

AGENDA ITEM SUMMARY

DATE: 05/10/2010 DEPARTMENT: Legislative

DEPT. HEAD SIGNATURE: HD

SUBJECT:

Tree Committee's Request for Inter-Local Governmental Agreement to share arborist services to manage tree inventory software, and to accept Community Forestry Consultant, Inc's bid to conduct a survey of 500 Hailey public trees and catalogue them within the software shared with Ketchum.

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Jen Smith, Tree Committee Chair, presented this concept to the Hailey City Council on April 26, 2010, and received approval for the same from Ketchum City Council in early May, 2010

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

2009/2010 FY Budget Cost - \$8000

Sources of funding: \$1500 budgeted in Legislative LOT for Grant Match
\$2500 budgeted in Legislative LOT for surveillance camera, grant received.
LOT Report shows shift from Camera to Tree Committee.
\$1000 budgeted in Legislative for Boards and Commissions needs
\$2500 donation from Hailey Parks Foundation
\$ 500 from Legislative Travel Budget

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

<input 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"/>
<input type="checkbox"/> Safety Committee	<input type="checkbox"/> P & Z Commission	<input type="checkbox"/> Police	<input type="checkbox"/>
<input type="checkbox"/> Streets	<input type="checkbox"/> Public Works, Parks	<input type="checkbox"/> Mayor	<input type="checkbox"/>

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve interlocal governmental agreement with City of Ketchum and authorize work to be conducted by Community Forestry Consultant, Inc. as presented.

FOLLOW-UP REMARKS:

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INTERLOCAL AGREEMENT
(City of Ketchum/City of Hailey)

RECITALS

WHEREAS, Ketchum performed a GIS-based Tree Inventory in 2006 and identified that the inventory and the hardware, software programs and data that accompany its functionality as important and necessary tools in the professional and efficient management of its Community Forestry Division; and,

WHEREAS, the Ketchum city arborist was asked to assist the City of Hailey on a volunteer basis to create an urban forest management program by chairing its Tree Committee; and,

WHEREAS, Ketchum and Hailey employees who are tasked with tree care benefit from the data provided by a GIS-based tree inventory to aid in strategic planning and operation assessments; and,

WHEREAS, Ketchum does benefit and Hailey will benefit from a more efficient and accurate on-going data management process measuring progress and tracking issues related to public tree care; and,

WHEREAS, Ketchum and Hailey employees can share public agency data to reduce costs and guide in the provision of services to those most in need, including community safety, public health and development services; and,

WHEREAS, Ketchum and Hailey employees seek to enhance their analytical, problem-solving and decision-making capabilities through the utilization of a GIS-based tree inventory and work with professionals in the field to incorporate new tools and technologies for personal skill development and community benefit at large; and,

WHEREAS, Ketchum and Hailey employees can ultimately make more informed decisions using scenario models and performing needs assessments that are constructed in-house opposed to requesting external proposals and absorbing consulting fees; and,

WHEREAS, the interlocal agreement will be budgeted in the adopted Ketchum Parks & Recreation FY2009-10 budget and the Hailey Public Works FY2009-10 budget.

TERMS

NOW, THEREFORE, subject to the limitations of this agreement and in order to provide assistance between the parties in providing tree inventory and management, it is hereby agreed as follows:

1. DURATION OF AGREEMENT. This Agreement shall not be effective until it is approved by the Mayor and City Council of Hailey, and the Mayor and City Council of Ketchum. It

shall continue in full force and effect without termination from June 1, 2010 until September 30, 2010. The parties may extend the agreement with the written consent of both parties.

2. PURPOSE. The purpose of this Agreement is to allow the City of Ketchum to contract with the City of Hailey for tree inventory and management services including staff support and software annual support fees totaling \$1,000.00 payable to the City of Ketchum. The City of Hailey will perform a tree inventory and purchase an additional TreeWorks site license for \$7,000.00 payable to Community Forestry Consultants.
3. MANNER OF FINANCING AND BUDGET. The City of Hailey shall reimburse the City of Ketchum for approximately twenty hours of professional arborist services in FY2009-10 for the amount of \$675.00 and one half of the annual GIS software support and upgrade fees in the amount of \$325.00, for a total payment of \$1,000.00 to be paid before or on September 30, 2010.
4. MUTUAL HOLD HARMLESS: Each party to this Agreement agrees to indemnify and hold harmless the other from any and all liability for any injury, damage or claim suffered by any person or property caused by the party or its employee while performing under this Agreement.
5. DUTIES. The provision of these services shall be governed as set out below:

The City of Ketchum agrees to supply the City of Hailey with professional arborist services for the management of a GIS-based tree inventory at a not-to-exceed rate of \$675.00 per year. This person will work at either the City of Ketchum or the City of Hailey to accomplish the tasks assigned them. Tasks assigned to the arborist include but are not limited to providing training for City of Hailey employees in the use of software and tree assessments.

The City of Hailey agrees to purchase an additional site license for TreeWorks, an urban forest management tool owned by the City of Ketchum, to be hosted with the City of Ketchum's Parks & Recreation Department and also agrees to pay for professional inventory services from Community Forestry Consultants for tree inventory services for five hundred (500) trees in the City of Hailey during 2010.

6. AMENDMENT. This Agreement may be amended at any time, and from time to time, by the mutual written consent of the City of Ketchum and the City of Hailey for any of the following purposes:
 1. To add provisions to the Agreement to benefit either or both the City of Ketchum and the City of Hailey.
 2. To extend the term of the agreement.
 3. To cure any ambiguity, to correct or supplement any provision herein which may be inconsistent with any other provisions with respect to matters or

questions arising under this Agreement which are not inconsistent with the provisions of the Agreement.

7. SEVERABILITY. In the event any provision of this Agreement shall be declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not, in any way, be affected or impaired thereby.

IN WITNESS WHEREOF, each of the parties has executed this Agreement by its duly authorized officials.

DATED this ___ day of May, 2010.

CITY OF KETCHUM, an Idaho
municipal corporation

Randy Hall, Mayor

ATTEST:

Sandra Cady, CMC
City Treasurer/Clerk

City of Hailey, an Idaho
municipal corporation

Richard Davis, Mayor

ATTEST:

Mary Cone, City Clerk

COMMUNITY FORESTRY CONSULTANTS, INC.
2020 E. 36TH AVENUE
SPOKANE, WA 99203
509-954-6454
509-534-2019 (FAX)
cfconsults@comcast.net

TREWORKS AND DATA COLLECTION PROPOSAL

March 9, 2010

Jennifer Smith
Hailey Tree Board
City of Hailey
Hailey, ID

RE: TreeWorks Tree Management software

TreeWorks 9.8 Basic (First Seat)	\$2,500.00
Inventory data collection (500 trees)	\$4,000.00
Travel expenses	\$500.00
TOTAL COST PROPOSAL	\$7,000.00

City of Ketchum, Idaho

P.O. Box 2315 Ketchum, ID 83340 (208) 726-3841 Fax: (208) 726-8234



April 27, 2010

Mayor Hall and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Hall and City Councilors:

Community Forestry Management Interlocal Agreement Proposal 5/3/10

Introduction/History

Urban forest management is the responsibility of the Community Forestry Division (CFD) of Ketchum Parks & Recreation Department. Ketchum's Community Forestry Division was created in 2003.

A GIS-based tree inventory and management software program called TreeWorks was purchased by the City in 2006 and data collection was undertaken by Community Forestry Consultants, Inc., an urban forest management consulting firm from Spokane, WA, revealing an urban forest asset amount of approximately \$2 million. The tree inventory allows the CFD to manage the urban forest asset efficiently and professionally; it helps to identify risks and opportunities associated with public trees, generate work orders for staff, create reports for elected officials and City administration, and provide leverage for grant money procurement. The Ketchum CFD has experienced a drastic budget savings over the past four years due in large part to the data provided and efficiencies created by the GIS-based tree inventory and management program.

In October 2008, The Ketchum city arborist was asked to chair the Hailey Tree Committee (HTC) in order to help facilitate the creation of Hailey's urban forest management program. The city arborist agreed to the volunteer position with full disclosure to both municipalities.

The HTC has experienced several successes (similar to Ketchum's CFD) such as a vigorous risk mitigation undertaking, regular Arbor Day celebrations, Tree City USA and TCUSA Growth Awards and a Community Transportation Enhancement grant award of \$30,000 by Idaho Department of Lands. Urban forest management best practices suggest that asset identification is the next step for continuing success. Following presentations and deliberations, the HTC requested a budget allocation for a GIS-based tree inventory similar to Ketchum's; however, the economic downturn prohibited the large expenditure at

this time. A stand-alone tree inventory and management software program and data inventory would cost the City of Hailey approximately \$20,000.

In a creative effort to both accomplish the much needed tree inventory and save limited municipal dollars, the HTC reached out to Community Forestry Consultants for a solution. Because Ketchum and Hailey are both relatively small communities, CFC urban forester, Jim Flott, suggested an agreement between the two cities to manage Hailey's tree inventory as well as save Ketchum's resources wherein Hailey would purchase an additional TreeWorks site license and data collection services for \$7,000 and would pay the City of Ketchum for one half of an annual software support fee of \$325 and a facilitation and management fee of \$675 for Ketchum's city arborists' services.

Current Report

Outreach and discovery efforts to Ketchum's elected officials and administrative team were undertaken starting in January 2009 revealing full support of the Interlocal Agreement. Similar support was garnered from Hailey officials and administration; a brief presentation was made to Hailey City Council on 4/26 and direction to pursue an Interlocal Agreement was given. *A draft Interlocal Agreement will be provided to Ketchum City Council on May 3 for consideration and, if approved, will be brought before Hailey again on May 10.*

Financial Requirement/Impact

No financial requirement/impact at this time. Should the Ketchum City Council support the Interlocal Agreement, a savings of \$325 of software annual support fee will occur and an additional fee of \$675 will be paid to Ketchum CFD (a net revenue stream of \$1,000 annually).

Recommendation

I respectfully recommend that the City Council approve the Interlocal Agreement for community forestry management between the cities of Ketchum and Hailey.

Sincerely,



Jennifer L. Smith
Parks & Natural Resources Superintendent

AGENDA ITEM SUMMARY

DATE: 05/10/2010 DEPARTMENT: Legislative/Administrative DEPT. HEAD SIGNATURE: HD

SUBJECT:

Motion to ~~approve~~ ^{approve} final DOE Local Energy Assurance Plan Grant Contract, approved on April 26, 2010 subject to amendments to be reviewed by city attorney and administrator, and executed electronically on May 4, 2010 by city administrator

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Council reviewed contract on April 26. Staff was still working with the DOE Contract Administrator on some amendments. Final contract was reviewed by city attorney and city administrator prior to electronic signature of the contract.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

<input 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"/> _____
<input type="checkbox"/> Safety Committee	<input type="checkbox"/> P & Z Commission	<input type="checkbox"/> Police	<input type="checkbox"/> _____
<input type="checkbox"/> Streets	<input type="checkbox"/> Public Works, Parks	<input type="checkbox"/> Mayor	<input type="checkbox"/> _____

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve final DOE Local Energy Assurance Plan Grant Contract, approved on April 26, 2010 subject to amendments to be reviewed by city attorney and administrator, and executed electronically on May 4, 2010 by city administrator

FOLLOW-UP REMARKS:

*

NOT SPECIFIED /OTHER

ASSISTANCE AGREEMENT

1. Award No. DE-OE0000389		2. Modification No.		3. Effective Date 04/30/2010		4. CFDA No. 81.122	
5. Awarded To CITY OF HAILEY Attn: TRACY ANDERSON 115 SOUTH MAIN STREET, SUITE H HAILEY ID 833338408				5. Sponsoring Office U.S. DOE/NETL Morgantown Campus 3610 Collins Ferry Road PO Box 880 Morgantown WV 26507-0880			7. Period of Performance 04/30/2010 through 04/29/2012
8. Type of Agreement <input checked="" type="checkbox"/> Grant <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Other		9. Authority 31 USC 6304 10 USC 2358 See Also Page 2			10. Purchase Request or Funding Document No. 10OE000324		
11. Remittance Address CITY OF HAILEY Attn: TRACY ANDERSON 115 SOUTH MAIN STREET, SUITE H HAILEY ID 833338408				12. Total Amount Govt. Share: \$83,202.00 Cost Share : \$83,865.00 Total : \$167,067.00		13. Funds Obligated This action: \$83,202.00 Total : \$83,202.00	
14. Principal Investigator Tom Hellen 208-788-4221 ext. 14		15. Program Manager Katherine T. Kweder Phone: 304-285-4039			16. Administrator U.S. DOE/NETL Morgantown Campus 3610 Collins Ferry Road PO Box 880 Morgantown WV 26507-0880		
17. Submit Payment Requests To Payment - Direct Payment from U.S. Dept of Treasury			18. Paying Office Payment - Direct Payment from U.S. Dept of Treasury			19. Submit Reports To See Reporting Requirements Checklist Attachment 3	
20. Accounting and Appropriation Data							
21. Research Title and/or Description of Project RECOVERY ACT - LOCAL ENERGY ASSURANCE PLANNING CITY OF HAILEY							
For the Recipient				For the United States of America			
22. Signature of Person Authorized to Sign				25. Signature of Grants/Agreements Officer Signature on File			
23. Name and Title		24. Date Signed		26. Name of Officer ANGELA D. BOSLEY		27. Date Signed 04/30/2010	

NOT SPECIFIED /OTHER

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-OE0000389

PAGE OF
2 11

NAME OF OFFEROR OR CONTRACTOR
CITY OF HALLEY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>DUNS Number: 169191517 Project Period - 04/30/2010 - 04/29/2012</p> <p>DOE Award Administrator: Jamie Parker, (304)285-5249 james.parker@netl.doe.gov</p> <p>Recipient Business POC: Tracy Anderson (208) 788-4221 tracy.anderson@halleycityhall.org</p> <p>Block 9 Authority: PL 111-5 American Recovery and Reinvestment Act of 2009; PL 95-91 DOE Organization Act, as amended by PL 109-58 Energy Policy Act 2005 ASAP: Yes Extent Competed: COMPETED Davis-Bacon Act: NO Fund: 05846 Appr Year: 2009 Allottee: 31 Report Entity: 220530 Object Class: 41000 Program: 3123765 Project: 2006080 WFO: 0000000 Local Use: 0000000 TAS Agency: 89 TAS Account: 0328</p>				

JULY 2004

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SPECIAL TERMS AND CONDITIONS FOR USE IN MOST GRANTS AND COOPERATIVE AGREEMENTS

RESOLUTION OF CONFLICTING CONDITIONS

Any apparent inconsistency between Federal statutes and regulations and the terms and conditions contained in this award must be referred to the DOE Award Administrator for guidance.

AWARD AGREEMENT TERMS AND CONDITIONS

This award/agreement consists of the Grant and Cooperative Agreement cover page, plus the following:

- a. Special terms and conditions.
- b. Attachments:

Attachment No.	Title
1	Intellectual Property Provisions
2	Statement of Project Objectives
3	Federal Assistance Reporting Checklist
4	Budget Pages
- c. Applicable program regulations: None
- d. DOE Assistance Regulations, 10 CFR 600 at <http://ecfr.gpoaccess.gov>.
- e. If the award is for research and to a university or non-profit, the Research Terms & Conditions and the DOE Agency Specific Requirements at <http://www.nsf.gov/bfa/dias/policy/rtc/index.jsp>.
- f. Application/proposal as approved by DOE.
- g. National Policy Assurances to Be Incorporated as Award Terms in effect on date of award at http://management.energy.gov/business_doe/1374.htm.

PAYMENT PROCEDURES - ADVANCES THROUGH THE AUTOMATED STANDARD APPLICATION FOR PAYMENTS (ASAP) SYSTEM

- a. Method of Payment. Payment will be made by advances through the Department of Treasury's ASAP system.
- b. Requesting Advances. Requests for advances must be made through the ASAP system. You may submit requests as frequently as required to meet your needs to disburse funds for the Federal share of project costs. ~~If feasible, you should time each request so that you receive payment on the same day that you disburse funds for direct project costs and the proportionate share of any allowable indirect costs.~~ If same-day transfers are not feasible, advance payments must be as close as is administratively feasible to actual disbursements.
- c. Adjusting payment requests for available cash. You must disburse any funds that are available from repayments to and interest earned on a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds before requesting additional cash payments from DOE/NNSA.
- d. Payments. All payments are made by electronic funds transfer to the bank account identified on the ASAP Bank Information Form that you filed with the U.S. Department of Treasury.

LIMITATION OF FUNDING

The Recipient is not authorized to expend more than 20 percent (20%) of obligated funds until the DOE Project Officer approves the Recipient's Project Management Plan (PMP) and Workforce Development Plan (WDP). DOE reserves the right to place a hold on the Recipient's ASAP account if the PMP and WDP are not submitted by the date set forth in the Deliverables Section of the Statement of Project Objectives.

COST SHARING FFRDC'S NOT INVOLVED

a. Total Estimated Project Cost is the sum of the Government share and Recipient share of the estimated project costs. ~~The Recipient's cost share must come from non-federal sources unless otherwise allowed by law.~~ By accepting federal funds under this award, you agree that you are liable for your percentage share of total allowable project costs, on a budget period basis, even if the project is terminated early or is not funded to its completion. This cost is shared as follows:

Budget Period No.	Budget Period Start	Government Share \$/%	Recipient Share \$/%	Total Estimated Cost
1	05/01/2010	\$83,202 / 49%	\$83,865 / 51%	\$167,067
Total Project		\$83,202 / 49%	\$83,865 / 51%	\$167,067

b. ~~If you discover that you may be unable to provide cost sharing of at least the amount identified in paragraph a of this article, you should immediately provide written notification to the DOE Award Administrator indicating whether you will continue or phase out the project.~~ If you plan to continue the project, the notification must describe how replacement cost sharing will be secured.

c. You must ~~maintain records of all project costs~~ that you claim as cost sharing, including in-kind costs, as well as records of costs to be paid by DOE/NNSA. Such records are subject to audit.

d. Failure to provide the cost sharing required by this Article may result in the subsequent recovery by DOE/NNSA of some or all the funds provided under the award.

REBUDGETING AND RECOVERY OF INDIRECT COSTS - REIMBURSABLE INDIRECT COSTS AND FRINGE BENEFITS

a. If actual allowable indirect costs are less than those budgeted and funded under the award, you may use the difference to pay additional allowable direct costs during the project period. If at the completion of the award the Government's share of total allowable costs (i.e., direct and indirect), is less than the total costs reimbursed, you must refund the difference.

b. Recipients are expected to manage their indirect costs. DOE will not amend an award solely to provide additional funds for changes in indirect cost rates. DOE recognizes that the inability to obtain full reimbursement for indirect costs means the recipient must absorb the underrecovery. Such underrecovery may be allocated as part of the organization's required cost sharing.

PRE-AWARD COSTS

You are entitled to reimbursement for costs incurred on or after April 12, 2010, as authorized by the pre-award costs letter dated April 16, 2010, if such costs are allowable in accordance with the applicable Federal cost principles referenced in 10 CFR part 600.

STATEMENT OF FEDERAL STEWARDSHIP

DOE/NNSA will exercise normal Federal stewardship in overseeing the project activities performed under this award. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to correct deficiencies which develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the award objectives have been accomplished.

SITE VISITS

DOE/NNSA's authorized representatives have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. You must provide, and must require your sub-recipients to provide, reasonable access to facilities, office space, resources, and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

REPORTING REQUIREMENTS

- a. Requirements. The reporting requirements for this award are identified on the Federal Assistance Reporting Checklist, DOE F 4600.2, attached to this award. Failure to comply with these reporting requirements is considered a material noncompliance with the terms of the award. Noncompliance may result in withholding of future payments, suspension, or termination of the current award, and withholding of future awards. A willful failure to perform, a history of failure to perform, or unsatisfactory performance of this and/or other financial assistance awards, may also result in a debarment action to preclude future awards by Federal agencies.
- b. Dissemination of scientific/technical reports. Scientific/technical reports submitted under this award will be disseminated on the Internet via the DOE Information Bridge (www.osti.gov/bridge), unless the report contains patentable material, protected data, or SBIR/STTR data. Citations for journal articles produced under the award will appear on the DOE Energy Citations Database (www.osti.gov/energycitations).
- c. Restrictions. Reports submitted to the DOE Information Bridge must not contain any Protected Personal Identifiable Information (PII), limited rights data (proprietary data), classified information, information subject to export control classification, or other information not subject to release.

PUBLICATIONS

- a. ~~You are encouraged to publish or otherwise make publicly available the results of the work~~ conducted under the award.
- b. An acknowledgment of Federal support and a disclaimer ~~must~~ appear in the publication of any material, whether copyrighted or not, based on or developed under this project, as follows:

Acknowledgment: ~~"This material is based upon work supported by the Department of Energy under~~
Award Number(s) DE-0E-0000389."

~~Disclaimer:~~ "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

FEDERAL, STATE, AND MUNICIPAL REQUIREMENTS

You must obtain any required permits and comply with applicable federal, state, and municipal laws, codes, and regulations for work performed under this award.

INTELLECTUAL PROPERTY PROVISIONS AND CONTACT INFORMATION

a. The intellectual property provisions applicable to this award are provided as an attachment to this award or are referenced on the Assistance Agreement Face Page. A list of all intellectual property provisions may be found at http://www.gc.doe.gov/financial_assistance_awards.htm.

b. Questions regarding intellectual property matters should be referred to the DOE Award Administrator and the Patent Counsel designated as the service provider for the DOE office that issued the award. The IP Service Providers List is found at [http://www.gc.doe.gov/documents/Intellectual_Property_\(IP\)_Service_Providers_for_Acquisition.pdf](http://www.gc.doe.gov/documents/Intellectual_Property_(IP)_Service_Providers_for_Acquisition.pdf)

LOBBYING RESTRICTIONS

By accepting funds under this award, you agree that none of the funds obligated on the award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS -- SENSE OF CONGRESS

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.

SPECIAL PROVISIONS RELATING TO WORK FUNDED UNDER AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (MAR 2009)

Preamble

The American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, (Recovery Act) was enacted to preserve and create jobs and promote economic recovery, assist those most impacted by the recession, provide investments needed to increase economic efficiency by spurring technological advances in science and health, invest in transportation, environmental protection, and other infrastructure that will provide long-term economic benefits, stabilize State and local government budgets, in order to minimize and avoid reductions in essential services and counterproductive State and local tax increases. ~~Recipients shall use grant funds in a manner that maximizes job creation and economic benefit.~~

The Recipient shall comply with all terms and conditions in the Recovery Act relating generally to governance, accountability, transparency, data collection and resources as specified in Act itself and as discussed below.

Recipients should begin planning activities for their first tier sub-recipients, including obtaining a DUNS number (or updating the existing DUNS record), and registering with the Central Contractor Registration (CCR).

Be advised that Recovery Act funds can be used in conjunction with other funding as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the Recovery Act and related guidance. ~~For projects funded by sources other than the Recovery Act, Contractors must keep separate records for Recovery Act funds and to ensure those records comply with the requirements of the Act.~~

The Government has not fully developed the implementing instructions of the Recovery Act, particularly concerning specific procedural requirements for the new reporting requirements. The Recipient will be provided these details as they become available. The Recipient must comply with all requirements of the Act. If the recipient believes there is any inconsistency between ARRA requirements and current award terms and conditions, the issues will be referred to the Contracting Officer for reconciliation.

Definitions

For purposes of this term, Covered Funds means funds expended or obligated from appropriations under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5. Covered Funds will have special accounting codes and will be identified as Recovery Act funds in the grant, cooperative agreement or TIA and/or modification using Recovery Act funds. Covered Funds must be reimbursed by September 30, 2015.

Non-Federal employer means any employer with respect to covered funds -- the contractor, subcontractor, grantee, or recipient, as the case may be, if the contractor, subcontractor, grantee, or recipient is an employer; and any professional membership organization, certification of other professional body, any agent or licensee of the Federal government, or any person acting directly or indirectly in the interest of an employer receiving covered funds; or with respect to covered funds received by a State or local government, the State or local government receiving the funds and any contractor or subcontractor receiving the funds and any contractor or subcontractor of the State or local government; and does not mean any department, agency, or other entity of the federal government.

Recipient means any entity that receives Recovery Act funds directly from the Federal government (including Recovery Act funds received through grant, loan, or contract) other than an individual and includes a State that receives Recovery Act Funds.

Special Provisions

A. Flow Down Requirement

Recipients must include these special terms and conditions in any sub-award.

