



RESIGNATION ACCEPTANCE AND RELEASE AGREEMENT

This Resignation Acceptance and Mutual Release Agreement (“Agreement”) is made by and between Pottawattamie County, by and through the Pottawattamie County Board of Supervisors (“Employer”), and Jana Lemrick (“Employee”).

1. Purpose. The intent of this Agreement is to accept Employee’s resignation, release any claims between the parties, and provide the Employee with benefits to which she would not otherwise be legally entitled.
2. Resignation. Employee has submitted her resignation and it has been accepted by the Employer.
3. Separation Date. Employee’s last day of employment will be August 1, 2025 (“Separation Date”).
4. Wage and Benefits Payment. Employee will be paid all wages and the accumulated but unused value of any leave as determined by the county’s policies through the Separation Date. On the Separation Date, Employee will be paid out any accumulated vacation and/or sick leave.
5. Additional Benefits. As consideration for the commitments and releases in this Agreement, Employer will provide Employee with the following benefits to which she would not otherwise be entitled after the Separation Date. Employee acknowledges that any benefits will not be provided before the expiration of the Recission Period under this Agreement.
 - a. Payment. County will provide Employee with approximately eleven (11) months of pay (from August 2, 2025 through June 30, 2026) in accordance with the terms of her current employment contract with the county. Payment will be made bi-weekly at the same time and in the same manner as the payroll for all other county employees. This payment will be treated as standard wages and Employer will deduct all required deductions and tax withholdings.
6. Other Benefits. County will pay the employer portion of family coverage under the county’s health insurance plan through June 30, 2026. County will further pay the employer portion of deductions under the Iowa Public Employees Retirement System (“IPERS”) through June 30, 2026. Employee will continue to have the employee portion of deductions for both health insurance and IPERS withheld in accordance with county policies. Employee will not accrue personal leave, vacation leave, sick leave, or any other type of leave after the Separation Date.
7. Release and Waiver. In consideration of the additional benefit payments and other benefits set forth in this Agreement, Employee releases, waives, and forever discharges Pottawattamie County and its elected officials, officers, agents and

employees, both present and former, from all claims, demands, obligations, damages and liabilities of every kind and nature and from all actions and causes of action which Employee may now have or maintain hereafter, whether in law or equity, known or unknown, arising in any way on or before the Effective Date of this Agreement, including all claims arising out of Employee's employment or separation from employment with Employer.

- a. Included Statutes. This Release and Waiver includes, but is not limited to, all claims – including claims for attorney fees, arising under: Title VII of the Civil Rights Act of 1964, 42 U.S.C. §2000e, et seq.; the Older Workers Benefits Protection Act, as amended; the Americans With Disabilities Act, as amended; the Family and Medical Leave Act, as amended; the United States Constitution; the Iowa Constitution; the Iowa Civil Rights Act, as amended; the Age Discrimination in Employment Act, 29 U.S.C. §621, et seq.; the Employee Retirement Income Security Act of 1974, as amended; the Health Insurance Portability and Accountability Act, as amended; any claims alleging wrongful discharge, constructive discharge, and/or breach of alleged employment contract; any claims alleging tort, such as invasion of privacy, defamation, fraud, and/or infliction of emotional distress; any whistleblower claims, including those which may arise under Iowa Code §70A.29; any retaliation claims; any other civil rights or human rights statutes; any other local, state or federal statute or ordinance; and/or any other claims rooted in common or contract law.
- b. Included Claims. Except those benefits expressly set forth in this Agreement, this Release and Waiver also includes, but is not limited to, all claims for past or future wages, severance pay, bonuses, commissions, vacation pay, sick pay, medical benefits, life or disability insurance, and other benefits and all claims for violation of any express or implied agreement, written or verbal, that occurred before the execution of this Agreement. Employee agrees that she has accurately reported to Employer the hours she worked (if such was asked by Employer), that Employer has paid Employee all the salary and wages owed by the Employer to the Employee (including any overtime compensation or incentive compensation), that Employer has given Employee any and all leaves of absences (including those under the FMLA or other law) requested by Employee and to which Employee was entitled, that Employee has no known workplace injuries or occupational diseases.
- c. Excluded Claims. Employee is not waiving or releasing any rights or claims that cannot be released under applicable law, to include: 1) Employee's right

to the payments called for under this Agreement; 2) Employee's right to any retirement plan account attributable to Employee's service up to the Separation Date and throughout the duration of this Agreement; 3) Employee's right to continue, at Employee's expense, COBRA continuation coverage upon the expiration of this Agreement; and/or 4) Employee's right to apply for unemployment or workers compensation benefits, if applicable.

- d. **Hearing Waiver.** Employee agrees to waive any right to a hearing before the Pottawattamie County Board of Supervisors that may be granted through State or Federal statute or right, private contract, and/or county policy.
 - e. **EEOC and ICRC Waiver.** Employer recognizes the independent authority of the Equal Employment Opportunity Commission (EEOC) and the Iowa Civil Rights Commission (ICRC). Employee specifically waives the right to recover any sum, including costs and attorney fees, against the Employer in any lawsuit brought by the EEOC and/or ICRC on the Employee's behalf.
8. **Age Claims Rescission.** Employee understands that this Agreement involves the release of all claims alleging violations of the Older Workers Benefits Protection Act and/or the Age Discrimination in Employment Act. Employee acknowledges that she has the right to consult with an attorney prior to executing this Agreement and further acknowledges that Employer has advised her to do so. In the event that Employee consults with an attorney, Employer shall not be required to pay any of her attorney fees with regard to this consultation. Employee has twenty-one (21) days after receiving this Agreement to sign it; however, Employee has the right to execute this Agreement at any time before the end of said twenty-one (21) day period – but is under no obligation to do so. Employee has the right to rescind this Agreement within seven (7) calendar days after Employee signs it; however, such rescission must be delivered in person or by certified mail, return receipt requested, and postmarked within the seven (7) day period to: Chairman Scott Belt, Pottawattamie County Board of Supervisors, 227 South 6th Street, Council Bluffs, Iowa 51501. If Employee rescinds this Agreement, Employer shall treat the rescission as effective only with respect to the Older Workers Benefits Protection Act and/or the Age Discrimination in Employment Act claims – in which case the General Release in this Agreement shall remain effective with respect to all Claims other than the Older Workers Benefits Protection Act and/or the Age Discrimination in Employment Act claims, and all other provisions of this Agreement shall remain in full force and effect.
9. **Non-Disparagement.** The parties agree that they will not make any statement, written or oral, or cause or encourage others to make any statement, written or oral, that defames, disparages, or in any way criticizes the personal or professional

reputation, practices, or conduct of the other party. This mutual covenant of non-disparagement includes, without limitation, Pottawattamie County's elected officials, agents, departments, boards, and employees, as well as the Employee and her personal and professional reputation. Both parties agree not to initiate or participate in any effort to harm the reputation of the other in the media or on social platforms. This provision shall not be interpreted to prevent either party from:

- a. Providing truthful information in response to a subpoena, court order, or lawful request by a government agency;
- b. Making good-faith internal reports or complaints to appropriate governmental or oversight bodies;
- c. Exercising rights protected by the First Amendment of the United States Constitution, to the extent such rights are not waived by this Agreement and subject to applicable limitations on public employee speech.

10. Breach of Agreement. Unless otherwise prohibited by law, Employee agrees to repay any amounts paid pursuant to Paragraph 4 of this Agreement if Employee is found to have breached this Agreement. Regardless of repayment, Employee and Employer each agrees to pay costs and reasonable attorney's fees to the non-breaching party in the event that either is found to have breached this Agreement.

11. Knowing and Voluntary Agreement. Employee agrees that Employee has been given the opportunity to fully review this Agreement, has thoroughly reviewed it, fully understands its terms, and knowingly and voluntarily agrees to all of its provisions including, but not limited to, the release and other provisions listed above.

12. Non-Admission of Liability. By execution of this Agreement, Employer and Employee specifically deny any wrongdoing, and specifically disclaim any violation of any law, contract, public policy, or the commission of any tort. This Agreement is a compromise agreement entered into as a portion of an amicable parting.

13. Non-Retention of Material. On or before the Separation Date, Employee will return to Employer all Employer materials including, without limitation, reports, files, memoranda, records, drawings, credit cards, access cards, keys, instruction manuals, client or customer lists and information, electronic storage devices, phones, smartphones, computers and other physical or professional property which Employee received, prepared or helped to prepare, in connection with Employee's employment with Employer.

14. Confidentiality and Trade Secrets. Employee agrees to keep confidential any information that may be deemed confidential or a trade secret under Iowa law unless moved to disclose such information by a government agency or court with proper jurisdiction to do so. Before any such disclosure is required, Employee agrees to notify Employer in order to permit Employer to resist such disclosure, if

appropriate. This applies to all business or technological information and/or intellectual property of the county.

15. Personal Property. Employee is entitled, and expected, to remove all of Employee's personal property from Employer by the Separation Date. In the event that additional personal property remains on the premises of Employer after the Separation Date, Employee will contact the Executive Assistant to the Pottawattamie County Board of Supervisors within 48 hours of the Separation Date to arrange for the return of such property. Employer is not responsible for any personal property that is left in the workplace.
16. Personnel File. The Employer will provide to the Employee at a reasonable and agreed upon time after Employee's request a copy of Employee's personnel file as required by Iowa law.
17. Employment References. Employer will provide to any future or prospective employers of Employee, upon request, the following information:
 - a. The name and compensation of the employee during employment.
 - b. Any written agreement establishing compensation or terms of employment which affected the employee during employment.
 - c. The dates the employee was employed.
 - d. The positions the employee held while employed.
 - e. That the employee voluntarily resigned for personal reasons and was in good standing at the time of her resignation.
18. Open Records. Employer shall follow the Iowa Open Records law in relation to this agreement and any other documents related to the employment of Employee.
19. Binding Effect. This Agreement shall be binding on Employee, Employee's spouse, heirs, and assigns. This Agreement and its releases apply not only to Pottawattamie County, but to all departments or affiliated entities, and to the elected officials, assigns, agents, officers, employees and other representatives of each.
20. Severability. The invalidity of any paragraph or subparagraph of this Agreement shall not affect the validity of any other paragraph or subparagraph of this Agreement.
21. Governing Law and Choice of Forum. The validity, interpretation, and construction of this Agreement are to be governed by Iowa law, without regard to choice-of-law rules. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement may only be brought against any of the parties in the courts of the State of Iowa or, if they have or can acquire jurisdiction, in the United States District Courts for the Southern District of Iowa, and Employee expressly consents to the personal jurisdiction of such courts (and of the

appropriate appellate courts) in any such action or proceeding and expressly waives any objection to such venue.

22. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which together will constitute the same instrument.

23. Entire Agreement. This Agreement contains the entire understanding of the parties and supersedes all previous verbal and written agreements. There are no other agreements, representations or warranties not referenced or set forth in this Agreement.

The parties have executed this Agreement on the day and year set forth below.

PLEASE READ CAREFULLY. THIS RESIGNATION ACCEPTANCE AND MUTUAL RELEASE AGREEMENT INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

DATE:

7/17/25

EMPLOYEE:

Jana Lemrick
JANA LEMRICK

DATE:

7-17-25

EMPLOYER, by:

Scott Belt
SCOTT BELT, CHAIR
POTTAWATTAMIE COUNTY BOARD
OF SUPERVISORS