STATE OF IOWA
CERTIFIED LOCAL GOVERNMENT
GRANT GUIDELINES

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Introduction

Jointly administered by National Park Service (NPS) and the State Historic Preservation Offices (SHPO), the Certified Local Government (CLG) Program is a model and cost-effective local, state, and federal partnership that promotes historic preservation at the grassroots level. The CLG program seeks to:

1) develop and maintain local historic preservation programs that will influence local decisions critical to historic properties, and

2) ensure the broadest possible participation of local governments in the national historic preservation program while maintaining preservation standards established by the Secretary of the Interior.

An incentive for participating in the CLG program is the pool of matching grant funds made available annually to participating communities. The CLG grant fund amounts to over 10% of Iowa's annual Historic Preservation Fund (HPF) grant allocation from the NPS. Since 1983, when the CLG program started, Iowa has awarded over $2,400,000 in grant money to fund projects across the state. The Iowa SHPO is required to pass approximately $100,000 each year to CLG communities through this grant program.

To qualify for a CLG grant, a community must meet two criteria:

1) Have a certified local historic preservation program:

The community must have an established local historic preservation program by ordinance or resolution, applied for and received Certified Local Government status from the National Park Service, Department of the Interior.

2) Be current in CLG Annual Report submittals:

The community must be current in their submission of Iowa CLG Annual Report forms. This means that the CLG community has submitted all Iowa annual report forms through the prior year and is in good standing.

If you have questions about eligibility, contact historic.preservation@iowaeda.com.

PART 1

Eligible Project Categories

CLG grants are intended to support local preservation efforts. Typically, these grants can be used to underwrite the following types of activities: Planning for Preservation, Planning, Survey/Evaluation, Registration, Pre-Development and Public Education.

The following is an in-depth discussion of the different types of projects that are supported by CLG grants:

Planning for Preservation

These are start-up grants geared to help newly certified local governments receive basic training in three areas:

1) preservation activities—planning, survey, evaluation

2) project development, management, and completion; and

3) working with a historic preservation professional.

The goal of these projects is to help the Commission and Community understand the role and use of planning, survey, and evaluation in a local historic preservation program, particularly in developing a historic property inventory and using the inventory in comprehensive planning. All planning for preservation projects require commissions to hire a consultant to assist with the training.

A planning for preservation project is limited in scope. The project should focus on activities that provide historic preservation training to commission members and volunteers and provide an opportunity to apply that training.

- Training in historic preservation planning may include instruction from the consultant on comprehensive land use planning basics and the commission's role in the planning process.
- Training can involve meetings with local government officials, local organizations, and individuals to identify ways to integrate historic preservation into future community projects. Training may include instruction on research, recording, and context development for survey and evaluation.

- Training may include instruction on research, recording, and context development for survey and evaluation. This hands-on training allows commissioners and volunteers to research and record properties by completing Iowa Site Inventory forms.

The project should also involve the preparation of a project report that includes a bibliographic listing of previous historic preservation work done in the community. The report will include a discussion of potential historic contexts and associated property types and properties; and the report will contain the consultant's recommendations for future survey, evaluation, and/or planning projects. The consultant will write the report. The commission members and volunteers will do the major portion of the research for the report. It is recommended that a commission focus on either archaeological or architectural/historical properties when doing a planning for preservation project.

The proposed project must comply with the Secretary of the Interior's Standards and Guidelines for planning, identification and evaluation, and any guidelines required by the State in the application.

Planning for Preservation grant projects cannot be combined with other types of projects. For example, the commission may be trained in survey procedures, do preliminary research and inventory work, but the commission cannot perform a survey as part of the project. If your commission wants to survey, then apply for a survey project.

Planning for Preservation projects are small in scope. You must submit a draft grant application for Planning for Preservation projects. **Because these are training grants, the CLG historic preservation commission MUST contribute a minimum of 100 hours of volunteer work as in-kind match for the project.**

Survey and Evaluation

CLG communities are tasked with locating historically significant buildings, structures, objects, sites (including archaeological sites) and districts within their jurisdiction. The process of locating is called "identification" and known informally as "survey." The process determining if a property is significant is called "evaluation." Evaluation involves taking the information gathered during identification and applying it to determine if a property meets the Significance and Integrity Criterion of the National Register. Guidance on conducting survey work can be found in the Historic Architectural Survey Guidelines and the Association of Iowa Archaeologists Guidelines for Archaeological Investigations in Iowa - Association of Iowa Archaeologists.

Critical and essential steps in developing a local historic preservation program are locating historic properties and building a file of information about them. "Identification" provides the

foundation of a local historic preservation program because as a result of locating properties it also generates information about those properties. That information consists of completed Iowa Site Inventory forms, survey reports, photographs, maps, and plans of properties. These documents make up the file of information that is called an "inventory**"** and used for preservation planning, property management and protection.

Survey data should be readily integrated into the State's planning process and inventory; consequently, reports must be in a particular format and information on individual properties must be recorded on Iowa Site Inventory forms.

Identification projects must gather enough information to make decisions. If it is a reconnaissance survey, enough information is needed to decide which areas and individual properties merit intensive survey and evaluation (see below for information on the difference). If it is an intensive survey and evaluation project, then survey work is required to provide sufficient information to develop a historic context and make an evaluation about the significance of the resource. Identification projects must be conducted according to a research design that specifies the objectives, methods, and expected results of the survey project. Identification projects must be designed in a way that can lead to nominations of significant properties to the National Register (or to a determination of eligibility).

Identification projects can vary in focus, scope, and intensity. For example, a survey project could look at the history of properties (buildings, structures, sites, objects, districts), such as how properties reflect different events or developments within a community. A survey project might look at the architecture, design, or engineering of properties. An example would be to look for Prairie Style properties, or to look for timber-framed buildings, or to survey barn design, etc. A survey can examine certain property types, e.g., courthouse, homes; or it can focus on a particular area such as downtown, an industrial district, or a rural area. There are two levels of intensity: "Reconnaissance," covering a large area but not in-depth and "Intensive," covering a small area in-depth.

Reconnaissance Survey involves archival research and enough fieldwork to locate properties in the survey area. The emphasis in a reconnaissance level survey is to develop historic contexts. Historic contexts are themes in history or architecture used to evaluate the significance of properties. Reconnaissance surveys emphasize research. Fieldwork is limited, recordation involves noting the location of a property, the type of property, photo documenting the property, and providing a description.

Reconnaissance surveys are used to determine the nature of the next "level of documentation." For example, results of a reconnaissance survey may indicate when it is advisable to do an intensive level survey of a historic district, when to intensively survey individual properties, or when additional survey is unnecessary because no historic properties are in the surveyed area. The results of a reconnaissance survey may indicate that it would be productive to survey properties associated with a particular historic context.

Generally, reconnaissance surveys cover more area and larger numbers of properties than can be covered in an intensive level survey. The research undertaken in a reconnaissance survey will produce information on historic contexts for the area covered during the survey. A comparison of these contexts can suggest which would be the most productive to pursue in a follow-up intensive survey.

Intensive Survey and Evaluation combines survey with evaluation. Intensive Survey involves in-depth archival research and fieldwork to record properties in the survey area. For all types of intensive survey and evaluation projects, the objective is to gather sufficient information to recommend proposed significance or non-significance of the investigated properties and develop historic contexts in terms of National Register listing.

The recordation should be comprehensive enough to illustrate the historic character of the property and document integrity. Research should gather enough information to document the significance of properties, develop one or more historic contexts, and describe them in a final project report. The report should follow recommendations in, Iowa SHPO Architectural Survey Guidelines. These projects are very labor intensive, requiring many people and/or many hours to completely record, map, photograph, describe, and research each property and context, to complete the evaluations of potential significance, to prepare the final report, and to complete the associated documentation (site inventory forms and photographic records).

The size of the survey area and the number of properties require recordation should be selected based on three factors: personnel, hours, and/or cash. The project will need a combination of reliable volunteers who are committed to the project, City or County local government staff who can devote work hours to the project, and/or the cash to pay for the consultant. Some CLGs have done large surveys using a small group of volunteers who have put in over 1,000 hours assisting their consultant. Other CLGs have been able to combine volunteers, staff hours, and a consultant. A third scenario is the CLG which has relied exclusively on staff and consultants. The

point is to make a realistic assessment of your resources and tailor the size of the project accordingly.

Survey projects can be done in phases. It might be useful to divide the proposed survey area into smaller units if personnel and/or cash constraints limit the ability to do the entire area.

ONLINE ASSISTANCE An explanation of identification (survey) and evaluation and an outline of requirements are found in the Secretary's Standards and Guidelines for Evaluation. Go to the NPS website to download The Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation.

The following NPS publications provide more information and are available on-line at https://www.nps.gov/subjects/nationalregister/publications.htm

- ***Guidelines for Local Surveys: A Basis for Preservation Planning***. National Register of Historic Places -- Bulletin 24.
- ***Researching Historic Property***. National Register of Historic Places -- Bulletin 39.
- ***Guidelines for Counting Contributing and Noncontributing Resources for National Register Documentation*****.** National Register of Historic Places -- Bulletin 14.
- ***How to Apply National Register Criteria for Evaluation*****.** National Register of Historic Places -- Bulletin 15.
- ***How to Complete the National Register Registration Form*****.** National Register of Historic Places -- Bulletin 16A.
- ***How to Complete the National Register Multiple Property Documentation Form*****.** National Register of Historic Places -- Bulletin 16B.

Evaluation determines whether a property or group of properties meets the National Register or local significance and integrity criteria and therefore is eligible for listing on the National Register of Historic Places or local designation. The evaluation process will not place properties on the National Register but will recommend the best candidates for nomination as individual and/or district listings.

Essentially, evaluation involves using a historic context as the framework for determining significance and then using the results of research to show how and why a property meets one or more of the National Register significance and integrity criteria.

It is recommended that evaluation be done in conjunction with intensive surveys. However, if an intensive survey and evaluation was completed more than five years ago, a review of the previous evaluation project probably will be needed to update information about the buildings' integrity, photographs and prior evaluation recommendations. Please reach out to the SHPO office for further information about this situation.

Archaeology

CLG Grants can be used for a limited number of archaeology-related projects. Archaeological reconnaissance surveys typically characterize an area's archaeological resources with background research and limited field investigations. Intensive surveys result in identification, delineation, and descriptions of specific archaeological sites in a study area. The Association of Iowa Archaeologists have prepared "Guidelines for Archaeological Investigations of Iowa" outlining best practices for archaeological investigations in the state.

When a survey or evaluation is archaeological these provisions apply:

- **Provide a specific research question(s):** Archaeology projects require the submission of a research question(s) that will be answered by the proposed archaeological project.
- **Documentation**: Archaeological site information must be recorded on the Office of the State Archaeologist Site Forms. Reports must meet the information and content requirements outlined in the most recent Association of Iowa Archaeologists "Guidelines for Archaeological Investigations in Iowa".
- **Curation**: Artifacts and associated records must be permanently curated at a repository that meets the *Secretary of the Interior's Standards for Curation*.
- **Compliance**: For archaeological surveys funded through federal sources, SHPO and NPS staff (not the grant applicant) must complete additional steps to comply with federal laws. These include National Environmental Policy Act reviews and consultation with Tribal governments and other interested parties.

National Register of Historic Places Registration

Registration is official recognition of a significant and therefore historic property by nominating or designating it to a register maintained by the federal or local government. Registration projects involve placing properties on the National Register of Historic Places or on a municipal or

county register of historic places. Registration projects should be undertaken if the property has been determined potentially eligible for National Register nomination through an intensive survey and evaluation project or personal research (survey and evaluation) which has been submitted to the SHPO and resulted in a determination of potential eligibility.

Registration activities also may include refinement and elaboration of historic contexts and submission of the Multiple Property Cover Document along with at least one property nomination for approval and listing on the National Register. Multiple Property Cover documents and the historic contexts outlined within cannot be used for nomination purposes until they have undergone the same State and Federal review process as nominations.

