



United States Department of the Interior

NATIONAL PARK SERVICE

1849 C Street, N.W.
Washington, D.C. 20240

IN REPLY REFER TO:

GRANT AGREEMENT No. 40-00-GP-232

Upon signature of both parties below, the National Park Service will obligate the sum of **\$75,000**. This money must be used to support the proposed Native American Graves Protection and Repatriation Act (NAGPRA) grant work shown in the Summary of Objectives and Results and the Work-Cost Budget stipulated as part of this Grant Agreement.

In accepting this grant, evidenced by signature below, the applicant agrees to comply with Department of the Interior regulations and requirements governing grants stipulated in Office of Management and Budget Circulars A-102 (Uniform Administrative Requirements), A-87 (Cost Principles), and A-133 (Audit Requirements). These elements and reporting forms with instructions enclosed with the transmittal letter are hereby incorporated into this Grant Agreement together with the terms and conditions stipulated on the following pages. The terms and conditions of this grant shall be extended to subcontractors.

The term of this Grant Agreement is:

Beginning Date: **June 1, 2000**

Ending Date: **December 31, 2001**

None of the funds awarded may be used to process any grant or contract documents which do not include the text of 18 U.S.C. 1913 prohibiting lobbying with appropriated funds. In accordance with Section 303 of Public Law 106-113 (the Fiscal Year 2000 Appropriations Act for the Department of the Interior and Related Agencies), the recipient shall not use any part of the appropriated funds for any activity or for the publication or distribution of literature that in any way tends to promote public support or opposition to any legislative proposal on which Congressional action is not complete.

In witness thereof, the parties have executed this Grant Agreement as of the dates entered below.

GRANTEE:

NATIONAL PARK SERVICE:

By *Dee Ketchum*
(Signature)

By *Joseph T. Wallis*
Joseph T. Wallis
Grant Awarding Official

Dee Ketchum, Chief
(Typed Name and Title of
Delaware Tribe of Indians
Authorizing Official)

June 29, 2000
(Date)

JUL 7 2000

(Date)

GRANT TERMS AND CONDITIONS

GRANT NUMBER:

40-00-GP-232

BEGINNING DATE:

June 1, 2000

ENDING DATE:

December 31, 2001

1. Administrative Requirements: The grantee agrees that the conditions and requirements of Office of Management and Budget (OMB) Circulars A-102, A-87, and A-133 will be the basis for its operation and administration of this grant. Some important elements are specified below. The grantee also agrees to the following terms and conditions necessary to facilitate post-award administration of the grant and to protect the interests of the Federal Government. Grantee noncompliance with these terms and conditions will cause disallowance of costs charged to the grant.

2. Work Program: The grantee shall carry out the scope of project work specified in the grant application forwarded. If any portion of the work to be supported by this grant receives financial assistance from another source during the grant period, the grantee must notify the grant awarding official (the NPS official whose signature and title appears on the Grant Agreement).

In accordance with OMB Circular A-102, the grantee may not, without prior written approval by the NPS grant awarding official, make changes in the approved grant application or budget that would materially alter the scope of work described in the enclosed Summary of Objectives and Results and the Work-Cost Budget. The grantee assumes fiscal liability, without recourse to NPS, for all commitments that exceed the funds provided in the Grant Agreement.

The grantee shall not assign or otherwise transfer final responsibility for this Grant Agreement, the grant, or the project to any third party. The execution of subcontracts shall not alter or modify the obligations of the grantee. However, the grantee may subcontract for performance of project-related work summarized in this Grant Agreement and described in the grantee's project application to NPS. All subcontracts are subject to prior written approval of NPS and, upon approval, become part of the Grant Agreement. Subcontracts also may not be changed without prior approval by NPS. The grantee remains fully responsible for the acts, omissions, or noncompliance of its subcontractors and of persons directly or indirectly acting for, or employed by, such subcontractors.

