



# CITY OF RAPID CITY

RAPID CITY, SOUTH DAKOTA 57701-2724

## Growth Management Department

300 Sixth Street

Karen Bulman, Planner II  
Growth Management Department  
city web: [www.rcgov.org](http://www.rcgov.org)

Phone: 605-394-4120  
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e-mail: [karen.bulman@rcgov.org](mailto:karen.bulman@rcgov.org)

### MEMORANDUM

TO: City Council  
Legal and Finance Committee

FROM: Karen Bulman, Planner II

DATE: March 21, 2007

RE: Historic Preservation Commission Certified Local Government Grant application for 2007-2008

The Historic Preservation Commission requests authorization to submit the application for the 2007-2008 Certified Local Government Grant in the amount of \$5,000. The requested grant application is to fund the administrative duties of the Historic Preservation Commission, to provide a Historic Preservation Workshop and to purchase a laptop computer and printer and two tabletop lecterns.

The Historic Preservation Workshop will provide a forum to educate the community about Historic Preservation and the Historic Districts within our community. The laptop computer will allow Historic Preservation Commissioners the ability to give power point presentations on our local Historic Preservation initiatives. The tabletop lecterns will allow the display of the photograph albums of the Commissions historic photographs during workshops and seminars.

**REQUEST: The Rapid City Historic Preservation Commission requests authorization to submit the 2007-2008 Certified Local Government grant application in the amount of \$5,000.00.**



EQUAL HOUSING  
OPPORTUNITY

EQUAL OPPORTUNITY EMPLOYER

AWARD OF ALLOCATION  
for  
HISTORICAL PRESERVATION  
By  
CITY OF RAPID CITY  
Project Number SD-

The State of South Dakota, acting through the Department of Education and Cultural Affairs, Office of History, State Historical Preservation Office Program (hereinafter called State) hereby awards to the City of Rapid City Preservation Commission (referred to hereafter as the Subgrantee) an allocation in an amount not to exceed \$5,000.00 for the purposes of carrying out the provisions of SDCL 1-19A.

**Subgrantee Assurances**

In accepting this allocation the Subgrantee hereby makes assurances to the State that funds herein provided will be expended in a manner conforming to all applicable State and Federal laws and regulations, and that the project which will be carried out using these funds is described in Exhibit A of this award of grant-in-aid. Exhibit A is attached hereto and is an integral part of this document.

In carrying out the project, the Subgrantee will:

- A. Duly and faithfully comply with the terms and conditions of this Award of allocation;
- B. *Duly and faithfully comply with all applicable Federal and State laws; the Historic Preservation Fund grant to the State is administered under the Federal financial management requirements of OMB Circular A-133, "Audits of States, local Governments, and non-profit organizations;" OMB Circular A-102, "Uniform Administrative Requirements for Grants-in-Aid to State and Local Governments." If appropriate, Federal requirements governing grants under OMB Circulars A-122 or A-21, and A-110 are applicable.*
- C. Duly and faithfully comply with all regulations and directives issued by the Office of History or the U.S. Department of the Interior/National Park Service as outlined in the "Historic Preservation Fund Grant Manual" and "Fiscal Year 2002 Historic Preservation Fund Annual Grant Application and Budget Changes/Special Conditions;" the Subgrantee's application proposal and the "Allocation Guide: South Dakota Guide to the Historic Preservation Grants Program for Certified Local Governments, 2002" will serve as addenda to this allocation award and are hereby incorporated into and made a part of this agreement.
- D. At all times during regular business hours and as often as the Office of History requires that representatives of the Office of History and all other authorized representatives of the State and Federal governments must be permitted to have full and free access to the project, accounts, records, and books of the Subgrantee relative thereto, including the right to make copies of excerpts and transcripts from all accounts, records, and books;
- E. At such times as the Office of History or the U.S. Department of the Interior may reasonably require, furnish periodic reports, statements, documentary data, and other information relative to the progress and status of the project, and comply with the terms and conditions of this award;  

The Historic Preservation Office Program requires at least three progress reports per project, at the beginning, middle, and end.
- F. Hold the State and Federal governments harmless from damages in any action arising from any claims, demands, obligations, damages and liability of any nature whatsoever arising from performance of work done under this agreement; and

- G. Federal or Historic Preservation Fund monies shall not be used to match the monies granted through this award unless specifically allowed under special Federal enabling legislation and permission is granted in writing.

