

**MEMORANDUM OF AGREEMENT
FOR EXECUTIVE DIRECTOR SERVICES**

This **MEMORANDUM OF AGREEMENT FOR EXECUTIVE DIRECTOR SERVICES** ("Agreement") is made this 1st day of October, 2019 ("Effective Date"), by and between the City of Eagle, a municipal corporation organized under the laws of the State of Idaho ("City"), and the Eagle Urban Renewal Agency, an urban renewal agency organized under the laws of the State of Idaho ("EURA"). The EURA Board of Commissioners is referred to herein as "Commission".

WHEREAS, EURA has determined that it is necessary and in the best public interest to obtain the professional services of an Executive Director to oversee the affairs and the day to day operations of the EURA, including, but not limited to the scope of services noted in Exhibit A attached to and incorporated by reference into this Agreement.

WHEREAS, Robin Collins has served as the Executive Director since February 1, 2019 and the EURA and the City desire that she continue to provide said services to the EURA pursuant to this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, and in consideration of the mutual promises and covenants herein contained, the Parties agree as follows:

1. **SCOPE OF WORK:** City agrees that Director will perform those services for EURA as identified on "Exhibit A" attached hereto and by this reference incorporated herein. The Director reports to and serves under the direction of the Commission Chair between meetings and to the Commission during EURA meetings.
2. **FEES:** EURA agrees to pay City for services rendered by their employee under this Agreement as specified on "Exhibit B" attached hereto and by this reference incorporated herein. If the City anticipates that it may desire to increase the amount to be paid to the City under this Agreement then it shall notify the EURA of the estimated desired increase by July 15 so that the EURA may incorporate the proposal into its budget planning for the upcoming fiscal year.
3. **TERM:** This Agreement shall commence as of October 1, 2019 and shall remain in effect until September 30, 2020. This Agreement can be renewed upon written agreement of both parties.
4. **DIRECTOR EMPLOYEE OF CITY:** Director is an employee of the City with the EURA contributing toward the costs associated with said employee. In performing services under this Agreement, EURA shall determine the work to be done by Director, but Director shall determine the means by which it accomplishes the work specified by EURA. This Agreement shall not be construed to create any employer-employee relationship between EURA and Director. Director has no obligation to work any particular hours or days.
5. **RECORDS, ACCESS AND AUDITS:** City and Director shall maintain complete and accurate records with respect to costs incurred and time spent in providing services under this

Agreement. All such records shall be maintained according to generally accepted accounting principles, shall be clearly identified, and shall be readily accessible. Such records shall be available for review by EURA representatives for two (2) years after final payment. Copies shall be made available to EURA upon request.

6. **FEDERAL, STATE AND LOCAL PAYROLL TAXES AND BENEFITS:** Neither federal, state or local income taxes, nor payroll taxes of any kind shall be withheld and paid by EURA on behalf of Director. Director shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes. Because Director is an employee of the City and not of the EURA, Director is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plans of the EURA, if any. City and Director understand that City is responsible to pay, according to law, Director's income tax. All benefits, taxes and withholdings for the Director will be processed and provided by City as the Director is a City employee. City will indemnify, hold harmless and defend the EURA from any and all claims, causes of actions and fees and costs related to and regarding the payment of all wages, taxes, other compensation, benefits and withholdings to Director or that may be applicable to Director, including without limitation, time spent performing services for the EURA under this Agreement.

7. **LICENSES AND LAW:** Director and City represent that Director possesses the requisite skill, knowledge, and experience necessary, as well as all licenses required to perform the services under this Agreement and the scope of services identified in "Exhibit A". City and Director agree to comply with all applicable provisions of the Eagle City Code and any amendments thereto, the laws of the State of Idaho, any other applicable ordinances, and codes of Federal, State, and local governments or applicable regulatory agencies in the performance of the services hereunder.

8. **INSURANCE AND WORKER'S COMPENSATION:** City shall at all times during the term of this Agreement with EURA maintain liability insurance applicable to the Director through the Idaho Counties Risk Management Program ("ICRMP"). City shall at all times maintain worker's compensation insurance covering the Director in accordance with Idaho law.

9. **EQUIPMENT, MATERIALS, and SUPPLIES:** The parties understand and agree that Director will primarily use City equipment, facilities and materials to perform her responsibilities under this Agreement. City shall provide, at City's sole expense, all equipment, materials, infrastructure, meeting rooms, scheduling support, software, hardware, supplies, video, audio, data and computer systems and other items necessary to accomplish the services to be provided herein, with the exception of certain extraordinary copying expenses that may be charged to the EURA as set forth Exhibit B to this Agreement. In addition, any of the above noted items, other than office supplies, the EURA requires Director to obtain solely for purposes of performing services under this Agreement and that is not needed by the City will be the sole responsibility of the EURA.

10. **PROPRIETARY RIGHTS:** All work product, data, materials, reports, memoranda, and other documents or products prepared, generated or developed under this Agreement shall be the property of EURA even though said items may be retained or saved in City folders, servers and/or computer systems.

11. **CONFIDENTIALITY:** Subject to the Idaho public records and open meeting laws, Director and City agree to maintain the confidentiality of all work product produced under this Agreement, including both interim and draft, materials, reports, graphics, and any other documents

unless and until EURA signifies its written approval that such work product may be disclosed to the public or third parties. Director shall not disclose confidential matters and/or executive session items with others outside the EURA without the express written consent of the EURA, unless such disclosure is required by a validly issued subpoena or court order.

12. **ENTIRE AGREEMENT:** This Agreement, along with any and all Exhibits attached hereto and incorporated herein by reference, contains the entire Agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

13. **GENERAL ADMINISTRATION AND MANAGEMENT:** The Chair of the Commission of the EURA or his/her designee shall be EURA's representative and shall oversee and approve all services to be performed, coordinate all communications, review and approve all invoices, and carry out any and all tasks as may be required under this Agreement.

14. **AMENDMENTS:** This Agreement may be amended only in writing upon mutual agreement of both EURA and the City.

16. **ASSIGNMENT:** It is expressly agreed and understood by the parties hereto that the City shall not have the right to assign or transfer any of its obligations and/or rights under this Agreement except upon the prior express written consent of EURA.

17. **TERMINATION OF AGREEMENT:** EURA and City each reserve the right to terminate this Agreement with or without cause, at any time, for any reason or no reason subject to the following notice requirements. If the EURA desires to terminate this Agreement, it must provide at least thirty (30) days written notice to the City. If the City desires to terminate this Agreement, then it must provide at least ninety (90) days written notice to the EURA. If this Agreement is terminated as provided herein, City shall be paid an amount for all services provided up to the termination date of the Agreement. If the City terminates Robin Collins or she otherwise leaves employment of the City then the EURA may immediately terminate this Agreement upon written notice to the City.

18. **NOTICES:** Any and all notices required to be given by either of the parties hereto, unless otherwise stated in this Agreement, shall be in writing and be deemed communicated when mailed in the United States mail, certified, return receipt requested, addressed as follows:

To EURA:

Chairman of the EURA Commission
c/o Todd Lakey, EURA Legal Counsel
Borton-Lakey Law
141 E. Carlton Ave.
Meridian, ID 83642

To City of Eagle:

Mayor
660 E. Civic Lane
Eagle, ID 83616

19. **INDEMNIFICATION:** To the fullest extent permitted by law, City and Director agree to indemnify, defend, and hold harmless EURA and its elected or appointed commissioners, officers, agents, and employees from and against any and all liability, claims, losses, actions, or

judgments, including any costs and attorney's fees incurred therein, for damages, losses, or injury to EURA, persons or property for any negligent act, error or omission arising out of or in connection with any performances or activities of the City, the Director or the City's other employees under this Agreement.

20. **NONWAIVER:** Failure of either party to exercise any of the rights under this Agreement or breach thereof shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.

21. **APPLICABLE LAW:** Any dispute under this Agreement or related to this Agreement shall be decided in accordance with the laws of the state of Idaho with venue for any disputes to occur exclusively in Ada County, Idaho.

22. **SEVERABILITY:** If any part of this Agreement is held unenforceable, the remaining portions of the Agreement will nevertheless remain in full force and effect.

23. **ATTORNEY FEES:** Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to costs and reasonable attorneys' fees as determined by a court of competent jurisdiction. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination, or forfeiture of this Agreement.

24. **CONFLICTS OR POTENTIAL CONFLICTS:** The parties recognize the potential for conflicts of interest to arise while the Director is an employee of the City and performing services for the EURA. While the Director is performing services pursuant to this Agreement for the EURA the Director's primary duty of loyalty shall rest with the EURA. If a conflict of interest or potential conflict of interest arises where the best interests, instructions, goals and/or objectives of the City and the EURA diverge or are or may be at odds then the Director shall immediately provide written disclosure of the nature of the conflict or potential conflict of interest to both the City and the EURA. The City and the EURA may then take action to resolve or correct the conflict or potential conflict including termination of this Agreement.

25. **DISPUTES:** In the event that a dispute arises between EURA and City regarding application or interpretation of any provision of this Agreement, the aggrieved party shall promptly notify the other party to this Agreement of the specific dispute within ten (10) days after such dispute arises. Nothing contained herein shall impair the right of termination set forth in paragraph 17. If the parties shall have failed to resolve the dispute within thirty (30) days after delivery of such notice, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation or other process of structured negotiation under the auspices of a nationally or regionally recognized organization providing such services in the Northwestern States or otherwise as the parties may mutually agree before resorting to litigation. Should the parties be unable to resolve the dispute to their mutual satisfaction within ninety (90) days from when the notice of dispute is provided, each party shall have the right to pursue any rights or remedies it may have at law or in equity.

