

FILED
SECRETARY OF STATE

Driver's License 28E Agreement 2005^{WA}

Between DALLAS, GUTHRIE
and MADISON COUNTIES

MAY 11 10 00 AM '05

WHEREAS, Adair County has notified the other participants of the agreement that Adair County intends to withdraw from the agreement effective June 30, 2005 and the remaining counties wish to make changes to the Amended and Substituted 28E agreement, the following reflects those changes.

IT IS THEREFORE AGREED that upon proper filing of this Driver's License 28E Agreement 2005 pursuant to Iowa Code Section 28E.8, the Amended and Substituted 28E Agreement filed in the office of the Secretary of State of the State of Iowa on Mar 31, 2000 shall be revoked in its entirety and there by terminated as of June 30th, 2005 and the following shall be implemented in lieu thereof."

DRIVER'S LICENSE 28E AGREEMENT 2005 BETWEEN DALLAS, GUTHRIE AND MADISON COUNTIES

This agreement is made pursuant to Iowa Code chapter 28E (2003). It shall include the following counties and each shall adopt a resolution of this agreement: Dallas, Guthrie, and Madison.

The purpose of said agreement is to establish a working mechanism among the three participating counties of 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: Dallas, Guthrie and Madison. Each county Board of Supervisors has by formal motion approved this working agreement. No separate legal entity is created by this agreement.
 - A. The governing board will establish its own rules and procedures, and designate a chairman and secretary.
 - B. The meetings and records are subject to the open meeting laws of the Iowa Code.

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MICHELLE "MICKI" UTSLER, COUNTY RECORDER
MADISON IOWA

2. **Duration and Termination.** This Driver's License 28E Agreement 2005, between Dallas, Guthrie, and Madison County will become effective July 1, 2005 and 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 Mar 31, 2000 will terminate. The Driver's License 28E Agreement 2005 will terminate on June 30, 2006. The Driver's License 28E Agreement 2005 will annually renew on July 1st of each succeeding year unless one of the following occurs:
 - A. A county notifies in writing the other participating counties prior to 120 days of the contract termination date of its intent to withdraw, or
 - B. Any changes are made in the agreement, or
 - C. A new county joins in the agreement.
3. **Employee Positions and Compensation.** Employee positions and compensation shall be determined by the governing board hereof, and as approved by the respective Boards of Supervisors in the annual budget process. In any event, employees contemplated in this agreement shall be determined to be an employee of one specific participating 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 three 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.
6. **Method of Financing.** Each participating county's cost share shall be as approved by the governing board and subsequently approved through each county's annual budget process.

The parties shall approve this agreement by resolution of 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. The resolution will authorize the execution of the agreement.

The agreement will then be filed in the office of the Iowa Secretary of State and the Recorders of Dallas County, Guthrie County, and Madison County, Iowa in accordance with Chapter 28E, Code of Iowa (2003).

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

This agreement filed and dated by the respective parties as follows:

COUNTY OF DALLAS

ATTEST:

Date: 4-19-05

By: Kim E Chapman
Gene Krumm

Kim Chapman, Chairman

Gene Krumm, Dallas County Auditor



STATE OF IOWA, Dallas COUNTY, SS:

On this 19th day of April, 2005, before me a Notary Public in and for the State of Iowa, personally appeared Kim Chapman and Gene Krumm, 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. 2005-051 adopted by the Board of Supervisors on the 19th day of April, 2005, and Kim Chapman and Gene Krumm acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation.

Darrell Bauman



Notary Public

COUNTY OF GUTHRIE

ATTEST:

Date: 4/21/05

By: Jim Petersen
John Rutledge

Jim Petersen, Chairman

John Rutledge, Guthrie County Auditor



STATE OF IOWA, Guthrie COUNTY, SS:

On this 21 day of April, 2005, before me a Notary Public in and for the State of Iowa, personally appeared Jim Petersen and John Rutledge, 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.~~

approved by motion in Board minutes

_____ adopted by the Board of Supervisors on the 21 day of April, 2005, and Jim Petersen and John Rutledge acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation.

Gwen Blass

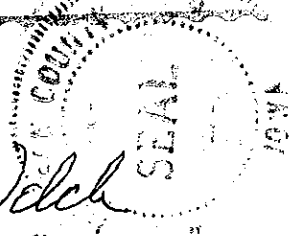
GWEN BLASS
Notarial Seal - Iowa
Commission # 187314
Notary Public Commission Expires 10-31-05

COUNTY OF MADISON
Date: 5-3-05

ATTEST:

By: _____
Steve Raymond, Chairman

Joan Welch
Joan E. Welch, Madison County Auditor



STATE OF IOWA, IOWA COUNTY, SS:

On this 9TH day of MAY, 2005, before me a Notary Public in and for the State of Iowa, personally appeared Steve Raymond 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 10-5-305 adopted by the Board of Supervisors on the 3 day of May, 2005, and Steve Raymond 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.

Michelle Utsler

Notary Public

