



Historic Preservation Commission Agenda

9:00 a.m. Regular Meeting

Wednesday June 3, 2020

Virtual Only Meeting

<https://us02web.zoom.us/j/81882139876>

1. **Roll Call**
2. **Adoption of the Agenda**
3. **Approval of the Minutes**
 - a. March 4, 2020
 - b. May 6, 2020
4. **Visitors to be Heard**
5. **Old Business**
 - a. CLG Grant Update and Discussion
 - b. Permit Reviews
 - c. Zoning Question and Discussion
6. **New Business**
 - a. Team of Three – Educational Information for Realtors/Property Managers
 - b. Downtown Streetscape Project -Landscape Task Force Involvement
7. **Adjourn**

Access the Historic Preservation Commission Agenda on the web – www.vermillion.us

Addressing the Commission: Persons addressing the Commission shall be recognized. Please raise your hand to be recognized and state your name and address.

a. Items Not on the Agenda Members of the public may speak under Visitors to Be Heard on any topic NOT on the agenda. Remarks are limited to 5 minutes and no decision will be made at this time.

b. Agenda Items: Public testimony will be taken at the beginning of each agenda item, after the subject has been announced by the Mayor and explained by staff. Any citizen who wishes may speak one time for 5 minutes on each agenda item. Public testimony will then be closed and the topic will be given to the governing body for possible action. At this point, only commission members and staff may discuss the current agenda item unless a commission member moves to allow another person to speak and there is unanimous consent from the commission. Questions from commission members, however, may be directed to the public through the presiding officer at any time.

Meeting Assistance: The City of Vermillion fully subscribes to the provisions of the Americans with Disabilities Act of 1990. If you desire to attend this public meeting and are in need of special accommodations, please notify the City Manager's Office at 677-7050 at least 3 working days prior to the meeting so appropriate auxiliary aids and services can be made available.

As a courtesy to others, we ask that cellular phones and pagers be turned off during the meeting.



The City of Vermillion is a proud official partner of the 2020 Census

Unapproved Minutes
Historical Preservation Commission
Wednesday March 4, 2020 Regular Meeting

The regular meeting of the Vermillion Historical Preservation Commission was called to order in the Large Conference Room at City Hall on February 5, 2020 at 9:09 a.m.

1. Roll Call

Present: Susan Keith Gray, Gloria Hensley, William Dendinger Jim Wilson (via phone)

Absent: Dietrik Vanderhill, Ed Gerrish, Cindy Chaney

Staff present: Jose Dominguez (City Engineer), James Purdy (Assistant City Manager), and John Prescott (City Manager)

2. Adoption of the Agenda

Hensley motioned to adopt the agenda with the addition of item 6b. S. University Historic District Funding, second by Dendinger. The motion carried unanimously.

3. Approval of the Minutes

Dendinger moved to adopt the January 8, 2020 minutes with corrections, seconded by Hensley. The motion carried unanimously.

4. Visitors to be Heard

None

5. Old Business

5a. Update on Prentis Park Arches.

City staff has spoken with the State Historic Preservation Office (SHPO), and believes the project will require an 11.1 review. The mason working on the project is proposing to take the columns apart and evaluate ways to restore the original appearance of the columns and arches. The columns themselves are not listed as a contributing factor to Prentis Park's listing on the National Register of Historic Places. The City will be submitting a proposal to the Commission at the next meeting.

5b. Educational outreach to historic property owners.

There was a motion by Hensley to table this item until the next meeting. The motion was seconded by Dendinger. The motion carried unanimously.

6. New Business

6a. VHPC and Public Positions

City staff relayed the position of the City Council on this matter. The position of the Council is that the Vermillion Historic Preservation Commission, as well as other citizen boards, are allowed to take public positions relevant to their purpose as long as some "disclaimer type language" is included with those statements. The "disclaimer type language" will indicate that the position of a Commission is not the official position of the City of Vermillion or the Vermillion City Council.

6b. S. University Historic District Funding

The Commission discussed different approaches to the 2020 SHPO grant application, as well as the use of the grant funds to complete the survey required to create the new S. University Historic District. It was determined that the Commission will request \$2K in grant funds for incidental and operating expenses, \$5K in supplemental grant funds to complete the survey of the new historic district in phases. Dendinger motioned to allow City staff to complete the grant application for the discussed amounts, seconded by Hensley. The motion carried unanimously.

7. Adjourn

Moved by Dendinger to adjourn, seconded by Hensley. Motion carried unanimously. Keith Gray declared the meeting adjourned at 10:03 a.m.

Unapproved Minutes
Historical Preservation Commission
Wednesday May 6, 2020 Regular Meeting

The regular meeting of the Vermillion Historical Preservation Commission was called to order via Zoom on May 6, 2020 at 9:02 a.m.

