

October 5, 2015
Garner, Iowa

The Hancock County, Iowa, Board of Supervisors met in adjourned session on the above captioned date pursuant to adjournment with Supervisors Florence (Sis) Greiman, Ron Sweers, and Jerry J. Tlach present. Absent: none.

The minutes of September 28, 2015 meeting were read and approved.

On motion by Supervisor Sweers, seconded by Supervisor Greiman and carried unanimously, the Board gave approval to the following: Quarterly reports of the Hancock County Auditor, Recorder, and Sheriff for the period ending September 30, 2015.

On motion by Supervisor Sweers, seconded by Supervisor Greiman, the Board unanimously approved the following Resolutions:

ROAD CLOSING RESOLUTION

As per Section 306.41 Code of Iowa be it resolved that the Board of Supervisors of Hancock County hereby declare closed temporarily the following roads in Hancock County due to construction, reconstruction, maintenance or natural disaster. This resolution shall become effective upon placement of temporary road closure signs and shall expire when the said temporary signs are removed upon completion of said project.

DESCRIPTION OF ROADS AFFECTED

180th Street from SW Cor. Sec. 19-95-25 to SE Cor. Sec. 19-95-25 (Between Grant Avenue to Hill Avenue)

RESOLUTION APPROVING 28E AGREEMENT WITH WRIGHT COUNTY, IOWA, AND ADAM W.CLEMONS, P.E., REGARDING SHARED EMPLOYMENT OF COUNTY ENGINEER

WHEREAS Wright County, Iowa, Hancock County, Iowa, and Adam W. Clemons, P.E., desire to enter into a 28E Agreement regarding the shared employment of Mr. Clemons as County Engineer for both counties; and

WHEREAS Hancock County wishes to formalize its approval of said agreement;

BE IT THEREFORE RESOLVED by the Board of Supervisors of Hancock County, Iowa, that the Wright-Hancock County Engineer Share Agreement, a copy of which is attached to this Resolution as Exhibit "A," is hereby approved.

BE IT FURTHER RESOLVED that the Chair of the Board of Supervisors is hereby authorized and directed to execute said Agreement and is further authorized and directed to do any and all things necessary to comply with its terms.

Exhibit A:

**WRIGHT - HANCOCK
COUNTY ENGINEER SHARE AGREEMENT**

This Contract and Agreement is made and entered into this 5th day of October, 2015, by and between Wright County, Iowa (hereinafter referred to as Wright), and Hancock County, Iowa (hereinafter referred to as Hancock), and Adam W. Clemons, P.E. This agreement shall be known as the Wright - Hancock County Engineer Share Agreement, and each county shall adopt resolutions approving this agreement. This agreement does not contemplate and shall not be construed to limit or expand the powers of the participating counties, except as expressly stated in the agreement. This agreement is intended to comply with the requirements of Chapter 28E of the Code of Iowa, specifically section 28E.12.

The purpose of this agreement is to establish a working mechanism between the two participating counties and the county engineer, in accordance with Chapter 28E and other relevant sections of the Code of Iowa, so that the agencies may jointly utilize the services of Adam W. Clemons, P.E., Wright County Engineer (hereinafter referred to as the Engineer). Pursuant to said purpose it is agreed as follows:

1. Both Wright and Hancock desire and need the services of a Licensed Professional Engineer registered in the State of Iowa to serve in the capacity of County Engineer, in accordance with Iowa Code Sections 309.17 through 309.21, and the Engineer is qualified to serve in this position.
2. The Engineer shall be an employee of Wright.
3. Wright shall contract the services of the Engineer to Hancock for the period beginning October 5, 2015, to June 30, 2016. This agreement shall renew automatically unless amended pursuant to paragraph 15 or terminated by notice in writing pursuant to paragraph 14.
4. Each county shall furnish the Engineer all office space and supplies, equipment, material, personnel, and transportation they deem necessary for the efficient performance of the official duties as County Engineer of each county.
5. In order to provide for greater efficiency in the management of the two Secondary Road Departments, the Engineer is authorized to use equipment, personnel and materials from one county to the other county, with reimbursement calculated on actual cost basis. Prior to using personnel or equipment on a major project, the Engineer shall notify and obtain approval from the Board of Supervisors for the appropriate county.

6. It is understood and agreed that good management and engineering are the most important factors in the success of the Secondary Road Departments. Each Board of Supervisors is the responsible elected body charged with the overall responsibility of all county functions, including the Secondary Road Department, and all Secondary Road plans and programs are implemented through the Engineer. The Engineer shall have full control of all planning, engineering, construction, and maintenance work of the Secondary Road Department in order to accomplish his official duties. All construction and maintenance work shall be performed under the direct and immediate supervision of the Engineer, who shall be deemed responsible for the efficient, timely, and good-faith performance of said work. It shall be the responsibility of the Engineer to fill vacancies within the department and administer disciplinary actions to the employees of the department as, in his opinion, are required. As part of his supervisory responsibilities, the Engineer shall conduct annual performance reviews, which shall be reduced to writing, for all Secondary Road employees.
7. The Engineer shall file a bond suitable to each Board of Supervisors in accordance with Iowa Code 309.18. All fees incurred by filing said bonds in each county shall be paid by the respective county.
8. The Engineer shall devote his time and talents to the interests of both Wright and Hancock. The Engineer shall provide on a weekly basis to Wright and Hancock the time and supervision necessary to fulfill the requirements of each Secondary Roads Department and the respective Boards. Although this agreement does not require the Engineer to keep regular logs or reports of time spent, each Board of Supervisors may from time to time request the Engineer to provide reports on work performed by the Engineer and employees in the Secondary Road Department. Engineer shall also be expected to attend—or at least be available for—weekly Board of Supervisors meetings as needed.
9. The Engineer shall be in charge of the Secondary Road Department of each county. The Engineer shall be indemnified and saved harmless by the respective county for any and all actions taken against said county, its Board or the Engineer, due to actions performed by the Engineer during the course of his official duties for either county. Each county shall defend all such actions arising from that county and pay all judgments rendered as regards the actions of the Engineer in that county. Each county shall acquire insurance as is deemed necessary to accomplish the same.
10. The Engineer is hereby authorized to incur reasonable expenses for and in the performance of his duties, including membership in professional organizations, and attendance at hearings, national, state and local conferences and seminars, and equipment exhibitions, in accordance with Wright policies, including reasonable and necessary expenses for lodging, meals, travel and similar items. Hancock shall pay for expenses of meetings that are strictly to the benefit of Hancock. The Engineer shall be allowed mileage at the rate set by Wright for use of his private car when is deemed necessary by the Engineer for the transaction of official business. Wright shall provide a vehicle for the Engineer as the primary mode of transportation for all work-related purposes. Due to the fact the Engineer is “on call” after hours, the

