

6
11/6/18

**CROSS-DESIGNATED EMPLOYMENT AGREEMENT
PURSUANT TO THE MIDWEST HIDTA (HIGH INTENSITY DRUG TRAFFICKING AREAS) PROGRAM**

This Agreement entered into this ^{06th} 13th day of November 2018, between Woodbury County, Iowa and the Woodbury County Attorney (hereinafter referred to as "County"), the United States Attorney's Office for the Northern District of Iowa (hereinafter referred to as "U.S."), and Patrick Greenwood, an attorney licensed in the State of Iowa and duly appointed by the United States Attorney's Office as a Special Assistant U.S. Attorney (hereinafter referred to as "Greenwood") pursuant to the Midwest High Intensity Drug Trafficking Areas (HIDTA). The Midwest HIDTA Special Assistant United States Attorney (SAUSA) Initiative is designed to enhance the resources of the U.S. Attorney's office to ensure that additional methamphetamine and other drug related cases are aggressively prosecuted at the federal or state level. The Midwest HIDTA funded SAUSA under this agreement will be cross-designated to assist state prosecutors (County) in addition to the U.S.

WITNESSETH, IN CONSIDERATION of the mutual undertakings and agreements hereinafter set forth, County, U.S., and Greenwood, contingent upon funding from the Midwest HIDTA program, agree as follows:

I. GREENWOOD AGREES TO:

A. Services. Provide to the U. S. Attorney's Office, on a full-time basis, his/her services, as a competent, licensed attorney to serve as an Assistant Woodbury County Attorney and a Special Assistant United States Attorney for the Northern District of Iowa and as such, assist the U.S. Attorney's Office in aggressively prosecuting methamphetamine and other drug-related cases and perform other duties as may be designated by U.S. in fulfilling its duties and responsibilities pursuant to the terms of the HIDTA program.

B. Resignation. Greenwood shall notify the County and his immediate supervisor at the U.S. Attorney's Office at least thirty (30) days prior to the desired date of resignation.

C. At Will Employee. Greenwood hereby agrees that his appointment and employment as an Assistant Woodbury County Attorney and as a Special Assistant United States Attorney for the Northern District of Iowa are at will and such appointments and employment may be terminated at any time by the County or U.S. without cause. The foregoing shall apply and prevail notwithstanding any other policies or practices, written or verbal, of County or U.S. to the contrary.

II. U.S. AGREES TO:

A. Performance Reviews. The immediate supervisor of Greenwood at the U.S. Attorney's Office will conduct annual performance appraisals based upon a comparison of job performance and job expectations as set forth by U.S. Performance appraisals must be completed during March 1 - May 31 of each-fiscal year and a copy provided to County by May 31. Greenwood shall not participate in any County merit pay plan and performance appraisals of Greenwood shall not be the basis for a salary increase under any County merit pay plan.

B. Administrative Assistance. Provide the necessary administrative assistance, including but not limited to, office space, office equipment, support staff, and supplies, to SAUSA as may be necessary to allow Greenwood to perform his duties as designated by U.S. Attorney's Office; U.S. shall absorb all costs related thereto.

RECEIVED
NOV 14 2018
U.S. ATTORNEY
NORTHERN DISTRICT OF IOWA
DES MOINES, IOWA

C. Reimbursement to County. The Midwest HIDTA Northern Iowa SAUSA Initiative falls under the direction of the United States Attorney. These programs are responsible for reimbursing the County for all expenses related to the employment of Greenwood, including salary, benefits and other expenses. Reimbursement is processed through the funds assigned to the HIDTA specifically for the SAUSA Initiatives. The County shall submit application for reimbursement to the U.S. for all funds paid to Greenwood in the form of salary, benefits, and other expenses on a monthly basis. Upon review the U.S. will forward the approved applications to the appropriate entities for reimbursement to be paid by the appropriate entities directly to the County. The County shall provide necessary accounting information directly to HIDTA program staff for the appropriate reimbursement through direct deposit.

III. COUNTY AGREES TO:

A. Salary. Pay to Greenwood for services provided as set forth in Section I(A) of this Agreement and as designated by U.S., an annual salary of \$61,218. Said salary may be increased during the term of this Agreement at the sole discretion of U.S. The Midwest HIDTA Northern Iowa SAUSA Initiative falls under the direction of the United States Attorney. These programs are responsible for reimbursing the County for all expenses related to the employment of Greenwood, including salary, benefits and other expenses. Reimbursement is processed through the funds assigned to the HIDTA Program, specifically for the SAUSA initiatives. The County shall submit application for reimbursement to the U.S. for all funds paid to Greenwood in the form of salary, benefits, and other expenses on a monthly basis. Upon review, the U.S. will forward the approved applications to the appropriate entities for reimbursement to be paid by the appropriate entities directly to the County. The County shall provide necessary accounting information directly to HIDTA program staff for the appropriate reimbursement through direct deposit.

B. Benefits. For purposes of this Agreement, Greenwood shall at all times be designated a full-time employee of Woodbury County, Iowa as defined by Chapter 20 of the Code of Iowa, and as an employee of County, shall be entitled to the following County benefits of employment:

1. Paid Leave Policy. The Paid Leave Policy combines the benefits of paid sick leave, vacation and personal days. The Paid Leave Policy is comprised of (1) accrued Sick Days and (2) Long Term Disability for Illness/Injury Leave. Greenwood's vacation and personal leave accumulation at the time of implementation of the Policy will be as set forth in the County's Policies and Procedures for Management, Attorneys and Confidential Personnel, dated July 1, 2016 - June 30, 2020, Paid Leave Policy Section, Pages 11-17, and by this reference incorporated herein as if set forth verbatim herein. This policy does not supersede any federal laws including the Family and Medical Leave Act (FMLA). See, Family and Medical Leave Act section as set forth in the County's Policies and Procedures for Management, Attorneys and Confidential Personnel, dated July 1, 2016 - June 30, 2020, Family and Medical Leave Act, Pages 11-17, and by this reference incorporated herein as if set forth verbatim herein.

2. Holidays. There shall be eleven (11) regular paid holidays each calendar year. The parties agree that the days Greenwood utilizes as the paid holidays shall be adjusted to coincide with the legal holidays observed by the U.S. Attorney's Office.

3. Other Leave. Greenwood shall be entitled to the Family and Medical Leave Act, Military Leave, Court and Jury Leave, Bereavement Leave, Professional Leave and On-the-job Injuries Leave benefits provided to County employees as set forth in the County's Policies and Procedures for Management, Attorneys and Confidential Personnel, dated July 1, 2016 - June

30, 2020, Pages 13-14, and by this reference incorporated herein as if set forth verbatim herein.

4. Group Insurance. Greenwood shall be offered the County's group health, dental and life insurance policies as set forth in the Group Insurance section of the County's Policies and Procedures for Management, Attorneys and Confidential Personnel, dated July 1, 2016 - June 30, 2020, Pages 11-17, and by this reference incorporated herein as if set forth verbatim herein.

IV. ADMINISTRATION:

U.S. shall defend, save harmless and indemnify County, its elected officials, employees, and agents against any and all claims or demands, for, or in connection with, any accident, injury, death or damage, whatsoever, caused to any person or property arising, directly or indirectly, out of Greenwood's acts or omissions, undertaken in the performance of this Agreement. This agreement to defend, save harmless, and indemnify shall apply whether or not County and/or U.S. is a party to the action and shall include, but not be limited to, cases arising under Title 42 United States Code Section 1983.

This Agreement, as set forth in Sections I through VI herein, constitutes the entire agreement amongst County, U.S. and Greenwood concerning Greenwood's appointment and employment as an Assistant Woodbury County Attorney and appointment as a Special Assistant United States Attorney for the Northern District of Iowa. Representations made by anyone on behalf of County or U.S., and any policies or practices of County or U.S., verbal or written, are not binding. No party has relied upon any such representations, policies or practices in entering into this Agreement. Any change or alteration to the terms of this Agreement must be in the form of an addendum to the Agreement. Said addendum shall be effective only upon written approval of County and U.S.

It is the policy of the U.S. Attorney's Office and County to achieve a drug-free workplace that Greenwood shall be required to pass a drug test to screen for illegal drug use prior to final appointment. Employment is contingent upon the satisfactory completion of a background investigation by the U.S. Attorney's Office.

The parties agree that Greenwood shall exercise no authority as an Assistant Woodbury County Attorney, independent of his authority as a Special Assistant United States Attorney of the Northern District of Iowa, including but not limited to initiation of state criminal prosecutions, without the express consent of the Woodbury County Attorney.

V. TERM OF THIS AGREEMENT:

1 This Agreement shall commence on/about 11-13-18, and shall be in effect until on/about 11-13-20, unless terminated earlier by any party to this Agreement.


2. This Agreement shall terminate of its own accord and without further notice should Greenwood no longer occupy the position of Special Assistant U.S. Attorney or Assistant Woodbury County Attorney for any reason.

3. If County fails to receive sufficient appropriation of funds or authorization for the expenditure of sufficient funds to continue employment pursuant to the terms of this agreement, County may submit written notice to U.S. and Greenwood seeking termination of this agreement. The County shall provide U.S. and Greenwood with notice not less than thirty (30) days prior to the date of termination, and shall include a written statement documenting the reason for termination and including a document certifying the non-availability of funds


VI. EFFECTIVE DATE:

This Agreement shall be effective upon its execution by the parties, retroactive to the commencement of the Agreement term as provided herein.

IN WITNESS WHEREOF, the parties hereto have set their hands for the purposes herein expressed to this instrument, as of the dates below indicated.

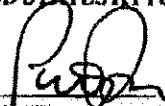
WOODBURY COUNTY, IOWA
BY: 
**CHAIRPERSON, WOODBURY
COUNTY BOARD OF SUPERVISORS**

11-6-18
Date

BY: 
WOODBURY COUNTY ATTORNEY

10-31-18
Date

UNITED STATES ATTORNEY FOR THE NORTHERN DISTRICT OF IOWA

BY: 
10/10/18
UNITED STATES ATTORNEY Date

BY: 
05 OCT 2018
PATRICK GREENWOOD Date