National Register Nominations Cities and counties that have surveyed and evaluated properties are encouraged to complete the process by nominating properties, determined significant and eligible for listing, to the National Register of Historic Places. This typically involves completing additional research and recordation, preparing and submitting the nomination for a series of reviews by State Staff and then for the final review to the State Nomination Review Committee. Guidance for preparing National Register nominations can be found in the National Register Bulletins listed below and on our website. National Register nomination projects must have final nominations and supporting documents ready for review by the State Nominations Review Committee. The following guides, available on the web at https://www.nps.gov/subjects/nationalregister/publications.htm should be of help to you:

- Nomination Guide
- ***Guidelines for Counting Contributing and Noncontributing Resources for National Register Documentation*.** National Register of Historic Places -- Bulletin 14.
- ***How to Apply National Register Criteria for Evaluation*.** National Register of Historic Places -- Bulletin 15.
- ***How to Complete the National Register Registration Form*.** National Register of Historic Places -- Bulletin 16A.
- ***How to Complete the National Register Multiple Property Documentation Form*.** National Register of Historic Places -- Bulletin 16B.

Local Registration If a city has passed an ordinance that allows for the designation of local historic landmarks and districts, then those cities may use a CLG grant to prepare nominations for local designation of individual landmarks or historic districts.

If a CLG commission does a local registration project, they should plan to involve interested or affected parties (especially property owners) and the public in all aspects of the project. Incorporate workshops, focus groups, or other public meetings into all phases of the project to allow for public participation.

Local registration projects funded with these grants must employ National Register of Historic Places criteria, standards, and guidelines for measuring significance and for documentation.

Planning

Planning within the Secretary of the Interior's Standards encompasses the development of a long-term program for identification, evaluation, and registration of historic properties and contexts within the community. The objective is to develop and maintain an inventory of historic properties which can be used to assist in the treatment, maintenance, and long-term protection of those properties.

In addition, the NPS recognizes that planning also involves integrating municipal or county historic preservation into comprehensive planning processes. This type of planning can include development of any of the following:

1. Local policies: governmental commitment to maintain publicly owned historic buildings or policy to seek historic properties when additional facilities are needed.
2. Incentives: revolving funds, property tax abatement, freeze, or credit; no or low-cost loans.
3. Maintenance programs for historic properties: free or low-cost paint, tool bank/exchange; development of training programs in appropriate painting, pointing, repair procedures.
4. Architectural salvage and recycling building materials.
5. Regulatory: local designation, historic conservation zoning, historic preservation easements, historic building codes.
6. Programs to ensure maintenance, protection and continued use of historic properties. This type of planning also involves establishing review and communication networks among local governmental staff and departments (planning, engineering, roads, parks, utilities, permits).

7. Accessibility issues for historic buildings.

Planning projects can be done on a step-by-step basis, or a community might choose to develop a plan incorporating many of the activities described below:

- Develop historic contexts to guide future survey and evaluation projects in your community.
- Develop a plan for completing intensive level survey and evaluation projects of your community. Reviewing your local government's ordinances (e.g., zoning, subdivision, historic preservation) and regulations (e.g., building codes, health and fire codes) which affect historic properties. Prepare revisions that allow for recognition and protection of local historic properties.
- Develop design guidelines for proposed alterations of National Register listed and/or locally designated historic landmarks or properties in local historic districts.
- Develop local incentives to encourage appropriate rehabilitation, use, and preservation of historic properties.
- Develop a historic preservation component to incorporate into your local comprehensive plan.
- Develop a system for local designation of single properties and historic districts.
- Develop a financial incentive program for rehabilitating and maintaining historic properties.
- Develop a training program and literature to enhance and facilitate interdepartmental communication about historic preservation issues.

Public Education

These projects provide CLG historic preservation commissions with an opportunity to educate their communities about local historic properties and the local historic preservation program. Public education activities should be based on work that meets the Secretary of the Interior's Standards, where applicable. Public education projects must relate to historic preservation activities. Ideally, the project should also relate to historic properties within your community — please provide this linkage in the grant application.

Public education projects can include these activities: preparing a publication, audio or visual materials; presenting a workshop, conference, lecture, or class; developing curriculum for local

schools; adult education programs; or training materials for realtors, contractors, or owners of historic properties. A commission can work with local partners (e.g., civic, historic, youth groups) on the project. The project must focus on historic preservation. Here are some examples of public education projects:

- Apply for scholarship money to send a preservation commissioner or preservation commission staff person to a conference or course. Examples include National Alliance of Preservation Commissions FORUM, the National Trust for Historic Preservation Conference, National Preservation Institute, National Main Streets Conference, Preservation Leadership Training, etc.
- Work with the National Alliance of Preservation Commissions to host a training CAMP in your community.
- Develop a virtual tour or app featuring National Register properties in your community.
- Work with elementary or high school teachers to develop courses and projects that use local historic properties to teach various aspects of local history.
- Present a workshop on historic window rehabilitation or masonry restoration.
- Use the results of a survey to develop an exhibit on historic farms and their stories.
- Host the Preserve Iowa Summit!

A commission might organize a workshop on a preservation topic of local interest, e.g., researching your property, applying design guidelines in an historic district, and how to conduct a survey. Exhibits produced with these grants must be directly linked to historic preservation: photographic exhibit of National Register listed properties; video recording providing instruction about rehabilitation; power-point presentation on filling out a site inventory form, workshop on porch restoration, etc.

Grant money can be used for planning and organizing the project, promotion and publicity, preparation of materials (registration, schedules, and evaluation forms), obtaining speakers or renting AV equipment, and producing materials to hand out at the meeting. Grant money cannot be used for refreshments or meals served during the public education session. Public education activities should be based on work that meets the Secretary of the Interior's Standards, where applicable.

Please reach out to the CLG Coordinator if you are interested in hosting the Preserve Iowa Summit.

Pre-Development Projects

Pre-development projects are used to plan for 1) applying the appropriate treatment, 2) long-term stabilization and maintenance, and 3) use or adaptive reuse of National Register listed properties. In effect, pre-development projects provide plans for activities that protect and preserve significant, historic properties. Eligible activities include preparing architectural plans to implement the appropriate "Historic Property Treatment," conducting engineering studies, researching and writing historic structure reports, and preparing feasibility studies or master plans. The projects may focus on prehistoric or historic archaeological sites as well as on buildings, structures, and objects. The Secretary of the Interior's Standards provide guidance for preparing the documentation required for pre-development projects.

If the project involves a building, structure, or object, then all work must follow the Secretary of the Interior's Standards for the Treatment of Historic Properties. In addition, the final report may need to follow the Historic Structure Report format. See Preservation Brief 43 Preparing a Historic Structure Report (http://www.nps.gov/tps/how-to-preserve/briefs/43-historic-structure-reports.htm)

The State requires the following for pre-development projects:

1. Funds can be used only on properties that are listed on the National Register of Historic Places. Priority will be given to properties that are endangered.
2. Funds should be used on properties that are publicly owned or that are owned by a not-for-profit organization and open for public use.
3. Applications for predevelopment projects must have photographs of each property to be assisted. For historic/architectural properties, one interior view and one exterior view are required of each property. For archaeological properties, one photograph is required.

PART 2

Completing the Application

The following includes caveats, helpful hints, and useful information to guide you through writing the application. Let's begin with some background information.

What is involved in doing a grant project?

Grant projects tend to be labor intensive and do require time. If you are considering a survey and evaluation project, be ready to commit many hours to research and recordation. If you are considering developing some form of local protection for historic properties, e.g., landmark and district designation; conservation districts, plan on lots of meetings, publicity so that you get the community involved, and many drafts and revisions. Grant projects offer an opportunity to involve new people and groups in your historic preservation effort.

Here are the key elements in a grant project once awarded the grant:

- Working with the state project manager on all aspects of the project through phone, email consultation, and submission of quarterly progress reports.
- Developing a satisfactory request for proposals (RFP) to send to consultants, establish criteria for selecting a consultant, and develop a subcontract for hiring the consultant.
- Hiring a consultant.
- Scheduling a kickoff meeting with consultant and state project manager to go over project goals, project schedule, research design if needed, allocation of project responsibilities, and get consultant's input on the best way to do the project.
- Recruiting, training, and organizing volunteers to do project activities.
- Complete project activities (e.g., meetings, training, research and/or recordation, organize and present the event, assist in report preparation) over a 6–8 month period.
- Preparation of draft grant products and submission to the State for approval.
- Preparation of final grant products and submission to the State for approval.
- Preparation and submission of Request for Reimbursement(s) with accompanying documentation of expenses and match.

Consultant, Professional—what does this mean?

CLG grant funded projects must be conducted, supervised, or reviewed by an appropriately qualified professional, which generally means a preservation professional who meets the Secretary's Professional Qualification Standards for the relevant discipline. When a project involves a workshop, presentation, publication, exhibit, or event, you may also need to seek other professional expertise. If more than one discipline is involved, then the consultant or consultants should have expertise in those disciplines. The Secretary of the Interior's Professional Qualifications are at: https://www.nps.gov/articles/sec-standards-prof-quals.htm

Currently, Professional Qualification Standards have been developed for Architecture, Archaeology, Architectural History, and History. In any event, the professional staff in the SHPO determines if an individual qualifies as a preservation professional or has professional expertise in non-preservation areas, e.g., exhibit design, graphic design, publishing, publicity, marketing, technology.

In summary, on the application, specify the types of professional expertise needed for the grant project. For each professional, calculate the amount of time needed and the professional hourly rate, and, if out of town, include per diem and travel expenses as appropriate. If the consultant is to be paid from the CLG grant, then put the total anticipated compensation amounts in the column marked Federal/CLG Grant.

Division of project responsibilities, who does what?

The HPC needs to decide when they complete the grant application how work on the project will be allocated. Some commissions have the consultant do most of the work. This means asking for a larger grant because of salary and travel expenses for the consultant. Other commissions choose to assist the consultant and do much of the work themselves. Often this will reduce the cost of the project. If a commission chooses to do project work, it is very important that the commission fulfills this commitment. Survey and evaluation projects will fail when commission members do not complete their assigned research and recordation tasks. The next two sections describe the jobs typically assumed by the HPC, volunteers and staff and those that are generally assigned to a consultant.

What are the responsibilities of the local project director and HPC members in the grant project?

- The Commission, in concert with their local government staff member, prepares the Request for Proposals (RFP) and consultant subcontract; obtains SHPO review and comment on the RFP and contract, sends the RFP to no less than 3 qualified consultants, reviews the consultant proposals, selects the consultant, and hires the consultant.
- Organize any meetings (including the kickoff meeting at the beginning of the project), training sessions, tours, or other events held as part of the project. This will include scheduling, finding locations, publicizing, actively recruiting participants or volunteers, setting up, hosting, and cleaning up.
- Assist consultant in gathering information, illustrations or photographs for the draft and final project reports.
- Prepare and distribute to the State all grant products.
- Submit draft and final products to the State for review and comment.
- Submit completed quarterly progress reports to the State CLG Coordinator during the project.
- Submit requests for reimbursement along with documentation to the State CLG Coordinator.
- Submit requests to the local government to pay the consultant.
- Maintain documentation of local in-kind match contribution: hours volunteered, mileage expended, materials donated, donated facilities, donated professional services, etc.

What costs and activities are associated with projects?

Translate these lists into the activities you will need to undertake to complete your project. Use the lists to give you a sense of time, materials, and costs involved in doing each activity.

Costs to consider when developing your project budget:

- Preparing for training sessions, meetings, and preparation of handout materials, draft report, final report, HADB form.
- Any in-person research that may be needed at locations across the region.
- Consultant travel to and touring of the community and travel to research facilities.
- Conducting training sessions or meetings.
- Consulting with the local project director and SHPO project manager in person, on the phone, or by email.

- On site demonstrations of research or recordation of properties.
- Project-related travel mileage.
- Project-related meals and lodging during travel.

The following services and supplies may be needed to conduct the project:

- Correspondence between State, consultant, local project director.
- Publicity mailings, emails, phone calls for meetings, training sessions, presentations.
- Print and produce draft and final reports or other printed materials (handouts, brochures, exhibit labels, etc.).
- Various paper supplies: stationery, copy paper; envelopes, file folders, labels, etc.
- Photographic materials: Digital photographs will be required.
- GIS or other digital mapping services to make maps and plans.
- Clerical services.

Curation costs for Archaeological Survey and Evaluation Projects

Archaeological and interdisciplinary reconnaissance surveys will need to specify a curation facility where archaeological materials recovered during the survey will be stored pending acquisition of appropriate donation agreements. The curation facility must meet the Secretary of the Interior's Standards for Curation. Generally, curation facilities have a per unit charge for curation. The primary curation facility in Iowa is the University of Iowa. However, there are other facilities in Iowa that meet the Secretary of the Interior's Standards. Please note the CLG Grants cannot be used for ongoing curation of artifacts.

Required Grant Products

Be sure to include a list of required products for all projects, any additional products that are required for the specific type of project from the lists below, plus any items required specifically for this project in your community. All products must be submitted digitally through the SHPO's submission portal, ESHPO.

Required products for all grants

The following items must be produced. Be sure to include the list on the application. Estimate the time required to produce these and figure this value into your budget request.

1. Draft Request for Proposals (RFP), subcontract and a list of consultants to whom these documents will be sent.
2. Final Request for Proposals (RFP) and subcontract for distribution to consultants.
3. Signed and executed subcontract agreement with the selected consultant.
4. Quarterly reports.

Additional required products for each type of project

The following are lists of items that must be produced for specific types of projects. Be sure to include the list for your type of project on the application. Estimate the cost of producing each and figure that into the project budget.

Planning for Preservation Products:

- Project research design discussing project activities and methodology.
- Draft of the planning for preservation report.
- If desired, bound copies of the final planning for preservation report for the CLG
- A completed Historic-Architectural database (HADB) encoding form, summarizing the report submitted through ESHPO.
- 2-5 photographs documenting the project. These are typically "action" shots showing consultants and volunteers at work. Be sure to assign this task to a volunteer at the beginning of the project so that it is not forgotten.

Reconnaissance Survey Products:

- Project research design discussing the objective, methodology, and expected results.
- Draft survey report containing the information found in Iowa SHPO Architectural Survey Guidelines Recommended Outline Format for survey reports for a 30-day review from the SHPO.
- Final survey report.
- If desired a bound copy of the final survey report.
- A completed Historic-Architectural database (HADB) encoding form, summarizing the project report if this project involves a standing structure submitted through ESHPO.

- A digital copy of any typed Iowa Site Inventory forms, prepared for building, structure, object or site (other than archaeological) recorded or updated during the project.
- 2-5 photographs documenting the project. These are typically "action" shots showing consultants and volunteers at work. Be sure to assign this task to a volunteer at the beginning of the project so that it is not forgotten.

Intensive Survey and Evaluation Products

- Project research design discussing the objective, methodology, and expected results.
- Draft survey report containing the information found in Iowa SHPO Architectural Survey Guidelines. Recommended Outline Format for survey reports for a 30-day review from the SHPO
- If desired, a bound copy of the final survey report for your CLG.
- A Resource Inventory Spreadsheet (RIS) for all properties submitted with the draft and final report and a typed digital version of all Iowa Site Inventory forms, prepared for building, structure, object or site (other than archaeological) recorded or updated during the project with required digital photographs.
- A completed Historic-Architectural database (HADB) encoding form, summarizing the project report if this project involves a standing structure submitted through E-SHPO.
- 10-12 photographs documenting the project. These are typically "action" shots showing consultants and volunteers at work. Be sure to assign this task to a volunteer at the beginning of the project so that it is not forgotten.

Archaeological Survey and Evaluation Projects:

- Project research design discussing project activities and methodology in conformance with the most recent Association of Iowa Archaeologists Guidelines for Archaeological Investigations.
- Draft survey report with sample draft Office of State Archaeologist site record forms.
- A final survey report with final Office of State Archaeologist site record forms, for each new site located. For previously reported archeological sites, prepare an updated site record form. The consultant will also submit the archaeological record forms online to the Iowa Office of the State Archaeologist through I-Sites.
- 2-5 photographs documenting the project. These are typically "action" shots showing consultants and volunteers at work. Be sure to assign this task to a volunteer at the beginning of the project so that it is not forgotten.

National Register Nomination Products:

- Project research design discussing the objective, methodology, and expected results.
- Draft and final nominations and photographs following the process described in the Nomination Guide. Please note this process may require multiple drafts.
- Required presentation for the State Nominations Review Committee meeting.
- 2-5 photographs documenting the project. These are typically "action" shots showing consultants and volunteers at work. Be sure to assign this task to a volunteer at the beginning of the project so that it is not forgotten.

Planning Project Products:

- Project research design discussing the objective, methodology, and expected results.
- Draft of the plan, ordinance, guidelines or other document being prepared as part of this project.
- If desired, bound copies of the final planning for preservation report for the CLG.
- A completed Historic Architectural database (HADB) encoding form, summarizing the project report if this project involves a standing structure.
- 2-5 photographs documenting the project. These are typically "action" shots showing consultants and volunteers at work. Be sure to assign this task to a volunteer at the beginning of the project so that it is not forgotten.

Public Education Products:

If a consultant is hired:

- Project research design discussing the objective, methodology, and expected results.
- Draft of the documents prepared as part of this project.
- A digital copy of the final documents.
- 2-5 photographs documenting the project. These are typically "action" shots showing consultants and volunteers at work. Be sure to assign this task to a volunteer at the beginning of the project so that it is not forgotten.

If brochures, flyers, or pamphlets are produced (unless otherwise noted, all work products are submitted digitally):

- Draft of any brochure, flyer, or pamphlet.
- A digital copy of each final version of any brochure, flyer, or pamphlet.

- 2-5 photographs documenting the project. These are typically "action" shots showing consultants and volunteers at work. Be sure to assign this task to a volunteer at the beginning of the project so that it is not forgotten.

If a conference, workshop, or lecture is presented (unless otherwise noted, all work products are submitted digitally):

- Draft of each of the following types of material: all promotional material, programs, conference notebooks or handouts created by the CLG as part of the project.
- A digital copy of programs and handouts.
- One (1) of each of the following:
    - A list of participants with names, addresses, and CLG affiliation.
    - Completed Conference Evaluation Forms collected from each of the participants.
    - Promotional Flyers, press releases, etc.
- 2-5 photographs documenting the project. These are typically "action" shots showing consultants and volunteers at work. Be sure to assign this task to a volunteer at the beginning of the project so that it is not forgotten.

If an exhibit is presented:

- Draft of promotional material, program, captions or other text.
- Final copies of promotional material and program.
- Photographs documenting any exhibit produced.
- 2-5 photographs documenting the project. These are typically "action" shots showing consultants and volunteers at work. Be sure to assign this task to a volunteer at the beginning of the project so that it is not forgotten.

If audio-visual materials or publications are developed (unless otherwise noted, all work products are submitted digitally):

- Draft of scripts, publications, curriculum materials, or outline/conceptual plan for audio-visual materials.
- Final copy, including print-ready master copy of script, publication, and curriculum materials.
- Two draft copies of proposed slide show, if applicable.
- 2-5 photographs documenting the project. These are typically "action" shots showing consultants and volunteers at work. Be sure to assign this task to a volunteer at the beginning of the project so that it is not forgotten.

Pre-Development Project Products:

- Project research design discussing the objective, methodology, and expected results.
- Draft project report (this will be the feasibility study, structural assessment, etc.).

- Copy of the final project report, print-ready master copy; this will be the final version of the feasibility study, structural assessment etc.
- A completed Historic-Architectural database (HADB) encoding form, summarizing the project report if this project involves a standing structure.
- 2-5 photographs documenting the project. These are typically “action” shots showing consultants and volunteers at work. Be sure to assign this task to a volunteer at the beginning of the project so that it is not forgotten.

PART 3

Developing your budget:

All costs for your project must conform to federal guidelines. Detailed information is provided in 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and in the National Park Service, Historic Preservation Fund Grants Manual. These are summarized below.

Budget Explanation:

- The budget for the project is made up of two parts: the grant and the match. The grant consists of those costs or portions of costs that are to be reimbursed by the Historic Preservation Fund (HPF) grant (federal) dollars. The match consists of those costs or portions of costs that are provided by the local government (applicant match). All costs, both the grant portion and the match must be adequately documented in the budget.
- The match may consist of cash contributions, representing the Applicant/grantee's cash outlay, including the outlay of money contributed to the grantee by nonfederal third parties, in-kind contributions representing the value of non-cash contributions provided by the grantee or nonfederal third parties. In-kind contributions represent the value of non-cash contributions provided by the grantee or non-federal third parties. In-kind contributions can consist of charges for real property, non-expendable personal property, and the value of goods and services directly benefiting and specifically identifiable to approved objectives of the grant-supported project. Please remember that there is no cash match requirement for CLG grants. Match may consist entirely of in-kind match.
- The match ratio for all projects is 60/40. The federal grant should be sixty percent (60%) of the total cost for the project. The local government provides forty percent (40%) of the total cost for the project. If the total cost of a project is $10,000, then the requested grant should be $6,000.00 and the applicant match provided should be $4,000.00 in either cash or in-kind contributions.

- All the costs must be in payment of an obligation incurred during the grant period. Applicants cannot charge for costs incurred prior to the award of the grant, nor can applicants charge for costs that will be incurred after the grant project is completed.
- All costs must represent expenditures that are necessary to accomplish grant objectives and are outlined in the budget. Make sure each cost in your budget represents an expense needed to support the proposed grant activity.
- Generally, applicants cannot use transferred federal monies as match; nor can applicants use money from other federal grants as match. Most often, federally derived money cannot match federally derived money. There is an exception, Community Development Block Grant money; this can be used as applicant match for CLG federal grants.

Costs

The following costs are allowed:

- Communications. Communication costs incurred for telephone calls or service, fax, mail, messenger and similar communication expenses necessary for and directly related to grant project operations are allowable and may be charged to either the federal and/or applicant portion of the budget. Specify type of communication, cost basis and amount of usage, and total cost. For example,
    - *Postage mailing products: number of Items x Rate x Estimated total weight.*

- Donated Goods (i.e. expendable personal property/supplies and donated use of space) may be furnished to a grantee. The value of the goods and space is not reimbursable. However, the value of the donations may be used to meet matching share requirements. Specify type of donated goods, quantity donated, cost basis and total value.
    - *Paper: number of reams x cost per ream*

- Room or Equipment rental. Rental and use of private or publicly owned meeting space or of equipment: earth moving, surveying, computer, photographic, audio-visual and/or other equipment needed to conduct grant project activities is acceptable, provided the equipment is only needed for a short time. The value shall be based on the rental agreement. The cost may not exceed the rental cost of comparable equipment in that

locality. This may be charged to either the federal and/or the applicant's share of the grant project costs. Specify type of rental (room or type of equipment), estimated length of rental, rental rate, and total cost of each rental. For example,

- *Room rental (local rate for conference room rental) number of hours use x hourly rate.*
- *Photographic or computer system rental: number of hours used x hourly rental rate.*

- Materials and supplies. The cost of materials and supplies necessary to carry out the grant project are allowable. This may include maps; material for grant related correspondence, reports, flyers, pamphlets. Purchases made specifically for the grant project should be charged at their actual prices after deducting all cash discounts, trade discounts, rebates, and allowances received.

  Withdrawals from general stores or stockrooms should be charged at cost under any recognized method of pricing, consistently applied. These may be charged to the federal and/or applicant's share of the project. Specify type of material or supply being used, amount, price, and total price.

  Materials and supplies donated by third parties. The cost of these supplies may be charged at cost under any recognized method of pricing, consistently applied. The value should be placed in the applicant match in-kind column of the budget. Show type of material or supply, cost, and total value.

- Professional and consultant service costs. Cost of professional and consultant services rendered by persons or organizations that are members of a particular profession or possess a special skill, are allowable. A subcontract with a consultant outlining responsibilities, standards, products and fees will be required. Consultants are reimbursed for all time spent on the project (planning training workshops, participating in workshops/meetings, research, fieldwork, travel time to the CLG, research facilities, etc.). This rate shall not exceed the maximum daily rate of compensation in the Federal Civil Service equal to 120% of a GS-15, step 10 salary. The current maximum hourly rate is $94.47.