3. Period of Performance: All costs incurred during the grant period specified above must be billed to the National Park Service by **March 31, 2002**, or within 90 days after the completion of project work, whichever is sooner.

4. Payment: The Treasury Check method of payment will be used for advances or reimbursement. An SF 270, Request for Advance or Reimbursement, must be submitted to the grant awarding official for each payment requested. If an advance is requested by the grantee, an SF 272, Federal Cash Transactions Report, must be submitted to that NPS official to record that grant funds drawn as an advance have been promptly expended.

In accordance with OMB Circular A-102, the grantee must disburse cash advances as closely as is administratively feasible to the receipt of the funds advanced and not more than 30 days after receiving the advance.

5. Allowable and Eligible Costs: Expenses charged to grant funds may not be incurred prior to the beginning date specified above or subsequent to the grant end date, and may be incurred only as necessary to carry out the approved objectives, scope of work, and budget.

GRANT TERMS AND CONDITIONS

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40-00-GP-232**BEGINNING DATE:**
June 1, 2000**ENDING DATE:**
December 31, 2001

All expenses charged to the grant must be: directly related to the approved objectives and budget; eligible in accordance with OMB Circular A-87; and supported by approved contracts, purchase orders, requisitions, bills, or other evidence of liability consistent with generally established purchasing procedures and generally accepted accounting principles.

If travel costs are charged to this grant, the grantee and its contractors must follow the travel policies in the Standardized Government Travel Regulations (41 CFR 101-7), and must not exceed these standard rates. All charges for grant-assisted travel must conform to OMB Circular A-87 standards. Vehicle charges are currently 32.5 cents per mile.

Prior to the expenditure of grant funds for equipment costing \$5,000 or more that is not listed in the enclosed budget, the grantee must submit a written request for written NPS authorization of each equipment purchase. The grantee agrees to keep a property inventory and to comply with the property management requirements of OMB Circular A-102 for all equipment purchased with grant funds.

6. Project Monitoring: The grantee agrees to maintain close liaison with NPS representatives throughout the grant period. NPS reserves the right to request meetings, upon reasonable notice, with grantee project staff at intervals during the course of project work. The grantee agrees to promptly notify the grant awarding official should any of the following conditions become known:

- a) Problems, delays, or adverse conditions that will materially affect the ability of the grantee (or its subcontractors, if any) to attain project objectives, prevent the project from meeting planned timetables, or preclude the completion of approved work.
- b) The need for adjustment to the project budget.

7. Interim and Final Project Reports:

- a) Interim Report. The grantee agrees to forward a brief narrative summary of accomplishments using the format provided by NPS. The interim report must cover the period from the project start date through March 31, 2001. The report must be postmarked by **April 30, 2001**.
- b) Final Project Report. A narrative Final Report must be submitted no later than 90 days following the end date of the grant (by **March 31, 2002**), using the format provided by NPS.
- c) Failure to submit acceptable reports may cause NPS to withhold payment or affect the grantee's eligibility for future grant awards.

The grantee shall furnish to NPS sample copies of any major publications, reports, studies, or similar materials which are produced with this grant assistance (see Grant Condition 16). This requirement covers major grant-assisted products and not routine correspondence or reports. NPS may request to review, comment upon, and approve any report resulting from this project prior to final issuance by the grantee.

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8. Record-Keeping and Audit: The grantee agrees to maintain property, personnel, financial, and other records and accounts pertinent to the funds awarded by this grant in accordance with OMB Circular A-102, A-87 and A-133. The grantee and its contractors will permit on-site inspections by NPS representatives, and will effectively require employees, agents, and subcontractors to furnish such information as, in the judgment of NPS representatives, may be relevant to a question of compliance with grant conditions and directives on the effectiveness, legality, and achievements of the grant-supported activity. The grantee's regular Single Audit(s), required by OMB Circular A-133, must contain this grant award.

