

**MEMORANDUM OF AGREEMENT
FOR COST SHARING WITH THE CITY OF EAGLE FOR CONSTRUCTION OF
NORTH PALMETTO DRIVE EXTENSION**

This MEMORANDUM OF AGREEMENT FOR COOPERATION AND COST SHARING (“Agreement”) is made this 19 day of December, 2019 (“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 previously cooperated regarding the funding of the design work for the N. Palmetto Drive extension;

WHEREAS, the EURA and the City desire to cooperate and work together regarding the construction of N. Palmetto Drive extension (See Attached Exhibit B for general depiction of the road extension);

WHEREAS, EURA and the City would both benefit from the construction of N. Palmetto Dr. extension between State Highway 44 and E. Plaza Dr. due to better connectivity transportation and enhanced public safety via lower response times;

WHEREAS, the City will pay for the costs of construction within the ITD right of way and the EURA desires to share the cost of the construction of the remainder of the road such that the total cost is shared equally;

WHEREAS, the total estimated cost of the construction of the portion of the N. Palmetto Drive extension located in the ITD right of way is \$474,227 and the total estimated cost of the construction for the remainder of N. Palmetto Drive is \$510,370 for total estimated cost of \$984,597 (See Attached Exhibit B).

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. Procurement and Contract Management. The City will be responsible for bidding and completing the construction work. City will prepare the necessary bid package and corresponding documents (incorporating the design documents from RiveRidge Engineering) needed to request bids for the construction of N. Palmetto Drive extension between State Highway 44 and E. Plaza Drive. The City is responsible to complete the necessary steps to complete the procurement process for said construction. The City will enter into the contract with the selected bidder, if any. City will be responsible for the management and oversight of the contractor and the successful final completion of any contract. The City will allow the EURA to review the received bids and provide input

into the selection process prior to the final selection being made, if any. The City will make the final decision on which person or entity receives the contract for construction. Upon final completion of the construction of the N. Palmetto Drive extension the City will submit a request for reimbursement to the EURA for its share of the actual construction costs in an amount not to exceed four hundred ninety two thousand two hundred ninety eight dollars (\$492,298.00). The City will only request reimbursement for those costs of construction associated with the portion of the road located outside the ITD right of way and inside the EURA district. The request for reimbursement will include all documentation showing that construction costs are associated with the portion of the road located within the EURA district and that N. Palmetto Drive is approved as being finally complete and accepted by ACHD and other applicable agencies. City will share any contract documents, designs, renderings, reports, requests, communications, change orders and other information with the EURA Executive Director as they are provided to the City.

II. EURA'S RESPONSIBILITIES.

- A. Reimbursement Payment.** Within forty-five (45) days of receipt of the City's request for reimbursement including the necessary supporting documentation, EURA shall provide payment to City in the amount noted on the invoice which shall not exceed four hundred ninety two thousand two hundred ninety eight dollars (\$492,298.00).
- 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.
- C. LAND.** The EURA consents to the construction over and on the real property owned by EURA as needed for the construction of the N. Palmetto Drive extension. The Parties agree that EURA will donate and dedicate those portions of its property needed for the right of way for the N. Palmetto Drive extension to the Ada County Highway District ("ACHD") at the appropriate time so the road can be a dedicated public road under the jurisdiction of ACHD.

III. GENERAL TERMS.

- A. Term.** This Agreement begins immediately upon execution and shall remain in effect through December 30, 2021 or until the construction work for the N. Palmetto Drive extension is completed and the EURA pays its share of the costs as described herein, whichever occurs first. The Parties agree that the term of this agreement may be mutually extended if the parties agree it is necessary to complete the construction work.
- 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:

EURA:

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

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

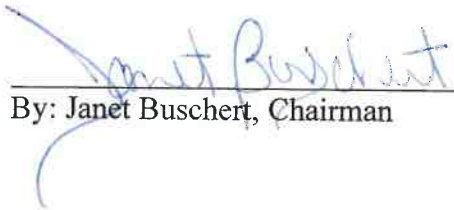
Either party may change its address for the purpose of this paragraph by giving formal notice of such change to the other in the manner herein provided.

- 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 recitals first noted above are incorporated into this agreement as if set forth fully herein. The Agreement may only be modified or amended by mutual written agreement of the Parties hereto. The Parties acknowledge that the bids may come in higher than the estimated cost. If that is the case the Parties agree to review the bids and negotiate in good faith regarding a potential amendment to this Agreement.
- D. **Termination.** Either party may terminate this Agreement without cause and for any or no reason prior to the selection of the Contractor who will complete the construction work described herein by providing thirty (30) days written notice to the other Party. Following selection of the contractor to perform the work then this Agreement may only be terminated by the Parties for default or violation of the terms and conditions contained in this Agreement. Prior to terminating this Agreement for default, the non-defaulting Party shall provide the defaulting Party thirty days notice of its intent to terminate the Agreement. If the defaulting Party cures the default with those thirty days then the Agreement will not be terminated for said default.
- E. **Hold harmless.** For purposes of or in furtherance of this Agreement and to the extent permitted by law, 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.

H. **Contingency.** The Agreement is contingent upon the City obtaining the timely consent and dedication of the necessary land from private landowners to ACHD and/or the City to complete the construction described herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this
19 day of December 2019.

EAGLE URBAN RENEWAL AGENCY:


By: Janet Buschert, Chairman

Attest:

Robin Collins
Executive Director/Secretary

CITY OF EAGLE:


Stan Ridgeway, Mayor


Attest:

Sharon Bergmann, City Clerk

Exhibit A

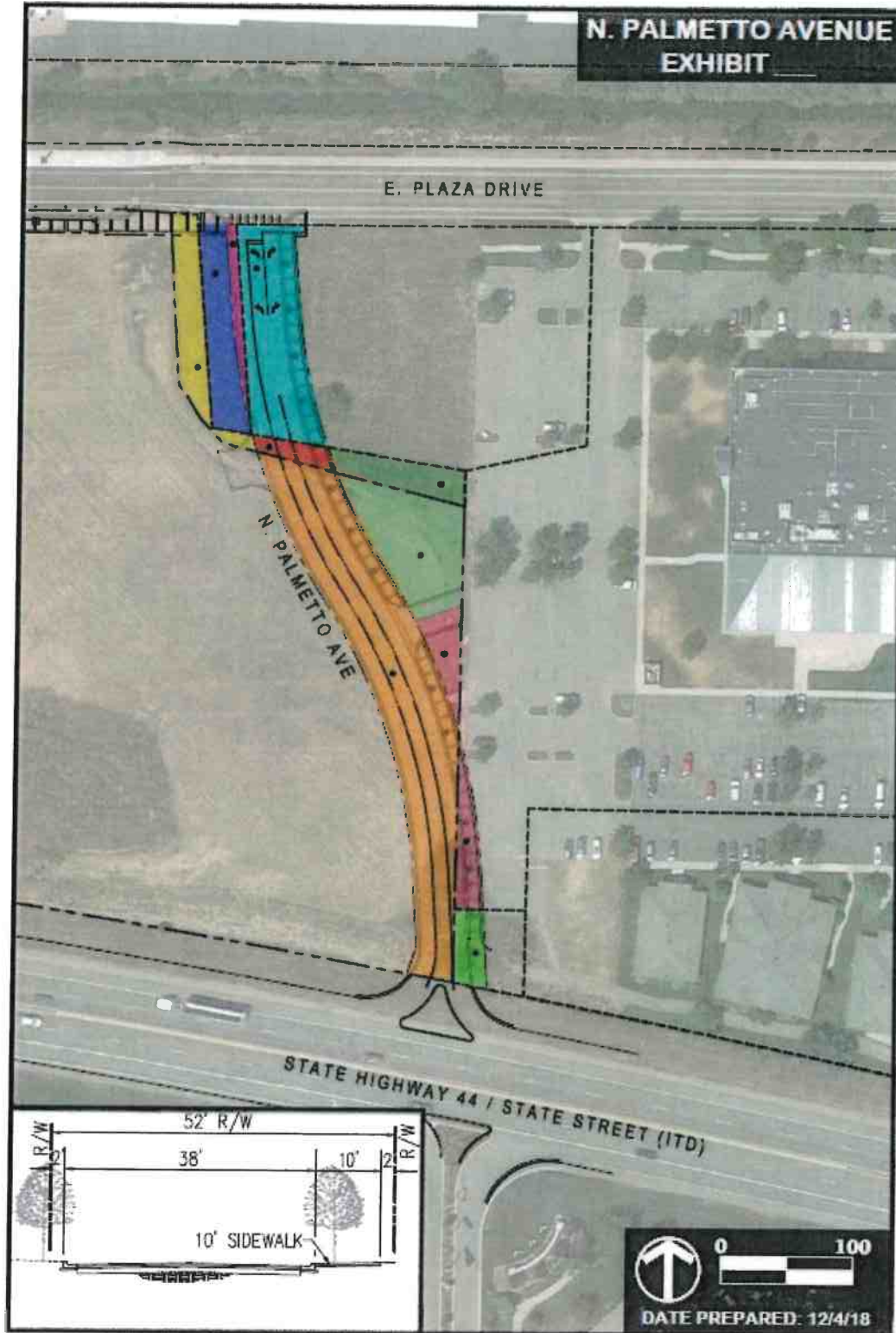


Exhibit B

EAGLE URBAN RENEWAL AGENCY OPINION OF PROBABLE CONSTRUCTION COSTS PALMETTO DRIVE					
No.	Description	Quantity	Unit	Unit Cost	Extended Cost
General					
1	Mobilization	1	LS	\$13,000.00	\$13,000.00
2	SWPPP	1	LS	\$10,000.00	\$10,000.00
3	Quality Control	1	LS	\$3,500.00	\$3,500.00
4	Traffic Control	1	LS	\$17,000.00	\$17,000.00
5	Permits	1	LS	\$4,100.00	\$4,100.00
Earthwork & Paving					
6	Clearing and Grubbing	52,000	SF	\$0.30	\$15,600.00
	Topsoil strip and stockpile	2,000	CY	\$5.00	\$10,000.00
7	Excavation	2,500	CY	\$10.00	\$25,000.00
8	Embankment	2,500	CY	\$15.00	\$37,500.00
9	Final subgrade preparation	22,000	SF	\$0.16	\$3,520.00
10	6" Minus Pit Run	420	CY	\$24.50	\$10,290.00
11	¾" Minus Road Base	420	CY	\$40.00	\$16,800.00
12	Asphalt paving	690	TON	\$105.00	\$72,450.00
13	Grading and final cleanup	1	LS	\$11,000.00	\$11,000.00
Concrete					
14	Standard 6" Curb and Gutter	1,230	LF	\$35.00	\$43,050.00
15	Raised Median Curb	150	LF	\$35.00	\$5,250.00
16	10' Wide Concrete Sidewalk (Palmetto)	600	LF	\$30.00	\$18,000.00
17	5' Wide Concrete Sidewalk (Plaza Drive)	130	LF	\$18.00	\$2,340.00
18	Valley Gutter	160	LF	\$30.00	\$4,800.00
19	Concrete Pedestrian Ramp, Type A (Double)	1	EA	\$2,000.00	\$2,000.00
20	Concrete Pedestrian Ramp, Type B (Single)	2	EA	\$1,200.00	\$2,400.00
Storm Drain					
21	12" Storm Drain Pipe	50	LF	\$40.00	\$2,000.00
22	Inlet Catch Basin w/ Grate	2	EA	\$1,500.00	\$3,000.00
23	1000 gal. Sand & Grease Trap	1	EA	\$6,000.00	\$6,000.00
24	Seepage Bed	1	LS	\$50,400.00	\$50,400.00