- Publication and printing costs. Costs of printing and reproduction services necessary for grant administration and grant project activities are allowable. Photographic processing and printing are included in these costs and should be identified as such. These can be charged to the Federal and/or the applicant share of the total project cost. Specify type of item, number produced of each item, show per page or copy rate, and the total cost.

- Volunteers. Volunteer personnel may contribute time to the grant project. If a volunteer is performing tasks within his/her normal trade or profession, eligible costs include the volunteer's normal rate of pay up to established maximums. If the volunteer is performing tasks outside of his/her normal trade or profession, eligible costs may include the rate established for Iowa by the Independent Sector for the hours worked. These costs may be utilized only for the applicant portion of the budget and are classified as In-kind/Volunteer on the budget page of the grant application. To determine **the most recent value for Iowa**, please go to: http://www.independentsector.org/volunteer_time.

- Personal Services. These costs would include reimbursement to regular employees of the local government who spend all or part of their time working on the grant project. Eligible cost is the salary of the employee. The employee must be working in the same skill for which they are normally paid; otherwise, the wage rate established by the Independent Sector is used. These costs may be charged to the applicant match portion only. These are considered in-kind match and would be placed in the In-kind/Volunteer match column. In the Budget Table, show estimated hours X hourly rate for each employee and total salary cost. On the budget page show as follows, *Planning Director, hourly salary rate $30.00 x 40 hrs. =$1,200.00.*

- Mileage. Mileage of trips taken in performing grant activities costs may be charged to the grant budget. Mileage costs do not include costs of mileage from place of residence of project personnel to the project site (except consultants who live in one community and travel to a job site in another community). Mileage paid for by the Applicant/grantee to consultants or personnel hired to work on the project may be charged to the federal portion and/or to the applicant match portion of the budget. Donated mileage

accumulated by CLG employees or third-party volunteers while engaged in project activities may be charged only to the applicant match portion. Maximum mileage rate is **50 cents** per mile. On the budget page, show total estimated mileage times mileage rate and total cost of or value of accumulated mileage, e.g., *consultant mileage 500 miles x 50 cents per mile = $250.00.*

- Travel. Travel costs are allowable for expenses for transportation, lodging, subsistence, and related items incurred by consultants or other paid employees while engaged in grant project activities. Such costs may be charged on an actual basis, on a per diem or mileage basis in lieu of actual costs incurred, or on a combination of the two, provided the method used is applied to an entire trip, and results in charges consistent with those normally allowed in like circumstances in non-federally sponsored activities. Maximum rates for travel-related costs are as follows:

  Actual Basis:

  - *Breakfast, up to $ 8.00*
  - *Lunch, up to $10.00*
  - *Dinner, up to $19.00*
  - *Lodging, up to $80.00 plus taxes, per night.*

  Or

  Per Diem Basis:

  - *Total Charge per day for meals and lodging $117.00*
  - *Could add a daily mileage allowance.*

What can be used as "Applicant In-Kind Match"?

- All the time that the local project director and commission members spend involved in grant project related activities as donated volunteer hours documented on timesheets.
- All the time that volunteers and meeting participants spend involved in grant project related activities including meetings, review of documents, planning documented on timesheets.

- All the time that local government staff and officials spend involved in grant project related activities documented on timesheets.
- All the mileage that commissioners, volunteers, staff and officials accumulate traveling to participate in grant project related activities documented on the donated mileage sheet.
- The value of all communication costs (telephone, email, post, fax), materials (paper and filing supplies, etc.), services (clerical, photographic, drafting, graphic arts, editing, administrating, etc.) that local project director, volunteers, commissioners, and staff contribute to the project all donations will need to be documented on donation sheets.
- The value of goods (e.g., paper, copying or printing etc.) and services (e.g., computer services, professional photography, graphic artist, promotional) contributed to the project by the local government or the public.
- Local value of equipment or facility rental for meetings and other project related events. Equipment rental can include use of projectors, public address systems, video cameras, or equipment (remote sensing, machinery) for archaeological investigations.

The following costs are not allowed:

- Any cost related to a fundraising appeal.
- Alcoholic Beverages. Costs of alcoholic beverages are unallowable.
- Archaeological Salvage. Costs of data recovery unrelated to increasing an understanding of a National Register property are unallowable.
- Honoraria. Payments for honoraria are not allowable when the primary intent is to confer distinction on, or to symbolize respect, esteem, or admiration for a recipient. (Payments for services rendered, such as a speaker's fee at a grant-assisted workshop, are allowable).
- Lobbying. The cost of certain activities associated with obtaining grants, contracts, cooperative agreements, or loans is an unallowable cost. The costs associated with activities, or any form of communication designed to influence in any manner a Member of Congress to favor or oppose any legislation or appropriation are unallowable. For non-profit organizations, attempts to influence outcomes of any Federal, State, or local election, referendum, initiative, or similar procedure, through in kind or cash

contributions, endorsements, publicity or similar activity; any attempt to influence: the introduction of Federal or State legislation; or the enactment or modification of any pending Federal of State Legislation; legislative liaison activities, including attendance at legislative sessions or committee hearings, gathering information regarding legislation, and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in unallowable lobbying.

- Meals. Costs of meals for grantee employees or CLG Commission members are not allowed, except as per diem when such persons are on travel status in conjunction with eligible activities (e.g., scholarship to attend the NAPC Forum).
- Mitigation expenses. Cost of mitigation activities performed as a condition or precondition for obtaining a Federal permit or license or funding by other Federal programs are not allowable.
- Museums. Costs of museum exhibits, staff salaries, and other administrative expenses, including maintenance, are unallowable, if they are not directly related to HPF-eligible activities.

Completing the budget

When working on this budget section, it is recommended that applicants begin with large expenses that will be funded by the grant.

After that, enter expenses which will be provided by cash the applicant will provide (if applicable). Then enter in-kind match, for example volunteer labor (be sure to use the value established by the Independent Sector for Iowa), any donated materials, etc.

Remember some costs can be split between the grant and applicant match (for example, if anticipating paying a consultant a total of $10,000 then $8,000 will be funded by the CLG grant and the applicant will provide $2,000 in cash match).

The most important figure on the budget and the one that cannot be changed once your grant is awarded is the amount of the CLG grant.

PART 4

Process and criteria for evaluation of applications and recommending grant awards.

The Review Process

Two different groups evaluate the CLG grant applications: The State Historic Preservation Office professional staff and the members of the State Nomination Review Committee (SNRC).

During the historic preservation professional staff review, applications are checked to make sure they meet federal and state grant requirements (Evaluation Standard 1) and to provide preservation professional comment on how the project meets the other four Evaluation Standards.

SNRC members conducts individual and group reviews. They rank the applications and comment on them in their individual reviews, then meet and discuss the ranking of the applications during their group review. The group review is concluded with a funding recommendation. They can recommend the following:

a. That a proposed project be funded in full.

b. That a proposed project be partially funded.

c. That a proposed project is not funded.

SNRC members provide a funding recommendation to the State Historic Preservation Officer.

The State Historic Preservation Officer makes the grant awards based on the evaluations and recommendations from these groups.

Evaluation Standards

All CLG grant applications are evaluated using the five standards described below:

Standard 1
Compliance with Federal standards and state CLG Grant Program Guidelines

Required: The proposal and project activity conforms to federal standards and state CLG grant program guidelines. Meeting these standards and guidelines means the applicant used the appropriate application form, provided complete information, and had the original signature of the chief elected official. In addition, the application is for a historic preservation project, and the proposed activities comply with the appropriate Secretary of the Interior's Standards and/or State guidelines. The applicant proposes to generate all the required products for that type of project. The budget is complete, and all proposed costs meet federal and state requirements.

Ineligible: If the proposed grant activity does not conform with federal standards or state CLG grant program guidelines, the project includes activities, products or projected costs that are not allowed, information is incomplete or missing, then the project may be disqualified. The project includes activities, products or projected costs that are not appropriate for the proposed project. The applicant incorrectly identified the type of project: e.g., identified as a planning project when it is a registration project. The project will be done without the use of a historic preservation professional. Budget unit rates do not comply with federal or state standards.

Standard 1:			
Exemplary – 5	**Adequate – 3**	**Needs Improvement – 1**	**Deficient/Missing – 0**
Applicant clearly identifies how the project complies with the Federal Standards and CLG Grant Program Guidelines. Applicant provides clear evidence to support their understanding of required products. Reviewer has no questions about the compliance of this project.	Applicant identifies how this project complies with the federal standards and CLG grant program guidelines. Applicant provides some evidence to support their understanding of the required products. Review has some questions about the compliance of this project.	Applicant insufficiently identifies how this project complies with the federal standards and CLG grant program guidelines. Application vaguely describes the required products. Reviewer has many questions, but the project could comply.	Application fails to comply with the Federal Standards or CLG Grant program guidelines. IF 0 is selected this indicates this project is not eligible for funding.

Standard 2

Clearly stated or specific goals that can be realistically attained within the funding period and proposed budget

Desired: There is a clearly stated goal for the project. The scope of work contains the requisite activities and products for achieving the goal and completing the type of project. The commission will use a qualified consultant and has sufficient in-house personnel (commission volunteers, city/county staff, community volunteers) to do the job. The budget is realistic in terms of time and cash allotments for completion of the various project activities. There is sufficient time to do the work.

Not desirable: It is unclear what the project goal is and/or several conflicting goals have been identified. The project includes activities and products that cannot be completed within the proposed time frame. The local match seems insufficient (e.g., not enough volunteers, too few

hours, or too ambitious, expect too much from local volunteers). There is a lack of understanding of what such a project entails as reflected in the activities and schedule in the scope of work. Project personnel will not have the expertise needed to complete the work, or there is not a clear demonstration of in-house paid or volunteer help to complete the project. The project cannot be completed within the stated time frame and/or for the proposed cost.

Standard 2:			
Exemplary – 5	**Adequate – 3**	**Needs Improvement – 1**	**Deficient/Missing – 0**
Applicant clearly describes the proposed scope of work. The timeline is appropriate and realistic for all proposed work elements. Reviewer has confidence that the project has been well planned and will be successfully completed within the proposed timeline.	Applicant describes the proposed scope of work but leaves the reviewer with questions about some of the following: project specifics, how much pre-planning has been done, whether the applicant understands how the project will be implemented, or if the timeline is adequate.	Applicant provides insufficient information about the proposed scope of work. The timeline is not appropriate for the work to be completed in the grant period.	Applicant provides no explanation of how the work proposed will be completed. Reviewer does not have confidence that the project will be successfully implemented or completed within the grant period.

Standard 3
Measurable results or products (number, quality)

Desired: The applicant clearly describes the project impact. Describing how the results or products will help to grow the historic preservation program. Explaining what the required products are and how there will be additional benefits. For example, public meetings in which the consultant will work with the commission and other volunteers from the community.

Applicant makes an effort to publicize the project. The project may provide a model in terms of the way it is organized or the products generated are useful for other CLGs.

Not desirable: The project will not result in the required products and/or schedule suggest insufficient time has been allotted to the project so that the products will not be good ones.

Standard 3:			
Exemplary – 5	**Adequate – 3**	**Needs Improvement – 1**	**Deficient/Missing – 0**
Applicant clearly explains the project outcomes. Reviewer has no question about what the project will produce and how it will be created.	Applicant explains the project outcome. Reviewer has some questions about what the project will produce or how it will be developed.	Applicant provides insufficient information about the project outcome. Reviewer is unclear about what the project will produce and how it will be created.	Applicant provides no information about the project outcome.

Standard 4
Linkage with goals and objectives embodied in state or local preservation plans

Desired: The applicant demonstrates how completion of this project fits into local and/or State goals. For example, the applicant discusses how a planning for preservation project will assist a newly certified community in understanding how they can use their historic preservation program to the benefit of the community and identify some future projects. As another example, the applicant discusses how the proposed survey and evaluation project will contribute to the local and state property inventory, positioning the area for future registration projects and better comprehensive land use planning in that area.

