

**MEMORANDUM OF AGREEMENT
FOR COOPERATION AND COST SHARING WITH THE CITY OF EAGLE FOR
PREPARATION OF THE ECONOMIC DEVELOPMENT PLAN, PUBLIC OUTREACH
AND PRINTING PORTIONS OF THE EAGLE COMPREHENSIVE PLAN**

This MEMORANDUM OF AGREEMENT FOR COOPERATION AND COST SHARING ("Agreement") is made this 2nd day of March, 2016 ("Effective Date"), by and between the City of Eagle, a municipal corporation organized under the laws of the State of Idaho ("City"), and the Eagle Urban Renewal District, an urban renewal agency organized under the laws of the State of Idaho ("EURA").

WHEREAS, EURA and the City desire to cooperate and work together regarding future growth and development in the Urban Renewal District and the City of Eagle;

WHEREAS, EURA and the City would both benefit from the completion of a new comprehensive plan for the City and have a better understanding of the desires of the community regarding growth and development in the Urban Renewal Area and the City, which in turn would assist each entity to better implement their respective goals and objectives;

WHEREAS, City will be conducting a comprehensive planning process and has requested that the EURA share some of the costs attributable to the development of the economic development portion of the plan, the public outreach efforts and the printing costs;

WHEREAS, EURA is willing to contribute funds in an amount not to exceed \$33,000.00 for the above noted portions of the City of Eagle Comprehensive Plan ("Comp Plan") since the information gathered and the final planning document will help the EURA meet the goals and objectives contained in its Urban Renewal Plan, including without limitation, removal of blight, promoting economic development, strengthening the economic base, installation of needed public improvements and infrastructure, strengthening the tax base, creating public and open spaces, construction of major street corridors and redevelopment of the downtown area.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, and in consideration of the mutual promises and covenants herein contained, the Parties agree as follows:

I. CITY'S RESPONSIBILITIES.

- A. Preparation of Comprehensive Plan.** City will select, engage and compensate the consultants used to prepare and complete the necessary public outreach, for the Economic Development portion and the printing of the Comp Plan. EURA will have one voting member on the panel or committee that reviews proposals from interested consultants and makes recommendations to the City Council as to which consultant to hire to develop the Comp Plan. The EURA will also be allowed to participate in the process of development of the questions to be used in the public outreach process and on any on-going committee

that may oversee the overall planning effort. City will share any reports, information, public outreach results and drafts of the economic development portions of the Comp Plan as they are provided to the City so that the EURA may also review and prepare comments. The EURA will forward its comments to the City and the consultants for consideration in the comprehensive planning process.

B. Scope of Reimbursable Costs. The scope of work and estimated timeline pertaining to the development of the Comp Plan is attached hereto as Exhibit A and incorporated by reference herein. The portions the planning effort for which EURA may reimburse expenses by the City are as follows:

1. Economic Development Plan
2. Committee/Public Participation
 - Open House/ Postcard Mailing to all 83616 addresses
 - On-line Survey
 - Community Engagement
3. Public Outreach/Participation
 - Postcard Mailing to 83616
 - Newspaper Advertisements
 - Community Open House and Outreach
 - On-line public comment
4. Printing and Publication

EURA will only reimburse the City for the pro-rata share of the Postcard Mailing to addresses within the EURA's district boundaries, not to all 83616 addresses.

C. Deliverables. Upon completion of the Community/Public Participation and the Public Outreach/Participation and receipt of the report of the results and information and data pertaining to said work, City shall provide EURA with a paper and electronic copy of the results and corresponding information, data and analysis. Upon completion of the Economic Development portion of the Comp Plan, if completed separately, the City shall provide EURA with a paper and electronic copy of said portion. Upon completion of the entire Comp Plan, the City will deliver three paper copies and an electronic copy of the entire Comp Plan to the EURA.

D. Reimbursement; Invoice to EURA. City will complete the above noted planning activities and pay the consultants upon satisfactory completion of the scope of work for completing the Comp Plan. City will submit an invoice to EURA in the amount of permissible expenses for which the City is seeking reimbursement. The maximum amount of reimbursable expenses to be paid by EURA shall not exceed thirty three thousand dollars (\$33,000.00).

II. EURA'S RESPONSIBILITIES.

- A. Payment.** Within forty five (45) days of receipt of the City's invoice, EURA shall provide payment to City in the amount noted on the invoice for permissible reimbursable expenses. City shall attach proof of satisfactory completion of the work by the consultants and payment by the City. The total amount of reimbursable expenses for any and all aspects of the City Comp Plan work that may be reimbursed by the EURA shall not exceed thirty three thousand dollars (\$33,000.00).
- B. Appropriation.** Notwithstanding anything in this Agreement to the contrary, EURA's obligations under this Agreement to provide payment to City as described herein shall be subject to and dependent upon appropriations being made by the EURA Board for such purpose.

III. GENERAL TERMS.

- A. Term.** This Agreement begins immediately upon execution and shall remain in effect through September 30, 2016. Unless earlier terminated, on October 1, 2016, this Agreement shall automatically renew for an additional one year period to September 30, 2017.
- B. Notice.** Notice required to be provided by either of the parties under this Agreement shall be in writing and be deemed communicated when mailed by United States Mail, addressed as follows:

City of Eagle:

Bill Vaughan
Zoning Administrator
P.O. Box 1520
Eagle, ID 83616

EURA:

Todd Lakey
EURA General Counsel
141 E. Carlton Ave.
Meridian, ID 83642

Either party may change its address for the purpose of this paragraph by giving formal notice of such change to the other in the manner herein provided.

- C. Entire agreement; modification.** This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations, and discussions, whether verbal or written, of the parties pertaining to that subject matter. The Agreement may not be changed, amended, or superseded unless by means of writing executed by both Parties hereto.
- D. Termination.** Either party may terminate this Agreement with or without cause and for any or no reason by providing thirty (30) days written notice. Any acceptable permissible

work completed prior to the date of termination and paid for by the City will be reimbursed by the EURA in accordance with the terms of this Agreement.

- E. **Hold harmless.** For purposes of or in furtherance of this Agreement, each party and each of its employees, agents, contractors, officials, officers, servants, guests, and/or invitees, shall save and hold harmless the other party from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses caused or incurred by either party or any employee, agent, contractor, official, officer, servant, guest, and/or invitee thereof.
- F. **Severability.** If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if any invalid or unenforceable provision were omitted.
- G. **Applicable Law.** The Agreement shall be governed by the laws of the State of Idaho and jurisdiction for any disputes arising hereunder shall be in the Fourth Judicial District, Ada County, State of Idaho.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this ____ day of March, 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

Exhibit A –Scope of Work and Estimated Schedule

DRAFT – Comprehensive Plan Update Scope of Work – DRAFT

Phase 1: (3 months)

Data and Population Updates:

- Staff will develop new build out, population and growth forecasts based on historic and COMPASS projections
 - City Council Review and comment
- Staff will coordinate with supporting agencies to collect and research existing (and timing of amendments to) master plan

Consultant Selection and Contracting

- Create RFP/RFQ documents for the Transportation and Economic Development Chapter
 - Coordinate planning options with ACHD, ITD and COMPASS
 - Coordinate Economic Development planning with Eagle Chamber & Council identified trade groups
- Complete consultant selection and contracting.
- Establish timeline/work schedule to ensure integration with the City processes.

Create Steering Committee

- Similar makeup of the Comprehensive Plan Review Committee
- Prepare a resolution for Council approval establishing the Committee and the roles and responsibilities.
- Recruit members for the committee
 - Use Newspaper ad, mailings, on-line fact sheets, community recommendations to establish the committee

Phase 2: (9 months)

Staff & Committee Review

- Initial workshop on Scope of work and Phase 1 & 2
- Staff amendments & Committee review of Chapters 1,2, 6, 7, 9, & 11
- Rural Sub-area draft - including public outreach
- Committee Review with agencies on integration of master plans (Chapter 4)
- Potential public outreach by Committee

Consultant Deliverables and Committee Integration

- Committee & Consultant Review of Economic Development and Transportation Plan
- Review of Chapters 10, 12 & 13 with deliverables and other updates based on final contract

Phase 3: (5 months)

Public Outreach

- Refine edits to drafts
- Present draft plan to City Committees, Commission & Boards
- Work with local papers and magazine to create a trivia/quick fact article series to promote the process
- Conduct Public outreach
 - Find alternatives to public open houses to engage the larger City Population
 - Goal: 2,400 participants (1% of City Population)
- Review comments and refine
- Publish Hearing Schedule

Phase 4: (3 months)

Development of Final Plan

- Seek final review from agencies and service providers
- Present plan for review and consideration to P&Z and City Council
- Establish action plan for implementation – Capital improvements to implement the plan separate from the actual plan.

