



MEETING NOTICE & AGENDA

KUNA URBAN RENEWAL AGENCY

July 12, 2023

City Council Chambers/Virtual Meeting Via Zoom

<https://us06web.zoom.us/j/82855002908?pwd=SVVLdVAvZmhnNGZOeTlaZGlyLOJZdz09>

6:00 p.m.

751 W. 4th Street

Kuna, Idaho

The meeting will be conducted through the use of a video conference call (zoom) and in person for Board Members, City Staff and Consultants. Persons who wish to provide comment on agenda items may do so by emailing Zulema Montenegro at zmontenegro@kunaid.gov on or before July 12, 2023, at 12:00 p.m. Staff will be available in person at City Hall.

AGENDA

1. **Call to Order / Roll Call**
 - Seat 1: Dave Case
 - Seat 2: Rocco D’Orazio
 - Seat 3: Winston Inouye
 - Seat 4: Greg McPherson
 - Seat 5: Tayler Tibbitts
2. **Action Item:** Adoption of the Agenda
3. **Action Item:** Consent Agenda
 - a. **Expenses**
 - i. Approval of Paid Invoices – Report
 - b. **Minutes and Reports**
 - i. Approval of April 12, 2023, Special Meeting Minutes
4. **Discussion Item:** Proposed FY2024 Budget – Jared Empey, Agency Treasurer
5. **Action Item:** Tentative approval of the FY2024 Budget, Selection of the Public Hearing Date, and Authorization to Publish Notice
 - a. Staff suggests August 9, 2023 for hearing date

6. **Discussion Item:** Draft City-Agency Agreement for Use of Staff Time – Morgan
Treasurer, Agency Administrator
7. **Board Questions or Concerns**
8. **Adjourn**

796.

ELAM & BURKE
ATTORNEYS AT LAW

251 East Front Street, Suite 300
Post Office Box 1539
Boise, Idaho 83701
Telephone 208 343-5454
Fax 208 384-5844

Tax Id No. 82-0451327

Kuna Urban Renewal Agency
City of Kuna
P.O. Box 13
Kuna, ID 83634

APRIL 30, 2023

Invoice # 202017
Billing Atty - MSC

52-6202

RE: General Representation

CLIENT/MATTER: 00083-00002

*** INVOICE SUMMARY PAGE ***

| | |
|-------------------|------------|
| PROFESSIONAL FEES | 1,500.00 |
| COSTS ADVANCED | .00 |
| TOTAL INVOICE | 1,500.00 ✓ |

796

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Post Office Box 1539
Boise, Idaho 83701
Telephone 208 343-5454
Fax 208 384-5844

Tax Id No. 82-0451327

Kuna Urban Renewal Agency
City of Kuna
P.O. Box 13
Kuna, ID 83634

MAY 31, 2023

Invoice # 202642
Billing Atty - MSC

RE: East Kuna Plan

CLIENT/MATTER: 00083-00003

*** INVOICE SUMMARY PAGE ***

| | |
|-------------------|-------|
| PROFESSIONAL FEES | 25.00 |
| COSTS ADVANCED | .00 |
| TOTAL INVOICE | 25.00 |

52-6202



KUNA URBAN RENEWAL AGENCY
April 12, 2023
City Council Chambers/Virtual Meeting Via Zoom
6:00 p.m.
751 W. 4th Street
Kuna, Idaho

The meeting will be conducted through the use of a video conference call (zoom) and in person for Board Members, City Staff and Consultants. Persons who wish to provide comment on agenda items may do so by emailing Zulema Montenegro at zmontenegro@kunaid.gov on or before April 12, 2023, at 12:00 p.m. City staff will be available in person at City Hall.

