

**28E SERVICE AGREEMENT BETWEEN
WALDORF UNIVERSITY LUISE V. HANSON LIBRARY
AND THE CITY OF FOREST CITY, IOWA**

This agreement is hereby adopted and entered into on December ____, 2025 by and between the City of Forest City, and Waldorf University (hereafter called the “University”) pursuant to Chapter 28E, Code of Iowa, to-wit:

WHEREAS, the Forest City Public Library (hereafter called the “Public Library”) and the University desire to enter into this Agreement for the purpose of providing shared information resources and services for students, faculty, staff and the general public pursuant to Chapter 28E and Chapter 336, Code of Iowa;

WHEREAS, the University and the City of Forest City and its citizens will provide space for the Public Library to be located in the Luise V. Hanson Library on the Waldorf University campus in Forest City, Iowa; and

WHEREAS, the City of Forest City and its citizens and other citizens eligible for Public Library services may access information resources and services from the Public Library.

THEREFORE, IT IS AGREED by the City of Forest City and the University to enter into this Agreement as follows:

**ARTICLE I
PURPOSE**

The purpose of this agreement is to expand information resources and services that would not otherwise be available in one location for students and staff of the University, for the City of Forest City and the residents served by the Public Library; to build on each library’s educational strengths and to form a sense of community between the University and the citizens of Forest City. The organizational structure in accomplishing this purpose is set forth in the Agreement on Mutual Operating Policies and Procedures.

**ARTICLE II
DURATION**

The agreement goes into effect on _____. This agreement shall be automatically renewable. During the first three years, there will be an evaluation once each year. There will be continual evaluations once every third year thereafter, unless sooner terminated as hereinafter set forth.

**ARTICLE III
ADMINISTRATIVE ENTITY**

There shall not be a separate legal entity. Joint policies shall be approved by the Forest City Public Library Board of Trustees (hereinafter “The Library Board”), and The Waldorf University

Board of Trustees. A Joint Library Advisory Committee is formed with representation from the Forest City Public Library Board, the Forest City Council, the City Administrator, the Waldorf University community, and the City of Forest City.

ARTICLE IV ADMINISTRATIVE ORGANIZATION

A. The Director of the Public Library and the Director of the Waldorf University Library will ensure the compatibility of each library's policies. A Waldorf representative and the Chair of the Forest City Public Library Board will make policy recommendations to their respective governing bodies for their approval. (See organizational charts in appendix A.) The mutual policies shall be published in an Agreement on Mutual Operating Policies and Procedures for the Waldorf University Library and the Forest City Public Library. This document will hereafter be referred to as "policies document."

B. A Joint Library Advisory Committee (hereafter called the "JLAC") is formed with the purpose of providing guidance in the policies and services offered by the Forest City Public Library and the Waldorf University Library. Voting members will include: two members from the Forest City Public Library Board of Trustees; two members from the University that may consist of faculty, staff, and/or administration; and two representatives from the Forest City community that will consist of a representative from the Forest City Government and a citizen from Forest City. Non-voting members include The Director of the Forest City Public Library and the Library Director of the University, who will jointly chair the committee. The JLAC shall meet at least two times annually, once in the spring and once in the fall, as called and noticed jointly by the Director of the Public Library and the Director of the University Library. Further, additional meetings of JLAC may be scheduled by the City Administrator or President of the University. Fourteen (14) day advance written notice of any meeting scheduled hereunder shall be provided to JLAC members of the date, time and location of such meetings.

ARTICLE V FINANCE AND BUDGET

The manner of financing the undertakings of this agreement and charges related thereto are set forth as follows:

A. Finances related to each collection and library specific programs are the responsibility of each library's respective governing body;

B. Finances related to programming:

1. The Public Library will provide programming.

2. Programs that are determined as shared by the JLAC will share costs. These costs will be split as agreed by the Director of the Public Library District and the Director of the University Library.

C. Finances related to staff:

University staff designated with public library responsibilities will be hired and salaried through the University, and Public Library staff with responsibilities will be hired and salaried through the City of Forest City.

D. Finances related to facilities:

The space designated for the public library shall be leased by the City of Forest City and governed according to the agreement arranged with the University and the JLAC. Any agreement must be approved by the City of Forest City Council.

E. Finances related to continued operation:

1. Annual expenses for the Public Library will be the responsibility of the Public Library. Any purchases made by the Public Library for furniture, equipment, collection development, or services shall be designated as the property of the Public Library and its to dispose of in the event of termination. Such items will be itemized and specified in the policies document.

2. If furniture, equipment, collection or other items are purchased jointly, the JLAC shall determine who retains the items. If there is a dispute as to who retains an item, it shall be resolved by following the procedure in Article VII. Annual costs will be itemized in Lease Agreement.

ARTICLE VI TERMINATION

This agreement shall be terminated when it has been determined that there is no longer a need for shared space between the Forest City Public Library and Waldorf University. The steps for termination are as follows:

A. If initiated through the JLAC:

1. The JLAC shall adopt a resolution recommending that the agreement be terminated and directing that the question of such termination be submitted to a vote at the next meeting of the JLAC.

2. Written or printed notice shall be given to each JLAC member entitled to vote at such a meeting, by certified mail at least thirty (30) days before the meeting. The notice shall state that the purpose or one of the purposes of such meeting is to consider the advisability of terminating the agreement.

3. This recommendation shall also be sent to the Forest City Council, and the President of the University by certified mail at least thirty (30) days before the meeting. Members of the JLAC, the Forest City Council, and the President of the University may voice their recommendations.

4. At such meeting with a quorum of two thirds of the members present and one chair, a vote of JLAC members entitled to vote shall be taken on a recommendation to terminate the agreement. Such resolution shall be adopted only upon receiving the affirmative vote of a majority of the number of votes entitled to be cast by the members present and voting.

5. The City Administrator of Forest City and the President of the University shall review the recommendation and follow their respective procedures on the termination of the agreement.

B. If initiated through the Public Library Board of Directors:

1. The Public Library Board of Directors members shall make a motion to recommend the agreement be terminated, and direct that the question of such termination be submitted to a vote at the next meeting of the Public Library Board members.

2. Written or printed notice shall be given to each Public Library Board member entitled to vote at such meeting, by certified mail at least 30 days before the meeting. The notice shall state that the purpose or one of the purposes of such meeting is to consider the advisability of terminating the agreement.

This recommendation shall also be sent to the JLAC, the Forest City Council, and President of the University by certified mail at least thirty (30) days before the meeting.

3. At such meeting, the Public Library Board members shall follow their meeting protocol on making a recommendation to terminate the agreement. The recommendation shall then be presented to the President of the University no more than 15 days after the recommendation.

4. The President of the University shall review the request and either seek a remedy to deter the termination or follow the University's protocol in accepting the termination. If the President of the University seeks a remedy, he/she will have thirty (30) days to set a meeting with the Public Library Board. A written or printed notice shall be given to each Public Library Board member, by certified mail, at the end of or before the thirty (30) days announcing a meeting no more than fifteen (15) days hence.

C. If initiated by the University:

1. The President of the University shall follow the University's procedures when termination is initiated. If the recommendation is to terminate the agreement, written or printed notice shall be sent by certified mail to the Public Library Board, the Forest City Council, and the JLAC no more than fifteen (15) days after the recommendation.

2. The Forest City Council shall review the request and either seek a remedy to deter the termination or follow its procedures to accept the termination. If the Forest City Council seeks a remedy, they will have thirty (30) days to set a meeting with the President

of the University. A written or printed notice shall be given to the President of the University by certified mail at the end of or before the thirty (30) days announcing a meeting no more than fifteen (15) days hence.

3. If the Forest City Council is dissatisfied with the President of the University's decision, they may take their recommendations to the next Waldorf University Board of Trustees meeting. The Waldorf University Board of Trustees will have the final word concerning the University's role in the termination of the agreement.

D. Upon the adoption of such a resolution, an electronic notice of the termination of the agreement shall be filed with the office of the Iowa Secretary of State.

E. Distribution of assets: The distribution of joint assets shall be determined by the JLAC. Individual assets will remain with the purchasing institution.

F. Any recommendation for termination provided hereunder shall be given prior to the 1st day of January in order to effectively terminate this agreement effective June 30th of the current fiscal year.

ARTICLE VII DECISION MAKING AUTHORITY

A. The Director of the Public Library and the Director of the University Library will ensure the compatibility of each library's policies. Each library will make policy recommendations to their respective governing bodies for their approval.

B. Recommendations made from the JLAC will be presented to the Chair of the Public Library Board and the President of the University by a representative of the JLAC. Joint policies must be agreed on by the Joint Library Advisory Committee, Chair of the Public Library Board, and the Waldorf University President.

