

Date March 26, 2012

**RESOLUTION APPROVING IOWA CODE CHAPTER 28E
COOPERATIVE AGREEMENT BETWEEN THE CITY OF DES MOINES AND
POLK COUNTY FOR THE COLLECTION OF DELINQUENT PARKING TICKETS**

WHEREAS, Iowa Code Section 331.553(8) provides that pursuant to an Iowa Code Chapter 28E Agreement, the Polk County Treasurer may collect delinquent parking fines on behalf of the City of Des Moines in conjunction with renewal of motor vehicle registrations; and


WHEREAS, an Iowa Code 28E Cooperative Agreement between Polk County and the City of Des Moines has been prepared to provide for the collection of delinquent parking ticket debt on behalf of the City in conjunction with vehicle registration renewals.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Des Moines, Iowa that the Iowa Code Chapter 28E Cooperative Agreement between Polk County and the City of Des Moines, Iowa on file in the Office of the City Clerk, which Agreement provides for the collection of parking ticket debt on behalf of the City of Des Moines is hereby approved and the Mayor is hereby authorized and directed to sign the Agreement on behalf of the City and the City Clerk is directed to attest to his signature.

BE IT FURTHER RESOLVED that the City Clerk is directed to coordinate the filing of the 28E Cooperative Agreement with Polk County, administer the performance of the 28E Cooperative Agreement and monitor the process for collection and return of payments provided in the Agreement.

APPROVED AS TO FORM:

Moved by _____ to adopt.


Lawrence R. McDowell
Deputy City Attorney

COUNCIL ACTION	YEAS	NAYS	PASS	ABSENT
COWNIE				
COLEMAN				
GRIESS				
HENSLEY				
MAHAFFEY				
MEYER				
MOORE				
TOTAL				
MOTION CARRIED			APPROVED	
_____ Mayor				

CERTIFICATE

I, DIANE RAUH, City Clerk of said City hereby certify that at a meeting of the City Council of said City of Des Moines, held on the above date, among other proceedings the above was adopted.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

_____ City Clerk

**COOPERATIVE AGREEMENT BETWEEN THE IOWA COUNTY OF POLK AND THE
CITY OF DES MOINES, IOWA**

THIS AGREEMENT is made and entered into this _____ day of _____, _____ by and between the Iowa County of Polk ("Polk County") and the City of Des Moines, Iowa ("City of Des Moines") (the "Agreement").

WHEREAS, Iowa Code Section 331.553(8) provides that a county may enter into an agreement with a city pursuant to the provisions of Iowa Code Chapter 28E whereby the county treasurer agrees to collect or enforce delinquent parking tickets on behalf of a city in conjunction with renewal of vehicle registrations pursuant to Iowa Code Sections 321.40(7) and 321.236; and

WHEREAS, it is the desire of Polk County and the City of Des Moines to enter into such an Agreement.

CITY DUTIES AND RESPONSIBILITIES

The City of Des Moines shall provide to the Iowa Department of Transportation, on a daily basis, the information in the City's possession necessary to identify each delinquent parking ticket debtor as determined by the City and the debt amount owed. This information shall be delivered electronically and provided in a format as determined by the Iowa Department of Transportation.

COUNTY DUTIES AND RESPONSIBILITIES

A. The Polk County Treasurer shall refuse to renew the registration of a vehicle registered to an applicant of whom the Treasurer, through the Iowa Department of Transportation Titling and Registration System, knows has one or more delinquent parking ticket debts owed to the City of Des Moines. The Polk County Treasurer will collect the delinquent parking ticket debts at the time the vehicle registration is renewed. Payment may be in the form of cash, check, money order, debit card, credit card, or electronic transfer (ACH) made in favor of the Polk County Treasurer.

