

COUNCIL ACTION FORM

SUBJECT: **AMENDMENTS TO THE 28E AGREEMENT FOR ASSET ADMINISTRATIVE SERVICES**

BACKGROUND:

A 28E agreement outlines the funding arrangement for administrative services between the four ASSET Funders (City of Ames, Iowa State University Student Government, Story County, and United Way of Story County). This Agreement was most recently revised in June 2016. The withdrawal of Central Iowa Community Services Mental Health Region from the ASSET process in June 2020 prompted a review of the Agreement. The following revisions are proposed to take place:

- Remove Central Iowa Community Services (CICS) as a Joint Funder
- Update termination language
- Update effective date and duration sections
- Add new sections addressing:
 - Governing laws
 - Amendments
 - Previous agreements

The revised agreement was drafted by the City Attorney's Office and reviewed by the Story County Attorney's Office. The agreement will become effective once it is approved by all four funders and filed with the Iowa Secretary of State.

ALTERNATIVES:

1. Approve the revised ASSET 28E agreement as described above.
2. Do not approve the revised 28E Agreement for ASSET Administrative Services.

CITY MANAGER'S RECOMMENDED ACTION:

The administrative services provide support to the ASSET Board, Administrative Team, and any sub-committees to conduct the business of ASSET. The 28E Agreement for these services sets forth the contractual terms of the four ASSET Joint Funders. This agreement must be updated to reflect the withdrawal of CICS as a Joint Funder and to address other minor revisions.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby approving the amended ASSET 28E agreement for Administrative Services.

AMENDED INTERGOVERNMENTAL / AGENCY AGREEMENT
TO FUND ADMINISTRATIVE SERVICES
FOR THE ASSET PROCESS

THIS AGREEMENT is made and entered into the ____ day of _____, 2020, pursuant to Iowa Code Chapter 28E, by and between Story County, Iowa (hereinafter referred to as County); the City of Ames, Iowa (hereinafter referred to as Ames); United Way of Story County (hereinafter referred to as United Way); and the Iowa State University Student Government (hereinafter referred to as ISU Student Government), as indicated by the list and signatures appearing at the end of this agreement. All signing are parties to this agreement (hereinafter referred to as the ASSET Board and/or Joint Funders).

I. AUTHORITY

The parties enter into this Agreement under and by virtue of the powers granted by Chapter 28E, Code of Iowa, 2020.

II. PURPOSE

The purpose of this agreement is to fund a contract for administrative services to support the ASSET Board and its sub-committees to conduct the business of the ASSET Board.

III. ENTITY ESTABLISHED

No separate entity is established.

IV. ADMINISTRATION

This agreement shall be administered by the contracting party and the signing members of the ASSET Board. The administrative services provided for by this agreement shall be administered by and provided by United Way of Story County on a contract basis.

V. FINANCING

Each ASSET Board signing member shall contribute equally to the contract to fund the yearly expense for administrative services.

VI. INDEMNIFICATION

Each ASSET Board signing member shall be responsible to the others only for the

amount of their agreed to share of the yearly contract for administrative services undertaken pursuant to the provision of this agreement.

VII. EFFECTIVE DATE AND DURATION OF THE AGREEMENT

As required by Iowa law, this Agreement will be filed with the Secretary of the State of Iowa and shall be recorded in the office of the Story County Recorder. This Agreement shall be effective from and after the date on which recording is complete. This Agreement will continue in effect until terminated by the ASSET Board.

VIII. TERMINATION

An ASSET Board signing member may withdraw its participation in the Intergovernmental/Agency Agreement to Fund Administrative Services for the ASSET Process on written notice to the other ASSET Board signing members. Written notice shall be given no later than July 1 of any given year and termination will be effective June 30 of the following year. A shorter notice period may be granted upon agreement of the other ASSET Board signing members though the date of termination shall remain June 30 of the given fiscal year; the other ASSET Board signing members will not unreasonably withhold their agreement to a shorter notice period. Each ASSET Board signing member shall remain liable for its pro rata share of expenses until withdrawal takes effect.

Upon withdrawal of an ASSET Board signing member, the remaining ASSET Board signing members shall be responsible for equally contributing to the contract to fund the yearly expense for administrative services. A new or amended intergovernmental/agency funding agreement shall be filed with the Iowa Secretary of State as soon as is practicable upon the withdrawal of any ASSET Board signing member.

IX. GOVERNING LAW

This Agreement shall be governed by and interpreted under the laws of the State of Iowa.

X. AMENDMENTS

This Agreement may be amended at any time by an affirmative vote of the ASSET Board. Any ASSET Board signing member desiring an amendment to this Agreement shall notify the other ASSET Board signing members of its desire, and the reasons for the request.

Such a request shall be in writing to the other ASSET Board signing members and shall be considered by the other ASSET Board signing members without unreasonable delay and within no more than ninety (90) days of receipt.

XI. SUPERSEDES PREVIOUS AGREEMENTS

This Agreement supersedes any and all prior Intergovernmental/Agency Agreements to Fund Administrative Services for the Asset Process.

Remainder of page intentionally left blank.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the days and dates set forth below.

STORY COUNTY, IOWA

Linda Murken, Chairperson, Story
County Board of Supervisors

Date _____

Attest:

Story County Auditor

CITY OF AMES, IOWA

John A. Haila, Mayor

Date _____

Attest:

City Clerk

UNITED WAY OF STORY COUNTY

Director

Date _____

Attest:

Executive Secretary

**IOWA STATE UNIVERSITY
STUDENT GOVERNMENT**

President

Date _____

Attest:

Secretary