I, Karen K. Cole, City Clerk of the City of Manchester, Iowa do hereby certify that the attached copy of a 28E Agreement between the City of Manchester, Iowa and the West Delaware County Community School District has been approved by the City Council of the City of Manchseter, Iowa on the 3rd day of October, 1994 and the West Delaware Community School District on the 19th day of September, 1994.

CITY OF MANCHESTER

Karen K. Cole

Karen K. Cole, City Clerk

Supscribed and Sworn to before me by Karen K. Cole, City Clerk of the City of Manchester, Iowa, this 7th day of October, 1994.

Bruce A. Trapp, Notary

COMMUNITY ACTIVITY PARTICIPATION AGREEMENT
BETWEEN THE WEST DELAWARE COMMUNITY SCHOOL DISTRICT AND
THE CITY OF MANCHESTER, IOWA

THIS AGREEMENT between the City of Manchester, Iowa and the West Delaware Community School District of Delaware County, Iowa, is made pursuant to Chapter 28E, Code of Iowa, 1991, to provide for the joint exercise of power possessed by each and is made this 19 day of September, 1994.

WHEREAS, the City of Manchester, Iowa and the West Delaware Community School District have determined that recreational opportunities for citizens residing in Delaware County, Iowa should be provided and supervision of such activities would be a proper activity for participation by the City of Manchester, Iowa and the West Delaware Community School District; and

WHEREAS, the sharing of certain assets, equipment, materials, personnel and other participation between the City of Manchester, Iowa and the West Delaware Community School District would assist and provide for efficient provision of recreational opportunities.

IT IS THEREFORE AGREED as follows:

1. The purpose of this agreement is to provide for recreational opportunities.

2. The public agencies which are parties to this agreement are the City of Manchester, Delaware County, Iowa and the West Delaware Community School district.

3. This agreement will become effective on the 19 day of September 1994, or on the date on which the last party to this agreement takes appropriate action by ordinance, resolution or otherwise pursuant to the governing bodies involved, whichever is later.

4. This agreement shall continue in effect until the 31st day of August, 1995. Cancellation of this agreement can be made by written notification of termination by the deisgnee of either party to the designee of the other party of this agreement.

5. No separate legal administration entity is created to administer this agreement. Each entity will be responsible for budgeting it's own expenses.

6. The West Delaware Community School District hereby agrees to indemnify and hold harmless the City of Manchester, Iowa from and against any and all loss, claim, demand, damages, or liability which may be claimed to have arisen as a result of or in connection with recreational activities conducted on property of the West Delaware Community School District.

7. This agreement does not contemplate or authorize the joint purchase of property except for equipment, acquired for these recreational programs, from user fees. Said equipment be equally owned by the City of Manchester and the West Delaware Community School District. In the event this agreement is not renewed and the recreational programs are discontinued said equipment shall either be divided equally or sold with the proceeds divided equally between the two parties of this agreement. In the event that the City of Manchester continues to support and provide these recreational opportunities without the financial or in kind support of the West Delaware Community Schoool District said equipment shall become the property of the City of Manchester.

FILE No. 74-1007
RECORDING FEE $ 26.00
TRANSFER FEE $

FILED FOR RECORD THE 7 DAY OF October, 1994 AT 3:29 O'CLOCK P M. BOOK 5 PAGE 52

STATE OF IOWA, DELAWARE COUNTY
Deborah L. Peyton, Recorder
Misc.

8. Each participant or the legal guardian of the same, if not of legal age, in recreational activities provided by this agreement, shall execute a document releasing and holding harmless the City of Manchester, Iowa and the West Delaware Community School District for injuries or any other legal action of any description arising out of their participation in such activites.

9. Recreational activities to be provided by this agreement shall include youth and adult recreational activities provided by the parties to this agreement.

10. The West Delaware Community School District agrees to make facilities available for recreational activities provided by the parties at the times and places as indicated in "Attachment A".

11. The West Delaware Community School District shall establish conditions for the use of its buildings and properties for recreational activities provided pursuant to this agreement and shall have the authority to cancel or reschedule the recreation activities as necessary.

12, The City of Manchester, Iowa and the West Delaware Community School District shall set fees for participation in certain activities provided pursuant to this agreement. The fees received from participants in such recreational activites shall be used for acquisition of equipment and supplies needed to operate the recreational programs. The equipment and supplies shall become jointly owned property as specified in paragraph 7. Any balance of funds shall be used to offset the cost of personnel to direct or oversee the recreational programs.

13. The City of Manchester, Iowa shall provide the following services, responsibilities, personnel, and equipment infurtherance of recreational activities pursuant to this agreement as noted in "Attachment A":

Coordinators for Programs
Payroll
Workman's Compensation

THIS AGREEMENT filed and dated by the respective parties as follows:

CITY OF MANCHESTER, IOWA

Milt L. Kramer
Milt L. Kramer, Mayor

Anita Palmer
Anita Palmer, Chairperson
Parks & Recreation Commission

Karen K. Cole
Karen K. Cole, City Clerk

CITY OF MANCHESTER IOWA SEAL

Beverly S. Hermsen
Beverly S. Hermsen, Director
Parks & Recreation Commission

WEST DELAWARE COMMUNITY SCHOOL DISTRICT

BY _____
President

BY _____
Superintendent

Attachment A

City Recreation Programs for 1994-1995
(Tentative Dates)

ADULT FLAG FOOTBALL LEAGUE:

- September 18, 25, October 2, 9, 16, 23, 30
- Sunday evenings, 5:00 - 8:00 p.m.
- Adult Recreational League
- Location: behind Lambert

YOUTH FLAG FOOTBALL LEAGUE:

- September 17, 24, October 1, 8, 15, 22
- Saturday mornings, 9:00 - 11:00 a.m.
- Grades 3, 4, 5, 6
- Youth Recreation League
- Location: behind Lambert

HAWK YOUNG MEN'S BASKETBALL LEAGUE:

- September 18, 25, October 2, 9, 16, 23, 30, November 6
- Sunday evenings, 7:00 - 9:00 p.m.
- Recreational High School League
- Location: High School Gym

ADULT CO-ED VOLLEYBALL LEAGUE:

- October 19, 26, November 2, 9, 16, 23, 30, December 7, 14, 21, January 4, 11, 18, 25, February 1, 8, 15, 22, March 1, 8, 15, 22, 29, April 5, 12, 19
- Wednesday evenings, 6:00 - 10:00 p.m.
- Adult Recreational League
- Location: Middle School Gym

ADULT MEN'S/WOMEN'S VOLLEYBALL LEAGUE:

- October 20, 27, November 3, 10, 17, December 22, January 5, 12, 19, 26 February 2, 9, 16, 23, March 2, 23, 30, April 13, 20
- Thursday evenings, 6:00 - 10:00 p.m.
- Adult Recreational League
- Location: Middle School Gym

VOLLEYBALL OPEN GYM:

- October 17, 24, 31, November 7, 14, 21, 28, December 5, 12, 19, January, 9, 16, February 6, 13, 20, 27, March 6, 13, 20, 27, April 3, 10, 17
- Monday evenings, 6:30 - 10:00 p.m.
- Adult Recreation
- Location: Middle School Gym

Attachment A

City Recreation Programs for 1994 - 1995
(Tentative Dates)

WINTER WALKING:

- November 7, 9, 10, 14, 16, 17, 21, 23, 28, 30, December 1, 5, 7, 8, 12, 14, 15, 19, 21, 22, January 4, 5, 9, 11, 12, 16, 18, 19, 23, 25, 26, 30, February 1, 2, 6, 8, 9, 13, 15, 16, 20, 22, 23, 27 March 1, 6, 8, 13
- Monday, Wednesday, and Thursday evenings to coincide with Volleyball nights, 6:00 - 9:00 p.m.
- Recreational activity
- Location: Middle School

BASKETBALL OPEN GYM:

- November 16, 23, 30, December 7, 14, 21, January 4, 11, 18, 25 February 1, 8, 15, 22, March 1, 8, 15, 22
- Wednesday evenings, 7:00 - 10:00 p.m.
- Adult Recreation
- Location High School Gym

ADULT MEN'S BASKETBALL LEAGUE:

- November 20, 27, December 4, 11, 18, January 8, 15, 22, 29, February 5, 12, 19, 26, March 5, 12, 19
- Sunday evenings 6:30 - 10:00 p.m.
- Adult Recreational League
- Location: High School Gym

AEROBICS:

- November 28, 30, December 1, 5, 7, 8, 12, 13, 15, 19, 20 , 22, January 4, 5, 9, 11, 12, 16, 18, 19, 23, 25, 26, February 6, 8, 9, 13, 15, 16, 20, 22, 23, 27, March 1, 2
- Monday, Wednesday, and Thursday evenings, 4:30 - 5:30 p.m.
- Instructional Clinic
- Location: Lambert Gym

YOUTH BASKETBALL CLINIC:

- January 7, 14, February 4, 11, 18, 25, March 4, 11
- Saturday afternoons, 12:00 p.m. - 4:00 p.m.
- Youth Instructional Clinic
- Grades 4, 5, 6, 7, 8
- Location: Middle School Gym; High School Gym, and Old Gym

YOUTH CO-ED SOCCER LEAGUE:

- August 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, September 1, 2, 3, 5, 6, 7, 8, 9, 10
- Times will vary, Monday thru Friday: 5:30 p.m. - 8:00 p.m., Saturday and Sunday: 10:00 a.m.- 2:00 p.m.
- Grades 1, 2, 3, 4, 5, 6
- Youth Recreational League
- Location: behind Middle/Lambert School

PARTICIPANT'S RELEASE AND INDEMNITY AGREEMENT

I, _____, hereby state:
Print Name

(a) I understand that the City of Manchester, Iowa and the West Delaware Community School District have worked in cooperation to provide recreational activities to adults and students. One such activity is _____.

(b) That I am aware of the nature of said activity listed in (a) and I hereby assume responsibility for myself to participate. I will not hold the City of Manchester, the West Delaware Community School District or their employees, agents, or assigns responsible in case of accident or injury as a result of my participation in this activity.

(c) I further agree to indemnify and hold harmless the City of Manchester, Iowa and/or the West Delaware Community School District from and against all loss, damage, claim, demand, liability or expense by reason of any damage or injury to property or person which may be claimed to have arisen as a result of, or in connection with, my participation in the above listed activity.

(d) This Release is intended to be binding upon the distributees, heirs, next of kin, executors, administrators, and personal representatives of each of the undersigned.

In signing the foregoing agreement, the undersigned hereby acknowledges and represents that he/she has read the foregoing release, understands it and signs it voluntarily.

_____
Participant Signature

Dated this ____ day of _____1994.

In signing this foregoing agreement for a minor child, the undersigned hereby aacknowledges and represents that he/she is the parent/guardian of the minor and has read the foregoing release, understands it and signs it voluntarily.

_____
Parent/Guardian

Dated this ____ day of _____1994.