



GRANT AGREEMENT  
Between Ohio History Connection  
and  
[PROPERTY OWNER]

Project Title: \_\_\_\_\_ Rehabilitation Project  
Grant Program: Paul Bruhn Historic Revitalization Grants Program  
Amount of Federal Funds Obligated: \$ \_\_\_\_\_  
Amount of Non-Federal Funding: \$ \_\_\_\_\_  
Project Total: \$ \_\_\_\_\_  
Period of Performance: \_\_\_\_\_ through \_\_\_\_\_, 2023

This Grant Agreement is entered into by the Ohio History Connection (OHC) and \_\_\_\_\_ (Recipient). This Agreement is effective \_\_\_\_\_ and will expire on \_\_\_\_\_ unless terminated earlier per Article \_\_\_\_\_.

ARTICLE 1 - AUTHORITY

Upon signature of both parties below, the Ohio History Connection obligates with this Grant Agreement the sum of \$ \_\_\_\_\_ appropriated in federal fiscal year 2019 grant-in-aid funds pursuant to: the National Historic Preservation Act, as amended (54 USC 302301, 302901, and 303101; CFDA 15.904) and the Paul Bruhn Historic Revitalization Grant Program. Recipient warrants that is has the legal authority to accept the federal grant and to finance and complete the scope of work for the funded project within the period of performance.

ARTICLE II - SCOPE OF WORK

A. Recipient will contract with one or more companies to \_\_\_\_\_

B. Recipient agrees to perform project work in accordance with the Secretary of the Interior's Standards for Rehabilitation as defined by the National Historic Preservation Act.

ARTICLE III - SCHEDULE

Recipient agrees not to incur project costs prior to the start date of this agreement.

Work to be Accomplished	Start	Completion
RFP and Contract Process with Contractor		
Construction Period [ add more lines in schedule as needed]		
Progress Report to Heritage Ohio		
Final Inspection of project work		
Submit final report & photos of completed work to Heritage Ohio		

ARTICLE IV - BUDGET

The Recipient shall obtain prior written approval from Program Administrator and Ohio History Connection for budget, scope, or schedule revisions.

The project budget breaks down as follows:

Work Category	Grant	Match	Total
Project Planning and Oversight			
General Conditions			
Sitework			
Concrete			
Masonry			
Metals			
Wood and Plastics			
Thermal and Moisture Protection			
Doors and Windows			
Finishes			
Special Construction			
Conveying Systems			
Mechanical			
Electrical			
Totals			

Recipient agrees to contribute \$\_\_\_\_\_ in eligible non-Federal matching contributions that are allowable, properly documented and used during the grant period.

Sources of Matching Share

Donor	Source	Amount


ARTICLE V - KEY OFFICIALS

Key officials are essential to ensure optimal coordination and communications between the parties and the work being performed. They are:

Ohio History Connection: Mary Beth Hirsch Head, Education & Support Ohio History Connection 800 E. 17th Avenue Columbus, OH 43211 614-298-2000 mbhirsch@ohiohistory.org	Program Administrator: Frank Quinn Director of Preservation Heritage Ohio 800 E. 17 <sup>th</sup> Avenue Columbus, OH 43211 614-258-6200 fquinn@heritageohio.org	Recipient: name title org address address phone email
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Per separate agreement executed between Ohio History Connection and its contractor, Heritage Ohio, Heritage Ohio<sup>[dn1]</sup><sup>[MBH2]</sup> (Program Administrator) will administer the project that is the subject of this agreement for the Ohio History Connection, State Historic Preservation Office. All communications regarding project reviews, approvals and grant payments shall be conducted by Program Administrator. Recipient agrees to submit all required documentation and reports to Program Administrator over the course of the project.

