

Resolution No. 15-1166

A RESOLUTION AUTHORIZING AND APPROVING A 28E AGREEMENT FOR LIBRARY SERVICES WITH THE CITY OF URBANDALE, IOWA

WHEREAS, it is deemed advisable and in the best interests for the City of Windsor Heights to enter into an agreement with the City of Urbandale to receive contracted library services; and

WHEREAS, legal counsel for both cities have reviewed the proposed 28E agreement, and based on the negotiated terms facilitated by staff have advised that it is ready for Council action.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WINDSOR HEIGHTS, STATE OF IOWA, that the attached 28E Agreement for Library Services, labeled Exhibit A, is hereby approved and that the Mayor and City Administrator are hereby authorized to take all necessary actions to execute the 28E agreement to begin fiscal year 2017.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF WINDSOR HEIGHTS, STATE OF IOWA, that the Mayor and City Administrator are hereby authorized to take all necessary actions to terminate the current metro library services agreement (attached Exhibit B), effective June 30, 2016.

Passed and Approved this 16th day of November, 2015

Steve Peterson, Mayor Pro Tem

Attest: _____
Brett Klein, City Administrator

28E AGREEMENT

THIS AGREEMENT made and entered into the ____ day of _____, 2015, by and between the CITY OF URBANDALE (hereinafter referred to as "Urbandale") and the CITY OF WINDSOR HEIGHTS (hereinafter referred to as "Windsor Heights")

WHEREAS, the cities of Urbandale and Windsor Heights are municipal corporations organized and existing under the laws of the State of Iowa and are public agencies as defined by Iowa Code Chapter 28E; and

WHEREAS, each city is willing to share certain costs for the operation of the Urbandale Library (hereinafter referred to as "Library"); and

WHEREAS, public agencies may enter into an agreement for joint and cooperative action pursuant to Iowa Code Chapter 28E; and

WHEREAS, both cities find that joint and cooperative action will be to their mutual advantage; and

WHEREAS, both cities believe that an agreement pursuant to Chapter 28E of the Iowa Code should be entered into with regard to the Library, which agreement 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 Urbandale and Windsor Heights that:

1. PURPOSE: The Library 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 Urbandale and Windsor Heights.
2. TERM: This Agreement will be in effect for the period of July 1, 2016, through

June 30, 2019, both dates inclusive. Unless the Agreement is terminated by the express written notice of either Urbandale or Windsor Heights pursuant to paragraph 9 of this Agreement, the parties hereby agree to meet on or before April 1, 2019 to discuss and, if needed, renegotiate the terms of this Agreement.

3. REIMBURSEMENT GENERALLY: It is agreed that Windsor Heights will pay to Urbandale the sum of \$90,000.00 for the first year and an increase for years two and three based upon the annual Consumer Price Index Urban Consumers (CPI-U) (Midwest Region). The calculation of any increase shall be provided to Windsor Heights on or before June 1, 2017 and June 1, 2018. Payments shall be made in equal quarterly installments, to be paid on or before September 1st, December 1st, March 1st, and June 1st.

4. INDEMNIFICATION: Each party agrees to indemnify and to hold the other parties, their elected officers, agents, employees and successors and assigns, harmless from and against all claims, demands, actions and/or causes of actions, judgments, settlements, or other costs, including reasonable attorney's fees, which the other party, its successors and assigns, may incur or sustain a) by reason of the indemnifying party's breach of this Agreement or failure to legally or timely meet the responsibilities imposed herein (including, but not limited to, any fiscal obligations herein), or b) by reason of the torts of the indemnifying party.

5. AGREEMENT - METHOD OF APPROVAL: The parties hereto shall approve this Agreement by Resolution, which Resolution shall authorize the respective Mayors to execute this Agreement.

6. AGREEMENT - FILING WITH SECRETARY OF STATE: When this Agreement has been approved by the parties hereto, this Agreement shall be electronically filed with the Secretary of the State of Iowa in accordance with the provisions of Iowa Code Section 28E.8.

7. AGREEMENT - EFFECTIVE DATE: This Agreement shall become effective on

July 1, 2016.

8. DURATION: This Agreement shall be effective from the date herein provided until terminated as herein provided.

9. 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 1st prior to the beginning of each new fiscal year.

10. 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 Urbandale shall be addressed: City Manager, City of Urbandale, 3600 86th Street, Urbandale, Iowa 50322

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

11. SEPARATE ADMINISTRATION: Pursuant to Iowa Code Section 28E.5(2), the parties state that there is no new, separate, legal or administrative entity created hereby.

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.

CITY OF URBANDALE

By: _____
Mayor, Robert Andeweg

STATE OF IOWA)
)ss:
COUNTY OF POLK)

On this _____ day of _____, 2015, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Robert Andeweg to me personally known, who, being by me duly sworn, did state that they are the Mayor of the City of Urbandale, 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 Robert Andeweg 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:

CITY OF WINDSOR HEIGHTS

By: _____
Mayor, Diana Willits

STATE OF IOWA)
)ss:
COUNTY OF POLK)

On this _____ day of _____, 2015, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Diana Willits 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 Diana Willits as such officer acknowledge the execution of said instrument to be the voluntary act and deed of said City, by it and by her voluntarily executed.

Notary Public
Commission Expires: