

**AGREEMENT FOR SERVICES BETWEEN THE CITY OF MOSCOW, IDAHO  
AND THE MOSCOW URBAN RENEWAL AGENCY**

THIS AGREEMENT FOR SERVICES BETWEEN THE CITY OF MOSCOW, IDAHO AND THE MOSCOW URBAN RENEWAL AGENCY (hereinafter "Agreement for Services") is made and entered into this 16 day of June, 2015.

**RECITALS**

WHEREAS, City of Moscow, Idaho, a municipal corporation of the State of Idaho, is duly organized and existing under, and by virtue of, Title 50 of the Idaho Code, as amended (hereinafter "CITY");

WHEREAS, the Moscow Urban Renewal Agency (hereinafter "MURA"), is an independent public body, corporate and politic, and an urban renewal agency organized and existing by virtue of the laws of the State of Idaho (Idaho Code Section 50-2001, *et seq.*, as amended);

WHEREAS, MURA is authorized to undertake and carry out various urban renewal projects to eliminate, remedy, or prevent deteriorated or deteriorating areas through redevelopment, rehabilitation, or conservation, or any combination thereof, within its area of operation and is authorized to carry out such projects jointly with CITY;

WHEREAS, the Act, as defined below, (specifically Idaho Code Section 50-2015) allows for some limited cooperation by CITY for MURA activities, including aid in carrying out the urban renewal plan and related activities;

WHEREAS, the Urban Renewal Plan(s) (as described below), and any subsequently adopted Plan(s), provide for certain actions by CITY to fulfill the purposes of such adopted Urban Renewal Plan(s) including agreements between MURA and CITY for administration, supporting services and funding sources;

WHEREAS, CITY and MURA hereby find and determine that this Agreement for Services enables them to contractually cooperate in a manner that will accord with the needs and development of CITY and of MURA;

WHEREAS, nothing in this Agreement For Services is meant to or shall in any way alter MURA's obligations, covenants, promises, or commitments related to any Urban Renewal Plan(s) or Project(s) duly adopted and approved according to law or any debt or debt service existing during the term of this Agreement For Services;

NOW, THEREFORE, CITY and MURA do hereby agree as follows:

**OPERATIVE PROVISIONS**

**Section 1.        DEFINITIONS**

As used in this Agreement for Services, the following words, unless the context dictates otherwise, shall have the following meaning:

Act shall mean collectively the Idaho Urban Renewal Law of 1965, being Idaho Code, Title 50, Chapter 20, and the Local Economic Development Act of 1988, being Idaho Code, Title 50, Chapter 29, as amended and supplemented.

Annual Budget shall mean the annual budget of MURA, as amended or supplemented, adopted or in effect for a particular Fiscal Year.

Board shall mean the Board of Commissioners of MURA as the same shall be duly and regularly constituted from time to time.

Bonds shall mean any bonds authorized and issued by the Moscow Urban Renewal Agency according to law., and, in addition, any other Bonds issued by MURA prior to or during the term of this Agreement for Services.

Debt Service Fund shall mean any fund created by MURA for the purpose of paying expenses, including repayment of principal and interest, whether created prior to or during the term of this Agreement for Services.

Fiscal Year shall mean the fiscal year of MURA currently commencing on October 1 of each year and ending on September 30 of the following year, as the same may be altered by law.

MURA shall mean the Urban Renewal Agency of the City of Moscow, Idaho, an urban renewal agency created by and existing under the authority of the Act as an independent public body, corporate and politic.

Owner Participation Note or Owner Participation Notes shall have the meaning assigned to that term in any relevant Resolution duly adopted and approved according to law before or during the term of this Agreement for Services.

Pledged Revenues shall mean, for each Fiscal Year, the incremental tax revenues received by MURA pursuant to the Act, and as provided in any Urban Renewal Plan(s) or Project(s) and all monies in the Debt Service Fund(s).

Project Revenue Allocation Area shall mean the "Revenue Allocation Area" as described in any Urban Renewal Plan(s) related to a Project duly adopted and approved according to law and which is subject to the calculating and payment of the incremental tax revenues.

Registered Owner(s) shall mean the person or persons in whose name or names the bonds shall be registered in the Bond Register maintained by a Trustee in accordance with the terms of a Resolution duly adopted and approved according to law.

Resolution shall mean any applicable Resolution duly adopted and approved according to law before or during the term of this Agreement for Services.

Revenue Allocation Fund shall mean the fund described in the Act and any Bond Resolution duly adopted and approved according to law before or during the term of this Agreement for Services.

Urban Renewal Plan shall mean those certain documents entitled "Research and Technology Park Competitively Disadvantaged Border Community Urban Renewal Plan" approved by CITY and MURA, pursuant to the Act, and City Ordinance No. 96-12, approved July 1, 1996 , and "Legacy Crossing Urban

Renewal District Plan" approved by CITY and MURA, pursuant to the Act, and City Ordinance 2008-10, approved June 2, 2008, and any other Urban Renewal Plan(s) and Project(s) duly adopted and approved according to law before or during the term of this Agreement For Services.

Section 2.           PURPOSE

The purpose of this Agreement for Service is to assure the continuing independent status of MURA and MURA's sole liability for its debts and obligations, and to provide for the administration and implementation of any Urban Renewal Plan(s) and Project(s) duly adopted and approved according to law before or during the term of this Agreement for Services. Nothing in this Agreement for Services is meant to or shall in any way alter MURA's obligations, covenants, promises, or commitments related to any Urban Renewal Plan(s) and Project(s) duly adopted and approved according to law or any debt or debt service existing during the term of this Agreement for Services. Nothing in this Agreement for Services shall act to create any association or agreement between CITY and MURA other than a contract for administrative and support services for purposes set out herein.

Section 3.           BONDS, OR OTHER DEBT ISSUED BY MURA

MURA may have issued Bonds to finance all or part of Urban Renewal Project(s), as outlined in the respective Urban Renewal Plan(s) and as authorized by the respective Resolutions duly adopted and approved according to law. Any Bonds authorized by MURA will be payable, both principal and interest, solely from the income, proceeds, revenues, and funds of MURA derived from and in connection with revenue allocation proceeds generated from its respective Revenue Allocation Area.

Bonds shall be payable, both principal and interest, solely from Pledged Revenues.

Bonds, or other debt is not an indebtedness within the meaning of any constitutional or statutory debt limitation and is not and will not be a debt of CITY, and CITY shall not be liable thereon.

Section 4.           PROJECT ADMINISTRATION AND FUNDING PROJECT

CITY and MURA agree that CITY will, on behalf of MURA:

Make available certain personnel services and other assistance to MURA, including, but not limited to:

1. An identified City Staff member to serve as Executive Director;
2. Services through CITY Administration department;
3. Services through the CITY Public Works Department;
4. Services through CITY Finance Department; and
5. Services through CITY Community Development Department.

CITY Finance Department will provide MURA Board with financial reports and copies of all financial transactions related to this Agreement for Services on a monthly basis.

For CITY services identified above, beginning October 1, 2015, MURA shall pay an annual fee in an amount per this Agreement for Services to be paid in two (2) installments on or before the fifteenth (15<sup>th</sup>) of February and the fifteenth (15<sup>th</sup>) of August of each year this Agreement for Services is in effect.

Beginning October 1, 2015, the annual fee is the amount of forty five thousand dollars (\$45,000). Each year thereafter, the annual fee will increase by three percent (3%) and will continue year to year until this Agreement for Services is amended or terminated.

CITY shall be obligated to provide assistance to MURA only as contemplated by this Agreement for Services and shall provide only services related to administrative support services and funding sources as directed by MURA in this Agreement for Services. Nothing in this Agreement for Services shall act to create any association between CITY and MURA other than as a contract for administrative and support services for purposes set out herein.

Section 5.            AMENDMENT

This Agreement for Services may be amended at any time, and from time to time, by the mutual written consent of CITY and MURA for any of the following purposes:

1. To add provisions to this Agreement for Services to benefit CITY, or MURA, or any Registered Owner.
2. To cure any ambiguity, to correct or supplement any provision herein which may be inconsistent with any other provisions with respect or matters or questions arising under this Agreement for Services which are not inconsistent with the provisions of this Agreement For Services.
3. To accommodate increased services or changed circumstances due to additional projects.

Nothing in this Agreement for Services may be amended in a manner which is reasonably likely to create or to result in a conclusion CITY has any additional obligation other than as set forth in this Agreement for Services, and nothing in this Agreement for Services may be amended to create between the parties a relationship which will, in any way, put at risk any Urban Renewal Plan(s) or Urban Renewal Project(s) duly adopted and approved according to law before or during the term of this Agreement for Services.

Section 6.            TERM

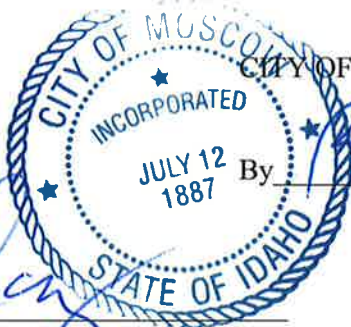
This Agreement for Services is for a term of five (5) years and, at the end of the term, this Agreement for Services will continue year to year until terminated. During the term of this Agreement for Services or while the Agreement for Services is in effect, either party may terminate this Agreement for Services upon sixty (60) days notice to the other party.

Section 7.            SEVERABILITY

In the event any provision of this Agreement for Services shall be declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not, in any way, be adversely affected or impaired thereby.

IN WITNESS WHEREOF, each of the parties have executed two (2) copies of this Agreement for Services by their duly authorized officials.

DATED This 16 day of June, 2015.



CITY OF MOSCOW, IDAHO

By Chris Jankens

ATTEST:

Stephanie Kalasz  
Stephanie Kalasz, City Clerk

DATED This 10th day of June, 2015.

MOSCOW URBAN RENEWAL AGENCY

By John McCabe  
John McCabe, Chair

ATTEST:

Steve McGeehan  
Steve McGeehan, Vice-Chair

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