

~~Joint Powers Agreement~~ **Addendum A** **Hastings Senior Center Program**

The City of Hastings ("City") and Hastings Independent School District 200 ("School District"), under the authority of the Independent School District 200 and City of Hastings Joint Powers Agreement ("JPA") dated January 1, 2018, agree to jointly support the Hastings Senior Center Program, located in Tilden Community Center, 310 River Street, Hastings, Minnesota. It is the intention of both parties to share responsibly in the operational and maintenance costs of the Hastings Senior Center Program as outlined in this Addendum Agreement ("Agreement").

1. ~~Duration~~ **Term & Termination:**

- This Agreement shall be effective on the date of the signature of the last party to sign this Agreement and may be terminated by either the City or School District with 1 year notice ~~expires on December 31, 2027. This Agreement shall Two years with renewal commencing on January 1, 2018, and terminate on (Insert date two years from execution of JPA), subject to termination or amendment upon twelve (12) months (preferred (24) month) written notice based on fiscal year.~~ This Agreement may be extended upon the written mutual consent of the parties for such additional periods as they deem appropriate and upon the same terms and conditions as stated herein.
- This Agreement may be terminated by either party upon 180 days' written notice delivered to the other party at the addresses listed in Article 11 of the JPA in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The non-performing party shall have thirty (30) calendar days from the date of the termination notice to cure or submit a plan for cure that is acceptable to the other party.

2. **School District Responsibilities:**

- Provide, operate, maintain, and care for the area currently occupied by the Hastings Senior Center Program at Tilden Community Center.
- Employ a Coordinator for the Hastings Senior Center Program, pay all costs and assume all responsibility relating to employment, including: compensation; insurance benefits; retirement; workers compensation and liability insurance.
- Maintain all financial records and pay all bills relating to this joint endeavor ~~the parties~~ **responsibilities outlined in this Agreement.**
- Provide a financial accounting of operational costs to the JPA Joint Powers Committee at least ~~twice (2) times each year during the term of this Agreement.~~
- Provide annual budget estimates for Senior Center operation to City prior to July 1st ~~annually of each year~~ for inclusion in City budget process.
- Submit an invoice for payment ~~of the City's of its~~ portion of **maintenance and** operational costs **as outlined in Section 3 below** no later than January 1st of each year. These costs will be final, audited expenses for the prior ~~Fiscal Y~~ year.
- ~~Expenses~~ **The maintenance, operation or additional costs covered in their entirety by the District under this Agreement are as follows:**
 - Community Education Director's salary (including benefits)
 - Administrative Assistant's salary (including benefits)
 - Electricity
 - Garbage
 - Water/Sewage
 - Natural Gas
 - Lawn Care

- Snow Removal
 - Insurance
- The Expenses shared with City are as follows:
 - Senior Center Coordinator (salary and benefits)
 - Custodian (salary and benefits)
 - Phone
 - Postage
 - Copiers
 - Staff Travel
 - Contracted printing
 - General Supplies
 - Non-Instructional Tech devices
 - Dues/Membership/License/Fees
 - ARUX fees (credit card fees)
- ~~If additional costs and expenses are incurred in addition to those covered by the District under this Section or those shared with the City as outlined under Section 3, the parties shall will be considered each expense on a case by case basis, with both parties agreeing as to which party (or both parties) shall pay for the expense in its entirety or share the expense. ¶~~

3. **City Responsibilities:**

- City agrees to be a responsible financial partner with the District, ensuring the success of the Senior Center Program.
- With City Council approval, the City shall annually contribute fifty percent (50%) of the actual operating and maintenance costs for the Senior Center Program annually.
- Operating costs include Senior Center Coordinator salary and benefits, custodial costs, and seasonal brochure printing costs.
- City will annually review costs estimates annually for its responsibilities under this Agreement and will include them as part of the City's annual budget.
- Remit payment to School District no later than April 1st each year.
- The Expenses shared with School District are as follows:
 - Senior Center Coordinator (salary and benefits)
 - Custodian (salary and benefits)
 - Phone
 - Postage
 - Copiers
 - Staff Travel
 - Contracted printing
 - General Supplies
 - Non-Instructional Tech devices
 - Dues/Membership/License/Fees
 - ARUX fees (credit card fees)

4. **Additional Expenses**

Any expenses that are not listed above will be considered on a case by case basis by the Joint Powers Steering Committee.

54. Fiscal Year Explanation:

- School District operates on a July 1st – June 30th Fiscal Year.
- City of ~~Hastings~~ operates on a January 1st – December 31st Fiscal Year.
- School District invoice provided by January 1st of each year annually is for the prior Fiscal Year.
 - **Example:** School district FY 2024-25 ~~15-16~~ invoice submitted to City by January 1st 2026 ~~17~~.

~~Add Signature Block~~

IN WITNESS WHEREOF, the City and School District agree to be bound by the terms and conditions of this Agreement as well as all terms and conditions of the JPA, which are hereby incorporated by reference.

CITY OF HASTINGS

Mary Fasbender, Mayor

Kelly Murtaugh, City Clerk

Date

INDEPENDENT SCHOOL DISTRICT NO. 200

Dr. Tammy Champa, Superintendent

Date