

RESOLUTION NO. 1351

RESOLUTION APPROVING TWO PARTNERSHIP AGREEMENTS BETWEEN
THE CITY OF WEST BRANCH AND THE HERBERT HOOVER NATIONAL
HISTORIC SITE

WHEREAS, it is in the best interest of the City of West Branch and the National Park Service to have partnership agreements for the purpose of developing a multi-cultural, dynamic performing and cultural arts agenda that will bolster public programs and educational experiences offered jointly by the National Park Service and the City of West Branch at the Herbert Hoover National Historic Site; and

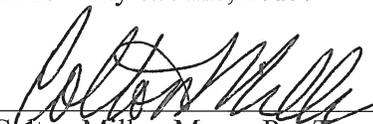
WHEREAS, this collaboration will initially focus on two primary annual events, the Music on the Village Green and the Hoover's Hometown Days Celebration; and

WHEREAS, the City Council finds it in the best interest of the residents of West Branch to approve a Memorandum of Agreement and a Cooperative Agreement between the City of West Branch and the United States Department of Interior, National Park Service, Herbert Hoover National Historic Site; and

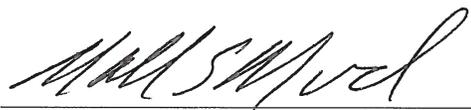
WHEREAS, it is now necessary to approve said agreements.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa, that the aforementioned agreements are hereby approved. Further, the Mayor Pro Tem is directed to execute the agreement on behalf of the City.

Passed and approved this 29th day of June, 2015.


Colton Miller, Mayor Pro Tem

ATTEST:


Matt Muckler, City Administrator/Clerk

Memorandum of Agreement

Between the

THE UNITED STATES DEPARTMENT OF INTERIOR
NATIONAL PARK SERVICE
HERBERT HOOVER NATIONAL HISTORIC SITE

And

THE CITY OF WEST BRANCH, IOWA

This Agreement is entered into by and between the National Park Service (hereinafter "NPS), acting through the Superintendent of Herbert Hoover National Historic Site and the City of West Branch, acting through the Mayor of West Branch.

ARTICLE I – BACKGROUND AND OBJECTIVES

The objective of this Agreement is to bolster public programs and educational experiences offered at Herbert Hoover National Historic Site.

Recognizing the value of a National Park Service unit and the city's role as a gateway community to the Herbert Hoover National Historic Site, the City of West Branch, seeks to support the public programming offered at the park through this Agreement.

The public will be a direct beneficiary of every aspect of this Agreement as all programs of the Agreement are open and provided for their education, enjoyment, and understanding,

Under this Agreement, the park will promote additional period appropriate interpretive services which serve as a primary transformative opportunity for children learning about Herbert Hoover. Additionally, new interpretive programs will be available to the public to further understand the heritage of the West Branch community.

ARTICLE II – AUTHORITY

This Agreement is entered into under the authority of:

WHEREAS, the National Park Service Organic Act of August 25, 1916 (16 U.S.C. 1-4, 39 Stat. 535) as amended and supplemented, gives the National Park Service stewardship over the National Park system and enjoins it “to conserve the scenery and natural and historic objects and the wildlife therein and to provide for the enjoyment of the same in such manner and by such means as will leave them unimpaired for the enjoyment of future generations;”

WHEREAS, the act of August 12, 1965, through Public Law 89-119 (79 Stat. 510) authorized the establishment of Herbert Hoover National Historic Site to “preserve in public ownership historically significant properties associated with the life of Herbert Hoover.”

WHEREAS, Directors Order 21, Section 2.1 Authority for NPS to Accept Donations provides for the acceptance of “gifts” and refers to something of value (cash or in-kind goods or services) received from an outside source without consideration or an exchange of value. Section 6.2 Use of Donations. Donations may be used to fund or otherwise support any NPS activity for which appropriated funds could normally be used, including donations for employee salaries directly to the NPS (not to the employee) to fund salaries of Term or temporary NPS employees. WHEREAS, the Herbert Hoover National Historic Site General Management Plan establishes the park purpose to “commemorate and interpret the life, career, and accomplishments of Herbert Hoover in cooperation with other organizations.”

