

**CHAPTER 28E AGREEMENT
FOR THE CONSTRUCTION AND SHARED USE OF A
RECREATION AND WELLNESS CENTER**

This Chapter 28E Agreement (this “Agreement”) is made and entered into the _____ day of _____ 2023, by and between the College Community School District (the “District”), and the YMCA of Cedar Rapids (the “YMCA”).

WHEREAS, the District is a school corporation organized and existing under the laws of the State of Iowa and is a public agency as defined in Iowa Code Chapter 28E; and

WHEREAS, the YMCA is an Iowa non-profit corporation organized and existing under the laws of the State of Iowa and is a private agency as defined in Iowa Code Chapter 28E; and

WHEREAS, the District desires to construct a recreation and wellness center (the “Project”) on real estate owned by the District located directly west of Prairie Heights Elementary on 76th Ave., Cedar Rapids, Iowa (the “School Property”); and

WHEREAS, the YMCA desires to contribute to the operation, and maintenance of the Project in exchange for the District’s agreement to permit the use of the Project by members of the YMCA; and

WHEREAS, the District may authorize the use of its facilities for community recreational activities under Iowa Code § 297.9; and

WHEREAS, the District and the YMCA find that joint and cooperative action will be to their mutual advantage and will promote more efficient and expanded use of school buildings and equipment as contemplated by Iowa Code § 276.2; and

WHEREAS, a public agency may enter into an agreement with a private entity for joint and cooperative action pursuant to Iowa Code Chapter 28E; and

WHEREAS, the District and the YMCA believe that an agreement pursuant to Chapter 28E of the Iowa Code should be entered into to govern to the construction, operation, and maintenance of the Project.

NOW, THEREFORE the District and the YMCA agree as follows:

1. Duration of Agreement. The duration of this Agreement shall be for an initial term of ten (10) years, commencing with the date of filing of this Agreement with the Iowa Secretary of State in accordance with Iowa Code 28E.8. This Agreement shall automatically renew for an additional five (5) year term unless either party gives written notice to the other of their intent not to renew the Agreement at least 24 months prior to the end of the initial ten (10) year term.
2. Purpose. The purpose of this Agreement is to facilitate the joint exercise of the parties’ respective powers to fund, construct, operate, maintain, and share in the use of a recreation

and wellness center for the benefit of the District's students, District residents and the YMCA's members, subject to the terms and conditions set forth herein.

3. Administration.

A. No Separate Entity. No separate legal or administrative entity shall be created for the governance or administration of the terms or subject matter of this Agreement.

B. Ordinary Administration. Except for certain matters specified herein, this Agreement shall be administered on a day-to-day basis by the Superintendent, or the Superintendent's designee, on behalf of the District and the YMCA CEO/President, or the YMCA CEO/President's Designee, on behalf of the YMCA.

C. Joint Governing Council. Certain matters, as specified in this Agreement, will be decided by the Joint Governing Council of Directors (the "Governing Council").

i. Composition. The Governing Council shall include five (5) members consisting of: 1) Board President of the District; 2) Superintendent of the District; 3) Board President of the YMCA; 4) CEO/President of the YMCA; and 5) An individual to be selected by the other four members of the Governing Council and who shall be a YMCA member AND a resident of the College Community School District.

ii. Authority. The Governing Council shall have the following responsibilities:

1. Advise the Superintendent and YMCA CEO/President in connection with the planning and operation of the Project.
2. Provide input to the YMCA on the hiring of the branch executive director. However, such person shall be an employee of the YMCA and the YMCA shall be the ultimate decision-making body for this hire.
3. Resolve disputes between the YMCA and the District arising under this Agreement. When a dispute is submitted to the Governing Council for resolution, its determination shall be binding during the term of this Agreement.
4. Make decisions specifically delegated to the Governing Council under this Agreement or jointly delegated to the Governing Council by the District Superintendent and YMCA CEO/President.
5. Meet regularly during planning, construction, and furnishing of the Project to facilitate communication and cooperation between the District and the YMCA.
6. Meet regularly to facilitate communication and cooperation between the District and the YMCA in the performance of the parties' obligations under this Agreement.

7. Review and approve the Maintenance Budget and Maintenance Schedule under Section 8(B)(i).

8. Allocate revenues from the Project under Section 8(C).

iii. Non-Liability of Members of the Joint Governing Council. No member of the Governing Council shall be personally liable for a claim based upon an act or omission of the person performed in the discharge of the person's duties, except for acts or omissions which involve intentional misconduct or knowing violation of the law, or in a transaction from which the person draws an improper personal benefit. Provided, however, that nothing in this Agreement shall be construed as constituting the waiver of any immunity from liability available to the parties, the Governing Council, or their officer, employees, agents, members, or volunteers pursuant to any applicable provision of law.

iv. Indemnification. The District and the YMCA shall, jointly and severally, defend, indemnify, and hold harmless the members of the Governing Council from any and all claims, demands, causes of action, suits, settlements, and any other claimed damages, to include reasonable attorney's fees, investigative fees, suit fees and other costs associated therewith, arising out of implementation of this agreement except those resulting directly from intentional misconduct or knowing violation of the law, or in a transaction for which the Governing Council derives an improper personal benefit.

D. Advisory Council. Joint approval of Advisory Council members by both the YMCA and District Boards is required. The ideal composition of this Advisory Council shall consist of District residents with attention to location of residence within the District and YMCA membership status.- Recommendations for an Advisory Council shall be presented by the Governing Council to serve 2-year terms.

i. Purpose. -The Advisory Council shall meet biannually with the purpose of advising the Governing Council on capital improvements and/or upgrades to the Project or any other purposes as given to the Advisory Council by the Governing Council.

4. Property.

A. Real Estate. All real estate necessary for the construction and operation of the Project is currently owned by the District and shall remain the property of the District during the term of this Agreement and following termination or expiration hereof.

B. Project. The Project to be constructed pursuant to this Agreement shall be owned by the District during the term of this Agreement and following termination or expiration hereof. The Project shall include interior build out and finish, and additional fixtures and improvements including, without limitation, pool equipment and infrastructure, bleachers, scoreboards, basketball goals, lockers, bathroom and shower plumbing and fixtures, gymnasium partition curtains, gymnasium flooring, and gymnasium wall padding.

- C. Furniture and Equipment. The YMCA shall provide and pay for all furniture and equipment for the Project that are necessary and appropriate to operate the Project as a recreation and wellness center, beyond those items specified in Section 4(B), including fitness and cardio equipment, computers, office equipment and furniture, weights, lobby furniture and YMCA program equipment. All furniture or equipment provided by the YMCA shall be documented, in detail, on a separately maintained manifest that is subject to the review and approval of both parties. The YMCA shall retain ownership over all furniture and equipment documented on the manifest and shall be entitled to remove the same upon termination or expiration of this Agreement as specified in Section 9 of this Agreement.
- D. District Owned Fields. The YMCA shall be provided usage of District fields for its outdoor programming and shall work within the District's policy structure for access and field usage- Applicable fee structures shall apply for said use in accordance with District Board Policy.

5. Planning and Construction of the Project.

- A. Planning of the Project.
 - i. Professional Consultants. The District shall contract with, and pay the fees and expenses of, any professionals the District determines are necessary or advisable to develop appropriate plans and specifications for the Project.
 - ii. Design of the Project. Any consultant contracted by the District under Section 5(A)(i) will have his or her work directed by the District. The District shall seek input from and consult with the YMCA in the design of the Project. Final plans and specifications of the Project shall be subject to the approval of the District's Board of Directors.
- B. Construction of the Project. Once final plans and specifications have been properly approved in accordance with this Agreement, the District will commence a public bidding process pursuant to Iowa Code Chapter 26 to obtain general contractor services for the Project. The District shall contract with the general contractor and shall be responsible for the payment of all invoices approved for payment when due. The Project shall not be considered complete until the District's Board of Directors passes a resolution designating their final acceptance of the Project.

6. Use of the Project.

- A. Access to the Project. Authorized officials and employees of both parties shall have access to the Project 24 hours a day, 7 days a week. Upon completion of the Project, the District shall provide the YMCA with any keys or codes necessary to allow authorized YMCA officials and employees such continuous access. Any such keys or codes shall be returned to the District upon expiration or termination of this Agreement.

- B. District Use of the Project. The District shall have priority use of the competition pool/diving area plus multi-sport area for District-operated activities, which shall not include club team activities. The District shall also have weekly access to the Project for after school and summer childcare programs. The District and YMCA shall work to jointly schedule these activities annually by July 1 and said schedule, once completed, shall be attached hereto as Exhibit A. The District shall provide supervisors, staff, and instructors for all programming it holds at the Project. Upon reasonable request from The District, the YMCA shall assist with student supervision and needed support services. To the extent permitted by law, the District shall indemnify, defend, and hold harmless the YMCA from any and all liabilities, losses, damages, claims, and expenses, including reasonable attorney's fees, incurred by YMCA, arising from such assistance. Upon reasonable request from the YMCA, the District shall assist with student supervision and discipline. The YMCA shall indemnify, defend, and hold harmless the District from any and all liabilities, losses, damages, claims, and expenses, including reasonable attorney's fees, incurred by the District, arising from such assistance.

The District shall have first priority to run the café/concessions at the facility as part of its school work-study programs and District shall retain all proceeds made from the café/concessions, unless other arrangements are mutually agreed upon by the parties. The District shall purchase/lease and maintain at its sole cost and expense all equipment and supplies in café. The YMCA will provide custodial services for the café/concessions areas.

C. YMCA Use of the Project.

- i. YMCA Use. The YMCA shall be permitted to operate the Project as a membership-based recreation and wellness center open to dues paying members, subject to the District's priority use specified in Section 6(B) above. The YMCA shall provide supervisors, staff, and instructors for all of its programs, including a manager to oversee the operation of the Project under Section 3(C)(ii)(2) of this Agreement. The YMCA shall involve the Governing Council for the consideration of District input prior to selection of the manager. The YMCA shall have priority use of the Project for all uses, except for the activities described in paragraph 6(B) of this Agreement, for which the District will have priority use.
- ii. Collection of Use Fees by YMCA. The YMCA may set and charge use fees, program fees, and membership fees for the use of the Project by members of the public. The YMCA shall have discretion to create or set rates for any daily pass/guest usage. The District taxpayers and all District employees (regardless of their residency) shall receive a 30% discount on YMCA membership at the Project. Notwithstanding the foregoing, the YMCA may not charge any fees to any person participating in or attending a District sponsored activity, including team or individual sports associated with the District. For the first five (5) years of operation of the project, the YMCA shall retain all revenues from the Project. Beginning in year six (6) of the Project, the YMCA shall pay twenty percent (20%) of profits (which shall mean revenue that exceeds such year's actual expenses) to the District. The District shall

use such revenue to benefit the Project, but the specific use of such funds shall be in the District's reasonable discretion. The District shall consult with the Advisory Board in making such decisions.

D. Development of Schedule for Use. Beginning no later than June 1 of each year during the term of this Agreement, representatives of the parties shall meet to develop a schedule for use of the Project for the next fiscal year prior to July 1. The schedule for use shall comply with the requirements of this Section 6, including each party's priority use areas. If the parties are unable to come to an agreement on a joint use schedule, each party shall submit their proposed joint use schedule to the Governing Council which shall make a final determination on the joint use schedule. In arriving at its decision, the Governing Council shall weigh the ability of the YMCA to operate the Project as a financially self-sustaining, membership-based recreation and wellness center against the programming needs of the District. The Governing Council shall also consider the terms of this Agreement and the intent expressed thereby.

E. YMCA Use of District Parking. The YMCA shall have the right to use parking spaces now present or hereafter constructed upon the School Property for the parking of vehicles of its employees, members, and invitees working at or using the Project when such use does not interfere with regular District operations, provided at all times the YMCA shall have available to it sufficient parking spaces reasonably necessary for its operation. The District reserves the right to designate specific parking spots for use by the YMCA under this Section.

F. Restrictions on Use. The parties shall not use, or permit the use of, the Project for any purpose which would adversely affect the value or character of the Project or cause the School Property to lose exempt status for real estate tax purposes. The YMCA's use of the Project shall be subject to the District's Facilities Use Policy, as amended from time to time during the term of this Agreement. The District's use of the Project shall be subject to the YMCA's Facilities Use Policy, as amended from time to time. A copy of the current policy shall be provided to District, along with any amendments that may be subsequently approved. Both parties shall comply with, and shall ensure their employees, contractors, and invitees comply with, all laws, rules, regulations, and policies (including District and YMCA policies) applicable to the maintenance, operation, and use of the Project.

7. Operation, Maintenance, and Repair of the Project.

A. Operation of the Project. The YMCA shall, at its own expense, be responsible for the day-to-day operations of the Project, including staffing the Project and custodial services necessary to keep the interior of the Project in a clean, safe, and usable condition.

