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MICHELLE TICHELL AND
RECORDER
ADAIR COUNTY, IOWA
NO FEE

FILED
SECRETARY OF STATE
IOWA

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Prepared by: Clint Hight, 164 Public Square, Box 32, Greenfield, Iowa 50849

515-743-6197

WHEREAS, the parties hereto have previously entered into a 28E agreement regarding the provision of DRIVER'S LICENSE SERVICES, which agreement was filed in the office of the Secretary of State of the State of Iowa on June 18, 1999; and

WHEREAS, the parties agree that Dallas County requires the services of the examiner two days per week; and

WHEREAS, the parties agree that it is more equitable for each county to be responsible for paying any additional reimbursable mileage incurred by the examiner on behalf of such county.

WHEREAS, the original 28E agreement should be amended to reflect these changes.

IT IS THEREFORE AGREED that upon proper filing of this Amended and Substituted Agreement pursuant to Iowa Code Section 28E.8, the original 28E agreement for DRIVER'S LICENSE SERVICES filed in the office of the Secretary of State of the State of Iowa on June 18, 1999 shall be revoked in its entirety and thereby terminated and the following shall be implemented in lieu thereof.

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AMENDED AND SUBSTITUTED
28E AGREEMENT BETWEEN ADAIR,
DALLAS, GUTHRIE AND MADISON COUNTIES

This agreement is made pursuant to Iowa Code Chapter 28E (1999). It shall include the following Iowa counties and each shall adopt a resolution of this agreement: Adair, Dallas, Guthrie and Madison.

The purpose of said agreement is to establish a working mechanism among the four participating counties of Adair, Dallas, Guthrie and Madison so the counties may jointly pay their share of costs of a Driver's License Examiner.

This agreement does not contemplate and shall not be construed to limit or expand the powers of the participating counties, except as expressly stated in this agreement.

Therefore pursuant to said purposes the participating counties agree as follows:

DRIVER'S LICENSE SERVICES

1. **Power and Authority.** There shall be a governing board established consisting of the Treasurer of each county: Adair, Dallas, Guthrie and Madison. Each county Board of Supervisors has by formal motion approved this working agreement.
2. **Duration and Termination.** This Amended and Substituted Agreement will become effective upon filing pursuant to Section 28E.8, at which point the current 28E agreement regarding DRIVER'S LICENSE SERVICES filed with the Secretary of State of the State of Iowa on June 18, 1999 will terminate. The Amended and Substituted Agreement will terminate on June 30, 2000. The Amended and Substituted Agreement will annually renew on July 1st of each succeeding year unless one of the following occurs:
 1. A county notifies in writing the other participating counties prior to 120 days of the contract termination date of its intent to withdraw, or
 2. Any changes are made in the agreement, or
 3. A new county joins in the agreement.

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✓ Joann Collins

MICHELLE "MICKI" UTSLER, COUNTY RECORDER
MADISON IOWA

COMPUTER	✓
RECORDED	✓
COMPARED	_____

3. **Employee Positions and Compensation.** The Driver's License Examiner (examiner) will be paid a wage to be set by agreement of the four County Board of Supervisors participating in this agreement. The examiner shall exist as an employee of Adair County with rights and benefits as provided in the Adair County Personnel Policy. The examiner will fall under the directions of the Adair County Treasurer. The Adair County Treasurer will administer the budget and administer to the examiner pursuant to the Adair County Personnel Policy. The Adair County Auditor shall be responsible for paying all wages and employee claims for the examiner and shall then bill Dallas, Guthrie and Madison Counties quarterly for their share of said costs. The time period for such reimbursement shall be within 15 business days following the end of each quarter. Dallas County will be billed for 40% of the examiner's wages and expenses, exclusive of mileage. Adair, Guthrie and Madison Counties will each be billed for 20% of the examiner's wages and expenses, exclusive of mileage. Each county will pay for any additional reimbursable mileage incurred by the examiner on behalf of such county. In addition to such quarterly reimbursements, each quarter Adair County will receive an administration fee of 5% of the examiner's quarterly wages and expenses, exclusive of mileage. This 5% will be divided and paid one-half by Dallas County, one-fourth by Guthrie County and one-fourth by Madison County.

