

# **Consent Agenda**

**June 22, 2021**

**MET IN REGULAR SESSION**

The Board of Supervisors met in regular session at 10:00 A.M. All members, except Supervisor Grobe present. Chairman Belt presiding.

**PLEDGE OF ALLEGIANCE**

**1. CONSENT AGENDA**

After discussion was held by the Board, a Motion was made by Wichman, and second by Schultz to approve:

- A. June 15, 2021, Minutes as read.
- B. Renewal of Iowa Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor for The Mile Away, Council Bluffs.

UNANIMOUS VOTE. Motion Carried.

Motion by Wichman, second by Schultz, to amend agenda to read Closed Session pursuant to Iowa Code §21(1)(C) for discussion/decision regarding pending litigation. UNANIMOUS VOTE. Motion Carried.

**2. PUBLIC HEARINGS**

Motion made by Schultz, second by Shea, to open Public Hearing on the authorization of a Loan Agreement and the issuance of Notes to evidence the obligation of the County thereunder (Not to Exceed \$300,000 General Obligation Capital Loan Notes #1).

**Roll Call Vote: AYES: Belt, Wichman, Schultz, Shea. Motion Carried.**

Motion by Wichman, second by Schultz, to close Public Hearing.

**Roll Call Vote: AYES: Belt, Wichman, Schultz, Shea. Motion Carried.**

Motion by Wichman, second by Schultz, to approve and authorize Board to sign **Resolution No. 57-2021** instituting proceedings to take additional action.

**RESOLUTION NO. 57-2021**

**RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO EXCEED \$300,000 GENERAL OBLIGATION CAPITAL LOAN NOTES (GCP #1)**

WHEREAS, pursuant to notice published as required by law, the Board of Supervisors has held a public meeting and hearing upon the proposal to institute proceedings for the authorization of a Loan Agreement and the issuance of Not to Exceed \$300,000 General Obligation Capital Loan Notes (GCP #1), for the general county purposes, in order to provide funds to pay the costs of acquisition and development of land for a public park or other recreation or conservation purpose, including upgrading electrical and installing full, modern RV hook-ups at Arrowhead Park, and has considered the extent of objections received from residents or property owners as to the proposed issuance of Notes; and no petition was filed calling for a referendum thereon. The following action is now considered to be in the best interests of the County and residents thereof.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF POTTAWATTAMIE COUNTY, STATE OF IOWA:**

**Section 1.** That this Board does hereby institute proceedings and take additional action for the authorization and issuance in the manner required by law of Not to Exceed \$300,000 General Obligation Capital Loan Notes (GCP #1), for the foregoing general county purposes.

**Section 2.** This Resolution shall serve as a declaration of official intent under Treasury Regulation 1.150-2 and shall be maintained on file as a public record of such intent. It is reasonably expected that the general fund moneys may be advanced from time to time for capital expenditures which are to be paid from the proceeds of the above Notes. The amounts so advanced shall be reimbursed from the proceeds of the Notes not later than eighteen months after the initial payment of the capital expenditures or eighteen months after the property is placed in service. Such advancements shall not exceed the amount authorized in this Resolution unless the same are for preliminary expenditures or unless another declaration of intention is adopted.

Dated this 22<sup>nd</sup> Day of June, 2021.

ROLL CALL VOTE

	AYE		NAY		ABSTAIN	ABSENT
_____ Scott A. Belt, Chairman	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
_____ Tim Wichman	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
_____ Lynn Grobe	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
_____ Justin Schultz	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
_____ Brian Shea	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	

ATTEST: \_\_\_\_\_  
Melvyn Houser, County Auditor

**Roll Call Vote: AYES: Belt, Wichman, Schultz, Shea. Motion Carried.**

Motion made by Schultz, second by Shea, to open Public Hearing on the authorization of a Loan Agreement and the issuance of Notes to evidence the obligation of the County thereunder (Not to Exceed \$225,000 General Obligation Capital Loan Notes #2).

**Roll Call Vote: AYES: Belt, Wichman, Schultz, Shea. Motion Carried.**

Motion by Wichman, second by Schultz, to close Public Hearing.

**Roll Call Vote: AYES: Belt, Wichman, Schultz, Shea. Motion Carried.**

Motion by Wichman, second by Schultz, to approve and authorize Board to sign **Resolution No. 58-2021** instituting proceedings to take additional action.

**RESOLUTION NO. 58-2021**

**RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO EXCEED \$225,000 GENERAL OBLIGATION CAPITAL LOAN NOTES (GCP #2)**

**WHEREAS**, pursuant to notice published as required by law, the Board of Supervisors has held a public meeting and hearing upon the proposal to institute proceedings for the authorization of a Loan Agreement and the issuance of Not to Exceed \$225,000 General Obligation Capital Loan Notes (GCP #2), for the general county purposes, in order to provide funds to pay the costs of acquisition and development of land for a public park or other recreation or conservation purpose, including RV Park Road and landscaping upgrades at Arrowhead Park, and has considered the extent of objections received from residents or property owners as to the proposed issuance of Notes; and no petition was filed calling for a referendum thereon. The following action is now considered to be in the best interests of the County and residents thereof.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF POTTAWATTAMIE COUNTY, STATE OF IOWA:**

**Section 1.** That this Board does hereby institute proceedings and take additional action for the authorization and issuance in the manner required by law of Not to Exceed \$225,000 General Obligation Capital Loan Notes (GCP #2), for the foregoing general county purposes.

**Section 2.** This Resolution shall serve as a declaration of official intent under Treasury Regulation 1.150-2 and shall be maintained on file as a public record of such intent. It is reasonably expected that the general fund moneys may be advanced from time to time for capital expenditures which are to be paid from the proceeds of the above Notes. The amounts so advanced shall be reimbursed from the proceeds of the Notes not later than eighteen months after the initial payment of the capital expenditures or eighteen months after the property is placed in service. Such advancements shall not exceed the amount authorized in this Resolution unless the same are for preliminary expenditures or unless another declaration of intention is adopted.

Dated this 22<sup>nd</sup> Day of June, 2021.

ROLL CALL VOTE

	AYE		NAY		ABSTAIN	ABSENT
_____ Scott A. Belt, Chairman	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
_____ Tim Wichman	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
_____ Lynn Grobe	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
_____ Justin Schultz	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
_____ Brian Shea	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	

ATTEST: \_\_\_\_\_  
Melvyn Houser, County Auditor

Roll Call Vote: AYES: Belt, Wichman, Schultz, Shea. Motion Carried.

Motion made by Schultz, second by Shea, to open Public Hearing on the authorization of a Loan Agreement and the issuance of Notes to evidence the obligation of the County thereunder (Not to Exceed \$300,000 General Obligation Capital Loan Notes #3).

Roll Call Vote: AYES: Belt, Wichman, Schultz, Shea. Motion Carried.

Motion by Wichman, second by Shea, to close Public Hearing.

Roll Call Vote: AYES: Belt, Wichman, Schultz, Shea. Motion Carried.

Motion by Schultz, second by Shea, to approve and authorize Board to sign **Resolution No. 59-2021** instituting proceedings to take additional action.

**RESOLUTION NO. 59-2021**

**RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO EXCEED \$300,000 GENERAL OBLIGATION CAPITAL LOAN NOTES (GCP #3)**

WHEREAS, pursuant to notice published as required by law, the Board of Supervisors has held a public meeting and hearing upon the proposal to institute proceedings for the authorization of a Loan Agreement and the issuance of Not to Exceed \$300,000 General Obligation Capital Loan Notes (GCP #3), for the general county purposes, in order to provide funds to pay the costs of acquisition and development of land for a public park or other recreation or conservation purpose, including campground improvements at Botna Bend Park, and has considered the extent of objections received from residents or property owners as to the proposed issuance of Notes; and no petition was filed calling for a referendum thereon. The following action is now considered to be in the best interests of the County and residents thereof.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF POTTAWATTAMIE COUNTY, STATE OF IOWA:**

**Section 1.** That this Board does hereby institute proceedings and take additional action for the authorization and issuance in the manner required by law of Not to Exceed \$300,000 General Obligation Capital Loan Notes (GCP #3), for the foregoing general county purposes.

**Section 2.** This Resolution shall serve as a declaration of official intent under Treasury Regulation 1.150-2 and shall be maintained on file as a public record of such intent. It is reasonably expected that the general fund moneys may be advanced from time to time for capital expenditures which are to be paid from the proceeds of the above Notes. The amounts so advanced shall be reimbursed from the proceeds of the Notes not later than eighteen months after the initial payment of the capital expenditures or eighteen months after the property is placed in service. Such advancements shall not exceed the amount authorized in this Resolution unless the same are for preliminary expenditures or unless another declaration of intention is adopted.



Dated this 22<sup>nd</sup> Day of June, 2021.

ROLL CALL VOTE

	AYE		NAY		ABSTAIN	ABSENT
_____ Scott A. Belt, Chairman	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
_____ Tim Wichman	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
_____ Lynn Grobe	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
_____ Justin Schultz	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
_____ Brian Shea	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	

ATTEST: \_\_\_\_\_  
Melvyn Houser, County Auditor

**Roll Call Vote: AYES: Belt, Wichman, Schultz, Shea. Motion Carried.**

Motion made by Wichman, second by Shea, to open Public Hearing on the authorization of a Loan Agreement and the issuance of Notes to evidence the obligation of the County thereunder (Not to Exceed \$150,000 General Obligation Capital Loan Notes #4).

**Roll Call Vote: AYES: Belt, Wichman, Schultz, Shea. Motion Carried.**

Motion by Wichman, second by Shea, to close Public Hearing.

**Roll Call Vote: AYES: Belt, Wichman, Schultz, Shea. Motion Carried.**

Motion by Wichman, second by Shea, to approve and authorize Board to sign **Resolution No. 60-2021** instituting proceedings to take additional action.

**RESOLUTION NO. 60-2021**

**RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO EXCEED \$150,000 GENERAL OBLIGATION CAPITAL LOAN NOTES (GCP # 4)**

**WHEREAS**, pursuant to notice published as required by law, the Board of Supervisors has held a public meeting and hearing upon the proposal to institute proceedings for the authorization of a Loan Agreement and the issuance of Not to Exceed \$150,000 General Obligation Capital Loan Notes (GCP # 4), for the general county purposes, in order to provide funds to pay the costs of acquisition and development of land for a public park or other recreation or conservation purpose, including boat ramp improvements at Botna Bend Park, and has considered the extent of objections received from residents or property owners as to the proposed issuance of Notes; and no petition was filed calling for a referendum thereon. The following action is now considered to be in the best interests of the County and residents thereof.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF POTTAWATTAMIE COUNTY, STATE OF IOWA:**

**Section 1.** That this Board does hereby institute proceedings and take additional action for the authorization and issuance in the manner required by law of Not to Exceed \$150,000 General Obligation Capital Loan Notes (GCP # 4), for the foregoing general county purposes.

**Section 2.** This Resolution shall serve as a declaration of official intent under Treasury Regulation 1.150-2 and shall be maintained on file as a public record of such intent. It is reasonably expected that the general fund moneys may be advanced from time to time for capital expenditures which are to be paid from the proceeds of the above Notes. The amounts so advanced shall be reimbursed from the proceeds of the Notes not later than eighteen months after the initial payment of the capital expenditures or eighteen months after the property is placed in service. Such advancements shall not exceed the amount authorized in this Resolution unless the same are for preliminary expenditures or unless another declaration of intention is adopted.

Dated this 22<sup>nd</sup> Day of June, 2021.

ROLL CALL VOTE

	AYE		NAY		ABSTAIN	ABSENT
_____ Scott A. Belt, Chairman	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
_____ Tim Wichman	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
_____ Lynn Grobe	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
_____ Justin Schultz	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
_____ Brian Shea	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	

ATTEST: \_\_\_\_\_  
Melvyn Houser, County Auditor

**Roll Call Vote: AYES: Belt, Wichman, Schultz, Shea. Motion Carried.**

Motion made by Shea, second by Schultz, to open Public Hearing on the authorization of a Loan Agreement and the issuance of Notes to evidence the obligation of the County thereunder (Not to Exceed \$200,000 General Obligation Capital Loan Notes #5).

**Roll Call Vote: AYES: Belt, Wichman, Schultz, Shea. Motion Carried.**

Motion by Wichman, second by Shea, to close Public Hearing.

**Roll Call Vote: AYES: Belt, Wichman, Schultz, Shea. Motion Carried.**

Motion by Shea, second by Schultz, to approve and authorize Board to sign **Resolution No. 61-2021** instituting proceedings to take additional action.

**RESOLUTION NO. 61-2021**

**RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO EXCEED \$200,000 GENERAL OBLIGATION CAPITAL LOAN NOTES (GCP #5)**

**WHEREAS**, pursuant to notice published as required by law, the Board of Supervisors has held a public meeting and hearing upon the proposal to institute proceedings for the authorization of a Loan Agreement and the issuance of Not to Exceed \$200,000 General Obligation Capital Loan Notes (GCP #5), for the general county purposes, in order to provide funds to pay the costs of acquisition and development of land for a public park or other recreation or conservation purpose, including lodge and cabin updates and campground hook-ups at Hitchcock Park, and has considered the extent of objections received from residents or property owners as to the proposed issuance of Notes; and no petition was filed calling for a referendum thereon. The following action is now considered to be in the best interests of the County and residents thereof.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF POTTAWATTAMIE COUNTY, STATE OF IOWA:**

**Section 1.** That this Board does hereby institute proceedings and take additional action for the authorization and issuance in the manner required by law of Not to Exceed \$200,000 General Obligation Capital Loan Notes (GCP #5), for the foregoing general county purposes.

**Section 2.** This Resolution shall serve as a declaration of official intent under Treasury Regulation 1.150-2 and shall be maintained on file as a public record of such intent. It is reasonably expected that the general fund moneys may be advanced from time to time for capital expenditures which are to be paid from the proceeds of the above Notes. The amounts so advanced shall be reimbursed from the proceeds of the Notes not later than eighteen months after the initial payment of the capital expenditures or eighteen months after the property is placed in service. Such advancements shall not exceed the amount authorized in this Resolution unless the same are for preliminary expenditures or unless another declaration of intention is adopted.

**Dated this 22<sup>nd</sup> Day of June, 2021.**

**ROLL CALL VOTE**

	AYE		NAY		ABSTAIN	ABSENT
_____	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	

Scott A. Belt, Chairman

_____	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Tim Wichman				
_____	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Lynn Grobe				
_____	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Justin Schultz				
_____	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Brian Shea				

ATTEST: \_\_\_\_\_  
Melvyn Houser, County Auditor

**Roll Call Vote: AYES: Belt, Wichman, Schultz, Shea. Motion Carried.**

Motion made by Shea, second by Wichman, to open Public Hearing on the authorization of a Loan Agreement and the issuance of Notes to evidence the obligation of the County thereunder (Not to Exceed \$300,000 General Obligation Capital Loan Notes #6).

**Roll Call Vote: AYES: Belt, Wichman, Schultz, Shea. Motion Carried.**

Motion by Wichman, second by Shea, to close Public Hearing.

**Roll Call Vote: AYES: Belt, Wichman, Schultz, Shea. Motion Carried.**

Motion by Schultz, second by Shea, to approve and authorize Board to sign **Resolution No. 62-2021** instituting proceedings to take additional action.

**RESOLUTION NO. 62-2021**

**RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO EXCEED \$300,000 GENERAL OBLIGATION CAPITAL LOAN NOTES (GCP #6)**

**WHEREAS**, pursuant to notice published as required by law, the Board of Supervisors has held a public meeting and hearing upon the proposal to institute proceedings for the authorization of a Loan Agreement and the issuance of Not to Exceed \$300,000 General Obligation Capital Loan Notes (GCP #6), for the general county purposes, in order to provide funds to pay the costs of acquisition and equipping of sheriff vehicles which are necessary for the operation of the county or the health and welfare of its citizens, and has considered the extent of objections received from residents or property owners as to the proposed issuance of Notes; and no petition was filed calling for a referendum thereon. The following action is now considered to be in the best interests of the County and residents thereof.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF POTTAWATTAMIE COUNTY, STATE OF IOWA:**

**Section 1.** That this Board does hereby institute proceedings and take additional action for the authorization and issuance in the manner required by law of not to exceed \$300,000 General Obligation Capital Loan Notes (GCP #6), for the foregoing general county purposes.

**Section 2.** This Resolution shall serve as a declaration of official intent under Treasury Regulation 1.150-2 and shall be maintained on file as a public record of such intent. It is reasonably expected that the general fund moneys may be advanced from time to time for capital expenditures which are to be paid from the proceeds of the above Notes. The amounts so advanced shall be reimbursed from the proceeds of the Notes not later than eighteen months after the initial payment of the capital expenditures or eighteen months after the property is placed in service. Such advancements shall not exceed the amount authorized in this Resolution unless the same are for preliminary expenditures or unless another declaration of intention is adopted.

**Dated this 22<sup>nd</sup> Day of June, 2021.**

**ROLL CALL VOTE**

	AYE		NAY	ABSTAIN	ABSENT
_____	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
Scott A. Belt, Chairman					
_____	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
Tim Wichman					

_____	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Lynn Grobe				
_____	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Justin Schultz				
_____	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Brian Shea				

ATTEST: \_\_\_\_\_  
 Melvyn Houser, County Auditor

**Roll Call Vote: AYES: Belt, Wichman, Schultz, Shea. Motion Carried.**

Motion made by Wichman, second by Schultz, to open Public Hearing on the authorization of a Loan Agreement and the issuance of Notes to evidence the obligation of the County thereunder (Not to Exceed \$25,000 General Obligation Capital Loan Notes #7).

**Roll Call Vote: AYES: Belt, Wichman, Schultz, Shea. Motion Carried.**

Motion by Wichman, second by Shea, to close Public Hearing.

**Roll Call Vote: AYES: Belt, Wichman, Schultz, Shea. Motion Carried.**

Motion by Schultz, second by Shea, to approve and authorize Board to sign **Resolution No. 63-2021** instituting proceedings to take additional action.

**RESOLUTION NO. 63-2021**

**RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO EXCEED \$25,000 GENERAL OBLIGATION CAPITAL LOAN NOTES (GCP #7)**

**WHEREAS**, pursuant to notice published as required by law, the Board of Supervisors has held a public meeting and hearing upon the proposal to institute proceedings for the authorization of a Loan Agreement and the issuance of Not to Exceed \$25,000 General Obligation Capital Loan Notes (GCP #7), for the general county purposes, in order to provide funds to pay the costs of acquisition and equipping of a vehicle for Planning and Zoning which is necessary for the operation of the county or the health and welfare of its citizens, and has considered the extent of objections received from residents or property owners as to the proposed issuance of Notes; and no petition was filed calling for a referendum thereon. The following action is now considered to be in the best interests of the County and residents thereof.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF POTTAWATTAMIE COUNTY, STATE OF IOWA:**

**Section 1.** That this Board does hereby institute proceedings and take additional action for the authorization and issuance in the manner required by law of Not to Exceed \$25,000 General Obligation Capital Loan Notes (GCP #7), for the foregoing general county purposes.

**Section 2.** This Resolution shall serve as a declaration of official intent under Treasury Regulation 1.150-2 and shall be maintained on file as a public record of such intent. It is reasonably expected that the general fund moneys may be advanced from time to time for capital expenditures which are to be paid from the proceeds of the above Notes. The amounts so advanced shall be reimbursed from the proceeds of the Notes not later than eighteen months after the initial payment of the capital expenditures or eighteen months after the property is placed in service. Such advancements shall not exceed the amount authorized in this Resolution unless the same are for preliminary expenditures or unless another declaration of intention is adopted.

**Dated this 22<sup>nd</sup> Day of June, 2021.**

**ROLL CALL VOTE**

	AYE		NAY		ABSTAIN	ABSENT
_____	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
Scott A. Belt, Chairman						
_____	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
Tim Wichman						
_____	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	

Lynn Grobe

	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Justin Schultz				

	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Brian Shea				

ATTEST: \_\_\_\_\_  
Melvyn Houser, County Auditor

Roll Call Vote: AYES: Belt, Wichman, Schultz, Shea. Motion Carried.

Motion made by Shea, second by Schultz, to open Public Hearing on the authorization of a Loan Agreement and the issuance of Notes to evidence the obligation of the County thereunder (Not to Exceed \$300,000 General Obligation Capital Loan Notes #8).

Roll Call Vote: AYES: Belt, Wichman, Schultz, Shea. Motion Carried.

Motion by Wichman, second by Shea, to close Public Hearing.

Roll Call Vote: AYES: Belt, Wichman, Schultz, Shea. Motion Carried.

Motion by Schultz, second by Shea, to approve and authorize Board to sign **Resolution No. 64-2021** instituting proceedings to take additional action.

**RESOLUTION NO. 64-2021**

**RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO EXCEED \$300,000 GENERAL OBLIGATION CAPITAL LOAN NOTES (GCP #8)**

WHEREAS, pursuant to notice published as required by law, the Board of Supervisors has held a public meeting and hearing upon the proposal to institute proceedings for the authorization of a Loan Agreement and the issuance of Not to Exceed \$300,000 General Obligation Capital Loan Notes (GCP #8), for the general county purposes, in order to provide funds to pay the costs of acquisition and equipping of a road grader for secondary roads which is necessary for the operation of the county or the health and welfare of its citizens, and has considered the extent of objections received from residents or property owners as to the proposed issuance of Notes; and no petition was filed calling for a referendum thereon. The following action is now considered to be in the best interests of the County and residents thereof.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF POTTAWATTAMIE COUNTY, STATE OF IOWA:**

**Section 1.** That this Board does hereby institute proceedings and take additional action for the authorization and issuance in the manner required by law of Not to Exceed \$300,000 General Obligation Capital Loan Notes (GCP #8), for the foregoing general county purposes.

**Section 2.** This Resolution shall serve as a declaration of official intent under Treasury Regulation 1.150-2 and shall be maintained on file as a public record of such intent. It is reasonably expected that the general fund moneys may be advanced from time to time for capital expenditures which are to be paid from the proceeds of the above Notes. The amounts so advanced shall be reimbursed from the proceeds of the Notes not later than eighteen months after the initial payment of the capital expenditures or eighteen months after the property is placed in service. Such advancements shall not exceed the amount authorized in this Resolution unless the same are for preliminary expenditures or unless another declaration of intention is adopted.

**Dated this 22<sup>nd</sup> Day of June, 2021.**

**ROLL CALL VOTE**

	AYE		NAY	ABSTAIN	ABSENT
Scott A. Belt, Chairman	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
Tim Wichman	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
Lynn Grobe	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
Justin Schultz	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	

	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Brian Shea				

ATTEST: \_\_\_\_\_  
Melvyn Houser, County Auditor

**Roll Call Vote: AYES: Belt, Wichman, Schultz, Shea. Motion Carried.**

Motion made by Schultz, second by Wichman, to open Public Hearing on the authorization of a Loan Agreement and the issuance of Notes to evidence the obligation of the County thereunder (Not to Exceed \$60,000 General Obligation Capital Loan Notes #9).

**Roll Call Vote: AYES: Belt, Wichman, Schultz, Shea. Motion Carried.**

Motion by Wichman, second by Shea, to close Public Hearing.

**Roll Call Vote: AYES: Belt, Wichman, Schultz, Shea. Motion Carried.**

Motion by Wichman, second by Shea, to approve and authorize Board to sign **Resolution No. 65-2021** instituting proceedings to take additional action.

**RESOLUTION NO. 65-2021**

**RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO EXCEED \$60,000 GENERAL OBLIGATION CAPITAL LOAN NOTES (ECP #9)**

**WHEREAS**, pursuant to notice published as required by law, the Board of Supervisors has held a public meeting and hearing upon the proposal to institute proceedings for the authorization of a Loan Agreement and the issuance of Not to Exceed \$60,000 General Obligation Capital Loan Notes (ECP #9), for the essential county purposes, in order to provide funds to pay the costs of equipping public buildings including computer hardware and software upgrades, and has considered the extent of objections received from residents or property owners as to the proposed issuance of Notes; and following action is now considered to be in the best interests of the County and residents thereof.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF POTTAWATTAMIE COUNTY, STATE OF IOWA:**

**Section 1.** That this Board does hereby institute proceedings and take additional action for the authorization and issuance in the manner required by law of Not to Exceed \$60,000 General Obligation Capital Loan Notes (ECP #9), for the foregoing essential county purposes.

**Section 2.** This Resolution shall serve as a declaration of official intent under Treasury Regulation 1.150-2 and shall be maintained on file as a public record of such intent. It is reasonably expected that the general fund moneys may be advanced from time to time for capital expenditures which are to be paid from the proceeds of the above Notes. The amounts so advanced shall be reimbursed from the proceeds of the Notes not later than eighteen months after the initial payment of the capital expenditures or eighteen months after the property is placed in service. Such advancements shall not exceed the amount authorized in this Resolution unless the same are for preliminary expenditures or unless another declaration of intention is adopted.

**Dated this 22<sup>nd</sup> Day of June, 2021.**

**ROLL CALL VOTE**

	AYE	NAY	ABSTAIN	ABSENT
Scott A. Belt, Chairman	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Tim Wichman	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Lynn Grobe	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Justin Schultz	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Brian Shea	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>



ATTEST: \_\_\_\_\_  
Melvyn Houser, County Auditor

**Roll Call Vote: AYES: Belt, Wichman, Schultz, Shea. Motion Carried.**

### 3. SCHEDULED SESSIONS

Motion made by Shea, second by Schultz, to approve funding request from Pottawattamie County Housing Trust Fund in the amount of \$15,000 for the purpose of Economic Development pursuant to Iowa Code §15(A). Said funds are to be paid from Gaming.  
UNANIMOUS VOTE. Motion Carried.

Discussion was held on the Courthouse Campus Parking Construction Plan. Discussion only. No action taken.

Motion made by Shea, second by Schultz, to approve and authorize Chairman to sign Employment Agreements with Chief Information Officer David Bayer, HR Director Jana Lemrick, Buildings and Grounds Director Jason Slack, Finance and Budget Director Mitch Kay, Planning and Development Director Matt Wyant, and Community Services Director Suzanne Watson.  
UNANIMOUS VOTE. Motion Carried.

### 4. OTHER BUSINESS

Motion by Wichman, second by Schultz, to approve and authorize Board to sign **Resolution No 66-2021** entitled: RESOLUTION DIRECTING THE ADVERTISEMENT FOR SALE OF \$1,905,000 (DOLLAR AMOUNT SUBJECT TO CHANGE) GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2021A, AND APPROVING ELECTRONIC BIDDING PROCEDURES AND OFFICIAL STATEMENT

#### RESOLUTION NO. 66-2021

#### RESOLUTION DIRECTING THE ADVERTISEMENT FOR SALE OF \$1,905,000 (DOLLAR AMOUNT SUBJECT TO CHANGE) GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2021A, AND APPROVING ELECTRONIC BIDDING PROCEDURES AND OFFICIAL STATEMENT

**WHEREAS**, the County is in need of funds to pay costs of acquisition and development of land for a public park or other recreation or conservation purpose, including upgrading electrical and installing full, modern RV hook-ups at Arrowhead Park, general county purpose(s), and it is deemed necessary and advisable that General Obligation Capital Loan Notes (GCP #1), to the amount of not to exceed \$300,000 be authorized for said purpose(s); and

**WHEREAS**, the Issuer has a population in excess of 50,000, and the Notes for these purposes do not exceed \$300,000; and

**WHEREAS**, pursuant to notice published as required by Sections 331.402 and 331.442 of the Code of Iowa, the Board of the County has held public meeting and hearing upon the proposal to institute proceedings for the issuance of Notes for general county purpose(s) in the amounts as above set forth, and, no petition for referendum having been received, the Board is therefore now authorized to proceed with the issuance of said Notes for such purpose(s); and

**WHEREAS**, the County is in need of funds to pay costs of acquisition and development of land for a public park or other recreation or conservation purpose, including RV Park Road and landscaping upgrades at Arrowhead Park, general county purpose(s), and it is deemed necessary and advisable that General Obligation Capital Loan Notes (GCP #2), to the amount of not to exceed \$225,000 be authorized for said purpose(s); and

**WHEREAS**, the Issuer has a population in excess of 50,000, and the Notes for these purposes do not exceed \$300,000; and

**WHEREAS**, pursuant to notice published as required by Sections 331.402 and 331.442 of the Code of Iowa, the Board of the County has held public meeting and hearing upon the proposal to institute proceedings for the issuance of Notes for general county purpose(s) in the amounts as above set forth, and, no petition for referendum having been received, the Board is therefore now authorized to proceed with the issuance of said Notes for such purpose(s); and

**WHEREAS**, the County is in need of funds to pay costs of acquisition and development of land for a public park or other recreation or conservation purpose, including campground improvements at Botna Bend Park, general county purpose(s), and it is deemed necessary and advisable that General Obligation Capital Loan Notes (GCP # 3), to the amount of not to exceed \$300,000 be authorized for said purpose(s); and

**WHEREAS**, the Issuer has a population in excess of 50,000, and the Notes for these purposes do not exceed \$300,000; and

**WHEREAS**, pursuant to notice published as required by Sections 331.402 and 331.442 of the Code of Iowa, the Board of the County has held public meeting and hearing upon the proposal to institute proceedings for the issuance of Notes for general county purpose(s) in the amounts as above set forth, and, no petition for referendum having been received, the Board is therefore now authorized to proceed with the issuance of said Notes for such purpose(s); and

**WHEREAS**, the County is in need of funds to pay costs of acquisition and development of land for a public park or other recreation or conservation purpose, including boat ramp improvements at Botna Bend Park, general county

purpose(s), and it is deemed necessary and advisable that General Obligation Capital Loan Notes (GCP # 4), to the amount of not to exceed \$150,000 be authorized for said purpose(s); and

**WHEREAS**, the Issuer has a population in excess of 50,000, and the Notes for these purposes do not exceed \$300,000; and

**WHEREAS**, pursuant to notice published as required by Sections 331.402 and 331.442 of the Code of Iowa, the Board of the County has held public meeting and hearing upon the proposal to institute proceedings for the issuance of Notes for general county purpose(s) in the amounts as above set forth, and, no petition for referendum having been received, the Board is therefore now authorized to proceed with the issuance of said Notes for such purpose(s); and

**WHEREAS**, the County is in need of funds to pay costs of acquisition and development of land for a public park or other recreation or conservation purpose, including lodge and cabin updates and campground hook-ups at Hitchcock Park, general county purpose(s), and it is deemed necessary and advisable that General Obligation Capital Loan Notes (GCP # 5), to the amount of not to exceed \$200,000 be authorized for said purpose(s); and

**WHEREAS**, the Issuer has a population in excess of 50,000, and the Notes for these purposes do not exceed \$300,000; and

**WHEREAS**, pursuant to notice published as required by Sections 331.402 and 331.442 of the Code of Iowa, the Board of the County has held public meeting and hearing upon the proposal to institute proceedings for the issuance of Notes for general county purpose(s) in the amounts as above set forth, and, no petition for referendum having been received, the Board is therefore now authorized to proceed with the issuance of said Notes for such purpose(s); and

**WHEREAS**, the County is in need of funds to pay costs of acquisition and equipping of sheriff vehicles which are necessary for the operation of the county or the health and welfare of its citizens, general county purpose(s), and it is deemed necessary and advisable that General Obligation Capital Loan Notes (GCP # 6), to the amount of not to exceed \$300,000 be authorized for said purpose(s); and

**WHEREAS**, the Issuer has a population in excess of 50,000, and the Notes for these purposes do not exceed \$300,000; and

**WHEREAS**, pursuant to notice published as required by Sections 331.402 and 331.442 of the Code of Iowa, the Board of the County has held public meeting and hearing upon the proposal to institute proceedings for the issuance of Notes for general county purpose(s) in the amounts as above set forth, and, no petition for referendum having been received, the Board is therefore now authorized to proceed with the issuance of said Notes for such purpose(s); and

**WHEREAS**, the County is in need of funds to pay costs of acquisition and equipping of a vehicle for Planning and Zoning which is necessary for the operation of the county or the health and welfare of its citizens, general county purpose(s), and it is deemed necessary and advisable that General Obligation Capital Loan Notes (GCP # 7), to the amount of not to exceed \$25,000 be authorized for said purpose(s); and

**WHEREAS**, the Issuer has a population in excess of 50,000, and the Notes for these purposes do not exceed \$300,000; and

**WHEREAS**, pursuant to notice published as required by Sections 331.402 and 331.442 of the Code of Iowa, the Board of the County has held public meeting and hearing upon the proposal to institute proceedings for the issuance of Notes for general county purpose(s) in the amounts as above set forth, and, no petition for referendum having been received, the Board is therefore now authorized to proceed with the issuance of said Notes for such purpose(s); and

**WHEREAS**, the County is in need of funds to pay costs of acquisition and equipping of a road grader for secondary roads which is necessary for the operation of the county or the health and welfare of its citizens; and, general county purpose(s), and it is deemed necessary and advisable that General Obligation Capital Loan Notes (GCP # 8), to the amount of not to exceed \$300,000 be authorized for said purpose(s); and

**WHEREAS**, the Issuer has a population in excess of 50,000, and the Notes for these purposes do not exceed \$300,000; and

**WHEREAS**, pursuant to notice published as required by Sections 331.402 and 331.442 of the Code of Iowa, the Board of the County has held public meeting and hearing upon the proposal to institute proceedings for the issuance of Notes for general county purpose(s) in the amounts as above set forth, and, no petition for referendum having been received, the Board is therefore now authorized to proceed with the issuance of said Notes for such purpose(s); and

**WHEREAS**, the Issuer is in need of funds to pay costs of equipping public buildings including computer hardware and software upgrades, essential county purpose(s), and it is deemed necessary and advisable that General Obligation Capital Loan Notes (ECP # 9), to the amount of not to exceed \$60,000 be authorized for said purpose(s); and

**WHEREAS**, pursuant to notice published as required by Sections 331.402 and 331.443 of the Code of Iowa, this Board has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of the Notes, and the Board is therefore now authorized to proceed with the issuance of said Notes for such purpose(s); and

**WHEREAS**, pursuant to Section 331.445 of the Code of Iowa, it is hereby found and determined that the various general obligation notes authorized as hereinabove described shall be combined for the purpose of issuance in a single issue of \$1,905,000 (Dollar Amount Subject to Change) General Obligation Capital Loan Notes, Series 2021A as hereinafter set forth; and

**WHEREAS**, in conjunction with its Municipal Advisor, Speer Financial, Inc., the County has caused an Official Statement to be prepared outlining the details of the proposed sale of the Notes; and

**WHEREAS**, the Board has received information from its Municipal Advisor evaluating and recommending the procedure hereinafter described for electronic, facsimile and internet bidding to maintain the integrity and security of the competitive bidding process and to facilitate the delivery of bids by interested parties; and



WHEREAS, the Board deems it in the best interests of the County and the residents thereof to receive bids to purchase such Notes by means of both sealed and electronic internet communication.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF POTTAWATTAMIE COUNTY, STATE OF IOWA:**

**Section 1.** That the receipt of electronic bids by facsimile machine and through the SpeerAuction Competitive Bidding System described in the Notice of Sale and Official Statement are hereby found and determined to provide reasonable security and to maintain the integrity of the competitive bidding process, and to facilitate the delivery of bids by interested parties in connection with the offering at public sale.

**Section 2.** That General Obligation Capital Loan Notes, Series 2021A, of Pottawattamie County, State of Iowa, in the amount of \$1,905,000 (Dollar Amount Subject to Change), to be issued as referred to in the preamble of this Resolution, to be dated August 18, 2021, be offered for sale pursuant to the published advertisement.

**Section 3.** That the preliminary Official Statement in the form presented to this meeting be and the same hereby is approved as to form and deemed final for purposes of Rule 15c2-12 of the Securities and Exchange Commission, subject to such revisions, corrections or modifications as the Chairperson and County Auditor, upon the advice of bond counsel and the County's Municipal Advisor, shall determine to be appropriate, and is authorized to be distributed in connection with the offering of the Notes for sale.

**Section 4.** That the Auditor is hereby directed to publish notice of sale of the Notes at least once, the last one of which shall be not less than four clear days nor more than twenty days before the date of the sale. Publication shall be made in the "Daily Nonpareil", a legal newspaper, printed wholly in the English language, published within the county in which the Notes are to be offered for sale or an adjacent county. The notice is given pursuant to Chapter 75 of the Code of Iowa, and shall state that this Board, on the 19th day of July, 2021, at 1:00 P.M., will hold a meeting to receive and act upon bids for said Notes, which bids were previously received and opened by County Officials at 10:30 A.M. on said date.

**Dated this 22<sup>nd</sup> Day of June, 2021.**

	ROLL CALL VOTE			
	AYE	NAY	ABSTAIN	ABSENT
_____ Scott A. Belt, Chairman	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ Tim Wichman	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ Lynn Grobe	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ Justin Schultz	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ Brian Shea	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

ATTEST: \_\_\_\_\_  
Melvyn Houser, County Auditor

**Roll Call Vote: AYES: Belt, Wichman, Schultz, Shea. Motion Carried.**

Motion by Wichman, second by Shea, to approve and authorize Board to sign **Resolution No 67-2021** entitled: RESOLUTION DIRECTING THE ADVERTISEMENT FOR SALE OF \$12,000,000 (DOLLAR AMOUNT SUBJECT TO CHANGE) GENERAL OBLIGATION URBAN RENEWAL BONDS, SERIES 2021B, AND APPROVING ELECTRONIC BIDDING PROCEDURES AND OFFICIAL STATEMENT.

**RESOLUTION NO. 67-2021**

**RESOLUTION DIRECTING THE ADVERTISEMENT FOR SALE OF \$12,000,000 (DOLLAR AMOUNT SUBJECT TO CHANGE) GENERAL OBLIGATION URBAN RENEWAL BONDS, SERIES 2021B, AND APPROVING ELECTRONIC BIDDING PROCEDURES AND OFFICIAL STATEMENT**

WHEREAS, the Issuer is in need of funds to pay costs of aiding in the planning, undertaking, and carrying out of urban renewal projects under the authority of Chapter 403, essential county urban renewal purpose project(s), and it is deemed necessary and advisable that the County issue General Obligation Urban Renewal Bonds, for such purpose(s) to the amount of not to exceed \$16,900,000 as authorized by Sections 331.441(2)(b)(14), 331.443 and 403.12 of the Code of Iowa; and

WHEREAS, pursuant to notice published as required by Sections 331.441(2)(b)(14), 331.443 and 403.12 this Board has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of said Bonds, and all objections, if any, to such Board action made by any resident or property owner of the County were received and considered by the Board; and no petition having been filed, it is the

decision of the Board that additional action be taken for the issuance of said Bonds for such purpose(s), and that such action is considered to be in the best interests of the County and the residents thereof; and

**WHEREAS**, in conjunction with its Municipal Advisor, Speer Financial, Inc., the County has caused an Official Statement to be prepared outlining the details of the proposed sale of the Bonds; and

**WHEREAS**, the Board has received information from its Municipal Advisor evaluating and recommending the procedure hereinafter described for electronic, facsimile and internet bidding to maintain the integrity and security of the competitive bidding process and to facilitate the delivery of bids by interested parties; and

**WHEREAS**, the Board deems it in the best interests of the County and the residents thereof to receive bids to purchase such Bonds by means of both sealed and electronic internet communication.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF POTTAWATTAMIE COUNTY, STATE OF IOWA:**

**Section 1.** That the receipt of electronic bids by facsimile machine and through the SpeerAuction Competitive Bidding System described in the Notice of Sale and Official Statement are hereby found and determined to provide reasonable security and to maintain the integrity of the competitive bidding process, and to facilitate the delivery of bids by interested parties in connection with the offering at public sale.

**Section 2.** That General Obligation Urban Renewal Bonds, Series 2021B, of Pottawattamie County, State of Iowa, in the amount of \$12,000,000 (Dollar Amount Subject to Change), to be issued as referred to in the preamble of this Resolution, to be dated August 18, 2021, be offered for sale pursuant to the published advertisement.

**Section 3.** That the preliminary Official Statement in the form presented to this meeting be and the same hereby is approved as to form and deemed final for purposes of Rule 15c2-12 of the Securities and Exchange Commission, subject to such revisions, corrections or modifications as the Chairperson and County Auditor, upon the advice of bond counsel and the County's Municipal Advisor, shall determine to be appropriate, and is authorized to be distributed in connection with the offering of the Bonds for sale.

**Section 4.** That the Auditor is hereby directed to publish notice of sale of the Bonds at least once, the last one of which shall be not less than four clear days nor more than twenty days before the date of the sale. Publication shall be made in the "Daily Nonpareil", a legal newspaper, printed wholly in the English language, published within the county in which the Bonds are to be offered for sale or an adjacent county. The notice is given pursuant to Chapter 75 of the Code of Iowa, and shall state that this Board, on the 19th day of July, 2021, at 1:00 P.M., will hold a meeting to receive and act upon bids for said Bonds, which bids were previously received and opened by County Officials at 11:00 A.M. on said date.

**Dated this 22<sup>nd</sup> Day of June, 2021.**

**ROLL CALL VOTE**

	AYE		NAY		ABSTAIN	ABSENT
_____	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
Scott A. Belt, Chairman						
_____	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
Tim Wichman						
_____	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
Lynn Grobe						
_____	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
Justin Schultz						
_____	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
Brian Shea						

ATTEST: \_\_\_\_\_  
Melvyn Houser, County Auditor

**Roll Call Vote: AYES: Belt, Wichman, Schultz, Shea. Motion Carried.**

Motion by Wichman, second by Shea, to approve and authorize Board to sign **Resolution No 55-2021** entitled: RESOLUTION for Transfer from Rural Services Fund to Secondary Roads Fund.

**RESOLUTION NO. 55-2021**

**RESOLUTION for Transfer from Rural Services Fund to Secondary Roads Fund**

WHEREAS, it is desired to transfer money from Rural Services Fund to Secondary Roads Fund; and

WHEREAS, said transfer is in accordance with Section 331.432, Code of Iowa; and

NOW THEREFORE BE IT RESOLVED, that the Pottawattamie County Board of Supervisors as follows:

SECTION 1: The sum of \$1,275,000 is ordered to be transferred from Rural Services Fund to Secondary Roads Fund, and

SECTION 2: The Auditor is directed to correct his/her book accordingly and to notify the Treasurer of this operating transfer.

Dated this 22nd Day of June, 2021.

ROLL CALL VOTE

	AYE		NAY		ABSTAIN	ABSENT
_____ Scott A. Belt, Chairman	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
_____ Tim Wichman	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
_____ Lynn Grobe	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
_____ Justin Schultz	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
_____ Brian Shea	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	

ATTEST: \_\_\_\_\_  
Melvyn Houser, County Auditor

Roll Call Vote: AYES: Belt, Wichman, Schultz, Shea. Motion Carried.

Motion by Schultz, second by Shea, to approve and authorize Board to sign Resolution No 56-2021 entitled: RESOLUTION FOR RE-APPROPRIATION BETWEEN DEPARTMENTS.

RESOLUTION NO. 56-2021

RESOLUTION FOR RE-APPROPRIATION BETWEEN DEPARTMENTS

WHEREAS, it is desired to re-appropriate money from Board of Supervisors (Department 01) to Conservation (Department 22); and

WHEREAS, said re-appropriations are in accordance with Section 331.434(6), Code of Iowa, and

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Pottawattamie County, Iowa, as follows:

SECTION 1: The sum of \$25,000 is ordered to be re-appropriated from Board of Supervisors (Department 01), to Conservation (Department 22); and

SECTION 2: The Auditor is directed to correct his/her books accordingly and to notify the Treasurer of this operating re-appropriation.

Dated this 22nd Day of June, 2021.

ROLL CALL VOTE

	AYE		NAY		ABSTAIN	ABSENT
_____ Scott A. Belt, Chairman	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
_____ Tim Wichman	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	

	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Lynn Grobe				
	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Justin Schultz				
	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Brian Shea				

ATTEST: \_\_\_\_\_  
 Melvyn Houser, County Auditor

**Roll Call Vote: AYES: Belt, Wichman, Schultz, Shea. Motion Carried.**

Motion made by Wichman, second by Shea, to approve/disallow the following applications made to the Assessor’s Office: Homestead (67 recommended allowed, 11 recommended disallowed), Military (9 recommended allowed, 1 recommended disallowed), Disabled Veteran Homestead (5 recommended allowed, 0 recommended disallowed), Business Property Tax Credit (3 recommended allowed, 0 recommended disallowed), Family Farm (5 recommended allowed, 0 recommended disallowed). UNANIMOUS VOTE. Motion Carried.

**5. RECEIVED/FILED**

- A. Pottawattamie County Emergency Management Agency – Compensation Adjustment Validation
- B. Reports
  - 1) Sheriff’s Office Report of Fees Disbursed and Collected for May 2021
  - 2) Baker Tilly Classification and Compensation Study
- C. Salary Actions
  - 1) SWIJDC – Payroll Status Change for Addison Fischer, Alex Rosenberg
  - 2) Sheriff – Payroll Status Change for Travis Steffens
  - 3) Communications – Payroll Status Change for Calee Morgal, Torie Brummett
  - 4) Roads – Payroll Status Change for Todd Runge

**6. CLOSED SESSION**

Motion made by Wichman, second by Shea, to go into Closed Session pursuant to Iowa Code §21.5(1)(c) for discussion and/or decision on pending litigation.

**Roll Call Vote: AYES: Belt, Wichman, Schultz, Shea. Motion Carried.**

Motion by Wichman, second by Shea, to go out of Closed Session.

**Roll Call Vote: AYES: Belt, Wichman, Schultz, Shea. Motion Carried.**

**7. ADJOURN**

Motion by Shea, second by Wichman, to adjourn meeting.  
 UNANIMOUS VOTE. Motion Carried.

THE BOARD ADJOURNED SUBJECT TO CALL AT 12:34 P.M.

\_\_\_\_\_  
 Scott A. Belt, Chairman

ATTEST: \_\_\_\_\_  
 Melvyn Houser, Pottawattamie County Auditor

APPROVED: June 29, 2021  
 PUBLISH: X

# **Scheduled Sessions**

**Sheriff Andy Brown, Lt. Rob  
Ambrose/Sheriff's Office – Discussion  
and/or decision to approve and  
authorize Chairman to sign:**

**Contract with D.R. Anderson  
Constructors for the Pottawattamie  
County Sheriff's Office Expansion  
project.**





# AIA® Document A101® – 2017

## **Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum**

**AGREEMENT** made as of the 10th day of June in the year 2021  
(In words, indicate day, month and year.)

**BETWEEN** the Owner:  
(Name, legal status, address and other information)

Pottawattamie County Board of Supervisors  
227 South 6<sup>th</sup> Street  
Council Bluffs, IA 51501

and the Contractor:  
(Name, legal status, address and other information)

D.R. Anderson Constructors  
7735 Irvington Rd, Omaha, NE 68122  
Omaha, NE 68122  
P: 402-572-7350

for the following Project:  
(Name, location and detailed description)

Pottawattamie County Sheriff's Office Expansion  
1400 Big Lake Road  
Council Bluffs, IA 51501

Project consists of renovation to existing office space and construction of a new office area. The addition is one (1) story in height, and has a total area of approximately six thousand nine hundred and fifty square feet (6,950 SF).

The Architect:  
(Name, legal status, address and other information)

Contracting Office:  
DLR Group inc. (an Iowa corporation)  
1430 Locust Street, Suite 200  
Des Moines, IA 50309  
P: 515-276-8097

Executing Office:  
DLR Group inc.  
6457 Frances Street, Suite 200  
Omaha, NE 68106  
P: 402-393-4100

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

The Owner and Contractor agree as follows.

Init.

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User Notes:

(1752851015)



**TABLE OF ARTICLES**

- 1 THE CONTRACT DOCUMENTS**
- 2 THE WORK OF THIS CONTRACT**
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- 4 CONTRACT SUM**
- 5 PAYMENTS**
- 6 DISPUTE RESOLUTION**
- 7 TERMINATION OR SUSPENSION**
- 8 MISCELLANEOUS PROVISIONS**
- 9 ENUMERATION OF CONTRACT DOCUMENTS**

**EXHIBIT A INSURANCE AND BONDS**

**ARTICLE 1 THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

**ARTICLE 2 THE WORK OF THIS CONTRACT**

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

**ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

**§ 3.1** The date of commencement of the Work shall be:  
*(Check one of the following boxes.)*

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:  
*(Insert a date or a means to determine the date of commencement of the Work.)*

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

**§ 3.2** The Contract Time shall be measured from the date of commencement of the Work.

**§ 3.3 Substantial Completion**

**§ 3.3.1** Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

*(Check one of the following boxes and complete the necessary information.)*

Init.



[ ] Not later than ( ) calendar days from the date of commencement of the Work.

[ X ] By the following date: on or before July 1, 2022

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

**Portion of Work**

Phase 1: Construction of new office addition and site improvements.

Phase 2: Renovation of existing area.

Phase 3: Remaining Work.

**Substantial Completion Date**

Work of this phase shall commence within 15 days after the Notice to Proceed and be substantially complete and ready for occupancy 250 days after commencement of construction of this phase.

Work of this phase shall commence immediately after the completion of Phase 1 and be substantially complete and ready for occupancy 30 days after commencement of construction of this phase.

Work shall be substantially complete and ready for occupancy at time of Substantial Completion for the Work.

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

**ARTICLE 4 CONTRACT SUM**

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Two Million Seven Hundred Fifty Four Thousand and Two Hundred Dollars (\$2,754,200.00 ), subject to additions and deductions as provided in the Contract Documents.

**§ 4.2 Alternates**

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Alternate No. CC-1: Provide new flooring in existing rooms as indicated on Sheet A13.01.	\$14,500.00
Alternate No. CC-2: Provide new architectural cabinets in lieu of removing and relocating existing cabinets as indicated on Sheets A2.01 and A11.01.	\$5,800.00
Alternate No. CC-4: Add roller shades as indicated on Sheet A13.01.	\$5,900.00

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ 4.3 Allowances, if any, included in the Contract Sum: (Identify each allowance.)

Init.



**Item** **Price**

**§ 4.4 Unit prices, if any:**

*(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)*

<b>Item</b>	<b>Units and Limitations</b>	<b>Price per Unit (\$0.00)</b>
Furnish and install augured cast-in-place piles as specified	(ADD) Cost of each lineal foot more than 50 lineal feet added	\$17/lineal foot
	(DEDUCT) Cost of each lineal foot less than 50 lineal feet added	\$16/lineal foot

**§ 4.5 Liquidated damages, if any:**

*(Insert terms and conditions for liquidated damages, if any.)*

None

**§ 4.6 Other:**

*(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)*

**ARTICLE 5 PAYMENTS**

**§ 5.1 Progress Payments**

**§ 5.1.1** Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

**§ 5.1.2** The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

**§ 5.1.3** Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 15th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than forty-five ( 45 ) days after the Architect receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

**§ 5.1.4** Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

**§ 5.1.5** Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

**§ 5.1.6** In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

Init.



§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

### § 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

Ten Percent (10%)

§ 5.1.7.1.1 The following items are not subject to retainage:

*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

*(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)*

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

*(Insert any other conditions for release of retainage upon Substantial Completion.)*

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

### § 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when



- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

**§ 5.2.2** The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:

Consult Owner about the need for additional affidavits and other requirements.

1. Evidence of completion of Project closeout requirements.
2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
3. Updated final statement, accounting for final changes to the Contract Sum.
4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."

Retain first subparagraph below if a surety is involved.

6. AIA Document G707, "Consent of Surety to Final Payment."
7. Evidence that claims have been settled.

RETAIN FIRST PARAGRAPH BELOW IF PROJECT HAS LIQUIDATED DAMAGES.

8. Certification stating that no asbestos was used in the manufacture or fabrication of products and materials used in the construction of this Project.
9. The Owner shall make final payment, release and pay all retainage for work completed in accordance with the provisions of the Contract within forty-five (45) days after the Project or designated portion thereof, is substantially complete

RETAIN 45 DAYS FOR NEBRASKA IN ACCORDANCE WITH NE REVISED STATUTE 45-1204

### **§ 5.3 Interest**

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

%

## **ARTICLE 6 DISPUTE RESOLUTION**

### **§ 6.1 Initial Decision Maker**

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*



**§ 6.2 Binding Dispute Resolution**

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box.)*

- Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

**ARTICLE 7 TERMINATION OR SUSPENSION**

**§ 7.1** The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

**§ 7.1.1** If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

*(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)*

Zero Dollars (\$0.00)

**§ 7.2** The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

**ARTICLE 8 MISCELLANEOUS PROVISIONS**

**§ 8.1** Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

**§ 8.2** The Owner’s representative:

*(Name, address, email address, and other information)*

Lt. Rob Ambrose  
1400 Big Lake Road  
Council Bluffs, IA 51501  
T: 712-890-2200

**§ 8.3** The Contractor’s representative:

*(Name, address, email address, and other information)*

Cole Kratochvil, Project Manager  
D.R. Anderson Constructors  
7735 Irvington Rd, Omaha, NE 68122  
Omaha, NE 68122  
P: 402-572-7350  
F: 402-572-8807  
M: 402-708-8934  
E: ckratochvil@dranderson.com

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

**§ 8.5 Insurance and Bonds**

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

*(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

§ 8.7 Other provisions:

**ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction

*(Paragraphs deleted)*

- .4 Drawings

Number	Title	Date
0.0 – E7.3	Pottawattamie County Sheriff's Office Expansion	6/29/2020

- .5 Specifications

Section	Title	Date	Pages
Project Manual 1	Pottawattamie County Sheriff's Office Expansion	4/1/2021	617
Project Manual 2	Pottawattamie County Sheriff's Office Expansion	4/1/2021	581

- .6 Addenda, if any:

Number	Date	Pages
CC-1	4/13/2021	2
CC-2	4/27/2021	1

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

Init.



.7 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:  
(Insert the date of the E204-2017 incorporated into this Agreement.)

The Sustainability Plan:

Title	Date	Pages
-------	------	-------

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

.8 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
OWNER (Signature)

Scott Belt Chairman  
\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
CONTRACTOR (Signature)

J.P. Mertlik President  
\_\_\_\_\_  
(Printed name and title)

Init.

# Additions and Deletions Report for AIA® Document A101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:43:47 ET on 06/10/2021.

PAGE 1

**AGREEMENT** made as of the 10th day of June in the year 2021

...

Pottawattamie County Board of Supervisors  
227 South 6<sup>th</sup> Street  
Council Bluffs, IA 51501

...

D.R. Anderson Constructors  
7735 Irvington Rd. Omaha, NE 68122  
Omaha, NE 68122  
P: 402-572-7350

...

Pottawattamie County Sheriff's Office Expansion  
1400 Big Lake Road  
Council Bluffs, IA 51501

Project consists of renovation to existing office space and construction of a new office area. The addition is one (1) story in height, and has a total area of approximately six thousand nine hundred and fifty square feet (6,950 SF).

...

Contracting Office:  
DLR Group inc. (an Iowa corporation)  
1430 Locust Street, Suite 200  
Des Moines, IA 50309  
P: 515-276-8097

Executing Office:  
DLR Group inc.  
6457 Frances Street, Suite 200  
Omaha, NE 68106  
P: 402-393-4100

PAGE 3

[  ] By the following date: on or before July 1, 2022



...

Phase 1: Construction of new office addition and site improvements.

Work of this phase shall commence within 15 days after the Notice to Proceed and be substantially complete and ready for occupancy 250 days after commencement of construction of this phase.

Phase 2: Renovation of existing area.

Work of this phase shall commence immediately after the completion of Phase 1 and substantially complete and ready for occupancy 30 days after commencement of construction of this phase.

Phase 3: Remaining Work.

Work shall be substantially complete and ready for occupancy at time of Substantial Completion for the Work.

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be (~~\$~~Two Million Seven Hundred Fifty Four Thousand and Two Hundred Dollars (\$2,754,200.00 )), subject to additions and deductions as provided in the Contract Documents.

...

Alternate No. CC-1: Provide new flooring in existing rooms as indicated on Sheet A13.01. \$14,500.00

Alternate No. CC-2: Provide new architectural cabinets in lieu of removing and relocating existing cabinets as indicated on Sheets A2.01 and A11.01. \$5,800.00

Alternate No. CC-4: Add roller shades as indicated on Sheet A13.01. \$5,900.00

PAGE 4

Furnish and install augured cast-in-place piles as specified (ADD) Cost of each lineal foot more than 50 lineal feet added \$17/lineal foot

(DEDUCT) Cost of each lineal foot less than 50 lineal feet added \$16/lineal foot

...

None

...

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 15th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than forty-five ( 45 ) days after the Architect receives the Application for Payment.

PAGE 5



Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:

Consult Owner about the need for additional affidavits and other requirements.

1. Evidence of completion of Project closeout requirements.
2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
3. Updated final statement, accounting for final changes to the Contract Sum.
4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."

Retain first subparagraph below if a surety is involved.

6. AIA Document G707, "Consent of Surety to Final Payment."
7. Evidence that claims have been settled.

RETAIN FIRST PARAGRAPH BELOW IF PROJECT HAS LIQUIDATED DAMAGES.

8. Certification stating that no asbestos was used in the manufacture or fabrication of products and materials used in the construction of this Project.
9. The Owner shall make final payment, release and pay all retainage for work completed in accordance with the provisions of the Contract within forty-five (45) days after the Project or designated portion thereof, is substantially complete

RETAIN 45 DAYS FOR NEBRASKA IN ACCORDANCE WITH NE REVISED STATUTE 45-1204

PAGE 7

Litigation in a court of competent jurisdiction

...

Zero Dollars (\$0.00)

...

Lt. Rob Ambrose  
1400 Big Lake Road  
Council Bluffs, IA 51501  
T: 712-890-2200

...

Cole Kratochvil, Project Manager  
D.R. Anderson Constructors  
7735 Irvington Rd, Omaha, NE 68122  
Omaha, NE 68122  
P: 402-572-7350  
F: 402-572-8807  
M: 402-708-8934  
E: ckratochvil@dranderson.com

.4 AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:  
*(Insert the date of the E203-2013 incorporated into this Agreement.)*

.5  
.4 Drawings

...

0.0 – E7.3

Pottawattamie County  
Sheriff's Office  
Expansion                      6/29/2020

.6 .5 Specifications

...

Project Manual 1

Pottawattamie County  
Sheriff's Office  
Expansion                      4/1/2021                      617

Project Manual 2

Pottawattamie County  
Sheriff's Office  
Expansion                      4/1/2021                      581

.7 .6 Addenda, if any:

...

CC-1

4/13/2021                      2

CC-2

4/27/2021                      1

.8 .7 Other Exhibits:

...

.9 .8 Other documents, if any, listed below:

...

Scott Belt Chairman

J.P. Mertlik President



## **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, \_\_\_\_\_, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:43:47 ET on 06/10/2021 under Order No. 1199539277 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

\_\_\_\_\_  
*(Signed)*

\_\_\_\_\_  
*(Title)*

\_\_\_\_\_  
*(Dated)*



# AIA Document A101® – 2017 Exhibit A

## Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the 10th day of June in the year 2021  
(In words, indicate day, month and year.)

for the following **PROJECT**:  
(Name and location or address)

Pottawattamie County Sheriff's Office Expansion  
1400 Big Lake Road  
Council Bluffs, IA 51501

**THE OWNER:**  
(Name, legal status and address)

Pottawattamie County Board of Supervisors  
227 South 6<sup>th</sup> Street  
Council Bluffs, IA 51501

**THE CONTRACTOR:**  
(Name, legal status and address)

D.R. Anderson Constructors  
7735 Irvington Rd, Omaha, NE 68122  
Omaha, NE 68122  
P: 402-572-7350

### TABLE OF ARTICLES

- A.1 GENERAL
- A.2 OWNER'S INSURANCE
- A.3 CONTRACTOR'S INSURANCE AND BONDS
- A.4 SPECIAL TERMS AND CONDITIONS

#### ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

#### ARTICLE A.2 OWNER'S INSURANCE

##### § A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section

#### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Document A201®–2017, General Conditions of the Contract for Construction. Article 11 of A201®–2017 contains additional insurance provisions.



A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

**§ A.2.2 Liability Insurance**

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

**§ A.2.3 Required Property Insurance**

**§ A.2.3.1** Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

**§ A.2.3.1.1 Causes of Loss.** The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

*(Indicate below the cause of loss and any applicable sub-limit.)*

**Causes of Loss**

**Sub-Limit**

**§ A.2.3.1.2 Specific Required Coverages.** The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:

*(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)*

**Coverage**

**Sub-Limit**

**§ A.2.3.1.3** Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

**§ A.2.3.1.4 Deductibles and Self-Insured Retentions.** If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Contractor shall be responsible for all loss not covered because of such deductibles or retentions.

**§ A.2.3.2 Occupancy or Use Prior to Substantial Completion.** The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

**§ A.2.3.3 Insurance for Existing Structures**

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of



the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

**§ A.2.4 Optional Extended Property Insurance.**

The Owner shall purchase and maintain the insurance selected and described below.

*(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)*

- § A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.
  
- § A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.
  
- § A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.
  
- § A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.
  
- § A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.
  
- § A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.
  
- § A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.



**§ A.2.5 Other Optional Insurance.**

The Owner shall purchase and maintain the insurance selected below.

*(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)*

**§ A.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. *(Indicate applicable limits of coverage or other conditions in the fill point below.)*

**§ A.2.5.2 Other Insurance**  
*(List below any other insurance coverage to be provided by the Owner and any applicable limits.)*

Coverage	Limits

**ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS**

**§ A.3.1 General**

**§ A.3.1.1 Certificates of Insurance.** The Contractor shall provide certificates of insurance acceptable to the Owner and Architect evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

**§ A.3.1.2 Deductibles and Self-Insured Retentions.** The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

**§ A.3.1.3 Additional Insured Obligations.** To the fullest extent permitted by law, the Contractor shall cause the commercial general liability, umbrella/excess and automobile liability coverage to include (1) the Owner for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations for two years after Substantial Completion. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

**A.3.1.3.1 Waiver of subrogation:** Contractor shall waive its rights of subrogation and shall obtain from each of its insurers a waiver of subrogation on commercial general liability, workers compensation, auto liability and umbrella/excess liability in favor of Owner and Architect with respect to losses arising out of or in connection with the Work.

**§ A.3.2 Contractor's Required Insurance Coverage**

**§ A.3.2.1** The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

*(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)*

Products and completed operations coverage shall be maintained for a minimum period of two years from the date of substantial completion.

Init.



**§ A.3.2.2 Commercial General Liability**

**§ A.3.2.2.1** Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than one million ( \$ 1,000,000 ) each occurrence, two million ( \$ 2,000,000 ) general aggregate, and two million ( \$ 2,000,000 ) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations;
- .5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions;
- .6 per project aggregate endorsement;
- .7 damage to electronic data with a limit no less than \$100,000 \_\_\_\_\_ and
- .8 if work to be performed by contractor includes construction or demolition operations within 50 feet of any railroad property or right of way, such policy will include coverage for work done within 50 feet of a railroad right of way

**§ A.3.2.2.2** The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.
- .12 Policy shall not contain a total or absolute pollution exclusion, if not otherwise insured under a separate pollution liability policy. Coverage shall be provided for pollution exposures arising from products and completed operations as per standard CG 0001 pollution exclusion or equivalent.

**§ A.3.2.3** Automobile Liability covering vehicles owned, hired and non-owned vehicles used, by the Contractor, with policy limits of not less than one million ( \$ 1,000,000 ) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

**§ A.3.2.4** The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

**§ A.3.2.5** Workers' Compensation at statutory limits.



§ A.3.2.6 Employers' Liability with policy limits not less than one million ( \$ 1,000,000 ) each accident, one million ( \$ 1,000,000 ) each employee, and one million ( \$ 1,000,000 ) policy limit.

§ A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than one million ( \$ 1,000,000 ) per claim and one million ( \$ 1,000,000 ) in the aggregate.

§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than one million ( \$ 1,000,000 ) per claim and one million ( \$ 1,000,000 ) in the aggregate.

§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than one million ( \$ 1,000,000 ) per claim and one million ( \$ 1,000,000 ) in the aggregate.

§ A.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than one million ( \$ 1,000,000 ) per claim and one million ( \$ 1,000,000 ) in the aggregate.

§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than one million ( \$ 1,000,000 ) per claim and one million ( \$ 1,000,000 ) in the aggregate.

### § A.3.3 Contractor's Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

*(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)*

Ten Million Dollars (\$10,000,000) Commercial Umbrella / Excess Insurance providing liability coverage in excess of the specified employers liability, commercial general liability and commercial auto liability.

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

*(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)*

- [ ] § A.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Contractor shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:  
*(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as*



the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

- [ ] **§ A.3.3.2.2 Railroad Protective Liability Insurance**, with policy limits of not less than (\$ ) per claim and (\$ ) in the aggregate, for Work within fifty (50) feet of railroad property.
- [ ] **§ A.3.3.2.3 Asbestos Abatement Liability Insurance**, with policy limits of not less than one million (\$ 1,000,000 ) per claim and one million (\$ 1,000,000 ) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.
- [ ] **§ A.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.**
- [ ] **§ A.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.**
- [ ] **§ A.3.3.2.6 Other Insurance**  
(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage	Limits

**§ A.3.4 Performance Bond and Payment Bond**

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:  
(Specify type and penal sum of bonds.)

Type	Penal Sum (\$0.00)
Payment Bond	100% of Contract Sum
Performance Bond	100% of Contract Sum

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

**ARTICLE A.4 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

## Additions and Deletions Report for AIA® Document A101® – 2017 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:22:23 ET on 06/10/2021.

### PAGE 1

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the 10th day of June in the year 2021

...

Pottawattamie County Sheriff's Office Expansion  
1400 Big Lake Road  
Council Bluffs, IA 51501

...

*(Name, legal status and address)*

Pottawattamie County Board of Supervisors  
227 South 6<sup>th</sup> Street  
Council Bluffs, IA 51501

...

D.R. Anderson Constructors  
7735 Irvington Rd, Omaha, NE 68122  
Omaha, NE 68122  
P: 402-572-7350

### PAGE 2

§ A.2.3.1.4 **Deductibles and Self-Insured Retentions.** If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the ~~Owner~~Contractor shall be responsible for all loss not covered because of such deductibles or retentions.

### PAGE 4

§ A.3.1.1 **Certificates of Insurance.** The Contractor shall provide certificates of insurance acceptable to the Owner and Architect evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

...



**§ A.3.1.3 Additional Insured Obligations.** To the fullest extent permitted by law, the Contractor shall cause the commercial general liability, umbrella/excess and automobile liability coverage to include (1) the ~~Owner, the Architect, and the Architect's consultants as additional insureds~~ Owner for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during ~~completed operations~~ operations for two years after Substantial Completion. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

A.3.1.3.1 Waiver of subrogation: Contractor shall waive its rights of subrogation and shall obtain from each of its insurers a waiver of subrogation on commercial general liability, workers compensation, auto liability and umbrella/excess liability in favor of Owner and Architect with respect to losses arising out of or in connection with the Work.

...

Products and completed operations coverage shall be maintained for a minimum period of two years from the date of substantial completion.

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**§ A.3.2.2.1 Commercial General Liability insurance for the Project** written on an occurrence form with policy limits of not less than one million (\$ 1,000,000 ) each occurrence, two million (\$ 2,000,000 ) general aggregate, and two million (\$ 2,000,000 ) aggregate for products-completed operations hazard, providing coverage for claims including

...

- .4 bodily injury or property damage arising out of completed operations; ~~and~~
- .5 the Contractor's indemnity obligations under Section 3.18 of the General ~~Conditions~~ Conditions;
- .6 per project aggregate endorsement;
- .7 damage to electronic data with a limit no less than \$100,000 and
- .8 if work to be performed by contractor includes construction or demolition operations within 50 feet of any railroad property or right of way, such policy will include coverage for work done within 50 feet of a railroad right of way

...

- .12 Policy shall not contain a total or absolute pollution exclusion, if not otherwise insured under a separate pollution liability policy. Coverage shall be provided for pollution exposures arising from products and completed operations as per standard CG 0001 pollution exclusion or equivalent.

**§ A.3.2.3 Automobile Liability** covering vehicles owned, hired and non-owned vehicles used, by the Contractor, with policy limits of not less than one million (\$ 1,000,000 ) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

PAGE 6

**§ A.3.2.6 Employers' Liability** with policy limits not less than one million (\$ 1,000,000 ) each accident, one million (\$ 1,000,000 ) each employee, and one million (\$ 1,000,000 ) policy limit.

...

**§ A.3.2.8** If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than one million (\$ 1,000,000 ) per claim and one million (\$ 1,000,000 ) in the aggregate.



§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than one million (\$ 1,000,000 ) per claim and one million (\$ 1,000,000 ) in the aggregate.

§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than one million (\$ 1,000,000 ) per claim and one million (\$ 1,000,000 ) in the aggregate.

§ A.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than one million (\$ 1,000,000 ) per claim and one million (\$ 1,000,000 ) in the aggregate.

§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than one million (\$ 1,000,000 ) per claim and one million (\$ 1,000,000 ) in the aggregate.

...

Ten Million Dollars (\$10,000,000) Commercial Umbrella / Excess Insurance providing liability coverage in excess of the specified employers liability, commercial general liability and commercial auto liability.

...

- [ ] § A.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the ~~Owner-Contractor~~ shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:

PAGE 7

- [ ] § A.3.3.2.3 **Asbestos Abatement Liability Insurance**, with policy limits of not less than one million (\$ 1,000,000 ) per claim and one million (\$ 1,000,000 ) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

...

Payment Bond

100% of Contract Sum

Performance Bond

100% of Contract Sum

**Sheriff Andy Brown, Lt. Rob  
Ambrose/Sheriff's Office – Discussion  
and/or decision to approve and  
authorize Chairman to sign:**

**Law Enforcement Services Contracts  
between Pottawattamie County and the  
following: City of Avoca, City of Carson,  
City of Crescent, City of Hancock, City of  
Macedonia, City of McClelland, City of  
Minden, City of Neola, City of Oakland,  
City of Treynor, City of Underwood, and  
City of Walnut.**



## LAW ENFORCEMENT SERVICES CONTRACT

On this 1st day of July, 2021, the incorporated **City of Avoca, Iowa**, hereinafter referred to as "City", and **Pottawattamie County, Iowa**, hereinafter referred to as "County", enter into the following agreement to provide Law Enforcement Services.

1. Term. The initial term of this Agreement shall be July 1, 2021 through June 30, 2022. Additional one year terms (contract year) beginning on July 1<sup>st</sup> of each year may be agreed to in writing by the parties. The Agreement shall be reviewed annually in December of the current contract year. If an Agreement is not reached, in whole or part, by the end of December in current contract year, this Agreement shall automatically terminate on June 30 of the following year.
2. Services. The County will provide the City with limited law enforcement services by and through the Pottawattamie County Sheriff's Office. These services will include, but not be limited to the following:
  - A. *Basic Services*. The County shall provide law enforcement coverage when the City of Avoca's Police Department is not on duty. The County does not guarantee any specific hours of patrol, but agrees to respond to all law enforcement calls placed to the Pottawattamie County Communications Department during hours when the City police are not on duty. Follow-up investigations will also be completed by the County when that incident originated with a call taken by the County. The County will also assist the Avoca Police Department with additional investigations when requested.
3. Fees. In consideration for the law enforcement services described above, City agrees to pay County as follows:
  - A. *Basic Services*. City will pay an annual sum of \$21,218.00 to the County. This shall be billed by the Pottawattamie County Sheriff's Office and shall be paid in equal quarterly installments of \$5,304.50 to the Pottawattamie County Sheriff's Office on July 1, October 1, January 1, and April 1.


4. Liability. City shall not be required to assume any liability for the payment of salaries, wages, or other compensation for any County personnel performing services under this Agreement, and shall not be liable for compensation for any indemnity to any County employee for injury or sickness arising out of his/her employment, and the County agrees to hold harmless the City against any such claim. The County, its officers and employees, shall not be deemed to assume any liability for intentional or negligent acts of the City, its officer or employees, and the City shall hold the County, its officers and employees harmless there from, and shall defend said County and its officers and employees against any claim for damages resulting there from. The City is not responsible for any act, injury or damage arising out of the performance of this Agreement by the County, and in case any claims are made by any third party, the County shall defend, indemnify and hold harmless City for the actions of the County, its officers and employees.
  
5. Termination. This Agreement may be terminated by either party for any reason. Termination is effective upon a three (3) month written notice to either party, and this shall be accomplished by certified mail to or personal service upon the Pottawattamie County Board of Supervisors at 227 South 6<sup>th</sup> Street, Council Bluffs, Iowa 51501, or upon written notice to the City Clerk of Avoca.
  
6. Recording. In accordance with Chapter 28E, Code of Iowa, a copy of this agreement shall be filed with the Secretary of State. Signatures will include the Mayor of Avoca, Iowa; the City Clerk of Avoca, Iowa; the Pottawattamie County Sheriff; Pottawattamie County Auditor and the Chairperson of the Board of Supervisors. The City seal shall be affixed to the Agreement before returning to the County for filing.

\_\_\_\_\_  
Chair, Pottawattamie County  
Board of Supervisors

  
\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Melvyn J. Houser  
Pottawattamie County Auditor

  
\_\_\_\_\_  
City Clerk

  
\_\_\_\_\_  
Andy Brown  
Pottawattamie County Sheriff

(CITY SEAL)

RECEIVED  
MAR 23 2021

BY: .....

## LAW ENFORCEMENT SERVICES CONTRACT

On this 1st day of July, 2021, the incorporated **City of Carson, Iowa**, hereinafter referred to as "City", and **Pottawattamie County, Iowa**, hereinafter referred to as "County", enter into the following agreement:

1. The County will provide the City with law enforcement services through the Pottawattamie County Sheriff's Office. These services will include but not be limited to:
  - A. Radar operations to control speed.
  - B. Issuing violations under city ordinances (including animal control citations) at request.
  - C. Housing inmates who have been incarcerated under a city ordinance without charge to the city.
  - D. Service of abatement notices on request.
  - E. Periodically checking commercial building for unlocked doors and trespassers.
  - F. Investigation of traffic accidents and complaints.
  - G. Providing a detective division to investigate crimes and conduct on-going investigations.
  - H. Providing services by the Pottawattamie County Drug Task Force.
  - I. Supplying schools or community clubs with officers and materials for special programs and talks upon request.
  - J. Routine patrols and special patrols upon request by the mayor or members of the city council.
  - K. Supply fully equipped patrol cars with radio, lights, siren, and all related equipment, gasoline and oil, tires, and maintenance, uniforms, and all other personal equipment for sheriff's deputies.
  
2. In consideration for the law enforcement services above described, City will pay a per capita rate of \$18.57 (based on the 2010 census figures of 812) to County, which amounts to the annual sum of \$15079.00. This amount shall be billed by the Pottawattamie County Sheriff's Office and paid in equal quarterly installments to the Pottawattamie County Sheriff's Office on July 1, October 1, January 1, and April 1.

(PARAGRAPH 3 IS OPTIONAL: STRIKE IF CITY DOES NOT INTEND TO CONTRACT FOR ADDITIONAL COVERAGE)

3. That City wishes to contract for additional guaranteed coverage within the City limits of City. In consideration for this extra coverage, County is guaranteeing 0 hours of patrol / coverage per day within the City limits of City. The cost of this additional coverage is \$9,294.00 for an hour of additional coverage for 365 days during the year. This amount shall be paid in equal quarterly installments as set forth in Paragraph 2.

4. Law enforcement policy, regulations and other matters pertaining to the employment of Pottawattamie County Deputy Sheriffs are to be determined solely by the Pottawattamie County Sheriff. The Pottawattamie County Sheriff's Office will provide law enforcement services 24 hours a day in such a manner as to afford the maximum possible law enforcement to all the citizens of the county to whom the sheriff owes a statutory or contractual obligation for such services. The time, place, and manner in which these services are implemented shall be in the sole discretion of the Pottawattamie County Sheriff's Office.

5. This contractual agreement shall commence on the 1st day of July, 2021, and shall continue for one year ending on the 30th day of June, 2022. The contract shall be reviewed annually in December of the contract year. This Agreement is renewable on an annual basis upon mutual agreement of the parties herein. If agreement is not reached by the end of December in the given contract year, this contract shall automatically terminate on June 30 of the following year.

6. In accordance with Chapter 28E, Code of Iowa, a copy of this agreement shall be filed with the Secretary of State and recorded with the Pottawattamie County Recorder. Signatures will include the Mayor of Carson, Iowa, the City Clerk of Carson, Iowa, the Pottawattamie County Sheriff, Pottawattamie County Auditor, and the Chairperson of the Board of Supervisors. The city seal shall be affixed to the contract before returning to the county for filing.

7. City shall not be required to assume any liability for payment of salaries, wages or other compensation for any county personnel performing services under this contract, and shall not be liable for compensation for any indemnity to any county employee for injury or sickness arising out of his/her employment, and the County agrees to hold harmless the City against any such claim. County, its officers and employees, shall not be deemed to assume any liability for intentional or negligent acts of City, its officers or employees, and City shall hold County, its officers and employees harmless there from, and shall defend said County and its officers and employees against any claim for damages resulting there from. City is not responsible for any act, injury or damage arising out of the performance of this contract by County, and in case any claim is made by any third party, County shall defend, indemnify and hold harmless City.

8. This contract may be terminated by either party for any reason. Termination is effective upon a three (3) month written notice to either party, and this shall be accomplished by certified mail or personal service by service upon the Pottawattamie County Board of Supervisors at 227 South 6th Street, Council Bluffs, Iowa 51501, or upon written notice to the City Clerk of City.

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Chair, Pottawattamie County  
Board of Supervisors

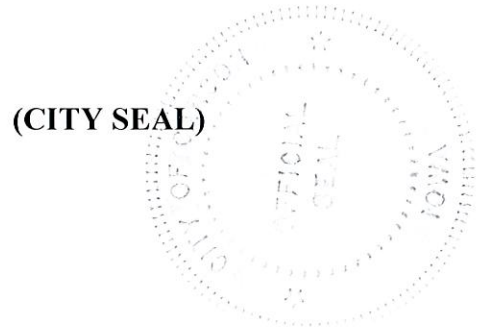
*Tim Todd*  
\_\_\_\_\_  
Mayor

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Melvyn J. Houser  
Pottawattamie County Auditor

*Brianne Ouede*  
\_\_\_\_\_  
City Clerk

*AB 78-1*  
\_\_\_\_\_  
Andy Brown  
Pottawattamie County Sheriff





RESOLUTION 2021-11

A RESOLUTION TO RENEW THE LAW ENFORCEMENT SERVICES CONTRACT WITH POTTAWATTAMIE COUNTY SHERIFF'S OFFICE.

BE IT RESOLVED by the City Council of Carson, Iowa, to accept the JULY 1, 2021-JUNE 30, 2022 Law Enforcement Services Contract with Pottawattamie County Sheriff's Department, and

BE IT FURTHER RESOLVED by the City Council of Carson, Iowa, in consideration for the law enforcement services the City will be billed in equal quarterly installments of \$3,769.75 (annual sum equal not to exceed \$15,079.00).

BE IT FURTHER RESOLVED by the City Council of Carson, Iowa, to approve the Mayor and City Clerk to execute the attached law enforcement services contract with Pottawattamie County Sheriff's Department and authorize quarterly payments for services as detailed in the contract.

PASSED AND APPROVED THIS 12TH DAY, APRIL, 2021.

  
\_\_\_\_\_  
Tim Todd, Mayor

ATTEST:

  
\_\_\_\_\_  
Brianne Duede, City Administrator Clerk

ROLL CALL VOTE RECORD	
AYES:	<u>Brandon, Houser, Richardson, Graves</u>
NAYS:	<u>0</u>



## **LAW ENFORCEMENT SERVICES CONTRACT**

On this 1<sup>st</sup> day of July, 2021, the incorporated **City of Crescent, Iowa** hereinafter referred to as "City", and **Pottawattamie County, Iowa**, hereinafter referred to as "County", enter into the following agreement:

1. The County will provide the City with law enforcement services through the Pottawattamie County Sheriff's Office. These services will include but not be limited to:
  - A. → Radar operations to control speed.
  - B. Issuing violations under city ordinances (excluding animal control ordinances) at request.
  - C. Housing inmates who have been incarcerated under a city ordinance without charge to the city.
  - D. Service of abatement notices on request.
  - E. Periodically checking commercial building for unlocked doors and trespassers.
  - F. Investigation of traffic accidents and complaints.
  - G. Providing a detective division to investigate crimes and conduct on-going investigations.
  - H. Providing services by the Pottawattamie County Drug Task Force.
  - I. Supplying schools or community clubs with officers and materials for special programs and talks upon request.
  - J. Routine patrols and special patrols upon request by the mayor or members of the city council.
  - K. Supply fully equipped patrol cars with radio, lights, siren, and all related equipment, gasoline and oil, tires, and maintenance, uniforms, and all other personal equipment for sheriff's deputies.
  
2. In consideration for the law enforcement services above described, City will pay a per capita rate of \$18.57 (based on the 2010 census figures of 617) to County, which amounts to the annual sum of \$11,458.00. This shall be billed by the Pottawattamie County Sheriff's Office and paid in equal quarterly installments to the Pottawattamie County Sheriff's Office on July 1, October 1, January 1, and April 1.

(PARAGRAPH 3 IS OPTIONAL: STRIKE IF CITY DOES NOT INTEND TO CONTRACT FOR ADDITIONAL COVERAGE)

3. That City wishes to contract for additional guaranteed coverage within the City limits of City. In consideration for this extra coverage, County is guaranteeing 0 hours of patrol / coverage per day within the City limits of City. The cost of this additional coverage is \$9,294.00 for an hour of additional coverage for 365 days during the year. This amount shall be paid in equal quarterly installments as set forth in Paragraph 2.

4. Law enforcement policy, regulations and other matters pertaining to the employment of Pottawattamie County Deputy Sheriffs are to be determined solely by the Pottawattamie County Sheriff. The Pottawattamie County Sheriff's Office will provide law enforcement services 24 hours a day in such a manner as to afford the maximum possible law enforcement to all the citizens of the county to whom the sheriff owes a statutory or contractual obligation for such services. The time, place, and manner in which these services are implemented shall be in the sole discretion of the Pottawattamie County Sheriff's Office.

5. This contractual agreement shall commence on the 1st day of July, 2021, and shall continue for one year ending on the 30th day of June, 2022. The contract shall be reviewed annually in December of the contract year. This Agreement is renewable on an annual basis upon mutual agreement of the parties herein. If agreement is not reached by the end of December in the given contract year, this contract shall automatically terminate on June 30 of the following year.

6. In accordance with Chapter 28E, Code of Iowa, a copy of this agreement shall be filed with the Secretary of State and recorded with the Pottawattamie County Recorder. Signatures will include the Mayor of Crescent, Iowa, the City Clerk of Crescent, Iowa, the Pottawattamie County Sheriff, Pottawattamie County Auditor, and the Chairperson of the Board of Supervisors. The city seal shall be affixed to the contract before returning to the county for filing.

7. City shall not be required to assume any liability for payment of salaries, wages or other compensation for any county personnel performing services under this contract, and shall not be liable for compensation for any indemnity to any county employee for injury or sickness arising out of his/her employment, and the County agrees to hold harmless the City against any such claim. County, its officers and employees, shall not be deemed to assume any liability for intentional or negligent acts of City, its officers or employees, and City shall hold County, its officers and employees harmless there from, and shall defend said County and its officers and employees against any claim for damages resulting there from. City is not responsible for any act, injury or damage arising out of the performance of this contract by County, and in case any claim is made by any third party, County shall defend, indemnify and hold harmless City.

8. This contract may be terminated by either party for any reason. Termination is effective upon a three (3) month written notice to either party, and this shall be accomplished by certified mail or personal service by service upon the Pottawattamie County Board of Supervisors at 227 South 6th Street, Council Bluffs, Iowa 51501, or upon written notice to the City Clerk of City.

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Chair, Pottawattamie County  
Board of Supervisors

*Charles H. DeWitt*  
\_\_\_\_\_  
Mayor

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Melvyn J. Houser  
Pottawattamie County Auditor

*Linda M. B...*  
\_\_\_\_\_  
City Clerk

*AB 28-1*  
\_\_\_\_\_  
Andy Brown  
Pottawattamie County Sheriff

(CITY SEAL)





## LAW ENFORCEMENT SERVICES CONTRACT

On this 1<sup>st</sup> day of July, 2021, the incorporated **City of Hancock, Iowa**, hereinafter referred to as "City", and **Pottawattamie County, Iowa**, hereinafter referred to as "County", enter into the following agreement:

1. The County will provide the City with law enforcement services through the Pottawattamie County Sheriff's Office. These services will include but not be limited to:
  - A. Radar operations to control speed.
  - B. Issuing violations under city ordinances (excluding animal control ordinances) at request.
  - C. Housing inmates who have been incarcerated under a city ordinance without charge to the city.
  - D. Service of abatement notices on request.
  - E. Periodically checking commercial building for unlocked doors and trespassers.
  - F. Investigation of traffic accidents and complaints.
  - G. Providing a detective division to investigate crimes and conduct on-going investigations.
  - H. Providing services by the Pottawattamie County Drug Task Force.
  - I. Supplying schools or community clubs with officers and materials for special programs and talks upon request.
  - J. Routine patrols and special patrols upon request by the mayor or members of the city council.
  - K. Supply fully equipped patrol cars with radio, lights, siren, and all related equipment, gasoline and oil, tires, and maintenance, uniforms, and all other personal equipment for sheriff's deputies.
  
2. In consideration for the law enforcement services above described, City will pay a per capita rate of \$18.57 (based on the 2010 census figures of 196) to County, which amounts to the annual sum of \$3,640.00. This shall be billed by the Pottawattamie County Sheriff's Office and paid in equal quarterly installments to the Pottawattamie County Sheriff's Office on July 1, October 1, January 1, and April 1.

(PARAGRAPH 3 IS OPTIONAL: STRIKE IF CITY DOES NOT INTEND TO CONTRACT FOR ADDITIONAL COVERAGE)

3. That City wishes to contract for additional guaranteed coverage within the City limits of City. In consideration for this extra coverage, County is guaranteeing 0 hours of patrol / coverage per day within the City limits of City. The cost of this additional coverage is \$9,294.00 for an hour of additional coverage for 365 days during the year. This amount shall be paid in equal quarterly installments as set forth in Paragraph 2.

4. Law enforcement policy, regulations and other matters pertaining to the employment of Pottawattamie County Deputy Sheriffs are to be determined solely by the Pottawattamie County Sheriff. The Pottawattamie County Sheriff's Office will provide law enforcement services 24 hours a day in such a manner as to afford the maximum possible law enforcement to all the citizens of the county to whom the sheriff owes a statutory or contractual obligation for such services. The time, place, and manner in which these services are implemented shall be in the sole discretion of the Pottawattamie County Sheriff's Office.

5. This contractual agreement shall commence on the 1st day of July, 2021, and shall continue for one year ending on the 30th day of June, 2022. The contract shall be reviewed annually in December of the contract year. This Agreement is renewable on an annual basis upon mutual agreement of the parties herein. If agreement is not reached by the end of December in the given contract year, this contract shall automatically terminate on June 30 of the following year.

6. In accordance with Chapter 28E, Code of Iowa, a copy of this agreement shall be filed with the Secretary of State and recorded with the Pottawattamie County Recorder. Signatures will include the Mayor of Hancock, Iowa, the City Clerk of Hancock, Iowa, the Pottawattamie County Sheriff, Pottawattamie County Auditor, and the Chairperson of the Board of Supervisors. The city seal shall be affixed to the contract before returning to the county for filing.

7. City shall not be required to assume any liability for payment of salaries, wages or other compensation for any county personnel performing services under this contract, and shall not be liable for compensation for any indemnity to any county employee for injury or sickness arising out of his/her employment, and the County agrees to hold harmless the City against any such claim. County, its officers and employees, shall not be deemed to assume any liability for intentional or negligent acts of City, its officers or employees, and City shall hold County, its officers and employees harmless there from, and shall defend said County and its officers and employees against any claim for damages resulting there from. City is not responsible for any act, injury or damage arising out of the performance of this contract by County, and in case any claim is made by any third party, County shall defend, indemnify and hold harmless City.

8. This contract may be terminated by either party for any reason. Termination is effective upon a three (3) month written notice to either party, and this shall be accomplished by certified mail or personal service by service upon the Pottawattamie County Board of Supervisors at 227 South 6th Street, Council Bluffs, Iowa 51501, or upon written notice to the City Clerk of City.

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Chair, Pottawattamie County  
Board of Supervisors

*Steve Guyer*  
\_\_\_\_\_  
Mayor

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Melvyn J. Houser  
Pottawattamie County Auditor

*Kimberly Hress*  
\_\_\_\_\_  
City Clerk

*AB 78-1*  
\_\_\_\_\_  
Andy Brown  
Pottawattamie County Sheriff

(CITY SEAL)



## LAW ENFORCEMENT SERVICES CONTRACT

On this 1<sup>st</sup> day of July, 2021, the incorporated **City of Macedonia, Iowa**, hereinafter referred to as "City", and **Pottawattamie County, Iowa**, hereinafter referred to as "County", enter into the following agreement:

1. The County will provide the City with law enforcement services through the Pottawattamie County Sheriff's Office. These services will include but not be limited to:
  - A. Radar operations to control speed.
  - B. Issuing violations under city ordinances (excluding animal control ordinances) at request.
  - C. Housing inmates who have been incarcerated under a city ordinance without charge to the city.
  - D. Service of abatement notices on request.
  - E. Periodically checking commercial building for unlocked doors and trespassers.
  - F. Investigation of traffic accidents and complaints.
  - G. Providing a detective division to investigate crimes and conduct on-going investigations.
  - H. Providing services by the Pottawattamie County Drug Task Force.
  - I. Supplying schools or community clubs with officers and materials for special programs and talks upon request.
  - J. Routine patrols and special patrols upon request by the mayor or members of the city council.
  - K. Supply fully equipped patrol cars with radio, lights, siren, and all related equipment, gasoline and oil, tires, and maintenance, uniforms, and all other personal equipment for sheriff's deputies.
  
2. In consideration for the law enforcement services above described, City will pay a per capita rate of \$18.57 (based on the 2010 census figures of 246) to County, which amounts to the annual sum of \$4,568.00. This shall be billed by the Pottawattamie County Sheriff's Office and paid in equal quarterly installments to the Pottawattamie County Sheriff's Office on July 1, October 1, January 1, and April 1.

(PARAGRAPH 3 IS OPTIONAL: STRIKE IF CITY DOES NOT INTEND TO CONTRACT FOR ADDITIONAL COVERAGE)

3. That City wishes to contract for additional guaranteed coverage within the City limits of City. In consideration for this extra coverage, County is guaranteeing   0   hours of patrol / coverage per day within the City limits of City. The cost of this additional coverage is \$9,294.00 for an hour of additional coverage for 365 days during the year. This amount shall be paid in equal quarterly installments as set forth in Paragraph 2.

4. Law enforcement policy, regulations and other matters pertaining to the employment of Pottawattamie County Deputy Sheriffs are to be determined solely by the Pottawattamie County Sheriff. The Pottawattamie County Sheriff's Office will provide law enforcement services 24 hours a day in such a manner as to afford the maximum possible law enforcement to all the citizens of the county to whom the sheriff owes a statutory or contractual obligation for such services. The time, place, and manner in which these services are implemented shall be in the sole discretion of the Pottawattamie County Sheriff's Office.

5. This contractual agreement shall commence on the 1st day of July, 2021, and shall continue for one year ending on the 30th day of June, 2022. The contract shall be reviewed annually in December of the contract year. This Agreement is renewable on an annual basis upon mutual agreement of the parties herein. If agreement is not reached by the end of December in the given contract year, this contract shall automatically terminate on June 30 of the following year.

6. In accordance with Chapter 28E, Code of Iowa, a copy of this agreement shall be filed with the Secretary of State and recorded with the Pottawattamie County Recorder. Signatures will include the Mayor of Macedonia, Iowa the City Clerk of Macedonia, Iowa, the Pottawattamie County Sheriff, Pottawattamie County Auditor, and the Chairperson of the Board of Supervisors. The city seal shall be affixed to the contract before returning to the county for filing.

7. City shall not be required to assume any liability for payment of salaries, wages or other compensation for any county personnel performing services under this contract, and shall not be liable for compensation for any indemnity to any county employee for injury or sickness arising out of his/her employment, and the County agrees to hold harmless the City against any such claim. County, its officers and employees, shall not be deemed to assume any liability for intentional or negligent acts of City, its officers or employees, and City shall hold County, its officers and employees harmless there from, and shall defend said County and its officers and employees against any claim for damages resulting there from. City is not responsible for any act, injury or damage arising out of the performance of this contract by County, and in case any claim is made by any third party, County shall defend, indemnify and hold harmless City.

8. This contract may be terminated by either party for any reason. Termination is effective upon a three (3) month written notice to either party, and this shall be accomplished by certified mail or personal service by service upon the Pottawattamie County Board of Supervisors at 227 South 6th Street, Council Bluffs, Iowa 51501, or upon written notice to the City Clerk of City.

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Chair, Pottawattamie County  
Board of Supervisors

*Amy J. Weber*  
\_\_\_\_\_  
Mayor

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Melvyn J. Houser  
Pottawattamie County Auditor

*Suzann Duede*  
\_\_\_\_\_  
City Clerk

*AB 78-1*  
\_\_\_\_\_  
Andy Brown  
Pottawattamie County Sheriff

(CITY SEAL)



## LAW ENFORCEMENT SERVICES CONTRACT

On this 1st day of July, 2021, the incorporated **City of McClelland, Iowa**, hereinafter referred to as "City", and **Pottawattamie County, Iowa**, hereinafter referred to as "County", enter into the following agreement:

1. The County will provide the City with law enforcement services through the Pottawattamie County Sheriff's Office. These services will include but not be limited to:
  - A. Radar operations to control speed.
  - B. Issuing violations under city ordinances (excluding animal control ordinances) at request.
  - C. Housing inmates who have been incarcerated under a city ordinance without charge to the city.
  - D. Service of abatement notices on request.
  - E. Periodically checking commercial building for unlocked doors and trespassers.
  - F. Investigation of traffic accidents and complaints.
  - G. Providing a detective division to investigate crimes and conduct on-going investigations.
  - H. Providing services by the Pottawattamie County Drug Task Force.
  - I. Supplying schools or community clubs with officers and materials for special programs and talks upon request.
  - J. Routine patrols and special patrols upon request by the mayor or members of the city council.
  - K. Supply fully equipped patrol cars with radio, lights, siren, and all related equipment, gasoline and oil, tires, and maintenance, uniforms, and all other personal equipment for sheriff's deputies.
  
2. In consideration for the law enforcement services above described, City will pay a per capita rate of \$18.57 (based on the 2010 census figures of 151) to County, which amounts to the annual sum of \$2,804.00. This shall be billed by the Pottawattamie County Sheriff's Office and paid in equal quarterly installments to the Pottawattamie County Sheriff's Office on July 1, October 1, January 1, and April 1.

(PARAGRAPH 3 IS OPTIONAL: STRIKE IF CITY DOES NOT INTEND TO CONTRACT FOR ADDITIONAL COVERAGE)

3. That City wishes to contract for additional guaranteed coverage within the City limits of City. In consideration for this extra coverage, County is guaranteeing 0 hours of patrol / coverage per day within the City limits of City. The cost of this additional coverage is \$9,294.00 for an hour of additional coverage for 365 days during the year. This amount shall be paid in equal quarterly installments as set forth in Paragraph 2.

4. Law enforcement policy, regulations and other matters pertaining to the employment of Pottawattamie County Deputy Sheriffs are to be determined solely by the Pottawattamie County Sheriff. The Pottawattamie County Sheriff's Office will provide law enforcement services 24 hours a day in such a manner as to afford the maximum possible law enforcement to all the citizens of the county to whom the sheriff owes a statutory or contractual obligation for such services. The time, place, and manner in which these services are implemented shall be in the sole discretion of the Pottawattamie County Sheriff's Office.

5. This contractual agreement shall commence on the 1st day of July, 2021, and shall continue for one year ending on the 30th day of June, 2022. The contract shall be reviewed annually in December of the contract year. This Agreement is renewable on an annual basis upon mutual agreement of the parties herein. If agreement is not reached by the end of December in the given contract year, this contract shall automatically terminate on June 30 of the following year.

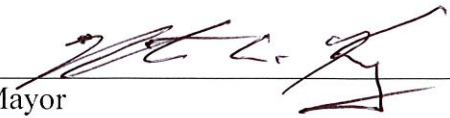
6. In accordance with Chapter 28E, Code of Iowa, a copy of this agreement shall be filed with the Secretary of State and recorded with the Pottawattamie County Recorder. Signatures will include the Mayor of McClelland, Iowa, the City Clerk of McClelland, Iowa the Pottawattamie County Sheriff, Pottawattamie County Auditor, and the Chairperson of the Board of Supervisors. The city seal shall be affixed to the contract before returning to the county for filing.

7. City shall not be required to assume any liability for payment of salaries, wages or other compensation for any county personnel performing services under this contract, and shall not be liable for compensation for any indemnity to any county employee for injury or sickness arising out of his/her employment, and the County agrees to hold harmless the City against any such claim. County, its officers and employees, shall not be deemed to assume any liability for intentional or negligent acts of City, its officers or employees, and City shall hold County, its officers and employees harmless there from, and shall defend said County and its officers and employees against any claim for damages resulting there from. City is not responsible for any act, injury or damage arising out of the performance of this contract by County, and in case any claim is made by any third party, County shall defend, indemnify and hold harmless City.

8. This contract may be terminated by either party for any reason. Termination is effective upon a three (3) month written notice to either party, and this shall be accomplished by certified mail or personal service by service upon the Pottawattamie County Board of Supervisors at 227 South 6th Street, Council Bluffs, Iowa 51501, or upon written notice to the City Clerk of City.

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Chair, Pottawattamie County  
Board of Supervisors




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Mayor

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Melvyn J. Houser  
Pottawattamie County Auditor



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City Clerk



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Andy Brown  
Pottawattamie County Sheriff

(CITY SEAL)



## LAW ENFORCEMENT SERVICES CONTRACT

On this 1<sup>st</sup> day of July, 2021, the incorporated **City of Minden, Iowa**, hereinafter referred to as "City", and **Pottawattamie County, Iowa**, hereinafter referred to as "County", enter into the following agreement:

1. The County will provide the City with law enforcement services through the Pottawattamie County Sheriff's Office. These services will include but not be limited to:
  - A. Radar operations to control speed.
  - B. Issuing violations under city ordinances (excluding animal control ordinances) at request.
  - C. Housing inmates who have been incarcerated under a city ordinance without charge to the city.
  - D. Service of abatement notices on request.
  - E. Periodically checking commercial building for unlocked doors and trespassers.
  - F. Investigation of traffic accidents and complaints.
  - G. Providing a detective division to investigate crimes and conduct on-going investigations.
  - H. Providing services by the Pottawattamie County Drug Task Force.
  - I. Supplying schools or community clubs with officers and materials for special programs and talks upon request.
  - J. Routine patrols and special patrols upon request by the mayor or members of the city council.
  - K. Supply fully equipped patrol cars with radio, lights, siren, and all related equipment, gasoline and oil, tires, and maintenance, uniforms, and all other personal equipment for sheriff's deputies.
  
2. In consideration for the law enforcement services above described, City will pay a per capita rate of \$18.57 (based on the 2010 census figures of 599) to County, which amounts to the annual sum of \$11,123.00. This shall be billed by the Pottawattamie County Sheriff's Office and paid in equal quarterly installments to the Pottawattamie County Sheriff's Office on July 1, October 1, January 1, and April 1.

(PARAGRAPH 3 IS OPTIONAL: STRIKE IF CITY DOES NOT INTEND TO CONTRACT FOR ADDITIONAL COVERAGE)

3. That City wishes to contract for additional guaranteed coverage within the City limits of City. In consideration for this extra coverage, County is guaranteeing 0 hours of patrol / coverage per day within the City limits of City. The cost of this additional coverage is \$9,294.00 for an hour of additional coverage for 365 days during the year. This amount shall be paid in equal quarterly installments as set forth in Paragraph 2.

4. Law enforcement policy, regulations and other matters pertaining to the employment of Pottawattamie County Deputy Sheriffs are to be determined solely by the Pottawattamie County Sheriff. The Pottawattamie County Sheriff's Office will provide law enforcement services 24 hours a day in such a manner as to afford the maximum possible law enforcement to all the citizens of the county to whom the sheriff owes a statutory or contractual obligation for such services. The time, place, and manner in which these services are implemented shall be in the sole discretion of the Pottawattamie County Sheriff's Office.

5. This contractual agreement shall commence on the 1st day of July, 2021, and shall continue for one year ending on the 30th day of June, 2022. The contract shall be reviewed annually in December of the contract year. This Agreement is renewable on an annual basis upon mutual agreement of the parties herein. If agreement is not reached by the end of December in the given contract year, this contract shall automatically terminate on June 30 of the following year.

6. In accordance with Chapter 28E, Code of Iowa, a copy of this agreement shall be filed with the Secretary of State and recorded with the Pottawattamie County Recorder. Signatures will include the Mayor of Minden, Iowa the City Clerk of Minden, Iowa, the Pottawattamie County Sheriff, Pottawattamie County Auditor, and the Chairperson of the Board of Supervisors. The city seal shall be affixed to the contract before returning to the county for filing.

7. City shall not be required to assume any liability for payment of salaries, wages or other compensation for any county personnel performing services under this contract, and shall not be liable for compensation for any indemnity to any county employee for injury or sickness arising out of his/her employment, and the County agrees to hold harmless the City against any such claim. County, its officers and employees, shall not be deemed to assume any liability for intentional or negligent acts of City, its officers or employees, and City shall hold County, its officers and employees harmless there from, and shall defend said County and its officers and employees against any claim for damages resulting there from. City is not responsible for any act, injury or damage arising out of the performance of this contract by County, and in case any claim is made by any third party, County shall defend, indemnify and hold harmless City.

8. This contract may be terminated by either party for any reason. Termination is effective upon a three (3) month written notice to either party, and this shall be accomplished by certified mail or personal service by service upon the Pottawattamie County Board of Supervisors at 227 South 6th Street, Council Bluffs, Iowa 51501, or upon written notice to the City Clerk of City.


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Chair, Pottawattamie County  
Board of Supervisors

  
\_\_\_\_\_  
Mayor

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Melvyn J. Houser  
Pottawattamie County Auditor

  
\_\_\_\_\_  
City Clerk

  
\_\_\_\_\_  
Andy Brown  
Pottawattamie County Sheriff

(CITY SEAL)





## LAW ENFORCEMENT SERVICES CONTRACT

On this 1<sup>st</sup> day of July, 2021, the incorporated **City of Neola, Iowa**, hereinafter referred to as "City", and **Pottawattamie County, Iowa**, hereinafter referred to as "County", enter into the following agreement:

1. The County will provide the City with law enforcement services through the Pottawattamie County Sheriff's Office. These services will include but not be limited to:
  - A. Radar operations to control speed.
  - B. Issuing violations under city ordinances (excluding animal control ordinances) at request.
  - C. Housing inmates who have been incarcerated under a city ordinance without charge to the city.
  - D. Service of abatement notices on request.
  - E. Periodically checking commercial building for unlocked doors and trespassers.
  - F. Investigation of traffic accidents and complaints.
  - G. Providing a detective division to investigate crimes and conduct on-going investigations.
  - H. Providing services by the Pottawattamie County Drug Task Force.
  - I. Supplying schools or community clubs with officers and materials for special programs and talks upon request.
  - J. Routine patrols and special patrols upon request by the mayor or members of the city council.
  - K. Supply fully equipped patrol cars with radio, lights, siren, and all related equipment, gasoline and oil, tires, and maintenance, uniforms, and all other personal equipment for sheriff's deputies.
  
2. In consideration for the law enforcement services above described, City will pay a per capita rate of \$18.57 (based on the 2010 census figures of 842) to County, which amounts to the annual sum of \$15,636.00. This shall be billed by the Pottawattamie County Sheriff's Office and paid in equal quarterly installments to the Pottawattamie County Sheriff's Office on July 1, October 1, January 1, and April 1.

(PARAGRAPH 3 IS OPTIONAL: STRIKE IF CITY DOES NOT INTEND TO CONTRACT FOR ADDITIONAL COVERAGE)

3. That City wishes to contract for additional guaranteed coverage within the City limits of City. In consideration for this extra coverage, County is guaranteeing 0 hours of patrol / coverage per day within the City limits of City. The cost of this additional coverage is \$9,294.00 for an hour of additional coverage for 365 days during the year. This amount shall be paid in equal quarterly installments as set forth in Paragraph 2.

4. Law enforcement policy, regulations and other matters pertaining to the employment of Pottawattamie County Deputy Sheriffs are to be determined solely by the Pottawattamie County Sheriff. The Pottawattamie County Sheriff's Office will provide law enforcement services 24 hours a day in such a manner as to afford the maximum possible law enforcement to all the citizens of the county to whom the sheriff owes a statutory or contractual obligation for such services. The time, place, and manner in which these services are implemented shall be in the sole discretion of the Pottawattamie County Sheriff's Office.

5. This contractual agreement shall commence on the 1st day of July, 2021, and shall continue for one year ending on the 30th day of June, 2022. The contract shall be reviewed annually in December of the contract year. This Agreement is renewable on an annual basis upon mutual agreement of the parties herein. If agreement is not reached by the end of December in the given contract year, this contract shall automatically terminate on June 30 of the following year.

6. In accordance with Chapter 28E, Code of Iowa, a copy of this agreement shall be filed with the Secretary of State and recorded with the Pottawattamie County Recorder. Signatures will include the Mayor of Neola, Iowa, the City Clerk of Neola, Iowa, the Pottawattamie County Sheriff, Pottawattamie County Auditor, and the Chairperson of the Board of Supervisors. The city seal shall be affixed to the contract before returning to the county for filing.

7. City shall not be required to assume any liability for payment of salaries, wages or other compensation for any county personnel performing services under this contract, and shall not be liable for compensation for any indemnity to any county employee for injury or sickness arising out of his/her employment, and the County agrees to hold harmless the City against any such claim. County, its officers and employees, shall not be deemed to assume any liability for intentional or negligent acts of City, its officers or employees, and City shall hold County, its officers and employees harmless there from, and shall defend said County and its officers and employees against any claim for damages resulting there from. City is not responsible for any act, injury or damage arising out of the performance of this contract by County, and in case any claim is made by any third party, County shall defend, indemnify and hold harmless City.

8. This contract may be terminated by either party for any reason. Termination is effective upon a three (3) month written notice to either party, and this shall be accomplished by certified mail or personal service by service upon the Pottawattamie County Board of Supervisors at 227 South 6th Street, Council Bluffs, Iowa 51501, or upon written notice to the City Clerk of City.

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Chair, Pottawattamie County  
Board of Supervisors

*Karla Rogge*  
Mayor

---

Melvyn J. Houser  
Pottawattamie County Auditor

*Debi Ewin*  
City Clerk

*AB 78-1*  
Andy Brown  
Pottawattamie County Sheriff





## LAW ENFORCEMENT SERVICES CONTRACT

On this 1st day of July, 2021, the incorporated **City of Oakland, Iowa**, hereinafter referred to as "City", and **Pottawattamie County, Iowa**, hereinafter referred to as "County", enter into the following agreement:

1. The County will provide the City with law enforcement services through the Pottawattamie County Sheriff's Office. These services will include but not be limited to:
  - A. Radar operations to control speed.
  - B. Issuing violations under city ordinances (excluding animal control ordinances) at request.
  - C. Housing inmates who have been incarcerated under a city ordinance without charge to the city.
  - D. Service of abatement notices on request.
  - E. Periodically checking commercial building for unlocked doors and trespassers.
  - F. Investigation of traffic accidents and complaints.
  - G. Providing a detective division to investigate crimes and conduct on-going investigations.
  - H. Providing services by the Pottawattamie County Drug Task Force.
  - I. Supplying schools or community clubs with officers and materials for special programs and talks upon request.
  - J. Routine patrols and special patrols upon request by the mayor or members of the city council.
  - K. Supply fully equipped patrol cars with radio, lights, siren, and all related equipment, gasoline and oil, tires, and maintenance, uniforms, and all other personal equipment for sheriff's deputies.
  
2. In consideration for the law enforcement services above described, City will pay a per capita rate of \$18.57 (based on the 2010 census figures of 1,527) to County, which amounts to the annual sum of \$28,356.00. This shall be billed by the Pottawattamie County Sheriff's Office and paid in equal quarterly installments to the Pottawattamie County Sheriff's Office on July 1, October 1, January 1, and April 1.

(PARAGRAPH 3 IS OPTIONAL: STRIKE IF CITY DOES NOT INTEND TO CONTRACT FOR ADDITIONAL COVERAGE)

3. That City wishes to contract for additional guaranteed coverage within the City limits of City. In consideration for this extra coverage, County is guaranteeing 4 hours of patrol / coverage per day within the City limits of City. The cost of this additional coverage is \$9,294.00 for an hour of additional coverage for 365 days during the year. This amount shall be paid in equal quarterly installments as set forth in Paragraph 2.

4. Law enforcement policy, regulations and other matters pertaining to the employment of Pottawattamie County Deputy Sheriffs are to be determined solely by the Pottawattamie County Sheriff. The Pottawattamie County Sheriff's Office will provide law enforcement services 24 hours a day in such a manner as to afford the maximum possible law enforcement to all the citizens of the county to whom the sheriff owes a statutory or contractual obligation for such services. The time, place, and manner in which these services are implemented shall be in the sole discretion of the Pottawattamie County Sheriff's Office.

5. This contractual agreement shall commence on the 1st day of July, 2021, and shall continue for one year ending on the 30th day of June, 2022. The contract shall be reviewed annually in December of the contract year. This Agreement is renewable on an annual basis upon mutual agreement of the parties herein. If agreement is not reached by the end of December in the given contract year, this contract shall automatically terminate on June 30 of the following year.

6. In accordance with Chapter 28E, Code of Iowa, a copy of this agreement shall be filed with the Secretary of State and recorded with the Pottawattamie County Recorder. Signatures will include the Mayor of Oakland, Iowa, the City Clerk of Oakland, Iowa, the Pottawattamie County Sheriff, Pottawattamie County Auditor, and the Chairperson of the Board of Supervisors. The city seal shall be affixed to the contract before returning to the county for filing.



7. City shall not be required to assume any liability for payment of salaries, wages or other compensation for any county personnel performing services under this contract, and shall not be liable for compensation for any indemnity to any county employee for injury or sickness arising out of his/her employment, and the County agrees to hold harmless the City against any such claim. County, its officers and employees, shall not be deemed to assume any liability for intentional or negligent acts of City, its officers or employees, and City shall hold County, its officers and employees harmless there from, and shall defend said County and its officers and employees against any claim for damages resulting there from. City is not responsible for any act, injury or damage arising out of the performance of this contract by County, and in case any claim is made by any third party, County shall defend, indemnify and hold harmless City.

8. This contract may be terminated by either party for any reason. Termination is effective upon a three (3) month written notice to either party, and this shall be accomplished by certified mail or personal service by service upon the Pottawattamie County Board of Supervisors at 227 South 6th Street, Council Bluffs, Iowa 51501, or upon written notice to the City Clerk of City.

Chair, Pottawattamie County  
Board of Supervisors

  
Mayor

Melvyn J. Houser  
Pottawattamie County Auditor

  
City Clerk  
Andy Brown  
Pottawattamie County Sheriff

(CITY SEAL)



## LAW ENFORCEMENT SERVICES CONTRACT

On this 1st day of July, 2021, the incorporated **City of Treynor, Iowa**, hereinafter referred to as "City", and **Pottawattamie County, Iowa**, hereinafter referred to as "County", enter into the following agreement:

1. The County will provide the City with law enforcement services through the Pottawattamie County Sheriff's Office. These services will include but not be limited to:
  - A. Radar operations to control speed.
  - B. Issuing violations under city ordinances (including animal protection and control ordinances; excluding transportation of animals at large).
  - C. Housing inmates who have been incarcerated under a city ordinance without charge to the city.
  - D. Service of abatement notices on request.
  - E. Periodically checking commercial building for unlocked doors and trespassers.
  - F. Investigation of traffic accidents and complaints.
  - G. Providing a detective division to investigate crimes and conduct on-going investigations.
  - H. Providing services by the Pottawattamie County Drug Task Force.
  - I. Supplying schools or community clubs with officers and materials for special programs and talks upon request.
  - J. Routine patrols and special patrols upon request by the mayor or members of the city council.
  - K. Supply fully equipped patrol cars with radio, lights, siren, and all related equipment, gasoline and oil, tires, and maintenance, uniforms, and all other personal equipment for sheriff's deputies.
  
2. In consideration for the law enforcement services above described, City will pay a per capita rate of \$18.57 (based on the 2010 census figures of 919) to County, which amounts to the annual sum of \$17,066.00. This shall be billed by the Pottawattamie County Sheriff's Office and paid in equal quarterly installments to the Pottawattamie County Sheriff's Office on July 1, October 1, January 1, and April 1.

(PARAGRAPH 3 IS OPTIONAL: STRIKE IF CITY DOES NOT INTEND TO CONTRACT FOR ADDITIONAL COVERAGE)

3. That City wishes to contract for additional guaranteed coverage within the City limits of City. In consideration for this extra coverage, County is guaranteeing 2 hours of patrol / coverage per day within the City limits of City. The cost of this additional coverage is \$9,294.00 for an hour of additional coverage for 365 days during the year. This amount shall be paid in equal quarterly installments as set forth in Paragraph 2.

4. Law enforcement policy, regulations and other matters pertaining to the employment of Pottawattamie County Deputy Sheriffs are to be determined solely by the Pottawattamie County Sheriff. The Pottawattamie County Sheriff's Office will provide law enforcement services 24 hours a day in such a manner as to afford the maximum possible law enforcement to all the citizens of the county to whom the sheriff owes a statutory or contractual obligation for such services. The time, place, and manner in which these services are implemented shall be in the sole discretion of the Pottawattamie County Sheriff's Office.

5. This contractual agreement shall commence on the 1st day of July, 2021, and shall continue for one year ending on the 30th day of June, 2022. The contract shall be reviewed annually in December of the contract year. This Agreement is renewable on an annual basis upon mutual agreement of the parties herein. If agreement is not reached by the end of December in the given contract year, this contract shall automatically terminate on June 30 of the following year.

6. In accordance with Chapter 28E, Code of Iowa, a copy of this agreement shall be filed with the Secretary of State and recorded with the Pottawattamie County Recorder. Signatures will include the Mayor of Treynor, Iowa, the City Clerk of Treynor, Iowa, the Pottawattamie County Sheriff, Pottawattamie County Auditor, and the Chairperson of the Board of Supervisors. The city seal shall be affixed to the contract before returning to the county for filing.

7. City shall not be required to assume any liability for payment of salaries, wages or other compensation for any county personnel performing services under this contract, and shall not be liable for compensation for any indemnity to any county employee for injury or sickness arising out of his/her employment, and the County agrees to hold harmless the City against any such claim. County, its officers and employees, shall not be deemed to assume any liability for intentional or negligent acts of City, its officers or employees, and City shall hold County, its officers and employees harmless there from, and shall defend said County and its officers and employees against any claim for damages resulting there from. City is not responsible for any act, injury or damage arising out of the performance of this contract by County, and in case any claim is made by any third party, County shall defend, indemnify and hold harmless City.

8. This contract may be terminated by either party for any reason. Termination is effective upon a three (3) month written notice to either party, and this shall be accomplished by certified mail or personal service by service upon the Pottawattamie County Board of Supervisors at 227 South 6th Street, Council Bluffs, Iowa 51501, or upon written notice to the City Clerk of City.

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Chair, Pottawattamie County  
Board of Supervisors



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Mayor


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Melvyn J. Houser  
Pottawattamie County Auditor



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City Clerk



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Andy Brown  
Pottawattamie County Sheriff

(CITY SEAL)

## **LAW ENFORCEMENT SERVICES CONTRACT**

On this 1<sup>st</sup> day of July, 2021, the incorporated **City of Underwood, Iowa**, hereinafter referred to as "City", and **Pottawattamie County, Iowa**, hereinafter referred to as "County", enter into the following agreement:

1. The County will provide the City with law enforcement services through the Pottawattamie County Sheriff's Office. These services will include but not be limited to:
  - A. Radar operations to control speed.
  - B. Issuing violations under city ordinances (excluding animal control ordinances) at request.
  - C. Housing inmates who have been incarcerated under a city ordinance without charge to the city.
  - D. Service of abatement notices on request.
  - E. Periodically checking commercial building for unlocked doors and trespassers.
  - F. Investigation of traffic accidents and complaints.
  - G. Providing a detective division to investigate crimes and conduct on-going investigations.
  - H. Providing services by the Pottawattamie County Drug Task Force.
  - I. Supplying schools or community clubs with officers and materials for special programs and talks upon request.
  - J. Routine patrols and special patrols upon request by the mayor or members of the city council.
  - K. Supply fully equipped patrol cars with radio, lights, siren, and all related equipment, gasoline and oil, tires, and maintenance, uniforms, and all other personal equipment for sheriff's deputies.
  
2. In consideration for the law enforcement services above described, City will pay a per capita rate of \$18.57 (based on the 2010 census figures of 917) to County, which amounts to the annual sum of \$17,029.00. This shall be billed by the Pottawattamie County Sheriff's Office and paid in equal quarterly installments to the Pottawattamie County Sheriff's Office on July 1, October 1, January 1, and April 1.



**(PARAGRAPH 3 IS OPTIONAL: STRIKE IF CITY DOES NOT INTEND TO CONTRACT FOR ADDITIONAL COVERAGE)**

3. That City wishes to contract for additional guaranteed coverage within the City limits of City. In consideration for this extra coverage, County is guaranteeing 7 hours of patrol / coverage per day within the City limits of City. The cost of this additional coverage is \$9,294.00 for an hour of additional coverage for 365 days during the year. This amount shall be paid in equal quarterly installments as set forth in Paragraph 2.

4. Law enforcement policy, regulations and other matters pertaining to the employment of Pottawattamie County Deputy Sheriffs are to be determined solely by the Pottawattamie County Sheriff. The Pottawattamie County Sheriff's Office will provide law enforcement services 24 hours a day in such a manner as to afford the maximum possible law enforcement to all the citizens of the county to whom the sheriff owes a statutory or contractual obligation for such services. The time, place, and manner in which these services are implemented shall be in the sole discretion of the Pottawattamie County Sheriff's Office.

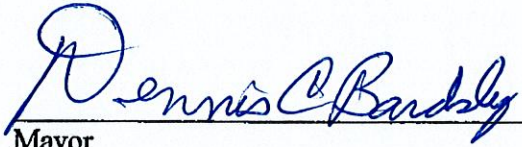
5. This contractual agreement shall commence on the 1st day of July, 2021, and shall continue for one year ending on the 30th day of June, 2022. The contract shall be reviewed annually in December of the contract year. This Agreement is renewable on an annual basis upon mutual agreement of the parties herein. If agreement is not reached by the end of December in the given contract year, this contract shall automatically terminate on June 30 of the following year.

6. In accordance with Chapter 28E, Code of Iowa, a copy of this agreement shall be filed with the Secretary of State and recorded with the Pottawattamie County Recorder. Signatures will include the Mayor of Underwood, Iowa, the City Clerk of Underwood, Iowa, the Pottawattamie County Sheriff, Pottawattamie County Auditor, and the Chairperson of the Board of Supervisors. The city seal shall be affixed to the contract before returning to the county for filing.

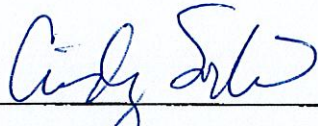
7. City shall not be required to assume any liability for payment of salaries, wages or other compensation for any county personnel performing services under this contract, and shall not be liable for compensation for any indemnity to any county employee for injury or sickness arising out of his/her employment, and the County agrees to hold harmless the City against any such claim. County, its officers and employees, shall not be deemed to assume any liability for intentional or negligent acts of City, its officers or employees, and City shall hold County, its officers and employees harmless there from, and shall defend said County and its officers and employees against any claim for damages resulting there from. City is not responsible for any act, injury or damage arising out of the performance of this contract by County, and in case any claim is made by any third party, County shall defend, indemnify and hold harmless City.


8. This contract may be terminated by either party for any reason. Termination is effective upon a three (3) month written notice to either party, and this shall be accomplished by certified mail or personal service by service upon the Pottawattamie County Board of Supervisors at 227 South 6th Street, Council Bluffs, Iowa 51501, or upon written notice to the City Clerk of City.

\_\_\_\_\_  
Chair, Pottawattamie County  
Board of Supervisors

  
\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Melvyn J. Houser  
Pottawattamie County Auditor

  
\_\_\_\_\_  
City Clerk

  
\_\_\_\_\_  
Andy Brown  
Pottawattamie County Sheriff

(CITY SEAL)

## LAW ENFORCEMENT SERVICES CONTRACT

On this 1st day of July, 2021, the incorporated **City of Walnut, Iowa**, hereinafter referred to as "City", and **Pottawattamie County, Iowa**, hereinafter referred to as "County", enter into the following agreement:

1. The County will provide the City with law enforcement services through the Pottawattamie County Sheriff's Office. These services will include but not be limited to:
  - A. Radar operations to control speed.
  - B. Issuing citations under city ordinances at request.
  - C. Housing inmates who have been incarcerated under a city ordinance without charge to the city.
  - D. Service of abatement notices on request.
  - E. Periodically checking commercial building for unlocked doors and trespassers.
  - F. Investigation of traffic accidents and complaints.
  - G. Providing a detective division to investigate crimes and conduct on-going investigations.
  - H. Providing services by the Pottawattamie County Drug Task Force.
  - I. Supplying schools or community clubs with officers and materials for special programs and talks upon request.
  - J. Routine patrols and special patrols upon request by the mayor or members of the city council.
  - K. Supply fully equipped patrol cars with radio, lights, siren, and all related equipment, gasoline and oil, tires, and maintenance, uniforms, and all other personal equipment for sheriff's deputies.
  
2. In consideration for the law enforcement services above described, City will pay a per capita rate of \$18.57 (based on the 2010 census figures of 785) to County, which amounts to the annual sum of \$14,577.00. This shall be billed by the Pottawattamie County Sheriff's Office and paid in equal quarterly installments to the Pottawattamie County Sheriff's Office on July 1, October 1, January 1, and April 1.

(PARAGRAPH 3 IS OPTIONAL: STRIKE IF CITY DOES NOT INTEND TO CONTRACT FOR ADDITIONAL COVERAGE)

3. That City wishes to contract for additional guaranteed coverage within the City limits of City. In consideration for this extra coverage, County is guaranteeing 0 hours of patrol / coverage per day within the City limits of City. The cost of this additional coverage is \$9,294.00 for an hour of additional coverage for 365 days during the year. This amount shall be paid in equal quarterly installments as set forth in Paragraph 2.

4. Law enforcement policy, regulations and other matters pertaining to the employment of Pottawattamie County Deputy Sheriffs are to be determined solely by the Pottawattamie County Sheriff. The Pottawattamie County Sheriff's Office will provide law enforcement services 24 hours a day in such a manner as to afford the maximum possible law enforcement to all the citizens of the county to whom the sheriff owes a statutory or contractual obligation for such services. The time, place, and manner in which these services are implemented shall be in the sole discretion of the Pottawattamie County Sheriff's Office.

5. This contractual agreement shall commence on the 1st day of July, 2021, and shall continue for one year ending on the 30th day of June, 2022. The contract shall be reviewed annually in December of the contract year. This Agreement is renewable on an annual basis upon mutual agreement of the parties herein. If agreement is not reached by the end of December in the given contract year, this contract shall automatically terminate on June 30 of the following year.

6. In accordance with Chapter 28E, Code of Iowa, a copy of this agreement shall be filed with the Secretary of State and recorded with the Pottawattamie County Recorder. Signatures will include the Mayor of Walnut, Iowa, the City Clerk of Walnut, Iowa, the Pottawattamie County Sheriff, Pottawattamie County Auditor, and the Chairperson of the Board of Supervisors. The city seal shall be affixed to the contract before returning to the county for filing.

7. City shall not be required to assume any liability for payment of salaries, wages or other compensation for any county personnel performing services under this contract, and shall not be liable for compensation for any indemnity to any county employee for injury or sickness arising out of his/her employment, and the County agrees to hold harmless the City against any such claim. County, its officers and employees, shall not be deemed to assume any liability for intentional or negligent acts of City, its officers or employees, and City shall hold County, its officers and employees harmless there from, and shall defend said County and its officers and employees against any claim for damages resulting there from. City is not responsible for any act, injury or damage arising out of the performance of this contract by County, and in case any claim is made by any third party, County shall defend, indemnify and hold harmless City.

8. This contract may be terminated by either party for any reason. Termination is effective upon a three (3) month written notice to either party, and this shall be accomplished by certified mail or personal service by service upon the Pottawattamie County Board of Supervisors at 227 South 6th Street, Council Bluffs, Iowa 51501, or upon written notice to the City Clerk of City.



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Chair, Pottawattamie County  
Board of Supervisors

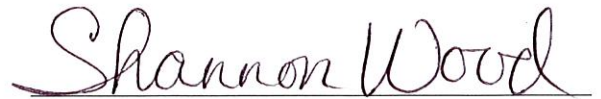


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Mayor


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Melvyn J. Houser  
Pottawattamie County Auditor



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City Clerk



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Andy Brown  
Pottawattamie County Sheriff

(CITY SEAL)

**Other Business**

**John Rasmussen/County Engineer**

**Discussion and/or decision to approve  
revisions to Employment Agreement and  
to authorize Chairman to sign  
Employment Agreement.**

**Jana Lemrick/Director, HR –  
Discussion and or decision to approve  
and authorize Board to sign:**

**2021-2022 Union Contract between  
Pottawattamie County, Pottawattamie  
County Sheriff's Office, and General  
Drivers and Helpers Union Local No. 554  
Affiliate of the International Brotherhood  
of Teamsters (Pottawattamie County  
Detention Officers).**



AGREEMENT

Between

**POTTAWATTAMIE COUNTY, IOWA,  
POTTAWATTAMIE COUNTY SHERIFF'S OFFICE**

and

**GENERAL DRIVERS AND HELPERS UNION  
LOCAL NO. 554  
AFFILIATE OF THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

July 1, 2021

To

July 1, 2022

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## **PREAMBLE**

THIS AGREEMENT is executed by POTTAWATTAMIE COUNTY, IOWA, hereinafter called "Employer," and General Drivers and Helpers Union Local No. 554, POTTAWATTAMIE COUNTY DETENTION OFFICERS, hereinafter called "Union."

## **ARTICLE 1 RECOGNITION**

The Employer recognizes the Union as the sole and exclusive bargaining representative for those employees of Pottawattamie County, Iowa in the following bargaining unit established pursuant to Order of Certification in PERB Case No. 5890, to wit:

INCLUDED: Detention Officer

EXCLUDED: Detention Manager, Business Manager, Chief Deputy, Detention Supervisors, Jail Administrator, Jail Maintenance Superintendent, Secretary, Sheriff, Training Supervisor, and all other persons excluded by Section 4 of the Iowa Public Employment Relations Act of 1974

and including or excluding those employees added or deleted to the bargaining unit by the Public Employment Relations Board during the effective period of this Agreement.

**ARTICLE 2**  
**INTENT AND PURPOSE**

The Employer, the Union and their employees recognize and declare the necessity of providing the most efficient and highest quality services for the citizens and taxpayers of Pottawattamie County.

The Employer, the union and their employees further recognize and declare their mutual desire to promote harmonious relationships among the parties covered by this Agreement to establish equitable and peaceful procedures for the resolution of grievances, and to assure the effective and efficient operation of the Pottawattamie County Jail.



**ARTICLE 3**  
**DEFINITIONS**

Employees shall refer to all Detention Officers of the Sheriff's Department.

Employer shall refer to the Sheriff acting on behalf of Pottawattamie County and the Pottawattamie County Board of Supervisors.

Department shall mean the Sheriff's Department.

A part-time employee is an employee who works less than a normal eighty (80) hour pay period and is hired for an indefinite period.

Part-time employees are not included within the bargaining unit, are not entitled to any of the benefits of this Agreement, and shall not become regular employees unless first hired as permanent employees and thereafter successfully complete the applicable introductory period.

An introductory employee is an employee who has not successfully completed twelve (12) months of continuous services. During the introductory period, such employee may be removed or discharged by the Sheriff without cause. Introductory employees shall be entitled to utilization of sick leave and leaves of absence as stated in this Agreement.

A regular employee is an employee, other than part-time employee, who has completed the introductory period.

A shift is defined as a set period of time worked.

A team is defined as a group of Detention Officers assigned to work a particular shift under the direction of a Detention Supervisor.

A position is defined as an assignment on any shift. The employee shall maintain a posting of the facility staffing plan which shall include a listing of all positions.

A spouse is defined as a husband or wife as defined or recognized in the state where the individual was married, including in a common law marriage or same sex marriage.

A parent is defined as a biological, adoptive, step or foster father or mother, or any other individual who stood *in loco parentis* to the employee when the employee was a child. This term does not include “parents in law.”

A son or daughter is defined as a biological, adopted or foster child, a step child, a legal ward or a child of a person standing *in loco parentis*.

**ARTICLE 4**  
**MANAGEMENT RIGHTS**

In addition to all powers, duties and rights of the Employer established by constitutional provision, statute, ordinance, charter or special act, the Union recognizes the powers, duties and rights which belong solely, and exclusively to the Employer, to-wit:

- a) the right to manager the Employer's operations; to direct the working force; to ensure compliance with Iowa State Jail Standards;
- b) the right to hire employees;
- c) the right to maintain order and efficiency;
- d) the right to extend, maintain, curtail or terminate operations of the Employer;
- e) the right to determine the size and location of the Employer's operations and to determine the type and amount of equipment to be used;
- f) the right to assign work, the right to assign teams, the right to determine methods and material to be used, including the right to introduce new and improved methods or facilities and to change exiting methods and facilities;
- g) the right to create, modify and terminate departments, job classifications, positions, and job duties;
- h) the right to transfer, promote and demote employees;
- i) the right to lay off;
- j) the right to determine the number of persons to be employed by the Employer in a division;
- k) the right to enforce and require employees to observe rules and regulations set forth by the Employer;

provided, however, that these rights will not be used for the purpose of discriminating against any employee because of his/her membership or non-membership in the Union. The list of management rights set forth above is not exclusive and it is understood that except as specifically and expressly modified or limited by this Agreement, all of the rights, powers and authority and prerogatives the Employer had prior to this Agreement are retained by and reserved to it and shall remain within its exclusive control.

**ARTICLE 5**  
**UNION RIGHTS AND RESPONSIBILITIES**

The Union recognizes its responsibilities as the exclusive bargaining representative of the employees within the bargaining unit, and its duty to seek fair compensation and safe working conditions for its members. Further, the Union realizes that in order to provide maximum opportunities for continuing employment and fair compensation, the Employer must be able to operate efficiently and at the lowest reasonable cost. The Union, therefore, agrees to cooperate in the attainment of these goals and agrees to the following, to-wit:

- a) that it will cooperate with the Employer and supports its efforts to assure a full and fair day's work on the part of its employees;
- b) that it will earnestly strive to improve and strengthen good will between and among the County and its employees, the Union and the public.

The Employer will not interfere with the right of its employees to become members of the Union. The Union will not interfere with the right of the employees to refrain from Union membership. There shall be no discrimination by the Employer of the Union because of membership or non-membership in the Union. The parties will not discriminate against an employee because of an employee's support or non-support, of participation or non-participation, in Union affairs and activities. The Union agrees that neither it nor any of its officers or agents will engage in any Union activity which will interrupt or interfere with the operation of the Employer.

For purposes of conducting Union business, the Employer agrees that duly authorized representative of the Union may have access to the Employer's premises with the prior consent of the Jail Administrator or designee. Such visits shall not interfere with the performance of the job duties of any employee.

The Employer may permit a limited amount of legitimate Union activity by local Union representatives, provided that such activity does not interfere with the performance of the job duties of any employee to be away from his/her assigned place of work, and provided further that work load requirements will not suffer as a result of such activity. The names of such authorized representatives shall be supplied to the Employer in writing and updated as changes occur. The Sheriff's Department reserves the right to limit the number of employees involved and type of activity to be held.



**ARTICLE 6**  
**WORK STOPPAGE**

The employer agrees that during the term of this Agreement, it will not engage in any lockout of its employees.

The Union agrees that neither it nor its officers or agents will cause, authorize, induce, encourage, instigate, ratify, condone or participate in any work stoppage, strike, slowdown or illegal picketing, including a refusal to cross any picket line, or any other action which interrupts or interferes with the operation of the Employer.

No employee shall cause; authorize, induce, encourage, instigate, ratify, condone or participate in any work stoppage, strike, slowdown or illegal picketing, including a refusal to cross any picket line, or any other action which interrupts or interferes with the operation of the Employer.

In the event of a violation of paragraph 3 of this Article or Section 12 of the Iowa Public Employee's Relations Act by an employee, the Union agrees that it will take immediate, affirmative steps with the employee involved, including but not limited to sending out public announcements, letters, bulletins, telegrams and employee meetings, to bring about an immediate resumption of normal work.

In the event of a violation of any paragraph above, all legal censures of this act shall apply.

**ARTICLE 7**  
**GENERAL PROVISIONS**

This Agreement shall be construed under the laws of the State of Iowa. Whenever the context of this Agreement permits, the masculine gender includes the feminine, the singular number includes the plural, the reference to any party includes its agents, officials and employees.

In the event any Article, section or portion of this Agreement should be held invalid and unenforceable by any court of competent jurisdiction, such decision shall apply only to the specific Article, section or portion thereof specifically specified in the court's decision; and upon issuance of such a decision for the invalidated Article, section or portion thereof.

This Agreement constitutes the entire agreement between the parties. The parties acknowledged that during the negotiation which resulted in this Agreement, each had the right and opportunity to make proposal with respect to any subject or matter not removed by law from the area of bargaining and that the understandings and agreements reached are set forth in this Agreement. Therefore, the County and the Union, for the life of this Agreement, each agrees that the other shall not be obligated to bargain collectively with respect to any subject covered in the Agreement, or with respect to any subject or matter not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

## **ARTICLE 8 OVERTIME**

### **A. Overtime**

Overtime shall be defined as any time properly authorized or approved by the Employer and actually worked in excess of twelve (12) hours in any calendar days, or in excess of the employee's regularly scheduled work hours not withstanding Section B. It is the policy of the Employer to keep overtime work to a minimum.

No Employee shall be paid or otherwise compensated more than once for work performed; nor shall pay, compensation or benefits be pyramided.

Overtime work shall be mandatory when required by the Employer and the employee shall work the hours directed by the Employer. Overtime shall not be used to punish or reward employees.

Overtime will be compensated at one and one-half (1 ½) times the employee's regular straight time hourly rate of pay, which shall be computed on the basis of the number of work hours per year except in specific areas of sick leave usage not withstanding Section B.

### **B. Sick Leave not Considered Hours Worked**

All overtime hours, with the exception of involuntary overtime, worked on the calendar day immediately prior to or the calendar day immediately after a scheduled work shift in which sick leave has been utilized shall be paid at the straight time rate on an hour for hour basis. For example, if an employee utilizes 4 hours of sick leave and works 6 hours of overtime the next day, the first 4 hours are paid at straight time and the remaining 2 hours are paid at the overtime rate.

All hours worked on a regular day off that falls immediately after a scheduled work day in which sick leave has been utilized shall be paid at the straight time rate on an hour for hour basis. See above example.

Involuntary overtime hours worked shall be paid in accordance with Section E, Involuntary Overtime.

### **C. Planned Overtime (Overtime outside 72 hours of the need)**

When a supervisor learns about the need for planned overtime on his/her shift, the supervisor shall, as soon as possible, notify all staff for someone to work overtime by posting a planned overtime sign-up sheet in master control and/or the County's computerized intranet system. The most senior employee to physically sign the planned overtime sign-up sheet shall be given the overtime assignment, unless the employee is restricted for other reasons. Any employee who fails to work the assigned overtime may be ineligible to work any planned overtime or to sign the planned overtime sign-up sheet for forty-five (45) calendar days. Employees must have a twenty-four (24) hour break in duty for every period of regularly scheduled time off. For example, employee has Monday and Tuesday as regular scheduled days off. The employee may only work overtime on either Monday or Tuesday, but not both. When no employee accepts the assignment on a voluntary basis within 72 hours of the need, the supervisor shall utilize the voluntary overtime sign-up sheet.

D. Voluntary Overtime Sign-Up Sheet (Overtime within 72 hours of the need)

The overtime sign-up sheet will be posted for employees to sign-up for voluntary overtime up to 30 days in advance. The list will be maintained by the Employer on a weekly basis. The sign-up sheet will be divided into days of the week and into day shift (any position starting between the hours of 0600 and 1800) and night shift (any position starting between the hours of 1800 and 0600). Night premium rate and pay will remain as stated in the Labor Agreement (hours worked between 1800 and 0600).

Employees interested in any overtime available must physically sign the voluntary overtime sign-up sheet. The Employer will use this as the overtime coverage list. Overtime shall be given to the most senior employee who signs the voluntary overtime sign-up sheet, unless the employee is restricted for other reasons. Any employee who fails to work the assigned overtime shall be ineligible to work any voluntary overtime or sign the voluntary overtime sign-up sheet for forty-five (45) calendar days. An employee may only remove their name from the voluntary overtime sign-up sheet by written request to the Supervisor.

Employees must have a twenty-four (24) hour break in duty for every period of regularly scheduled time off. For example, employee has Monday and Tuesday as regular scheduled days off. The employee may only work overtime on either Monday or Tuesday, but not both.

E. Involuntary Overtime Sign-Up Sheet



If no employee accepts or is available for overtime assignment the supervisor shall utilize the primary involuntary overtime list to contact the assigned employee for that specific workday and order that employee to work. This list shall be maintained by the shift supervisors and shall include all employees assigned to the shift. Employees must physically sign the primary involuntary overtime calendar sign-up sheet and select which days they would be available for involuntary overtime. Employees must also physically sign the secondary involuntary overtime calendar sign-up sheet and select which days they would be available for involuntary overtime. The secondary involuntary overtime list will be used if the employee on the primary list has called in for their shift.

The Employer will use this as the overtime coverage list. Overtime shall be given to the most senior employee who signs the voluntary overtime sign-up sheet, unless the employee is restricted for other reasons. Any employee who fails to work the involuntary calendar overtime shall be ineligible to work any voluntary overtime or sign the voluntary overtime sign-up sheet for forty-five (45) calendar days. An employee may only remove their name from the involuntary calendar overtime sign-up sheet by written request to the Supervisor.

An employee who has been ordered to work overtime may locate another employee who is willing to work overtime in his/her place, as long as the other employee is not restricted from overtime.

In the event an employee is ordered overtime for two (2) hours or fourteen (14) hours twenty (20) minutes in any shift, such two (2) hours would be compensated at the rate of time and one half (1 ½) times the employees' regular rate of pay.

In the event an employee is ordered to work overtime for more than two (2) hours up to a maximum of sixteen (16) hours twenty (20) minutes in any shift, such two (2) hours would be compensated at the rate of two (2) times the employee's regular rate of pay. **No** employee shall be required or ordered to work beyond sixteen (16) hours twenty (20) minutes in any shift.

In the event of a facility emergency, a supervisor may order any or all of the employees to remain on duty and/or may order employees to report to the facility.

#### F. Compensatory Time

An employee may choose compensatory time off in lieu of overtime or call back time.

An employee desiring compensatory time off rather than overtime pay shall notify the Employer in writing prior to the cutoff period for computing wages for the period in which the payment would ordinarily have been made. The Employer shall keep a record of any compensatory time which an employee has earned or used and the employee may request to see such record at any reasonable time.

Compensatory time will be taken at times requested by the employee after it is approved in writing on a form as approved by the employer.

A maximum of ninety-six (96) hours of compensatory time may be accumulated by an employee. This maximum may be extended may be extended by the Sheriff or his designee due to emergency situations. Every effort will be made not to carry over any accumulated compensatory time to the next contract year. An employee who has accumulated more than ninety-six (96) hours of compensatory time shall be compensated for all hours in excess of ninety-six (96) hours.

**ARTICLE 9**  
**HOLIDAYS**

Employees are provided ten (10) paid holidays, to-wit: New Year's Day, President's Day, Martin Luther King, Jr. Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving and Christmas Day.

Employees shall receive their ten (10) paid holidays on January 1<sup>st</sup> of each calendar year. New employees hired after January 1<sup>st</sup>, shall receive holiday leave on a pro-rated basis for their 1<sup>st</sup> year of employment.

A holiday for time worked shall be comprised of one twenty-four (24) hour period commencing at 12:00 am midnight and ending the following 12:00 am midnight.

A continuous shift employee, who works the actual holiday not the County recognized holiday, shall be compensated at a rate of one and one-half (1 ½) times the regular rate of pay for the actual number of hours worked.

Earned holidays shall not be carried over into the next calendar year and shall be paid at the straight time rate.

Introductory employees will receive the designated holidays as regular employees.

Upon resignation, retirement, death or discharge from employment, holiday benefits shall be pro-rated and remaining holiday leave hours shall be paid to or deducted from the employee or the employee's estate.

Holiday time off requests shall be handled as outlined in Article 11, Vacation.

**ARTICLE 10**  
**LEAVES OF ABSENCES**

A. Sick Leave

Employees shall be granted twelve (12) hours of sick leave per month, and shall have the right to accumulate unused sick leave up to a maximum of one thousand forty (1040) hours. An introductory employee will not be allowed sick leave until the employee completes six (6) months of employment, at which time such employee will be credited with the number of days earned from the employee's date of hire.

Sick leave shall not be considered as a vested right and may not be used at the employee's discretion, but shall be allowed only for the following reasons;

1. Serious or confining illness of the employee.
2. a) An employee may utilize up to sixty (60) hours of sick leave per calendar year for the care and necessary attention to ill or injured members of the employee's immediate family. Immediate family, for purposes of this section, is defined as husband, wife, child, foster child, stepchild or parent.  
  
b) The employee may be allowed to utilize up to two-hundred-forty (240) hours of their sick leave if a serious health condition affects a member of the employee's immediate family. When granting additional sick leave, the county shall adhere to the definition of a "serious health condition" as outlined in the Family & Medical Leave Act of 1993. In order to qualify for additional sick leave, the employee must have a FMLA request on file accompanied by a physician's certification.
3. Medical, dental or optical appointments which cannot be scheduled during non-working hours. All efforts should be made to make medical, dental or optical appointments during non-working hours. Requests may be denied based on staffing levels.
4. Female employees may use accumulated sick leave for absences occasioned by complications from pregnancy, for childbirth and complications resulting from, and for recovery from childbirth or miscarriage.

The Employer reserves the right to require a physician’s certification for an absence due to sickness. The cost of obtaining a physician’s certification as required by the Employer pursuant to this paragraph shall be borne by the Employer.

The Employer requires a physician’s certification for an absence due to sickness of more than two (2) consecutive work days. The cost of obtaining a physician’s certification as required by the Employer pursuant to this paragraph shall be borne by the employee. Failure to provide a physician’s certification shall result in an unpaid, unexcused absence and appropriate disciplinary action shall be taken.

To be eligible for any type of sick leave payment, an employee shall notify the employer at least one (1) hour prior to start of the shift, but in any event, not later than the starting time of the employee’s workday, unless the personal illness or injury occurs while at work.

An employee using sick leave must provide to their supervisor a telephone number where they can be contacted. The County reserves the right to investigate any use of sick leave.

All types of sick leave may be taken in fifteen (15) minute incremental periods.

Upon normal retirement under IPERS, an employee may be eligible for retiree health insurance benefits. If an employee chooses to participate in the retiree health insurance program, he/she shall not be eligible for cash reimbursement of sick leave. If the IPERS retirement eligible employees is not eligible for the retirement health insurance benefits (did not have County health insurance while employee with the County) or chooses to waive the retiree health insurance benefits, he/she shall be eligible for cash reimbursement of their sick leave in accordance with the schedule outlined below.

<u>Years of Service</u>	<u>Sick Leave Balance</u>	<u>Conversion Rate</u>
20 Years	1,000 - 1,040 hours	100%
15 Years	1,000 - 1,040 hours	75%
10 Years	1,000 - 1,040 hours	50%
20 Years	751 – less than 1,000	75%
15 Years	751 – less than 1,000	50%
10 Years	751 – less than 1,000	25%



20 Years	600 – less than 751	50%
15 Years	600 – less than 751	25%
10 Years	600 – less than 751	15%

Upon death of a current employee (regardless of IPERS eligibility), the employees' beneficiary or estate shall be reimbursed for the employee's unused accumulated sick leave in accordance with the schedule outlined above.

**General Provisions**

Sick leave shall be reimbursed based upon the employee's regular rate of pay at the time of retirement or death. For budget purposes, if the retirement is not of an emergent nature, the County would like a six (6) month notification of the planned retirement date. Failure to give notice will not preclude benefit eligibility.

Termination of service shall terminate any and all obligation of the Employer in connection with unused sick leave time.

An employee who has accumulated 1,040 hours of sick leave may convert twenty-five percent (25%) of his/her accumulated sick leave in excess of 1,040 hours to vacation leave.

An employee who has exhausted their sick leave may participate in the sick leave donation program as outlined in the county personnel policy manual.

**B. Funeral Leave**

An employee, including an Introductory employee, will be granted not to exceed five (5) days of paid leave for bereavement and to attend the funeral services of the employee's spouse, parent or child (including foster/step child), be they related by blood or marriage.

An employee, including an introductory employee, will be granted not to exceed three (3) days of paid leave for bereavement and to attend the funeral services of the employee's brother, sister, grandparents, and grandchild be they related by blood or marriage.

Any employee who has completed the introductory period will be granted one-half (1/2) day of leave without pay to attend the funeral of a close family friend one (1) day of leave with pay to attend the funeral for a fellow employee or relative not listed above. In the event of the death of an employee of the Sheriff's Office, the Sheriff or his designated representative shall determine the minimum staffing requirements that will need to be in place at the time of the employee's funeral.

Employees must attend the funeral service in order to qualify for funeral leave pay.

C. Parental Leave

The Employee who has not given birth to the child shall be permitted to utilize sixty (60) hours of accumulated sick leave for the birth and/or care for a newly-born or newly-adopted child.

**ARTICLE 11  
VACATION**

Every employee shall be eligible for paid vacation time after six (6) months of service with the Employer.

Vacation allowances shall be earned based on the following schedule, providing that existing employees shall not have a reduction in the number of their vacation days:

<u>Employment Requirements</u>	<u>Vacation Period</u>
After 1 year of continuous service	96 hours per year
After 6 years of continuous service	144 hours per year
After 10 years of continuous service	168 hours per year
After 15 years of continuous service	192 hours per year
After 20 years of continuous service	200 hours per year

Employees shall receive 48 hours upon completion of six (6) months continuous service and the remaining 48 hours upon completion of one (1) year of service.

The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the payday immediately proceeding the employee's vacation period.

Vacation may be taken in one (1) hour incremental periods.

Initial Vacation Selection Period

Beginning December 5<sup>th</sup> of each year, each employee in order of seniority shall have the opportunity to select vacation days to be utilized between January 1<sup>st</sup> and the completion of the last pay period of the year. The vacation selection process shall be completed by January 1<sup>st</sup> of each year. Employees will not be allowed to make changes or cancel vacation requests until the initial vacation selection process has been completed.

Vacations will be granted in a reasonable amount of time, subject to the approval of the Employer. The request is to be made in writing. In the event of an emergency, the employee's immediate supervisor may approve or deny an immediate request for the use of vacation earned, taking into account the factors surrounding the request and shift coverage only.

If the workload permits vacation, but the number of persons on vacation must be limited, the following shall apply:

- The Employer shall have the right to approve or disapprove of an employee's requested vacation period, considering the scheduling requirements of the department, and shall not consider individual personalities, nor shall the Employer discriminate between or among employees.
- During the initial selection period when scheduling vacation days, in order for the requested day off to be considered a "vacation" day request, the employee must utilize a minimum of eight (8) hours vacation plus four (4) hours of ETO or twelve (12) hours of vacation time for requested time off. If the employee's vacation request is approved, the employee will not be allowed to switch the time off to holiday or compensatory time.
- Following the completion of the initial vacation selection period, each employee in order of seniority shall have the opportunity to select holidays to be utilized between January 1<sup>st</sup> and the completion of the last pay period of the calendar year. The holiday selection process shall be completed by January 1<sup>st</sup> of each year. Employees will not be allowed to make changes or cancel holiday requests until all selection processes have been completed.
  - After the initial selection periods, all vacation and holiday requests shall be equal and allotted on a first come first serve basis with seniority having no impact.
  - In order for the requested day off to be considered a "vacation" day request, the employee must utilize a minimum of twelve (12) hours of vacation time for the requested time off.
  - A full day earned leave (including compensatory time) request shall take precedence over a partial day earned leave request if submitted at least three (3) working days prior.
- In all cases compensatory time will not override a full day of vacation and/or holiday time.
- In order to cancel any earned leave request, the employee must give their supervisor written notification of the cancellation no later than 2 work days prior to the requested time off unless mutually agreed to.

Accordingly:

- a. The first vacation period earned, after completing one (1) full year of service, shall be taken prior to January 1, unless the Employer, for good cause, extends the period.
- b. Thereafter, on January 1 of each year, the Employer will credit each employee with the amount of vacation the employee will earn on the employee's next anniversary date, determine on the basis of the contract in effect on that January 1. If an employee uses vacation credited on January 1, prior to the time the vacation is earned, and if the employee is terminated for any reason prior to the time the vacation is earned, the employee will reimburse the Employer for the vacation period.
- c. No employee shall be entitled to vacation pay in lieu of vacation.
- d. Up to sixty (60) hours of vacation may be carried from one year to the next. If hours are carried over to the following year, they must be used on or before July 1 of the following year or they will be forfeited.



**ARTICLE 12**  
**DISCIPLINE**

It is the policy of Pottawattamie County that all employees are expected to comply with the County's standards of behavior and performance and that any noncompliance with these standards may result in disciplinary action. This policy does not modify the status of employees as "employees-at-will" or in any way restrict the County's right to bypass the disciplinary procedures suggested.

Comments:

- (1) The purpose of an employee disciplinary action is to advise the employee of his/her violation of policy in such a manner as to ensure that such behavior will not be repeated.
- (2) Disciplinary actions shall be progressive in nature for job performance issues only and shall include the following:
  - A. First Step: Documented Oral Reprimand
  - B. Second Step: Written Reprimand
  - C. Third Step: Suspension without Pay
  - D. Fourth Step: Discharge/Termination of Employment
- (3) Disciplinary actions shall be discussed with the employee and the employee shall be given a copy of the action. A copy shall also be forwarded to the Auditor's Office/Payroll Division for inclusion in the employee's personnel file.
- (4) Employees who have been suspended from work without pay or discharged and who have completed their Introductory Period, may process a grievance through the grievance procedure.

Oral and written reprimands may be protested in writing by the employee and such protests will be placed in the employee's personnel file.
- (5) In cases involving serious misconduct, or any time the Department Head determines it is necessary, such as a major breach of policy or violation of law, the procedures of progressive discipline may be disregarded. Typically, the Department Head should suspend the employee immediately (with pay) and begin an investigation of the incidents leading up to the suspension, to determine if any further action, such as unpaid suspension or termination, should be taken.

- (6) The County has the right to discipline which may include a suspension and/or termination of any employee immediately for the following actions. This list is a guideline and is not considered an all exclusive list.
- (a) Engaging in or threatening acts of workplace violence, including but not limited to:
    - (i) Possessing firearms or other weapons on County property (other than certified law enforcement)
    - (ii) Fighting, assaulting or bullying a coworker, supervisor, guest, or customer;
    - (iii) Threatening or intimidating a coworker, supervisor, customer, or guest;
  - (b) Engaging in any form of sexual or other unwelcome harassment;
  - (c) Reporting to work under the influence of alcohol or illegal drugs, using, selling, dispensing, or possessing alcohol or illegal drugs or narcotics on County premises;
  - (d) Reporting to work or performing job duties in an unfit condition because of the consumption or misuse/abuse of prescription or over-the-counter medications or selling or dispensing prescription medications on County premises;
  - (e) Disclosing confidential County information;
  - (f) Failure to cooperate in a workplace investigation;
  - (g) Misrepresenting, falsifying, or altering any County record or report, such as an employment application, medical reports, expense accounts, and similar public records;
  - (h) Misrepresenting or falsifying timesheets, daily logs or any other time and attendance records for yourself or others;
  - (i) Stealing, destroying, defacing, or misusing County property, unauthorized personal use of county funds or property or another employee's or customer's property; making unauthorized purchases on county credit card(s);
  - (j) Employment connected theft, burglary, or battery;
  - (k) Misusing County communications systems, including the county website, electronic mail, computers, Internet access, and telephones
  - (l) Accessing pornographic websites;
  - (m) Refusing to follow Department Head or Supervisor instructions concerning a job-related matter or being insubordinate; insubordination; failure to follow directions;
  - (n) Failing to wear a seat belt or other assigned safety equipment or failing to abide by safety rules and policies (willful violation) and failing to adhere to job related work restrictions or accommodations;

- (o) Soliciting or distributing information in violation of County policies;
  - (p) Accessing personal websites during working hours such as “My Space”, “Facebook”, “Twitter”, personal blogging and other similar websites.
  - (q) Smoking where prohibited by state law, local ordinance or County rules;
  - (r) Using profanity or abusive language;
  - (s) Sleeping on the job without authorization;
  - (t) Gambling on County property;
  - (u) Playing pranks or engaging in horseplay at the workplace;
  - (v) Wearing unprofessional or improper attire or having an inappropriate personal appearance; (sloppy, unkept appearance);
  - (w) Conducting personal business during working hours;
  - (x) Using county property for personal gain or using county position for personal gain;
  - (y) Unlawfully destroying county or work property including records;
  - (z) Willful and/or reckless neglect of duty;
  - (aa) Dishonesty;
  - (bb) Any absence of three (3) or more consecutive work days without an excuse or notification; excessive absenteeism and late arrival (tardy).
  - (cc) Violation of County electronic communications policies and procedures.
- (7) An employee who is represented by a union may request that a union representative be present at any meeting and/or investigative interview which may lead to or result in disciplinary action. Employees represented by a union should also refer to the appropriate union contract for disciplinary procedures.
- (8) The Human Resources Department along with the County Attorney’s Office should review and approve all recommendations for unpaid suspensions or terminations before any final action is taken.
- (9) If a disciplined employee works twelve (12) consecutive months without further disciplinary action under this policy, the next failure to meet behavior or performance standards may be treated as a first occurrence under this policy. However, the County may still consider all past disciplinary actions in evaluating the employee’s job performance.

**ARTICLE 13**  
**GRIEVANCE PROCEDURE**

A grievance is defined as a dispute an employee may have with the Employer concerning the interpretation, application or violation of the express terms of this Agreement by the Employer. The time for filing a grievance shall commence when the employee receives notification of the change. Should an employee have a grievance, it shall be adjusted in the following manner.

The employee or the Union representative may initiate a conference with the immediate Supervisor in an attempt to resolve the issue.

Step 1. If the grievance is not settled by informal conference, the employee or the Union representative may initiate a grievance within fourteen (14) calendar days after the alleged incident upon which the grievance is based. At this point the grievance shall be reduced to writing, signed by the employee or the Union representative, and will specifically state the facts and provisions of the alleged violation. The written grievance shall be submitted to the Jail Administrator or his designee, who shall answer in writing within seven (7) calendar days after the grievance is presented. The Employer and the Union may, by mutual agreement, extend any of the time limits set forth in this article.

Step 2. If the grievance is not settled in Step 1, it may be submitted within seven (7) calendar days to the County Sheriff or his/her designated representative who shall answer in writing within seven (7) calendar days after the grievance is presented.

Step 3. If the grievance is not settled in step 2, it may be appealed to arbitration by the Union. Written notice of a request for arbitration must be submitted to the County Sheriff within seven (7) calendar days after the answer is due in step 2. When a timely request has been made for arbitration, a representative of the Employer and a representative of the Union shall select a mutually agreeable arbitrator to hear and determine the grievance. If the representatives of the parties are unable to agree upon the selection of the arbitrator within seven (7) calendar days of the Employer's receipt of the arbitration notice, either party may request the Federal Mediation and Conciliation Service to submit a list of five (5) arbitrators. Upon receipt of the list, the party requesting arbitration shall strike the first name; the other party shall then strike one (1) name, and this process will be repeated so that the remaining person shall be the arbitrator. Either party, upon receipt of the list of five (5) persons, may reject the list in total and request another list.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the specific issue or issues submitted in writing to the parties and shall have no authority to make a decision on any other issue not so submitted.

The arbitrator shall submit the decision in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision of the arbitrator shall be final and binding on both parties.

The fees and expenses of the arbitrator will be charged equally by both parties. Each party will pay its own cost of preparation and presentation for arbitration. No stenographic transcript of the arbitration hearing shall be made unless requested by a party. The cost of stenographic reporting of the hearing shall be borne by the party requesting the same, except that the other party may request a copy of such transcript, in which case the parties shall equally divide the cost of stenographic reporting and of the transcripts.

If an answer to a grievance is not presented to the employee by the Employer within any of the time limits specified in this Article, it is presumed that the grievance is denied and the employee may proceed to the next step of the grievance procedure. Failure by an employee, his/her representative, or the Union to initiate or process a grievance within the time limits specified shall constitute a bar to initiating or processing such grievance.

Grievances may be investigated, processed and presented by a representative during working hours within reasonable time limits without loss of pay, provided notice is given and the workload permits.



**ARTICLE 14**  
**PROCEDURES FOR STAFF REDUCTION**

In the event the Employer determines that employee must be laid off, the Union shall be notified in writing within ten (10) administrative working days after the determination.

Employees shall be laid off as follows:

- a) Layoffs shall be determined on the basis of Seniority, with less senior employees being the first to be laid off; and
- b) If the number of employees to be laid off within the classification exceeds the number of employees in category (a) or there are no employees who come within category (a), the Employer shall consider qualifications, ability to perform, and seniority, and if qualifications and ability to perform are equal between and among affected employees, seniority shall govern. Employees who have been previously working in a lower grade classification will be able to return to that classification at the lower grade of pay in the employee's present step in the event of a layoff. Temporary, part-time and introductory employees performing duties within the job classification from which employees have been or are to be laid off, are to be laid off first and have no recall rights.

An employee to be laid off will be notified thereof in writing at least ten (10) working days prior to the effective date of the layoff.

Within the job classification laid off, employees will be returned to work in the reverse order in which they were laid off. No new employees will be hired for a job in the classification from which employees have been laid off until all employees laid off from that classification have been given notice of recall.

An employee who is laid off shall keep the Employer advised of the employee's current mailing address. Notice of recall shall be sent by certified mail to the employee's latest advised address.

Once notified by the Jail Administrator or their designee, the employee shall be given 72 hours to respond. In the event the employee accepts, the start date will be decided by the Jail Administrator.

**ARTICLE 15**  
**HEALTH AND SAFETY**

The Employer agrees to continue to make reasonable provisions for the health and safety of its employees during the hours of employment.

Equipment furnished by the Employer shall be used properly and employee shall return to the Employer all equipment issued to the employee at such time as the employment is terminated.

If any employee is required to wear protective clothing, or any type of protective device as a condition of employment, such protective clothing or protective device shall be furnished to the employee by the Employer. The Employer shall pay the actual cost of repairing an article of such protective clothing or equipment which is damaged unintentionally while on the job.

If the Employer requires an employee to obtain a physical examination, the cost of the examination shall be provided by the Employer.

Drug and alcohol testing of employees will be required after all accidents which result in a death, personal injury or damage to property at the Sheriff's discretion. The employer will maintain a probable cause and random drug testing procedure.

## **ARTICLE 16 SHIFT BIDDING**

All bidding for shifts shall occur annually. The shift bidding shall occur between November 1<sup>st</sup> and November 7<sup>th</sup> of each year for shift changes beginning the first full pay period in January of the following year. Shift shall be awarded by seniority as set forth in Article 18. Shift assignments shall be posted by December 1st of each year. When a position is vacated due to illness, injury, or leave of absence such position will be filled by reassignment of an officer for up to three (3) months. At the time of shift bids, employees will designate the method of compensation for the shift briefing, for the year, either overtime pay or compensatory time. If compensatory time is chosen as the method of compensation for shift briefing, the employee will automatically receive overtime pay for the entire pay period if the compensatory time designation causes the employee to exceed the maximum number of compensatory hours allowed as set forth in article 7 Overtime.

Any new or vacant regular full-time Detention Officer positions which occur shall be posted for bid, except for temporary bid. The posting shall indicate the number of openings and the hours of duty, if known at the time of the posting. Any vacancy created by bidding procedure shall be filled by the determination of the Employer. The Employer will determine when a vacancy occurs.

The posting shall be for a minimum of five (5) days and shall specify the date and time which bids will be accepted. It will specify the position and shift, as well as any qualifications, certifications, experience or training required. Positions will be announced within ten (10) days of the closing of the bids. Positions will be awarded by seniority given the special qualifications and experience requirements allowed as set out above.

When it has been determined an employee will be off work for a period of three (3) months or longer due to illness, injury, or leave of absence, that employee's position shall be posted for bid on a temporary basis. The qualified senior bidder will be given the temporary bid and placed in that position in accordance with the labor agreement. The position vacated by the successful bidder will be appointed by the Employer.

In the event the employee returns to work, they will be returned to their original position. The employee covering this position through temporary bid status will be returned to their previous position. The appointed employee will be placed in any open position or will take the position of the lowest senior employee.

In the event the employee is unable to return to work, this position will be awarded until the next shift bid. The employee holding the position through temporary status will be awarded the position if they so desire. The appointed employee will be assigned to the open position.

**ARTICLE 17**  
**WAGES**

Effective July 1, 2021, all employees whose job classifications are represented by the Union, who are not on the step and grade, will receive a 2.5% wage increase.

Employee shall be compensated in accordance with the Wage Schedule attached hereto marked Exhibit A and herein incorporated by this reference.

Any employee whose pay is in dispute, or the employee's representative, shall have the right to examine the time sheets and other records pertaining to the computation of pay of that employee at reasonable times.

Employees who are eligible for the step increases shall receive the step increase July 1, 2021.



**ARTICLE 18**  
**SENIORITY**

For all purposes under this contract, seniority is defined as an employee's length of continuous services with the Pottawattamie County Sheriff's Department from his/her date of hire, except for bidding, in which case seniority shall be defined as the total number of days worked within a job classification.

The seniority list for employees shall be maintained by the Employer. Any protest as to the correctness must be made in writing to the Employer within ninety (90) calendar days from the date of hire.

The seniority list for employees shall be maintained by the Employer and renewed and posted on employee bulletin boards/company intranet every six (6) months. A copy of the seniority list shall be made available upon request by the Union. A seniority list for job classifications shall also be maintained by the employer. The same guidelines as above will dictate as to the times the list will be updated, posted and protested. Classification for the seniority list shall be:

1. Detention Officers

Seniority and the employment relationship shall be broken and terminated if an employee quits for any reason; is discharged for just cause; is absent from work three (3) consecutive working days without notification to and authorization from the Employer; is laid off for a period exceeding eighteen (18) months or the employee's seniority, whichever is lesser; is on layoff and fails to report to work within the time period set out in the Article on Procedures for Staff Reduction; or fails to report to work on the next scheduled workday at the completion of a leave of absence.

It is the right of the Employer to determine when a position is vacant and when it will be filed.

An employee who is promoted to a classification outside of the bargaining unit and subsequently returns to a classification within the bargaining unit shall be given full credit for the service earned prior to his/her promoted classification after he/she has fulfilled the introductory period. Seniority will be the total amount of service spent in both the bargaining and promoted classifications and may be used accordingly where seniority is referred to in this contract. If an employee returns to a bargaining unit classification between seniority bidding process, the employee may not exercise that seniority until the next regular bidding process is

held. Assignments, vacation schedules etc. will be at the discretion of the Sheriff until the next bidding process takes place.

**ARTICLE 19**  
**RETIREE HEALTH INSURANCE**

A Detention Officer who retires under normal IPERS and is at least age 55 may choose to continue in the County’s primary health insurance program and receive insurance coverage as provided for retirees until he/she reaches his/her 65<sup>th</sup> birthday. The County will assist the employee by paying a portion of the single premium for a period of 5 years from the date of retirement. During this 5-year period, the rate paid for by the County is based upon the employee’s continuous years of service with the Pottawattamie County Sheriff’s Office and his/her sick leave balance at the time of retirement. The County shall pay a percentage of the premium for single coverage only in accordance with the following schedule.

<u>Years of Service</u>	<u>Sick Leave Balance</u>	<u>Single Premium Rate Paid by County</u>
20 Years	1,000 - 1,040 hours	100% of active rate
15 Years	1,000 - 1,040 hours	75%
10 Years	1,000 - 1,040 hours	50%
20 Years	751 – less than 1,000	75%
15 Years	751 – less than 1,000	50%
10 Years	751 – less than 1,000	25%
20 Years	600 – less than 751	50%
15 Years	600 – less than 751	25%
10 Years	600 – less than 751	15%

Eligible employees must be enrolled in County insurance program prior to retirement. The retiree shall be provided coverage under the primary carrier selected by the County for active employees. If the employee elect’s family coverage he or she shall receive the benefit of the value of the payment of the single coverage as depicted within the schedule set forth above but shall be responsible for paying the differential between that value and the cost of the family coverage.

If federal legislative changes results in the alteration of the current Medicare eligibility age of 65, the parties agree to allow for a limited re-opener to discuss modifications of the retiree health insurance provision to allow for language changes necessary to properly reflect the intent of the parties in adopting the original retiree health insurance provision.

If the employee chooses to participate in the County's retiree health benefit as outlined above, the employee will not be eligible for the sick leave buyout at retirement. For budget purposes, if the retirement is not of an emergent nature, the County would like a six (6) month notification of the planned retirement date. Failure to give notice will not preclude benefit eligibility.

The employer recognizes its responsibilities to defend and indemnify its employees as a result of any tort for which they are held liable in accordance with Chapter 613A the 1981 Code of Iowa.

**ARTICLE 20**  
**UNION BUSINESS**

Section 1. Union Representatives The Employer agrees that accredited representative of the Local Union may be allowed the right to visit with the employees who are covered by this agreement to conduct Union business at any place during non-working hours or during working hours provided said visitation does not negatively affect the employees service to the public and with prior consent of the Jail Administrator or designee.

Section 2. Bulletin Boards The Employer will provide one bulletin board at the work site. The bulletin board will be made available to the appropriate Union official for the purpose of posting Union notices. The bulletin boards are to be used by the Union for notices only of the following: Union meetings, Union elections, Union appointments, Union recreational and social events, unemployment compensation information, and other materials of non-political, non-controversial nature. Upon written demand from the Employer, the Union shall promptly remove from such bulletin boards any material which is libelous, or in any way detrimental to the labor management relationship.

Section 3. Stewards The Union may appoint no more than two (2) stewards per shift and shall notify management of the names of the stewards. Stewards may handle grievances and related issues, meeting notifications, etc., but have no authority to dictate or coerce any job action contrary to this agreement. Stewards shall have reasonable access to telephones, for local calls only, in regards to grievance handling needs. In any interview where there is potential for discipline to be discussed or issued, the employee, upon request, shall have the right to have a steward present.

Section 4. In the event the Employer determines to contract out services, the Sheriff or his representatives will meet with the Union to discuss possible alternatives prior to the effective date of the action.

Section 5. The Employer agrees to grant necessary time off, without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention or service in any capacity on other official business, provided that fourteen (14) days written notice is given to the Employer, by the Union, specifying the length of time off. The Union agrees that, in making its request for time off for Union activities, due consideration shall be given to the number of employees affected in order that there shall be no disruption (including overtime) of the Employer's operation due to lack of available employees.





**ARTICLE 21**  
**INJURED ON DUTY POLICY**

An employee who is injured while performing their job duties for the County shall immediately report the injury to their immediate supervisor. In the case of an incapacitating injury, the report shall be submitted as soon as the employee is able to supply the necessary information.

An employee, including an introductory employee, who has been injured in the scope and course of his/her employment with the Employer and who is eligible for Worker's Compensation payments shall adhere to the Iowa Worker's Compensation statute. When an employee is entitled to Worker's Compensation benefits, that employee shall be eligible for a supplemental payment by the County. The employee will not be required to utilize sick leave or other paid leave while recovering from said injury for the first three hundred sixty-five (365) calendar days.

The supplemental payment shall be an amount equal to the difference between the employee's net pay and the amount of the weekly Worker's Compensation benefit the employee receives. "Net pay" for the purpose of this article shall mean the employee's base salary minus deductions for taxes, social security and IPERS.

The supplemental pay shall continue for three hundred sixty-five (365) calendar days, or until the employee has reached maximum medical improvement, whichever comes first. If a Worker's Compensation settlement is agreed upon and approved by order of a court of competent jurisdiction, the County shall provide no further supplemental benefit under the terms of this agreement.

The employee shall be entitled to a supplemental payment under this section in an amount that, when added to any Worker's Compensation benefit will result in the employee receiving total compensation greater than the average weekly net wage for the applicable period of time.

**ARTICLE 22  
EFFECTIVE PERIOD**

This Agreement shall be effective July 1, 2021 and shall remain in full force and effect through June 30, 2021.

This Agreement shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing no later than September 15 of each year that it wishes to modify this Agreement.

In the event that such a notice or modification is given, negotiations shall begin no later than the first day of October following such notification, unless the parties otherwise agreed upon a later date.

This Agreement shall remain in full force and effect while negotiations are in progress.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**POTTAWATTAMIE COUNTY  
BOARD OF SUPERVISORS**

**POTTAWATTAMIE COUNTY  
TEAMSTERS, LOCAL 554**

By \_\_\_\_\_  
Chairman

By \_\_\_\_\_

By \_\_\_\_\_  
Member

Title \_\_\_\_\_

By \_\_\_\_\_  
Member

By \_\_\_\_\_

By \_\_\_\_\_  
Member

Title \_\_\_\_\_

By \_\_\_\_\_  
Member

By \_\_\_\_\_  
Member



**WAGE SCHEDULE – EXHIBIT “A”  
DETENTION OFFICER**

EFFECTIVE: July 1, 2021											
All step increases effective July 1, 2021											
<b><u>Detention Officer - Hourly Rate</u></b>											
<b>Effective Date</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>
	23.2265	23.8072	24.4023	25.0124	25.6377	26.2787	26.9356	27.609	28.2992	29.0067	29.7319
*Note - Figures have been rounded for the purpose of this document.											
Official hourly wage rates are calculated by the Auditor's office/Payroll Division											

- Changes the schedule from 6 steps to 11 steps with 2.5% increments.
- Currently employees on steps would receive a 2.5% increase and then be placed on the step closest to that wage without going backwards.
- Employees who are topped out would receive a 2.5% increase
- Going forward, employees will receive one increase per year on July 1 – they will move steps if they are on the scale OR they will get the negotiated across the board increase if they are topped out.

**ARTICLE 22  
EFFECTIVE PERIOD**

This Agreement shall be effective July 1, 2021 and shall remain in full force and effect through June 30, 2022.

This Agreement shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing no later than September 15 of each year that it wishes to modify this Agreement.

In the event that such a notice or modification is given, negotiations shall begin no later than the first day of October following such notification, unless the parties otherwise agreed upon a later date.

This Agreement shall remain in full force and effect while negotiations are in progress.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives this 18th day of June, 2021.

**POTTAWATTAMIE COUNTY  
BOARD OF SUPERVISORS**

By \_\_\_\_\_  
Chairman

By \_\_\_\_\_  
Member

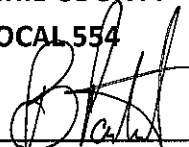
By \_\_\_\_\_  
Member

By \_\_\_\_\_  
Member

By \_\_\_\_\_  
Member

By \_\_\_\_\_  
Member

**POTTAWATTAMIE COUNTY  
TEAMSTERS, LOCAL 554**

By  \_\_\_\_\_

Title Vice President

By \_\_\_\_\_

Title \_\_\_\_\_



**Jana Lemrick/Director, HR –  
Discussion and or decision to approve  
and authorize Board to sign:**

**Agreement between Pottawattamie  
County and Pottawattamie County's  
Sheriff's Deputies Association, for July 1,  
2021 through June 30, 2023.**

AGREEMENT  
BETWEEN  
POTTAWATTAMIE COUNTY  
AND  
POTTAWATTAMIE COUNTY SHERIFF'S  
DEPUTIES ASSOCIATION

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July 1, 2021  
To  
June 30, 2023

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**PREAMBLE**

THIS AGREEMENT is executed by POTTAWATTAMIE COUNTY, IOWA, hereinafter called "Employer", and the POTTAWATTAMIE COUNTY DEPUTY SHERIFF ASSOCIATION hereinafter called "Association".

**ARTICLE 1  
RECOGNITION**

The Employer recognizes the Association as the sole and exclusive bargaining representative for those employees of Pottawattamie County, Iowa in the following bargaining unit established pursuant to Order of Certification in PERB Case No. 5889, to wit:

INCLUDED: Office Clerk, Civil Clerk, Crime Scene Technician, Evidence Technician, Court Security Deputy, Civil Deputy, Road Deputy and Corporal.

EXCLUDED: Office Assistant, Sheriff, Chief Deputy, Lieutenants, Sergeants, Office Coordinator, and all other persons excluded by Section 4 of the Iowa Public Employment Relations Act of 1974.

And include or excluding those employees added or deleted to the bargaining unit by the Public Employment Relations Board during the Effective period of this Agreement.

**ARTICLE 2**  
**INTENT AND PURPOSE**

The Employer, the Association and the employees recognize and declare the necessity of providing the most efficient and highest quality services for the citizens and taxpayers of Pottawattamie County.

The employer, the Association and the employees further recognize and declare their mutual desire to promote harmonious relationships among the parties covered by this Agreement to establish equitable and peaceful procedures for the resolution of grievances, and to assure the effective and efficient operation of Pottawattamie County.

**ARTICLE 3**  
**EQUAL OPPORTUNITY**

The Employer and the Association agree to cooperate fully to assure that there will be no unlawful discrimination against any employee or person seeking employment because of race, creed, color, national origin, sex, sexual orientation, gender identity or age and will afford equal opportunity in hiring the physically handicapped by using the Americans With Disabilities Act as its policy guide in adopting requirements of job positions to be filled.



**ARTICLE 4**  
**DEFINITIONS**

Employees shall refer to all employees of the Sheriff's Office. Office shall mean the Sheriff's Office.

Employer shall refer to the Sheriff acting on behalf of Pottawattamie County and the Pottawattamie County Board of Supervisors.

Part-time employees and temporary employees are not included within the bargaining unit, are not entitled to any of the benefits of this Agreement, and shall not become regular employees unless first hired as permanent employees and thereafter successfully complete the applicable introductory period.

Introductory Employees

- a. Deputy Sheriffs With regard to Deputy Sheriffs, per Iowa Code 341A.11, if the employee has successfully completed training at the Iowa law enforcement academy or a regional training facility certified by the director of the Iowa law enforcement academy prior to initial appointment as a deputy sheriff, the probationary period shall be for a period of up to nine months and shall commence with the date of initial appointment as a deputy sheriff. If the employee has not successfully completed training at the Iowa law enforcement academy or a regional training facility certified by the director of the Iowa law enforcement academy prior to initial appointment as a deputy sheriff, the probationary period shall commence with the date of initial employment as a deputy sheriff and shall continue for a period of up to nine months following the date of successful completion of training at the Iowa law enforcement academy or a regional training facility certified by the director of the Iowa law enforcement academy
- b. Other Employees With regard to all other employees, an introductory employee is an employee who has not successfully completed one (1) year of continuous service. During the introductory period, such employee may be removed or discharged by the Sheriff without cause.

A regular employee is an employee, other than a temporary employee or a part-time employee, who has completed the introductory period.

Anniversary Date shall be the most recent date of hire with the Pottawattamie County Sheriff's Office.

Compensatory Time shall be an employee's chosen way for compensation of overtime worked in lieu of pay at the rate of one and one half (1 ½) times. Employees may choose to cash out forty (40) hours of their accumulated compensatory time one time per fiscal year by providing the employer written notification three weeks in advance of the requested payment.

A day is defined as eight (8) hours for non-continuous shift employees and twelve (12) hours for continuous shift employees.

Continuous shift shall be a work schedule that allows for twenty-four (24) hour coverage.

A spouse is defined as a husband or wife as defined or recognized in the state where the individual was married, including in a common law marriage or same-sex marriage.

A parent is defined as a biological, adoptive, step or foster father or mother, or any other individual who stood *in loco parentis* to the employee when the employee was a child. This term does not include "parents-in-law".

A son or daughter is defined as a biological, adopted or foster child, a step child, a legal ward or a child of a person standing in loco parentis.

**ARTICLE 5**  
**MANAGEMENT RIGHTS**

In addition to all powers, duties and rights of the Employer established by constitutional provision, statute, ordinance, charter or special act, the Association recognizes the powers, duties and rights which belong solely and exclusively to the Employer, to-wit:

- a) the right to manage the Employer's operations and to direct the working force;
- b) the right to hire employees;
- c) the right to maintain order and efficiency;
- d) the right to extend, maintain, curtail or terminate operations of the Employer;
- e) the right to determine the size and location of the Employer's operations and to determine the type and amount of equipment to be used;
- f) the right to assign work, the right to determine methods and materials to be used, including the right to introduce new and improved methods or facilities and to change existing methods and facilities;
- g) the right to create, modify and eliminate departments, job classifications and job duties;
- h) the right to transfer, promote and demote employees;
- i) the right to suspend and discharge employees for proper cause;
- j) the right to lay off;
- k) the right to determine the number of persons to be employed by the Employer at any time;
- l) the right to enforce and require employees to observe rules and regulations set forth by the Employer:

provided, however, that these rights shall not be used for the purpose of discriminating against any employee because of his/her membership or non-membership in the Association.

The list of management rights set forth above is not exclusive and it is understood that except as specifically and expressly modified or limited by this Agreement, all of the rights, powers and authority and prerogatives the Employer had prior to this Agreement are retained by and reserved to it and shall remain within its exclusive control.

**ARTICLE 6**  
**ASSOCIATION RIGHTS AND RESPONSIBILITIES**

The Association recognizes its responsibilities as the exclusive bargaining representative of the employees within the bargaining unit and realizes that in order to provide maximum opportunities for continuing employment and fair compensation; the Employer must be able to operate efficiently and at the lowest possible cost. The Association, therefore, agrees to cooperate in the attainment of the goals and agrees to the following, to-wit;

- a) that it will cooperate with the Employer and support its efforts to assure a full and fair day's work on the part of its employees;
- b) that it will actively combat absenteeism and any other practice which restricts efficient operations of the Employer; and
- c) that it will earnestly strive to improve and strengthen good will between and among the County and its employees, the Association and the public.

The Employer will not interfere with the right of its employees to become members of the Association. The Association will not interfere with the right of the employees to refrain from Association membership. There shall be no discrimination by the Employer or the Association because of membership or non-membership in the Association. The parties will not discriminate against an employee because of an employee's support or non-support, or participation or non-participation, in Association affairs and activities. The Association agrees that neither it nor any of its officers or agents will engage in any Association activity which will interrupt or interfere with the operations of the Employer.

For the purpose of conducting Association business, the Employer agrees that a duly authorized representative of the Association may have access to the Employer's premises at reasonable times during working hours with the prior consent of the Shift Supervisor. Such visits shall not interfere with the performance of the job duties of any employee.

The Employer agrees to furnish and maintain bulletin boards or positions of bulletin boards, in convenient places, to be used by the Association. One (1) bulletin board shall be in the staff area for Road Deputies and one (1) in the staff area for Civil Deputies. The Association shall limit its posting of notices and bulletins to such bulletin boards and be responsible to

monitor posting to insure no derogatory material toward the County, Sheriff's Office or Employees is posted. Derogatory information shall include but not be limited to cartoons, caricatures, political comments, political advertisements and unsigned material. The Sheriff's Office reserves the right to recall any posted material it finds to be objectionable or inflammatory in nature.

The Employer may permit a limited amount of legitimate Association activity by local Association representatives, provided that such activity does not interfere with the performance of the job duties of any employee to be away from his/her assigned place of work, and provided further that work load requirements will not suffer as a result of such activity. The names of such authorized representatives shall be supplied to the Employer in writing and updated as changes occur. The Sheriff's Office reserves the right to limit the number of employees involved and type of activity to be held.

**ARTICLE 7**  
**WORK STOPPAGE**

The employer agrees that during the term of this Agreement, it will not engage in any lockout of its employees.

The Association agrees that neither it nor its officers or agents will cause, authorize, induce, encourage, instigate, ratify, condone or participate in any work stoppage, strike, slowdown or illegal picketing, including a refusal to cross any picket line, or any other action which interrupts or interferes with the operation of the Employer.

No employee shall cause, authorize, induce, encourage, instigate, ratify, condone or participate in any work stoppage, strike, slowdown or illegal picketing, including a refusal to cross any picket line, or any other action which interrupts with the operation of the Employer.

In the event of a violation of paragraph 3 of this Article or Section 12 of the Act by an employee, the Association agrees that it will take immediate, affirmative steps with the employee involved, including but not limited to sending out public announcements, letters, bulletins, telegrams and employee meetings, to bring about an immediate resumption of normal work.

In the event of a violation of any paragraph above, all legal censure of this act shall apply.



**ARTICLE 8**  
**HOURS OF WORK**

This Article is intended to set forth the normal work week and work schedule, but shall not be construed as a guarantee of hours of work per day or per week, or days of work per week.

The normal work week for employees, other than employees working a continuous shift, shall consist of forty (40) hours, Monday through Friday, and the normal work schedule shall be eight (8) hours. The scheduled hours of the Investigation Officer may vary from the normal work schedule, as required by the job, but shall consist of a forty (40) hour week.

The minimal work schedule for employees working a continuous shift shall commence on a date to be set by the Employer, and thereafter shall continue on the following schedule, to-wit:

- 1) Two (2) consecutive twelve (12) hour workdays, followed by two (2) consecutive days off, then three (3) consecutive twelve (12) hour workdays followed by two (2) consecutive days off, then two (2) consecutive twelve (12) hour workdays, followed by three (3) consecutive days off.
- 2) A repetition of the above schedule.
- 3) The first shift shall be from six (6) a.m. to six (6) p.m. while the second shift shall be from six (6) p.m. to six (6) a.m.
- 4) No employee shall be required or ordered to work beyond sixteen (16) hours in any shift.

The above schedule creates eighty-four (84) hours worked in a fourteen (14) day pay period. As a result, in every fourteen (14) day pay period, each employee shall be required to take four (4) hours of earned time off (ETO). The time off shall be in either two (2) or four (4) hour blocks and shall be scheduled by the employer. ETO shall be utilized before any paid leave is granted with the exception of holiday leave.

If for any reason, the employee is unable to take the full four (4) hours off during a fourteen (14) day pay period, the employee shall be compensated in accordance with Article 9, Overtime.

Employees shall receive, when possible, a thirty (30) minute lunch period scheduled by the Employer as nearly as possible at or near the middle of their scheduled workday. This thirty (30) minute period shall be a paid lunch period for continuous shift employees.

Employees shall receive, when possible, a fifteen (15) minute break at or near the middle of the first and last half of their scheduled workday.

Employees may combine the paid lunch break and the two (2), fifteen (15) minute breaks.

It is understood and agreed that the work schedules for all employees may be changed by the Employer from time to time to meet the Employer's requirements. Any notice to a covered employee as to the change in his or her work schedule, shall be carbon copied to a designation Association representative. It is specifically understood and agreed that a second shift schedule or a split shift schedule may be necessary in the Civil Process Division, depending on the overtime situation. It is also understood and agreed that the Employer shall have the right to reduce, extend or maintain the hours of work for any employee, and employee shall be required to work as scheduled by the Employer. The Employer shall give the Association five (5) days' notice of any major change to the work schedule.

Day-Light Savings Time:

Employees that are affected by daylight savings time shall be paid for actual hours worked. Those employees so affected by the one (1) hour addition to their regular shift shall work an additional one (1) hour, and will be paid at time and one-half (1 ½) for that additional hour.

When daylight savings time begins in the spring and the clocks are set one (1) hour ahead, those employees working a shift so affected by the one (1) hour reduction in their regular work shift shall have a choice of:

1. End their shift and use one (1) hour of their vacation or compensatory time; or
2. Work a full shift of eight (8) hours for non-continuous shift employees or twelve (12) hours for continuous shift employees, staying over into the next shift.
3. If an employee takes the shift off, the employee will be required to utilize seven (7) hours for non-continuous shift employees and eleven (11) hours for continuous shift employees, of vacation or compensatory time.

**ARTICLE 9**  
**OVERTIME**

- A. Overtime. Overtime shall be defined as any time properly authorized or approved by the Employer and actually worked in excess of eight (8) hours in any calendar days, or in excess of the employees regularly scheduled work hours. It is the policy of the Employer to keep overtime worked to a minimum. Sick leave shall not be considered as hours worked for the purpose of calculating overtime.

No employee shall be paid or otherwise compensated more than once for work performed, nor shall pay, compensation or benefits be pyramided.

Overtime work shall be mandatory when required by the Employer and the employee shall work the hours directed by the Employer. Overtime shall not be used to punish or reward employee.

Overtime will be compensation at one and one-half (1 ½) times the employee's regular straight time hourly rate of pay, which shall be computed on the basis of the number of work hours per year.

- B. Call Back Time. An employee who is called back to work by the Employer shall be paid a minimum of two (2) hours pay at one and one-half (1 ½) his regular pay or shall receive compensatory time unless such call back is one (1) hour or less prior to the employee's regular shift. Also, the minimum does not apply when an employee is ordered to work beyond the employee's regular shift. This shall include call back time for court appearance, which shall also include telephonic and video hearings, provided that the employee is testifying because of circumstances arising out of his or her assigned work duties, and further provided that the employee has been ordered to testify by a Supervisor or is subpoenaed. Call back time shall also include being called in to work on reports and having to be present for internal affairs investigations. Call back time does not include vehicle maintenance.
- C. Force Out Time. In the event a shift or a portion of a shift become available due to unforeseen circumstances, and no employee voluntarily chooses the overtime, an employee is forced to cover the time considered as a force out. Force out time shall be paid at double time his/her regular pay or shall receive compensatory time.

- D. Compensatory Time. An employee may choose compensatory time off in lieu of overtime or call back time.

An employee desiring compensatory time off rather than overtime pay shall notify the Employer in writing prior to the cutoff period for computing wages for the period in which the payment would ordinarily have been made.

The Employer shall keep a record of any compensatory time which an employee has earned or used and the employee may request to see such record at any reasonable time. Compensatory time will be taken at times requested by the employer. A maximum of one hundred (100) hours of compensatory time may be accumulated by an employee. This maximum may be extended by the Sheriff or his designee due to emergency situations. An employee who has accumulated one hundred (100) hours of compensatory time shall be compensated for all hours in excess of one hundred (100) hours.

Compensatory time off requests shall be handled as other time off requests outlined in Article 13.

If the employee separates from County employment, the maximum lump sum payout the employee will receive is eighty (80) hours.

- E. Call Out for Transports. An employee who is called out to perform transportation services on their regular day off shall be paid fifteen (15) minutes at straight pay for travel time to the designated reporting location and fifteen (15) minutes at straight pay for travel time from the designated reporting location for a total of thirty (30) minutes.
- F. Call Out for Other Reason: An employee who is called out to perform duties associated with any specialty service unit (e.g. ERT, TI, Investigations) of the Sheriff's Office or to assist other employees due to manpower shortages shall, upon going on duty for that call out be paid thirty (30) minutes of overtime in conjunction with any other applicable overtime the employee is eligible for. For the purposes of this section, Call Outs for Transports as outlined in Section "D" are not eligible for this compensation.

