

STATE OF SOUTH DAKOTA
AGREEMENT FOR LAND AND WATER CONSERVATION FUND ASSISTANCE

By this agreement, entered into this 25th day of February, 2008, between the State of South Dakota, Department of Game, Fish and Parks, Division of Parks and Recreation, hereinafter called the "State", and the City of Rapid City, a political subdivision of the State of South Dakota, hereinafter called the "Participant", the parties hereto agree to the following:

- A. The State obligates funds from the Land & Water Conservation Fund (LWCF) apportionment by agreeing to pay to the Participant an amount equal to 50% of the total eligible costs, but in no event shall such amount exceed \$ 50,000.00 ; for:

Project Number and Title: 46-01423, RAPID CITY VICKIE POWERS PARK PLAYGROUND DEVELOPMENT.

Project Period: From February 12, 2008 to December 31, 2009
(month) (day) (year) (month) (day) (year)

Project Scope: The City of Rapid City will install new playground equipment in Vickie Powers Park.

The State does not pledge the assets of the State of South Dakota, nor does it promise to pay any part of the contract sum to the Participant from any monies of the State of South Dakota.

- B. The Participant pledges to accomplish the project scope, to submit all reports required and to maintain the finished project for public use, and outdoor recreation enjoyment. The Participant further agrees to reimburse the State for all losses suffered due to the failure of the Participant to meet the obligations as set forth in this agreement.
- C. The parties agree to the following:
1. This agreement may be rescinded, modified, or amended only through written approval of both parties. The Participant shall submit to the State written requests, and acquire its written approval prior to implementing any modifications in the "Project Scope, Project Period, or Cost".
 2. The Participant may request reimbursement of eligible costs incurred for development and/or acquisition pursuant to the "Project Scope" by submitting to the State a billing report substantiated by carbon or photostatic copies of invoices issued to, and canceled warrants or checks issued by, the Participant in payment of such eligible costs.
 3. The Participant shall maintain, according to generally accepted accounting procedures, satisfactory financial accounts, documents, records of service, material, equipment, labor and real property pertinent to the project and shall retain such records and documents for five (5) years following project completion.

4. The Participant shall comply with the Federal Single Audit Act Amendments of 1996, Public Law 104-156, and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations", in effect for the period covered by this contract. The Single Audit Act Amendments, and OMB Circular A-133 require that recipients/sub recipients of federal awards, whose expenditures of federal awards in the recipient/subrecipient's fiscal year are \$500,000.00 or more, shall have an audit made for that fiscal year. Additionally, Participants shall comply with the audit requirements of SDCL 4-11, as applicable. Audits should be coordinated with the South Dakota Department of Legislative Audit.
5. Site plans, location maps, structure plans and any other plans and/or specifications shall be submitted to the State for approval, and upon approval become a part of the terms of this agreement.
6. All new electric wires under 15 KV and telephone wires located within the project boundaries, shall be placed underground. In no case shall mass recreation use areas (swimming, picnicking, etc.) be located under electrical wires.
7. The Participant shall comply with Executive Order 12432, Minority Business Development. It is national policy to place a fair share of purchases with minority business firms. In particular, recipients should:
 - A. Place minority business firms on bidder's mailing lists.
 - B. Solicit these firms whenever they are potential sources of supplies, equipment, construction or services.
 - C. Where feasible, divide total requirements into smaller needs and set delivery schedules that will encourage participation by these firms.
 - D. Use the assistance of the minority business development agency of the Department of Commerce, the Small Business Administration, the Office of Small Disadvantaged Business Utilization, Department of the Interior, The Business Utilization and Development Specialists who reside in each Department of the Interior Bureau Office and similar State and local offices, where they exist.
8. The participant must comply with the overtime and minimum wage requirements of the Fair Labor Standards Act. This Act provides that any local government employees whose salaries are a part of the costs reimbursed with federal funds, must be paid no less than the federal minimum wage of \$5.85 per hour, one and one-half their regular pay rates after 40 hours of work in a week and certain limitations on the type of work that an employee less than 18 years of age can be allowed to do. If the state minimum wage should be raised above the federal minimum wage rate, the greater of the state or federal minimum wage must be paid.
9. The Participant shall award construction contracts in accordance with the statutory
10. bidding requirements in SDCL 5-18, and shall submit a copy of the bid tab to the State.

