

RESOLUTION NO. 1507

RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE NATIONAL PARK SERVICE – HERBERT HOOVER NATIONAL HISTORIC SITE, THE CITY OF WEST BRANCH, IOWA AND THE WEST BRANCH, IOWA COMMUNITY SCHOOL DISTRICT FOR SHARED MAINTENANCE OF TRACTS 2 AND 3 OF THE PEDESTRIAN BRIDGE AND TRAIL, GENERALLY LOCATED SOUTH OF MAIN STREET BETWEEN WEST BRANCH FORD AND THE DRIVEWAY OF 827 W. MAIN STREET

WHEREAS, the City Council of the City of West Branch, the Board of Directors of the West Branch Community School District, and the Superintendent of the National Park Service – Herbert Hoover National Historic Site have all heretofore deemed it necessary and desirable to share maintenance for Tracts #2 and 3 of the pedestrian bridge and trail, generally located south of Main Street between West Branch Ford and the driveway of 827 W. Main Street; and

WHEREAS, it is now necessary for the City, School and National Park Service to enter into a Memorandum of Understanding to outline the obligations and responsibilities of each party as it pertains to the maintenance of Tracts #2 and 3 of the pedestrian bridge and trail.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa, that the aforementioned Memorandum of Understanding is hereby approved. Further, the Mayor is directed to execute the Memorandum of Understanding on behalf of the City.

Passed and approved this 1st day of August, 2016.


Roger Laughlin, Mayor

ATTEST:


Matt Muckler, City Administrator/Clerk

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
NATIONAL PARK SERVICE – HERBERT HOOVER NATIONAL HISTORIC SITE

THE CITY OF WEST BRANCH, IOWA

AND

THE WEST BRANCH, IOWA COMMUNITY SCHOOL DISTRICT

This Memorandum of Understanding made and entered into by and between the City of West Branch, the West Branch Community School District, hereinafter referred to as "the city" and "the district", and Herbert Hoover National Historic Site, as a unit of the National Park Service, within the United States Department of the Interior, hereinafter referred to as "the park", becomes effective as of the last date of the signatures.

Article I – BACKGROUND AND OBJECTIVES

WHEREAS: Title 16, United States Code, §§1-3 and National Park Service Director's Order 20 authorizes the National Park Service to enter into agreements to facilitate park operations.

WHEREAS: The National Park Service owns the properties referred to as tract 2 & tract 3, which includes a pedestrian bridge and trail.

WHEREAS: The pedestrian bridge and trail are now and continually have been used by students and residents of West Branch, IA as a portion of the "safe school route" providing primary pedestrian traffic access to and from the West Branch High School.

WHEREAS: The pedestrian bridge and trail are now and continually have been used by residents and visitors to the City as a recreational walking and biking path.

WHEREAS: The City of West Branch has an easement for the purpose of maintenance of water lines, pipes, mains and conduits through the above-mentioned properties, and also has a right of way that includes the right of ingress and egress thereto, including all the area located within five feet to either side of the line, as recorded in the Cedar County Recorder Book 30, Pages 208 & 209 on August 19, 1981.

WHEREAS: The District is responsible to help ensure a safe route to school for district students.

WHEREAS: The Superintendent has responsibility to maintain, inspect and repair the bridge and trail located within tracts 2 & 3 as assets of the National Park Service.

NOW THEREFORE, in consideration of these premises and mutual covenants, the parties agree as follows:

Article II – STATEMENT OF UNDERSTANDING

- A. The City of West Branch agrees to be responsible for seeding, fertilizing, mowing, and trimming grass in the designated areas in the same manner and schedule as the city maintains its other areas. The city will assume all associated cost with this responsibility.
- B. The West Branch Community School District agrees to remove or stockpile all snow and ice from the walking trail, and cause all remaining surface ice to be treated with salt, sand or similar abrasive material in the same manner and same schedule as the District maintains its surrounding property. The district will assume all associated costs with this responsibility.
 - a. This is exclusive of the Pedestrian Trail Bridge, for which the park will retain responsibility for the clearing of snow and ice from.
- C. The park agrees to maintain, inspect and repair the park owned trail and trail-bridge within tracts 2 & 3 in good working order in the same manner the park maintains its other structures and property. The park will continue to assume all associated costs with this responsibility.
- D. All parties agree to:
 - 1. Meet on an annual basis to review this agreement.
 - 2. That no separate legal entity shall be established. However, the City Administrator, School District Superintendent and Park Superintendent acting together shall have authority to make day-to-day decisions to facilitate the provisions of this Agreement, subject to directions, policies, and actions which the City Council, School District Board of Directors and National Park Service may adopt.

Article III - TERM OF AGREEMENT

- A. This memorandum will remain in effect for a period of five (5) years, unless terminated earlier pursuant to Article VIII.

Article IV - KEY OFFICIALS

- A. City of West Branch
Mr. Matt Muckler, City Administrator
110 N. Poplar Street
PO Box 218
West Branch, Iowa 52358

- B. West Branch Community School District
Mr. Kevin Hatfield, Superintendent
148 N. Oliphant Street
West Branch, Iowa 52358

- C. National Park Service – Herbert Hoover National Historic Site
Mr. Peter S. Swisher, Superintendent
110 Parkside Drive
PO Box 607
West Branch, Iowa 52358

Each party agrees to notify the other in a timely manner in case of a change in key officials.

Article V – PROPERTY UTILIZATION

Not applicable.

Article VI – PRIOR APPROVAL, IF APPLICABLE

Not applicable.

Article VII – REPORTS AND/OR DELIVERABLES, IF APPLICABLE

Not applicable.

Article VIII – TERMINATION

- A. Any party to this agreement may terminate the agreement by providing sixty (60) days written notice to the other party.

Article IX – INDEMNIFICATION

- A. The United States of America shall be liable for the negligent acts or omissions of its employees, acting within the course and scope of their duties or employment, arising out of the activities of the execution of this agreement, in accordance with the Federal Tort Claims Act, 28 U.S.C. SS 1346, 2671-80.

Article X – STANDARD CLAUSES

- A. **Civil Rights**
During the performance of this agreement, the participants agree to abide by the terms of Executive Order 11246 on non-discrimination and will not discriminate against any person because of race, color, religion, sex, or national origin.
- B. **Officials Not to Benefit**
No member or delegate to Congress, or resident Commissioner, shall be admitted to any share or part of this agreement, or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.
- C. **Promotions**
The city and the district shall not publicize, or other wise circulate, promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts, or other publications) which states or implies Governmental, Departmental, Bureau, or Government employee endorsement of a product, service or position which the city and/or the district represents. No release of information relating to this agreement may state or imply that the Government approves of the city and/or the district's work product, or considers it superior to other products or services.
- D. **Public Information Release**
The city and/or the district must obtain prior Government approval from the Superintendent of Herbert Hoover National Historic Site for any public information releases which refer to the Department of the Interior, any bureau, park unit, or employee (by name or title), or this agreement. The specific text, layout, photographs, etc., of the proposed release must be submitted with the request for approval.
- E. **Nothing contained in this Agreement shall be construed as binding the National Park Service to expend in any one fiscal year any sum in excess of appropriations made by Congress, and available for the purposes of this Agreement for that fiscal year, or as involving the United States in any contract or other obligation for the further expenditure of money in excess of such appropriations.**

IN WITNESS WHEREOF, the National Park Service, the City of West Branch and the West Branch Community School District have executed this Memorandum of Understanding on the dates herein below written.

8-1-16
Date

Boggs Laughlin
Mayor
CITY OF WEST BRANCH

8-24-2016
Date

Michael A.
Board President
WEST BRANCH COMMUNITY SCHOOL DISTRICT

8-1-16
Date

Pete Jewish
Superintendent
HERBERT HOOVER NATIONAL HISTORIC SITE

