

RESOLUTION #37-22

28E Agreement for Cerro Gordo County and Floyd County Collection of
Delinquent Court Obligations

Whereas, Cerro Gordo County and Floyd County have negotiated a 28E agreement for the collection of delinquent court obligations on the county level; and

Whereas, it would be beneficial for Floyd County to join with Cerro Gordo County in the collection of delinquent court obligations in order to increase the amount of obligations collected; and

Whereas, each County's Board of Supervisors should adopt a resolution memorializing their approval and adoption of the attached 28E agreement.

Therefore, be it resolved by the Board of Supervisors of Floyd County, Iowa that the attached 28E agreement between Cerro Gordo County and Floyd County for the collection of delinquent court obligations is hereby approved and adopted.

Be it further resolved that the Board hereby authorizes the Chairman of the Board of Supervisors to sign said 28E agreement and the County Auditor to attest to the same.

Adopted this 1st day of August, 2022.

ATTEST: Gloria A. Carr
Gloria A. Carr, Floyd
County Auditor

Douglas A. Kamm
Douglas A. Kamm, Chairman
Floyd County Board of Supervisors

**28E Agreement for Cerro Gordo County and Floyd County
Collection of Delinquent Court Obligations**

WHEREAS Cerro Gordo County and Floyd County have elected to participate in the collection of delinquent court obligations on the county level, including collections under the County Attorney payment plan for driver's license reinstatement, under Iowa Code § 321.210B; and

WHEREAS each county has filed with the Clerk of Court for their respective county the required notice of full commitment to collect delinquent court debt for all cases assigned to that county for collection by the court, in accordance with Iowa Code § 602.8107(4); and

WHEREAS according to the 2020 Census, the population of Cerro Gordo County is 43,127 and the population of Floyd County is 15,627; and

WHEREAS, pursuant to Iowa Code § 602.8107(4)(c)(2)(d) and § 602.8107(4)(e)(2), an annual delinquent debt collection threshold of \$100,000.00 will apply to Cerro Gordo County and Floyd County under this 28E Agreement; and

WHEREAS Cerro Gordo County and Floyd County will each devote the appropriate administrative resources to comply with their obligations to collect delinquent court debt pursuant to Iowa Code § 602.8107 and Chapter 28E; and

WHEREAS the Board of Supervisors for each County has passed a Resolution approving this Agreement and authorizing their respective Chairpersons to execute this Agreement.

IT IS THEREFORE AGREED by and between Cerro Gordo County and Floyd County as follows:

- 1) Cerro Gordo County and Floyd County shall share and consolidate their delinquent court debt obligation collections, pursuant to Iowa Code § 602.8107(4)(e) and Iowa Code Chapter 28E.
- 2) Cerro Gordo County shall devote the necessary time of their County Attorney and the County Attorney's staff to collect delinquent court debt obligations for both Cerro Gordo County and Floyd County, pursuant to Iowa Code § 602.8107(4). This includes the use of Cerro Gordo County License Reinstatement Staff for preparation of documents and filings.

- 3) The Floyd County Attorney's Office shall make any necessary court appearances in Floyd County. The Cerro Gordo County Attorney's Office will work with the Floyd County Attorney's Office on both the frequency and scheduling of any court appearances.
- 4) Cerro Gordo County shall remain responsible for its entire collection participation for monies owed in Cerro Gordo County and will retain one hundred percent (100%) of income received in conjunction with money collected in Cerro Gordo County and other counties. Cerro Gordo County will retain ninety percent (90%) of income received in Floyd County. Cerro Gordo County shall remit the remaining ten percent (10%) to Floyd County at least quarterly.
- 5) Cerro Gordo County shall provide the necessary resources, including, but not limited to, computer equipment, computer software, postage, paper, envelopes, and other office supplies to collect delinquent court obligation.
- 6) For the fiscal year beginning July 1, 2022, the monies distributed to Floyd County pursuant to Iowa Code § 602.8107 shall be distributed ninety percent (90%) to Cerro Gordo County and ten percent (10%) to Floyd County. This distribution percentage shall remain the same for each and every year this agreement is in effect and can only be modified as described in this agreement.
- 7) The County Attorneys and their respective staff members shall share information and resources which will facilitate the collection of delinquent financial obligations in the counties.
- 8) This Agreement shall become effective upon all parties hereto signing and shall be effective through June 30, 2025.
- 9) This Agreement shall automatically renew annually under the same terms and conditions, unless either county gives the other county written notice of termination of this Agreement no later than May 1 of the respective fiscal year.
- 10) If either county elects to terminate this Agreement pursuant to paragraph 8, then said county shall provide the other county and that county's County Attorney with written notice of said election to terminate this Agreement. Written notices shall be sent by certified mail.
- 11) If any terms or provisions of this Agreement shall be held to be invalid or unenforceable for any reason, all remaining terms and provisions shall continue to remain in full effect. If a court finds any term or provision of this Agreement is invalid or unenforceable, but such term or provision could be limited and thereby considered valid and enforceable, then such term or provision shall be deemed to be written, construed, and enforced in accordance with said limitation.
- 12) This Agreement is the complete agreement between the parties. Any amendments to this agreement must be made in writing and must be approved by the Board of Supervisors for each County before going into effect. Any amendment shall also require the approval of the County Attorney for each County.

Entered into on this _____ day of _____, 2022.

Chairman, Cerro Gordo County Board of Supervisors

STATE OF IOWA, COUNTY OF CERRO GORDO, SS:

Be it remembered that on this _____ day of _____, 2022, before me, a notary public in and for Cerro Gordo County, Iowa, personally appeared, _____, Chairman of the Board of Supervisors of Cerro Gordo County, Iowa, to me known to be the person named in and who executed the foregoing instrument and acknowledge that they executed the same as their voluntary act and deed and on behalf of Cerro Gordo County, Iowa.

Notary Public in and for the State of Iowa

Douglas A. Ramin

Chairman, Floyd County Board of Supervisors

STATE OF IOWA, COUNTY OF FLOYD, SS:

Be it remembered that on this 1st day of August, 2022, before me, a notary public in and for Floyd County, Iowa, personally appeared, Douglas A. Ramin, Chairman of the Board of Supervisors of Floyd County, Iowa, to me known to be the person named in and who executed the foregoing instrument and acknowledge that they executed the same as their voluntary act and deed and on behalf of Floyd County, Iowa.

Gloria A. Carr

Notary Public in and for the State of Iowa

