Book 2018 Page 1199
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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Prepared by: Courtney Vorwald, Assistant Delaware County Attorney, 301 E Main St, Manchester, IA 52057; (563) 927-3819.

DELAWARE COUNTY E-911 GENERATOR JOINT AGREEMENT

This agreement is made and entered into by Delaware County 911 Service Board, hereinafter referred to as "Service Board," and the City of Manchester, hereinafter referred to as the "City."

Therefore, the parties agree as follows:

1. This agreement is entered into pursuant to Chapter 28E.4 of the Iowa Code providing for agreements between public agencies for joint or cooperative action.

2. **PURPOSE:** The purpose of this agreement is to provide for shared use of the generator owned by the Service Board.

3. **TERM:** The term of this agreement shall be perpetual, unless a party withdraws as follows:
   a. Any party may withdraw from this agreement at any time, with or without cause.
   b. The withdrawing party must provide sixty (60) days' written notice to the other parties.
   c. Notice may be sent by regular mail or by certified mail, return receipt requested.

4. **EQUIPMENT AND FACILITIES**:
   a. The City shall provide for the physical facility used to house the generator owned by the Service Board.
   b. The Service Board authorizes the City to connect City Hall and city stoplights to the generator.

5. **EQUIPMENT REPAIR OR MAINTENANCE**
   a. This joint enterprise shall not have independent financing.
   b. Service Board responsibilities: The Service Board shall be responsible for:

1) The costs associated with the maintenance and fuel needed to ensure the generator is operational.
2) Arranging and conducting any inspections that are required to ensure the generator is and remains operational.

c. City responsibilities: The City shall be responsible for:
1) Any maintenance necessary for the City's connections to the generator.
2) The costs associated with repairing damage to the generator caused by the City's connections.

6. **INDEMNIFICATION**: Each party shall be solely responsible for its own acts or omissions and those of its employees under this agreement.

   The City agrees to indemnify, defend, and hold harmless the Service Board for all claims, liability, damages, or judgments asserted against the Service Board for the use of the generator by the employees, agents, or representatives of the City.

   The City further releases the Service Board from any claims, liability, loss or cause of action arising from the City's use of the generator.

7. **NO ENTITY CREATED:** No separate organization is created or planned by these public agencies. This agreement will be jointly administered by the parties to this agreement.

8. If any section or provision of this agreement is found to be invalid or unconstitutional, such finding shall not affect the validity of the agreement as a whole or any section or provision not found to be invalid or unconstitutional.

9. This agreement represents the entire agreement of the parties. Any subsequent change or modification to the terms of this agreement shall be in writing and approved by all parties through the passage of a resolution executed by authorized officers.

Dated this 7 day of May, 2018.

DELAWARE COUNTY 911 SERVICE BOARD

By: John A. LeClere
John LeClere

By: Mike Corkery
Mike Corkery

STATE OF IOWA)
) ss:
DELAWARE COUNTY)

This instrument was acknowledged before me on the 7th day of May, 2018, by John LeClere and Mike Corkery on behalf of the Delaware County 911 Service Board.

JUDY A. LEE
Commission Number 197867
My Commission Expires
8-12-2019

NOTARY PUBLIC FOR THE STATE OF IOWA

CITY OF MANCHESTER, IOWA

By: Milt L. Kramer
Milt Kramer, Mayor

By: Erin Learn
Erin Learn, City Clerk

CITY OF MANCHESTER CITY SEAL MANCHESTER, IOWA

STATE OF IOWA)
) ss:
DELAWARE COUNTY)

On this 4th day of May, 2018, before me, Julie A. Schmitz, a Notary Public in and for the State of Iowa, personally appeared Milt Kramer and Erin Learn, to me personally known, and who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Manchester, Iowa; that the seal affixed to the foregoing instrument is the county 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 Resolution R-051-2018 passed by the City Council, on the 23rd day of April, 2018, and Milt Kramer and Erin Learn acknowledged the execution of the instrument to be his/her voluntary act and deed and the voluntary act and deed of the county, by it voluntarily executed.

Notary Public, State of Iowa

JULIE A. SCHMITZ
Commission Number 224151
My Comm. Exp. OCT 12, 2020