

Appendix 4

CERTIFIED LOCAL GOVERNMENT AGREEMENT



State Historical Society of Iowa

The Historical Division of the Department of Cultural Affairs

December 15, 1995

Honorable Larry R. Curtis, Mayor
City of Ames
P.O. Box 811
Ames, IA 50010

RE: Certified Local Government Request

Dear Mayor Curtis:

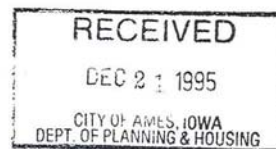
We have received, reviewed and approved the City of Ames's application for Certified Local Government status. The Certification Agreement between the State of Iowa and the City of Ames has been executed by both parties and an original copy returned to the Department of Planning and Housing for inclusion in the historic preservation commission's file.

I am pleased to inform you that in accordance with State and Federal regulations pertaining to Local Government Historic Preservation Programs the City of Ames qualifies as a Certified Local Government.

Thank you for your past and ongoing efforts to encourage historic preservation in Iowa.

Sincerely,

Patricia Ohlerking
Acting State Historic Preservation Officer



cc: Mr. Phil Poorman, Chair. - Ames Historic Preservation Commission
Mr. Ray Anderson, Planner - City of Ames ✓
Mr. Stephen A. Morris, CLG Coordinator, National Park Service, Interagency Resources Division

402 Iowa Avenue
Iowa City, Iowa 52240-1806
(319) 335-3916

600 E. Locust
Des Moines, Iowa 50319-0290
(515) 281-6412

Montauk
Box 372
Clermont, Iowa 52135-0372
(319) 423-7173

CERTIFIED LOCAL GOVERNMENT (CLG) AGREEMENT

This agreement is made and entered into by and between the City of Ames, Iowa, hereinafter referred to as the CLG, and the State Historical Society of Iowa, hereinafter referred to as the STATE; WITNESSETH THAT:

WHEREAS, the STATE is interested in granting Certified Local Government status to qualified local governments; and

WHEREAS, the STATE is empowered by federal statute to institute the Certified Local Government program in Iowa; and

WHEREAS, the CLG has met all qualifications and criteria set forth by the STATE and the U.S. Department of the Interior, including the passage of historic preservation legislation and the creation of a historic preservation commission;

NOW, therefore, it is agreed by and between the parties hereto as follows:

1. That the STATE will consider the CLG eligible for the STATE's 10% pass-through funds from the Department of the Interior; and
2. That the STATE will monitor all preservation activities of the CLG, including those of its historic preservation commission; and
3. That the CLG and the STATE mutually agree to abide by the general and specific conditions and responsibilities attached hereto as Exhibits A and B and any additional responsibilities hereto attached as Exhibit C; and
4. The CLG will faithfully comply with all applicable Federal and State laws as specified by the STATE; and
5. The CLG will faithfully comply with all applicable regulations and directives issued by the STATE and the U.S. Department of the Interior; and
6. The CLG shall hold the STATE and Federal government harmless from damages in any action arising from the performance of any work performed under the auspices of this agreement or any grant.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year last specified below.

CLG
 Mayor, City of Ames
Larry R. Curtis 12/5/95
 Larry R. Curtis, Mayor / Date

STATE
 State Historical Society of Iowa
Patricia Ohlerking 12-19-95
 Patricia Ohlerking, Deputy SHPO/ Date

GENERAL CONDITIONS

ARTICLE I: General Responsibilities of a Certified Local Government.

- A. The CLG will enforce all appropriate state and local ordinances for designating and protecting historic properties.
- B. The CLG will organize and maintain a historic preservation commission which must meet at least three times per year. The commission will be composed of community members with a demonstrated positive interest in historic preservation, or closely related fields, to the extent available in the community, with consideration of at least one representative in history and one in architecture. If an appropriate discipline cannot be represented, the CLG shall utilize expertise in this area when considering nominations to the National Register of Historic Places and other actions that will impact properties which are normally evaluated by a professional in such discipline. This can be accomplished by consulting with the State Historical Society of Iowa, another CLG, or hiring a consultant on an as-needed basis.
- C. The CLG will review National Register nominations on any property that lies in the jurisdiction of the local historic preservation commission. After allowing for public comment, the commission and the chief elected local official(s) shall decide if the property meets the criteria of the National Register. This recommendation must be submitted to the STATE within sixty days (or sooner if mutually agreed upon) of the commission decision.
- D. The CLG shall provide for adequate public participation in the local historic preservation programs, including the process of recommending properties for nomination to the National Register of Historic Places. This will be accomplished in a format issued by the STATE in its program guidelines.
- E. CLG Commission members will participate in STATE-sponsored or approved historic preservation training activities.
- F. The CLG shall submit an annual report of its historic preservation activities in a format prescribed by the STATE.
- G. The CLG shall maintain a system for the survey and inventory of historic and prehistoric properties in a manner consistent with and approved by the STATE.

