

**MEMORANDUM OF AGREEMENT
TO SET ASIDE FUNDS TO SHARE IN COST OF PROJECT CONSTRUCTION**

This MEMORANDUM OF AGREEMENT (“Agreement”) is made this ___ day of February 2021 (“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”). Eura may also be referred to herein individually as “Party” and jointly as “Parties.”

WHEREAS, the EURA and the City previously cooperated regarding the funding of the design work for sidewalk and streetscape improvements along a portion of Eagle Road and State Street;

WHEREAS, the EURA and City desire to continue to cooperate and work together regarding the construction of sidewalk and streetscape improvements along portions of Eagle Road and State Street and the extension of Aikens Street;

WHEREAS, EURA and the City would both benefit from the construction of streetscape and sidewalk infrastructure along Eagle Road and along State Street and the extension of Aikens Street;

WHEREAS, construction of sidewalks and streetscape and road improvements within the EURA boundaries conforms with the goals and objectives of the EURA and its revitalization plan;

WHEREAS, the total estimated cost of the construction of sidewalk and streetscape improvements on Eagle Road between Plaza Drive and Idaho Street, and along State Street between Olde Park Place and 2nd Street is two million sixteen thousand dollars (\$2,016,000.00) and the Parties are willing to share that cost equally (50-50) in an amount not to exceed one million eight thousand dollars (\$1,008,000.00) each;

WHEREAS, the total estimated cost the extension of Aiken Street extension is eight hundred fifty eight thousand (\$858,000.00) but the City has already set aside four hundred and twelve thousand dollars (\$412,000.00) so the Parties desire to share the remaining portion equally (50-50) in an amount not to exceed two hundred twenty three thousand dollars (\$223,000.00) each;

WHEREAS, the City and the EURA accept and acknowledge that their mutual contributions to these projects are subject to and contingent upon annual appropriation by each governing body;

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. Annual Set Aside of Funds. The City agrees that it will seek to set aside funds annually to share in the cost of construction as follows:

Eagle and State Street Sidewalk and Streetscape Improvements

FY 2021 \$335,000.00

FY 2022 \$336,000.00

FY 2023 \$337,000.00

Aikens Street Extension

Maintain existing set aside of \$412,000.00

FY 2021 \$75,000.00

FY 2022 \$74,000.00

FY 2023 \$74,000.00

II. EURA'S RESPONSIBILITIES.

A. Annual Set Aside of Funds. The EURA agrees that it will seek to set aside funds annually to share in the cost of construction as follows:

Eagle and State Street Sidewalk and Streetscape Improvements

FY 2021 \$335,000.00

FY 2022 \$336,000.00

FY 2023 \$337,000.00

Aikens Street Extension

FY 2021 \$75,000.00

FY 2022 \$74,000.00

FY 2023 \$74,000.00

III. GENERAL TERMS.

A. Term. This Agreement begins immediately upon execution and shall remain in effect through September 30, 2023. Prior to any project noted herein going out to bid or proposal the Parties agree that they will review the estimated funding for the project and whether they have allocated and appropriated sufficient funds to cover the estimated costs. If the Parties have allocated sufficient funds, then they will enter into negotiation of an amendment to this Agreement regarding their respective roles and responsibilities in the projects and how funds are to be contributed to cover the costs of the projects.

- B. **Appropriation.** Notwithstanding anything in this Agreement to the contrary, the obligations of the Parties under this Agreement shall be subject to and dependent upon annual appropriations being made by both the EURA and the City. Such annual appropriations rest within the complete discretion of the EURA Board and Eagle City Council.
- C. **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.

- D. **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 recitals first noted above are incorporated into this agreement as if set forth fully herein.
- E. **Termination.** Either party may terminate this Agreement without cause and for any or no reason by providing thirty (30) days written notice to the other Party.
- F. **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.
- G. **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.
- H. **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 February 2021.

EAGLE URBAN RENEWAL AGENCY:

Attest:

By: Janet Buschert, Chairman

Ashley Squyres
Executive Director/Secretary

CITY OF EAGLE:

Attest:

Jason Pierce, Mayor

City Clerk