

## MEMORANDUM OF AGREEMENT FOR COST SHARING WITH THE CITY OF EAGLE FOR DESIGN WORK FOR STREETSCAPE AND SIDEWALK IMPROVEMENTS ALONG A PORTION OF EAGLE ROAD AND STATE STREET

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 along Eagle Road between Plaza Drive and Idaho Street, and along State Street between Olde Park Place and 2<sup>nd</sup> Street;

**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 total estimated cost of the design of the streetscape and sidewalk improvements on Eagle Road between Plaza Drive and Idaho Street, and along State Street between Olde Park Place and 2<sup>nd</sup> Street is twenty-four thousand seventy-five dollars \$24,075 and the EURA is willing to share that cost equally (50-50) with the City;

**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 along State Street from Olde Park Place to 2nd Street (may extend further depending on the design of the State Street and 2nd street intersection design) and on Eagle Road from Plaza Drive to Idaho 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 as its share of the costs of the Design Work shall not exceed twelve thousand thirty-seven dollars and fifty cents (\$12,037.50).

## **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 twelve thousand thirty-seven dollars and fifty cents (\$12,037.50).
- 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:	EURA:
Bill Vaughan	Todd Lakey
Zoning Administrator	EURA General Counsel
P.O. Box 1520	141 E. Carlton Ave.
Eagle, ID 83616	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.

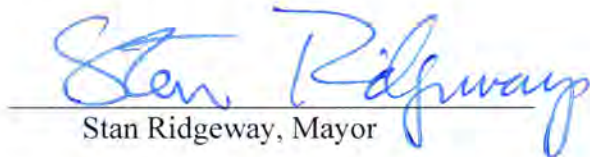
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this \_\_\_\_\_ day of December 2019.


**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

