

FOURTH AMENDED AND RESTATED 28E AGREEMENT

FOR

Southeast Iowa Link (SEIL) REGION

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 the Southeast Iowa Link (SEIL).

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: Des Moines, Henry, Jefferson, Keokuk, Lee, Louisa, Van Buren, and Washington. 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 disability service regional administrative entity as described in the Iowa Code to provide local access to mental health and disability services for adults and children’s behavioral health services and to engage in any other related activity in which an Iowa 28E organization may lawfully be engaged.

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) 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
 - b) a majority of the member counties approve termination of the region.
- 3.3 Initiation of Region. In the event the Agreement is terminated as provided in Section 3.2, the SEIL Governing Board shall begin disbanding the SEIL Region. 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 the SEIL Region is dissolved, all real property shall be liquidated for cash value and placed in the Combined/Fiscal Agent account. All assets of the SEIL Region then shall be dispersed per code back to the State of Iowa or as otherwise required.

SECTION 4: GOVERNANCE

4.1 Governing Board Directors: The Governing Board of Directors shall contain the following Directors:

- a) Each member county shall appoint one of its supervisors to serve as a Director on the SEIL Governing Board. The Board of Supervisors of each member county shall select its Director and he or she shall serve for a two-year appointment 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 Region's Board of Directors SEIL Governing Board, which notice shall designate a successor Director to fill the vacancy.
- b) One individual who utilizes mental health and disability services, or is an actively involved relative of such an individual. This Director shall be appointed by the Adult Advisory Committee described below, with such appointment to become effective upon approval by the SEIL Governing Board. This Director shall serve an initial term of one year, which shall begin upon the effective date, with appointments thereafter to be for a two-year term.
- c) One individual representing adult behavioral health service providers in the SEIL Region. This Director shall be appointed by the Adult Advisory Committee described below, with such appointment to become effective upon approval by the SEIL Governing Board. This Director shall serve as an ex-officio, non-voting Director. This Director shall be appointed to a two-year term, with the initial term beginning upon the effective date.
- d) One individual representing children's behavioral health service providers in the SEIL Region. This Director shall be designated by the region's Children's Advisory Committee described below, with such appointment effective upon approval by the SEIL Governing Board. This Director shall serve as an ex-officio, non-voting Director. This Director shall be appointed to a two-year term, with the initial term beginning upon the effective date.

- e) One individual representing the education system in the region. This Director shall be designated by the region's Children's Advisory Committee described below, with such appointment effective upon approval by the SEIL Governing Board. This Director shall be appointed to a two-year term, with the initial term beginning upon the effective date.
- f) One individual who is a parent of a child who utilizes children's behavioral health services or actively involved relatives of such children. This Director shall be designated by the region's Children's Advisory Committee described below, with such appointment effective upon approval by the SEIL Governing Board. This Director shall be appointed to a two-year term, with the initial term beginning upon the effective date.
- g) The Governing Board shall not include employees of DHS or non-elected employees of the county.

4.2 Director Vacancies.

- a) County-Appointed Directors: If a vacancy occurs during the term of a county-appointed Director, due to death, resignation, or end of service as a county supervisor of such Director, the vacancy shall be filled within thirty (30) days of its occurrence by the county having the right of appointment.
- b) Committee-Appointed Directors. If a vacancy occurs during the term of a committee-appointed Director, due to death or resignation of such Director, the vacancy shall be filled within thirty (30) days of its occurrence by the committee having the right of appointment or as soon as practical when a committee-appointed Director is identified. Such appointment to fill a vacancy shall become effective upon the approval of the SEIL Governing Board.

4.3 Voting Procedures for Governing Board Members. Each voting Director shall have one vote. A quorum must be present in order for the SEIL Governing Board to take action. A quorum shall be 6 voting Directors. The SEIL Governing Board shall take action by approval from the majority of the voting Directors present. Voting shall be done by voice vote or roll call vote when requested. This entity will be subject to open meeting requirements. That means any vote/meeting must meet the following rules. Only a person "attending" the meeting can vote. Attendance at an electronic meeting must follow this section:

Iowa Code Chapter 21.8 Electronic meetings.