1. Roll Call

Present: Cyndy Chaney, Susan Keith Gray, Gloria Hensley, Dietrik Vanderhill (joined at 9:09am), Jim Wilson, Ed Gerrish, William Dendinger

Absent: Absent

Staff present: John Prescott, City Manager
Jose Dominguez, City Engineer

2. Adoption of the Agenda

Bill Dendinger moved that the commission adopt the agenda as presented, seconded by Jim Wilson. Roll call: Dendinger-Y, Chaney-Y, Beyers-Y, Vanderhill-Y, Wilson-Y, Keith Gray-Y, Gerrish-Y. The motion carried.

3. Approval of the Minutes

The minutes will be approved at the next meeting.

4. Visitors to be Heard

No visitors participated in the meeting.

5. Old Business

5a. The CLG application was submitted to the State. Feedback was received on the original application. Additional information was provided and the application was resubmitted. No additional response has been received from the State since the resubmission. Will follow up with an email to see if there are any outstanding questions or concerns. Wilson will contact a list of contractors who could complete the proposed S. University district study.

5b. The approved disclaimer language was reviewed. It will be used on press releases and letters or other documents sent to the public as appropriate.

5c. Noted that the Commission recently reviewed a window permit for 209 Willow. The work has since been completed. No other permits were currently before the Commission for review. Keith Gray had a personal conversation with the contractor working on the window which was helpful. It was noted that personal contact is better than a letter.

5d. Gerrish is on a Committee that will be measuring public opinion on what direction the Clay County Courthouse project should go. Due to the pandemic it is anticipated that moving forward on the project is currently delayed. Wilson noted that the focus should be on preservation vs. the use of the building. Wilson suggested that the

Commission pursue the implementation of Historic Covenants to protect the building. Discussion on how that process might take place.

Several members of the Commission participated in a walk-thru of the Thompson House in early March. The building will be torn down but there is interest in salvaging aspects of the property. The WH Over Museum will be provided first choice in picking items to use for a museum display. Other area salvage companies that might help with the process were noted.

5e. Commission will continue to work on educational outreach to historic property owners. Discussed checking what Rapid City, Brookings, and Sioux Falls due in similar situation. Will also reach out to the three local real estate firms to see how they can communicate to new property owners.

6. New Business

6a. The Commission welcomed new member John Beyer. Mr. Beyer is a Forest Avenue resident who has lived in Vermillion about 8 years. He is passionate about historic items and structures. The Commission looks forward to working with the newest Commissioner.

6b. Keith-Gray noted that the Preserve Iowa Summit will only be available on a virtual basis this year. The cost is \$20 a person for full access to all of the offerings. Wilson suggested that the Clay County Historic Preservation Commission would cover the cost of the conference. Attendance at the conference would help the Commission cover part of the participatory requirements of the CLG application. The email with the registration link and conference information will be sent to all of the Commission members.

7. Adjourn

Moved by Dendinger to adjourn, seconded by Chaney. Beyers-Y, Vanderhill-Y, Wilson-Y, Keith Gray-Y, Gerrish-Y, Dendinger-Y, Chaney-Y. Motion carried 9:44 a.m.

Vermillion Historical Preservation Commission

Agreement Number SD-20-10032

STATE OF SOUTH DAKOTA
DEPARTMENT OF EDUCATION
DIVISION OF HISTORY

Sub-Recipient Agreement
Between

City of Vermillion
Historic Preservation Commission
C/O John Prescott
25 Center St
Vermillion, SD 57069

State of South Dakota
Department of Education
DIVISION OF HISTORY
800 Governors Drive
Pierre, SD 57501

Referred to as Sub-Recipient

Referred to as State

The State and Sub-Recipient hereby enter into this agreement (the "Agreement" hereinafter) for a grant award of Federal financial assistance to Sub-Recipient.

A. REQUIRED AUDIT PROVISIONS FOR GRANT AWARDS

1. FEDERAL AWARD IDENTIFICATION

Information for the Federal Award Identification, as described in 2 CFR 200.331(a) included in an attached Exhibit A and is incorporated herein. In the event of a change in the award or funding source, the information included in Exhibit A may change. Sub-Recipient's consent shall not be required for the change in award or funding source and the change shall not be subject to the requirements for an amendment to this Agreement. In the event of a change, the State will provide updated information at least annually.

2. PERIOD OF PERFORMANCE OF THIS AGREEMENT:

This agreement shall be effective on 1 June 2020 and will end on 31 May 2021, unless sooner terminated pursuant to the terms hereof.

3. SCOPE OF WORK AND PERFORMANCE PROVISIONS

A. The Sub-Recipient will undertake and complete the work or performance described as: Exhibit B.

4. BASIS FOR SUBAWARD AMOUNTS:

This grant is made for the purpose of carrying out the provisions of SDCL 1-19A. Funding Agency is National Park Service for Historic Preservation Fund Grants-In-Aid.

Amount provided by State/Grantor is	\$7,000.00
Amount matched by Sub-Recipient	\$7,000.00
Total Grant Amount	\$14,000.00

5. RISK ASSESSMENTS, MONITORING AND REMEDIES

Risk assessments will be ongoing throughout the project period. Sub-Recipient agrees to allow the State to monitor Sub-Recipient to ensure compliance with program requirements, to identify any deficiencies in the administration and performance of the award and to facilitate the same. At the discretion of the State, monitoring may include but is not limited to the following: On-site visits, follow-up, document and/or desk reviews, third-party evaluations, virtual monitoring, technical assistance and informal monitoring such as email and telephone interviews. As appropriate, the cooperative audit resolution process may be applied.

Sub-Recipient agrees to comply with ongoing risk assessments, to facilitate the monitoring process, and further, Sub-Recipient understands and agrees that the requirements and conditions under the grant award may change as a result of the risk assessment/monitoring process.

In the event of noncompliance or failure to perform under the grant award, the State has the authority to apply remedies, including but not limited to: temporary withholding payments, disallowances, suspension or termination of the federal award, suspension of other federal awards received by Sub-Recipient, debarment, or other remedies including civil and/or criminal penalties as appropriate.

6. RETENTION AND INSPECTION OF RECORDS:

The Sub-Recipient agrees to maintain or supervise the maintenance of records necessary for the proper and efficient operation of the program, including records and documents regarding applications, determination of eligibility (when applicable), the provision of services, administrative costs, and statistical, fiscal, and other information records necessary for reporting and accountability required by the State. The Sub-Recipient shall retain such records for a period of three years after the date of the submission of the final expenditure report.

If any litigation, claim, or audit is started before the expiration of the three-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. The three year retention period may be extended upon written notice by the State. Records for real property and equipment acquired with Federal funds must be retained for three years after final disposition. When records are transferred to or maintained by the Federal awarding agency or the State, the three-year retention requirement is not applicable to the Sub-Recipient. In the event Sub-Recipient must report program income after the period of performance, the retention period for the records pertaining to the earning of the program income starts from the end of Sub-Recipient's fiscal year in which the program income is earned. In the event the documents and their supporting records consist of indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable, the following applies: (1) If submitted for negotiation - If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the State) to form the basis for negotiation of the rate, then the three -year retention period for its supporting records starts from the date of such submission. (2) If not submitted for negotiation - If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the State) for negotiation purposes, then the three-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the Sub-Recipient's fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

The State, through any authorized representative, shall have access to and the right to examine and copy all records, books, papers or documents related to services rendered under this Agreement and shall have access to personnel of the Sub-Recipient for purposes of interview and discussion related to the records, books, papers and documents. State Proprietary Information, which shall include all information disclosed to the Sub-Recipient by the State, shall be retained in Sub-Recipient's secondary and backup systems and shall remain fully subject to the obligations of confidentiality stated herein until such information is erased or destroyed in accordance with Sub-Recipient's established record retention policies.

All payments to the Sub-Recipient by the State are subject to site review and audit as prescribed and carried out by the State. Any over payment under this Agreement shall be returned to the State within thirty days after written notification to the Sub-Recipient.

7. AUDIT REQUIREMENTS:

If Sub-Recipient expends \$750,000 or more in federal awards during the Sub-Recipient's fiscal year, the Sub-Recipient must have an audit conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, by an auditor approved by the Auditor General to perform the audit. On continuing audit engagements, the Auditor General's approval should be obtained annually. Approval of an auditor must be obtained by forwarding a copy of the audit engagement letter to:

Department of Legislative Audit
A-133 Coordinator
427 South Chapelle
% 500 East Capitol
Pierre, SD 57501-5070

If the Sub-Recipient expends less than \$750,000 during any Sub-Recipient fiscal year, the State may perform a more limited program or performance audit related to the completion of the Agreement objects, the eligibility of services or costs, and adherence to Agreement provisions.

Audits shall be completed and filed with the Department of Legislative Audit by the end of the ninth month following end of the fiscal year being audited.

For either an entity-wide, independent financial audit or an audit under 2 CFR Part 200 Subpart F, the Sub-Recipient shall resolve all interim audit findings to the satisfaction of the auditor. The Sub-Recipient shall facilitate and aid any such reviews, examinations, agreed upon procedures etc., the State or its contractor(s) may perform.

Failure to complete audit(s) as required, including resolving interim audit findings, will result in the disallowance of audit costs as direct or indirect charges to programs. Additionally, a percentage of awards may be withheld, overhead costs may be disallowed, and/or awards may be suspended, until the audit is completely resolved.

The Sub-Recipient shall be responsible for payment of any and all audit exceptions which are identified by the State. The State may conduct an agreed upon procedures engagement as an audit strategy. The Sub-Recipient may be responsible for payment of any and all questioned costs, as defined in 2 C.F.R. 200.84, at the discretion of the State.

Notwithstanding any other condition of the Agreement, the cooperative audit resolution process applies, as appropriate. The books and records of the Sub-Recipient must be made available if needed and upon request at the Sub-Recipient's regular place of business for audit by personnel authorized by the State. The State and/or federal agency has the right to return to audit the program during performance under the grant or after close-out, and at any time during the record retention period, and to conduct recovery audits including the recovery of funds, as appropriate.

