

**MEMORANDUM OF UNDERSTANDING
BETWEEN CITY OF MOSCOW, IDAHO AND
THE MOSCOW URBAN RENEWAL AGENCY**

THIS MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF MOSCOW, IDAHO AND THE MOSCOW URBAN RENEWAL AGENCY (hereinafter "MOU") is made and entered into this 20th day of June, 2025, by and between the City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY") and Moscow Urban Renewal Agency, a public agency of the State of Idaho, 504 South Washington Street, Moscow, Idaho, 83843 (hereinafter "MURA").

WHEREAS, MURA owns unimproved real property at the corner of Sixth Street and Jackson Street in the City of Moscow, Idaho (hereinafter "Premises"); and

WHEREAS, CITY desires to temporarily utilize the Premises for public parking in anticipation of a construction project that requires partial closure of the South Jackson Street City parking lot; and

WHEREAS, MURA is willing to allow CITY to utilize the Premises for public parking; and

WHEREAS, MURA desires assurances from CITY in order for CITY to use MURA's Premises;

NOW, THEREFORE, for and in consideration of the mutual covenants and representations set forth herein, MURA and CITY hereby agree that the matters stated above are found to be true and correct and incorporated herein by reference as if copied in their entirety and agree to the following:

SECTION 1: USE OF PREMISES, TERM AND COMPENSATION

MURA will allow CITY the use of its Premises for CITY public parking beginning June 23, 2025, and ending when the construction project is complete, approximately sixty (60) days from the beginning of construction. The Parties agree that no compensation shall be paid to MURA for use of the Premises.

SECTION 2: TERMINATION

Either Party may terminate this MOU at any time by providing written notice of termination to the other Party.

SECTION 3: INDEMNITY

The Parties are governmental entities subject to statutory and constitutional restrictions concerning the acceptance of liability. The Parties' liabilities are further governed by the Idaho Tort Claims Act. It is the intention of the Parties that each will be responsible for its own acts and omissions and those of its officers and employees acting with the course and scope of their employment.

Further, the Parties understand that the Idaho Torts Claims Act, Idaho Code § 6-903(2)(ii), states that each Party's liability is secondary to the obligation of an insurer or indemnitor of any automobile or other vehicle not owned or leased by the Party.

SECTION 4: GENERAL TERMS

- A. No Separate Entity Created, Joint Venture and No Agency Relationship: Nothing contained in this MOU shall be in any way construed as creating a separate legal entity or expressing or implying that the Parties have joined together in any joint venture partnership or agency relationship.
- B. Entire Agreement and Modification: This MOU contains the entire agreement between the Parties and no statements, promises or inducements made by either Party, or agents of either Party, are valid or binding unless contained herein. This MOU may not be enlarged, modified or altered except upon written agreement signed by the Parties hereto.
- C. Severability: The terms of this MOU are severable. If any part of this MOU is held invalid or unenforceable by a court of competent jurisdiction, the remaining portions of the MOU will, nevertheless, remain in full force and effect so long as the remainder of this MOU is reasonably capable of completion.
- D. Compliance with Law: MURA and CITY agree that each Party shall conduct its obligations pursuant to this MOU and in conformance with all applicable laws, ordinances and regulations of all governmental and regulatory agencies having jurisdiction.
- E. Jurisdiction and Venue: It is agreed that this MOU shall be construed under and governed by the laws of the State of Idaho. In the event of litigation concerning this MOU, it is agreed that the proper venue shall be the District Court of the Second Judicial District of the State of Idaho, in and for the County of Latah.
- F. Costs and Attorney's Fees: In the event either Party incurs legal expenses to enforce the terms and conditions of this MOU, the prevailing Party is entitled to recover reasonable attorney's fees and other costs and expenses, whether the same are incurred with or without suit.
- G. No Waiver: The failure of MURA or CITY to insist on strict performance of any of the terms and conditions in this MOU shall not be deemed a waiver of the rights or remedies that either Party may have regarding that specific instance and shall not be deemed a waiver of any subsequent breach or default in any of the terms and conditions hereof.
- H. Authority to Execute: The persons executing this MOU on behalf of their respective Parties represent and warrant that the foregoing is true and correct and that they have the authority to do so under law and from their respective Parties under the penalty of perjury pursuant to the law of the State of Idaho.

- I. Binding Authority: MURA and CITY each represents and warrants to the other that this MOU (i) has been validly executed and delivered; (ii) has been duly authorized; and (iii) constitutes a valid binding MOU of such Party enforceable in accordance with its terms.

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed as of the date and year first written above.

MOSCOW URBAN RENEWAL AGENCY


Cody Riddle, Executive Director

CITY OF MOSCOW, IDAHO

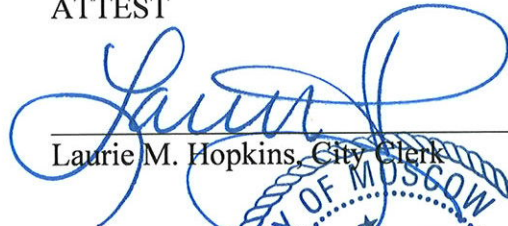

Arthur D. Bettge, Mayor

ATTEST


Jennifer Fleischman, MURA Clerk



ATTEST


Laurie M. Hopkins, City Clerk

