

RESOLUTION 2025-11

**RESOLUTION AUTHORIZING A PARTNERSHIP WITH THE IOWA INITIATIVE
FOR SUSTAINABLE COMMUNITIES, A PROGRAM OF THE
UNIVERSITY OF IOWA**

WHEREAS, the City of West Branch continually aspires to improve quality of life for all residents; and

WHEREAS, mutually-beneficial partnerships with public institutions advance the City of West Branch's community goals; and

WHEREAS, the Iowa Initiative for Sustainable Communities is a University of Iowa year-long engagement program built around community-based projects; and

WHEREAS, the City of West Branch was selected by the Iowa Initiative for Sustainable Communities for the 2025-26 academic year; and

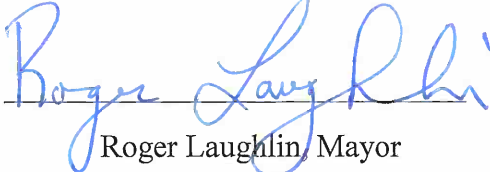
WHEREAS, the City of West Branch can expect up to 10 project collaborations with University of Iowa students, faculty, and staff from a variety of disciplines, as outlined in the IISC partnership model, for which the City's total financial contribution would be not more than \$50,000; and

WHEREAS, other local community-based organizations can participate in the partnership and provide financial support; and

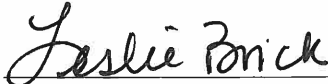
WHEREAS, this Memorandum of Agreement (see Exhibit A) requires approval of the City Council.

NOW, THEREFORE, BE IT RESOLVED that the City of West Branch City Council authorizes a formal partnership with the University of Iowa's Iowa Initiative for Sustainable Communities program in the 2025-26 academic year. Further, the Mayor and City Administrator are hereby authorized to execute this Agreement on behalf of the City.

Passed and approved this 3rd day of February, 2025.


Roger Laughlin, Mayor

ATTEST:



Leslie Brick, City Clerk

MEMORANDUM OF AGREEMENT

Between

The University of Iowa

and

West Branch, Iowa

THIS MEMORANDUM OF AGREEMENT (Agreement), dated for reference purposes the 21st day of January 2025, is made and entered by and between The University of Iowa, Iowa City, Iowa ("University") and West Branch, Iowa ("West Branch").

RECITALS:

WHEREAS, it is the desire of University to enter into an Agreement with West Branch to provide services as outlined in this Agreement, and

WHEREAS, West Branch desires to collaborate with University on the Iowa Initiative for Sustainable Communities (IISC) program in accordance with the terms and conditions as outlined in the IISC Community Partnership Guide documentation, included as supplemental materials,

NOW THEREFORE, in consideration of the promises and the mutual covenants contained therein, the Parties agree as follows:

Unless specifically altered herein, all specifications, requirements, and terms and conditions of the IISC Community Partnership Guide documentation form the basis for and are hereby incorporated into this agreement.

SECTION 1. TERM.

This Agreement shall begin on or about June 01, 2025 and remain in effect through and including June 01, 2026 unless earlier terminated.

University may terminate the Agreement any time within the first ninety (90) days of the initial Term or any and all extension periods should University determine, in its sole discretion, that West Branch is not acting in accordance with the terms and conditions of the Agreement.

West Branch may terminate the Agreement any time within the first ninety (90) days of the initial contract or any and all extension periods should West Branch determine, in its sole discretion, that University is not acting in accordance with the terms and conditions of the Agreement.

SECTION 2. DESCRIPTION OF SERVICES.

University agrees to complete ten (10) or more projects proposed by West Branch and in accordance with the project guidance in the IISC Community Partnership Guide documentation, with the exact number of projects

determined through a project development process in the Summer and Fall of 2025.

SECTION 3. WEST BRANCH AGREES TO:

1. Provide a single point managerial-level contact for University to coordinate all requirements; to be the point of contact for any problems/questions that may arise; meet periodically with University personnel; research information; and deliver special reports as needed or directed by University related to the IISC program.