ARTICLE III – STATEMENT OF WORK

- A. The NPS agrees to:
1. Through the goals established in Attachment A – Annual Work Plan, expand interpretive services offered at the park and in the City of West Branch for residents and visitors alike, to further the understanding and enjoyment of the park, its heritage, and of the National Park Service.
 2. Provide to the City of West Branch a written report regarding how funding made possible through this Agreement was used to demonstrate the value received.
- B. The City agrees to:
1. Make as a part of the City of West Branch’s annual budget cycle funding for the National Park Service to be used in the expansion of both formal public programming and supplemental blacksmithing demonstrations.
 2. Meet with the National Park Service annually to discuss and prioritize mutually agreeable work plans.

ARTICLE IV – TERM OF AGREEMENT

The Agreement will become effective October 1, 2015 for one (1) year, unless terminated earlier by one of the parties pursuant to Article V. This same Agreement may be extended for an additional four (4) years with written consent by both parties.

ARTICLE V – TERMINATION OF AGREEMENT

This Agreement may be terminated by either party by providing the other with a minimum sixty (60) days-notice in writing.

ARTICLE VI – KEY OFFICIALS

A. Key officials are essential to ensure maximum coordination and communications between the parties and the work being performed. They are:

1. **For the City of West Branch:**

Matt Muckler, City Administrator
City of West Branch
110 North Poplar Street; PO Box 218
West Branch, Iowa 52358
(319) 643-5888
(319) 643-2305
Matt@westbranchiowa.org

Subsidiary Key Official:
Dawn Brandt, Deputy City Clerk

2. **For the NPS:**

Peter S. Swisher, Superintendent
Herbert Hoover National Historic Site
110 Parkside Drive, PO Box 607
West Branch, Iowa 52358
(319) 643-2541
(319) 643-7863
pete_swisher@nps.gov

Subsidiary Key Official:
Amber Revis, Administrative Officer

B. **Communications.** Communication regarding this Agreement shall be made to and between the Key Officials or their subsidiaries.

C. **Changes in Key Officials.** Both the NPS and City will make written notice to the other party reasonably in advance of any proposed change to the Key Officials of this Agreement.

ARTICLE VII – AWARD AND PAYMENT

- A. The City will provide funding to the NPS in an amount specified in the Annual Work Plan, determined and approved by the City of West Branch – City Council, through their annual budgeting process.
1. The City of West Branch operates on a July 1 through June 30 fiscal year, therefore this amount will be determined at this time;
 2. The NPS operates on the Federal fiscal year cycle beginning October 1 through September 30 therefore the funds provided would be expended during this period.
- B. Available funds provided by the City will be in the form of a check made to the National Park Service as a donation. Upon receipt, donated funds become Federal funds and therefore subject to applicable rules and regulations.

ARTICLE VIII – INSURANCE AND LIABILITY

Any employees hired by the National Park Service as a result of this Agreement are the responsibility of the NPS. The National Park Service is responsible for its employees and agrees no liability is conferred to the City of West Branch for NPS employees acting within their scope of employment.

ARTICLE IX – REPORTS AND/OR DELIVERABLES

The National Park Service may provide at the City of West Branch’s request, a detailed written report at the conclusion of the fund expenditure to document how the funds were used.

ARTICLE X – PROPERTY UTILIZATION

This Agreement does not constitute any authorization for the use of property owned by either entity for any purpose. Any such arrangement would have to be requested and approved through other appropriate arrangements.

Intellectual Property: As used herein, “Intellectual Property” means with respect to a party, all trademarks, service marks and corporate and brand identification and indicia, including without limitation word marks, logos and other picture marks, video and audio recordings, phrases, composite marks, institutional images, look and feel, images of such party’s employees, taglines, and web content, in each case, to the extent owned by such party, whether or not such property is trademarked or registered.