9. Access to Records: The Secretary of the Interior and the Comptroller General of the United States, or their duly authorized representatives, shall have access for the purpose of financial or programmatic review and examination to any books, documents, papers, and records of the grantee that are pertinent to the grant at all reasonable times during the period of retention provided for in OMB Circular A-102.

10. Acknowledgment of Federal Assistance and Disclaimer: An acknowledgment of NPS support and a disclaimer must appear in publications or informational material, including video or audio tapes, based on, or developed by, the grant. All consultants hired by the grantee must be informed of this requirement.

The acknowledgment and disclaimer shall state: "This material is based upon work assisted by a grant from the Department of the Interior, National Park Service. Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Department of the Interior."

The Service shall have a royalty-free right to republish any published material generated by this grant.

11. Proposals and products as public record. Any materials, documents, and information produced by this grant become part of the public record and are available to the public unless the grantee and the Service mutually agree in writing that disclosure of the data or information would be harmful or because disclosure of this information would be contradictory to tribal religious practices or customs. In such cases, the data or information may be held in confidence by the grantee. However, the grantee must still provide sufficient information to NPS to demonstrate compliance with Grant Conditions 7, 14, 15, and 16.

12. Compliance:

- a) The grantee and its subcontractors will comply with all applicable statutes and Executive Orders on equal opportunity (including Title VI, Section 504 and age discrimination), and this grant will be governed by the provisions of all such statutes and Executive orders, including enforcement provisions, as implemented by Department of the Interior regulations published in 43 CFR 17.
- b) The administration of this award must be accomplished free from conflict of interest, bribery, "kickbacks," cost-plus-a-percentage-of-costs contracts, and other procurement practices prohibited by OMB Circular A-102.

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- c) In accordance with Executive Order 12549 "Debarment and Suspension," the grantee and its subcontractors must not make any award or permit any award to any party which under Executive Order 12549 is debarred or suspended or is otherwise excluded from, or ineligible for participation in, Federal assistance programs.

13. Suspension or Termination: Failure of the grantee to comply with any of the terms or conditions of this Agreement shall be deemed a material breach of this Agreement, and after written notice, NPS shall have every right and remedy under law to suspend, terminate, or annul this grant. This grant may be suspended or terminated for cause by NPS in accordance with OMB Circular A-102.

This grant may also be terminated by mutual agreement, which shall not affect any valid commitment of grant funds that, in the judgment of both NPS and the grantee, had become firm before the effective date of the termination. In addition, NPS will periodically review the project to determine progress, and reserves the right at those times after written notice to withdraw grant funds not already expended or under subcontract.

14. Scope of Work: The approved Summary of Objectives and Results to be performed with this grant award is as follows:

- a) Assess and evaluate information contained in summaries, inventories, and other documentation provided by museums and Federal agencies, conduct further research as necessary for documentation, and prioritize visits to museums and Federal agencies.
- b) Arrange visits to at least six selected museums/agencies (not to include components of the Smithsonian Institution) to examine collections, gather information, and consult with museum staff. With the consent of the tribal elders, cultural objects will be photographed to provide documentation for tribal members unable to attend.
- c) Interview elders, traditional leaders, and other knowledgeable people to gain information on the identification, proper treatment and disposition of Lenape human remains and cultural objects.
- d) Design a database for the object documentation and cultural affiliation information provided by museums and acquired through museum visits, additional research and interviews.
- e) Develop guidelines, using NAGPRA definitions, to help determine Lenape objects that fit the NAGPRA categories of funerary and sacred objects, and objects of cultural patrimony.
- f) Develop a tribal policy for the care, treatment and disposition of Lenape human remains and cultural objects.
- g) Share information throughout the project with the Delaware Tribe of Western Oklahoma.

