

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the "Agreement") is entered into this _____ day of _____, 2018, by and between TAG Historical Research and Consulting, an a/b/n of The Arrowrock Group, Inc., an Idaho corporation located in Boise, Idaho, (the "Consultant"), for itself and its heirs, executors, administrators, related entities and assigns and the City of Pocatello, ("CLIENT").

RECITALS

WHEREAS, the CLIENT is in need of professional services to assist with the completion of Phase I of a city-wide comprehensive Historic Preservation Plan;

WHEREAS, the Consultant has agreed to perform consulting work to assist the CLIENT with the foregoing needs and other related activities as described herein;

NOW, THEREFORE, for good and valuable consideration, the parties hereby agree as follows:

1. Consultant's Services. Consultant shall be available and shall provide the CLIENT professional services as described in the Proposal attached hereto as **Exhibit A**, and incorporated herein by this reference as if set forth in full ("Consulting Services").

2. Consideration.

2.1 In consideration of the Consulting Services to be performed by Consultant under the Agreement, the CLIENT shall pay Consultant an amount not to exceed \$3,200.00. ("Project Fee").

2.2 The CLIENT shall pay the full amount of the Project Fee upon acceptance of the Consultant's final report.

3. Independent Contractor. Nothing contained herein or any document executed in connection herewith, shall be construed to create an employer-employee, partnership or joint venture relationship between the CLIENT and Consultant. Consultant is an independent contractor and not an employee of the CLIENT. The consideration set forth in Section 2 shall be the sole consideration due Consultant for the services rendered hereunder. It is understood that the CLIENT shall not withhold any amounts for payment of taxes from the compensation of Consultation hereunder. Consultant shall not represent itself to be or hold itself out as an employee of the CLIENT and Consultants acknowledges that it shall not have the right or entitlement in or to any of the pension, retirement or other benefit programs now or hereafter available to the CLIENT's regular employees. Any and all sums subject to deductions, if any, required to be withheld and/or paid under any applicable state, federal or municipal laws or union or professional guild regulations shall be Consultant's sole responsibility.

4. Confidentiality. In the course of performing the Consulting Services, the parties recognize that the Consultant may come in contact or become familiar with information which the CLIENT may consider confidential. Consultant agrees not to discuss or divulge to anyone other than appropriate CLIENT personnel or their designees any information formally designated by the CLIENT as “Confidential.”

5. Term. This Agreement shall commence on March 1, 2018, and shall terminate on May 31, 2018,, 2018 unless earlier terminated by either party hereto. Either party may terminate this Agreement upon thirty (30) days written notice.

6. Consultant’s Taxpayer I.D. Number. Consultant shall provide the CLIENT with its Taxpayer I.D. Number prior to receipt of any payment.

7. Representations and Warranties. The Consultant shall make no representations, warranties, or commitments binding the CLIENT without the CLIENT’s prior written consent.

8. The Waiver. Failure to invoke any right, condition, or covenant in the Agreement by either party shall not be deemed to imply or constitute a waiver of any rights, condition, o covenant and neither party may rely on such failure.

9. Notice. Any notice or communication permitted or required by this Agreement shall be deemed effective when personally delivered or deposited, postage prepaid, in the first class mail of the United States properly addressed to the appropriate party at the address set forth below:

Notices to Consultant:
Elizabeth Jacox, Secretary/Co-Owner
TAG Historical Research & Consulting
P.O. Box 7333
Boise, ID 83707-1333
ejacox@taghistory.com

Notices to Client:
Terri Neu, Assistant Planner
City of Pocatello
P.O. Box 4169
Pocatello, ID 83205-4169
tneu@pocatello.us

10. Enforceability. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, the remainder of the Agreement shall remain in full force and effect and shall in no way be impaired.

11. Miscellaneous


11.1 Entire Agreement and Amendments. This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof, and replaces and supersedes all other agreements or understandings, whether written or oral. No amendment or extension of this Agreement shall be binding unless in writing and signed by both parties.

11.2 Governing Law, Severability. This Agreement shall be governed by the laws of the State of Idaho. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.

WHEREFORE, the undersigned parties have executed this Agreement as of the date first written above.

TAG HISTORICAL RESEARCH
& CONSULTING
a/b/n of The Arrowrock Group, Inc.

By: _____
Its: _____

APPROVED BY LEGAL
Date 3/5/10 Atty 
Comments _____

CITY OF POCA TELLO, a municipal
corporation of Idaho

BRIAN C. BLAD, Mayor

ATTEST:

RUTH E. WHITWORTH, City Clerk

STATE OF IDAHO)
 : ss
County of Ada)

On the ____ day of _____, 2018, before me, the undersigned Notary Public personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed in her authorized capacity, and that by her signature on the instrument TAG Historical Research & Consulting (a d/b/a of The Arrowrock Group, Inc.), executed the instrument.

IN WITNESS THEREOF, I have hereunto set my hand and seal the day and year in this certificate above written.

NOTARY PUBLIC FOR IDAHO
Residing in _____
My commission expires _____

STATE OF IDAHO)
 : ss
County of Bannock)

On this ____ day of _____, 2018, before me, the undersigned, a Notary Public in and for the State, personally appeared Brian C. Blad and Ruth E. Whitworth, known to me to be the Mayor and City Clerk, respectively, of the City of Pocatello, and acknowledged to me that they executed the foregoing instrument for and on behalf of said municipal corporation and that said municipal corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the date and year in this certificate first above written.

NOTARY PUBLIC FOR IDAHO
Residing in Pocatello, Idaho
My commission expires: _____



Scope of Work Historic Preservation Plan, Phase 2, City of Pocatello

The City of Pocatello has received grant funding from the Idaho State Historic Preservation Office through the Certified Local Government grant program to prepare a City-wide comprehensive Historic Preservation Plan that will integrate preservation into the City's ongoing economic development initiatives. It is the City's intention that the preservation plan be a strategic document that lays out actions and policies to preserve and prevent the loss of irreplaceable historic resources while simultaneously positively impacting the local economy. Specifically, through this process the City intends to identify strategies to:

- Promote preservation as a tool for revitalizing Pocatello's unique neighborhoods and historic areas;
- Engage the community in historic preservation efforts;
- Enhance local tourism and cultural activities;
- Identify organizational capacity beyond the City to implement preservation activities;
- Establish clear, predictable, and objective review processes for landmarking buildings and issuing certificates of appropriateness;
- Provide appropriate guidance to elected and appointed officials when making development decisions that could affect the character of the community; and
- Strengthen the City's existing historic preservation program.

In 2016, the City contracted with TAG Historical Research & Consulting to draft the historic preservation plan. TAG's proposal included breaking the project into 2 phases. Phase 1, which included data collection and analysis reflecting Pocatello's past efforts at historic preservation. The results and a draft plan based on those findings, was completed in 2016. This scope of work covers Phase 2 of the project.

TAG's original proposal included Community Outreach as a task for the consultant; however in further discussions with the City, it was determined that the City would complete that task, which includes facilitating a public meeting. Information collected at the meeting will be conveyed to TAG and incorporated the information into a final draft of the plan.

The proposed preservation plan will move beyond general policy guidance and identify specific strategies and initiatives to effectively implement preservation goals and objectives of the Comprehensive Plan.

P.O. Box 7333
Boise, Idaho 83707
208-338-1014
www.taghistory.com



Project Components Phase 2—Consultant

Plan Development and Adoption

- Develop a range of strategies to preserve and enhance historic resources and address the objectives identified under the Project Description (see page 1).
- Address important questions such as when and where it may be appropriate to demolish historic buildings, and what resources must be protected to maintain the community's unique historic and architectural character.
- Prepare a draft plan to be reviewed by City staff and local officials.
- Present a proposed final plan to the Historic Preservation Commission and City Council for review and approval.

Project Components Phase 2—City of Pocatello

Community Outreach

- Conduct interactive meetings with the public and City officials to provide an opportunity for stakeholders to identify local issues and opportunities for historic preservation and comment on draft plan documents. Outreach activities are intended to establish a common vision and identify community preservation goals.

Ongoing Project Management

- Collect and package pertinent background data and local preservation materials for delivery to the selected planning consultant.
- Coordinate with the selected consultant on a regular basis to schedule public meetings, prepare meeting summaries and other duties as agreed upon.
- Direct the preparation of and provide planning support in the development of the draft Historic Preservation Plan.
- Conduct ongoing grant administration to ensure compliance with CLG grant program requirements.
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Methodology

Phase 2 tasks will be completed between March 1 and April 30, 2018

Tasks—Phase 2 March-April 2018

Task 1: Community Outreach

- Conduct interactive meetings with the public and City officials to provide an opportunity for stakeholders to identify local issues and opportunities for historic preservation and comment on draft plan documents. Outreach activities are intended to establish a common vision and identify community preservation goals. No more than three meetings with the public will be scheduled, two before the plan is drafted, with an option for a third public meeting when the plan has been finalized and adopted by the City of Pocatello.

Task 2: Plan Development and Adoption

- Develop a range of strategies to preserve and enhance historic resources and address the project objectives described in the general project description.
- Address important questions such as when and where it may be appropriate to demolish historic buildings, and what resources must be protected to maintain the community's unique historic and architectural character.
- Prepare a draft plan to be reviewed by City staff and local officials.
- Present a proposed final plan to the Historic Preservation Commission and City Council for review and approval, an optional public meeting may be scheduled in addition to present the plan once it has been approved and accepted by the City of Pocatello.

Suggested Work Timeline, Phase 2

Step 1 Public meeting scheduled for March 31, facilitated by City of Pocatello staff.

Step 2 Results of public meeting will be shared with the consultants via telephone or email.

Step 3 Public meeting outcome will be incorporated into the draft plan, along with any additional suggestions from the Pocatello Historic Preservation Commission. If needed, TAG will travel to Pocatello for a scheduled meeting with the Pocatello Historic Preservation Commission or its representatives to present the plan and discuss it. The budget includes a travel estimate for staying 2 nights in Pocatello, depending on the meeting schedule and any follow up to be completed in Pocatello, the total may be reduced to a single night.

Step 4 Submit completed products and final billing to Pocatello City by May 15th.

Project Personnel

Barbara Perry Bauer (M.A., Public History) is a historian specializing in community and local history, historic preservation, and environmental history. Ms. Bauer has extensive experience in public history projects and public exhibits. A founding member of TAG Historical Research & Consulting (a/b/n The Arrowrock Group, Inc.) she has been a principal investigator with the company since 1993. With a special interest in the history of neighborhoods and urban development, she has been the project manager for historic site surveys in Pocatello, Caldwell and Ada County and has given public presentations on local and neighborhood history. She has extensive knowledge of Pocatello City history and architecture and with Elizabeth Jacox, has written several house histories of Pocatello residences. She will serve as the project manager.

Elizabeth Jacox (B.A., History) has broad experience in the organization,

management, and use of archival collections. She has more than 25 years of experience in the field of historical research. She worked at the Idaho State Historical Society Library & Archives for fourteen years, where she was responsible for managing the historic photograph collection and assisting the public with research in special collections and archives. She joined TAG Historical Research & Consulting in 1995. She has served as project manager for historic site surveys in Nampa, Pocatello, Weiser and Hailey and coordinated a records management project for the Idaho Department of Lands.

Budget estimate—Includes a possible meeting as described in Task 2

Description	Project Admin/Mtgs	8	\$65.00	\$520.00
	Research, Writing, editing	30	\$65.00	\$1,950.00
			Total	\$2,470.00
Expenses	Travel Expenses (1 trip)			
	Mileage	500 miles	.53/mil	\$265.00
	Lodging, 2 nights	\$90/night	\$180.00	\$180.00
	Per Diem, 2 people, 3 days (\$45x2x3)	\$45.00	6	\$270.00
			Total	\$715.00
		Project	Total	\$3,185.00

Equal Employment Opportunity Policy Statement

TAG Historical Research & Consulting (a/b/n of The Arrowrock Group, Inc.), is committed to equal employment opportunity to all qualified persons without regard to race, color, creed, religion, age, gender, national origin, ancestry, marital status, disability or any other protected status. We are committed to this policy by the laws of our country and by our own value system.

Our policy of Equal Employment Opportunity applies to all aspects of employment at TAG Historical Research & Consulting, including hiring, compensation, promotion, transfer, training and disciplinary action. It is also our policy to conduct all business without regard to age, race, color, religion, gender or national origin.