

**RESOLUTION 2018 - 05**

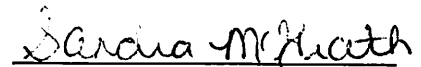
**A RESOLUTION APPROVING THE WRIGHT COUNTY – CITY OF EAGLE GROVE  
ECONOMIC DEVELOPMENT PROJECT TRANSITION AGREEMENT**

**WHEREAS**, the purpose of the Wright County – City of Eagle Grove Economic Development Project Transition Agreement is to establish a working mechanism between the two participating governmental entities; and,

**WHEREAS**, the City Council for the City of Eagle Grove wishes to assist Wright County by allowing its City Administrator to administer Economic Development services for Wright County during the Transition Period; and,

**WHEREAS**, the City Council for the City of Eagle Grove will allow its City Administrator full discretion in defining the hours allocated to Wright County for Economic Development services throughout the work week provided that those Economic Development services do not drastically interfere with the operations of the City of Eagle Grove; and,

**NOW, THEREFORE**, the City Council of the City of Eagle Grove hereby allows the Mayor and the Mayor Pro-Tem to execute this Resolution 2018-05 and the authority to execute and sign the Wright County – City of Eagle Grove Economic Development Project Transition Agreement for the City of Eagle Grove on this 22<sup>nd</sup> day of January, 2018.



Sandra McGrath

Mayor

ATTEST:



Araceli Day  
Deputy Clerk

**WRIGHT COUNTY – EAGLE GROVE ECONOMIC  
DEVELOPMENT PROJECT TRANSITION AGREEMENT**

This Agreement is made and entered into this 15<sup>th</sup> day of February, 2018, by and between Wright County, Iowa (hereinafter referred to as Wright County), the City of Eagle Grove, Iowa (hereinafter referred to as Eagle Grove), and Bryce Davis. This Agreement shall be known as the Wright County – Eagle Grove Economic Development Project Transition Agreement, and each governmental entity shall adopt resolutions approving this Agreement. This Agreement does not contemplate and shall not be construed to limit or expand the powers of the participating entities, except as expressly stated in the Agreement.

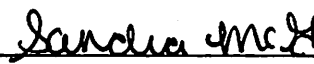
The purpose of this Agreement is to establish a working mechanism between the two participating governmental entities and Bryce Davis, so that the entities may jointly utilize the services of Bryce Davis during Wright County's transition period (hereinafter referred to as the transition period) of January 2, 2018 to June 30, 2018. Pursuant to said purpose, it is agreed as follows:

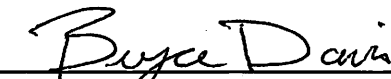
1. During the transition period, any economic development projects currently being administered by Wright County Economic Development (hereinafter referred to as WCED) that are within the city limits of a city shall be handed over to the current city administrators and/or clerks for each city. Project managers shall be notified by WCED of the change in their point-of-contact.
2. Bryce Davis shall provide off-site economic development services to Wright County, for a maximum period of six (6) months, to assist in the following projects with a Board of Supervisors representative as the point of contact:
  - a. Wright County Industrial Park
  - b. NetZro, LLC
  - c. NuOrganics, LLC, dba ReNewtrient I, LLC
  - d. 2016 Wright County Agribusiness Area
3. If a conflict develops between Bryce Davis's duty to serve the interests of Wright County and Bryce Davis's duty to serve the interests of the City, then Bryce Davis shall notify Wright County and the City of such conflict of interest, and Bryce Davis shall serve only the City's interest for the matter in which the conflict arose.
4. On March 1, 2018, Wright County shall submit a one-time secure payment for said services in the amount of \$10,000, payable directly to Eagle Grove. Eagle Grove shall provide benefits to Bryce Davis, including but not limited to IPERS and health insurance, based upon their current employee policy. Bryce Davis shall submit mileage and claims reimbursement forms to Wright County Economic Development for additional allowable expenses incurred while in the service of Wright County.

5. During this transition period, Bryce Davis shall have access the [bdavis@co.wright.ia.us](mailto:bdavis@co.wright.ia.us) email account via Marketing Specialist. At the request of Board of Supervisors, Bryce Davis shall assist with the interview process of economic development director candidates. If a new economic development director is hired during this transition period, Bryce Davis, upon request of the Board of Supervisors, shall provide assistance to the new director until the agreement expires or unless the Agreement is otherwise terminated in writing by agreement of the parties.
6. Wright County agrees to indemnify and hold the City harmless from any and all damages, claims, costs, or liability whatsoever, including attorney fees, witness fees, and court costs, arising from work performed by Bryce Davis for Wright County under this Agreement as a City Employee.
7. This Agreement does not create a partnership or joint venture of any kind between Wright County and the City.
8. This Agreement may be amended at any time by agreement of Wright County, Eagle Grove, and Bryce Davis.
9. This Agreement may be terminated unilaterally by the City at any time prior to its expiration on June 30, 2018 by providing written notice thereof to the Wright County Auditor. If so terminated, the City shall reimburse Wright County a prorated amount based upon the remaining term of the Agreement. For example, if the City terminates the Agreement in May 2018, then it must reimburse Wright County 1/6 of \$10,000.00 (\$1,666.67).
10. This Agreement shall supersede all provisions of previous arrangements and any such agreements presently existing shall become null and void unless otherwise referenced herein.

Dated this 15 day of Feb, 2018.

  
Karl Helgevold, Chair  
Wright County Board of Supervisors

  
Sandra McGrath, Mayor  
City of Eagle Grove, Iowa

  
Bryce Davis