1. Neither party to this Agreement shall use any Intellectual Property (as herein described) of the other party for any purpose (including, without limitation, for collateral marketing, outreach,

advertising, or as trade names or internet domain names) without the prior written consent of such other party, which consent may be withheld in such other party's sole discretion. All uses by one party of the other party's Intellectual Property shall be in accordance with any requirements and/or quality control standards (including, without limitation copyright and trademark notices) on which the consenting party may condition such consent or may promulgate from time to time by notice to the other party. A party retains all rights with respect to its Intellectual Property that are not specifically granted to the other party. Each party may, in its sole discretion, withdraw its consent to any use of its Intellectual Property by the other party on five (5) business days notice to such other party. Each party retains the right to concurrently use, and license others to use, its Intellectual Property anywhere in connection with any purpose.

2. Each party agrees that it shall not acquire and shall not claim rights in or title to any Intellectual Property of the other party.
3. Upon the termination of this Agreement all Intellectual Property of the Partner shall, to the extent such Intellectual Property are owned by the Partner and are transferable, shall become the property of NPS.

ARTICLE XI – PUBLIC INFORMATION

Information pertaining to news events, press releases, or other public announcements related to this Agreement will be approved by both parties prior to commencement.

ARTICLE XII – General Provisions:

- A. Non-Discrimination: All activities pursuant to or in association with this Agreement shall be conducted without discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex, as well as in compliance with the requirements of any applicable federal laws, regulations, or policies prohibiting such discrimination.
- B. NPS Appropriations: Pursuant to 31 U.S.C. § 1341, nothing contained in this Agreement shall be construed to obligate NPS, the Department, or the United States of America to any current or future expenditure of funds in advance of the availability of appropriations from Congress and their administrative allocation for the purposes of this Agreement, nor does this Agreement obligate NPS, the Department, or the United States of America to spend funds on any particular project or purpose, even if funds are available.
- C. Member of Congress: Pursuant to 41 U.S.C. § 22, no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.

- D. Lobbying with Appropriated Money: The Partner will not undertake activities, including lobbying for proposed Partner or NPS projects or programs, that seek to either (1) alter the appropriation of funds included in the President's budget request to Congress for the Department of the Interior or another federal agency that holds funds for the sole benefit of the NPS under Congressionally authorized programs, including the Federal Lands Highway Program; or (2) alter the allocation of such appropriated funds by NPS or another Federal agency. Nothing in this paragraph is intended to preclude the Partner from applying for and obtaining a competitive or non-competitive grant of Federal financial assistance from a Federal agency, or from undertaking otherwise lawful activities with respect to any Partner or NPS activity, project or program included in the President's budget request to Congress. Nothing in this paragraph should be construed as NPS requesting, authorizing or supporting advocacy by nonfederal entities before Congress or any other government official. Except as provided herein and in applicable laws, nothing in this paragraph shall be construed to curtail the Partner's ability to interact with elected officials.
- E. Drug Free Workplace Act: The Partners certify that comprehensive actions will be taken to ensure the workplace is drug-free.
- F. Third Parties Not to Benefit: This Agreement does not grant rights or benefits of any nature to any third party.
- G. Assignment, Binding Effect: Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. The parties waive the defense of lack of consideration.
- H. Non-exclusive: This Agreement in no way restricts the parties from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.
- K. Compliance with Applicable Laws: This Agreement and performance hereunder is subject to all applicable laws, regulations and government policies, whether now in force or hereafter enacted or promulgated. Nothing in this Agreement shall be construed as (i) in any way impairing the authority of the NPS to supervise, regulate, and administer its property under applicable laws, regulations, and management plans or policies as they may be modified from time-to-time or (ii) inconsistent with or contrary to the purpose or intent of any Act of Congress.
- L. Disclaimers of Government Endorsement: The Partner will not publicize or circulate materials (such as advertisements, solicitations, brochures, press releases, speeches, pictures, movies, articles, manuscripts, or other publications), suggesting, expressly or implicitly, that the that the United States of America, the Department, NPS, or any government employee endorses any business, brands, goods or services.