B. Segregation of Costs.

Recipients must segregate the obligations and expenditures related to funding under the Recovery Act. Financial and accounting systems should be revised as necessary to segregate, track and maintain these funds apart and separate from other revenue streams. No part of the funds from the Recovery Act shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects.

C. Prohibition on Use of Funds

None of the funds provided under this agreement derived from the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may be used by any State or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

D. Access to Records

With respect to each financial assistance agreement awarded utilizing at least some of the funds appropriated or otherwise made available by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, any representative of an appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1988 (5 U.S.C. App.) or of the Comptroller General is authorized --

(1) to examine any records of the contractor or grantee, any of its subcontractors or subgrantees, or any State or local agency administering such contract that pertain to, and involve transactions that relate to, the subcontract, subgrant, grant, or subgrant; and

(2) to interview any officer or employee of the contractor, grantee, subgrantee, or agency regarding such transactions.

E. Publication

An application may contain technical data and other data, including trade secrets and/or privileged or confidential information, which the applicant does not want disclosed to the public or used by the Government for any purpose other than the application. To protect such data, the applicant should specifically identify each page including each line or paragraph thereof containing the data to be protected and mark the cover sheet of the application with the following Notice as well as referring to the Notice on each page to which the Notice applies:

Notice of Restriction on Disclosure and Use of Data

The data contained in pages ---- of this application have been submitted in confidence and contain trade secrets or proprietary information, and such data shall be used or disclosed only for evaluation purposes, provided that if this applicant receives an award as a result of or in connection with the submission of this application, DOE shall have the right to use or disclose the data here to the extent provided in the award. This restriction does not limit the Government's right to use or disclose data obtained without restriction from any source, including the applicant.

Information about this agreement will be published on the Internet and linked to the website www.recovery.gov, maintained by the Accountability and Transparency Board. The Board may exclude posting contractual or other information on the website on a case-by-case basis when necessary to protect national security or to protect information that is not subject to disclosure under sections 552 and 552a of title 5, United States Code.

F. Protecting State and Local Government and Contractor Whistleblowers.

The requirements of Section 1553 of the Act are summarized below. They include, but are not limited to:

Prohibition on Reprisals: An employee of any non-Federal employer receiving covered funds under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives information that the employee believes is evidence of:

- gross mismanagement of an agency contract or grant relating to covered funds;
- a gross waste of covered funds;
- a substantial and specific danger to public health or safety related to the implementation or use of covered funds;
- an abuse of authority related to the implementation or use of covered funds; or
- as violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

Agency Action: Not later than 30 days after receiving an inspector general report of an alleged reprisal, the head of the agency shall determine whether there is sufficient basis to conclude that the non-Federal employer has subjected the employee to a prohibited reprisal. The agency shall either issue an order denying relief in whole or in part or shall take one or more of the following actions:

- Order the employer to take affirmative action to abate the reprisal.
- Order the employer to reinstate the person to the position that the person held before the reprisal, together with compensation including back pay, compensatory damages, employment benefits, and other terms and conditions of employment that would apply to the person in that position if the reprisal had not been taken.
- Order the employer to pay the employee an amount equal to the aggregate amount of all costs and expenses (including attorneys' fees and expert witnesses' fees) that were reasonably incurred by the employee for or in connection with, bringing the complaint regarding the reprisal, as determined by the head of a court of competent jurisdiction.

Non-enforceability of Certain Provisions Waiving Rights and remedies or Requiring Arbitration: Except as provided in a collective bargaining agreement, the rights and remedies provided to aggrieved employees by this section may not be waived by any agreement, policy, form, or condition of employment, including any pre-dispute arbitration agreement. No pre-dispute arbitration agreement shall be valid or enforceable if it requires arbitration of a dispute arising out of this section.

Requirement to Post Notice of Rights and Remedies: Any employer receiving covered funds under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, shall post notice of the rights and remedies as required therein. (Refer to section 1553 of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, www.Recovery.gov, for specific requirements of this section and prescribed language for the notices.).

G. Reserved

H. False Claims Act

Recipient and sub-recipients shall promptly refer to the DOE or other appropriate Inspector General any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving those funds.

I. Information in Support of Recovery Act Reporting

Recipient may be required to submit backup documentation for expenditures of funds under the Recovery Act including such items as timecards and invoices. Recipient shall provide copies of backup documentation at the request of the Contracting Officer or designee.

J. Availability of Funds

Funds appropriated under the Recovery Act and obligated to this award are available for reimbursement of costs until September 30, 2015.

REPORTING AND REGISTRATION REQUIREMENTS UNDER SECTION 1512 OF THE RECOVERY ACT

(a) This award requires the recipient to complete projects or activities which are funded under the American Recovery and Reinvestment Act of 2009 (Recovery Act) and to report on use of Recovery Act funds provided through this award. Information from these reports will be made available to the public.

(b) The reports are due no later than ten calendar days after each calendar quarter in which the recipient receives the assistance award funded in whole or in part by the Recovery Act.

(c) Recipients and their first-tier recipients must maintain current registrations in the Central Contractor Registration (<http://www.ccr.gov>) at all times during which they have active federal awards funded with Recovery Act funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (<http://www.dnb.com>) is one of the requirements for registration in the Central Contractor Registration.

(d) The recipient shall report the information described in section 1512(c) of the Recovery Act using the reporting instructions and data elements that will be provided online at <http://www.FederalReporting.gov> and ensure that any information that is pre-filled is corrected or updated as needed.

RECOVERY ACT TRANSACTIONS LISTED IN SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND RECIPIENT RESPONSIBILITIES FOR INFORMING SUBRECIPIENTS

(a) To maximize the transparency and accountability of funds authorized under the American Recovery and Reinvestment Act of 2009 (Pub. L. 111--5) (Recovery Act) as required by Congress and in accordance with 2 CFR 215.21 "Uniform Administrative Requirements for Grants and Agreements" and OMB Circular A--102 Common Rules provisions, recipients agree to maintain records that identify adequately the source and application of Recovery Act funds. OMB Circular A--102 is available at <http://www.whitehouse.gov/omb/circulars/a102/a102.html>.

(b) For recipients covered by the ~~Single Audit Act Amendments~~ of 1996 and OMB Circular A--133, "Audits of States, Local Governments, and Non-Profit Organizations," recipients agree to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF--SAC) required by OMB Circular A--133. OMB Circular A--133 is available at <http://www.whitehouse.gov/omb/circulars/a133/a133.html>. This shall be accomplished by identifying expenditures for Federal awards made under the Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF--SAC by CFDA number, and inclusion of the prefix "ARRA-" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF--SAC.

(c) Recipients agree to separately identify to each subrecipient, and document at the time of subaward and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to subrecipients shall distinguish the subawards of incremental Recovery Act funds from regular subawards under the existing program.

(d) Recipients agree to require their subrecipients to include on their SEFA information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor subrecipient expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office.

Attachment 1

**Intellectual Property Provisions (NRD-1003)
Non-research and Development**

Recipients may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under an award. DOE reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use the work for Federal purposes and to authorize others to do so.

The DOE has the right to:

- (1) Obtain, reproduce, publish or otherwise use the data first produced under this award; and
- (2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

The following applies only to nonprofit organizations:

In response to a Freedom of Information Act (FOIA) request for research data relating to published research findings produced under an award that were used by the Federal Government in developing an agency action that has the force and effect of law, the DOE shall request, and the recipient shall provide, within a reasonable time, the research data so that they can be made available to the public through the procedures established under the FOIA. If the DOE obtains the research data solely in response to a FOIA request, the agency may charge the requester a reasonable fee equaling the full incremental cost of obtaining the research data. This fee should reflect costs incurred by the agency, the recipient, and applicable sub-recipients. This fee is in addition to any fees the agency may assess under the FOIA (U.S.C. 552(a)(4)(A)).

The following definitions apply for purposes of the above paragraph:

- (1) Research data is defined as the recorded factual material commonly accepted in the scientific community as necessary to validate research findings, but not any of the following: preliminary analyses, drafts of scientific papers, plans for future research, peer reviews, or communications with colleagues. This "recorded" material excludes physical objects (e.g., laboratory samples). Research data also do not include:
 - a. Trade secrets, commercial information; materials necessary to be held confidential by a researcher until they are published, or similar information which is protected under law; and
 - b. Personnel and medical information and similar information the disclosure of which would constitute a clearly unwarranted invasion of personal privacy, such as information that could be used to identify a particular person in a research study.
- (2) Published is defined as either when:
 - a. Research findings are published in a peer-reviewed scientific or technical journal; or
 - b. A Federal agency publicly and officially cites the research findings in support of an agency action that has the force and effect of law.
- (3) Use by the Federal Government in developing an agency action that has the force and effect of law is defined as when an agency publicly and officially cites the research findings in support of an agency action that has the force and effect of law.

