

**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 **Teton County** (DUNS no. **CLG DUNS #1**) ("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: P22AF01252-00) 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 **Historic Preservation Plan** ("Project") for FY22. 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 2021 and end 30 September 2024. Work under this Project shall commence after the Effective Date and shall be completed no later than 30 September 2024. 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 **\$15,000** in CLG Grant funds. Grantee agrees to contribute cash or donated services to the Project in the minimum total of **\$15,000**, 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.

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. Teton 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;

- b. Teton County shall provide the Idaho State Historic Preservation Office a copy of an executed contract with a contractor for completion the Teton County Historic Preservation Plan project 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 at least one (1) of the following fields: Architectural History; Historic Architecture; Historic Preservation; Historic Preservation Planning; or History;
- c. All drafts of the HP Plan shall be submitted to SHPO staff in Word format (no PDFs);
- d. The Teton County Historic Preservation Plan must include an acknowledgement of the National Park Service, as outlined in the Idaho Certified Local Government Grant Manual;
- e. Teton County shall submit an in-progress draft of the HP Plan to SHPO staff on or before 31 January 2024 for review and comment; and
- f. Teton County shall submit a completed draft of the HP Plan to SHPO staff on or before 31 May 2024 for final review and approval.

IDAHO STATE HISTORICAL SOCIETY:

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

Date

GRANTEE: Teton County

Cynthia J. Riegel

 Name

12/19/22

Date

Print: Cyndy Riegel

Title: Chair, Board of County Commissioners

Authorized Representative for Grantee

ATTACHMENT A: APPLICATION



**Idaho State Historic Preservation Office
Certified Local Government Subgrant Application
FY2022**

Application Coversheet

Applicant/Local Government

Name: _____
Address: _____
Address: _____
Telephone: _____
DUNS No.: _____

City/County Staff Contact

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

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

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

Budget Summary

Total CLG Grant request: _____
Total Matching share: _____
Total cost of all project(s): _____
Source(s) of match: _____

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: *Cynthia J. Riegel* Date: _____
City/County Chief Elected Official's signature

Print: _____

Title: _____

Project: _____

Applicant: _____

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.

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 document (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.

Project: _____

Applicant: _____

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.

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).

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 _____

ATTACHMENT B: PROJECT DESCRIPTION

The following Projects have been approved for Idaho Certified Local Government Grant funding for FY22:

Project #1: Historic Preservation Plan

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

Project #1: Historic Preservation Plan

ITEM	FEDERAL \$	LOCAL \$	TOTAL
Consultant Fees	\$15,000	\$1,000	\$16,000
Local Match	\$0	\$13,884	\$13,884
Printing	\$0	\$500	\$500
TOTAL	\$15,000	\$15,384	\$30,384

**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.