

AGENDA ITEM SUMMARY

DATE: 9/14/09 **DEPARTMENT:** Police/Admin **DEPT. HEAD SIGNATURE:** HD / D.Stellers

SUBJECT: Motion to accept Grant award of \$15,238 and to approve Grant Agreement for Recovery Act Edward Byrne Memorial Justice Grant Program to fund purchase of law enforcement 700 Mhz radios.

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

Federal Department of Justice, Bureau of Justice Assistance
Federal Civil Rights Act

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The Hailey Police Department applied last spring for a grant to purchase radios that would operate on a 700 megahertz frequency. Each of these radios costs \$2500, and the grant amount awarded will fund the purchase of 6 radios. Correspondingly, the Blaine County Sheriff's office applied for grants for a large volume of radios. Their application proposes to acquire grants for several agencies, including another 6 for Hailey. The Hailey Police Department needs 13 radios to interface fully with other law enforcement agencies.

Hailey's grant has been fully awarded. Acceptance of the grant agreement will require adherence to the attached grant agreement and components of the federal Civil Rights Act. Hailey will incur some costs outside the grant, including the purchase of at least one radio without grant funds, and potentially some shared costs with Blaine County on maintenance of the communications system.

Clear written agreements should be adopted by the Hailey City Council before Hailey commits to any future communication system maintenance costs.

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:

Move to accept Grant award of \$15,238 and to approve Grant Agreement for Recovery Act Edward Byrne Memorial Justice Grant Program to fund purchase of law enforcement 700 Mhz radios.

FOLLOW-UP REMARKS:

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Department of Justice
Office of Justice Programs

Bureau of Justice Assistance

Office of Justice Programs

Washington, D.C. 20531

September 2, 2009

The Honorable Richard Davis
City of Hailey
115 Main Street, Suite H
Hailey, ID 83333

Dear Mayor Davis:

On behalf of Attorney General Eric Holder, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 09 Recovery Act Edward Byrne Memorial Justice Assistance Grant Program Local Solicitation in the amount of \$15,238 for City of Hailey.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Jennifer Lugue, Program Manager at (202) 305-8064; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

James H. Burch II
Acting Director

Enclosures



Department of Justice
Office of Justice Programs
Office for Civil Rights

Washington, D.C. 20531

September 2, 2009

The Honorable Richard Davis
City of Hailey
115 Main Street, Suite H
Hailey, ID 83333

Dear Mayor Davis:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of Federal funding to compliance with Federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice is responsible for ensuring that recipients of financial aid from OJP, its component offices and bureaus, the Office on Violence Against Women (OVW), and the Office of Community Oriented Policing Services (COPS) comply with applicable Federal civil rights statutes and regulations. We at OCR are available to help you and your organization meet the civil rights requirements that come with Justice Department funding.

Ensuring Access to Federally Assisted Programs

As you know, Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in respect to employment practices but also in the delivery of services or benefits. Federal law also prohibits funded programs or activities from discriminating on the basis of age in the delivery of services or benefits.

Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of Federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website at <http://www.lep.gov>.

Ensuring Equal Treatment for Faith-Based Organizations

The Department of Justice has published a regulation specifically pertaining to the funding of faith-based organizations. In general, the regulation, Participation in Justice Department Programs by Religious Organizations; Providing for Equal Treatment of all Justice Department Program Participants, and known as the Equal Treatment Regulation 28 C.F.R. part 38, requires State Administering Agencies to treat these organizations the same as any other applicant or recipient. The regulation prohibits State Administering Agencies from making award or grant administration decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the Department of Justice to fund inherently religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must be held separately from the Department of Justice funded program, and customers or beneficiaries cannot be compelled to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see OCR's website at <http://www.ojp.usdoj.gov/ocr/etfbo.htm>.

State Administering Agencies and faith-based organizations should also note that the Safe Streets Act, as amended; the Victims of Crime Act, as amended; and the Juvenile Justice and Delinquency Prevention Act, as amended, contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the Justice Department has concluded that the Religious Freedom Restoration Act (RFRA) is reasonably construed, on a case-by-case basis, to require that its funding agencies permit faith-based organizations applying for funding under the applicable program statutes both to receive DOJ funds and to continue considering religion when hiring staff, even if the statute that authorizes the funding program generally forbids considering of religion in employment decisions by grantees.

Questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment may be directed to this Office.

Enforcing Civil Rights Laws

All recipients of Federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to the prohibitions against unlawful discrimination. Accordingly, OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal employment opportunity standards.

Complying with the Safe Streets Act or Program Requirements

In addition to these general prohibitions, an organization which is a recipient of financial assistance subject to the nondiscrimination provisions of the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, 42 U.S.C. § 3789d(c), or other Federal grant program requirements, must meet two additional requirements: (1) complying with Federal regulations pertaining to the development of an Equal Employment Opportunity Plan (EEOP), 28 C.F.R. § 42.301-.308, and (2) submitting to OCR Findings of Discrimination (see 28 C.F.R. §§ 42.205(5) or 31.202(5)).

1) Meeting the EEOP Requirement

In accordance with Federal regulations, Assurance No. 6 in the Standard Assurances, COPS Assurance No. 8.B, or certain Federal grant program requirements, your organization must comply with the following EEOP reporting requirements:

If your organization has received an award for \$500,000 or more and has 50 or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare an EEOP and submit it to OCR for review **within 60 days from the date of this letter**. For assistance in developing an EEOP, please consult OCR's website at <http://www.ojp.usdoj.gov/ocr/eeop.htm>. You may also request technical assistance from an EEOP specialist at OCR by dialing (202) 616-3208.

If your organization received an award between \$25,000 and \$500,000 and has 50 or more employees, your organization still has to prepare an EEOP, but it does not have to submit the EEOP to OCR for review. Instead, your organization has to maintain the EEOP on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to OCR. The Certification Form can be found at <http://www.ojp.usdoj.gov/ocr/eeop.htm>.

If your organization received an award for less than \$25,000; or if your organization has less than 50 employees, regardless of the amount of the award; or if your organization is a medical institution, educational institution, nonprofit organization or Indian tribe, then your organization is exempt from the EEOP requirement. However, your organization must complete Section A of the Certification Form and return it to OCR. The Certification Form can be found at <http://www.ojp.usdoj.gov/ocr/eeop.htm>.

2) Submitting Findings of Discrimination

In the event a Federal or State court or Federal or State administrative agency makes an adverse finding of discrimination against your organization after a due process hearing, on the ground of race, color, religion, national origin, or sex, your organization must submit a copy of the finding to OCR for review.

Ensuring the Compliance of Subrecipients

If your organization makes subawards to other agencies, you are responsible for assuring that subrecipients also comply with all of the applicable Federal civil rights laws, including the requirements pertaining to developing and submitting an EEOP, reporting Findings of Discrimination, and providing language services to LEP persons. State agencies that make subawards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of subrecipients.

If we can assist you in any way in fulfilling your civil rights responsibilities as a recipient of Federal funding, please call OCR at (202) 307-0690 or visit our website at <http://www.ojp.usdoj.gov/ocr/>.

Sincerely,



Michael L. Alston
Director

cc: Grant Manager
Financial Analyst



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Grant

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1. RECIPIENT NAME AND ADDRESS (Including Zip Code) City of Hailey 115 Main Street, Suite H Hailey, ID 83333		4. AWARD NUMBER: 2009-SB-B9-3156	
		5. PROJECT PERIOD: FROM 03/01/2009 TO 02/28/2013 BUDGET PERIOD: FROM 03/01/2009 TO 02/28/2013	
		6. AWARD DATE 09/02/2009	7. ACTION Initial
1A. GRANTEE IRS/VENDOR NO. 826000240		8. SUPPLEMENT NUMBER 00	
		9. PREVIOUS AWARD AMOUNT \$ 0	
3. PROJECT TITLE FY 2009 Recovery Act Justice Assistance Grant Program		10. AMOUNT OF THIS AWARD \$ 15,238	
		11. TOTAL AWARD \$ 15,238	
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).			
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY09 Recovery Act (BJA-Byrne JAG) Pub. L. No. 111-5, 42 USC 3750-3758			
15. METHOD OF PAYMENT PAPRS			
AGENCY APPROVAL		GRANTEE ACCEPTANCE	
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL James H. Burch II Acting Director		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Richard Davis Mayor	
17. SIGNATURE OF APPROVING OFFICIAL 		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL	19A. DATE
AGENCY USE ONLY			
20. ACCOUNTING CLASSIFICATION CODES FISCAL FUND BUD. DIV. YEAR CODE ACT. OFC. REG. SUB. POMS AMOUNT 9 B SB 80 00 00 15238		21. ISBUGT4642	

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

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PROJECT NUMBER 2009-SB-B9-3156

AWARD DATE 09/02/2009

SPECIAL CONDITIONS

1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
2. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.
3. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 audits (and any other audits of OJP grant funds) are not satisfactorily and promptly addressed, as further described in the current edition of the OJP Financial Guide, Chapter 19.
4. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.
5. The recipient must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by -

mail:

Office of the Inspector General
U.S. Department of Justice
Investigations Division
950 Pennsylvania Avenue, N.W.
Room 4706
Washington, DC 20530

e-mail: oig.hotline@usdoj.gov

hotline: (contact information in English and Spanish): (800) 869-4499

or hotline fax: (202) 616-9881

Additional information is available from the DOJ OIG website at www.usdoj.gov/oig.

6. **RECOVERY ACT – Conflict with Other Standard Terms and Conditions**
The recipient understands and agrees that all other terms and conditions contained in this award, or in applicable OJP grant policy statements or guidance, apply unless they conflict or are superseded by the terms and conditions included here that specifically implement the American Recovery and Reinvestment Act of 2009, Public Law 111-5 (“ARRA” or “Recovery Act”) requirements. Recipients are responsible for contacting their grant managers for any needed clarifications.



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

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SPECIAL CONDITIONS

7. The grantee agrees to assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these grant funds, either directly by the grantee or by a subgrantee. Accordingly, the grantee agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the grant, the grantee agrees to contact BJA.

The grantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the grantee, a subgrantee, or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The grantee understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The grantee further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at [website], for programs relating to methamphetamine laboratory operations.

Application of This Special Condition to Grantee's Existing Programs or Activities: For any of the grantee's or its subgrantees' existing programs or activities that will be funded by these grant funds, the grantee, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

8. To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdiction, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the grantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.
9. The grantee agrees to comply with all reporting, data collection and evaluation requirements, as prescribed by law and detailed by the BJA in program guidance for the Justice Assistance Grant (JAG) Program. Compliance with these requirements will be monitored by BJA.
10. The recipient agrees that any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 42 U.S.C. 3789g(c)-(d). Recipient may not satisfy such a fine with federal funds.



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Office of Justice Programs
Bureau of Justice Assistance

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SPECIAL CONDITIONS

11. The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm.
12. The recipient agrees to ensure that the State Information Technology Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditure period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the recipient agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to <http://www.it.ojp.gov/default.aspx?area=policyAndPractice&page=1046>.
13. The recipient agrees that funds received under this award will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement activities.
14. **RECOVERY ACT - JAG - Trust Fund**
The recipient is required to establish a trust fund account. (The trust fund may or may not be an interest-bearing account.) The fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of either the Edward Byrne Memorial Justice Assistance Grant Program (JAG) or Recovery JAG Program. The recipient also agrees to obligate and expend the grant funds in the trust fund (including any interest earned) during the period of the grant. Grant funds (including any interest earned) not expended by the end of the grant period must be returned to the Bureau of Justice Assistance no later than 90 days after the end of the grant period, along with the final submission of the Financial Status Report (SF-269).
15. **RECOVERY ACT - Access to Records; Interviews**
The recipient understands and agrees that DOJ (including OJP and the Office of the Inspector General (OIG)), and its representatives, and the Government Accountability Office (GAO), shall have access to and the right to examine all records (including, but not limited to, books, papers, and documents) related to this Recovery Act award, including such records of any subrecipient, contractor, or subcontractor.

The recipient also understands and agrees that DOJ and the GAO are authorized to interview any officer or employee of the recipient (or of any subrecipient, contractor, or subcontractor) regarding transactions related to this Recovery Act award.
16. **RECOVERY ACT - One-time funding**
The recipient understands and agrees that awards under the Recovery Act will be one-time awards and accordingly that its proposed project activities and deliverables are to be accomplished without additional DOJ funding.



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Office of Justice Programs
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17. RECOVERY ACT – Separate Tracking and Reporting of Recovery Act Funds and Outcomes

The recipient agrees to track, account for, and report on all funds from this Recovery Act award (including specific outcomes and benefits attributable to Recovery Act funds) separately from all other funds, including DOJ award funds from non-Recovery Act awards awarded for the same or similar purposes or programs. (Recovery Act funds may be used in conjunction with other funding as necessary to complete projects, but tracking and reporting of Recovery Act funds must be separate.)

Accordingly, the accounting systems of the recipient and all subrecipients must ensure that funds from this Recovery Act award are not commingled with funds from any other source.

The recipient further agrees that all personnel (including subrecipient personnel) whose activities are to be charged to the award will maintain timesheets to document hours worked for activities related to this award and non-award-related activities.

18. RECOVERY ACT – Subawards – Monitoring

The recipient agrees to monitor subawards under this Recovery Act award in accordance with all applicable statutes, regulations, OMB circulars, and guidelines, including the OJP Financial Guide, and to include the applicable conditions of this award in any subaward. The recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of Recovery Act funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

19. RECOVERY ACT – Subawards – DUNS and CCR for Reporting

The recipient agrees to work with its first-tier subrecipients (if any) to ensure that, no later than the due date of the recipient's first quarterly report after a subaward is made, the subrecipient has a valid DUNS profile and has an active registration with the Central Contractor Registration (CCR) database.

20. RECOVERY ACT - Quarterly Financial Reports

The recipient agrees to submit quarterly financial status reports to OJP. At present, these reports are to be submitted on-line (at <https://grants.ojp.usdoj.gov>) using Standard Form SF 269A, not later than 45 days after the end of each calendar quarter. The recipient understands that after October 15, 2009, OJP will discontinue its use of the SF 269A, and will require award recipients to submit quarterly financial status reports within 30 days after the end of each calendar quarter, using the government-wide Standard Form 425 Federal Financial Report form (available for viewing at www.whitehouse.gov/omb/grants/standard_forms/ffr.pdf). Beginning with the report for the fourth calendar quarter of 2009 (and continuing thereafter), the recipient agrees that it will submit quarterly financial status reports to OJP on-line (at <https://grants.ojp.usdoj.gov>) using the SF 425 Federal Financial Report form, not later than 30 days after the end of each calendar quarter. The final report shall be submitted not later than 90 days following the end of the grant period.



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21. RECOVERY ACT – Recovery Act Transactions Listed in Schedule of Expenditures of Federal Awards and Recipient Responsibilities for Informing Subrecipients
- (a) The recipient agrees to maintain records that identify adequately the source and application of Recovery Act funds, to maximize the transparency and accountability of funds authorized under the Recovery Act as required by the Act and in accordance with 2 CFR 215.21, “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations” and OMB A-102 Common Rules provisions (relating to Grants and Cooperative Agreements with State and Local Governments).
- (b) The recipient agrees 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. This condition only applies if the recipient is covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, “Audits of States, Local Governments, and Non-Profit Organizations.” 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) The recipient agrees to separately identify to each subrecipient the Federal award number, CFDA number, and amount of Recovery Act funds, and to document this identification both at the time of subaward and at the time of disbursement of 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) The recipient agrees to require its subrecipients to specifically identify Recovery Act funding on their SEFA information, similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor subrecipient expenditure of Recovery Act funds as well as facilitate oversight by the Federal awarding agencies, the DOJ OIG, and the GAO.
22. RECOVERY ACT – 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 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 (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 (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 www.FederalReporting.gov and ensure that any information that is pre-filled is corrected or updated as needed.



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23. RECOVERY ACT – Provisions of Section 1512(c)

The recipient understands that section 1512(c) of the Recovery Act provides as follows:

Recipient Reports- Not later than 10 days after the end of each calendar quarter, each recipient that received recovery funds from a Federal agency shall submit a report to that agency that contains--

- (1) the total amount of recovery funds received from that agency;
- (2) the amount of recovery funds received that were expended or obligated to projects or activities; and
- (3) a detailed list of all projects or activities for which recovery funds were expended or obligated, including--
 - (A) the name of the project or activity;
 - (B) a description of the project or activity;
 - (C) an evaluation of the completion status of the project or activity;
 - (D) an estimate of the number of jobs created and the number of jobs retained by the project or activity; and
 - (E) for infrastructure investments made by state and local governments, the purpose, total cost, and rationale of the agency for funding the infrastructure investment with funds made available under this Act, and name of the person to contact at the agency if there are concerns with the infrastructure investment.
- (4) Detailed information on any subcontracts or subgrants awarded by the recipient to include the data elements required to comply with the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), allowing aggregate reporting on awards below \$25,000 or to individuals, as prescribed by the Director of the Office of Management and Budget.

24. RECOVERY ACT – Protecting State and Local Government and Contractor Whistleblowers (Recovery Act, section 1553)

The recipient recognizes that the Recovery Act provides certain protections against reprisals for employees of non-Federal employers who disclose information reasonably believed to be evidence of gross management, gross waste, substantial and specific danger to public health or safety, abuse of authority, or violations of law related to contracts or grants using Recovery Act funds. For additional information, refer to section 1553 of the Recovery Act. The text of Recovery Act is available at www.ojp.usdoj.gov/recovery.

25. RECOVERY ACT – Limit on Funds (Recovery Act, section 1604)

The recipient agrees that none of the funds under this award may be used by any State or local government, or any private entity, for construction costs or any other support of any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

26. RECOVERY ACT – Infrastructure Investment (Recovery Act, sections 1511 and 1602)

The recipient agrees that it may not use any funds made available under this Recovery Act award for infrastructure investment absent submission of a satisfactory certification under section 1511 of the Recovery Act. Should the recipient decide to use funds for infrastructure investment subsequent to award, the recipient must submit appropriate certifications under section 1511 of the Recovery Act and receive prior approval from OJP. In seeking such approval, the recipient shall give preference to activities that can be started and completed expeditiously, and shall use award funds in a manner that maximizes job creation and economic benefits. The text of the Recovery Act (including sections 1511 and 1602) is available at www.ojp.usdoj.gov/recovery.



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SPECIAL CONDITIONS

27. RECOVERY ACT – Buy American Notification (Recovery Act, section 1605)

The recipient understands that this award is subject to the provisions of section 1605 of the Recovery Act (“Buy American”). No award funds may be used for iron, steel, or manufactured goods for a project for the construction, alteration, maintenance, or repair of a public building or public work, unless the recipient provides advance written notification to the OJP program office, and a Grant Adjustment Notice is issued that modifies this special condition to add government-wide standard conditions (anticipated to be published in subpart B of 2 C.F.R. part 176) that further implement the specific requirements or exceptions of section 1605.

Section 1605 of the Recovery Act prohibits use of any Recovery Act funds for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States, subject to certain exceptions, including United States obligations under international agreements.

For purposes of this special condition, the following definitions apply:

“Public building” and “public work” means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

“Manufactured good” means a good brought to the construction site for incorporation into the building or work that has been--

- (1) Processed into a specific form and shape; or
- (2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

“Steel” means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

For purposes of OJP grants, projects involving construction, alteration, maintenance, or repair of jails, detention facilities, prisons, public crime victims’ shelters, police facilities, or other similar projects will likely trigger this provision.

NOTE: The recipient is encouraged to contact the OJP program manager – in advance – with any questions concerning this condition, including its applicability to particular circumstances.



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

AWARD CONTINUATION
SHEET
Grant

PAGE 9 OF 9

PROJECT NUMBER 2009-SB-B9-3156

AWARD DATE 09/02/2009

SPECIAL CONDITIONS

28. **RECOVERY ACT – Wage Rate Requirements under Section 1606 of the Recovery Act**
(a) Section 1606 of the Recovery Act requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code.
- Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the Department of Labor has issued regulations at 29 CFR Parts 1, 3, and 5 to implement the Davis-Bacon and related Acts. Regulations in 29 CFR 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses set forth in that section. The standard Davis-Bacon contract clauses found in 29 CFR 5.5(a) are to be incorporated in any covered contracts made under this award that are in excess of \$2,000 for construction, alteration or repair (including painting and decorating).
- (b) For additional guidance on the wage rate requirements of section 1606, contact your awarding agency. Recipients of grants, cooperative agreements and loans should direct their initial inquiries concerning the application of Davis-Bacon requirements to a particular federally assisted project to the Federal agency funding the project. The Secretary of Labor retains final coverage authority under Reorganization Plan Number 14.
29. **RECOVERY ACT – NEPA and Related Laws**
The recipient understands that all OJP awards are subject to the National Environmental Policy Act (NEPA, 42 U.S.C. section 4321 et seq.) and other related Federal laws (including the National Historic Preservation Act), if applicable. The recipient agrees to assist OJP in carrying out its responsibilities under NEPA and related laws, if the recipient plans to use Recovery Act funds (directly or through subaward or contract) to undertake any activity that triggers these requirements, such as renovation or construction. (See 28 C.F.R. Part 61, App. D.) The recipient also agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award.
30. **RECOVERY ACT – Misuse of award funds**
The recipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.
31. **RECOVERY ACT – Additional Requirements and Guidance**
The recipient agrees to comply with any modifications or additional requirements that may be imposed by law and future OJP (including government-wide) guidance and clarifications of Recovery Act requirements.
32. **RECOVERY ACT - JAG - Delinquent section 1512(c) reports**
The recipient acknowledges that it has certified that it will comply with all reporting requirements under section 1512(c) of the Recovery Act. (An online reporting mechanism is anticipated to be available for award recipient use by October 10, 2009.) Further to this certification, a failure to comply with the section 1512(c) reporting requirements may, in addition to other penalties, subject the recipient to the following:
(1) After failure to report section 1512(c) data for two consecutive reporting periods, the recipient may be— (a) precluded from drawing down funds under any OJP award, and/or (b) deemed ineligible for future discretionary OJP awards, until such time as the recipient becomes current in its section 1512(c) reporting obligations; and
(2) After failure to report section 1512(c) data for three consecutive reporting periods, the recipient, upon written demand of the Director of BJA, shall return to OJP any unexpended award funds (including any unexpended interest earned on award funds) within 15 calendar days of the date of the demand notice. Thereafter, the recipient's award shall be converted to a cost-reimbursable grant until such time as the recipient becomes current in its section 1512(c) reporting obligations, and remains current for not less than two additional consecutive reporting periods.



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Maria A. Berry, NEPA Coordinator

Subject: Incorporates NEPA Compliance in Further Developmental Stages for City of Hailey

The Recovery Act emphasizes the importance of compliance with the National Environmental Policy Act (NEPA) in the use of public funds. The Recovery Act - Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements,

please see <http://www.ojp.usdoj.gov/BJA/resource/nepa.html>.

Please be sure to carefully review the grant conditions on your award document, as it may contain more specific information about environmental compliance.

AGENDA ITEM SUMMARY/

DATE: 9/14/09 DEPARTMENT: PW DEPT. HEAD SIGNATURE: 

SUBJECT: Motion to ratify the Mayor signing an agreement with Benchmark & Assoc. for a new aerial photograph for GIS use choosing Option 2.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Benchmark & Assoc has set up an aerial mapping photo flight. It's been 5 years since this was last done and it would pay to have an updated photo. Buildings such as Old Town Mercantile, The Village and Meriwether Bldg weren't done yet as well as the annexing of Cutters and the Woodside Elementary school properties. This photo is used primarily with our GIS program where we have the property lines, owner information and infrastructure locations. It would also be useful for items such as an aerial map of appropriate shelters, truck routes, sign locations, floodplain maps for citizens, etc.

While internet programs such as Google have the satellite photos and similar features we would not be able to add their photos to our GIS program and we will have a much better clarity with this application. The cost of \$8,200 would be spread between PW departments and P&Z.

At the advice of the City Attorney I am discussing the removal of paragraph 5 from the general conditions with Benchmark & Assoc.

