

February Meeting Agenda

Sawtooth Interpretive & Historical Association

Location: Virtual

Date: **February 16, 2023**

Call-in Details: (253)205-0468, Meeting ID: **840 1320 7476**, Passcode: **465795**

Time: **10a – 12p**, Mountain Time

or join by **Zoom** link - <https://us02web.zoom.us/j/84013207476?pwd=dGV6c2NSRHZuNFM3L3lOZE91VTRXdz09>

Participants

Officers	Stewart Wilder <i>President</i>	Terry Clark <i>Vice-President</i>	Secretary 😊	Liesl Scherthanner <i>Treasurer</i>	Gary Gadwa <i>Past President</i>
Directors	Ed Cannady	Paul Hill	Bernice Hartz	Amy Jones	Jenny MacNichol
Directors	Roland Miller	Becky Obletz	Dave Pinney	Caitlin Straubinger	
Others in attendance	Erica Cole <i>Business Manager</i>	Lin Gray <i>Executive Director</i>	Sarin Lomascolo <i>SNRA Liaison</i>	Kathy Atchley <i>C/T Liaison</i>	

Agenda Item	Discussion (topics, key points, etc.)	Action Required	Responsible	Time
Call to Order/Roll Call			Stewart	
Review of Consent Agenda & Minutes of previous meeting	Discussion/Motion to approve		Stewart	2 min
OPEN TOPICS/UPDATES/REPORTS				
• President's Report		Discussion	Stewart	5 min
• SNRA Liaison's Report	Introduction to new Partnership Coordinator	Discussion	Sarin Lomascolo	5 min
• C/T Liaison's Report	FS activities	Discussion	Kathy Atchley	5 min
• Finance Report	Treasurer's Update	Discussion	Liesl	10 min
• Membership Update	Membership/Outreach	Discussion	Caitlin	5 min
• Outlets Update	Sales/Operations	Discussion	Erica	10 min
• Preservation Comm Update	Oral Histories	Discussion	Committee	5 min
• Executive Comm Update	Board Vacancies	Discussion	Committee	10 min
• FLS Comm Update	2023 schedule/line-up	Discussion	Lin/Committee	10 min
• Executive Director's Report	Review/Updates: Hiring, Grants, Projects	Discussion	Lin	15 min
• Center for the Sawtooths	Progress report, Donation Agreement, next steps	Discussion Action Item	Stewart	30 min
• Round Table/Open Topics		Discussion		10 min
Next Meeting	April 20, 2023 – 10am-12pm MST Location: Virtual and TBD		Stewart	
Adjournment				
Rember Letter IDEL Volunteer Position Review				

SIHA Treasurer's Report for Board Meeting Feb. 16, 2023 (updated 2/14/2023)

Summary of data from January 1 – December 31, 2022.

This report is the last report we'll have prior to switching to Quickbooks Online, thus the format may change a bit. We have finalized our working agreement with Financial Manager, Ken Carlsen, and thank him for his last few years of service to SIHA. We will now be working with a Challis accountant, Hansen Business Services, and the on-line platform will allow our Financial Committee to be better informed with access to real-time information. As we get more settled in this new system, our wonderful Business Manager, Erica Cole, will take on more of the data tracking responsibility. The Finance Committee is confident (and excited) that we're headed in a good direction; both Erica and Lin have done a lot of greatly-appreciated work towards this transition. You'll see that Lin had additional details regarding this transition in her ED report.

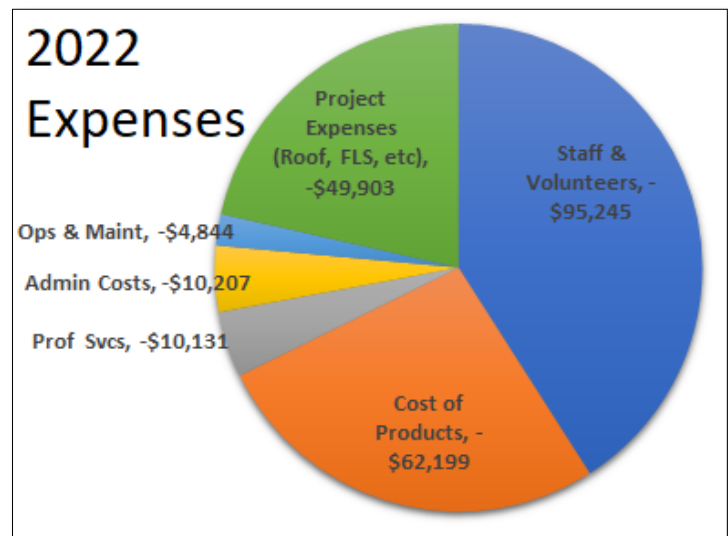
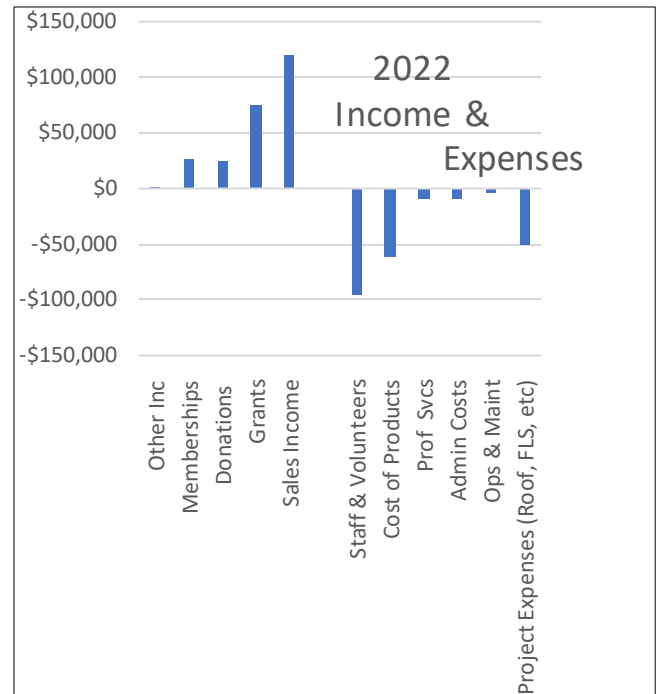
Our Income Statement and Financial Status are on the following pages. As predicted, we had a boost in membership payments after our November newsletter mailout. That, along with grants targeted and solid sales during the operational season, the year ended well. We still need to develop the area of donations, particularly identifying some larger donors. Ultimately, we still operate on a year-by-year basis and it would be ever-so-nice to become a more financially secure.

For now, however, we can take a breath and be proud of our 2022 accomplishments. Good work and thanks to all!

As we look forward to the upcoming 2023 season, note the Budget Summary on the next page. Proposed adjustments are presented to accommodate changes in the way we pay our summer crew.

As always, please let me know if you have any questions or comments on anything presented.

Respectfully resubmitted,
Liesl Scherthanner
SIHA Treasurer, 2.14.2023



SIHA Income and Budget Summary

Account Category		2023	2023	2022	2022 as	2022	2021	2020	2019
		Proposed Change Feb'23	Budget Approved Dec '22	Budget	% of Budget	Actual	Actual	Actual	Actual
Earned Income						<i>As of 12/31/22</i>			
Interest Inc		20.00	20.00	100.00	17%	16.81	15.97	82.05	110.61
Total Sales Income		100,950.00	100,950.00	100,000.00	121%	120,881.82	107,777.61	72,471.90	117,601.54
Other Inc		30.00	30.00	100.00	25%	25.00	0.00	200.00	175.00
Non-Earned Income		109,650.00	107,250.00	163,000.00	84%	137,504.77	117,946.77	76,810.98	109,552.72
Donations		25,000.00	25,000.00	60,000.00	40%	24,131.09	27,966.02	15,273.59	50,319.90
Fund Raisers		13,650.00	13,650.00	21,000.00	51%	10,619.81	3,803.20	1,500.00	6,359.93
Grants		55,400.00	53,000.00	75,000.00	100%	75,320.00	62,206.00	35,080.00	43,000.00
Memberships		15,600.00	15,600.00	7,000.00	392%	27,433.87	23,971.55	24,957.39	9,872.89
TOTAL INCOME		210,650.00	208,250.00	263,200.00	98%	258,428.40	225,740.35	149,564.93	227,439.87
EXPENSES									
Administrative Expenses		7,480.00	7,480.00	10,580.00	96%	10,206.96	6,878.94	9,294.12	11,586.56
Operations & Maintenance		5,020.00	6,020.00	5,950.00	81%	4,844.46	5,031.06	5,509.90	6,956.18
Staff, Volunteers, & Contractors		128,650.00	119,850.00	120,050.00	88%	105,375.93	85,417.40	78,251.34	81,960.66
Accounting Services		6,000.00	6,000.00	9,000.00	92%	8,291.00	8,041.00	8,000.00	7,363.24
Business Manager		20,000.00	20,000.00	16,000.00	66%	10,540.00	0.00		
Board Expenses		500.00	500.00	500.00	107%	536.50	1,468.05	14.99	556.80
Education		1,500.00	1,500.00	900.00	42%	381.52	29.50	100.00	0.00
Exec Director		49,644.00	49,644.00	43,800.00	100%	43,800.00	37,440.04	37,020.04	29,297.56
Payroll Taxes		4,006.00	4,006.00	6,000.00	56%	3,366.05	3,361.35	3,268.02	6,020.96
Payroll Other/Wkman'sComp		300.00	300.00	150.00	172%	258.00	150.00	150.00	4,934.04
IT Services/Website Mgt		1,500.00	1,500.00	2,500.00	74%	1,840.00	30.00	469.15	833.57
Outlet Manager		0.00	0.00	1,000.00	20%	200.00	6,500.00	5,700.00	4,961.75
Summer Program Coordinator		15,600.00	15,600.00	0.00	0%	0.00	<i>was lead naturalist (~\$9000-12000)</i>		
Other Professional Svcs		2,500.00	2,500.00	0.00	0%	0.00	0.00		
Travel (primarily Milage)		1,500.00	1,500.00	1,300.00	215%	2,794.87	195.40	552.46	813.62
Seasonal Staff		41,000.00	32,200.00	38,700.00	86%	33,367.99	28,102.06	22,780.16	27,179.12
Salaries		38,900.00	30,300.00	37,800.00	83%	31,511.36	27,127.61	22,330.86	27,014.30
Training		400.00	400.00	400.00		in other	271.85	195.60	40.00
Other (Supplies)		1,700.00	1,500.00	500.00	371%	1,856.63	702.60	253.70	124.82
Staff & Volunteers Other		200.00	200.00	200.00	0%	0.00	100.00	196.52	0.00
Cost of Products		65,000.00	65,000.00	72,100.00	86%	62,199.25	60,101.68	45,456.24	65,483.58
Capital Expenditures		900.00	900.00	800.00	0%	0.00	1,515.83	0.00	232.59
Contributions Granted		2,000.00	2,000.00	2,377.31	0%	0.00	669.98	0.00	13,080.00
Project Expenses		17,000.00	17,000.00	72,000.00	69%	49,903.26	18,967.12	8,383.35	32,476.14
Clerk's Cabin -- on Hold		0.00	0.00	20,000.00	3%	501.50	286.00	500.60	5,147.65
Forum and Lecture		3,000.00	3,000.00	3,000.00	73%	2,193.86	2,478.39	1,486.07	1,474.83
Interpretive Displays		12,000.00	12,000.00	5,000.00	0%	0.00	39.93	4,997.67	0.00
Museum Artifact Protection		0.00	0.00	not budgeted	0%	0.00	2,000.00	1,008.06	0.00
Museum Roofs		0.00	0.00	42,000.00	98%	41,075.00	0.00		0.00
Office Building		0.00	0.00	not budgeted	0%	0.00	0.00	228.45	24,033.86
Oral History		2,000.00	2,000.00	2,000.00	20%	391.04	232.49	162.50	1,084.88
Project Other		0.00	0.00	not budgeted		Obsidian	3,725.00		0.00
Special Events		0.00	0.00	not budgeted		SalmonFest	2,016.86	445.54	734.92
Other (TBD/Misc)		1,600.00	0.00	0.00		0.00	0.00		0.00
TOTAL EXPENSES		227,650.00	218,250.00	283,857.31	82%	232,529.86	178,582.01	146,894.95	211,775.71
Balance of Accounts		(17,000.00)	(10,000.00)	(20,657.31)		25,898.54	47,158.34	2,669.98	15,664.16
Adjustme									
Building Funds		0.00	0.00						
Sho-Ban Interpretive Signs		10,000.00	10,000.00						
Oral History Funds		2,000.00	2,000.00						
Transfer from FLS Funds		3,000.00	3,000.00						
Wildland Funds		1,000.00	1,000.00						
Trail Map Funds		1,000.00	1,000.00						
Balance After Transfers		0.00	7,000.00						