11. The Participant shall inform all bidders on contracts for construction in excess of \$2,000 that federal funds will be used to assist in construction.
12. The Participant shall complete the project work in compliance with all applicable state and local laws and regulations, and in compliance with "project scope" and approved plans and specifications.
13. The Participant shall permit periodic site visits by the State to insure work progress is in accordance with the approved plans, specifications, and "Project Scope" including a final inspection upon project completion, as well as subsequent periodic inspections to insure adequate maintenance and proper operation.
14. The Participant agrees that if any real property acquired or developed under this agreement is converted to other than public outdoor recreational use, the Participant shall substitute for the converted real property other recreational properties of at least equal fair market value and of reasonable size and equivalent usefulness. Replacement property shall be subject to approval by the State.
15. The Participant shall operate and maintain facilities developed pursuant to this agreement for public outdoor recreation purposes for the normal life expectancy of the facilities.
16. The Participant shall comply with applicable Federal environmental standards, particularly the Clean Air Act and the Clean Water Act. All projects involving flood plains and wetlands shall preserve and enhance the natural and beneficial values of such land in accordance with Executive orders 11988, "Flood Plain Management" and 11990, "Protection of Wetlands".
17. The Participant shall not discriminate against anyone on the basis of residence, except to the extent of reasonable differences in admission or other fees.
17. The Participant shall comply with the provision of Title VI of the Civil Rights Act of 1964. In short, as a recipient of Land and Water Conservation Fund assistance the participant must assure that their recreational facilities and programs are open to all persons, regardless of race, color, national origin, age or handicap.
18. The Participant shall comply with the provision of the Department of Justice 28 CFR Part 35. This regulation provides that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, be subjected to discrimination, or be denied access to any assisted facility or site under any program or activity receiving Federal financial assistance. In this regard all facilities designed, constructed or altered with LWCF assistance, must be accomplished in accordance with the specifications contained in 28 CFR Part 35.
19. The Catalog of Federal Domestic Assistance number (CFDA #) for the Land & Water Conservation Fund is 15-916, titled Outdoor Recreation, Acquisition, Development, & Planning.

20. The Participant shall comply with the applicable federal uniform administrative rules for domestic assistance programs of the US Department of the Interior, found in 2 CFR
21. The general public must be made aware of the Participant's nondiscrimination policy and the right to file complaints alleging violations of Title VI and Section 504. This must be done annually on a continuing basis and can be accomplished through newspaper notices and/or posters. In addition all major brochures, recreation schedules, or advertisements must contain this information. Suggested language is:

 "Equal opportunity to participate in and benefit from recreational facilities or programs is available to all persons regardless of race, color, national origin, age or handicap. Complaints alleging discrimination should be sent to the South Dakota Department of Game, Fish and Parks, 523 E. Capitol Avenue, Pierre, South Dakota 57501 or the Office For Equal Opportunity, U.S. Department of the Interior, Office of Secretary, Washington, DC 20240."
22. The Participant shall comply with all policies and procedures set forth in the National Park Service Land and Water Conservation Fund Grants Manual. Said manual is hereby incorporated into and made a part of this agreement.
23. Failure by the Participant to comply with the terms of the agreement shall be cause for suspension of all obligations of the State hereunder.

The following special project terms and conditions were added to this agreement before it was signed by the parties hereto: None

In witness whereof, the parties hereto have executed this agreement as of date entered above:

Attest:

PARTICIPANT

Signature

Alan Hanks
Mayor

Title

Signature

Jerry W. Cole, Director
Department of Parks and Recreation

Title

(seal)

STATE



Signature

Randy Kittle
Grant Coordinator

Title



Signature

Robert J. Schneider
Alternate State Liaison Officer

Title