- a) A governmental body may conduct a meeting by electronic means only in circumstances where such a meeting in person is impossible or impractical and only if the governmental body complies with all of the following:

1. The governmental body provides public access to the conversation of the meeting to the extent reasonably possible.
 2. The governmental body complies with section 21.4. For the purpose of this paragraph, the place of the meeting is the place from which the communication originates or where public access is provided to the conversation.
 3. Minutes are kept of the meeting. The minutes shall include a statement explaining why a meeting in person was impossible or impractical.
- b) A meeting conducted in compliance with this section shall not be considered in violation of this chapter.
 - c) A meeting by electronic means may be conducted without complying with paragraph "a" of subsection 1 if conducted in accordance with all of the requirements for a closed session contained in section 21.5.

4.4 Board Officers. The SEIL Governing Board shall organize itself and at its initial meeting elect a Chair, Vice-Chair and Secretary. Thereafter, at the first meeting each calendar year, the SEIL Governing Board shall elect a Chair, Vice-Chair and Secretary for the next ensuing one (1) calendar year.

- a) The Chair shall preside at the Board's meetings, preserve order and enforce this Agreement
- b) The Vice-Chair shall assist the Chair. During the temporary absence or disability of the Chair, the Vice-Chair shall discharge the duties of the Chair. Should the Chair be permanently absent or disabled, the Vice-Chair shall succeed to the office of the Chair.
- c) The Secretary- shall keep minutes of all Board meetings.

4.5 Powers of the Governing Board. Except as otherwise provided in this Agreement, the SEIL Region shall be under the direction and control of the SEIL Governing Board and the Chief Executive Officer. The SEIL Governing Board shall serve as the Regional Administrative Entity, as defined in Iowa Code Section 331.388(4). The SEIL Governing Board shall have each and all of the following powers:

- a) To contract with any public or private entity to provide all necessary services;
- b) To rent, lease or purchase any tangible personal property, real estate or services reasonably necessary to fulfill the purposes of this Agreement;
- c) Property that is proposed for acquisition or disposal must be identified and approved prior to taking any action. Only the governing Board has the authority, whether by gift or purchase, to acquire and dispose of real property.

- d) Property that is acquired shall be titled in the name of Southeast Iowa Link Mental Health and Disability Services Region aka/dba SEIL for the use and benefit of the Region.
- e) To establish a system of accounting and budgeting, and a system for receiving payments;
- f) To retain legal counsel, accountants and other professional individuals needed in order to fulfill the purposes of this Agreement;
- g) To sue and be sued; to pursue and defend lawsuits, and/or engage in mediation and/or arbitration;
- h) To make and enforce bylaws or rules and regulations for the management and operation of the SEIL Region's business and affairs;
- i) To do and perform any acts authorized by the Code of Iowa, under, through or by means of its officers, agents and employees, or by contracts with any person or entity;
- j) To consult with representatives of Federal, State and local agencies and departments, and their officers and employees, and to contract with such agencies and departments;
- k) To accept grants, contributions or loans from Federal, State or local agencies;
- l) To establish the times and places for business meetings and educational conferences, and set agendas for those meetings and conferences; and
- m) To exercise any other power or do any other legal act necessary to discharge its obligations and fulfill the purposes of this Agreement.

The Board may delegate any of these powers to staff of the SEIL Region or staff of member counties serving the SEIL Region as the Board deems necessary. The Board may adopt such policies, rules, regulations and actions not inconsistent with law or this Agreement.

4.6 Appointment of Committees

Members of any committee of the SEIL Region shall be appointed by the Governing Board. Committee members shall serve indefinitely at the pleasure of the SEIL Governing Board, until a successor is appointed, or until the earlier death or resignation of such committee member.

4.7 Duties of Committees

The Adult Advisory Committee, as appointed by the Governing Board, shall have an open panel with undesignated number of members. The committee members shall be: adults who utilize services or actively involved relatives of such individuals, service providers, at least one governing board member, and at least one member of the regional administration. The Adult Advisory

Committee shall advise the SEIL Governing Board as requested by the SEIL Governing Board and shall also make designations to the SEIL Governing Board as described above.

The Children's Advisory Committee, as appointed by the SEIL Governing Board, shall have an open panel with undesignated number of members. The committee members shall be: parents of children who utilize services or actively involved relatives of such children, a member of the education system, an early childhood advocate, a child welfare advocate, a children's behavioral health service provider, a member of the juvenile court, a pediatrician, a child care provider, a local law enforcement representative, at least one governing board member and at least one member of the regional administration. The Child Advisory Committee shall advise the SEIL Governing Board as requested by the SEIL Governing Board and shall also make designations to the SEIL Governing Board as described above.

The Governing Board may take action to create additional committees for various other purposes as it deems appropriate.

4.8 Methods for Dispute Resolution

An internal dispute which cannot be resolved shall mean any action which the SEIL Region must take and for which no agreement on the particular action to be taken has been determined through the process set forth under this Agreement and such determination of action has remained unresolved for 60 business days.

In the event an internal dispute arises amongst or between the SEIL Governing Board, the Chief Executive Officer or any of the member counties, which cannot be resolved, the following dispute resolution shall be used:

- a) Mediation conducted pursuant to Chapter 679C of the Iowa Code;
- b) If after which the dispute remains unresolved, arbitration will be conducted pursuant to Chapter 679A of the Iowa Code.

Any cost associated with mediation shall be paid by the SEIL Region up to and including dispute resolution.

5. MEMBERS

5.1 Specification, Requirements, Obligations, Expectations of Member Counties

The member counties agree to the following:

- a) To respond to reasonable requests to make local records available to the SEIL Region for the purposes of this Agreement;
- b) To provide sufficient office space, equipment, and furnishings for the performance of regional duties;
- c) To support the effective collaboration of other county functions in consideration of regional duties;
- d) To provide county staff as agreed between the member county and the SEIL Governing Board for the effective provision of regional duties;
- e) To provide HIPAA and HITECH compliance and overall Risk Management.

5.2 Decision that Require a Member Vote

The SEIL Governing Board shall not have authority to, and they covenant and agree that they shall not, do, or cause the Region to do, any of the following acts without the prior consent of the Boards of Supervisors of a simple majority of the member counties:

- a) Permit any new member counties;
- b) Remove any member county (other than a voluntary withdrawal of a county as provided below);
- c) Terminate or amend for substantial cause; or
- d) Dissolve the SEIL Region.

5.3 Member Voting Procedure

Any question related to the issues listed in Section 5.2 above may be presented to the member counties by resolution of the SEIL Governing Board of the Region by first adopting a recommendation on the issue and then submitting it to the individual member counties. A separate explanation of the reasons for the recommendation shall be included. Each member county desiring to vote upon the proposal shall do so by resolution of its Board of Supervisors and return of the same to SEIL Governing Board Chair a copy of the resolution stating the County's vote within thirty (30) days of the date that the County received a copy of the proposal. Any member county not voting upon the proposal within this time shall be considered to have approved the proposal. If the proposal receives approval by majority of the member votes, it shall become effective immediately unless otherwise specified by resolution.

5.4 Additional Member Counties

If a county wishes to become a member county of the SEIL Region after the effective date, the county must make a written request to the SEIL Governing Board. Such request will then be addressed through the Member Voting Procedure set forth in Section 5.3. If a new county's

request is approved through such procedure, such new membership will not become effective until:

- a) the county provides a signature page to this Agreement and a resolution from its Board of Supervisors that it agrees to abide by the terms of this Agreement as set out herein and possess legal power and authority to do so; and
- b) if the new county's request has been properly approved and it has submitted the documentation in Section 5.4(a) prior to November 15th, then such membership shall become effective on the first day of the next fiscal year. If all of these requirements are not met until after November 15th then such membership shall become effective one year from the first day of the next fiscal year. The timing requirements in this subsection may be waived by the SEIL Governing Board for cause.
- c) The Department of Human Services Director reserves the right to work with the SEIL Governing Board to place a county within the Region when necessary.

