

Prepared by: Katy Flint, Franklin County Auditor, PO Box 26, Hampton, Iowa, 50441 641-456-5622
Return to: Katy Flint, Franklin County Auditor, PO Box 26, Hampton, Iowa, 50441 641-456-5622

RESOLUTION #2022-9

28E AGREEMENT BETWEEN FRANKLIN COUNTY AND THE CENTRAL IOWA COMMUNITY SERVICES

RESOLUTION #2022-9: Approving the 28E Agreement between the Central Iowa Community Services and Franklin County. The agreement includes CICS retaining Franklin County to provide Human Resource services to include, without limitation, personnel support and administration, payroll management, and benefit administration and seek other services as described in the attached agreement.

ADOPTED this 24th day of January, 2022, with the vote thereon being as follows:

AYES: McVicker, Nolte, Vanness


ABSTAIN:

NAYS: None

ABSENT/NOT VOTING:

All members voted aye. Resolution duly adopted.

FRANKLIN COUNTY BOARD OF SUPERVISORS



Gary McVicker, Chairman

ATTEST: 

Katy Flint, Auditor

28E Agreement Between Franklin County, Iowa and Central Iowa Community Services (CICS)

This 28E Agreement ("Agreement") is made and entered into by and between Franklin County, Iowa, (which hereinafter may be referred to as "County" or "Franklin County") and Central Iowa Community Services (which hereinafter may be referred to as "CICS" or the "Region") in accordance with provisions of Iowa Code Chapter 28E.

Purpose of Agreement:

CICS wishes to retain Franklin County to provide human resources (HR) services ("Services") to include, without limitation, personnel support and administration, payroll management, and benefit administration and seek other services as described in this Agreement ("Services"). This Agreement recognizes the responsibilities of Franklin County and CICS with Franklin County as the "Single Employer of Record" for all CICS staff performing duties of the Region.

Franklin County and CICS agree to the following terms effective July 1, 2022 ("Effective Date"). This Agreement shall be approved by resolution by each party and filed with the Iowa Secretary of State as required by Iowa Code Section 28E.8.

Section 1. Human Resources Administration and Employee On-Boarding Services

- 1.1 Franklin County and CICS shall have a Memorandum of Understanding (MOU) for each employee performing duties for CICS, and such MOU will identify full time equivalent (FTE) status, rate of pay, and years of service (for initial employees the MOU will include number of hours of paid leave the employee will have upon transfer to Franklin County). CICS will provide job descriptions and other documents as needed in the Franklin County format for each employee. Any counties wishing to have CICS/Franklin County staff perform county functions will be required to engage Franklin County in a 28E Agreement.
- 1.2 Franklin County will provide Services to CICS using Solutions, Inc. payroll software and applications ("Software") at no additional expense to CICS. Franklin County shall take steps to ensure the Software will be hosted with secure servers, workstations, networking equipment, and operating systems with proper backup devices.
- 1.3 As part of the Services, Franklin County will provide full payroll support including, without limitation:
 - Payroll processing and records management, prepare all standard payroll reports after each payroll period (26 pay periods per year, prepare funds and issue checks and direct deposits accordingly).
 - All aspects of time and attendance tracking to include paid and unpaid leave time management.
 - Prepare all State and Federal tax remitting and filings including W-2s.
 - Iowa Public Employees Retirement System (IPERS) administration.
- 1.4 As part of the Services, Franklin County will manage on-boarding of new employees to include, among other things:

- Criminal history check through the Iowa Division of Criminal Investigation.
 - Driving records check through the Iowa Department of Transportation.
 - Post-employment physicals and drug screening.
 - I-9 compliance.
 - Assistance in hiring and interviewing to ensure compliance with State and Federal law.
- 1.5 Employees transferred to Franklin County's employment upon execution of this Agreement shall not be required to complete the Franklin County's hiring procedures including background checks, pre-employment physicals or drug screenings. This is due to the fact that prescreening and background checks have been completed by the current employing county.
- 1.6 Employees hired after the effective date of this Agreement shall be required to pass any pre-employment background checks, pre-employment physicals, and drug-screening.

