



CANYON COUNTY COMMISSIONERS

Leslie Van Beek
District I

Brad Holton
District II

Zach Brooks
District III

1115 Albany ❖ Caldwell, Idaho 83605 ❖ Telephone: (208) 454-7507 ❖ Fax: (208) 454-7336

April 9, 2024

Idaho Historic Preservation Professional Consultants List
See Attachment A

Re: Solicitation of Interest - Consultant for Snake River Canyon Preservation Assessment

Dear Potential Interested Contractors:

Canyon County, Idaho, is seeking to enter an independent contract relationship with a qualified professional consultant to assess and advise the County on the potential need for historical or other preservation of the Snake River Canyon (“SRC”) within Canyon County. Currently, some of the SRC area is within the Guffey Butte-Black Butte Archaeological District (mostly in Ada county) and the Map Rock Historic District—however, since the creation of these districts no significant measure has been taken to identify preservation needs between and around the districts within the County.

The selected consultant will provide 1) a written assessment of potential preservation survey of the area and 2) recommendations for future preservation steps. Development of the assessment and recommendations shall include public outreach with SRC area private property owners and community stakeholders. Work in this area is expected to be multi-phased as funding and staffing capacity. If funding allows, survey work may begin.

This project is partially funded by the National Parks Service through the Idaho State Historic Preservation Office. Further project specifications we contemplate are described in “Attachment B”, attached hereto and incorporated by reference.

In addition to ability to perform successfully under the terms and conditions of this procurement, consideration may also be given to contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. Successful proposers must also:

- Meet County requirements related to data security and confidentiality; and
- Agree to and comply with Canyon County’s standard independent contractor agreement, “Attachment C” attached hereto and incorporated by reference.

Proposals must be directed to the Canyon County Board of County Commissioners via facsimile at (208) 454-7336 or email at bocc@canyoncounty.id.gov. Proposals must be identified with subject line “*Consultant for Snake River Canyon Preservation Assessment,*” and be received by April 30, 2024 at 9:00 a.m.

Proposals must include the following:

- Cover Letter.
- Proposer’s resume.
- Reference list with contact information.
- Documentation of the proposer’s familiarity and experience with similar projects to those identified in “Attachment B.”
- Description of how proposer would accomplish the project.
- Provide an anticipated project schedule including all tasks, major project milestones, and approximate number of weeks to complete each task and anticipated completion timeframe.
- Project Budget. To the best of the firm's ability, itemize costs for each task or phase. Final contract will be for a fixed price.
- Provide a statement of any conflict of interest for any individual or firm may have regarding the proposed services.
- Provide a written history to Canyon County detailing any judgment, claim or suit pending or outstanding against the contractor.

Questions about the project must be directed Nichole Schwend, Project Director, at nichole.schwend@canyoncounty.id.gov.

The County intends to use this solicitation of interest as an informal mechanism by which to initiate negotiation with prospective independent professional service contractors. This is not an invitation for bids or guarantee of employment for any purpose.

Thank you for your interest. We look forward to hearing from you.

Sincerely,

BOARD OF COUNTY COMMISSIONERS



Commissioner Leslie Van Beek



Commissioner Brad Holton



Commissioner Zach Brooks

Attest: RICK HOGABOAM, CLERK



Deputy Clerk

Attachments

jderose@acrmconsultant.com
mike.s.kelly@aecom.com
sobrien@andersonperry.com
larrylahren@msn.com
sarah@aquaterracrc.com
michael.cook@arcadis.com
aaron.ollivier@arcadis.com
rosemarie.pavel@arcadis.com
dallin.webb@arcadis.com
mauserlaurie@roadrunner.com
fran@AHAexclamation.com
Ann@AHAexclamation.com
achauer@arharchaeology.com
diversen@asmaffiliates.com
ken@cannonheritage.com
Paul@cannonheritage.com
wjohnson@chg-inc.com
shutmacher@dwestenv.com
garth@draytonarchaeology.com
shawn.fackler@erm.com
bnfhistory@msn.com
dschwab@ethnotechllc.com
aschwab@ethnotech.com
cnoll@ewu.edu
jwilson1@ewu.edu
mestes@g2archaeology.com
dayna@g2archaeology.com
dfergusongcm@gmail.com
munson.gene@gmail.com
christopher_tinti@golder.com
stacie.sexton@gramnorthwest.com
molly.swords@gramnorthwest.com
logdoc@gmail.com
lcompas@hrassoc.com
kderr@hrassoc.com
wgreiser@hrassoc.com
jpickrell@hrassoc.com
kboula.inwccultural@gmail.com
jjerems@gmail.com
mesafieldservices@yahoo.com
rtiken@gmail.com
mitzi.rossillon@gmail.com
cgross@montrose-env.com
nativexarch@gmail.com
jwhiteman@northwestcrc.com
jdougherty@paleowest.com

