

AGREEMENT FOR USE OF DES MOINES PUBLIC LIBRARY LIBRARIES BY WINDSOR  
HEIGHTS RESIDENTS

THIS AGREEMENT by and between the DES MOINES PUBLIC LIBRARY (hereinafter referred to as "DMPL") and the CITY OF WINDSOR HEIGHTS (hereinafter referred to as "Windsor Heights")

WHEREAS, Windsor Heights desires that its residents are able to enjoy the facilities and collections of the libraries operated by the DMPL in the same manner as the City of Des Moines residents and Windsor Heights is willing to share certain costs for the operation of the DMPL libraries (hereinafter referred to as "Library"); and

WHEREAS, both parties find that joint and cooperative action will be to their mutual advantage.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, it is hereby agreed by and between Des Moines Public Library and Windsor Heights that:

1. PURPOSE: DMPL intends to provide unrestricted access to library services, circulation of materials, and access to meeting rooms, programs and events for all residents of the service areas of the cities of Des Moines and Windsor Heights.

2. TERM: This Agreement will be in effect for the period of July 1, 2019, through June 30, 2022, both dates inclusive. Unless the Agreement is terminated by the express written notice of either DMPL or Windsor Heights pursuant to paragraph 9 of this Agreement, the parties hereby agree to meet on or before April 1, 2022 to discuss and, if needed, renegotiate the terms of this Agreement.

3. REIMBURSEMENT GENERALLY: It is agreed that Windsor Heights will pay to DMPL the sum of \$60,000 for the first year and \$61,800 for year two and \$63,654 for year three. Payments shall be made in equal quarterly installments, to be paid on or before September 1<sup>st</sup>, December 1<sup>st</sup>, March 1<sup>st</sup>, and June 1<sup>st</sup>, with the first prorated payment of \$10,000 \_\_\_\_\_ due upon execution of this Agreement and full quarterly payments to begin with the September 1, 2019 payment.

4. AGREEMENT - METHOD OF APPROVAL: The parties hereto shall approve this Agreement by Resolution, which Resolution shall authorize the respective Board President or Mayor to execute this Agreement. .

5. TERMINATION: Either party may terminate this agreement by giving the other party written notice of their intent to terminate this Agreement on or before May 1<sup>st</sup> prior to the beginning of each new fiscal year. In the event of such termination, Windsor Heights shall be obligated to pay DMPL a prorated portion of the quarterly payment corresponding to the amount of time in that quarter prior to termination.

6. NOTICE: Any notice under this Agreement shall be in writing and shall be deemed to be given when deposited in the United States Post Office.

A. Notices to DMPL shall be addressed: Library Director, Main Library, 1000 Locust, Des Moines, Iowa 50309

B. Notices to Windsor Heights shall be addressed: City Administrator, City of Windsor Heights, 1145 66th Street, Suite 1, Windsor Heights, IA 50324

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective officers, pursuant to full authority granted and given as of the day and year first above written.

DES MOINES PUBLIC LIBRARY

By: \_\_\_\_\_  
Wes Graham, Library Board President

STATE OF IOWA            )  
  )ss:  
COUNTY OF POLK        )

On this \_\_\_\_\_ day of April, 2019, before me, the undersigned, a Notary Public in and for said County and State, personally appeared WES GRAHAM, to me personally known, who, being by me duly sworn, did state that he is the PRESIDENT of the THE BOARD OF TRUSTEES OF THE DES MOINES PUBLIC LIBRARY ; that the seal affixed to the foregoing instrument is the seal of the Des Moines Public Library; that said instrument was signed on behalf of said Des Moines Public Library by authority of its Board of Trustees; and that the said WES GRAHAM as such officer acknowledge the execution of said instrument to be the voluntary act and deed of said Des Moines Public Library, by it and by him voluntarily executed.

\_\_\_\_\_  
Notary Public  
Commission Expires:

CITY OF WINDSOR HEIGHTS

By: \_\_\_\_\_  
Mayor, Dave Burgess

STATE OF IOWA            )  
  )ss:  
COUNTY OF POLK        )

On this 15<sup>th</sup> day of April, 2020, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Dave Burgess to me personally known, who, being by me duly sworn, did state that they are the Mayor of the City of Windsor Heights, respectively, of said City; that no seal has been procured by the said City; that said instrument was signed on behalf of said City by authority of its City Council; and that the said Dave Burgess as such officer acknowledge the execution of said instrument to be the voluntary act and deed of said City, by it and by him voluntarily executed.

\_\_\_\_\_  
Notary Public  
Commission Expires: