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MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
no fee 3 pgs

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REC.
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AMENDED AND SUBSTITUTED

SECTION 28E

AGREEMENT

Multi-County Child Support Enforcement Office

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, Clarke, Cass, Decatur, Madison, Ringgold, 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 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 the elected County Attorney of each of the counties served by the Board, and one additional member appointed by the Child Support Recovery Unit, Iowa Department of Social Services. The County Board of Supervisors and the Clerks of the District Court of the counties served, the Social Services District Support Recovery Officer(s) assigned to these counties, 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 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 1977.

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 no 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 20th day of December 1977.

Adair County

Chairman, Board of Supervisors

County Attorney

Clerk of the District Court

Adams County

V-C. Donald Schrader
Chairman, Board of Supervisors

County Attorney

Clerk of the District Court

Clarke County

VICE Chairman, Board of Supervisors

County Attorney

Clerk of the District Court

Cass County

Chairman, Board of Supervisors

County Attorney

Clerk of the District Court

Decatur 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

Ringgold 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