A CRM Consultant LLC
AECOM
Anderson Perry & Associates, Inc
Anrho Research Inc.
Aqua Terra Cultural Resource Consultants
Arcadis

Archaeological and Historical Resource Consulting
AHA! LLC

ARH Archaeology and Architectural History
ASM Affiliates
Cannon Heritage Consultants, Inc

Commonwealth Heritage Group Inc
Desert West Environmental
Drayton Archaeology
Environmental Resources Management, Inc
EthnoTech LLC

EWU Archaeological and Historical Services

G2 Archaeology

GMC Services, Inc

Golder Associates Inc
GRAM Northwest LLC

Heritage Preservation Resources
Historical Research Associates Inc

Inland Northwest Cultural Resources

Mesa Field Services
Mitzi Rossillon, Consulting Archaeologist, LLC

Montrose Environmental
Native-X, Inc
Northwest Cultural Resource Consultants
PaleoWest

ahart@paleowest.com
barbie@getchells.com
dharder@plateau-crm.com
asackman@plateau-crm.com
info@qualityservices.us.com
bherbel@rbasmontanan.com
roberts@uidaho.edu
andy.richard@searchinc.com
ellen.brady@stantec.com
Michelle.cross@santec.com
ross.smith@santec.com
andrew@substratecollaborative.com
dlarsen@sundance-inc.net
mcannon@swca.com
amanda.carroll@swca.com
lbenson@swca.com
sphillips@swca.com
john.hall@terracon.com
sdampf@tierra-row.com
dlcraig@trccompanies.com
mwetherbee@trccompanies.com
claudiawalworth@gmail.com
kmitchell@wce-inc.com
barkush@weber.edu
tom.lennon@wcrminc.com
dfelling@westlandresources.com
tfield@westlandresources.com
jhushour@westlandresources.com
cschultze@westlandresources.com
paula@willamettecra.com
bob@willamettecra.com
stephanie@willamettecra.com
paul@willamettecra.com
jwright@106pro.com
skatz@globalarchaeology.com
juliebraunwilliams@gmail.com

Past Inc
Plateau Archaeological Investigations LLC

Quality Services.com
Rabbitbrush Archaeological Services LLC

SEARCH Inc
Santec

Substrate Collaborative Anthropological Research
Sundance Consultint Inc
SWCA Environmental Consultants

Terracon
Tierra Right of Way Services Ltd
TRC Companies Inc

Walsworth and Associates
Water, Civil, and Environmental Inc
Weber State University
Western Cultural Resources Management Inc
Westland Engineering & Environmental Services Inc

Willamette Cultural Resources Associates Ltd

Wright Consulting Services LLC
Global Archaeology
PasTime Cultural Resource Management Services

**IDAHO CERTIFIED LOCAL GOVERNMENT GRANT
MEMORANDUM OF AGREEMENT**

THIS MEMORANDUM OF AGREEMENT ("Agreement") is entered into by the Idaho State Historic Preservation Office ("SHPO"), a division of the Idaho State Historical Society, and **Canyon County** (CLG UEI # _____) ("Grantee"), effective as of the date of final signature ("Effective Date") and relates to a project to be undertaken by the Grantee, with financial assistance from a National Park Service ("NPS") matching grant in aid program (Assistance Listing No. 15.904 -- Historic Preservation Fund Grants-In-Aid; Federal Award Identification Number: P23AF01070) supporting the Certified Local Government ("CLG") and National Register of Historic Places programs in Idaho, administered by SHPO. The National Register of Historic Places 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 SHPO and the Grantee agree as follows:

1. Application, Project Description and Budget.

Grantee submitted an Application (Attachment A) for **Snake River Canyon Assessment and Survey** ("Project") for FY23. SHPO has reviewed the Application and has determined that SHPO will provide a matching grant in aid from the National Park Service to assist Grantee with a portion of costs related to the Project as described in Attachment B ("Project Description"). Grantee hereby agrees to carry out the Project work as described in Attachment B within the budget set forth in Attachment C ("Project Budget"). All funds provided by SHPO for this Project shall be federal funds from the National Park Service. No state funds shall be used under this Agreement.

2. Period of Performance.

The Idaho Certified Local Government Grant program period shall begin 1 October 2022 and end 30 September 2025. Work under this Project shall commence after the Effective Date and shall be completed no later than 30 September 2025. Prior to the Certified Local Government incurring expenses on this Memorandum of Agreement, a fully executed copy of the MOA must be in place.

3. Allowable Costs.

Allowable Project costs are for items described in Attachment B and are included within the Project Budget set forth on Attachment C. Allowable Project costs must be documented to the satisfaction of SHPO and determined by SHPO to:

- a. Meet federal requirements as set forth in the Office of Management and Budget Guidance Property Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards Rules, 2 C.F.R. Part 200, and any amendments thereto;
- b. Be allowable under the U.S. Department of the Interior, National Park Service, State,

Tribal, Local Plans & Grants Division, Historic Preservation Fund Grants Manual (June 2007), <https://www.nps.gov/orgs/1623/hpf-grant-manual.htm>;

- c. Be necessary and reasonable for the completion of the Project;
- d. Have been incurred for the Project during the Period of Performance as described in Section 2 of this agreement; and
- e. Meet the Project description outlined in Attachment B.

4. Project Payment.

Upon successful completion of the Project as described in Attachment B, Grantee is awarded **\$10,000** in CLG Grant funds. Grantee agrees to contribute cash or donated services to the Project in the minimum total of **\$10,000** or 50% of eligible Project costs, whichever is less. Upon SHPO's verification of successful completion of the Project by Grantee, Grantee may submit a request for reimbursement by SHPO. With prior approval from SHPO, Grantee may request partial reimbursement from SHPO after the completion and acceptance by SHPO of each completed milestone activity for the Project, as agreed to by SHPO and Grantee. All bills submitted must include supporting fiscal documentation detailing the federal and non-federal share of Project costs. Reimbursements will be made by SHPO for expended funds only. Grantee's final request for reimbursement shall include a comparison of completed activities and budget to those in the approved Project Budget. Grantee agrees to maintain all financial and administrative documents and records pertaining to the full Period of Performance of this grant as described in Section 2 of this agreement for a period of not less than five (5) years after completion of the Project.

5. Procurement of Personnel and Services.

- a. Grantee shall comply with the United States Office of Management and Budget Guidance Property Standards Rules, 2 C.F.R. §§ 200.310 through 200.327, and any amendments thereto, for 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 the requirements of 2 C.F.R. §§ 200.310 through 200.327, and any amendments thereto. Procurement procedures shall not restrict or eliminate competition. Written selection procedures shall include, at a minimum, the following procedural requirements:
 - i. 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. When necessary, descriptions shall set forth those minimum essential characteristics and standards necessary to satisfy its intended use. Detailed product specifications should be avoided, if possible. When a clear and accurate description of the technical requirements is impractical or uneconomical, 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 shall be clearly stated.
- ii. Clearly set forth all requirements which must be fulfilled and all other factors to be used in evaluating bids or proposals, such as a deadline for completion of the Project.
 - iii. 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.
 - iv. 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. If formal advertising does not result in any acceptable bids, Grantee or subgrantee may negotiate with any available contractor, including the contractor who produced the bid requirements.
- b. Procurement shall be made by one of the following methods: (1) small purchase procedures; (2) competitive sealed bids (formal advertising); (3) competitive negotiation; or (4) noncompetitive negotiation. Evidence of competitive negotiation for professional services and/or formal advertising must be forwarded to SHPO to evidence compliance with federal procurement requirements prior to disbursement of funds;
 - c. Grantee shall include all of the of the terms and conditions of Attachment D ("Required Conditions for CLG Subagreements") of this agreement in any and all agreements between Grantee and any consult or contractor.

6. Project Supervision.

Grantee agrees to ensure that work performed related to the Project conforms to Attachments B and C, to all appropriate guidance documents from SHPO, and to the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation, 48 Fed. Reg. 44,716 (Sept. 29, 1983), available at <https://www.nps.gov/subjects/historicpreservation/standards.htm>.

7. Interim Reports and Requests for Reimbursement.

Grantee shall submit to SHPO interim fiscal and programmatic reports in compliance with the schedule set forth in the SHPO, Idaho State Historical Society, Idaho Certified Local Government Grant Manual, available at: <https://history.idaho.gov/clg/>. Reimbursement requests can be made for federal funds at the completion of the Project. Within thirty (30) days after the completion of the Project, 100% of the federal grant award must be requested. Grantee shall contact SHPO immediately in writing if any situation arises that will affect the

timely or successful completion of this Project.

8. Indemnification.

To the extent not prohibited by Idaho law, Grantee shall indemnify, defend, and save harmless the State of Idaho, SHPO, 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 the negligent acts or omissions of Grantee in the performance, act or omission of any term of this Agreement.