STATEMENT OF PROJECT OBJECTIVES (SOPO)
Recovery Act - Local Energy Assurance Plan (LEAP) – Hailey, ID

A. OBJECTIVES

The initiative will focus on building regional energy assurance capability to allow Cities to better coordinate and communicate state-wide and with one another, on energy security, reliability, and emergency response issues. The objectives of this initiative are to: (1) strengthen and expand local government energy assurance planning and resiliency, (2) reduce the impacts from energy supply disruptions, and (3) create jobs and save jobs in energy assurance planning at the city level.

B. TASKS TO BE PERFORMED

Task 1.0 - Project Management Plan

The Recipient shall prepare and maintain a Project Management Plan (PMP). The PMP shall detail the work elements required to manage and report on activities in accordance with the ARRA and grant requirements. This PMP shall also document the project plan, schedule and project budget for carrying out all Tasks and completing all Deliverables under this Grant. It is anticipated that the PMP will be periodically revised during the performance period, but should at all times provide sufficient detail to plan, carry out and monitor all project activities.

Task 2.0 – Workforce Development Plan

The Workforce Development Plan (WDP) shall document the jobs created or saved as a direct result of this grant. The WDP shall be revised as necessary to provide the status of its implementation and any changes to the WDP during the course of the project.

Task 3.0 – Energy Assurance Planning

The Energy Assurance Plan (new or revised) shall be modeled after the Local Energy Assurance Guidelines (<http://www.pti.org/docs-sust/LocalGovernmentEnergyAssuranceGuidelines.pdf>) developed by Public Technology Institute (PTI) and DOE Office of Electricity Delivery and Energy Reliability (OE). The Energy Assurance Plan should incorporate response actions for new energy portfolios, including Smart Grid technologies, and be integrated with the respective State Energy Assurance Plan. ~~Energy assurance planning will be coordinated with appropriate entities, such as the emergency management office, homeland security office, fire departments, public utility commissions, state energy office, private sector utilities, etc.~~

Task 4.0 - Energy Assurance Plan Implementation Activities

Subtask 4.1 – Conduct Energy Infrastructure Inventories, including a facility analysis, fuel supply analysis, and personnel analysis.

Subtask 4.2 – Develop Emergency Fuel Supply Plan

Subtask 4.3 – Develop a Readiness Assessment – Hailey’s readiness to respond to an emergency

Subtask 4.4 – Investigate the incorporation of Renewable Energy Resources and New

Technologies into the city's energy assurance plan

Task 5.0 – Conduct/Participate in an Energy Assurance Tabletop Exercise.

B. DELIVERABLES

Reports shall be submitted in accordance with the "Federal Assistance Reporting Checklist" and the instructions accompanying the checklist included as Attachment 3 to the Award Document. In addition, the following deliverables are required.

Deliverable 1.0 – Project Management Plan (PMP) (PMP due 45 days following award and subsequent revisions (if needed), due quarterly throughout the performance period.)

Deliverable 2.0 – Workforce Development Plan (WDP) (WDP due 45 days following award and subsequent revisions (if needed) due quarterly throughout the performance period.)

Deliverable 3.0 – Energy Assurance Plan – (due at end of project period)

Deliverable 4.0 – Energy Assurance Plan Implementation Report documenting completion of all identified subtask 4.1 – 4.4 (Due one (1) month before end of project period.)

Deliverable 5.0 – Provide an after action report on Energy Assurance Table Top Exercise(s) (Due at end of project period.)

ATTACHMENT 3

**U.S. Department of Energy
FEDERAL ASSISTANCE REPORTING CHECKLIST
AND INSTRUCTIONS**

1. Identification Number: DE-OE0000389		2. Program/Project Title: RECOVERY ACT: LOCAL ENERGY ASSURANCE PLANNING CITY OF HAILEY											
3. Recipient: City of Hailey													
4. Reporting Requirements:		Frequency	No. of Copies										
A. MANAGEMENT REPORTING		Q, F	Upload only 1 copy to the address in the next column at the interval specified in the previous column.										
<input checked="" type="checkbox"/> Progress Report <input type="checkbox"/> Special Status Report				https://www.eere-pmc.energy.gov/SubmitReports.aspx See also Note 1									
B. SCIENTIFIC/TECHNICAL REPORTING													
(Reports/Products must be submitted with appropriate DOE F 241. The 241 forms are available at www.osti.gov/mlink) <table border="0"> <tr> <td>Report/Product</td> <td>Form</td> </tr> <tr> <td><input type="checkbox"/> Final Scientific/Technical Report</td> <td>DOE F 241.3</td> </tr> <tr> <td><input type="checkbox"/> Conference papers/proceedings*</td> <td>DOE F 241.3</td> </tr> <tr> <td><input type="checkbox"/> Software/Manual</td> <td>DOE F 241.4</td> </tr> <tr> <td><input type="checkbox"/> Other (see Special Instructions)</td> <td>DOE F 241.3</td> </tr> </table> * Scientific and technical conferences only		Report/Product	Form	<input type="checkbox"/> Final Scientific/Technical Report	DOE F 241.3	<input type="checkbox"/> Conference papers/proceedings*	DOE F 241.3	<input type="checkbox"/> Software/Manual	DOE F 241.4	<input type="checkbox"/> Other (see Special Instructions)	DOE F 241.3		http://www.osti.gov/mlink-2413 http://www.osti.gov/mlink-2413 http://www.osti.gov/estsc/241-4pre.jsp
Report/Product	Form												
<input type="checkbox"/> Final Scientific/Technical Report	DOE F 241.3												
<input type="checkbox"/> Conference papers/proceedings*	DOE F 241.3												
<input type="checkbox"/> Software/Manual	DOE F 241.4												
<input type="checkbox"/> Other (see Special Instructions)	DOE F 241.3												
C. FINANCIAL REPORTING		Q, F											
<input checked="" type="checkbox"/> SF-425, Federal Financial Report			https://www.eere-pmc.energy.gov/SubmitReports.aspx										
D. CLOSEOUT REPORTING		F											
<input type="checkbox"/> Patent Certification <input checked="" type="checkbox"/> Property Certification <input type="checkbox"/> Other (see Special Instructions)			http://www.management.energy.gov/documents/PropertyCertFINAL.doc										
E. OTHER REPORTING		A											
<input checked="" type="checkbox"/> Annual Indirect Cost Proposal <input type="checkbox"/> Annual Inventory Report of Federally Owned Property, if any <input checked="" type="checkbox"/> Other (See Special Instructions, Note 2)		A	https://www.eere-pmc.energy.gov/SubmitReports.aspx See also Note 2										
F. AMERICAN RECOVERY AND REINVESTMENT ACT REPORTING		D											
<input checked="" type="checkbox"/> Reporting and Registration Requirements			http://www.federalreporting.gov										
FREQUENCY CODES AND DUE DATES: <table border="0"> <tr> <td>A - Within 5 calendar days after events or as specified.</td> <td>S - Semiannually; within 30 days after end of reporting period.</td> </tr> <tr> <td>F - Final; 90 calendar days after expiration or termination of the award.</td> <td>Q - Quarterly; within 30 days after end of the reporting period.</td> </tr> <tr> <td>Y - Yearly; 90 days after the end of the reporting period.</td> <td>D - Quarterly; within 10 days after end of the reporting period.</td> </tr> </table>				A - Within 5 calendar days after events or as specified.	S - Semiannually; within 30 days after end of reporting period.	F - Final; 90 calendar days after expiration or termination of the award.	Q - Quarterly; within 30 days after end of the reporting period.	Y - Yearly; 90 days after the end of the reporting period.	D - Quarterly; within 10 days after end of the reporting period.				
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Y - Yearly; 90 days after the end of the reporting period.	D - Quarterly; within 10 days after end of the reporting period.												
5. Special Instructions: Forms are available at https://www.eere-pmc.energy.gov/forms.aspx . Note 1 - Final Progress Report - The final report will consist of 1) a one-page executive summary of the project, 2) a report summarizing the implementation actions and other project activities completed through the LEAP Initiative, 3) a Workforce Management Report documenting the personnel hired, retained and trained for energy assurance activities through this initiative, 4) a copy of the City's Energy Assurance Plan, and 5) summaries or copies of project deliverables. Note 2 - Other - Other deliverables as identified in the Statement of Project Objectives.													