#### General Provisions

1. The Subgrantee agrees to comply with all terms or conditions of this award and failure to do so shall be deemed a material breach of this agreement. After written notice from the State, the Subgrantee shall return all funds received under the award to the State.
2. The Subgrantee agrees to not begin performance under the terms of this award until said Subgrantee is notified by the State that it has approved the project named in Exhibit A of this agreement, excluding preagreement costs. Scope of work, products, budget and performance cannot be changed without prior written approval from the State.
3. The Subgrantee agrees to acknowledge the Department of the Interior's National Park Service support of publications inclusive of any audio visual materials, when applicable, and will submit three copies of such articles, documents to the State.
4. The Subgrantee agrees to provide for open and free competition for all purchasing transactions whether negotiated or advertised, and shall utilize minority-owned firms, women's business enterprises, and labor surplus area firms as sources of supplies and services.
5. The Subgrantee agrees to have prior written approval for equipment purchases. Title to property acquired with Federal assistance vests in the State Historical Preservation Program and must be returned to the State when no longer used for its original purpose.
6. The Subgrantee agrees that the project for which this allocation has been made shall be completed no later than **May 31, 2008**. All extensions will be done on an individual basis.

A final Certificate of Eligible Actual Costs accompanied by copies of all original bills from contractors, suppliers, and vendors with evidence of complying with Federal competitive procurement requirements for these contractors or services; and proof of payment for those bills in a format designated by the State; along with the other reports compiling the project's completion shall be submitted no later than **May 31, 2008**. Any project bills received by the State after that date will not be honored.

Payment of the allocation will be made upon compliance with the terms of the award. Upon receipt of the Certificate of Eligible Actual Costs executed by a person who shall be approved for this purpose by the State, a review of the costs applicable to cost principles of OMB Circular A-87, A-21, or A-122 will be made by the State.

If product has been completed satisfactorily in accordance with the terms of this award and conform to the Secretary of Interior Standards as outlined in Exhibit A, the State will commence processing payment of the allocation, which will equal 50% of the allowable project costs; the nonfederal matching share documentation must be submitted prior to the final Federal reimbursement. Progress payments may be made at the discretion of the State upon the completion of the phases of work, provided that specified conditions have been met for each such phase of work. Final products which do not conform to the terms and conditions of the agreement or which do not meet the applicable Secretary of the Interior's Standards will not be reimbursed. The subgrantee shall submit an acceptable final report of the project to the State which includes a comparison of completed activities and budget to those in the approved subgrant agreement.

The making of any payment by the State under this award shall not constitute nor be construed as a waiver by the State or Federal governments of any default which may exist on the part of the Subgrantee, nor shall the doing of any act by the State while any default exists

in anyway impair or prejudice any right or remedy available to the State regarding possible default.

7. The State of South Dakota assumes no liability for payment under the terms of this award until the Subgrantee is notified by the State that the award has been approved by the State and that funds have been received from the U. S. Department of the Interior and in any event, the State shall have no liability for payment except to the extent of the receipt of these funds from the U.S. Department of the Interior.
8. The Subgrantee shall, at its own expense, provide for an audit acceptable to the State. The Subgrantee will comply with audit regulations under OMB A-133, The Single Audit Act. Copies of the audit should be sent to the State Historical Preservation Program.
9. All project records shall be retained by the Subgrantee for a three year period starting from the date of the final expenditure submission, or until an acceptable audit has been performed and all claims from such audit have been resolved.
10. The State may terminate this allocation in whole, or in part upon thirty (30) days written notice to the Subgrantee.

The Subgrantee may terminate this award by providing the State acceptable documentation of all expenditures made hereunder and by returning to the State any part of the funds provided hereunder that have not already been spent by the Subgrantee and by agreeing in writing to hold the State harmless for any claims arising as a result of actions, agreements, or restrictions completed pursuant to this award.