**ARTICLE 10**  
**TRADE TIME**

Employees may utilize a trade time agreement among themselves to a maximum of 12 trades per calendar year. Such agreement shall be voluntary and shall consist of employees agreeing to trade off working assignments in increments of two (2) hour blocks. For example if a continuous shift (12 hour) employee trades one day with a non-continuous shift (8 hour) employee, the continuous shift employee must work 12 hours or 1 ½ days for the non-continuous shift employee.

Trade time agreements shall be between employees within the same job classification, except that the Employer has the discretion to waive these requirements. Employees utilizing this agreement shall agree between themselves as to the payback conditions, except that the payback must be accomplished within sixty (60) days of their agreement. Such agreement shall be written on a form provided by the Employer, signed by the agreeing employees and the employee's supervisors. All trade agreements must have prior written agreement of both employee's supervisor, whose agreement will not be arbitrarily or capriciously withheld and submitted and approved two (2) days in advance, except in the event of an emergency. If there is an emergency, then the decision to approve or deny will be at the discretion of both employees' immediate supervisors. In the event one or both of the supervisors are unavailable, the proper chain of command will be followed.

If a substituting employee fails to report for duty for any reason, it shall be the responsibility of the substituting employee to attempt to find a replacement employee. Should the substituting employee fail to find a replacement employee, any time lost will be deducted from the substituting employee's appropriate leave provision, and disciplinary action may be taken by the Employer.

**ARTICLE 11**  
**HOLIDAY**

Employees shall be granted ten (10) paid holidays, to-wit: New Year's Day, President's Day, Martin Luther King, Jr. Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving and Christmas Day.

Continuous shift employees shall receive a day's worth of holiday leave for each of the above mentioned holidays. Continuous shift employees shall receive ten (10) holiday days on January 1<sup>st</sup> of each calendar year. New continuous shift employees hired after January 1<sup>st</sup> shall receive holiday leave on a pro-rated basis for the first year of employment. Holiday leave must be taken in eight (8) hour increments.

A continuous shift employee who works the actual holiday and not the county observed holiday shall be compensated at the rate of one and one-half (1 ½) times the regular rate of pay for the actual number of hours worked or shall have the option to accrue four (4) hours of compensatory time. If a part of an employee's shift falls on the actual holiday, then the employee shall be compensated at the rate of one and one-half (1 ½) times the regular rate of pay for the actual number of hours worked on the holiday.

For employees who do not work a continuous shift, the Employer shall determine the date on which the above holidays are to be observed.

A non-continuous shift employee whose regularly scheduled day off falls on the County observed holiday and is scheduled to work on the actual holiday shall continue to be off on the County observed holiday and shall be given the actual holiday as a day off with pay at the straight time rate.

A non-continuous shift employee whose regularly scheduled day off falls on the actual holiday and is scheduled to work on the County observed holiday shall continue to be off on the actual holiday and shall be given the County observed holiday as a day off with pay at the straight time rate.

A non-continuous shift employee whose regularly scheduled to work both the County observed holiday and the actual holiday shall work on the County observed holiday at the employee's regular rate of pay and shall be given the actual holiday as a day off with pay at the straight time rate.



A non-continuous shift employee whose regularly scheduled days off fall on the actual holiday and the County observed holiday shall be given the next scheduled work day off with pay at the straight time rate.

When an employee requests time off, the employer shall provide a written copy of the approval or denial of that request to the employee or the employee's box as soon as possible.

Introductory employees will receive the designated holidays as regular employees.

Upon the death of an Employee, any accumulated holiday benefits shall be paid to the Employee's estate. Upon resignation, retirement or discharge from employment, holiday benefits shall be prorated and remaining holiday leave hours shall be paid to or deducted from the employee.

Holiday time off requests shall be handled as outlined in Article 15.

**ARTICLE 12  
LEAVES OF ABSENCE**

**A. Sick Leave**

Sick leave shall be used for personal illness and injury of the employee, including employees on the job injury or disability, subject to the provisions set out hereinafter. Illness and injury shall include but not be limited to examinations or treatments for medical, surgical, dental or optical problems that would render the employee unable to perform his/her duties in a normal manner.

An employee may utilize up to forty-eight (48) hours of accumulated unused sick leave per calendar year for the care and necessary attention to ill or injured members of the employees immediate family. Immediate family for purposes of this section is defined as husband, wife, child, foster child, stepchild or parent.

The employee shall be allowed to utilize up to two-hundred-forty (240) hours of their sick leave per contract year, if a serious health condition affects a member of the employees immediate family as defined above. When granting additional sick leave, the county shall adhere to the definition of a "serious health condition" as outlined in the Family & Medical Leave Act of 1993. In order to qualify for additional sick leave, the employee must have a FMLA request on file accompanied by a physician's certification.

Employees shall be granted twelve (12) hours of sick leave per month, and shall have the right to accumulate unused sick leave up to a maximum of one-thousand forty (1040) hours. An Introductory employee will not be allowed sick leave until the employee completes six (6) months of continuous service, except as set out in paragraph 7 hereinafter, at which time such employee will be credited with the number of hours earned from the employee's date of hire.

Sick leave may be taken in fifteen (15) minute increments.

Except in cases of serious confining illness which are certified by a physician, sick leave will not be paid on the working day immediately preceding or following a holiday, unless the Employer is confident such sick leave is not being abused.

The Employer reserves the right to require a physician's certification for any absences due to sickness. The cost of obtaining a physician's certification as required by the Employer pursuant to this paragraph shall be borne by the Employer. If the Employer elects to require a physician's

certificate pursuant to this paragraph, the Employer shall so notify the employee at the time the employee notifies the employer he/she is sick.

To be eligible for sick leave payment, an employee shall notify the employer at least one (1) hour prior to start of the shift, but in any event, not later than the starting time of the employee’s workday, unless the personal illness or injury occurs while at work.

**SWORN EMPLOYEES ONLY**

Upon normal retirement under IPERS, an employee may be eligible for retiree health insurance benefits. If an employee chooses to participate in the retiree health insurance program, he/she shall not be eligible for cash reimbursement of sick leave. If the employee is not eligible or chooses to waive the retiree health insurance benefits, he/she shall be eligible for cash reimbursement of their sick leave in accordance with the schedule outlined below.

Years of Service	Sick Leave Balance	Conversion Rate
20 Years	1,000 – 1,040 hours	100%
15 Years	1,000 – 1,040 hours	75%
10 Years	1,000 – 1,040 hours	50%
20 Years	751 – less than 1,000	75%
15 Years	751 – less than 1,040	50%
10 Years	751 – less than 1,040	25%
20 Years	600 – less than 751	50%
15 Years	600 – less than 751	25%
10 Years	600 – less than 751	15%

Upon death of an employee (regardless of IPERS eligibility), the employee’s beneficiary or estate shall be reimbursed for the employee’s unused accumulated sick leave in accordance with the schedule outlined above.

**CIVILIAN EMPLOYEES**

Upon normal retirement under IPERS or death (regardless of IPERS eligibility), employees shall be eligible for cash reimbursement of unused accumulated sick leave in the following increments:

Sick Leave Balance	Conversion Rate
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0 – 599 hours accrued	0%
600 - less than 751 hours accrued	25%
750 - less than 1,000 hours accrued	35%
1,000 – 1,040 hours accrued	50%

**General Provisions:**

Sick leave shall be reimbursed based upon the employee’s regular rate of pay at the time of retirement. For budget purposes, if the retirement is not of an emergent nature, the County would like a six (6) month notification of the planned retirement date. Failure to give notice will not preclude benefit eligibility.

Termination of service shall terminate any and all obligation of the Employer in connection with unused sick time.

An employee who has accumulated 1,040 hours of sick leave may convert ¼ of his/her accumulated sick leave in excess of 1,040 hours to vacation leave.

An employee who has exhausted their sick leave may participate in the sick leave donation program as outlined in the county personnel policy manual.

**A. Funeral Leave**

Funeral leave of up to five (5) consecutive work days will be granted to employees for bereavement and attendance at the funeral for the following family members: mother, father, wife, husband, son, daughter, foster child, step child, mother-in-law, and father-in-law.

Funeral leave of up to three (3) consecutive work days will be granted for employees for bereavement and attendance at the funeral for the following family members: brother, sister, brother-in-law, sister-in-law, grandparents, grandchild or the spouse’s grandparents.

Special consideration by the Sheriff or designee may be given by altering the days off to accommodate special circumstances surrounding the funeral services of a family member. Special circumstances include but are not limited to: delayed funeral service or burial, military honor service.

Any employee who has completed the Introductory period will be granted a half day of leave without pay to attend the funeral of a close family friend, or one day of leave with pay to attend the funeral for a fellow employee or relative not listed above. In the event of the death of an employee of the Sheriff's office, the Sheriff or his designated representative shall determine the minimum staffing requirements that will need to be in place at the time of the employee's funeral.

**B. Jury and Election Duty**

Any regular employee selected for jury duty or to work at the election polls shall receive a paid leave of absence for the time the employee spends on such duty. Said employee shall receive his/her regular wages and shall turn over to the Employer his/her jury or election services fees.

An employee who is summoned for jury duty or to work at the election polls, but is not selected, or an employee who is released from jury duty or from work at the election polls with an hour or more remaining on the employee's shift, shall return to work immediately.

If an employee is called for jury duty or to work at the election polls, the employee shall promptly notify the employee's immediate supervisor and provide the supervisor with a copy of the jury or election poll summons. An employee may request vacation or compensatory time in order to be off duty at least eight (8) hours prior to reporting for jury duty or to work at the election polls.

**C. Military Leave**

All employees, other than employees employed temporarily, who are members of the National Guard, organized reserves, or any component part of the military, naval or air forces or nurse corps of the state or nation, or who are or may be otherwise inducted into the military services of this state or of the United States, shall be, when ordered by proper authority to active state or federal service, entitled to a leave of absence from their employment with the Employer for the period of such active state or federal service, without loss of status or efficiency rating, and without loss of pay during the first thirty (30) days of such leave of absence. The Employer may make a temporary appointment to fill any vacancy created by such leave of absences, and may require documentation of such military service.

**D. Voting Leave**

Any employee, including an Introductory employee, required to work for all of the hours during which the polls are open on an election day, shall be given sufficient time off to vote.

#### **E. Maternity/Paternity Leave**

An employee anticipating a maternity leave may be entitled to a leave of absences without pay if she has exhausted her sick leave. An employee anticipating such leave shall notify the Employer as soon as possible of the anticipated date of birth.

The employee requesting maternity leave shall present a doctor's statement verifying when the employee's condition requires her to leave work and shall present a doctor's statement within ten (10) days following birth or miscarriage as to when the employee is able to return to work, and unless the employee returns to work within three (3) days of such date or any other date by reason of extension granted by the Employer based on medical grounds, the employee will be considered to have voluntarily resigned or retired.

Male employees, or in the case of a same sex relationship, the employee that did not give birth to the child, shall be permitted to utilize forty (40) hours of accumulated sick leave for the birth and/or care for a newly-born or newly-adopted child or forty-eight (48) hours for continuous shift employees.

#### **F. Leave of Absence Without Pay**

A leave of absence without pay is a predetermined amount of work days off from work for whatever purpose, which has been requested by the employee and approved by the Sheriff or designee in writing. The employee will be given a copy of the authorization. In order to be eligible for a leave of absence without pay the employee shall have exhausted all applicable paid leave. The leave of absence shall be authorized at the Sheriff's discretion taking into account shift coverage.

The leave of absence without pay shall be for a minimum of thirty (30) calendar days and shall not exceed one (1) calendar year. The Sheriff may approve a deviation from these time periods.

Upon termination of any such leave of absence, the employee shall return to work in the same step or capacity as when he/she left, provided that during such period, no employee shall earn sick leave, vacation leave or other leave.

In the event an employee fails to return to work at the end of any such leave, he/she shall be deemed to have voluntarily resigned on the last day of work prior to such leave.

During a leave of absence without pay, the employee:

- a) must pay group hospital premiums falling due during any month the employee is not on the payroll;
- b) must pay premiums for coverage under any group life insurance plan;
- c) shall not receive any other job benefits during the period of absence;
- d) shall not acquire additional seniority during said leave; and
- e) approval of secondary employment during a leave of absence shall be at the discretion of the Sheriff.

When an employee requests time off, the employer shall provide a written copy of the approval or denial of that request to the employee or the employee's box as soon as possible. The Sheriff or designee may make exceptions to any of the above conditions (a-d) for leaves not exceeding fifteen (15) working days.



**ARTICLE 13  
VACATIONS**

Every employee shall be eligible for paid vacation time after one (1) year of service with the Employer.

Vacation allowances shall be earned based on the following schedule, providing that existing employees shall not have a reduction in the number of their vacation days:

<u>Employment Requirements</u>	<u>Vacation Period</u>
After 1 year of continuous service	80 hours per year
After 5 years of continuous service	120 hours per year
After 10 years of continuous service	160 hours per year
After 15 years of continuous service	200 hours per year

The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the payday immediately preceding the employee's vacation period.

Vacation may be taken in fifteen (15) minute incremental periods.

Vacations shall be granted at the time requested by the employee, subject to the approval of the Employer. The request is to be made in writing. In the event of an emergency, the employee's immediate supervisor may approve or deny an immediate request for the use of vacation earned, taking into account the factors surrounding the request and shift coverage only. The Employer shall have the right to approve or disapprove of an employee's requested vacation period, considering the scheduling requirements of the department, and shall not consider individual personalities, nor shall the Employer discriminate between or among employees. If the work load permits vacation, compensatory time and/or holidays, but the number of persons on time off must be limited, seniority based on the sworn date of hire for Deputy Sheriff's and date of hire for civilian employee shall govern, except as outlined below. Any request for vacation, compensatory time or holidays submitted before February 1<sup>st</sup> for time off after February 1<sup>st</sup> shall be allocated by seniority based upon date of hire of the employee, provided the employee has submitted their request for time off before February 1<sup>st</sup>. Any requests made for vacation, compensatory time or holidays submitted in January for time off to be taken in January shall be allotted on a first come first serve basis with seniority having no impact. If the work load permits vacation, but the number of persons on vacation must be

limited, seniority based on the sworn date of hire for Deputy Sheriff's and date of hire for civilian employees shall govern. When an employee requests time off, the employer shall provide a written copy of the approval or denial of that request to the employee or the employee's box as soon as possible.

Accordingly:

- a. The first vacation period earned, after completing one (1) full year of service, shall be taken prior to January 1, unless the Employer, for good cause, extends the period.
- b. Thereafter, on January 1 of each year, the Employer will credit each employee with the amount of vacation the employee will earn on the employee's next anniversary date, determined on the basis of the contract in effect on that January 1. If an employee uses vacation credited on January 1, prior to the time it is earned, and if the employee is terminated for any reason prior to the time the vacation is earned, the employee will reimburse the Employer for the vacation pay.
- c. No employees shall be entitled to vacation pay in lieu of vacation.
- d. Up to one hundred sixty (160) hours of vacation may be carried from one year to the next however, it must be used by July 1<sup>st</sup> or it shall be forfeited.

**ARTICLE 14**  
**GRIEVANCE PROCEDURE**

A grievance is defined as a dispute an employee may have with the Employer concerning the interpretation, application or violation of the express terms of this Agreement by the Employer. The time for filing a grievance shall commence when the employee receives notification of the change. Should an employee have a grievance, it shall be adjusted in the following manner.

Step 1:

1. An employee shall submit a written grievance to the Sheriff, Chief Deputy, Lieutenants or Office Coordinator with a copy provided to the Association President within fifteen (15) calendar days the employee knew or should have known of the grievance. The written grievance shall be time stamped and signed by the Sheriff or his designee to indicate the date it was received by the Sheriff or his designee.
  
2. The Sheriff or his designee shall respond in writing to the grieving employee with a copy provided to the Association President within fifteen (15) calendar days from the date of receipt of the grievance. The Sheriff or his designee shall time stamp the response and the grieving employee or the Association President shall sign by the time stamp or it shall be served upon the employee by a Deputy.

Step 2:

- a. If the grievance is not resolved to the employee's satisfaction, the employee may, within ten (10) calendar days of the response's time stamped date, file a written request for arbitration with the Sheriff or his designee. The written request for arbitration shall be time stamped and signed by the Sheriff or his designee to indicate the date it was received by the Sheriff or his designee.
- b. The parties shall meet within ten (10) calendar days to select a mutually agreed upon arbitrator. If an arbitrator cannot be agreed upon, then either party may contact the Iowa Public Employment Relations Board (PERB) to request a list of five (5) arbitrators.
- c. The parties shall meet within five (5) calendar days of receipts of the arbitrator list from PERB to select an arbitrator. Each party shall strike two (2) names from the list, with the party requesting arbitration to have the first strike.

The time limits shall be strictly construed as to both parties, except as mutually agreed upon by both parties in writing. Failure to comply with the time limits by an employee shall result in a

forfeiture of the grievance. Failure to comply with the time limits by the employer shall result in an unconditional acceptance of the employee's remedy requested in that step.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the specific issue or issues submitted in writing by the parties and shall have no authority to make a decision on any other issue not so submitted.

The arbitrator shall submit the decision in writing within fifteen (15) days following close of the hearing of the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof in writing. The decision of the arbitrator shall be final and binding on both parties.

Employees appointed into civil service who are removed, suspended or demoted may within ten (10) days appeal to the Civil Service Commission per Chapter 341A of the Iowa Code.

An aggrieved employee shall have the right to process his or her grievance individually, by the Association and/or by an Attorney at Law. If the employee processes the grievance individually or by their own Attorney, then the Association shall have the authority to join in the grievance at any step in the grievance process. Additionally, the Association shall be authorized to present a common grievance to the employer on behalf of a group of Association members.

If a grievance is not resolved in the first step and goes to an arbitrator for a decision, then the fees and expenses of the arbitrators shall be borne by the losing party. Each party shall pay its own cost of preparation and presentation for arbitration. No stenographic transcript of the arbitration hearing shall be made unless requested by a party. The cost of stenographic reporting of the hearing shall be borne by the party requesting the same, except that the party may request a copy of such transcript, in which case the parties shall equally divide the cost of stenographic reporting and of the transcripts.

Grievances may be investigated, processed and presented by a representative during working hours within reasonable time limits without loss of pay, provided notice is given and the work load permits. The Employer's determination as to work load shall be subject to arbitration only to the extent that the Employer's action is shown to be an attempt to frustrate the grievance procedure, discrimination between or among employees, or to harass or coerce the Association.

**ARTICLE 15**  
**SENIORITY**

For all purposes under this contract, seniority is defined as an employee's length of continuous service with the Pottawattamie County Sheriff's Office from his/her sworn date of hire or civilian date of hire.

New employees shall be added to the seniority list from their date of hire after completing the introductory period.

The seniority list for employees shall be maintained by the Employer and renewed and posted on employee bulletin boards every six (6) months. A copy of the seniority list shall be made available upon request by the Association. Any protests as to the correctness of the list must be made in writing to the Employer within thirty (30) working days. A seniority list for job classification shall also be maintained by the employer. The same guidelines as above will dictate as to the times the list will be updated, posted and protested. Classifications for the seniority list shall be:

1. Office Clerk
2. Deputy
3. Corporal
4. Crime Scene Technician
5. Evidence Technician

Seniority within the classification of deputy shall be from his/her sworn date but the parties agree that the exercise of seniority to transfer into a position within the Road, Civil or Court Security divisions shall be based upon job vacancies. In other words during seniority bidding process, existing deputies working with the Road, Civil or Court Security Divisions cannot be displaced from that division by more senior deputies but will be subject to seniority from his/her sworn date with respect to the seniority bidding process. Once an opening exists and a deputy transfers into the Road, Civil or Court Security divisions he or she can exercise seniority for the seniority bidding process based upon his/her sworn date rather than date of transfer during the next annual bidding opportunity.

Seniority and the employment relationship shall be broken and terminated if an employee quits for any reason; is discharged for just cause; is absent from work three (3) consecutive working days without notification to and authorization from the Employer; is laid off for a period exceeding eighteen (18) months or the employee's seniority, whichever is lesser; is on layoff

and fails to report to work within the time period set out in the Article on Procedures for Staff Reduction; or fails to report to work on the next scheduled workday at the completion of a leave of absence.

For shift bidding purposes, if a Corporal or an Investigator voluntarily or involuntarily returns to the deputy classification from which he/she was appointed, then he/she shall retain his/her combined seniority in the classifications of Corporal or Investigator and the deputy classification from which he/she was appointed.

Seniority gained within a classification shall not be lost in moving between classifications but shall be maintained in the event the employee returns to that classification.

It is the right of the Employer to determine when a job is vacant and when it will be filled.

An employee who is promoted to a position outside of the bargaining unit and subsequently returns to a position within the bargaining unit shall be given full credit for the service earned prior to his/her promotion and additionally will be credited with the earned service to his/her promoted position after he/she had fulfilled the Introductory period. Seniority will be the total amount of service spent in both the bargaining and promoted positions and may be used accordingly where seniority is referred to in this contract. If an employee returns to a bargaining unit position between the seniority bidding process, the employee may not exercise that seniority until the next regular bidding process is held. Assignments, vacation schedules, etc. will be at the discretion of the Sheriff until the next bidding process takes place.

**ARTICLE 16**  
**PROCEDURES FOR STAFF REDUCTION**

In the event the Employer determines that employees must be laid off, the Association shall be notified in writing within ten (10) administrative working days after the determination. Employees shall be laid off based upon seniority from his/her sworn date or civilian date of hire.

If the number of employees to be laid off within the classification exceeds the number of employees in that classification, the Employer shall consider qualification, ability to perform, and seniority and if qualifications and ability to perform are equal between and among affected employees, seniority shall govern. Temporary, part-time and Introductory employees performing duties within the job classification from which employees have been or are to be laid off, are to be laid off first and have not recall rights.

An Association officer shall be present during all of the decision making meetings and decision making process of the administration concerning staff reductions.

An employee to be laid off will be notified thereof in writing at least ten (10) working days prior to the effective date of the layoff.

Within the job classification laid off, employees will be returned to work in the reverse order in which they were laid off. No new employees will be hired for a job in the classification from which employees have been laid off until all employees laid off from that classification have been given notice of recall.

An employee who is laid off shall keep the Employer advised of the employee's current mailing address. Notice of recall shall be sent by certified mail to the employee's latest advised address. An employee shall report to work within one hundred twenty (120) hours after notice of recall is received or within one hundred sixty-eight (168) hours after notice of recall is mailed, whichever is lesser, unless the notice of recall provides for a specific later effective date of recall, in which case the employee shall report on said effective date.



**ARTICLE 17**  
**WORKING OUT OF CLASSIFICATION**

If an employee is requested to work in a higher rated job classification on the wage schedule for a period exceeding ten (10) consecutive working days, he/she shall receive at least the minimum hourly rate for the higher job classification for all hours actually worked out of classification, and shall be returned to his/her regular rate of pay upon completion of his/her temporary assignment.

**ARTICLE 18  
INSURANCE**

The Employer shall provide a group health insurance plan for employees, including introductory employees.

For the contract year beginning July 1, 2021 and ending June 30, 2023, the Employee shall contribute eleven percent (11%) of the premium cost of single coverage group health insurance, not to exceed \$95.00 per month and eleven percent (11%) of the premium cost of family coverage group health insurance, not to exceed \$220.00 per month.

Employees who participate in the county’s wellness program and successfully complete the requirements of the program will receive a \$30.00 per month incentive applied to their health insurance premium after the waiting period has fulfilled.

For contract period beginning July 1, 2021 and ending June 30, 2023 the parties agree that the Board of Supervisors may elect to reopen the contract for wages and insurance if the PPO health insurance premium rate increase exceeds five (5%) for the same coverage. If the premium rate increase is five percent (5%) or lower, the county shall maintain the health care program and benefits as outlined in Appendix B for the 2021-2023 contract year and the employee shall maintain the contribution level as indicated above.

**Retiree Health Insurance**

A Deputy Sheriff who is eligible to retire under IPERS (age 55, if vested; or age 50 with 22 years of eligible service) may choose to continue in the County’s primary health insurance program and receive insurance coverage as provided for retirees until he/she reaches his/her 65<sup>th</sup> birthday. The County will assist the employee by paying a portion of the single premium for a period of 5 years from the date of retirement. During this 5 year period, the rate paid for by the County is based upon an employee’s continuous years of service with the Pottawattamie County Sheriff’s office and his/her sick leave balance at the time of retirement. The County shall pay a percentage of the premium for single coverage in accordance with the following schedule.

Years of Service	Sick Leave Balance	Single Premium Rate Paid by County
20 Years	1,000 – 1,040 hours	100%
15 Years	1,000 – 1,040 hours	75%

10 Years	1,000 – 1,040 hours	50%
20 Years	751 – less than 1,000	75%
15 Years	751 – less than 1,000	50%
10 Years	751 – less than 1,000	25%
20 Years	600 – less than 751	50%
15 Years	600 – less than 751	25%
10 Years	600 – less than 751	15%

Eligible employees must be enrolled in a County insurance program prior to retirement. The retiree shall be provided coverage under the primary carrier selected by the County for active employees. If the employee elects family coverage he or she shall receive the benefit of the value of the payment of the single coverage as depicted within the schedule set forth above but shall be responsible for paying the differential between that value and the cost of the family coverage.

If federal legislative change results in the alteration of the current Medicare eligibility age of 65, the parties agree to allow for a limited re-opener to discuss modification of the retiree health insurance provision to allow for language changes necessary to properly reflect the intent of the parties in adopting the original retiree health insurance provision.

If the employee chooses to participate in the County’s retiree health benefit as outlined above, the employee will not be eligible for the sick leave buyout at retirement. For budget purposes, if the retirement is not of an emergent nature, the County would like a six (6) month notification of the planned retirement date. Failure to give notice will not preclude benefit eligibility.

The Employer recognizes its responsibilities to defend and indemnify its employees as a result of any tort for which they are held liable in accordance with Chapter 613A the 1981 Code of Iowa.

The employer shall provide, at no cost to the employee, a group term life insurance plan in the amount of twenty-five thousand (\$25,000) with twenty-five thousand (\$25,000) of additional accidental death and dismemberment insurance. The accidental death and dismemberment insurance policy also includes an additional ten thousand dollar (\$10,000) benefit if seat belts were worn for a death in a car accident.

The employer shall provide, at no cost to the employee, a long term disability insurance plan, with a one hundred eighty (180) calendar day waiting period. The plan shall pay sixty percent (60%) of the employee's gross base monthly salary, exclusive of commissions, bonuses and overtime compensation, for a maximum of Five Thousand Dollars (\$5,000) per month.

The Employer shall provide, at no cost to the employee, a dental insurance plan as referenced in Appendix C. Employee's choosing dependent coverage shall contribute an amount not to exceed seventeen dollars (\$17.00) per month.

**ARTICLE 19**  
**HEALTH AND SAFETY**

The Employer agrees to continue to make reasonable provisions for health and safety of its employees during the hours of employment.

The Association and the employees will extend their complete cooperation to the Employer in maintaining Employer policies, rules and regulations as to health and safety, and in assisting the Employer in fulfilling state and federal requirements relating thereto.

Equipment furnished by the Employer shall be used properly and the employee shall return to the Employer all equipment issued to the employee at such time as the employment is terminated.

If any employee is required to wear protective clothing, or any type of protective device as a condition of employment, such protective clothing or protective device shall be furnished to the employee by the Employer. The Employer shall pay the actual cost of repairing or replacing an article of such protective clothing or equipment which is damaged unintentionally while on the job.

If the Employer requires an employee to obtain a physical examination, the cost of the examination shall be provided by the Employer.

Drug and alcohol testing of employees will be required after all accidents which result in a death, personal injury or damage to property at the Sheriff's discretion. The Employer will establish a probable cause drug testing procedure for employees. The Union will be consulted regarding this procedure prior to its implementation.

The Employer and the Union mutually agree to adhere to the Random Drug Testing policy date September 9, 2004. The Union will be consulted regarding any changes to this policy prior to implementation.

Bullet proof vests shall be provided by the Employer and handled through the Sheriff's Standard Operational Procedure (SOP) and that vests will be issued on a staggered schedule and replaced by the Employer as needed.

**ARTICLE 20  
UNIFORMS**

The County shall furnish uniforms to each full-time and introductory employee.

Employees may be reimbursed for the following items damages in the course of their employment as follows:

Eyeglass/contact lenses	reimbursement in full
Watch	Up to \$100.00
Clothing	Up to \$100.00

Each full-time bonded deputy shall be given a uniform allowance of \$750.00 per contract year for purposes of furnishing them with standard equipment.

The County shall provide uniforms upon hire to each full-time Office Clerk. The county shall issue three (3) pairs of pants and three (3) shirts, either long sleeve or short sleeve. Each year thereafter, each full-time Office Clerk shall be given a uniform allowance of two hundred dollars (\$200.00) per contract year for purposes of purchasing additional uniforms. Uniforms are considered clothing that is a condition of employment and are not work or adaptable to general use as ordinary clothing. Failure to use this allowance will cause the forfeiture of the same. The purchase of standard equipment requires prior authorization from the employer's representative.

Each full-time Evidence /Crime Scene Technician shall be given a uniform allowance of \$400.00 per contract year for the purposes of furnishing the Technician with clothing and equipment.

**ARTICLE 21**  
**WAGES**

Employees shall be compensated in accordance with the Wage Schedule attached hereto, marked Appendix A and incorporated herein by the reference.

Effective July 1, 2021, Deputies who are on the step and grade will receive the step increase on July 1<sup>st</sup> of each year according to Appendix A.

Deputies who are on the last step of the step and grade will be moved to the last step of the 2021-2022 wage scale in Appendix A, plus 1.25%. In 2022-2023 these employees will receive a 1.5% pay increase.

Non-uniformed employees will who are on the step and grade will receive the step increase on July 1<sup>st</sup> of each year according to Appendix A.

Year 1 of the contract, for those employees within the step and grade, they will be given a base pay increase (amount dependent upon uniformed or non-uniformed position). We will then look at the new step and grade to determine which steps is closest to the new base pay rate and the employee will be moved to that step.

Any employee whose pay is in dispute, or the employee's representative, shall have the right to examine the time sheets and other records pertaining to the computation of pay of that employee at reasonable times.

Employees promoted to another job classification having a higher pay grade shall be brought to the entry step of the new pay grade, or to a step on the pay grade which would be equivalent to a one (1) step pay increase.

Field Training Officers (FTO) who trains a trainee for a minimum of 4 hours and up to 8 hours shall be paid 1 hour of overtime as compensatory time or overtime pay. Anything at 8 hours or more would be paid 2 hours of overtime as compensatory time or overtime pay.

Acting Supervisor Pay: Acting Supervisor's shall be compensated at the rate of fifty cents (\$.50) per hour for time spent performing those job duties. Acting Supervisor's shall be assigned on a rotating basis based on seniority and their willingness to act in that capacity.



Specialty Pay: Sworn employees who are assigned to specialty assignments, specifically and limited to; K9, Crisis Negotiation, Bomb Squad, Emergency Response Team, Traffic Investigation and Investigators, shall receive an additional 1.5% of their regular (non-overtime) earnings per pay period. In order to receive this pay, the employee shall maintain the qualifications for the specialty assignments as directed by the Standard Operating Procedures, and attend and successfully complete all required training. The additional pay will cease when the employee is no longer assigned to the specialty assignment.

Employees are only eligible to receive pay for one specialty assignment.

The staff of these specialty assignments has been set by the Sheriff and/or Chief Deputy.

## **ARTICLE 22 GENERAL PROVISIONS**

This Agreement shall be construed under the laws of the State of Iowa. Whenever the context of this Agreement permits, the masculine gender includes the feminine, the singular number includes the plural, the reference to any party includes its agents, officials and employees.

