

RESOLUTION OF THE POWESHIEK COUNTY BOARD OF SUPERVISORS

RESOLUTION No. 2026-13

WHEREAS Poweshiek County is a stakeholder in the Central Iowa Juvenile Detention Center (hereinafter CIJDC), and

WHEREAS the CIJDC is the Respondent in Hardin County Case No. CVCV102247, whereby Hardin County calls into question the validity of prior 28E agreements, and

WHEREAS the outcome of that litigation is uncertain, and Poweshiek County has an interest in the outcome of that litigation, and

WHEREAS the CIJDC Commission has voted 22-5 to approve the attached compromise settlement agreement resolving the litigation, and

WHEREAS the compromise settlement agreement is a compromise between Hardin County and the CIJDC that acknowledges the membership of counties joining the CIJDC through 2012 and also allows the remaining counties to maintain certain benefits that the litigation does not otherwise guarantee, while also allowing the counties joining through 2012 to adopt a new 28E agreement and even vote to allow the remaining counties to regain full membership in the CIJDC, and

WHEREAS the Parties will file with the Court a consent decree memorializing the full terms and conditions of the Parties' compromise settlement agreement following approval of the compromise settlement by a majority of the member counties.

THEREFORE, the Poweshiek County Board of Supervisors hereby approve and adopt the attached compromise agreement and authorize the CIJDC to execute and present to the court a consent decree consistent with the attached compromise settlement.

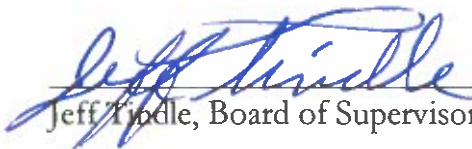
Dated this 8 day of September 2025.

Roll Call Vote:

Tindle – aye

Bolen – aye

Roudabush – aye


Jeff Tindle, Board of Supervisor's Chair


Melissa Eilander, Poweshiek County Auditor

1. Hardin County and CIJDC agree and stipulate to the following terms, conditions, and procedures to resolve and settle the lawsuit filed by Hardin County against CIJDC and Tony Reed
2. The April 20, 2012 28E Agreement is considered to be the current effective 28E Agreement governing CIJDC such that CIJDC is comprised of the 23 members that had joined up to that time (up to and including Appanoose County as reflected on CIJDC Schedule A funding formula 000716):

Boone, Calhoun, Hardin, Hamilton, Story, Webster, Marshall, Winnebago, Greene, Tama, Poweshiek, Jasper, Hancock, Humboldt, Kossuth, Iowa, Buena Vista, Palo Alto, Floyd, Wright, Franklin, Mahaska, and Appanoose.

3. Phase I:

The parties stipulate that Per Article VI, sec. 1, para "h", the Class of 2012 will vote that the former members' respective earned bed-date totals as shown in the 2024 chart (bates 716) will be carried on the books and payable in a manner payable under the then-existing 28E. In addition, former members will be granted membership-level bed rates. Equity is only payable upon full dissolution of CIJDC under the 28E Agreement existing at the time of dissolution.

Phase II:

Per Article XIII of the 2012 28E, the Class of 2012 will consider amendments to the 2012 28E. In other words, the Class of 2012 may vote on a new 2025 28E Agreement. During consideration of proposed amendments, the former members can participate in the Commission's discussion through their county delegate, but only the Class of 2012 votes on any amendments. Phase II and Phase III shall not be combined into a single, concurrent action.

Phase III:

Per Article VIII

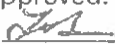
Step 1: The Board of Supervisors of each former member counties seeking to become a voting/equity member shall pass a resolution requesting membership under the then existing 28E Agreement.

Step 2: The voting Class of 2012 listed above shall then vote on the inclusion of the applicant counties into the then existing 28E Agreement (requiring 12 yes votes to allow a county to join).

Step 3: The joining counties then appoint a designee/alternate.

The terms and conditions of this settlement agreement are subject to the approval by a majority of the quorum of the current CIJDC county members as reflected in the 2018 28E Agreement and reflected in Schedule A as counties 1-30. A majority of the Commission delegates and the County boards of supervisors of these 30 counties

must approve the settlement. The settlement is also subject to approval by the Hardin County Board of Supervisors.

