

**MEMORANDUM OF AGREEMENT
WITH THE CITY OF EAGLE TO COVER COSTS OF DESIGN WORK FOR
ADDITIONAL STREETScape AND SIDEWALK IMPROVMENTS IN DOWNTOWN
EAGLE**

This MEMORANDUM OF AGREEMENT FOR COOPERATION AND COST SHARING ("Agreement") is made this 10 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 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 design of streetscape and sidewalk infrastructure in downtown Eagle;

WHEREAS, design and construction of sidewalks and providing for streetscape design standards within the EURA boundaries conforms with the goals and objectives of the EURA and its revitalization plan;

WHEREAS, the City will be engaging design consultants to provide the design work for streetscape and sidewalks in downtown Eagle;

WHEREAS, applying for and obtaining a grant through COMPASS to possibly pay for the funding of the design of the streetscape and sidewalks in downtown Eagle would take multiple years and the EURA desires that said work be completed sooner;

WHEREAS, the City estimates that the design work outside of the design work to be completed for Eagle Road between Plaza Drive and Idaho Street, and along State Street between Olde Park and 2nd Street will cost forty-two thousand five-hundred dollars (\$42,500.00) and the EURA is willing to cover that cost;

WHEREAS, the EURA prefers not to manage and retain the design professional to complete the additional design work for the other streets in downtown Eagle in addition to that for Eagle Road between Plaza Drive and Idaho Street, and along State Street between Olde Park Place and 2nd Street, but desires that the City would add the scope of work for these other streets to its contract with the consultants performing other such design work in downtown Eagle;

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 Design Documents.** City will select, engage and compensate the consultants used to prepare and complete the design of the streetscape and sidewalk improvements in addition to those along Eagle Road between Plaza Drive and Idaho, and along State Street between Olde Park Place and 2nd Street ("Design Work"). The EURA will also be allowed to participate in the design process as it deems appropriate. City will share any documents, designs, renderings reports, information and drafts of the Design Work as they are provided to the City so that the EURA may also review and prepare comments.
- B. Deliverables.** Upon completion of the Design Work and receipt of the of the results and completed work product, City shall provide EURA with a paper and electronic copy of the results and completed Design Work. The City and the EURA will share the rights of uses and ownership, if any, of the documents and completed Design Work.
- C. Reimbursement; Invoice to EURA.** Upon satisfactory completion of the Design Work described herein the City will pay the consultants. City will submit an invoice to EURA for the actual costs up to the permissible amount for which the City is seeking reimbursement. The maximum amount to be paid by EURA for the costs of the Design Work shall not exceed forty-two thousand five-hundred dollars (\$42,500.00).

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 in an amount not the exceed forty-two thousand five-hundred dollars (\$42,500.00).
- 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, 2020 or until the Design Work 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 extended if needed to complete the Design 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:
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 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

