

February 18, 2025

MET IN REGULAR SESSION

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

PLEDGE OF ALLEGIANCE

Chairman Belt read the Public Comment Policy statement.

1. CONSENT AGENDA

After discussion was held by the Board, a Motion was made by Miller, and seconded by Shea, to approve:

- A. February 11, 2025, Minutes as read.
- B. Jail – Employment of Gerald Cahill as a Detention Officer.
- C. Communications – Employment of Jessie Finch as a Telecommunications Operator.
- D. January 2025 Vendor Publication Report.

UNANIMOUS VOTE. Motion Carried.

2. SCHEDULED SESSIONS

Motion made by Wichman, second by Shea, to approve Lincoln Township to hold more than 3 meetings.

UNANIMOUS VOTE. Motion Carried.

Motion by Wichman, second by Shea, to approve and authorize Board to sign **Resolution No. 11-2025**, a Resolution entitled: Resolution for Interim County Engineer Sharing Agreement and that it would have to be reviewed after 90 days. Said Resolution is set out as follows:

**RESOLUTION 11-2025
FOR INTERIM COUNTY ENGINEER SHARING AGREEMENT**

This **Interim County Engineer Sharing Agreement** ("Agreement") is entered into this 18 day of February 2025, by and between **Pottawattamie County**, and **Harrison County**.

WHEREAS, Harrison County requires interim engineering services and Pottawattamie County has agreed to share the position of County Engineer on an interim basis; and

WHEREAS, Pottawattamie County is willing and able to provide the services of an interim County Engineer for Harrison County under the terms and conditions set forth below;

NOW, THEREFORE, the parties hereby agree as follows:

1. Position of Interim County Engineer

Pottawattamie County agrees to provide an interim County Engineer ("Engineer") to serve Harrison County for a mutually agreed-upon period of time, beginning on February 22, 2025, and ending on May 22, 2025 (the "Term"), unless otherwise extended by the parties. The interim County Engineer shall be either the current Pottawattamie County Engineer, or the licensed assistant as availability dictates and at the discretion of Pottawattamie County and hereafter referred to as Engineer in this agreement.

2. Costs and Payments

a. **Harrison County Payments to Pottawattamie County:** Harrison County agrees to reimburse Pottawattamie County for \$150 per hour worked and 100% of any other actual cost associated with the Engineer's work during the Term. These costs will include, but are not limited to, salary, benefits, mileage, and any additional expenses directly attributable to the Engineer's services provided for Harrison County.

b. **Pottawattamie County Shared Status Salary:** Pottawattamie County will pay the Engineer \$150 per hour worked for hours worked for Harrison County during the Term.

c. **Payment Schedule:** Harrison County shall make payments to Pottawattamie County monthly, or as otherwise agreed by the parties in writing, based on the actual hours worked by the Engineer at Harrison County during that period.

3. Engineer's Responsibilities

a. The Engineer will perform the duties and responsibilities of County Engineer for Harrison County during the Term, including, but not limited to, overseeing engineering projects, and directing the engineering staff of Harrison County.

b. Pottawattamie County and Harrison County shall mutually agree upon any changes to the scope of work, including adjustments to the Engineer's time allocation between the two counties.

c. The Engineer is hereby designated, authorized, and empowered on behalf of the Board of Supervisors of Harrison County to execute the certificate of completion of work and final acceptance thereof in accordance with plans and specifications in connection with all Farm-to-Market and Federal or State aid construction projects in Harrison County.

4. Work Hours and Allocation

a. The Engineer will allocate their time to Harrison County on an as needed basis, but normally estimated to be eight hours per week. Work performed for Harrison County shall be recorded in quarter hour increments, but with a two hour minimum per day of work.

5. Independence of Engineers' Employment

The Engineer remains an employee of Pottawattamie County, and Pottawattamie County is responsible for all benefits, taxes, and employment-related obligations in accordance with its standard employment practices. Nothing in this Agreement shall be construed as creating an employment relationship between Harrison County and the Engineer.

6. Liability and Indemnification

- a. Each County shall be responsible for its own acts and omissions, and neither party shall be responsible for the acts or omissions of the other.
- b. Harrison County agrees to indemnify and hold Pottawattamie County harmless from any claims, liabilities, or expenses resulting from Harrison County's reliance on the Engineer's services.

7. Termination of Agreement

This Agreement may be terminated by mutual consent of both parties or by either party with thirty (30) days written notice to the other party.

8. Miscellaneous Provisions

- a. **Amendments:** This Agreement may be amended only by written consent of both parties.
- b. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa.
- c. **Entire Agreement:** This Agreement constitutes the entire understanding between Pottawattamie County and Harrison County with respect to the subject matter hereof, and supersedes all prior discussions, understandings, or agreements, whether written or oral.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Approved this 18th day of February 2025.

**BOARD OF SUPERVISORS
POTTAWATTAMIE COUNTY, IOWA**

**BOARD OF SUPERVISORS
HARRISON COUNTY, IOWA**

Scott Belt, Chair

Brian Rife, Chair

Jeff Jorgensen, Member

Tony Smith, Member

Susan Miller, Member

Rebecca Wilkerson, Member

Brian Shea, Member

Tim Wichman, Member

Attest:

Attest:

Auditor, Mary Ann Hanusa

Auditor, Megan Reffett

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

Motion by Shea, second by Jorgensen, to approve funding of \$2,000 for Loess Hills Alliance to be paid from gaming.

UNANIMOUS VOTE. Motion Carried.

3. COMMITTEE APPOINTMENTS

Update from Board members on Committee meetings from the past week.

4. RECEIVED/FILED

A. Salary Action(s):

- 1) Jail – Payroll status change for Cole Button and Caden Selander.

B. Out of State Travel Notification(s):

- 1) Auditor – Out of State Travel Notification for Mary Ann Hanusa.

5. PUBLIC COMMENTS

No public comments.

Chairman Belt stepped down as Chair to leave meeting. Chairman Pro-Tem Shea presumed as Chair.

6. BUDGET STUDY SESSION

- 1) Veterans Service
- 2) Jail
- 3) Sheriff
- 4) Secondary Roads
- 5) IT
- 6) Conservation

7. CLOSED SESSION

Motion by Miller, second by Jorgensen, to go into Closed Session pursuant Iowa Code 20.17(3) for discussion and/or decision on labor negotiations/collective bargaining matters.

Roll Call Vote: **AYES: Miller, Wichman, Shea, Jorgensen. Motion Carried.**

Motion by Miller, second by Jorgensen, to go out of Closed Session.

Roll Call Vote: **AYES: Miller, Wichman, Shea, Jorgensen. Motion Carried.**

8. ADJOURN

Motion by Miller, second by Jorgensen, to adjourn meeting.

UNANIMOUS VOTE. Motion Carried.

THE BOARD ADJOURNED SUBJECT TO CALL AT 3:05 P. M

 Scott Belt, Chairman

ATTEST:

 Mary Ann Hanusa, Auditor

APPROVED: February 25, 2025

PUBLISH: X