

**28E AGREEMENT FOR MANAGEMENT SERVICES  
BETWEEN THE CITY OF BLOOMFIELD, IOWA, THE MUTCHLER COMMUNITY CENTER  
COMMISSION,  
AND DAVIS COUNTY, IOWA**

**THIS AGREEMENT FOR SERVICES** (hereinafter referred to as the "Agreement") is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2022 between the City of Bloomfield, Iowa (hereinafter referred to as the "City"), the Mutchler Community Center Commission (hereinafter referred to as the "Commission"), and the Davis County Board of Supervisors (hereinafter referred to as the "County"). These entities, in total or separately, constitute the stakeholders of this Agreement.

**WHEREAS**, the City is a Municipal Corporation under the laws of the State of Iowa and

**WHEREAS**, the Commission was established pursuant to a 28E Joint Agreement entered into by the City and Davis County, Iowa, on December 11, 1996, with revisions in 1997 and 2001, in order to construct, operate, and maintain the Mutchler Community Center (hereinafter referred to as MCC) located in Bloomfield, Iowa, and

**WHEREAS**, the Commission desires to enter into this Agreement with the City for the purpose of employing a Recreation Director for the Center. The execution of this Agreement for management services will not supersede or alter the 1996 28E Joint Agreement nor will amendments or modifications to one hinge upon amendments or modifications to the other.

**NOW, THEREFORE**, it is agreed as follows:

**TERM AND TERMINATION:**

This Agreement shall commence on July 1, 2022, and shall continue for one (1) year through June 30, 2023, and thereafter from year to year unless terminated as provided herein.

**I. CITY RESPONSIBILITIES:**

**A. Recreation Director:**

The City will provide management and administrative services for the Center by means of a Recreation Director for purposes of this Agreement. The Recreation Director shall be an employee of the City who reports to the City Council, and, as such, is subject to the City's established personnel policies and consequences. The Recreation Director shall not have employee status with the Commission or the County. When a Recreation Director is hired, s/he will be subject to a one-year probationary period with the City.

## B. Recreation Director's Duties/Services:

The Recreation Director, employed by the City for purposes of this Agreement, shall perform under the direction of the City, the following duties/services, from the job description approved by the City Council:

1. Reviews operational structure, determines staffing needs, and allocates duties to ensure coverage of the Center's programming activities and events. Creates and sustains a cross training program to ensure sufficient coverage of all duties, including during absences.
2. Leads efforts in developing revenues through efforts such as new and expanded programming, fundraising and grant applications.
3. Attends all regularly scheduled Commission meetings and City Council meetings.
4. Reviews administrative support structure, determines staffing needs, and allocates duties to ensure coverage of bookkeeping and recordkeeping duties. Creates and sustains a cross-training program to ensure sufficient coverage of all duties, including during absences.
5. Formulates an annual budget, oversees accounting of Center expenses, tracks compliance with budget, approves discretionary spending, and provides monthly accounting and status reports to the Commission and the City Council.
6. Supervises Center staff and approves employee timecards.
7. Oversees facility maintenance and initiates work orders as needed. Collaborates with the Commission on facility repairs, reconfigurations, and/or other construction projects.
8. Ensures safe and uniform training for each position and will establish and maintain a training manual with standard operating procedures.
9. Participates in continual learning through individual study, seminars, and conferences to fulfill job functions, in some cases requiring travel, as approved by the Council and the Commission.
10. Meets with community and business groups to establish community partnerships.
11. Communicate clearly, both orally and in writing.
12. Other duties as assigned by the Council.

## C. Policies for Service Delivery

1. The City shall maintain written policies and procedures relating to the delivery and performance of the services to be provided hereunder. If a need arises to change any of the current policies and procedures, the changes shall be mutually agreed upon by the City and the Commission and put into writing for signatures of both parties within ninety (90) days.
2. The City shall keep all records, reports, and memoranda compiled in the delivery and performance of the services to be provided hereunder that are required by statute or administrative rule, or required by the terms and conditions of any grant or other program with the appropriate governmental unit or other authority or agency requiring the same; and shall provide copies of such to Commission on a quarterly basis.

3. The City shall provide any necessary licenses, permits, or other authority required for the Recreation Director to perform his/her duties hereunder and shall furnish proof thereof at the request of the Commission.
4. The City shall have the right to determine the method and means to the most efficiently discharge the services imposed on it by this Agreement, subject to the rights and duties of the Commission to review and make recommendations to the Recreation Director and the City Council. The City shall have the ultimate responsibility for the Recreation Director, including, but not limited to, decisions regarding hiring, evaluation, discipline, and discharge or termination.

## **II. COMMISSION RESPONSIBILITIES:**

### **A. Facilities, Equipment, and Personnel**

1. The Commission shall provide the necessary facilities, equipment, utilities, upkeep and maintenance to the facilities devoted to carrying out the purposes and duties of this Agreement.
2. Other than the Recreation Director, the Commission shall have the ultimate responsibility for hiring, evaluating, and discharging or terminating employees for the Center. That responsibility shall include paying for the said employee's salaries.
3. As per the terms of the 1996 28E Agreement for the Center, other than the funding for the Recreation Director as contained herein, the Commission shall have the fiduciary responsibility for all other operating expenses for the Center.

### **B. Funding for the Recreation Director**

1. The Commission shall have no financial contribution to the salary and benefit costs for the Recreation Director.
2. The County shall make twelve (12) monthly payments of \$2,168.52 to the City, payable on the first bill paying date of each month, to assist with the salary and benefit costs for the Recreation Director. The County shall commence making the said payments on July 1, 2022, and each month thereafter. These payments are not intended to represent the payment by the County to the Recreation Director of salary or benefits and is expressly intended to reimburse costs but not to make the Recreation Director a joint employee of the City and the County.
3. The payment will be figured by totaling the annual salary, the cost of all benefits, and the IPERS contribution. That amount will be paid by the City (60%) and the County (40%). The annual salary increase for the Recreation Director shall not exceed 4% unless expressly approved in writing by the County.

The amount of the monthly payments will be adjusted each January when changes in the City's costs of benefits take effect and each July when any salary increase takes effect. The City shall provide 30 days' written notice to the County regarding the adjustments.

4. Performance evaluations will be completed by the City Administrator, after gathering the input of the Commission as well as the City Council. Raises will be based on the performance of the employee.
5. Contributions or grants received by the City for funding the salary of the Recreation Director shall go to the City and shall not be used to offset the monthly contribution to the Recreation Director's salary by the County.
6. The Commission shall work with the City to identify and maximize revenues from alternative funding sources to ensure a competitive salary package for the Recreation Director.
7. Failure of the County to make monthly payments in accordance with Paragraph II.B.1 above, shall render this Agreement null and void, except any amounts then due to the City shall still be due and legally collectible.

#### C. Other Duties of the Recreation Director

The Commission understands that the Recreation Director will have other duties and responsibilities for the City outside of this Agreement in that the Recreation Director will also serve as the Recreation Director for the City's Parks & Recreation Department.

#### **III. NO JOINT EMPLOYMENT BY COUNTY:**

It is the express agreement of the City and the County that the Recreation Director is not and shall not be considered jointly employed by the City and the County. The County has no power to direct, control or supervise the Recreation Director or to hire, fire or modify the employment conditions of the Recreation Director. The County has no responsibility to directly pay the salary or provide the benefits of the Recreation Director, to provide workers' compensation benefits or to pay federal and state withholding taxes.

The City agrees to indemnify and hold the County harmless of any claims asserted by the Recreation Director for wages or benefits arising out of the performance of the duties outlined in this Agreement.

#### **IV. CONTROL OF THE COMMISSION/CITY:**

This Agreement is in no way intended to place the Commission under the control or supervision of the City. Nor is it intended to place the City under the control or supervision of the

Commission. The sole purpose of this Agreement is to contract for certain services and to provide for fixing the amount of payment for those services identified in this Agreement.

#### **V. TERMINATION OF AGREEMENT:**

This Agreement may be terminated at any time within the term of this Agreement if any party fails to comply with the terms of the Agreement. If any party hereto asserts that another party has not complied with the Agreement, the party shall give a written ninety (90) day notice by certified mail, specifying the deficiencies to be performed by the defaulting party. At the end of the ninety (90) day period, if the deficiencies have not been corrected, this Agreement shall be terminated, except all funds earned shall be due and payable to the City. If the parties cannot agree as to whether substantial compliance has been had by any defaulting party after notice has been given, the City shall appoint an arbitrator and the arbitrator shall make such determination which shall be binding and final on all parties.

Any party may terminate this Agreement at the end of any fiscal year, provided the terminating party gives written notice to each of the other parties of the intention to terminate this Agreement at least 90 days' before the effective date of the termination.

#### **VI. MISCELLANEOUS:**

1. Severability

If any of the provisions of these articles are held to be invalid, such invalidity shall not affect other provisions or applications of these articles, and to this end, the provisions of these articles are declared severable.

2. Authority

This Agreement is made pursuant to the provisions of Chapter 28E of the Code of Iowa and accordingly, before entry into force, the City shall cause this Agreement to be filed with the Secretary of State.

3. Waiver

The failure of a party to object to or take affirmative action with respect to any conduct of another party that is in violation of the provisions of this Agreement shall not be construed as a waiver of that violation or of any further violations of the provisions of this Agreement.

4. Entire Agreement

This Agreement constitutes the entire Agreement between the parties with respect to the matters contained herein and supersedes all prior proposals, negotiations, representations and other communications between the parties.

5. Choice of Law

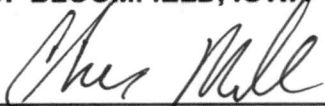
This Agreement shall be interpreted under the laws of the State of Iowa. The City and Commission consent to the jurisdiction of the Iowa District Court for Davis County for all matters relating to this Agreement.

6. Amendments

No amendment or modification of the terms of this Agreement shall be effective unless contained in a writing signed by all parties.

IN WITNESS WHEREOF the parties have executed this Agreement on this \_\_\_\_ day of \_\_\_\_\_, 2022.

**CITY OF BLOOMFIELD, IOWA**

By:   
Title:

**MUTCHLER COMMUNITY CENTER COMMISSION**

By: \_\_\_\_\_  
Title:

**DAVIS COUNTY, IOWA**

By: \_\_\_\_\_  
Title: