DELAWARE COUNTY IOWA
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DEBORAH L. FENTON
DELAWARE CO. RECORDER
N/C

Karen Cole, City of Manchester 208 E. Main St., Manchester, IA 52057 927-3636

RESCUE AGREEMENT

THIS AGREEMENT, made this 29 day of May, 2001, by and between Delaware County, Iowa, First Party, and the City of Manchester, Iowa, Second Party;

WITNESSETH:

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

AND WHEREAS, the current Rescue Agreement expires on June 30, 2001,

AND WHEREAS, 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. Delaware County, Iowa and the City of Manchester, Iowa, enter into this 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 Delaware County, Iowa and Manchester, 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 remain in effect until terminated.

4. During the term of this agreement the Second Party shall provide search and rescue services as described in Paragraph 2 above to persons and property within Delaware County and Manchester, Iowa, for the period contemplated by this agreement.

5. The First Party shall pay to the Second Party the sum of $9,300.00 on or before January 1, 2002 and each year thereafter during the term of this agreement in consideration for the Second Party providing the services described herein. It is further agreed that any additional funding required to provide this service during the term of this contract can be obtained from the current fund balance in the Rescue Squad Replacement Fund.

6. This agreement shall be in effect from the date of execution of this agreement and shall continue in effect for an indefinite term until terminated by one or both parties as set forth in this paragraph. If either party determines to terminate the contract, such party shall give to the other party written notice of its intent at least 180 days prior to the effective date of termination. Notice shall be sufficient if deposited in a U.S. Post Office mail box, properly addressed to the other party.

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

DELAWARE COUNTY, IOWA

BY Bill Skinner
Bill Skinner, Chairperson
Delaware County Board of Supervisors

ATTEST:

Sharon McCrabb
Sharon McCrabb, County Auditor

CITY OF MANCHESTER, IOWA

BY Milt L. Kramer
Milt L. Kramer, Mayor

ATTEST:

Karen K. Cole
Karen K. Cole, City Clerk

On this 29 day of May, 2001, before me, Carolyn A. Wilson, a Notary Public in and for the State of Iowa, personally appeared Bill Skinner and Sharon McCrabb, 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 Delaware County, and that the instrument was signed and sealed on behalf of Delaware County, by authority of its Board of Supervisors, as contained in the official minutes of the Board of Supervisors on the 29 of May, 2001, and Bill Skinner and Sharon McCrabb acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the County, by it voluntarily executed.

Carolyn A. Wilson

Carolyn A. Wilson, Notary Public
My commission expires 12-17-01

STATE OF IOWA)
) SS:
COUNTY OF DELAWARE)

On this 6th day of June, 2001, before me, Julie A. Swanson, 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 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 Resolution R-091-2001 passed by the City Council of the City of Manchester, Iowa on the 4th day of June, 2001, 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.

Julie A Swanson

Julie A Swanson, Notary Public
My commission expires 8-23-2002
#224151

JULIE A. SWANSON
Commission Number 224151
My Comm. Exp. 8-23-2002