City's Single Point Contact:

Name: Adam Kofoed
Title: City Administrator, City of West Branch
Email: adam@westbranchiowa.org
Phone: (319) 643-5888

2. Comply with all applicable Federal and State laws.
3. Possess and maintain all applicable licenses necessary to conduct business in the State of Iowa.

SECTION 4. FEE STRUCTURE OR PRODUCT PRICING.

West Branch agrees to pay Fifty Thousand Dollars (\$50,000) throughout the Term. Payment is due according to the following schedule unless otherwise agreed upon by both parties:

- 25% (\$12,500) due upon execution of the Agreement
- 25% (\$12,500) due January 1, 2026
- 50% (\$25,000) due June 1, 2026

SECTION 5: MICELLANEOUS TERMS

Subject to any pertinent obligations to other sponsors, including the provisions of the Bayh-Dole Act, intellectual property which results from this Project which is created solely by University's personnel will be owned by University (University's IP). Intellectual Property resulting from the performance of this Agreement created solely by West Branch' personnel will be owned by West Branch (West Branch' IP). Intellectual Property resulting from the performance of this Agreement and created jointly by University's personnel and West Branch' personnel will be owned jointly by University and West Branch (Joint IP).

Copyrightable materials first created solely by University's personnel in the performance of the work funded under this Agreement shall vest in University. University shall grant to West Branch an irrevocable, royalty-free, non-exclusive right to reproduce, translate, and use all such copyrighted material for its own purposes.

This Agreement including incorporated addenda shall constitute the entire agreement between the Parties and shall supersede all previous agreements, written or oral. No modification or waiver of any provision shall be valid unless in writing and signed by the Parties.

This Agreement may be amended in writing from time to time by mutual consent of the Parties. All amendments to this Agreement must be fully executed by the Parties.

In the event any portion of this Agreement is found to be invalid or unenforceable for any reason, the remainder of the Agreement shall remain intact. That portion deemed invalid shall be amended in writing to the minimum extent necessary to be considered valid and enforceable.

West Branch may not assign this Agreement without prior written consent of University.

This Agreement shall be governed by the laws of the State of Iowa and applicable Federal law.

University's failure to enforce provisions of this Agreement in whole or in part will not negate the Agreement or the enforcement of provisions at a future time.

The Parties are acting herein as independent. Nothing herein contained shall create or be construed as creating a partnership, joint venture or West Branch relationship between any of the Parties and no Party shall have the authority to bind the other Party in any respect.

The Parties are acting herein as independent contractors. Nothing herein contained shall create or be construed as creating an employment relations, partnership, joint venture, or other relationship between the Parties, including University's students, faculty and staff, and neither Party shall have the authority to bind the other Party in any respect.

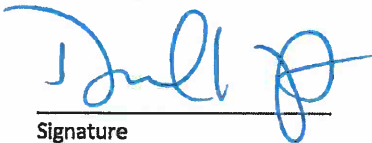
University shall provide adequate insurance coverage at all times during the performance of this Agreement for its students, faculty and staff and West Branch shall have no obligation of any kind for such insurance coverage. West Branch acknowledges that University is an entity of the State of Iowa and is self-insured.

With respect to the IISC Community Partner documentation, University agrees only to those exceptions identified below and only those exceptions are binding on the parties. If not addressed below, all other exceptions taken by West Branch are rejected by University and the original IISC Community Partner documentation language is incorporated herein.

Having read and understood this Memorandum of Agreement in witness thereof, the Parties have hereunto signed this Agreement.

The University of Iowa
Business Manager's Office
105 Jessup Hall
Iowa City, IA 52242-2500

City of West Branch
110 N Poplar St
West Branch, IA 52358

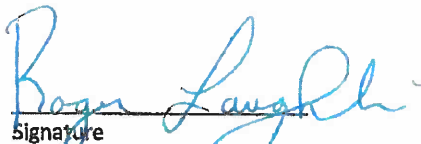

Signature

David W. Kieft
Business Manager
University of Iowa
Printed Name

Title

Date

02/10/2025


Signature

ROGER LAUGHLIN
Printed Name

MAYOR
Title

Date

2-3-25