

## 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 **Kootenai County** (DUNS no. **078207404**) ("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. Kootenai 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. Kootenai County shall provide the Idaho State Historic Preservation Office a copy of an executed contract with a contractor for completion the Kootenai 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 Kootenai County Historic Preservation Plan must include an acknowledgement of the National Park Service, as outlined in the Idaho Certified Local Government Grant Manual;
- e. Kootenai 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. Kootenai 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: Kootenai County

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Authorized Representative for Grantee

**ATTACHMENT A: APPLICATION**



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

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**Application Coversheet**

**Applicant/Local Government**

Name: Kootenai County Historic Preservation Commission  
Address: PO Box 9000 CDA ID 83816-9000  
Address: \_\_\_\_\_  
Telephone: 208.446.1608  
DUNS No.: 078207404

**City/County Staff Contact**

Name: Jody Bieze  
Address: PO Box 9000 CDA ID 83816-9000  
Address: \_\_\_\_\_  
Telephone: 208.446.1608  
E-mail: jbieze@kcgov.us

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

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
E-mail: \_\_\_\_\_

**Budget Summary**

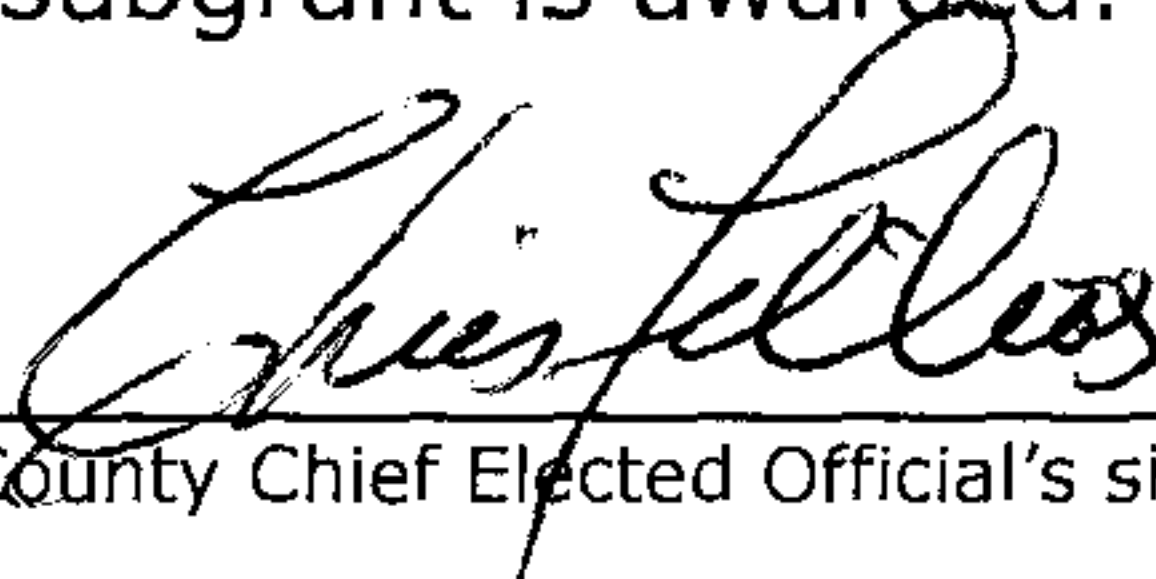
Total CLG Grant request: \$15,000  
Total Matching share: \$15,000  
Total cost of all project(s): \$30,000  
Source(s) of match: In Kind (Staff, Commission, Volunteer Time)

**Please provide a more detailed budget breakdown on the attached budget form.**

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**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: 11/30/21

Print: Chris Fillios  
Title: Chairman

Project: Countywide Historic Preservation Audit / Plan

Applicant: Kootenai County

## 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 KCHPC is seeking grant funding for a qualified historic preservation planning consultant to prepare a revised and updated countywide Historic Preservation Plan (HPP). The consultant would prepare the plan with input from the KCHPC, staff, residents, historians, planners, the Coeur d'Alene Tribe, and SHPO. The final document will be made available to the public and Kootenai County officials for review, approval, and inclusion in the Kootenai County Comprehensive Plan and / or local ordinances. Kootenai County's last HPP was completed in approximately 2010 and lacks goals, recommendations, or current data. Conducting an audit of historic resources, obtaining input from citizens, businesses, and historians, and establishing goals for the future is critical because of rapid population growth. Further, the HPP will identify, prioritize, and guide the preservation efforts of the KCHPC and Kootenai County officials by establishing a 10-year planning path. The HPP will outline priorities for identifying, evaluating, registering, and treating historic properties according to the Sec. of the Interior's Standards for Preservation Planning. This 10-year plan will guide the activities of the KCHPC on an annual basis, making our efforts more valuable, efficient, and productive, as well as reflective of the needs of Kootenai County citizens. The plan will be evaluated every five (5) years.

There are a multitude of historic resources in Kootenai County, and some are documented on the NRHP and previous historic studies in Kootenai County. However, many resources are not documented, evaluated, or even discovered. Kootenai County's history is complex due to the rise of the lumber/mining industries, steamboat and train transportation, agricultural production, and lake and river settlements. Kootenai County is uniquely intertwined with the history of Coeur d'Alene Tribe. As a result, there are a number of historic sites and cultural resources that should be identified, documented, evaluated, and potentially preserved. The HPP would audit and recognize current resources, and use the information to inform future goals and recommendations.

The HPP will align with the Idaho Historic Preservation Plan goals by: keeping decision makers and the public informed and knowledgeable about historic preservation issues, practices and values; using current and future best practices, and technology; identifying sources for of financial support related to historic preservation; and ensuring proper documentation of archaeological resources per State standards. The plan will meet the Sec. of Interior's Standards for "preservation planning."

### 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.

The deliverable is a Historic Preservation Plan for Kootenai County that informs the Kootenai County Comprehensive Plan and Local Ordinances. The plan would be reviewed every 5-years. The HPP will include:

- Summary of historic resources and studies;
- Overview of Kootenai County's historic context;
- Summary of issues and concerns based on input from citizens, historians, planners, the business community, experts, city and county officials, the Coeur d'Alene Tribe, and SHPO;
- Goals, recommendations, priorities, and strategies for the KCHPC's future efforts;
- Identification of future sources of financial support;
- Reference information including maps, the Kootenai County Historic Preservation Code, and a survey of the National Registration of Historic Places Nomination Forms and Places in Kootenai County

The HPP will be made available to the public in both hard copy and electronic versions, and submitted to the KCHPC and Kootenai County Commissioner's for review. After completion, the HPP will be incorporated into the Kootenai County Comprehensive Plan as part if the next update.



Project: Countywide Historic Preservation Audit / Plan

Applicant: Kootenai County

### 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.

Mid-February 2022: Awards Announced

June 1, 2022: Project Start Date

June 2022: KCHPC issues RFP/RFQ for a qualified historic preservation planner to prepare the HPP

July 2022: Consultant selected and contract completed for HPP; First meeting with consultant and KCHPC / staff to discuss detailed scope of work, approach, role of KCHPC, timeline, and outreach efforts.

August 2022: Public meeting #1 to receive input and direction on HPP; Meetings with local historical societies

Aug-Sept 2022: Work begins on interim report based on community input & scope of work; review of existing resources, studies, and preservation efforts.

September 2022: Interim Report #1 submitted to KCHPC and updates made

September 30, 2022: Interim Report #1 submitted to SHPO for review

October 2022: Revisions made to draft plan based on feedback.

November 2022 - January 2023: continuation of community outreach and audit / review of existing resources, studies, and preservation efforts.

January 2023: Interim Report #2 submitted to City and updates made

February 1, 2023: Interim Report #2 submitted to SHPO

February - April 2023: Continued updating of draft plan with feedback from SHPO; continued public outreach and meetings

May 2023: Report presented to the KCHPC and Kootenai County Officials for review and discussion

May 31, 2023: Project Completion and Publication Drafts submitted to SHPO.

June-August 2023: Review and Revision Period.

September 2023: Final Product and Reimbursement Request Submitted to SHPO

September 2023: Final Countywide HPP issued, presented to the public and available on county website, notifications to the community through press release, social media, and other channels.

### 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).

Historic Preservation Commission Members:

Walter Burns, (historic restoration, planning & preservation, City of Coeur d'Alene HPC, meets NPS quals)

Laurie Mauser (M.A., RPA Archaeologist, meets Sec. of Interior, ISHPO quals)

Jonathan Mueller (landscape architect, historic preservation, City of Coeur d'Alene HPC, meets NPS quals)

Russell Brown (Experienced investigator, & Researcher; U.S. Navy Navigator; AA Degree)

Jennifer DeRose (M.A., RPA cultural resource specialist, meets Sec. of Interior, ISHPO quals)

Joseph Piedmont (B.A. History, M.B.A, meets NPS quals)

Courtney Beebe (B.A. History, Juris Doctorate, meets NPS quals)

Consultant: Historic Preservation Planner that meets NPS Professional Qualification Standards (clearly identified in the RFP / RFQ)

County Staff, including Jody Bieze our appointed grant administrator.

### 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: Countywide Historic Preservation Audit / Plan

Applicant: Kootenai County

**Part B: Project Budget**

**Applicant:** Kootenai County

**Project:** Countywide Historic Preservation Audit / Plan

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	
Consultant Contract	\$ 15,000.00			\$ 15,000.00
Labor Hours (County Staff/KCHPC)			\$ 15,000.00	\$ 15,000.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
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				\$ 0.00
				\$ 0.00
<b>Subtotals</b>		\$ 0.00	\$ 15,000.00	
<b>Totals</b>	<b>\$ 15,000.00</b>	<b>\$ 15,000.00</b>		<b>\$ 30,000.00</b>

## **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**

<b>ITEM</b>	<b>FEDERAL \$</b>	<b>LOCAL \$</b>	<b>TOTAL</b>
Consultant Fees	\$15,000		\$15,000
Local Match		\$15,000	\$15,000
<b>TOTAL</b>	\$15,000	\$15,000	\$30,000

**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.