26. **EXHIBITS AND RECITALS:** All exhibits and recitals to this Agreement are incorporated by reference and made a part of this Agreement as if the exhibits were set forth in their entirety in this Agreement.

27. **SUCCESSORS IN INTEREST:** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereby and their respective successors and assigns.

IN WITNESS WHEREOF, EURA, the City of Eagle and Director have executed this Agreement as of the 1st day of October 2019.

EAGLE URBAN RENWAL AGENCY

By: 
Janet Buschert
Title: EURA Board Chair

CITY OF EAGLE

By: 
Stan Ridgeway
Mayor – City of Eagle

DIRECTOR


By: 
ROBIN COLLINS

EXHIBIT A – SCOPE OF SERVICES

Executive Director Scope of Services Eagle Urban Renewal Agency

The Executive Director is responsible for the effective administration of all EURA activities as described below. The scope of work assumes that the Executive Director will attend all regular and special meetings of the EURA Commission (“Commission”) along with other meetings required by the Commission. This scope of work assumes that the Executive Director will provide approximately 10 hours of work per week. The Commission may add duties and responsibilities over time. The EURA’s primary contact will be the Chairman of the EURA Commission.

Administration

- Organize and facilitate strategic planning efforts of the Commission
- Implement and carry forward the Commission’s goals and objectives under the direction of the Commission
- Document strategic plans and goals, develop benchmarks and regularly report on progress to the Commission
- Ensure that projects, programs or services of the EURA reflect the priorities of the Commission and contribute to the EURA’s mission
- Coordinate meetings and prepare and publish agendas and minutes in compliance with Idaho Code including open meeting laws
- Attend EURA meetings and record and transcribe the minutes
- File all required reports and documentation with state and local agencies and entities in accordance with Idaho Code
- Respond to all public records requests as needed in partnership with legal counsel
- Draft policies and reports and make recommendations to the Commission
- Ensure the maintenance of all EURA organization files, documents and public records in cooperation with Legal Counsel and the Bookkeeper
- When appropriate, research funding needs and sources and write funding proposals
- Manage the selection and work of a Bookkeeper who will provide general bookkeeping services substantially in compliance with GAAP and GASB standards. Present their records regularly at meetings of the Commission. If a Bookkeeper is not deemed to be necessary by the EURA Board then the Executive Director will provide those services.
- Work with the Commission and the Bookkeeper to prepare, adopt and administer the budget and ensure transparency in the budgeting process
- Work with the Commission, the Bookkeeper and Auditor selected by the Commission to complete an annual audit of EURA finances
- Seek assistance from EURA Legal Counsel and Chairman of the EURA Commission when needed
- Maintain an annual calendar so that regular activities of the EURA Commission (budgeting and audit, e.g.) are completed timely

Project Management

- Develop planning templates based on EURA objectives and priorities
- Manage the planning, implementation and evaluation of EURA's projects
- Document project plans, set benchmarks and regularly report on progress to the Commission
- Work with EURA Legal Counsel and Chairman of the EURA to develop legal agreements necessary to undertake specific projects
- Manage owned or leased property and work of project contractors and Directors

Community Partnerships (Residents, Businesses, Landowners, Developers and Governmental Organizations)

- Meet and communicate as needed with stakeholders to keep them informed and to build support (in partnership with the Chairman of the Commission)
- Act as a spokesperson for the EURA and represent the EURA at community activities
- Manage work of the contractor providing website development and maintenance services
- Keep the content of the website up-to-date to provide transparency of strategic planning, projects and public records
- Provide updates to the Eagle City Council in conjunction with the completion of the EURA Annual Report and Budget and at other times as may be appropriate.
- Create and disseminate public communication as appropriate to various processes following review by the Chairman or the Commission

Other related duties as assigned.

EXHIBIT B – COMPENSATION TO CITY

Up to 10 hours per week to be billed by the City to the EURA at forty eight dollars and fifty nine cents (\$48.59) per hour.

Director and City to maintain records of time spent and work performed pertaining to time spent and provide a detailed monthly billing statement noting time spent and work performed.

The above rate is all inclusive with no other costs, fees, overhead, or other expenses to be billed to the EURA with the exception of extraordinary copying costs. Ordinary copying is included in the amount paid to the City and includes things like standard printing and copying for EURA business, meeting packets and handouts, correspondence etc. Extraordinary copying costs are large unusual copying or printing jobs which may be billed to the EURA at five cents (\$.05) per copy. The EURA will pay the enrollment fees for any training or conference attendance if the Director is attending at the request of the EURA. Any attendance at conferences or training must be approved in advance by the EURA Commission.