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PHILIP E. UTSLER
RECORDER
MADISON COUNTY, IOWA

**AGREEMENT BETWEEN MADISON COUNTY
EMPOWERMENT AREA AND MADISON COUNTY**

THIS AGREEMENT is made and entered into between the County Empowerment Area (Local Board) and the Madison County Board of Supervisors (County), in Winterset, Iowa in accordance with the provisions of Chapter 28E, Code of Iowa.

RECITALS

1. The Local Board is an organization created under the authority of Chapter 7(1) of the Code of Iowa, to manage grant funds received pursuant to Empowerment Legislation for community collaborative efforts involving education, health and human services programs on behalf of the children, families and other citizens residing in Madison County and the surrounding area.
2. The County wishes to ensure that services are available to citizens in all age groups and that provisions are made to monitor the funding received for its citizens.

NOW, THEREFORE, it is hereby agreed by and between the parties as follows:

1. **Services.** The Local Board shall provide services to local residents according to the requirements of Chapter 28E, Code of Iowa, and the "Empowerment Agreement" executed between the Iowa Empowerment Board, the Department of Education, the Department of Human Services, and the Local Board.
2. **Duties of Fiscal Agent.** The County, by its county auditor, shall act as fiscal agent for grant moneys and for other moneys administered by the Local Board. The fiscal agent shall be responsible for payment of all claims and vouchers from grant and other Empowerment funds after certification and submission by the Local Board Treasurer.
3. **Duties of Treasurer.** The Local Board shall elect a Treasurer to be the chief financial officer of the Local Board. The Treasurer shall be responsible for coordinating and monitoring all financial transactions in conjunction with the designated fiscal agent or county auditor and shall assume all those responsibilities and duties as required by law.

4. **Insurance.** The Local Board shall contract for, keep current and provide proof of insurance as required by Chapter 28F, Code of Iowa, and rules and regulations for the Empowerment Grant.
5. **Payment.** The County, by its county auditor, shall promptly pay claims and vouchers as certified and submitted by the Treasurer of the Local Board.
6. **Term and Termination.** The term of this Agreement shall commence on Jan 1, 2000 and shall end on June 30, 2000, and shall be subject to automatic renewal for successive one year periods unless sooner terminated. Notwithstanding the stated term, this Agreement may be terminated by either party without cause and without penalty during the original, or any renewal term upon thirty (30) days' prior written notice to the other party.
7. **Notices.** Notices required under this Agreement shall be considered sufficient if personally delivered, faxed, or mailed by certified or registered mail to the addressee at its principle place of business.
8. **Additional Terms.**
 - a. **Applicable Law.** This Agreement shall be interpreted according to the laws of the State of Iowa.
 - b. **Severability.** In the event one or more of the provisions contained in this Agreement are declared invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not substantially impair or undermine either party's rights and benefits herein.
 - c. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties as to the subject matter herein and incorporates all prior written and oral statements and understandings.
 - d. **Amendment.** This Agreement shall only be amended by mutual written agreement of the parties.
 - e. **Assignment.** This Agreement may not be assigned or transferred, nor may any of the duties and responsibilities be assigned or transferred, except by mutual written agreement of the parties.
 - f. **Non-discrimination.** No person shall on grounds of creed, color, race, national origin, or disability be excluded from participation in, refused the benefits of, or otherwise subjected to discrimination under agency grants awarded pursuant to the provisions and requirements of Title VI of the Civil Rights Act of 1964, and Regulations issued by the Department of Health and Human Services as a condition of award of Federal Funds and continued grant support.
 - g. **Confidentiality.** Some data, policies and activities of the Empowerment Program are confidential. The Local Board and County

shall maintain procedures for safeguarding the identified confidential information.

- h. **Records Retention and Access.** The Local Board and County shall maintain books, records, and documents which sufficiently and properly document and calculate all moneys expended under this Agreement throughout the term of this Agreement and for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. The Local Board and County shall permit the Auditor of the State of Iowa or any authorized representative of the state, and where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records relating to orders, invoices, or payments or any other documentation or materials pertaining to this Agreement.
- i. **Approval and Recording.** The parties shall approve this Agreement by resolution authorizing the execution of this Agreement which shall then be filed in the office of the Iowa Secretary of State and Madison County Recorder's office in accordance with Chapter 28E, Code of Iowa.

**MADISON COUNTY
EMPOWERMENT AREA**

MADISON COUNTY, IOWA

Passed and Approved by the Board on this 11 day of January, ~~1999~~ 2000.

Passed and Approved by the Board of Supervisors on this 11 day of JAN, ~~1999~~ 2000.

By: Patrick Lugini
Title: Empowerment Board Chairman
for Madison County Empowerment Area

By: G. McDonald
Title: CHAIRMAN B.O.S.

Attest: Josua Welch
Date: 1-11-2000