B. The Polk County Treasurer will not refuse to renew the registration if an applicant's payment is received through the mail, online, or in the Treasurer's drop box and the delinquent parking ticket debt was not added to the Iowa Department of Transportation Titling and Registration System until after the registration renewal notice for said applicant was created. However, in the event an applicant's payment includes the amount of delinquent parking ticket debt owed to the City of Des Moines, the Polk County Treasurer will collect the debt owed and renew the registration.

C. The Polk County Treasurer will transfer 100% of the delinquent parking ticket debt collections, less any amounts returned as unpaid, to the City of Des Moines by the 15th day of each month following collection.

D. The Polk County Treasurer agrees to provide reports on a daily and monthly basis to itemize delinquent parking ticket debt collections and returns. These reports will be considered the documentation of activity for which the Polk County Treasurer shall be entitled to a collection fee.

COLLECTION FEE

The Polk County Treasurer shall be entitled to a five dollar (\$5.00) fee from the City of Des Moines for each individual or organization the Polk County Treasurer collects delinquent parking ticket debts owed to the City of Des Moines. The Polk County Treasurer will invoice the City of Des Moines, by the 15th day of the each month following collection, for the collection fee. Payment of the invoice will be due within 30 days.

RETURNED PAYMENTS

In the event an applicant's payment is returned to the Polk County Treasurer as unpaid, the original five dollar (\$5.00) collection fee will be deducted from the monthly invoice following the month the vehicle registration fee is revoked due to the returned payment. Payment for delinquent parking ticket debts returned unpaid will be reported to the City of Des Moines at the time the vehicle registration fee is revoked in order for the City to reactivate the delinquent parking ticket debt. The Polk County Treasurer will deduct the total amount of delinquent parking ticket debt payments returned unpaid, for which the vehicle registration fee was revoked, from the total amount of collections to be transferred to the City of Des Moines. The parties will monitor the process for the collection and return of payments and any necessary modifications or improvements to such process will be addressed by an amendment agreed to by the parties.

ADMINISTRATION; NO REAL OR PERSONAL PROPERTY

No separate legal or administrative entity is established by this Agreement. The Polk County Treasurer and the City of Des Moines City Clerk shall administer the performance of this Agreement. No real or personal property shall be acquired by either party pursuant to the provisions or during the term of this Agreement.

CONFIDENTIALITY

Polk County and the City of Des Moines agree to institute procedures to insure that adequate safeguards are established to provide protection against unauthorized access or disclosure of information received pursuant to and in accordance with this Agreement.

EFFECTIVE DATE

This Agreement shall be effective upon its approval and execution by the Des Moines City Council and the Polk County Board of Supervisors and its filing with the Iowa Secretary of State in an electronic format in accordance with Iowa Code Section 28E.8.

DURATION; TERMINATION OF AGREEMENT

This Agreement shall continue in effect until terminated by either party. This Agreement may be terminated at any time by Polk County or the City of Des Moines by written notice. The termination shall not be effective until 90 days after notice is received by the other party.

NOTICE

Any Notice required or authorized by the Agreement shall be in writing and either personally delivered or sent by ordinary mail to the following addresses:

City of Des Moines, Iowa
Attn: City Clerk
400 Robert D Ray Drive
Des Moines, IA 50309

Polk County, Iowa
Attn: County Treasurer
111 Court Avenue, Room 140
Des Moines, IA 50309

SAVINGS CLAUSE

If any section, provision or part of this Agreement shall be found to be unconstitutional or otherwise invalid, such finding shall not affect the validity of the Agreement as a whole or any section, provision or part thereof not found to be invalid or unconstitutional.

ENTIRE AGREEMENT

This Agreement represents the entire agreement between the parties as to the subject of the Agreement. Any subsequent modification to the terms of this Agreement shall be in the form of a duly executed written Addendum to this Agreement.

CITY OF DES MOINES, IOWA

IOWA COUNTY OF POLK COUNTY

By: _____
Mayor

By: _____
Board of Supervisors
Chairperson

Attest:

Attest:

City Clerk

Auditor