Not desired: The applicant makes no reference to long term local or state preservation goals and objectives. The applicant has not demonstrated an understanding of how this project will further historic preservation objectives in the community (city or county) and or the State.

Standard 4:			
Exemplary – 5	**Adequate – 3**	**Needs Improvement – 1**	**Deficient/Missing – 0**
Applicant clearly explains how this project will further historic preservation. Reviewer fully understands the connection between the preservation plan goals and this project.	Applicant explains how this project will further historic preservation. Reviewer mostly understands the connection between the preservation plan goals and this project.	Applicant poorly describes how this project will further historic preservation. Reviewer somewhat understands the connection between the preservation plan goals and this project.	Applicant does not explain how this project will further historic preservation. Reviewer does not understand the connection between the preservation plan goals and this project.

Standard 5
Ability to complete the project

Desired: The applicant demonstrates through previous CLG grant performance or work on other projects an ability to complete the grant funded project. The applicant shows the community and HPC commitment through involvement of commissioners and public support for the project. Applicant demonstrates local support and involvement for the grant funded project.

Not Desired: The applicant does not address problems that occurred in previous CLG grant or other projects. There appears to be insufficient support by the commission, staff, groups, and individuals. There is no local governmental support or involvement.

Standard 5:			
Exemplary – 5	**Adequate – 3**	**Needs Improvement – 1**	**Deficient/Missing – 0**
Applicant provides evidence of a high level of community interest or involvement. Reviewer feels comfortable with past CLG grant performance, if applicable.	Applicant provides some evidence of community interest or involvement. Reviewer is somewhat comfortable with past CLG grant performance, if applicable.	Applicant provides weak evidence of community interest. Past negative CLG outcomes are not addressed by the applicant, if applicable.	Applicant provides no evidence of local support, interest or involvement with the proposed project. Applicant does not discuss past CLG grant outcomes, if applicable.

How SNRC applies the standards

The standards are applied to the application as a whole. A month before the October SNRC meeting, all SNRC members receive a packet containing the grant applications, staff comment, and a summary of each applicant's CLG grant history. The SNRC members read and evaluate the applications before the October meeting. Each application receives a score based on the rubric above.

Appeals

Applicants may appeal CLG grant award decisions. The appeal should be submitted within 30 days of the notice of the award and directed to the State Historic Preservation Officer. The appeals procedure is outlined in State of Iowa Administrative Code.

- The initial appeal shall be received within 30 days of notification of grant award.
- The written appeal shall contain the following items:
    - Facts of the appeal;
    - Argument in favor of the appeal; and

    - Remedy sought.
- Appeals shall be considered on the grounds that staff or review committee action was:
    - Outside statutory authority.
    - Violated state or federal law.
    - Afforded inadequate public notice.
    - Procedure was altered to the detriment of the applicant without sufficient prior notice.
    - A conflict of interest.
- The Deputy State Preservation Officer will consider, rule on the appeal, and notify the appellant of the decision within 30 days of receipt of the appeal.
- If the decision and remedy is believed insufficient by the appellant, then the appellant may appeal to the State Historic Preservation Officer using the process outlined above. The State Historic Preservation Officer will consider, rule on the appeal, and notify the appellant of the decision within 30 days of receipt of the appeal.
- If the decision and remedy is believed insufficient by the appellant, then the appellant may appeal to the Director of the Economic Development Authority using the process outlined above. The Director of the Economic Development Authority will consider, rule on the appeal, and notify the appellant of the decision within 30 days of receipt of the appeal. The decision of the Director of the Iowa Economic Development Authority shall be final except as provided by Iowa code sections 17A.19 and 17A.20.

APPENDICES

APPENDIX A: CHECKLIST FOR THE COMPLETED APPLICATION

- ☐ **Filled in all the blanks?**
- ☐ **Respond to all the questions?**
  - **Clearly stated the type(s) of project you will be undertaking?**
  - **Clearly stated the type of historic preservation professional who will be hired as a consultant.**
  - **Provide the specific information required for the project you want to do?**
  - **Have you made a convincing case why this historic resource(s) is important? Please do not assume that the grant reviewers will know of the resource or know why it is significant!**
- ☐ **Completed the budget?**
- ☐ **Have you covered the costs for all the activities and required products for your type of project?**
- ☐ **Provided details for each expense:**
  - **Identified the type of expense, e.g., "Consultant Salary".**
  - **Identified the amount of quantity, e.g., "200 Hours".**
  - **Identified the unit rate, e.g., "@ $50.00 per hour".**
- ☐ **Does the requested Federal Grant Amount, i.e., CLG Grant, equal sixty (60) percent of the total project costs?**
- ☐ **Does the Local Match (CLG Amount) equal at least forty (40) percent of the total project costs?**
- ☐ **Please check your math.**
- ☐ **Indicate that you will hire a consultant who meets the Secretary of the Interior's Professional Qualifications?**
- ☐ **Indicated that you have sufficient personnel and volunteers to generate match and complete the project.**

APPENDIX B: SAMPLE CONTRACT

SAMPLE AGREEMENT (CONTRACT)

Please note that grant agreements are signed through a digital format, so final agreement formatting might be different.

IOWA ECONOMIC DEVELOPMENT AUTHORITY

CERTIFIED LOCAL GOVERNMENT PROGRAM GRANT AGREEMENT

Article 1. Grant Information.

Fiscal Year:	{{GRANTS_FISCAL_YEAR}}	**Grant Award:**	{{GRANTS_GRANT_AWARD\# Currency}}
Grant Number:	{{GRANTS_NAME}}	**Final Report Due Date:**	{{GRANTS_FINAL_REPORT_DUE \@ "MM-dd-yyyy"}}
Project Start Date:	{{GRANTS_PROJECT_BEGINNING_DATE \@ "MM-dd-yyyy"}}	**Project End Date:**	{{GRANTS_PROJECT_END_DATE \@ "MM-dd-yyyy"}}
Account Number:	{{GRANTS_ACCOUNTING_CODE}}	**Program:**	{{GRANTS_GRANT_PROGRAM}}
Community Match:	[ ]	**Project Total:**	[ ]
Grantee:	{{GRANTS_NAME_FOR_CHECK}}		
Project Title:	{{GRANTS_PROJECT_TITLE}}		
Project Description:	See Attachment A Scope of Work.		
Funding Source:	[This Grant is a subaward of an award issued by the National Park Service, a bureau of the United States Department of the Interior, to the Iowa State Historic Preservation Office, which exists within the Iowa Economic		

	Development Authority. The amount of this Grant directly supported by federal funds is _____. The amount of this Grant supported by state matching funds to the federal award is _____. By execution of this Agreement, Grantee assures and certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency, and that no Grant funds will be used in transactions with any entity that is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.]

Article 2. Identification of Parties.

This Grant Agreement (the "Agreement") is made between the State Historic Preservation Office, which exists within the Iowa Economic Department Authority, 1963 Bell Avenue, Suite 200, Des Moines, Iowa 50315 ("Authority") and Grantee (each a "Party," and collectively the "Parties"):

Grantee:	{{GRANTS_NAME_FOR_CHECK}}
Grantee Authorized Official:	{{GRANTS_AUTHORIZED_OFFICIAL_NAME}}
Grantee Primary Contact:	{{GRANTS_PRIMARY_CONTACT_NAME}}
Grantee Address:	{{GRANTS_APPLICANT_ADDRESS}} {{GRANTS_APPLICANT_CITY}}, {{GRANTS_APPLICANT_STATE}} {{GRANTS_APPLICANT_ZIP}}

WHEREAS, Authority is interested in broadening the role of local governments in historic preservation through the Certified Local Government program (the "Program"); and

WHEREAS, Grantee has demonstrated its interest in historic preservation by becoming a Certified Local Government and desires to complete the Project.

NOW THEREFORE, Authority and Grantee hereby enter into this Agreement.

Article 3. Grant Funds.

3.1 Funding Source and Maximum Payment. Disbursement of Grant funds ("Grant Funds") is limited to those monies specifically appropriated and legally available to Authority for the funding of Grantee's Project, including the work, services, and budget to be accomplished by Grantee under the Program as described in this Agreement and Attachment A Scope of Work ("SOW") and Attachment B Budget ("Budget"). The Grant Award shall be the maximum amount disbursed by Authority to Grantee for reimbursement of its costs and expenses under this Agreement. This Agreement shall not constitute any obligation or debt of Authority or the State of Iowa.

3.2 Disbursement of Funds. Grantee must submit the Payment Request Form and supporting documentation as required by Authority in the same state fiscal year during which expenses are incurred to request disbursement of Grant Funds. After receipt of the Payment Request Form and supporting documentation as required by Authority, Authority will authorize disbursement of some or all of the Grant Funds on a reimbursement basis only to the extent that Authority determines, in its sole discretion, that Grantee, its affiliates, employees, officers, agents and subcontractors, and the Project strictly complied with the terms of this Agreement. Substantial compliance with the terms of this Agreement does not constitute compliance for the purposes of receiving a reimbursement disbursement. All reimbursement disbursement decisions by Authority are final. Grantee shall be the sole authority to claim and receive any disbursements.

3.3 Disallowed Costs. Grant Funds shall only be applied to costs eligible under provisions stipulated by the National Park Service, United States Department of the Interior, for grants-in-aid. Costs for Project work that does not meet the Secretary of the Interior's applicable Standards for Archeology and Historic Preservation will not be reimbursed under this Agreement. Any costs or expenses which are determined to be unallowable by

Authority shall be returned by Grantee to Authority within thirty (30) days of written notice of the disallowance. Except to the extent barred by law, Grantee retains responsibility for demonstrating eligibility of costs and expenses and will hold Authority harmless for any disallowance related to the eligibility of costs and expenses, including repayment of ineligible amounts.

Article 4. Terms of the Grant.

4.1 Iowa State Historic Preservation Office. The Iowa State Historic Preservation Office, which exists within Authority, administers the Program and the State Historic Preservation Officer is the official authorized to execute this Agreement and any changes in the terms, conditions, or amounts herein.

4.2 Effective Dates. This Agreement shall be in full force and effect from the date of signature by the State Historic Preservation Officer and shall continue in effect until the Project End Date.

4.3 Non-Assignment. Grantee will not assign this Agreement or otherwise transfer any of its rights hereunder or delegate any of its obligations hereunder without the prior written consent of Authority. Any such attempted assignment, transfer or delegation without Authority's prior written consent shall be void.

4.4 Compliance with Law. Grantee, its affiliates, employees, officers, agents, and subcontractors, shall comply with all applicable federal, state, and local laws, rules, ordinances, codes, regulations and orders when performing within the scope of this Agreement.

4.5 Policies, Guidelines and Rules. Grantee, its affiliates, employees, officers, agents, and subcontractors shall abide by and comply with all applicable published policies, procedures, guidelines and rules when performing under this Agreement. These policies, procedures, guidelines and rules include, but are not limited to, State of Iowa Certified

Local Government Grant Guidelines, CLG Grant Local Project Management Guide, Iowa Code, including but not limited to Iowa Code Chapter 15, and Iowa Administrative Code.

4.6 Execution of Project and No Extensions. Grantee shall execute the Project, including use of the Grant Funds and all other fiscal and programmatic activity, as described in this Agreement and the SOW between the Project Start Date and Project End Date. Grantee acknowledges that Authority may, but is under no obligation to, approve extension requests for the Project beyond the Project End Date stated herein.

4.7 Authority Access. Upon written request, Grantee shall provide Authority access to the Project for the purpose of observation, evaluation or to provide appropriate Authority representation.

4.8 Payment to Service Providers. Grantee agrees to pay in a timely manner all providers of goods and/or services when goods are delivered or services rendered in connection with the Project. Grantee shall pay all providers of goods or services on or before the Project End Date.

4.9 Modification. Neither this Agreement nor any documents incorporated by reference herein may be changed, waived, modified, amended or discharged except through a writing executed by both Authority and Grantee. All proposed modifications to the Project, as detailed in the SOW, must be submitted in writing to Authority by Grantee. Authority will consider the proposed modification, including whether Grantee's request is so substantial as to necessitate re-evaluating Authority's decision to provide Grant Funds for the Project. Any proposed modification to the Project or to this Agreement will be denied by Authority if it substantially alters the circumstances under which the Grant was originally approved or if it does not meet requirements set forth in the Program guidelines.

