



City of Muscatine

ITEM NUMBER 2026-0035

AGENDA ITEM SUMMARY

DATE: 2/3/2026

STAFF

SUBJECT

Request to Approve Subgrant Agreements for the Paul Bruhn Grant

EXECUTIVE SUMMARY

Presented for Council's consideration is a request for approval of two subgrant agreements for the Paul Bruhn Historic Preservation Grant between the City of Muscatine and the owners of the projects located at 113 Iowa and 208 Cedar St.

STAFF RECOMMENDATION

Staff recommends approval of the subgrant agreements.

BACKGROUND/DISCUSSION

Utilizing the Community Grant Writer, in 2023 an application was submitted to the Department of Interior for funding under the Paul Bruhn Historic Preservation Fund. The objective of the fund is to rehabilitate, protect and foster economic development of rural communities through the preservation and rehabilitation of historic properties that have significance at the national or state level. The City is eligible for this funding as a Certified Local Government, and funds must be used for activities that preserve historic sites.

The project budget is \$858,388, including \$747,148 in grant funds to address the preservation needs of up to 11 historic, downtown properties. The grant will support rehabilitation work, including architecture, engineering and construction. The local share, \$111,240, includes the in-kind value of staff time to administer and implement the program as well as private resources and funding available through the existing facade program.

To be eligible, a property must be located in the Downtown Historical District and identified as contributing to the historic district designation. In the first application period, the review committee selected 5 applicants for awards up to \$100,000 to proceed through the grant process. In order to move forward, each property owner must enter into a subgrant agreement with the City to complete the technical review process. Two of the property owners have executed all the documents required to be submitted to the National Parks Service for technical review.

The two subgrants requiring approval at this time are with Ponce Rentals LLC for 113 Iowa Avenue and Anderson Pierson LLC for 2028 Cedar Street each for \$100,000. A minimum 10% match is required for each property, but most projects require significantly more private investment as is demonstrated by these three agreements.

CITY FINANCIAL IMPACT

There is no impact to the general fund for accepting the grant. All local resources are in-kind, available through the local facade program or the private investment required of property owners.

ATTACHMENTS

1. DHRP Subgrant Agreement 113 Iowa
2. DHRP Subgrant Agreement (9)

**CITY OF MUSCATINE SUBGRANT PROGRAM
MUSCATINE DOWNTOWN HISTORIC REVITALIZATION PROJECT (DHRP)
SUBGRANT AGREEMENT**

Period of Performance Start and End Dates: 09/01/2023 to 08/31/2026

Budget Period Start and End Dates: 09/01/2023 to 08/31/2026

Title of Project: Façade Restoration – 113 Iowa

Subgrantee Name: Ponce Rentals

Subgrantee UEI:

Subgrantee Authorizing Official Contact Information:

Ponce Rentals
1484 Isett Ave
Muscatine, IA 52761

City of Muscatine Contact information

Project Coordinator:

April Limburg
215 Sycamore St
Muscatine, IA 52761
563-262-4141
alimburg@muscatineiowa.gov

Amount of Federal Funds Obligated: \$100,000

Total Amount of Federal Funds Obligated: \$100,000

Total Amount of the Federal Award Committed: \$0

Amount of Non-federal Funds: \$445,000

Federal Award Project Description: The purpose of the Muscatine Downtown Historic Revitalization Project Subgrant Program is to support the revitalization of Muscatine through the redevelopment of downtown commercial properties.

FAIN: P23APO1973

Name of Federal Awarding Agency: National Park Service, Department of the Interior

Assistance Listing Number and Title: 15.904 Paul Bruhn Historic Revitalization Subgrant Program

R&D Award: No.

Indirect Cost Rate: Not Applicable.

The Muscatine Historic Revitalization Subgrant Program is being supported in part by the Historic Preservation Fund (HPF) administered by the National Park Service, Department of the Interior.

This Grant Agreement is entered into by City of Muscatine and Ponce Rentals, LLC (Recipient).

Upon signature of both parties below, City of Muscatine enters into this Agreement 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 it 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

The Scope of Work to be performed is in accordance with the *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation* and as determined eligible in the National Historic Preservation Act (NHPA), 54 U.S.C 300101 et. seq., and in the Historic Preservation Grant Fund Manual, as applicable to Tribes.

