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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA



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MTG
PCRF
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Carol "Cindy" Hol, Recorder
Dallas County IOWA

ODD
D/C

AGREEMENT

Prepared By: Wayne Reisetter
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Return to: Melinda Harney
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Adel, IA 50003
(515) 993-6847

Driver's License 28E Agreement 2010
Between DALLAS and MADISON COUNTIES

Driver's License 28E Agreement 2010

Between DALLAS and MADISON COUNTIES

WHEREAS, Guthrie County has notified the other participants of the agreement that Guthrie County intends to withdraw from the agreement effective June 30, 2010, 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 2010 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 May 11, 2005 shall be revoked in its entirety and there by terminated as of June 30, 2010 and the following shall be implemented in lieu thereof.

DRIVER'S LICENSE 28E AGREEMENT 2010 BETWEEN DALLAS AND MADISON COUNTIES

This agreement is made pursuant to Iowa Code chapter 28E (2009). It shall include the following counties and each shall adopt a resolution of this agreement: Dallas and Madison.

The purpose of said agreement is to establish a working mechanism among the two participating counties of Dallas and Madison so the counties may jointly pay their share of costs for 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. Any term or condition not defined in this agreement shall be further defined in the Driver's License Policy for 28E Agreement, which is hereby fully incorporated herein by reference.

Therefore, pursuant to the foregoing purpose, 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 and Madison. The Director of Human Resources for Dallas County shall be a member of the board as well. Both 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 chairperson and secretary.
 - B. The meetings and records are subject to the open meeting laws of the Iowa Code.

2. **Duration and Termination.** This Driver's License 28E Agreement 2010, between Dallas and Madison County will become effective July 1, 2010 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 Iowa on May 11, 2005 will terminate. The Driver's License 28E Agreement 2010, will terminate on June 30, 2011. The Driver's License 28E Agreement 2010, will renew annually on July 1st of each succeeding year unless one of the following occurs:
 - A. A county notifies in writing the other participating county prior to one-hundred and twenty (120) days of the agreement termination date, of its intent to withdraw, or
 - B. Any changes are made in the agreement, or
 - C. A new county joins the agreement.
3. **Employee Positions and Compensation.** Employee positions and compensation shall be determined by the governing board established by the agreement, 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 two counties: Dallas and Madison. Each county will pay their established share of the liability. Liability for judgments or claims rendered against a participating county for any acts of the employee or employer which occurred during the term of contract is the sole responsibility of the county to which the judgment or claim was assessed.
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 share of costs shall be 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 and the Madison County Board of Supervisors who shall authorize the execution of this agreement. The resolution will authorize the execution of this agreement.

The agreement will then be filed with the Office of the Iowa Secretary of State and the Recorders of Dallas and Madison Counties, in accordance with chapter 28E of the Code of Iowa (2009).

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

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

COUNTY OF DALLAS
Date: 6/15/10

ATTEST:

By: Mark A. Hansen
Mark Hansen, Chairman

Gene Krumm
Gene Krumm, Dallas County Auditor

STATE OF IOWA, DALLAS COUNTY, SS:

On this 15TH day of JUNE, 2010, before me a Notary Public in and for the State of Iowa, personally appeared Mark Hansen 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. 2010-0050 adopted by the Board of Supervisors on the 15TH day of JUNE, 2010, and Mark Hansen and Gene Krumm acknowledge the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation.

Joni L. Fagen
Notary Public



COUNTY OF MADISON
Date: 6-22-2010

ATTEST:

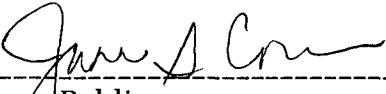
By: Bob Weeks Vice Chair
Steve Raymond, Chairman

Joan Welch
Joan E. Welch, Madison County Auditor

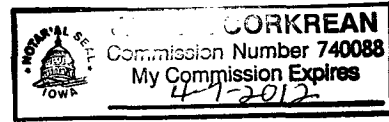
STATE OF IOWA, Madison COUNTY, SS:

On this 22 day of June, 2010, before me Bob Weeks 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. _____ adopted by the Board of Supervisors on the 22 day of June, 2010, and Steve Raymond and Joan E. Welch acknowledge the execution of the

instrument to be their voluntary act and deed and the voluntary act and deed of the corporation.



Notary Public



POSTED: Fri., June 18, 2010
Courthouse – 10:00 a.m.

MADISON COUNTY BOARD OF SUPERVISORS
Winterset, Iowa 50273
(515) 462-3225

NOTICE AND CALL OF BOARD MEETING - OPEN TO THE PUBLIC

GOVERNMENTAL BODY: Madison County Board of Supervisors

DATE OF MEETING: TUESDAY, JUNE 22, 2010

TIME OF MEETING: 9:00 A.M.

PLACE OF MEETING: Board Office - Courthouse, Winterset, Ia.

Public Notice is hereby given that the above mentioned governmental body will meet at the date, time and place above set out. The tentative agenda for said meeting is as follows:

Approval of Minutes

Old Business - Any items carried forward from previous meeting.

New Business –

9:00 A.M. - Supervisor Reports.

Board action: Fireworks permit application – Forrest Ridgway.
Weed Cutting Contract with Jeff Johnston.
Auditor may submit resolutions for transfers in Service Areas.

9:15 A.M. - Engineer Hagan – Secondary Roads report.

Action Items: RESOLUTION SR-6-10 – July 1, 2010 pay adjustments for Sec. Road union. SR-6-10 – Sec. Roads non-union pay adjustments for July 1, 2010. SR-6-10 – Schedule of \$.04/hr. longevity increases for Sec. Roads.

9:30 A.M. - John Grush – update on office space at DHS building

10:00 A.M. - Treasurer Collins – Board action on the 28E Agreement with Dallas County to share a drive examiner. Board action on contract with Infomax to replace printer.

10:15 A.M. - Tadd Davis – To discuss Ambulance Rates – Board action.

Claims -

Added Items -

Meeting is open to the public. Notice is given at the direction of the Chairperson pursuant to Chapter 21 Code of Iowa and local rules of said governmental body.