C. It is expected that persons charged with the day-to-day management of library facilities and services will confer and resolve issues. If no resolution is reached, parties shall follow these procedures:

1. The Director of the Public Library and the Library Director of Waldorf University, or their designees, will meet with the Waldorf Administration and discuss the issue within five (5) working days of either party requesting the meeting. A notice via mail, email or other electronic device shall be sent to verify the meeting date, time, and location. If the parties above are unable to agree on a resolution, the matter will be referred to the Waldorf University President and the Chair of the Public Library Board. Their decision will be final.

2. Those responsible for the day-to-day operation of the joint libraries will make such reasonable, informal agreements as are necessary to assure efficient operation and attain the goal of excellent service to the community.

**ARTICLE VIII
STRUCTURE TO ACCOMPLISH PURPOSE**

The policies document will establish staffing, hours of operation, collection development, services and programs.

A. Staffing for the University Library will be the responsibility of Waldorf. The staffing responsibilities for the Public Library will be jointly determined by the Director of the Public Library and the Director of the Waldorf University Library. Responsibilities are listed.

B. Hours of Operation for the University Library will be determined by the University. Hours of operation for the Public Library will jointly be decided by the Director of the Public Library and the Library Director of the Waldorf University Library, depending on the Waldorf Calendar, HR contracts, and other recommendations by the President of the University.

C. The collection development policies for each library are the responsibility of each library.

D. Circulation policies will be jointly decided.

E. Computers shall be provided for public use by Waldorf University.

F. The Director of the Public Library will determine additional services provided to the general public and the Director of the University Library will determine services provided to students, staff, and faculty. Some services may be jointly offered.

G. The University will oversee the physical facilities according to the lease agreement with the City of Forest City and the Public Library Board.

**ARTICLE IX
TERMS OF AGREEMENT**

In preparation for the Public Library to move in, Forest City agrees to provide the following:

A. Construct additional library parking spaces near the Waldorf Library, assuring that the Public Library parking needs meet the requirements for serving patrons.

B. Refurbish the furniture in the Luise V. Hanson Library of Waldorf University: 1st and 2nd floors furniture for patrons, office furniture for staff, repairs, paint and carpet as needed.

C. Waldorf University shall be responsible for maintaining and providing the following as part of the Lease Agreement (please see separate Lease Agreement), at no additional costs to the Public Library:

1. Maintenance of the interior and exterior of the premises, including but not limited to the structural parts of the premises, interior components of the premises (i.e. housekeeping services), and parking lot to ensure that they remain in good repair.

2. Providing utilities: water, sewer, electric, heating, cooling, lighting and janitorial services during the normal working hours of the Luise V. Hanson, Waldorf University library.

3. Payment of any and all real estate taxes and/or assessments levied or assessed by a lawful authority against the premises.

4. All repairs or replacements shall be made in a manner to minimize the inconvenience to Tenant.

5. Maintain Instructional Technology equipment and software.

6. Provide and maintain telephone services.

7. Provide any marketing services needed.

8. Provide WIFI and Internet services.

D. Members agree that this Agreement is the complete agreement between the Forest City Public Library and Waldorf University. Nothing further may be utilized to explain, contradict or nullify the Agreement. Each member has had ample opportunity to seek independent advice with regard to its terms.

E. Capital Improvements and/or Depreciation to the Luise V. Hanson Library: replacing Air Conditioning, or Roof, when and if needed. Costs will be shared equally by both parties.

ARTICLE X JURISDICTION AND VENUE

In the event of legal disputes that arise between the members, the members hereby consent and agree to the jurisdiction of the State of Iowa and the venue in Winnebago County, Iowa. All legal disputes shall be decided according to the laws of the State of Iowa.

ARTICLE XI ARTICLE HEADINGS

The article headings contained in this Agreement are for reference purposes only and shall not affect the meaning or the interpretation thereof.

**ARTICLE XII
AMENDMENTS**

As required by Section 28E.8, Code of Iowa, this Agreement shall not take effect until it is electronically filed with the Secretary of State. Amendments to the Agreement may be introduced at meetings of the Joint Library Advisory Committee. Approved amendments will be presented to the City of Forest City Council and the Board of Trustees of the University. Both the Council and Board must approve the amendment for it to be incorporated into the agreement. Amendments shall be filed with the Secretary of State and recorded in the office of the Winnebago County Recorder, Forest City, Iowa.

Approved and adopted by the following public agencies:

1. City of Forest City

Signatures:

2. Waldorf University

Signatures: