



**Matt Schultz**  
**Secretary of State**  
**State of Iowa**

**28E**  
**Agreement**

FOR OFFICE USE ONLY:

FILED  
 M505479  
 9/14/2012 4:50:28 PM

**PLEASE READ INSTRUCTIONS ON BACK BEFORE COMPLETING THIS FORM**

**Item 1.** The full legal name, organization type and county of each participant to this agreement are:

	Full Legal Name	Organization Type	*County
Party 1	City of Clive Public Library	City	Polk
Party 2	City of Ankeny Kirkendall Public Library	City	Polk
Party 3	City of Des Moines Public Library	City	Polk
Party 4	City of Urbandale Public Library	City	Polk
Party 5	City of West Des Moines Public Library	City	Polk

\*Enter "Other" if not in Iowa

**Item 2.** The type of Public Service included in this agreement is: 520 Library Services  
(Enter only one Service Code and Description) Code Number Service Description

**Item 3.** The purpose of this agreement is: *(please be specific)*  
 Metro library services agreement

**Item 4.** The duration of this agreement is: *(check one)*  Agreement Expires 7/1/2017  Indefinite Duration  
[mm/dd/yyyy]

**Item 5.** Does this agreement amend or renew an existing agreement? *(check one)*

**NO**  
 **YES** Filing # of the agreement: \_\_\_\_\_

(Use the filing number of the most recent version filed for this agreement)  
 The filing number of the agreement may be found by searching the 28E database at: [www.sos.state.ia.us/28E](http://www.sos.state.ia.us/28E).

**Item 6.** Attach two copies of the agreement to this form if not filing online.

**Item 7.** The primary contact for further information regarding this agreement is: *(optional)*

LAST Name Cortum FIRST Name Joyce  
 Title Deputy City Clerk Department Deputy City Clerk  
 Email jcortum@cityofclive.com Phone 515-223-6220

**CONTRACT  
FOR METRO LIBRARY SERVICE**

**THIS CONTRACT** made and entered into the 2<sup>nd</sup> day of August, 2012, by and between Kirkendall (Ankeny) Public Library, the Des Moines Public Library, the Urbandale Public Library, the West Des Moines Public Library, the Clive Public Library, Pleasant Hill Public Library, Grimes Public Library, and the Johnston Public Library each located in Polk County, Iowa (hereinafter, the Provider Libraries) and the City of Windsor Heights, Polk County, Iowa (hereinafter, the Contracting City).

**WITNESSETH:**

**WHEREAS**, the Provider Libraries are qualified public libraries which are supported financially by annual appropriations from the respective city councils of the cities of Ankeny, Des Moines, Urbandale, West Des Moines, Clive, Pleasant Hill, Grimes, and Johnston; and

**WHEREAS**, the Metro Library Services Agreement provides that cities may contract with the Provider Libraries for library services at the rate and in the manner set out in this agreement and that the citizens of each of the participating cities shall have full access to and use of all library facilities of each of the Provider Libraries; and

**WHEREAS**, the City of Windsor Heights previously contracted with Ankeny Public Library, the Des Moines Public Library, the Urbandale Public Library, the West Des Moines Library, the Clive Public Library, the Pleasant Hill Public Library, the Grimes Public Library, and the Johnston Public Library through a prior Metro Library Services Agreement;

**NOW THEREFORE**, the Kirkendall (Ankeny) Public Library, the Des Moines Public Library, the Urbandale Public Library, the West Des Moines Public Library, the Clive Public Library, the Pleasant Hill Public Library, the Grimes Public Library, the Johnston Public Library, as well as the City of Windsor Heights, do hereby agree as follows:

**1. Purpose of Agreement**

This 28E Agreement is made by and between the parties pursuant to the provisions of Chapter 28E and Chapter 392.5, Code of Iowa 2009, as amended, whereby the Provider Libraries and the Contracting City enter into the Metro Library Services Agreement to provide library services to the residents of the Contracting City. The purpose of this Agreement shall be to set both the terms and conditions under which the Provider Libraries shall jointly provide library services to the Contracting City, and the Central Iowa Library Service Area shall assist in the provision of such services.

**2. Agreement Creates No Separate Legal Entity.**

No separate legal or administrative entity is hereby created. The Provider Libraries and the Central Iowa Library Service Area shall jointly perform the responsibilities set out in this Agreement.

**3. Definitions.**

For purposes of this Agreement, the following terms shall have the following meanings:

- (a) "Fiscal year" shall mean the period from July 1 of a year to and including June 30 of the following year.
- (b) "Qualified public libraries" mean libraries or library systems which are all or partially in Polk County and which meet the average service level of the provider libraries as defined by the current edition of the State Library of Iowa's accreditation standards in the following categories: 1) total per capita library expenditures, 2) total library collection volumes, 3) total full-time professional library staff per 1,000 citizens, and 4) total library open hours per week.
- (c) "Library service to Windsor Heights residents" include the same materials and services that Provider Libraries extend to the residents of their own individual cities.

#### **4. Procurement of and payment for Metro Library Services.**

The Contracting City hereby contracts to procure and agrees to accept metro library services for and on behalf of its citizens, such services to be provided upon the terms and conditions set forth and provided in the Metro Library Services Agreement. In consideration of the provision of metro library services by the Provider Libraries, the Contracting City agrees to pay an annual aggregate amount for metro library services, such amount to be paid in four equal quarterly payments to each of the eight (8) Provider Libraries, all as hereafter provided. The Contracting City agrees to pay each year an annual aggregate amount according to the following formula.

##### Percentage of Usage

The Contracting City's usage of each Provider Library (represented by the number of items circulated to Contracting City's residents in the prior fiscal year) shall be determined by dividing that figure by the sum of all Provider Libraries' total usage (represented by all the items circulated by all Provider Libraries in the prior fiscal year). This results in a number that shows the Contracting City's usage as a percentage of all Provider Libraries' total usage.

##### Total Operating Expenses

Each Provider Library shall report its total operating expenses for the prior fiscal year. The operating expenses do not include debt service, capital expenditures or other items not associated with the operational budget of each Provider Library.

##### Payment Calculated as Usage Multiplied by Percentage of Operating Expenses

The Contracting Library will pay the amount calculated by multiplying the percentage of usage for each Provider Library by the total of all Provider Libraries' operating expenses with the total amount not to exceed \$172,155 per year. In the event that the total exceeds \$172,155 in a given year, the Provider Libraries will receive prorated payments using the formula.

See Exhibit 1 for the formula example for FY .2012

**5. Annual Aggregate Amount to be Billed Quarterly;**

Pursuant to paragraph 4 of the Metro Library Services Agreement, the Contracting City will be notified of its annual contribution, along with a table showing circulation, budget, etc. from each Qualified Public Library, and will be billed for their annual contributions on a quarterly basis by the Central Iowa Library Service Area on behalf of the Provider Libraries. Each such quarterly billing by the Central Iowa Library Service Area will be for an amount equal to twenty-five percent (25%) of the aggregate annual amount owed by the Contracting City for that fiscal year, which payment amount shall hereafter be referred as the aggregate quarterly payment. The quarterly billing to the Contracting City for payments for amounts owed to each Provider Library, pursuant to paragraph 4 of the Metro Library Services Agreement. Quarterly billings will be mailed not later than the last working day of October, January, April, and July for library services provided in the preceding calendar quarter. Payment of quarterly user payments by the Contracting City shall be due and payable within twenty (20) days of the mailing of such billings by the Central Iowa Library Service Area.

**6. Provision of Metro Library Services by Provider Libraries.**

In providing such library services to the Contracting City and its residents, the Provider Libraries hereby agree to comply with all the requirements and provisions set out in the Metro Library Services Agreement. The Provider Libraries further agree that the residents of the Contracting City shall have the same right of access to and use of the library facilities of the Provider Libraries' residents of the cities whose libraries are the parties to the Metro Library Services Agreement; that is, the residents of the Contracting City shall have full access to and use of all library facilities of the cities of Ankeny, Des Moines, Urbandale, West Des Moines, Clive, Pleasant Hill, Grimes, and Johnston, provided the Contracting City is in full compliance with terms of this Contract and requirements set out in the Metro Library Services Agreement.

**7. Term of Agreement.**

The term of this Contract shall be from July 1, 2012 until July 1, 2017.

**8. Termination of Contract for Library Services.**

Either Party may terminate its participation in this Contract for Metro Library Services as of July 1<sup>st</sup> of any calendar year, provided written notice of intent to cancel such participation is sent by certified mail to the City of Windsor Heights or to each of the respective library directors for the Provider Libraries providing library services under this Contract. Such notice of intent to cancel participation shall be postmarked not less than six (6) months prior to the July 1<sup>st</sup> date upon which either party desires to cancel service.

**9. Participation in Library Board Meetings of Provider Libraries.**

The Contracting City may designate and send an observing member to meet with and to participate in library board meetings of any Provider Library providing library services under

this Contract. Said observing member will be provided copies of the agendas of all library board meetings of each Provider Library. An observing member wishing to have an item considered by a library board shall notify that library's director in advance of the preparation of that board's agenda.

**10. Contract to be Filed with Secretary of State.**

This Contract shall be filed with the Secretary of State pursuant to Chapter 28E.8, Code of Iowa.

**IN WITNESS WHEREOF**, this Contract has been executed in nine (9) counterparts, each of which may be considered an original, on the day and year last above written.

Polk County-Windsor Heights Library Funding Formula for FY 12/13

<b>Provider Libraries</b>	<b>Total Usage (circulation to all users) in FY 11/12</b>	<b>Total Operating Expenses in FY 11/12</b>	<b>Windsor Heights Usage in FY 11/12</b>	<b>Cost Per Circ</b>	<b>% of Total Usage</b>	<b>Cost to Polk County</b>	<b>Prorated Amount</b>
Clive Public Library	239,632	\$807,572	5,500	\$ 3.37005	0.1361%	\$22,342	\$18,153.12
Des Moines Public Library	1,371,706	\$7,666,379	19,159	\$ 5.58894	0.4742%	\$77,828	\$63,235.57
Grimes Public Library	128,445	\$411,431	6	\$ 3.20317	0.0001%	\$24	\$24
Johnston Public Library	309,000	\$1,142,900	574	\$ 3.69871	0.0142%	\$2,332	\$1,894.53
Kirkendell Public Library (Ankeny)	536,440	\$1,270,936	0	\$ 2.36920	0.0000%	\$0	\$0.00
Pleasant Hill Public Library	124,050	\$517,850	3	\$ 4.17453	0.0001%	\$12	\$9.90
Urbandale Public Library	645,989	\$2,226,035	22,835	\$ 3.44593	0.5651%	\$92,761	\$75,368.45
West Des Moines Public Library	685,303	\$2,370,628	4,081	\$ 3.45924	0.1010%	\$16,578	\$13,469.61
Polk County Contract Libraries	4,040,565	\$16,413,731	52,158	\$ 4.06224	1.2909%	\$211,878	\$172,155.99

City of Windsor Heights, Iowa

By: Jerry Sullivan  
Mayor

By: Marketa Oliver  
City Clerk

STATE OF IOWA, POLK COUNTY, ss:

On this 24 day of April, 2009, before me the undersigned, a Notary Public in and for said State, personally appeared Jerry Sullivan and Marketa Oliver, to me personally known, who being by me duly sworn, did say that they are Mayor and City Clerk, respectively, of the City of Windsor Heights; that the foregoing document was signed and executed upon behalf of such City by authority of the City Council granted at its meeting of April 20<sup>th</sup>, 2009, and that Jerry Sullivan and Marketa Oliver acknowledged the execution of the document to be their voluntary act and deed and the voluntary act and deed of said City, by it voluntarily executed.

Colleen Pingrey  
Notary Public in and for said State of Iowa

