


# Historic Preservation Commission of Rapid City

300 sixth st. rapid city, s.d. 57701

## MEMORANDUM

TO: Rapid City Legal and Finance Committee

FROM: Paul Swedlund, Chairman – Historic Preservation Commission 

DATE: 12/6/00

RE: Year 2000-2001 CLG Grant Agreement

The City Council earlier this year authorized the submittal of the Certified Local Government grant application. A total of \$6,000 has been awarded to the Commission for use in funding Commission operating expenses, development of a photo archival collection, reproduction of brochures, and public education projects. A copy of the grant agreement is attached for your review.

The grant agreement requires that every dollar of grant be matched with a dollar of cash or in-kind services. Of the \$6,000 of match required for this grant, approximately \$4,000 will be in the form of time donated by Commission members and \$2,000 will be in the form of Planning Department Staff time.

**On behalf of the Rapid City Historic Preservation Commission, I am requesting your approval and authorization for Mayor and Finance Officer to sign the attached Certified Local Government (CLG) grant agreement between the City of Rapid City and the State of South Dakota.**

**AWARD OF ALLOCATION**  
for  
**HISTORICAL PRESERVATION**  
Rapid City Historic Preservation Commission

**Project Number 00-029**

The State of South Dakota, acting through the Department of Education and Cultural Affairs, Office of History, State Historic Preservation Office (hereinafter called State) hereby awards to the Rapid City Preservation Commission, South Dakota, (referred to hereafter as the Subgrantee) an allocation, in an amount not to exceed \$6000.00 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 and OMB Circular A-87, "Cost Principles Applicable to Grants and Contracts with State and Local Governments." If appropriate, Federal requirements governing grants under OMB Circulars A-122 or A-21, and A-110, "Grants and Agreements with Institutions of Higher Education, Hospitals and other Non-Profit Organizations" 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 2000 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, 2000" 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, permit representatives of the Office of History and all other authorized representatives of the State and Federal governments 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 to compliance 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. Shall not use Federal or Historic Preservation Fund monies 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 pre-agreement 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 June 30, 2001. 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 June 30, 2001. 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 by the State of any payment 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. 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.
9. 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 3.

10. 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.

_____	_____	<u>City of Rapid City</u>	_____
Historic Preservation Specialist		Subgrantee	

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

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

Jay D. Vogt  
Historic Preservation Officer

Project Manager, Pres. Comm.  
Subgrantee

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

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

EXHIBIT A  
Project Number #00-029

The Subgrantee shall comply with the policies and procedures set forth in the Allocation Guide to Historic Preservation Allocation Program for Certified Local Governments, 2000, 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, 300 6<sup>th</sup> St, Rapid City, SD 57701

2. Nonfederal Matching Share:  
 Donor: City of Rapid City  
 Source: Operating Funds  
 Kind: Cash  
 Amount: \$2030.00  
  
 Donor: Rapid City HPC  
 Source: Volunteer  
 Kind: Cash  
 Amount: \$3985.00

3. Budget:	Federal	Match	Total
<u>Salaries/Benefits</u>			\$6019.75
Senior Planner			
60hrs@24.50		\$ 1470.00	
Admin. Assistant			
35hrs@15.00		\$ 560.00	
HPC Members 265hrs@5.15		\$ 1364.75	
HPC as Professionals			
75hrs@35		\$ 2625.00	
Supplies	\$ 550.00		\$ 550.00
Memberships	\$ 250.00		\$ 250.00
Postage, Notices, Printing, Program Admin	\$ 750.00		\$ 750.00
Contractual (photo archive)	\$3250.00		\$ 3250.00
Walking tour brochures	\$ 450.00		\$ 450.00
Preservation Week Proj	\$ 500.00		\$ 500.00
Workshop/Educational Materials	\$ 250.00		\$ 250.00
<b>TOTAL</b>	<b>\$6000.00</b>	<b>\$ 6019.75</b>	<b>\$ 12,015.00</b>

4. Purpose: The Historic Preservation Commission will develop a photo archive. Photos will be digitally recorded and an archival hard copy will be filed. A catalogue of photos will be available to the public. Historic Preservation week project will be working on an National Register listed property

Products: Historic Photo Archive

5. Performance milestones: July 1<sup>st</sup> photo archive projects begins. October 30<sup>th</sup> images scanned. By May 1<sup>st</sup> photo catalogue complete, and Preservation Week project completed in May.

6. Project Dates: Beginning date is June 1, 2000, when matching share became available; ending date is June 30, 2001.

7. No program income will be generated.

8. Payments: Progress reimbursement requests must be submitted to the State on September 20, 2000; balance by June 30, 2001 with Administrative report and products.