

CANYON COUNTY HISTORIC PRESERVATION SUPPORT AWARD AGREEMENT

THIS AGREEMENT is entered into between Canyon County, a political subdivision of the state of Idaho, herein "COUNTY" and the College of Idaho, Orma J. Smith Museum of Natural History, an Idaho non-profit corporation, herein "NONPROFIT."

WHEREAS, Idaho Code § 31-864 grants the boards of county commissioners in their respective counties authority to levy not more than twelve one-thousandths percent (.012%) on each dollar of market value for assessment purposes of taxable property within the County for the support of county historic societies and historic preservation projects; and

NOW THEREFORE, based on the Recital above, COUNTY and NONPROFIT agree to the following terms:

1. BACKGROUND AND AUTHORITY

This Agreement is entered pursuant to authority granted exclusively by Idaho Code § 31-864.

2. APPLICATION INCORPORATED BY REFERENCE

NONPROFIT's application for COUNTY support is incorporated into this Agreement (and attached hereto as Attachment "A") by this reference and the representations made in the application are binding upon NONPROFIT. If NONPROFIT undertakes activities not represented in the application this Agreement may be terminated pursuant to the terms in section 11 below.

3. SCOPE OF ACTIVITIES

The allocation of support to NONPROFIT by COUNTY must be utilized to achieve and/or perform the identified list of activities set forth in NONPROFIT's application for assistance (Attachment "A"). By accepting the support, NONPROFIT agrees to perform all activities identified in its application. The activities in the application undertaken pursuant to this Agreement shall hereinafter be referred to as "PROJECT." The major components of the approved PROJECT include, but are not limited to, the following: State of Idaho Dinosaur Exhibit.

4. AWARD DISBURSEMENT

- (a) The NONPROFIT shall be solely responsible for all work performed and all expenses incurred under this Agreement.
- (b) COUNTY will make support award disbursement NONPROFIT for approved, eligible and necessary expenditures under this Agreement upon approval of NONPROFIT's request for disbursement by COUNTY.
- (c) The total amount Idaho Code § 31-864 support awarded to NONPROFIT will not exceed \$5000.
- (d) A copy of the project budget is included as Attachment "A" to this Agreement and by this reference is made a part of this Agreement and is binding upon NONPROFIT.
- (e) If the actual total cost of completing the project is less than has been projected by NONPROFIT in the budget (Attachment "A"), COUNTY may, at its discretion, reduce the

CANYON COUNTY HISTORIC PRESERVATION
SUPPORT AWARD AGREEMENT

amount to be provided to NONPROFIT under this Agreement in proportion to the overall savings.

- (f) The COUNTY will not make Idaho Code § 31-864 support disbursements to NONPROFIT for any expenses not included in the approved budget or not clearly and accurately supported by NONPROFIT's records.
- (g) COUNTY reserves the right to withdraw a commitment for any support which remains unobligated after September 30, 2027.
- (h) Idaho Code § 31-864 levy is assessed and collected twice per year; therefore, the disbursement of the support award is contingent on availability of actual revenue collected. Support disbursements shall occur in accordance with a schedule set by the Canyon County Auditor and delays may result for failure to follow the Auditor's schedule or from the unavailability of funds.

5. REQUEST FOR SUPPORT DISBURSEMENT

Request for Idaho Code § 31-864 support disbursements pursuant to section 4 above shall be in the form of an invoice to COUNTY from NONPROFIT. The invoice shall indicate the expenditure made by NONPROFIT towards project, the date of the expenditure, and be supported by itemized receipts for the purchase or service provided to NONPROFIT. If no expenditures were made at the time of request, NONPROFIT shall support the request for disbursement with substantial documentation indicating how the support disbursement funds will be used. Required documentation will be determined by the COUNTY.

6. SECRETARY OF THE INTERIOR'S STANDARDS

NONPROFIT agrees to ensure that all work performed related to the PROJECT conforms to all applicable guidance from the COUNTY, direction provided by the State Historic Preservation Office, and to the Secretary of the Interior's Standards (Attachment "B")

7. REPORTING

NONPROFIT shall provide COUNTY and COUNTY's Historic Preservation Commission with progress and completion reports using the Progress Reporting Form attached as Exhibit "B." The progress reports shall include documents to support any expenditures made towards the PROJECT, if any were made. Reports are due by the dates identified in Exhibit "B."

8. IDAHO NONPROFIT STATUS

NONPROFIT represents that it is registered a nonprofit corporation with the state of Idaho and shall remain an active nonprofit corporation with a primary mission listed in Idaho Code § 31-864 for the pendency of this Agreement. NONPROFIT agrees that a failure to maintain its Idaho nonprofit status will result in termination of this Agreement pursuant to section 11 below.

9. EFFECTIVE DATE AND TIME OF PERFORMANCE

This Agreement becomes effective on October 1, 2026, and ends on September 30, 2027. No costs incurred by NONPROFIT prior to October 1, 2026, are eligible for use of the support award under this Agreement. No costs incurred by NONPROFIT after September 30, 2027 are eligible for support award under this Agreement.

10. DEADLINE EXTENSION

A one-time extension of this Agreement may be granted by COUNTY if request in writing by the NONPROFIT prior to September 1, 2027. To be eligible for this extension NONPROFIT must demonstrate to the satisfaction of COUNTY that the project is progressing at a rate that completion is achievable within the extension period. This extension may not exceed one-year from September 30, 2027. No further extension shall be granted.

11. NON-APPROPRIATIONS

COUNTY's obligations under this Agreement shall be contingent upon COUNTY appropriating the necessary funds for payment to NONPROFIT during the term of this Agreement. In the event that funds upon which this Agreement is dependent are not appropriated or are withdrawn, this Agreement is terminated and COUNTY incurs no further liability or penalty to NONPROFIT.

12. TERMINATION

If COUNTY determines that NONPROFIT has failed to satisfactorily carry out its responsibilities under this Agreement, COUNTY may revoke NONPROFIT's authority to draw against the awarded funds described in this Agreement until NONPROFIT remedies the deficiency. If NONPROFIT fails to remedy the deficiency within a reasonable time COUNTY may terminate this Agreement.

In the event NONPROFIT is unable to comply with the terms and the conditions of this Agreement, any costs incurred will be NONPROFIT's sole responsibility.

13. OWNERSHIP

It is expressly agreed that the COUNTY's sole involvement in the PROJECT is in support from the Idaho Code § 31-864 levy, that the COUNTY shall acquire no interest in the PROJECT, NONPROFIT's property or improvements to NONPROFIT's property covered by this Agreement, and that the COUNTY shall not bear any liability for NONPROFIT or PROJECT.

14. LIABILITY

The COUNTY shall assume no liability for the acts, omissions to act or negligence of NONPROFIT, its officers, agents, or employees; nor shall NONPROFIT exclude liability for its own acts, omissions to act, or negligence to the COUNTY. NONPROFIT hereby agrees to be responsible for any injury or property damage resulting from any activities conducted by NONPROFIT, its officers, agents, or employees.

15. INDEPENDENT OF COUNTY

The parties agree that NONPROFIT is in no way an employee or agent of COUNTY and is not entitled to workers compensation or any benefit of employment with COUNTY. COUNTY shall have no control over the performance of this Agreement by NONPROFIT or its employees. NONPROFIT agrees to pay and be responsible for all taxes due from the compensation received under this Agreement.

16. INDEMNIFICATION

NONPROFIT 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 NONPROFIT, NONPROFIT's officers, agents, or employees under this Agreement.

17. INSURANCE

NONPROFIT agrees to obtain and keep in force during its acts under this Agreement a comprehensive general liability insurance policy in the minimum amount of \$1,000,000 which shall name and protect NONPROFIT, all NONPROFIT's employees, 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 the NONPROFIT's acts. NONPROFIT shall provide proof of liability coverage as set forth above to COUNTY.

