

RESOLUTION NO. 1744

RESOLUTION APPROVING A 28E AGREEMENT WITH THE WEST BRANCH COMMUNITY SCHOOL DISTRICT REGARDING THE ACQUISITION, INSTALLATION AND MAINTENANCE OF A ELECTRONIC SPEED SIGN TO BE PLACED ON MAIN STREET NEAR WEST BRANCH HIGH SCHOOL.

WHEREAS, the Police Chief, in consultation with the West Branch Community School District, has recommended the acquisition and installation of an electronic speed sign to be located near West Branch High School on Main Street; and

WHEREAS, to that end, the City Attorney has drafted a 28E Agreement that requires the approval of both the City Council and the Board of Directors of the West Branch Community School District; and

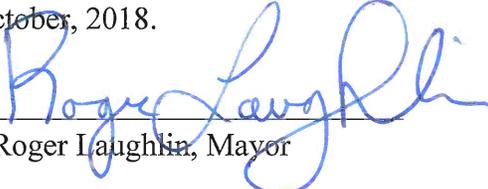
WHEREAS, said Board of Directors has approved said 28E Agreement; and

WHEREAS, it is in the best interests of the City to approve said 28E Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa, that the aforementioned 28E Agreement be and the same is hereby approved. Further, the Mayor and City Clerk are directed to execute said Agreement on behalf of the City.

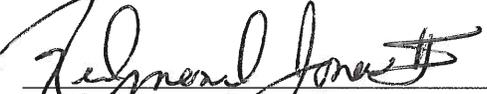
BE IT FURTHER RESOLVED, that the City Clerk is directed to file a copy of the fully executed agreement with the Iowa Secretary of State as required by law.

Passed and approved this 1st day of October, 2018.



Roger Laughlin, Mayor

ATTEST:



Redmond Jones II, City Administrator/Clerk

28E AGREEMENT

THIS AGREEMENT entered into by and between the City of West Branch, Iowa, 110 N. Poplar Street, West Branch, Iowa 52358 (hereafter referred to as the "City"); and the West Branch Community School District, 148 N. Oliphant Street, West Branch, Iowa 52358 (hereafter referred to as "School").

WHEREAS, the City Council of the City of West Branch and Board of Directors of the West Branch Community School District have both heretofore deemed it necessary and desirable to install an electronic speed limit sign on W. Main Street near the High School (the "Sign"); and

WHEREAS, the City has agreed to purchase and install the Sign; and

WHEREAS, the School has agreed to reimburse the City for a portion of the Sign after installation by the City; and

WHEREAS, it is now necessary for the City and School to enter into a 28E Agreement to outline the obligations and responsibilities of each party as it pertains to the construction of the Project.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **PURPOSE.** The purpose of this 28E Agreement is to set forth the duties and obligations of the City and School in connection with the acquisition and installation of the Sign.

2. **CONSIDERATION.** It is hereby expressly acknowledged by both the City and School that construction of the Project by the School and the payment in part by the City in accordance with the terms and conditions set forth in this Agreement constitutes mutual and sufficient consideration to enter into this Agreement.

3. **SEPARATE ENTITY.** Further, it is hereby noted that no separate legal entity shall be created by this Agreement and the West Branch City Council and Board of Directors of the West Branch Community School District.

4. **DUTIES AND RESPONSIBILITIES OF THE PARTIES.**

A. The City shall acquire and install the Sign in a location acceptable to both the School and City.

B. The City shall pay for the entirety of the acquisition and installation of the Sign in accordance with applicable laws.

5. PAYMENT OF COSTS. After the Sign has been acquired and installed by the City, School shall pay the City 50% of the cost incurred by the City for the acquisition and installation of the Sign, which is estimated to be \$ 3,360.00.

6. TERM AND TERMINATION OF THIS AGREEMENT. This Agreement shall remain in full force and effect from the approval and execution of the Agreement by the School and the City, until the completion of the Project and payment by the City. After payment has been made by the City as contemplated in Paragraph 5 above, this Agreement will terminate.

7. NOTICES.

All notices given under this Agreement shall be in writing and shall be deemed delivered on the date of placing the notice in the U.S. Mail, postage prepaid, to the following address:

For the School:

West Branch Community Schools
148 N. Oliphant Street
West Branch, Iowa 52358
ATTN: Superintendent

For the City:

City of West Branch
110 N. Poplar Street
West Branch, Iowa 52358
ATTN: City Administrator

8. INDEMNITIES. Each party to this Agreement expressly agrees to save and hold the other party, its employees and agents, harmless from any and all claims filed against both or either party arising from the performance of the duties and obligations under this Agreement.

9. FILING. The Board Secretary of the School shall file this Agreement with the Iowa Secretary of State's office as required by Section 28E.8 of the Code of Iowa.

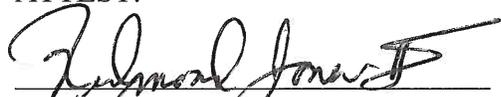
Executed and approved this 1st day of October, 2018.

CITY:



Roger Laughlin, Mayor

ATTEST:



Redmond Jones II, City Administrator/Clerk

Executed and approved this 17 day of September, 2018.

SCHOOL:



Julie Sexton, Board President

ATTEST:



Angie Klinkhammer, Board Secretary