The Scope of Work is further defined in an addendum at the end of this Notice of Award.

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 execution of this Agreement. Semi-annual progress reports will be required as detailed in the addendum. The project must be complete on or before August 31, 2026.

Proposed Schedule:

February 2025	Sub-grantee Workshop
April-May 2025	Environmental and Technical Review
June 2025	Procurement/Bid Solicitation
July 2025	Notice to Proceed and begin the project
August 31, 2026	Deadline to complete construction

ARTICLE IV – BUDGET

The Recipient shall obtain prior written approval from Program Coordinator and City of Muscatine for budget, scope, or schedule revisions. Budget detail is provided in the addendum to this Agreement. Recipient agrees to contribute eligible non-Federal matching contributions that are allowable, properly documented and used during the grant period in the amount specified in the addendum to this Agreement.

ARTICLE V - KEY OFFICIALS AND COMMUNICATION

Key officials are essential to ensure optimal coordination and communications between the parties and the work being performed. Key officials for City of Muscatine and the Recipient are identified on the cover page of this Agreement.

All communications regarding project reviews, approvals and grant payments shall be conducted by

Program Coordinator. Recipient agrees to submit all required documentation and reports to Program Coordinator over the course of the project.

ARTICLE VI - AWARD & PAYMENT

- A. City of Muscatine will provide funding for the scope of work described in Article II, the addendum to this Agreement, and in accordance with the approved budget provided in the addendum to this Agreement.
- B. Method of Payment. Payment will be made by reimbursement upon submission of documented project expenses according to the approved project budget. Payment will be in the form of check and will be mailed to the recipient.
- C. Requesting Reimbursement. Requests for reimbursements must be submitted via email to the Program Coordinator. Each request must be submitted on the reimbursement request form indicating the total expenditure and the amount requested for reimbursement. Supporting documentation in the form of itemized receipts or invoices must be provided for all expenses.
- D. Review of Documentation. Prior to payment, all supporting documentation will be reviewed by the City of Muscatine and a qualified architect contracted by the City of Muscatine.
- E. 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.

ARTICLE VII – REPORTS AND DELIVERABLES

- A. Recipient will report on the funded project every six months. The following reporting period end dates shall be used for both progress and financial reports. All reports shall be submitted via email to the Program Coordinator.

Period Begin Date	Period End Date	Reporting Type	Report Due Date
10/1/2024	3/31/2025	Semi-annual	4/15/2025
4/1/2025	9/30/2025	Semi-annual	10/15/2025
10/1/2025	3/31/2026	Semi-annual	4/15/2026
3/1/2026	8/31/2026	Final	9/15/2026

Other required submissions and deliverables are listed in the addendum to this Agreement.

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 City of Muscatine. Additional conditions may be imposed by the City of Muscatine if it is determined that the Recipient is non-compliant with the terms and conditions of this Agreement.
- B. This project may be terminated in whole or in part as follows:
 - 1. By the City of Muscatine if the Recipient fails to comply with the terms and conditions herein.
 - 2. By the City of Muscatine for any other cause.

3. By the City of Muscatine 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 City of Muscatine 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 City of Muscatine 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 City of Muscatine 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, City of Muscatine 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) day period of delay. In such events, the Parties shall equitably adjust payment and other terms and conditions as authorized by the National Park Service.

ARTICLE IX – HISTORIC PRESERVATION FUND SPECIAL CONDITIONS

- A. City of Muscatine Responsibilities: City of Muscatine is responsible for the following
1. Review and approval of progress and final reporting to include compliance with 2 CFR 200.
 2. Approval of recipient plans and specifications 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. Providing Recipient with project signage to notify the public of federal involvement.
 6. Any other reviews as determined by the City of Muscatine and NPS 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 Fund Grants Manual. For this program they include
1. 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 or \$5,000, whichever is more.
 2. Preservation of properties that contribute to Muscatine's Historic Districts listed in the National Register.
- C. Project Sign: Physical preservation projects must create public notification of the project in the form of a project sign. The City of Muscatine will provide the subgrantee with approved signage for display in a high visibility location at the project site. 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 Coordinator 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 City of Muscatine.”