Engineer is permitted to travel to and from his residence and store the Wright vehicle at his residence during non-working hours. The Engineer may use the Wright vehicle to travel to and from Hancock County and for Hancock business at the Engineer's discretion. Hancock may also supply a vehicle for the Engineer for work-related purposes. The Hancock vehicle shall be stored in Hancock County and may be used for Hancock County business at the Engineer's discretion. Hancock shall reimburse Wright for expenses incurred when the Engineer uses the Wright vehicle for Hancock business.

11. Hancock shall recognize the benefits accrued by the Engineer as an employee of Wright, including but not limited to paid vacation days, holidays, sick days, retirement, and insurance benefits as per Wright employee policy and as stated in paragraphs 6 through 10 of the Employment Contract and Agreement, which is hereby referenced and incorporated as part of this agreement. The Engineer shall be entitled to use no more than 50% of his paid vacation and sick days in each county. Hancock shall reimburse Wright for an amount equal to one-half of the annual salary and benefits accrued by Engineer as set forth in paragraph 13 of this agreement.
12. Hancock shall carry workmen's compensation insurance on the Engineer for injuries sustained while carrying out duties specific to Hancock. Wright shall carry workmen's compensation insurance on the Engineer for injuries sustained while carrying out duties specific to Wright. Hancock shall not be required to reimburse Wright for the expense of carrying workmen's compensation insurance.
13. For the period October 5, 2015, to June 30, 2016, Hancock shall reimburse Wright for an amount equal to one-half of the pro-rated annual salary of \$130,000 plus applicable benefits for the Engineer. Hancock shall make payments on a monthly basis, with the first installment being due on or near November 1, 2015. Wright shall be responsible for calculating the total benefits to be reimbursed on a monthly basis, and shall provide this information to Hancock by the 15th day of each month. Wright may include expenses such as, but not limited to, expenses incurred for professional organization memberships, meetings and travel, a communications device, health insurance, and vehicle mileage reimbursement. Hancock shall only reimburse travel expenses associated with Hancock County business. Hancock shall reimburse vehicle mileage at a rate of forty-eight (48) cents per mile.
14. Either Board of Supervisors may terminate this agreement at any time without cause by giving the written notice as required herein. Such written notice shall be provided to the other Board of Supervisors and the Engineer. In such event, the Engineer, if required by the other Board, shall continue to render his services and shall be paid compensation as agreed to by the remaining parties after the date of termination.
 - a. If Hancock fails to provide Wright and the Engineer with thirty (30) days written notice of termination, Hancock shall be liable to Wright for an amount equal to one-fourth of the annual payment calculated under paragraph 13. The salary paid to the Engineer by Wright will revert back to what it was prior to this agreement plus any positive adjustments as set forth

in the Engineer's agreement executed with Wright previous to this agreement.

- b. If Wright fails to provide Hancock and the Engineer with ninety (90) days written notice of termination, Wright shall be liable to Hancock for an amount equal to one-half of the annual payment calculated in paragraph 13. The salary paid to the Engineer by Wright will revert back to what it was prior to this agreement, plus any positive adjustments as set forth in the Engineer's agreement executed with Hamilton previous to this agreement.
- c. The Engineer may terminate this contract at any time without cause by giving thirty (30) days written notice in writing to each Board. In such event, the Engineer shall continue to render his services and shall be paid his regular compensation up to the date of termination, but no severance allowance shall be paid. The Engineer shall be paid for all accrued and unused personal days earned at the time of termination.

15. This agreement may be amended at any time by agreement of Wright, Hancock, and the Engineer.

16. This agreement shall supersede all provisions of previous arrangements and any such agreements presently existing shall become null and void unless otherwise referenced herein.

On motion by Supervisor Greiman, seconded by Supervisor Sweers and carried unanimously, the Board gave approval to the following: Wright-Hancock County Engineer Share Agreement.

On motion by Supervisor Sweers, seconded by Supervisor Greiman and carried, the Board authorized the County Auditor to issue checks for the claims on file this date, October 5, 2015. A full listing of all claims paid in October, 2015 will be published in the October 19, 2015 minutes.

No further business to come before the Board, motion made to adjourn at 10:53 a.m. by Supervisor Greiman and carried. All Supervisors present voting, "Aye," session to adjourn and will meet again on October 12, 2015.

ATTEST:

Michelle K. Eisenman, Auditor

Jerry J. Tlach, Chair