The Subgrantee shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The State shall allow full credit to the Subgrantee for the Federal share of the noncancellable obligations, properly incurred by the grantee prior to termination. Payment shall be made upon fulfillment of project obligations set forth for progress payments in paragraph 6.

11. This agreement constitutes the entire understanding between the Subgrantee and the State. Any additions, corrections, deletions or amendments shall be in writing and must be signed by both the Subgrantee and the State.

\_\_\_\_\_  
State Historical Preservation Program

\_\_\_\_\_  
Subgrantee Jim Shaw, Mayor Date

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date  
James Preston, Finance Officer

Jay D. Vogt  
State Historic Preservation Officer

Project Manager, Preservation Commission  
Subgrantee

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date  
Marcia Elkins, Director  
Growth Management Department

Marty Davis  
Administrator, Tourism and State Development

\_\_\_\_\_  
Signature Date

EXHIBIT A  
Project Number SD-05-21

The Subgrantee shall comply with the policies and procedures set forth in the *Allocation Guide to Historic Preservation Allocation Program for Certified Local Governments, 2002*, in executing and completing the project work approved below and shall adhere to the project proposal submitted by the Subgrantee detailed on the application form, including all attachments therein. **All draft documents need SHPO program area approval before Subgrantee completes final copies.**

1. Subgrantee: Rapid City Historic Preservation Commission, Karen Bulman, 300 Sixth St Rapid City, SD 57701.

2. Nonfederal Matching Share:  
 Donor: City of Rapid City  
 Source: Operating Funds  
 Kind: Cash  
 Amount: \$3,030.00  
 Donor: Historic Preservation Commission  
 Source: Volunteer  
 Kind: In-Kind  
 Amount: \$1,970.00

<u>Budget:</u>	<b>Federal</b>	<b>Match</b>	<b>Total</b>
<b>Salaries/Benefits</b>			<b>\$ 5,000.00</b>
Planner II		\$1,550.00	
Administrative Assistant		\$ 400.00	
Administrative Secretary		\$1,080.00	
HPC Members		\$1,420.00	
HPC Members as Professionals		\$ 550.00	
<b>Product</b>			<b>\$ 2,000.00</b>
Laptop computer and printer	\$1,700.00		
Two portable tabletop lecterns	\$ 300.00		
<b>Memberships</b>			<b>\$ 275.00</b>
Memberships	\$ 275.00		
<b>Workshop</b>			<b>\$ 1,500.00</b>
Public Workshops/seminars	\$ 1,500.00		
<b>Supplies</b>			<b>\$ 1,225.00</b>
Office supplies	\$ 225.00		
Postage, Notices	\$1,000.00		
<b>TOTALS</b>	<b>\$5,000.00</b>	<b>\$5,000.00</b>	<b>\$10,000.00</b>

4. Purpose: Public seminars/home show booth.

Products: Laptop Computer and printer. Two Portable Tabletop Lecterns

5. Performance milestones: Submit minutes in report form to the SHPO within thirty (30) days after each Preservation Commission Meeting. Submit workshop dates to SHPO 45 days prior to workshop. Submit a draft copy of National Register nomination to SHPO for 30-day review.

6. Project Dates: Beginning date is **June 1, 2007**, ending date is **May 31, 2008**.

7. No program income will be generated.

8. Payments: Progress reimbursement requests must be submitted to the State on September 20, 2006; balance by **May 31, 2008** with administrative report and products.

Year 2007-2008 CLG PRESERVATION  
PROJECT APPLICATION

Project Title: 2007-2008 City of Rapid City Historic Preservation Public Education Project

Location of Project Area: City of Rapid City, South Dakota

Applicant Name and Address:

Rapid City Historic Preservation Commission  
300 Sixth St.  
Rapid City, SD 57701

Telephone - (605)394-4120

Project Manager Name and Address:

Karen Bulman, Planner II  
Rapid City Growth Management Department  
300 Sixth Street  
Rapid City, SD 57701

Telephone - (605)394-4120

2007 Federal Amount Requested: Basic \$2,000, Supplemental \$3,000

Project Period: Beginning June 1, 2007; Ending May 31, 2008

Project Products:

- Public Education Workshop/Home Show
- Historic Preservation Workshop/Educational Materials
- Laptop Computer and Printer
- Two Portable Tabletop Lecterns

PROJECT SUMMARY:

Basic Allocation Funds: Supplies, Historic Preservation Workshop/Educational Materials, Memberships, and Postage and Program Administration.

Supplemental Fund Project: Public Education Workshop/Home Show, Laptop Computer and Printer, and Two Portable Tabletop Lecterns

1A. The proposed projects meet the requirements of Supplemental Funds usage. The Public Education Workshop will provide the Historic Preservation Commission with an important opportunity to heighten public awareness and interest concerning the community's historical resources and historic preservation in general. The Historic Preservation Workshop will focus on preservation issues locally and will provide preservation information to property owners.

1B. The principal products of the 2007-2008 CLG projects will be: (1) Public Education Workshop/Home Show, (2) Historic Preservation Workshop, (3) Laptop Computer and Printer, and (4) Two Portable Tabletop Lecterns

An important product of the 2007-2008 Public Education Project of the CLG grant will be a public workshop. A total of \$1,000 of the CLG supplemental funding will be used towards this component of the project. The precise type of workshop has not yet been selected; however, it will likely be an expanded information booth at the Black Hills Home Builder's show at the Rapid City Civic Center. The expanded booth will include a model clay display of the Downtown buildings as a visual reminder of our historic structures in Downtown Rapid City. The proposed theme of the workshop will be to further educate owners of historic properties and dispel some of the myths regarding the historic review process mandated under SDCL 1-19A-11.1. In concert with this effort, the Commission members will be working on their own to develop better communication

with owners of historic properties and to provide valuable input to city officials and community leaders regarding historic preservation.

Another important product of the 2007-2008 CLG grant will be the Historic Preservation Workshop. A total of \$500 of the CLG basic allocation funding will be used towards this component of the project. The proposed workshop will be held in May 2008 as part of the Historic Preservation Month. The Commission members will be joining with the Rapid City Library to bring in a speaker to discuss historic preservation. The focus will be on local preservation issues as well as ways to provide historic preservation information to property owners.

The final products of the 2007-2008 CLG grant will be the purchase of a laptop computer and small printer and two portable tabletop lecterns to be used as presentation tools for Historic Preservation. A power point presentation, an extensive library of local historic photos, and information on local historic preservation will be placed on the computer to be used by Commission members for presentation to civic groups and property owners. The tabletop lecterns will be used to display the photographic albums of our historic photographs when presenting information at future workshops and seminars.

2. The public workshop will help increase public awareness and recognition of historic preservation, and will ultimately help to save more of the community's important historical buildings and provide accurate information for the Commission, Public Officials, and the general public.

3. The products will be produced through the direct efforts of the Historic Preservation Commission members. The Historic Preservation Commission will prepare and conduct the workshops.

4. Users and those benefiting from the project will include the entire community, surrounding area, and numerous tourists that visit the region every summer. On a long-term basis, benefit will be provided to the National Park Service, State Historic Preservation Office, the City of Rapid City, and state historians as the public education component of the project will lead to future property nominations.

5. The primary preservation need and the SHPO goals addressed by this project will be the education of the general public about historic preservation.

6. NA

7. NA

TENTATIVE SCHEDULE:

Start Date: June 1, 2007  
End Date: May 31, 2008

Public Education Workshop/Home Show: Preliminary Plans complete by December 31, 2007 with Workshop to be held by March 30, 2008.

Historic Preservation Workshop: Preliminary Plans by February 28, 2008 with Workshop to be held by May 30, 2008.