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15. Budget: The approved Work-Cost Budget is summarized as follows:

Salaries, Wages, and Fringe Benefits	\$37,890
Consultant Fees	\$ 6,300
Travel	\$20,045
Supplies and Materials (software, film)	\$ 1,550
Services (film developing, copying)	\$ 1,890
Other Costs (computer, office space)	\$ 3,780
<u>Indirect Costs</u>	<u>\$ 3,545</u>
TOTAL	\$75,000

16. Deliverables: The following products produced with this grant assistance must be forwarded to the National Park Service with the Final Project Report (see Grant Condition 7):

- a) Summaries of museum visits including any specific successes or problems that occurred, evaluations of any consultations that took place, and copies of any photographs deemed appropriate for distribution.
- b) Guidelines, using NAGPRA definitions, to help determine Lenape objects that fit the NAGPRA categories of sacred and funerary objects, and objects of cultural patrimony.
- c) Tribal policy for the care, treatment and disposition of Lenape human remains and cultural objects.

17. Repatriation. No unassociated funerary objects, sacred objects, or objects of cultural patrimony will be repatriated until 30 days after publication of a notice of intent to repatriate in the *Federal Register*. No human remains or associated funerary objects will be repatriated until 30 days after publication of a notice of inventory completion in the *Federal Register*.

APPLICATION FOR FEDERAL ASSISTANCE

OMB Approval No. 0348-0043

1. TYPE OF SUBMISSION: Application <input type="checkbox"/> Construction <input checked="" type="checkbox"/> Non-Construction Preapplication <input type="checkbox"/> Construction <input type="checkbox"/> Non-Construction		2. DATE SUBMITTED		Applicant Identifier 40-00-GP-232																						
		3. DATE RECEIVED BY STATE		State Application Identifier																						
5. APPLICANT INFORMATION Legal Name: Delaware Tribe of Indians Address (give city, county, State, and zip code): 220 NW Virginia Avenue Bartlesville, OK 74003		4. DATE RECEIVED BY FEDERAL AGENCY JUL 7 2000		Federal Identifier 40-00-GP-232																						
		7. TYPE OF APPLICANT: (enter appropriate letter in box) <div style="display: flex; justify-content: space-between;"> <div> A. State B. County C. Municipal D. Township E. Interstate F. Intermunicipal G. Special District </div> <div> H. Independent School Dist. I. State Controlled Institution of Higher Learning J. Private University K. Indian Tribe L. Individual M. Profit Organization N. Other (Specify) _____ </div> </div> <div style="text-align: right; margin-top: -20px;">K</div>																								
6. EMPLOYER IDENTIFICATION NUMBER(EIN): <div style="border: 1px solid black; padding: 2px; display: inline-block;">73-0948981</div>		8. TYPE OF APPLICATION: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision If Revision, enter appropriate letter(s) in box(es) A. Increase Award B. Decrease Award C. Increase Duration D. Decrease Duration Othe(specify): _____																								
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: <div style="border: 1px solid black; padding: 2px; display: inline-block;">15-922</div> TITLE: Native American Graves Protection and Repatriation		11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT: FY 2000 NAGPRA grant																								
12. AREAS AFFECTED BY PROJECT (Cities, Counties, States, etc.): _____		9. NAME OF FEDERAL AGENCY: National Park Service																								
13. PROPOSED PROJECT Start Date: 6/1/00 Ending Date: 12/31/01		14. CONGRESSIONAL DISTRICTS OF: a. Applicant: Delaware Tribe of Indians b. Project: Delaware Tribe NAGPRA Project																								
15. ESTIMATED FUNDING: <table border="1" style="width:100%; border-collapse: collapse;"> <tr><td>a. Federal</td><td>\$</td><td style="text-align: right;">75,000⁰⁰</td></tr> <tr><td>b. Applicant</td><td>\$</td><td style="text-align: right;">⁰⁰</td></tr> <tr><td>c. State</td><td>\$</td><td style="text-align: right;">⁰⁰</td></tr> <tr><td>d. Local</td><td>\$</td><td style="text-align: right;">⁰⁰</td></tr> <tr><td>e. Other</td><td>\$</td><td style="text-align: right;">⁰⁰</td></tr> <tr><td>f. Program Income</td><td>\$</td><td style="text-align: right;">⁰⁰</td></tr> <tr><td>g. TOTAL</td><td>\$</td><td style="text-align: right;">75,000⁰⁰</td></tr> </table>		a. Federal	\$	75,000 ⁰⁰	b. Applicant	\$	⁰⁰	c. State	\$	⁰⁰	d. Local	\$	⁰⁰	e. Other	\$	⁰⁰	f. Program Income	\$	⁰⁰	g. TOTAL	\$	75,000 ⁰⁰	16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS? a. YES. THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON: DATE _____ b. No. <input type="checkbox"/> PROGRAM IS NOT COVERED BY E. O. 12372 <input type="checkbox"/> OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW			
a. Federal	\$	75,000 ⁰⁰																								
b. Applicant	\$	⁰⁰																								
c. State	\$	⁰⁰																								
d. Local	\$	⁰⁰																								
e. Other	\$	⁰⁰																								
f. Program Income	\$	⁰⁰																								
g. TOTAL	\$	75,000 ⁰⁰																								
18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.		17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT? <input type="checkbox"/> Yes If "Yes," attach an explanation. <input checked="" type="checkbox"/> No																								
a. Type Name of Authorized Representative Dee Ketchum		b. Title Chief		c. Telephone Number (918) 336-5272 ext. 200																						
d. Signature of Authorized Representative 		e. Date Signed June 29, 2000																								

