



CLG CERTIFICATION NO. 014

CERTIFIED LOCAL GOVERNMENT (CLG) AGREEMENT

This agreement is made and entered into by and between City of Waterloo, Iowa, hereinafter referred to as the CLG and the STATE of Iowa Office of Historic Preservation, 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 Department of the Interior, including the passage of a historic preservation ordinance and the creation of an historic preservation commission; and

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 monitor all preservation activities of the CLG, including those of its historic preservation commission; and
3. That the RECIPIENT 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 Office 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.

RECIPIENT

City of Waterloo, Iowa

STATE

Iowa State Historical Department  
David Crosson, Director

Bernard J. McFarley

David Crosson

Date 4-30-86

Date 4-30-86

## EXHIBIT A

## 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 review commission which must meet at least three times per year. The commission will be composed of 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 can not be represented, the CLG shall utilize expertise in this area when considering National Register of Historic Places nominations and other actions that will impact properties which are normally evaluated by a professional in such discipline. This can be accomplished by consulting the OHP, or 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 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. The STATE will not act on any nomination rejected by the CLG.
- D. CLGs 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 OHP-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. CLGs shall not unlawfully discriminate on the basis of sex, race, color and/or national origin in any of their activities in implementing their programs.

#### ARTICLE I - 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 by both parties, 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 Contract must be in writing from a duly authorized official of the State.

#### ARTICLE II - 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. Any material or product produced in whole or in part under this AGREEMENT which results in a book or any other copyrightable material, subject to the terms of this Contract, 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 the work for Government purposes.

#### ARTICLE III - 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 Recipient pertaining to this AGREEMENT shall be retained by the Recipient 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 STATE copies of all audit reports issued during the contract period.

#### ARTICLE IV - 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 Contract. The State or 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 Contract in whole or in part, when both parties agree that the continuation of the contract 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 Recipient under this AGREEMENT shall, at the option of the State, become its property.

ARTICLE V - Interest of Officials and Others:

a. State - No officer or employee of the State shall participate in any decisions relating to this Contract which affect his personal interest or the interest of any corporation, partnership, or association in which he is, directly or indirectly interested or have any interest, direct or indirect, in this Contract or the proceeds thereof.

b. Recipient - The Recipient 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 Contract.

ARTICLE VI - Assignment of Interest:

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

ARTICLE VII - 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 insure 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 VIII - Reports:

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

ARTICLE IX - AGREEMENT Duration:

The AGREEMENT shall remain in effect until termination by either or both parties.

## EXHIBIT B

## SPECIAL CONDITIONS

ARTICLE I - Identification of Parties

This AGREEMENT is entered into by and between the Iowa State Historical Department, Office of Historic Preservation, hereinafter called the "State", and Waterloo, Iowa, hereinafter called the "CLG".

ARTICLE II - Designation of Officials:

a. State - The director of the Office of Historic Preservation, 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 Waterloo is authorized to execute any changes in the terms, conditions, or amounts as specified in this AGREEMENT. He/she may designate a member of his/her staff to negotiate any changes to this contract.