Roll Ca	ıll Nur	nber	·-·		Agenda Item Number
Date April	4, 2022	2			
					MENT WITH THE PRINCIPAL GROUP FOUNDATION, I SKATING PLAZA FREE SKATING PROGRAM
WHE Brenton Sk			s and F	Recreation	on Department is charged with the responsibility of operating
contributio	n of \$30 vide ice	0,000 to skate re	the Cit	y for the nd skatin	oundation, Inc. ("Foundation") desires to make a charitable benefit of the residents of the greater Des Moines metropolitan ag time to underprivileged children and adults to recreate at the
than \$25,00	00 per ca	alendar y	ear, w	ith one-l	nat such donation funds be used by the City at the rate of no more half of such funds to be applied to the cost of such free skating e operation, maintenance and capital costs of the Skating Plaza;
WHE					ed recognizing the Foundation as the sponsor of such programs as; and
the Founda Donation A	tion to	provide nt to exp	at least ire on l	three f	n Department staff have negotiated a Donation Agreement with free skating programs per skating season with the term of the er 31, 2034, or until all of the funds have been used, whichever City Clerk's Office.
the Donation Regarding Office, is he	on Agre Brenton ereby ap	ement I Skating proved a	Between Plaza I and the	n The P Free Ska Mayor is	WED by the City Council of the City of Des Moines, Iowa that Principal Financial Group, Inc. and the City of Des Moines ating Program, a copy of which is on file with the City Clerk's a authorized and directed to sign the Agreement on behalf of the irected to attest to his signature.
(Council Communication No. 22-4 51)				51)	Moved by to adopt.
/s/	PROVE	K. Frank	,	M: t City At	Seconded by
COUNCIL ACTION	YEAS	NAYS	PASS	ABSENT	
COWNIE					CERTIFICATE
BOESEN GATTO SHEUMAKER					I, P. Kay Cmelik, City Clerk of said City hereby certify that at a meeting of the City Council of said City of Des Moines, held on the above date, among other proceedings the above was adopted.
WANDELBAUM VOSS					IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first
WESTERGAARD					above written.
TOTAL IOTION CARRIED	<u> </u>		API	PROVED	

Mayor City Clerk

### DONATION AGREEMENT BETWEEN

## THE PRINCIPAL FINANCIAL GROUP FOUNDATION, INC.

# AND THE CITY OF DES MOINES

# REGARDING BRENTON SKATING PLAZA FREE SKATING PROGRAM

THIS DONATION AGREEMENT, hereinafter "Agreement", made and entered into this day of \_\_\_\_\_\_\_, 2022 by and between the City of Des Moines, Iowa, through its Parks and Recreation Department, 1551 E. Martin Luther King Jr. Pkwy, Des Moines, Iowa 50317, (the "CITY") and The Principal Financial group Foundation, Inc., an Iowa non-profit corporation, 711 High Street, Des Moines, Iowa 50392 ("FOUNDATION").

WHEREAS, the CITY Parks and Recreation Department is charged with the responsibility of operating Brenton Skating Plaza; and

WHEREAS, the FOUNDATION desires to make a charitable contribution of \$300,000 to the CITY for the benefit of the citizens of the greater Des Moines metropolitan area to provide ice skate rentals and skating time to underprivileged children and adults to recreate at the ice rink at Brenton Skating Plaza; and

WHEREAS, the FOUNDATION desires that such donation funds be used by the CITY as described above at the rate of no more than \$25,000 per calendar year, as further described herein; and

WHEREAS, the CITY desires to accept such donation and to use such donated funds as further described herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements hereinafter set forth, the parties agree as follows:

#### I. FOUNDATION'S RESPONSIBILITIES

A. FOUNDATION made a charitable contribution in the total amount of \$300,000 on June 22, 2022 to the CITY ("the Donation").

#### II. CITY'S RESPONSIBILITIES

- A. The CITY agrees to establish a separate special revenue fund for the Donation ("the FUND") and that that no more than \$25,000 per calendar year may be drawn from the FUND, with no more than \$12,500 per calendar year to be used for operation, maintenance and capital costs of the CITY for the Brenton Skating Plaza/ice rink only and no more than \$12,500 per calendar year to be used to reimburse the CITY for the costs of the below described free ice skating programs.
- B. Beginning with the Fall/Winter 2022 ice skating season, the CITY agrees to use the

Donation to offset the costs of offering at least three free skating programs per calendar year/ice skating season beginning with the Fall/Winter 2022 skating season for at least 1.5 hours/session. The free skating program shall consist of free entry for children and adults and free skating rental for children and adults. The parties agree that the CITY is under no obligation to offer more free skating programs than are covered by such \$12,500 annual draw.

During such free skating programs, the CITY shall display a sandwich board sign or similar sign on the Brenton Skating Plaza stating that "Free Skating Program Sponsored by the Principal Foundation" unless otherwise directed by the FOUNDATION regarding the name of the sponsor.

C. The CITY agrees to establish and maintain records that accurately account for all financial activities associated with the FUND. The CITY agrees to provide the FOUNDATION with annual reports on October 1 of each year of this Agreement covering the prior year through June 30, on the status and financial position of the FUND, including expenditures to date and a description of those expenditures, and attendance information at the free skating program(s).

#### III. TERM

The term of this Agreement shall commence on the date approved by the City Council and continue until December 31, 2034, or until all of the funds in the FUND have been drawn by the CITY, whichever date occurs first. If any funds remain in the FUND after December 31, 2034, the parties agree that such funds will be used by the CITY for operations, maintenance and capital costs of the CITY for Brenton Skating Plaza.

#### III. GENERAL

- A. FOUNDATION and CITY shall be and act as independent contractors, and under no circumstances shall this Agreement be construed as one of agency, partnership or joint venture between the FOUNDATION and CITY.
- B. This Agreement contains the entire understanding between the parties hereto relating to the subject matter contained herein. This Agreement may not be amended, altered, modified or changed except by an addendum signed by all parties hereto.
- C. All notices required or permitted hereunder shall be deemed duly given if sent by U.S Mail or delivered to the person(s) named at the address listed:

CITY: Parks and Recreation Department, ATTN: Director, 1551 E. MLK Jr. Parkway, Des Moines, IA 50317;

FOUNDATION: Principal Financial Group Foundation, ATTN: Director, 711 High Street, Des Moines, IA 50392.

IN WITNESS WHEREOF, the parties hereto have caused this Donation Agreement to be executed by their proper officers, duly authorized therefore.

THE PRINCIPAL FINANCIAL GROUP FOUNDATION, INC.	CITY OF DES MOINES, IOWA
Jo Christine Miles, Director	M. Franklin Cownie, Mayor
Jo Christine Whes, Director	W. Franklin Cowine, Mayor
APPROVED AS TO FORM:	ATTEST:
an Di Onto	
Ann DiDonato, Assistant City Attorney	P. Kay Cmelik, City Clerk
STATE OF IOWA ) ) SS:	
COUNTY OF POLK)	
in and for the State of Iowa, personally appeared being by me duly sworn, did say that she is the I FOUNDATION, INC., an Iowa non-profit corpo affixed thereto is the seal of) the FOUNDATION the FOUNDATION by authority of its Board; th	, 2022 before me, the undersigned, a Notary Public JO CHRISTINE MILES, to me personally known, who, DIRECTOR of THE PRINCIPAL FINANCIAL GROUP oration, executing the foregoing instrument; that (the seal; that the instrument was signed (and sealed) on behalf of nat PRINCIPAL FINANCIAL GROUP FOUNDATION, not to be the voluntary act and deed of the FOUNDATION aciary voluntarily executed.
	Notary Public in the State of Iowa
STATE OF IOWA ) ) SS:	JUDITH A. TURNER-HIEB Commission Number 134143 My Commission Expires
COUNTY OF POLK )	TOWN TO THE TOWN
appeared T. M. FRANKLIN COWNIE, Mayor, a know, who being by me duly sworn, did state that KAY CMELIK, City Clerk, respectively of the C foregoing instrument is the seal of the City, and the City, by authority of Roll Call No. 22, or	re me, the undersigned, a Notary Public, personally and P. KAY CMELIK, City Clerk, to me personally at they are T. M. FRANKLIN COWNIE, Mayor, and P. City of Des Moines, and that the seal affixed to the hat the instrument was signed and sealed on behalf of the n, 2022, and that T.M. FRANKLIN Clerk, acknowledge the execution of the instrument to Moines, by it voluntarily executed.
	Notary public in the State of Iowa