



Roll Call Number

22-0536

Agenda Item Number

27

Date April 4, 2022

APPROVAL OF DONATION AGREEMENT WITH THE PRINCIPAL GROUP FOUNDATION, INC. REGARDING BRENTON SKATING PLAZA FREE SKATING PROGRAM

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

WHEREAS, the Principal Group Foundation, Inc. ("Foundation") desires to make a charitable contribution of \$300,000 to the City for the benefit of the residents 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 at the rate of no more than \$25,000 per calendar year, with one-half of such funds to be applied to the cost of such free skating programs and one-half to be applied to the operation, maintenance and capital costs of the Skating Plaza; and

WHEREAS, signage will be displayed recognizing the Foundation as the sponsor of such programs during the time of the free skating programs; and

WHEREAS, the Parks and Recreation Department staff have negotiated a Donation Agreement with the Foundation to provide at least three free skating programs per skating season with the term of the Donation Agreement to expire on December 31, 2034, or until all of the funds have been used, whichever date occurs first, a copy of which is in the City Clerk's Office.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Des Moines, Iowa that the Donation Agreement Between The Principal Financial Group, Inc. and the City of Des Moines Regarding Brenton Skating Plaza Free Skating Program, a copy of which is on file with the City Clerk's Office, is hereby approved and the Mayor is authorized and directed to sign the Agreement on behalf of the City and the City Clerk is authorized and directed to attest to his signature.

(Council Communication No. 22-151)

Moved by Gatto to adopt.

APPROVED AS TO FORM:

/s/ Glenna K. Frank

Glenna K. Frank, Assistant City Attorney

Second by Boesen.

COUNCIL ACTION	YEAS	NAYS	PASS	ABSENT
COWNIE	✓			
BOESEN	✓			
GATTO	✓			
SHEUMAKER	✓			
MANDELBAUM	✓			
VOSS	✓			
WESTERGAARD	✓			
TOTAL	7			

CERTIFICATE

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.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

MOTION CARRIED

APPROVED

J. M. Frankin Cownie Mayor

P. Kay Cmelik 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 23 day of March, 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.

Jo Christine Miles
Jo Christine Miles, Director

CITY OF DES MOINES, IOWA

T. M. Franklin Cownie
T. M. Franklin Cownie, Mayor

APPROVED AS TO FORM:

Ann DiDonato
Ann DiDonato, Assistant City Attorney

ATTEST:

P. Kay Cmelik
P. Kay Cmelik, City Clerk

STATE OF IOWA)
) SS:
COUNTY OF POLK)

On this 23rd day of March, 2022 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared JO CHRISTINE MILES, to me personally known, who, being by me duly sworn, did say that she is the DIRECTOR of THE PRINCIPAL FINANCIAL GROUP FOUNDATION, INC., an Iowa non-profit corporation, executing the foregoing instrument; that (the seal affixed thereto is the seal of) the FOUNDATION; that the instrument was signed (and sealed) on behalf of the FOUNDATION by authority of its Board; that PRINCIPAL FINANCIAL GROUP FOUNDATION, INC. acknowledges the execution of the instrument to be the voluntary act and deed of the FOUNDATION and of the fiduciary, by it, by them and as the fiduciary voluntarily executed.

Judith Turner-Hieb
Notary Public in the State of Iowa

STATE OF IOWA)
) SS:
COUNTY OF POLK)



On this 4th day of April, 2022, before me, the undersigned, a Notary Public, personally appeared T. M. FRANKLIN COWNIE, Mayor, and P. KAY CMELIK, City Clerk, to me personally know, who being by me duly sworn, did state that they are T. M. FRANKLIN COWNIE, Mayor, and P. KAY CMELIK, City Clerk, respectively of the City of Des Moines, and that the seal affixed to the foregoing instrument is the seal of the City, and that the instrument was signed and sealed on behalf of the City, by authority of Roll Call No. 22- 0536, on April 04, 2022, and that T.M. FRANKLIN COWNIE, Mayor, and P. KAY CMELIK, City Clerk, acknowledge the execution of the instrument to be the voluntary act and deed of the City of Des Moines, by it voluntarily executed.

Sandi L Deery
Notary public in the State of Iowa

