share agreement should be initiated. The cost share agreement will identify those costs that are shared and the costs that will be assumed by the individual agencies. Sample cost share Exhibit H.

**I. Authorized Representatives:**

By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this instrument. In witness whereof, the parties hereto have executed this instrument as of the last date written below.

  
\_\_\_\_\_  
Craig Aberbach, Fire Chief  
Halley City Fire Department  
Date 4-24-14

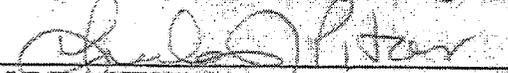
  
\_\_\_\_\_  
Fritz Haemmerle, Mayor  
Date 4/24/14

\_\_\_\_\_  
CHRIS SIMONSON, District FMO  
USDI, BLM, Twin Falls District  
Date

\_\_\_\_\_  
MONTE WILLIAMS, Acting Forest Supervisor  
USDA Forest Service, Sawtooth National Forest  
Date

The authority and format of this instrument have been reviewed and approved for signature.

  
\_\_\_\_\_  
GLADYS HAMILTON  
Forest Service Grants Management Specialist  
Date 4/10/2014

  
\_\_\_\_\_  
LINDA PITZER  
BLM Procurement Analyst  
Date 4/11/14

**Burden Statement**

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

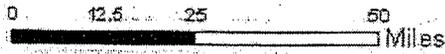
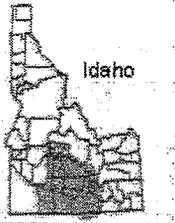
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To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

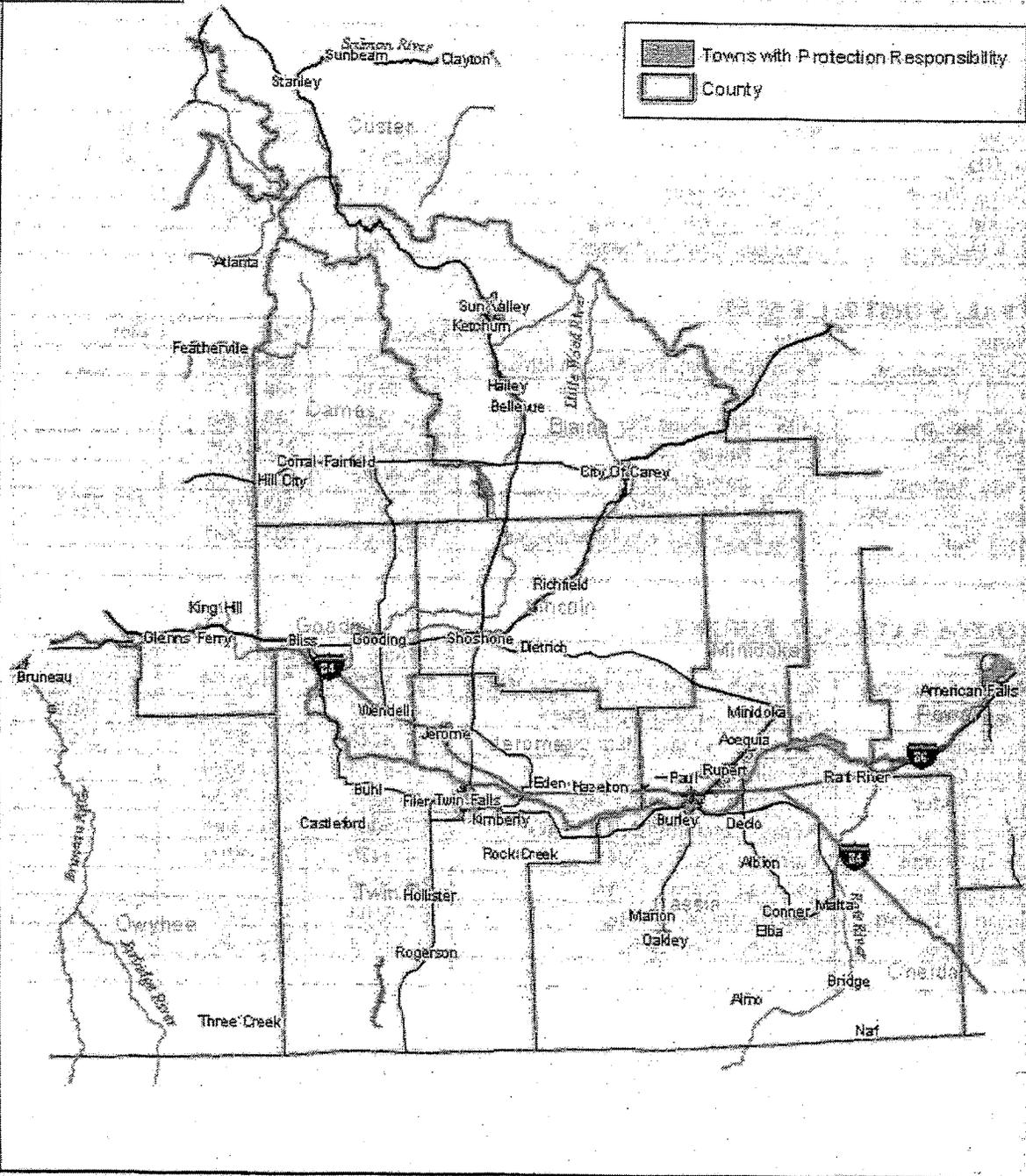


**EXHIBIT B  
MAP**

**Wildland Fire Protection Responsibility  
for Urban Areas**  
South Central Idaho  
4/12/2012



Towns with Protection Responsibility  
 County



**EXHIBIT C  
CONTACT INFORMATION**

**FIRE DEPARTMENT:**

Name	Title	Office	Cell 239-	Fax
Craig Aberbach	Fire Chief	208-788-3147	<del>208-707-4911</del>	208-788-0279
Mike Boleedge	Fire Marshal		208-530-7821	

**SCIIDC**

Name	Title	Office	Cell	Fax
<b>SCIIDC</b>		<b>886-2373</b>		<b>732-7316</b>
Curtis Jensen	Center Manager	732-7265	308-3950	
Vickie Jensen	Assistant Center Manager	732-7265	731-0961	
Rob Haddock	Assistant Center Manager	732-7265		

**TWIN FALLS DISTRICT BLM:**

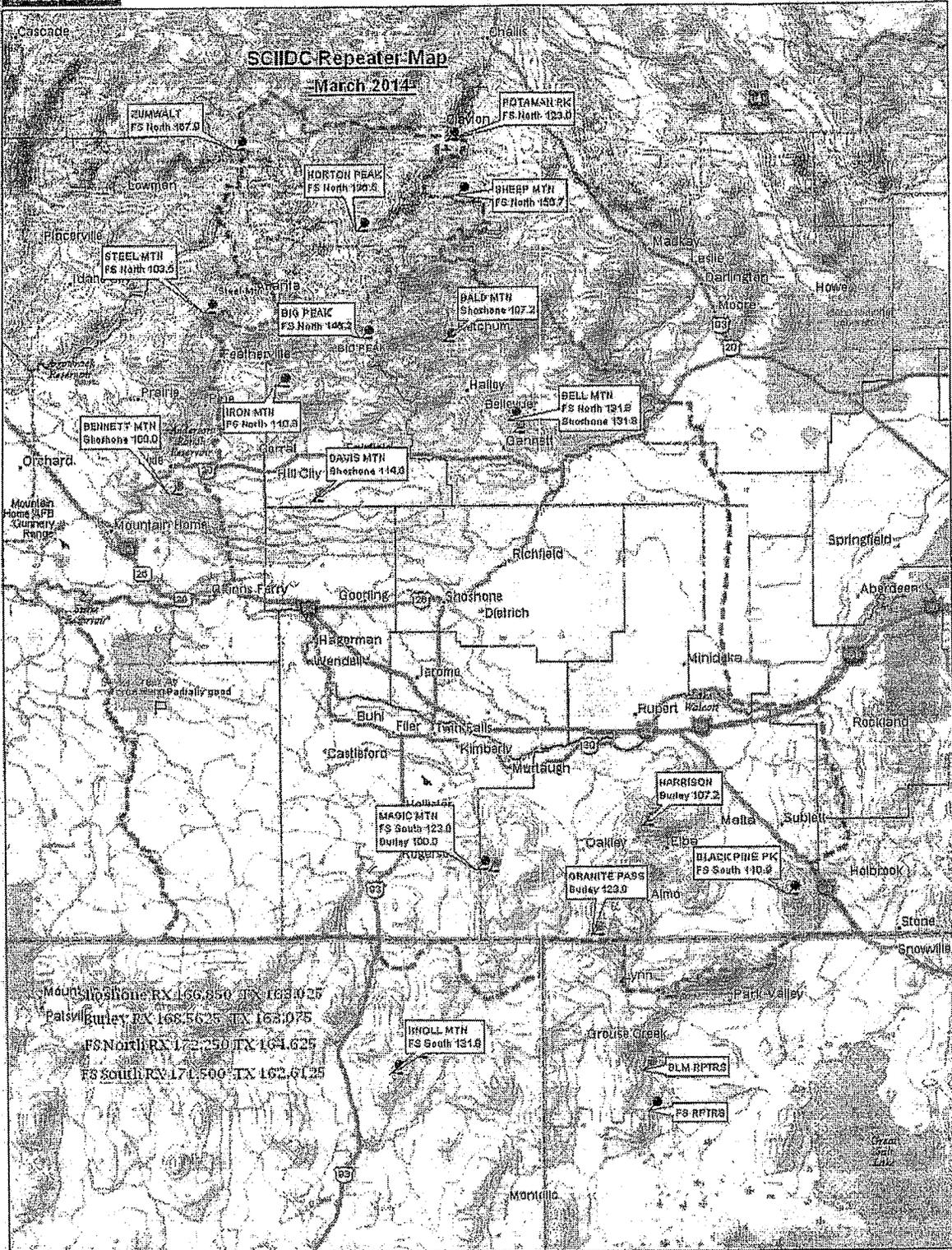
Name	Title	Office	Cell	Fax
Chris Simonson	Twin Falls Dist. Fire Mngmt Officer	732-7224	308-8839	
Brett Blumhardt	Twin Falls District AFMO	732-7226	308-4177	
J.W. McCoy	FOS - Shoshone FO	732-7248	308-5986	
Jeff Bedke	FOS - Burley FO	677-6715	312-1695	
Chris Anthony	FOS - Jarbidge FO	423-9079	420-1923	
Brandi Van Kleeck	Fire Business - Billing	732-7259	308-1050	732-7327
Rick Hall	Twin Falls Dist. Cache Manager	732-7214	308-3980	

**SAWTOOTH NATIONAL FOREST:**

Name	Title	Office	Cell	Fax
Nathan Lancaster	Sawtooth Forest Fire Mngmt Officer	737-3229	731-0174	737-3308
Chad Olson	Sawtooth AFMO Operations	737-3227	731-1245	737-3308
Ian Rickett	Sawtooth AFMO Planning	737-3248	731-6338	737-3308
Heath Cota	Minidoka District FMO	677-8294	731-1694	
Matt Ginder	Minidoka District AFMO	677-8301	431-0639	
Matt Filbert	Acting Ketchum/SNRA FMO	727-5046	481-1068	
Devin Hulme	Fairfield District FMO	764-3470	731-9591	
Josh Brinkley	Fairfield District AFMO	764-3468		
Susan L. Brown	Fire Business - Billing	737-3303	731-0295	737-3308
Bob Harper	Sawtooth Fire Cache	737-3314	539-3361	737-3308