B. District Maintenance, Repair, and Replacement. The District shall, at its own expense, maintain, repair, and replace the roof, exterior walls, pool system and related equipment, windows, and grounds included in and surrounding the Project. The District may determine, in its sole discretion, whether maintenance,

repair, or replacement is appropriate under this Section 7(B) in any specific instance.

- C. YMCA Maintenance. The YMCA shall be responsible for the maintenance (including minor repair but not major repairs or replacement) of the interior of the Project, including interior walls and fixtures, plumbing and electrical systems, and HVAC systems. The YMCA shall maintain the interior of the Project in the same quality, completeness, and condition as it existed at the time of final acceptance of the Project, excepting only reasonable wear and tear from the careful use thereof and damage by insured casualty.
- D. Interior Repair and Replacement. The District shall, at its own expense, be responsible for the major repair or replacement (but not minor repair and maintenance) of the interior of the Project, including interior walls, plumbing and electrical systems, pool system, and HVAC systems and controls. The District may determine, in its sole reasonable discretion, whether major repair or replacement is required under this Section 7(D) in any specific instance.
- E. Utilities. The District shall, at its own expense, provide separately metered utility service connections to the Project, including, but not limited to, water, sewer, electricity, natural gas, telephone, and cable services. The YMCA shall contract and pay for all utilities consumed at the Project, including, but not limited to, water, sewer, electricity, natural gas, telephone, internet, and cable services. The YMCA shall have its own IT Network and Wi-Fi for security for the Project. The YMCA shall provide the District access to security footage as needed upon reasonable request.
- F. Lawn Care and Snow Removal. The District shall perform all mowing on the Property and shall perform snow and ice removal of the parking lot. YMCA shall be responsible for snow and ice removal on and around door and sidewalk areas.
- G. Furniture and Equipment. The YMCA shall maintain, repair, and replace all furniture and equipment that the YMCA furnishes for the Project. The YMCA may determine, in its sole reasonable discretion, whether maintenance, repair, or replacement is required under this Section 7(G) in any specific instance.
- H. Alterations and Improvements. The YMCA may make alterations to the interior of the Project, subject to the following conditions:
- i. No change or alteration may be made which might impair the structural soundness or diminish the value of the Project.
 - ii. The YMCA must provide plans and specifications for the District to review and approve before any alteration may be commenced.
 - iii. Any improvement to the Project shall become the absolute property of the District upon termination or expiration of this Agreement without any payment by the District to the YMCA.

- iv. The cost of any approved alteration or improvement shall be at the YMCA's sole expense unless otherwise agreed by the District.

8. Financing of the Project.

- A. Design and Construction of the Project. The District shall be responsible for all financing of the design and construction of the Project.
- B. Operation, Maintenance, Repair, and Capital Improvements.
 - i. YMCA Operation, Maintenance, and Repair Costs. The YMCA shall be responsible for all operation and maintenance costs associated with its use of the Project as a membership-based recreation and wellness center, including those costs detailed in Sections 7(A), 7(C), 7(E), 7(G), and 7(H) of this Agreement. By April 30th of each year of the term of this Agreement, the YMCA shall develop an annual maintenance budget for the Project (the "Maintenance Budget") and submit it to the Governing Council for approval. This Maintenance Budget shall operate on a fiscal year commencing on July 1 and ending June 30 and shall show all projected revenues for user fees collected by the YMCA under Section 6(C)(ii) and all projected expenditures for YMCA obligations under Section 7 of this Agreement. If actual revenues fall short of actual expenses, the YMCA shall be responsible for paying such costs pursuant to this Section 8(B)(i). Additionally, the YMCA shall develop an annual maintenance schedule for the Project and shall submit to the Governing Council for approval by April 30th of each year. Similar to the Maintenance Budget, the maintenance schedule shall be run from July 1-June 30 each year. Upon request, the District may request and pay for an annual third-party inspection of YMCA maintenance on the HVAC, pool filtration, and other areas.
 - ii. District Operation, Maintenance, and Repair Costs. The District shall be responsible for all operation, maintenance, and repair costs specifically assigned to the District under this Agreement, including those costs designated as a District cost in Sections 7(B), 7(D), 7(E) and 7(F) of this Agreement.
- C. Capital Improvement Costs. At the end of each fiscal year, the parties shall review the user fees generated by the Project and the maintenance expense incurred by the YMCA against the Maintenance Budget for that year. If after the completion of the Project, either party desires to make a capital improvement to the Project (i.e. the addition of a permanent structural change or the restoration of some aspect of a Project that will either enhance the Project's overall value, prolong its useful life, or adapt it to new uses), the party desiring the capital improvement shall be responsible for the costs associated therewith, except to the extent the other party agrees, in writing, to contribute to the costs of the capital improvement.

9. Surrender Upon Expiration or Termination. At the expiration or termination of this Agreement, YMCA shall surrender all property of District, including all keys to access the Project, to the District. The YMCA shall have a period of sixty (60) days following expiration or termination of this Agreement to remove any furniture, fixtures, and equipment owned by

the YMCA under Section 4(C) of this Agreement from the Project. Any furniture, fixtures, and equipment remaining at the Project site after the expiration of said sixty (60) day period shall become the property of the District.

10. Casualty Loss. If all or any part of the Project is damaged or destroyed by fire or other casualty, the District shall repair and rebuild the Project with reasonable diligence. All insurance proceeds received by the YMCA for casualty insurance required to be carried under Section 11(D) of this Agreement shall be payable to the District and shall be held in trust and applied by the District to the payment of such repair and rebuilding costs. If there is substantial interference with the operation of the Project as a recreation and wellness center due to the casualty damage, the term of this Agreement shall be tolled for the duration of the repair or rebuilding work.

11. Insurance.

- A. Workers' Compensation, Employer's Liability. All times during the Term, both Parties shall maintain Workers' Compensation Insurance covering their respective employees as required by law. Additionally, the parties shall require all design professionals, contractors, and subcontractors performing work on the Project to maintain Workers' Compensation Insurance covering all employees of any developer, contractors, or subcontractors as required by State law. The District shall cause all contractors and subcontractors performing work under this Agreement to provide an insurance certificate showing proof of Workers' Compensation and Employer's Liability Insurance as required by State law. Both parties shall endorse their Workers' Compensation policies to add a Waiver of Subrogation in favor of the other party.
- B. Builder's Risk. The District shall maintain, or cause its contractors to maintain, builder's risk insurance with respect to the Project.
- C. Commercial General Liability. At all times during the term of this Agreement, both parties shall maintain a Commercial General Liability insurance policy covering all claims for bodily injury and property damage, including loss of use thereof, in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate, with deductible provisions not to exceed Twenty-Five Thousand Dollars (\$25,000) per occurrence. These policies shall include contractual liability coverage. Such policies shall cover the Project premises, shall be issued by insurance companies and in forms satisfactory to the insured, shall provide for at least thirty (30) days' notice to the Governing Council before cancellation. The Governing Council may adjust required limits of the policies in accordance with the insurance standards in the community for similar facilities. The YMCA's policy shall be considered primary and the District's policy shall be considered secondary.
- D. Property Loss. At all times during the term of this Agreement, the District shall maintain insurance against loss and/or damage to the Project under a policy or policies covering such risks as are ordinarily insured against by similar businesses, including fire, extended coverage, vandalism and malicious mischief, explosion, water damage, demolition cost, debris removal, and collapse in an amount not less than the full insurable replacement value of the Project, but any such policy may have a deductible amount of not more than \$100,000. The term "full insurable replacement

value” shall mean the actual replacement cost of the Project, including the furniture, fixtures, and equipment included therein. The YMCA shall maintain insurance against loss and/or damage to its equipment and furniture in such type and amount as it deems proper in its discretion.

- E. Errors and Omissions. The District shall cause any architect, engineer, or design professional involved in the design and construction of the Project to maintain Professional Errors and Omissions Insurance with a minimum limit of One Million Dollars (\$1,000,000), all such insurance to be maintained for a period no less than three (3) years after substantial completion of the Project.
 - F. Waiver of Subrogation Rights. Each of the parties hereby releases the other from any claim for recovery for any loss or damage to any of its property or for any liability which is insured under valid and collectible insurance policies to the extent of any recovery collectible under such insurance. It is further agreed that this waiver applies only when permitted by the applicable policy of insurance.
 - G. Delivery of Insurance Certificates. Upon the Effective Date and at each policy renewal date, each party shall furnish to the other party at the addresses set forth in Section 16 hereof an insurance certificate or renewal certificate evidencing all insurance required to be carried by that party in accordance with this Agreement.
12. Indemnification. The YMCA shall indemnify, defend, and hold harmless the District from any and all claims, damages, injuries, demands, settlements, suits, causes of action, and any other claimed damages, including reasonable attorney’s fees, suit fees, and other costs associated therewith, arising out of YMCA’s occupancy, use or possession of the Project, or other business carried on therein, and which do not arise out of the District’s activities within the facility. The YMCA shall exercise its best efforts to prevent activity which would cause any Bonds, Notes, or other evidence of indebtedness issued by the District to construct, repair, maintain, extend, improve, furnish, or equip the recreational facility to: (i) not be qualified tax-exempt obligations within the meaning of § 265(b)(3) of the Internal Revenue Code of 1986, as amended; or (ii) cause the interest payable on the Notes to be includable in the gross income of the holder for federal income tax purposes, but shall not assume any obligation under this Agreement to hold the District harmless from such liability. To the fullest extent permitted by law, the District shall indemnify, defend, and hold harmless the YMCA from any and all claims, damages, injuries, demands, settlements, suits, or causes of action arising out of the District’s occupancy, use, or possession of the Project or other business carried on therein, and which do not arise out of the YMCA’s activities within the facility.
13. Non-Assignment of Interest under This Agreement. Neither party may assign its right or responsibilities under this Agreement without prior written consent of the other party in each instance, which consent may be withheld or conditioned in the sole discretion of the consenting party.
14. No Joint Obligation. The obligation of District and YMCA under this Agreement are several obligations and are not joint obligations nor joint and several obligations.

15. Termination of Agreement. Notwithstanding Section 1, this Agreement may be terminated in any one of the following manners:

- A. Jointly at any time, by a written agreement executed by District and YMCA.
- B. By either party for a material breach of any of the terms of this Agreement by the other party. Termination shall be accomplished by giving written notice to the breaching party specifying the breach and stating that the Agreement will be terminated if the breach is not cured within ninety (90) days.
- C. By the either party, with or without cause, by providing the other party with written notice twenty-four (24) months in advance of the effective date of termination.
- D. In the event of termination, both parties shall be relieved of all further obligations or duties beyond the date of termination, but neither party shall be relieved of its duties and obligations under this Agreement through the date of termination.

16. Notice. All notices, requests, claims, demands and other communications between the parties shall be in writing, and shall be given by delivery in person or by first class, registered or certified mail, postage prepaid. All notices shall be effective upon receipt, if notice is given by delivery in person, or on the fifth day following mailing to the other party at its respective address listed below:

To District:

College Community School District
Attn: Superintendent
401 76th Avenue SW
Cedar Rapids, IA 52404

To YMCA:

YMCA of Cedar Rapids, Iowa
Attn: YMCA President/CEO
207 Seventh Ave SE
Cedar Rapids, IA 52401

17. Binding Effect. The terms and conditions of this Agreement shall extend to and be binding upon the successors in interest of the respective parties thereto.

18. Entire Agreement - Amendment. This Agreement contains the entire understanding between the parties and cannot be changed or terminated orally but only by an agreement in writing signed by both parties.

19. Severability. If any provisions of this Agreement are declared invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers, pursuant to full authority granted and given as of the day and year first above written.

COLLEGE COMMUNITY SCHOOL DISTRICT

YMCA OF CEDAR RAPIDS

By: _____
Board President

By: _____
Board President

By: _____
Board Secretary

By: _____
CEO/President

STATE OF IOWA)

) ss:

COUNTY OF LINN)

On this ____ day of _____, 2023, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ and _____ to me personally known, who, being by me duly sworn, did state that they are the President of the Board and Secretary of the Board, respectively, of the District; that no seal has been procured by the District; that said instrument was signed on behalf of the District by authority of its Board of Directors; and that the said President and Secretary as such officers acknowledge the execution of said instrument to be the voluntary act and deed of the District, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

STATE OF IOWA)

) ss:

COUNTY OF LINN)

On this ____ day of _____, 2023, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ and _____ to me personally known, who, being by me duly sworn, did state that they are the Board President and CEO/President, respectively, of the YMCA of Cedar Rapids; that no seal has been procured by the YMCA; that said instrument was signed on behalf of the YMCA by authority of its Board of Directors; and that the said Board President and CEO/President as such officers acknowledge the execution of said instrument to be the voluntary act and deed of the YMCA, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa