

ORIGINAL

AGREEMENT TO AMEND THE ORIGINAL MEMORANDUM OF AGREEMENT FOR COST SHARING OF ENGINEERING SERVICES

This Agreement to Amend and Extend the Memorandum of Agreement for Cost Sharing of Engineering Services ("Agreement") is made this 6th day of August, 2019 ("Effective Date"), by and between the City of Eagle, a municipal corporation organized under the laws of the State of Idaho ("City"), the Eagle Urban Renewal Agency, an urban renewal agency organized under the laws of the State of Idaho ("EURA"), the Eagle Fire Protection District, a governmental entity organized under the laws of the State of Idaho, Pacific West Communities, Inc., an Idaho corporation and Eagle 26, LLC, an Idaho limited liability company. The above noted individuals and entities may individually be referred to as "Party" and collectively be referred to as "Parties".

WHEREAS, the Parties entered into a Memorandum of Agreement for Cost Sharing of Engineering Services dated March 25, 2016 ("MOA");

WHEREAS, the EURA, in cooperation with the other Parties hereto, entered into a Professional Services Agreement ("PSA") with RiveRidge Engineering ("Engineer") to perform the desired engineering services and also determined a more specific amount regarding the cost of performing the scope of services;

WHEREAS, after previously extending the term of the MOA, the Parties, on June 18, 2019 agreed to extend the MOA for an additional year to allow for the completion of the design drawings, agency coordination and construction cost estimates;

WHEREAS, RiveRidge Engineering desires to revise the terms of the MOA to include the increased cost for services and additional incurred expenses;

NOW THEREFORE, for mutual consideration, the receipt, value and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The term of the MOA described in Section I.A and Exhibit A – Scope of Work thereof shall be amended from a cost to perform the engineering services of a lump sum of thirty-five thousand dollars (\$35,000) plus three thousand dollars (\$3,000) for storm drainage, to add an additional three thousand six hundred seventy-five dollars (\$3,675) for the final alignment and cross sections for Palmetto Drive, an additional five hundred seventeen dollars and fifty cents (\$517.50) for coordination of pressurized irrigation, an additional two thousand dollars (\$2,000) for the reiteration of effort with the existing utility and irrigation entities brought about by the extensive delays, and for an additional 52 hours for completion of the design in an amount of five thousand forty dollars (\$5,040).

The compensation for personnel shall be amended to reflect the increased cost for services from this date moving forward of:

Principal Engineer	\$160.00/hour
Project Engineer	\$110.00/hour
Design Technician	\$80.00/hour


The total additional costs are \$11,232.50.

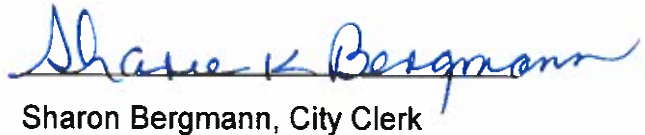
2. The term of the MOA described in Section III.A thereof shall be amended and replaced with the following: "This Agreement begins immediately upon execution and shall remain in effect through June 18, 2020 , or until the engineering services are completed and final payment is made by each of the Parties, whichever occurs first.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on this 6th day of August 2019.

CITY OF EAGLE:

Attest:

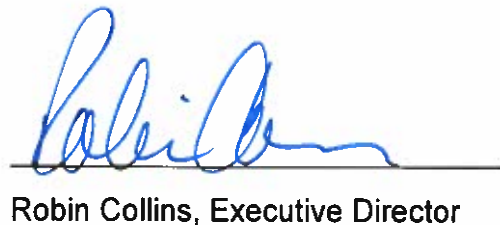

Stan Ridgeway, Mayor


Sharon Bergmann, City Clerk

EAGLE URBAN RENEWAL AGENCY:

Attest:



Janet Buschert, Chair


Robin Collins, Executive Director

EAGLE FIRE PROTECTION

DISTRICT:

Attest:



Josh Tanner, Chairman




Gary Stillwell, Commissioner



Brad Pike Sr., Commissioner

PACIFIC WEST COMMUNITIES, INC.



Caleb Roope, President/CEO

EAGLE 26, LLC:



Barry Marcus, Managing Member



Greg McVay, Managing Member