4. **Liability.** All wages, disability payments, pension, workmen's compensation, employee benefits and all other claims in connection with the duties carried out in accordance with the terms of this agreement shall be the responsibility of the four counties. Each county will pay their established share of the liability. Said liability includes judgments or claims rendered against the county for any acts of the employee or employer which occurred during the term of the contract.

5. **Equipment.** Each county will be responsible for equipment for the examiner at their respective locations. Said equipment shall remain in each respective county upon termination of this agreement.

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The parties shall approve this agreement by resolution of the Adair County Board of Supervisors, the Dallas County Board of Supervisors, the Guthrie County Board of Supervisors and the Madison County Board of Supervisors who shall authorize the execution of this agreement pursuant to their respective resolutions.

The agreement shall then be filed in the office of the Iowa Secretary of State and the Recorders of Adair County, Dallas County, Guthrie County and Madison County in accordance with Chapter 28E, Code of Iowa (1999).

Termination of this agreement shall not relieve any party from any obligation or liability arising during the term of the agreement.

This agreement is executed by and on behalf of the Counties of Adair, Dallas, Guthrie and Madison, by the authority of the respective Boards of Supervisors on the date set forth herein.

COUNTY OF ADAIR

ATTEST:

Date: 3-29-00

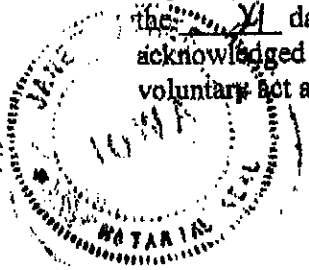
By: Richard Dolan
 Richard Dolan, Chairman

Jenice Wallace
 Jenice Wallace, Adair County Auditor

STATE OF IOWA, ADAIR COUNTY, SS:

On this 29 day of March, 2000, before me a Notary Public in and for the State of Iowa, personally appeared Richard Dolan and Jenice Wallace, to me personally known, and who, being by me duly sworn, did say that they are the Chairperson of the Board of Supervisors and the County Auditor, respectively, of the County of Adair, 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 Resolution No. _____ adopted by the Board of Supervisors on the 14 day of March, 2000, and Richard Dolan and Jenice Wallace 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.



Anne B. Mau
Notary Public

COUNTY OF DALLAS

ATTEST:

Date: 3/14/2000

By: Joe Reece
Joe Reece, Chairman

Carole J. Bayeur
Carole J. Bayeur, Dallas County Auditor

STATE OF IOWA, DALLAS COUNTY, SS:

On this 14th day of March, 2000, before me a Notary Public in and for the State of Iowa, personally appeared Joe Reece and Carole J. Bayeur, to me personally known, and who, being by me duly sworn, did say that they are the Chairperson of the Board of Supervisors and the County Auditor, respectively, of the County of Dallas, 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 Resolution No. _____ adopted by the Board of Supervisors on the 14th day of March, 2000, and Joe Reece and Carole J. Bayeur 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.

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Anne B. Mau
Notary Public

COUNTY OF GUTHRIE

ATTEST:

Date: 3-21-00

By: Jerry Caraher
Jerry Caraher, Chairman

Janet Dickson
Janet Dickson, Guthrie County Auditor

STATE OF IOWA, GUTHRIE COUNTY, SS:

On this 21st day of March, 2000, before me a Notary Public in and for the State of Iowa, personally appeared Jerry Caraher and Janet Dickson, to me personally known, and who, being by me duly sworn, did say that they are the Chairperson of the Board of Supervisors and the County Auditor, respectively, of the County of Guthrie, 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 Resolution No. _____ adopted by the Board of Supervisors on the 21st day of March, 2000, and Jerry Caraher and Janet Dickson 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.

Marcia J. Kindred
Notary Public



COUNTY OF MADISON

ATTEST:

Date: 3-28-2000

By: Cy McDonald
Cy McDonald, Chairman

Joan Welch
Joan E. Welch, Madison County Auditor

STATE OF IOWA, MADISON COUNTY, SS:

On this 28th day of March, 2000, before me a Notary Public in and for the State of Iowa, personally appeared Cy McDonald and Joan E. Welch, to me personally known, and who, being by me duly sworn, did say that they are the Chairperson of the Board of Supervisors and the County Auditor, respectively, of the County of Madison, 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 Resolution No. _____ adopted by the Board of Supervisors on the 28th day of March, 2000, and Cy McDonald and Joan E. Welch 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.



[Signature]
Notary Public