As approved:  Kyle Stecker Commissioner CIJDC;
and  Lance Granzow Board Chair Hardin County

Prepared by Tony J. Reed, Executive Director, tony@cijdc.com

CENTRAL IOWA JUVENILE DETENTION CENTER

2317 Rick Collins Way, Eldora, IA 50627

28E Agreement- 04-20-12

ARTICLE I - NAME

The official name of this corporation shall be: Central Iowa Juvenile Detention Center (CIJDC)

ARTICLE II - PURPOSE

1. To form a 28E Corporation to provide Juvenile Justice and Social Services.

ARTICLE III - LEGAL STATUS

1. CIJDC is a 28E Corporation and shall be a public body and a separate legal entity exercising public and essential governmental functions. CIJDC shall be governed by a commission as specified in Article VIII.

ARTICLE IV - COMMENCEMENT OF OPERATIONS

1. The operations of this Corporation shall commence upon filing of these Articles with the Iowa Secretary of State and recording with each of the Member County's Recorder
2. The effective date of the Corporation will be August 1, 1993.

ARTICLE V - DURATION

1. The duration and existence of this Corporation shall be perpetual unless dissolved.

ARTICLE VI - POWERS AND DUTIES

1. The Commission shall have the following powers:
 - a. To adopt and have a common seal and to alter the same at pleasure.
 - b. To sue and be sued.
 - c. To acquire, hold and use and dispose of the reserves derived from the operations of its facilities and other moneys of the Corporation.
 - d. To acquire, hold, use and dispose of other personal property for the purposes of the Corporation.
 - e. To acquire by purchase, gift, lease or otherwise, real property and easements therein, if any, and to hold and use the same, and to dispose of property so acquired no longer necessary for the purposes of this Corporation.
 - f. To accept gifts or grants of real or personal property, money, material, labor or supplies for the purposes of the Corporation, and to make and perform such agreements and contracts as may be necessary or convenient in connection with the procuring, acceptance or disposition of such gifts or grants.

- g. To make and enforce by-laws or rules and regulations for the management and operation of its business and affairs and for the use, maintenance and operation of its facilities and any other of its properties, and to annul the same.
 - h. To do and perform any acts and things authorized by Iowa Code Chapter 28E, as amended and by this Agreement, under, through or by means of its, agents and employees, or by contracts with any person.
 - i. To enter into any and all contracts, execute any and all instruments, and do and perform all acts or things necessary or desirable for the purpose of the Corporation or to carry out any powers expressly given by this Agreement.
 - j. To make or cause to be made studies and surveys necessary or useful and convenient to carrying out the functions of the Corporation.
 - k. To contract with and compensate consultants for professional services including but not limited to architects, engineers, planners, lawyers, accountants, and others found necessary or useful and convenient to the stated purpose of the Corporation.
 - l. To provide for a system of budgeting, accounting, auditing and reporting of all Corporation funds and transactions, for a depository, and for bonding of employees.
 - m. To consult with representative of Federal, State, and local agencies, departments and their officers and employees and to contract with such agencies and departments.
 - n. To provide in the preceding authorizing such obligations for remedies upon default in the payment of principal and interest on such obligations including but not limited to, the appointment of a trustee to represent the holders of such obligations in default and the appointment of a receiver of the Corporation's property, such trustee and such receiver to have the powers and duties provided for in the proceeding authorizing such obligations.
 - o. To hire employees, fix their compensations, benefits, personnel rules and regulations, and terminate their employment.
 - p. To borrow money and accept grants, contributions or loans from, and to enter into contracts, leases, or other transactions.
- 2. Duties of the Commission**
- a. To approve policy, staff and to serve member governments and agencies to fulfill the purposes as outlined in Article I. The Corporation may contract with any public or private entity.
 - b. The Commission shall adopt and revise Bylaws as necessary for the proper operation of the Center. Such Bylaws shall become effective when adopted by the Commission.

ARTICLE VII – FINANCING

- 1. The Corporation shall operate on a fiscal year basis, July 1 through June 30.
- 2. No later than April 15th of each year, the Chair of the Commission shall call a meeting of the Commission to review a proposed budget for the next fiscal year, prepared by the C.I.J.D.C. Executive Director.
- 3. The budget shall project anticipated revenues and expenditures.
- 4. The Commission shall adopt the budget for the next fiscal year no later than May 15th.
- 5. All expenditures provided for herein shall be subject to the provisions of Chapter 24 of the current Code of Iowa and the Chair or a Vice-Chair of the Commission is hereby declared to be the certifying official.
- 6. Rates shall be established and adjusted by the Commission.