SIHA FINANCIAL STATUS	As of	12/31/2021	12/31/2022
Current Assets			(rev 2/14/23)
Checking/Savings			
U.S. Bank Checking		\$21,829.91	\$78,138.52
Money Market		\$200,002.73	\$140,019.54
PayPal			
Cash Account		\$1,199.41	\$47.63
Cash Banks		\$225.00	\$0.00
Total Checking/Savings		\$223,257.05	\$218,205.69
Undeposited Funds		\$18,241.50	\$33,646.19
Inventory		\$47,282.61	\$58,208.04
Total Current Assets		\$288,781.16	\$310,059.92
Liabilities			
Current Liabilities			
Accounts Payable		\$6,243.38	\$248.05
Credit Cards		\$0.00	
Sales Tax Payable		\$135.73	\$473.54
Payroll Tax Liabilities		\$1,637.74	\$1,495.46
Total Liabilities		\$8,016.85	\$2,217.05
Restricted Funds			
Blaine County Rec District Balance		\$0.00	-\$5.00
Building Fund		\$57,826.84	\$59,017.39
Caribou/Targhee		\$36,127.93	\$36,886.99
Forum & Lecture Fund		\$6,261.21	\$4,122.35
Center For The Sawtooths		-\$3,484.77	-\$7,209.77
Oral History Fund		\$4,687.25	\$4,296.21
Redfish Center Fund		\$31,509.48	\$30,581.41
Salmon Festival		\$1,796.20	\$5,279.34
Trail Map Funds		\$1,536.33	\$2,555.83
Wild Land Fund		\$1,377.31	\$1,377.31
Grants for AED's			\$3,100.00
Total Restricted Funds		\$145,667.95	\$140,002.06
Total Unrestricted Funds		\$87,813.75	\$109,632.77

Notes:

Negative numbers are informational.

CeSaw figures are expenses beyond the \$10k allocated by BOD. (Total spent \$17,210)

This report reflects 2022 End-of-Year summary.

Sawtooth Interpretive and Historical Association

Executive Director's Update

February 10, 2023

THANK YOUs and SHOUT OUTs

- Thank you Erica and Liesl for all the extra time you've spend helping review information and structures as we transfer our books to QuickBooks Online.
- I've been working out of the Stanley Ranger Station since November and really appreciate having a winter home. Thanks to Megan and Kirk for making this happen.
- Thanks to John Rember for his thorough and thoughtful letter. While I have read through it, I have not dedicated any time to addressing his suggestions or concerns. It might make the most sense for the Strategic Planning Committee to review and determine next steps.

UPDATES

- The **raft trip drawing** is ongoing. Sales fell off just before the holiday. To date we've sold 103 tickets. I've done some social media posting for Valentine's Day gifting and gotten a few purchases recently. I'm open to any suggestions to get the word out.
- It will take some time to iron out all the details with our new **QuickBooks Online** account, but Erica and I are already seeing the benefits of being able to have access to our books in real time. We are not importing SIHA historic data, but are starting over with a fresh chart of accounts. Our previous books will be archived and accessed as needed. Erica, Liesl, and I have been working with Misty and Julie at Hansen Business Services, based in Challis, to figure out how to best track grant and restricted funds, develop processes for bill paying, tracking donations and memberships, managing SIHA's bookstore inventory and sales, setting up direct deposit and payroll, setting up budgeting tools, and so many other things. Starting in April, financial reports will likely look different than they have in the past. The structure of our books will also look different because we have thoughtfully updated our chart of accounts and classes. We now have the ability to create reports in formats that make sense to you, so be ready to provide feedback as we work to present budget and financial information using our new software.
- Hannah tipped me off to an arrangement between the association she works for right now and the **campground concessionaires**. Each season the campground concessionaires give the association funds to support their work. Melissa, the new SNRA Recreation Specialist, organized a meeting with Recreation Resource Management of America staff (RRMA is the company managing SNRA campgrounds) to discuss this, as well as the possibility of having the camp hosts sell our \$5 maps. I'll be working on an informal funding request to RRMA. At this point I plan to ask for around \$3000 (\$1000/mo.) to help cover the visitor services work we do roving campgrounds and spending time at trailheads. I've also spoken briefly to Melissa and Susan James about future concessionaire permits including an expectation of this kind of support in the agreement itself, but we have a year or two before the current permit expires.
- Items I plan to make time to work on before May: continue improving and updating SIHA's website - specifically with more of our historic photos and oral history content; updating the Museum's operations binder; organizing SIHA's collections records; scheduling the new Forest Supervisor to attend our June board meeting.

PERSONNEL/HIRING

- Over the last couple years, I have mentioned the need to review our naturalist program to determine if we are handling our summer crew and stipends correctly. In December, I reached out to Idaho

Employment Lawyers (IDEL) in Boise to review our summer program and job descriptions to help us determine if we need to change our approach. There have been changes to Federal Labor Standards that better define an 'intern' vs a 'volunteer' vs 'staff'. Unfortunately, these changes do not spell out specifics for nonprofits so in the eyes of labor law we are treated like any other business. Doug Plass (former Stanley resident) reviewed our documents and provided an informal determination based on his research. If we would like a formal memo from IDEL we can request it, but I think his letter (attached) is clear enough not to need additional documentation.

- Our summer crew cannot be considered volunteers or interns because we treat them like staff. We compensate them, have policies for requesting time off, etc., and they participate in making sales (a key distinction in federal guidance).
- I've been crunching the numbers and working with the Executive Committee to determine next steps. We cannot pay less than Idaho's minimum wage, \$7.25/hr. Our cost - including the addition of running payroll and paying FICA taxes - will be approximate \$32,000 to hire a 5-person naturalist crew and the historic specialist. We have time to find the funds needed to do this but we will likely need to amend our 2023 budget to reflect these changes.
- I thought I'd also include an example to show how I reached these numbers. We can discuss in more detail at our meeting if you have questions.

Using a 16 week program to calculate costs – some crew members will likely leave early to return to school (12-15 week range)										
			May	June	July	August	September	FLS hrs	TOTALS	
Wage	\$7.25	/hour	\$290.00	\$1,276.00	\$1,218.00	\$1,334.00	\$580.00	\$130.50	\$4,828.50	16 weeks of work
Federal Tax	8%	up to 10% depending on withholdings	\$23.20	\$102.08	\$97.44	\$106.72	\$46.40	\$10.44	\$386.28	Withheld from wage
State Tax	5.8%	approx. depending on withholdings			\$16.47	\$77.37	\$33.64	\$7.57	\$135.05	Withheld from wage
FICA	7.65%	Social Security and Medicare	\$22.19	\$97.61	\$93.18	\$102.05	\$44.37	\$9.98	\$369.38	Withheld from wage
Net Pay		2 installments on 1 st / 16 th ea. mo.	\$244.62	\$1,076.31	\$1,010.91	\$1,047.86	\$455.59	\$112.95	\$3,948.23	We have advertised the position to receive \$1000/mo.
SIHA's FICA		Additional cost to SIHA	\$22.19	\$97.61	\$93.18	\$102.05	\$44.37	\$9.98	\$369.38	
This is SIHA's total cost = wages + FICA									\$5,197.88	Apprx. cost/person

- This \$32,000 does not include Summer Program Coordinator (SPC) or Museum Docent wages. The SPC is being paid \$15 per hour. I think we need to compensate our Docent more than the remaining crew but have yet to settle on a wage for them.
- **Summer Programs Coordinator** – I have filled our summer lead position. Clare Vergobbi has already begun helping with hiring and I've invited them to our board meeting. Here is the bio they provided for our website. We are lucky to have someone joining us who already has a working knowledge of the SNRA, as well as experience in admin/nonprofits. Welcome Clare!
 - Clare grew up in Salt Lake City and has been visiting the Sawtooths every summer since they were five, a trip they always spent the entire year looking forward to. They are ecstatic to join the SIHA crew this year as the summer programs coordinator. Clare earned degrees in Ecological Restoration and Environmental Studies at the University of Montana and has enjoyed stints working as a wilderness ranger, doing interpretive work for the Utah Department of Natural Resources, and managing an organic farm for Garden City Harvest, a community-based agricultural nonprofit. Clare believes in the importance of community, education, and collaboration as we navigate the challenges of the world together and is excited to be a part of that work in the Sawtooths. They're a fan of a good meal, a good hike, and a good book.
- **Museum Lead Docent** – Megan Nelson is joining SIHA for another summer!! She says this honestly, really, definitely her last. ☺ We are lucky to have her seasoned experience returning to manage the Museum and help with training and mentoring the rest of the crew.

- **Naturalists** – We have had significantly fewer applicants this year. I am hearing this from anyone I ask who is trying to fill positions so I don't think the issue is distribution. At our first application deadline we had 16 applicants (compared to 30 last year). Of those 16 we only were able to hold 9 interviews (7 backed out because they had accepted jobs or didn't return our request for interview). Two more withdrew after the interviews, leaving us 7 applicants to fill 6 positions. I have noticed over the last three seasons that we generally need about 15 applicants to fill those positions because our top applicants choose better paying positions. As of Friday morning two applicants have accepted a position, one has requested more time to consider their options, 3 have declined, and we should hear back from our last applicant by the end of the work day. We'll keep our job posts active. We have time to fill all the positions, but I will start considering what our operations would look like if we are unable to fill all our summer positions.
- **Historic Specialist** – at this time we have had no applicants for our historic specialist position despite sending it to multiple history professors in Idaho and posting it online.
- **Future Planning:** All of this is probably too much information but I wanted to share my thoughts and ideas looking beyond 2023.
 - After reading Doug Plass' letter, I set up a meeting with Northwest Youth Corps. They are a nonprofit that places AmeriCorps volunteers in seasonal positions. Their AmeriCorps program focuses on trail building and conservation/monitoring work, so would not be a good fit for SIHA.
 - However, they also do individual placements for work outside the AmeriCorps scope. We would fit into this program. The main difference from their AmeriCorps program is that the placement program does not include an education award when it is complete.
 - I don't know if other organizations have more flexibility in what their AmeriCorps volunteers do. I'll do some research and try to figure out if we have other options, because I think an education award may be good incentive to recruit crew members.
 - From our conversation, they told me in order to be competitive most positions need to offer around \$450/week and housing. This would be SIHA's cost. Most of their placements are between 12 and 17 weeks, which would work for our summer schedule (this would put SIHA's contribution between \$5400-\$7650 per person).
 - Their timeline for hiring for summer positions is to have job descripts before the end of January. They recruit to fill positions and attend college job fairs.
 - I'll also start to do research on what it would take to partner with a college or university to create a formal intern program.
 - The bottom line is that we need to restructure our staffing to come up with various options to be able to have a full summer crew. In the future it maybe worthwhile to have several different levels/pay schedules. For example: 2 interns who are doing true "job training", 2 AmeriCorps type volunteers, 2 returning naturalists, a lead naturalist and a summer coordinator. Something like this would allow crew members to move up within our organization starting as an intern or volunteer and eventually becoming the lead naturalist or coordinator with more responsibility and better compensation.

GRANTS

To be researched/submitted:

- NFF has new staff after Dani Southard moved on at the first of the year. I'll be reaching out to them to discuss the final year of the Treasured Landscapes program. 2021 we were awarded \$5000 and \$15000 in 2022. I am hoping for a similar amount in 2023 to cover summer crew wages but this is an invitation only grant, so we'll see.
- Q2 License Plate Fund – request to help cover summer crew wages?

- A more thorough list of grants I'll be researching is in the 2023 Priorities Update

Submitted:

- 12/31: License Plate Fund matching grant for Trailhead Portal tents as well as materials to hand out to hikers.