- 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 Coordinator 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.
- F. **Preservation Easement/Covenant Requirement:** Section 54 USC 302902 of the National Historic Preservation Act requires Historic Preservation Fund grantees agree 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. Accordingly, subgrantees awarded funds for the physical preservation of a historic site shall sign a preservation covenant/easement with the City of Muscatine.

A preservation easement must be executed and recorded by registering it with the deed of the property. Baseline documentation of the character defining features of the site must be documented prior to construction through photographs. The preservation easement must document the grant assisted condition of the site and the historic character defining features as part of the document registered with the deed.

The preservation easement must be executed before 50% of the grant funds are drawn down or by July 15, 2025, whichever is earlier. If 49% of the grant funds are drawn down prior to execution of the preservation easement, the remaining funds will be held until the easement is executed.

The term of the preservation easement is dependent on the amount of assistance the historic property receives from this opportunity as described below:

- 1. If the historic property is not currently protected by a preservation easement, a preservation easement must be executed for the term as given in the table below per the amount of funding awarded.
- 2. If the historic property is currently subject to a preservation easement that meets the minimum federal preservation requirements, an extension must be executed for an additional duration to meet the requirements of the new funding awarded. Required term is identified in the table below. For example, if a property had 5 years remaining on a previous 20-year easement, and receives \$60,000 in HPF funding, an amendment to add 5 years would be required.
- 3. If the historic property is currently protected by a perpetual or other preservation easement that meets or exceeds the requirements of this grant program as determined by

the NPS, no additional duration or restrictions are necessary.

Amount of Federal Assistance Awarded	Covenant/Easement Term Requirement
\$1-\$50,000	5-year minimum preservation covenant/easement amending the deed is not required
\$50,001 - \$250,000	10-year minimum preservation covenant/easement

G. City of Muscatine Review of Plans and Specifications and Project Work:

1. Prior to the Notice to Proceed, Recipient agrees to submit the following documentation to the Program Coordinator for review to enable the Federal Environmental Review to be complete. Program Coordinator will obtain State Historic Preservation Office and National Park Service approvals as necessary and provide documentation of approval to Recipient.
 - a. Multiple estimates for each work element (if not included in application).
 - b. A site plan that has the north direction clearly marked.
 - c. 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.
 - d. Digital images of all exterior elevations of the building or site, with views identified and oriented and keyed to the site plan, as applicable.
 - e. Interior photographs (if applicable) of all major rooms and those involved in the project, labeled and keyed to a floor plan.
 - f. Any additional information as may be requested by the Program Coordinator that will better enable a technical review of the project to be completed. This may include cut sheets and product samples.
 - g. A narrative (if applicable) describing ground disturbance including distance from the building, diameter, depth, width, grading and sloping.

2. The Recipient must submit documents for the entire undertaking to the Program Coordinator. All work to be 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 Coordinator and National Park Service will not be reimbursed and may cause the grant to be terminated.

3. An architect experienced in historic preservation contracted by the City of Muscatine will inspect each project periodically and/or prior to each disbursement to ensure that all work completed on the property during the grant period regardless of funding source is compliant with the *Secretary of the Interior's Standards for Historic Preservation* and aligns with plans and specifications approved by the City of Muscatine and the National Park Service. Inspection reports will be submitted to the City for review and concurrence. Work that does not conform with the standards in the judgement of the architect, Program Coordinator, and National Park Service will not be reimbursed and may cause the grant to be terminated.

- H. Compliance with ADA and ABA: The use of federal funds to improve public buildings, 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.

- I. 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 City of Muscatine, 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.

- J. Requirement for Training: At the direction of the City of Muscatine, personnel associated with management of the grant program will be required to attend trainings and/or meetings. The grantee will be provided adequate notice to plan for any required activities.
- K. Demonstration of Effort - Performance Goals: In order to ensure the timely and successful completion of all HPF grant awards, the City of Muscatine requires acceptable demonstration of effort by the Recipient on project work supported by all HPF funded grants.

Demonstration of effort means acceptable performance by undertaking meaningful progress on subgrant-supported activities and complying with award terms and conditions.