If applicable, Sub-Recipient agrees to comply in full with the administrative requirements and cost principles as outlined in OMB uniform administrative requirements, cost principles, and audit requirements for federal awards – 2CFR Part 200 (Uniform Administrative Requirements).

8. SUB-RECIPIENT ATTESTATION

By signing this Agreement, Sub-Recipient attests to the following requirements as set forth in SDCL § 1-56-10:

- (A) A conflict of interest policy is enforced within the recipient's or sub-recipient's organization;
- (B) The Internal Revenue Service Form 990 has been filed, if applicable, in compliance with federal law, and is displayed immediately after filing on the recipient's or sub-recipient's website;
- (C) An effective internal control system is employed by the recipient's or sub-recipient's organization; and
- (D) If applicable, the recipient or sub-recipient is in compliance with the federal Single Audit Act, in compliance with § 4-11-2.1, and audits are displayed on the recipient's or sub-recipient's website.

Sub-Recipient further represents that any and all concerns or issues it had in complying with the foregoing attestations were provided to the State and resolved to their satisfaction prior to signing this Agreement.

If Sub-recipient is a non-state agency they agree to disclose to the State, in writing, any conflicts of interest that exist under the Sub-recipient's conflict of interest policy. The State will publicly post any disclosed conflicts of interest along with the corresponding grant agreement on the OpenSD website.

In the event of a significant change in the conflict of interest policy, sub-recipient agrees to provide immediate notice of such change to the State, and provide a copy of the new conflict of interest policy. Sub-recipient understands that any change in the conflict of interest policy may result in a change in their monitoring or other performance requirements under the grant and expressly agrees to comply with those changes and to facilitate any additional monitoring as required by the State.

9. CLOSEOUT

- a. For purposes of this Agreement, "Date of Completion" shall mean the date when the Agreement expires pursuant to its terms or is terminated in accordance with paragraph A (2).
- b. The Sub-Recipient shall submit a final financial report to the State. Within the limits of the Agreement amount, the State may make upward or downward cost adjustments on the basis of the information contained in the report. Agreement obligations will remain in force until all final reports are reviewed and approved by the State.
- c. The Sub-Recipient, along with the final financial report, will refund to the State any unexpended funds or unobligated (unencumbered) cash advances.
- d. All outstanding obligations (encumbered funds) which have not been paid out as of the Date of Completion must be liquidated prior to the submission of the final report.
- e. Whether or not audits were conducted during the Agreement term, a final financial and compliance audit may be initiated up to three years after the date the State approves the final financial report.
- f. If either the final financial report or the final audit discloses an overpayment to the Sub-Recipient, the State may, at its option, either require the Sub-Recipient to repay the overpayment to the State or deduct the amount of overpayment from monies due the Sub-Recipient under this Agreement or under any other agreement between the Sub-Recipient and the State.
- g. The Sub-Recipient shall provide, along with the final financial report, a written accounting of property acquired with Agreement funds or received from the State.

B. STANDARD CLAUSES

10. ASSURANCE REQUIREMENTS:

The Sub-Recipient agrees to abide by all applicable provisions of the following: Byrd Anti Lobbying Amendment (31 USC 1352), Debarment and Suspension (Executive Orders 12549 and 12689 and 2 C.F.R. 180), Drug-Free Workplace, Executive Order 11246 Equal Employment Opportunity as amended by Executive Order 11375 and implementing regulations at 41 C.F.R. part 60, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Drug Abuse Office and Treatment Act of 1972, Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Age Discrimination Act of 1975, Americans with Disabilities Act of 1990, Pro-Children Act of 1994, Hatch Act, Health Insurance Portability and Accountability Act (HIPAA) of 1996 as amended, Clean Air Act, Federal Water Pollution Control Act, Charitable Choice Provisions and Regulations, Equal Treatment for Faith-Based Religions at Title 28 Code of Federal Regulations Part 38, the Violence Against Women Reauthorization Act of 2013 and American Recovery and Reinvestment Act of 2009, as applicable; and any other nondiscrimination provision in the specific statute(s) under which application for Federal assistance is being made; and the requirements of any other nondiscrimination statute(s) which may apply to the award.

Sub-Recipient will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1721 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

Sub-Recipient will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. §§ 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction sub agreements.

Sub-Recipient will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).

11. COST PRINCIPLES:

If applicable, Sub-Recipient agrees to comply in full with the administrative requirements and cost principles as outlined in OMB uniform administrative requirements, cost principles, and audit requirements for federal awards – 2CFR Part 200 (Uniform Administrative Requirements).