4.10 Change in Law. Notwithstanding Section 4.9 herein, this Agreement is subject to any change in any applicable federal, state or local laws, regulations, rules, orders or policies. Authority may unilaterally modify in writing the Agreement at will in order to accommodate any above-referenced change(s) and deliver such amendment to this Agreement to Grantee. Failure by Authority to notify Grantee of such changes does not

negate Grantee's responsibility to comply with the Agreement as modified and any applicable federal, state or local laws, regulations, rules or policies.

4.11 Project Cancellation. Grantee must submit written notification to Authority if the Project is cancelled. In such an event, Grantee shall return to Authority the full amount of Grant Funds that have been disbursed within thirty (30) days of the written notification and no later than the Final Report Due Date. Notwithstanding the foregoing, if Grantee is unable to fulfill this Agreement by virtue of any act or regulation of any public authority, on account of any rule or order of any military or civil authority, on account of any war or other national or state-declared emergency, or because of riot, epidemic, act of God, or any similar cause beyond Grantee's control, Grantee may, in Authority's sole discretion, be excused from performance of the terms of this Agreement to the extent such performance is prevented. In such an event, Grantee shall promptly return to Authority any unexpended or unobligated Grant Funds.

4.12 Record Retention and Access. Grantee shall maintain its books, documents and records related to the Project, including but not limited to, books, documents and records that sufficiently and properly document Grantee's receipt and use of Grant Funds under this Agreement, for a period of at least three (3) years following the Project End Date or completion of any required audit, whichever is later. Notwithstanding the foregoing, all survey reports, nominations, inventory forms and studies related to the Project shall be retained permanently by Grantee. Grantee shall permit the Auditor of State or any authorized representative of the State of Iowa, at no charge, to access and examine, audit, excerpt and transcribe any pertinent books, documents, or electronic or optically stored and created records or other records relating directly or indirectly to the Project or Grant Award.

4.13 Audit Requirements for Expenditure of Federal Funds. Grantee shall submit a Single Audit Exemption Form to Authority for each fiscal year Grantee expends less than $750,000 in federal funds. Grantee shall submit an audit report to Authority for each fiscal year Grantee expends $750,000 or more in federal funds, or such other amount as may subsequently be set by applicable federal law or rule, in accordance with the Single Audit Act of 1984, as amended in 1996.

4.14 Final Report Requirements. Grantee shall prepare, review, sign and submit a Final Report in form and content specified by Authority along with Grantee's final request for payment by no later than the Final Report Due Date. Grantee shall remit any unspent Grant Funds to Authority within thirty (30) days of the Project End Date. Authority may include Grantee on a list of entities subject to an Authority-wide funding moratorium of no less than one (1) year if the Final Report and/or any unspent Grant Funds are not submitted to Authority by the above-stated deadlines. Authority may also initiate legal proceedings for Grantee's failure to return unspent Grant Funds.

Article 5. Equal Opportunity.

During the performance of this Agreement, Grantee agrees as follows:

(a) Grantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Grantee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Grantee available to and applicants for employment, notices setting forth the provisions of this nondiscrimination clause employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(b) Grantee will, in all solicitations or advertisements for employees placed by or on behalf of Grantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(c) Grantee will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's

essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(d) Grantee will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of Grantee's commitments under this Article 5 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) Grantee will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. Grantee will also comply with all relevant provisions of the Iowa Civil Rights Act of 1965, as amended, Iowa Executive Order #15 of 1973, as amended, and all provisions relevant to fair employment in the rules and regulations of Authority.

(f) Grantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and required by rules, regulations, and orders of the Secretary of Labor and Authority, or pursuant thereto. and will permit access to its books, records, and accounts by Authority and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of Grantee's noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be cancelled, terminated, or suspended in whole or in part and Grantee may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by federal or state law.

(h) Grantor will include the provisions of this Article 5 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor.

Grantee will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that in the event Grantee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, Grantee may request the United States to enter into such litigation to protect the interests of the United States.

Article 6. Intellectual Property.

No material or product 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. Grantee will secure all necessary permissions and licenses to avoid misappropriating or infringing on intellectual property rights of any other party when carrying out the Project. The U.S. Department of the Interior and Authority shall reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish (including in an electronic format), or otherwise use for government purposes, and to authorize others to use, any materials produced in whole or in part under this Agreement.

Article 7. Acknowledgements.

Publication, films, exhibits, and similar works developed as a part of this Agreement shall acknowledge federal aid by including the following statement as part of the title or acknowledgment section with each item produced:

"The activity that is the subject of this project has been financed in part with federal funds from the National Park Service, U.S. Department of the Interior.

> “The views and conclusions contained herein are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government.”

Article 8. Procurement of Professional Services and Equipment.

8.1 Procurement of Services. Grantee shall procure professional services by competitive negotiation or small purchase procedures. This requires solicitations from at least three (3) sources to permit reasonable competition consistent with the nature and requirements of the procurement. Cost reimbursement or fixed-price contracting is required. "Cost-plus-a-percentage-of-cost" contracting is forbidden.

8.2 Standards. Project consultants must meet the minimum professional standards as outlined in the Secretary of the Interior's applicable Standards for Archeology and Historic Preservation.

8.3 Equipment. Grantee must receive prior written permission from Authority and the National Park Service before purchasing any piece of equipment under this Agreement with a value over five thousand dollars ($5,000).

Article 9. Representations and Warranties.

Grantee represents and warrants the following:

(a) Grantee has complied with all federal, state and local laws regarding business permits, licenses, authorizations, approvals or other actions or filings that will be required to complete the Project;
(b) Grantee presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with Grantee's duties and obligations under this Agreement;
(c) No member, director, officer, employee or advisor of Authority has participated in any decisions relating to this Agreement which directly or indirectly affects their interests, or the interests of any member of their immediate families, financially or otherwise; and

(b) This Agreement and other documents and agreements required by this Agreement when delivered hereunder are and will be legal, valid and binding obligations of Grantee enforceable against Grantee in accordance with their respective terms.

Article 10. Indemnification.

10.1 Indemnification by Grantee. Grantee shall indemnify, defend and hold harmless Authority and the State of Iowa, their members, employees, officials, officers, and agents, appointed and elected, paid and unpaid, from and against any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including reasonable value of time spent by the Attorney General's Office, and the costs, expenses and reasonable fees of other counsel retained to represent the State of Iowa or Authority, relating to or arising from any acts or omissions by Grantee, its agents and subcontractors, while performing or attempting to perform under this Agreement, including, but not limited to, breaches of any term or condition of this Agreement, failures to comply with any applicable local, state, federal or international laws, rules and regulations, and any misappropriations or violations of any intellectual property, proprietary or personal rights, such as patents, copyrights, trade secrets, trademarks, trade dress, mask work and utility designs. Grantee's obligations under this Article 10 shall survive termination of this Agreement.

10.2 Defense of Claim. Authority shall control the defense of any claim against Authority. Authority may, at its option, tender the defense to Grantee in which case it shall reasonably cooperate with Grantee to facilitate the defense of any claim against Authority . Even if Authority chooses to tender the defense, Authority reserves the right to participate in such defense and any settlement or other discussions to resolve the claim to the extent Authority, in its sole discretion, determines such participation to be in the best interests of the State of Iowa.

Article 11. Termination.

11.1 Default and Termination for Cause by Notice. The occurrence of any one or more of the following events shall constitute cause for Authority to declare Grantee in default and terminate this Agreement:

(a) Any breach by Grantee of any material term, provision, obligation, representation or warranty of this Agreement, including any statement provided in connection with this Agreement that is false, deceptive, misleading or materially incorrect or incomplete;

(b) Grantee fails to comply with any applicable state or federal laws, rules, ordinances, regulations or orders in connection with the Project and Grantee's performance under this Agreement;

(c) In Authority's sole determination, Grantee is not following cost eligibility requirements as outlined in the Secretary of the Interior's applicable Standards for Archeology and Historic Preservation and Uniform Guidance 2 CFR 200 or

(d) Grantee is engaging in conduct that has or may expose the State of Iowa, Authority or Grantee to liability.

Unless, in the sole discretion of Authority, a default cannot be remedied, Authority shall provide at least thirty (30) days written notice to Grantee requesting that the breach or noncompliance be remedied within the time specified in the written notice. If the breach or noncompliance is not timely remedied, Authority may thereafter terminate the Agreement without additional notice.

11.2 Immediate Termination by Authority. Notwithstanding the above Section 11.1, Authority may terminate this Agreement immediately, without notice, for any of the following reasons:

(a) Grantee, its agent or subcontractor, has committed or engaged in fraud, misappropriation, embezzlement, malfeasance, misfeasance, or otherwise acted in bad faith; or

(b) In Authority's sole determination, Grantee has not made substantial progress toward completion of the Project within one hundred eighty (180) days after the Project Start Date or Grantee fails to complete the Project by the Project End Date; or

(c) Grantee through its actions, or failures to act, including by its agents, employees, and subcontractors, has caused or reasonably could cause, life, health or safety of any persons to be jeopardized; or

(d) Grantee fails to receive any required matching funds and other funds, aside from the Grant, necessary to complete the Project under the terms of this Agreement; or

(e) In Authority's sole discretion, a default cannot be remedied.

11.3 Termination Due to Lack of Funds or Change in Law. Notwithstanding anything in this Agreement to the contrary, Authority shall have the right to terminate this Agreement immediately, without penalty and without advance notice, as a result of any of the following:

(a) The federal funding source or the legislature or governor of the State of Iowa fails to appropriate or award funds sufficient in the sole opinion of Authority to allow Authority either to meet its obligations under this Agreement or to operate as required to fulfill its obligations under this Agreement;

(b) Program funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by Authority to make disbursement hereunder are insufficient or unavailable for any other reason as determined by Authority in its sole discretion;

(c) Authority's authorization to conduct its business or engage in activities or operations related to the subject matter of this Agreement is withdrawn or materially altered or modified, or if Authority's duties, programs or responsibilities are modified or materially altered; or

(d) There is a decision of any court, administrative law judge or an arbitration panel, or any law, rule, regulation or order is enacted, promulgated or issued that materially or adversely affects Authority's ability to fulfill any of its obligations under this Agreement.

11.4 Non-Exclusive Remedy. Authority's right to terminate this Agreement shall be in addition to and not exclusive of other remedies available to it, and Authority shall be entitled to exercise any other rights and pursue any remedies, in law, at equity, or otherwise.

11.5 Effect of Termination. If this Agreement is terminated by Authority pursuant to Sections 11.1 or 11.2 herein, all finished or unfinished portions of the work prepared by or for Grantee under this Agreement shall, at the option of Authority, become Authority's property, and Grantee shall be entitled to receive reasonable compensation from the Certified Local Government Grant for work on the Project which, in the opinion of Authority, was satisfactorily completed. Grantee shall repay the portion of disbursed Grant Funds that Authority determines were received by Grantee without fulfillment of Grantee's obligations hereunder within thirty (30) days of Authority's written request. If this Agreement is terminated by Authority pursuant to Section 11.3 herein, disbursements shall be paid for approved, documented Project costs and expenses incurred by Grantee through the termination date, subject to legally available Grant Funds.

Article 12. General Terms and Provisions.

12.1 Severability. If any provision of this Agreement shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative, or unenforceable to any extent whatever.

12.2 Choice of Law and Forum. This Agreement shall be governed in accordance with the laws of the State of Iowa and any action, including any proceeding of a quasi-judicial or judicial nature, relating to or arising out of this Agreement shall be brought in the Iowa District Court for Polk County or, should the aforementioned court lack jurisdiction, in the United States District Court for the Southern District of Iowa. Nothing in this Agreement shall be construed as waiving any immunity to suit or liability, in state or federal court, which may be available to Authority or its agents, officers, employees, representatives, predecessors, successors, assigns, attorneys, agencies, divisions, departments, commissions, commissioners, boards, board members, and all other persons or entities acting on behalf of the State of Iowa.