Section 2. Employee Benefits

- 2.1 As part of the Services, Franklin County will manage all aspects of employee benefits for CICS. This includes choosing appropriate benefit plans, completing necessary tasks and paperwork during new-hire onboarding, life events, and managing annual open enrollment benefit periods. Franklin County will manage invoicing from insurance providers and issue payment for premiums.
- 2.2 Employee benefits managed by Franklin County shall include:
- Fully-insured health insurance. Any employee cost share will be in accordance with Franklin County policies for its other employees.
 - Fully-insured dental insurance. Any employee cost share will be in accordance with Franklin County policies for its other employees.
 - Section 125 Cafeteria Plan (Flex Savings Account) for healthcare and dependent care reimbursement.
 - Group life insurance per Franklin County policies for employees and their dependents.
 - 457(b) Deferred Compensation plans.
- 2.3 As part of the Services, Franklin County will manage all aspects of:
- COBRA insurance and compliance.
 - Affordable Care Act compliance.
 - OSHA regulations and compliance.
 - Workers compensation to include access to company nurse services to manage workplace injuries and illnesses.
 - Family Medical Leave Act (FMLA) and compliance.
- 2.4 Employee leave benefits:
CICS agrees to adopt Franklin County's paid leave accrual schedules, including vacation, sick, family sick, personal time, holidays, and floating holidays. CICS shall provide starting vacation

and sick balances upon CICS staff hire date with Franklin County. Franklin County will allow CICS staff to accrue vacation and sick leave according to current years of service based on County leave accrual policies.

Section 3. Employee Policies and Procedures, Employee Management, Employee Performance Evaluation

- 3.1 CICS agrees to adopt Franklin County's Employee Policies and Procedures. The County will assist CICS with the development and adoption of CICS-specific policy and procedures as agreed upon. If CICS desires not to follow any of the County's established policies or to adopt a policy that contradicts the County's policies, said policy must first be approved by CICS and the Franklin County Board of Supervisors.
- 3.2 Franklin County will oversee and conduct any internal or external investigations arising from non-compliance of employee policy or allegations of harassment or discrimination. The County will make a formal recommendation for major disciplinary action to CICS. CICS will have the discretion to unilaterally implement minor discipline (verbal and written warnings) on matters concerning employee performance. CICS shall provide documentation of minor discipline action to the HR office to be retained in the employee's personnel file. CICS shall consult with Franklin County's Department of Human Resources on major discipline issues that may lead to time off without pay or termination to ensure all ADA, Fair Labor standards and any other state and federal mandates are followed accordingly. Franklin County will not supersede a decision of CICS regarding employee discipline, but will serve in an advisory role in regard to employment laws and regulations. CICS agrees to hold the County free from liability to CICS if a CICS-specific employee policy, procedure, and/or practice is enforced in accordance with its terms and such terms in any way contradict Franklin County employee policy, procedure, and/or practice and results in a lawsuit involving CICS. Should the County incur additional expenses, including but not limited to legal fees or settlement funds, for investigations into CICS staff members for harassment, discrimination, or hostile work environment not resulting, in whole or in part, from any actions or inactions of Franklin County those expenses shall be reimbursed to the County by CICS.
- 3.3 Franklin County will provide assistance in establishing and administering a CICS staff performance evaluation plan as requested by CICS.
- 3.4 Franklin County will have oversight of CICS staff only to the degree necessary to ensure compliance with State and Federal employment laws and applicable personnel policies. Day to day direction and oversight of CICS staff members will remain with CICS.

Section 4. Employee Compensation

- 4.1 CICS will pay start-up costs of one month of estimated employee costs to Franklin County prior to the first payroll period for CICS staff. Such costs shall be communicated to CICS in advance. Franklin County shall invoice CICS for the start-up costs. Upon termination of this Agreement, any funds advanced by CICS to Franklin County for start up-costs or other employee costs that have not been expended pursuant to the terms of this Agreement shall be promptly refunded to CICS.
- 4.2 CICS agrees that CICS staff members will be paid at their current hourly wage or salary upon

transfer of their employment to the County. Thereafter, CICS staff will receive wage increases as approved by CICS Governing Board, following the same anniversary schedule as approved by the Franklin County Board of Supervisors.

- 4.3 CICS will promptly pay payroll costs monthly to Franklin County upon receipt of an invoice.

Section 5. Payment for Services

- 5.1 CICS shall be responsible for development of any budgets for the services provided hereunder and the services and expenses incurred pursuant to this Agreement shall be financed by CICS. As consideration for the Services and upon the submission of monthly invoices, within the payment terms stipulated herein, CICS shall pay Franklin County at the rates or in accordance with the milestone-pricing table set forth in Exhibit A on a monthly basis. In no event, however, shall the County perform, or receive compensation for additional services not set forth in this Agreement without a written mutually agreed upon modification of this Agreement signed by both parties encompassing such additional services in accordance with Section 6 below.
- 5.2 CICS agrees to cover all additional employee-related fees and costs incurred to Franklin County resulting from the performance of this Agreement such as but not limited to: unemployment claims, worker's compensation costs, and pre- and post-employment screening costs for CICS staff.
- 5.3 CICS agrees to reimburse the County for any reasonable and necessary out-of-pocket travel and other miscellaneous expenses incurred by Franklin County staff relating to this Agreement, which are incurred at the direction of, and upon the prior written approval of, the County. Such reasonable travel expenses include mileage, meals, and/or lodging. Travel must be authorized by the County and CICS prior to any anticipated reimbursable travel and will be at the federal government approved rates.

