

**28E AGREEMENT BETWEEN ADAIR,
DALLAS, GUTHRIE and MADISON COUNTIES**

This agreement is made pursuant to Iowa Code Chapter 28E (1997). It shall include the following 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:

REC None COMPUTER
 AUD \$ _____ RECORDED
 R.S.F. \$ _____ COMPARED

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 agreement is for the 1999-2000 fiscal year. It will terminate on June 30, 2000. The 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.

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 Boards 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. Each county will be billed for 25% of the examiner's wages and expenses. Adair County will receive a 5% administration fee of the examiner's quarterly wages and expenses. This 5% will be divided equally between Dallas, Guthrie and Madison counties.

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.

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. The resolution will authorize the execution of the agreement.

STATE OF IOWA, ss.
MADISON COUNTY,

Inst. No. 005408 Filed for Record this 30 day of June 1999 at 3:44 PM
 Book 45 Page 759 Recording Fee NONE Michelle Utzler, Recorder, By Shelley A. Henry
 Deputy

The agreement will then be filed in the office of the Iowa Secretary of State and the Recorders of Adair County Iowa, Dallas County Iowa, Guthrie County Iowa and Madison County Iowa in accordance with Chapter 28E, Code of Iowa 1997.

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 ADAIR

Date: 6-2-99

By: Richard Dolan
Richard Dolan, Chairman
Board of Supervisors

ATTEST: (Seal)

Jenice Wallace
Jenice Wallace
Adair County Auditor

COUNTY OF DALLAS

Date: 5-25-99

By: Julius Little
Julius Little, Chairman
Board of Supervisors

ATTEST: (Seal)

Carole J. Bayeur
Carole J. Bayeur
Dallas County Auditor
By Marilyn K. Kelton, Deputy

COUNTY OF GUTHRIE

Date: 6-1-99

By: Jim Petersen
Jim Petersen, Chairman
Board of Supervisors

ATTEST: (Seal)

Janet Dickson
Janet Dickson
Guthrie County Auditor

COUNTY OF MADISON

Date: 6-8-99

By: Cy McDonald
Cy McDonald, Chairman
Board of Supervisors

ATTEST: (Seal)

Joan E. Welch
Joan E. Welch
Madison County Auditor
By Arlene Crewell, Deputy