12.3 Waivers and Consents. No waiver by Authority of any default hereunder, nor consent to any departure by Grantee from the provisions of this Agreement, shall in any event be

effective unless the same shall be in writing and signed by Authority and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given, and shall not operate as a waiver or consent with respect to any other default or departure or the same default or departure on a future occasion.

12.4 Rights and Remedies. Unless otherwise specifically provided herein, the rights and remedies of any of the Parties hereunder shall not be mutually exclusive, and the exercise of one or more of the provisions hereof shall not preclude the exercise of any other provisions hereof. Each of the Parties acknowledges that damages at law may be an inadequate remedy for breach or threat of breach of any provisions hereof. The respective rights and obligations hereunder shall be enforceable by specific performance, injunction, or other equitable remedy, but nothing herein contained is intended to limit or affect any rights at law or by statute or otherwise of any Party aggrieved as against the other Party for a breach or threat of breach of any provision of this Agreement.

12.5 Limitation of Financial Obligation. It is agreed by Grantee that Authority shall not, under any circumstances, be obligated financially under this Agreement except to disburse Grant Funds according to the terms of the Agreement.

12.6 Enforcement Expenses. Grantee shall pay upon demand any and all reasonable fees and expenses of Authority, including the fees and expenses of Authority's attorneys including, without limitation, the reasonable value of time of the Attorney General's Office, experts and agents, in connection with the enforcement of any of the rights of Authority under this Agreement.

12.7 Obligations Beyond Term. This Agreement shall remain in full force and effect to the Project End Date or until terminated pursuant to Article 11 herein. All obligations of Authority and Grantee incurred or existing under this Agreement as of the date of expiration or termination, including all representations, warranties and indemnifications contained herein, will survive the expiration or termination of this Agreement.

12.8 Final Authority. Authority shall have the final authority to assess whether Grantee has complied with the terms of this Agreement. The decision of Authority shall be final and binding on all issues concerning Grantee's compliance with this Agreement.

12.9 Documents and Sources Incorporated by Reference. The following are hereby incorporated by reference into this Agreement:

- Attachment A Scope of Work.
- Attachment B Budget.
- Secretary of the Interior's Standards for Archeology and Historic Preservation.
- State of Iowa Certified Local Government Grant Guidelines
- CLG Grant Local Project Management Guide

12.10 Order of Priority. In the event of a conflict between documents comprising this Agreement, the following order of priority shall be applied:

First:	Articles 1 through 12 of this Agreement.
Second:	Attachment A Scope of Work.
Third:	Attachment B Budget.
Fourth:	Secretary of the Interior's Standards for Archeology and Historic Preservation.
Fifth:	State of Iowa Certified Local Government Grant Guidelines
Sixth:	CLG Grant Local Project Management Guide

12.11 Independent Entity. Nothing in this Agreement shall be construed as creating or constituting the relationship of a partnership, joint venture, or other association of any kind or agent/principal relationship between the Parties hereto. No Party, unless otherwise specifically provided for herein, has the authority to enter into any agreement or create an

obligation or liability on behalf of, in the name of, or binding upon, another Party to this Agreement.

12.12 Absence of Rights in Third Parties. No provision of this Agreement shall be construed in any manner so as to create any rights in persons or entities that are not a party to this Agreement. The provisions of this Agreement shall be interpreted solely to define specific duties and responsibilities between Grantee and Authority and shall not provide any basis for claims of any other person or entity.

12.13 Subcontracts. None of the work or services required under this Agreement shall be subcontracted by Grantee without prior written approval to subcontract by Authority.

12.14 Public Record and Copyright. Grantee acknowledges that all materials submitted to Authority, including its application, this Agreement, and its Final Report, are public record and subject to the Open Records Law in Iowa Code Chapter 22. Grantee retains any copyright to all submitted material but acknowledges Authority shall use any or all of the material to acknowledge or present the work of Authority or the Program.

12.15 Binding Effect. The covenants and agreements contained herein shall be binding upon, and inure to the benefit of, the heirs, legal representatives, successors and assignees of the respective Parties hereto, except in each case as expressly provided to the contrary in this Agreement.

12.16 Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, and such counterparts shall together constitute one and the same instrument.

12.17 Rules of Construction. Unless the context clearly indicates to the contrary, the following rules apply to the construction of this Agreement:

(a) Words importing the singular number include the plural number and words importing the plural number include the singular number;

(b) Headings or captions used in this Agreement are for convenience of reference and do not constitute a part of this Agreement nor affect its meaning, construction, or effect;

(c) References in this Agreement to a particular "Section," "Article" or other subdivision shall be to such Section, Article or subdivision of this Agreement unless the context shall otherwise require;

(d) References in this Agreement to an "agreement" or "Agreement" shall include all amendments, modifications and supplements to such agreement or Agreement unless the context shall otherwise require; and

(e) When references are made in this Agreement or any of the attachments hereto, it shall mean this Agreement, together with all attachments, as though one document.

12.18 Immunity and Limitation of Liability. Grantee acknowledges and agrees that the State of Iowa, Authority and all of their employees, agents, successors, and assigns, are immune from liability and suit for the activities of Grantee, or any subcontractor, involving third parties arising from the Agreement. Claims against Authority and the State of Iowa are handled according to the provisions in Iowa Code, Chapter 669, and Authority and the State of Iowa are self-insured against all risks and hazards related to this Agreement. No separate fund has been established to provide self-insurance, nor is the State of Iowa or Authority obligated to establish any such fund during the term of this Agreement.

12.19 Notice. Any and all notices, consents, or any other communications provided for herein shall be given in writing by email, by receipted hand delivery, or by Federal Express, courier or other similar and reliable carrier. Notices and other communications required or permitted to be given under this Agreement shall be deemed given and received upon the earlier of actual receipt or: when sent, if sent by email during the recipient's normal business hours, and if not sent during normal business hours, then on the recipient's next business day; personal delivery to the recipient; or, two (2) business days after deposit with an overnight courier or other reliable carrier. From time to time the Parties may change the name and address of a person designated to receive notice. Such change of the

designated person shall be in writing to the other Party and as provided herein. Notices and other communications shall be addressed to each Party as follows:

If to Authority: Iowa Economic Development Authority

Iowa State Historic Preservation Office

Attn.: Certified Local Government Coordinator
1963 Bell Avenue, Suite 200

Des Moines, Iowa 50315

[Email]

If to Grantee: [Grantee Name]

[Primary Contact]

[Grantee Address]

[Grantee Contact Email]

12.20 Time is of the Essence. Time is of the essence with respect to Grantee's performance of its obligations under this Agreement.

12.21 Complete Integration. This Agreement contains the entire understanding between Grantee and Authority and any representations that may have been made before or after the signing of this Agreement, which are not contained herein, are nonbinding, void and of no effect. Neither of the Parties has relied on any such prior representation in entering into this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date on which this Agreement is executed by the State Historic Preservation Officer for Authority.

[GRANTEE NAME]:

By: _____ Date: _____

[GRANTEE AUTHORIZED OFFICIAL, TILE]

IOWA ECONOMIC DEVELOPMENT AUTHORITY:

By: _____ Date: _____

HEATHER GIBB, STATE HISTORIC PRESERVATION OFFICER

APPENDIX C: SAMPLE SCOPE OF WORK (Contract Continued)

ATTACHMENT A

SCOPE OF WORK

A. WORK ELEMENTS

[INSERT PERTINENT DESCRIPTION]

B. PRODUCTS

Authority will furnish the following:

- CLG Grant Project Director's Manual
- Forms for documentation of match

Grantee will produce and distribute the following grant products:

Following receipt of the Notice to Proceed (the "Notice") and executed Agreement, the Local Project Director will complete and submit a progress reporting form to Authority quarterly. The Local Project Director is encouraged to submit these quarterly reports electronically.

Tangible work products include:

{{GRANTS_TANGIBLE_WORK_PRODUCTS}}

C. SCHEDULE: ACTIVITIES AND PRODUCT SUBMISSION

Upon receipt of the Notice and the execution of the Agreement, Grantee may begin work on the Project. Grantee is expected to begin work on the Project within twenty (20) days of receiving the Notice and the copy of the Agreement. The Agreement will end on or before {{GRANTS_PROJECT_END_DATE \@ "MM-dd-yyyy"}}. All work performed under the Agreement will be completed by the last day of the month prior to the contract end date (e.g. by June 30 for a Contract that ends on July 1), and the final bill must be submitted with the Final Report by {{GRANTS_FINAL_REPORT_DUE \@ "MM-dd-yyyy"}}. Early completion of Agreement activities and submission of Agreement products is encouraged.

Tentative Schedule:

{{GRANTS_TENTATIVE_SCHEDULE}}

D. REIMBURSEMENT SCHEDULE

Payments by Authority shall be made upon receipt of the Payment Request Form and supporting documentation, including billing invoices from Grantee that relate expenses being billed to budgeted expenses identified in Attachment B Budget. Each payment request will be audited by Authority to ensure that sufficient progress has been made in support of the invoice. Timely submission of products is essential for reimbursement. Claims must be submitted through the platform designated by the Authority, currently SlideRoom, but subject to change.

The following payment schedule will be used:

Approval of draft products:	Up to 70% of grant
Approval of all products :	Remaining balance of the grant

Adjustments between budget categories are permissible following written consent by Authority pursuant to Section 12.3 of the Agreement.

E. COORDINATION

This Project will be managed by Grantee in cooperation with Authority. Grantee will be represented by a Project Director, and Authority will be represented by its Project Manager, Allison Archambo, State Historic Preservation Office, Iowa Economic Development Authority, 1963 Bell Avenue Suite 200, Des Moines, Iowa 50315 at (515) 348-6287 or Allison.Archambo@iowaeda.com.

Grantee's Project Director will maintain continuous coordination with Authority's Project Manager, during the Contract.

ATTACHMENT B:

ATTACHMENT B

BUDGET

{{GRANTS_CLG_BUDGET}}

APPENDIX D: QUARTERLY REPORT EXAMPLE

CERTIFIED LOCAL GOVERNMENT
QUARTERLY PROGRESS REPORT
Grant Recipient:
Grant #:
Report for the period:
Contact Person:
Daytime Phone Number:
Describe the progress made during this month toward accomplishing the goals of your project. Refer to work elements and products listed in the Exhibit C-contract scope of work.
Is the project currently on schedule? If not, please explain. Describe any significant problems encountered this month which may impede the successful and timely completion of your project.
Submit an electronic copy in ESHPO under the technical assistance tab

Itemized Project Match

Category	***Column 1*** **Match accumulated this month (hours, mileage, etc.)**	***Column 2*** **Value of match accumulated <u>this month</u> (Column 1 x unit cost)**	***Column 3*** **Total match accumulated <u>to date</u> (including this month)**	***Column 4*** **Amount of match committed to per contract (BUDGET)**
A. Volunteer hours	____ hours	$	$	$
B. Staff/other hours	____ hours	$	$	$
C. Mileage	____ miles	$	$	$
D. Room use and rental		$	$	$
E. Contributed Materials		$	$	$
F. Contributed Communication		$	$	$
G. Contributed Services		$	$	$

APPENDIX E: FREQUENTLY ASKED QUESTIONS

How does my government apply for this grant?

We use an online application through SlideRoom.

You must register in advance to use https://iowaartscouncil.slideroom.com/#/permalink/program/83790

If you have questions about the CLG grant application and/or https://iowaartscouncil.slideroom.com/#/permalink/program/83790**, please email historic.preservation@iowaeda.com**

You will need to upload to SlideRoom a **signed** letter from your chief elected official (mayor, chairman of the board of supervisors, or president of the land use district). The letter should state that the chief elected official approves of the grant application and the commitment of match noted on the budget page**. Please be sure to factor that requirement into your grant application process and allow enough time to secure this letter!**

You can submit a draft application for comment. Staff will look at your application and give you feedback for improving it. You can then submit it as a final application by the deadline. **Please note that if you are submitting a Planning for Preservation project, you are required to provide a draft application for review and comment.**

What types of projects are eligible for CLG funding?