- H. The CLG shall not unlawfully discriminate on the basis of sex, race, color, and/or national origin in any of its activities in implementing its programs.

ARTICLE II: Amendment of Agreement.

The CLG or the STATE may, during the duration of this agreement, deem it necessary to make alterations to the provisions of this agreement. Any changes, which shall be mutually agreed upon, shall be incorporated into this agreement. The provisions of the amendment shall be in effect as of the date of the amendment unless otherwise specified within the amendment. A waiver of any conditions of this agreement must be in writing from a duly authorized official of the STATE.

ARTICLE III: Patent and Copyright.

- A. No material or product produced in whole or in part under this agreement shall be subject to patent or copyright by either party in the United States or in any other country.
- B. The U.S. Department of the Interior reserves a royalty-free non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, any materials produced in whole or in part under this agreement for government purposes.

ARTICLE IV: Accounts and Records.

- A. Accounts: The CLG shall maintain books, records, documents, all aspects of financial management and other evidence pertaining to all activities under this agreement.
- B. Audit and Inspection: At all times during normal business hours and as frequently as is deemed necessary, the CLG shall make available to the STATE all of its records pertaining to all matters covered by this agreement.
- C. Retention of Financial Records: All records in the possession of the CLG pertaining to this agreement shall be retained by the CLG for a period of three (3) years beginning with the date upon which this agreement is issued. All records shall be retained beyond the three (3) year period if audit findings have not been resolved within that period.
- D. The CLG shall provide the STATE copies of all audit reports issued during the agreement period.

ARTICLE V: Termination of Agreement.

- A. Termination for Cause: The STATE or the CLG may terminate this agreement in whole or in part, at any time, whenever it is determined that the other party has failed to comply with the conditions of the agreement. The STATE or the CLG shall promptly notify the other party in writing of the determination and the reasons for the termination, together with the effective date.
- B. Termination for Convenience: The STATE and the CLG may terminate this agreement, in whole or in part, when both parties agree that the continuation of the agreement would not produce beneficial results. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. Termination will be made without prejudice.
- C. Rights in Incompleted Products: In the event the agreement is terminated, all finished or unfinished products prepared by or for the CLG under this agreement shall, at the option of the STATE, become its property.

ARTICLE VI: Interest of Officials and Others.

- A. STATE: No officer or employee of the STATE shall participate in any decisions relating to this agreement which affect his or her personal interest or the interest of any corporation, partnership, or association in which he or she is, directly or indirectly interested or has any interest, direct or indirect, in this agreement or the proceeds thereof.
- B. CLG: The CLG covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this agreement.

ARTICLE VII: Assignment of Interest.

Neither this agreement or any interest therein nor claim thereunder shall be assigned or transferred by the CLG to any other party or parties.

ARTICLE VIII: Agreement Coverage.

This instrument contains the entire agreement between the parties and any statements, inducements or promises not contained herein shall not be binding upon said parties. This agreement shall inure to the benefit of, and be binding upon the successors in office of, the respective parties.

If any of the provisions herein shall be in conflict with the laws of the State of Iowa, or shall be declared to be invalid by any court of record in this State, such invalidity shall be construed to affect only such portions as are declared invalid or in conflict.

ARTICLE IX: Reports.

The CLG shall submit to the STATE two (2) copies of an annual report by October 1 of each year as specified.

ARTICLE X: Agreement Duration.

The agreement shall remain in effect until terminated by either or both parties.

SPECIAL CONDITIONS

ARTICLE I: Identification of Parties.

This agreement is entered into by and between the State Historical Society of Iowa, hereinafter called the STATE and the City of Ames, hereinafter called the CLG.

ARTICLE II: Designation of Officials.

- A. STATE: The Administrator of the State Historical Society of Iowa is the State Official authorized to execute any changes in the terms, conditions, or amounts specified in this agreement. He may designate a member of his staff to negotiate, on behalf of the STATE, any changes to this agreement.
 - B. CLG: The Mayor of the City of Ames is authorized to execute any changes in the terms, conditions, or amounts as specified in this agreement. He may designate a member of his staff to negotiate, on behalf of the CLG, any changes to this agreement.
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EXHIBIT C

CLG SPECIAL DELEGATED RESPONSIBILITIES