Federal Assistance Reporting Instructions (9/09)

A. MANAGEMENT REPORTING

Progress Report

The Progress Report must provide a concise narrative assessment of the status of work and include the following information and any other information identified under Special Instructions on the Federal Assistance Reporting Checklist:

1. The DOE award number and name of the recipient.
2. The project title and name of the project director/principal investigator.
3. Date of report and period covered by the report.
4. A comparison of the actual accomplishments with the goals and objectives established for the period and reasons why the established goals were not met.
5. A discussion of what was accomplished under these goals during this reporting period, including major activities, significant results, major findings or conclusions, key outcomes or other achievements. This section should not contain any proprietary data or other information not subject to public release. If such information is important to reporting progress, do not include the information, but include a note in the report advising the reader to contact the Principal Investigator or the Project Director for further information.
6. Cost Status. Show approved budget by budget period and actual costs incurred. If cost sharing is required break out by DOE share, recipient share, and total costs.
7. Schedule Status. List milestones, anticipated completion dates and actual completion dates. If you submitted a project management plan with your application, you must use this plan to report schedule and budget variance. You may use your own project management system to provide this information.
8. Any changes in approach or aims and reasons for change. Remember significant changes to the objectives and scope require prior approval by the contracting officer.
9. Actual or anticipated problems or delays and actions taken or planned to resolve them.
10. Any absence or changes of key personnel or changes in consortium/teaming arrangement.
11. A description of any product produced or technology transfer activities accomplished during this reporting period, such as:

- A. Publications (list journal name, volume, issue); conference papers; or other public releases of results. Attach or send copies of public releases to the DOE Program Manager identified in Block 15 of the Assistance Agreement Cover Page.
- B. Web site or other Internet sites that reflect the results of this project.
- C. Networks or collaborations fostered.
- D. Technologies/Techniques.
- E. Inventions/Patent Applications
- F. Other products, such as data or databases, physical collections, audio or video, software or netware, models, educational aid or curricula, instruments or equipment.

Special Status Report

The recipient must report the following events by e-mail as soon as possible after they occur:

1. Developments that have a significant favorable impact on the project.
2. Problems, delays, or adverse conditions which materially impair the recipient's ability to meet the objectives of the award or which may require DOE to respond to questions relating to such events from the public. The recipient must report any of the following incidents and include the anticipated impact and remedial action to be taken to correct or resolve the problem/condition:
 - a. Any single fatality or injuries requiring hospitalization of five or more individuals.
 - b. Any significant environmental permit violation.
 - c. Any verbal or written Notice of Violation of any Environmental, Safety, and Health statutes.
 - d. Any incident which causes a significant process or hazard control system failure.
 - e. Any event which is anticipated to cause a significant schedule slippage or cost increase.
 - f. Any damage to Government-owned equipment in excess of \$50,000.
 - g. Any other incident that has the potential for high visibility in the media.

B. SCIENTIFIC/TECHNICAL REPORTS

Final Scientific/Technical Report

Content. The final scientific/technical report must include the following information and any other information identified under Special Instructions on the Federal Assistance Reporting Checklist:

1. Identify the DOE award number; name of recipient; project title; name of project director/principal investigator; and consortium/teaming members.
2. Display prominently on the cover of the report any authorized distribution limitation notices, such as patentable material or protected data. Reports delivered without such notices may be deemed to have been furnished with unlimited rights, and the Government assumes no liability for the disclosure, use or reproduction of such reports.
3. Provide an executive summary, which includes a discussion of 1) how the research adds to the understanding of the area investigated; 2) the technical effectiveness and economic feasibility of the methods or techniques investigated or demonstrated; or 3) how the project is otherwise of benefit to the public. The discussion should be a minimum of one paragraph and written in terms understandable by an educated layman.
4. Provide a comparison of the actual accomplishments with the goals and objectives of the project.
5. Summarize project activities for the entire period of funding, including original hypotheses, approaches used, problems encountered and departure from planned methodology, and an assessment of their impact on the project results. Include, if applicable, facts, figures, analyses, and assumptions used during the life of the project to support the conclusions.
6. Identify products developed under the award and technology transfer activities, such as:
 - a. Publications (list journal name, volume, issue), conference papers, or other public releases of results. If not provided previously, attach or send copies of any public releases to the DOE Program Manager identified in Block 15 of the Assistance Agreement Cover Page;
 - b. Web site or other Internet sites that reflect the results of this project;
 - c. Networks or collaborations fostered;
 - d. Technologies/Techniques;
 - e. Inventions/Patent Applications, licensing agreements; and
 - f. Other products, such as data or databases, physical collections, audio or

video, software or netware, models, educational aid or curricula, instruments or equipment.

7. For projects involving computer modeling, provide the following information with the final report:
 - a. Model description, key assumptions, version, source and intended use;
 - b. Performance criteria for the model related to the intended use;
 - c. Test results to demonstrate the model performance criteria were met (e.g., code verification/validation, sensitivity analyses, history matching with lab or field data, as appropriate);
 - d. Theory behind the model, expressed in non-mathematical terms;
 - e. Mathematics to be used, including formulas and calculation methods;
 - f. Whether or not the theory and mathematical algorithms were peer reviewed, and, if so, include a summary of theoretical strengths and weaknesses;
 - g. Hardware requirements; and
 - h. Documentation (e.g., users guide, model code).

Electronic Submission. The final scientific/technical report must be submitted electronically via the DOE Energy Link System (E-Link) accessed at <http://www.osti.gov/elink-2413>.

Electronic Format. Reports must be submitted in the ADOBE PORTABLE DOCUMENT FORMAT (PDF) and be one integrated PDF file that contains all text, tables, diagrams, photographs, schematic, graphs, and charts. Materials, such as prints, videos, and books, that are essential to the report but cannot be submitted electronically, should be sent to the Contracting Officer at the address listed in Block 16 of the Assistance Agreement Cover Page.

Submittal Form. The report must be accompanied by a completed electronic version of DOE Form 241.3, "U.S. Department of Energy (DOE), Announcement of Scientific and Technical Information (STI)." You can complete, upload, and submit the DOE F.241.3 online via E-Link. You are encouraged not to submit patentable material or protected data in these reports, but if there is such material or data in the report, you must: (1) clearly identify patentable or protected data on each page of the report; (2) identify such material on the cover of the report; and (3) mark the appropriate block in Section K of the DOE F 241.3. Reports must not contain any limited rights data (proprietary data), classified information, information subject to export control classification, or other information not subject to release. Protected data is specific technical data, first produced in the performance of the award that is protected from public release for a period of time by the terms of the award agreement.

Conference Papers/Proceedings

Content. The recipient must submit a copy of any conference papers/proceedings, with the following information: (1) Name of conference; (2) Location of conference; (3) Date of conference; and (4) Conference sponsor.

Electronic Submission. Scientific/technical conference paper/proceedings must be submitted electronically-via the DOE Energy Link System (E-Link) at <http://www.osti.gov/mlink-2413>. Non-scientific/technical conference papers/proceedings must be sent to the URL listed on the Reporting Checklist.

Electronic Format. Conference papers/proceedings must be submitted in the ADOBE PORTABLE DOCUMENT FORMAT (PDF) and be one integrated PDF file that contains all text, tables, diagrams, photographs, schematic, graphs, and charts. If the proceedings cannot be submitted electronically, they should be sent to the DOE Administrator at the address listed in Block 16 of the Assistance Agreement Cover Page.

Submittal Form. Scientific/technical conference papers/proceedings must be accompanied by a completed DOE Form 241.3. The form and instructions are available on E-Link at <http://www.osti.gov/mlink-2413>. This form is not required for non-scientific or non-technical conference papers or proceedings.

Software/Manual

Content. Unless otherwise specified in the award, the following must be delivered: source code, the executable object code and the minimum support documentation needed by a competent user to understand and use the software and to be able to modify the software in subsequent development efforts.

Electronic Submission. Submissions may be submitted electronically-via the DOE Energy Link System (E-Link) at <http://www.osti.gov/estsc/241-4pre.jsp>. They may also be submitted via regular mail to:

Energy Science and Technology Software Center
P.O. Box 1020
Oak Ridge, TN 37831

Submittal Form. Each software deliverable and its manual must be accompanied by a completed DOE Form 241.4 "Announcement of U.S. Department of Energy Computer Software." The form and instructions are available on E-Link at <http://www.osti.gov/estsc/241-4pre.jsp>.

Protected Personally Identifiable Information (PII). Management Reports or Scientific/Technical Reports must not contain any *Protected* PII. PII is any information about an individual which can be used to distinguish or trace an individual's identity. Some information that is considered to be PII is available in public sources such as telephone books, public websites, university listings, etc. This type of information is considered to be Public

PII and includes, for example, first and last name, address, work telephone number, e-mail address, home telephone number, and general educational credentials. In contrast, *Protected PII* is defined as an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts, etc.

C. FINANCIAL REPORTING

Recipients must complete the SF-425 as identified on the Reporting Checklist in accordance with the report instructions. A fillable version of the form is available at http://www.whitehouse.gov/omb/grants/grants_forms.aspx.

D. CLOSEOUT REPORTS

Final Invention and Patent Report

The recipient must provide a DOE Form 2050.11, "PATENT CERTIFICATION." This form is available at <http://www.directives.doe.gov/pdfs/forms/2050-11.pdf> and http://management.energy.gov/business_doe/business_forms.htm

Property Certification

The recipient must provide the Property Certification, including the required inventories of non-exempt property, located at <http://www.management.energy.gov/documents/PropertyCertFINAL.doc>

E. OTHER REPORTING

Annual Indirect Cost Proposal and Reconciliation

Requirement. In accordance with the applicable cost principles, the recipient must submit an annual indirect cost proposal, reconciled to its financial statements, within six months after the close of the fiscal year, unless the award is based on a predetermined or fixed indirect rate(s), or a fixed amount for indirect or facilities and administration (F&A) costs.

Cognizant Agency. The recipient must submit its annual indirect cost proposal directly to the cognizant agency for negotiating and approving indirect costs. If the DOE awarding office is the cognizant agency, submit the annual indirect cost proposal to the URL listed on the Reporting Checklist.

Annual Inventory of Federally Owned Property

Requirement. If at any time during the award the recipient is provided Government-furnished property or acquires property with project funds and the award specifies that the property vests in the Federal Government (i.e. federally owned property), the recipient must submit an annual inventory of this property to

the URL listed on the Reporting Checklist no later than October 30th of each calendar year, to cover an annual reporting period ending on the preceding September 30th.

Content of Inventory. The inventory must include a description of the property, tag number, acquisition date, location of property, and acquisition cost, if purchased with project funds. The report must list all federally owned property, including property located at subcontractor's facilities or other locations.

F. AMERICAN RECOVERY AND REINVESTMENT ACT REPORTING

See Special Award Term entitled Reporting and Registration Requirements under Section 1512 of the Recovery Act. The reports are due no later than ten calendar days after each calendar quarter in which the recipient receives the assistance award funded in whole or in part by the Recovery Act. Additional information on complying with this requirement can be found at Department of Energy - OMB Reporting Help.

Section A - Budget Summary		Estimated Unobligated Funds		New or Revised Budget		
Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. LEAP	81.122			\$83,202	\$83,865	\$167,067
2.						\$0
3.						\$0
4.						\$0
5. Totals		\$0	\$0	\$83,202	\$83,865	\$167,067
Section B - Budget Categories						
6. Object Class Categories	Grant Program, Function or Activity			(4)	Total (5)	
	(1) Federal Share	(2) Non-Federal Share	(3)			
a. Personnel	\$63,300	\$65,400			\$128,700	
b. Fringe Benefits	\$18,465	\$18,465			\$36,930	
c. Travel	\$687				\$687	
d. Equipment					\$0	
e. Supplies					\$0	
f. Contractual					\$0	
g. Construction					\$0	
h. Other (PM Training)	\$750				\$750	
i. Total Direct Charges (sum of 6a-6h)	\$83,202	\$83,865	\$0	\$0	\$167,067	
j. Indirect Charges					\$0	
k. Totals (sum of 6i-6j)	\$83,202	\$83,865	\$0	\$0	\$167,067	
7. Program Income						\$0

Section C - Non-Federal Resources		(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) Totals
8.	Electricity Delivery and Energy Reliability, Research, Development and Analysis		\$81,765		\$2,100	\$83,865
9.						\$0
10.						\$0
11.						\$0
12.	Total (sum of lines 8 - 11)		\$81,765	\$0	\$2,100	\$83,865
Section D - Forecasted Cash Needs						
		Total for 1st Year				4th quarter
13.	Federal	\$55,947	\$13,986	\$14,705	\$13,628	\$13,628
14.	Non-Federal	\$59,510	\$14,878	\$14,878	\$14,877	\$14,877
15.	Total (sum of lines 13 and 14)	\$115,457	\$28,864	\$29,583	\$28,505	\$28,505
Section E - Budget Estimates of Federal Funds Needed for Balance of the Project						
Future Funding Periods (Years)						
	(a) Grant Program	(b) First	(c) Second	(d) Third	(e) Fourth	
16.	Electricity Delivery and Energy Reliability, Research, Development and Analysis					
17.						
18.						
19.						
20.	Total (sum of lines 16-19)			\$0	\$0	\$0
Section F - Other Budget Information						
21.	Direct Charges	\$167,067				
	Indirect Charges					\$0
22.	Remarks					

Instructions for the SF-424A

Public Reporting Burden for this collection of information is estimated to average 3.0 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. Please do not return your completed form to the Office of Management and Budget; send it to the address provided by the sponsoring agency.

General Instructions

This form is designed so that application can be made for funds from one or more grant programs. In preparing the budget, adhere to any existing Federal grantor agency guidelines which prescribe how and whether budgeted amounts should be separately shown for different functions or activities within the program. For some programs, grantor agencies may require budgets to be separately shown by function or activity. For other programs, grantor agencies may require a breakdown by function or activity. Sections A, B, C, and D should include budget estimates for the whole project except when applying for assistance which requires Federal authorization in annual or other funding period increments. In the later case, Sections A, B, C, and D should provide the budget for the first budget period (usually a year) and Section E should present the need for Federal assistance in the subsequent budget periods. All applications should contain a breakdown by the object class categories shown in Lines a-k of Section B.

Section A. Budget Summary Lines 1-4 Columns (a) and (b)

For applications pertaining to a single Federal grant program (Federal Domestic Assistance Catalog number) and not requiring a functional or activity breakdown, enter on Line 1 under Column (a) the catalog program title and the catalog number in Column (b).

For applications pertaining to a single program requiring budget amounts by multiple functions or activities, enter the name of each activity or function on each line in Column (a), and enter the catalog number in Column (b). For applications pertaining to multiple programs where none of the programs require a breakdown by function or activity, enter the catalog program title on each line in Column (a) and the respective catalog number on each line in Column (b).

For applications pertaining to multiple programs where one or more programs require a breakdown by function or activity, prepare a separate sheet for each program requiring the breakdown. Additional sheets should be used when one form does not provide adequate space for all breakdown of data required. However, when more than one sheet is used, the first page should provide the summary totals by programs.

Lines 1-4, Columns (c) through (g)

For new applications, leave Columns (c) and (d) blank. For each line entry in Columns (a) and (b), enter in Columns (e), (f), and (g) the appropriate amounts of funds needed to support the project for the first funding period (usually a year).

For continuing grant program applications, submit these forms before the end of each funding period as required by the grantor agency. Enter in Columns (c) and (d) the estimated amounts of funds which will remain unobligated at the end of the grant funding period only if the Federal grantor agency instructions provide for this. Otherwise, leave these columns blank. Enter in columns (e) and (f) the amounts of funds needed for the upcoming period. The amount(s) in Column (g) should be the sum of amounts in Columns (e) and (f).

For supplemental grants and changes to existing grants, do not use Columns (c) and (d). Enter in Column (e) the amount of the increase or decrease of Federal funds and enter in Column (f) the amount of the increase or decrease of non-Federal funds. In Column (g) enter the new total budgeted amount (Federal and non-Federal) which includes the total previous authorized budgeted amounts plus or minus, as appropriate, the amounts shown in Columns (e) and (f). The amount(s) in Column (g) should not equal the sum of amounts in Columns (e) and (f).