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COST ESTIMATES:

BASIC ALLOCATION BUDGET	Federal	Match	Total
Salaries/Benefits			\$2,000.00
Planner II		\$350.00	
Administrative Assistant		\$150.00	
Administrative Secretary		\$280.00	
HPC Members		\$670.00	
HPC Members as Professionals		\$550.00	
			\$2,000.00
Memberships	\$275.00		
Postage, Program Administration/Supplies	\$1,225.00		
Workshop	\$500.00		
TOTALS	\$2,000.00	\$2,000.00	\$4,000.00

MATCH:

Donor:	<u>City</u>	<u>HPC</u>
Source:	Operating Funds	Services
Kind:	**Cash	Volunteer
Amount:	\$780.00	\$1,220.00

SUPPLEMENTAL ALLOCATION BUDGET	Federal	Match	Total
Salaries/Benefits			\$3,000.00
Planner II		\$1,200.00	
Administrative Assistant		\$ 250.00	
Administrative Secretary		\$ 800.00	
HPC Members		\$ 750.00	
			\$3,000.00
Public Education/Black Hills Home Show	1,000.00		
Laptop Computer and Printer	1,700.00		
Two Portable Tabletop Lecterns	300.00		
TOTALS	\$3,000.00	\$3,000.00	\$6,000.00

MATCH:

Donor:	<u>City</u>	<u>HPC</u>
Source:	Operating Funds	Services
Kind:	**Cash	Volunteer
Amount:	\$2,250.00	\$750.00

\*\* Note: This cash match is made up of City Staff time.

**MEMBERSHIPS:**

South Dakota Historical Society  
Preserve South Dakota  
National Trust for Historic Preservation  
National Alliance of Preservation Commissions

**HISTORIC PRESERVATION COMMISSION MEMBERSHIP LIST:**

Duane Baumgartner, Public Arts  
Michael Bender, Landscape Architect  
Dennis Halterman, Downtown Business Owner  
Jean Kessloff, West Boulevard Historic Property Owner  
Adrienne Kerst, Architectural Historian  
Kenneth Loeschke, Professional Engineer  
Norman Nelson, Printing  
Pat Roseland, West Boulevard Historic Property Owner  
Dan Senftner, Historic Downtown Business Owner  
Scott Sogge, Professional Construction Contractor

I certify that the information contained in this application is true and correct to the best of my knowledge, and that I am the duly authorized representative of the applicant. I have read the Allocation Guide and I am familiar with all terms and conditions set forth therein. Attached are necessary resumes of project personnel and the completed copies of the Assurances and Debarment and Suspension Certification forms. (Note: Resumes on file with SHPO).

Dated: \_\_\_\_\_, 2007

\_\_\_\_\_  
Project Manager Signature

**U. S. Department of the Interior**

**Certification Regarding  
Debarment, Suspension, Ineligibility and  
Voluntary Exclusion**

**Lower Tier Covered Transactions**

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This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 43 CFR Part 12, Section 12.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations are included in the proposal package. For further assistance in obtaining a copy of the regulations, contact the U. S. Department of the Interior, Acquisition and Assistance Division, Office of Acquisition and Property Management, 18th and C Streets, N. W., Washington, D.C. 20240.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTION ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such as prospective participant shall attach an explanation to this proposal.

Jim Shaw, Mayor

James Preston, Finance Officer

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Name and Title of Authorized Representative

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Signature

Date

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### **Instruction for Certification**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant unknowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions." without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transaction authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

## **CERTIFIED ASSURANCES HISTORIC PRESERVATION PROGRAM**

This program receives Federal financial assistance from the National Park Service. Grants are subject to the requirements outlined in OMB Circulars A-133, A-87, A-110, and A-122. Subgrantees agree to abide by all federal and state regulations, including the following certified assurances.

The Subgrantee agrees to comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) 42 USC 2000d,et seq.; Executive Order 11764 and Department of Interior Regulation (43 CFR 17; (b) Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112 as amended); (c) the Age Discrimination Act of 1975; (d) Title IX of the Education Amendments of 1972, as amended; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended; (f) the American With Disabilities Act 1990 (P.L. 101-366); (g) any other nondiscrimination provisions is the specific statute(s) under which application for Federal assistance is being made. Furthermore, the applicant Hereby Certifies that it meets all requirements regarding Federal debt status and Federal debarment and suspension, and that it will provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988. This assurance shall obligate the Applicant for the period during which the Federal financial assistance is extended.

### **Assurances Explanation**

**Title VI of the Civil Rights Act of 1964**, as amended, provides that no person in the United States shall, *on the grounds of race, color or national origin*, be excluded from participation in, be denied benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance.

**Section 504 of the Rehabilitation Act of 1973** provides that no otherwise qualified disabled individual in the United States, as defined in section 7(6)\*, shall, *solely by reason of his/her disability*, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal assistance. Failure to comply with Section 504 can result in loss of federal funds.

\* For the purpose of Section 504, the term "disabled individual" means any person who (a) has a physical or mental impairment which substantially limits one or more of such person's major life activities, (b) has a record of such impairment, or (c) is regarded as having such an impairment.

**Americans with Disabilities Act (ADA) of 1990** prohibits discrimination on the basis of disability in employment (Title II) and places of public accommodation and commercial facilities (Title III).

**Age Discrimination Act of 1975** provides that no person in the United States shall, *on the basis of age*, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance.

**Title IX of the Education Amendments of 1972** provides that no person in the United States shall, *on the basis of sex*, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal assistance.

As required by **Section 1352, Title 31 of the U.S. Code**, grantees must comply with the restriction concerning **lobbying** with allocation funds: "No part of the money appropriated by an enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or its departments or agencies from communicating to members of Congress on the request of any member or to Congress, through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business."

**Debarment and Suspension** -The sub-grantee certifies to the best of his or her knowledge and belief that the sub-grantee or its principals (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; (b) has not within a three-period preceding this proposal been convicted of or had a civil judgment rendered against him or her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (c) is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and (d) has not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

**Drug-Free Workplace Act of 1988** - (a) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; (b) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within ten calendar days of the conviction, to the grant officer or other designee, unless the Federal

agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

As required by **Federal Debt Status** (OMB Circular A-120), the grantee certifies that it is not delinquent in the repayment of any Federal debt.

Consistent with 41 U.S.C. 10a-10c, "**Buy American Act**," subgrantees who are purchasing equipment and products through an Endowment-supported grant are encouraged, whenever possible, to purchase American-made equipment and products.

**Fair Labor Standards Act** states that all professional performers and related or supporting personnel employed on projects or productions which are financed in whole or in part under the grant shall receive not less than the minimum compensation as determined by the Secretary of Labor.

No part of any project or production which is financed in whole or in part under the grant will be performed or engaged in under working conditions which are unsanitary or hazardous or dangerous to the health and safety of the employees engaged in such project or production.

**The Native American Graves Protection and Repatriation Act of 1990** (25 U.S.C. 3001 et seq.) applies to any organization which controls or possesses Native American human remains and associated funerary objects, and which receives Federal funding, even for a purpose unrelated to the Act.

If your non-profit organization receives **\$300,000 or more in federal financial assistance**, the State of South Dakota requires that an **annual audit** be conducted in accordance with OMB Circular A-133. Audits shall be completed and filed with the Department of Legislative Audit by the end of the 12th month following the end of the fiscal year being audited.\* The Subgrantee shall, at its own expense, provide for an audit acceptable to the State. The Subgrantee will comply with audit regulations under OMB A-133, The Single Audit Act. Copies of the audit should be sent to the State Historical Preservation Program

\* Audits must be conducted by an auditor that is approved by the Auditor General of the State of South Dakota. Auditor approval must be obtained annually and can be requested by forwarding a copy of the audit engagement letter to the Department of Legislative Audit. The Department of Legislative Audit will notify each auditor of approval or disapproval. For information concerning audits contact: Department of Legislative Audit, A-133 Coordinator, 427 S. Chapelle, c/o 500 E. Capitol, Pierre, SD 57501.

As the Grantee's authorized representative, I certify that  
City of Rapid City

\_\_\_\_\_  
(name of grantee)

is in compliance with the Award of Allocation and CERTIFIED ASSURANCES outlined  
in this document.

**Name (please print or type):**

Name (please print or type) Jim Shaw

Title (please print or type) Mayor

Signature: \_\_\_\_\_ Date \_\_\_\_\_

Name (please print or type) James Preston

Title (please print or type) Finance Officer

Signature: \_\_\_\_\_ Date \_\_\_\_\_

**THIS MUST BE SIGNED AND RETURNED WITH YOUR GRANT  
APPLICATION.**

**Your grant award will not be processed until these documents are on file in our  
office.**