

**JOINT POWERS AGREEMENT
BETWEEN THE**

**STAR SEWER AND WATER DISTRICT
AND THE
CITY OF STAR, IDAHO**

I. INTRODUCTION

This Joint Powers Agreement (“JPA”) is between the Star Sewer and Water District (DISTRICT) and the City of Star (CITY); jointly referred to as the “Parties.”

II. PURPOSE

The purpose of this JPA is to establish an agreement between the parties of the compensation and management of a District and City Engineer to serve as an employee of both entities.

III. AUTHORITIES

The authorities for the Parties to enter into this agreement include, but are not limited to, the following:

1. Idaho Code Title 67- Joint Action By Public Agencies, Chapter 23 Miscellaneous Provisions, Section 67-2326
2. Idaho Code Title 42 – Irrigation and Drainage, Chapter 32 Water and Sewer Districts, Section 42-3212
3. Idaho Code Title 50 - Municipal Corporations, Chapter 3 Powers, Section 50-301.
4. Nothing in this JPA alters or supersedes the authorities and responsibilities of any of the Parties on any matter under their respective jurisdictions.

IV. ROLES AND RESPONSIBILITIES

A. The DISTRICT roles and responsibilities include:

1. Retain Ryan Morgan (“EMPLOYEE”) to act as District Engineer. The total salary for EMPLOYEE is One Hundred Twenty-Five Thousand Dollars (\$125,000). DISTRICT is responsible for compensating EMPLOYEE for full amount of the salary.
2. Provide health insurance benefits, participation in the DISTRICT’s PERSI program, and other employee related benefits provided by DISTRICT.
3. Provide an annual statement to CITY regarding the cost of benefits and other related employee expenses.

B. The CITY’s roles and responsibilities include:

1. Retain Ryan Morgan (“EMPLOYEE”) to act as CITY Engineer. The total salary for EMPLOYEE is One Hundred Twenty-Five Thousand Dollars (\$125,000). CITY is responsible for reimbursing DISTRICT for half of the salary for annual sum of Sixty-Two Thousand Five Hundred Dollars (\$62,500).
2. Upon receipt of annual statement from DISTRICT, the CITY shall reimburse DISTRICT for half of all employee related expenses incurred by DISTRICT for EMPLOYEE.

3. The first statement from DISTRICT will be prorated in appropriate amounts determined by the DISTRICT for months of employment beginning from employees start date with DISTRICT.

V. COMPLIANCE WITH APPLICABLE LAWS; SEVERABILITY

This JPA is subject to all applicable State and Federal laws, regulations and rules, whether now in force or hereafter enacted or promulgated. Nothing in this JPA shall be construed as in any way impairing the general powers of the Parties under such applicable laws, regulations, and rules. If any term or provision of this JPA is held to be invalid or illegal, such term or provision shall not affect the validity or enforceability of the remaining terms and provisions. Meeting the terms of this JPA shall not excuse any failure to comply with all applicable laws and regulations, whether or not these laws and regulations are specifically listed herein.

VI. TERM, AMENDMENTS, AND TERMINATION

- A. Term of JPA. This JPA is becomes effective upon the date last signed and executed by the duly authorized representative of the Parties to this JPA.
- B. Amendments:
 1. The Parties may request changes to this JPA, which shall be effective only upon the written agreement of all Parties.
 2. Any changes, modification, revisions, or amendments to this JPA shall be incorporated by written instrument, executed and signed by all Parties, and will be effective in accordance with the terms and conditions contained herein.
- C. Termination. This JPA may be unilaterally terminated at any time by either one of its parties, following at least 30 days written notice to the other participants.

VII. Signatures

- A. All signatories have the appropriate delegation of authority to sign this JPA.
- B. The Parties hereto have executed this JPA on the dates shown below.

For the DISTRICT:

By: _____
Signature Date

Title

For the CITY:

By: _____
Signature Date

Title

Attest: _____
City Clerk