5.5 Member County Withdrawal / Removal

a) Member County Withdrawal

Any member county, by resolution of its Board of Supervisors, may withdraw from the SEIL Region by giving written notice to the SEIL Governing Board no later than November 15 prior to the end of the fiscal year the withdrawal will be effective. Services of the SEIL Region shall continue to be provided to the withdrawing member county until the date of withdrawal, so long as such member county remains in good standing as provided in Section 5.6 below. A withdrawing member county shall not be entitled to any repayment for funds, services, use of property, or interest in any real or personal property owned or otherwise held by the SEIL Region or Board.

b) Member County Removal

If the SEIL Governing Board feels it is in the best interest of the SEIL Region for a member county to be removed from the SEIL Region, the SEIL Governing Board will pass a resolution to that effect and proceed under the Member Voting Procedure set forth in Section 5.3. A member county removed as provided hereunder shall not be entitled to any repayment for funds, services, use of property, or interest in any real or personal property owned or otherwise held by the SEIL Region or Board.

5.6. Suspension of Voting Rights and Services

During any period of delinquency, such member county shall not be entitled to the administrative services of the Region, nor shall the member county be entitled to vote on matters coming before the SEIL Governing Board or the member counties unless such delinquency shall be waived by a unanimous vote of the remaining members of the SEIL Governing Board. During any period of delinquency, the clients of such member county will not suffer as a result.

6. Chief Executive Officer (CEO) and Staff

6.1 Selection Process for Chief Executive Officer (CEO)

The Chief Executive Officer (CEO), which is the single point of accountability for the region, shall be recruited, selected, and appointed by the SEIL Governing Board with consideration of the SEIL Executive Management Team recommendation. The SEIL Governing Board will make this appointment the first Board meeting of the calendar year. The CEO shall report to the Region's Governing Board. The CEO shall divide the SEIL Region's administrative responsibilities and additionally assigned duties amongst member county and/or SEIL Region employees including selection of the Vice-CEO and Secretary of the Executive Management Team. In situations of which a county employee is designated to do region work; there will be a Memorandum of Understanding between the SEIL Governing Board and the individual county Board of Supervisors that will identify the individual employee(s), position to be filled, and the portion of the employee's wages and benefits that will be the responsibility of the SEIL Region. The SEIL Governing Board shall establish the salary and percentage of time for each region designated staff as identified by the CEO under the advisement of the SEIL Finance Committee.

6.2 Performance Evaluation of Chief Executive Officer (CEO)

The SEIL Governing Board shall conduct annual evaluations of the Chief Executive Officer CEO, based on a written job description and performance measures that are contained in the policy and procedure manual for the region. The SEIL Governing Board may conduct additional evaluations of the CEO at any time, as it deems necessary in a given situation. All evaluations shall be summarized in writing and submitted to the Board of Supervisors of the member county which employs the CEO. In the event the SEIL Governing Board determines that it is not in the best interest- of the SEIL Region for a particular person or persons to continue to serve as CEO, the SEIL Governing Board shall inform the Board of Supervisors of the member county employing such person. The Governing Board will then have 30 days to select an interim or replacement to serve as the Chief Executive Officer.

In the event the Chief Executive Officer resigns, retires or otherwise has his or her employment terminated, the Governing Board shall select an interim or appoint a new Chief Executive Officer within thirty (30) days.

6.3 General functions and responsibilities of staff

The SEIL Governing Board shall approve all employment or contracts for SEIL region employees. Staff shall include one or more coordinators of mental health and disability services and one or more children's behavioral health coordinators of mental health and disability services. A coordinator shall possess a bachelor's or higher level degree in a human services-related or administration-related field, including but not limited to social work, psychology, nursing, or public or business administration, from an accredited college or university. However, in Lieu of a degree in public or business administration, a coordinator may provide documentation of relevant management experience.