12. TERMINATION:

a. TERMINATION FOR CONVENIENCE: This Agreement may be terminated by either party hereto upon sixty (60) days written notice. The Sub-Recipient shall be paid for work satisfactorily completed prior to the effective date of the termination, but in no event shall the Sub-Recipient be entitled to recover loss of profits.

b. NON-APPROPRIATION: This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, this Agreement will be terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.

c. TERMINATION FOR CAUSE: This Agreement may be terminated by the State in the event the Sub-Recipient breaches any of the terms or conditions hereof at any time with or without notice. If termination for such a default is effected by the State, any payments due to the Sub-Recipient at the time of termination may be adjusted to cover any additional costs to the State because of Sub-Recipient's default. Upon termination the State may take over the work and may award another party an agreement to complete the work under this Agreement. If after the State terminates for a default by Sub-Recipient it is determined that Sub-Recipient was not at fault, then the Sub-Recipient shall be paid for eligible services rendered and expenses incurred up to the date of termination.

13. FUNDING:

This contract depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of the law or federal funds reduction, this Agreement will be terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.

14. ASSIGNMENT AND AMENDMENT:

This Agreement may not be assigned without the express prior written consent of the State. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof, and be signed by an authorized representative of each of the parties hereto.

15. CONTROLLING LAW:

This Contract shall be governed by and construed in accordance with the laws of the State of South Dakota, without regard to any conflicts of law principles, decisional law, or statutory provision which would require or permit the application of another jurisdiction's substantive law. Venue for any lawsuit pertaining to or affecting this Agreement shall be in the Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

16. SUPERCESSION:

All other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.

17. SEVERABILITY:

In the event that any provision of this Agreement shall be held unenforceable or invalid by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement, which shall remain in full force and effect.

18. NOTICE:

Any notice or other communication required under this Agreement shall be in writing and sent to the address set forth above. Notices shall be given by and to the Division being contracted with on behalf of the State, and by the Sub-Recipient, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.

19. SUBCONTRACTORS/SUB-SUB-RECIPIENTS:

The Sub-Recipient will not use subcontractors or other sub-recipients to perform work under this Agreement without the express prior written consent from the State. The State reserves the right to complete a risk assessment on any proposed sub-contractor or sub-recipient and to reject any person or entity presenting insufficient skills or inappropriate behavior.

The Sub-Recipient will include provisions in its subcontracts or sub-grants requiring its subcontractors and sub-recipients to comply with the applicable provisions of this Agreement, to indemnify the State, and to provide insurance coverage for the benefit of the State in a manner consistent with this Agreement. The Sub-Recipient will cause its subcontractors, sub-recipients, agents, and employees to comply with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance. The State, at its option, may require the vetting of any subcontractors and sub-recipients. The Sub-Recipient is required to assist in this process as needed.

20. STATE'S RIGHT TO REJECT:

The State reserves the right to reject any person or entity from performing the work or services contemplated by this Agreement, who present insufficient skills or inappropriate behavior.

21. CONFLICT OF INTEREST:

Sub-Recipient agrees to establish safeguards to prohibit any employee or other person from using their position for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain as contemplated by SDCL 5-18A-17 through 5-18A-17.6. Any potential conflict of interest must be disclosed in writing and approved, in writing, by the State. In the event of a conflict of interest, the Sub-Recipient expressly agrees to be bound by the conflict of interest resolution process set forth in SDCL § 5-18A-17 through 5-18A-17.6.

22. TERMS:

By accepting this Agreement, the Sub-Recipient assumes certain administrative and financial responsibilities. Failure to adhere to these responsibilities without prior written approval by the State shall be a violation of the terms of this Agreement, and the Agreement shall be subject to termination.

23. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION:

Sub-Recipient certifies, by signing this Agreement, 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 any state or local government department or agency. Sub-Recipient further agrees that it will immediately notify the State if during the term of this Agreement it or its principals become subject to debarment, suspension or ineligibility from participating in transactions by the federal government, or by any state or local government department or agency.

C. AGENCY OR GRANT SPECIFIC CLAUSES

25. PROPERTY MANAGEMENT STANDARDS:

The Sub-Recipient agrees to observe Federal Government uniform standards governing the utilization of property whose cost was charged to a project supported by a Federal grant.

26. TECHNICAL ASSISTANCE:

The State agrees to provide technical assistance regarding the State's rules, regulations and policies to the Sub-Recipient and to assist in the correction of problem areas identified by the State's monitoring activities.

27. LICENSING AND STANDARD COMPLIANCE:

The Sub-Recipient agrees to comply in full with all licensing and other standards required by Federal, State, County, City or Tribal statute, regulation or ordinance in which the service and/or care is provided for the duration of this agreement. The Sub-Recipient will maintain effective internal controls in managing the federal award. Liability resulting from noncompliance with licensing and other standards required by Federal, State, County, City or Tribal statute, regulation or ordinance or through the Sub-Recipient's failure to ensure the safety of all individuals served is assumed entirely by the Sub-Recipient.

28. WORK PRODUCT:

Sub-Recipient hereby acknowledges and agrees that all reports, plans, specifications, technical data, drawings, software system programs and documentation, procedures, files, operating instructions and procedures, source code(s) and documentation, including those necessary to upgrade and maintain the software program, state proprietary information, state data, end user data, Personal Health Information as defined in 45 CFR 160.103, and all information contained therein provided to the State by the Sub-Recipient in connection with its performance of service under this Agreement shall belong to and is the property of the State and will not be used in any way by the Sub-Recipient without the written consent of the State.

