

Item # 8B
Nev: Date: 9/9/24

RESOLUTION NO. 023 (2024/2025)

**A RESOLUTION APPROVING NEVADA HISTORICAL
SOCIETY AGREEMENT**

WHEREAS, the City of Nevada, Iowa desires to enter into an agreement with the Nevada Historical Society;

WHEREAS, the Nevada Historical Society serves an important public purpose and offers historical programs and access to the collection of historical buildings;

WHEREAS, the City of Nevada has provided and would like to continue to support the initiatives of the Historical Society;

WHEREAS, the City of Nevada desires to enter into the attached Historical Society Agreement;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Nevada, Story, County, Iowa, does hereby approve the Historical Society Agreement for the continued fiscal support to the historic preservation initiatives of the Nevada Historical Society. The Mayor is hereby authorized to execute the agreement on behalf of the City.

PASSED AND APPROVED this 9th day of September, 2024.

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

HISTORICAL SOCIETY AGREEMENT

This Agreement is entered into between the City of Nevada, Iowa (the "City") and the Nevada Community Historical Society (the "Historical Society") as of the 20th day of August, 2024 (Commencement Date").

WHEREAS, the Historical Society serves an important role in protecting and preserving significant historical and cultural resources of the City of Nevada; and

WHEREAS, it serves an important public purpose for the Historical Society to continue offering historical programs and access to the collection of exceptional historical buildings to educate the public regarding the City's history; and

WHEREAS, the City has provided, and intends to continue providing, fiscal support to the historic preservation initiatives of the Historical Society; and

WHEREAS, this Agreement has been prepared to facilitate the City's financial support for the Historical Society and to further set forth the rights and responsibilities of the parties;

NOW THEREFORE, the parties hereto agree as follows:

A. Historical Society's Covenants

1. The Historical Society agrees to use its best efforts to carry out initiatives, activities and projects to protect and preserve the historical and cultural resources of the City of Nevada, and to promote the educational, cultural, economic and general welfare of the public through recognition, enhancement and perpetuation of sites and districts of historical and cultural significance.

2. The Historical Society agrees to use its best efforts to protect and enhance the City's attractions to tourists and visitors and foster pride in the legacy and achievements of the past.

3. The Historical Society agrees to provide one board seat on its Board of Directors to the City, to be held by the City Administrator, or their designee.

4. From time to time, upon request by the City Council, a representative of the Historical Society will attend a City Council meeting and provide a report detailing the activities and initiatives undertaken, including an accounting of expenditures of funds on Historical Society activities and initiatives therein. The Historical Society hereby acknowledges that failure to comply with the reporting requirements set forth herein will give the City the right to withhold payments.

5. The Historical Society agrees to maintain an accurate record of all memberships purchased and the level of annual membership for each participant. By no later than June 1 of each year, commencing June 1, 2025, the Historical Society shall submit an investment report (the "Annual Investment Report") to the City detailing the identities of the then-current

members, the level of membership, —and the aggregate amount (the “Annual Total Contributions”) of all contributions received by the Historical Society in the preceding twelve months. The Historical Society hereby acknowledges that failure to demonstrate full, ongoing compliance with the required reporting in the Annual Investment Report will give the City the right to withhold the Matching Payments, as hereinafter defined.

B. City’s Obligations

1. The City agrees to make annual payments to the Historical Society as contributions to its annual operations. Each year, the City assuming full compliance with the required Annual Investment Report provisions set forth in Section A.5 above, each year shall make a payment (the “Matching Payment”), to be funded from local option sales and services tax receipts of the City, matching the Annual Total Contributions reported by the Historical Society in the most recent Annual Investment Report, provided however no single Matching Payment shall exceed \$5,000 and that all payments under the agreement shall be subject to annual appropriation by the City Council.

The Matching Payments will be made on July 1 of each fiscal year, beginning on July 1, 2025 and continuing to and including July 1, 2029.

Prior to the adoption of a budget for any particular fiscal year during the term of this Agreement, the City Council of the City shall consider the question of obligating for appropriation to the funding of the Matching Payment due in the following fiscal year, an amount of local option sales and services tax revenues to be collected in the following fiscal year equal to or less than \$5,000. The City shall then include the amount so-appropriated in the budget for the next succeeding fiscal year.

C. Administrative Provisions

1. This Agreement may not be amended or assigned by either party without the express permission of the other party

2. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

3. The term (the “Term”) of this Agreement shall commence on the Commencement Date and shall end on July 1, 2029.

4. This Agreement shall be deemed to be a contract made under the laws of the State of Iowa and for all purposes shall be governed by and construed in accordance with laws of the State of Iowa.

The City and the Historical Society have caused this Agreement to be signed in their names and on their behalf by their duly authorized officers, all as of the day and date written above.

CITY OF NEVADA, IOWA

By: _____
Mayor

Attest:

City Clerk

NEVADA COMMUNITY HISTORICAL
SOCIETY

By: Marlys R. Swanson - Brehm
Marlys R. Swanson - Brehm
Secretary - Nevada Community
Historical Society