MINUTES

1. Call to Order / Roll Call

(Timestamp 00:6:04)

Seat 1: Dave Case
-Present
Seat 2: Rocco D'Orazio
-Absent
Seat 3: Winston Inouye
-Present via Zoom
Seat 4: Greg McPherson
-Absent
Seat 5: Tayler Tibbitts
-Present via Zoom

Staff present: Morgan Treasure, Zulema Montenegro, Meghan Conrad, Chris Engels

2. **Action Item:** Adoption of the Agenda

(Timestamp 00:06:05)

*Morgan Treasure, Agency Administrator
Staff requested a reorder of the agenda to move items 5 and 6 concerning the
Hawklight Project to be discussed first.*

Motion by Commission Inouye to adjust the agenda by moving items 5 and 6 and approve the agenda as amended. Seconded by Commissioner Tibbits. Motion carried 3-0-0.

3. **Discussion Item:** Orchard Avenue Crossing Hawklight Project Presentation – Chris Engels, City Clerk
(Timestamp 00:06:06)

Morgan Treasure, Agency Administrator

Introduced a potential project that would be the first under the West URA revenue allocation area and stated it does fall under the West Urban Renewal Plan and has been looked at by ACHD. Answered commissioner's questions on benefits and connection to the Urban Renewal goals.

Chris Engels, City Clerk and Grant Administrator

Presented the project for consideration describing the location and the key components. The Hawklight Project would provide a safe path for children, and overall residents to cross and access schools, recreation and church services. Let Commissioners know that this intersection has been looked at by ACHD. This project has also applied for multiple funding opportunities however have not been successful. Stated that this has been identified as a critical project that the City Council and Mayor support because of the safety issues in the area. Asked the URA Commission to consider being a funding partner with the City Clerk team leading the project. The Planning and Zoning Department will make sure the project is in compliance of the Kuna Comp Plan. The total estimated cost is \$290,000 and are asking the URA for consideration of \$150,000. Answered Commissioners questions on which schools were in proximity, records of incidents, and additional questions on funding with ACHD.

4. **Action Item:** Consideration to Approve the Orchard Avenue Crossing Hawklight Project.
(Timestamp 00:06:26)

Meghan Conrad, Elam and Burke

Made a point of clarification regarding process. Recommended that if the board would like to approve funding for this project, then to memorialize formalize with an agreement at a later date. Suggests the action item being designating this project for funding and bring back to the board for final consideration.

Commissioners Inouye, Case and Tibbits made final comments on the project.

Motion by Commissioner Inouye to Make the Consideration to Approve this Project as Presented. Seconded by Commissioner Tibbits. Motion carried 3-0-0.

5. **Action Item:** Consent Agenda
(Timestamp 00:06:33)

a. Expenses

- Approval of Paid Invoices – Report
- b. Minutes and Reports
 - Approval of March 1, 2023, Meeting Minutes

Motion by Commissioner Tibbits to approve the consent agenda. Seconded by Commissioner Inouye. Motion carried 3-0-0.

6. Discussion Item: Legislative Update – Morgan Treasure, Agency Administrator
(Timestamp 00:06:34)

Morgan Treasure, Agency Administrator

Updated Commissioners on House Bill 328 and what the final language of the bill ended up being. Stated that the East Kuna allocation project changes but is not dead. Let commissioners know that several community partners came out in support and testified against the bill but ultimately were not successful. Let Commissioners aware that there will be a formal presentation of the infrastructure redesign of Meta.

Meghan Conrad, Elam and Burke

Answered Commissioners questions if the URA will have to go back and readdress through formal actions the plan that was already approved. Stated that there is always some flexibility with the plan. The goals are the same, we still have an urban renewal plan that has a revenue allocation area with projects identified.

7. Board Questions, Concerns and Announcements:
(Timestamp 00:06:45)

Motion by Commissioner Tibbits to adjourn meeting. Seconded by Commissioner Inouye. Motion carried 3-0-0.