Gravity Irrigation					
25	18" storm drain	80	LF	\$50.00	\$4,000.00
26	24" Storm drain	25	LF	\$70.00	\$1,750.00
27	Storm drain manhole	1	LF	\$4,000.00	\$4,000.00
28	6' diversion box	2	EA	\$15,000.00	\$30,000.00
29	Existing component demolition	1	LS	\$5,000.00	\$5,000.00
Miscellaneous					
30	Pressure Irrigation System relocation - RMBP	1	LS	\$10,000.00	\$10,000.00
31					\$0.00
Base Cost of Construction					\$443,800.00
Contingency (10%)		1	LS	\$44,380.00	\$44,380.00
Construction Management (5%)		1	LS	\$22,190.00	\$22,190.00
Total Project Cost					\$510,370.00
Landscaping, pressure irrigation and street light improvements are excluded.					

**EAGLE URBAN RENEWAL AGENCY
OPINION OF PROBABLE CONSTRUCTION COSTS
IID RIGHT-OF-WAY**

No.	Description	Quantity	Unit	Unit Cost	Extended Cost
General					
1	Mobilization	1	LS	\$7,000.00	\$7,000.00
2	SWPPP	1	LS	\$18,000.00	\$18,000.00
3	Quality Control	1	LS	\$5,000.00	\$5,000.00
4	Traffic Control	1	LS	\$17,500.00	\$17,500.00
5	Permits	1	LS	\$1,000.00	\$1,000.00
6	Removal of Asphalt	4,000	SF	\$2.00	\$8,000.00
Earthwork & Paving					
7	Clearing and Grubbing	52,000	SF	\$0.30	\$15,600.00
8	Excavation	2,350	CY	\$15.00	\$35,250.00
9	Offsite disposal of excess material	1,600	CY	\$9.00	\$14,400.00
10	Embankment	750	CY	\$10.00	\$7,500.00
11	Final subgrade preparation	29,700	SF	\$0.16	\$4,752.00
12	Geotextile	29,700	SF	\$0.15	\$4,455.00
13	6" Minus Pit Run	2,100	CY	\$24.50	\$51,450.00
14	¾" Minus Road Base	715	CY	\$31.50	\$22,522.50
15	Asphalt paving	1,090	TON	\$145.00	\$158,050.00
16	Grading and final cleanup	1	LS	\$2,500.00	\$2,500.00
Concrete					
17	Standard 6" Curb and Gutter	89	LF	\$35.00	\$3,115.00
18	Mountable Curb	154	LF	\$35.00	\$5,390.00
Miscellaneous					
19	Striping & Signage	1	LS	\$7,500.00	\$7,500.00
20	18" PVC sleeve	22	LF	\$56.00	\$1,232.00
21	Topsoil placement	633	CY	\$35.00	\$22,155.00
Base Cost of Construction					\$412,371.50
Contingency (10%)					\$41,237.15
Construction Management (5%)					\$20,618.58
Total Project Cost					\$474,227.23
Landscaping improvements are excluded.					