

**FIRST AMENDMENT AND ADDENDUM TO THE
MASTER LICENSE AGREEMENT FOR REGULATION AND CONTROL OF
SIDEWALK AND PARKING FACILITIES IN THE GREATER DOWNTOWN
AREA**

THIS FIRST AMENDMENT AND ADDENDUM TO THE MASTER LICENSE AGREEMENT is entered into this _____ of September 2017, by and between the Ada County Highway District (“ACHD”), a body politic and corporate of the State of Idaho, and the City of Boise (“City”), an Idaho municipal corporation.

RECITALS

A. ACHD is a single county-wide highway district organized and existing under the laws of the State of Idaho, with the jurisdiction over public rights-of-way, including sidewalks, in Ada County.

B. Idaho Code § 67-2332 provides that public agencies may contract with one another to perform any governmental service, activity, or undertaking that each public agency entering into the contract is authorized by law to perform.

C. ACHD and City entered into a Master License Agreement for the Regulation and Maintenance of Sidewalk Facilities in the Greater Downtown Area (“Original Agreement”) on February 16, 2010, in which ACHD agreed to grant City a limited license in the Greater Downtown Boise Area to regulate and control the size, placement, operation, and maintenance of all newsstands, ATM’s, signs, planters, benches, fountains, fences, streetlights, sidewalk cafés, outdoor eateries, interlocking pavers, and similar commercial and public structures, objects, and other facilities on the sidewalks within the public rights-of-way located in the Greater Downtown Boise Area.

D. On February 25, 2015 the Original Agreement was repealed and replaced by the current Master License Agreement for Regulation and Control of Sidewalk and Parking Facilities in the Greater Downtown Area (“Master License Agreement”), which controls the maintenance of sidewalk facilities and parking meters.

E. Pursuant to Idaho Code § 40-1415(8), the City has the authority to install, maintain, and remove parking meters within the City limits and also authorized to keep all revenues received thereof. In addition, the City has the authority to enforce ordinances regulating the use of parking meters.

G. In response to the rapidly changing character of the neighborhoods abutting the current area controlled under the Master License Agreement, the City seeks to extend

Master License Agreement territory to include the following: an expansion of the Westside Downtown and River-Myrtle/Old Boise District parameters, and an addition of three new districts (“Lusk Street Residential Area,” “BSU Impact Area,” and “30th Street Urban Renewal District”) to the “Greater Downtown Area” as defined in the Master License Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are made a part of this Agreement and not mere recitals, and for good and valuable consideration, the receipt of which is hereby acknowledged, it is mutually agreed as follows:

1. That Exhibit A as referred to in Section 1.1 of the Master License Agreement, be amended to extend the territory which is defined as the “Greater Downtown Area” to now include and incorporate, three additional areas (which are generally referred to as the “Lusk Street Residential Area,” “BSU Impact Area” and “30th Street Urban Renewal District”) and also the limited expansion of two existing areas (which are generally referred to as the “Westside Downtown and River-Myrtle/Old Boise Urban Renewal Districts”) to the original territory covered in the Master License Agreement. Exhibit A shall be replaced by the new and amended Exhibits A and B, which together depict the additionally included and incorporated areas as part of the Greater Downtown Area described herein, and which are attached hereto.

That additional terms be provided by Addendum to the Master License Agreement to include the following:

2. Waiver. This Addendum shall not be construed as an amendment or waiver of any of City’s obligations under the Master License Agreement, except as specifically set forth herein. No failure by either party to insist upon the strict performance of any covenant, duty, agreement or condition of the Master License Agreement or this Addendum or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or any other covenant, agreement, term or condition. No waiver shall be binding unless executed in writing by the party making the waiver. Without limiting the foregoing, ACHD in no way waives any claims.

3. Notice to Boise State University of Parking Changes to BSU Impact Area. The City agrees to provide Boise State University written notification thirty (30) days prior to changing any parking meters or other parking control signage within the BSU Impact Area and Lusk Street Residential Area. From the post date of such written notice, Boise State University shall have thirty (30) days to provide the City written notification of its concerns or comments of the proposed parking change within these areas for the City’s consideration.

4. Amendment and Restatement of the Agreement. The provisions of this Addendum shall be incorporated into the Master License Agreement, which is hereby amended and restated in full. All provisions of the Master License Agreement shall remain the same except as specifically set forth herein. In the event of any conflict between the terms of the Master License Agreement and this Addendum, this Addendum shall control.

5. Entire Addendum. The Master License Agreement, this Addendum, and the Exhibits (Exhibit A depicting the additional Lusk Street Residential Area, BSU Impact Area and the limited expansion to the River-Myrtle/Old Boise Urban Renewal Districts and Exhibit B depicting 30th Street Urban Renewal District, which together depict the additionally included and incorporated areas as part of the Greater Downtown Area) hereto constitute the full and entire understanding and agreement between the parties with regard to the license contemplated herein, and no party shall be liable or bound to any other in any manner by any representations, warranties, covenants and agreements except as specifically set forth herein.

6. Recitals Incorporated by Reference. The Recitals of this Addendum are incorporated by this reference into this Addendum.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

ATTEST:

CITY OF BOISE

Craig Croner, Deputy City Clerk

David Bieter, Mayor

Date

ATTEST:

ADA COUNTY HIGHWAY DISTRICT

Bruce Wong, Director

By: _____

Its: _____

Date