(a) All staff members performing services for the Region, including, but not limited to,

the CEO, Executive Management Team members, Coordinators of Adult Disability Services, Children's Behavioral Health Coordinator, Service Coordinators, Administrative Assistants, etc., may remain employees of his or her respective county. If so, there will be a Memorandum of Understanding between the Governing Board and the individual county Boards of Supervisors that will identify the individual employee, the position to be filled, and the portion of the employee's wages and benefits that will be the responsibility of the Region. (b) The Governing Board may, by action, cause all employees performing administrative duties or services for the Region to be employed by a single employer of record in lieu of remaining employees of their respective counties. The single employer of record may be a member county, a separate entity, or the Governing Board may create its own employing entity. If such action is taken by the Governing Board, member counties will work with the Region to transition staff who will continue to perform administrative duties or services for the Region to a single employer of record. If the Governing Board takes action to cause all employees performing administrative duties or services for the Region to be employed by a single employer of record, the CEO shall work with the member counties to determine the locations of the office space (including equipment and furnishings) that best meets the needs of the Region. The location of office space shall be in publicly accessible buildings which serve as SEIL points of access. If the member county identifies the requested space is not available, or the CEO determines an alternative location will better serve the Region and its clients, other space will be secured which shall be paid by the Region. When office space is provided in county-controlled buildings, the member county shall provide access to the internet and telephone as requested.

The SEIL Region intends to utilize administrative and service staff of member county(s) and/or SEIL Region employees for the following job descriptions and responsibilities:

- a) Coordinator of Disability Services (CDS) and Children’s Behavioral Health Coordinator (CBHC)
- b) Chief Executive Officer (CEO)/CDS;
- c) Chief Financial Officer (CFO)/CDS;
- d) Chief Information Officer (CIO)/CDS;
- e) Chief Procurement Officer (CPO)/CDS;
- f) Chief Quality Officer (CQO)/CDS;
- g) Chief Security Officer (CSO)/CDS/CBHC
- h) Administrative Assistant(s)
- i) Justice Involved Service Coordinator(s)
- j) Mental Health Advocate(s)

The SEIL Governing Board reserves the right to amend this list on its own motion without member approval as a non-substantive amendment as provided for in Section 8.1.

7. REGION FINANCES

7.1 Management & Expenditure of Funding

- a) **Fiscal Agent Appointment** The SEIL Governing Board will utilize a bid process for interested county auditors or other qualifying agencies to apply to become the fiscal agent (aka combined account) of the region. The fiscal agent will be an appointed position. Withdrawal of appointed fiscal agent may occur upon a ninety (90) days prior written notice of termination to the SEIL Governing Board. In the event the SEIL Governing Board determines that it is not in the best interests of the SEIL Region for a fiscal agent to continue to serve in that capacity, the SEIL Governing Board shall inform the Fiscal Agent that the SEIL Governing Board may take action to rebid the Fiscal Agent function/position.

- b) **Fiscal Agent Bid Process**
The SEIL Governing Board will accept a bid proposal which outlines how the county or entity will establish a joint regional bank account separate from all other county or entity bank accounts. Outline a process for accepting revenues, accepting claims, issuing warrants, reconciliation of warrants, reporting financial position to the SEIL Governing Board monthly, identify the certified public accountant who will audit the regional account(s). Provide an itemized estimated startup cost for establishing a

regional bank account. If the fiscal agent is requesting an administration fee a justification for such request must be submitted.

c) Fiscal Agent Account

All revenue received by the SEIL Region for purposes related to the SEIL Region shall be deposited into the fiscal agent account within 30 calendar days of receipt of such funds. The SEIL Fiscal Agent Account shall be managed and administered by the fiscal agent designated by the SEIL Governing Board in compliance with the law, direction from the SEIL Governing Board and other written policies of the SEIL Region. Funds will be expended according to the region's management plan and the Department of Human Services/SEIL performance based contract. Prospective and retrospective expenditures of the fiscal agent account will be received by the CEO monthly and reported to the SEIL Governing Board for claims review and approval.