ARTICLE VIII - MEMBERSHIP

1. Members & Date Joined: Boone, Calhoun, Hardin, Hamilton, Story, Webster 09-03-93 Marshall 02-04-94 Winnebago 07-07-95 Greene 06-11-99 Tama 01-07-00 Poweshiek 02-02-01 Jasper & Hancock 12-14-01 Humboldt 01-11-02 Kossuth 12-12-02 Iowa 11-07-03 Buena Vista & Palo Alto 12-01-08 Floyd 08-27-09 Wright 10-08-09 Franklin 06-11-10 Mahaska 09-10-10 Appanoose 05-13-11

2. Method of Joining- Any county may join this Corporation by proceeding in the following manner.

- a. The Board of Supervisors of the applicant county shall pass a resolution approving this 28E Agreement and request membership in CIJDC.
- b. Acceptance of the applicant county shall be by majority a vote of the Commission.
- c. The applicant county may be assessed an initial fee, determined by the Commission.
- d. The Board of Supervisors of the joining county shall appoint a Designee and Alternate

3. Duration of Membership- A member county shall continue its membership until such time as:

- a. The member terminates membership
- b. The Corporation is dissolved

4. Membership-Termination- Members may withdraw from this Corporation in the following manner:

- a. The Member County Board of Supervisors, shall adopt a Resolution requesting to withdraw their membership from the 28E and shall forward a copy to the Chair of the CIJDC Commission.
- b. The Commission will approve the Resolution during their next meeting.
- c. Any member wishing to terminate membership shall forfeit all financial gain in C.I.J.D.C.

ARTICLE IX – APPOINTMENTS

1. Each member county shall appoint a Supervisor as Designee and one as Alternate at the annual meeting

ARTICLE X – OFFICERS, MEETINGS, EMPLOYEES AND VOTING

1. Executive Officers. The Executive Officers will consist of:

Ex-Officio- former Chair of the Commission; Chair; 1st Vice-Chair; 2nd Vice-Chair

The Commission shall elect from its membership a Chair, a 1st Vice-Chair, and 2nd Vice-Chair. They shall serve for a term of one year through January, or until their successors are elected, or they no longer represent their county in the same manner. In this event the remaining members shall elect a replacement. The Ex-Officio Member has voting rights on the Executive Committee only if another member is absent.

2. Meetings- The Commission shall meet not less than quarterly and at such times as the Chair or Vice-Chair shall call a meeting of the Commission.

3. Employees- The Commission may employ staff, or pay consultants.

4. Voting- Each member of the Commission shall be entitled one vote, to be cast by the Designee or Alternate.

5. Quorum- A simple majority of present members shall be sufficient to pass motions.

ARTICLE XI – BYLAWS

1. The Commission shall adopt bylaws for the operation of the Corporation.
2. Bylaws may be repealed, changed, or modified by a majority vote of the Commission.

ARTICLE XII – DISSOLUTION

1. This 28E Agreement created may be dissolved by a majority vote of the Member Counties. Upon such dissolution all assets of CIJDC shall be liquidated and the net proceeds obtained shall be distributed to the individual member counties of this Corporation according to the Member Equity Formula. The Member Equity Formula is derived by most current data in equal parts of the following 5 factors:

1,2,3) Last 3 Fiscal Years of CIJDC Bed Days, 4) County Population, 5) Juvenile Court Petitions.

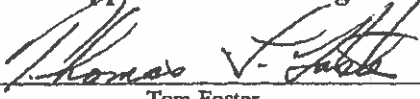
ARTICLE XIII – AMENDMENTS

1. The terms of these Articles of Agreement may be amended by a majority vote of the Commission and ratification by a majority of the member governments. Commission members must receive a copy of proposed amendments at least twenty days prior to the date that action is to be taken.

ARTICLE XIV – SEVERABILITY

1. If any provisions of these Articles of Agreement, or the application thereof to any person or circumstance, are held to be invalid, such invalidity shall not affect other provisions or applications or these Articles, which can be given effect with the invalid provisions or applications and to this end the provisions of these Articles are declared to be severable.

