

INTERGOVERNMENTAL MEMORANDUM OF UNDERSTANDING

The Post Falls Urban Renewal Agency (hereinafter referred to as "Agency") is currently engaged in the planning, design and construction process for the Greensferry Street Overpass and related facilities and appurtenances over Interstate 90 (the "Improvements") within the City of Post Falls. The subsequent paragraphs serve as a framework of mutual understanding for future interactions concerning the Improvements between the Post Falls Urban Renewal Agency, an Idaho urban renewal agency, and the City of Post Falls, an Idaho municipal corporation (hereinafter referred to as "the City").

The parties agree to work with one another as follows:

1. **PURPOSE:** The purpose of this Memorandum of Understanding (MOU) is to set forth the general allocation of areas of responsibility concerning implementation of the Greensferry Overpass component of the East Post Falls Urban Renewal Plan. This is not intended to be a contract that assigns specific duties, milestone dates or completion dates. Rather, it is intended to chart relationships and areas of general responsibility. It is expressly understood by the parties that as an urban renewal project, the Improvements will be made by the Agency with the assistance of a project engineer and any other third parties that are deemed necessary by the Agency. This MOU is subject to revision by mutual agreement as design and construction of the Improvements move forward through various stages of implementation.

2. **RESPONSIBILITIES OF THE AGENCY:** In an order to be determined in the future, the Agency will carry out the following responsibilities in the course of planning and building the intended Improvements:

A. Engage the services of a project engineer to plan and design the Improvements, and to develop corresponding plans that are acceptable to the City, ITD and FHWA, as appropriate, for competitively bidding construction of the Improvements.

B. Provide for appropriate construction management and oversight during the course of project implementation by contract with qualified professionals or otherwise.

C. Manage financial aspects of the project as needed to implement the Improvements.

D. Maintain a high level of communication with City personnel in all phases of planning, design, building, financing, inspecting and commissioning the Improvements.

E. By means of a contractor or otherwise to acquire sufficient right of way to allow construction and perpetual operation of the Improvements.

F. Communicate project information to neighboring land owners and the public at large.

G. Upon satisfactory completion of the Improvements, transfer ownership or operational responsibility, as appropriate, to the City or a state agency that will be responsible for long-term operation or maintenance.

3. **RESPONSIBILITIES OF THE CITY:** In an order to be determined in the future and with the understanding that as an urban renewal project the Agency is the principal party in charge of the Improvements, the City will carry out the following responsibilities in the course of planning and building the intended Improvements:

A. Advise and cooperate with the project engineer chosen by the Agency to plan and design the Improvements.

B. Review and provide commentary concerning plans for competitively bidding construction of the Improvements.

C. Cooperate with those engaged by the Agency to perform construction management and oversight during the course of project implementation whether by contract with qualified professionals or otherwise.

D. Assist and provide advice regarding financial management of the project as needed to implement the Improvements.

E. Cooperate with Agency personnel in all phases of planning, design, building, financing, inspecting and commissioning the Improvements.

F. Cooperate and assist the contractor or Agency personnel to acquire sufficient right of way to allow construction and perpetual operation of the Improvements, with the understanding that should eminent domain proceedings be needed to acquire such rights of way, the City will cooperate with and assist the Agency in addressing such proceedings, with decisions concerning the eminent domain process reserved until no viable alternative remains.

G. Work with other transportation agencies to chart a course of long term facility maintenance that will identify responsibilities that are acceptable to the City.

H. Provide personnel or other services to assist the Agency to carry out a successful project in whatever way possible.

I. Cooperate and coordinate with the Agency to communicate project information to neighboring land owners and the public at large.

4. **RESPONSIVENESS IS IMPORTANT:** Since timing will be important in completing the Improvements, the parties will perform their respective responsibilities promptly.

5. **PROCEDURES TO RESOLVE DIFFERENCES OR MODIFY THIS MOU:** The parties further agree that if disagreements arise in the course of performance of the project to build the Improvements or if this MOU requires modification the parties agree to:

A. Meet at the staff level (Executive Director of Agency and Administrator of City) to try to resolve differences or shape possible changes to this MOU.

B. If differences cannot be resolved administratively, the chief administrators shall be joined by the Mayor and, Agency Commission Chair and legal counsel for both parties.

C. If matters are still unresolved, the governing boards agree to meet face-to-face in order to attempt to resolve disagreement or to shape revisions to this MOU, as appropriate.

D. If no resolution is reached after the governing boards meet face to face, the parties agree that they will endeavor to settle the dispute in a cooperative manner by mediation under the auspices of mutually acceptable mediator before resorting to litigation.

6. **EFFECTIVE DATE AND DURATION.** This MOU shall be deemed approved as of the date of the final approval by both of the governing boards of the respective parties. Thereafter, this MOU shall remain in effect unless terminated in accordance with Section 8 below.

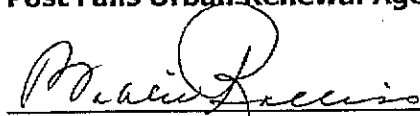
7. **MODIFICATION.** Modifications of this MOU may be made by mutual consent of the parties by the issuance of a written modification, approved by the governing boards of both parties.

8. **TERMINATION.** Either party may terminate this Agreement via written notice given to the other party; provided that such notice must be given only after action by its duly constituted governing board. No such notice of termination shall be effective until the respective governing

boards have met face-to-face in order to try to resolve differences between the parties. Said meeting shall occur no later than 30 days after the initial governing board action.

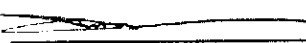
Approved by the Post Falls Urban Renewal Agency Board on the 13 day of March, 2013.

Post Falls Urban Renewal Agency



Bobbi Rollins, Chairman

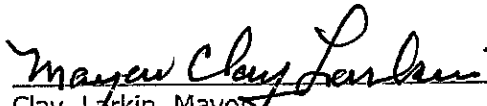
ATTEST:

BY: 

Secretary

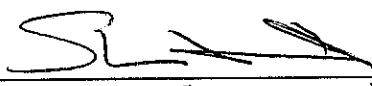
Approved by the Post Falls City Council on the 19 day of March, 2013.

CITY OF POST FALLS



Clay, Larkin, Mayor

ATTEST:

BY: 

Secretary City Clerk