8. Adjourn

6:46 PM

APPROVED:

By _____
Chair of the Board

ATTEST:

By _____
Secretary

Minutes prepared by Zulema Montenegro, Executive Assistant to the Development Director

ACHD Fund Balance Reservation-Period 14

| Entity | Levy | ACHD Yes/No | % of Levy | Governmental Revenue | Restricted Fund Balance | Unrestricted Revenue |
|---------------|-------------|-------------|-----------|-------------------------|----------------------------|-------------------------|
| Ada County | 0.001744946 | No | 0.366623 | (147,140.19) | | (53,945.02) |
| EMS | 0.000099800 | No | 0.020969 | (147,140.19) | | (3,085.32) |
| ACHD | 0.000597271 | Yes | 0.12549 | (147,140.19) | (18,464.64) | |
| Mosquito | 0.000017776 | No | 0.003735 | (147,140.19) | | (549.55) |
| CWI | 0.000104824 | No | 0.022024 | (147,140.19) | | (3,240.63) |
| Kuna School | 0.000031085 | No | 0.006531 | (147,140.19) | | (960.99) |
| Kuna City | 0.001754099 | No | 0.368546 | (147,140.19) | | (54,227.98) |
| Kuna Cemetery | 0.000078568 | No | 0.016508 | (147,140.19) | | (2,428.93) |
| Kuna Library | 0.000331138 | No | 0.069574 | (147,140.19) | | (10,237.13) |
| | 0.004759507 | | | | (18,464.64) | (128,675.55) |

| | | Assigned | Unrestricted | Total |
|----|-----------------------|-------------|--------------|--------------|
| 52 | 4100 Property Tax Rev | (18,464.64) | (128,675.55) | (147,140.19) |
| 52 | 6202 Professional Ser | | 2969.5 | 2,969.50 |
| 52 | 6287 G&A | | 36.26 | 36.26 |
| | | (18,464.64) | (125,669.79) | (144,134.43) |

REVENUE & EXPENDITURE STATEMENT - CITY OF KUNA URBAN RENEWAL DISTRICT WEST- FYE 2024

| ACCOUNT # | ACCOUNT NAME | FYE 2024 | FYE 2023 | | FYE 2022 | | FYE 2021 | | FYE 2020 | | FYE 2019 | |
|------------------------|-------------------------------------|------------------|------------------|------------------|------------------|-----------------|-----------------|-----------------|------------|------------|------------|------------|
| | | BUDGET | ACTUAL* | BUDGET | ACTUAL | BUDGET | ACTUAL | BUDGET | ACTUAL | BUDGET | ACTUAL | BUDGET |
| Revenue | | | | | | | | | | | | |
| 52-4100 | Property Tax Revenue | \$400,170 | \$319,896 | \$158,495 | \$147,140 | \$37,420 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| 52-4110 | Property Tax Interest and Penalties | \$150 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| 52-4650 | Grant Revenue | \$0 | \$0 | \$0 | \$0 | \$0 | \$25,335 | \$96,687 | \$0 | \$0 | \$0 | \$0 |
| 52-4950 | Carryover | \$400,000 | \$144,244 | \$122,132 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| | | \$800,320 | \$464,140 | \$280,627 | \$147,140 | \$37,420 | \$25,335 | \$96,687 | \$0 | \$0 | \$0 | \$0 |
| Expenditures | | | | | | | | | | | | |
| | Capital Improvements and | | | | | | | | | | | |
| 52-6020 | Reimbursements | \$300,000 | \$0 | \$50,000 | \$0 | \$0 | \$0 | \$96,687 | \$0 | \$0 | \$0 | \$0 |
| 52-6045 | Contingency | \$471,320 | \$0 | \$213,127 | \$0 | \$15,420 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| 52-6052 | Contract Services | \$4,000 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| 52-6202 | Professional Services | \$15,000 | \$11,371 | \$12,000 | \$2,970 | \$12,000 | \$25,335 | \$0 | \$0 | \$0 | \$0 | \$0 |
| 52-6287 | General and Admin | \$10,000 | \$1,150 | \$5,500 | \$36 | \$10,000 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| | | \$800,320 | \$12,521 | \$280,627 | \$3,006 | \$37,420 | \$25,335 | \$96,687 | \$0 | \$0 | \$0 | \$0 |
| GRAND TOTAL NET | | \$0 | \$451,619 | \$0 | \$144,134 | (\$0) | (\$0) | \$0 | \$0 | \$0 | \$0 | \$0 |

