FILED NO. 1302
BOOK 31 PAGE 333
1977 JAN 18 PM 4:34
MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA

1302

4pgs. no fee

A G R E E M E N T

Multi-County Child Support Enforcement Office

RECEIVED
1977 JAN 17 PM 12:00
SECRETARY OF STATE
IOWA

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 Adair, Adams, Cass, Clarke, Madison and Union counties in accordance with Title IV-D of the Federal Social Security Act and the state plan of 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 Adair, Adams, Cass, Clarke and Union 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 the elected County Attorney of each of the counties served by the Board. The County Board of Supervisors of the counties served, the Social Services District 14 Support Recovery Officer and an Administrator from the Child Support Recovery Unit, Central Office, shall serve in an advisory capacity to the Board as from time to time may be desirable.

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 a full time attorney and secretary 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 151, Section 7, Laws of the First Session of the 66th General Assembly of the State of Iowa 1975.

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.

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 two-thirds (2/3) of the voting members of the Board then holding office vote to do so. Said amendments can 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 not less than 150 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 were 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 29th day of December, 1976.

Adair County

Chairman, Board of Supervisors

County Attorney

Clerk of the District Court

Adams County

Chairman, Board of Supervisors

County Attorney

Clerk of the District Court

Cass County

Chairman, Board of Supervisors

County Attorney

Clerk of the District Court

Clarke County

Chairman, Board of Supervisors

County Attorney

Clerk of the District Court

Madison County

Chairman, Board of Supervisors

County Attorney

Clerk of the District Court

Union County

Chairman, Board of Supervisors

County Attorney

Clerk of the District Court

TRUE COPY

The above instrument constitutes a true and accurate copy of the original Chapter 28E Agreement placed on file with the Secretary of State of Iowa January 10, 1977, at 12:40 p.m.

JAY E. HOWE, Notary Public in and for the State of Iowa.

MELVIN D. SYNHORST
SECRETARY OF STATE

State of Iowa

Secretary of State

Des Moines

J. HERMAN SCHWEIKER
DEPUTY SECRETARY OF STATE

January 10, 1977

JAN. 11 1977

Jay Howe
Adair County Attorney
Greenfield, Iowa 50849

Re: 28E Agreement Multi-County Child Support Enforcement

Dear Mr. Howe:

We have received the above mentioned agreement, which you submitted to this office for filing, pursuant to the provisions of Chapter 28E, 1975 Code of Iowa.

You may consider the same filed as of January 10, 1977.

Very sincerely,

J. Herman Schweiker

J. HERMAN SCHWEIKER
Deputy Secretary of State

JHS:dd
Enclosure