

**CAPITAL CITY DEVELOPMENT CORPORATION
CITY OF BOISE CITY
MEMORANDUM OF UNDERSTANDING
ELDER STREET PARK & RIDE PROGRAM**

This MEMORANDUM OF UNDERSTANDING FOR THE ELDER STREET PARK & RIDE (“MOU” or “Agreement”) is made and entered into by and between Capital City Development Corporation, the urban renewal agency of the City of Boise City, a public body, corporate and politic (“CCDC”), and the City of Boise City, an Idaho municipal corporation (“City”). CCDC and City may hereinafter collectively be referred to as the “Parties” and individually as a “Party”.

RECITALS

WHEREAS, the City has created a pilot program called the Elder Street Park & Ride Program (the “Program”) to develop additional parking options for downtown employees; and

WHEREAS, the City has entered into an agreement with Boise State University (“BSU”) to use certain real property owned by BSU and located at 2891 Elder Street, Boise, as a Park and Ride lot where persons employed in downtown Boise may park a car and ride a shuttle bus to and from a downtown location for free; and

WHEREAS, CCDC funds mobility projects in its urban renewal districts as an economic development tool to attract people and businesses to those districts; and

WHEREAS, CCDC and City wish to memorialize this collaboration for funding of the Program; and

WHEREAS, this MOU sets forth certain binding agreements of the Parties regarding matters related to the Program.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, CCDC and City of Boise do mutually undertake, promise, and agree as follows:

I. GRANT OF CCDC FISCAL YEAR 2017 FUNDS

- 1.1 The total amount to be paid by CCDC to City under this Agreement shall not exceed FORTY-EIGHT THOUSAND DOLLARS (\$48,000.00), for expenses incurred by City directly related to the Program and billed to City by BSU.
- 1.2 Upon invoicing by City, CCDC agrees to remit to City fifty percent (50%) of the total costs billed by BSU for the Program at any time prior to October 1, 2017.
- 1.3 CCDC will have no additional financial obligation or maintenance responsibility at any time relative to the funds' use for the Program. The Parties expect this first phase of the Program to expire September 30, 2017. The Parties may freely negotiate future phases and financial participation as needed or desired.

II. RESPONSIBILITIES OF CITY

- 2.1 City will accept the funds into the Department of Finance & Administration FY2017 operating budget and will expend all the funds on the Program. City shall segregate the funds provided by CCDC and only expend the funds on the Project as described herein.
- 2.2 City shall be responsible for managing all aspects of the Program supported by the funds.
- 2.3 City shall recognize and name CCDC as a funding partner in any publicity, signage, reports, or documentation related to the Program.
- 2.4 Once the funds have been spent but in no case later than October 15, 2017, City will submit to the CCDC Board of Commissioners a written report describing all disbursements of the funds and analyzing the effectiveness and popularity of the Elder Street Park & Ride Program.

III. INDEMNIFICATION

Each Party to this Agreement agrees to indemnify, defend, and hold harmless the other from any and all liability for any injury, damage or claim suffered by any person or property to the extent caused by the indemnifying Party or its employee or agent while performing under this Agreement. Notwithstanding anything herein to the contrary, nothing herein shall be construed as a waiver of each Party's protections afforded under the Idaho Tort Claims Act.

IV. ENTIRE AGREEMENT

This Agreement shall constitute the full and entire understanding and agreement between the City and CCDC with regard to the responsibilities set forth herein, and no party shall be liable or bound to the other in any manner by any representations, warranties, covenants, or agreements except as specifically set forth herein.

End of Agreement

[*Signatures appear on the following page.*]

IN WITNESS WHEREOF, CCDC and the City of Boise have executed this Agreement as of the date last signed below.

CAPITAL CITY DEVELOPMENT CORPORATION

John Brunelle, Executive Director

Date: _____

Approved as to Form: Mary Watson, Attorney at Law

CITY OF BOISE

David H. Bieter, Mayor

Date: _____

ATTEST:

Lynda Lowry, *Ex-Officio City Clerk*

Date: _____

Approved as to Form: Jennifer Pitino, Deputy Boise City Attorney

Budget Info / For Office Use	
Fund/District	401
Account	6125
PO #	170098
Term Date	September 30, 2017