

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 **CITY OF MERIDIAN** (DUNS no. **02-845-1367**) ("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: _____) 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 **IDENTIFICATION AND DOCUMENTATION OF HISTORIC RESOURCES** ("Project") for FY21. 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 2020 and end 30 September 2022. Work under this Project shall commence after the Effective Date and shall be completed no later than 30 September 2022.

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 **\$5,000.00** in CLG Grant funds. Grantee agrees to contribute cash or donated services to the Project in the minimum total of **\$5,000.00**, 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 outline below:

- a.** City of Meridian 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.** City of Meridian 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.** City of Meridian shall include, by attachment or reference, the Consulting with Idaho SHPO and IHSI Manual of Instruction for Data Entry guidance documents to any Request for Proposals;
- d.** City of Meridian shall provide the Idaho State Historic Preservation Office a copy of an executed contract with a contractor for completion the Reconnaissance Survey of the survey area 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. 33708, 1997 (36 CFR part 61) in at least one (1) of the following fields: Architectural History; Historic Preservation; or History;

e. City of Meridian shall include a requirement in their contract with the selected consultant that the survey documentation shall comply with the Consulting with Idaho SHPO and the IHSI Manual of Instruction for Data Entry guidance documents;

f. City of Meridian 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. On or before 1 February 2022, City of Meridian shall provide the Idaho State Historic Preservation Office a sample of completed inventory forms for review and comment; this sample shall be comprised of completed forms for the first 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;

h. City of Meridian or their consultant shall present the results of the survey to public at a public meeting or event and shall invite the property owners, residents, and the general public to the presentation;

i. In accordance with the guidance from the National Park Service, all publications, reports, and documents shall be considered property of the SHPO. SHPO reserves the right to edit any publication as necessary. If such edits are necessary, SHPO will provide appropriate credit to the publication's preparer.

IDAHO STATE HISTORICAL SOCIETY:

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

Date

GRANTEE: CITY OF MERIDIAN

Name

Date

Print: _____

Title: _____

Authorized Representative for Grantee

ATTACHMENT A: APPLICATION



Idaho State Historic Preservation Office
Certified Local Government Subgrant Application
FY2021

Application Coversheet

Applicant/Local Government

Name: Meridian Historic Preservation Commission
Address: 33 E. Broadway Ave
Address: Meridian, ID 83642
Telephone: (208)489-0399
DUNS No.: 028-451-367

City/County Staff Contact

Name: Audrey Belnap
Address: 33 E. Broadway Ave
Address: Meridian, ID 83642
Telephone: (208)489-0399
E-mail: abelnap@meridiancity.org

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

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

Budget Summary

Total CLG Grant request: 5,000
Total Matching share: 5,000
Total cost of all project(s): 10,000
Source(s) of match: In-Kind

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: 12-28-20

Print: Robert S. Mison

Title: Mayor

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.

In 2020, the Meridian Historic Preservation Commission hired TAG Historical Research to complete an Intensive Survey on the Meridian Speedway. In their final report, TAG Historical Research concluded that the Meridian Speedway is eligible for listing on the National Register of Historic Places and recommended moving forward with the nomination. With this grant, the Meridian HPC would like to complete the nomination from to list the Meridian Speedway on the National Register.

If awarded, the Meridian HPC would use these funds to hire a consultant to complete the nomination and submit it for review in 2021. This work will follow the Secretary of the Interior's Standards for Registration, fulfill the Meridian HPC's mission to preserve, and bring awareness to local history, and aligns with the Idaho State Historic Preservation Plan's Goal # 3 to "ensure that historic preservation efforts throughout the state... have access to sufficient and sustainable sources of financial support." The knowledge gained by this grant funded research and documented in the process of completing a nomination form will be invaluable and saved in our archives. However, the Meridian HPC also desires to preserve history by educating our citizens in our local history. We plan on sharing the historical information we collect with the public through various methods including social media platforms and publicly posted placards. The Meridian Speedway is a much beloved fixture in our City and we are confident that awareness of its history and the formal recognition of its historical significance will not only be compelling to our residents, but fundamental to our ongoing preservation efforts.

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.

If awarded, the Meridian HPC will submit a completed National Register nomination to the Idaho State Historic Sites Review Board.

Project: Meridian Speedway Nation Register Nomination

Applicant: Meridian 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.

A historical research consultant will be hired by May 1, 2021 to complete the nomination form.

The nomination will be completed, approved by the Meridian HPC, and submitted to Idaho State Historic Sites Review Board by December 31, 2021.

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).

Audrey Belnap- staff liaison for the Meridian HPC, coordinate documentation, contracting, and payment to the consultant
Historical Research Consultant- complete nomination form to submit to the Idaho State Historic Sites Review Board
Meridian Historic Preservation Commission- review and approve work completed by consultant

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

Applicant: Meridian HPC

Applicant: Meridian HPC

Project: Meridian Speedway Nation Register Nomination

Item	Federal Share	Local Match		Total
		Cash	In-Kind	
State Historic Preservation Office	5000			5000
Meridian Historic Preservation Commission			5000	5000
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
Subtotals		0	5000	
Totals	5000	5000		10000



Mayor Robert E. Simison

City Council Members:

Treg Bernt
Joe Borton
Luke Cavener

Brad Hoaglund
Jessica Perreault
Liz Strader

December 31, 2020



**Local Match for State Historic Preservation Office Grant:
In-Kind Source Calculations**

Audrey Belnap, Arts & Culture Coordinator

During grant timeline February 1, 2021 through December 31, 2021

25% of full time hours dedicated to supporting the Meridian Historic Preservation Commission

Total: \$10,080 (without benefits calculated)

Meridian Historic Preservation Commission

During grant timeline February 1, 2021 through December 31, 2021

Average of 19 hours per month at the volunteer rate for the State of Idaho (\$20.97)

Total: \$4,180

Total In Kind Contribution: \$14,260



ATTACHMENT B: PROJECT DESCRIPTION

The following Projects have been approved for Idaho Certified Local Government Grant funding for FY21:

Project #1: Identification and Documentation of Historic Resources in Meridian

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

Project #1: Identification and Documentation of Historic Resources

ITEM	FEDERAL \$	LOCAL \$	TOTAL
Consultant fees	\$5,000	\$0	\$5,000
Local match	\$,0	\$5,000	\$5,000
TOTAL	\$5,000	\$5,000	\$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.