Section 6. Administration

The CEO of CICS shall be the administrator of this Agreement.

Section 7. Amendments

Any amendments to this Agreement requires approval in writing from the Franklin County Board of Supervisors and CICS Governing Board. Changes in Exhibit A Services Cost does not require a new Agreement; however, modifications shall be agreed upon by action of both parties in writing.

Section 8. Agreement Term

This Agreement shall commence on the Effective Date and continue until June 30, 2025.

Section 9. Agreement Termination

- 9.1 This Agreement may be terminated by either party in the event the other party fails to perform its obligations hereunder, fails to assure timely performance, or otherwise fails to perform its material obligations, provided, however that prior to such termination the

terminating party notifies the defaulting party in writing 90 days in advance.

9.2 This Agreement shall end if action of the federal or state government creates a situation where CICS can no longer function under this Agreement.

9.3 This Agreement may be terminated without cause by either party with written notice no later than December 1 prior to the fiscal year that the termination will become effective, resulting in a minimum seven-month notice.

9.4 Upon termination of this Agreement, CICS shall have no liability for such termination except for liability for Services rendered or expenses incurred by the County in accordance with this Agreement prior to the effective date of such termination and for which payment has not been made.

Section 10. Miscellaneous

10.1 This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all negotiations, preliminary agreements and all prior and contemporaneous discussions and understandings of the parties in connection with the subject matter hereof.

10.2 Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the parties hereto (and their respective heirs, legal representatives, successors and permitted assigns), any rights, remedies, obligations or liabilities under or by reason of this Agreement.

10.3 The rights and obligations of the parties to this Agreement may not be assigned or subcontracted unless such assignment or subcontract is in writing and consented to by the parties hereto. Any assignment not in accordance with this Section 10.3 shall be null and void.

10.4 Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or when deposited in the United States mail, postage prepaid, sent certified or registered, and addressed as follows:

a. If to Franklin County, to:

Franklin County Auditor
12 1st Ave. NW
PO Box 26
Hampton, Iowa 50441
Attn: Katy Flint

b. If to CICS, to:

CICS – Story County
126 S. Kellogg Ave., Ste. 001
Ames, IA 50010
Attn: Karla Webb, Operations Officer

or to such other address or person as any party hereto may designate by notice given in accordance herewith.

- 10.5 All real and personal property of each party that may be used in connection with the cooperative undertaking described in this Agreement shall remain the property of each such party during the term and after the termination of this Agreement.

SIGNATURE PAGE

IN WITNESS WHEREOF, CENTRAL IOWA COMMUNITY SERVICES MENTAL HEALTH AND DISABILITY SERVICES REGION, EXECUTES THE INTERGOVERNMENTAL AGREEMENT WITH FRANKLIN COUNTY.

By: William Hoffman
(Print name)

Michelle J. Bellile
Chairperson

ATTEST: Patti Treibel Leeds
(Print name)

Patti Treibel Leeds
Board Secretary

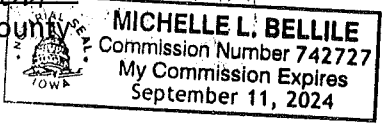
ACKNOWLEDGMENT BY NOTARY

State of Iowa)
)ss

Story COUNTY)

On this 24th day of February, 2022, before me the undersigned, a Notary Public in and for said County and State, personally appeared William Hoffman and Patti Treibel Leeds, to me personally known, who, being duly sworn, did say that they are the Chairperson and Board Secretary of the Central Iowa Community Services Governing Board. Respectively by the authority of the Central Iowa Community Services Governing Board and that said William Hoffman and Patti Treibel Leeds 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.

Michelle L. Bellile
Notary Public In and for Said County
And State of Iowa



Notary Public In and for Said County
And State of Iowa

**28E Agreement Between Franklin County, Iowa and
Central Iowa Community Services (CICS)**

Exhibit A

Services Cost

New hire on-boarding \$50.00 per employee
Payroll and standard HR services, up to 40 employees..... 3% of CICS monthly total payroll costs to
include wages and salaries only (this does not include FICA, IPERS, Insurance)*

*Add .5% to monthly fee for every ten (10) additional employees.