9. Amendment.

This Agreement shall not be amended without the parties' prior written agreement. Any major alterations, increases, or decreases in the Project or any changes to the Project Budget must be submitted in writing for review and approval to SHPO at least 30 days in advance of the proposed Project commencement date and in accordance with the requirements detailed in the SHPO, Idaho State Historical Society, Idaho Certified Local Government Grant Manual, available at: <https://history.idaho.gov/clg/>. SHPO will endeavor to respond to requests for review and approval in writing within 15 days of receipt.

10. Attachments.

All attachments referenced herein and attached hereto are incorporated into the terms of this Agreement.

11. Termination.

This Agreement may be terminated by either party upon fifteen (15) days' prior written notice. Should this Agreement be terminated by SHPO, except for reasons of non-compliance by Grantee, SHPO will reimburse Grantee for up to 100% of the eligible costs incurred up to the termination date. Should this Agreement be terminated by Grantee, SHPO, at its sole and absolute discretion, may reimburse Grantee for up to 100% of the eligible costs incurred prior to the termination date, or may require Grantee to return any or all federal funds transferred to Grantee prior to the termination date, depending upon the circumstances of the termination.

12. Special Conditions.

The Idaho State Historical Society reserves the right to include any additional special conditions on this Agreement as outlined below:

- a. Canyon County shall work with the Idaho State Historic Preservation Office to develop a preliminary survey boundary map, with anticipated property count, before survey work begins;
- b. Canyon County shall provide a copy of any Request for Proposal or other solicitation for consultant services for review and approval by the Idaho State Historic Preservation Office;
- c. Canyon County shall include the Consulting with Idaho SHPO guidance document to any Request for Proposal;
- d. Canyon County shall provide the Idaho State Historic Preservation Office a copy of an executed contract with a contractor for completion of the Reconnaissance Survey of Snake River Canyon prior to any work being done, said contractor meeting the Secretary of the Interior's Professional Qualification Standards: Federal Register Vol. 62, No. 119, p. 33719, 1997 (36 CFR part 61) in the field of Archaeology;
- e. Canyon County shall include a requirement in their contract with the selected consultant that the survey documentation shall comply with the "Consulting with Idaho SHPO";
- f. Canyon County shall provide notice of the reconnaissance survey to the property owners and residents of the survey area, informing them of the purpose and process of the survey;
- g. Canyon County shall provide the Idaho State Historic Preservation Office a sample of completed inventory forms for review and comment; the minimum number of sample forms to be submitted shall be five percent (5%) of the total number of properties to be surveyed, and the consultant shall incorporate the SHPO's comments in completing all of the inventory forms;

IDAHO STATE HISTORICAL SOCIETY:



Janet Gallimore, Executive Director
Idaho State Historical Society
Idaho State Historic Preservation Officer



Date

GRANTEE: Canyon County

Name

Date

Print: See Following Page for Signatures



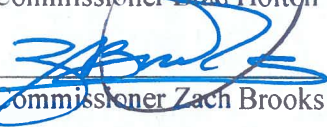
Title: _____

Authorized Representative for Grantee

DATED this 7th day of November, 2023.

BOARD OF COUNTY COMMISSIONERS

- Motion Carried Unanimously
- Motion Carried/Split Vote Below
- Motion Defeated/Split Vote Below

	Yes	No	Did Not Vote
 _____ Commissioner Leslie Van Beek	_____	_____	_____
 _____ Commissioner Brad Holton	<u>X</u>	_____	_____
 _____ Commissioner Zach Brooks	<u>X</u>	_____	_____

ATTEST: CHRIS YAMAMOTO, CLERK

By: URoss
Deputy Clerk

CLG-2023-02

ATTACHMENT A: APPLICATION



**Idaho State Historic Preservation Office
Certified Local Government Subgrant Application
FY2023**

Application Coversheet

Applicant/Local Government

Name: Canyon County - Historic Preservation Commission
Address: 1115 W. Albany St., Caldwell, ID 83605
Address: _____
Telephone: 208-616-4025
DUNS No.: 09-7763320

City/County Staff Contact

Name: Nichole Schwend, Director Canyon County Parks
Address: 1115 W. Albany St., Caldwell, ID 83605
Address: _____
Telephone: 208-616-4025
E-mail: nichole.schwend@canyoncounty.id.gov

Grant Coordinator (if different from City/County Staff Contact)

Name: _____
Address: _____
Address: _____
Telephone: _____
E-mail: _____

Budget Summary

Total CLG Grant request: 10,000
Total Matching share: 35,898.48
Total cost of all project(s): 45,898.48
Source(s) of match: In-Kind CLG hours and Coordinator hours; Cash (Grant Award)
Please provide a more detailed budget breakdown on the attached budget form.

Authorization

The undersigned certifies that he/she is authorized to apply for this subgrant on behalf of the local government, to commit local matching funds to the project, and to enter into a contract if the subgrant is awarded.

Signature: _____
City/County Chief Elected Official's signature

Date: _____

SEE ATTACHED SIGNATURE PAGE

Print: _____

Title: _____

Project: Snake River Canyon Assessment and Survey

Applicant: Canyon County - HPC

Part A: Proposed Project

Project Description

Complete a separate Part A: Project Description for each proposed project. Please state the objectives, the work to be performed, how the project relates to the goals set forth in the Idaho State Historic Preservation Plan, how the project relates to any local goals or objectives, and how the project will meet the Secretary of the Interior's Standards.

The Canyon County Historic Preservation Commission (HPC) is seeking funding to defray the cost of hiring a qualified professional consultant to assist with a public engagement assessment to determine the potential for survey along the Snake River in Canyon County, and possibly initiate survey based on those findings. Updated survey in the Snake River Canyon is needed before potential preservation efforts can move forward, yet much of this land is privately owned. Public engagement through a consultant will flush out a path forward for where survey might occur, and, if funding allows, an initiation of survey based on those findings.

In 2018 Canyon County completed a 10-year Historic Preservation Plan to guide future preservation efforts and engage citizens in the planning process. This plan included results of a county-wide public opinion poll that indicated strong support of preservation activities and underscored the desire to identify and protect historic resources as a main priority for the HPC.

Currently along the Snake River in Canyon County, there exists the Guffey Butte-Black Butte Archaeological District (mostly in Ada county), and the Map Rock Historic District. Since these two areas were added to the National Register of Historic Places in the late 1970's/early 1980's, Canyon County has experienced rapid growth which has led to increasing population pressure and development in many areas, including along the Snake River. Public engagement and survey are needed in this area to provide guidance for any future historic preservation efforts there.

Goal 1 of the State Historic Preservation Plan includes informing the general public about historic preservation issues, practices, opportunities, it's value and to take an active role in historic preservation efforts. Goal 1 of the Canyon County Historic Preservation Plan is to strengthen preservation efforts including identification and designation with a special action item of "Map Rock Interpretation and Stewardship". Assessment and survey of the Snake River Canyon is needed to meet the goals of the State Preservation Plan, the County Preservation Plan and the desires of the citizens of Canyon County.

Final Products

CLG grant projects should result in a tangible product. Provide a detailed and specific list of the expected final products. Typical products include but are not limited to survey reports and forms; published documents (e.g. walking tour guide); a National Register nomination; or similar. In some cases, the product may be an activity like a lecture or workshop. A short narrative describing the event must be submitted to the SHPO at the completion of the project. The narrative will describe the number of people attending, who composed the audience, and whether the project was carried out according to the proposal.

The selected professional consultant will be required to engage in public outreach and provide a written assessment of survey potential along the Snake River Canyon in Canyon County, along with recommendations for future steps. If funding allows, survey work may begin. Work in this area is expected to be multi-phased as funding and staffing capacity allows.

Project: Snake River Canyon Assessment and Survey

Applicant: Canyon County - HPC

Timetable

Provide an anticipated timetable for carrying out the proposed project. Include significant milestones such as project commencement, issuing of RFPs, public engagement events, any necessary approvals, and projected completion.

June, 2023 - Release RFP and solicit a qualified professional consultant
July-Aug, 2023 - Select a qualified contracting consultant; refine scope of project based on County FY24 budget cycle (Oct. 1-Sept 30)
September 30, 2023 - Interim report #1 due
October 2023- Jan 2024 - Consultant initiates public outreach with private property owners along the Snake River and survey potential assessment
January 2024 - Meeting between County and Consultant regarding project status and direction
February 1, 2024 - Interim Report #2 due
Feb - April - continued public outreach and engagement as needed by Consultant
May 2024 - project assessment and findings regarding public engagement due from Consultant with recommendations for future work
June - August 2024 - possibly initiate survey based on public engagement and funding
September 2024 - Meeting between County, Consultant, and SHPO regarding project status and future direction
February 2025 - Interim Report #3 Due
February - May 2025 - Project completion and Report, documents, and potential survey materials due to SHPO

Key Staff/Personnel

Provide a list of the key staff or personnel who will be involved in the proposed project, including a brief description of the roles and responsibilities for each member. Any anticipated subcontractors to be hired can simply be identified as such (e.g. - "consultant," "architect," "building contractor," et cetera).