Active Grants:

- Selway-Bitterroot-Frank Church Foundation, wilderness education grant. \$1000 awarded to formalize Trailhead Portals with branded pop-up tents and tablecloths. Waiting to hear from the Sawtooth Society (in the next 10 days) to determine the full budget of this grant. If the above submitted request is funded, we will create two 'stations' if not we'll reduce our scope.
- Sho-Ban Interp Project. **UPDATE:** I met with the Tribe's Language and Cultural Preservation Department (LCPD) twice already in the new year. They have just begun working on content for the Museum and Redfish signs. Our next meeting is March 3rd when I hope they will have some text for us to review. I am scheduled to present this project to the Tribes Cultural Committee on March 7 (weather permitting). This is a group of elders who review these kind of projects before they can be completed. The project will also likely be presented to the Tribe's Business Council (their governing body) by LCPD staff at a later date. I do not know if I'll need to be present for that, but I am hopeful our timeline for this project is now on track.
 - Idaho Humanities Council, major grant cycle. \$5550 awarded for Shoshone-Bannock Interpretive signage/exhibit.
 - Q1 License Plate Fund, \$6500 awarded for Shoshone Bannock Interpretive project
- License Plate Fund for AEDs for the Museum/Redfish for Q3 for \$2100. We have received \$1000 matching funds from the new Stanley Winterfest grant. Total project cost is \$3100. **UPDATE:** AEDs have been on backorder since September. I've put in a call, they currently say (with confidence that I question) that they are receiving a shipment before the end of February. If this happens, I'll be able to complete final reports for our funders.
- Bigwood Roofing completed the museum roof in July. \$12,000 has been reimbursed by the Idaho Heritage Trust. Paperwork has been submitted to USFS Grants and Agreements director for determination on ratification. **UPDATE:** The ratification request has been submitted to the director of Region 4 Grants & Agreements program. Once she reviews it, it will go to the Washington Office policy department for a final determination. I got confirmation this week that it is on the director's desk but that they are overwhelmed with work and cannot provide a timeline for when the request will be reviewed. Ratification requests are usually an internal process within the Forest Service so there is no timeline set for review and completion. I'll follow up in two weeks and continue to do so.
- Val A. Browning Foundation grant, \$25000 award for Naturalist stipends for 2023.
- Sawtooth Festival community grant, \$1000 awarded for reprinting photos and purchasing a handheld document scanner at Stanley Museum. **UPDATE:** I'm working with Roland to print historic photos. Thank you Roland! These funds will be used to professionally frame as many prints as we can.

FLS

- The FLS committee is meeting on Feb. 14 for a progress update.
- In 2023 program start time will return to 5pm.
 - June 30 – Steve Nadeau – Bear Biologist
 - July 14 – Ed Cannady – Travelogue
 - July 28 – Amanda Zink – IHC Speaker – "Multiple Voices, Varied Spaces: Literature and History in the American West," this presentation will provide an overview of the diverse peoples that live

and have lived in Idaho and other parts of the West, with a focus on Shoshone-Bannock women and their writing in a reservation-produced newspaper, The Sho-Ban Tevope, during the 1930s

- August 11 -
- August 25 – Amy Gulick (has confirmed participation but not a date may need to choose the 8th)
- September 8 -
- September 22 – At the Community Library in Ketchum – Topic TBD
- Other speakers we’ve been in contact with but do not have confirmation yet: Geologist from Utah State, Brian Jackson from Boise State

2023 SUMMER SCHEDULE

Fri. May 26	Training Begins (tentative – I’d like to begin early to provide more time for days off during training but will only do this if the whole crew is available to start on the 26 th)
Sat. May 27	Museum Opens weekends
Sun. Jun 4	SIHA Work Day
Wed. Jun 7	Community Clean-Up
Fri. Jun 9	Redfish/Museum Open Daily
Thu. Jun 15	Board Meeting
Fri. Jun 30	FLS beings
Fri. Jul 14	FLS
Sat. Jul 22	History Day
Fri. Jul. 28	FLS
Sat. Aug 5	Smokey Bear’s Birthday
Fri Aug. 11	FLS
Fri. Aug 25	FLS
Sat. Aug 26	Sawtooth Salmon Festival
Mon. Sep 4	Museum Closes Daily Ops - volunteers may be needed to help staff on weekends!
Fri. Sept 8	FLS
Sun. Sep 10	Redfish Closes (maybe for the season, if road construction begins)
Fri. Sept. 22	FLS at Community Library
Sep 9-24	SNRA Clean-up Event
Sep 11 & 25	Museum Work Days

IMPORTANT DATES

- Our next scheduled board meeting is April 20, 2023.

Submitted by Lin Gray

NOTE: If the Center for the Sawtooths moves forward in 2023, we'll need to take some time to thoughtfully consider how it folds in to SIHA's priorities and this list will need to be updated.

Activity		Responsibility	Month								Progress	
			Q1	Apr	May	Jun	Jul	Aug	Sep	Q4		
1. Staffing												
Work to support our staff to benefit both the employees and the organization through staff retention, a livable wage and benefits, and address housing needs. This will support SIHA’s goal to grow our educational programs, visibility, and partnerships.												
1.1	Evaluate short/long term needs/roles within SIHA	Committee?	X	X	X				X	X		
a. Review Strategic Plan to determine needs for 1, 3 & 5 year goals b. Develop incremental org. charts for the next 5 years considering future plans/growth c. Create budget for increases to staff/crew d. Create list of resources other than money needed for increases to staff/crew												
1.2	Formalize staff structure/pay schedule and benefits for SIHA staff		X	X						X		
a. Review Idaho Nonprofit Center’s 2022 Compensation Report b. Develop plan/budget for pay and benefit increases over the next 3-5 years												
1.3	Improve pay and benefits for SIHA staff		X	X						X		
b. Survey current and past crew members to help determine strengths and weaknesses of training/experience c. Review SIHA’s current training program d. Research training opportunities/certifications for interpreters that would add value to SIHA’s intern program												

2. Partnerships ✓

Increase efficacy and efficiency among all organizations, agencies, and individuals working within the Sawtooth National Recreation Area to preserve and protect it.

2.1	Maintain/increase information sharing among partners		X	X	X	X	X	X	X	X	
	<ul style="list-style-type: none"> a. Formalize Trailhead Portals, share with ICL and others. b. Continue participating in Clean-up events c. Determine if SIHA should facilitate regularly scheduled information sharing meetings are worthwhile for area nonprofits and SNRA d. Consider partners when planning new events, projects, programs. 										

4. Communications:											
Enhance the SIHA brand so we are recognized as the go-to resource for natural and cultural history of the Sawtooth and Salmon River country. Increase awareness											
4.1	Develop 3-year outreach campaign		X	X					X	X	
a. Research outreach campaigns for similarly sized orgs. b. Search and engage with PR/marketing professional c. Identify and develop language for board, summer crew, staff to use											
4.2	Build online presence as historic and natural history resource		X	X	X	X	X	X	X	X	
a. Add historic photos and oral histories to new website b. Develop annual social media plan for weekly posts/monthly blogs. Identify/engage content creators outside of summer crew. c. Evaluate further information needs											

Activity		Responsibility	Month								Progress
			Q1	Apr	May	Jun	Jul	Aug	Sep	Q4	
5. Historic Conservation/Interpretation (Preservation) Manage stewardship and maintenance of facilities. Lead historic conservation of important buildings and sites. Maintain archive of artifacts, oral histories, and general area information for access to the public.											
5.1	Review new archive software and update collections records		X	X	X	X	X	X	X	X	
a. Identify/engage local volunteer(s) to help update Past Perfect collections records – add pictures of each item as well as storage location.											
5.2	On Hold: Renew Clerk’s Cabin planning - on hold until we know the outcome of Center for the Sawtooths project		X	X						X	
5.3	Establish online access to oral histories		X	X	X					X	
a. Research software for video editing, identify priority oral histories to share online, clip and upload oral histories to YouTube, embed in new website;											
5.4	Determine future of use of barn storage		X	X	X						
a. Meet with City to determine short/long term need/use of barn storage b. On Hold: Confirm SIHA’s ability to add a storage building to the Museum complex with SNRA: on hold until we know the outcome of Obsidian, which may change how space is used at the Museum											

Activity	Responsibility	Month								Progress
		Q1	Apr	May	Jun	Jul	Aug	Sep	Q4	
6. Education										
Increase reach and improve quality of programs offered. Be know as THE Sawtooth education organization. Be a leader in our community and fields of education										
6.1	Evaluate/diversify FLS content		X	X	X	X	X	X	X	
a. Partner with other nonprofits to hold FLS in WRV and Boise area b. Maintain goal of equal number of men/women presenters c. Work to bring presenters with diverse perspectives/backgrounds										
6.2	Review summer programming/content		X	X			X	X	X	
a. Survey current and past crew members to help determine strengths and weaknesses of program: in development b. Develop budget/plan for changes to summer program schedule in 2023 as well as training schedule in 2023 or 2024										
6.3	Create new content		X			X	X	X	X	
a. Develop a digital version of the Stanley Walking Tour that is easy to download and use on smartphones.										

FOCUS	DESCRIPTION	RESPONSIBLE PERSON(S)	TASKS	DEADLINE	Progress
Finance	2022 Budget	Fin	Review draft - October; final draft for vote by BOD – December Review and adjust if needed at meetings	10/20/2022 12/8/2022	Complete Complete
Personnel	Hire Lead Naturalist	ED	Post job description Dec. 1, open until filled	1/13/2023	Complete
Personnel	Hire Museum Docent	ED	Post job description Dec. 1, open until filled	4/1/2023	Complete
Personnel	Hire 5 Naturalists 1 Historic Specialist	ED SPC	Post job description Dec. 1, rolling deadline – priority by Jan. 9 Interviews rolling; Recruit local volunteers if needed	5/1/2023	In progress
Outreach/ Fundraiser	Participate in Idaho Gives	ED M&O Com	Create/distribute E-Newsletter prior to Idaho Gives March 15 sign-up deadline, week long May 1-4	4/27/2023	
Fundraiser	Redfish Gallery	ED	Recruit artists for gallery Develop marketing plan	5/15/2023	In Progress
Finance	Filing Federal Tax Form 990	Treasurer/CPA ED/BM	Work with new accounting company for smooth transition, file extension, file taxes	11/15/2023 4/15/2023	
Operations	Open Museum	ED MD	Board and or local volunteers needed!	5/27/2023	
Personnel	Training for Seasonal Volunteers	ED/Leads B	First two weeks of season Board called upon as needed to present content	5/26/2023	
Operations	Work Day to prepare buildings for reopening	ED; B Volunteers	Establish work day priorities	6/4/2023	
Event	Community Clean-up	ED	1 st week of June	6/7/2023	
Operations	Open Redfish Center	ED SPC		6/9/2023	
Programming	Forum and Lecture Series Bi-weekly June 30-August 25, 2023 Sept. 8? Sept 22 at Community Library	ED FLS Com	January: develop plan, contact speakers February/March: schedule/confirm speakers April: Design program brochure May: Print program brochure/advertise	6/15/2023	In Progress
Outreach	Coordinate summer crew post to social media/blog posts	SPC	Need volunteers to review blogs before posting	6/30/2022	
Fundraiser	Raffle	ED/Crew B	Determine this year's raffle: 2025 raft trip? Something else?	7/1/2023	
Event	Sawtooth History Day at the Museum	ED Crew		7/22/2023	
Event	Smoke Bear's Birthday Party	ED/Crew		8/5/2023	
Resource Capacity	2024 Draft Budget NEW DATE!	Fin Comm	Draft to board in August for final approval at October meeting.	8/17/2023	
Event	Salmon Festival	ED/Crew IRU		8/26/2023	
Event	End-of-Season SNRA Clean-up	ED/SPC Partners	Multi-week event, 3 rd annual – in conjunction with National Lands Day – Partners include NFF, SawSo, PUG, SNRA, ERC, ICL, IRU, ITA +?	9/1/2023	
Operations	Museum Work Days	ED	Complete building and grounds maintenance on historic site	9/6/2023	
Resource Capacity	Approve 2024 Budget NEW DATE!	Fin Comm	Sept. 11 and 24	10/19/2023	
Outreach	Fall Membership Drive Create and distribute Nov. newsletter	ED M&O Com	Board to review + personalized notes at folding party	10/30/2023	

[illegible]

Focus	Tasks	Responsible Person(s)	Q1	Apr	May	Jun	Jul	Aug	Sep	Q4	Progress
Com	Recruit members at all events/outlets	ED/Crew BM	X	X	X	X	X	X	X	X	
Com	Assign coordinators, plan, organize events	ED/Crew	X	X	X	X	X	X	X	X	
Com	Manage website/keep updated	ED/Crew M&O Com	X	X	X	X	X	X	X	X	
Education	Secure operations grant/donation to operate Redfish Center next FY	ED	X	X	X				X	X	
Partnership	Work with FS Staff to ensure successful year (new, SNRA; Kathy Atchley C/T)	ED/BM	X	X	X	X	X	X	X	X	
Partnership	Cooperate with Sawtooth NRA efforts to improve effectiveness of HQ and SRS reception areas	ED/BM	X	X	X	X	X	X	X	X	
Partnership	Attend FS Department lead meeting: work with SNRA to identify information they want SIHA to focus on during the field season	ED	X	X							
Partnership	Develop relating programs/exhibits as requested by SNRA	ED/Crew				X	X	X	X		
Partnership	Work with SNRA to find housing for Lead/Naturalists/Museum crew	ED	X	X	X						
Preserve	Maintain collection records and input new donations acquisitions at the Stanley Museum	ED/MD	X	X	X	X	X	X	X	X	
Preserve	Conduct, transcribe, upload oral histories	Oral	X	X	X	X	X	X	X	X	
Preserve	Create new exhibit in rotating museum case	MD/ED				X	X	X	X		
Training	Conduct training for SIHA/FS staff on how to market SIHA materials and make sales JUNE + as needed	BM				X					

2023 Committees

Committee	Members (C) indicates Committee Chair Executive Director sits on every committee	Notes
Education	Bernie Hartz, Terry Clark, Roland Miller	
Executive	President (C), Vice-President, Treasurer, Secretary, Past President/Appointed Director	
Finance	Treasurer (C), Business Manager, Stewart Wilder	Prepares annual budget
FLS	Gary Gadwa, Jenny MacNichol, Ed Cannady, Stewart Wilder, Amelia Jones, Becky Obletz, Paul Hill	Meets Dec/Jan each year to begin planning for the next season
Gallery		
Historic Preservation	Gary Gadwa, Terry Clark, Stewart Wilder, Roland Miller, Liesl Schernthanner	
Major Donors		
Membership & Outreach	Caitlin Straubinger (C), Liesl Schernthanner, Stewart Wilder, Erica Cole, Hannah Fake	Reviews emails to members, annual newsletter, ID Gives, etc.
Oral History	Gary Gadwa (C), Becky Obletz, Stewart Wilder	Schedules and carries out oral histories.
Plaque/Dedications ad hoc	Bernie Hartz, Gary Gadwa	
Board Recruitment	Stewart Wilder, Terry Clark, Liesl Schernthanner, Jenny MacNichol, Gary Gadwa, Becky Obletz	Works to fill vacant director positions.
Ad Hoc Salmon Committee	Stewart Wilder, Ed Cannady, Paul Hill, Gary Gadwa, Terry Clark, Caitlin Straubinger	
Strategic Planning	Jenny MacNichol, Terry Clark, Liesl Schernthanner, Gary Gadwa, Stewart Wilder, Bernie Hartz, Roland Miller	
Center for the Sawtooths	Stewart Wilder, Terry Clark, Liesl Schernthanner, Jenny MacNichol, Becky Obletz, Gary Gadwa	

Color Legend:	Code
Completed	
Working on it!	
Not in progress	
Legend:	
Board	B
Executive Committee	Ex
Finance Committee	Fin
Executive Director	ED
Business Manager	BM
Summer Programs Coordinator	SPC
Museum Docent	MD
Oral History Committee	Oral
Membership & Outreach Committee	M&O
Other Committees:	Code
Education Committee	Edu
FLS Committee	FLS
Gallery Committee	Gal
Historic Preservation Committee	Hist
Major Donors Committee	MjD
Plaque/Dedications ad hoc Committee	Plaq
Board Recruitment Committee	Recru
Salmon ad hoc Committee	Salm
Strategic Planning Committee	Strat
Center for the Sawtooths Committee	CeSaw



February 1, 2023

Lin Gray
Sawtooth Interpretive and Historical Association
P. O. Box 75
Stanley, Idaho 83278

Dear Lin,

Below is my analysis of the issues that we identified from our conversation with you. This letter does not represent an exhaustive treatment of these issues. If you would like us to prepare a formal memorandum with a more thorough treatment and citations to all of the applicable law, we would be happy to do so. For now, we hope that the following analysis is useful in structuring how you compensate those people that are brought on for the summer months.

All of this analysis is designed to answer the question of whether the Sawtooth Interpretive and Historical Association's ("SIHA") compensation structure violates Federal or State wage laws. To that end we analyzed the following questions.

Does the Fair Labor Standards Act ("FLSA") apply to SIHA? If so, how?

- **Are the Summer Interns employees?**
 - Yes. Policies and job descriptions indicate they are treated as such. Duties of these people are inconsistent with the definition of volunteers under the FLSA. Stipends are treated as compensation that is given in exchange for a minimum of 40 hours per week of work. The handbook indicates that if a crew member is unable to work, he or she may take unpaid leave. In addition, paid leave of 1 day per summer season is provided. These facts are consistent with the existence of an employment relationship. For true volunteer status under the FLSA, individuals may not generally work in commercial activities such as operating a gift shop or selling other merchandise. The job descriptions for these positions indicate that selling merchandise is a required activity. In addition, volunteer work for non-profits cannot displace the type of work that employees would be paid to perform. For all of these reasons, these positions are that of employees.
- **Is SIHA an enterprise such that the FLSA applies to all of its employees?**
 - No. For SIHA to be a covered enterprise it must generate revenue in excess of \$500,000 per year. And, non-profits must engage ordinary commercial activities to fall within this category. Although SIHA engages in commercial activities, its income is half of that necessary to trigger enterprise coverage.
- **Are SIHA's interns and its Summer Program Coordinator covered individuals?**
 - Probably not. In order for an individual working for a non-profit to be individually covered by FLSA, they must engage more than just occasionally in

interstate commerce. This can involve speaking on the phone, sending emails, or selling goods to persons out of state; or producing goods to be sold out of state. The information provided suggests that such tasks are not part of the regular job duties of these people. If SIHA does a large volume of online or telephone sales, and if these workers are highly involved in such sales, then they would likely be covered employees.

- **Does the Recreational Establishment Exemption apply?**
 - Yes, but only to the extent that overtime need not be paid for 40-56 hours per week of work. Under the FLSA, Seasonal Amusement or Recreational Establishments are fully exempt from the minimum wage and overtime provisions only if they do not operate pursuant to a federal contract on federal land. SIHA operates on federal land with an agreement with the United States Forest Service (“USFS”). However, private entities operating recreation establishments on federal land under a contract with USFS are exempt from the overtime requirements of FLSA for between 40 and 56 hours of work per week. An establishment need not generate all of its income from recreational activities in order to be classified as a Seasonal Amusement or Recreational Establishment. SIHA’s facilities within the Sawtooth National Recreation Area and the fact that SIHA is catering to visitors would seem to qualify it as a Recreational Establishment and thus limit the overtime that must be paid. However, if any SIHA employee fell into this category, minimum wage requirements would still apply.

Thus, the Federal Minimum Wage does not apply to the positions not engaged in interstate commerce, but overtime of one and a half times the normal rate of pay must be paid for work in excess of 56 hours per week. Regardless of the application of other sections of the FLSA, the interns are indeed employees and payments made to them are wages subject to withholding for Social Security, Medicare and state and federal income taxes.

Does Idaho’s Minimum Wage Law apply?

- Yes, the exemptions are much more limited under Idaho’s minimum wage law than under the FLSA. No such non-profit or recreational exemption applies for minimum wages paid. However, Idaho tracks FLSA overtime exemptions, so overtime need not be paid for work less than 56 hours per week if SIHA qualifies as a Recreational Establishment under FLSA. Even if employees are exempt from overtime and are paid on a monthly basis, they will need to be compensated for work performed in excess of forty hours per week at their normal pay, unless they are statutorily exempt employees.

Is SIHA’s Summer Programs Coordinator a statutorily exempt employee?

- It would depend on the specific compensation received. For an employee to be exempt from overtime requirements, the employee must receive at least \$684 per week in compensation and perform duties that otherwise qualify. The Summer Programs Coordinator receives \$1600-2400 per month with housing valued at \$500-900 per month. Extending \$684 per week to a monthly basis gives a minimum wage for a statutorily

exempt employee of \$2959 per month (based on 173 hours of work per month). If the compensation exceeds this amount, then the Executive Exemption could apply. It would require:

- The employee's primary duty must be managing the enterprise, or managing a customarily recognized department or subdivision of the enterprise;
- The employee must customarily and regularly direct the work of at least two or more full-time employees or their equivalent; and
- The employee must have the authority to hire or fire other employees, or the employee's suggestions and recommendations as to the hiring, firing, advancement, promotion or any other change in status of other employees must be given particular weight.

The duties of the Summer Programs Coordinator seem to fit within this framework. Thus if compensation was sufficient, this employee would be exempt from overtime.

Does any Executive Order apply to establish minimum wages?

- EO 13658 – This executive order sets minimum wage requirements for contractors and those operating under agreements with the federal government on federal land. This wage increases yearly, and currently is \$12.15 per hour. This order was revoked by EO 13868 with respect to “seasonal recreation services.” EO 14026 set a minimum wage of \$15 per hour going forward for contracts executed after 2022, and revoked EO 13868, putting EO 13658 back into effect for other contracts. In February 2022, the Federal Court of Appeals for the 10th Circuit stayed enforcement of EO 14026 with respect to “contracts or contract like-instruments entered into with the federal government in connection with seasonal recreation services.” It is unclear, and has not been fully litigated, what exactly “seasonal recreation services” are. SIHA can certainly satisfy the seasonality prong, as the vast majority of its revenue is generated in the summer months. As discussed above, a strong argument can be made that SIHA provides recreation services, but how courts will interpret this provision is unclear. If SIHA provides “seasonal recreation services” then FLSA and Idaho state law control for the time being. If SIHA's contract with the federal government does not fit within this framework, then a minimum wage of \$12.15 per hour must be paid.
- EO 14026 – This executive order sets a minimum wage of \$15 per hour for contractors operating on Federal land whose contracts come into effect after 2022. Since SIHA's current agreement was executed prior to the end of 2022, the wage set by this executive order does not apply to SIHA currently.

What must SIHA pay its interns and other employees?

- If EO 13658 applies, a wage of \$12.15 per hour would need to be paid. This comes out to about \$2102 per month based on 173 hours per month or 40 hours per week. To satisfy this requirement, given \$273 per month in housing allowance (based on the value in the USFS agreement and the days worked), the stipend amount would need to be increased to \$1829 per month.

- If the temporary non-enforcement of EO 13658 stands and SIHA provides “recreation services”, A wage of \$7.25 per hour would need to be paid. This comes out to about \$1254 per month based on 173 hours per month or 40 hours per week. Given \$273 per month in housing allowance (based on the value in the USFS agreement and the days worked), the current payment amounts of \$1000 and \$1250 per month would be allowed.
- Regardless of which structure applies, the standard employment taxes must be withheld from these wage payments.

What consequences will SIHA face if it fails to pay its interns as required under state and federal law?

- Failure to compensate employees as required under State and Federal law subjects an employer to payment of the unpaid wages, liquidated damages equal to the amounts of unpaid wages, civil fines, court costs and attorneys’ fees. Thus, even a modest amount of underpayment can result in losses to an employer that greatly exceed the underpayment.

The results of this analysis suggest that, at a minimum, the compensation given to the summer interns must be increased to equal \$7.25 per hour worked to satisfy Idaho’s minimum wage statute. Further, an executive order exists that would raise the required compensation to \$12.15 per hour, even though it is not currently being enforced against those businesses providing recreation services on public land. In addition, any future agreements with the USFS will require wages of at least \$15.00 per hour.

With that in mind, I would suggest that you consult with USFS to confirm that the housing costs reflected in the agreement are accurate given the shortage of housing in Stanley. If the true value of such housing were higher than what the agreement indicates, it would alter the compensation provided to these interns and possibly reduce what SIHA must pay to comply with the law.

It is not clear to me that the intern positions can be modified so that they can be treated as true volunteers. To do so would seem to remove from their responsibilities many of the duties SIHA relies on them for. If they could be modified, the stipend amounts might actually need to be adjusted downward. It is not discussed above, but any stipend in excess of twenty percent of the cost to hire an employee could create an assumption that the individual paid is not a volunteer.

Please let me know if you have any questions about this analysis, if there are additional facts you would like me to consider in this analysis, or if you would like me to proceed further in the generation of a formal memorandum.