Member County MHDS Accounts

Member counties shall contribute all remaining MHDS fund balance to the Fiscal Agent Account prior to June 20, 2022 as per the recommendation of the Iowa Finance Committee. The SEIL Region Fiscal Agent Account will issue start-up payment to member county sub-fund accounts prior to July 1, 2022 and as described for employee salary and benefit costs indicated in the region and individual member county Memorandum of Understanding executed documents.

a) Administrative Funding and Resources:

Administrative costs shall be a component of the Region's budget. Such costs shall be paid through the process described in Section 7.1(c) and any funds or resources for administrative costs of the Region shall be collected through this same process.

b) Use of Savings for Reinvestment

The Region shall comply with Chapters 12B and 12C of the Iowa Code for deposit and investment of SEIL Region funds. Through the SEIL Region's budgeting process, it shall strive to use surplus funds for the development of additional services.

c) Cash Flow

An amount shall be reserved in the SEIL services fund to address cash flow obligations in the next fiscal year. The cash flow amount shall not exceed the amount indicated as per Iowa Code. Encumbrance of funds will be the methodology used to develop other services of the region as identified in the SEIL Annual Service and Budget Plan.

d) County Member Withdrawal/Removal Cash Flow

County Members subject to the procedure of withdrawal and removal as indicated in 5.5 (a) and (b) prior to July 1, 2022 (or until such time that code language is modified) are subject to SEIL Region termination policies in which the region's cash flow amount shall be divided by the percentage of each county's population according to the Region's population indicated in the Annual Service and Budget Plan and shall be allocated to the counties' MHDS Administrative Fund.

Effective July 1, 2022 (or until such time that code language is modified) County Members subject to the procedure of withdrawal and removal as indicated in 5.5 (a) and (b) are subject to SEIL Region termination only at the beginning of a fiscal year. All cost associated with dispute resolution shall be the liability of the region. It is the intent of the SEIL Region to mediate conflict amicably to preserve the continuity of the region as a whole. Any and all funds are at the discretion of the SEIL Governing Board for approval as per the Department of Human Services Annual Service and Budget Plan. With this as factual basis, any county member(s) that become separated from the SEIL Region shall forfeit their state allocated per capita contribution to the region as was designated in the Annual Service and Budget Plan for the fiscal year. The same county member(s) will begin their membership with their subsequent identified region with their designated per capita contribution as per the identified regions Annual Service and Budget Plan. All per capita funds shall be remitted to their identified region's combined account/fiscal agent.

7.2 Process for Initial Funding to Begin Operations

Within 30 days of the Effective Date of this 28E, the Department of Human Services shall transfer the initial per capita contribution to the SEIL Region, with such funds to be collected and expended through the process described in Section 7.1.

7.3 Process for Annual Independent Audit

Accounts of the SEIL Region shall be audited annually by a certified public accountant certified in the state of Iowa, as selected by the Fiscal Agent. All annual SEIL Region audits shall be remitted to the Department of Human Services within the month in which the SEIL Governing Board takes action to receive and file the annual audit report.

8. SCOPE & AMENDMENTS

8.1 Amendments

The SEIL Governing Board is authorized to make non-substantive amendments to this Agreement with a two-thirds vote of board members present. All other amendments to this Agreement shall be conducted through the member approval process described in Section 5.3 and in compliance with Iowa Code Chapter 28E, which includes filing all amendments with the Iowa Secretary of State.

8.2 Entire Agreement

This Agreement represents the entire 28E Agreement of the SEIL Region.

8.3 Invalidity

If any one or more provisions of this Agreement are declared unconstitutional or contrary to law, the validity of the remainder hereof shall not be affected.


8.4 No Waiver

The waiver by any party of a breach or violation of any provisions of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach.

SIGNATURE PAGE

IN WITNESS WHEREOF, DES MOINES COUNTY EXECUTES THIS 28E AGREEMENT, CREATING
SOUTHEAST IOWA LINK (SEIL) REGION

EFFECTIVE April 13, 2022:

BY: 

Tom Broeker

Des Moines County Board of Supervisors, Governing Board Designate

ATTEST: Shelly Barber

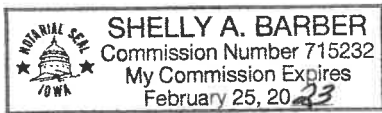
(print name)

Henry County Auditor

ACKNOWLEDGMENT BY NOTARY

STATE OF IOWA)
)ss.
HENRY COUNTY)

On this 13th day of April, 2022, before me the undersigned, a Notary Public in and for said County and State, personally appeared Tom Broeker and Shelly Barber to me personally known, who, being duly sworn, did say that they are the Representatives of the Board of Supervisors and County Auditor of Henry County, Iowa respectively; that said instrument was signed on behalf of the said Des Moines County, Iowa, by authority of its Board of Supervisors and that said Tom Broeker and Shelly Barber 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