- M. Public Release of Information: The Partner must obtain prior written approval through the NPS Key Official (or his or her designate) for any public information releases (including advertisements, solicitations, brochures, and press releases) that refer to the Department of the Interior, any bureau, park unit, or employee (by name or title), or to this Agreement. The specific text, layout, photographs, etc., of the proposed release must be submitted with the request for approval. The NPS will make a good-faith effort to expeditiously respond to such requests.
- N. Merger: This Agreement, including any attachments hereto, and/or documents incorporated by reference herein, contains the sole and entire agreement of the Partners.
- O. Modification: This Agreement may be extended, renewed, or amended only when agreed to in writing by the NPS and the Foundation.
- P. Waiver: Failure to enforce any provision of this Agreement by either party shall not constitute waiver of that provision. Waivers must be express and evidenced in writing.
- Q. Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original (including copies sent to a party by facsimile transmission) as against the party signing such counterpart, but which together shall constitute one and the same instrument.
- R. Agency: The Partner is not an agent or representative of the United States, the Department of the Interior, or the NPS, nor will the Partner represent itself as such to third parties.
- S. Survival: Any and all provisions that, by themselves or their nature, are reasonably expected to be performed after the expiration or earlier termination of this Agreement shall survive and be enforceable after the expiration or earlier termination of this Agreement. Any and all liabilities, actual or contingent, that have arisen during the term of this Agreement and in connection with this Agreement shall survive expiration or termination of this Agreement.
- T. Partial Invalidity: If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- U. Captions and Headings: The captions, headings, article numbers, and paragraph numbers and letters appearing in this Agreement are inserted only as a matter of convenience and in no way shall be construed as defining or limiting the scope or intent of the provisions of this Agreement nor in any way affecting this Agreement.

ARTICLE XII – ATTACHMENTS

The following completed documents are attached to and made a part of this Agreement:

- Attachment A. Annual Work Plan (Federal Fiscal Year 2016)
- Attachment B. Annual Work Plan (Federal Fiscal Year 2017 – completed by May 30, 2016)
- Attachment C. Annual Work Plan (Federal Fiscal Year 2018 – completed by May 30, 2017)
- Attachment D. Annual Work Plan (Federal Fiscal Year 2019 – completed by May 30, 2018)

ARTICLE XIII – SIGNATURES

For the National Park Service:

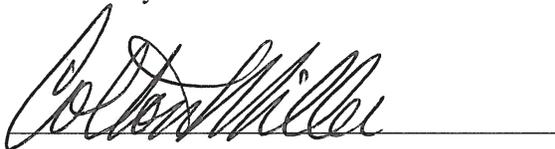


Peter S. Swisher
Superintendent

7-2-15

Date

For the City of West Branch:



Colton Miller
Mayor Pro Tem

07/01/15

Date

Attachment A
Annual Work Plan – Federal Fiscal Year 2016

The City of West Branch has made available through its budget approval process funds in the amount of \$ 7,500.00ⁱ to be applied by the National Park Service for those items approved within this Agreement's Annual Work Plan. Specifically, the National Park Service will:

- A. Recruit for one GS-025-05 Interpretive Park Ranger through the 2015-2016 winter months, with the candidate selected and scheduled to begin work on or about April 1, 2016.
- B. Schedule the candidate to attend a blacksmithing training course or other training equally qualifying the candidate to perform such work, for which these funds may be used to pay the costs associated with tuition or travel.
- C. Schedule the candidate to perform work both as blacksmith and as a Park Ranger for the purpose of interpreting the Hoover story to the public and to the school-aged children arriving in tour / school buses during the spring of 2016.
- D. Schedule the candidate to research and provide interpretive programming to the public that focuses on the National Register eligible buildings of the historic downtown district.
- E. Schedule the candidate to provide appropriate programming for other events during the term of their employment as may arise and agreed upon.

Available funds will be provided to the NPS at the point reasonable assurance can be given by the NPS that those action items delineated in this Annual Work Plan can be successfully completed. In the event these action items cannot be completed, the Key Officials to this Agreement will meet to discuss viable alternatives, to include not transmitting the funds at all.

Agreed upon this 30th day of JUNE, 2015 by:


Peter S. Swisher
Superintendent


Matt Muckler
City Administrator

ⁱ This amount will employ a GS-025-05 Interpretive Park Ranger full time for approximately 5 pay periods. The National Park Service may elect to employ the candidate part-time to extend their employment further into the summer visitor season. Similarly, the National Park Service may, if federal funds are available, choose to supplement those funds provided by the City of West Branch to retain the services of this candidate further into the summer visitor season. Current and applicable personnel rules will apply as they relate to NPS seasonal employees.