

AWARD OF ALLOCATION
for
HISTORICAL PRESERVATION
By
CITY OF RAPID CITY
Project Number 46-01-024

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 \$7,000.00 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 2001 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, 2001" 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, 2002**. 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, 2002**. 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.

Historical Preservation Program ^{Mayer}
Jerry Allison 6/18/01
Signature Date

^{Finance Officer}
Subgrantee
James + Austin 6/22/01
Signature Date

Jay D. Vogt
Historic Preservation Officer
Jay D. Vogt 06-28-2001
Signature Date

Project Manager, Preservation Commission
Subgrantee Historical Preservation
R. Holmson 6/27/01 Program
Signature Date

Dan Prue
Administrator, Office of Grants Management
Dan Prue 7/6/01
Signature Date

EXHIBIT A
Project Number 46-01-024

The Subgrantee shall comply with the policies and procedures set forth in the *Allocation Guide to Historic Preservation Allocation Program for Certified Local Governments, 2001*, 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, William Lass, 300 Sixth St Rapid City, SD 57701.

2. Nonfederal Matching Share:

Donor: City of Rapid City

Source: Operating Funds/City Staff Time

Kind: Cash

Amount: \$3,965.00

Donor: Historic Preservation Commission

Source: Volunteer

Kind: In-Kind

Amount: \$2,605.00

Donor: Historic Preservation Commission

Source: Operating Funds

Kind: Cash

Amount: \$500.00

Donor:

Source:

Kind:

Amount:

3. Budget:

Salaries/Benefits

Senior Planner 65 hrs @ \$31.94/hr

Administrative Assistant 75 hrs @ \$25.19/hr

HPC Members 293 hrs @ \$5.15/hr

HPC Members as Professional Architect

10 hrs @ \$55.00/hr

HPC Secretarial 80 hrs @ \$6.82/hr

Federal

Match

Total

\$6,570.00

\$2,076.00

\$1,889.00

\$1,509.00

\$ 550.00

\$ 546.00

Contractual

Copy of historic photos to digital format

Walking Tour Brochure

\$3,750.00

\$1,500.00

\$ 500.00

\$5,750.00

Memberships

SDHS

HADF

National Trust

\$ 50.00

\$ 50.00

\$ 150.00

\$ 250.00

Workshop

Public Workshop

\$ 250.00

\$ 250.00

Supplies

Office supplies

Postage, Notices

\$ 500.00

\$ 750.00

\$1,250.00

TOTALS

\$7,000.00

\$7,070.00

\$14,070.00

4. Purpose: Conduct a public/tour education workshop. Continued development and expansion of photo archives collection. Revise and reprint of the existing Downtown Walking Tour brochure.

Products: Walking Tour Brochure

5. Performance milestones: Submit minutes in report form to the SHPO within 30 days after each

Preservation Commission Meeting. Submit draft of Downtown Walking Tour brochure to SHPO for 30-day review.

6. Project Dates: Beginning date is **June 1 2001**, ending date is **May 31, 2002**.
7. No program income will be generated.
8. Payments: Progress reimbursement requests must be submitted to the State on September 20, 2001; balance by **May 31, 2002** with administrative report and products.

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 in 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
(name of grantee)

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

Name (please print or type): James F. Preston

Title (please print or type): Finance Officer

Signature: James F. Preston Date: 6/22/01

THIS MUST BE SIGNED AND RETURNED WITH YOUR AWARD OF ALLOCATION FOR HISTORIC PRESERVATION.

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