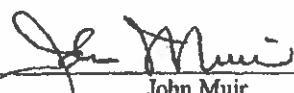
All parties have approved this 28E Agreement

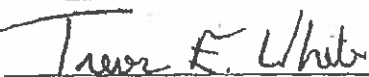

Tom Foster
CIJDC Commission Member/Boone Co. Supervisor

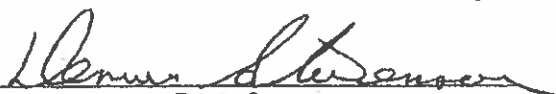

Wesley Sweedler
CIJDC Commission Member/Hamilton Co. Supervisor


Wayne Clinton
CIJDC Commission Member/Story Co. Supervisor


Dave Thompson
CIJDC Commission Member/Marshall Co. Supervisor

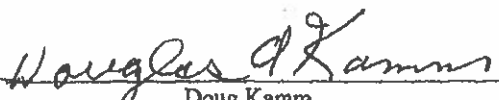

John Muir
CIJDC Commission Member/Greene Co. Supervisor


~~Ellie Snook~~ Trevor White
CIJDC Commission Member/Poweshiek Co. Supervisor

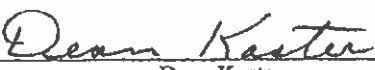

Denny Stevenson
CIJDC Commission Member/Jasper Co. Supervisor


Eugene Elsbecker
CIJDC Commission Member/Kossuth Co. Supervisor


Paul Merten
CIJDC Commission Member/Buena Vista Co. Supervisor


Doug Kamm
CIJDC Commission Member/Floyd Co. Supervisor

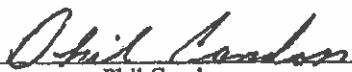

Jerry Flagg
CIJDC Commission Member/Franklin Co. Supervisor


Dean Kaster
CIJDC Commission Member/Appanoose Co. Supervisor

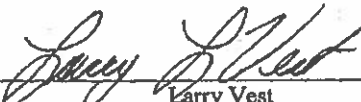
Adopted by Commission: 04-20-12


Dean G. Hoag Sr
CIJDC Commission Member/Calhoun Co. Supervisor


Lance Granzow
CIJDC Commission Member/Hardin Co. Supervisor


Phil Condon
CIJDC Commission Member/Webster Co. Supervisor


Warren Wubben
CIJDC Commission Member/Winnebago Co. Supervisor


Larry Vest
CIJDC Commission Member/Tama Co. Supervisor

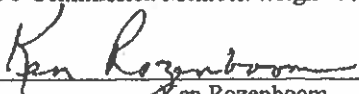

Ted Hall
CIJDC Commission Member/Hancock Co. Supervisor


Morton Christianson
CIJDC Commission Member/Humboldt Co. Supervisor


Bill Hoogan
CIJDC Commission Member/Iowa Co. Supervisor


Jerry Hofstad
CIJDC Commission Member/Palo Alto Co. Supervisor


Lucas Beenken
CIJDC Commission Member/Wright Co. Supervisor


Ken Rozenboom
CIJDC Commission Member/Mahaska Co. Supervisor

Prepared by: Tony J. Reed, Executive Director (641) 858-3852

CIJDC 000658

Central Iowa Juvenile Detention Center- Schedule A Funding Formula

2024		FY 2021		FY 2022		FY 2023		FY 2024		2020 County Population	% of Total Population	TOTAL Funding %	Share of CIJDC Equity
		CIJDC Days	% of	CIJDC Days	% of	CIJDC Days	% of	CIJDC Days	% of				
1	Boone	720	10.5%	298	3.4%	296	2.9%	127	1.2%	26,715	3.5%	4.30%	\$ 443,102.10
2	Calhoun	134	1.9%	139	1.6%	56	0.5%	273	2.7%	9,927	1.3%	1.61%	\$ 165,950.44
3	Hardin	34	0.5%	23	0.3%	107	1.0%	706	6.9%	16,878	2.2%	2.18%	\$ 224,498.46
4	Hamilton	379	5.5%	343	4.0%	213	2.1%	153	1.5%	15,039	2.0%	3.00%	\$ 308,900.61
5	Story	416	6.0%	716	8.3%	617	6.0%	988	9.6%	98,537	12.8%	8.56%	\$ 881,915.98
6	Webster	664	9.6%	1,101	12.7%	2,386	23.3%	1,816	17.7%	36,999	4.8%	13.64%	\$ 1,404,937.14
7	Marshall	870	12.6%	1,364	15.7%	1,320	12.9%	1,091	10.7%	40,105	5.2%	11.43%	\$ 1,177,039.19
8	Winnebago	328	4.8%	173	2.0%	323	3.2%	319	3.1%	10,679	1.4%	2.88%	\$ 297,095.11
9	Greene	23	0.3%	21	0.2%	107	1.0%	311	3.0%	8,771	1.1%	1.16%	\$ 119,507.77
10	Tama	383	5.6%	436	5.0%	258	2.5%	246	2.4%	17,135	2.2%	3.55%	\$ 365,570.07
11	Hancock	46	0.7%	36	0.4%	0	0.0%	4	0.0%	10,795	1.4%	0.51%	\$ 52,095.43
12	Humboldt	275	4.0%	114	1.3%	220	2.1%	0	0.0%	9,597	1.3%	1.74%	\$ 179,415.56
13	Jasper	101	1.5%	566	6.5%	568	5.5%	625	6.1%	37,813	4.9%	4.91%	\$ 506,140.60
14	Poweshiek	104	1.5%	233	2.7%	46	0.4%	170	1.7%	18,662	2.4%	1.75%	\$ 180,000.11
15	Kossuth	114	1.7%	148	1.7%	15	0.1%	95	0.9%	14,828	1.9%	1.27%	\$ 131,194.79
16	Iowa	37	0.5%	27	0.3%	337	3.3%	34	0.3%	16,662	2.2%	1.33%	\$ 136,855.58
17	Buena Vista	0	0.0%	0	0.0%	140	1.4%	26	0.3%	20,823	2.7%	0.87%	\$ 89,287.14
18	Palo Alto	43	0.6%	199	2.3%	10	0.1%	6	0.1%	8,996	1.2%	0.85%	\$ 87,487.35
19	Floyd	354	5.1%	251	2.9%	314	3.1%	196	1.9%	15,627	2.0%	3.01%	\$ 310,123.25
20	Wright	141	2.0%	67	0.8%	50	0.5%	58	0.6%	12,943	1.7%	1.11%	\$ 114,584.08
21	Franklin	247	3.6%	58	0.7%	64	0.6%	0	0.0%	10,019	1.3%	1.24%	\$ 127,479.60
22	Mahaska	255	3.7%	320	3.7%	612	6.0%	83	0.8%	22,190	2.9%	3.41%	\$ 351,714.76
23	Appanoose	79	1.1%	179	2.1%	44	0.4%	97	0.9%	12,317	1.6%	1.24%	\$ 127,576.68
24	Benton	98	1.4%	172	2.0%	335	3.3%	298	2.9%	25,575	3.3%	2.58%	\$ 266,175.38
25	Buchanan	137	2.0%	259	3.0%	73	0.7%	147	1.4%	20,565	2.7%	1.96%	\$ 201,965.54
26	Crawford	59	0.9%	110	1.3%	107	1.0%	0	0.0%	16,525	2.2%	1.06%	\$ 109,662.04
27	Dubuque	390	5.7%	889	10.2%	1,145	11.2%	1,445	14.1%	99,266	12.9%	10.83%	\$ 1,115,347.25
28	Emmet	254	3.7%	250	2.9%	9	0.1%	48	0.5%	9,388	1.2%	1.67%	\$ 172,060.84
29	Lucas	47	0.7%	159	1.8%	333	3.3%	347	3.4%	8,634	1.1%	2.06%	\$ 211,809.29
30	Worth	149	2.2%	24	0.3%	120	1.2%	0	0.0%	7,443	1.0%	0.92%	\$ 94,424.27
31	Mitchell	0	0.0%	0	0.0%	12	0.1%	185	1.8%	10,565	1.4%	0.66%	\$ 67,987.39
32	Bremer	0	0.0%	0	0.0%	0	0.0%	0	0.0%	24,988	3.3%	0.65%	\$ 67,064.66
33	Grundy	0	0.0%	0	0.0%	0	0.0%	0	0.0%	12,329	1.6%	0.32%	\$ 33,089.49
34	Fayette	0	0.0%	0	0.0%	0	0.0%	0	0.0%	19,509	2.5%	0.51%	\$ 52,359.71
35	Jones	0	0.0%	0	0.0%	0	0.0%	345	3.4%	20,646	2.7%	1.21%	\$ 124,817.20
TOTALS		6,881	100%	8,675	100%	10,237	100%	10,239	100%	767,490	100%	100.0%	\$ 10,299,234.86