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**28E AGREEMENT FOR  
SIOUX RIVERS REGIONAL MENTAL HEALTH AND DISABILITIES SERVICES**

This Agreement is made and entered into by, between and among the undersigned counties, each having adopted this Agreement by resolution of its board of supervisors, and hereby join together to voluntarily form a public body corporate and politic and separate legal entity under Iowa Code Chapter 28E, and amendments thereto, known as Sioux Rivers Regional Mental Health and Disabilities Services ("Sioux Rivers Regional MHDS" or "the Region").

**SECTION 1: IDENTITY OF THE PARTIES**

The undersigned counties are political subdivisions and constitute "public agencies" as defined in Iowa Code section 28E.2. The initial member counties are: Plymouth, Sioux and Woodbury. County membership may, however, change from time to time as provided in this Agreement and the current member counties at any time shall be referred to as the "member counties" in this Agreement.

**SECTION 2: PURPOSE AND GOALS**

The member counties entered into this 28E Agreement to create a mental health and disabilities services region as described in the Iowa Code to provide local access to mental health and Disabilities services and to engage in any other related activity in which an Iowa 28E organization may lawfully be engaged. Further, the 28E entity is subject to the open records and open meetings requirements of Chapter 21 and 22 of the Code of Iowa.

**SECTION 3: TERM AND TERMINATION**

- 3.1 Term. This Agreement shall be effective when the undersigned initial member counties, as listed in Section 1 execute this Agreement and this Agreement is filed with the Iowa Secretary of State as required by Iowa Code Section 28E.8 (the "Effective Date").
- 3.2 Termination. The term of this Agreement shall be perpetual, unless terminated by: a repeal or amendment of the Iowa Code sections that result in the elimination of a statutory requirement for mental health services to be provided through a regional format; and/or a majority of the member counties approve termination of Sioux Rivers Regional MHDS.

- 3.3 Wind Up of Region. In the event the Agreement is terminated as provided in Section the Governing Board shall begin winding down Sioux Rivers Regional MHDS. If all the requirements in Section 3.2 are met by or on December 1 of any year, then this Agreement will terminate effective for the succeeding June 30th. If all the requirements in Section 3.2 are met after December 1 of any year, then this Agreement will terminate effective one calendar year from the succeeding June 30th.
- 3.4 Distribution of Assets. In the event this Agreement is terminated and Sioux Rivers Regional MHDS is dissolved, all property of Sioux Rivers Regional MHDS shall be delivered, assigned and conveyed to the member counties, pro rata based on initial contributions, to each member county.

#### SECTION 4: GOVERNANCE

- 4.1 Governing Board of Directors: The Governing Board of Directors shall be comprised of the following members:
- a) Each member county shall appoint two of its Supervisors to serve as a Director on the Governing Board. The Board of Supervisors of each member county shall select its Directors and they shall serve indefinitely at the pleasure of the county appointing the Directors, until a successor is appointed, or until the earlier death, resignation, or the end of such person's service as a County Supervisor. Any Director appointed under this section may be removed for any reason by the county appointing the Director, upon written notice to the Governing Board of Directors of Sioux Rivers Regional MHDS, which notice shall designate a successor Director to fill the vacancy.
  - b) At least one individual who utilizes mental health and Disabilities services, or is an actively involved relative of such an individual. This Director shall be nominated by the advisory committee described below, with such appointment to become effective upon approval by the Governing Board of Sioux Rivers Regional MHDS. This Director shall serve as an ex-officio, non-voting Director. This Director shall serve an initial term of one year, which shall begin upon the Effective Date, with appointments thereafter to be for two year terms.
  - c) At least one individual representing service providers in the Counties that comprise the Sioux Rivers Regional MHDS Region. This Director shall be nominated by the advisory committee described below, with such appointment to become effective upon approval by the Governing Board of Sioux Rivers Regional MHDS. This Director shall serve as an ex-officio, non-voting Director. This Director shall be appointed to two year terms, with the initial term beginning upon the Effective Date.