SIGNATURE PAGE

IN WITNESS WHEREOF, HENRY COUNTY EXECUTES THIS 28E AGREEMENT, CREATING
SOUTHEAST IOWA LINK (SEIL) REGION

EFFECTIVE April 13, 2022:

BY: *Marc Lindeen*

Marc Lindeen

Henry County Board of Supervisors, Governing Board Designate

ATTEST: Shelly Barber

(print name)

Henry County Auditor

ACKNOWLEDGMENT BY NOTARY

STATE OF IOWA)
)ss.
HENRY COUNTY)

On this 13th day of April, 2022, before me the undersigned, a Notary Public in and for said County and State, personally appeared Marc Lindeen and Shelly Barber, to me personally known, who, being duly sworn, did say that they are the Representatives of the Board of Supervisors and County Auditor of Henry County, Iowa respectively; that said instrument was signed on behalf of the said Henry County, Iowa, by authority of its Board of Supervisors and that said Marc Lindeen and Shelly Barber 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.



Shelly A. Barber

Notary Public In and For Said County
And State of Iowa

SIGNATURE PAGE

IN WITNESS WHEREOF, JEFFERSON COUNTY EXECUTES THIS 28E AGREEMENT, CREATING
SOUTHEAST IOWA LINK (SEIL) REGION

EFFECTIVE April 13, 2022:

BY: *Dee Sandquist*
Dee Sandquist
Jefferson County Board of Supervisors, Governing Board Designate

ATTEST: *Shelly Barber*
(print name)
Henry County Auditor

ACKNOWLEDGMENT BY NOTARY

STATE OF IOWA)
)ss.
HENRY COUNTY)

On this 13th day of April, 2022, before me the undersigned, a Notary Public in and for said County and State, personally appeared Dee Sandquist and *Shelly Barber*, to me personally known, who, being duly sworn, did say that they are the Representatives of the Board of Supervisors and County Auditor of Henry County, Iowa respectively; that said instrument was signed on behalf of the said Jefferson County, Iowa, by authority of its Board of Supervisors and that said Dee Sandquist and *Shelly Barber* 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.



Shelly A Barber

Notary Public In and For Said County
And State of Iowa

SIGNATURE PAGE

IN WITNESS WHEREOF, KEOKUK COUNTY EXECUTES THIS 28E AGREEMENT, CREATING
SOUTHEAST IOWA LINK (SEIL) REGION

EFFECTIVE April 13, 2022:

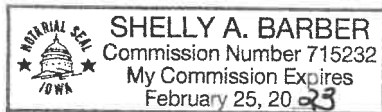
BY: Fred Snakenberg
Fred Snakenberg
Keokuk County Board of Supervisors, Governing Board Designate

ATTEST: Shelly Barber
(print name)
Henry County Auditor

ACKNOWLEDGMENT BY NOTARY

STATE OF IOWA)
)ss.
HENRY COUNTY)

On this 13th day of April, 2022, before me the undersigned, a Notary Public in and for said County and State, personally appeared Michael Berg and Shelly Barber, to me personally known, who, being duly sworn, did say that they are the Representatives of the Board of Supervisors and County Auditor of Henry County, Iowa respectively; that said instrument was signed on behalf of the said Keokuk County, Iowa, by authority of its Board of Supervisors and that said Fred Snakenberg and Shelly Barber 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.



