

RESOLUTION #52-21
Elderbridge Agency on Aging 28E Agreement

Whereas, the Floyd County Board of Supervisors (County/Board) recognizes the shift in the aging demographics of our county and the increased need for community support and services to assist this population; and

Whereas, the Elderbridge Agency on Aging (Agency) is a nonprofit corporation providing efforts to improve the lives of Iowans by transforming services to better serve older Iowans, support their caregivers, and collaborate with community partners; and

Whereas, the County's long-term relationship with the Agency has proven the Agency's services have a positive impact on the health and welfare of Floyd County residents; and


Whereas, a 28E agreement has been drafted for the purpose of establishing funding paid by the County for the Agency to continue to provide family services outreach staffing, administrative and indirect costs and to be used for local match requirements and support for additional funding needs of Agency programs serving residents of Floyd County.

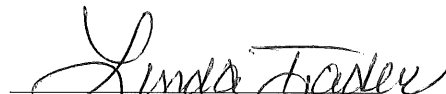
Therefore, be it resolved that the Board finds it necessary and appropriate, in effort to establish safeguards to protect the interest of the public, to enter into a 28E agreement with the Elderbridge Agency on Aging, a private nonprofit corporation, whereby the Agency will receive annual payments, sourced from public funds of the County in an amount determined by the County annually, for the duration of the agreement in accordance with the terms that the Agency provides direct services in the form of programs and accountability for those services as identified in the agreement.

Be it also resolved that the Board hereby authorizes the Chair of the Board of Supervisors to sign said 28E agreement.

Adopted this 14th day of December, 2021.

ATTEST:


Gloria A. Carr, Auditor


Linda Tjaden, Chair
Floyd County Board of Supervisors

28E AGREEMENT FOR FUNDING FOR SERVICES BETWEEN ELDERBRIDGE AGENCY ON AGING AND AUDUBON COUNTY, IOWA, BUENA VISTA COUNTY, IOWA, CALHOUN COUNTY, IOWA, CARROLL COUNTY, IOWA, CERRO GORDO COUNTY, IOWA, CLAY COUNTY, IOWA, CRAWFORD COUNTY, IOWA, DICKINSON COUNTY, IOWA, EMMET COUNTY IOWA, FLOYD COUNTY, IOWA, FRANKLIN COUNTY, IOWA, GREENE COUNTY, IOWA, GUTHRIE COUNTY, IOWA, HAMILTON COUNTY, IOWA, HANCOCK COUNTY, IOWA, HUMBOLDT COUNTY, IOWA, KOSSUTH COUNTY, IOWA, LYON COUNTY, IOWA, MITCHELL COUNTY, IOWA, O'BRIEN COUNTY, IOWA, OSCEOLA COUNTY, IOWA, PALO ALTO COUNTY, IOWA, POCAHONTAS COUNTY, IOWA, SAC COUNTY, IOWA, SIOUX COUNTY, IOWA, WEBSTER COUNTY, IOWA, WINNEBAGO COUNTY, IOWA, WORTH COUNTY, IOWA AND WRIGHT COUNTY, IOWA.

THIS AGREEMENT (hereinafter " Agreement ") is made and entered into pursuant to Iowa Code Chapter 28E, to be effective on the date herein provided, by and between Audubon County, Iowa, Buena Vista County, Iowa, Calhoun County, Iowa, Carroll County, Iowa, Cerro Gordo County, Iowa, Clay County, Iowa, Crawford County, Iowa, Dickinson County, Iowa, Emmet County, Iowa, Floyd County, Iowa, Franklin County, Iowa, Greene County, Iowa, Guthrie County, Iowa, Hamilton County, Iowa, Hancock County, Iowa, Humboldt County, Iowa, Kossuth County, Iowa, Lyon County, Iowa, Mitchell County, Iowa, O'Brien County, Iowa, Osceola County, Iowa, Palo Alto County, Iowa, Pocahontas County, Iowa, Sac County, Iowa, Sioux County, Iowa, Webster County, Iowa, Winnebago County, Iowa, Worth County, Iowa, and Wright County, Iowa, all organized and existing under the laws of the State of Iowa (hereinafter collectively referred to as "Counties" and individually as "County") and Elderbridge Agency on Aging, an Iowa non-profit corporation (hereinafter "Agency") (collectively referred to herein as the "Parties"). This Agreement shall not create a separate entity.