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 200.331-333 – Subrecipient and contractor determinations, Requirements for pass-through entities, and Fixed amount subawards [eCFR :: 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](#)".
 - 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. 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 Program Coordinator.
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 City of Muscatine, the National Park Service, nor will the Recipient represent itself as such to third parties. The City of Muscatine 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 City of Muscatine 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 City of Muscatine 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.
15. No Third-Party Rights. This Agreement creates enforceable obligations between the City of Muscatine and Recipient. Except as expressly provided herein, and related to project oversight by the City of Muscatine, 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 the City of Muscatine, 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 or the City of Muscatine 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 Coordinator 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:
 - 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. The City of Muscatine 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 the 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 City of Muscatine. Any contract or Agreement prepared by the Recipient shall be submitted to Program Coordinator for review and approval prior to execution. Recipient agrees that subcontracts will not be altered without written approval from Program Coordinator. 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 the City of Muscatine upon execution of the subcontract.

7. 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/>.
8. 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 Coordinator upon execution of the Grant Agreement or with the contract if a consultant is being hired.

9. Permits. Recipient agrees to obtain any permits, certificates of appropriateness or other permissions as necessary for the performance of the project work.
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 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.
12. Procurement Process Conflicts of Interest: All individuals involved in the procurement process for this project, including but not limited to employees, consultants, and contractors of the federal grantee, must adhere to the highest standards of integrity and impartiality. No person shall participate in the selection, award, or administration of a contract if a real or apparent conflict of interest would be involved. A conflict of interest arises when any individual, or their immediate family members, partners, or organizations with which the individual is associated, has a financial or other interest in a firm or entity considered for a contract under this project. Immediate family members include, but are not limited to, spouses, domestic partners, parents, children, siblings, and in-laws.

Disclosure Requirements: Any individual who is involved in the procurement process must disclose any potential conflicts of interest as soon as they become known. This includes any familial, financial, or other personal relationships with a firm or its employees that could reasonably appear to affect the individual's objectivity. No contract shall be awarded under this project to any firm or entity in which an immediate family member of any individual involved in the procurement process has a financial interest or is employed in a capacity that could create a conflict of interest unless the conflict is disclosed and a waiver is obtained from the federal awarding agency. The waiver must clearly document that the conflict of interest will not affect the integrity of the procurement process.

Enforcement and Remedies: Failure to comply with this Conflict of Interest Clause may result in disciplinary action, termination of employment or contracts, and other legal remedies. Contracts awarded in violation of this clause may be subject to cancellation, and the grantee may be required to repay any federal funds used in connection with such contracts.

Recipient must disclose in writing any conflict of interest to the Program Coordinator. The federal grantee shall periodically review procurement procedures and practices to ensure compliance with this Conflict of Interest Clause and shall take appropriate steps to address any issues that may arise.

13. Minimum Wages Under Executive Order 13658 (January 2015): In accordance with Executive Order 13658, the minimum wage that must be paid under any contract or subcontract awarded pursuant

Agreement to meet the Secretary of Labor's annual E.O. minimum wage Agreement.

ARTICLE XI – SIGNATURES

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

FOR THE RECIPIENT

CITY OF MUSCATINE

Caroline Posee



Name

Name

Owner

Mayer

Title

Title

01/28/2026

2-6-26

Date

Date

**CITY OF MUSCATINE SUBGRANT PROGRAM
MUSCATINE DOWNTOWN HISTORIC REVITALIZATION PROJECT (DHRP)
SUBGRANT AGREEMENT**

Period of Performance Start and End Dates: 09/01/2023 to 08/31/2026

Budget Period Start and End Dates: 09/01/2023 to 08/31/2026

Title of Project: Façade Restoration – 208 Cedar St

Subgrantee Name: Anderson Pierson, LLC

Subgrantee UEI:

Subgrantee Authorizing Official Contact Information:

Anderson Pierson, LLC

Andrew Anderson

226 E 2nd St

Muscatine IA 52761-3706

City of Muscatine Contact information

Project Coordinator:

April Limburg

215 Sycamore St

Muscatine, IA 52761

563-262-4141

alimburg@muscatineiowa.gov

Amount of Federal Funds Obligated: \$100,000

Total Amount of Federal Funds Obligated: \$100,000

Total Amount of the Federal Award Committed: \$0

Amount of Non-federal Funds: \$77,200

Federal Award Project Description: The purpose of the Muscatine Downtown Historic Revitalization Project Subgrant Program is to support the revitalization of Muscatine through the redevelopment of downtown commercial properties.

FAIN: P23APO1973

Name of Federal Awarding Agency: National Park Service, Department of the Interior

Assistance Listing Number and Title: 15.904 Paul Bruhn Historic Revitalization Subgrant Program

R&D Award: No.

Indirect Cost Rate: Not Applicable.

The Muscatine Historic Revitalization Subgrant Program is being supported in part by the Historic Preservation Fund (HPF) administered by the National Park Service, Department of the Interior.

This Grant Agreement is entered into by City of Muscatine and Anderson Pierson, LLC (Recipient).

ARTICLE 1 – AUTHORITY

Upon signature of both parties below, City of Muscatine enters into this Agreement 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 it 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

The Scope of Work to be performed is in accordance with the *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation* and as determined eligible in the National Historic Preservation Act (NHPA), 54 U.S.C 300101 et. seq., and in the Historic Preservation Grant Fund Manual, as applicable to Tribes.

The Scope of Work is further defined in an addendum at the end of this Notice of Award.

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 execution of this Agreement. Semi-annual progress reports will be required as detailed in the addendum. The project must be complete on or before August 31, 2026.

Proposed Schedule:

February 2025	Sub-grantee Workshop
April-May 2025	Environmental and Technical Review
June 2025	Procurement/Bid Solicitation
July 2025	Notice to Proceed and begin the project
August 31, 2026	Deadline to complete construction

ARTICLE IV – BUDGET

The Recipient shall obtain prior written approval from Program Coordinator and City of Muscatine for budget, scope, or schedule revisions. Budget detail is provided in the addendum to this Agreement. Recipient agrees to contribute eligible non-Federal matching contributions that are allowable, properly documented and used during the grant period in the amount specified in the addendum to this Agreement.

ARTICLE V - KEY OFFICIALS AND COMMUNICATION

Key officials are essential to ensure optimal coordination and communications between the parties and the work being performed. Key officials for City of Muscatine and the Recipient are identified on the cover page of this Agreement.

All communications regarding project reviews, approvals and grant payments shall be conducted by Program Coordinator. Recipient agrees to submit all required documentation and reports to Program Coordinator over the course of the project.

ARTICLE VI - AWARD & PAYMENT

- A. City of Muscatine will provide funding for the scope of work described in Article II, the addendum to this Agreement, and in accordance with the approved budget provided in the addendum to this Agreement.
- B. Method of Payment. Payment will be made by reimbursement upon submission of documented project expenses according to the approved project budget. Payment will be in the form of check and will be mailed to the recipient.
- C. Requesting Reimbursement. Requests for reimbursements must be submitted via email to the Program Coordinator. Each request must be submitted on the reimbursement request form indicating the total expenditure and the amount requested for reimbursement. Supporting documentation in the form of itemized receipts or invoices must be provided for all expenses.
- D. Review of Documentation. Prior to payment, all supporting documentation will be reviewed by the City of Muscatine and a qualified architect contracted by the City of Muscatine.
- E. 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.

ARTICLE VII – REPORTS AND DELIVERABLES

- A. Recipient will report on the funded project every six months. The following reporting period end dates shall be used for both progress and financial reports. All reports shall be submitted via email to the Program Coordinator.

Period Begin Date	Period End Date	Reporting Type	Report Due Date
10/1/2024	3/31/2025	Semi-annual	4/15/2025
4/1/2025	9/30/2025	Semi-annual	10/15/2025
10/1/2025	3/31/2026	Semi-annual	4/15/2026
3/1/2026	8/31/2026	Final	9/15/2026

Other required submissions and deliverables are listed in the addendum to this Agreement.

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 City of Muscatine. Additional conditions may be imposed by the City of Muscatine if it is determined that the Recipient is non-compliant with the terms and conditions of this Agreement.
- B. This project may be terminated in whole or in part as follows:
 - 1. By the City of Muscatine if the Recipient fails to comply with the terms and conditions herein.

2. By the City of Muscatine for any other cause.
 3. By the City of Muscatine 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 City of Muscatine 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 City of Muscatine 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 City of Muscatine 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, City of Muscatine 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) day period of delay. In such events, the Parties shall equitably adjust payment and other terms and conditions as authorized by the National Park Service.

ARTICLE IX – HISTORIC PRESERVATION FUND SPECIAL CONDITIONS

- A. City of Muscatine Responsibilities: City of Muscatine is responsible for the following
1. Review and approval of progress and final reporting to include compliance with 2 CFR 200.
 2. Approval of recipient plans and specifications 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. Providing Recipient with project signage to notify the public of federal involvement.
 6. Any other reviews as determined by the City of Muscatine and NPS 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 Fund Grants Manual. For this program they include
1. 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 or \$5,000, whichever is more.
 2. Preservation of properties that contribute to Muscatine's Historic Districts listed in the National Register.
- C. Project Sign: Physical preservation projects must create public notification of the project in the form of a project sign. The City of Muscatine will provide the subgrantee with approved signage for display in a high visibility location at the project site. 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 Coordinator 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 City of Muscatine.”

- 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 Coordinator 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.
- F. Preservation Easement/Covenant Requirement: Section 54 USC 302902 of the National Historic Preservation Act requires Historic Preservation Fund grantees agree 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. Accordingly, subgrantees awarded funds for the physical preservation of a historic site shall sign a preservation covenant/easement with the City of Muscatine.

A preservation easement must be executed and recorded by registering it with the deed of the property. Baseline documentation of the character defining features of the site must be documented prior to construction through photographs. The preservation easement must document the grant assisted condition of the site and the historic character defining features as part of the document registered with the deed.

The preservation easement must be executed before 50% of the grant funds are drawn down or by July 15, 2025, whichever is earlier. If 49% of the grant funds are drawn down prior to execution of the preservation easement, the remaining funds will be held until the easement is executed.

The term of the preservation easement is dependent on the amount of assistance the historic property receives from this opportunity as described below:

- 1. If the historic property is not currently protected by a preservation easement, a preservation easement must be executed for the term as given in the table below per the amount of funding awarded.
- 2. If the historic property is currently subject to a preservation easement that meets the minimum federal preservation requirements, an extension must be executed for an additional duration to meet the requirements of the new funding awarded. Required term is identified in the table below. For example, if a property had 5 years remaining on a previous 20-year easement, and receives \$60,000 in HPF funding, an amendment to add 5 years would be required.
- 3. If the historic property is currently protected by a perpetual or other preservation

easement that meets or exceeds the requirements of this grant program as determined by the NPS, no additional duration or restrictions are necessary.

Amount of Federal Assistance Awarded	Covenant/Easement Term Requirement
\$1-\$50,000	5-year minimum preservation covenant/easement amending the deed is not required
\$50,001 - \$250,000	10-year minimum preservation covenant/easement

G. City of Muscatine Review of Plans and Specifications and Project Work:

1. Prior to the Notice to Proceed, Recipient agrees to submit the following documentation to the Program Coordinator for review to enable the Federal Environmental Review to be complete. Program Coordinator will obtain State Historic Preservation Office and National Park Service approvals as necessary and provide documentation of approval to Recipient.
 - a. Multiple estimates for each work element (if not included in application).
 - b. A site plan that has the north direction clearly marked.
 - c. 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.
 - d. Digital images of all exterior elevations of the building or site, with views identified and oriented and keyed to the site plan, as applicable.
 - e. Interior photographs (if applicable) of all major rooms and those involved in the project, labeled and keyed to a floor plan.
 - f. Any additional information as may be requested by the Program Coordinator that will better enable a technical review of the project to be completed. This may include cut sheets and product samples.
 - g. A narrative (if applicable) describing ground disturbance including distance from the building, diameter, depth, width, grading and sloping.

2. The Recipient must submit documents for the entire undertaking to the Program Coordinator. All work to be 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 Coordinator and National Park Service will not be reimbursed and may cause the grant to be terminated.