Paper, reports, forms software programs, source code(s) and other materials which are a part of the work under this Agreement will not be copyrighted without written approval of the State. In the unlikely event that any copyright does not fully belong to the State, the State none the less reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and otherwise use, and to authorize others to use, any such work for government purposes.

Sub-Recipient agrees to return all information received from the State to State's custody upon the end of the term of this contract, unless otherwise agreed in a writing signed by both parties.

29. HOLD HARMLESS:

The Sub-Recipient agrees to hold harmless and indemnify the State of South Dakota, its officers, agents and employees, from and against any and all actions, suits, damages, liability or other proceedings which may arise as the result of performing services hereunder. This section does not require the Sub-Recipient to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, its officers, agents or employees.

30. PUBLICITY:

The Sub-Recipient shall not without the written consent of the State advertise, publicly announce or provide to any other person information relating to the existence or details of the Agreement or use the State's name in any format for any promotion, publicity, marketing or advertising purpose.

The Sub-Recipient with written consent of the State when issuing statements, press releases, request for proposals, bid solicitations, and other documents describing projects or programs funded, pursuant to this Agreement, in who or in part with federal funds, the Sub-Recipient shall, state:

- the percentage of the total cost of the program or project which is financed with federal funds;

- the dollar amount of federal funds for the project or program; and
- the percentage and dollar amount of the total costs of the project or program that will be funded by nongovernment sources.

31. STANDARDS OF WORK:

Sub-Recipient agrees to implement the subaward and perform pursuant to the requirements of the Agreement in a manner consistent with that level of care and skill ordinarily exercised by sub-recipients currently practicing under similar conditions, particularly in reference to restricted or sponsored programs.

32. ADMINISTRATIVE CONSIDERATIONS:

Where policies of Sub-Recipient differ from those of the State, such as travel reimbursement, fringe benefits, indirect costs, etc., the policies of the Sub-Recipient shall be applicable to cost incurrences under the Agreement provided such policies comply with awarding agency regulations.

33. DISCLOSURE OF INFORMATION:

Any confidential information or personally identifiable information (PII) acquired by Sub-Recipient during the course of the subaward shall not be disclosed by Sub-Recipient to any person, firm, corporation, association, or other entity for any reason or purpose whatsoever without the prior written consent of the State, either during the term of the Agreement or in the event of termination of the Agreement for any reasons whatsoever. Sub-Recipient agrees to abide by applicable federal regulations regarding confidential information and research standards, as appropriate, for federally supported projects.

34. INDEPENDENT CONTRACTOR/SUB-RECIPIENT:

While performing services hereunder, the Sub-Recipient is an independent and not an officer, agent or employee of the State of South Dakota. The Sub-Recipient will provide the State with its Employer Identification Number, Federal Tax Identification Number or Social Security Number; DUNS Number; and SAM registration upon execution of this Agreement.

35. MONITORING PLAN AND REPORTING:

The State will monitor Sub-Recipient to ensure compliance with program requirements and identify any failures in the administration and performance of the award. The monitoring plan will also serve to identify whether the Sub-Recipient needs technical assistance. In addition to program performance, the State will monitor financial performance. Monitoring will be used to document allowable and unallowable costs, time and effort reporting and travel. Monitoring also will be used to follow up on findings identified in an earlier monitoring visit, from document reviews or after an audit to ensure that sub-recipient took corrective action. As appropriate, the cooperative audit resolution process may be applied. The monitor plan may include on-site visits, follow-up, document and/or desk reviews, third-party evaluations, virtual monitoring, technical assistance and informal monitoring such as email and telephone interviews. For reporting, the uniform guidance requires the State and Sub-Recipient use OMB-approved government-wide standard information collections when providing performance and data in reports. A sample report is included as Exhibit C.

36. CONSIDERATION:

The State will pay for all services performed by the Sub-Recipient under this grant agreement as follows:

Compensation: The Sub-Recipient will be paid using the cost reimbursement method of payment. Invoices will state the period for which reimbursement is being requested, and will itemize the cost by budget category per the budget summary, Exhibit B. All deliverables and reports defined in paragraph 3 and Exhibit B: Budget is to be submitted to the State for the compensation defined herein. Sub-Recipient shall not be entitled to receive any additional or separate compensation from the State in connection with the project without prior written approval of the State.

Budget Modifications: Modifications greater than 10 percent of any budget line item in the most recently approved budget, Exhibit B, requires prior written approval from the State and must be indicated in submitted reports. Failure to obtain prior written approval for modifications greater than 10 percent of any budget line item may result in denial of modification request and/or loss of funds. Modifications equal to or less than 10 percent of any budget line item are permitted without prior approval from the State provided that such modification is indicated on submitted reports and that the total obligation of the state for all compensation and reimbursements to the Sub-Recipient shall not exceed the total obligation listed in 4.