*Forecast

REVENUE & EXPENDITURE STATEMENT - CITY OF KUNA URBAN RENEWAL DISTRICT EAST- FYE 2024

| ACCOUNT # | ACCOUNT NAME | FYE 2024 | FYE 2023 | | FYE 2022 | | FYE 2021 | | FYE 2020 | | FYE 2019 | |
|------------------------|-------------------------------------|-----------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|
| | | BUDGET | ACTUAL* | BUDGET | ACTUAL | BUDGET | ACTUAL | BUDGET | ACTUAL | BUDGET | ACTUAL | BUDGET |
| Revenue | | | | | | | | | | | | |
| 53-4100 | Property Tax Revenue | \$75,000 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| 53-4110 | Property Tax Interest and Penalties | \$100 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| 53-4950 | Carryover | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| | | \$75,100 | \$0 |
| Expenditures | | | | | | | | | | | | |
| | Capital Improvements and | | | | | | | | | | | |
| 53-6020 | Reimbursements | \$0 | \$0 | \$0 | \$0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 53-6045 | Contingency | \$51,100 | \$0 | \$0 | \$0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 53-6052 | Contract Services | \$4,000 | \$0 | \$0 | \$0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 53-6202 | Professional Services | \$10,000 | \$0 | \$0 | \$0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 53-6287 | General and Admin | \$10,000 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| | | \$75,100 | \$0 |
| GRAND TOTAL NET | | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |

*Forecast

ADMINISTRATION AND SUPPORT SERVICES AGREEMENT

THIS ADMINISTRATION AND SUPPORT SERVICES AGREEMENT (the "Agreement") is made and entered into this ____ day of _____, 2023, with an effective date of October 1, 2023 (the "Effective Date"), by and between the City of Kuna, Idaho, a municipal corporation of the state of Idaho (the "City"), and the Urban Renewal Agency of the City of Kuna, Idaho, also known as the Kuna Urban Renewal 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, Chapter 20, Title 50, Idaho Code, as amended (the "Law"), and the Local Economic Development Act, Chapter 29, Title 50, Idaho Code, as amended (the "Act") (the "Agency") (individually the City and Agency may be referred to as "Party" and collectively as the "Parties").

RECITALS

WHEREAS, the Agency is authorized to undertake and carry out urban renewal projects to eliminate, remedy, or prevent deteriorated or deteriorating areas through 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 (the "City Council") of the City, after notice duly published, conducted a public hearing on the Urban Renewal Plan for the Kuna West Urban Renewal Project (the "Kuna West Plan");

WHEREAS, following said public hearing the City Council adopted its Ordinance No. 2020-32 on November 17, 2020, approving the Kuna West Plan, making certain findings, and establishing the Kuna West revenue allocation area (the "Kuna West Project Area");

WHEREAS, the City Council, after notice duly published, conducted a public hearing on the Urban Renewal Plan for the Kuna East Urban Renewal Project (the "Kuna East Plan");

WHEREAS, following said public hearing the City Council adopted its Ordinance No. 2022-34 on November 1, 2022, approving the Kuna East Plan, making certain findings, and establishing the Kuna East revenue allocation area (the "Kuna East Project Area"). Collectively, the Kuna East Plan and the Kuna West Plan may be referred to as the "Urban Renewal Plans" and the Kuna East Project Area and the Kuna West Project Area may be referred to as the "Project Areas;"

WHEREAS, the Urban Renewal Plans include the acquisition, construction, and installation of certain public improvements within the Project Areas, including the related necessary costs for engineering, insurance, audit, planning, administration and Agency operations;

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

WHEREAS, the City and Agency 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 Agency and to implement the Urban Renewal Plans as well as any future urban renewal plans and project areas;

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

WHEREAS, the City has provided and continues to provide certain services to Agency;

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

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

AGREEMENT

1. Statement of Purpose

The purpose of this Agreement is to provide for the definition of rights, obligations, and responsibilities of Agency and the City to provide for the receipt, investment, and disbursement of funds by the City Treasurer (defined below) on behalf of Agency; clarify the City's obligations to provide administrative, clerical, and secretarial services and support for Agency; and to establish the amount of consideration Agency will pay the City for such services.

2. City's Obligations

The City agrees to make available certain personnel and administrative services to Agency, including, but not limited to:

a. Services through the City Clerk's Office or the Economic Development Office; the City Treasurer's Office; and the Economic Development Director, who, as of the Effective Date, serves as the Agency Administrator;

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

c. Assistance from other City departments, including, but not limited to, Department of Public Works, the GIS Department, and the Engineering Department.

3. General Job Descriptions

a. Treasurer

As of the Effective Date of this Agreement, the City Treasurer, or his or her designee as selected by the City and subject to approval by the Agency (the "City Treasurer"), serves as the elected Agency Treasurer. The City Treasurer will receive, invest, and disburse funds subject to legal authorization and budgeting by Agency and formal approval by Agency Board. The City Treasurer is also responsible for preparing all required accounting reports, including any required year-end financial statements and/or a comprehensive annual financial report, and advising Agency Board of Agency's financial status. Provided however, Agency will 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.

The City Treasurer will provide the following specific services, including but not limited to:

- Maintain an account ledger for all income and expenses for each Project Area and provide a monthly summary report of the same to Agency Board as well as distribution of invoice/expense information for all Board meetings and monthly between meetings;
- Maintain an account ledger to separately account for the amount of ACHD Revenue received annually pursuant to all Interagency Agreements between the Agency and ACHD pursuant to Idaho Code Section 50-2908(2)(a)(iv);
- Provide general bookkeeping services in substantial compliance with Generally Accepted Accounting Principles or Governmental Accounting Standard Board (GASB) standards, whichever is applicable;
- Coordinate with any accountant/auditor selected by Agency to perform annual audits.

b. Economic Development Director

The Economic Development Director, or his or her designee as selected by the City and subject to approval by the Agency (the "Economic Development Director"), serves as the Agency Administrator. The Economic Development Director will 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, and to carry out the Urban Renewal Plans within the Project Areas. The extent of those administration services will be as authorized by the Agency Board of Commissioners and/or the Agency Chair. Under the general direction of the Board of Commissioners, and in accordance with Agency policy, applicable laws, and professional standards, the Economic Development Director is responsible for the effective administration of all Agency activities, including development, planning, operations, budgeting, staffing, and developing/maintaining Agency's external relationships. **Exhibit A**, attached hereto, contains a general description of the services to be provided by the Economic Development Director.

c. Other City Departments

From time to time, Agency may seek input and assistance from other City departments, including, but not limited to, Public Works, GIS and Engineering to provide analysis, technical support, and information concerning potential Agency projects. In those instances, those departments and their personnel will be compensated by Agency as set forth in Section 4 of this Agreement.

d. Clerical and Support Services

As of the Effective Date of this Agreement, the Administrative Assistant to the Economic Development Office serves as the elected Agency Secretary. The City, through the City Clerk's Office, or the Economic Development Office, may designate a City employee or employees to perform clerical and/or support services subject to approval by the Agency, which services include the following:

- Preparation, posting and distribution of the agendas for all Agency meetings;
- Attend each Agency meeting and prepare the minutes;
- Assemble and maintain the records of Agency in a safe and organized manner in compliance with Idaho law;
- Keep track of and prepare checks or other methods of payment for Agency expenses as directed by the City Treasurer, the Economic Development Director or Agency Board;
- Compliance with Agency reporting requirements.

e. Miscellaneous Services

City, through the **City Clerk's Office**, subject to approval by Agency, will designate a city employee or employees and shall provide the following services:

- City will host and maintain the Agency website/webpage;
- At no cost to Agency, the City will provide meeting facilities that include live broadcasting of Agency meetings, to include audio, video, and projection equipment.

4. Agency's Obligations/Compensation to City

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

5. Method of Payment/Monthly Invoices

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

If the services subject to a specific invoice do not meet the requirements of this Agreement as Agency may reasonably determine, Agency will notify City in writing and provide specific deficiencies in the services or work product that do not meet the requirements. City will 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 Agency's written notice. If Agency again reasonably determines the services or work product fails to meet the requirements, Agency may withhold payment until deficiencies have been corrected to Agency's reasonable satisfaction or may terminate this Agreement as set forth in Section 17 of this Agreement.

6. Additional Reimbursements

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

7. Evaluations

No later than June 1 of each calendar year, Agency may elect to evaluate the performance of the activity provided by any City employee for services described in this Agreement. Agency will provide the results of such evaluations to the City for its review and comment. One of the purposes of such evaluations is to provide Agency 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 as described in Section 17 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 will provide Agency with a summary of the hours worked by City employees on Agency 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 will provide Agency with City's proposal for the type of services, hourly rates for such service, hourly rates of City employees providing services to Agency, and an estimated amount of compensation for the following fiscal year to assist Agency in preparing its required budget for the following fiscal year. Should City and Agency not reach agreement on the services provided, the City employees assigned to Agency, 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 will purchase and maintain for the benefit of the City and Agency insurance 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 will be determined solely by the City (but no less than the limits required under the Idaho Tort Claims Act), and nothing herein is construed as any waiver of any claim or defense by the City or Agency premised upon any claim of sovereign immunity or arising from the Idaho Tort Claims Act. Provided, however, Agency will obtain its own insurance of similar benefit and value for Agency activities.

10. Representations and Warranties

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

a. Agency 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. Agency 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 Agency is a party or which purports to be binding on Agency 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 Agency, threatened against or affecting Agency or any of its assets which, if adversely determined, would have a material adverse affect on the financial condition of Agency or the operation of its business or which would otherwise affect this Agreement or Agency'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 Agency 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 will be construed to conform to the intent of the Parties and will survive the severed provisions.

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

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

Each Party will 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 is entitled to recover its costs incurred therein, including reasonable attorneys' fees.

This Agreement will 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 will be postponed until the next business day.

This Agreement is 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 are 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 includes the plural, and the use of the plural includes 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, including electronic signatures, each of which is an original and all of which constitute one and the same instrument.

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

Agency 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, City will 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 will be in writing and be deemed communicated when mailed in the United States mail, certified, return receipt requested, addressed as follows:

To Agency: Morgan Treasure, Agency Administrator
Kuna Urban Renewal Agency
751 W. 4th Street
Kuna, ID 83634
mtreasure@kunaid.gov

To City: [name]
City of Kuna
751 W. 4th Street
Kuna, ID 83634
[Email address]

19. Discrimination Prohibited.

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

20. Indemnification

City agrees to indemnify, defend, and hold harmless Agency, and its officers, agents and employees, from and against all claims, losses, actions, or judgments for damages or injury to persons or property to the extent caused by the City's negligence or intentional acts or omissions, including, but not limited to, any claim for libel, slander, piracy, plagiarism, invasion of privacy, false advertising, discrimination, or infringement of copyright, during the performance of this Agreement by City or City's agents, employees, or representatives. In case any action or proceeding is brought against Agency or its officers, agents, or employees by reason of or arising out of connection with City's negligence or intentionally wrongful acts or omissions during the performance of this Agreement, City, upon written notice from Agency, will at City's expense, resist or defend such action or proceeding.