Shelly A. Barber

Notary Public In and For Said County
And State of Iowa

SIGNATURE PAGE

IN WITNESS WHEREOF, LEE COUNTY EXECUTES THIS 28E AGREEMENT, CREATING SOUTHEAST IOWA LINK (SEIL) REGION

EFFECTIVE April 13, 2022:

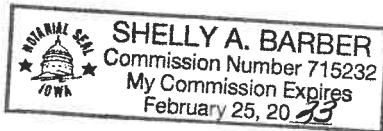
BY: *Matt Pflug*
Matt Pflug
Lee County Board of Supervisors, Governing Board Designate

ATTEST: *Shelly Barber*
(print name)
Henry County Auditor

ACKNOWLEDGMENT BY NOTARY

STATE OF IOWA)
)ss.
HENRY COUNTY)

On this 13th day of April, 2022, before me the undersigned, a Notary Public in and for said County and State, personally appeared Matt Pflug and Shelly Barber, to me personally known, who, being duly sworn, did say that they are the Representatives of the Board of Supervisors and County Auditor of Henry County, Iowa respectively; that said instrument was signed on behalf of the said Lee County, Iowa, by authority of its Board of Supervisors and that said Matt Pflug and Shelly Barber 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.



Shelly A. Barber

Notary Public In and For Said County
And State of Iowa

SIGNATURE PAGE

IN WITNESS WHEREOF, LOUISA COUNTY EXECUTES THIS 28E AGREEMENT, CREATING
SOUTHEAST IOWA LINK (SEIL) REGION

EFFECTIVE April 13, 2022:

BY: *Randy Griffin*
Randy Griffin
Louisa County Board of Supervisors, Governing Board Designate

ATTEST: Shelly Barber
(print name)
Henry County Auditor

ACKNOWLEDGMENT BY NOTARY

STATE OF IOWA)
)ss.
HENRY COUNTY)

On this 13th day of April, 2022, before me the undersigned, a Notary Public in and for said County and State, personally appeared Chris Ball and Shelly Barber, to me personally known, who, being duly sworn, did say that they are the Representatives of the Board of Supervisors and County Auditor of Henry County, Iowa respectively; that said instrument was signed on behalf of the said Louisa County, Iowa, by authority of its Board of Supervisors and that said Randy Griffin and Shelly Barber 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.



Shelly A. Barber

Notary Public In and For Said County
And State of Iowa

SIGNATURE PAGE

IN WITNESS WHEREOF, VAN BUREN COUNTY EXECUTES THIS 28E AGREEMENT, CREATING
SOUTHEAST IOWA LINK (SEIL) REGION

EFFECTIVE April 13, 2022:

BY: Mark Meek

Mark Meek

Van Buren County Board of Supervisors, Governing Board Designate

ATTEST: Shelly Barber

(print name)

Henry County Auditor

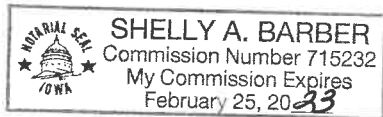
ACKNOWLEDGMENT BY NOTARY

STATE OF IOWA)

)ss.

HENRY COUNTY)

On this 13th day of April, 2022, before me the undersigned, a Notary Public in and for said County and State, personally appeared Mark Meek and Shelly Barber, to me personally known, who, being duly sworn, did say that they are the Representatives of the Board of Supervisors and County Auditor of Henry County, Iowa respectively; that said instrument was signed on behalf of the said Van Buren County, Iowa, by authority of its Board of Supervisors and that said Mark Meek and Shelly Barber 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.



Shelly A. Barber

Notary Public In and For Said County
And State of Iowa

SIGNATURE PAGE

IN WITNESS WHEREOF, WASHINGTON COUNTY EXECUTES THIS 28E AGREEMENT, CREATING
SOUTHEAST IOWA LINK (SEIL) REGION

EFFECTIVE April 13, 2022:

BY:

Jack Seward Jr.
Jack Seward Jr.

Washington County Board of Supervisors, Governing Board Designate

ATTEST:

Shelly Barber
Henry County Auditor

ACKNOWLEDGMENT BY NOTARY

STATE OF IOWA)
)ss.
HENRY COUNTY)

On this 13th day of April, 2022, before me the undersigned, a Notary Public in and for said County and State, personally appeared Jack Seward and Shelly Barber to me personally known, who, being duly sworn, did say that they are the Representatives of the Board of Supervisors and County Auditor of Henry County, Iowa respectively; that said instrument was signed on behalf of the said Washington County, Iowa, by authority of its Board of Supervisors and that said Jack Seward Jr. and Shelly Barber 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.



Shelly A. Barber

Notary Public In and For Said County
And State of Iowa