WHEREAS the Agency is a private agency as defined in Iowa Code Section 28E.2, and is a nonprofit corporation duly formed and existing pursuant to the laws of the State of Iowa; and

WHEREAS the County is a political subdivision duly formed and existing pursuant to the laws of the State of Iowa and is a public agency as defined in Iowa Code Chapter 28E; and

WHEREAS Iowa Code Chapter 28E authorizes public agencies to enter into agreements for joint or cooperative action with public or private entities; and

WHEREAS Agency is designated an instrumentality of the State of Iowa by the Iowa Department of Aging; and,

WHEREAS there is a long term shift in the aging demographics of our state requiring increased need for community supports and services to assist this population; and,

WHEREAS Agency and the County have determined it to be in the best interest of the respective Parties to enter a 28E Agreement to coordinate efforts to improve the lives of older Iowans in each County by transforming services to better serve older Iowans, support their caregivers, and collaborate with community partners; and,

WHEREAS the Parties believe it is in their best interest to enter into a written agreement setting forth their respective rights and obligations.

NOW THEREFORE, in consideration of the mutual promises and agreements contained herein, and upon the following terms and conditions, Agency and the County agree as follows:

1. Purpose. Pursuant to the provisions of Chapter 28E of the Code of Iowa, the purpose of this Agreement shall be to provide for the joint exercise of the respective powers of the parties hereto in connection with achieving the goals of assisting older persons to remain in their homes independently, and to support their caregivers.
2. Administration. No separate legal or administrative entity or joint board will be established by this Agreement. The County Auditor and the CEO of the Agency will be designated as the administrators of the Agreement for the purpose of Iowa Code Section 28E.6. No joint budget will be established or maintained for the purpose of carrying out the terms of this Agreement.
3. Duration. This Agreement shall be for a one-year term with an effective commencement date of July 1, 2021 and shall automatically renew for a one (1) year period under the same terms and conditions unless otherwise terminated as forth below in Paragraph 7.
4. Goals Of Funding. The goal of this joint action between the County and Agency shall be to serve older Iowans and their caregivers in County through programs and services including option counseling, case management, meal programs, caregiver support, respite services, evidence base health programs, advocacy, and recreation and education programs.
5. Funding. The Agency shall, in consideration of receiving an annual payment from County in an amount determined annually by County, provide direct services in the form of programs identified in paragraph 4, above, that impact the health and welfare of County residents.

Funding provided by County will be used for:

- A portion of Family Services Outreach staffing, administrative and indirect costs in County.
- Local match requirements for Agency programs serving residents of County.
- Support for additional funding needs of Agency programs serving residents of County.

Expenditures will be tracked and be reported to County at its request. Agency will reimburse County for any funds paid to Agency that the Agency cannot document as having been used for the purposes described in this Agreement. Agency shall be audited annually by an independent auditor to include review of public purpose requirement.

6. Supervision. It is agreed that the policies and activities of the Agency shall be determined and overseen by the Board of Directors of the Agency.
7. Termination. This Agreement shall automatically renew for one (1) year periods, commencing from its effective date under the same terms and conditions unless the terms are modified in writing by the joint action of the Parties or by written notice of termination provided by one party to the other no less than thirty (30) days prior to the expiration of any one (1) year term. This Agreement may also be terminated by any

Party upon the breach of any provisions of this Agreement by another Party. This Agreement shall remain in full force and effect to the end of the specified term or until terminated or cancelled pursuant to this Agreement.

