

**AMENDMENT NO. 1**  
**To**  
**28E Agreement**  
**For**  
**AN INTERGOVERNMENTAL AGREEMENT BY HARDIN COUNTY IOWA, FRANKLIN COUNTY**  
**IOWA, MARSHALL COUNTY IOWA AND STORY COUNTY IOWA, FOR THE SHARING OF MENTAL**  
**HEALTH ADVOCATE COSTS**  
**Dated March 6, 2017**  
**Iowa Code Section 28E.12**

This AMENDMENT No. 1 is by and among the County of Hardin, Iowa, the County of Franklin, Iowa, the County of Marshall, Iowa, and the County of Story, Iowa (collectively, "the Parties"). In consideration of the mutual covenants herein made, the Parties agree as follows:

**SECTION 1. PURPOSE OF AMENDMENT**

1. Parties agree that an amendment should be made to add the County of Hamilton, Iowa to the Intergovernmental Agreement.
2. Parties agree no separate legal entity is created with this Intergovernmental Agreement.
3. Parties agree that an amendment should be made to number 3. Advocate mileage reimbursement shall be at the IRS standard mileage rate.
  - a. The agreement referenced above is amended to replace "same rate as that set by the regional CICS Board for travel" with the following "IRS standard business mileage rate."
4. Parties agree that an amendment should be made to number 4. Advocate's wages and costs on behalf of counties and client activity report.
  - a. The agreement reference above is amended to replace "Hardin County will pay the Advocate's wages and costs on behalf of all four counties using regional Mental Health and Disability Service funds. The Advocate will provide detailed client activity reports to each county on a monthly basis." with the following "Hardin County will pay the Advocate's wages and costs on behalf of all five counties with funds reimbursed by Central Iowa Community Services Mental Health and Disability Services for Mental Health Advocate Services. The Advocate will provide client activity reports for billing purposes on a monthly basis."
5. Parties agree that an amendment should be made to number 5. Allowed costs of the Mental Health Advocate.

- a. The agreement referenced above is amended to replace “Allowed costs of the Mental Health Advocate shall include: wages, county portion of FICA and IPERS, mileage, cellular allowance or charges, long distance phone charges and necessary meeting and training expenses. If the Advocate qualifies, through the employing county, insurance may include but not be limited to workers compensation, property, liability, errors and omissions, and whatever additional special coverage’s are decided by member counties” with the following “Allowed costs for the Mental Health Advocate shall include: wages, county portion of FICA and IPERS, health insurance, mileage, phone charges, necessary office equipment and supplies, and necessary meeting and training expenses. If the Advocate qualifies, through employing county, insurance may include but not be limited to workers compensation, property liability, and errors and omissions.”
6. Parties agree that an amendment should be made to number 7. termination of this Agreement.
  - a. The Agreement referenced above is amended to add “Any property at time of termination of the Agreement remains the property of the County of Hardin, Iowa.”
7. Parties agree that an amendment should be made to number 9. To add that amendments may be made to this Agreement.
  - a. The Agreement referenced above is amended to replace “The parties agree that this agreement terminates and/or supersedes all prior agreements, the parties further agree to waive any notice of termination concerning that prior agreement and consent to its termination.” with the following “The parties agree that this Agreement may be amended with an affirmative, unanimous vote of the voting Board of Supervisors above named and upon filing of the Amendment with the Secretary of State of Iowa.”

SECTION 2. TERMS AND CONDITIONS. All other terms and conditions of the Agreement identified in the caption hereof shall remain in full force and effect except as specifically modified by this amendment.

IN WITNESS WHEREOF, \_\_\_\_\_ COUNTY EXECUTES THE INTERGOVERNMENTAL AGREEMENT AMENDMENT, EFFECTIVE \_\_\_\_\_, 2023.

BY: \_\_\_\_\_

(print name)

\_\_\_\_\_ Board of Supervisors, Chairperson

ATTEST: \_\_\_\_\_

(print name)

\_\_\_\_\_ County Auditor

**ACKNOWLEDGEMENT BY NOTARY**

STATE OF IOWA        )  
                                  )ss.  
\_\_\_\_\_ COUNTY     )

**On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me the undersigned, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me personally known, who, being sworn, did say that they are the Chairperson of the Board of Supervisors and County Auditor of \_\_\_\_\_ County, Iowa respectively; that the seal affixed hereto is the seal of said \_\_\_\_\_ County; that said instrument was signed and sealed on behalf of the said \_\_\_\_\_ County, Iowa by authority of its Board of Supervisors and that said \_\_\_\_\_ and \_\_\_\_\_ as such officers, acknowledge the execution of said instrument to be the voluntary act and deed of said County, it and by them voluntarily executed.**

\_\_\_\_\_  
Notary Public in and for Said County  
And State of Iowa