21. Disputes

In the event that a dispute arises between Agency 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 fail 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 Kuna, 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 is effective October 1, 2023, and will continue for an initial one-year term through September 30, 2024. The Agreement shall automatically renew for additional one-year terms at the expiration of the then existing term unless either City or Agency provides notice of non-renewal by July 31 prior to expiration of the then existing term.

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

CITY OF KUNA

By _____
Joe Stear, Mayor

ATTEST:

Chris Engels, City Clerk

URBAN RENEWAL AGENCY OF THE CITY OF KUNA

By _____
Chair

ATTEST:

Secretary

DRAFT

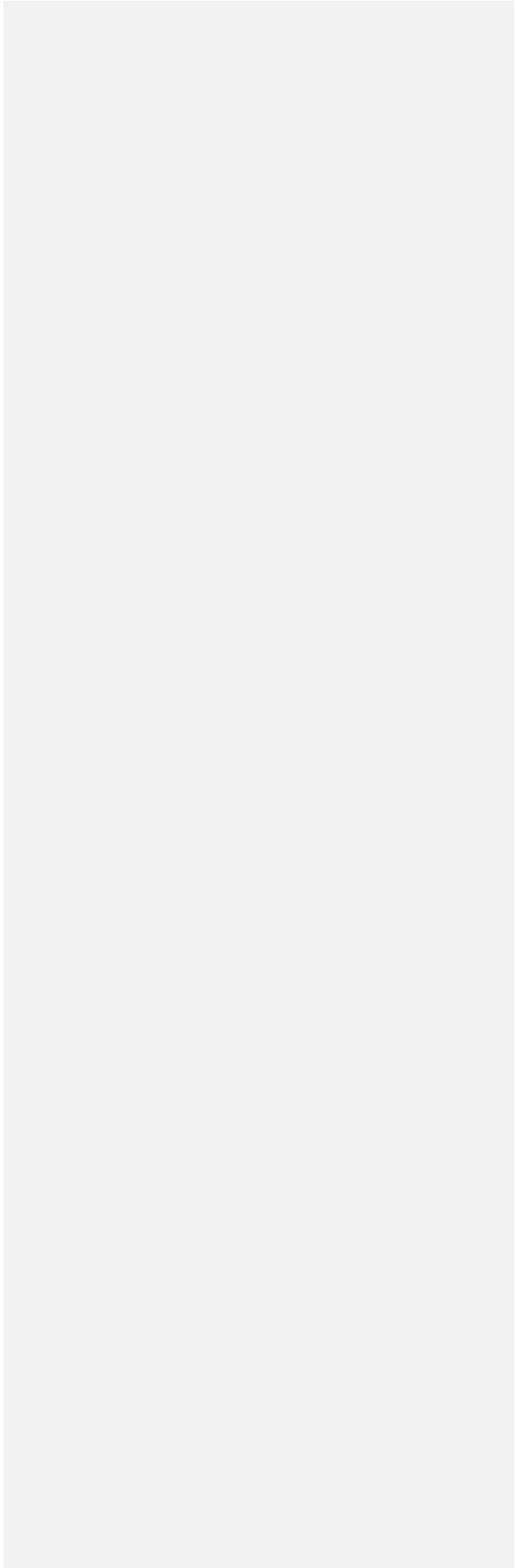


EXHIBIT A
SCOPE OF SERVICES

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

- Assist with the preparation and administration of Agency contracts and agreements
- Provide staff support for projects requested by the Agency Board
- Provide assistance to members of the public inquiring about Agency projects or funding
- Prepare letters, memos, or other correspondence on behalf of the Agency Board
- Manage and administer Agency Owner Participation Agreements
- Respond to Agency public records requests
- Manage and maintain all Agency records and files
- Coordinate Agency activities and projects with City staff and Agency consultants
- Compliance with Agency statutory reporting requirements

Commented [ARG1]: Update as necessary