28E - AGREEMENT

JOINT EXERCISE OF GOVERNMENTAL POWERS

This Agreement made this 1ST day of MARCH, 1992, by and between Delaware County Solid Waste Disposal Commission (hereinafter referred to as Commission) and Delaware County, Iowa (hereinafter referred to as Delaware County);

RECITALS

1. The Commission is a "public agency" pursuant to Section 28E.2 of the Iowa Code.

2. Delaware County is a "public agency" pursuant to Section 28E.2 of the Iowa Code.

3. The Commission and Delaware County wish to make efficient use of their powers and to cooperate in mutual advantage to all as allowed by Section 28E.1 of the Iowa Code.

4. Delaware County wishes to allow the Commission to use Delaware County's resources through the payroll functions on behalf of the Commission for the purpose of allowing the covered employees to receive all of the benefits that are offered to full time County employees except for the paid holiday benefits for County employees which will be the same as the paid holidays offered to the A.R.C. employees with reimbursement to be provided by the Commission to Delaware County for actual costs incurred.

FILE No. 171-2597
RECORDING FEE $ 30.00
TRANSFER FEE $

FILED FOR RECORD THE 17 DAY OF March, 19 92 AT 3:36 O'CLOCK P. M. BOOK 3 PAGE 30

STATE OF IOWA, DELAWARE COUNTY
Jane A. Lloyd, Recorder
Misc.

DURATION

This Agreement shall be for a period of one year commencing on the date of the execution of this document. This Agreement, set forth herein, shall be automatically annually renewable unless either party hereto provides written notice to the other party at least sixty (60) days prior to the annual anniversary date of this Contract of their intent to terminate the Contract and Agreement.

COMPOSITION

No precise organization, composition or separate legal or administrative entity is created hereby. This Agreement is solely for the purpose of mutual advantage between Delaware County and Commission. Other than the specific payroll and employee benefits set forth herein, no powers have been delegated from the Commission to Delaware County, Iowa or from Delaware County, Iowa to the Commission.

PURPOSE

The purpose of this Agreement is to have Delaware County perform on behalf of the Commission all of the employer payroll functions for the Commission, including, but not limited to, issuing paychecks, withholding and paying social security, withholding and paying I.P.E.R.S., withholding and paying Federal and State income taxes and providing health insurance and life insurance benefits. The Commission's employees that shall be covered will be the recycling coordinator and his assistants. The parties hereto agree, that at

no time shall the employees of the Commission subject to this Agreement exceed three (3) people. This Agreement is for purposes of having the employees of the Commission be considered as quasi-employees of Delaware County for purposes of eligibility for health and life insurance and I.P.E.R.S. retirement.

FINANCING

The Commission agrees to reimburse Delaware County on a monthly basis for all expenses incurred on behalf of the Commission and its employees included hereunder, including errors and omissions insurance, wages, social security, I.P.E.R.S., health insurance, and life insurance. The Commission agrees to reimburse Delaware County for all expenses and monitary items advanced on behalf of the recycling coordinator and his assistants. All of these costs must be identifiable by Delaware County and Delaware County will, upon demand, produce proof of payment and other supporting documents to identify said costs. The parties hereto agree that the yearly amounts and/or expenses referred to herein shall be arrived at and settled upon by discussions and/or negotiations between the Commission's secretary and the Delaware County Auditor prior to January 15th of each year. The amounts so agreed upon will be effective for the following fiscal year.

TERMINATION

This Agreement shall be automatically renewable each year subsequent to the date of execution. This Agreement shall be

perpetual unless one of the parties hereto provides written notice to the other party at least sixty (60) days prior to any annual anniversary date of this Agreement.

RESPONSIBLE/CONTACT PERSONS

The Secretary of the Commission shall be the person responsible for carrying out the terms and conditions of this Agreement and coordinating the Agreement with the County. The Chairman of the Delaware County Board of Supervisors shall be the person responsible for carrying out the terms and conditions of this Agreement and coordinating the Agreement with the Commission.

FILING AND RECORDING

Before entry into force, this Agreement shall be filed with the Secretary of State and recorded with the Delaware County Recorder all as required by Section 28E.8 of the Iowa Code.

MODIFICATION

No waiver or modification of this Agreement or any term or condition thereof shall be valid unless in writing and duly executed by the party to be charged therewith.

James R. Schmitz, Chairman of Delaware County Solid Waste Disposal Commission

Jack Klaus, Secretary of Delaware County Solid Waste Disposal Commission



Jerome E. Besler

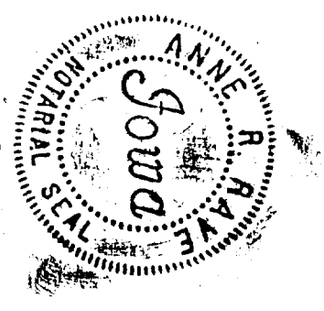
Jerome E. Besler, Chairman of the
Delaware County Board of Supervisors

Sharon McCrabb

Sharon McCrabb, Delaware County Auditor

STATE OF IOWA)
) ss.
DELAWARE COUNTY)

On this 17 day of March, 1992, before me, Anne R. Rave, a Notary Public in and for the State of Iowa, personally appeared Jerome E. Besler and Sharon McCrabb, to me personally known, and who, being by me duly sworn, did say that they are the Chair Person 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 corporate seal of the Corporation, and that the instrument was signed and sealed on behalf of the Corporation, by authority of its Board of Supervisors, as contained in Ordinance Number —— passed (the Resolution adopted) by the Board of Supervisors, under Roll Call Number ——, of the Board of Supervisors on the 16 day of March, 1992, and Jerome E. Besler and Sharon McCrabb acknowledge 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.



Anne R. Rave

Notary Public in and for the State
of Iowa

ANNE R. RAVE

STATE OF IOWA)
)ss.
DELAWARE COUNTY)

On this 17 day of March, 1992, before me, RICHARD F ASHLINE, a Notary Public in and for the State of Iowa, personally appeared James R. Schmitz and Jack Klaus, to me personally known, and who, being by me duly sworn, did say that they are the Chairman of the Delaware County Solid Waste Disposal Commission and Secretary of the Delaware County Solid Waste Disposal Commission, of the County of Delaware, Iowa; that said entity has no seal; that the instrument was signed and sealed on behalf of the entity, by authority of its Board as directed by said Board by motion, and James R. Schmitz and Jack Klaus acknowledge the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the Delaware County Solid Waste Disposal Commisison, by it voluntarily executed.



Richard F Ashline

Notary Public in and for the State of Iowa

RICHARD F. ASHLINE