Sincerely,

/s/ Doug Plass

Doug Plass

Sawtooth Valley, Idaho
January 16, 2023

Sawtooth Interpretive and Historical Association
POB 75
Stanley, ID 83278

Dear Lin, Erica, and members of the SIHA Board:

I appreciate being able to comment on the issues that SIHA faces and will continue to face as Sawtooth Valley encounters changing cultural, economic, and environmental conditions. I also appreciate the effort that so many of you have put into making SIHA and its programs work for the benefit of Sawtooth Valley, its residents, and visitors.

I have lived in Sawtooth Valley all or part of every year since 1953. In 1953 the valley was as full of people and their leavings as it is now. I grew up knowing that all lives leave bits and pieces of themselves in their wake, and these things constitute readable evidence of hopes, dreams, triumphs, and tragedies. History is a way to develop communities that span generations.

My courses in grad school touched on historiography, which analyzes how families, tribes, wards, and governments make stories. All stories start with a blank page, whether that page is made of paper, stone, tree bark, or ones and zeroes. Historians make stuff up. Good historians look over their own shoulders to make sure what they make up contains a high percentage of truth and a low percentage of wishful thinking.

My decades as a professor at the College of Idaho taught me how the internal structures of an organization dictate its behavior more often than deliberate decisions by the president or board of trustees.

Finally, I worked for the Forest Service as a wilderness ranger and firefighter every summer from 1969 to 1976. I was present at the creation of the SNRA. I witnessed the death of the salmon runs and the change of the Forest Service from a service agency to a regulatory agency. I also saw tourism turn from a local cottage industry into something that resembles feedlot agriculture. I saw the old ranches in the valley become trophy properties awarded to the winners in a financialized international economy, putting a medieval twist on SNRA's charge to preserve the area's pastoral values.

What I say here is more observation than criticism. Please read it as the testimony of a witness, not a critic.

SIHA in 2023

At present, SIHA is a Forest Service auxiliary. If anything, it should be the other way around, with SIHA providing historical and cultural perspective for agency decisions, particularly those concerning the preservation of buildings, trails, archaeological sites, mining claims and CCC projects. These are a disappearing or a disappeared part of Sawtooth Valley's history, and Forest Service policy has contributed to their erasure.

I can think of numerous instances where historical artifacts have been allowed to decay or burn because they presented administrative difficulties. The Doc Day cabin is an exception, but the Jack Seagraves cabin up Rough Creek, the Ray Jagers cabins at the head of Fisher Creek, numerous cabins in the 4th of July Creek headwaters, the German settlement in Joe's Gulch, and the area around Old Stanley all had structures that were in decent shape when the SNRA was enacted. They're mostly beyond restoration now.

The Stanley Plunge is gone—declared a nuisance and destroyed—in spite of its central cultural significance to 1960s Sawtooth Valley. The abandoned vehicles that used to be up every canyon and logging road were towed away and junked, even if they were collector's items. Historical trails all over the SNRA have been abandoned and left to deadfall, which has concentrated wilderness visitors in sacrifice zones around Sawtooth and Goat Lakes, Toxaway-Alice, and Redfish Canyon.

I recommend that SIHA rededicate itself to preserving the cultural and physical artifacts of Sawtooth Valley, starting with recognizing that Forest Service decisions have selectively removed or destroyed the valley's history when it resisted bureaucratic administration or got in the way of crowd control.

The current SIHA mission is to *“protect and advance the natural and cultural history of Idaho's Sawtooth-Salmon River Country through preservation and education.”* It is hard to disagree with this statement, but it's also hard to get excited about. There aren't any people in it, for one thing, and history without people becomes a dry recounting of facts, made drier because they've been sanitized.

SIHA's mission statement needs to contain a human narrative, an implicit explanation of why the organization exists, and a vision of its future—something like, “SIHA is dedicated to the strengthening of Sawtooth Valley culture by welcoming into our community all the people who have called this valley home.” Such a statement makes the past and its stories a part of the present. It also emphasizes the historical part of SIHA's current mission, which has been diluted by a false equivalence with natural history.

Natural history is not history to the extent that it excludes people. There are, however, lots of connections between the people who have lived here and the natural world. Those connections take the form of stories of trapping, Ted Williams's Trail Rides with the Sierra Club, the early trips down the Middle Fork by the Guth brothers, the miners and loggers and starved-out

farmers that tried to grow crops between summer frosts, the homesteaders who sold their ranches when their kids refused to stay in the valley. It includes the rock forts (possibly constructed by the Blackfeet) on a hillside out Valley Creek, the Redfish Creek rock shelter, the foundations of old cabins exposed by forest fires, and the makeshift camps of hippies that squatted in the gulches and hidden meadows of the foothills. A lot of these artifacts have been and are being overwritten, but are still there if you look for them.

SIHA has as its raw material the artifacts and testimony of people who once made communities here. In those people lies the solution to declining attendance at lectures, as well as dwindling support from both the Forest Service and philanthropy, and a lack of enthusiasm among interns.

There are two organizations concerned with natural history in the valley. These are the Forest Service and the Idaho Fish and Game Department. If SIHA wants to be more than a handmaiden to either of these, it needs to see human history as its niche, and the preservation and elucidation of the valley's history as its mission. History is a moral endeavor as much as it is a scientific one, and as such it is badly needed in the valley.

It's not too much to say that you cannot have a community without a historical narrative.

SIHA Survival

Nothing guarantees SIHA's survival into the next twenty years except the dedication of its volunteers and supporters. The board needs more philanthropists and the dedicated attention of charitable foundations. I'm not saying anything new here, but vacancies on the board need to be filled by people who are willing and able to raise funds for the organization.

As I listened to the board meeting in December, it became clear that Lin Gray is overworked. This is worrisome because the tendency of cultural organizations is to burn out conscientious and hard-working executive directors, who leave for easier jobs and tend to be replaced by someone not so good at a higher salary. I also was dismayed at the proposal to reduce the number of lectures, mainly because the lectures have been, to my mind, a strong connection between SIHA and the community.

It also looks to me that some interns require more energy to supervise than they give back to SIHA. That should change, and quickly.

The interns can do much more than they're doing. Calling them naturalists is steering them in such a vague direction that they can end up polling tourists at the Iron Creek Transfer Camp. That's wasting their time, and that's among the worst thing you can do to a young person (or any person, for that matter). They need to specialize and they need to work from within their own career perspective. They need to gain experience that will impress anyone reading their vita. If they find new and active interests along the way, so much the better.

A model for a successful internship program exists in Sawtooth Valley at the Salmon River Clinic. The clinic confers a deep individual responsibility on its interns, gives them real-world experience that will apply to their life's work, and ties in closely with their educational institution.

SIHA can do the same, but it will require establishing connections with colleges that have specific departments that aspire to national excellence.

SIHA needs:

—Two event planning interns to organize and supervise the lecture series and the Visitor's Center programs. These are complex jobs with steep learning curves, but they also fit with any number of careers within the hospitality industry.

—A history/historiography intern. Sawtooth Valley contains the raw stuff of history, and as such represents in-the-field experience for a historian. You seldom get to work with primary sources in academe, and the valley represents a great deal of primary-source material.

—A museology intern. Here's the description of the Museology graduate program at the University of Washington:

Grounded in research-based best practices, the Museology Graduate Program values innovation, critical thinking and leadership. It is a two-year interdisciplinary course of study designed to cultivate the tools and knowledge for students to advance the work of museums, informal learning environments and other valuable cultural institutions.

When I was writing for *Travel and Leisure*, the first place I would visit at a new destination was the local museum, which always made it into the "what to do" section at the end of my article. Stanley's museum needs rotating exhibits, no closed off sections, more interpretive displays, and more space, but it can become one of the valley's highlight attractions.

The Redfish visitor center needs a reason for being. I know that there are forces within the Forest Service that see it as a liability, and would tear it down if it weren't a shining example of mid-century modern architecture. I suggest it be transformed into a museum of tourism.

Tourism to the residents of the valley is like water to fish. It's all around us, but we ignore what an odd phenomenon it is, even as it represents the largest human migration ever. Scholars of tourism say that it is a better marker for the Anthropocene than H-Bomb radionuclides or plastic. A tourism museum would distinguish the valley in a way moldy taxidermy and natural history narratives never could, and it would bring the vast world-changing power of tourism into focus. Redfish Lake Lodge has started to display artifacts of tourism, but a museum could provide perspectives on its power as a cultural and environmental mutagen, and show land and resource managers that it represents far bigger issues than just people-management.

As a side note, I suspect that the Quonset hut that contained the Stanley School when I was a first-grader will someday be replaced with a new building. At that time there will be an opportunity to move it next to the Shaw cabin and recreate it as it was when Mattie Hansen and Phyllis Williams taught there.

—Archaeology interns, with a project ready for them when they hit the valley. This will require Forest Service cooperation, which will also serve as a litmus test for the agency's commitment to history.

—An oral history intern to survey, catalog, and fill in the blanks of the area's remaining oral histories.

—A blacksmith intern.

This would be a start. SIHA's internships can attract the attention and financial support of high-powered academic departments and their high-powered students. It is essential that such internships be real experiences with real responsibilities. Much depends on how you set up expectations for both interns and lecturers. You don't want anyone, intern or lecturer, to look at their experience in Stanley as an excuse for a vacation, with their mere presence the price of admission. Audiences can tell when someone isn't taking them seriously, and when they're not taking themselves seriously, and you can certainly tell when an intern would rather be someplace else.

It's important to develop strong perennial relationships with academic departments and to make sure that a specific professor is connected to the internship program.

Interns should know that they're doing important work that will add to their academic record and life experience. They shouldn't be given unimportant work or kept from challenging responsibilities.

Other miscellaneous thoughts

SIHA represents the Sawtooth Valley community at its best. It deserves an authoritative place at the table when the valley's future is discussed.

But it needs to decide how large it wants to be, and if it wants to become a formal educational and research institution. It needs to emphasize that it is a force for good and take on the visible and vocal presence that doing good will demand. In other words, it needs to have a fierce confidence in its own contributions to community in the valley.

That said...

One area of concern is SIHA's possibility of becoming a landlord. Interns need secure places to stay. But ownership of lodging would represent a huge change in the structure of the

organization with large liability implications. It would involve setting up an LLC, probably with a separate administration. Commercial interests might see SIHA property as employee housing. Maintenance costs can be high. Disputes can arise. All of the issues that come up when you run a campus will come up, so at the least there will be a need for another administrator.

Something else: Sawtooth Valley isn't ready for the onslaught of immigrants/the unemployed/refugees that could hit it in the next five or ten years. I don't think businesses in the valley are ready for extreme fluctuations in the price and supply of energy or the possibility that vacationing here will become too expensive for a large percentage of Americans. I know we're not ready for the legal climate that will result from more and more of the ultra-rich putting second and third and fourth homes in the valley. None of us are ready for the politics and climate that we'll see by 2030.

I do know that Sawtooth Valley's survival as a community will depend in part on SIHA's ability to define a narrative that includes more people rather than fewer. Compared to the community that was here in the 1950s, Sawtooth Valley is now a kind of anti-community, and as such it's not an improvement. SIHA can be part of a needed rebuilding of bonds between people, past and present.

Which brings up a possibly trivial subject, but one that affects how SIHA is perceived by the residents and visitors to the valley: Everything is politicized these days. SIHA materials that list preferred pronouns are political. Salmon are political, as will become ever more apparent as the Pacific Northwest has to choose between salmon runs and reliable electricity. Scenic easements are political. Wilderness is political. Denying territory to the enemy is political, particularly when that enemy is the public.

A not so trivial political statement is the repeated announcement that Sawtooth Valley is in the traditional hunting/fishing grounds of two Shoshone-Bannock bands. Nez Perce treaty rights have caused some conflict with this claim in the past, and the possibility that there are Blackfoot structures out Valley Creek will cause plenty of conflict in the future, should anyone try to publish a monograph on the subject.

SIHA should avoid taking sides in controversies where historical claims are obscured by faction, tribal interests, lying for political or financial advantage, and the government-sanctioned destruction of peoples and cultures during the 19th and 20th centuries. Although a great amount of cultural and historical knowledge has been lost or suppressed, SIHA needs to recover what it can without embellishment or bias.

SIHA can and should adopt the perspective of historical objectivism. Just as in journalism, there are methodologies that help historians get closer to the truth, even if they can never completely reach it.

Objectivism is of course political, and has been put through the postmodern wringer. But postmodernism is on the wane, having become a force for oppression, and historians are

demonstrating sophisticated ways of looking at the past that give it meaning independent of the observer.

In any event, if you're worried about attendance at lectures and visits to the museum, coming down on one side or another of a cultural divide can cut your constituency in half. The lectures should be seen as educational opportunities, not preaching to the choir, which means, if at all possible, you shouldn't post keep-out signs, coded or not.

It would be nice to describe SIHA as a quality educational institution: a definer of culture in Sawtooth Valley, a repository of critical thinking, and a frequent commentator on how administrators, businesses, and builders can respect and even honor the people who have lived and flourished (or not) in the valley before they were born.

Those old people are just as real as we are. If you don't believe me, just wait a hundred years.

Thanks for your attention. If none of this makes sense, remember that free advice is worth every bit of what you pay for it.

Sincerely,

John Rember

DONATION AGREEMENT

This DONATION AGREEMENT (this "Donation Agreement") is entered into as of this _____ day of _____, 2023 (the "Effective Date"), by and between SMILEY CREEK BEARS, LLC, an Idaho Limited Liability Company (the "Donor") and SAWTOOTH INTERPRETATIVE & HISTORICAL ASSOCIATION INC., an Idaho Non-Profit Corporation, or assigns; (the "Donee").

R E C I T A L S:

WHEREAS, Donee is a non-profit corporation registered in the State of Idaho and a qualified charitable organization under Section 501(c)(3) of the Internal Revenue Code ("public charity"), which means the contribution of the Property (defined below) will constitute a charitable contribution within the meaning of Section 170(c)(1) of the Internal Revenue Code of 1986, as amended (the "Code").

WHEREAS, the Donor owns certain improved real property comprised of approximately 6.72 acres of land located in Obsidian, Custer County, Idaho, as more specifically described in Exhibit A ("Gift Deed") and shown on the Boundary Survey, attached as Exhibit B, together with all rights, privileges and appurtenances thereto belonging, and including any buildings, structures or improvements thereon (collectively the "Property"). Donor also owns certain water rights which are more specifically described in the Gift Deed that are appurtenant to the Property ("Water Rights"). The term Property includes the term Water Rights, unless the context would require otherwise. Any buildings, structures or improvements located on the Property may be separately referred to as the "Buildings."

WHEREAS, upon completion of certain conditions precedent, Donor wishes to donate and contribute the Property to Donee and Donee wishes to accept such donation; and

WHEREAS, the parties hereto wish to set forth the terms and conditions of the donation.

W I T N E S S E T H:

1. *Donation and Acceptance.* Donor agrees to donate, convey and transfer to Donee, and Donee agrees to receive and accept from the Donor, all of the Donor's right, title and interest in and to the Property, subject to the terms, conditions and provisions hereof. There is no consideration being provided or paid by Donee to Donor for the gift of the Property.

2. *Donative Intent and Donor Mission.*

(a) The Donor's Intent is that the Property is being donated by Donor to Donee as a charitable gift.

(b) The Donor's Mission is as follows: The Property, located in the Sawtooth and White Cloud areas of central Idaho, is a vital part of the Sawtooth Valley. Donor believes in

continuing the ongoing efforts to preserve, protect and enhance the natural features, wilderness nature and health of the ecosystem of the Sawtooth Valley. The Property is to be used as a resource to further the preservation, protection and enhancement of these natural features and ecosystems. Donor and Donee agree that the Intended Uses (defined below) for which the Property is to be developed is consistent with this Mission.

(c) Donor requests that the Property, buildings, structures and equipment be named after natural features of the Sawtooth Valley, and not after individuals, corporations or other establishments.

3. *Conveyance.* Donor shall convey title to the Property and Water Rights to Donee by the Gift Deed.

4. *Closing.* Closing shall be set by mutual agreement within forty-five (45) days after all contingencies have been waived or approved (the "Closing Date").

5. *Conditions Precedent and Due Diligence.*

(a) The parties have been engaged in the due diligence process, which began prior to the Effective Date of this Agreement. The parties acknowledge that some of the conditions set forth in this Article 5 have been completed while other conditions remain to be resolved.

(b) Donor has provided Donee with a preliminary title commitment, prepared by Sun Valley Title Company. Donee has had the opportunity to inspect the title commitment, hereby accepts the condition of title as shown in the title commitment and agrees that it has no objection to the condition of title. Donee, at its sole cost, may obtain a title commitment for an ALTA Owner's Policy of Title Insurance insuring title to the Property to Donee to be issued by a title company acceptable to Donee. This condition is waived; provided that title at the Closing Date (defined below) shall be the same as was shown in the commitment that was approved by Donee earlier.

(c) Donee, at its sole cost, has obtained an updated Boundary Survey (attached as Exhibit B) and Donee hereby agrees that Donee has no objection to the boundary of the Property as shown on the Survey. This condition is waived.

(d) Donor has previously provided to Donee all relevant documents in its possession, including but not limited to any surveys, environmental reports, leases, the last 12 months of utility bills, current lease and rental agreements, current insurance declarations, permits, easements, maintenance records, government notices, well reports, septic reports, water rights documentation, site plans identifying the location of critical utilities and infrastructure, and other reports and documents that document the current condition of the Property (all sometimes collectively referred to as the "Reports"). More specifically, Donor (i) has provided that certain environmental report, dated 24 May 2021; and (ii) will provide a detailed report regarding the current condition all septic systems on the Property when the systems are serviced (scheduled for late 2021); and (iii) will provide, if not received as of the Effective Date, a well

flow test. With regard to all Reports which Donee has received as of the Effective Date, Donee agrees that it has no objections to those Reports and waives any objections to the Reports. If, after the Effective Date and during the Due Diligence Period (defined below), any additional or new reports ("New Reports") are delivered to Donee, Donee shall have an additional ten (10) days to review the New Report and object to the New Report (or part thereof) in writing, setting forth the reasons for any objections; provided, if Donee does not deliver its written objection to any New Report to Donor within the ten (10) day period, Donee shall be deemed to have approved the New Report and waived any objections thereto. If the Donor and Donee cannot reach a mutual agreement within thirty (30) days after delivery any objection to a New Report, this Agreement will be terminated.

(e) Donee will have reasonable access to the Property and Donee will have the right to have the condition of the Property inspected by a person(s) or firm(s) of its choosing. The inspection(s), including any Environmental Assessments, shall occur no later than thirty (30) days after the Effective Date ("Due Diligence Period"). The cost of such inspection(s) and investigations will be borne by the Donee.

(f) Donor, at its sole cost, will obtain a qualified appraisal to ascertain the fair market value of the Property, which must be dated no earlier than sixty (60) days prior to the Closing Date. The appraised value must be satisfactory to Donor and Donee, and if either party does not accept the appraised value, this Agreement shall be terminated and be of no further force or effect.

(g) Donee will have raised or received pledges for the sum of One Hundred Sixty Thousand dollars (\$160,000.00).

(h) If this Agreement is terminated for any reason, Donor and Donee agree to timely pay the costs each has agreed to pay under this Agreement and each party shall pay their own attorneys fees. All Reports and New Reports, regardless of which party may have initiated or contracted to have the inspections or tests performed, shall be delivered to Donor.

6. *Intended Uses.* The parties agree that the following are the Intended Uses of the Property. During the Feasibility Period (defined below), Donee must demonstrate to Donor's satisfaction, in Donor's reasonable discretion, that Donee can develop the Property in accordance with the Intended Uses.

(a) A home for Donee and other non-profit organizations that are active in the protection, enhancement and improvement of the Sawtooth Valley and Sawtooth National Recreation Area (SNRA), including, but not limited to opportunities for:

(1) Shared office and event space which would promote a strong presence in the Sawtooth Valley and open up opportunities for greater collaboration between non-profit organizations with shared values;

(2) Housing for personnel of SIHA and other nonprofit organizations working toward the Donor Mission;

(3) Under roof storage facilities for Donee's non-vehicular equipment and materials;

(4) A Sawtooth Valley Environmental Education Center, open to the general public, providing a central location for educational materials and small gatherings;

(5) Idaho Dark Sky Alliance Inc., an Idaho nonprofit corporation and public charity for space for the Central Idaho Dark Sky Reserve, with potential year-round access for information center and/or other uses benefiting the public;

(6) Potential construction of a mid-valley fire station annex operated by the Sawtooth Valley Rural Fire District that would provide improved fire protection for the Property and other properties in the central and southern areas of the Sawtooth Valley, and potentially to house U.S. Forest Service fire equipment. Scope of this scenario to be limited, possibly by maximum acreage of .25 acres. This is a secondary goal of donation; and

(7) Other uses which may be determined by Donor and Donee that are consistent with Donor's Mission.

(b) Donor and Donee must determine if the Intended Uses generally outlined above are consistent with the Conservation Easement Deed between the J. Don Sessions and Nedra Sessions and the United States of America, dated July 24, 2002, and that such Intended Uses will be approved for development by the Area Ranger, United States Department of Agriculture, Forest Service, Sawtooth National Recreation Area (SNRA) as outlined in said Conservation Easement Deed without amendment. Donor will cooperate with Donee in communicating with the SNRA consistent with the intent of this Article. Donor and Donee acknowledge that any governmental approval at this stage will be general and that final approval will only be forthcoming after specific plans are submitted.

(c) *Feasibility Period.* Within one hundred ~~twenty~~ eighty days (~~120~~/180) days of the Effective Date, Donee will have researched and reviewed the feasibility of raising the funds needed to develop the Property for the Intended Uses ("Feasibility Period").

(1) Donee has developed an initial Capital Improvements/Operations Plan and Finance Plan, which Donor has approved. During the Feasibility Period, Donee shall develop a more comprehensive Capital Improvements/Operations Plan and a Finance Plan (collectively referred to as the "Plans"). The Capital Improvements/Operations Plan will outline initial required improvements and estimated costs for improving, developing and maintaining the Property as intended under this Agreement. The Finance Plan will outline a plan for fundraising necessary to execute the Capital Improvements/Operations Plan. Such Plans will be attached as Exhibit C, if and when Donee waives this condition precedent, under subparagraph (3), below. Donee will provide those to Donor at least ten (10) business days, prior to Donee waiving the condition in this paragraph 6(c), for Donor to confirm their existence. By attaching those as Exhibit C, Donor is not agreeing to or approving such Plans, and Donor is not strictly bound to those Plans, as much as forming the basis and consideration for Donor's donation and Donee's

ability to proceed to closing. If the Plans are not timely provided to Donor or ultimately attached as Exhibit C, this Agreement shall terminate.

(2) Notwithstanding any other dates or time frames set forth in this Agreement, Donee shall secure approval of its board of directors to accept the donation of the Property and close this transaction as contemplated in this Agreement no later than the end of the Feasibility Period.

(3) If Donee determines, in its sole discretion, that any of the above conditions do not appear feasible or objects to the condition of the Property, Donor and Donee agree that this Donation Agreement will be terminated.

7. *Donor Warranties and Representations.* Except as set forth in the Article titled Environmental Warranties and Representations, regarding certain environmental warranties and representations, the Property is being conveyed on an “AS IS” “WHERE IS” basis in its present state and condition and Donor disclaims all warranties and representations of any kind or nature, whether oral or written, express or implied, concerning the Property (including any miscellaneous personal property); Donor makes no warranties or representations of the condition of any Building located on the Property; and Donor makes no warranties or representations regarding the Water Rights.

(a) Donor is a duly organized and validly existing limited liability company under the laws of the State of Idaho and has all necessary power and authority to enter into this Donation Agreement and to perform and carry out the terms and conditions required of it hereunder.

(b) Donor is not a “nonresident alien,” “foreign corporation,” “foreign partnership,” “foreign limited liability Donor,” “foreign trust” or “foreign estate” within the meaning of Section 1445 of the Code.

8. *Donee Warranties, Representations and Acknowledgements.*

(a) Donee hereby warrants and represents that it is a duly organized and validly existing non-profit corporation under the laws of the State of Idaho and has all necessary power and authority to enter into this Donation Agreement and to perform and carry out the terms and conditions required of it hereunder.

(b) Donee hereby warrants and represents that it is a charitable organization under Section 501(c)(3) of the Code.

9. *Donor's Documentation and Delivery of Instruments at Closing.* Prior to or at closing, the following documents and instruments will be duly executed and delivered by the Donor to Sun Valley Title Company (“Escrow Agent”):

(a) A Gift Deed, executed by the Donor, conveying to Donee all of the Donor’s right, title and interest in and to the Property, ~~excluding~~including the Water Rights;

~~(b) — A Quitclaim Deed, executed by Donor, and any other documents necessary to convey all of Donor's right, title and interest in the Water Rights;~~

~~(e)~~(b) A resolution authorizing any member of Donor to execute any and all documents and take all actions reasonably necessary to close the transaction contemplated by this Agreement;

~~(d)~~(c) Such other documents as may be reasonably necessary to effectuate the terms and conditions of this Donation Agreement.

10. *Donee's Documentation and Delivery of Instruments at Closing.* Prior to or at Closing the following documents and instruments will be duly executed and delivered by Donee to the Escrow Agent:

(a) The IRS Form 8283, signed by the qualified appraiser of the Property, with the appraisal attached, previously approved by Donee, by an official authorized to sign the tax returns for Donee or by a person specifically designated to sign Form 8283;

(b) A resolution of Donee's board of directors authorizing any officer of Donor to execute any and all documents and take all actions reasonably necessary to close the transaction contemplated by this Agreement;

(c) The ~~Notice of Right of Reversion~~CC&Rs; and

(d) Such other documents as may be reasonably necessary to effectuate the terms and conditions of this Donation Agreement.

11. *Closing.* Escrow Agent will record the Gift Deed, ~~Quitclaim Deed, Notice of Right of Reversion, and CC&Rs~~ and any other documents requiring recording, issue a final title policy covering the Property and distribute the original or signed copies documents executed by Donor and Donee to the appropriate parties. The parties agree to cooperate with one another and execute those documents reasonably required to timely transfer the Water Rights to Donee.

12. *Closing Costs.* Donor will be responsible for the payment of the cost of recording the Gift Deed, ~~Quitclaim Deed and the Notice of Right of Reversion and the Restrictive Covenants, and CC&Rs.~~ The parties agree to equally share the remaining costs of closing; provided that Donee shall solely bear the additional cost of any ALTA title insurance policy that Donee may decide to acquire.

13. *Charitable Use.* Donee shall use the Property exclusively for purposes within the meaning of Section 501(c)(3) of the Code and as outlined in the Donor Mission and Intended Uses.

14. *Commissions and Fees.* Donor has engaged a real estate agent with regard to the Property and will be fully responsible for paying any real estate commission that may be due to

the agent. Donor will indemnify and hold Donee harmless from any claim, liability or cost arising out of or relating any real estate commission and the Property.

15. *Environmental Representations and Warranties.* Donor, at its sole cost, is in the process of making arrangements to remove the underground gasoline storage tanks and underground lines and to remediate the Property if it is shown that there has been contamination which by law Donor is required to remediate. Donor shall provide Donee with all records showing that the tanks and lines have been properly removed and any Environmental Assessment (defined below) related to the removal and any required remediation.

(a) *Definitions.* For the purposes of this Agreement, the following terms have the following meanings:

(1) The term *Environmental Laws* means any federal, state or local law, statute, ordinance or regulation pertaining to health, industrial hygiene or the environment including, without limitation CERCLA (Comprehensive Environmental Response, Compensation and Liability Act of 1980) and RCRA (Resources Conservation and Recovery Act of 1976), as amended.

(2) The term *Hazardous Substance* means any substance, material or waste which is or becomes designated, classified or regulated as being "toxic" or "hazardous" or a "pollutant" or which is or becomes similarly designated, classified or regulated, under any Environmental Law, including asbestos, petroleum and petroleum products, and toxic mold.

(3) The term *Environmental Assessment* means an environmental assessment, review or testing of the Property and/or Improvements performed by Donee or any third party or consultant engaged by Donee to conduct such study with Donor's prior approval which requires drilling or excavation on or beneath the Property; provided, however, that an Environmental Assessment shall not be deemed to include a normal and customary Phase I environmental assessment of the Property which Donor has previously provided to Donee under the terms of this Agreement.

(b) *Donor's Environmental Representations.* As of the Effective Date, to the actual knowledge of Donor, and except as shown in any environmental reports delivered to Donee (the "Environmental Reports"):

(1) Since the date of Donor's acquisition of the Property, Donor has received no written notice of any noncompliance with or violation of any applicable Environmental Law in connection with such use or storage or of any underground storage tanks on the Property;

(2) Since the date of Donor's acquisition of the Property, there are and have been no federal, state, or local enforcement, cleanup, removal, remedial or other governmental or regulatory actions or inquiries instituted or completed affecting the Property; and

(3) No claims have been made in writing by any third party against Donor relating to any Hazardous Substances on or within the Property.

(4) Each of the representations and warranties contained in this Section 14 shall survive the closing for a period of one (1) year; provided that any claims must be made within that one-year period.

(c) *No Warranty regarding Asbestos or Lead Paint.* Notwithstanding anything in this Agreement to the contrary, Donor makes no warranties or representations regarding any asbestos or lead paint that may be present on or within any Building situated on the Property and, given the age of any Building, it is likely that asbestos or lead paint may be present. The parties agree that Donee shall be solely responsible for any additional costs of removing asbestos or lead paint as part of Donee's demolition or removal of any Building from the Property.

(d) *Notification to Donee.* During the term of this Agreement, Donor will promptly notify Donee if it obtains actual knowledge or reasonable cause to believe that any release of a Hazardous Substance has come to be located on or beneath the Property (other than any Hazardous Substance releases already disclosed in the Environmental Reports) or that Donor or the Property may be subject to any threatened or pending investigation by any governmental agency under any law, regulation or ordinance pertaining to any Hazardous Substance.

(e) *Environmental Assessment.* During the Due Diligence Period, Donee may have an Environmental Assessment conducted pursuant to industry standard quality control/quality assurance procedures. Donee shall give Donor at least five (5) business days' prior notice of any on-site testing of soil or subsurface conditions.

(1) If any report is prepared as the result of the Environmental Assessment, such report shall be conspicuously labeled as a draft, and Donee shall use commercially reasonable efforts to give Donor a copy of the draft report for Donor's review and comments before the report is finalized. Prior to the Closing, Donee shall keep the Environmental Assessment reports and the information contained therein confidential and shall not disclose it to any person or entity without Donor's prior written consent; provided, however, that Donee may furnish a copy of said draft or final report to any proposed to any person or entity contemplating an investment in the Property as a partner or permitted assignee of Donee, or to any consultant or attorney engaged in, or commenting upon the results of, said draft or final report. Donor acknowledges that Donee may be obligated to disclose to the appropriate governmental entity the presence of any Hazardous Materials at, on or about any Property or any violation of applicable Laws. In such event, Donee shall furnish written notice to Donor of any such proposed disclosure (the "Disclosure") to a governmental entity. Donor shall thereafter review the Disclosure and provide any notice required by applicable law to the appropriate governmental entity within such required reportable time periods. Notwithstanding the foregoing, nothing contained in this Section shall prohibit Donee from complying with all applicable Laws. The provisions of this Section 14 shall survive the termination of this Donation Agreement, but shall not survive the Closing hereof.

(2) If Donee elects during the Due Diligence Period not to acquire the Property or if the closing fails to occur for any reason other than a default by Donor, then Donee shall deliver all copies of the draft and final report to, and they shall become the property of, Donor, and Donee shall not disclose to any party the contents of the draft or final report except pursuant to valid legal process or as required by law or with the written consent of Donor.

(3) Any ground water, soil or other samples taken from the Property by or on behalf of Donee will be properly disposed of by Donee, as the generator of the material, at Donee's sole cost and in accordance with all applicable laws including Environmental Laws.

(4) In the event closing does not occur, Donee will be responsible for restoring the Property to its condition prior to the conduct of an Environmental Assessment, including repair of paving and any underground utilities or infrastructure impacted by the Environmental Assessment.

(5) Should Donee determine in its sole discretion, based on the outcomes of an Environmental Assessment of the property, that additional actions are needed to remove or mitigate actual or potential environmental risks on the Property, then Donor and Donee will agree to a plan and cost responsibility (hereinafter, an "Environmental Risk Mitigation Plan") by amendment to this Agreement. In the event the parties cannot agree to the terms of an Environmental Risk Mitigation Plan, this Agreement will be terminated.

16. ~~Restrictive Conditions, Covenants, and Restrictions.~~ The parties agree that the restrictions and covenants set forth in the document titled ~~Restrictive Conditions, Covenants, and Restrictions~~ ("CC&Rs"), attached ~~hereto~~ as Exhibit D, shall be recorded against the Property. The purpose of the ~~Restrictive Covenants CC&Rs~~ is to assure the Property will be used as the parties hereto have agreed and intended after the closing of this transaction; and more particularly, the ~~Restrictive Covenants CC&Rs~~ shall incorporate the Donor Mission and Intended Uses as set forth in the Agreement. The ~~Restrictive Covenants CC&Rs~~ shall remain in effect until (i) released and terminated by mutual written agreement between the Donee and all of the then living members of the Jones Family; or (ii) terminated by the unanimous consent of all of the then living members of the Jones Family. For clarity, references to the Jones Family in this Article shall refer to those members of the Jones Family who are alive at the time of any action or agreement, so that if only two (2) members of the Jones Family are alive at the time of any proposed or agreed upon action, then both such members of the Jones family must consent or agree to such proposed or agreed upon action. In the event that any member of the Jones Family is incapacitated (defined below), then that incapacitated person may be represented hereunder by an agent under a power of attorney or other duly appointed or authorized representative. The obligations and agreements in this Article shall survive the closing of this transaction.

17. *Miscellaneous.*

(a) *Relationship of the Parties.* Notwithstanding any provision to the contrary in this Donation Agreement, the parties agree that their relationship with respect to the gift contemplated herein is one of donor and donee only, and no provision of this Donation

Agreement shall be construed to create any other type of status or relationship between the parties with respect to such gift.

(b) *Severability.* If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Donation Agreement, but this Donation Agreement shall be construed as if such invalid, illegal or unenforceable provisions had not been contained herein.

(c) *Independent Counsel.* Donor and Donee each acknowledge that: (a) they have been represented by independent counsel in connection with this Agreement; (b) they have executed this Agreement with the advice of such counsel; and (c) this Agreement is the result of negotiations between the parties hereto and the advice and assistance of their respective counsel. Any uncertainty or ambiguity in this Donation Agreement shall not be construed against either party.

(d) *Waiver.* The failure of either party to insist, in any one or more instances, upon a strict performance of any of the terms and conditions of this Donation Agreement, or to exercise or fail to exercise any option or right contained herein, shall not be construed as a waiver or a relinquishment for the future of such right or option, but the same shall continue and remain in full force and effect. The continued performance by either party of this Donation Agreement with knowledge of the breach of any term or condition hereof shall not be deemed a waiver of such breach, and no waiver by either party of any provision hereof, shall be deemed to have been made, or operate as estoppel, unless expressed in writing and signed by such party.

(e) *Notices.* All notices herein authorized or required to be given to Donee shall be sent certified mail, registered mail or overnight express, postage prepaid, to Donee at:

Sawtooth Interpretative & Historical Association
PO Box 75
Stanley, ID 83278
Attn: Executive Director

or to such other address as Donee may from time to time designate in accordance with this Paragraph. All notices herein authorized or required to be given to the Donor shall be sent by certified mail, registered mail or overnight express, postage prepaid, to the Donor at:

Amelia Jones
2580 Eccles Avenue
Ogden, UT 84401

LC Allen Jones
PO Box 827
Ogden, UT 84401

Ezra Thomas Jones

1159 1st Avenue
Salt Lake City UT 84103

or to such other address as the Donor may from time to time designate in accordance with this Section.

(f) *Entire Agreement.* This Donation Agreement sets for the complete understanding and agreement of the parties with respect to the Property and the transaction that is the subject of this Donation Agreement. No oral statements, representations or agreements other than this Donation Agreement shall have any force or effect and Donee and Donor agree that they will not rely on any representations or agreements other than those contained in this Donation Agreement.

(g) *Further Assurances.* Either party, upon the request of the other party, shall execute and deliver such further documents and instruments as such other party may reasonably deem appropriate to carry out the terms and conditions of this Donation Agreement, provided that such further documents and instruments are consistent with the terms and conditions of this Donation Agreement.

(h) *Survival.* Except as otherwise expressly provided for in this Agreement or with respect to any executory obligations and agreements by either party under this Agreement, no agreements, representations, warranties and indemnifications hereunder shall survive the Closing of the transaction under this Agreement.

(i) *Headings.* The headings in this Donation Agreement are for the purposes of reference only and shall not affect or define the meanings hereof.

(j) *Exhibits.* The Exhibits attached hereto are a part of this Donation Agreement and are hereby incorporated by reference.