3. An architect experienced in historic preservation contracted by the City of Muscatine will inspect each project periodically and/or prior to each disbursement to ensure that all work completed on the property during the grant period regardless of funding source is compliant with the *Secretary of the Interior's Standards for Historic Preservation* and aligns with plans and specifications approved by the City of Muscatine and the National Park Service. Inspection reports will be submitted to the City for review and concurrence. Work that does not conform with the standards in the judgement of the architect, Program Coordinator, and National Park Service will not be reimbursed and may cause the grant to be terminated.

- H. Compliance with ADA and ABA: The use of federal funds to improve public buildings, 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.

- I. 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 City of Muscatine, 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.

- J. Requirement for Training: At the direction of the City of Muscatine, personnel associated with management of the grant program will be required to attend trainings and/or meetings. The grantee will be provided adequate notice to plan for any required activities.
- K. Demonstration of Effort - Performance Goals: In order to ensure the timely and successful completion of all HPF grant awards, the City of Muscatine requires acceptable demonstration of effort by the Recipient on project work supported by all HPF funded grants.

Demonstration of effort means acceptable performance by undertaking meaningful progress on subgrant-supported activities and complying with award terms and conditions.

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 200.331-333 – Subrecipient and contractor determinations, Requirements for pass-through entities, and Fixed amount subawards [eCFR :: 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](#)".
 - 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. 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 Program Coordinator.
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 City of Muscatine, the National Park Service, nor will the Recipient represent itself as such to third parties. The City of Muscatine 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 City of Muscatine 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 City of Muscatine 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.
15. No Third-Party Rights. This Agreement creates enforceable obligations between the City of Muscatine and Recipient. Except as expressly provided herein, and related to project oversight by the City of Muscatine, 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 the City of Muscatine, 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 or the City of Muscatine 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 Coordinator 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:
 - 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. The City of Muscatine 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 the 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 City of Muscatine. Any contract or Agreement prepared by the Recipient shall be submitted to Program Coordinator for review and approval prior to execution. Recipient agrees that subcontracts will not be altered without written approval from Program Coordinator. 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 the City of Muscatine upon execution of the subcontract.

7. 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/>.
8. 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 Coordinator upon execution of the Grant Agreement or with the contract if a consultant is being hired.

9. Permits. Recipient agrees to obtain any permits, certificates of appropriateness or other permissions as necessary for the performance of the project work.
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 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.
12. Procurement Process Conflicts of Interest: All individuals involved in the procurement process for this project, including but not limited to employees, consultants, and contractors of the federal grantee, must adhere to the highest standards of integrity and impartiality. No person shall participate in the selection, award, or administration of a contract if a real or apparent conflict of interest would be involved. A conflict of interest arises when any individual, or their immediate family members, partners, or organizations with which the individual is associated, has a financial or other interest in a firm or entity considered for a contract under this project. Immediate family members include, but are not limited to, spouses, domestic partners, parents, children, siblings, and in-laws.

Disclosure Requirements: Any individual who is involved in the procurement process must disclose any potential conflicts of interest as soon as they become known. This includes any familial, financial, or other personal relationships with a firm or its employees that could reasonably appear to affect the individual's objectivity. No contract shall be awarded under this project to any firm or entity in which an immediate family member of any individual involved in the procurement process has a financial interest or is employed in a capacity that could create a conflict of interest unless the conflict is disclosed and a waiver is obtained from the federal awarding agency. The waiver must clearly document that the conflict of interest will not affect the integrity of the procurement process.

Enforcement and Remedies: Failure to comply with this Conflict of Interest Clause may result in disciplinary action, termination of employment or contracts, and other legal remedies. Contracts awarded in violation of this clause may be subject to cancellation, and the grantee may be required to repay any federal funds used in connection with such contracts.

Recipient must disclose in writing any conflict of interest to the Program Coordinator. The federal grantee shall periodically review procurement procedures and practices to ensure compliance with this Conflict of Interest Clause and shall take appropriate steps to address any issues that may arise.

13. Minimum Wages Under Executive Order 13658 (January 2015): In accordance with Executive Order 13658, the minimum wage that must be paid under any contract or subcontract awarded pursuant

to this Agreement is \$12.90 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.

ARTICLE XI – SIGNATURES

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

Andrew Anderson
Manager Anderson Personnel
Name

Manager

Title

2/12/2024

Date

CITY OF MUSCATINE

[Signature]

Name Brad Berk

Mayor

Title

2-24-26

Date