

**EAST CENTRAL INTERGOVERNMENTAL ASSOCIATION
(ECIA) COUNCIL MEMBER CONFIDENTIALITY
AGREEMENT**

I, as a member of the ECIA Council, hereby attest, acknowledge, and understand the importance of confidentiality and protecting such information that I may have access to in accordance with my duties as a member of the ECIA Council. I agree to keep confidential, during my service, and for five (5) years thereafter, all confidential information (as hereinafter defined) and agree not to release or disclose said information, unless required to as a part of my legal duty and obligations to a comparable governmental unit, agency, by court order, or pursuant to a proper ECIA open records request. However, prior to any disclosure, prompt written notice shall be provided to the ECIA Council Chairperson, and the ECIA Executive Committee, of the request. Further I agree to promptly notify the ECIA Council Chairperson, and the ECIA Executive Committee, if I become aware of the disclosure of any Confidential Information.

Confidential information includes, but is not limited to:

1. Any documents defined as a confidential record pursuant to Iowa Code 22.7, and as amended. A copy of this referenced Code Section is attached hereto as Exhibit A.
2. Human resource information, including salaries, evaluation data, grievances or performance reviews for all ECIA employees.
3. Any and all information received during, or related to, a Closed Session held pursuant to Iowa Code 21.5, and as amended. A copy of this referenced Code Section is attached hereto as Exhibit B.
4. Issues related to ECIA Council's ethical and regulatory responsibility for the oversight of its programs.
5. Those other specific categories identified by the ECIA Executive Director, or other council members, which should be held in confidence.

Confidential Information does not include information for which disclosure is required by law, an authorized governmental body, by court order, or which is defined as a Public Record under Iowa Code Chapter 22 Examination of Public Records (Open Records) and is sought pursuant

a proper ECIA open records request. However, prior to any disclosure, prompt written notice shall be provided to the ECIA Council Chairperson, and the ECIA Executive Committee, of the request. All disclosures shall be made through the proper ECIA open records process.

If I am in doubt about whether or not Information is confidential, I am to treat it as confidential until directed otherwise by the ECIA Council Chairperson, and the ECIA Executive Committee, after review by ECIA legal counsel.

I acknowledge and understand that the materials, financial data and processes of ECIA are the property of ECIA and must not be disclosed to third parties without authorization from the ECIA Council Chairperson, and the ECIA Executive Committee, and through the ECIA open records request process. However, prior to any disclosure, prompt written notice shall be provided to the ECIA Council Chairperson, and the ECIA Executive Committee, of the request.

I further understand that ECIA wishes to ensure that information provided to the media and other outside news organizations is relayed accurately and in a timely fashion and further understand that the ECIA Executive Director is the official spokesperson for all matters pertaining to ECIA. If I as a member am unclear about the details of such policies, I should consult with the ECIA Council Chairperson, and the ECIA Executive Committee, or ECIA Executive Director. I understand that individual council members are not authorized to speak to the media or the public on behalf of the ECIA Council, unless first authorized by the ECIA Council Chairperson, and the ECIA Executive Committee, to do so. Further, I understand that ECIA Council members should clearly differentiate between their personal opinions and official policies and positions of ECIA and have a responsibility to accurately portray ECIA's official policies. I further acknowledge not to make any copies of any Confidential Information or electronically transfer said Confidential Information, except as authorized by the ECIA Council Chairperson, and the ECIA Executive Committee. Any council member participating in a disclosure or transfer of information without authorization may be subject to corrective and/or legal action, including but not limited to entry of a temporary and/or permanent injunctive relief, without bond.

It is the ECIA Executive Committee's responsibility to address infractions of this Confidentiality Agreement by individual council members and to take the appropriate action for remedying any infraction.

No act, failure or delay by any party hereto shall constitute a waiver of any of its rights and remedies. No waiver by any party shall affect its right to require strict performance of this Agreement, except to the matter waived.

If any provision of this Agreement is found to be unenforceable, the remaining provisions shall remain in full force and effect. This agreement shall be governed by the laws of the State of Iowa.

Signature

I have read and understand the ECIA Council Confidentiality Agreement. I understand that an infraction of the Confidentiality policy will lead to being asked to resign from the ECIA Council or be otherwise sanctioned by the ECIA Council.

ECIA Council Member Name (printed)_____

ECIA Council Member Name (signature)_____

Date_____

**EAST CENTRAL INTERGOVERNMENTAL ASSOCIATION (ECIA)
COUNCIL MEMBER CONFLICT OF INTEREST POLICY**

I, as a member of the ECIA Council, understand that I may not participate in council work that could result in a conflict of interest. I understand as a member of the ECIA Council I am prohibited from receiving gifts, fees, loans, or favors from suppliers, contractors, consultants, or financial agencies which would obligate or induce me to compromise my responsibilities in negotiating, inspecting, auditing, awarding contracts, or purchasing services. Further, I understand I may not have a financial interest in any property which ECIA purchases or have a direct or indirect interest in the supplier, contractor, consultant or other entity in which ECIA does business.

I understand that if I have a potential conflict of interest, I should not vote or use my personal influence on any matter before the Council and I should disclose said possible conflict of interest to the Council and ask that the minutes of the meeting should reflect that a disclosure was made and I abstained from voting or participating in further discussion of the matter. These restrictions should not be construed as preventing myself from stating my position on any matter after full disclosure of any potential conflict of interest, should I be requested to give said position by the Executive Director or other members of the Council.

Should any terms of this Conflict of Interest Agreement be violated, I understand that I could be required to resign, or be otherwise sanctioned by the ECIA Council. I further understand it is the ECIA Council Chairperson's responsibility to address infractions of the conflict of interest policy and engage in an appropriate remedy for any matter. The laws of the State of Iowa shall govern this agreement.

Signature

I have read and understand the ECIA Council Conflict of Interest Policy Agreement. I understand that an infraction of the policy will lead to being asked to resign from the ECIA Council.

ECIA Council Member Name (printed)

ECIA Council Member Name (signature)

Date: _____ (rev. July 2024)