

ADMINISTRATION AND SUPPORT SERVICES AGREEMENT

THIS ADMINISTRATION AND SUPPORT SERVICES AGREEMENT (“Agreement”) is made and entered into by and between the City of Idaho Falls (hereinafter referred to as the “City”), a municipal corporation of the State of Idaho, and the Urban Renewal Agency of the City of Idaho Falls, also known as the Idaho Falls Redevelopment Agency, an independent public body, corporate and politic, duly organized and existing by virtue of the laws of the State of Idaho, specifically the Idaho Urban Renewal Law of 1965, as amended, Chapter 20, Title 50, Idaho Code (the “Law”), and authorized to transact business and exercise the powers granted by the Law and the Local Economic Development Act, as amended, Chapter 29, Title 50, Idaho Code (the “Act”) (hereinafter referred to as the “IFRA”) (collectively the City and IFRA may be referred to as the “Parties”). The effective date of this Agreement is the date last signed by the Parties.

WHEREAS, IFRA is authorized to undertake and carry out urban renewal projects to eliminate, remedy, or prevent deteriorated or deteriorating areas through development, redevelopment, rehabilitation, or conservation, or any combination thereof, within its area of operation and is authorized to carry out such projects jointly with the City;

WHEREAS, the City Council of the City of Idaho Falls (the “City Council”), after notice duly published, conducted a public hearing on the River Commons Urban Renewal Plan (the “River Commons Plan”);

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 2256 on October 14, 2004, approving the River Commons Plan, making certain findings, and establishing the River Commons revenue allocation area (the “River Commons Project Area”);

WHEREAS, the City Council, after notice duly published conducted a public hearing on the Urban Renewal Plan for the Eagle Ridge Urban Renewal Project (the “Eagle Ridge Plan”);

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 2978 on December 11, 2014, approving the Eagle Ridge Plan, making certain findings, and establishing the Eagle Ridge revenue allocation area (the “Eagle Ridge Project Area”);

WHEREAS, the City Council, after notice duly published conducted a public hearing on the Urban Renewal Plan for the Jackson Hole Junction Urban Renewal Project (the “Jackson Hole Junction Plan”);

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 3142 on November 9, 2017, approving the Jackson Hole Junction Plan, making certain findings, and establishing the Jackson Hole Junction revenue allocation area (the “Jackson Hole Junction Project Area”);

WHEREAS, the City Council, after notice duly published, conducted a public hearing on the Urban Renewal Plan for the Pancheri East Bank Urban Renewal Project (the “Pancheri East Bank Plan”);

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 3492 on November 10, 2022, approving the Pancheri East Bank Plan, making certain findings, and establishing the Pancheri East Bank revenue allocation area (the “Pancheri East Bank Project Area”);

WHEREAS, the above-referenced urban renewal plans are collectively referred to as the “Plans” and their respective revenue allocation project areas are collectively referred to as the “Project Areas;”

WHEREAS, the Plans include the acquisition, construction, and installation of public improvements within the Project Areas and necessary costs for engineering, insurance, audit, planning and administration;

WHEREAS, IFRA is authorized to conduct proceedings and to borrow monies to be repaid through revenue allocation (tax increment) funds pursuant to the terms and provisions of the Act for the purpose of financing the undertaking of any urban renewal project;

WHEREAS, the Plans contain revenue allocation (tax increment) financing provisions;

WHEREAS, the City and IFRA hereby find and determine that this Agreement enables them to cooperate to their mutual advantage in a manner that will best accord with the needs and development of the City and IFRA and to implement the Plans as well as any future urban renewal plans and project areas;

WHEREAS, the ability for the City and IFRA to cooperate and jointly benefit each other is expressly allowed pursuant to Idaho Code Section 50-2015;

WHEREAS, the City has provided and continues to provide certain administrative and support services to IFRA;

WHEREAS, the City and IFRA wish to state their respective obligations, expand the services provided by the City to IFRA, and revise the amount of consideration paid by IFRA to the City accordingly;

NOW, THEREFORE, the City and IFRA do hereby agree as follows:

1. Statement of Purpose

The purpose of this Agreement is to provide for the definition of rights, obligations, and responsibilities of IFRA and of the City to provide for the receipt, investment, and disbursement of funds by IFRA through the City Controller’s Office; clarify the City’s obligations to provide administrative, clerical, GIS/mapping and secretarial services and support for IFRA; and set the

amount of consideration IFRA shall pay the City for such services.

2. City's Obligations

The City agrees to make available as per this Agreement certain personnel and administrative services to IFRA, including, but not limited to:

a. Services described in this Agreement through the Community Development Services Director; City Controller's Office; the Assistant Planning Director, GIS Analyst/Planner II, and Administrative Assistant of the Community Development Services Department;

b. Any other necessary services described in this Agreement from other City departments or staff related to clerical support;

3. General Job Descriptions

a. Agency Treasurer

1. As of the effective date of this Agreement, staff of the City Controller's Office (the "City Controller Staff") serves as the IFRA Treasurer (the "IFRA Treasurer"). The City Controller Staff shall receive, invest, and disburse funds subject to legal authorization and budgeting by IFRA and formal approval by the IFRA Board. The City Controller Staff shall also be responsible for preparing all required accounting reports, including any required year-end financial statements and/or a comprehensive annual financial report, and advising IFRA Board of IFRA's financial status. Provided however, IFRA shall engage, at its sole cost and expense, a qualified accountant/auditor to provide the annual independent financial audit as required by Idaho Code 67-450B.

2. The City may designate City Controller Staff to perform these functions, subject to approval by IFRA. The City Controller Staff, currently designated to be Cassie Auten, (or other future designee) shall provide the following specific services:

- i. Maintain an account ledger for all income and expenses and provide a monthly summary report of the same to IFRA Board; as well as distribution of invoice/expense information for all Board meetings and monthly between meetings;
- ii. Track project related expenditures by Project Areas, including those governed by reimbursement agreements;
- iii. Provide general bookkeeping services in substantial compliance with Generally Accepted Accounting Principles or Governmental Accounting Standard Board (GASB) standards, whichever is applicable;

- iv. Keep track of and prepare checks or other methods of payment for IFRA expenses as directed by the City Controller, the Assistant Director of the Planning Division or IFRA Board;
- v. Coordinate with any accountant/auditor selected by IFRA to perform annual audits;
- vi. Obtain information from Bonneville County to aid in preparation of the annual budget and/or to confirm IFRA's revenue stream;
- vii. Prepare IFRA's annual budget;

b. Community Development Services Director

1. To the extent IFRA does not engage directly with an administrator or executive director, the Community Development Services Director, or their designee as selected by the City and subject to approval by IFRA, agrees to furnish its skill and judgment in the administration of services by a political subdivision, including but not limited to areas related to urban planning and economic development, to carry out the Plans and the Project Areas. The extent of those administration services will be as authorized by the IFRA Board of Commissioners and/or the IFRA Chair. Under the general direction of the Board of Commissioners, and in accordance with IFRA policy, applicable laws, and professional standards, the Community Development Services Director is responsible for the effective administration of all IFRA activities, including development, planning, operations, budgeting, staffing, and developing/maintaining IFRA's external relationships. **Exhibit A**, attached hereto, contains a general description of the services to be provided by the Community Development Services Director.