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

BENCHMARK ASSOCIATES, P.A.
PROFESSIONAL SERVICES AGREEMENT

Project Number: 09825

Project Manager: SWS

PARTIES

This Agreement is made this 28th day of August 2009, between

City of Hailey

Wastewater Dept

Roger/Parker

Wastewater/Superintendent

Phone: 208-578-2211

E-mail: roger.parker@haileycityhall.org

Benchmark Associates, P.A.

PO Box 733

Ketchum, Idaho 83340

ext.10 Phone: 788-1479

FAX: 788-1044

hereinafter called "Client"

Hereinafter called "Consultant"

PROJECT

Client engages Consultant to provide services for aerial mapping of the City of Hailey

SCOPE OF SERVICES

Consultant agrees to perform services as follows:

Provide the following:

1. Set and control necessary Aerial Flight Panels to control the photography
2. Contract to Aerial Flight Company to obtain photography
3. Reduce Data and provide X,Y,Z coordinates for panel locations to flight company
4. Deliver a DVD of the orthophotography with a World File.

Orthophotography will be for the area outlined on the attached exhibit map.

OPTION #1 - 1"=200' color orthophoto with 1 foot pixel size Fixed Fee= \$5100

OPTION #2 - 1"=100' color orthophoto with 1 foot pixel size Fixed Fee= \$8200

NOTE- Prices are only good if Benchmark is notified to proceed by 5 P.M. on August 31st, 2009. After that, add \$1200 to the above costs. -Benchmark Associates reserves the right to use and distribute the obtained orthophoto during their normal course of business.

Client agrees to compensate Consultant for all services on a *fixed fee*. Based on the scope of services above our fee for Option 1 is \$5100 and Option 2 is \$8200. This estimate **does not** include application fees, title report fees, plat check fees, recording fees or other reimbursable expenses.

Client and Consultant acknowledge that each has read and agrees to the General Conditions printed on pages 2 and 3 of this document which are incorporated herein and made a part of this Agreement and apply to all services performed by Consultant regardless of whether such services are included in the Scope of Services above.

Client: City of Hailey/Rick Davis Consultant: BENCHMARK ASSOCIATES, P. A.

By: Rick Davis By:

Title: Mayor Title: Land Surveyor

Date: 9/1/09 Date: 8-28-09

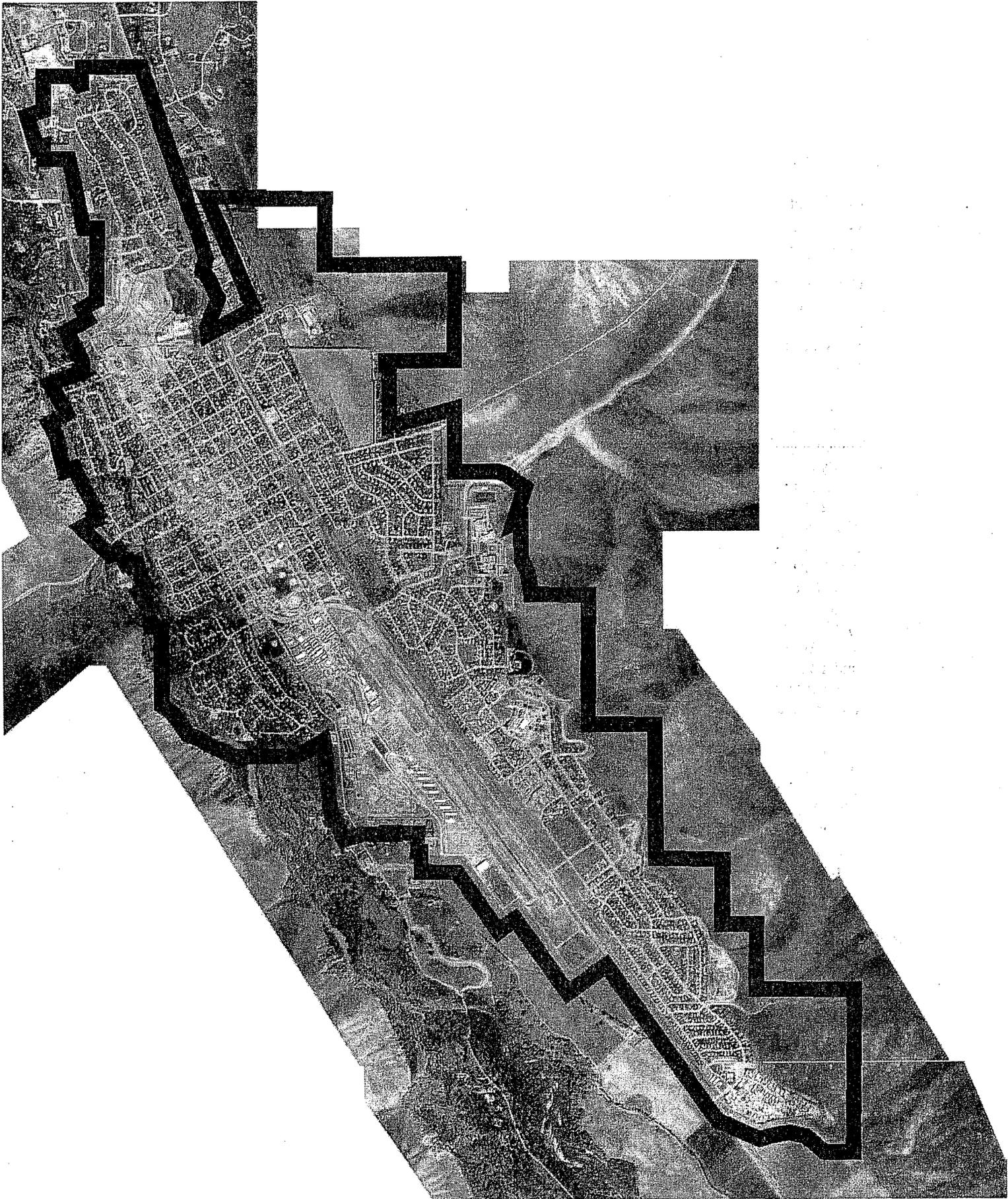
GENERAL CONDITIONS

1. Consultant shall invoice Client periodically for the services performed under the Agreement. Client shall pay such invoices upon receipt. Invoices not paid within thirty (30) days of the invoice date shall be subject to a late payment charge of 1.5 per cent per month. The invoice amounts shall be presumed to be correct unless Client notifies Consultant otherwise in writing within fourteen (14) days of receipt of the invoice.
2. If Client fails to pay an invoice when due, Consultant may suspend all services until such invoice is paid in full. If payment in full is not made within sixty (60) days of the invoice date, Consultant may treat such nonpayment as a material breach of this Agreement by the Client and may terminate this Agreement or pursue other available remedies.
3. Consultant shall perform its services in a manner consistent with the standard of care and skill ordinarily exercised by members of the profession practicing under similar conditions in the geographic vicinity and at the time the services are performed. No warranty, representation or guarantee, expressed or implied, is made or intended by the Agreement.
4. Consultant shall sign certifications only if Consultant approves the form of such certification prior to the commencement of services, and provided such certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied.
5. Services provided under this Agreement, including all reports, information or recommendations prepared or issued by Consultant, are for the exclusive use of the Client for the Project specified. No other use is authorized. Client will not distribute or convey Consultant's reports or recommendations to any person or organization other than those identified in the Project description without Consultant's written authorization. Client releases Consultant from liability and agrees to defend, indemnify, protect and hold harmless Consultant from any and all claims, liabilities, damages or expenses arising, in whole or in part, from such unauthorized distribution.
6. Consultant's reports, maps, field data, drawings, test results and other similar documents are instruments of professional service, not products. Consultant reserves the right to copyright such documents; however, such copyright is not intended to limit the Client's use of the services provided under this Agreement other than as described in paragraph 5.
7. Client will make available to Consultant all information known to client regarding existing conditions, including the existence of hazardous or dangerous materials, and proposed uses of the Project site. Client will transmit immediately to Consultant any new information that becomes available or any change in plans. Client releases Consultant from liability for any incorrect advice, judgment or decision based on any inaccurate information furnished by Client or others. Client agrees to defend, indemnify, protect and hold harmless Consultant from any and all claims, liabilities, damages or expenses arising, in whole or in part, from such inaccurate information.
8. Client shall secure the permission necessary to allow Consultant's personnel and equipment access to the Project site at no cost to Consultant.
9. Consultant is not responsible for the completion or quality of work that is dependent upon or performed by the Client or third parties not under the direct control of Consultant, nor is Consultant responsible for any third party or client acts or omissions or for any damages resulting there from.
10. Neither Client nor any other person may change or modify Consultant's work product without Consultant's written authorization. Client releases Consultant from liability and agrees to defend, indemnify, protect and hold harmless Consultant from any and all claims, liabilities, damages or expenses arising, in whole or in part, from such unauthorized changes or modifications.
11. Client waives any claim against Consultant and agrees to defend, indemnify, protect and hold harmless Consultant from any and all claims, liabilities, damages or expenses, including but not limited to delay of the Project, reduction of property value, fear of or actual exposure to or release of toxic or hazardous substances, and any consequential damages of whatever nature, which may arise directly or indirectly as a result of the services provided by Consultant under this Agreement, unless such injury or loss is caused by the sole negligence or willful misconduct of Consultant.
12. Client agrees to limit Consultant's and liability due to professional negligence and to any liability arising out of or relating to the Agreement to fifty thousand dollars (\$50,000) or the amount of Consultant's fee, whichever is greater. This limit applies to all services on this Project, whether provided under this or subsequent agreements, unless modified in writing, agreed to and signed by authorized representatives of the parties.

13. Consultant is protected by Workers' Compensation Insurance, Employers' Liability Insurance, General Liability Insurance and Automobile Liability insurance for bodily injury and property damage and will furnish evidence thereof upon request. Consultant assumes the risk of damage to its own supplies and equipment.
14. Client shall be responsible for job site safety.
15. Client solely shall be responsible for notifying all appropriate municipal, regional, state or federal agencies and other parties of the existence of any hazardous or dangerous materials known by client to exist on or in the Project site, or discovered during the performance of this Agreement, as may be required by such agencies or parties.
16. In the event Consultant's work is interrupted due to delay, other than delays caused by Consultant, Consultant shall be compensated equitably (based on Consultant's current Schedule of Charges) for the additional labor or other charges associated with maintaining its work force for Client's benefit during the delay, or at the option of the Client, for charges incurred by Consultant for demobilization and subsequent remobilization.
17. If, during the course of performance of this Agreement, conditions or circumstances are discovered which were not contemplated by Consultant at the commencement of this Agreement, Consultant shall notify Client in writing of the newly discovered conditions or circumstances, and Client and Consultant shall renegotiate, in good faith, the terms and conditions of this Agreement. If amended terms and conditions cannot be agreed upon within thirty (30) days after notice, consultant may terminate this Agreement and be compensated under paragraph 2 in this Agreement.
18. This Agreement may be terminated by either party upon ten (10) days written notice sent first class mail, return receipt requested. In the event of a termination, Client shall pay for all reasonable charges for work performed and demobilization by Consultant through the tenth (10th) day after mailing the notice of termination. The limitation of liability and indemnity obligations of this Agreement shall be binding notwithstanding any termination of this Agreement.
19. Neither Client nor Consultant shall assign its interest in this Agreement without the written consent of the other.
20. This Agreement, including attachment incorporated herein by reference, represents the entire agreement and understanding between the parties. The terms of this Agreement shall be in writing and signed by authorized representatives of the parties. One or more waives of any term, condition or covenant by either party shall not be construed as a waiver of any other term, condition or covenant.
21. This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho.
22. In the event an arbitration, suit or action is brought by any party under this Agreement to enforce any of its terms, or in any appeal there from, it is agreed that the prevailing party shall be entitled to reasonable attorneys fees to be fixed by the arbitrator, trial court, and/or appellate court.
23. This Agreement or any section thereof shall not be construed against any party due to the fact that said Agreement or any section thereof was drafted by said party.
24. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

RD Initial by Client

SS Initial By Consultant



Mary Cone

From: Tom Hellen
Sent: Tuesday, September 01, 2009 1:06 PM
To: Heather Dawson; Mary Cone
Subject: FW: Aerial FLight

Can we make sure the mayor signs this on Wednesday?

Thanks.

Tom Hellen
Public Works Director/City Engineer
(208) 788-9830 X14

Please be aware that all email correspondence is public record

From: Roger Parker
Sent: Monday, August 31, 2009 5:35 PM
To: Tom Hellen
Cc: Heather Dawson
Subject: FW: Aerial FLight

FYI email from Steve

From: Steve Schwarz [mailto:Steve@bma5b.com]
Sent: Monday, August 31, 2009 5:04 PM
To: Roger Parker
Subject: RE: Aerial FLight

Hi Roger

I will begin the paneling (we trust you) , but, I need the signed work order prior to the flight on Thursday- we just don't want to be out both our time and the cost to the aerial company.

Thank you for your understanding

Please let me know if there is any change ASAP

Thank you,

Steve

From: Roger Parker [mailto:roger.parker@haileycityhall.org]
Sent: Monday, August 31, 2009 3:55 PM
To: Steve Schwarz
Cc: Tom Hellen; Heather Dawson; Beth Robrahn
Subject: RE: Aerial FLight

Steve,

FYI, we have a preliminary go on the aerial with the better resolution option 2 for \$8200. It will take the Mayors signature which I would imagine we will have in a day or two.

Thanks,

Roger

From: Tom Hellen
Sent: Monday, August 31, 2009 3:49 PM
To: Roger Parker; Heather Dawson; Beth Robrahn
Subject: RE: Aerial Flight

It's a yes. We will get the mayor's signature on this. Tell them to trust us.

Go with option 2 for the better clarity.

Tom Hellen
Public Works Director/City Engineer
(208) 788-9830 X14

Please be aware that all email correspondence is public record

From: Roger Parker
Sent: Monday, August 31, 2009 2:51 PM
To: Heather Dawson; Tom Hellen; Beth Robrahn
Subject: RE: Aerial Flight

So is that a yes or no on getting the Aerials and if yes who will send the agreement back to Benchmark?

From: Heather Dawson
Sent: Monday, August 31, 2009 2:17 PM
To: Tom Hellen; Roger Parker; Beth Robrahn
Subject: RE: Aerial Flight

Okay – Thanks Tom. That all makes sense, and we can ask the council to ratify instead of approve in advance. Mayor Davis has been asking me, every time an expense is mentioned, whether we have the money.....HD

From: Tom Hellen
Sent: Monday, August 31, 2009 2:06 PM
To: Heather Dawson; Roger Parker; Beth Robrahn
Subject: RE: Aerial Flight

When we bought the first aerial photo the cost was more and was spread between PW, P&Z and W & WW if my memory is correct. It is useful for these departments on at least a weekly basis.

I understand your concern with the agreements showing up like this. I would push to go forward with council follow-up.

This might be useful for a grant application although I'm not up on all of them. It definitely would be useful for items such as an aerial map of appropriate shelters, truck routes, sign GPS, floodplain maps for citizens, etc.

Tom Hellen
Public Works Director/City Engineer
(208) 788-9830 X14

Please be aware that all email correspondence is public record

From: Heather Dawson
Sent: Monday, August 31, 2009 11:50 AM
To: Roger Parker; Tom Hellen; Beth Robrahn
Subject: RE: Aerial FLight

Tom- my thought is that this is appropriate for the Engineer/PW engineering line item, as it is something all departments would use along with your advice. The cost of \$3000 per department does not concern me as much as the fact that the cost proposals are put forth as agreements, and actually should be on consent agenda. Will we be using these photos for any grant applications? HD

From: Roger Parker
Sent: Monday, August 31, 2009 11:26 AM
To: Tom Hellen; Beth Robrahn; Heather Dawson
Subject: RE: Aerial FLight

FYI, Option 2 can be zoomed in closer and clearer with more detail, Option 1 is what we have purchased in the past, more detail may be worth it, but up to you?

From: Tom Hellen
Sent: Monday, August 31, 2009 10:42 AM
To: Beth Robrahn; Heather Dawson
Cc: Roger Parker
Subject: FW: Aerial FLight

I would like to have this done. Note that they need an answer today. It's been 4 years since this was last done and it would pay to have an updated photo. Buildings such as Old Town Merc, Village and Meriwhether weren't done yet as well as adding in Cutters and the Woodside Elementary school.

Cost split?

Tom Hellen
Public Works Director/City Engineer
(208) 788-9830 X14

Please be aware that all email correspondence is public record

From: Roger Parker
Sent: Monday, August 31, 2009 9:46 AM
To: Tom Hellen
Subject: FW: Aerial FLight

Tom,

This is the quote for aerial photos...it's a bit steep but let me know what you think, sounds like we need to let him know ASAP.

Roger

From: Steve Schwarz [mailto:Steve@bma5b.com]
Sent: Friday, August 28, 2009 3:32 PM
To: Roger Parker
Subject: RE: Aerial FLight

H Roger

Attached is the proposal for new photography.

I apologize on the short notice, we were not expecting the plane to head this way.

I will need to know by Monday afternoon so I can begin to get panels out for the flight – they will fly on Thursday (that is the plan anyway)

Thank you and should you have any questions, please give me a call.

If interested, please sign the attached work order, circling the option desired, initial the General Conditions and fax them back to me at 788-1044- a phone call would be good too

as I will be working in the field on Monday and will have to prepare for a marathon of setting flight panels before Thursday!

PS the last photo you had was 1 foot pixel clarity-just for reference

Steve Schwarz PLS
Benchmark Associates

From: Roger Parker [mailto:roger.parker@haileycityhall.org]
Sent: Thursday, August 27, 2009 11:55 AM
To: Steve Schwarz
Subject: RE: Aerial FLight

OK

From: Steve Schwarz [mailto:Steve@bma5b.com]
Sent: Thursday, August 27, 2009 11:11 AM
To: Roger Parker
Subject: RE: Aerial FLight

Hi Roger
Hope to have a price to you tomorrow,
Just waiting for the flight company

Steve

From: Roger Parker [mailto:roger.parker@haileycityhall.org]
Sent: Tuesday, August 25, 2009 5:48 PM
To: Steve Schwarz
Subject: RE: Aerial FLight

Steve,

The Default 300 ft. boundary would be fine for the quote.

Thanks,

Roger

From: Steve Schwarz [mailto:Steve@bma5b.com]
Sent: Tuesday, August 25, 2009 3:55 PM
To: Roger Parker
Subject: RE: Aerial FLight

Hi Roger

I will get a quote, does the attached area look good to you?
I offset the City Boundary by 300 feet to get it.
Once you confirm I will send on to the mapper for a price- or if you prefer, send me the limits on the area you would be interested in .
Thank you

From: Roger Parker [mailto:roger.parker@haileycityhall.org]
Sent: Tuesday, August 25, 2009 3:41 PM
To: Steve Schwarz
Cc: Tom Hellen; Mariel Platt
Subject: RE: Aerial FLight

Hey Steve,

Yeah, we would be interested, get me a quote please.

Thanks,

Roger

From: Steve Schwarz [mailto:Steve@bma5b.com]
Sent: Tuesday, August 25, 2009 3:35 PM
To: Roger Parker
Subject: Aerial FLight

Hi Roger,
Is there any interest in flying the City in the near future, we have a plane coming next week and could probably get the flight at a substantial discount- as the major portion of the cost is having the plane come in the first place.
Let me know if interested and I will get a quote

Thank you and hope all is well

Steve

Steve Schwarz PLS
Benchmark Associates
P.O. Box 733
Ketchum, Idaho 83340 (208)788-1479 ext.301
<http://www.benchmark-associates.com>

AGENDA ITEM SUMMARY

DATE: 09/14/2009 **DEPARTMENT:** Clerk's Office **DEPT. HEAD SIGNATURE:**

SUBJECT:

Alcohol Beverage License Renewals

AUTHORITY: ID Code _____ IAR _____ City Ordinance/Code 5.04, 5.08, 5.12
(IFAPPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Annual renewal of alcohol beverage licenses, which expire each year on August 31.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS: Caselle # _____

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)

_____ 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:

Approve the following alcohol beverage license renewals, which have been approved by the Hailey Police Department:

Bandida's Bar & Grill J Alyson

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Date _____
City Clerk _____

FOLLOW-UP:

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



ALCOHOL BEVERAGE LICENSE APPLICATION

1219

APPLICATION FOR:

Liquor	\$562.50	<input checked="" type="checkbox"/>	<u>562.50</u>
Wine by the Drink	\$200.00	<input checked="" type="checkbox"/>	<u>200.-</u>
Beer by the Drink	\$200.00	<input checked="" type="checkbox"/>	<u>200.-</u>
Grocery Sale of Wine	\$200.00	<input type="checkbox"/>	_____
Grocery Sale of Beer	\$50.00	<input type="checkbox"/>	_____

APPLICATION IS:

New License	<input type="checkbox"/>
Renewal	<input checked="" type="checkbox"/>
Transfer	<input type="checkbox"/>

TOTAL DUE: 962.50

Applicant Name: Susan Waller

Business Name: Bonita's Bar & Grill

Business Physical Address: 477 N Main St. Hailey, ID, 83333

Business Mailing Address: PO Box 3043 Hailey, Id. 83333

Business Phone Number: (208) 578-9030

Property Owner (if different from applicant): UCLA Operations Inc.

(Applicant must attach certified copy of lease showing that owner consents to sale of alcohol on premises.)

I hereby certify that the above statements are true, complete and correct to the best of my knowledge. I further certify that I have applied for and received the Idaho State Liquor License (copy attached) and the Blaine County Liquor License (copy attached).

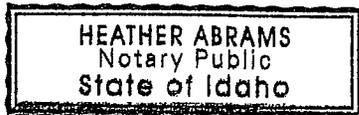
Susan Waller
Applicant Signature

8/31/09
Date

Subscribed and sworn to before me this 3rd day of August, 2009

Heather Abrams
Notary Public OR City Clerk

Residing at: Blaine G.
My Commission Expires 2/15/2012



Official Use Only	
State License No.	_____
County License No.	_____
City License No.	_____
Date Approved by Council	_____
<u>P78</u>	_____
Chief of Police	_____



ALCOHOL BEVERAGE LICENSE APPLICATION

RECEIVED
SEP 04 2009

APPLICATION FOR:

Liquor	\$562.50	<input type="checkbox"/>	_____
Wine by the Drink	\$200.00	<input checked="" type="checkbox"/>	_____
Beer by the Drink	\$200.00	<input checked="" type="checkbox"/>	_____
Grocery Sale of Wine	\$200.00	<input type="checkbox"/>	_____
Grocery Sale of Beer	\$50.00	<input type="checkbox"/>	_____

APPLICATION IS:

New License	<input checked="" type="checkbox"/>
Renewal	<input type="checkbox"/>
Transfer	<input type="checkbox"/>

TOTAL DUE: _____

Applicant Name: Julie Gates

Business Name: J. Carlson

Business Physical Address: 160 Airport Way

Business Mailing Address: Box 1714 Hailey, ID 83333

Business Phone Number: 208-578-2252

Property Owner (if different from applicant): Friedman Men Airport

(Applicant must attach certified copy of lease showing that owner consents to sale of alcohol on premises.)

I hereby certify that the above statements are true, complete and correct to the best of my knowledge. I further certify that I have applied for and received the Idaho State Liquor License (copy attached) and the Blaine County Liquor License (copy attached).

[Signature]
Applicant Signature

9/4/09
Date

Subscribed and sworn to before me this 4th day of September, 2009

[Signature]
Notary Public OR City Clerk

Residing at: Hailey, ID
My Commission Expires 5/10/13

LISA N. EMERICK
NOTARY PUBLIC
STATE OF IDAHO

<i>Official Use Only</i>	
State License No.	_____
County License No.	_____
City License No.	_____
Date Approved by Council	_____
_____	_____
Chief of Police	

CITY OF HAILEY ■ 115 MAIN ST. S., SUITE H ■ HAILEY, IDAHO 83333 ■ 788-4221

