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 American Legion Post 18, Nampa, 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: Chateau Fascia and Gutters Restoration.

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 $4765.00.

(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

26-168

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 availably 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, it's 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 MADATED CERTIFICATION CONCERNING BOYCOTT OF ISRAEL

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

[X] 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.

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

[X] 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 3rd day of Nov., 2026

BOARD OF CANYON COUNTY COMMISSIONERS

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

	Yes	No	Did Not Vote
Commissioner Leslie Van Beek	V		
Commissioner Brad Holton			
Commissioner Zach Brooks	X		

ATTEST: JESS URRESTI, CLERK

By: D. Hoff
Deputy Clerk

NONPROFIT:

DATED this OCT day of 22, 2026.

By: _____
(Representative signature)

Its: COMMISSIONER
(Representative title)

FY2027

CANYON COUNTY HISTORIC PRESERVATION FUNDING APPLICATION

Applicant Information:

Applicant Organization: American Legion Post 18, Nampa

Organization's Address: 1504 2nd St. S City Nampa ID Zip Code: 83651

Organization's Website:

Organization's Email: AMERICANLEGIONNAMPA@GMAIL.COM

Contact Name: Jay Erb Title: Building Grant Coordinator

Contact Address: PO Box 848 City: Nampa ID Zip Code 83651

Daytime Phone: 208-202-8410 Cell Phone: Email: j_l_erb@yahoo.com

Project Information:

Project Name: Chateau Fascia and Gutters Restoration

Project Location Description: American Legion Chateau building

Project Address: 1504 2nd St S City: Nampa ID Zip Code: 83651

Amount Requested: 4765.00 **Match Amount Committed:**

(Match not required)

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

The American Legion Chateau requires replacement of most (64 LF) of the fascia boards along the roofline. The building also requires the replacement and extension of gutters and downspouts (10) to move rainwater and snowmelt away from the foundation and split-level windows.

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.

Signature of Authorized Representative

Title

Typed or Printed Name

Date

Attachment A

FY2027

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 'Chateau' Fascia boards and Gutters Restoration ensures the safe and continued use of one of the oldest, continually active, community centers in the state of Idaho. This unique architecture, built in the French Revivalist - style is on the National Register and is still in use by Post 18 and several other community organizations, such as the VFW and several religious congregations. The building's preservation ensures decades of safe, fun activities in a setting that depicts Nampa history back to 1930! The completion of this project will protect the paint, foundation and community members from the ill effects of inclement weather.

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)

A near century of use since its construction, the 'Chateau' has been marked by time. Some of the fascia boards have decayed and some are merely rotted. The original gutters were not placed correctly and not all areas that should have gotten gutters did. Some of the remaining gutters are attached to the decaying facia boards. The lack of gutters puts the foundation at risk, and the running rainwater can seep through the split-level windows and cause the stucco on the inner walls to stain.

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)

Proof of property ownership and legal compliances has been provided for previous Grants dating back to 2020.

Utilizing the original roof beams, the contractor, Double-L Construction, will replace the decayed or rotted fascia boards and hang proper gutters and downspouts according to current codes.

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 is the fifth in a 6-step plan to revitalize the American Legion's Chateau and recover from water damage caused by a leaky roof (that has been replaced). The consultants for this step are Double-L Construction (Lloyd Cox). This is the fifth step. Previous steps were: Chateau water damage (2020), Chateau water mitigation (2021), Chateau Lower Level North (2022) and Main Hall Sanctuary Ceiling (2024).

Prior grants were awarded to assist in the above restorations.

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

The Chateau is owned and operated by the American Legion Post 18, Nampa Idaho and its' 280 members.
Other veterans, youth organizations and non-profit groups that benefit from this center are:
The Veterans of Foreign Wars (VFW) and its' 160 members;
American Legion Riders -20+ members;
The Young Marines (an after school youth program) 20 members;
Youth Shooting program (an after school youth program) 10 members;
Nampa American Legion Baseball - 4 local teams hosting regular season, local and state tournaments;
Local Red Cross (Blood Drives);
Several church organizations combining for about 80 members.

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)

This is Step 5 of a 6 Step program. Steps 1 - 4 have been successfully completed for interior repair and refreshing of the Chateau using local construction companies, contractors and architects as mentioned in Block 4. This project will help support the Chateau's foundation and protect interior and exterior walls, paint and windows from degradation due to inclement weather.

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

The American Legion Post 18 collects building operation fees from the veteran groups. No fees are charged to the youth programs or the Red Cross. The nominal fees are for utilities and non-funded maintenance. No profits are generated and building funds are kept in a separate account.

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)

In addition to Block 5 usage:
Every Thursday is a Coffee Klatch - (Typically retired veterans) Coffee social
Every Thursday evening is an Open House - Typically a general veteran social time
Every Monday through Friday, 12 - 4 there is a lunch served Open to the general public
Private rentals upstairs in the Main Hall for weddings, birthdays,quincinieras and private reunions

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

- Regular Hours of Operation:

Monthly meetings (American Legion, VFW, Am. Legion Riders)
Thursday AM veteran coffee social, Thursday PM veteran Open House social, Monday thru Friday mid afternoon lunches, Also on holidays and pre/post parades

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

1500

- Number of visitors per year:

3000+

- How is availability publicized:

Typically via social media (Facebook, Post web page), texts, email and flyers.

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

◉ 1st ○ 2nd ○ 3rd ○ 4th

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 30th, 2027**

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 <u>September 30th, 2027</u>, and <u>include pictures and all documents to support any expenditures</u> 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

PROJECT EXTENSION REQUEST

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

Requests for extension are <u>required in writing</u> 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:

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

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

Attachment B

Additional pages on file in the Commissioners Office