8. Compliance. Each party agrees that it will comply with all Federal, State and Local laws and regulations applicable to its performance under this Agreement.
9. Status of the parties. It is expressly understood and agreed by the parties that nothing contained in this Agreement will be construed to create a partnership, association or other affiliation or like relationship between the parties, it being specifically agreed that the relation is and will remain that of independent parties to a cooperative contractual relationship. In no event will either party be liable for the debts or obligations of the other party.
10. Notices. All notices and other communications to be given under this Agreement will be deemed given when either personally delivered or mailed by first class mail, postage prepaid, with proper address to the following addresses until otherwise notified:

 To the Agency:
 Elderbridge Agency on Aging
 Attn: CEO
 1190 Briarstone Drive, Suite 3
 Mason City, IA 50401

 To the County:
 At the address on the signature page approving this Agreement.
11. Construction. This Agreement shall be construed so as to comply with the requirements of the laws of the State of Iowa. The provisions of this Agreement and all paragraphs and sections under it are to be construed with a view to affect its objects and to promote the intent of the parties who have fixed their signatures herein.
12. Forum/Law. The Parties consent to the jurisdiction of the Iowa District Court in and for the County wherein a dispute arose for all matters relating to this Agreement and agree that this Agreement will be governed by the laws of the State of Iowa.
13. Severability. If any provision of this Agreement is held illegal or invalid, the illegality or invalidity of such provision will not affect any of the remaining provisions and this Agreement will be construed and enforced as if such illegal or invalid provision had not been contained herein.
14. Waiver. The failure of either of the parties to enforce any right or provision under this Agreement will not constitute a waiver of such right or provision unless acknowledged and agreed to by such party in writing. In addition, no waiver of a party's right or remedy will affect the other provisions of this Agreement.
15. Force Majeure. Notwithstanding anything contained in this Agreement to the contrary, no party will be liable to the other for failure to comply with any obligation under this Agreement if such party is prevented from doing so by reason of events beyond the reasonable control of the party.

16. Assignment. No party may assign any right or obligation under this Agreement, in whole or in part, without the other party's prior written consent. This Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and permitted assignees.
17. No Third-Party Beneficiaries. This Agreement is entered into by and between the Parties hereto for their benefit. There is no intent by any Party to create, imply, or establish a third-party beneficiary or status or rights in any person except as expressly set forth in this Agreement, and no such third party will have any right to enforce any benefit created or established under this Agreement.
18. Method Of Approval. The parties hereto shall approve this Agreement by resolution, which respective resolutions shall authorize the representative of the Agency Board of Directors and the respective County Board of Supervisors to execute this Agreement.
19. Counterparts. This Amendment may be executed in nineteen (19) counterparts, each of which so executed shall be deemed to be an original.
20. Effect of any County Not Approving Agreement. Should any County choose not to approve this Agreement, that County's decision will not impact the enforceability of the terms of this Agreement as between the Agency and those Counties that do approve the Agreement.
21. Entire Agreement. This Agreement supersedes all previous agreements, amendments, arrangements, and understandings between the parties with respect to the subject matter hereof and constitutes the entire agreement between the parties.
22. Amendments. This Agreement may be amended by a written instrument approved and executed by the Agency and the County and filed with the Iowa Secretary of State in accordance with Iowa Code Section 28E.8.
23. Agreement - Filing. When this Agreement has been approved by the Parties hereto, it shall be filed with the Secretary of State of the State of Iowa in accordance with the provisions of the Iowa Code Section 28E.8.
24. Agreement - Effective Date. This Agreement shall be effective from, on and after the date which this Agreement is recorded and filed as herein provided.

IN WITNESS WHEREOF, this Agreement has been approved by appropriate action and duly executed by the parties on the dates written below.

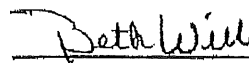
DATED by Agency this 13 day of September, 2021.

ELDERBRIDGE AGENCY ON AGING

Shelly Sindt

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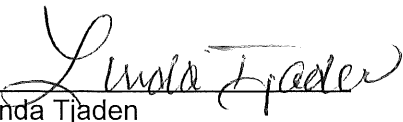
Shelly Sindt, CEO



Beth Will, Board President


DATED by County this 14th day of December, 2021.

**FLOYD COUNTY
BOARD OF SUPERVISORS**



Linda Tjaden
Chairperson
101 South Main Street
Charles City, IA 50616

Attest:



Gloria A. Carr
County Auditor