Eligible activities include those that involve looking for and establishing the significance of buildings, structures, sites, objects or districts are eligible. In historic preservation language, these activities are described as *identification*, *evaluation* and *registration*. Planning activities are eligible when the focus is on historic preservation.

A planning project could be developing a historic preservation component for a city or county comprehensive plan; or a plan to develop historic contexts and conduct a series of identification-evaluation-registration projects. Planning could involve studying local ordinances and codes, proposing historic preservation-friendly revisions and, ideally, having those revisions implemented by City Council or Board of Supervisors action.

Educational projects that involve historic preservation are eligible. Applying for scholarship monies to send commissioners or staff to the National Alliance of Preservation Commissions'

FORUM, National Alliance of Preservation Commissions' CAMP, National Trust annual conference (Past Forward), National Preservation Institute, National Main Streets Conference etc.; developing videos and brochures for tours of historic properties; developing historic preservation curriculum for elementary or high school classes are examples of educational activities.

Finally, CLG grants can be used for Pre-Development projects. Pre-development projects include doing a structural assessment of a National Register-listed property and developing rehabilitation recommendations; developing maintenance plans for properties; studying adaptive use or alternative uses for a property and making recommendations as to the most appropriate. Generally, these projects focus on a single National Register listed property that is owned by the local government or is accessible to the public. A letter of consent from the property owner is required for the grant application.

For National Register nomination projects, a letter of consent from the property owner is required for the grant application. If you propose to nominate a historic district, please provide documentation (e.g., public notice and meeting minutes) that you have held a public meeting to show there is local support and support among the property owners for the nomination.

What types of projects are not eligible for CLG funding?

CLG grants cannot be used to cover the cost of preparing the grant applications, construction or rehabilitation projects, landscaping, building maintenance, acquisition of property, or the cost of moving properties. CLG grants cannot be used to cover the cost of doing archival research unrelated to historic properties or the cost of workshops, publications, flyers, exhibits that do not directly relate to historic preservation. CLG grants cannot be used for museum projects that do not directly relate to historic preservation.

Can my CLG work with another agency or organization on a CLG grant project?

Yes, and in fact, partnerships are encouraged!

Can my CLG work on a grant project that involves historic properties located outside of the CLG geographical limits?

Yes, if all local governments involved approve the project and if the project meets the CLG Grant program requirements. For example, if a county CLG wanted to do a project within the city limits,

a letter supporting the project from the city council would be required as part of the grant application.

Can my CLG submit more than one grant application during a grant round?

Yes, a CLG community may submit more than one application per grant round. If more than one application is submitted, make sure that the community is prepared to undertake all the projects, if they all receive grant awards! Because of the way SlideRoom is configured, the second application must be submitted under a different email account and user.

How much CLG grant money is available?

Each year approximately $100,000.00 is available.

How much money can I request in my grant application?

There is no cap for grant projects but please use common sense in making your requests. For example, a request for $25,000 would mean that one CLG would be receiving a quarter of the CLG grant allocation. Unless the project was extremely compelling, it is unlikely that $25,000 or more would be awarded.

How do I determine how much money to request?

This is an important question as recently several projects have been underfunded making it difficult for the CLG to complete the work for money available. We **strongly recommend** that you first develop the scope of work for your project and contact several **qualified** consultants to help you determine costs. Once you are awarded the grant, you will have to live with that dollar amount and complete the project. It is important to determine up front what the true cost of your project will be.

If you skip this step, you may not ask for enough money to accomplish your project, and you'll have to forfeit the grant funds.

Who serves as the fiscal agent for the project?

The grant is awarded to the local government. Typically, the city clerk or county auditor serves as the fiscal agent for the grant. That person is responsible for issuing payment to the consultant

and paying other bills associated with the project. That same person will receive the reimbursement check from the state (typically at the conclusion of the project) and deposit it in the local government's account.

What is meant by a cost reimbursement?

Cost reimbursable means that the grant funds can only be used to reimburse the grant recipient for actual expenditures after the grant recipient has paid for that expense. After a grant has been awarded, the grant recipient completes the grant project, pays the consultant and any other expenses associated with the project. The grant recipient then submits a request for reimbursement to the State. The State will reimburse the grant recipient for grant project costs when it has reviewed and approved the documentation that supports the expenditures. This means that the local government may have to carry the cost of the project for a period between the time it pays the grant project bills and the time it is reimbursed by the State.

What is a matching grant?

The grant recipient must provide a matching share with the grant. In other words, the CLG shares in the cost of the project by contributing a share (match) of project costs. The CLG share of costs can consist of cash, in-kind match or a combination of the two.

CLG grants have a 60:40 match ratio. This means that the CLG grant will cover 60% of the total project costs, and the CLG will provide 40% of the total project cost as match. For example, if the total cost for a project is $1,000, then the CLG requests a grant of $600 and provides a match of $400. The $400 may be all cash, all in-kind match or a combination of the two.

What are examples of in-kind match?

In-kind match is a contribution for which you do not have an invoice and for which no check is cut. These can include donated labor, materials, and use of facilities or services. Iowa allows CLGs to claim as match in-kind services and goods such as supplies, photography, photocopying, office rent, clerical support.

How is a value placed on in-kind match?

In-kind labor costs must be documented in terms of hours and given a value per hour. For most volunteers, their time is valued using the hourly volunteer rate established by the Independent

Sector. To determine **the most recent value for Iowa**, please go to: http://www.independentsector.org/volunteer_time

Volunteers performing services within their profession may evaluate their donated time at the maximum rate allowed for professionals. For example, if a professional photographer contributes 10 hours of her time taking photographs for a National Register nomination and their professional rate is $60 an hour, the value of this in-kind labor would be $600.

Local government staff who spend time working on the project can complete a timesheet and use the hourly value of their time plus the cost of their benefits as a cash match.

When a CLG chooses to count these supplies or services as match, documentation is required.

Can CLG grants be used on projects where there is other federal involvement?

These grants can be matched using federal Community Development Block Grants (CDBG), and under certain circumstances Transportation Equity Act-21 (TEA-21) Enhancement funds. CLG grants cannot be matched with grants from the National Endowment for the Humanities, National Science Foundation, and National Endowment for the Arts.

Certified Local Government grants cannot be used for Section 106 (projects which are federally assisted, licensed, or permitted) compliance.

Are there any parts of the application process that might take more time than I would expect?

Yes. Check with your city clerk or county auditor to find out how much lead time is required to place the grant application on your city council or board of supervisor agenda. Do not underestimate the lead time required in getting this approval of your local government and the signed letter from your Chief Elected Official (mayor, chair of the board of supervisors or president of the land use district).

For National Register nominations, if you propose to nominate an individual property to the National Register, please provide a letter from the owner stating that they give permission for the nomination.

If you propose to nominate a historic district, please provide documentation (e.g., public notice and meeting minutes) that you have held a public meeting to show there is local support and support among the property owners for the nomination.

Can I get help in preparing the grant application?

Yes!

- You are **strongly** encouraged to contact the State Historic Preservation Office with questions. Please contact historic.preservation@iowaeda.com to request help with your grant application.
- Submit a draft application for staff review and comment. If you are submitting a Planning for Preservation project, you are required to provide a draft application for review and comment.
- Email historic.preservation@iowaeda.com to find out which CLGs have done similar projects, so you may contact them and ask for their advice. You may also request a copy of a funded grant application for a similar project.
- Contact preservation professionals who work as consultants on grant projects. You may hire a consultant to prepare the application. However, be advised that grant money cannot be used to reimburse the consultant for preparation of the application, nor can the CLG promise to hire the consultant to work on the project if the grant is awarded.
- Most CLG cities and counties belong to a Council of Governments (COG) or Regional Planning Commission (RPC). These agencies often provide grant-writing services.

When will we find out if we are awarded a grant?

Applicants will be notified approximately 8-12 weeks following the close of the grant application.

When can work on the project begin?

Work can begin when the CLG receives the Notice to Proceed, and a Grant in Aid Agreement (aka Contract) has been signed by the State and the Chief Elected Official of the CLG. Costs incurred prior to this will not qualify as grant related expenses and will not be reimbursed or counted as match.

Who can serve *as a consultant for a project funded with a CLG grant?*

All consultants (architects, architectural historians, historians, or other professionals) must meet the Secretary of the Interior's Professional Qualifications. CLG grant awardees are required to send Requests for Proposals (RFP) to a minimum of three qualified consultants. Selection can be based on locally determined criteria, e.g., a mixture of experience and qualifications. Typically, the dollar value of the project has already been determined so consultants are competing on technical merit, rather than cost.

What are my reporting requirements?

CLG grant awardees are required to submit quarterly progress reports on their grant projects. The report form is available in electronic format. It asks for a summary of grant project activities that were completed during the quarter and a summary of grant monies expended and match that was generated. The report helps the CLG, and the State track the progress of the project and provides an early alert system if problems develop. Reports may now be submitted through ESHPO under the technical assistance option.

When are grant funds transferred to the CLG?

The local government must have enough money "up-front" to be able to carry the project (including paying for consultants and other project costs) until it gets reimbursed by the State.

After the draft grant products have been reviewed and approved by the State, the local government may request reimbursement of 70% of the grant award. The CLG must first pay the project costs. Then the CLG submits a request for reimbursement documenting their payment and sufficient cash and/or in-kind match to support payment.

At the end and close of the project, the CLG can request reimbursement on the remaining balance, 30% of the grant award.

Most grant recipients elect to submit one request for reimbursement at the end of the project.

Who are the key players in the CLG grant process?

- **Financial Officer:** Typically, this is the City Clerk or the County Auditor who serves as the local government's fiscal agent. The Clerk or Auditor manages the CLG grant budget, oversees expenditures, ensures that accounting meets Federal and State standards, and coordinates with the Project Director in preparation and submission of requests for reimbursement for CLG grant expenditures.
- **Consultant:** Typically, this is a professionally-trained archaeologist, historian, architectural historian, or historical architect who meets the Secretary of the Interior's Professional Qualification Standards and is hired by a CLG to work on a CLG grant project. The consultant serves as the principal investigator for the project, works directly with the CLG, and channels all communication to the State through the CLG project director.

- **Local Project Director:** A historic preservation commissioner, paid City/County staff member, or volunteer who works with the consultant in administering and directing the project. The project director reports quarterly to the State Project Manager and to the Historic Preservation Commission on the status of the project.
- **State Project Manager:** the professional staff of the Iowa Historic Preservation Office serve as the project managers or advisors for each of the funded grant projects. The staff project manager represents the State in the administration of the awarded grant projects; serves as the primary point of contact with the Local Project Director and consultants; answers questions, provides technical information on the project, reviews and comments on grant products.
- **CLG Coordinator:** In the Iowa Historic Preservation Office represents the State in the general administration of the awarded grant projects, answers questions relating to general grant administration. To contact, email historic.preservation@iowaeda.com.

Typically, what are the consultant's responsibilities?

- Provide professional expertise and guidance.
- Provide and lead training and project related work sessions.
- Provide guidance for conducting specific project activities such as research and recordation or inventory development and maintenance.
- Serve as a consultant and provide expertise in public meetings.
- Present and explain project results to the commission.
- Provide handouts and assistance for locating reference materials.
- Conduct some research, collate the results of volunteer recordation and research efforts.
- Guide volunteers in completion of forms and paperwork.
- Serve as primary speaker or trainer in educational sessions.
- Work with volunteers to develop educational materials, media presentations, or publications.
- Conduct pre-development studies and prepare specifications and plans.
- Guide volunteers who are assisting in production of draft and final reports.
- Prepare the draft and final project reports.
- Complete the HADB form.

What happens if we cannot finish our project?

Your State Project Manager will work with you to avoid this scenario. Grant projects can be amended after the award is made if the amendment(s) does not substantially change the original type of project. In other words, a survey and evaluation project could not be changed to a public education or planning project.

What happens if we do not spend all the grant award or if we do not have enough match?

You will only be reimbursed for the grant award that you can prove that you spent. If you have a significant shortfall in the match required, your CLG grant award will be reduced since its size is contingent on the amount of local cash and in-kind match that you are able to provide.