Line 5—Show the totals for all columns used.

Section B. Budget Categories

In the column headings (a) through (4), enter the titles of the same programs, functions, and activities shown on Lines 1-4, Column (a), Section A. When additional sheets are prepared for Section A, provide similar column headings on each sheet. For each program, function or activity, fill in the total requirements for funds (both Federal and non-Federal) by object class categories.

Lines 6a-i—Show the totals of Lines 6a to 6h in each column.

Line 6j—Show the amount of indirect cost.

Line 6k—Enter the total of amounts on Lines 6i and 6j. For all applications for new grants and continuation grants the total amount in column (5), Line 6k, should be the same as the total amount shown in Section A, Column (g), Line 5. For supplemental grants and changes to grants, the total amount of the increase or decrease as shown in Columns (1)-(4), Line 6k should be the same as the sum of the amounts in Section A, Columns (e) and (f) on Line 5.

Line 7—Enter the estimated amount of income, if any, expected to be generated from this project. Do not add or subtract this amount from the total project amount. Show under the program narrative statement the nature and source of income. The estimated amount of program income may be considered by the federal grantor agency in determining the total amount of the grant.

Section C. Non-Federal Resources

Lines 8-11—Enter amounts of non-Federal resources that will be used on the grant. If in-kind contributions are included, provide a brief explanation on a separate sheet.

Column (a)—Enter the program titles identical to Column (a), Section A. A breakdown by function or activity is not necessary.

Column (b)—Enter the contribution to be made by the applicant.

Column (c)—Enter the amount of the State's cash and in-kind contribution if the applicant is not a State or State agency. Applicants which are a State or State agencies should leave this column blank.

Column (d)—Enter the amount of cash and in-kind contributions to be made from all other sources.

Column (e)—Enter totals of Columns (b), (c), and (d).

Line 12—Enter the total for each of Columns (b)-(e). The amount in Column (e) should be equal to the amount on Line 5, Column (f) Section A.

Section D. Forecasted Cash Needs

Line 13—Enter the amount of cash needed by quarter from the grantor agency during the first year.

Line 14—Enter the amount of cash from all other sources needed by quarter during the first year.

Line 15—Enter the totals of amounts on Lines 13 and 14:

Section E. Budget Estimates of Federal Funds Needed for Balance of the Project

Lines 16-19—Enter in Column (a) the same grant program titles shown in Column

(a), Section A. A breakdown by function or activity is not necessary. For new applications and continuation grant applications, enter in the proper columns amounts of Federal funds which will be needed to complete the program or project over the succeeding funding periods (usually in years). This section need not be completed for revisions (amendments, changes, or supplements) to funds for the current year of existing grants.

If more than four lines are needed to list the program titles, submit additional schedules as necessary.

Line 20—Enter the total for each of the Columns (b)-(e). When additional schedules are prepared for this Section, annotate accordingly and show the overall totals on this line.

Section F. Other Budget Information

Line 21—Use this space to explain amounts for individual direct object-class cost categories that may appear to be out of the ordinary or to explain the details as required by the Federal grantor agency.

Line 22—Enter the type of indirect rate (provisional, predetermined, final or fixed) that will be in effect during the funding period, the estimated amount of the base to which the rate is applied, and the total indirect expense.

Line 23—Provide any other explanations or comments deemed necessary.

AGENDA ITEM SUMMARY

DATE: 5/10/10 DEPARTMENT: PW DEPT. HEAD SIGNATURE: [Signature]

SUBJECT: Update for the Renewable Energy Enterprise Zone (REEZ) Grant

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The REEZ grant requires a monthly report be submitted (see attached). There is also a requirement for a Steering Committee that we are proposing be the council. The task for the Steering Committee is to provide any feedback to the project team.

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

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Date _____

Report is for the Council's information - Feedback may be given as a body or individually to Grant Team -

City Clerk _____ *Tom H, Tracy A, Heather D*

FOLLOW-UP:

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

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

Draft 12-30-03

Resource Recovery Center Feasibility Study Contract No. CON0094

Monthly Performance Report for April 1 – 25, 2010

Project Description

The study will assess the viability of developing a Resource Recovery Center (RRC) within the community. The concept of the RRC is to receive and process sewage treatment plant sludge, septage from onsite septic systems within Blaine County, grease from restaurants and a wide variety of other potential biosolids wastes including agriculture animal waste, food waste from restaurants, grocery stores and homes. The waste material will be used as feedstock with a technology known as a Vertical-Shaft Biological Reactor (VBR). The VBR is an activated sludge technology that creates heat and treated water suitable for non-potable reuse and pathogen free, Class A biosolids.

The focus of the study is to demonstrate the technological and economic potential for capturing the heat generated by the biological processes of the VBR for purposes of heating nearby buildings. The study will further examine the potential for the RRC to be the heart of a larger development serving the broader purposes of education, local food production and a hands-on sustainable technology showcase.

ARRA Funds Expended and Amount Billed

ARRA Funds Expended	=	\$1,170.00
ARRA Funds Billed	=	0.00
In-Kind / Hailey	=	331.53

Total Number of Hours Worked on the Project

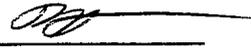
Hailey	=	8.4
Whole Water	=	13.0
Total	=	21.4

Project Status

1. Held project kick-off meeting on April 8.
2. Negotiated and finalized contract with Whole Water.
3. Set up project in Hailey's project management system and on 5pm, a web-based project management tool that allows Hailey and Whole Water to manage project communications and documents with ease.
4. Initiated Task 1, Site Analysis. Task in progress with project completion by end of May.



AGENDA ITEM SUMMARY

DATE: 5/10/10 DEPARTMENT: PW DEPT. HEAD SIGNATURE: 

SUBJECT: Motion to declare trailer on 731 River St N as surplus property and authorize the mayor to sign the General Release form for removal of the trailer.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

This city property requires a cleaning of material that city personnel do not have the time to accomplish in the immediate future. Removal of this trailer will be of benefit to the city in making this property clean for the proposed housing project with BCHA.

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

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

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

Draft 12-30-03

GENERAL RELEASE

1. This is a General Release ("Release") given this 10th day of May, 2010, by and between Robert Colvin ("Releasor") and the City of Hailey ("Hailey").

2. Hailey owns real property located at 731 North River Street, Hailey, Idaho ("River Street Property"), and a trailer is located on the River Street Property. Hailey does not believe the trailer has any value to the city and in exchange for the removal of the trailer, Hailey is willing to transfer the trailer to Releasor, subject to the terms and conditions of this Release.

3. This Release, as to the subjects to which it applies, constitutes a general release as to such subjects and the parties.

4. This Release shall inure to the benefit of and be binding upon the parties hereto and their successors, assigns and agents.

5. In exchange of the trailer and other good and valuable consideration, Releasor agrees to indemnify and hold Hailey harmless, and release and forever discharge Hailey, its legal representatives, agents, assigns and insurers, none of whom admit any liability, from any and all claims, demands, damages, attorney fees, costs, actions, causes of action or lawsuits of any kind or nature whatsoever, known or unknown, which each has had or may have, or may in the future discover, relating to each and every aspect of the condition of the trailer (e.g., lack of structural integrity, lack of title or asbestos) and the removal of the trailer, or any matters connected thereto, no matter how remotely.

6. Releasor shall remove the trailer and all trailer parts on or before the 23rd day of May, 2010, without any damage to the River Street Property or to the adjacent right-of-way improvements, such as the curb, gutter and sidewalk.

7. This Release by the parties shall not constitute any admission on their part as to any liability or responsibility, or any admission concerning the same, as to any of the subjects of this Release.

8. The parties hereby declare that the terms of this Release have been completely read and are fully understood and voluntarily accepted and that they had independent legal advice in this matter or elected to proceed herewith without the same, and that they enter into this Release without any coercion, threats or duress.

9. This document may be signed in multiple originals, and all such signed documents shall constitute one and the same document. Facsimile signatures shall be as valid as original signatures. This document shall be interpreted under the laws of the State of Idaho.

"Releasor"

Robert Colvin

"HAILEY"

By _____
Richard L. Davis, Mayor

Attest:

Mary Cone, Clerk