MUNICIPAL AID AGREEMENT
SEWER JET SERVICES

THIS AGREEMENT is made pursuant to Chapter 28E, Code of Iowa, 1989. It shall be known as the Manchester-Greeley Sewer Jet Services Agreement and shall be entered into pursuant to Code of Iowa Section 28E.12 which permits the City of Manchester, Iowa, and the City of Greeley to contract for the performance of governmental services activities or undertakings authorized by law.

IT IS HEREBY AGREED as follows:

1. PURPOSE. The purpose of this Agreement is to allow the City of Manchester, Iowa, to assist the City of Greeley by providing manpower and equipment necessary for the use of sewer jet equipment to correct problems in sewer systems in the City of Greeley which may be corrected through the use of such equipment and trained personnel.

2. POWER AND AUTHORITY. The City of Manchester, Iowa, and its personnel shall have the sole power and authority to determine whether a request by the City of Greeley for sewer jet services will be honored at any particular time. In the event the City of Greeley requests sewer jet services, the City of Manchester, Iowa and its personnel shall be solely responsible for the manner in which the equipment is used and for determining who shall be authorized to operate such equipment. In addition, personnel for the City of Manchester, Iowa, shall be solely responsible for determining when and where such services may be provided to the City of Greeley.

3. COMPENSATION. Services rendered by the City of Manchester, Iowa, to the City of Greeley shall be compensated at the current hourly rate for equipment and personnel. The hourly rates to be quoted in writing by the City of Manchester prior to providing services.

4. INDEMNITY AGREEMENT. The City of Greeley shall indemnify and hold harmless the City of Manchester, Iowa, for all damages resulting from performance of services by employees or agents of the City of Manchester, Iowa, pursuant to this Agreement.

5. TERMINATION. This Agreement may be terminated by action of the City Council for the City of Manchester, Iowa, or by the City Council of the City of Greeley, upon providing written notice to the Mayor of the respective community.

6. EFFECTIVE DATE OF AGREEMENT. This Agreement shall become effective between the governmental agencies executing the document, upon the date of passage and execution by each of the governmental agencies which are parties to this Agreement. The City Clerk of each signatory shall furnish the other City with true and accurate copies of the resolution approving this Agreement and authorizing execution and a signed copy of the Agreement shall be furnished to each signatory.

This Agreement filed and dated by the respective parties as follows:

Dated this 12 day of May, 1992.

CITY OF MANCHESTER, IOWA

Milt L. Kramer

Milt L. Kramer, Mayor

ATTEST:

Karen K. Cole

Karen K. Cole, City Clerk

CITY OF GREELEY, IOWA

James Schmitz

James Schmitz, Mayor

Marie D Bockenstedt

Marie Bockenstedt, City Clerk

CITY OF MANCHESTER IOWA

FILE No. 192-3470	FILED FOR RECORD THE 21 DAY OF	STATE OF IOWA, DELAWARE COUNTY
RECORDING FEE $ 10.00	May, 1992 AT 9:57	Jane A. Lloyd, Recorder
TRANSFER FEE $	O'CLOCK A M. BOOK 3 PAGE 66	Misc.

STATE OF IOWA)
) SS:
COUNTY OF DELAWARE)

On this 21 day of May, 1992, before me, Linda K. Tutton, a Notary Public in and for the State of Iowa, personally appeared Milt L. Kramer and Karen K. Cole, to me personally known, and who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of City of Manchester, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council as contained in motion passed by the City Council of the City of Manchester, Iowa on the 18th day of May, 199_, and that Milt L. Kramer and Karen K. Cole acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.



Linda K. Tutton
Linda K. Tutton, Notary Public
My commission expires 8-29-93

STATE OF IOWA)
) SS:
COUNTY OF DELAWARE)

On this 12 day of May, 1992, before me, James A Kerper a Notary Public in and for the State of Iowa, personally appeared James Schmitz and Marie Bockenstedt, to me personally known, and who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of City of Greeley, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council as contained in motion passed by the City Council of the City of Greeley, Iowa on the 12 day of May, 1992, and that James Schmitz and Marie Bockenstedt acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

James A Kerper
Notary Public in and for the
State of Iowa

JAMES A. KERPER