RESCUE AGREEMENT

THIS AGREEMENT, made this 21st day of May, 1990, by and between the City of Manchester, Iowa, First Party, and Delaware County, Iowa, Second Party;

WITNESSETH:

WHEREAS, the parties entered into an agreement on May 16, 1988 to provide rescue protection for persons and property within their political subdivisions;

AND WHEREAS, said agreement expires June 30, 1990 and both parties wish to enter into a new agreement to provide rescue protection for persons and property within their respective political subdivisions;

IT IS THEREFORE, AGREED AS FOLLOWS:

1. The City of Manchester, Iowa and Delaware County, Iowa enter into this said Agreement to provide rescue protection for persons and property within Delaware County, Iowa, including Manchester, Iowa, and to otherwise protect the health, safety, welfare and property of persons within those boundaries.

2. The rescue service to be provided shall include the removing of victims from hazardous or life threatening situations to areas of safety or treatment; locating and freeing victims and conveying them to a place of safety; restoring accident areas to a safe condition; and such other rescue services as shall promote the health, safety and welfare and property of persons within Manchester, Iowa, and Delaware County, Iowa. Said rescue service specifically excludes chemical hazards involving fire, exposure, spills or leaks of hazardous materials.

3. This agreement shall become effective upon the signing thereof by both parties and shall be in effect through June 30, 1993; provided, however, that this agreement shall be automatically renewable every year thereafter on its anniversary date for one additional year unless either party takes appropriate action by ordinance, resolution or otherwise, by its governing body to terminate this agreement and so notifies the other party of its decisions by mail, postmarked no later than ninety days prior to the anniversary date of this agreement.

4. During the term of this agreement the First Party shall provide search and rescue services as spelled out in Paragraph 2 hereof to persons and property within Delaware County and Manchester, Iowa, for the period contemplated by this agreement along with any extension thereof pursuant to the terms of this agreement.

5. The Second Party shall pay to the First Party the sum of $9,000.00 on or before January 1, 1991 and a sum of $9,300.00 on or before January 1, 1992, and $9,300 on or before January 1, 1993. During the period of the extension of this agreement the Second Party shall pay unto the First Party the sum of $9,300 annually by January 1 of each year that the agreement is in effect unless the parties agree otherwise.

In Witness Whereof the parties have executed this agreement on the date first written.

CITY OF MANCHESTER, IOWA

By Milt L. Kramer
Milt L. Kramer, Mayor

Karen K. Cole
Karen K. Cole, City Clerk

DELAWARE COUNTY, IOWA

By Marvin Schulte
Chairman, Board of Supervisors
Marvin Schulte

FILE No. I7-2846
RECORDING FEE $ No Fee
TRANSFER FEE $

FILED FOR RECORD THE 31 DAY OF May, 1990 AT 3:47 O'CLOCK P. M. BOOK 2 PAGE 28

STATE OF IOWA, DELAWARE COUNTY
Joan Sheppard, Recorder
Misc.

On this 21st day of May, 1990, before me, Sharon McCrabb, a Notary Public in and for the State of Iowa, personally appeared Marvin Schulte [redacted] to me personally known, and who, being by me duly sworn, did say that they are the Chairperson of the Board of Supervisors ~~and County Auditor~~, ~~respectively~~ of the County of Delaware, Iowa; that the seal affixed to the foregoing instrument is the county seal of the ~~corporation~~, county and that the instrument was signed and sealed on behalf of the ~~corporation~~, county, by authority of its Board of Supervisors, as contained in Ordinance No._____ passed (or Resolution adopted) by the Board of Supervisors under Roll Call No._____ of the Board of Supervisors on the 21st day of May, 1990, and Marvin Schulte ~~and~~ _____ acknowledged the execution of the instrument to be his ~~their~~ voluntary act and deed and the voluntary act and deed of the county ~~corporation~~, by it voluntarily executed.

SHARON MCCRABB Good (SEAL) NOTARIAL SEAL

Sharon McCrabb
Notary Public, my commission expires 9-14-93
Sharon McCrabb

On this 22nd day of May, 1990, before me, Linda L. 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 the City of Manchester, Iowa; that the seal affixed t 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 Resolution R-543-90 passed by the City Council, under Roll Call vote of the City Council on the 21st day of May, 1990, 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
Notary Public; my commission expires
8-29-90
Linda K. Tutton