AGENDA ITEM SUMMARY

DATE: 03/21/2011 **DEPT.:** Historic Preservation Commission / Admin **DEPT. HEAD SIGNATURE:**

SUBJECT:

Idaho Humanities Council / Grant Agreement for Hailey Rodeo Park Interpretive Exhibit

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AUTHORITY: ☐ ID Code _____ ☐ IAR _____ ☐ City Ordinance/Code _____
(IFAPPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The Hailey Historic Preservation Commission has been awarded a $4,000 grant from the Idaho Humanities Council towards the design, fabrication and installation of an interpretive exhibit at the Hailey Rodeo Park Interpretive Center.

The research phase of the project will be complete by the end of April. The Idaho Humanities Council grant will go towards the conceptual design phase of the project. The team will issue a request for qualifications for exhibit design services, for both conceptual and final design. An award will be made only for conceptual design at this time. While it is unknown what the fee might be for conceptual design, it is anticipated to be in the range of $20,000 to $25,000. Hailey is required to provide a dollar-for-dollar match of the $4,000. Accepting this grant means an additional Hailey contribution of between $12,000 and $17,000 in order to achieve a conceptual design.

The team had anticipated the conceptual phase to achieve an 80% design in order to allow development of the project and associated work products necessary to prepare a competitive National Endowment for the Humanities application. It is not known what level of design $20,000 to $25,000 will achieve.

The Seagraves Foundation grant application ($42,000) and the Steele-Reese Foundation grant application ($25,000) are still pending. Likelihood of success is not known.

The total project budget for the interpretive exhibit is $170,000. Including this Idaho Humanities Council grant, the total expenditures against this budget are: $5,000 for the research and $25,000 for conceptual design (estimated), with $140,000 in budget expenses for the project remaining. In-kind and city labor contributions against this $140,000 are anticipated to be approximately $20,000, bringing the budget balance down to $120,000.

At this time, the Hailey Historic Preservation Commission and city staff request a motion authorizing Mayor Davis to sign the grant agreement.

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:
Motion to authorize Mayor Davis to sign the attached grant agreement.

ADMINISTRATIVE COMMENTS/APPROVAL:
City Administrator _____ Dept. Head Attend Meeting (circle one) Yes No

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ACTION OF THE CITY COUNCIL:
Date _____
City Clerk _____

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

IDAHO HUMANITIES COUNCIL
217 West State Street, Boise, ID 83702
(208) 345-5346

IHC GRANT CONTRACT AGREEMENT

IHC GRANT **#2011030** AMOUNT AWARDED **$4000**
NEH PROGRAM CFDA #: **45.129**
DATE OF AWARD: **February 18, 2011**
DATES OF GRANT PERIOD: **March 1, 2011-January 31, 2012**
DATE OF FINAL FINANCIAL REPORT AND NARRATIVE REPORT: **April 30, 2012**

PROJECT TITLE: **Rodeo: A Story of Community**

PROJECT DIRECTOR: **Rob Lonning**

FISCAL AGENT: **Becky Stokes**

GRANTEE(S) OR SPONSORING ORGANIZATION(S): **City of Hailey Historic Preservation Commission**

AUTHORIZING OFFICIAL(S): **Richard L. Davis**

DEFINITIONS
As used throughout this document, the following terms shall have the meanings set forth below.

* **IHC** means the "Idaho Humanities Council"
* **NEH** means the "National Endowment for the Humanities"
* **GRANTEE** means "the group(s), organization(s), and/or institution(s) named in the grant award letter as the recipient of the grant."
* **PROJECT** means "the activities and services as described in the grant application and as approved by the IHC for grant support."
* **GRANT PERIOD** means "the time specified in the letter of award during which grant funds can be expended or encumbered."

BY ACCEPTING IHC GRANT **#2011030** FOR THE AMOUNT OF **$4000**, THE GRANTEE HEREBY AGREES AND GIVES ASSURANCE THAT:

1. The governing body of the Grantee has authorized acceptance of IHC Grant **#2011030** for the amount of **$4000**, and has authorized the undersigned representative, and listed under SIGNATURES as "Authorizing Official," to enter into agreement with the IHC and to give such assurances as apply to the Grantee.