Project Timeline: Approximately 18 months

DRAFT – Comprehensive Plan Update Scope of Work – DRAFT

Major Project Costs:

\$75,000

Note: This is a preliminary estimate and will be subject to the RFP and contract negotiation process. This estimate does not include staff, City Engineer or Attorney time. City staff time is estimated at 1.5 full time employees over the 18-month timeline.

Contract Consultants: (Phase 1 & 2)		\$ 50,000
Transportation & Circulation Plan:	See Draft Scope of Work	
Economic Development Plan:	See Draft Scope of Work	

Mapping/Technical Editing: (On-going)		\$5,000
Updating of all City Comprehensive Plan maps:	(\$4,000)	
Purchasing of data/aerial photography for base mapping:	(\$1,000)	

Public Participation: (On-going)		\$13,000
Long Term webpage presence on City website or a project specific webpage with link from City Site:	(TBD)	
Committee selection:		
• Notices in local media	(\$500/printing)	
Committee/Public Participation:		
• "Do you know" series in the local media	(negotiable)	
• Open House/Postcard mailing at all 83616 addresses	(~\$3,000)	
• On-line survey	(~\$800 for yearly contract)	
• Community Engagement	(\$2,000)	
Public Outreach/Participation:		
• Postcard mailing to 83616	(~\$3000)	
• Newspaper advertisements	(\$500/printing)	
• Community Open House and Outreach	(\$2,000)	
• On-line public comment	(see online survey)	
• Saturday Market/Trails Plan – Potential cooperative community outreach	TBD based on timing	

Public Hearing: (Phase 4)		\$3,500
Notices to local newspapers	(\$500)	
Postcard mailing to 83616	(~\$3000)	

Final Editing and Production: (Phase 3 & 4)		\$3,500
Technical Editing:	(\$2,500)	
Printing and Publication:	(\$1,000)	

Potential City/URA Cost Share Items

DRAFT – Comprehensive Plan Update Scope of Work – DRAFT

Draft Economic Development Plan Scope of Work
(For inclusion as Chapter 5 of the Eagle Comprehensive Plan)

Cost Estimate: \$ 20,000
Timeline for Completion: Fall 2016

Goal: To draft and adopt an updated and relevant Economic Development Chapter for inclusion in the City's Comprehensive Plan that will enable the City to connect with, recruit, and retain businesses and industries that complement the City of Eagle, its demographics, and quality of life.

The City will issue a Request for Proposals (RFP) for consultant help in reviewing existing/future conditions and drafting goals, objectives, and policies for inclusion in the Eagle Comprehensive Plan. The requirements for the final deliverable will include:

The consultant's proposal/timeline shall address how the consultant will:

- Cover a 20-year period (through 2037);
- Be connected and relate to the Land Use, Public Utilities/Facilities, Environmental, and Transportation elements of the plan;
- Establish a process for evaluation and update at least every 10 years; and
- Establish a timeline that accounts for review and comment by City Staff and the Comprehensive Plan Steering Committee (including public review during Phase 3 of the Comprehensive Plan Scope of Work) and integration of information into other chapters of the plan as needed.

The final deliverable shall include:

- a) Documentation and analysis of existing conditions and opportunities specific to the City of Eagle.
- b) A compilation of goals, policies, objectives, maps and programs to promote the stabilization, retention or expansion, of the economic base and quality employment opportunities in the local governmental unit, including an analysis of the labor force and economic base of the local governmental unit.
- c) The final product shall assess categories or particular types of new uses, businesses, and industries that may be desired and/or feasible for the City to pursue based on location, demographics and market, including directives on business attraction, retention, and expansion.
- d) The final product shall assess the local governmental unit's strengths and weaknesses with respect to attracting and retaining businesses and industries.
- e) The final product shall designate an adequate number of sites for such businesses and industries for inclusion into the Land Use Chapter of the comprehensive plan. Specifically addressing the role and uses that are most suitable for Downtown Eagle versus exterior locations.
- f) The final product shall also evaluate and promote the protection/use of environmentally sensitive/contaminated sites within the City.
- g) The final product shall also identify county, regional and state economic development programs that apply to the local governmental unit.
- h) The final product shall include tasks, measures and timelines for the implementation of the goals and objectives and define the roles, responsibilities, and resources within the organization for implementation.