

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF EAGLE AND THE EAGLE URBAN RENEWAL AGENCY**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is effective on the date last executed below by and between the City of Eagle, an Idaho municipal corporation (“City”) and the Eagle Urban Renewal Agency, an independent public body corporate and politic of the State of Idaho (“Agency”).

RECITALS

A. City is a duly organized and existing municipal corporation of the State of Idaho, and is authorized to enter into this MOU pursuant to Idaho Code §§50-301 and 50-2015.

B. Agency is an independent public body corporate and politic, organized and existing pursuant to Idaho Code §50-2001 *et seq.* (the “Idaho Urban Renewal Law”).

C. Agency has engaged in, and will be engaging in, planning, redevelopment and related activities pursuant to its powers under the Idaho Urban Renewal Law.

D. City has experience in the provision of administrative services for local governments and desires, pursuant to Idaho Code §50-2015, to assist Agency in the planning and carrying out of urban renewal plans and projects by providing certain administrative services necessary and proper for carrying out the Agency’s functions.

E. Pursuant to Idaho Code §§50-2007(f) and 50-2015, City and Agency are authorized and empowered to enter into such contracts as may be necessary to carry out the purposes of the Idaho Urban Renewal Law, including contracts for the furnishing of administrative services by City to Agency.

F. City and Agency desire to enter into this MOU, on the terms set forth herein.

NOW, THEREFORE, it is understood between City and Agency as follows:

1. **Term and Termination.** The term of this MOU shall begin on June ____, 2015 and run through September 30, 2015 unless earlier terminated as provided herein. On October 1 of 2015 this MOU will automatically renew for a successive one year term unless either party provides written notice to the other prior to October 1 of the particular year that they do not desire to renew this MOU. On October 1 of each subsequent year, if this MOU is not otherwise terminated or no notice of non-renewal has been provided, this CONTRACT will automatically be renewed for successive one year terms through September 30, 2020. These automatic renewal provisions notwithstanding, this MOU may be otherwise terminated in accordance with its terms.

2. **Duties of City.** City shall provide the following services for Agency:

2.1 ***Administrative Services.*** City shall provide administrative services to Agency to undertake urban renewal activity as may be set forth in adopted urban renewal plans, including, but not limited to: (a) staff support for public meetings and set-up and monitoring of audio-visual (Granicus) systems; (b) set-up of Agency emails and related information technology services, including hosting of Agency emails on City servers; (c) staff support related to Agency's public records, including responses to requests under the Idaho Public Records Law; and (d) training conducted by City staff for Agency staff related to Granicus or other systems or procedures. City shall provide such services in compliance with the laws of the State of Idaho and in accordance with any adopted urban renewal plans and this MOU.

2.2 ***Tri-City Meats Property Maintenance Services.*** City shall provide the following services related to the Tri-City Meats Property currently under lease by the Agency: (a) landscape and parking surface maintenance, excluding weed control; (b) provide and maintain trash containers; and (c) other maintenance and/or management duties as may be required by Agency under its lease agreement. Provided, however, that City's obligations under this subsection shall continue only during the term of Agency's lease. Agency agrees to notify City of the termination of the lease within three (3) business days of any such termination.

2.3 ***Maintenance Services for ACHD Right-of-Way Adjacent to Goldman Property.*** City shall provide landscape maintenance services for the Ada County Highway District (ACHD) right-of-way adjacent to the Goldman Property located at the corner of State Street and Eagle Road, pursuant to Agency's agreement with the Downtown Beautification Committee. Provided, however, that City's obligations under this subsection shall continue only during the term of the Agency's agreement with the Downtown Beautification Committee. Agency agrees to notify City of the termination of the agreement within three (3) business days of any such termination.

3. **Duties of Agency.** Agency agrees to allow City to use the parking lot at the Tri-City Meats Property for community events, provided that City notifies Agency at least fifteen (15) days prior to such use. The availability, timeframe and scope of said use by the City rests within the discretion of the Agency.