2. The activities and services funded by this grant will be administered by or under the supervision of the Grantee according to the provisions of the Grant Agreement and the IHC GENERAL GRANT PROVISIONS.

3. The Grantee assumes full liability and responsibility for the conduct of the project, including, but not limited to, responsibility for any costs incurred in carrying out this project that are disallowed by auditors of NEH, IHC, or its designee(s).

4. Any funds received under this grant will not be used to supplant funds normally budgeted for services of the same type.

5. If the Grantee chooses to deposit the federal funds in an interest-bearing account, it may retain the first $250 in interest earned each fiscal year. Interest earned in excess of this amount on funds advanced by a council shall be forwarded to the council to be returned to the National Endowment for the Humanities.

6. The Grantee will expend funds from this grant solely for the project according to the principles and policies set forth by the IHC and the NEH, and separately provide funds for the operation and maintenance of the Grantee's activities and services. Expenditures of grant funds will also be governed by each and every provision which a Letter of Award sets forth as the conditions for the acceptance of the grant awarded.

7. The fiscal agent of the project will supply the IHC with an Interim Budget Report, when required, and a Final Financial Report, with documentation of cost-sharing funds, in-kind or cash.

8. The Project Director will submit to the IHC: a schedule of project activities, any changes in the schedule, requests for budget changes, reports on budget changes permitted by policies set forth in the IHC FINANCIAL HANDBOOK, and a Narrative Report on the project.

9. The project and any organization assisted by it will be in compliance with Title VI of the Civil Rights Act of 1964 and all subsequent executive orders, Constitutional Amendments, and enacted laws, federal and state, that apply, to the end that no person can be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Grantee receives financial assistance from the IHC.

10. It is understood by the Grantee that all project personnel are employees of the Grantee and not of the IHC.

11. Acknowledgement of financial or grant support from the IHC:

    a. Any tangible product for the project (publications, productions, displays, exhibits, promotional materials, advertising, posters, printed programs, title panels, brochures, fliers, **press releases**, etc.) and all written and/or verbal presentations must contain acknowledgment of financial support from the IHC. **IHC must also receive a copy of the product. The acknowledgment should include the IHC logo and NEH logo (electronic versions are available upon request) when appropriate and shall read as follows:**

    This program is supported in part by a grant from the Idaho Humanities Council, a State-based program of the National Endowment for the Humanities.

    b. All publications (printed, visual, audio, multi-media, or film production – **not press releases**) must contain the following disclaimer statement in an appropriate place. (THIS DISCLAIMER SHOULD NOT BE INCLUDED ON PUBLICITY BROCHURES AND/OR PRESS RELEASES.) Such a statement shall assert:

    Any views, findings, conclusions, or recommendations expressed in this (publication) (program) (exhibition) (website) do not necessarily represent those of the Idaho Humanities Council or the National Endowment for the Humanities.

12. The undersigned warrant that the Grantee is a non-profit organization or ad hoc group fundable by the IHC and NEH.

SIGNATURES

Project Director _____ March 28, 2011
Rob Lonning (Date)

Fiscal Agent _____ March 28, 2011
Becky Stokes (Date)

Authorizing Official _____ March 28, 2011
Richard L. Davis (Date)

Idaho Humanities Council

Rick Ardinger

_____ February 25, 2011
Rick Ardinger, Executive Director (Date)

AGENDA ITEM SUMMARY

DATE: 3/21/2011 **DEPT.:** Historic Preservation Commission / Admin **DEPT. HEAD SIGNATURE:**

SUBJECT:

State Historic Preservation Office
Idaho State Historical Society
Idaho Certified Local Government Program
Grant Agreement for Historic Hailey Crossroads Interpretive Panel & Brochure

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AUTHORITY: ☐ ID Code _____ ☐ IAR _____ ☐ City Ordinance/Code _____
(IFAPPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The Hailey Historic Preservation Commission has been awarded a grant from the State Historic Preservation Office for the Historic Hailey Crossroads Interpretive Panel & Brochure. The application was filed in September 2010.

The project will research, design and produce a brochure and interpretive panel. The Historic Crossroads Interpretive Panel & Brochure is intended to commemorate the four historic buildings at the intersection of Bullion St. and 2nd Avenue (the Masonic Lodge, Episcopal Church, Eben and Elizabeth Chase House and the Fox House). The interpretive panel would be installed in the entryway foyer of City Hall.

The grant award is $3,500, with a $1,225 cash match from the HPC budget. An additional $2,830 of in-kind labor constitutes the remainder of Hailey's match. The total project budget is $7,555.

At this time, the HPC and city staff request authorization for Mayor Rick Davis to sign the Memorandum of Agreement and Assurances. The State Historic Preservation Office (SHPO) has informed Hailey that the funding for this program will not be available until Congress concludes its current budget process. SHPO has requested a signature on the agreement documents in order to expedite commencement of the project once budget issues have been resolved.

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:
Authorize Mayor Davis to sign ICLG agreement documents.

ADMINISTRATIVE COMMENTS/APPROVAL:

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

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ACTION OF THE CITY COUNCIL:
Date _____
City Clerk _____

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

MEMORANDUM OF AGREEMENT

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

The State Historical Society and the grantee agree as follows:

1. Application (Project Description and Budget)

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

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

Billing is due to State Historic Preservation Office no later than **August 31, 2011.**

2. Period of Performance

All work carried out as part of this grant-assisted project shall be conducted between __**October 1, 2010**___ and the project completion date of _**August 31, 2011**__ but not until the grantee has received a signed Memorandum of Agreement. Any changes in the period of performance for this project must be approved in writing by the State Historic Preservation Office at least 30 days prior to the project completion date.

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

3. Compensation

Compensation to the grantee shall be on a matching basis as outlined in the "Budget", subject to receipt of funds from the National Park Service and to successful completion of all project work activities. The State Historic Preservation Office agrees to pay the grantee up to **$3,500** federal funds when received by the Society according to the Certified Local Government allocation system as outlined in the Certified Local Government Program. The grantee agrees to

contribute donated services for a minimum total of $**3,500** or 50% of eligible costs, whichever is less.

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

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

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

4. Allowable Costs

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

a. meet federal requirements for the program;

b. be necessary and reasonable for the completion of project work;

c. have been incurred for project work during the period of the grant; and

d. meet the obligations outlined in the "Application".

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

a. a Preservation Agreement or Covenant will be executed prior to our concurrent with disbursement of grant funds. The active period for the agreement is based on the amount of federal funds involved and is defined in Chapter 5, Section B.12 and Chapter 6, Section E.8.f.12 of NPS-49.

b. a project sign acknowledging National Park Service assistance will be erected at the project site during the project's term or a copy of a written National Park Service waiver of this requirement.

c. for a development project, the architectural plans and specifications must be approved by the Society as being in conformance with the "Secretary of the Interior's Standards for the Treatment of Historic Properties".

d. a current appraisal by an appraiser meeting the professional qualifications in Chapter 6 of NPS-49 will be obtained prior to the acquisition of real property.

e. a statement of Just Compensation will be obtained from the seller of the property prior to the acquisition of real property with National Park Service grant assistance or matching share.

5. **Procurement of Personnel and Services**

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

a. Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product, or service to be procured, and when necessary shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equal" description may be used as a means to define the performance or other salient requirements of a procurement. The specific features of the named brand which must be met by offerors shall be clearly stated.

b. Clearly set forth all requirements which offerors must fulfill and all other factors to be used in evaluating bids or proposals, such as a deadline for completion of project work.

c. Contract awards shall be made only to responsible contractors that possess the potential ability to perform successfully under the terms and conditions of the proposed procurement. Consideration shall be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

d. Contract awards shall not normally be made to a contractor or professional who has developed or has drafted bid specifications, requirements, a statement of work, an invitation for bids, and/or a request for proposals for a particular procurement. Only after formal advertising has not resulted in any acceptable bids may the grantee or subgrantee negotiate with any available contractor, including the contractor who produced the bid requirements.

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

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

6. **Project Supervision**

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

7. **Interim Reports and Requests for Reimbursement**

The grantee will be required to submit interim fiscal and programmatic reports in compliance with those dates set forth in the Application. Fiscal and programmatic reports are also required on

September 10, if the grant crosses the federal fiscal year. Reimbursement requests can be made for federal funds at the completion of the project. Fifteen days after the completion of the project, 100% of the federal grant award must be requested. The grantee shall contact the Historic Preservation Office immediately in writing if any situation should arise that will affect the timely or successful completion of this project.

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

THIS AGREEMENT may be terminated short of conclusion upon 15 days written notice from either the State Historic Preservation Office or the grantee. Should this agreement be terminated by the State Historic Preservation Officer, except for reasons of non-compliance by the grantee, the Historic Preservation Office will reimburse the grantee for up to 100% of the eligible costs incurred up to the termination date. Should this agreement be terminated by the grantee, the State Historic Preservation Office, at the discretion of the State Historic Preservation Officer, may reimburse the grantee for up to 100% of the eligible costs incurred to the termination date or may require the grantee to return any or all federal funds transferred to the grantee by the terminating date, depending upon the circumstances of the termination.
THE PARTIES hereto mutually agree to perform this agreement in accordance with this agreement and its attachments. This agreement becomes effective upon signature by the parties below.

Janet Gallimore, Executive Director and State Historic Preservation Officer Idaho State Historical Society	Date
Mayor Richard L. Davis City of Hailey	March 28, 2011 Date

ASSURANCES

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

1. It possesses legal authority to apply for the grant (and, as applicable, to finance and construct the proposed facilities); that a resolution, motion, or similar action has been duly adopted or passed as an official act of the Participant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Participant to act in connection with the application and to provide such additional information as may be required. It has the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project costs) to ensure proper planning, management and completion of the project described in this application.

2. It will establish safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of, personal or organizational conflict of interest, motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

3. It will assist the federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1974 (16 USC 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, or notifying the federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the federal grantor agency to avoid or mitigate adverse effects upon such properties.

4. It will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

5. It will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the

Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

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

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

If any real property or structure thereon is provided or improved with the aid of federal financial assistance extended to the Applicant by the Department, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision

of similar services or benefits. If any personal property is so provided, this

assurance shall obligate the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Applicant for the period during which the federal financial assistance is extended to it by the Department.

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

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

6. It will cause work on the project to be commenced within a reasonable time after receipt of notification from the approving federal agency that funds have been approved and that the project will be prosecuted to completion with reasonable diligence.

7. 18 USC 1913. No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, will be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to Members of Congress on the request of any Member of Congress, through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business.

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

8. It will ensure all activities will comply with the Department of the Interior

Standards for Preservation Planning, Identification, Evaluation, Registration, Historical Documentation, Architectural and Engineering, Archaeological Documentation, Treatment for Historic Preservation Projects, and Professional Qualifications.

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

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

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

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

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

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

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

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

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

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

16. It will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project.

17. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," Number A117.1-1961, as modified (41 CFR 101.17.703). The Participant will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.

18. It will obtain approval by the appropriate federal agency of the final working drawings and specifications before the project is advertised or placed on the market for bidding; that it will construct the project, or cause it to be constructed, to final completion in accordance with the application and approved plans and specifications; that it will submit to the appropriate federal agency for prior approval changes that alter the costs of the project, use of space, or functional layout; that it will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the construction grant program(s) have been met.

19. It will provide and maintain competent and adequate engineering supervision and inspection at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.

20. It will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residential structures.

21. It will comply with the minimum wage and maximum hours provisions of the federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of State and local governments.

22. In accordance with E.O. 11755, it will ensure no person undergoing a sentence of imprisonment at hard labor shall be employed on a Historic Preservation Fund assisted grant work. Labor performed by state prisoners who are on work release, parole, or probation does not fall under this prohibition.

23. It will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

24. It will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. §§ 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction subagreements.

25. It will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et. seq.); (f) conformity of federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

26. Environmental Certification: Based upon a review of the application, proposal narrative, and the supporting documentation contained in the application, it has been determined that the proposed HPF project described in this notification meets the criteria for categorical exclusion listed in the National Register Program Manual NPS 49, Chapter 11, page 2, 4a, numbers 1,3,6,7, and 11.

27. It will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

28. It will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

29. It will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

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

31. In accordance with National Park Service requirements, it agrees that repayment will be made if terms and conditions of this agreement are not followed or if costs claimed are disallowed following audit.

32. It agrees that this project will comply with all of the above assurances that the State Historic Preservation Office must provide to the Department of the Interior. The Participant acknowledges and agrees to perform under this agreement as an independent contractor and not as an employee of the State of Idaho, and as such is solely responsible for his or her acts or that of his or her employees, servants, agents, or assigns in carrying out the obligations hereof. The Participant further agrees that he or she is solely responsible for all taxes (federal, state, or local) including unemployment, social security, or payroll taxes to which activities under this agreement may be subject.

Mayor Richard L. Davis City of Hailey	March 28, 2011 Date

A. PROJECT DESCRIPTION

Historic Hailey Crossroads Interpretive Panel & Brochure

1. Project Staff

Grant Administrator
Tracy Anderson
City of Hailey
115 Main St. S, Suite H
Hailey, ID 83333
(208) 788-4221, ext. 26
tracy.anderson@haileycityhall.org

Project Manager
Rob Lonning
Chair, Hailey Historic Preservation Commission
115 Main St. S, Suite H
Hailey, ID 83333
(208) 788-9654
ralonning@mac.com

Ms. Anderson will manage all administrative aspects of the grant and will support the project manager with project implementation. She is Hailey's Grant Administrator, responsible for a current roster of nine grant projects from both federal and state agencies, with a combined project value of approximately $800,000. Ms. Anderson is also skilled in the development of brochures and exhibits, as well as other promotional materials, and will provide project support in this regard.

Mr. Lonning will be the overall lead for implementation of the project. He has nearly forty years of experience as an educator and has been involved with the Hailey Historic Preservation Commission (HPC) since its inception. During his tenure as chair of the HPC three historic buildings in Hailey have been added to the National Register of Historic Places and in 2009 he was co-director of a successful State Historic Records Advisory Board (SHRAB) grant that resulted in the digitization and uploading to the World Wide Web of the historic Martyn Mallory Photographic Collection.

Résumés for Ms. Anderson and Mr. Lonning are included in this application.

The project will also involve contracting with an historian, through a bid process, to assist with research and developing the interpretive panel and brochure content.

2. Goals and Objectives

The Historic Crossroads Interpretive Panel & Brochure is intended to commemorate the four historic buildings at the intersection of Bullion St. and 2nd Avenue. Three of the four buildings (the Masonic Lodge, Episcopal Church and Eben and Elizabeth Chase House) are listed in the National Register of Historic Places. The fourth building – the Fox House – is currently pending listing. The interpretive panel will be located in the entryway foyer of Hailey City Hall, and the brochure will also be available at this location. In addition, the brochure will be available to tourists, schools and the general public via the Hailey Chamber of Commerce Visitor's Center, the Hailey Public Library, the Blaine County Historical Museum and the City of Hailey website.

The project will be accomplished with a team that includes the Project Manager, Grant Administrator, an historian to assist with research and developing the interpretive panel and brochure content, a graphic designer for layout of the panel and brochure and printing and fabrication services. City crews will install the interpretive panel. A dedication ceremony and guided tour will be held at the project's conclusion.

The HPC will provide review and approval of the project throughout its implementation; this will be provided through the venue of the monthly HPC meetings.

3. Identification of Final Products

The final products of the project are one interpretive panel and one brochure.

4. Meets Secretary of Interior's Standards

The project deliverables will conform to the Secretary of Interior's *Standards for Historical Documentation.*

5. Timetable for Completion of Project and Submission of Reports

October 15 ..... SHPO award
December 31 ..... Hailey submits revised budget and project description to SHPO
February 1 ..... Project commences
February 28 ..... Research complete
March 31 ..... First draft of brochure and panel complete
April 15 ..... Mid-project report to SHPO
April 30 ..... Final design of brochure and panel complete
May 31 ..... Printing of brochure and fabrication of panel complete
June 30 ..... Panel installed
July (exact date TBD) ..... Dedication ceremony and guided tour
July 31 ..... Project complete; submit billing and product to SHPO

6. Repository for Final Product

A copy of the research, six copies of the brochure and a digital photograph of the interpretive panel will be sent to SHPO. The research and digital copies of the brochure and interpretive panel designs will be housed at Hailey City Hall.

7. State Priority

None

Rick Davis

Mayor Rick Davis

September 28, 2010

Date

B. BUDGET

Historic Hailey Crossroads Interpretive Panel & Brochure

	FEDERAL	MATCH
Professional Services		
Historian Research / Interpretive Panel & Brochure Content	$1,000	$0
Graphic Designer Brochure	0	1,000
Designer/Fabricator Interpretive Panel	2,500	0
Printer Brochure	0	225
SUBTOTAL	3,500	1,225
Administration & In-Kind Support		
Project Manager 40 hours @ $20.25/hour	0	810
Grant Administrator / Project Support 40 hours @ $32/hour	0	1,280
HPC Members Reviews and Approvals 5 members x 5 one-hour meetings @ $20/hour	0	500
City Crews / Install Interpretive Panel 8 hours @ $30/hour	0	240
SUBTOTAL		2,830
GRAND TOTAL	$3,500.00	$4,055

Non-Federal Share

Donor: HHPC Chair and Members
Source: Labor
Kind: In-Kind
Amount: $1,310

Donor: Hailey Grant Admin./City Crews
Source: Labor
Kind: Direct Expense
Amount: $1,520

Donor: City of Hailey
Source: Discretionary Fund
Kind: Cash
Amount: $1,225

Total: $4,055

Rick Davis

Mayor Rick Davis

September 28, 2010

Date

3

AGENDA ITEM SUMMARY

DATE: 3/15/11 **DEPARTMENT:** Administration **DEPT. HEAD SIGNATURE:** Heather Dawson

SUBJECT
Motion to ratify Mayor Davis' signature on letter of support for Mountain Rides 2012 Application for Fund

AUTHORITY: ☐ ID Code 50-1017 ☐ IAR _____ ☐ City Ordinance/Code _____

BACKGROUND:

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS
Budget Line Item # _____ YTD Line Item Balance $_____

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:
Letter was mailed to ITD on 3/14/11, at this time I am requesting ratification of Mayor Davis' signature.

FOLLOW UP NOTES:

City of Hailey

OFFICE OF THE MAYOR

115 MAIN STREET SOUTH, SUITE H
HAILEY, IDAHO 83333

(208) 788-4221
Fax: (208) 788-2924

March 14, 2011

Idaho Transportation Department
Public Transportation Division
PO Box 7129
Boise, ID 83707

RE: Local Match Commitment

To Whom It May Concern:

The City of Hailey is a part of the Mountain Rides Transportation Authority Joint Powers Agreement and is contributing $75,000 in local funds for the current fiscal year 2010-2011.

The City of Hailey supports Mountain Rides' 2012 Application for Funding for services, which include the Valley Route and the Hailey Route. It is anticipated that Mountain Rides will receive financial support in the form of local matching funds from Hailey, although future funding is subject to a public budget process yet to be completed for the budget year that starts October 1, 2011.

Sincerely,

Rick Davis
Mayor, City of Hailey