

EAGLE URBAN RENEWAL AGENCY

RESOLUTION NO. 16-002

BY THE BOARD OF COMMISSIONERS OF THE EAGLE URBAN RENEWAL AGENCY OF EAGLE, IDAHO, A/K/A EURA:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE EAGLE URBAN RENEWAL AGENCY OF EAGLE, IDAHO, APPROVING THE PROFESSIONAL SERVICES AGREEMENT ("AGREEMENT") BETWEEN THE EAGLE URBAN RENEWAL AGENCY ("EURA") AND AF PUBLIC SOLUTIONS, LLC ("CONSULTANT") FOR BOARD PLANNING AND TRAINING SERVICES FOR THE URBAN RENEWAL AGENCY; AUTHORIZING THE EXECUTION OF THE AGREEMENT BY THE CHAIRMAN OR VICE-CHAIRMAN AND SECRETARY; AUTHORIZING ANY TECHNICAL CHANGES TO THE AGREEMENT; AUTHORIZING THE EURA TO TAKE ALL NECESSARY ACTION REQUIRED TO IMPLEMENT THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

THIS RESOLUTION, made on the date hereinafter set forth by the Eagle Urban Renewal Agency of the City of Eagle, Idaho, an independent public body, corporate and politic, authorized under the authority of the Idaho Urban Renewal Law of 1965, as amended, Chapter 20, Title 50, Idaho Code, a duly created and functioning urban renewal agency of the City of Eagle, Idaho, hereinafter referred to as the "EURA."

WHEREAS, the EURA, an independent public body, corporate and politic, is an urban renewal agency created by and existing under the authority of and pursuant to the Idaho Urban Renewal Law of 1965, being Idaho Code Title 50, Chapter 20, as amended and supplemented, and the Local Economic Development Act of 1988, being Idaho Code, Title 50, Chapter 29; as amended and supplemented (collectively the "Act");

WHEREAS, the EURA was established by Resolution No. 06-50 of the City Council of the City of Eagle, Idaho (hereinafter the "City Council"), adopted October 10, 2006;

WHEREAS, the City Council of the City of Eagle, Idaho (the "City"), on December 11, 2007, after notice duly published, conducted a public hearing on the Eagle Revitalization Plan (the "Revitalization Plan");

WHEREAS, following said public hearing the City adopted its Ordinance No. 592 on December 11, 2007, approving the Revitalization Plan and making certain findings;

WHEREAS, Idaho Code § 50-2006 of the Idaho Urban Renewal Law provides for the enactment of By-Laws for the EURA;

WHEREAS, the EURA Board included Board training into its plans and budget for Fiscal Year 2015-2016;

WHEREAS, Consultant has excellent experience in the public and private sectors working with urban renewal agencies and providing planning services, analyses and making recommendations regarding board, executive and stakeholder policies and procedures and overall functioning and operations;

WHEREAS, the Agreement attached hereto as Exhibit A reflects the desires of EURA and Consultant to provide professional training and orientation to the EURA Board and consultants;

WHEREAS, in furtherance of the public purpose of EURA and its directives and initiatives, the Board of Commissioners finds it in the best public interest to approve and enter into the Agreement with Consultant in the form as attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF EAGLE, IDAHO, A/K/A THE EAGLE URBAN RENEWAL AGENCY, AS FOLLOWS:

Section 1: That the above statements are true and correct.

Section 2: That the Board confirms and authorizes the execution of the Professional Services Agreement with Consultant for Board Planning and Training Services effective February 2, 2016 through September 30, 2016 (or until the scope of work is satisfactorily completed, whichever occurs first) on the terms and conditions set forth in the Agreement attached hereto as Exhibit A, and that this Agreement has been determined to be in the best interest of the EURA.

Section 3: That the Chairman and Secretary of EURA are hereby authorized to sign and enter into the Agreement.

Section 4: That the Chairman, Vice-Chairman, and Secretary of EURA are hereby authorized to execute all necessary documents required to implement the actions contemplated by the Agreement subject to representations by EURA staff and legal counsel that all conditions precedent to actions contemplated in the Agreement, and any

necessary technical changes to the Agreement, or other documents, are acceptable upon advice from EURA's legal counsel that said changes are consistent with the provisions of the Agreement.

Section 5: That this resolution shall be in full force and effect immediately upon its adoption and approval.

PASSED AND ADOPTED by the Eagle Urban Renewal Agency, of Eagle, Idaho, on the 2nd day of February, 2016.

Signed by the Chairman of the Board of Commissioners, and attested by the Secretary to the Board of Commissioners, on this 2nd day of February, 2016.

APPROVED:

By 
Chairman

ATTEST:

By 
Secretary

EXHIBIT A
PROFESSIONAL SERVICES AGREEMENT

~ Board Planning and Training Services ~

This Professional Services Agreement ("Agreement") is made effective this 3rd day of February, 2016 by and between Eagle Urban Renewal Agency, an independent public body, corporate and politic, organized and existing under the laws of the State of Idaho ("EURA"), and AF Public Solutions, LLC. (referred to herein as "Consultant").

WHEREAS, EURA desires to hire Consultant to provide professional services upon the terms and conditions set forth herein in order to accomplish the applicable scope of services as set forth on "Attachment 1" attached hereto, and

WHEREAS, Consultant desires to perform those services as set forth in "Attachment 1", and

WHEREAS, EURA and Consultant enter into this Agreement in furtherance of the public purpose, goals and objectives of EURA and its Board of Commissioners.

NOW THEREFORE, for consideration, the parties agree as follows:

~ AGREEMENT ~

1. **SCOPE OF WORK:** Consultant agrees to perform those services for EURA as identified on "Attachment 1" attached hereto and by this reference incorporated herein.

2. **FEES:** EURA agrees to pay Consultant for services rendered under this Agreement as specified on "Attachment 1" attached hereto and by this reference incorporated herein.

3 **TERM:** This Agreement shall commence as of February 3, 2016 and shall remain in effect through September 30, 2016 or until the scope of services is satisfactorily completed, whichever occurs first.

4. **INDEPENDENT CONTRACTOR RELATIONSHIP:** Consultant is an independent consultant and is not an employee, servant, agent, partner, or joint venture of or with EURA.

EURA shall determine the work to be done by Consultant, but Consultant shall determine the legal 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 Consultant. EURA agrees that it will have no right to control or direct the details, manner, or means by which Consultant accomplishes the results of the services performed hereunder. Consultant has no obligation to work any particular hours or days or any particular number of hours or days. Consultant agrees, however, that its other contracts and services shall not interfere with its performance under this Agreement and that Consultant shall meet all deadlines imposed by EURA.

5. **RECORDS, ACCESS AND AUDITS:** Consultant shall maintain complete and accurate records with respect to costs incurred and labor expended 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:** Neither federal, state nor local income taxes, nor payroll taxes of any kind, shall be withheld and paid by EURA on behalf of Consultant or the employees of Consultant. Consultant shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes. Consultant understands that Consultant is responsible to pay, according to law, Consultant's income tax. Consultant further understands that Consultant may be liable for self-employment (Social Security) tax to be paid by Consultant according to law.

7. **LICENSES AND LAW:** Consultant represents that it 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 "Attachment 1". Consultant agrees to comply with all applicable 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. **FRINGE BENEFITS:** Because Consultant is engaged in its own independently established business, Consultant is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plans of EURA, if any.

9. **INSURANCE AND WORKER'S COMPENSATION:** Consultant shall maintain worker's compensation insurance as required and in accordance with Idaho law. Consultant

RESOLUTION NO. 16-002 (Professional Services Agreement) - Page 5

shall have and maintain commercial liability insurance sufficient to cover its activities and at least in the amount of \$1,000,000 per occurrence/\$2,000,000 aggregate.

10. **EQUIPMENT, TOOLS, MATERIALS, and SUPPLIES:** Consultant shall provide, at Consultant's sole expense, all equipment, tools, materials, and/or supplies necessary to accomplish the services to be provided herein. However, the EURA will be responsible for the costs of the additional incidentals and other assumptions as set forth in "Attachment 1".

11. **PROPRIETARY RIGHTS:** All data, materials, reports, memoranda, and other documents or products developed under this Agreement, whether finished or not, shall become the property of EURA, shall be forwarded to EURA at its request, and may be used by EURA for any business purpose. EURA agrees that if it uses products prepared by Consultant for purposes other than those intended in this Agreement, it does so at its sole risk and it agrees to hold Consultant harmless therefore.

12. **CONFIDENTIALITY:** Consultant agrees 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 third parties.

13. **ENTIRE AGREEMENT:** This Agreement, along with any and all Attachments 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.

14. **GENERAL ADMINISTRATION AND MANAGEMENT:** The Administrator of 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.

15. **AMENDMENTS:** This Agreement may be amended only in writing upon mutual agreement of both EURA and Consultant.

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

17. **TERMINATION OF AGREEMENT:** EURA reserves the right to terminate this Agreement at any time, for any reason or no reason, by giving at least fifteen (15) days' notice in writing to Consultant. If this Agreement is terminated by EURA as provided herein, Consultant

shall be paid an amount for all work in progress that has been completed as of the date the notice of termination is provided yet not invoiced.

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:

Jeff Kunz, Chairman
Eagle Urban Renewal Agency
P.O. Box 1957
Eagle, ID 83616

To Consultant:

Ashley Squyres
AF Public Solutions, LLC
~~4806 N 9th Street~~ 223 WEST VILLAGE LN.
Boise, ID 83702

19. **DISCRIMINATION PROHIBITED:** In performing the services required herein, Consultant agrees not to discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age, or handicap. Violation of this section shall constitute a material breach of this Agreement and deemed grounds for cancellation, termination, or suspension of the Agreement by EURA, in whole or in part, and may result in ineligibility for further work for EURA.

20. **INDEMNIFICATION:** Consultant agrees to indemnify, defend, and hold harmless EURA and its officers, agents, consultants, 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 Consultant or its employees under this Agreement.

21. **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.

22. **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.

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

24. **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.

25. **DISPUTES:** In the event that a dispute arises between EURA and Consultant 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. **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 and Consultant have executed this Agreement effective as of the date first noted above.

EAGEL URBAN RENEWAL AGENCY

AF PUBLIC SOLUTIONS, LLC

By: Jeff Kunz

By: Ashley Squyres

Jeff Kunz - Chairman

Ashley Squyres - Owner/Manager

Date: 3-9-16

Date: 02.08.16

ATTACHMENT 1 - Scope of Services

January 24, 2016

Mr. Jeff Kunz, Chairman
Eagle Urban Renewal Agency
660 East Civic Lane
Eagle, Idaho 83616

RE: Scope of Work - Creation of a Project Prioritization List for the Eagle URA

Dear Chairman Kunz and Members of the Board:

AF Public Solutions, LLC [AFPS] appreciates the opportunity to present this proposal to assist the Eagle Urban Renewal Agency [EURA] with its 12 to 18-month project planning efforts.

Based upon the conversation with the Board of Commissioners at the September board meeting, I would propose the following timeline and milestones for this effort:

March 2016:

In March, schedule a half-day work-session with those that will be serving on the board, appropriate staff members from the city of Eagle and legal counsel.

The initial work-session would include the following:

- An Urban Renewal 101 presentation will be given by legal counsel to educate and to inform as to the role and purpose of URA's. This is particularly important as there will be at least two new board members. AFPS will work with Counsel Lakey on the creation of the presentation for the board.
- An overview of the EURA's projects to-date by the Chairman of the board.
- An overview of the Fiscal Year 2016 EURA budget by the Treasurer of the board and any other funding sources for future projects.
- SWOT Analysis for the EURA.
- Discussion of current issues facing the EURA, brainstorming strategies to address the issues and way to implement strategies into action items.

- Identification of potential community partners.
- Based upon the creation of possible actions, the board will create a list of potential projects. At this time, the list can be all-inclusive as these will be options that will be presented to the public.

Upon completion of the work-session, AFPS will work with board leadership to create a survey for the property owners within the URD. The purpose would be to assess the projects that may be important in the public's eyes. It is envisioned that this would a survey that could be completed on-line through Survey Monkey or some other electronic avenue or by mail.

May 2016:

During the second or third week in May, an informal open house will be held for the public, likely between the hours of 4-7pm, to allow further input as to what improvement projects the public would like to see within the URD. It is assumed that board members would be present to engage with the public and to answer questions. It is envisioned that this would be held in such a format so as to allow the public to come and go as fits into their schedules.

AFPS will include the information obtained at the open house and will create a final list of potential projects for consideration at the June 2016 board meeting.

June 2016:

At the regular monthly meeting in June, the board will individually prioritize each potential project as: low priority, medium priority or high priority. Each category is weighted points-wise.

Based upon the tallies, AFPS will then create a priority project list, which will be reviewed at a meeting with the board leadership. AFPS will work with board leadership to create recommendations of projects for the remainder of Fiscal Year 2016 and for Fiscal Year 2017 based upon available monies.

July 2016:

These projects will be presented for discussion by the board and the public during the July 2016 board meeting. It is envisioned that the board will adopt the final project list during this meeting.

Deliverables:

- A final project list that identifies the following:

- The project
 - The allocated budget for each project
 - Who is responsible for implementation
 - Identification of any needed partnerships
- Any recommendations for the EURA's consideration in moving forward.

Compensation:

The Eagle URA will pay AFPS \$4,000 for professional services rendered under this Scope of Work with 25% due upon signing of the scope of work and 25% due upon the completion of the work-session in March 2016. Upon completion of the remaining Scope of Work, the EURA will pay the remaining half of Consultant's fee (\$2,000).

Upon completion of the aforementioned milestones, Consultant shall provide the EURA with an invoice for the appropriate amount and the EURA shall pay Consultant within 30 days of receipt of said invoice.

The EURA will be responsible for any additional incidentals including, but are not limited to the following: on-site meeting expenses; survey and/or public involvement mailings to the property owners; online survey software; and copies of all materials. All expenses which are the responsibility of EURA shall be approved in advance by the EURA.

Other Assumptions:

- The City of Eagle can create and provide all needed maps and other exhibits for the work-session, open house and final reports.
- The City of Eagle can provide all mailing addresses and postage for any survey or meeting notifications.

It is my pleasure to present this Scope of Work for your consideration. If you should have any questions, please do not hesitate to contact me.

Sincerely,

Ashley Squyres
AF Public Solutions, LLC
208.830.7786
ashleybrooke74@gmail.com