2. As of the effective date of this Agreement, IFRA contracts with Brad Cramer, Perspective Planning and Consulting LLC, to perform the executive director duties. To the extent, IFRA does not engage directly with an independent contractor to perform executive director services, it is understood the City will designate City staff, as approved by IFRA, to perform the executive director or administrator duties as set forth above.

c. Assistant Planning Director

The Assistant Planning Director, or their designee as selected by the City and subject to approval by IFRA, agrees to provide administrative support to IFRA's administrator or executive director, whether the administrator or executive director is the Community Development Services Director or an independent contractor directly engaged by IFRA. The Assistant Planning Director may meet with developers and/or property owners seeking IFRA assistance for an urban renewal project to determine potential eligibility and to identify certain public infrastructure gaps. The Assistant Planning Director will work with IFRA's administrator or executive director on

advancing projects to the Agency Board for its consideration.

d. GIS Analyst/Planner II

The GIS Analyst/Planner II, or their designee as selected by the City and subject to approval by IFRA, agrees to provide certain mapping support to IFRA for new study areas, new project area, maps related to specific projects, utility location maps and related mapping needs.

e. Other City Departments

From time to time, IFRA may seek input and assistance from other City departments to provide research, analysis, and information concerning potential IFRA projects. In those instances, those departments and their personnel shall be compensated by IFRA as set forth in Section 4 of this Agreement.

f. Clerical and Support Services

1. To the extent IFRA does not engage directly with an independent contractor to provide clerical and support services, the Administrative Assistant of the Community Development Services Department will perform clerical and support services for IFRA. City, through the Community Development Services Department, subject to approval by IFRA, shall designate a city employee or employees and shall provide the following services:

- i. Preparation and distribution of the agendas for all meetings of IFRA;
- ii. Assemble and maintain the records of IFRA in a safe and organized; manner in compliance with the principles or standards referenced above;
- iii. Compliance with IFRA reporting requirements; and
- iv. Maintain the IFRA webpage.

As of the effective date of this Agreement, the City contracts with Rebecca Thompson, an independent contractor, which as part of her scope of work includes: to attend each IFRA meeting to record and transcribe the minutes. To the extent, the City and/or IFRA does not engage directly with an independent contractor to perform these services, it is understood the Administrative Assistant of the Community Development Services Department would attend each IFRA meeting and record and transcribe the minutes.

g. Miscellaneous Services

City, through the City Clerk's office, subject to approval by IFRA, shall designate a city employee or employees and shall provide the following services:

1. The City shall provide meeting facilities (at no cost to IFRA) that include live broadcasting of IFRA meetings, to include audio, video, and projection equipment. IFRA will pay a reasonable cost for live streaming its meetings.

4. IFRA'S Obligations/Compensation to City

IFRA agrees to pay City for services rendered under this Agreement based on the following methodology. Any City personnel providing services to IFRA as described in this Agreement shall maintain specific time increments showing the amount of time worked on an IFRA project or initiative as well as a description of the services provided. IFRA shall compensate such work based on the hourly rate imposed by the City employee, in an amount previously agreed to by the City and IFRA through the budgeting process described in Section 8 of this Agreement. Such hourly rate shall be based on the salary and other benefit costs related to the employee's position.

5. Method of Payment/Monthly Invoices

The City shall maintain time and expense records and provide them to IFRA monthly, along with monthly invoices in a format acceptable to IFRA for services performed to the date of the invoice. Each invoice shall specify charges as they relate to the tasks set forth in this Agreement. Each invoice shall also specify current billing and previous payments, with a total of costs incurred and payments made to date. Each invoice shall identify the number of hours incurred by each City employee identified in this Agreement along with that employee's hourly rate. City shall provide IFRA the applicable hourly rate for the work provided, which hourly rate shall be subject to review and approved by IFRA.

If the services subject to a specific invoice do not meet the requirements of this Agreement as IFRA may reasonably determine, IFRA shall notify City in writing and provide specific deficiencies in the services or work product that do not meet the requirements. City shall have seven (7) working days to correct or modify the services or work product to comply with the requirements of the Agreement as set forth in IFRA's written notice. If IFRA again reasonably determines the services or work product fails to meet the requirements, IFRA may withhold payment until deficiencies have been corrected to IFRA's reasonable satisfaction or may terminate this Agreement for cause as set forth in Section 17.a of this Agreement.

6. Additional Reimbursements

IFRA shall reimburse City for costs associated with engineering or other technical services associated with IFRA funded projects. IFRA shall provide reimbursement for the costs of systems and technology to support administrative functions. Such costs shall be identified and approved by the IFRA Board as part of the annual budgeting process.

7. Evaluations

No later than June 1 of each calendar year, IFRA shall evaluate the performance of the

activity provided by any City employee for services described in this Agreement. IFRA shall provide the results of such evaluations to the City for its review and comment. One of the purposes of such evaluations is to provide IFRA the opportunity to request City assign other employees to provide the services set forth in this Agreement. Should the City and Agency not reach agreement on the assignment of alternative employees, either party may invoke termination of this Agreement for Convenience as described in Section 17.c. of this Agreement. Alternatively, should the City and Agency not reach agreement on the assignment of alternative employees, either party may elect to not renew this Agreement as described in Section 22 of this Agreement.

8. Annual Budgeting Proposal

No later than July 1 of each calendar year, City shall provide IFRA with a summary of the hours worked by City employees on IFRA assignments, a breakdown of hourly rates, and the total amount compensated through the date of the summary. No later than July 1 of each calendar year, City shall provide IFRA with City's proposal for the type of services, hourly rates for such service, hourly rates of City employees providing services to IFRA, and an estimated amount of compensation for the following fiscal year to assist IFRA in preparing its required budget for the following fiscal year. Should City and IFRA not reach agreement on the services provided, the City employees assigned to IFRA, or the amount of compensation for the subsequent fiscal year, then either party may provide notice of non-renewal as described in Section 22 of this Agreement.

9. Insurance

The City shall purchase and maintain, for the benefit of the City and IFRA, liability coverage for protection from claims under workers' or workmens' compensation acts arising from work performed under this Agreement; claims for damages because of bodily injury, including personal injury, sickness, disease, or death of any of the City's employees while working on activities under this Agreement; claims for damages because of injury to or destruction or loss of use of tangible property as a result of work pursuant to this Agreement; and claims arising out of the performance of this Agreement and caused by negligent acts for which the City is legally liable. The terms and limits of liability shall be determined solely by the City (but no less than the limits required under the Idaho Tort Claims Act), and nothing herein shall be construed as any waiver of any claim or defense by the City or IFRA premised upon any claim of sovereign immunity or arising from the Idaho Tort Claims Act. Provided, however, IFRA shall obtain its own insurance of similar benefit and value for IFRA activities.

10. Representations and Warranties

In consideration of this Agreement City and IFRA make the following representations and warranties:

- a. IFRA is a public body corporate and politic of the state of Idaho, duly organized and validly existing, and in good standing under the laws of the state of Idaho with the power to own its assets and to transact business in Idaho.

b. IFRA has the authority and power to execute and deliver any document required hereunder and to perform any condition or obligation imposed under the terms of such documents.

c. The execution, delivery, and performance of this Agreement and each document incident hereto will not violate any provision of any applicable law, regulation, order, judgment, decree, article of incorporation, bylaw, indenture, contract, agreement, or other undertaking to which IFRA is a party or which purports to be binding on IFRA or its assets and will not result in the creation of imposition of a lien on any of its assets.

d. There is no action, suit, investigation, or proceeding pending or, to the knowledge of IFRA, threatened against or affecting IFRA or any of its assets which, if adversely determined, would have a material adverse affect on the financial condition of IFRA or the operation of its business or which would otherwise affect this Agreement or IFRA's obligations hereunder.

e. City is a municipal corporation of the state of Idaho, duly organized and validly existing, and in good standing under the laws of the state of Idaho with the power to own its assets and to transact business in Idaho.

f. City has the authority and power to execute and deliver any document required hereunder and to perform any condition or obligation imposed under the terms of such documents.

g. The execution, delivery, and performance of this Agreement and each document incident hereto will not violate any provision of any applicable law, regulation, order, judgment, decree, article of incorporation, bylaw, indenture, contract, agreement, or other undertaking to which IFRA is a party or which purports to be binding on City.

h. There is no action, suit, investigation, or proceeding pending or, to the knowledge of City, threatened against or affecting City or any of its assets which, if adversely determined, would have a material adverse affect on the financial condition of City or the operation of its business or which would otherwise affect this Agreement or City's obligations hereunder.

11. Miscellaneous Provisions

Each Party represents and warrants that each person executing this Agreement on behalf of such Party is, at the time of such execution, duly authorized to do so by such Party's governing body and is fully vested with the authority to bind such party in all respects.

If any provision of this Agreement is held invalid, illegal, or unenforceable, the remainder shall be construed to conform to the intent of the parties and shall survive the severed provisions.

The captions and headings in this Agreement are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions, or agreements contained herein.

The Parties shall in all instances cooperate and act in good faith in compliance with the terms, covenants, and conditions of this Agreement and each shall deal fairly with the other.

Each Party shall cooperate fully with the other and execute such further instruments, documents and agreements and give such further written assurances, as may be reasonably requested by the other to better evidence and reflect the transactions described herein and contemplated hereby, and to carry into effect the intents and purposes of this Agreement.

In any suit, action, or appeal therefrom to enforce or interpret this Agreement, the prevailing party shall be entitled to recover its costs incurred therein, including reasonable attorneys' fees.

This Agreement shall not be modified or otherwise amended except in writing signed by all of the Parties.

If the date for delivery of a notice or performance of some other obligation of a Party falls on a Saturday, Sunday, or legal holiday in the state of Idaho, then the date for such notice or performance shall be postponed until the next business day.

This Agreement shall be governed by the laws of the state of Idaho.

12. Successors and Assigns

No Party may assign or delegate its obligations under this Agreement without the consent of the other Party hereto, which consent may be withheld in the discretion of that Party. Except as otherwise set forth in this Agreement, the terms, covenants, conditions, and agreements contained herein shall be binding upon and inure to the benefit of the heirs, personal representatives, successors, and assigns of the Parties.

13. Number and Gender

In constructing the provisions of this Agreement and whenever the context so requires, the use of a gender shall include all other genders, the use of the singular shall include the plural, and the use of the plural shall include the singular.

14. No Third-Party Beneficiary

This Agreement is not intended to create, nor shall it be in any way interpreted or construed to create, any third-party beneficiary rights in any person not a Party hereto unless otherwise expressly provided herein.

15. Counterparts / Facsimile

This Agreement may be executed in counterparts, and each counterpart shall then be deemed for all purposes to be an original, executed agreement with respect to the Parties whose signatures appear thereon. Facsimile transmission of any signed original of this Agreement, and retransmission of any signed facsimile transmission, shall be the same as delivery of an original and shall be binding upon the parties.

16. Merger Clause

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.

17. Termination of Agreement

a. **For Cause - IFRA.** If, through any cause, the City shall fail to fulfill its obligations under this Agreement, or if the City shall violate any of the covenants, agreements, or stipulations of this Agreement, IFRA shall thereupon have the right to terminate this Agreement by giving written notice to the City and specifying the effective date thereof at least thirty (30) days before the effective date of such termination. If this Agreement is terminated for cause, City shall be paid an amount for the actual services performed in accordance with this Agreement through the cancellation date.

Notwithstanding the above, the City shall not be relieved of liability to IFRA by virtue of any breach of this Agreement by the City, and IFRA may withhold any payments to the City for the purpose of set-off until such time as the exact amount of damages due IFRA from the City is determined. City shall also provide IFRA all work products generated prior to date of termination. All work products generated, whether complete or not, are the property of IFRA.

b. **For Cause - City.** If, through any cause, IFRA shall fail to fulfill its obligations under this Agreement, or if IFRA shall violate any of the covenants, agreements, or stipulations of this Agreement, City shall thereupon have the right to terminate this Agreement by giving written notice to IFRA and specifying the effective date thereof at least thirty (30) days before the effective date of such termination. If this Agreement is terminated for cause, IFRA shall pay City an amount for the actual services performed in accordance with this Agreement through the cancellation date.

Notwithstanding the above, IFRA shall not be relieved of liability to City by virtue of any breach of this Agreement by IFRA. City shall provide IFRA all work products generated prior to date of termination. All work products generated, whether complete or not, are the property of IFRA.

c. **For Convenience.** IFRA or City may terminate this Agreement at any time, for any reason, by giving at least thirty (30) days' notice in writing to the other party. If this Agreement is terminated by IFRA as provided herein, City shall be paid an amount for the actual services performed in accordance with this Agreement through the cancellation date.

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, addresses as follows:

To IFRA: Agency Chair
Idaho Falls Redevelopment Agency
308 Constitution Way
Idaho Falls, ID 83402

To City: City Attorney's Department
City of Idaho Falls
308 Constitution Way
Idaho Falls, ID 83402

19. Discrimination Prohibited.

In performing the services required herein, City shall not discriminate against any person on the basis of race, color, religion, sex, gender identity/expression, sexual orientation, national origin or ancestry, age, or handicap. Violation of this section shall constitute a material breach of this Agreement and be deemed grounds for cancellation, termination, or suspension of the Agreement by IFRA, in whole or in part, and may result in ineligibility for further work for IFRA.

20. Anti-Boycott Against Israel Certification.

City and IFRA hereby certify pursuant to Section 67-2346, Idaho Code, they are not currently engaged in, and will not for the duration of this Agreement, knowingly engage in, a boycott of goods or services from Israel or territories under its control.

21. Disputes

In the event that a dispute arises between IFRA and the 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 dispute within ten (10) days after such dispute arises. If the Parties shall have failed to resolve the dispute within thirty (30) days after delivery of such notice, the Parties may first endeavor to settle the dispute in an amicable manner by mediation. If the Parties elect to mediate their dispute, the Parties will select a mediator by mutual

agreement and agree to each pay half of the mediator's costs and fees. The mediation will take place in Idaho Falls, Idaho unless otherwise agreed by the Parties in writing. Should the Parties be unable to resolve the dispute to their mutual satisfaction within thirty (30) days after such completion of mediation, each Party shall have the right to pursue any rights or remedies it may have at law or in equity. If the Parties do not mutually agree to mediate the dispute, either Party may pursue any rights or remedies it may have at law.

22. Term of Agreement and Renewal

This Agreement shall be effective the date last executed by the Parties and shall continue for an initial period through September 30, 2023. The Agreement shall automatically renew for additional one-year terms at the expiration of the then existing term unless either City or IFRA provides notice of non-renewal within sixty (60) days of the expiration of the then existing term.

[signatures on the following page]

IN WITNESS WHEREOF, the parties hereto through their respective governing boards have executed this Agreement on the date first cited above.

CITY OF IDAHO FALLS

By _____
Rebecca L. Noah Casper, Ph.D., Mayor

ATTEST:

City Clerk, Corrin Wilde

IDAHO FALLS REDEVELOPMENT AGENCY

By _____
Lee Radford, Chair

ATTEST:

Terri Gazdik, Secretary

EXHIBIT A

SCOPE OF SERVICES

City shall provide day-to-day administrative and operational support to the IFRA to include, but not limited to, the following services:

1. Assist with the preparation and administration of IFRA contracts and agreements
2. Provide staff support for projects requested by the IFRA Board
3. Provide assistance to members of the public inquiring about IFRA projects or funding
4. Prepare letters, memos, or other correspondence on behalf of the IFRA Board.
5. Manage and administer IFRA Owner Participation Agreements
6. Respond to IFRA public records requests
7. Manage and maintain all IFRA records and files
8. Coordinate IFRA activities and projects with City staff and IFRA consultants

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