

STATE OF IOWA,
MADISON COUNTY,Inst. No. 339 Filed for Record this 2 day of August 19 96 at 12:32 PM
Book 43 Page 580 Recording Fee \$ No Fee Michelle Utsler, Recorder, By Betty M. Nibel
Deputy**28E AGREEMENT BETWEEN
BOONE, DALLAS and MADISON COUNTY**COMPUTER
RECORDED
INDEXED

This agreement is made pursuant to Iowa Code Chapter 28E (1993).
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
among the three participating counties of Boone, Dallas and
Madison so that the Counties may jointly pay their share of
mental health services staff to serve individuals who are
eligible for funding from the mental health budgets of said
counties.

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.

Pursuant to said purpose it is agreed as follows:

1. **Power and Authority.** There shall be a governing board
established consisting of one representative of each of the Board
of Supervisors of Boone, Dallas, and Madison county. Each county
Board has by formal motion approved this working agreement.

2. **Duration and Termination.** This agreement is for the
1996-1997 fiscal year. It will terminate on June 30, 1997. 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 Mental Health
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 agreement as to expenses for this contract
is "Attachment A" attached. The Mental Health staff positions
shall exist as employees of Dallas county with rights as provided
for in the Dallas County Employee policy manual. All employees
are employees at will. All employees will fall under the
direction of the Head of Dallas County Mental Health Department.
The Department Head will administer the budget as outlined in
"Attachment A" and administer to the employees pursuant to the
Dallas County employee handbook. The Department Head shall set
goals and policies which achieve the purposes of the current Tri-
County Mental Health plan. The Dallas County Auditor shall be
responsible for paying all wages and employee claims for the
Mental Health staff and shall then bill Boone and Madison
Counties quarterly for their share of said costs as identified in

Attachment A. The time period for such reimbursement shall be within 15 business days following the end of each quarter. Boone County's share of these costs will be 33%, Dallas County's share will be 49%, and Madison County's share will be 18%. Each county's share was determined using the following formula:

The percentage of each County's individual net expenses to the total expenses represents each County's share of the Mental Health operating costs. For each year that this contract is renewed each county's share shall be recomputed. Each county's share shall be computed using the above-stated formula and the net expenses for each county during the last two successive fiscal years.

<u>MENTAL HEALTH EXPENSES-FISCAL YEAR</u>	<u>1993-1994</u>	<u>1994-1995</u>	<u>TOTAL</u>
Boone	\$1,539,540	\$1,409,992	= \$2,949,532
Dallas	\$2,183,231	\$2,145,645	= \$4,328,876
Madison	\$704,219	\$866,391	= <u>\$1,570,610</u>
Total Expenses			\$8,849,018

4. Liability. All wages, disability payments, pension, workman's compensation claims, 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. Upon termination of the contract the equipment is to be sold to the highest bidder at public sale with adequate notice given to the public. The funds from such sale shall then be divided between the counties in the same percentage as expenses paid under paragraph 3 of the terminated contract.

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

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

Dated this 1 day of _____, 1996.

COUNTY OF BOONE

By: Robert Lind
Robert Lind Chairman
Board of Supervisors

ATTEST:

Philippe E. Meier
Philippe E. Meier
Boone County Auditor
By Leitta S. Meier Deputy



COUNTY OF DALLAS

By: Julius Little
Julius Little, Chairman
Board of Supervisors

ATTEST:

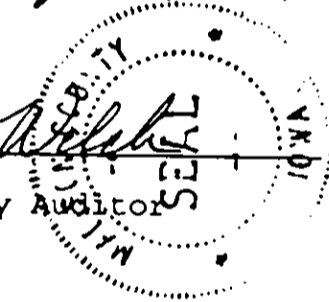
Carole J. Bayeur
Carole J. Bayeur
Dallas County Auditor
By Maureen K. Kelton Deputy

COUNTY OF MADISON

By: Dean Lauer
Dean Lauer, Chairman
Board of Supervisors

ATTEST:

Joan Welch
Joan Welch
Madison County Auditor



ATTACHMENT A

Mental Health Administrative Costs for Reimbursement:

Salaries - Central Point of Coordination Administrator:	\$36,450.00
Administrative Assistant	\$20,000.00
Clerical	\$16,460.00

Other Costs:

FICA	\$5,579.00
IPERS	\$4,190.00
Workers Compensation insurance	\$1,038.00
Disability (.0074 X salaries total)	\$540.00
Life Insurance	\$257.40
Health Insurance	\$12,924.00
Mileage	\$5,000.00
Training	\$5,000.00
Equipment	\$5,000.00

Budget	\$112,438.40
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