**EXHIBIT D  
COMMUNICATION**

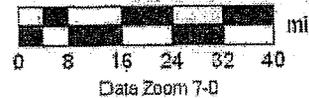
REPEATER NAME	AGENCY	RX	RX TONE	TX	TX TONE
Shoshone Direct	BLM	166.8500 (N)		166.8500 (N)	
Bennett Mountain	BLM	166.8500 (N)		163.0250 (N)	100.0
Bald Mountain	BLM	166.8500 (N)		163.0250 (N)	107.2
Bell Mountain	BLM	166.8500 (N)		163.0250 (N)	131.8
Davis Mountain	BLM	166.8500 (N)		163.0250 (N)	114.8
Burley Direct	BLM	168.5625 (N)		168.5625 (N)	
Magic Mountain	BLM	168.5625 (N)		163.0750 (N)	100.0
Mt. Harrison	BLM	168.5625 (N)		163.0750 (N)	107.2
Portable Repeater	BLM	168.5625 (N)		163.0750 (N)	114.8
Granite Pass	BLM	168.5625 (N)		163.0750 (N)	123.0
Tactical 1	BLM	172.7750 (N)		172.7750 (N)	
Tactical 2	BLM	173.8625 (N)		173.8625 (N)	
Tactical 3	BLM	168.6375 (N)		168.6375 (N)	
Tactical 4	BLM	166.8000 (N)		166.8000 (N)	
Sawtooth North	USFS	172.2500 (N)		172.2500 (N)	
Basin Butte (Summer '14)	USFS	172.2500 (N)		164.6250 (N)	100.0
Bald Mtn	USFS	172.2500 (N)		164.6250 (N)	107.2
Iron Mtn	USFS	172.2500 (N)		164.6250 (N)	110.9
Bell	USFS	172.2500 (N)		164.6250 (N)	131.8
Horton	USFS	172.2500 (N)		164.6250 (N)	136.5
Big Peak	USFS	172.2500 (N)		164.6250 (N)	146.2
Zumwalt	USFS	172.2500 (N)		164.6250 (N)	167.9
Sheep Mtn.	USFS	172.2500 (N)		164.6250 (N)	156.7
Steel Mtn.	USFS	172.2500 (N)		164.6250 (N)	103.5
Potaman Peak	USFS	172.2500 (N)		164.6250 (N)	123.0
North Portable	USFS	172.2500 (N)		164.6250 (N)	179.9
Sawtooth South	USFS	171.5000 (N)		171.5000 (N)	
Black Pine	USFS	171.5000 (N)		162.6125 (N)	110.9
Magic Repeater	USFS	171.5000 (N)		162.6125 (N)	123.0
Knoll Mountain	USFS	171.5000 (N)		162.6125 (N)	131.8
Hegler (Summer 14)	USFS	171.5000 (N)		162.6125 (N)	136.5
South Portable	USFS	171.5000 (N)		162.6125 (N)	179.9
Tactical 1	USFS	162.2250 (N)		162.2250 (N)	
Tactical 2	USFS	168.6125 (N)		168.6125 (N)	
Project 1	USFS	163.7125 (N)		163.7125 (N)	
IDL TAC 1	IDL	159.1450 (N)		159.1450 (N)	
IDL TAC 2	IDL	159.2850 (N)		159.2850 (N)	
Air to Ground 03	IDL	151.1450 (N)		151.1450 (N)	100.0
Air to Ground 19		168.1250 (N)		168.1250 (N)	
Air to Ground 54		168.5375 (N)		168.5375 (N)	
Air to Air AM Frequency					
National Flight Follow		168.6500 (N)	110.9	168.6500 (N)	110.9
National Air Guard		168.6250 (N)	110.9	168.6250 (N)	110.9
Local Flight Follow Bennett		170.1000 (N)		164.8000 (N)	100.0
Local Flight Follow Harrison		170.1000 (N)		164.8000 (N)	107.2
Local Flight Follow Big Peak		170.1000 (N)		164.8000 (N)	146.2
Life Flight		155.2800 (N)		155.2800 (N)	156.7



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**EXHIBIT E  
EQUIPMENT LIST**

**BLM:**

**Bellevue Guard**

Make	Engine #	ICS Type	Tank Capacity
International	2415	4	900

**Carey Guard Station**

Make	Engine #	ICS Type	Tank Capacity
International	2425	4	900
International	2422	4	900

**Shoshone Yard**

Name	Make	Type	Vehicles #
John McCoy	Dodge	Crew Cab	Bat 2-4
Bryan Barney	Chevy	crew Cab	940
John Luongo	Ford	Ext cab	990
Make	Engine #	ICS Type	Tank Capacity
International	2408	4	900
International	2405	4	900
International	2411	4	900
International	2412	4	900
Hummer	2686	6	250
Ford	WT2221	2	3500
Caterpillar	DZ2101		

**Spares**

Make	Engine #	ICS Type	Tank Capacity
International	2416	4	900
International	2417	4	900
International	2418	4	900
Hummer	2603	6	250
Hummer	2686	6	250
Ford	2678	6	300

**Malta Guard**

Make	Engine #	ICS Type	Tank Capacity
Tatra	2413	4	2400

**Twin Falls**

Name	Make	Type	Vehicles #
Erich Gleckler	Ford	Crew Cab	Supt 2-1

**Forest Service:**

**Minidoka RS**

Name	Make	Type	Vehicle #
Bat 1	Chevy	1500 4X4	4123
Cache Peak	Dodge	1500 4X4	1519D
Cache Peak	Ford	F-550	6522
Div 1	Ford	Expedition	4242
E412 Chase	Ford	F-250	0288K
Fuels 1	Chevy	1500 4X4	4125
Prev 1	Chevy	3500 4X4	4253
	Dodge	2500 4X4	7138
Make	Engine #	ICS Type	Tank Capacity
Freightliner	E411	4	900
Navistar	E412	4	900

**Fairfield**

Name	Make	Type	Vehicle #
Div 5	Chevy	Silverado	4247
Bat 5	Ford	F250	4132
Prev 5	Chevy	Silverado	4660
Shake IA	Ford	F250	4841

**Rock Creek Yard**

Name	Make	Type	Truck #
Chris Anthony	Dodge	Crew Cab	Bat 2-6
Make	Engine #	ICS Type	Tank Capacity
International	2409	4	900
International	2414	4	900
Tatra	2302	1-Tactical	2400
Freightliner	WT2225	2	3500
Caterpillar	DZ2101	1	

**Rogerson Guard**

Make	Engine #	ICS Type	Tank Capacity
Tatra	2401	4	1900
International	2428	4	900

**Burley Yard**

Name	Make	Type	Vehicles #
Mark Wiseman	Dodge	Crew Cab	Div 2-3
Jeff Bedke	Dodge	Crew Cab	Bat 2-1
Dennis Smith	Dodge	Crew Cab	973
Dennie Smyer	Chevy	Quad Cab	945
Make	Engine #	ICS Type	Tank Capacity
International	2410	4	900
International	2429	4	900
International	2419	4	900
Freightliner	2423	4	900
Hummer	2693	6	250
International	WT2226	2	3500

**Kimama Guard**

Make	Engine #	ICS Type	Tank Capacity
International	2424	4	900
International	2427	4	900
International	WT2224	2	3500

**North Zone**

Name	Make	Type	Vehicle #
Div 3	Chevy	Silverado	7137
Bat 3	Chevy	2500 HD	4663
Fuels 3	Chevy	2500 HD	4246
Prev 3	Dodge	Dakota	4654
N.Zone IA	Ford	F250	4244
Stanley	Chevy	Silverado	7191
Helitack	Ford	F550	6476
Helitack	Ford	F550	6477
Make	Engine #	ICS Type	Tank Capacity
Ford F550	E631	Type 6	300
Ford F550	E641	Type 6	300

**Fairfield**

Name	Make	Type	Vehicle #
651 Chase	Dodge	1500	4851
Make	Engine #	ICS Type	Tank Capacity
Ford F550	E651	6	300

**FIRE DEPARTMENT:**

Hailey City Fire Department  
 PO Box 1192  
 Hailey, ID 83333  
 Phone: 208-788-3147  
 Email: hfd@haileycityhall.org

Twin Falls BLM Agreement No  
 BLM MOU 2012-024

Sawtooth National Forest Agreement No  
 12-FI-11041400-026

EIN/TIN: 82-6000201  
 DUNS: 169191517

Effective Date: June 1, 2014 until superseded

Unit #	Equipment (Make, Model, Year)	VIN #	Tank Capacity	Pump GPM	ICS Type	Personnel Number	Hourly Rate
E-1	2001 International/Foam	1HTSDADR22H513575	1000 Gal	1250 GPM	T1	4	\$191.00
E-1	2001 International/Foam	1HTSDADR22H513575	1001 Gal	1251 GPM	T2	3	\$165.00
E-2	2003 International Structure Engine/Foam	1HTWEADR54J088167	600 Gal	500 GPM	T3	3	\$152.00
E-2	2003 International Structure Engine/Foam	1HTWEADR54J088167	601 Gal	501 GPM	T4	3	\$137.00
H-5	2008 Ford F-350	1FTWW33YX8ED63836	300 Gal	90 GPM	T6	3	\$121.00
E-4	1996 Pierce/International/Foam	4PICT0205TA000666	800 Gal	1250 GPM	T1	4	\$191.00
E-4	1996 Pierce/International/Foam	4PICT0205TA000666	801 Gal	1251 GPM	T2	3	\$165.00

- These rates are effective only after the conditions of the initial attack period have been exceeded and The DEPARTMENT has been officially requested
- Engines must have a minimum of three qualified personnel when used on the fireline. In extreme situations, vehicles may respond to the call with two people, but vehicle cost will be reduced by \$21.00 per hour until the third person arrives.
- Command/Chase vehicles will not be charged to an incident unless authorized by the ordering agency and documented on the Resource Order.
- All equipment and financial packets must be returned to the respective incident agency billing address fire business for close-out, unless other arrangements have been made with department liaison
- Pumps are pressurized and for tactical

**EXHIBIT F  
EMERGENCY EQUIPMENT SHIFT TICKET - OF-297**

Your Department will be supplied EMERGENCY EQUIPMENT SHIFT TICKET with booklets to carry on your equipment and document equipment usage when assisting on fires solely within the Agencies jurisdiction. It will be the responsibility of your Engine Captain or Officer in charge to complete this form at the end of the incident and prior to leaving the fire scene. Have the Agencies Incident Commander, or immediate supervisor (TFLD/DIVS) authorize and sign the ticket. Submit a copy of this ticket with your billing to the BLM and Forest Service. Any known defects or damage to equipment going on or off shift must be documented in the "Remarks" section

EMERGENCY EQUIPMENT SHIFT TICKET				
NOTE: The responsible Government Officer will update this form each day or shift and make initial and final equipment inspections				
1. AGREEMENT NUMBER 12-FI-11041400-0XX		2. CONTRACTOR (name) Local Fire Department		
3. INCIDENT OR PROJECT NAME Big Fire		4. INCIDENT NUMBER ID-STP-000123	5. OPERATOR (name) Peter Pulaski	
6. EQUIPMENT MAKE 1989 Kenworth		7. EQUIPMENT MODEL T3 Engine	8. OPERATOR FURNISHED BY: <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> GOVERNMENT	
9. SERIAL NUMBER THT4288KSA009510		10. LICENSE NUMBER	11. OPERATING SUPPLIES FURNISHED BY: <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> GOVERNMENT	
12. DATE MO/DAY/YR	13. EQUIPMENT USE		14. REMARKS	
	START	STOP	HOURS/DAY/MILES WORK	SPECIAL
7/22/XX	1200	1600	4	Mutual Aid Hours
7/22/XX	1600	2300	7	No Fuel Due to Haz Fire Activity
17. CONTRACTOR'S OR AUTHORIZED AGENT'S SIGNATURE Peter Pulaski			18. GOVERNMENT OFFICER'S SIGNATURE Suzie Government	19. DATE SIGNED 7/22/XX
15. INVOICE POSTED BY (Record #/Station)				
16. EQUIPMENT STATUS <input type="checkbox"/> a. Inspected and under agreement <input type="checkbox"/> b. Released by Government <input type="checkbox"/> c. Withdrawn by Contractor				

CONTRACTOR'S COPY  
EQUIPMENT TIME RECORD  
ORDERING OFFICE FILE COPY (RETAIN IN BOOK)

NSN 7540-01-119-6628      50297-102      OPTIONAL FORM 297 (7-80)      USDA/USDI



**EXHIBIT H**  
**SAMPLE COST SHARE AGREEMENT**

**COST SHARE AGREEMENT**  
**BETWEEN**

**And**

**And**

The following is the cost share agreement between the above named agencies as it was negotiated for the following incident:

**INCIDENT NAME:**

**INCIDENT NUMBER BY AGENCY:**

**INCIDENT START DATE AND TIME:** at hours

**Protection Units:**

**INCIDENT CAUSE:**

**COMMAND STRUCTURE:**

**Start Date/Time:** at

**End Date/Time:** at

**COST-SHARE PERIOD:**

**INCIDENT COMMANDER(s):**

**INCIDENT COMMANDER(s):**

**AGENCY REPRESENTATIVE(s):**

**UNIFIED ORDERING POINT:**

**Agency Representatives participating in development of this cost share agreement:**

This cost share agreement between the above mentioned agencies was prepared under the following guidelines *(THE FOLLOWING GUIDELINES ARE NEGOTIATED)*:

In accordance with this **COOPERATIVE FIRE PROTECTION AGREEMENT HAILEY CITY FIRE DEPARTMENT, the USDL BUREAU OF LAND MANAGEMENT TWIN FALLS DISTRICT and the USDA, FOREST SERVICE, SAWTOOTH NATIONAL FOREST**

1. All costs originating from orders placed by and for the incident that can be reasonably obtained and estimated for the cost share period will be included in this agreement and will be shared on the basis of the Incident Commander's (IC)/Agency Administrator's (AA) mutual agreement.
2. Costs for nonexpendable property purchases by each agency will be charged directly to that agency and will not be shared.
3. Costs incurred by cooperators not engaged in joint fire suppression activities will not be included as a part of this cost share agreement.
4. Agency specific costs will not be shared.
5. Responsibility for tort claim costs or compensation for injury costs will not be a part of this agreement. Responsibility for these costs will be determined outside of this agreement.
6. Non-suppression rehabilitation costs are the responsibility of the jurisdictional agency and will not be shared.
7. Daily cost sharing will be documented and shared with the ICs/ARs for information.
8. Sharing of final actual costs between the agencies will be based on a summary of incident suppression costs and each agency's proportionate share thereof as agreed to by the agency representatives.
9. Aircraft and retardant costs will be shared on an actual use basis as determined by the IC's/AA's and will be calculated as a separate cost. IMTs are responsible for providing the tracking records associated with aircraft and retardant costs.
10. Modular Airborne Firefighting Systems (MAFFS) will be paid by the USFS and not included in the cost pool.
11. Each agency will be responsible for collecting actual cost/expenditure data that will make up their respectable costs.
12. This cost share will terminate at a date and time agreed upon by all agency administrators at the conclusion of the incident or when conditions significantly change resulting in a need to end or modify this agreement.
13. The parties to this agreement will meet to determine the total costs of each agency on the Enter Incident Name Incident. The agency whose total actual costs exceed their proportional share of the overall incident final costs as determined within this agreement will bill the other agency. The billing, when paid, will result in each agency sharing overall incident costs as herein agreed.

In accordance with the attached documentation, it is hereby agreed that cost sharing on this incident will be:

<u>AGENCY</u>	<u>GROUND RESOURCES</u>	<u>AIRCRAFT/RETARDANT</u>
<u>DEPARTMENT</u>	%	%
<u>USFS</u>	%	%
<u>BLM</u>	%	%

This agreement and the shares are our best judgments of agency cost responsibilities.

\_\_\_\_\_  
Signature, Agency Representative

\_\_\_\_\_  
Signature, Agency Representative

\_\_\_\_\_  
Mailing Address:

\_\_\_\_\_  
Mailing Address:

\_\_\_\_\_  
Telephone:

\_\_\_\_\_  
Telephone:

\_\_\_\_\_  
Signature, Agency Representative

\_\_\_\_\_  
Signature, Agency Representative

\_\_\_\_\_  
Mailing Address:

\_\_\_\_\_  
Mailing Address:

\_\_\_\_\_  
Telephone:

\_\_\_\_\_  
Telephone:

\_\_\_\_\_  
Date of this finalized agreement:

\_\_\_\_\_  
Contacts are:

\_\_\_\_\_  
Attachments included:



**COMMUNITY AND STRUCTURE FIRE PROTECTION**  
**Guidelines for the Great Basin 2014**

**Background**

When wildfire strikes protection of communities and structures is a shared responsibility between home and landowners and their fire agencies. When communities and structures are threatened the values at risk are high and quickly become a large cost center for all fire agencies. Clarification on who, what, when and where we will accomplish our structure protection roles and responsibilities must be identified. There needs to be a common expectation among all agencies and the public on how structure protection will be handled within the Great Basin.

With increased growth in the wildland urban interface, fire agencies may not have the capability to protect all structures within a threatened community. The goal is to support those communities and structures that can survive the effects of a wildland fire without intervention.

All fire agencies have primary responsibility for fire suppression within their respective protection areas. Strong initial attack commensurate with risk is the primary objective on all wildfires managed for suppression objectives. Fire agencies attempt to prevent wildland fire from spreading into areas where there are structures, but if it does, will assist local fire agencies in protecting those communities and structures within the guidelines they have been trained.

**Leaders Intent**

Our first and foremost focus is to keep our firefighters and public safe. Once safety can be ensured, we will then aggressively work toward keeping the wildland fire away from communities and structures. Our firefighting strategies and tactics will be based on these principle objectives. Protecting structures from fire may not be possible in every situation. Risk to firefighters, fire behavior and availability of resources will dictate the strategies that will be utilized.

When there is a need to engage in structure protection, we will ensure that we are taking safe, and appropriate tactical actions for which we are trained and equipped. State and federal agencies will limit the use of tactics such as gelling, wrapping, and extensive hazardous fuels modification.

## **Unified Efforts**

Fire agencies may have a shared responsibility for wildland fire and structure protection within the scope of their state laws, agreements and annual operating plans. Agency Administrators will discuss with their partners roles and responsibilities; what capabilities each party has, how the parties will interface with each other, and how liabilities for costs will be addressed. Agency Administrators will provide leaders intent for structure fire protection. Incident management organizations will engage local government agencies (fire departments, law enforcement, disaster services, etc.) in the planning of strategies and tactics for community and structure protection.

There are areas in the Great Basin where there is no local fire agency. Through established authorities and resulting agreements, the wildland fire protection agencies may have responsibility to protect structures from wildland fire. It is the Landowners responsibility to determine whether there is a local fire agency that provides structure fire protection.

It is important for Great Basin Coordinating Group members to:

- **Partner** with communities, home and landowners to identify what actions can be taken to mitigate potential wildland urban interface losses, and identify financial and technical assistance opportunities.
- **Identify** how the parties will work together when the wildland fire impacts another's protection or jurisdictional responsibility.
- **Establish** agreements and/or local operating plans to identify roles and responsibilities prior to the wildland fire.

## **Capabilities**

Wildland fire agencies have no capability or responsibility to do structure fire suppression. Some local fire agencies may have limited capability within their own areas of jurisdiction to respond to a wildland fire. It is important for all partners to understand what capabilities they each have and identify other options i.e., that may be available (mutual aid) to enhance that capability.

## **Definitions**

The following are defined:

**Wildland Fire Protection:** Protecting natural resources and municipal watersheds from damage from any fire that occurs in the wildland. State, tribal and federal forestry or land management and some local government agencies normally provide wildland fire protection.

**Structure Protection:** Protecting a structure from the threat of damage from an advancing wildland fire. This involves the use of standard wildland protection tactics, control methods, and equipment, including fire control lines, the extinguishment of spot fires near or on the structure, and the use of aviation resources to keep fire from structures. The protection can be provided by both the rural and/or local government fire department and wildland fire protection agencies.

It is imperative that local governments, state and federal agencies discuss the Community Structure Protection Guidelines during or prior to the first operational period of fire incidents. The goal is to ensure all parties possess a common understanding of suppression resource capabilities or limitations, tactical capabilities or limitations and financial capabilities or limitations.

**Structure Fire Suppression:** Interior or exterior actions taken to suppress and extinguish a burning structure or improvement associated with standard fire protection equipment and training. This is the responsibility of local government entities; however there are areas where there is no structural fire agency in place.

AGENDA ITEM SUMMARY

DATE: 05/5/2014 DEPARTMENT: PW DEPT. HEAD SIGNATURE: MP

**SUBJECT:** Agreement with Advanced Irrigation Solutions for install, programing and oversight of irrigation controllers at Heagle, Lions and Hop Porter Parks in the amount, not to exceed \$8,275

*w/ Resolution 2014-40*

**AUTHORITY:**  ID Code \_\_\_\_\_  IAR \_\_\_\_\_  City Ordinance/Code \_\_\_\_\_  
(IF APPLICABLE)

**-BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

This work would be done in conjunction with the well project that is currently under construction at Lions and Heagle and the construction work that will commence shortly, connecting Lions and Hop Porter to the Lions well. Advanced Irrigation Solutions would install and oversee the setup for irrigation controllers (smart controllers) and program the communication system at each of the three parks. This will provide greater efficiency of our irrigation water use and minimize irrigation issues going forward. There are water conservation, maintenance and park aesthetic benefits to this project, by making irrigation automated, weather and moisture dependent, and eliminate unnecessary watering.

1. Lions and Hop Porter Parks' irrigation install and setup will be charged an hourly rate of \$75/hr., not to exceed \$5,000. See attached estimate.
2. Heagle Park irrigation install and setup will be charged an hourly rate of \$75/hr., not to exceed \$3,275. See attached estimate.

Labor costs shown in the attached proposals are by the hour, with not to exceed amounts. Please refer to the attached proposals and agreement for more details.

**ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:** (IF APPLICABLE)

<input checked="" type="checkbox"/> City Attorney	<input type="checkbox"/> Clerk / Finance Director	<input type="checkbox"/> Engineer	<input type="checkbox"/> Building
<input type="checkbox"/> Library	<input type="checkbox"/> Planning	<input type="checkbox"/> Fire Dept.	_____
<input type="checkbox"/> Safety Committee	<input type="checkbox"/> P & Z Commission	<input type="checkbox"/> Police	_____
<input type="checkbox"/> Streets	<input checked="" type="checkbox"/> Public Works, Parks	<input type="checkbox"/> Mayor	_____

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

Make a motion to adopt Resolution 2014-40 authorizing the Mayor to sign the Agreement.

**ACTION OF THE CITY COUNCIL:**

Date \_\_\_\_\_

City Clerk \_\_\_\_\_

**FOLLOW-UP:**

\*Ord./Res./Agrmt./Order Originals: Record  
Copies (all info.): \_\_\_\_\_  
Instrument # \_\_\_\_\_

\*Additional/Exceptional Originals to: \_\_\_\_\_  
Copies (AIS only)

**CITY OF HAILEY**  
**RESOLUTION NO. 2014-40**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY**  
**AUTHORIZING THE EXECUTION OF CONTRACT FOR IRRIGATION SERVICES**

WHEREAS, the City of Hailey desires to enter into an agreement with Advanced Irrigation Solutions who will provide irrigation services for the Heagle, Hop Porter and Lions Parks, for the City of Hailey.

WHEREAS, the City of Hailey and Irrigation Solutions have agreed to the terms and conditions of the Agreement for Professional Services, a copy of which is attached hereto.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO**, that the City of Hailey approves Letter of Agreement Between the City of Hailey and Advanced Irrigation Solutions and that the Mayor is authorized to execute the attached Agreement,

Passed this 5th day of May, 2014.

City of Hailey

\_\_\_\_\_  
Fritz X. Haemmerle, Mayor

ATTEST:

\_\_\_\_\_  
Mary Cone, City Clerk

LETTER OF AGREEMENT FOR HEAGLE, HOP PORTER AND LIONS

May 5, 2014

Kodi Farnworth  
Advanced Irrigation Solutions  
PO Box 309  
Carey, ID 83320

Subject: *Hop Porter, Heagle and Lions Park* - Irrigation Project

Dear Kodi:

The City of Hailey (city) wishes Advanced Irrigation Solutions to assist in the irrigation project at Hop Porter, Heagle and Lions Parks. The city currently has a contract with Sluder Construction to provide irrigation water from a new well in Lions Park to serve both parks and is in the process of completing a well and upgrading irrigation to Heagle Park. Advanced Irrigation Solutions would install and oversee the setup for irrigation controllers (smart controllers) and program the communication system at each of the three parks. This will provide greater efficiency of our irrigation water use and ensure reduce irrigation issues going forward. There are water conservation and park aesthetic benefits. In addition, it will reduce maintenance by providing smart controllers, which will make irrigation automated and eliminate unnecessary watering.

Please review the following conditions of the agreement, sign this letter and return the original to the city. I will then send you a complete, signed copy for your records.

The irrigation work for both projects is described herein and listed in the attached proposal, which you provided the city.

1. Lions and Hop Porter Parks' irrigation install and setup will be charged an hourly rate of \$75/hr., not to exceed \$5,000. See attached estimate.
2. Heagle Park irrigation install and setup will be charged an hourly rate of \$75/hr., not to exceed \$3,275. See attached estimate.
3. All work will be conducted at the required times, determined by City of Hailey. It is anticipated that initial work will commence at Hop Porter and Lions Parks following the execution of this contract and will continue throughout the month of May 2014. Irrigation work at Heagle Park should be complete by the end of May 2014. All work must be completed in a timely fashion. The city reserves the right to change dates to accommodate unforeseen circumstances.

Sincerely,

Mariel Platt  
Public Works Operations Director  
City of Hailey

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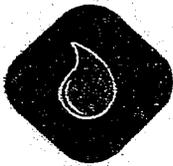
Fritz X. Haemmerle, Mayor

Date

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Kodi Farnworth, Advanced Irrigation Solutions

Date



Advanced Irrigation Solutions

PO Box 309  
Carey, ID 83320

# Estimate

Date	Estimate #
1/31/2014	118

Name / Address
City of Hailey Attn: Kelly Schwarz 115 Main St S Ste H Hailey ID 83333

Project
Heagle Park

Description	Qty	Rate	Total
Communication install and setup	22	75.00	1,650.00
GPRS Cell Phone	1	500.00	500.00
Oversee New clock and Meter install	15	75.00	1,125.00
		<b>Total</b>	\$3,275.00



Advanced Irrigation Solutions

PO Box 309  
Carey, ID 83320

# Estimate

Date	Estimate #
1/31/2014	116

<b>Name / Address</b>
City of Hailey Attn: Kelly Schwarz 115 Main St S Ste H Hailey ID 83333

			Project
			Hop Porter & Lions ...
Description	Qty	Rate	Total
Communication install & setup	20	75.00	1,500.00
GPRS Cell Phone	1	500.00	500.00
Over see Irrigation install as part of well project	40	75.00	3,000.00
<b>Total</b>			\$5,000.00

AGENDA ITEM SUMMARY

DATE: 05/5/2014    DEPARTMENT: PW    DEPT. HEAD SIGNATURE:   MP  

**SUBJECT:** Review of change order to add conduit along a 500 ft. stretch along Bullion St., between the east end of the bridge and Hop Porter Park. Cost is \$1,085. *w/ Sluder Construction*  
*Resolution 2014-43*

**AUTHORITY:**  ID Code \_\_\_\_\_  IAR \_\_\_\_\_  City Ordinance/Code \_\_\_\_\_  
(IF APPLICABLE)

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

The cost to install conduit is \$2.17 foot. The city has requested that conduit be added to the project for a 500 ft. stretch along Bullion St. The city has discussed this with Sluder Construction, yet the city has not received the order to date. It is anticipated that the change order will be submitted sometime between 5/1/14 and 5/5/14. The cost will be \$1,085. On a separate issue, yet related to cost, the city has identified where approximately \$700 can be saved or deducted from the contract price. This deduction will help offset the cost of adding the conduit.

The reason staff believes the conduit is necessary is to avoid costly asphalt repairs in the future, if the cable is damaged during any future excavation occurring after the project or if the cable needs to be repaired in the future. In addition, the conduit minimizes the amount of cable splicing necessary. Splicing should be avoided to the greatest extent possible in order to minimize re-wiring problems.

Sluder Construction needs to purchase the conduit as soon as possible in order to begin the project.

**ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:** (IF APPLICABLE)

<input checked="" type="checkbox"/> City Attorney	<input type="checkbox"/> Clerk / Finance Director	<input type="checkbox"/> Engineer	<input type="checkbox"/> Building
<input type="checkbox"/> Library	<input type="checkbox"/> Planning	<input type="checkbox"/> Fire Dept.	_____
<input type="checkbox"/> Safety Committee	<input type="checkbox"/> P & Z Commission	<input type="checkbox"/> Police	_____
<input type="checkbox"/> Streets	<input checked="" type="checkbox"/> Public Works, Parks	<input type="checkbox"/> Mayor	_____

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

Make a motion to adopt Resolution 2014-43 authorizing the Mayor to sign the Agreement, allowing for the change order in the amount specified above.

**ACTION OF THE CITY COUNCIL:**

Date   /  /  

City Clerk \_\_\_\_\_

**FOLLOW-UP:**

\*Ord./Res./Agrmt./Order Originals: Record  
Copies (all info.): \_\_\_\_\_  
Instrument # \_\_\_\_\_

\*Additional/Exceptional Originals to: \_\_\_\_\_  
Copies (AIS only)

**CITY OF HAILEY  
RESOLUTION NO. 2014-43**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY  
AUTHORIZING A CHANGE ORDER WITH  
SLUDER CONSTRUCTION FOR CONDUIT ALONG A PORTION OF BULLION  
STREET AS PART OF THE IRRIGATION LINE PROJECT TO PROVIDE WELL  
WATER FROM LIONS TO HOP PORTER PARK.**

WHEREAS, the City of Hailey desires to enter into change order \_\_\_\_\_, with SLUDER CONSTRUCTION for the purchase of conduit. The cost of the change order is \$1,085.

WHEREAS, the City of Hailey and SLUDER CONSTRUCTION have agreed to the terms and conditions of the change order, copy of which is attached hereto.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO,** that the City of Hailey approves the change order between the City of Hailey and SLUDER CONSTRUCTION and that the Mayor is authorized to execute the attached Agreement,

Passed this 5th day of May, 2014.

City of Hailey

\_\_\_\_\_  
Fritz X. Haemmerle, Mayor

ATTEST:

\_\_\_\_\_  
Mary Cone, City Clerk

**Claudia McCain**  
**Ketchum Arts Commission, Chair**  
**P.O. Box 1456 Ketchum, ID 83340**

April 25, 2014

Mayor Fritz Haemmerle  
City of Hailey  
115 S. Main St.  
Hailey, ID 83333

Dear Mayor Haemmerle,

As you may know, in late June the Americans for the Arts will be holding a conference in Sun Valley at the Sun Valley Resort. This prestigious arts group is the leading nonprofit organization committed to advancing the arts in America, and is based out of Washington, D.C. The symposium will address the topic of Art and Technology and falls under their Leadership Roundtable conferences. Participants include distinguished artists, philanthropists, and corporate and thought leaders.

In previous years the conference was held in Aspen, Co. Thanks to Marty Albertson, their Leadership Roundtable Chair, the group will gather in Sun Valley, and is partnering with the area arts. This is a wonderful endorsement of our arts community as well as our entire valley. As an arts leader and member of the hosting committee, I can vouch for our groups and say we are all very excited about the visit.

As part of our hospitality to the group, we would like to include a welcome letter from our area mayors. Mayor Jonas, her staff, and our hosting committee have composed a letter which we hope you will also endorse. I will be contacting the mayors in Hailey and Bellevue as well. If we could include all the mayor's signatures, it would be a wonderful cordiality. I propose that we have the logo of each participating city at the top of the letter.

I have included the letter as well as a Press Release about the conference. If you do choose to sign the letter, I will have a clean copy on stationary that I will bring by for your signature. Please let me know if you have any questions, and if you do wish to participate.

With Best Regards,

Claudia V. McCain  
Americans for the Arts Committee

*Arts Letter*

*JM edits 2 – April 1, 2014*

Dear Americans for the Arts conference participant,

All of us in the Wood River Valley are thrilled to welcome you to our community. We know that you place a high priority on arts and culture, and so do we. We are excited to be able to share what we have to offer with you.

This valley truly serves as a canvas for the arts — a canvas painted with almost every form of the arts imaginable. We have world-class symphony concerts and other classical performances, folk music, theater with Actors Equity performers, an accredited art museum and three historical museums, a major writers conference, film festivals, and a myriad of workshops, classes and lectures. Arts opportunities abound for our youth through a major outreach effort in the local schools. Hailey devotes 1 percent of public capital improvements budgets to the arts. Ketchum this year began devoting 5 percent, believed to be the highest percentage of any city in the nation.

In fact, in recognition of our commitment, ArtPlaces last year selected Ketchum as one of the top 12 small towns for art in the U.S. They cited the Sun Valley Center for the Arts, which is the largest arts organization in the state, as “a hub of arts activity.” The Wood River Valley has more than 25 art galleries and exhibition spaces, two annual arts and crafts festivals and even a fiber festival celebrating the area’s sheep-ranching history. Art is a part of day-to-day life, whether it is street sculpture and cheerful artist-designed utility box covers in Ketchum or bicycle racks designed by local artists in Hailey.

There are many arts groups to highlight in addition to The Center, but we would be remiss not to give special recognition to the Sun Valley Summer Symphony, the nation’s largest free-admission summer festival orchestra. It will celebrate its 30th anniversary this summer with free concerts featuring such world-renowned performers as violinist Joshua Bell and pianist Jean-Yves Thibaudet.

Of course, we also recognize that the arts are becoming an increasingly important economic driver for this community. Local sources estimate the impact at close to \$10 million annually, a significant figure for a valley of 22,000 people.

Our area historically has been known for Sun Valley, America’s first destination ski resort, and other outdoor recreation. Today’s Wood River Valley recognizes the role of the arts in attracting visitors and enhancing the quality of life. We welcome Americans for the Arts, and look forward to a long partnership.

Sincerely

Nina Jonas, Ketchum Mayor  
Dwayne Briscoe, Sun Valley Mayor  
Fritz Haemmerle, Hailey Mayor  
Chris Koch, Bellevue Mayor



## Major Arts Advocacy Organization Selects

Sun Valley, Idaho

as Site for 2014 Leadership Roundtable

Americans for the Arts drawn to the vibrant arts community in the Sun Valley area.

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April 8, 2014 – Americans for the Arts, the leading nonprofit committed to advancing the arts in America, has selected Sun Valley for its 2014 Leadership Roundtable. The event will take place June 26-28, 2014 in Sun Valley and Ketchum. This will be the first time that Americans for the Arts' roundtable program has partnered with a community of arts leaders rather than one partner institution.

The Leadership Roundtable will bring together a select group of approximately 30 distinguished artists, philanthropists, corporate and thought leaders in a proactive dialogue exploring how the arts can be utilized as a positive force for change. This year's topic will focus on the relationships that exist between the arts and technology and how best to harness them to further ideas, innovation and a creative future for our nation and the world.

Marty Albertson, Chair of the Sun Valley Marketing Alliance (SVMA), and Chair of the 2014 Americans for the Arts Leadership Roundtable, has been engaged with Americans for the Arts for many years and has attended the organization's roundtable programs both at the Aspen Institute in Colorado and at the Redford Center in Sundance, Utah. Albertson instigated discussion to move this year's summer conference from Aspen to Sun Valley. "Americans for the Arts' decision to bring this important national program to our area underscores the growing reputation of Sun Valley as an arts and culture destination," said Albertson. "All of us who live



or spend time here know of the incredibly rich arts community, and recognize the critical role the arts play in making the Valley such a special and vibrant place. Now, in part through the SVMA's efforts, the word is getting out to others, including national arts organizations like Americans for the Arts." He also pointed out that the arts play a significant role in the local economy, with more than a \$10 million annual impact. Albertson added, "It's a great opportunity to show off the quality of the arts here, and to demonstrate why Ketchum was named one of the top 12 small cities in the U.S. for art last year."

"We are excited by the opportunity to share with our attendees all that Sun Valley has to offer," said Bob Lynch, President and CEO of Americans for the Arts. "Our collaboration with the Sun Valley team of arts leaders has been exciting and inspiring. The cultural experiences that the arts community is arranging for our group will enhance the discussions around the table as well as the recommendations for national action that will result."

The local groups involved includes representatives from The Sun Valley Center for the Arts, the Sun Valley Summer Symphony, the Sun Valley Gallery Association, the Ketchum Arts Commission and the Wood River Valley Studio Tour.

With more than 50 years of service, Americans for the Arts is perhaps best known for helping to establish the National Endowment for the Arts (NEA) and for leading the efforts to keep the arts funded and at every level of government. Americans for the Arts believes that all the arts are critically important; that the arts are essential to the health and wealth of our communities; and that every American should have opportunities to experience the arts and arts education.

# # #

Contacts: Americans for the Arts: Graham Dunstan, 202-371-2830

Sun Valley: Trina Peters, 208-440-5561