IND.
REC.
PAGE

SECTION 28E

A G R E E M E N T

FILED

Multi-County Child Support Enforcement Office

'83 JUL 12 AM 7:27

The following agreement shall adopt, establish and govern the multi-county child support enforcement board for the administration of full time legal child support enforcement for (Warren, Madison, Marion, Jasper, Story, Dallas and Boone) counties in accordance with Title IV-D of the Federal Social Security Act and the State Plan of Iowa.

SECRETARY OF STATE
IOWA

ARTICLE I (Name)

The official name of this organization shall be the Multi-County Child Support Enforcement Board for the administration of full time legal child support enforcement, hereinafter referred to as the Board, and it shall formally adopt as a voluntary joint undertaking the establishment of full time legal child support enforcement within the aforesaid counties.

ARTICLE II (Duration)

The duration and existence of this agreement and the Board shall be perpetual unless terminated or dissolved by members of the Board.

ARTICLE III (Membership)

Members of the Board shall be one person designated by each county which will be either the County Attorney, an Assistant County Attorney, or a Board of Supervisor member. The Regional Collection Administrator shall serve in an advisory capacity to the Board.

ARTICLE IV (Purpose)

The purpose of this agreement is to designate the Board as a service agency for the purpose of establishing, financing and maintaining sufficient legal and support staff to assist the County Attorneys in each of the counties which are parties to this Agreement in the legal Court establishment and enforcement of child support obligations as enumerated in Chapter 252B, Code of Iowa 1983.

ARTICLE V (Powers)

The Board shall have and exercise all powers granted to it in Section 28E of the Code of Iowa and by the government bodies of the member units of government. More specifically, the solicitation of funds from state, federal and local government to pay the expenses to be incurred and to administer the program, including recruiting and selection of staff.

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1983 JUL 12 AM 11:35

MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
None - County

ARTICLE VI (Financing)

In the performance of its duties, the Board will proceed under a contract as signed and authorized by the governing bodies in each county that is a party to this agreement; said contract being between these counties and the Iowa Department of Social Services, also known as the Bureau of Collections of said Department. The Board may carry out such other cooperative undertakings and contracts which are necessary and make such expenditures as are necessary to fulfill the contract between the counties which are a party to this agreement and said Department, in order to carry out the purposes of this Agreement. All monies disbursed and revenue collected shall be in accordance with the conditions of the contract with said Department. Each county's share of expenses shall be based on the percent that each county's ADC caseload bears to the total ADC caseload in the counties served by this Agreement. Said caseload shall be based on statistics from the immediate preceding representative period.

ARTICLE VII (Amendments)

Amendments to this agreement may be made when a majority of the voting members of the Board then holding office vote to do so. Said amendments may be made at any regular or special meeting, but only when all members are present and voting.

ARTICLE VIII (Dissolution or Withdrawal)

One or more counties may withdraw from this Agreement at the end of a fiscal year, provided that no less than 60 days notice be furnished the remaining counties who are parties to this agreement. Said notice shall be furnished by the governing body of the withdrawing county, directing their member of the Board to serve the other members of the Board with written notice of their intent to withdraw. The remaining counties shall hold the withdrawing county harmless for any liabilities, save those which are incurred while the withdrawing county remained a party to this Agreement. Unless all counties agree to withdraw simultaneously, no county shall be entitled to a division or share of the joint assets of the Board. In the event of dissolution, any assets which have been accumulated by the Board in furtherance of this Agreement shall be distributed to the counties then parties to this Agreement. The distribution shall be based on the percentage of expenses each county is bearing upon date of dissolution. The value of said assets shall be based on their depreciated value at the date of termination.

This Agreement completed this 30th day of June, 1983.

D1032A02

Section 28E Agreement
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WARREN COUNTY

Chairman, Board of Supervisors
John R. Mckee

County Attorney
John W. Criswell

Clerk of the District Court
Charlotte Wilder

MADISON COUNTY

Chairman, Board of Supervisors
Paul W. Binns

County Attorney
John E. Casper

Clerk of the District Court
Margaret Wheeler

MARION COUNTY

Chairman, Board of Supervisors
Richard Dunkin (PROTEM)

County Attorney
Terry Wilson

Clerk of the District Court
Joan Noftsger

JASPER COUNTY

Chairman, Board of Supervisors
Jeanne Bridenstine

County Attorney
Charles Neighbor

Clerk of the District Court
Gurnea Cormicle

STORY COUNTY

Chairman, Board of Supervisors
Fred L. Mathison

County Attorney
Mary E. Richards

Deputy Clerk of the District Court
Millicent Fagerburgh

BOONE COUNTY

Chairman, Board of Supervisors
Jay E. Carlson

County Attorney
James P. Robbins

Clerk of the District Court
Enid M. Sturtz

DALLAS COUNTY

Chairman, Board of Supervisors
Francis Fawcett

County Attorney
Alan Shirley

Clerk of the District Court
Carmen D. Sehman

D1032A03