(k) *Applicable Law and Binding Effect.* This Donation Agreement shall be construed and interpreted in accordance with the laws of the State of Idaho. Donee and Donor shall each provide the other a signed resolution authorizing an individual in his or her representative capacity to sign this Donation Agreement and any and all documents arising out of or related to this Donation Agreement, to give it full force and effect. This Donation Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

(l) *Counterpart and Electronic Signatures.* This Donation Agreement may be signed in counterpart and digitally/by electronic means with the same effect as an original signature.

(m) *Definitions.*

(1) *Jones. Family.* The term Jones Family as used in this Agreement shall refer only to Amelia Jones, Allen Jones and Ezra Jones, collectively and individually.

(2) *Incapacitated.* For purposes of this Agreement, except as may be expressly provided, a person shall be considered “incapacitated” if a licensed physician, within six (6) months after examining such person, signs a letter stating that such examination has occurred and that such person, due to illness or physical, mental or emotional disability, is not able to manage business affairs in a manner similar to that of persons of prudence, discretion and intelligence, and such person shall be considered incapacitated upon the date such letter is signed; or such person fails to produce a “Qualifying Letter” within ninety (90) days after a written request is made; provided, however, no person shall be required to produce a Qualifying Letter more than once during any one (1) year period. A “Qualifying Letter” shall mean a letter signed by a licensed physician after examining a person, which examination shall have occurred no more than six months prior to the date of the request, stating that such examination has occurred and that such person is able to manage business affairs in a manner similar to that of persons of prudence, discretion and intelligence.

(3) *Qualified Charitable Organization.* As used herein, the term “qualified charitable organization” shall mean those organizations described in Sections 2055(a) and 2522(a) of the Code and those organizations to which distributions would be allowable as a deduction in computing the taxable income of an estate or trust under Section 642(c) of the Code.

EXECUTED as of the Effective Date.

SMILEY CREEK BEARS, LLC,
an Idaho Limited Liability Company

By: _____
Its: _____

SAWTOOTH INTERPRETATIVE & HISTORICAL
ASSOCIATION INC., an Idaho Non-Profit Corporation

By: _____
Its: _____

Approved and Agreed:

AMELIA JONES

EZRA THOMAS JONES

LC ALLEN JONES

EXHIBIT D TO DONATION AGREEMENT

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

JOHN A. SEILLER
Attorney at Law, PLLC, ISB No. 4595
111 North Main Street Suite B
Post Office Box 6200
Ketchum, Idaho 83340
practice@sunvalleylaw.net
(208) 726-5962
FAX 913-0500

(Space above this line is for Recorder's use, only.)

CONDITIONS, COVENANTS AND RESTRICTIONS

Township 9 North, Range 14 East Boise Meridian, Section 29, Custer County, Idaho

SMILEY CREEK BEARS, LLC, an Idaho limited liability company (“Donor”) and SAWTOOTH INTERPRETATIVE & HISTORICAL ASSOCIATION, INC., an Idaho nonprofit corporation (“Donee”) and Internal Revenue Code (“IRC”) section 501(c)(3) public charity (a “Charity” or “Charities”, in the plural), make these CONDITIONS, COVENANTS AND RESTRICTIONS (referred to as “CC&Rs”). Donor is the fee simple owner of real property in Custer County, Idaho, legally described in Exhibit A (the “Property”). Concurrently with recording these CC&Rs against the Property, with the Custer County Recorder, Donor is donating all Donor’s right, title and interest in and to the Property to Donee, which is accepting fee simple title to the Property subject to these CC&Rs.

SUBJECT TO AND TOGETHER WITH all current taxes, exceptions, easements, uses, rights of way, restrictions, covenants and reservations apparent, of view or of record (the “Property”).

Donor is creating the CC&Rs to create a mechanism to preserve the Property for continuing Donor’s ongoing efforts to preserve, protect and enhance the natural features, wilderness nature and health of the ecosystem of the Sawtooth Valley and Sawtooth National Recreation Area (SNRA); and the Property is to be used as a resource to further the preservation, protection and enhancement of these natural features and ecosystems (“Donor Mission”). In addition, Donor is creating the CC&Rs to maintain the Property as owned only by a governmental entity or a Charity or an IRC 509 entity (“Foundation”) or another entity that falls under a successor to those IRC sections. As a result, Donor intends to record these CC&Rs in the real property records of Custer County, Idaho, so that the CC&Rs become a covenant that runs with and encumbers the Property in perpetuity.

INCORPORATING THE ABOVE RECITALS, Donor and Donee create these CC&Rs encumbering the Property, as follows:

1. Restriction on Uses. The Property shall be maintained only for the Donor Mission, including, but not limited to the following uses (“Intended Uses”):

CONDITIONS COVENANTS AND RESTRICTIONS

Township 9 North, Range 14 East Boise Meridian, Section 29, Custer County, Idaho / Page 1 of 5

EXHIBIT D TO DONATION AGREEMENT

- a. Shared office and event space which would promote a strong presence in the Sawtooth Valley and SNRA and open up opportunities for greater collaboration between or among Charities organizations with shared values;
 - b. Housing for Donee's and other governmental or Charities' personnel working toward or for the Donor Mission;
 - c. Under roof storage facilities for Donee's and other Charities' non- vehicular equipment and materials;
 - d. A Sawtooth Valley environmental education center, open to the general public, providing a central location for educational materials and small gatherings;
 - e. Space for the Central Idaho Dark Sky Reserve, with potential year-round access for information center and/or other uses benefiting the public;
 - f. Construction of a mid-valley fire station annex operated by the Sawtooth Valley Rural Fire District that would provide improved fire protection for the Property and other properties in the central and southern areas of the Sawtooth Valley, and potentially to house U.S. Department of Agriculture Forest Service fire equipment; and
 - g. Other uses which may be determined by Donor and Donee that are consistent with the Donor Mission.
2. Restriction on Ownership. The Property shall only be owned by a governmental entity, Charity or Foundation.
3. Third-Party Beneficiaries. Other than the Jones Family, there are no express third-party beneficiaries of the CC&Rs.
4. Limited Reversionary Interest. Within five (5) years after Donee obtains fee simple title to the Property, Donee shall convey the property directly to a third-party governmental entity, Charity or Foundation, after consultation with the Jones Family, if any of the following occur:
- a. If Donee dissolves or ceases to exist while still owning the Property; or
 - b. Donee determines for any reason that it is no longer feasible for Donee to own and operate the Property; or
 - c. Donee is not operating the Property in accordance with the Donor Mission.
5. Termination. The CC&Rs are in effect until (i) released and terminated by mutual written agreement between the Donee and all of the then living members of the Jones Family; or (ii) terminated by the unanimous consent of all of the then living members of the Jones Family. For clarity, references to the Jones Family in this Article shall refer to those members of the

CONDITIONS COVENANTS AND RESTRICTIONS

EXHIBIT D TO DONATION AGREEMENT

Jones Family who are alive at the time of any action or agreement, so that if only two (2) members of the Jones Family are alive at the time of any proposed or agreed upon action, then both such members of the Jones family must consent or agree to such proposed or agreed upon action. In the event that any member of the Jones Family is incapacitated (defined below), then that incapacitated person may be represented by an agent under a power of attorney or other duly appointed or authorized representative. The term Jones Family as used above shall refer only to Amelia Jones, Allen Jones and Ezra Jones, collectively and individually.

6. Miscellaneous Provisions.

a. Dispute Resolution. Any dispute arising out of or related to the CC&Rs shall be submitted to at least two (2) sessions of mediation of at least two (2) consecutive hours each session by all parties involved in the dispute prior to commencing any litigation. The parties shall use a mediator or mediators acceptable to both parties and bear equally the costs of mediation. Each party involved in the mediation agrees to pay each party's own attorney fees incurred prior to and during a mediation.

b. Attorneys' Fees and Costs. The prevailing party in any litigation to enforce the CC&Rs shall be entitled to reimbursement from the nonprevailing party of all costs and attorneys' fees, including without limitation attorney fees incurred on appeal or in bankruptcy court.

c. Binding Effect. The CC&Rs shall inure to the benefit of and shall be binding upon Donor, Donee and all their successors in interest. The terms Donor and Donee includes all their successors in interest.

d. Interpretation. Any third party waives the right to make any argument interpreting any ambiguity in the CC&Rs against Donor because of Donor drafting the CC&Rs.

e. Effective Date. The CC&Rs shall become effective at the time and on the date the CC&Rs are recorded in the real property records of Custer County, Idaho.

EXHIBIT D TO DONATION AGREEMENT

SMILEY CREEK BEARS, LLC

By _____

Its _____

State of _____

County of _____

This record was acknowledged before me on _____, 2023, by
_____, the authorized member or manager of SMILEY CREEK BEARS,
LLC.

Signature of notary public (Stamp)

My commission expires: _____

SAWTOOTH INTERPRETATIVE & HISTORICAL ASSOCIATION, INC.

By _____
Steward Wilder, President

State of Idaho

County of _____

This record was acknowledged before me on _____, 2023, by STEWART
WILDER, the president of SAWTOOTH INTERPRETATIVE & HISTORICAL
ASSOCIATION, INC.

Signature of notary public (Stamp)

My commission expires: _____

CONDITIONS COVENANTS AND RESTRICTIONS

Township 9 North, Range 14 East Boise Meridian, Section 29, Custer County, Idaho / Page 4 of 5

EXHIBIT D TO DONATION AGREEMENT

EXHIBIT A

Township 9 North, Range 14 East Boise Meridian, Custer County, Idaho

Section 29: The parcel as depicted upon Record of Survey Plat filed January 8, 1981, as Instrument No. 157167, described as commencing at the corner for Sections 29, 30, 31 and 32, Township 9 North, Range 14 East Boise Meridian;

Thence North 47°52'40" East 2989.33 feet to a point on the Easterly Right of-Way Line of Idaho State Highway 75 and the Real Point of Beginning

Thence along said Highway Right-of-Way North 21°02'56" West 681.48 feet;

Thence South 89°17'08" East 501.78 feet;

Thence South 37°12'43" East 456.75 feet;

Thence South 63°29'09" West 595.95 feet to the Point of Beginning.

CONDITIONS COVENANTS AND RESTRICTIONS

Township 9 North, Range 14 East Boise Meridian, Section 29, Custer County, Idaho / Page 5 of 5

EXHIBIT A TO DONATION AGREEMENT

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

JOHN A. SEILLER
Attorney at Law, PLLC, ISB No. 4595
111 N Main St Ste B
Post Office Box 6200
Ketchum, Idaho 83340
practice@sunvalleylaw.net
(208) 726-5962
FAX 913-0500

(Space Above This Line for Recorder's Use)

GIFT DEED

FOR NO CONSIDERATION OR GOODS AND SERVICES IN RETURN, Grantor, SMILEY CREEK BEARS, LLC, an Idaho limited liability company, conveys, releases, remises and quitclaims all right title and interest to Grantee, SAWTOOTH INTERPRETATIVE & HISTORICAL ASSOCIATION, INC., an Idaho nonprofit corporation ("Donee") and Internal Revenue Code ("IRC") section 501(c)(3) public charity, with an address of PO Box 75, Stanley, Idaho, 83278, all right, title and interest in real property, located at 1 Sessions Drive, Custer County, Stanley, Idaho, 83278, legally described in Exhibit A.

TO HAVE AND TO HOLD the Property, with all appurtenances, including without limitation, Idaho Department of Water Resources water right Nos. 71-4048, 71-4049 and 71-4050, unto Grantee and to Grantee's heirs and assigns forever. The Property is subject to terms between Grantor and Grantee concerning the Property in CONDITIONS, COVENANTS AND RESTRICTIONS recorded simultaneously with this deed.

SMILEY CREEK BEARS, LLC

By _____

Its _____

EXHIBIT A TO DONATION AGREEMENT

State of _____

County of _____

This record was acknowledged before me on _____, 2023, by
_____, the authorized member or manager of SMILEY CREEK BEARS,
LLC.

Signature of notary public

(Stamp)

My commission expires: _____

EXHIBIT A TO DONATION AGREEMENT

EXHIBIT A

Township 9 North, Range 14 East Boise Meridian, Custer County, Idaho

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Thence along said Highway Right-of-Way North 21°02'56" West 681.48 feet;

Thence South 89°17'08" East 501.78 feet;

Thence South 37°12'43" East 456.75 feet;

Thence South 63°29'09" West 595.95 feet to the Point of Beginning.