

AWARD OF ALLOCATION
for
HISTORICAL PRESERVATION
By
CITY OF RAPID CITY
Project Number SD-12-022

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 \$24,410.00 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

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- 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, 2013**. 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, 2013**. 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

[Signature] 3/16/2012
Signature Date

Rapid City Historic Preservation Commission
Subgrantee

[Signature] 5-21-12
Signature: Sam Kooiker, Mayor Date

[Signature]
Signature: Pauline Sumption, Finance Officer

Jay D. Vogt
State Historic Preservation Officer

Jay D. Vogt 06-04-2012
Signature Date

Project Manager, Preservation Commission
Subgrantee

[Signature] 5/21/2012
Signature: Brett Limbaugh, Director Date
Community Planning Director

Marty Davis
Administrator, Tourism and State Development

[Signature] 6/5/12
Signature Date

