

RESOLUTION 1994

A RESOLUTION APPROVING A RADIO FREQUENCY USE AGREEMENT BETWEEN THE CITY OF WEST BRANCH AND THE HERBERT HOOVER NATIONAL HISTORIC SITE.

WHEREAS, Sections 7.12 and 8.3.3 of the National Telecommunications and Information Administration Manual of Regulations and Procedures for Federal Radio Frequency Management (NTIA Manual), require a mutually approved arrangement for a Government radio station to use any frequency authorized to another Government radio station, and

WHEREAS, HERBERT HOOVER NATIONAL HISTORIC SITE (hereinafter referred to as the radio communications access to the CITY OF WEST BRANCH (hereinafter referred to as the licensee) radio frequency listed,

NPS) requires

CH#	CH. NAME	LONG NAME	TX FREQ	RX FREQ	TX CG	RX CG
5	WB BASE	WEST BRANCH BASE (Talk Around)	155.0850	155.0850	464	464
CH#	CH. NAME	LONG NAME	TX FREQ	RX FREQ	TX CG	RX CG
1	HEHO Local	NPS HEHO LOCAL	169.6500	169.6500	023	023

which are authorized solely to the licensee for inter-agency, mutual-aid, and internal communications, and

WHEREAS, such use facilitates NPS communications in accordance with the following stipulations: The NPS will submit a copy of this agreement through their authorized Bureau Radio Program Manager (the Chief, NPS Radio Program Management Division) requesting issuance of a radio frequency authorization (RFA); and

WHEREAS, the NPS Use of the authorized frequency is restricted to public safety and mutual aid communications; and

WHEREAS, the Federal Government (NPS) operations under this agreement must conform in all respects to any restriction or limitation imposed by the NTIA on the principal licensee (**THE CITY OF WEST BRANCH**); and

WHEREAS, NPS will purchase its own equipment, and any equipment necessary for the NPS to operate on the frequency, and shall pay all expenses associated with the operation of said equipment on the system. The licensee shall incur no additional costs as a result of NPS's use of the system, and the NPS shall bear all costs associated therewith. All NPS radios utilizing the frequency shall be programmed, serviced and repaired only by authorized personnel, and the NPS shall bear all associated costs; and

BE IT RESOLVED, by the City Council of the City of West Branch, Iowa, as follows:

Section 1. Liability: To the full extent authorized by applicable law, the **NPS** and the **LICENSEE** shall be liable for the acts and omissions of their respective employees, officers, agents, and representatives in connection with this Agreement.

Section 2. Legality of Agreement: Any obligations created by this Agreement which are hereafter determined by court of competent jurisdiction to be illegal are void, and neither party will be obligated to further perform as to such obligations. Should a nonmaterial portion of the total obligation is hereby severed, but the balance of the lawful portions hereof will continue to be performed.

Section 3. No change, alteration or amendment of this Agreement may be made except by the written consent of both parties.

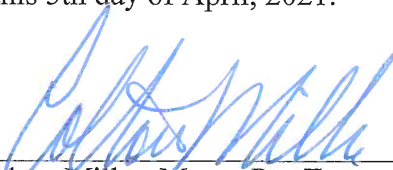
Section 4. Either party may cancel this agreement upon 90 days written notice to the other.

Section 5. This agreement will be reviewed and re-certified every five years to validate continued operational requirements.

FURTHER, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa that the aforementioned General Agreement with the Herbert Hoover National Historic Site also recognized as the National Park Service, is hereby approved. Further, the Mayor Pro Tem and/or the City Administrator is directed to execute the General Agreement on behalf of the City.

* * * * *

PASSED AND APPROVED, this 5th day of April, 2021.



Colton Miller, Mayor Pro Tem

ATTEST:



Leslie Brick, Deputy City Clerk

RADIO FREQUENCY USE AGREEMENT

between
THE CITY OF WEST BRANCH, IOWA
 and
HERBERT HOOVER NATIONAL HISTORIC SITE

Whereas Sections 7.12 and 8.3.3 of the National Telecommunications and Information Administration Manual of Regulations and Procedures for Federal Radio Frequency Management (NTIA Manual), require a mutually approved arrangement for a Government radio station to use any frequency authorized to another Government radio station, and

Whereas **HERBERT HOOVER NATIONAL HISTORIC SITE** (hereinafter referred to as the **NPS**) requires radio communications access to the **CITY OF WEST BRANCH** (hereinafter referred to as the licensee) radio frequency listed,

CH#	CH. NAME	LONG NAME	TX FREQ	RX FREQ	TX CG	RX CG
5	WB BASE	WEST BRANCH BASE (Talk Around)	155.0850	155.0850	464	464
CH#	CH. NAME	LONG NAME	TX FREQ	RX FREQ	TX CG	RX CG
1	HEHO Local	NPS HEHO LOCAL	169.6500	169.6500	023	023

which are authorized solely to the licensee for inter-agency, mutual-aid, and internal communications, and

whereas such use facilitates **NPS** communications in accordance with the following stipulations: The **NPS** will submit a copy of this agreement through their authorized Bureau Radio Program Manager (the Chief, NPS Radio Program Management Division) requesting issuance of a radio frequency authorization (RFA).

NPS Use of the authorized frequency is restricted to public safety and mutual aid communications.

Federal Government (**NPS**) operations under this agreement must conform in all respects to any restriction or limitation imposed by the NTIA on the principal licensee (**THE CITY OF WEST BRANCH**).

The **NPS** will purchase its own equipment, and any equipment necessary for the **NPS** to operate on the frequency, and shall pay all expenses associated with the operation of said equipment on the system.

The licensee shall incur no additional costs as a result of **NPS**'s use of the system, and the **NPS** shall bear all costs associated therewith.

All **NPS** radios utilizing the frequency shall be programmed, serviced and repaired only by authorized personnel, and the **NPS** shall bear all associated costs.

Liability: To the full extent authorized by applicable law, the NPS and the LICENSEE shall be liable for the acts and omissions of their respective employees, officers, agents, and representatives in connection with this Agreement.

Legality of Agreement: Any obligations created by this Agreement which are hereafter determined by court of competent jurisdiction to be illegal are void, and neither party will be obligated to further perform as to such obligations. Should a nonmaterial portion of the total obligation is hereby severed, but the balance of the lawful portions hereof will continue to be performed.

No change, alteration or amendment of this Agreement may be made except by the written consent of both parties.

Either party may cancel this agreement upon 90 days written notice to the other.

This agreement will be reviewed and re-certified every five years to validate continued operational requirements.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed on the day and year written below:

For the National Park Service:

Signature: _____

Name: Peter S. Swisher

Title: Superintendent

Date: _____

Signature: _____

Name: Herbert C. Frost, Ph.D.

Title: Regional Director, Interior Regions 3, 4, 5

Date: _____

For the City of West Branch/Licensee:

Signature:  _____

Name: ~~Roger Laughlin~~ Colton Miller

Title: Mayor, City of West Branch

Date: ^{Pro Tem} 4/5/24 _____