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Taylor County Resolution 2026-2 28-E Agreement

Janel Irvin, RECORDER
TAYLOR COUNTY IOWA

Prepared by: Ringgold County Auditor
109 W. Madison St., Mount Ayr, IA 50854

Agreement for Multicounty County Attorney Office

WHEREAS Ringgold County and Taylor County are adjacent counties; and

WHEREAS it is necessary for each county to be served by a County Attorney; and

WHEREAS there are only two (2) attorneys who are licensed to practice law in Iowa, reside in Ringgold County and maintain their primary law practice in Ringgold County; and

WHEREAS there are only three (3) attorneys who are licensed to practice law in Iowa, reside in Taylor County and maintain their primary law practice in Taylor County; and

WHEREAS the elected Ringgold County Attorney has resigned and no eligible candidate residing in Ringgold County came forward for appointment; and

WHEREAS counties are entitled to share the services of a County Attorney, pursuant to Iowa Code §331.753 and Chapter 28E; and

WHEREAS both Ringgold County and Taylor County would benefit from sharing the services of a single County Attorney; and

WHEREAS both Ringgold County and Taylor County would be able to provide County Attorney services to both of their respective counties in a more economical manner through sharing the services of a single County Attorney; and

WHEREAS Ringgold County and Taylor County desire to share the services of a County Attorney; 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 Ringgold County and Taylor County as follows:

1. Ringgold County and Taylor County shall share the services of a single County Attorney, pursuant to Iowa Code §331.753 and Iowa Code Chapter 28E.

2. Each County shall pay the County Attorney a separate salary, including the payment of all associated benefits, including but not limited to F.I.C.A. and I.P.E.R.S. The salary paid by each County shall be determined by said County's respective Board of Supervisors and County Compensation Board (if applicable) and shall not be in an amount less than the County Attorney salaries in effect in each respective County at the time of the execution of this agreement. If the Iowa legislature establishes minimum salaries for part-time county attorneys, then each County shall be responsible for paying the County Attorney a salary not less than the legislatively established minimum salary for a part-time county attorney.

3. The County in which the County Attorney resides shall provide the County Attorney with an individual health insurance policy. If the County Attorney elects to supplement said individual health insurance policy with a family health insurance policy, then the non-resident County shall reimburse the resident County for the cost of the premium for said family health insurance policy in an amount equal to the amount that the non-resident County would otherwise pay for the cost of an individual health insurance policy for an elected county official in the non-resident county.

4. Each County shall maintain adequate office space for the County Attorney in their respective courthouses, as required by Iowa Code §331.322(5).

5. Each County shall provide a secretary and the necessary budget for the County Attorney to perform the functions of the office of county attorney, as required by Iowa Code §331.322(5).

6. If both Counties determine that it would be mutually beneficial to share the use of any personal property, with said property to be utilized by the County Attorney, then said purchase must be approved by the Board of Supervisors for both Counties. Each County will provide one-half of the funds for the purchase of said personal property. If said personal property is later sold, then each County shall receive one-half of the net sale proceeds from the sale of said property.

7. The County which is not the County Attorney's County of residence shall pay the County Attorney mileage reimbursement for travel from the courthouse of the resident County to the courthouse of the non-resident County. Said mileage reimbursement shall be in the amount which said County pays for mileage reimbursement for the other elected officials of said County.

8. The County Attorney shall be considered a part-time county attorney in each County for the purposes of Iowa Code §331.752(1).

9. The county attorney shall be elected by a majority of the votes cast for the office of county attorney in both Ringgold County and Taylor County, pursuant to Iowa Code §331.753(1).

10. The County Attorney shall be considered the administrator of the sharing of county attorney services under this Agreement, pursuant to Iowa Code §28E.6(1).

11. This agreement shall be effective on 7-15-25, with said County Attorney taking office as the elected County Attorney for both Counties on said date, pursuant to Iowa Code §331.753(2). However, because it will be necessary to join various aspects of the elective process, including, but not limited to, the primary and general elections, said agreement shall be binding upon both Counties upon execution.

12. This agreement shall be in effect for a period of four (4) years.

13. This agreement will automatically renew under the same terms and conditions, unless either County gives the other County written notice of termination of this agreement no later than January 1st of the final year of the agreement (so in the initial period of the agreement said notice must be given no later than January 1, 2029).

14. Either County shall have the right to terminate this agreement in the event that the person elected to the office of county attorney pursuant to this agreement resigns the office or dies during the person's elective term of office.

15. If either County elects to terminate this agreement pursuant to Paragraphs 13 or 14 above, then said County shall provide the other County with a written notice of said election to terminate this agreement. If either County elects to terminate this agreement pursuant to Paragraph 13 above, then said County shall provide the County Attorney with a written notice of said election to terminate this agreement. Written notices shall be sent by certified mail, return receipt requested, to the following respective addresses:

Ringgold County
Ringgold County Board of Supervisors
Ringgold County Courthouse
109 West Madison Street, Suite 202
Mount Ayr, IA 50854

Taylor County
Taylor County Board of Supervisors
Taylor County Courthouse
405 Jefferson Street
Bedford, IA 50833

County Attorney
Ringgold County Attorney
Ringgold County Courthouse
Mount Ayr, IA 50854

16. If this agreement is terminated, then each County shall retain all equipment and supplies and other property purchased with funds provided by said County. If any equipment, supplies and/or other property has been purchased by joint funds, then said equipment, supplies and/or other property shall be divided between each County as equitably as possible under the circumstances.

17. If any terms or provisions of this agreement shall be held to be invalid or unenforceable for any reason, then the remaining terms and provisions shall continue to remain in full force and effect. If a court finds that any term or provision of this agreement is invalid or unenforceable, but that such term or provision could be limited and thereby be considered valid and enforceable, then such term or provision shall be deemed to be written, construed and enforced with said limitation.

18. This agreement is the complete agreement between the parties. Any amendment to this agreement must be made in writing and must be approved by the Board of Supervisors for each County. Any amendment made after July 1, 2025, also requires the approval of the County Attorney.

Entered into on this 10 day of July 2025

Randy Taylor
Chairperson
Ringgold County Board of Supervisors



Jack Beggs
Chairperson
Taylor County Board of Supervisors

STATE OF IOWA, COUNTY OF RINGGOLD, SS:

Be it remembered that on this _____ day of _____, before me, a Notary Public in and for Ringgold County, Iowa, personally appeared Randy Taylor, Chairperson of the Board of Supervisors of Ringgold County, Iowa, to me known to be the person named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed and on behalf of Ringgold County, Iowa.

Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF TAYLOR, SS:

Be it remembered that on this 10 day of July, before me, a Notary Public in and for Taylor County, Iowa, personally appeared Jack Beggs, Chairperson of the Board of Supervisors of Taylor County, Iowa, to me known to be the person named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed and on behalf of Taylor County, Iowa.



Notary Public in and for the State of Iowa

