CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

ITEM: Resolution Approving 28E Agreement with Polk County (Collection of Delinquent Parking Tickets)

DATE: June 13, 2016

FINANCIAL IMPACT: Financial impact is not immediately quantifiable, however overall revenue to the City will likely increase as collection efforts are improved and streamlined Polk County has access to accounts which may otherwise be difficult for the City to collect. The proposed fee from the County is consistent with fees used by the State of Iowa and also with fees the County is allowed to collect from other municipalities, so approving this agreement should not result in additional net collection fee expense to the City.

Staff and Polk County have negotiated terms on a proposed 28E Agreement through which Polk County will $5.00 collection fee. In certain situations as may be approved by City Ordinance, the fees may be added to the outstanding balance, but in other situations, generally those required by law, the City will only receive its amount net of collection fee earned by Polk County.

BACKGROUND: The City currently uses an outside agency to collect outstanding balances owed for fines and services, as well as submitting uncollectible accounts to the State of Iowa for integration into the State DAS Income Offset Program.

The County is willing to assist the City in collecting debts for unpaid parking fines. Iowa Code allows county to enter into an agreement with a City whereby the county treasurer agrees to collect delinquent parking tickets on behalf of a city in conjunction with renewal of vehicle registrations. He noted that the City of Des Moines has collaborated with Polk County for several years and Polk County is now willing to expand the service to other metro communities. The County will keep $5.00 of the transaction to cover its administrative costs.

The proposed Agreement allows the Polk County Treasurer to retain a collection fee of $5.00 for each parking ticket. Currently the City collects parking tickets through the State Offset Program (SOP) and in certain cases, through a collection agency, both at higher collection fee rates.

RECOMMENDATION: Approve the proposed resolution authorizing the 28E Agreement with Polk County and authorizing the Mayor to execute the document on behalf of the City.

Lead Staff Member: Tim Stiles, Finance Director

STAFF REVIEWS

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	RTJ

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Finance & Administration		
Date Reviewed	April 20, 2016		
Recommendation	Yes	No	Split

RESOLUTION

WHERAS Section 331.553 of the Iowa Code allows for counties to collect unpaid debts certified to the County by municipalities in conjunction with the renewal of motor vehicle registrations, and

WHEREAS staff recognizes the benefits of allowing Polk County to assist in the collection of such unpaid debts, and

WHEREAS staff and the County have successfully negotiated terms of a Chapter 28E Intergovernmental Agreement to administer the collection of unpaid debts, and

WHEREAS, staff recommends that Council approve such agreement,

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA that the staff recommendation is hereby approved and the Mayor is hereby authorized to execute the 28E Agreement on behalf of the City.

PASSED AND APPROVED this 13th day of June, 2016

_____
Steven K. Gaer, Mayor

ATTEST:

_____
Ryan T. Jacobson, City Clerk

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

THIS AGREEMENT is made and entered into this _____ day of_____, 2016 by and between the Iowa County of Polk ("Polk County") and the City of West Des Moines, Iowa ("City of West 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 West Des Moines to enter into such an Agreement.

CITY DUTIES AND RESPONSIBILITIES

The City of West 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 West 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 West Des Moines, the Polk County Treasurer will collect the debt owed and renew the registration.

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

D. The Polk County Treasurer agrees to produce 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) collection fee from the City of West Des Moines for each individual or organization the Polk County Treasurer collects delinquent parking ticket debts owed to the City of West Des Moines. The Polk County Treasurer will deduct the monthly amount of collection fees owed by the City of West Des Moines from the delinquent parking ticket debt collections transferred each month.

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 not be deducted from the delinquent parking ticket debt collections transferred for the month if 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 West 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 West 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 West 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 West 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 West 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.

TERMINATION OF AGREEMENT

This Agreement shall continue in effect until terminated by either party. The Agreement may be terminated at any time by Polk County or the City of West 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 West Des Moines, Iowa
Attn: City Clerk
PO Box 65320
West Des Moines, IA 50265

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 WEST DES MOINES, IOWA

By: _____
Mayor

Attest:

_____
City Clerk

IOWA COUNTY OF POLK COUNTY

By: _____
Board of Supervisors
Chairperson

Attest:

_____
Auditor