ARTICLE VI - AWARD & PAYMENT

- A. The Ohio History Connection will provide funding for the Scope of work described in Article II and in accordance with the approved budget in Article IV.
- B. Recipient shall request payment in accordance with the following: Payment will be made on a reimbursement basis for expenses documented with invoices, proof of payment and adequate documentation of completed work. Requests for payment are to be submitted to Program Administrator using the invoice form provided by Ohio History Connection.
- C. One partial payment may be made provided that all applicable project conditions are met and financial documentation is submitted and accepted. Otherwise, the grant will be paid upon completion of the project and satisfaction of project conditions.
- D. Project expenses may not be incurred prior to the period of performance and may be incurred only as necessary to carry out the approved objectives and scope of work as outlined in the approved budget. Recipient shall not incur costs or obligate funds for any purpose pertaining this project beyond the period of performance.
- E. Travel costs charged against this Agreement must be included in the budget and considered reasonable and may not exceed charges allowed under the Ohio History Connection's Travel and Entertainment Policy and Procedures or by the Recipient in its regular operations as the result of Recipient's written travel policy, whichever is more restrictive.

ARTICLE VII - REPORTS, OUTPUTS, & OUTCOMES

Recipient will report on the funded project every six months. The following reporting period end dates shall be used for interim reports. All reports shall be submitted via email or Dropbox to the Program Administrator [dn3][MBH4][dn5].

Period Begin Date	Period End Date	Report Due Date
March 1, 2021	September 30, 2021	October 31, 2021
October 1, 2021	March 31, 2022	April 30, 2022
March 1, 2022	September 30, 2022	October 31, 2022
October 1, 2022	March 31, 2023	April 30, 2023

ARTICLE VIII - MODIFICATION, REMEDIES FOR NONCOMPLIANCE, TERMINATION

- A. This Agreement may be modified at any time, prior to the expiration date, only by a written instrument executed by both parties. Modifications will be in writing and approved by the SHPO and Program Administrator. Additional conditions may be imposed by the Ohio History Connection through its State Historic Preservation Office (SHPO) [dn6][MBH7][dn8] if it is determined that the Recipient is non-compliant to the terms and conditions of this agreement [dn9][MBH10][dn11].
  
- B. This project may be terminated in whole or in part as follows:
  - 1. By the Ohio History Connection if the Recipient fails to comply with the terms and conditions herein.
  - 2. By the Ohio History Connection for any other cause.
  - 3. By the Ohio History Connection with the consent of the Recipient, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated: or
  - 4. By the Recipient upon sending to the Ohio History Connection written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Ohio History Connection determines in the case of partial termination that the reduced or modified portion of the grant award will not accomplish the purposes for which the award was made, the Ohio History Connection may terminate the grant award in its entirety.
  
- C. In the event that performance is delayed by a natural disaster, pandemic, Act of God, war, insurrection, work stoppage, government order or directive, or other event or condition that is beyond the control of the parties, then further time for performance may be added to any date or deadline if authorized by the National Park Service, except that, in the event that the delay in performance shall continue for thirty (30) days, OHC may, with the approval of the National Park Service, terminate this Agreement as of an effective date selected by the terminating party that is beyond the thirty (30) period of delay. In such event, the Parties shall equitably adjust payment and other terms and conditions as authorized by the National Park Service [dn12].

ARTICLE IX - HISTORIC PRESERVATION FUND SPECIAL CONDITIONS

- A. Ohio History Connection Responsibilities: The Ohio History Connection through its State Historic Preservation Office is responsible for the following:
1. Review and approval of progress and final reporting to include compliance with 2 CFR 200.
  2. Concurrence with Program Administrator of recipient plans and specification for compliance with the Secretary of the Interior's Standards for Rehabilitation.
  3. Review and approval of project plans and specifications for compliance with Sections 106 (54 U.S.C. § 306108) and 110f (54 U.S.C. § 306107) of the National Historic Preservation Act.
  4. Review and approval for compliance with the National Environmental Policy Act (NEPA).
  5. Review and approval of project signage to notify the public of federal involvement.
  6. Any other reviews as determined by the Ohio History Connection based on program needs or financial/programmatic risk factors.
- B. Eligible Costs: Eligible costs under this award are as described in this agreement and in the Historic Preservation [dn13] Fund Grants Manual. For this program they include:
- a. Administrative costs necessary to complete and administer the grant requirements. Administrative costs may not exceed fifteen percent of the project budget.
  - b. Costs to develop architectural/engineering plans and specifications. Such costs must be incurred during the grant period and may not exceed 20% of the total project cost.
  - c. Rehabilitation of properties listed individually in the National Register of Historic Places and properties that contribute to historic districts listed in the National Register.
  - d. Cost for production of the project sign.
- C. Project Sign: The Recipient shall erect a project sign at the development site meeting the size, material, sign placement and content specifications provided by the Ohio History Connection. Photographs of the project sign in place must be submitted as part of the initial progress report. The project sign is to remain in place through project completion.
- D. Publicity & Press Releases: Press releases about this project must acknowledge the grant assistance provided by the Historic Preservation Fund and the National Park Service, and copies of the press releases must be provided to the Program Administrator prior to issuance. All publicity and press releases related to activities funded with this award should include the following statement:
- “This project is supported by a grant from the Paul Bruhn Historic Revitalization Grants Program administered at the federal level by the National Park Service, Department of Interior, and by the Ohio History Connection and Heritage Ohio.”
- E. Consultants & Contractors: Consultant(s)/contractor(s) must have the requisite experience and training in historic preservation or relevant field to oversee the project work. All consultants and contractors must be competitively selected, and their qualifications forwarded to the Program Administrator for review of compliance with the Secretary of the Interior's Professional Qualification Standards. Consultants and contractors must agree to comply fully with all applicable laws and regulations in the conduct of activities specified in this agreement. See Article X, Section B. 7. for additional information [dn14] [MBH15] [dn16].
- F. Covenant Requirement: Recipient agrees to assume, after the completion of the project, the total cost of continued maintenance, repair and administration of the grant-assisted property in a manner satisfactory to the Secretary of the Interior. As applicable, these obligations include reasonable

measures for the protection of the property, including from vandalism or destruction, which may include, as appropriate, monitoring and coordination with local authorities regarding a response to imminent threats.

Accordingly, Recipient agrees to sign a Preservation Covenant with the State Historic Preservation Officer (SHPO). The term of the covenant must run from the end date of this agreement for \_\_\_\_\_ years<sup>[dn17]</sup>[MBH18]<sup>[dn19]</sup>. The covenant must be executed by registering it with the deed of the property. A photocopy of the executed covenant, stamped registered with the deed, must be submitted to the Program Administrator prior to release of the final grant payment by the Ohio History Connection.

G. Heritage Ohio Review of Plans and Specifications for Project Work:

1. Prior to the commencement of any project work, Recipient agrees to submit the following documentation to the Program Administrator for review. Program Administrator will obtain State Historic Preservation Office and National Park Service approvals as necessary and provide documentation of approval to Recipient.
    - a. a site plan that has the north direction clearly marked
    - b. plans and specifications for planned construction work to the building that will take place during the project period of this agreement or fall under review during the covenant period.
    - c. digital images of all exterior elevations of the building or site, with views identified and oriented and keyed to the site plan, as applicable
    - d. interior photographs of all major rooms and those involved in the project, labeled and keyed to a floor plan.
    - e. for National Historic Landmark Districts include overall views of the district from the project area.
    - f. any additional information as may be requested by the Program Administrator that will better enable a technical review of the project to be completed. This may include cut sheets and product samples.
  2. The Recipient must submit documents for the entire undertaking to the Program Administrator. All work undertaken during the project period will be reviewed for conformance with the Secretary of the Interior's Standards for Rehabilitation prior to the beginning of grant-assisted work. Work that does not conform with the Standards in the judgement of the Program Administrator and National Park Service will not be reimbursed and may cause the grant to be terminated.
- G. Compliance with ADA and ABA: The use of federal funds to improve public buildings, to finance services or programs contained in public buildings, or alter any building or facility financed in whole or in part with Federal funds (except privately owned residential structures), requires compliance with the 1990 Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, and the Architectural Barriers Act (ABA). Work done to alter the property should be in compliance with all applicable regulations and guidance.
- H. Unanticipated Discovery Protocols: If project work includes ground disturbance and cultural resources are discovered in the course of project work, Recipient agrees that at a minimum, its contractors will immediately stop construction in the vicinity of the affected historic resource and take reasonable measures to avoid and minimize harm to the resources until the State Historic

Preservation Officer and/or Tribal Historic Preservation Officer (THPO), sub-Recipient or contractor, and Indian Tribes, as appropriate, have determined a suitable course of action within 15 calendar days.

With the express permission of the Ohio History Connection, the Recipient or contractor may perform additional measures to secure the jobsite if the Recipient or contractor determines that unfinished work in the vicinity of the affected historic property would cause safety or security concerns.

## ARTICLE X - GENERAL & SPECIAL PROVISIONS

### A. General Provisions

1. OMB Circulars and Other Regulations. The following Federal regulations are incorporated by reference into this Agreement (full text can be found at <http://www.ecfr.gov>):
  - a. Administrative Requirements: 2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
  - b. Determination of Allowable Costs: 2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E and Subpart F
  - c. Code of Federal Regulations/Regulatory Requirements: [2 CFR Part 182 & 1401, “Government-wide Requirements for a Drug-Free Workplace”](#);
  - d. 2 CFR 180 & 1400, “Non-Procurement Debarment and Suspension”, previously located at 43 CFR Part 42, “Governmentwide Debarment and Suspension (Non-Procurement).” Prior to entering contract, Recipient agrees to visit <https://www.sam.gov/SAM/pages/public/searchRecords/search.jsf> to check whether contractors selected for this project are currently debarred.
  - e. [43 CFR 18, “New Restrictions on Lobbying”](#);
  - f. 2 CFR Part 175, [“Trafficking Victims Protection Act of 2000”](#).
    - a.
  - g. FAR Clause 52.203-12, Paragraphs (a) and (b), Limitation on Payments to Influence Certain Federal Transactions.
2. Non-Discrimination. All activities pursuant to this Agreement shall be in compliance with the requirements of Executive Order 11246, as amended; Title VI of the Civil Rights Act of 1964, as amended, (78 Stat. 252; 42 U.S.C. §§2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973, as amended, (87 Stat. 394; 29 U.S.C. §794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. §§6101 et seq.); and with all other Federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex.
3. Lobbying Prohibition. 18 U.S.C. §1913, Lobbying with Appropriated Moneys, as amended by Public Law 107-273, Nov. 2, 2002. No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure,

or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Members or official, at his request, or to Congress or such official, through the proper official channels, requests for legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities. Violations of this section shall constitute violations of section 1352(a) of title 31. In addition, the related restrictions on the use of appropriated funds found in Div. F, § 402 of the Omnibus Appropriations Act of 2008 (P.L. 110–161) also apply.

4. Buy American Act. Pursuant to Section 307 of the Omnibus Consolidated Appropriations Act of 1997, Public Law 104-208, 110 Stat. 3009, Recipient agrees to follow the requirements in 43 CFR Part 12, Subpart E, Buy American Requirements for Assistance Programs. In the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available in this Act, it is the sense of the Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.
5. Per Executive Order 13858, entitled "Strengthening Buy-American Preferences for Infrastructure Projects" the Recipient shall maximize, consistent with law, the use of iron and steel goods, products, and materials produced in the United States, for infrastructure projects as defined by the Executive Order when the scope of work includes alteration, construction, conversion, demolition, extension, improvement, maintenance, reconstruction, rehabilitation, or repair.
6. Minority Business Enterprise Development. Pursuant to Executive Order 12432 it is national policy to award a fair share of contracts to small and minority firms. The Ohio History Connection is strongly committed to the objectives of this policy and encourages all recipients of its Cooperative Agreements to take affirmative steps to ensure such fairness by ensuring procurement procedures are carried out in accordance with the Executive Order. See Article X, Section B.5. for additional information.
7. Assignment. No part of this Agreement shall be assigned to any other party without prior written approval of the SHPO and Program Administrator.
8. Member of Congress. Pursuant to 41 U.S.C. § 22, no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.
9. Agency. The Recipient is not an agent or representative of the United States, the Department of the Interior, the Ohio History Connection, the National Park Service, nor will the Recipient represent itself as such to third parties. Ohio History Connection employees are not agents of the Recipient and will not act on behalf of the Recipient.
10. Non-Exclusive Agreement. This Agreement in no way restricts the Recipient or the Ohio History Connection from entering into similar agreements or participating in similar activities or arrangements with other public or private agencies, organizations, or individuals.
11. Survival. Any and all provisions which, by themselves or their nature, are reasonably expected to be performed after the expiration or termination of this Agreement shall survive and be enforceable after the expiration or termination of this Agreement. Any and all liabilities, actual or contingent,



which have arisen during the term of and in connection with this Agreement shall survive expiration or termination of this Agreement.

12. **Partial Invalidity.** If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
13. **Captions and Headings.** The captions, headings, article numbers and paragraph numbers appearing in this Agreement are inserted only as a matter of convenience and in no way shall be construed as defining or limiting the scope or intent of the provision of this Agreement nor in any way affecting this Agreement.
14. **Relationship of Parties.** This Agreement is not intended to and shall not be construed to create an employment relationship, partnership or joint venture between the Ohio History Connection or Heritage Ohio and Recipient or its representatives. No representative of Recipient shall perform any function or make any decision properly reserved by law or policy to the Federal government<sup>[dn20]</sup><sup>[MBH21]</sup><sup>[dn22]</sup>.
15. **No Third-Party Rights.** This Agreement creates enforceable obligations between the Ohio History Connection and Recipient. Except as expressly provided herein, and related to project oversight by Heritage Ohio, it is not intended nor shall it be construed to create any right of enforcement by or any duties or obligation in favor of persons or entities not a party to this Agreement.
16. **Program Income.** If the Recipient earns program income, as defined in 2 CFR §200.80, during the period of performance of this agreement, to the extent available the Recipient must disburse funds available from program income, and interest earned on such funds, before requesting additional cash payments (2 CFR §200.305 (5)). As allowed under 2 CFR §200.307, program income may be added to the Federal award by the Federal agency and the Recipient. The program income must be used for the purposes, and under the conditions of, the Federal award. Disposition of program income remaining after the end of the period of performance shall be negotiated as part of the agreement closeout process.

## B. Special Provisions

### 1. Public Information and Endorsements

- a. Recipient shall not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies Ohio History Connection, Heritage Ohio, governmental, departmental, bureau, or government employee endorsement of a business, product, service, or position which the Recipient represents. No release of information relating to this award may state or imply that the Government, Ohio History Connection or Heritage Ohio approves of the Recipient's work products or considers the Recipient's work product to be superior to other products or services.
- b. Recipient must obtain prior approval of Program Administrator and SHPO for any public information releases concerning this award which refer to the U.S. Department of the Interior or any bureau or employee (by name or title).

2. **Rights in Data.** The Recipient grants the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this Agreement by the Recipient, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.
3. **Retention and Access Requirements for Records.** All Recipient financial and programmatic records, supporting documents, statistical records, and other grants-related records shall be maintained and available for access in accordance with 2 CFR Part 200.333–200.337, generally for three years following receipt of the final grant payment.
4. **Audit Requirements**
  - a. Recipients that expend \$750,000 or more during a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501–7507) and 2 CFR Part 200, Subpart F.
  - b. Recipients that expend less than \$750,000 during a fiscal year in Federal awards are exempt from Federal audit requirements for that year, but records must be available for review or audit by appropriate officials of the Federal agency, General Accounting Office (GAO) and the Ohio History Connection.
5. **Procurement Procedures.** It is a national policy to place a fair share of purchases with minority business firms. The Department of the Interior is strongly committed to the objectives of this policy and encourages all recipients of its grants and cooperative agreements to take affirmative steps to ensure such fairness. Positive efforts shall be made by recipients and any contractors and consultants to utilize small businesses, minority-owned firms, and women's business enterprises, whenever possible. Recipients of Federal awards shall take all of the following steps to further this goal<sup>[dn23]</sup><sup>[MBH24]</sup><sup>[dn25]</sup>:
  - a. Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
  - b. Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.
  - c. Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.
  - d. Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.
  - e. Use the services and assistance, as appropriate, of such organizations as the Small Business Development Agency in the solicitation and utilization of small business, minority-owned firms and women's business enterprises.

- f. All procurement transactions, without regard to dollar value, shall be conducted in a manner that provides maximum open and free competition. The Recipient shall use its own procurement procedures that reflect applicable State and local laws and regulations. Heritage Ohio, as OHC's contractor and Program Administrator, shall review all Requests for Proposals, Invitations to Bid, and/or price quotation documents prior to issuance to ensure that the scope of work meets applicable Secretary of the Interior's Standards. In addition to maintaining acceptable financial records, the Recipient shall maintain records sufficient to detail the history of any procurement and award.
6. Subcontracts. The Recipient may subcontract for the performance of the services and activities herein prescribed. The Recipient should not execute any subcontract until this Grant Agreement, against which costs will be charged, has been executed between the Recipient and the Ohio History Connection. Any contract or agreement prepared by the Recipient shall be submitted to Program Administrator for review and approval prior to execution. Recipient agrees that subcontracts will not be altered without written approval from Program Administrator and Ohio History Connection. The execution of subcontracts shall not alter or modify the obligations of the Recipient hereunder.

The Recipient shall not enter into any subcontract wherein the consideration for work or material there under is based upon the "cost-plus-a-percentage-of-cost" or "cost-plus" method. A copy of each executed subcontract entered into for project work shall be forwarded to Ohio History Connection upon execution of the subcontract.

- H. Consultant Services. The use of individual consultant services as part of the grant project, funded either by the Federal share or matching share, shall be documented in the following manner: evidence is to be shown that the fee is appropriate considering the qualifications of the consultant, his/her normal charges and the nature of the services to be provided. No person employed as a consultant, or by a firm providing consultant services, shall receive more than a reasonable rate of compensation for personal services paid with federal funds, or when such services are contributed as matching share. This rate shall not exceed the maximum daily rate of compensation in the Federal Civil Service equal to 120 percent of a GS-15, step 10 salary. Written agreements between the parties shall be executed detailing the responsibilities, standards, and fees. The services of a consultant shall be procured per Section 13 and shall be subject to the provisions of section 14 governing subcontracts. Federal contracting and procurement guidance can be found in 2 CFR 200.318. Maximum rates charged to this grant may not exceed 120% of a Federal Civil Service GS-15, step 10 salary per project location. Current regional salary tables can be found on the Office of Personnel and Management website: <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/>.
7. Professional Qualifications of Principal Project Personnel. Principal project personnel must meet appropriate professional qualification standards as published in the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation, 48 CFR 44716, incorporated herein, by reference. Principal project personnel may be Recipient staff or a hired consultant or contractor. A copy of personnel's qualifications shall be provided to Program Administrator upon execution of the Grant Agreement or with the contract if a consultant is being hired.
  8. Permits. Recipient agrees to obtain any permits, certificates of appropriateness or other permissions as necessary for the performance of the project work.

9. Prohibition on Text Messaging while Driving. In keeping with Executive Order 13513, text messaging while driving as part of business related to this grant award is strongly discouraged.
10. Trafficking in Persons. This term of award is pursuant to paragraph (g) of Section 106 of the Trafficking Victims Protections Act of 2000, as amended (2 CFR §175.15).
11. Conflict of Interest: Recipients must avoid prohibited conflicts of interest, including any significant financial interests that could cause a reasonable person to question the Recipient's ability to provide th in the NPS agreement? impartial, technically sound, and objective performance under or with respect to a Federal financial assistance agreement. In addition, no key official of the Recipient, who is substantially involved in the proposal or project, may have been a former Federal employee who, within the last one (1) year, participated personally and substantially in the evaluation, award, or administration of an award with respect to Recipient or in development of the requirement leading to the funding announcement. Recipient may not solicit, obtain, or use non-public information regarding the evaluation, award, or administration of this award or the development of a Federal financial assistance opportunity that may be of competitive interest to the Recipient. Recipient must disclose in writing any conflict of interest to the Program Administrator.
12. Minimum Wages Under Executive Order 13658 (January 2015): In accordance with Executive Order 131658, the minimum wage that must be paid under any contract or subcontract awarded pursuant to this agreement is \$10.80 per hour, which must be adjusted annually during the term of this agreement to meet the Secretary of Labor's annual E.O. minimum wage agreement [dn26][MBH27][dn28][dn29][dn30][MBH31][dn32].

ARTICLE X – SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) set forth below.

FOR THE RECIPIENT

OHIO HISTORY CONNECTION

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date