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FILED NO. 002231
BOOK 2002 PAGE 2231

**28E AGREEMENT BETWEEN
BOONE, DALLAS, and MADISON COUNTIES**

2002 MAY -9 AM 9:40

MICKI UTSLER
RECORDER
MADISON COUNTY, IOWA

This agreement is made pursuant to Iowa Code Chapter 28E (2001). It shall include the following counties and each shall adopt a resolution of this agreement: (1) Boone County, (2) Dallas County and (3) Madison County.

The purpose of said agreement is to establish a working mechanism, Tri-County Community Services among the three participating counties of Boone, Dallas and Madison so that the Counties may jointly pay their share of costs of Tri-County Community Services staff to serve individuals who are eligible for funding from the mental health budgets of said counties.

The further purpose is to accomplish the efficient operation of the Tri-County Case Management Services provided for the clients of each county. In particular, it is providing intensive services for Boone County, Dallas County and Madison County residents who are chronically mentally ill, mentally retarded and/or developmentally disabled and that are entitled to Title XIX eligibility who meet the criteria for services for each independent county plan.

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.

Whereas the prior experience of the three counties has shown that combining the resources of the counties is much more efficient; and

Whereas Tri-County Case Management Services will be run more efficiently under the governing board of the Tri-County Community Services.

Therefore pursuant to purposes the participating counties agree as follows:

TRI-COUNTY COMMUNITY SERVICES

1. Power and Authority. There shall be a governing board established consisting of three representatives of each of the Board of Supervisors of Boone, Dallas, and Madison counties. Each county Board has by formal motion approved this working agreement. The Director for Tri-County Community Services shall be responsible for overseeing the execution of this agreement.

2. Duration and Termination. This agreement is for the 2002-2004 fiscal years. It will terminate on June 30, 2004. A county may opt out of this agreement prior to the end date if one of the three following conditions are met:

1. A county notifies in writing the other participating counties prior to 120 days of the end of the existing fiscal year 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 Tri-County Community Services staff shall be paid a salary and benefits to be set by agreement of the three County Boards of Supervisors participating in this agreement. The Tri-County Community Services staff positions shall exist as employees of Dallas County with rights as provided for in the Dallas County Employee policy manual. All employees will fall under the directions of the Head of Dallas County Mental Health Department. The Department Head will administer the budget, oversee the deployment of staff and administer to the employees pursuant to the Dallas County employee handbook. The Department Head shall manage the Tri-County Case Management Services employees as outlined in this agreement. The Dallas County Auditor shall be responsible for paying all wages and employee claims for Tri-County Community Services staff and shall then bill Boone and Madison Counties quarterly for their share of said costs. Each County shall be responsible for providing office space.

The percentage of each county's share of the Tri-County Community Services operating costs shall be determined by computing the total mental health, mental retardation and developmental disabilities expenditures, (expenditures), for all three Counties for the last two successive fiscal years and then dividing each County's individual expenditures by the total expenditures. Note Attachment A. For each year that this contract is renewed, each county's share shall be re-computed. Each county's share shall be computed using the above-stated formula and the expenditures for each county during the last two successive fiscal years.

4. **Liability.** All wages, disability payments, pension, workman's compensation, employee benefits, and all other claims in connection with the duties carried out in accordance with 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.** All equipment purchased pursuant to the authorized budgets under this contract will be separately identified. If a County opts out of this agreement, the governing board shall determine the disposition of equipment.

This agreement shall be filed with the Secretary of State and recorded with the County Auditor of each participating county.

TRI-COUNTY CASE MANAGEMENT SERVICES

1. All employees of Tri-County Case Management will be employees of Dallas County and will fall under the direction of the Head of Dallas County Mental Health Department. The Department Head will administer to the employees pursuant to the Dallas County Employee Handbook.

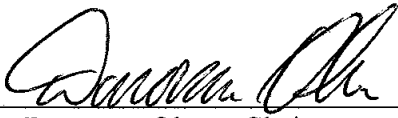
2. Each county covered by this agreement shall be billed at the unit cost rate.

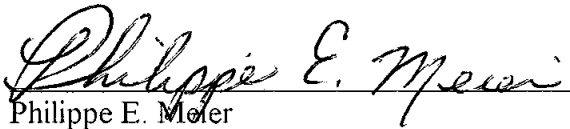
THIS AGREEMENT FILED AND DATED BY THE RESPECTIVE PARTIES AS FOLLOWS:

Dated this 9th day of April, 2002.

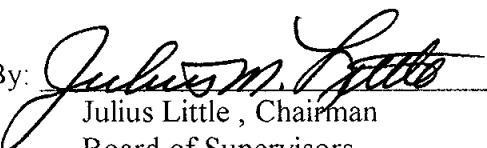
COUNTY OF BOONE


ATTEST:

By: 
Donovan Olson, Chairman
Board of Supervisors



Philippe E. Meier
Boone County Auditor


COUNTY OF DALLAS

By: 
Julius Little, Chairman
Board of Supervisors


Carole J. Bayeur
Dallas County Auditor

COUNTY OF MADISON

By: 
Bob Weeks, Chairman
Board of Supervisors


Joan Welch
Madison County Auditor