

**AGREEMENT TO AMEND THE 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 12th day of ~~September~~^{October}, 2016 ("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 the Notice to Proceed was issued by the EURA under the PSA, the Parties learned that additional information was needed before Engineer could continue with the majority of the scope of work;

WHEREAS, the Parties desire to revise the term of the MOA so that additional time may be granted to the Engineer to complete the scope of work under the PSA;

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

1. The estimated cost to be shared by the Parties hereto as noted in Section I.A is hereby modified to further clarify the amount to be a lump sum of thirty-five thousand dollars (\$35,000.00) if the storm water discharge is available via infiltration. If the storm water discharge is not available via infiltration, then an additional fee on top of the above lump sum in an amount not to exceed three thousand dollars (\$3000.00) will be paid to the engineer in accordance with the hourly rates specified in the PSA.
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 March 31, 2017, or until the engineering services are completed and final payment is made by each of the Parties, whichever occurs first. Should the engineering services not be completed and final payment by each of the Parties not have been made by March 31, 2017, then this agreement will automatically be extended for an additional ninety (90) days or until the engineering services are completed and final payment is made by each of the Parties, whichever occurs first."
3. All other terms of the Agreement remain the same and in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on this 12th day of ~~September~~^{October}, 2016.

EAGLE URBAN RENEWAL AGENCY:

Attest:



By: Jeff Kunz, Chairman


Lindsey Pretty Weasel, Secretary

CITY OF EAGLE:

Attest:


Stan Ridgeway, Mayor



Sharon Bergmann, City Clerk



EAGLE FIRE PROTECTION DISTRICT:

Attest:


Mike Winkle, Fire Chief


Angi McBride, Administrative Manager

PACIFIC WEST COMMUNITIES, INC.:


Caleb Roope, President/CEO



EAGLE 26, LLC:

Barry Marcus, Managing Member

Greg McVay, Managing Member

EAGLE URBAN RENEWAL AGENCY:

Attest:

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