4. **Consideration.** Agency shall reimburse City for costs incurred by City pursuant to this MOU. On the last day of each month of this MOU, City shall provide Agency a statement of expenditures made by City pursuant to this MOU. Payment shall be made by Agency within fifteen (15) days of receipt of the invoice from City.

4.1 ***Administrative Support.*** Agency shall reimburse City for all reasonable costs incurred by City in providing administrative services pursuant to section 2.1 of this MOU, including but not limited to: staff time, copies, postage, fees or costs related to City's hardware, servers or audio-visual systems directly attributable to Agency. Reimbursement for staff time, including training time, shall be at the hourly rate of the staff person providing the service plus an overhead fee of thirty percent (30%), with a minimum billable increment of fifteen (15)

minutes. Postage shall be billed at the actual costs to the City. Copies are billed at \$.10 per page b/w and \$.25 per page for color copies.

4.2 ***Tri-City Meats Property Maintenance Services.*** Agency shall reimburse City for all reasonable costs incurred by City in providing the services pursuant to section 2.2 of this MOU, including but not limited to: staff time, fees or costs related to City's equipment and vehicles, costs of trash containers, etc., and any services performed by contractors of the City. Reimbursement for staff time shall be at the hourly rate of the staff person providing the service, plus an overhead fee of thirty percent (30%) with a minimum billable increment of fifteen (15) minutes. Reimbursement for services performed by City contractors shall be at the rate charged to the City by said contractor(s).

4.3 ***Maintenance Services for ACHD Right-of-Way Adjacent to Goldman Property.*** Agency shall reimburse City for all reasonable costs incurred by City in providing services pursuant to section 2.3 of this MOU, including services performed by Summer Lawns pursuant to its contract with City. Reimbursement for staff time shall be at the hourly rate of the staff person providing the service, plus an overhead fee of thirty (30%) with a minimum billable increment of fifteen (15) minutes. Reimbursement for services performed by City contractors shall be at the rate charged to the City by said contractor(s).

5. **Insurance.** City shall provide workers compensation coverage for subject employees providing service under this MOU, and shall maintain in force general liability insurance in amounts not less than the tort claim limitations of the Idaho Tort Claims Act.

6. **Indemnification.** City agrees to hold the Agency harmless from all claims, suits or actions of whatever nature that arise out of or result from negligent or intentional acts of City's officials, employees, and agents relating to City's use of the Tri-City Meats Property as described in paragraph 3 of this MOU.

7. **Waiver.** No provision of this MOU may be waived except in writing by the party waiving compliance. No waiver of any provision of this MOU shall constitute waiver of any other provision, whether similar or not, nor shall any one waiver constitute a continuing waiver. Failure to enforce any provision of this MOU shall not operate as a waiver of such provision or any other provision.

8. **Modification.** This MOU may not be altered, modified, supplemented, or amended in any manner whatsoever except by mutual agreement of the parties in writing. Any such alteration, modification, supplementation, or amendment, if made, shall be effective only in the specific instance and for the specific purpose given, and shall be valid and binding only if signed by the parties.

9. **Severability.** The parties agree that if any term or provision of this MOU is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the

parties shall be construed and enforced as if the MOU did not contain the particular term or provision to be held invalid.

10. **Entire Agreement.** This MOU sets forth the entire understanding between the parties with respect to the subject matter hereof, and supersedes any and all prior understandings and agreements, whether written or oral, between the parties with respect to such subject matter.

11. **Authority to Execute.** The parties represent and warrant that they are authorized to execute this MOU on behalf of the parties indicated below.

CITY OF EAGLE

EAGLE URBAN RENEWAL AGENCY

By: James D. Reynolds
James D. Reynolds, Mayor

By: Jeff Kunz
Jeff Kunz, Chairman

Date: 6-23-15

Date: 7/7/15

ATTEST:

ATTEST:

Sharon K. Bergmann
Sharon K. Bergmann
City Clerk/Treasurer



Lindsey Pretty Weasel
Lindsey Pretty Weasel
Secretary/Treasurer