37. TERMS OF PAYMENT:

Invoices: The State will pay the Sub-Recipient after the Sub-Recipient presents an itemized invoice for the services actually performed and the State accepts the invoiced services. Each invoice must reference the Agreement number and follow the budget provided in Exhibit B. Payment will be made consistent with SDCL Ch. 5-26. Sub-Recipient acknowledges that it would be difficult or impracticable for the State to provide the notice disagreement provided for by SDCL 5-26-5 within the ten days provided by that section. Accordingly, Sub-Recipient hereby waives the application of that section to this Agreement.

Upon submitting each invoice, pursuant to 2 CFR 200.415 of the Uniform Grant Guidance, the Sub-Recipient is required to certify the following:

“By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information or the omission of any material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).”

Matching Requirements: Sub-Recipient certifies the following matching requirement, for the grant will be met by Sub-Recipient: Cash or in-kind match must be documented equal to or in excess of the grant award amount unless the State has approved a lower match requirement. 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.

The payment of any invoice by the State will not prejudice the State’s right to object to or question that or any other invoice or matter in relation thereto. The Sub-Recipient shall promptly, but in all cases within thirty days of notification, pay to the State the full amount of any erroneous payment or overpayment upon notice of an erroneous payment or overpayment to which Sub-Recipient is not entitled. If Sub-Recipient fails to make such a timely refund, the State shall charge Sub-Recipient one percent (1%) per month on the amount due until paid in full.

Claims for payment must be submitted on an invoice within forty-five (45) days of the date upon which the Sub-Recipient knew or should have known of the claim or forty-five (45) days after the termination or expiration of this Agreement, whichever is earlier. If an invoice cannot be submitted within forty-five (45) days, then written notice and explanation of need must be provided to the State for consideration of an extension, which shall be in the sole discretion of the State. Failure of the Sub-Recipient to abide by this paragraph shall relieve the State of any obligation to pay for such claim.

38. CONFIDENTIALITY OF INFORMATION:

For the purpose of the sub-paragraph, “State Proprietary Information” shall include all information disclosed to the Sub-Recipient by the State. Sub-Recipient acknowledges that it shall have a duty to not disclose any State Proprietary Information to any third person for any reason without the express written permission of a State officer or employee with authority to authorize the disclosure. Sub-Recipient shall not: (i) disclose any State Proprietary Information to any third person unless otherwise specifically allowed under this contract; (ii) make any use of State Proprietary Information except to exercise rights and perform obligations under this contract; (iii) make

State Proprietary Information available to any of its employees, officers, agents or consultants except those who have agreed to obligations of confidentiality at least as strict as those set out in this contract and who have a need to know such information. Sub-Recipient is held to the same standard of care in guarding State Proprietary Information as it applies to its own confidential or proprietary information and materials of a similar nature, and no less than holding State Proprietary Information in the strictest confidence. Sub-Recipient shall protect confidentiality of the State's information from the time of receipt to the time that such information is either returned to the State or destroyed to the extent that it cannot be recalled or reproduced. State Proprietary Information shall not include information that (i) was in the public domain at the time it was disclosed to Sub-Recipient; (ii) was known to Sub-Recipient without restriction at the time of disclosure from the State; (iii) that is disclosed with the prior written approval of State's officers or employees having authority to disclose such information; (iv) was independently developed by Sub-Recipient without the benefit or influence of the State's information; (v) becomes known to Sub-Recipient without restriction from a source not connected to the State of South Dakota. State's Proprietary Information shall include names, social security numbers, employer numbers, addresses and all other data about applicants, employers or other clients to whom the State provides services of any kind. Sub-Recipient understands that this information is confidential and protected under applicable State law at SDCL 1-27-1.5, modified by SDCL 1-27-1.6, SDCL 28-1-29, SDCL 28-1-32, and SDCL 28-1-68 as applicable federal regulation and agrees to immediately notify the State of the information disclosure, either intentionally or inadvertently. The parties mutually agree that neither of them shall disclose the contents of the agreement except as required by applicable law or as necessary to carry out the terms of the agreement or to enforce that party's rights under this agreement. Sub-Recipient acknowledges that the State and its agencies are public entities and thus are bound by South Dakota open meetings and open records laws. It is therefore not a breach of this agreement for the State to take any action that the State reasonably believes is necessary to comply with the South Dakota open records or open meetings laws, including but not limited to posting this Agreement on the State's website. If work assignment performed in the course of this Agreement required security requirements or clearance, the Sub-Recipient will be required to undergo investigation.

Sub-recipient acknowledges that the State shares general information, including performance information, about Sub-recipient among and between other State agencies upon request of such agencies for the purpose of making determinations of the risk involved with potential, subsequent grant awards and for other purposes. Sub-recipient expressly consents and agrees to such uses by the State.

D. AUTHORIZED SIGNATURES:

In witness hereto, the parties signify their agreement by affixing their signatures hereto.