18. WORKER'S COMPENSATION

NONPROFIT shall maintain in full force and effect worker's compensation for NONPROFIT and any agents, employees, and staff that NONPROFIT may employ, and provide proof to COUNTY of such coverage or that such worker's compensation insurance is not required under the circumstances.

19. COMPLIANCE WITH LAWS

NONPROFIT agrees to comply with all federal, state, city, and local laws, rules and regulations. It is agreed that the NONPROFIT is responsible to obtain all necessary permits; follow applicable bidding laws; keep accurate records of expenses for audit purposes; construct all improvements according to mutually agreed upon construction standards and all applicable state, local, or federal codes and maintain improvements to be open and safe for public use, without regard to one's race, gender, national origin, religion, or disability.

20. GOVERNING LAW

This Agreement shall be construed in accordance with, and governed by, the laws of the State of Idaho. Any action brought pursuant to this Agreement shall be filed in the Third District Court, Canyon County, Idaho.

21. LEGISLATIVELY MANDATED CERTIFICATION CONCERNING BOYCOTT OF ISRAEL

NONPROFIT must select and initial at least one of the following certifications:

☐ Pursuant to Idaho Code § 67-2346, NONPROFIT 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.

 ☒ NONPROFIT certifies that COUNTY's payments under the Agreement will not exceed One Hundred Thousand Dollars (\$100,000).

☐ NONPROFIT certifies that NONPROFIT does not employ more than nine persons.

22. LEGISLATIVELY MANDATED CERTIFICATION CONCERNING COMPANIES OWNED OR OPERATED BY THE GOVERNMENT OF CHINA

Pursuant to Idaho Code § 67-2359, NONPROFIT hereby certifies that it "is not currently owned or operated by the government of China and will not for the duration of the contract be owned or operated by the government of China." The terms in this section defined in Idaho Code § 67-2359 shall have the meaning defined therein.

23. SEVERABILITY

Should any term, provision or paragraph of this Agreement be held in a court of law to be invalid, it is recognized by the parties herein that such determination shall not invalidate any of the remaining provisions of this Agreement.

24. ASSIGNMENT

Neither party may make any assignment of the rights, duties, or obligations of this Agreement to any other entity without the written consent of the other party.

25. MODIFICATION

This Agreement may be amended at any time by mutual agreement of the parties. Before any amendment is valid, it must first be reduced to writing and signed by both parties.

26. ENTIRE AGREEMENT

This is the entire agreement of the parties and can only be modified or amended in writing by the parties.

DATED this 29th day of Oct, 2026

BOARD OF CANYON COUNTY COMMISSIONERS

X Motion Carried Unanimously
____ Motion Carried/Split Vote Below
____ Motion Defeated/Split Vote Below

[Signature]
Commissioner Leslie Van Beek

[Signature]
Commissioner Brad Holton

Commissioner Zach Brooks

Yes

No

Did Not Vote

[checkmark]

X

ATTEST: JESS URRESTI, CLERK

By: [Signature]
Deputy Clerk

NONPROFIT:

DATED this 9th day of Oct, 2026

By: [Signature]
(Representative signature)

Its: Director of Grants
(Representative title)

CANYON COUNTY HISTORIC PRESERVATION
SUPPORT AWARD AGREEMENT

CANYON COUNTY HISTORIC PRESERVATION FUNDING APPLICATION



Applicant Information:

Applicant Organization: Orma J. Smith Museum of Natural History
 Organization's Address: 2112 Cleveland Blvd. City: Caldwell ID Zip Code: 83605
 Organization's Website: https://collegeofidaho.edu/academics/museum/
 Organization's Email: ojismuseum@collegeofidaho.edu
 Contact Name: Ashley Ferguson Title: Project Manager
 Contact Address: 2112 Cleveland Blvd. City: Caldwell ID Zip Code: 83605
 Daytime Phone: 2084595057 Cell Phone: 2082937653 Email: a Ferguson@collegeofidaho.edu

Project Information:

Project Name: State of Idaho Dinosaur Exhibit
 Project Location Description: Orma J. Smith Museum of Natural History, College of Idaho Campus, Boone Hall
 Project Address: 2112 Cleveland Blvd. City: Caldwell ID Zip Code: 83605

Amount Requested: \$5,000.00 Match Amount Committed: \$2,500.00

(Match not required)

Summarize the overall grant project in one sentence: (300 character limit)

The Orma J. Smith Museum of Natural History will design, create, and install an exhibit highlighting the dinosaur of the State of Idaho to increase both STEM and historical educational opportunities for all community members.

It is hereby mutually agreed and understood that if awarded, the use of these funds will be for the purposes stated in this document only and any award will be subject to the terms of the current Canyon County's Support Award Agreement, which shall be signed by the parties prior to the distribution of any funds.

Digitally signed by Ashley Ferguson

Date: 2026.04.30 13:11:35 -0600

Project Manager

Signature of Authorized Representative

Title

04/30/2026

Date

Typed or Printed Name

Attachment A

COUNTY HISTORIC PRESERVATION FUNDING APPLICATION

Attach additional sheets if necessary. Please also attach (1) letter of commitment for maintenance, (2) letters of commitment for any grant matches, (3) any letters of support, (4) your IRS determination letter for 501(c)(3) status and (5) documentation that your organization is incorporated as an Idaho nonprofit corporation

Please address all appropriate questions 1 through 10 and complete the proposed budget work sheet.

1. How does this project address a historic preservation issue in Canyon County? (1500 character limit)

The Orma J. Smith Museum (OJSM) of Natural History is home to a large collection of fossil material and other unique specimens and artifacts which represent the history of Idaho, as well as the unique location of Canyon County. This national treasure is a local museum with worldwide influence and reach.

During the Cretaceous period, when Idaho's state dinosaur roamed the earth, the Snake River Plain was instead covered in vast mountains. After millions of years of tectonic forces and changes in climate, the Snake River Plain formed from massive volcanic eruptions, and large melting ice sheets buried what is now Canyon County in a vast lake known as Lake Idaho. Lake Idaho is a major geological feature that played a foundational role in shaping the landscape, biodiversity, and environmental conditions of southwestern Idaho.

This exhibit will:

- Interpret the Late Cretaceous and Lake Idaho ecosystems and their significance to the region.
- Highlights Idaho's prehistoric biodiversity.
- Provides a scientifically accurate and intriguing representation of the state dinosaur and other fossils.
- Expand the county's historical narrative to include ancient natural history.

This project will align directly with the goals of preserving and interpreting Canyon County's cultural and historical resources.

2. Describe the urgency of this project due to potential resource damage or other impacts that may cause an opportunity to be lost. (1500 character limit)

Oryctodromeus cubicularis, or "Orycto", was designated as the dinosaur for the State of Idaho in 2023. This small, burrowing herbivore lived about 98 million years ago during the Cretaceous Period and is notable for raising their young in underground burrows, with fossils found in eastern Idaho.

The scientific diorama of Orycto will provide an engaging, educational experience that connects visitors to Canyon County's prehistoric past, expanding the understanding of regional history beyond human settlement to include the natural forces and ecosystems that shared the area.

In addition to highlighting the new state dinosaur, the diorama also provides an opportunity to fully display, curate, and preserve various plant and animal fossil holdings that are currently being housed in non-archival wood cabinets. Their current storage is not sustainable and will damage historic artifacts about our state's natural history if not preserved.

3. Describe your project. Include any drawings, plans, photos, schedules, proof of ownership of the project property, and compliance with applicable laws (American with Disabilities Act, National Environmental Policy Act and Uniform Building Code, etc.). (2000 character limit)

The exhibit will feature an in-kind donated scientifically accurate 3D-printed dinosaur model displayed within a detailed diorama that includes fossil replicas and plant life representative of the Idaho Late Cretaceous ecosystem and additional displays on the time between the dinosaurs and the animals of today, including Lake Idaho. Interpretive signage will provide educational context on Idaho's geological history, fossil record, and ecological development from 100 million years ago to today.

The project will create an engaging, educational experience that connects visitors to Canyon County's prehistoric past, expanding the understanding of regional history beyond human settlement to include the natural forces and ecosystems that shaped the area.

The other phase of the project is to add new and improved components to the fossil exhibit. This would be completed by replacing an old display case with a new one that has UV-protected glass and a gasket to prevent dust and debris. Fossils from the Challis area will be preserved in the new exhibit worthy cabinet, providing context to the exhibit.

The other cabinets in the exhibit will be reorganized to have the specimens displayed in chronostratigraphic order to show the public the changes in the landscape and taxa throughout time. This would include new signs, maps, and text describing North American during each specific period from the Cretaceous to today. This would include fossil plant specimens from Sucker Creek with representative modern plants from the H. M. Tucker Herbarium and fossils from Lake Idaho.

4. How did you plan this project? (Did you use consultants? Who are the consultants and their qualifications? Did you get financial bids/quotes? Do you have applicable training pertaining to the project?) (1500 character limit)

This project was planned with the input and coordination of many stakeholders including PhD level natural scientists from various disciplines (i.e. paleontology, biology, environmental science, geology, etc.). The experts will develop, with scientific accuracy, the interpretive design of the new exhibit proposal and will provide ongoing consultation through the project life cycle.

Consultants from Idaho Carpentry and Woodworking provided the design for the new display case and provided a quote of \$4,000 for this piece. Other stakeholders consulted during the planning of this project include external stakeholders in both public and private K-12 educational institutions in the Treasure Valley. These external science teachers provide oversight for state-wide curricula requirements for STEM learning to ensure opportunities for educational learning and credit.

5. Why is this project needed and how does it benefit the citizens of Canyon County? (1500 character limit)

This project is needed to better preserve the state's fossil legacy and to improve the public's understanding of that legacy. A new exhibit will allow the museum to update educational materials to provide better outreach to the public about life in Idaho from millions of years ago to today, and how understanding that history can help inform our choices in the future.

The exhibit provides measurable and lasting benefits to the citizens of Canyon County. The educational impact of the project is one positive outcome as we will increase student engagement in STEM topics. It will enhance understanding of paleontology and regional history, and will provide integration with schools and university curricula.

Community engagement is another outcome from this project. With over 2,500 visitors annually, a new exhibit will increase museum visitation and provide greater accessibility for rural and under served populations. The project provides opportunities for family-based learning experiences as well as outreach opportunities to local schools and agencies.

Finally, the project will provide an impact through institutional advancement. By highlighting a new and historic exhibit, the museum reaffirms its role as the regional educational hub for natural history science and research. The new exhibit will also provide a forum for enhanced collaboration between academic departments both on and off campus.

6. If this application is part of a multi-year, phased project please include information about the use of past award funds and include a complete and detailed plan of future phases and financial needs through to project completion with an anticipated time-line of these phases. (Describe the long-term plan and requirements of this project.) (1500 character limit)

In the future, we would like to write additional grants to replace wooden cabinets in the museum with archival-safe cabinetry so the diorama and related elements can be safely rotated in and out of the exhibit as needed. Future exhibit expansions are planned through other pending grant funds, visitor contributions, grants, and development funds. More modern displays and exhibits will make the museum's material more accessible to the public, especially those of elementary school age or younger. This could include new technology for more interactive exhibits and more hands-on options for kids to learn about natural history.

7. Will a fee be charged to the public to use your project when completed? If yes, explain. (800 character limit)

Yes. The museum is currently free to visitors but is in the process of implementing an admission fee. The proposed prices are \$4 for general admission and \$2 for those 5 years or younger and senior citizens. Discounts would be available for those seeking a tour.

8. How will the resulting project be available to the citizens of Canyon County? (What is the availability plan? How often will it be available? How will people be made aware that it's available?) (800 character limit)

The exhibit will be available to the public whenever the museum is open as well as by appointment as requested. Information regarding the construction and completion of the exhibit would be included on the museum's website and on the museum's various social media sites (i.e. Instagram, Facebook, X, etc.).

9. If your project is located within a museum or restricted facility, please answer the following questions:

- Regular Hours of Operation:

Monday - Friday, 10 am to 3 pm

- Total Hours per year the facility is available to the public:

1,145 hours per year

- Number of visitors per year:

~2,500-3,000

• **How is availability publicized:**

The museum has a website on The College of Idaho website and has a Facebook page.

10. If this application is one of multiple applications, please indicate the priority for this application below:

$\odot_{1^{st}}$ $\odot_{2^{nd}}$ $\odot_{3^{rd}}$ $\odot_{4^{th}}$



**Canyon County Historic Preservation Funding
Budget Request FY2027**

Project Organization: Orma J. Smith Museum of Natural History

Project Name: State of Idaho Dinosaur Exhibit

Project Components	(A) Grant Request	(B) Match Amount Committed	(C) Total Cost
Custom Exhibit Display Cabinet	\$4,000	\$0	\$4,000
Older Display Cabinet Refinishing	\$500	\$300	\$800
Dino Skeleton (in kind)		\$2,000	\$2,000
Supplies (i.e. signage, poster board, paint, etc.)	\$500		\$500
Other (i.e. advertising, marketing, flyer creation, etc.)		\$200	\$200
Totals	\$5,000	\$2,500	\$7,500

*Columns $A+B=C$.

***Round to the nearest dollar and percentage. Please be sure to check your addition.**

Internal Revenue Service
P.O. Box 2508
Cincinnati, OH 45201

Department of the Treasury

Date: NOV 30 2007

THE COLLEGE OF IDAHO INC
2112 CLEVELAND BLVD
CALDWELL ID 83605-4432

Person to Contact:
Valda Singleton
ID# 31-03018
Toll Free Telephone Number:
877-829-5500
Employer Identification Number:
82-0200906

Dear Sir or Madam:

This is in response to the amendments to your organization's Articles of Incorporation filed with the state on October 12, 2007. We have updated our records to reflect the name change from ALBERTSON COLLEGE OF IDAHO INC to THE COLLEGE OF IDAHO INC, as indicated above.

Our records indicate that a determination letter was issued in October 1929 that recognized you as exempt from Federal income tax. Our records further indicate that you are currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records also indicate you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section 509(a)(1) and 170(b)(1)(A)(ii).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,

Cindy Westcott

Cindy Westcott
Manager, Exempt Organizations
Determinations

CANYON COUNTY HISTORIC PRESERVATION COMMISSION
PROJECT COMPLETION REPORTING FORM

Date	
Nonprofit Corporation Name	
Contact Person/Title	
Address	
Phone/Email	
Project Title	
Support Amount	
Agreement #	
Project Deadline	September 30 th , 2007

Describe the steps taken towards the completion of this Project below:

Date of Project Completion

Describe any future needs associated with this Project below:

Please provide this project completion report no later than September 30th, 2007, and include pictures and all documents to support any expenditures made towards this Project.

Via Mail:
Canyon County
ATTN: BOCC / Jenen Ross
1115 Albany St.
Caldwell, ID 83605

Via Email: HPC Grant Closeout Report
jenen.ross@canyoncounty.id.gov

EXHIBIT B

Federal Register

Thursday
September 29, 1983

Part IV

Department of the Interior

National Park Service

Archeology and Historic Preservation;
Secretary of the Interior's Standards and
Guidelines

PROJECT EXTENSION REQUEST

A one-time extension of Project Agreements may be granted by the COUNTY if requested in writing by the NONPROFIT prior to the original agreement deadline.

Requests for extension are required in writing with a detailed explanation of why an extension is needed; what has been accomplished on the project to date; what is still in need of completion; and an accounting of all expenditures and remaining funds to date.

Project Deadline Extension Request - Detailed:

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Via Mail:
Canyon County
ATTN: BOCC / Jenen Ross
1115 Albany St.
Caldwell, ID 83605

Via Email: HPC Grant Closeout Report
jenen.ross@canyoncounty.id.gov

Attachment B

*Additional pages on file
in the Commissioners Office*