In the event an Article, section or portion of this Agreement should be held invalid and unenforceable by any court of competent jurisdiction, such decision shall apply only to the specific Article, section or portion thereof specifically in the court's decision; and upon issuance of such a decision the Employer and the Association shall agree to negotiate a substitute for the invalidated Article, section or portion thereof. In addition, the parties agree to a limited re-opener to discuss contract changes consistent with any statutory changes that may arise.

This Agreement constitutes the entire agreement between the parties with the exception that this Agreement may be supplemented or modified by the written consent of both parties in documents referred to as Memorandums of Understanding. The modified or supplemental terms outlined in a Memorandum of Understanding shall be a change of this Agreement only until the effective date of the next negotiated Agreement between the parties. The parties acknowledge that during the negotiations which results in this Agreement, each had the right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of bargaining and that the understanding and agreements reached are set forth in this Agreement. Therefore, the county and the Association, for the life of this Agreement, each agrees that the other shall not be obligated to bargain collectively with respect to any subject covered in this Agreement, or with respect to any subject matter not referred to or

covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

**ARTICLE 23**  
**JOB AND SHIFT BIDDING**

Any new or vacant regular full-time positions will be posted for bid within thirty (30) days of establishment or vacancy. The Employer will determine when a vacancy occurs.

The posting shall be for a period of five (5) days and shall specify the date and time which bids will be accepted. It will specify the position and shift, as well as any qualification, certifications, experience or training required (e.g., applicant shall be a trained traffic investigator with at least three (3) years of patrol experience.) Position will be awarded within the ten (10) days of the closing of the bids for deputies within their job classifications. Positions shall be assigned by seniority. Investigator's positions shall be assigned as determined by the Sheriff.

In the event a position remains vacant due to employees not bidding, the Sheriff shall determine who will fill the position and take appropriate action to fill the vacancy.

Positions awarded shall be subject to a sixty (60) day Introductory period during which time the employee will be required to satisfactorily learn and perform the duties of this position. If the employee fails to satisfactorily learn and perform the position within this period, the employee will be disqualified from such position and will be transferred back to his/her former position.

The parties agree that no bidding will be required for temporary positions and/or assignments. If a temporary position extends beyond forty-five (45) days, the Association will be consulted.

All bidding for shifts shall occur between November 1 and November 7 of each year for shift changes beginning January 1 of the following year. The Employee or his/her designee within the bargaining unit shall designate his/her desired shift within the timeframe set forth above. Shifts shall be awarded by seniority as set forth in Article 16. The Sheriff or his designee shall notify those persons affected by shift changes no less than seven (7) days before the change takes place.

**ARTICLE 24**  
**DISCIPLINE AND DISCHARGE**

Employees shall not be disciplined and discharged without just cause. Unsubstantiated anonymous complaints shall not be used as a sole basis for discipline. If only a first name is given, this shall be treated as an anonymous complaint.

A. Definitions

Private Citizen is an individual not in the employ of the Pottawattamie County Sheriff's Office.

Formal complaint is a written report by a private citizen alleging misconduct by a Pottawattamie County Sheriff's office employee against that citizen while the employee is engaged in his official duties.

Anonymous complaint is a complaint made by a private citizen either in writing or verbally wherein the private citizen refuses to give their full name.

Third party complaint is a complaint made by a private citizen alleging misconduct of an employee with engaged in his official duties and the private citizen has no firsthand knowledge of the misconduct.

Punitive action is defined as any action which may lead to dismissal, demotion, suspension, reduction in salary, written or verbal reprimand or transfer for purposes of punishment.

B. Citizen Complaints

A private citizen wishing to make a formal complaint shall be required to sign a complaint specifying the alleged misconduct.

The Pottawattamie County Sheriff's Office may receive informal complaints, third party complaints or other complaints as information to be processed on an individual basis.

C. Procedures

Complaints by citizens against employees shall be handled in the following manner:

1. The employee receiving a complaint from a private citizen shall immediately file a report or complaint to his immediate supervisor, unless the complaint is against the employee's immediate supervisor, at which time the employee shall file the complaint with the next highest level in the chain of command. The employee shall only file a report or complaint if the private citizen makes a formal complaint.
2. The complaint shall include the following information: Complainant's name, address, telephone number; what actions or lack of actions brought about the filing of the complaint; date, time, and place of occurrence of the incident; how the complaint was received by the employee; date and time of the employee receiving the complaint; and any witnesses to the incident.
3. The Sheriff or Chief Deputy may assign investigations of complaints to appropriate persons.
4. If there should be any doubt by a supervisor as to what course of action he should take in a particular case, he shall obtain all possible facts and submit them to the Sheriff, who shall determine the actions to be taken.
5. Upon receipt of a complaint by a supervisor, he shall proceed in the following manner: If the complaint is minor, such as an employee's attitudinal behavior, he may issue a verbal reprimand. If the complaint is of a more serious nature, he may relieve the employee to present himself at the Sheriff's Office at 9:00 a.m. the next day, and will prepare a report of all facts and circumstances involving the incident, to be available to the Sheriff at 8:00 a.m. the next day.
6. The Sheriff may classify the report as:
  - a. Unfounded-investigation indicates that the act or acts complained of did not occur or failed to involve department personnel.
  - b. Exonerated-incident did occur but the act or acts were justified, lawful and proper.
  - c. Not sustained-investigation failed to discover sufficient evidence to clearly prove or disprove the allegation made in the complaint.
  - d. Not involved-investigation establishes that the individual subject to this complaint was not involved in the alleged incident.

- e. Founded-investigation reveals allegations to be substantiated.
7. The Sheriff shall review all facts presented in the report. He may review the employee's record prior to making a determination of the action to be taken. The Sheriff may then take any of the following disciplinary measures:
    - a. Oral reprimand-administered by a supervisor of the offender. A report shall be filed by the officer giving the reprimand and shall contain when, where, by whom and the substance of the reprimand which shall be placed in the personnel file of the employee.
    - b. Written reprimand-a copy shall be given to the offender in receiving the disciplinary action. A copy shall also be filed in the employee's personnel folder.
    - c. Suspension-suspended for a specific number of days.
    - d. Demotion-in rank.
    - e. Dismissal-removal from active duty for cause.
  8. Complaints against employees by other employees shall be handled in the same manner as set forth above.
  9. Should an employee be charged with a deliberate violation of department rules, policy, procedures or some more serious offence or infraction, the employee's immediate supervisor may relieve him from duty immediately, subject to review by the Sheriff.
- D. Disciplinary action that may be taken by each level of command.
1. Corporal-May give oral reprimands for minor infractions; invoke relief from duty procedure if warranted.
  2. Sergeant-may give oral reprimands for minor infractions, give written reprimands, initiate an investigation, invoke relief from duty procedure if warranted.
  3. Lieutenant-may give oral reprimands, give written reprimands, recommend investigations, and make written recommendations to the Chief Deputy or Sheriff.
  4. Chief Deputy-may give oral reprimands for minor infractions, written reprimands for minor or major infractions, initiate an investigation, turn back an investigation started at a lower level, invoke relief from duty procedure if situation warrants, suspend an employee for any length of time, and when required, demotion.

5. Sheriff-may give oral reprimands for minor infractions, written reprimands for minor or major infractions, suspend the employee for any length of time, dismiss the employee from service for cause, and when required, demotion.

E. Employee Bill of Rights

When an employee is under investigation or subjected to being interviewed by his immediate supervisor or any other authorized representative of the Sheriff's Office, which could lead to punitive action, the employee shall be entitled to the following protection:

1. Employees and the Pottawattamie County Sheriff's Office shall not solicit any formal citizen's complaints against an employee. Solicitation shall not be construed to mean any following up of a formal complaint, an anonymous complaint or a third party complaint.
2. An employee shall not be subjected to offensive language, nor be threatened with dismissal, transfer or other disciplinary punishment as a guise to attempt to obtain the employee's resignation, nor shall the employee be intimidated in any other manner. No promises or rewards shall be made to the employee as an inducement to answer questions.
3. Any investigation concerning the conduct of an employee, which conduct is allegedly either off duty or on duty shall be initiated only with the approval of the Sheriff.
4. An accused employee shall be informed of the nature of the investigation at the time of the interview by the Sheriff or his designee.
5. When possible, all interviews shall be conducted at a reasonable hour and when the employee is on duty, and if conducted during off duty time, the accused employee shall be compensated in accordance with overtime procedures.
6. The interview session shall be for a reasonable period taking into consideration the gravity and complexity of the issue being investigated.
7. Unless agreed to by the accused employee or as required by law, the County shall not divulge the reason for any disciplinary action that is not appealed beyond the

Sheriff's Office. The Sheriff's Office shall make every reasonable effort to insure that no employee's home address, home telephone number or photographs of the employee is released to the news media or for public consumption.

8. An accused employee shall be permitted to have an attorney, Pottawattamie County Deputy Sheriff's Association representative or both present during the interview.
  9. Any audio, visual, electronic or other recordings that are made of the interview proceedings shall be given to the accused employee, at no cost to the employee.
  10. The employee shall be informed prior to the interview the names of all persons other than the Sheriff's Office personnel that will be present during the interview.
  11. No employee shall have any comment adverse to his interest entered in his personnel file without the employee having first read and signed the instrument containing the adverse comment indicating that he is aware of such comment, except that such entry may be made if after reading such instrument the employee refuses to sign, that fact shall be noted on that document, and initialed or signed by such employee.
  12. An employee shall have thirty (30) days in which to file a written response to any adverse comment entered in his personnel file. Such written response shall be attached to and shall accompany the adverse comment.
  13. The above shall not be construed to restrict management rights to speak with or briefly question employees on verbal or informal complaints of citizens if this questioning may lead to an expedient end of the complaint. Nor shall it restrict internal investigations brought about by shift supervisors. However, should a citizen make a formal written complaint or should a brief investigation uncover facts that may lead to a formal or major investigation or interview, then the procedures set forth above and in subsection C shall be followed.
- F. No sworn officer shall be disciplined based solely on information gathered by Global Positions Systems (GPS); this provision shall not apply, however, to criminal investigations.



- G. For purposes of progressive discipline, disciplinary actions shall be active for twelve (12) months from date of discipline. However, disciplinary actions shall remain active for eighteen (18) months for violations of the same rule.

**ARTICLE 25**  
**CANINE PAY**

Canine handlers will be given thirty (30) minutes of on-duty time, each scheduled duty shift, to provide for the care and grooming of an assigned canine or time and one-half (1 ½) for hours worked past the regular scheduled shift hours. The Sheriff shall determine whether the employee will be provided the thirty (30) minutes of on-duty time or the care and grooming will be completed after the employee's regularly scheduled work shift.

Canine handlers will receive thirty (30) minutes at one and one-half times their regular rate of pay which shall be converted to compensatory time for each scheduled day off, vacation, holiday or sick leave, for the care and grooming of the canine.

Procedures and regulations regarding the above shall be in accordance with the Sheriff's Canine Policy.

**ARTICLE 26**  
**LIGHT DUTY**

The Sheriff may allow an employee to return to work on a “light duty” basis if the employee has a physician’s statement that releases the employee with limitation and/or restrictions. The light duty policy will be in accordance with the following criteria:

1. If there is a light duty position or work duties available within the Sheriff’s Office that satisfied the restrictions set forth by the physician, the employee will be assigned to said positions or duties. Employees receiving worker’s compensation shall take precedent for assignments to light duty positions.
2. If there is a light duty assignment available outside of the department that satisfies the restrictions set forth by the physician and the criteria set forth by the Sheriff’s Office, an employee receiving worker’s compensation may be assigned by the Sheriff to said position.
3. Light duty is not meant to be a permanent work arrangement and no permanent light duty positions are available.

The placement of an employee on light duty will be evaluated after thirty (30) days. The continuation of light duty will be based upon the health condition of the employee, as verified by a physician, and the staffing needs of the facility.

**ARTICLE 27**  
**LONGEVITY**

Longevity pay shall be paid according to the following schedule:

Upon completion of the 5<sup>th</sup> year through the 9<sup>th</sup> year- each full-time employee shall receive \$.26 per hour.

Upon completion of the 10<sup>th</sup> year through the 14<sup>th</sup> year- each full-time employee shall receive \$.46 per hour.

Upon completion of the 15<sup>th</sup> year through the 19<sup>th</sup> year- each full-time employee shall receive \$.92 per hour.

Upon completion of the 20<sup>th</sup> year- each full-time employee shall receive \$1.38 per hour.

Employees who are eligible for longevity shall receive longevity and longevity increases at the beginning of the pay period in which the employee's anniversary date occurs.

**ARTICLE 28**  
**SHIFT DIFFERENTIAL**

Employees who work the 3:00 p.m. to 11:00 p.m. shift shall be paid an extra incentive of \$.60 (sixty cents) per hour. Employees who work the 11:00 p.m. to 7:00 a.m. shift shall be paid an extra incentive of \$.90 (ninety cents) per hour.

**ARTICLE 29**  
**EDUCATIONAL REIMBURSEMENT**

The County Education Assistance Program is provided as an incentive for employees to further their education and development. The incentive is provided through partial financial reimbursement. The course(s) must, in the Sheriff's determination, be law enforcement related or deemed job related by furthering the employee's skills and/or knowledge in his/her present job or in a future position with the Sheriff's Office. Participation in the program does not guarantee the employee a promotion and/or pay increase.

The employer will reimburse full-time employees who have completed, their introductory period, fifty percent (50%) of tuition for courses at an accredited education institution that have been approved by the Sheriff or his designee prior to enrollment in the class up to a maximum of one thousand one hundred dollars (\$1100) per fiscal year. Only tuition will be reimbursed, not books, lab fees, parking or other miscellaneous fees. Employees shall attend courses during their off duty hours only. The employee must successfully complete the course with a grade of "C" or better to receive reimbursement.

In order to be eligible to receive this benefit, an employee must complete the applicable request form and submit it to the Sheriff or his designee for approval no less than thirty (30) days prior to the start of the course. Upon completion of the course the employee must submit a copy of the grade(s) and the tuition costs to the employer within sixty (60) days in order to receive reimbursement. The County shall issue the employee a check for the reimbursement amount within forty-five (45) days of the employee's submission of grades and tuition costs. In the event the employee withdraws from the class prior to the completion of the class or fails to obtain at least a "C" grade, the Employer is not responsible for any reimbursement for the educational benefit.

Employees who terminate their employment with Pottawattamie County and have received educational reimbursement within the past twelve (12) months shall reimburse the County for the total amount of dollars the employee received under educational reimbursement within the past twelve (12) months. It shall be the responsibility of the Sheriff to notify the Auditor's Office prior to the issuing of the employee's final paycheck as to whether or not the employee is required to reimburse the County for funds spent on education reimbursement. This policy does not apply to required continuing education for County positions.

**ARTICLE 30**  
**SECONDARY EMPLOYMENT**

Because of the nature of employment as law enforcement officers, the Sheriff's Office reserves the right to pass judgement on and regulate employees off duty activities. If employees wish to participate in off duty employment, they must request permission to do so each year. The following general guidelines apply in this area:

1. Employees shall not engage in off duty employment which is clearly in conflict with their on duty employment.

A. Definitions

Off Duty Employment is defined as any compensation time while the employee is wearing the uniform or badge of authority of the Pottawattamie County Sheriff's Office, while off duty and the compensation is issued by anyone other than Pottawattamie County.

Conflict of Interest is an action by the employee while working off duty employment which is illegal, compromises the employee's on duty authority or causes a conflict with Departmental guidelines for the benefit of the off duty employer.

B. Policy for Off Duty Employment

Employees may engage in off duty employment upon completion of their introductory period.

C. Guidelines for Off Duty Employment

Employees cannot seek another job with any of the following:

- a. Business whose primary function is to serve alcoholic beverages.
- b. Private detective agency.
- c. Bail bond agency.
- d. Vehicle towing business.
- e. Bill collection or credit collection agency.
- f. Motor vehicle, accident investigation, or related areas business.

D. Procedures for Approval of Off Duty Employment

Department approval is required before an employee can begin work at off duty employment. The following are the procedures for requesting Department approval:



- a. Complete a secondary employment form and submit it to the Chief Deputy or his designee.
- b. The Chief Deputy or designee may grant approval, grant approval with conditions, or deny the request.
- c. If conditions are included on any approval, they will be placed on the request for secondary employment form, and shall be followed or the approval will be considered invalid.
- d. Employees shall receive a copy of any approved, approved with conditions or disapproved request for secondary employment form.

E. Temporary Approval of Off Duty Employment

If there is not enough time for a full review of the request before the starting date of the secondary job, the Chief Deputy or designee may grant temporary approval. If temporary approval is granted, the request form shall be submitted for full approval as set out in the above sections within four (4) calendar days.

F. Reviews of Secondary Employment

1. Employees must give written notification to the Chief Deputy or designee of any changes in the secondary job.
2. Secondary employment may be reviewed at any time. These reviews are to ensure:
  - a. That the secondary job is not inconsistent with the duties as an employee of the Sheriff's Office.
  - b. That the job duties performed at the secondary job are not in conflict with any conditions which may have been given along with the Department's approval.
  - c. That an employee's performance of their official duties is satisfactory.

G. Renewing Secondary Employment

Secondary employment requests must be renewed every year. All renewals must be submitted by February 15<sup>th</sup> of each calendar year or as soon as practical for seasonal employment. Employees are to submit a secondary employment form and check the renewal box.

**ARTICLE 31**  
**INJURED ON DUTY POLICY**

An employee, including an introductory employee, who has been injured in the scope and course of his/her employment with the Employer and who is eligible for Worker's Compensation payments shall adhere to the Iowa Worker's Compensation statute. When an employee is entitled to Worker's Compensation benefits, the employee shall be eligible for a supplemental payment by the County. The employee will not be required to utilize sick leave or other paid leave while recovering from said injury for the first three hundred sixty-five (365) calendar days.

The supplemental payment shall be an amount equal to the difference between the employee's net pay and the amount of the weekly Worker's Compensation benefit the employee receives. "Net pay" for the purpose of this article shall mean the employee's base salary minus deductions for taxes, social security and IPERS.

The supplemental pay shall continue for three hundred sixty-five (365) days, or until the employee has reached maximum medical improvement, whichever comes first. If a Worker's Compensation settlement is agreed upon and approved by order of a court of competent jurisdiction, the County shall provide no further supplemental benefit under the terms of this agreement.

The employee shall not be entitled to a supplemental payment under this section in an amount that, when added to any Worker's Compensation benefit will result in the employee receiving total compensation greater than the average weekly net wage for the applicable period of time.

## **ARTICLE 32 ATTENDANCE**

In order to ensure the Pottawattamie County Sheriff's Office provides the appropriate and timely response to the citizens of Pottawattamie County, it is the policy of Pottawattamie County to require employees to report for work punctually and to work all scheduled hours and any required overtime. Excessive tardiness and poor attendance disrupt work flow and service to the taxpayers of Pottawattamie County and therefore cannot be tolerated.

### **Definitions:**

#### **Unauthorized Absence:**

An absence is considered to be unauthorized if the employee has not followed proper notification procedures or the absence has not been properly approved.

#### **Tardy:**

A tardy is defined as reporting to work after the designated start time at the beginning of the work shift or reporting to work late after designated lunch and break times

#### **Sick Leave Abuse:**

Sick leave abuse means the utilization of sick leave for unauthorized purposes or the misrepresentation of the actual reasons for charging an absence to sick leave. This may include a chronic or patterned use of sick leave. Supervisors will document all sick leave absences on Sick Leave Usage Control calendar in order to assist with the identification of potential sick leave abuse. Indications of sick leave abuse may include but are not limited to the following:

- a) Patterned use of sick days or unpaid leave the day before, or the day after, regularly scheduled days off.
- b) Patterned use of sick leave or unpaid leave the day before, or the day after, a holiday.
- c) Patterned illness on Holidays for which the employee is scheduled to work.
- d) Patterned use of sick leave on days that have been submitted for time off and have previously been denied.
- e) Patterned use of sick leave or unpaid leave on the same day or the week, or month.
- f) Patterned use of sick leave or unpaid leave on, or the day after, payday.

Pattern use shall be considered any three (3) or more occurrences of any one of the above or determined events in a rolling calendar year.

### **Procedure:**

1. Employees are expected to be engaged in carrying out their duties during all scheduled work time and must be ready to begin working at their scheduled starting time. Employees shall be subject to disciplinary action for tardiness, unauthorized absences, and/or sick leave abuse.
2. Employee must notify their supervisor at least one (1) hour prior to scheduled shift whenever they are unable to report for work, know they will be late, or must leave early. The notice should include a reason for the absence and an indication of when the employee can be expected to report to work. Failure to notify the supervisor of any absence may result in loss of compensation during the absence and may be grounds for disciplinary action.
3. When an employee calls to report an absence due to illness, the supervisor will acknowledge the telephone call. Approval or denial will be administered when the employee leave records are calculated for payroll purposes. If an employee has exhausted their sick leave, the employee will not be compensated unless approval to utilize other available paid leave is received from the Sheriff or designee.
4. Employees shall not be paid for time missed due to late arrival if the time missed exceeds five (5) minutes after starting or before quitting time unless approval to utilize paid leave is received from the Sheriff or designee.
5. Employees who are delayed in reporting for work by thirty (30) minutes or more and who have not notified their supervisor in advance of their scheduled start time of their expected tardiness may lose their right to work the balance of the work day. Employees, who lose their right to work the balance of the work day, shall not receive compensation for the day unless approval to utilize paid leave is received from the Sheriff or designee. In addition, employees who report for work without proper equipment or in improper attire may not be permitted to work. Employees who report for work in a condition considered not fit for work, whether for illness or any other reason, will not be allowed to work and will be allowed to utilize appropriate accumulate leave.
6. Employees are generally expected to report for work during inclement weather conditions if Pottawattamie County does not declare an emergency closing. If Pottawattamie County closes the courthouse due to a weather emergency, essential personnel, as designated by the Sheriff are required to report for duty as scheduled.

7. Employees will not be required or permitted to work any period of time before or after scheduled starting or quitting times for the purpose of making up time lost because of tardiness or unauthorized absence.
8. Employees who are absent from work for three (3) consecutive days without giving proper notice will be considered as having voluntarily resigned. At the expiration of those three days, the Sheriff's Office will formally note the resignation and advise the employee of the action by certified mail to the employee's last known address.
9. It is incumbent upon the supervisors to report observed patterns and frequency of tardiness and the use of sick leave or unpaid leave by their employees.
10. The Sheriff's Office shall utilize a point system in regard to tardy and "no call, no show" absences.
  - A. Employees will be charged points for absences in accordance with the following:
    - Each late in (tardy) or early out, 5 minutes or more 1 point
    - 3 late in (tardy) or early outs of 3-4 minutes within a Pay period ½ point
    - Each "no call, no show" for work 5 points

Employees shall be notified in writing when points have accrued. The written notification shall be hand delivered or put in the employee's box. The notification shall include the points charged, the reason for the points and the total number of points accrued to date. An employee who wishes to contest points charged, shall direct their question to the Chief Deputy or Sheriff.

- B. If an employee has completed their introductory period and has an absence-free quarter, then the employee shall be compensated with eight (8) hours if a non-continuous shift employee or twelve (12) hours if a continuous shift employee, of compensatory time at the straight time rate. An absence free quarter shall mean no tardies of five (5) minutes or more, no unpaid suspensions, no unpaid days off and no use of sick time.
- C. The following absences will not be charged as absences when determining an absence-free quarter:

- Any paid leave approved in advance by a supervisor with the exception of sick leave; unless such leave is utilized for the purpose of sick leave.
- Worker’s Compensation or sick leave utilized in conjunction with Worker’s Compensation;
- Military Leave, Funeral Leave, Jury Duty, Election Duty or absence as a result of a subpoena,
- Those determined non-chargeable by the Chief Deputy after consultation with the Sheriff.

D. Employee will be disciplined for points accrued in accordance with the following:

- |                     |                            |
|---------------------|----------------------------|
| • 4 points          | Oral Reprimand             |
| • 6 points          | Written Reprimand          |
| • 8 points          | 1 day suspension           |
| • 10 points         | 3 days suspension          |
| • 12 points         | 6 days suspension          |
| • 14 points & above | Termination recommendation |

Points will automatically accrue according to policy and shall be based upon a “rolling” twelve (12) month period. The “roiling” 12 month period is measured backward from the date of point accrual. Points will be removed one (1) year from the date accrued.

**ARTICLE 33**  
**OFF DUTY LAW ENFORCEMENT ACTIONS**

Any time spend while off-duty effectuating a felony or misdemeanor arrest (exclusive of traffic related offenses) will be compensable hours of work. Deputies working approved secondary employment within Pottawattamie County shall receive compensation from the County at the appropriate rate when required to utilize arrest powers. Such compensation shall only be for the time spent effectuating the arrest. Provisions of Article 9, B. Call Back shall not apply. The power of arrest will only be used in accordance with all Sheriff's department policies, procedures and special orders. Any compensation received by a Deputy Sheriff from a secondary employer for time spent on an arrest will be remitted back to the County by the Deputy.

In the event that an off duty arrest results in court time related to the criminal prosecution of the individual arrest, such time shall be compensable under Article 9, B Call Back.

**ARTICLE 34  
EFFECTIVE PERIOD**

This Agreement shall be effective July 1, 2021 and shall remain in full force and effect through June 30, 2023.

This Agreement shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing not later than September 15 of each year that it wishes to modify this Agreement.

In the event that such a notice or modification is given, negotiations shall begin no later than the first day of October following such notification.

This Agreement shall remain in full force and effect while negotiations are in progress.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

POTTAWATTAMIE COUNTY  
DEPUTY SHERIFFS ASSOCIATION

By \_\_\_\_\_  
President

By \_\_\_\_\_  
Negotiating Member

By \_\_\_\_\_  
Negotiating Member

POTTAWATTAMIE COUNTY  
BOARD OF SUPERVISORS

By \_\_\_\_\_  
Chairman

By \_\_\_\_\_  
Member

By \_\_\_\_\_  
Member

By \_\_\_\_\_  
Member

By \_\_\_\_\_  
Member

By \_\_\_\_\_  
Chief Negotiator





**Jana Lemrick/Director, HR – Discussion  
and or decision to approve and authorize  
Board to sign:**

**Memorandum of Understanding Between  
Pottawattamie County and AFSCME Local  
2364, Roads Employees.**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
POTTAWATTAMIE COUNTY  
AND THE  
AMERICAN FEDERATION OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES (AFSCME),  
LOCAL 2364**

Pottawattamie County and the American Federation of State, County and Municipal Employees (AFSCME) (hereinafter the “Bargaining Unit”) are parties to a Collective-Bargaining Agreement and have agreed to certain terms and conditions for supplemental pay for those employees that are included in the Roads bargaining unit.

It is agreed between the parties that this memorandum of understating is effective July 1, 2021 – June 30, 2022

Employees may choose to cash out forty (40) hours of their accumulated compensatory time one time per fiscal year by providing the employer written notification three weeks in advance of the requested payment.

Employees that have reached their annual vacation accrual may choose to cash out forty (40) hours of their vacation, one time per fiscal year by providing the employer written notification three weeks in advance of requested payment.

SO AGREED this \_\_\_\_\_ day of \_\_\_\_\_ 2021

\_\_\_\_\_  
Pottawattamie County Board  
Of Supervisors Chairman

*/s/ Julie Dake Abel*  
AFSCME/IA Council 61

**Jana Lemrick/Director, HR – Discussion  
and or decision to approve and authorize  
Board to sign:**

**Memorandum of Understanding Between  
Pottawattamie County and AFSCME Local  
2364-911.**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
POTTAWATTAMIE COUNTY  
AND THE  
AMERICAN FEDERATION OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES (AFSCME),  
LOCAL 2364-911**

Pottawattamie County and the American Federation of State, County and Municipal Employees (AFSCME) (hereinafter the “Bargaining Unit”) are parties to a Collective-Bargaining Agreement and have agreed to certain terms and conditions supplemental pay for employees of the Pottawattamie County Communications Center covered under the contract.

It is agreed between the parties that this memorandum of understanding will be effective July 1, 2021 – June 30, 2022.

**Uniforms**

Each full-time, non-introductory Employee shall be provided five (5) uniform shirts by the Employer after successful completion of the training program. The Employer shall thereafter replace up to five (5) uniform shirts each fiscal year.

**Longevity**

Employees with more than five (5) years continuous service shall be eligible for longevity pay pursuant to the following schedule:

5 <sup>th</sup> Anniversary	\$.30/hr
10 <sup>th</sup> Anniversary	\$.65/hr
15 <sup>th</sup> Anniversary	\$.95/hr
20 <sup>th</sup> Anniversary	\$1.05/hr

Employees who are eligible for longevity shall receive longevity and longevity increases at the beginning of the pay period in which the employee’s anniversary date occurs.

**Working Out of Classification**

The bargaining unit Employees qualified to act in a supervisory capacity shall receive additional compensation for each hour worked in such capacity as follows:

Two Dollars (\$2.00) per hour

The Director shall establish an eligibility list based upon the employees ability to perform the Supervisor, Assistant Supervisor and Communication Training Officer duties; and the following minimum standards:

No employee shall be required to perform the duties of the Supervisor, Assistant Supervisor or Communication Training Officer until training has been completed.

### **Shift Differential**

A shift differential of thirty cents (\$.30) per hour will be paid to bargaining unit employees whose regularly scheduled shift occurs between 2:55PM and 10:55PM and a shift differential of forty-five cents (\$.45) per hour will be paid to bargaining unit employees whose regularly scheduled shift occurs between 10:55PM and 06:55AM.

To be eligible the employee must work at least three (3) hours of the applicable shift for at least fifty percent (50%) of the available hours during the month. Shift differential shall not be paid for work performed as overtime.

### **Callback Pay**

An employee who is called back to work by the Employer shall be paid a minimum of two (2) hours pay at one and one-half (1 ½) his regular pay or shall receive compensatory time unless such call back is one (1) hour or less prior to the employee's regular shift. Also, the minimum does not apply when an employee is ordered to work beyond the employee's regular shift. This shall include call back time for court appearance, which shall also include telephonic and video hearings, provided that the employee is testifying because of circumstances arising out of his or her assigned work duties, and further provided that the employee has been ordered to testify by a Supervisor or is subpoenaed. Call back time shall also include being called in to work for training, having to be present for internal affairs investigations or as directed by the Director of Operations, Assistant Director of Operations or a Shift Supervisor.

### **Perfect Attendance Leave**

After completion of the Introductory Period, an Employee shall be eligible to earn eight (8) hours off with pay at the regular rate for each calendar quarter in which perfect attendance is achieved. This leave must be used within twelve (12) months of being earned. Perfect attendance leave must be taken in eight (8) hour increments.

Employees are not eligible for perfect attendance leave if the following occurs:

1. Employee utilizes personal or family sick leave.
2. If the employee utilizes any other paid leave for the purpose of sick leave or FMLA leave.
3. If attendance points are assessed for tardies.
4. If the employee is in an unpaid status to include unpaid suspensions.

Holidays, vacation, compensatory time off, casual day, perfect-attendance day, on the job injury, funeral in the immediate family or jury duty shall not count against perfect attendance.

Requests for earned leave shall be made in accordance with the Vacation Article of the agreement.

Temporary/Part-time Employees shall not be eligible for perfect attendance compensation.

SO AGREED this \_\_\_\_\_ day of \_\_\_\_\_ 2021

\_\_\_\_\_  
Pottawattamie County Board  
Of Supervisors Chairman

\_\_\_\_\_  
AFSCME/IA Council 61

**Received/Filed**



**Closed Session**

# **Capital Improvements Study Session**