Canyon County Board of Commissioners: Chief Elected Officials

Kerri Smith

Pam White

Leslie Van Beek

Canyon County Historic Preservation Commission: reprehensible for advising the BOCC

Vicki Stark: Archaeologist

George DeFord, Jr.: Attorney

Zachary Wesley: Attorney

Bruce Poe: Architect

Nikki Gorrell: Anthropologist (College of Western Idaho)

Justin Vance: Historian (College of Western Idaho)

Nicki Schwend: Archaeologist

Canyon County Historic Preservation Officer

Nichole Schwend: Director of Canyon County Parks, Cultural and Natural Resources

Qualified Historic Preservation Consultant (to be selected)

Attachments (Surveys, A&D, reprinting)

Attach any additional documents in support of this project application. Note: some project types have required attachments; please refer to Chapter VII of the Idaho CLG Grants Manual for details on these requirements.

Have you included any/all attachments for the project?

Yes

No

Project: Snake River Canyon Assessment and Survey

Applicant: Canyon County - HPC

Part B: Project Budget

Applicant: Canyon County - HPC

Project: Snake River Canyon Assessment and Survey

Provide a breakdown of the budget items for this specific project. Include hourly or daily rates for professional fees, costs for specific project items, and any associated travel costs. For any cash matches from the Applicant, please include the source of the matching money (e.g. - CDBG, Idaho Heritage Trust, private donation, et cetera).

Item	Federal Share	Local Match		Total
		Cash	In-Kind	
Qualified Consultant Contract	\$ 10,000.00			\$ 10,000.00
Canyon County HPC Grant Awards		\$ 32,709.00		\$ 32,709.00
CLG Volunteer Meeting Hours			\$ 1,761.48	\$ 1,761.48
Grant Coordinator Hours			\$ 1,428.00	\$ 1,428.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
Subtotals		\$ 32,709.00	\$ 3,189.48	
Totals	\$ 10,000.00	\$ 35,898.48		\$ 45,898.48

**FY23 - Canyon County CLG - Snake River Canyon Assessment and Survey
Canyon County Historic Preservation Grant Funds Match**

Organization	Project	Amount Requested	Amount Recommended	Amount Funded	Award Agreement	Notes
Canyon County Historical Society	Nampa Train Depot Museum Building Mortar Repair/Re-grouting	\$ 32,709.00	\$ 32,709.00	\$ 32,709.00		Agreement not yet executed by both parties

\$ 32,709.00	\$ 32,709.00	\$ 32,709.00
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**FY23 - Canyon County CLG - Snake River Canyon Assessment and Survey
In-Kind Labor Hours**

	Hourly Rate	HPC Members	Hours per Month	Months	Total
HPC	\$ 20.97	7	1	12	\$ 1,761.48
Grant Coordinator	\$ 59.50	1	2	12	\$ 1,428.00
Total In-Kind					\$ 3,189.48

Commission Members:

Nichole Schwend
R. George DeFord, JR
Nikki Gorrell
Justin Vance
Bruce Poe
Zach Wesley
Vicki Stark

Grant Coordinator:

Nichole Schwend

DATED this 5th day of January, 2023.

CANYON COUNTY BOARD OF COMMISSIONERS



Commissioner Leslie Van Beek



Commissioner Keri K. Smith



Commissioner Pam White

ATTEST: Chris Yamamoto, Clerk

By:  _____
Deputy Clerk

ATTACHMENT B: PROJECT DESCRIPTION

The following Projects have been approved for Idaho Certified Local Government Grant funding for FY23:

Project #1: Snake River Canyon Assessment and Survey

**ATTACHMENT C:
PROJECT BUDGET(S)**

Project #1: Snake River Canyon Assessment and Survey

ITEM	FEDERAL \$	LOCAL \$	TOTAL
Consultant Fees	\$10,000	\$0	\$10,000
In Kind Match	\$0	\$10,000	\$10,000
TOTAL	\$10,000	\$10,000	\$10,000

**ATTACHMENT D:
REQUIRED CONDITIONS FOR CLG SUBAGREEMENTS**

The following conditions must be included in any subagreement between the Certified Local Government and any consultant or contractor:

1. Consultant shall complete all work related to this project in accordance with the most recent version(s) of all applicable United States Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation;
2. All billable costs from the Consultant for reimbursement to the Certified Local Government shall be allowable under the most recent version of the United States National Park Service Historic Preservation Grants Manual;
3. Consultant shall complete all work related to this project in accordance with the most recent version(s) of all applicable guidance documents from the Idaho State Historic Preservation Office, including, but not limited to: Consulting with the Idaho SHPO; IHSI Manual of Instruction for Data Entry; ASI Manual of Instruction for Data Entry; the Idaho Certified Local Government Grants Manual; and any other appropriate guidance documents as identified by the Idaho State Historic Preservation Office;
4. Consultant shall complete all work related to the project in accordance with the Grant Agreement between the Certified Local Government and the Idaho State Historic Preservation Office;
5. Consultant shall make all revisions or modifications to submitted project materials as required by the Idaho State Historic Preservation Office.

