

28E AGREEMENT BETWEEN
NEW HAMPTON COMMUNITY SCHOOL DISTRICT BOARD OF EDUCATION
AND
CHICKASAW WELLNESS COMPLEX, INC. GOVERNANCE BOARD

This 28E Agreement (hereafter referred to as the “Agreement”) is entered into pursuant to the provisions of Chapter 28E, 2022 Code of Iowa, this 19th day of September, 2022 between the New Hampton Community School District Board of Education, 710 West Main Street, New Hampton, Iowa and Chickasaw Wellness Complex Incorporated Governance Board. This agreement replaces the previous agreement dated June 18, 2010.

Article I

PURPOSE

The purpose of this Agreement is to define the relationship between the New Hampton Community School District Board of Education (hereafter referred to as the Board of Education) and the Chickasaw Wellness Complex, Inc. Governance Board (hereafter referred to as the Governance Board) in order to facilitate the effective and efficient operation of the Chickasaw Wellness Complex facility and to adequately protect the New Hampton Community School District from having to absorb any financial obligations resulting from operation of the Chickasaw Wellness Complex beyond those described in the annual usage agreement.

1. The New Hampton Community School District is the owner of the Chickasaw Wellness Complex located on the School District’s property at 710 West Main Street. The Chickasaw Complex includes the building itself, the ground immediately adjacent to the building, and the asphalt surface surrounding the Chickasaw Wellness Complex which is specifically set off for the use of the facility.
2. The Governance Board governs and operates the Chickasaw Wellness Complex as an independent nonprofit business under its bylaws and within the guidelines established in this Agreement and consistent with the expectations established for any or all lawful businesses for which a corporation may be organized under the Iowa Nonprofit Corporation Act, as well as specifically to:
 - a. Promote memberships and establish membership fee structure for the Chickasaw Wellness Complex;
 - b. Promote wellness activities within Chickasaw County
 - c. Promote wellness activities for all members and student users of the facility consistent with the expectations of the School District’s activities program and educational goals;

- d. Promote investment in the facilities and/or equipment to enhance the appeal to all members and maintain and/or improve members' wellness;
- e. Develop hours of operation and establish priorities for building use including rental fees and approval of rental agreements;
- f. Ensure that the Chickasaw Wellness Complex maintains a positive financial operation and adequate cash flow.

Article II Terms of Occupancy

The Governance Board as a nonprofit corporation shall use the premises only for the operation of a recreational facility for the benefit of residents of and visitors to the county and the school district. Further, the school district will have the ability, through the activities director, to make suggestions for the use of the facility as it impacts the school district. The New Hampton Community School District Board of Education will appoint one member of the five-member Chickasaw Wellness Complex Governance Board.

The parties agree to the following:

1. **DURATION:** This agreement shall commence on the 1st day of October, 2022 and shall continue until the 30th day of June, 2024. It shall renew automatically for two year terms unless terminated by either party as provided in Article III of this agreement.
2. **SCHOOL DISTRICT RESPONSIBILITIES:** The School District shall:
 - a. Insure the building and its contents for its full insurable value;
 - b. Maintain its property adjoining the Chickasaw Wellness Complex in a manner to be compatible with the operation of a fitness/recreation center;
 - c. Mow the lawn of the Chickasaw Wellness Complex and remove snow and ice when needed from the sidewalks and parking areas and assure that all entrances and exits of the building, walkways, and parking lots are maintained in a safe condition in order to provide safe access to members of the public using the facility;
 - d. Maintain all structural components of the building and improvements;
 - e. Provide access to the Internet and routine maintenance on computers;
 - f. Pay user fees in the amount of \$3,600 (\$300 per month) per school year based on the amount of current student participation. (The district will also be allowed 10 free rentals for grade level/classroom activities during each school year).
 - g. Establish in cooperation with the Governance Board a building maintenance fund, and contribute \$1,000 to this fund annually. No project to be funded from the maintenance fund is to be started without the approval of the Board of Education and the Governance Board and all disbursements from the fund will be made with the approval of both the Board of Education and the Governance Board.

3. **CHICKASAW WELLNESS COMPLEX INCORPORATED GOVERNING BOARD RESPONSIBILITIES:** The Chickasaw Wellness Complex Governing Board shall:
 - a. Ensure that its income will offset the costs of operating the Chickasaw Wellness Complex programs and services;
 - b. Provide \$2,000 per year to the building maintenance fund;
 - c. Ensure that it will continue the special arrangements to reserve space for the use of New Hampton Community School District's students/athletes as described in the New Hampton Community School District/Chickasaw Wellness Complex annual usage agreement.
 - d. Insure any of its personal property for the full insurable value and shall obtain commercial/general liability insurance in the amount of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate. This policy shall be endorsed to the School District as an additional insured.
 - e. Maintain the premises in a reasonable safe, serviceable, clean, and presentable condition and to perform all regular maintenance including regular inspections, filter changes, etc., for all interior equipment including but not limited to plumbing, heating, wiring, air conditioning, and interior walls. The Governing Board will also be responsible for minor repairs to these items. Any major repairs to the interior or exterior, including exterior walls, foundation, sewer, plumbing, heating, wiring, air conditioning, windows, parking area, driveways, sidewalks, and exterior decorations and interior decorations will be paid for to the extent funds are available from the building maintenance fund. The Governing Board also agrees not to make any structural changes or alterations to the premises without prior written consent from the school district.
 - f. Pay for all utilities and services which may be used on the premises except what has been noted in this agreement,
 - g. Notify the School District maintenance staff if snow removal is necessary and has not been accomplished.
 - h. Assume responsibility in all aspects for the maintenance and management of the facility. If any litigation arises from that function, the Governance Board will indemnify and hold harmless the Board of Education from and against any liability or loss with respect to claims and suits of any kind, including but not limited to liability or loss with respect to claims and suits seeking damages for death or injury to employees or others, or for damages to or destruction of property, or with respect to claims or suits of any kind predicated on or arising out of the Governance Board's operation of its business.

4. **DAMAGE:** In the event of damages to the premises, so that the Governance Board is unable to conduct business on the premises, the Agreement may be terminated at the option of either party.

5. NOTICE OF DEFAULT: In the event of default by either party, the party not in default shall give written notice to the party in default, allowing 30 days to correct the default. If the default is not cured, the non-defaulting party may seek to terminate the Agreement and/or pursue any other remedy available under the law.
6. NOTICES AND DEMANDS: All notices shall be given to the parties as follows:
 - a. The New Hampton Community School District Board of Education at the Office of the Superintendent, 710 West Main Street, New Hampton, Iowa 50659
 - b. Chickasaw Wellness Complex, Inc., notice shall be given to the Chickasaw Wellness Complex, Inc. Director and President of the Governance Board, 1050 West Hamilton Street, New Hampton, Iowa 50659
 - c. All notices shall be in writing.

Article III Renewal and Termination

Unless terminated, this Agreement shall be renewed automatically for successive terms of two years, each from the effective date of July 1st of the first year of the renewed term. This Agreement may be terminated by either party by giving the other party notice of its intention to withdraw, said notice being delivered to the other party not later than ninety (90) days prior to the renewal of June 30. Upon notice of termination, no party shall incur any obligation that would be effective beyond the intended termination date.

Article IV Amendment

This Agreement may be amended by mutual consent of the parties provided that the amendment is in writing, signed by the parties, and attached to this Agreement.

Article V Severability

If any part is declared invalid, such invalidity shall not affect the remainder of the Agreement.

This Agreement shall be binding upon the parties and their successors-in-interest.

Executed this _____ day of _____, 2022, on behalf of the Chickasaw County Wellness Complex.

By: Jeff Henn
Chairman of the
Chickasaw Wellness Complex

Executed this _____ day of _____, 2022, on behalf of the New Hampton Community School District.

By: Jay Matthews, President
Board of Education
New Hampton Community School District