

**28E AGREEMENT BETWEEN THE CITY OF OSKALOOSA AND MAHASKA COUNTY
REGARDING VEHICLE REGISTRATION HOLDS FOR DELINQUENT PARKING
TICKETS**

THIS AGREEMENT made and entered into this _____ day of _____, 2022, by and between the City of Oskaloosa, Iowa (City) and Mahaska County, Iowa (County).

WHEREAS it is in the best interest of the City and County to enter into this 28E Agreement, pursuant to Iowa Code Sections 331.40(8) and 331.553(8).

THEREFORE, IN CONSIDERATION, of the recital, representations, covenants, and agreements set forth herein, the parties hereby represent, covenant, and agree as follows:

1. City parking tickets that are unpaid after sixty (60) days from the date of issuance are eligible to be presented by the City to the Mahaska County Treasurer for placement of a vehicle registration hold against the registered owner(s) of the cited vehicle. For each parking ticket, the City shall give to the Treasurer the name of each registered owner, the social security number or drivers license number, and the Iowa plate number of the vehicle. If at any time in the future, programming becomes available for the parking ticket file to be submitted electronically to the Iowa DOT for placement of the hold, the City will utilize this method.
2. For each delinquent parking ticket described in paragraph 1, the Treasurer agrees to enter a vehicle registration hold into the Iowa Department of Motor Vehicles state program against the registered owner(s).
3. The Treasurer agrees to collect delinquent parking tickets described in paragraph 1 for any individual seeking to register a vehicle in the County who has a hold placed on his or her record. The City agrees that the Treasurer shall direct any such individual to Oskaloosa Police Department for payment of delinquent parking tickets. The Oskaloosa Police Department shall email the Treasurer when a delinquent parking ticket has been paid and shall include the name of each registered owner, social security number or driver's license number, and the Iowa plate number of the vehicle. Upon receipt, the Treasurer shall remove the vehicle registration hold from the Iowa Department of Motor Vehicles state program.
4. It shall be the responsibility of the City to notify the Treasurer when a delinquent parking ticket has been paid or dismissed for any reason. The City shall hold the County harmless, for any inaccuracies in ticket information, and the City shall assume all liability for any failure to update the status of a ticket.
5. This Agreement shall take effect upon approval by both parties and shall continue in effect until terminated as set forth herein.
6. The Agreement may be terminated at any time, for any reason, by either party upon thirty (30) days written notice to the other party.
7. The Treasurer and the Oskaloosa Police Chief shall administer this Agreement.

8. Any notices, demand, or communication to be given pursuant to this Agreement shall be in writing and properly addressed to the parties as follows:

City of Oskaloosa
220 S Market St
Oskaloosa, IA 52577

Mahaska County Treasurer
106 S 1st St
Oskaloosa, Iowa 52577

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

CITY OF OSKALOOSA, IOWA

ATTEST:

David Krutzfeldt, Mayor

Amy Miller, Interim-City Manager

MAHASKA COUNTY, IOWA

ATTEST:

Mark Groenendyk, Board Chair

Sue Brown, Auditor

MAHASKA COUNTY, IOWA

ATTEST:

Connie Van Polen, Treasurer

Sue Brown, Auditor