CANYON COUNTY CONSULTANT AGREEMENT

CANYON COUNTY, IDAHO

THIS AGREEMENT is made this ____ day of _____, 2024, between _____, having a local address _____ (hereinafter "CONSULTANT") and Canyon County, a political subdivision of the state of Idaho, having offices at 1115 Albany Street, Caldwell, Idaho 83605 (hereinafter "COUNTY").

WHEREAS, COUNTY issued a Solicitation of Interests pursuant to procedures provided by Idaho Code Section 67-2805 for the purpose of identifying a Qualified Consultant for Snake River Canyon Preservation Assessment Project (hereinafter "Project"); and

WHEREAS, COUNTY has determined that CONSULTANT's statement of interest was responsive to its needs and that funds sufficient to the purpose of this Agreement have been duly appropriated for expenditure in FY2024; and

WHEREAS, COUNTY entered into Agreement CLG-2023-02 with the State Historic Preservation Office to provide in grant aid from the National Park Service to assist with a portion of costs related to the Project.

NOW THEREFORE, in consideration of the mutual promises contained herein, the Parties hereby understand and agree as follows:

1. PURPOSE:

- 1.1 COUNTY hereby employs CONSULTANT as an independent CONSULTANT to complete and perform the following work:

Consultant work including but not limited to the general and specific duties described in the Solicitation of Interest and its "Attachment B," attached hereto as "Exhibit A" and incorporated fully by reference.

- 1.2 CONSULTANT agrees to provide all materials and services for the project as requested by the COUNTY and in accordance with "Exhibit A" and CONSULTANT's proposal, attached hereto as "Exhibit B" and incorporated fully by reference.

2. CONSULTANT REPRESENTATIONS:

- 2.1 CONSULTANT has become familiar with the work to be performed, the needs of COUNTY and its necessary preservation efforts with public and professional input and involvement.
- 2.2 CONSULTANT meets the Secretary of the Interior's Historic Preservation Professional Qualification Standards. CONSULTANT, familiar with and satisfied as to all federal, state, and local laws and regulations that may affect cost,

progress, and performance of the project. CONSULTANT agrees to comply with all federal, state, city, and local laws, rules and regulations.

- 2.3 The project specifications and this contract sufficiently detail the work required and convey understanding of all terms and conditions for performance and furnishing of the work.
- 2.4 CONSULTANT warrants that all materials and goods supplied under this Agreement shall be of good merchantable quality and that all services will be performed in a good workmanlike manner. CONSULTANT acknowledges that it will be liable for any breach of this warranty.
- 2.5 CONSULTANT represents that neither it nor any of its principals is related to a County Commissioner or other Canyon County official by blood or marriage within the second degree of kindred. CONSULTANT agrees to comply with all federal, state, city, and local laws, rules and regulations.
- 2.6 CONSULTANT understands that COUNTY is exempt from payment of Federal Excise Tax under Certificate No. 82-6000-290 and none shall be charged to COUNTY.

3. COMPENSATION:

- 3.1 COUNTY agrees to pay CONSULTANT for the services described by this Agreement an amount not to exceed the sum of *Dollars (\$*.00).

Twenty-five percent (25%) of such sum shall be distributed upon execution of this Agreement, with the remaining seventy-five percent (75%) distributed monthly in proportion to services performed.

Prior to the first monthly payment, the CONSULTANT shall submit to the County an initial schedule of values allocated to various portions of the work that shall be used as a basis for reviewing the monthly invoices. Monthly invoices shall certify that payment is for work performed in furtherance of the Project and shall reflect a five percent (5%) retainage.

- 3.2 CONSULTANT shall submit their invoices to:

Canyon County Commissioners
1115 Albany Street
Caldwell, Idaho 83605

- 3.3 Subject to Article 8, Sections 3 and 4 of the Idaho Constitution and all other non-appropriation law in relation thereto, COUNTY will duly and punctually pay the amounts to satisfy its obligations required under this Agreement, recognizing that time is of the essence. If non-appropriation occurs, this Agreement shall

automatically terminate and all future rights and liabilities of the parties hereto shall thereupon cease upon CONSULTANT's receipt of original notice from COUNTY informing CONSULTANT of that event.

4. TIME OF PERFORMANCE:

- 4.1 Time is of the essence in the performance of the work as specified in this Agreement.
- 4.2 Upon execution of contract, CONSULTANT will start project within _____ to _____ business days and thereafter complete the project no later than _____, 2025. Any unforeseen stoppages of work beyond CONSULTANT's control will require the completion date to be modified.

5. INSURANCE:

- 5.1 CONSULTANT agrees to obtain and keep in force during its acts under this Agreement insurance, including but not limited to a comprehensive general liability insurance policy in the minimum amount of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate, which shall name as additional insured and protect CANYON COUNTY, and its officers, agents and employees, from and against any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with CONSULTANT's acts.
- 5.2 CONSULTANT shall provide proof of liability coverage as set forth above to COUNTY prior to commencing its performance as herein provided, and require notify COUNTY ten (10) days prior to cancellation of said policy.
- 5.3 CONSULTANT shall maintain in full force and effect worker's compensation for CONSULTANT and any agents, employees, and staff that CONSULTANT may employ, and provide proof to COUNTY of such coverage or that such worker's compensation insurance is not required under the circumstances.

6. INDEMNIFICATION:

- 6.1 CONSULTANT agrees to indemnify, defend, and hold harmless COUNTY, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of CONSULTANT, CONSULTANT's agents, employees, or representatives under this Agreement.

7. INDEPENDENT CONSULTANT:

- 7.1 The parties agree that CONSULTANT is the independent CONSULTANT of COUNTY and in no way an employee or agent of COUNTY and is not entitled to worker's compensation or any benefit of employment with COUNTY.

7.2 COUNTY shall have no control over the performance of this Agreement by CONSULTANT or its employees, except to specify the time and place of performance, and the results to be achieved. COUNTY shall have no responsibility for security or protection of CONSULTANT supplies or equipment.

8. PERSONNEL AND SECURITY REQUIREMENTS:

8.1 CONSULTANT reserves the right to designate its resources and personnel in every situation. Notwithstanding the above, CONSULTANT shall provide a list of the individuals assigned to the project team to COUNTY.

8.2 COUNTY shall have the right to direct removal of a CONSULTANT employee for cause, if in the opinion of COUNTY, such employee demonstrates non-performance or inappropriate conduct, which jeopardizes security, safety, or other Agreement requirements, or fails to pass the initial jail background check. COUNTY shall provide CONSULTANT with written justification as to the reason(s) for the directed removal.

9. MISCELLANEOUS:

9.1 **CONTROLLING LAW:** The Agreement shall be interpreted, and rights of the Parties determined, under the laws of the state of Idaho. The venue of any claim, litigation, or cause of action between the Parties shall be in the Third Judicial District Court of the State of Idaho in Canyon County.

9.2 **CONTROLLING LAW:** The Agreement shall be interpreted, and rights of the Parties determined, under the laws of the State of Idaho. The venue of any claim, litigation, or cause of action between the Parties shall be in the Third Judicial District Court of the State of Idaho in Canyon County.

9.3 **LEGISLATIVELY MANDATED CERTIFICATION CONCERNING BOYCOTT OF ISRAEL:** CONTRACTOR must select and initial at least one of the following certifications:

Pursuant to Idaho Code § 67-2346, Contractor certifies that it "is not currently engaged in, and will not for the duration of the contract engage in, a boycott of goods or services from Israel or territories under its control." The terms in this section defined in Idaho Code § 67-2346 shall have the meaning defined therein.

Contractor certifies that County's payments under the Contract will not exceed One Hundred Thousand Dollars (\$100,000).

Contractor certifies that Contractor does not employ more than nine persons.

- 9.4 SEVERABILITY: The terms of this Agreement are severable. Should a court of competent jurisdiction decide that any portion of this Agreement is unlawful or invalid, said decision shall only affect those specific sections and the remaining portions of this Agreement shall remain in full force and effect.
- 9.5 ENTIRE AGREEMENT: This is the entire agreement of the parties and can only be modified or amended in writing by the parties.
- 9.6 NON-DISCRIMINATION: Contractor shall not discriminate in any way against any person on the basis of race, color, religious creed, national origin, ancestry, sex, sexual orientation, age, physical handicap, medical condition or marital status in connection with, or related to, the performance of this Agreement.

DATED this _____ day of _____, 2024.

BOARD OF COUNTY COMMISSIONERS
CANYON COUNTY, IDAHO

Commissioner Leslie Van Beek

Commissioner Brad Holton

Commissioner Zach Brooks

ATTEST: RICK HOGABOAM, CLERK

By: _____
Deputy Clerk

CONSULTANT

(name/title)

STATE OF IDAHO)
) ss.
County of _____)

On this _____ day of _____, 2024, before me, a notary public, personally appeared _____, known or identified to me to be the _____ for _____, whose name is subscribed to the within instrument, and acknowledged to me that said corporation executed the same.

(S E A L)

Notary Public for Idaho
Residing at: _____
My Commission Expires: _____