John Prescott
Sub-Recipient Signature
Date

DocuSigned by:
 05/14/2020
A690F40A9AE54FF...
LIZ AMITE
State - Program Staff Signature
DocuSigned by:
 05/14/2020
1F478E3FE59A449...
Ted Spencer
Date

DocuSigned by:
 05/20/2020
8322AD04886E42D...
Cody Stoesser
State - Department of Education Authorized Representative
Date

Exhibit A

FEDERAL AWARD IDENTIFICATION

Sub-recipient's name (which must match the name associated with its unique entity identifier): City of Vermillion

- a. Sub-recipient's name (which must match the name associated with its DUNS number): City of Vermillion
- b. Sub-Recipient's DUNS number and unique entity identifier: 026191148, SD-20-10032
- c. Federal Award Identification Number (FAIN): P20AF00049
- d. Federal Award Date: 03/20/2020
- e. Sub-award Period of Performance: 06/01/2020 – 05/31/2021
- f. Amount of federal funds obligated to the Sub-Recipient by this agreement: 7,000.00
- g. Total amount of federal funds obligated to the Sub-Recipient: 7,000.00
- h. Total amount of the federal award committed to the Sub-Recipient: 7,000.00
- i. The federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA), is as follows: 2020 HPF SHPO – South Dakota
- j. Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity: U.S. Department of the Interior, South Dakota Department of Education, Ted Spencer, 605-773-6296, Ted.Spencer@state.sd.us
- k. CFDA No(s) and Name(s): 15.904 Historic Preservation Fund Grants-In-Aid
- l. Is the grant award for research and development (R&D)? Yes: No: X
- m. Indirect Cost Rate for federal award: The negotiated indirect cost rate or the indirect cost allocation plan approved for the entity identified as Sub-recipient of this grant award notification applies to this grant award.

EXHIBIT B
Project Number SD-20-10032

The Subgrantee shall comply with the policies and procedures set forth in the *Allocation Guide to Historic Preservation Allocation Program for Certified Local Governments, 2018*, 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: Vermillion Historic Preservation Commission, Susan Keith Gray, chairperson, 119 N University St, Vermillion SD 57069**

2. **Nonfederal Matching Share:**

Donor: Vermillion HPC
Source: Operating Funds
Kind: In-kind
Amount: \$7,000.00

Donor:
Source:
Kind:
Amount:

<u>Budget:</u>	Federal	Match	Total
Salaries/Benefits			
Project Director & Commission Members		\$ 7,000.00	\$ 7,000.00
Contractual			
Workshop	\$ 100.00		\$ 5,500.00
Historic district survey/nomination	\$ 5,400.00		
Travel/Training			
2021 State CLG Meeting	\$ 1,500.00		\$ 1,500.00
Supplies			
			\$ 0
4. <u>Totals:</u>	\$ 7,000.00	\$ 7,000.00	\$ 14,000.00

Purpose: Training/Professional Development; workshop; historic district survey/nomination

Products: survey reports

EXHIBIT C

CLG PROGRESS REPORT FORM (SAMPLE)

COMMISSION: Smithville Historic Preservation Commission

PROJECT #: SD-19-10033

GRANT AWARD AMOUNT (\$): \$4,000

REPORTING DATE: 1 October 2019

GRANT EXPENDED TO DATE: \$1,000.00

MATCH COMPILED TO DATE: \$1,200.00

GRANT REIMBURSED TO DATE: \$0

PROJECTED SPENDING NEXT 3 MONTHS: \$1000.000

PROJECTS WITH PROJECTED COMPLETION DATES

1. Walking tour brochure (December 2019)
2. Window Workshop (February 2020)
3. Website design (March 2020)
- 4.

SUMMARY OF CLG ACTIVITY SINCE LAST REPORT: We have been reviewing the preliminary information for the walking tour brochure. We have also been discussing the date and time for the window workshop with several area contractors. Commission members have compiled photos for the website.

s/ Bill Jones, Smithville City Administrator
Submitted by (please sign above) Date 1 Oct 2019



**Re: Sub-Recipient Agreement between City of Vermillion and State of South Dakota
Department of Education Federal Grant**

Notable Points of Discussion

8(A) A conflict of interest policy is enforced within the recipient's or sub-recipient's organization.

19. Subcontracting. Sub-recipient must receive prior written consent from the State before hiring a sub-contractor. The state may require vetting of any sub-contractors.

30. Publicity. The Sub-Recipient with written consent of the State when issuing statements, press releases, request for proposals, bid solicitations, and other documents describing projects or programs funded, pursuant to this Agreement, in who or in part with federal funds, the sub-recipient shall, state:

- The percentage of the total cost of the program or project which is financed with federal funds;
- The dollar amount of federal funds for the project or program; and
- The percentage and dollar amount of the total costs of the project or program that will be funded by nongovernment sources.

36. Consideration. The Sub-Recipient will be paid using the cost reimbursement method of payment. Invoices will state the period for which reimbursement is being requested, and will itemize the cost by budget category per the budget summary. Modifications greater than 10 percent of any budget line item in the most recently approved budget requires prior written approval from the State.