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Standard Form 424 (Rev. 7-97)
Prescribed by OMB Circular A-102

JUL 7 2000

ASSURANCES - NON-CONSTRUCTION PROGRAMS

OMB Approval No. 0348-0040

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will 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) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

**Certifications Regarding Debarment, Suspension and
Other Responsibility Matters, Drug-Free Workplace
Requirements and Lobbying**

Persons signing this form should refer to the regulations referenced below for complete instructions:

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions - The prospective primary participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. See below for language to be used or use this form for certification and sign. (See Appendix A of Subpart D of 43 CFR Part 12.)

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions - (See Appendix B of Subpart D of 43 CFR Part 12.)

Certification Regarding Drug-Free Workplace Requirements - Alternate I. (Grantees Other Than Individuals) and Alternate II. (Grantees Who are Individuals) - (See Appendix C of Subpart D of 43 CFR Part 12)

Signature on this form provides for compliance with certification requirements under 43 CFR Parts 12 and 18. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of the Interior determines to award the covered transaction, grant, cooperative agreement or loan.

**PART A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters -
Primary Covered Transactions**

CHECK ☒ IF THIS CERTIFICATION IS FOR A PRIMARY COVERED TRANSACTION AND IS APPLICABLE.

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them 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) Are 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 (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**PART B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -
Lower Tier Covered Transactions**

CHECK ☐ IF THIS CERTIFICATION IS FOR A LOWER TIER COVERED TRANSACTION AND IS APPLICABLE.

- (1) The prospective lower tier participant certifies, by submission of this proposal, 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 agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

PART E: Certification Regarding Lobbying
Certification for Contracts, Grants, Loans, and Cooperative Agreements

CHECK IF CERTIFICATION IS FOR THE AWARD OF ANY OF THE FOLLOWING AND
THE AMOUNT EXCEEDS \$100,000: A FEDERAL GRANT OR COOPERATIVE AGREEMENT;
SUBCONTRACT, OR SUBGRANT UNDER THE GRANT OR COOPERATIVE AGREEMENT.

CHECK IF CERTIFICATION IS FOR THE AWARD OF A FEDERAL
LOAN EXCEEDING THE AMOUNT OF \$150,000, OR A SUBGRANT OR
SUBCONTRACT EXCEEDING \$100,000, UNDER THE LOAN.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the authorized certifying official, I hereby certify that the above specified certifications are true.



SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

Dee Ketchum, Chief

TYPED NAME AND TITLE
June 29, 2000

DATE

2 Project Description

C. How is the budget reasonable and adequate to achieve its objectives?

The Delaware Tribe is requesting \$74,988 in federal funds to accomplish our NAGPRA objectives. The Delaware Tribe will also have an in-kind contribution of \$14,520 for the project for the total cost of \$89,532.

Salaries and Fringe Benefits: Our Project Director will devote 50% of his/her time to the project. The salary will be $\$30,000 \times 50\% \times 18 \text{ months} = \$22,500$. The fringe benefits (FICA, FUTA, Insurance, and Retirement) will be 30% of the wages, or \$6,750 over the 18 months period.

The Secretary will devote 40 hours a month of his/her time with a salary of $\$12.00/\text{hour} \times 18 \text{ months} = \$8,640$.

Consultant: Our archaeological consultant will charge \$200 a day for 21 days. We anticipate this length of time due to continuing finds of human remains in our old homeland. He will give an in-kind donation of 25% of his payments or a total of \$1,050

Tribal Elders: Our Tribal Elders will play an important part in the decision making concerning how we proceed with our NAGPRA work. They will be compensated at the rate of \$150 per day, of which they will donate 50% back to the tribe for an in-kind contribution.

Travel Expenses: Our travel expenses will constitute one of the major portions of the project. In an effort to conserve our expenditures, we plan to combine visits to museums in a given area into one trip. For example, we would fly to Philadelphia, and rent a car for one week with unlimited mileage and visit the University of Pennsylvania Museum in Philadelphia, then the William Penn museum in Harrisburg, and finally back to the New Jersey State Museum in Trenton. There will be three such trips. We have also budgeted for an anticipated three trips to NAGPRA conferences which we expect to come up during the 18 months we are funded. This is based on our experiences with NAGPRA thus far. We do not now know the locations and dates of these meetings at this time.

Supplies: The supplies we have listed include several types of computer software needed for our NAGPRA work, as well as costs for photographic reproduction of photographs of Delaware items in museums that fall under the NAGPRA guidelines.

Services: The costs for the services for the most part will be paid by the tribe. The exception will be printing or mass copying that needs to be done by an outside company.

Other Costs: The NAGPRA Project will need a computer, and given current prices we feel that a mid-range computer @ \$1,800 will meet our needs. The cost for rental on this type of computer would be \$123 per month or \$2,214 for the life of the project, so it is less expensive to purchase. To this cost we add \$800 for the software we will need. Another cost will be that of photographs of Delaware items in the museums. Most museums have existing photos of the items, and calls to several museums gave us a average cost of \$5.00 per 35mm Slide.

Indirect Costs: Our Provisional Indirect Cost Rate is 13.5%. This is figured on all items.

2 Project Description

D. Are the qualifications of the Personnel appropriate to achieve the goals?

Project Director: This position will be filled after the grant is awarded. This position will either be a direct hire, or filled from a Project Director presently working for the Delaware Tribe and who has 50% of his/her time available. Please see 5-C for Project Director Job Description.

Tribal Elders: Three Tribal Elders will be selected from the Elder Committee to act as advisor and consultants so that we will follow correct tribal beliefs and ways. We will select those members who have attended traditional activities and demonstrated a knowledge of tribal religion and traditional ways.

Business Manager: Gary Frye is the Business Manager for the Delaware Tribe. He has had over 21 years experience in finance, business management, and telecommunications. Please see his resume in section 5-C.

Grants Compliance Officer: Randell Eoff is the Grants Compliance Officer for the Delaware Tribe. He has had nineteen years experience in accounting, auditing, public finance, governmental accounting and taxation. It is his job to see that complies with the rules and regulations for the various granting agencies and foundations.

Archaeology Consultant: Dr. Herbert Kraft of Seton Hall University Museum in South Orange, New Jersey, will be our consultant on all things pertaining to the archaeology of our original homeland. Dr. Kraft has been the director of the Museum since 1960 and probably knows more about the archaeology of the region than any other person.

Archaeology Consultant #2: Dr. Stephen Warfel, the Senior Curator of Archaeology at the State Museum of Pennsylvania has offered to share his expertise with us. He will not be a paid consultant because of his position with the State and possible conflict of interest.



**Native American Graves Protection and Repatriation Act
FY 2000 Grants for Indian Tribes,
Alaska Native Villages and Corporations, and
Native Hawaiian Organizations**

Budget

Delaware Tribe NAGPRA Project

Project Title

The Delaware Tribe of Indians

Applicant Organization

The three-column budget has been developed for the convenience of those applicants who wish to identify the project costs that will be charged to NPS funds and those that will be cost shared. The method of cost computation should clearly indicate how the total charge for each budget item was determined. If more space is needed for any budget category, please follow the budget format on a separate sheet of paper.

A. Salaries and Wages

Provide the names and titles of principle project personnel. For support staff, include the title of each position and indicate in brackets the number of persons who will be employed in that capacity.

name/title of position	no.	method of cost computation	NPS funds	cost sharing	total
Project Director	[1]	\$30,000/yr. x 50% x 18 mo.	\$22,500	\$ 0	\$22,500
Secretary	[1]	\$12.00/hr x 40 hr/mo. x 18 mo.	\$ 8,640	\$ 0	\$ 8,640
		Subtotal	\$31,140	\$ 0	\$31,140

B. Fringe Benefits

If more than one rate is used, list each rate and salary base.

rate		salary base	NPS funds	cost sharing	total
30%	of	\$30,000 x 50% x 18 mo.	\$ 6,750	\$ 0	\$ 6,750
		Subtotal	\$ 6,750	\$ 0	\$ 6,750

C. Consultant Fees

Include payments for professional and technical consultants and honoraria.

name or type of consultant	no. days on project	daily rate of compensation	NPS funds	cost sharing	total
Archaeologist (Dr. Kraft)	[21]	\$200/day	\$3,150	\$1,050	\$ 4,200
Tribal Elders x 3	[14]	\$150/day	\$3,150	\$3,150	\$ 6,300
		Subtotal	\$6,300	\$4,200	\$10,500

D. Travel

For each trip, indicate the number of persons traveling, the total days they will be in travel status, and the total subsistence and transportation costs for that trip.

from/to	no. of persons	travel days	subsistence costs	transportation costs	NPS funds	cost sharing	total
Tulsa to Philadelphia	[3]	[6]	\$2,862	\$1,779	\$4,641	\$ 0	\$4,641
Tulsa to New York City	[3]	[6]	\$3,510	\$1,810	\$5,320	\$ 0	\$5,320
Tulsa to Cambridge, MA	[3]	[6]	\$2,718	\$1,477	\$4,195	\$ 0	\$4,195
Travel to 3 NAGPRA Meetings	[2]	[3]	\$2,805	\$3,072	\$5,877	\$ 0	\$5,877
			Subtotal		\$20,033	\$ 0	\$20,033

E. Supplies and Materials

Include consumable supplies and materials to be used in the project and any items of expendable equipment, i.e., equipment costing less than \$500 or with an estimated useful life of less than two years.

item	no.	method of cost computation	NPS funds	cost sharing	total
computer software	[3]	retail prices	\$ 800	\$ 0	\$ 800
purchase of photographs or slides		150 x \$5/slide	\$ 750	\$ 0	\$ 750
printing slides into photos		150 x \$9/print	\$1,350	\$ 0	\$1,350
		Subtotal	\$2,900	\$ 0	\$2,900

F. Services

Include the cost of duplication and printing, long distance telephone, equipment rental, postage, and other services related to project objectives that are not included under other budget categories or in the indirect cost pool.

item	method of cost computation (see example)	NPS funds	cost sharing	total
telephone	18 mo. x \$100/mo.	\$ 0	\$ 1,800	\$1,800
duplication	18 mo. x \$ 60/mo.	\$ 0	\$ 1,080	\$1,080
postage	18 mo. x \$ 20/mo.	\$ 0	\$ 360	\$ 360
printing & copying (outside of tribal office)	18 mo. x \$ 30/mo.	\$ 540	\$ 0	\$ 540
Subtotal		\$540	\$ 3,240	\$3,780

G. Other Costs

Include participant stipends, equipment purchases of over \$500 per item, and other items not previously listed. Please note that "miscellaneous" and "contingency" are not acceptable budget categories. Refer to the budget instructions for the restriction on purchase of permanent equipment.

item	method of cost computation	NPS funds	cost sharing	total
computer	manufacturer's price (see attachments) \$110/mo. x 18 mo.	\$1,800	\$ 0	\$1,800
office space rental		\$1,980	\$ 0	\$1,980
	Subtotal	\$3,780	\$ 0	\$3,780

H. TOTAL DIRECT COSTS (add subtotals of items A through G)	\$71,443	\$7,440	\$78,883
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I. INDIRECT COST RATE PERCENTAGE (from Document 6)			13.5%
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INDIRECT COST RATE AMOUNT	\$3,545	\$7,104	\$10,649
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J. TOTAL COSTS	\$74,988	\$14,544	\$89,532
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K. TOTAL AMOUNT REQUESTED (also on Document 1, line E)	\$74,988		
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NAGPRA Grant Application

Project Director - Position Description

Job Title: Director, Native American Graves Protection and Repatriation Act (NAGPRA) Project

Supervised by: Grants and Compliance, Tribal Manager, and Tribal Council

Qualifications: BA in History, Anthropology, or related fields; or, at least five years experience working with the material culture items, the history and the archaeological record of our Tribe. This person should have a history of working with Tribal members, and have a respect our beliefs for dealing with human remains and grave goods. This knowledge should also extend to any religious artifacts which might presently be in museums. Typing and computer skills, spoken and written communications skills are also a requirement.

Salary: \$30,000/year - The Project Director will spend 50% of his/her time on this Project.

Secretary - Position Description

Job Title: Secretary, Native American Graves Protection and Repatriation Act (NAGPRA) Project

Supervised by: Project Director, Grants and Compliance, Tribal Manager, and Tribal Council

Qualifications: This position will be filled after the grant is awarded. Qualifications include superior typing and computer skills, spoken and written communications skills, and the ability to organize files and tasks. He/she will make travel arrangements, meeting, type letters, communicate with consultants and other Delaware Tribal groups concerning NAGPRA related activities. Indian preference in hiring is given.

Salary: \$12.00/hour - The Secretary will spend 40 hours a month on this Project.

C. Consultant Fees

Include payments for professional and technical consultants and honoraria.

name or type of consultant	no. days on project	daily rate of compensation	NPS funds	cost sharing	total
Archaeologist (Dr. Kraft)	[21]	\$200/day	\$3,150	\$1,050	\$ 4,200
Tribal Elders x 3	[14]	\$150/day	\$3,150	\$3,150	\$ 6,300
		Subtotal	\$6,300	\$4,200	\$10,500

D. Travel

For each trip, indicate the number of persons traveling, the total days they will be in travel status, and the total subsistence and transportation costs for that trip.

from/to	no. of persons	travel days	subsistence costs	transportation costs	NPS funds	cost sharing	total
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E. Supplies and Materials

Include consumable supplies and materials to be used in the project and any items of expendable equipment, i.e., equipment costing less than \$500 or with an estimated useful life of less than two years.

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purchase of photographs or slides		150 x \$5/slide	\$ 750	\$ 0	\$ 750
printing slides into photos		150 x \$9/print	\$1,350	\$ 0	\$1,350
		Subtotal	\$2,900	\$ 0	\$2,900