

EMPLOYMENT AGREEMENT BETWEEN POTTAWATTAMIE COUNTY BOARD OF SUPERVISORS AND COUNTY ENGINEER

This agreement is made by and between the Pottawattamie County Board of Supervisors, hereinafter referred to as the "Board" and Andy J. Wicks, hereinafter referred to as the "County Engineer".

In consideration of the mutual agreement hereinafter set out, it is agreed by and between the parties that:

Section 1. Term and Salary.

The Board agrees to employ the Engineer as the County Engineer for the period beginning October 20, 2025 and ending June 30, 2028, unless terminated earlier pursuant to Section 13. The Board shall pay the Engineer, in equal biweekly installments, annual salaries of \$160,000.00. The County Engineer shall be entitled to annual cost of living salary adjustments in accordance with adopted policies of the Board for the non-represented employees. The County Engineer may request, and the Board may grant, additional positive salary adjustments throughout the life of this agreement.

Section 2. Secondary Roads Management.

- (A) The Board recognizes that the Code of Iowa authorizes certain authorities, responsibilities, and powers on the County Engineer as the department head of the Secondary Roads Department. Such authorities, responsibilities, and powers shall not be decreased or impaired by the Board through its administrative or policy functions.
- (B) It is understood and agreed that good management and engineering are the most important factors in the success of the Secondary Roads Department. The Board is the responsible elected body charged with the overall responsibility of all county governmental functions, including the Secondary Roads Department, and that all Secondary Roads plans and programs are implemented through the County Engineer. The Board recognizes its

responsibility for delegation of authority to the County Engineer relative to the execution of policies, plans and programs.

- (C) The County Engineer shall be regarded as the manager of the Secondary Roads Department and will be expected to formulate recommendations in the areas requiring policy development and appropriate action by the Board. The Engineer shall have the full control of all planning, engineering, construction and maintenance work of the Secondary Roads Department in order to accomplish his official duties. The County Engineer shall be responsible for the economical and expeditious execution of the policies, plans and programs of the Secondary Roads Department. It shall be the full responsibility of the Engineer to fill vacancies within the department in accordance with Board personnel policies and administer disciplinary actions to the employees of the department as, in his opinion, are required.

Section 3. Evaluation.

The Board shall have the responsibility of evaluating the performance of the County Engineer and shall perform said evaluation at least on an annual basis.

Section 4. Work Plans and Programs.

The County Engineer will be expected to formulate and provide appropriate justification for all work plans and programs submitted to the Board.

Section 5. Personnel Management.

The County Engineer will be expected to judiciously use all discretionary authority contained in the Code of Iowa, approved policies, plans and programs including the County handbook and union contract. Reports on the use of delegated authority concerning personnel administration and employee relations programs may be required at scheduled intervals and at other times as deemed necessary.

Section 6. Cooperation.

The Board recognizes that effective and efficient management of the Secondary Roads System can exist only through mutual understanding and complete cooperation between the Board and the County Engineer. The County Engineer shall be expected to produce results and furnish the Board of Supervisors information in a manner which indicates that the Board's policies, plans and programs are being implemented and carried out. The County Engineer's performance cannot be the best unless he is given latitude to exercise his independent judgment and discretion which is necessary in connection with the performance of operating management functions and in carrying out all of the policies and programs of the Secondary Roads Department.

Section 7. Citizen Complaints.

All complaints, regarding Secondary Roads, received by a Board member shall be relayed to the County Engineer or his designated representative within thirty (30) days of receipt.

Section 8. Communication.

The County Engineer shall keep the Board adequately informed on all procedures developed for the prompt handling of requests or complaints received by a Board member or other complaints received by the Board or other personnel. The County Engineer shall be present at Board meetings when requested by one or more members of the Board.

Section 9. Board Support.

The County Engineer shall be furnished with a private office, automobile, a general work force and such other facilities, equipment and services suitable to his position and adequate for the performance of his duties. The County agrees to pay membership dues in appropriate professional organizations beneficial to the County Engineer and Secondary Road functions.

Section 10. Expenses.

The County Engineer is hereby authorized to incur reasonable expenses for and in the performance of his duties, including attendance at local, state, and national conferences, seminars, hearings and equipment exhibitions, in accordance with county policies, including reasonable and necessary expenses for lodging, meals, travel, and similar items. The County will

provide for the reimbursement of all reasonable out-of-pocket expenses upon the presentation by the County Engineer of an itemized account of such expenditures in accordance with Board policy and permitted by state law.

Section 11. Benefits.

- (A) The County Engineer shall be provided vacation in accordance with prevailing county policy established for non-represented employees. However, after the first year of this contract (October 16, 2026), the County Engineer may solicit the Board to increase annual vacation accrual to 120 hours. The Board may determine at that time whether to grant the County Engineer's request. In the event the County Engineer utilizes 40 hours or more of vacation at one time, he shall notify the Board by emailing the Board's Executive Assistant two weeks prior to the day he will be leaving.
- (B) Additionally, the County engineer shall be provided 5 separate personal days per fiscal year that may not be carried over to the next fiscal year.
- (C) The County Engineer shall be entitled to all other benefits provided in the County handbook including, for example, any incentive plans, hospitalization plans, sick leave, disability income plan, drug, dental, life insurance policy plan, HSA, cell phone, and similar employee fringe benefit plans. The County Engineer shall accrue sick leave at a rate of no less than 144 hours per year with a maximum accrual as stated in the County handbook.
- (D) With approval from the Board, accrued sick leave may be used for paternity leave in the event of County Engineer's wife having a child.

Section 12. Bond.

The County Engineer shall file a bond suitable to the Board in accordance with Iowa Code §309.18, and that all fees for the same shall be paid by the Board. It is further agreed that the Engineer shall be indemnified and held harmless for any and all actions taken against the County, and the Board or the Engineer, due to the actions performed by the Engineer during the course of his official duties. The Board shall defend all such actions and pay all judgments rendered. The Board shall acquire insurance as necessary to accomplish the same or assume the full

responsibility necessary to accomplish the same.

Section 13. Termination, Resignation and Severance Pay.

- (A) Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Board to terminate the services of the County Engineer at any time, subject only to the provisions set forth in this Section.
- (B) In the event the Board terminates the County Engineer without cause before expiration of the term of this Agreement and during such time that the County Engineer is willing and able to perform his duties under this Agreement, the Board agrees to pay the County Engineer a lump sum cash severance payment equal to a three (3) month's current salary which will include health, dental and vision insurance. The Board shall give thirty (30) days' notice in writing to the County Engineer of such formal action taken by a majority vote of the Board. In such event, the County Engineer, if requested by the Board, shall continue to render his services and shall be paid his regular compensation up to the date of termination. In order to receive the severance payment, the County Engineer agrees to waive all claims, causes of action and/or other remedies against the County for such termination.
- (C) In the event the County Engineer is terminated with cause, the Board shall have no obligation to pay any severance as contained in Section 13 (B). As used herein, "cause" refers to
 - (1) conviction of a felony,
 - (2) conviction of any charge involving personal gain,
 - (3) a finding of conduct that contravenes this Agreement, or
 - (4) any violation of county Policies or directives as determined by the Board of Supervisors
- (D) The County Engineer shall be entitled to a hearing prior to termination of the County Engineer for cause. The County Engineer shall be given written notice setting forth any charges as soon as practical, prior to such hearing by the

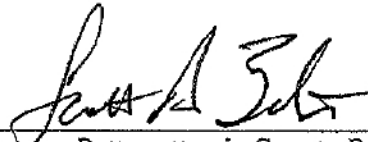
Board.

- (E) If mutually agreed upon by the Board and the County Engineer, the above requirement for a hearing may be waived.
- (F) Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the County Engineer to resign at any time from his position with the Board.
- (G) In the event the County Engineer voluntarily resigns before expiration of the aforesaid term of employment, then the County Engineer shall give the Board three (3) months' notice, in advance, unless the parties otherwise agree. In the event of a voluntary resignation, the County Engineer is not entitled to the lump sum severance payment referenced above for termination without cause nor is he entitled to any other form of severance, except accrued vacation.

Section 15. Preemption

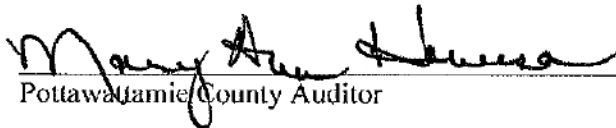
This agreement shall supersede all provisions of previous agreements and any such agreements presently existing shall become null and void.

Adopted this 14 day of October, 2025.



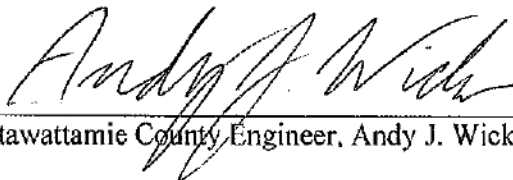
Chairman, Pottawattamie County Board of Supervisors

ATTEST:



Pottawattamie County Auditor

Accepted this 15 day of October, 2025.



Pottawattamie County Engineer, Andy J. Wicks