

- 3-8. Action Item: Approve or deny Memorandum of Understanding (MOU) between NDC and the City of Nampa for funding the administration of NDC, maintenance of Library Square by Parks Department, and Downtown Garage and Library Square maintenance by Facilities Department and Authorize Chair to sign agreement with the City of Nampa for \$220,784.54 (Pending Approval by NDC Attorney Bill Nichols; Approved by City Attorney Todd Lakey on 9/30/24)



Memo – MOU City/NDC

Date: October 15, 2024

To: Chair and Commissioners

From: NDC Staff

Agenda Item: 3-8

Background Summary:

Each fiscal year NDC establishes an updated Memorandum of Understanding with the City of Nampa for administration of NDC and for maintenance of Library Square and the Downtown Garage. Since NDC is unable to fulfill the maintenance and administration on its own, NDC pays the city to complete those services for us.

The term of the agreement is October 1, 2024 to September 30, 2025, aligning with the fiscal year of NDC and the city. This year, we changed the payments to one annual payment, instead of four quarterly payments to the city. We also removed the Mainstreet component from this MOU, since the city is no longer funding the Downtown Manager position in the same way.

The FY2025 MOU total amount is **\$220,784.54**.

- Parks Department Library Square Maintenance: \$7,679.00
- Facilities Department Library Square and Parking Garage maintenance: \$97,105.54
- Economic Development Department's Administration of NDC: \$126,000

A small portion of these overall MOU costs are passed along to the other parcels at Library Square with the Common Area Maintenance Agreement. These costs include utilities at Library Square (trash, water), Parks Department maintenance of the Library Square, and Facilities maintenance of only Library Square (not the parking garage).

Changes:

- Annual payment to Parks, Facilities, and Economic Development
- Removed Mainstreet program from this MOU, made a separate MOU for this service

Legal Review

NDC Attorney, Bill Nichols, approved the MOU on October 10, 2024. He did ask staff to investigate two items in the MOU and report back.

Staff Recommendation

Nampa Development Corporation staff recommend the Board **Approve** Memorandum of Understanding (MOU) between NDC and the City of Nampa for funding the administration of NDC, maintenance of Library Square by Parks Department, and Downtown Garage and Library Square maintenance by Facilities Department and **Authorize** Chair to sign agreement with City of Nampa for **\$220,784.54**.

The following represents actions available to the Board:

- Motion to **Approve** Memorandum of Understanding (MOU) between NDC and the City of Nampa for funding the administration of NDC, maintenance of Library Square by Parks Department, and Downtown Garage and Library Square maintenance by Facilities Department and **Authorize** Chair to sign agreement with City of Nampa for **\$220,784.54**

- Motion to **Deny** Memorandum of Understanding (MOU) between NDC and the City of Nampa for funding the administration of NDC, maintenance of Library Square by Parks Department, and Downtown Garage and Library Square maintenance by Facilities Department and **Authorize** Chair to sign agreement with City of Nampa for **\$220,784.54**

Attachments:

- MOU

MEMORANDUM OF UNDERSTANDING
NAMPA DEVELOPMENT CORPORATION AND THE CITY OF NAMPA

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into this day _____ of _____ 2024, between the CITY OF NAMPA, hereinafter referred to as "Nampa," and the NAMPA DEVELOPMENT CORPORATION, hereinafter referred to as "NDC."

1. **TERM:** The initial term of this MOU will commence October 1, 2024 and expire September 30, 2025. The City of Nampa will provide maintenance of Library Square, maintenance and operations of the Parking Garage and professional services for the administration of the Nampa Development Corporation.

2. **CONSIDERATION:** The consideration for the term of this MOU (October 1, 2024 to September 30, 2025) is the sum of seven thousand six hundred nine dollars and zero cents (\$7,679.00) for Parks Department's maintenance of Library Square, eighty seven thousand one hundred five dollars and fifty-four cents (\$87,105.54) for Facilities Department's Library Square and Parking Garage maintenance, one hundred twenty six thousand dollars and zero cents (\$126,000) for administration of the NDC, all payable in one payment by NDC to the City of Nampa, upon the execution of this MOU and after the date of October 1, 2024.
 - Parks Department's Library Square Maintenance: \$7,679.00
 - Facilities Department's Library Square & Parking Garage Maintenance: \$87,105.54
 - Economic Development Department's Administration of NDC: \$126,000.00

TOTAL ANNUAL PAYMENT to the City
from NDC: \$220,784.54

3. **SERVICES & FREQUENCY:**

LIBRARY SQUARE

As the occupant of Parcel 1, Nampa will provide the following services to NDC for Library Square, at the frequency described, with City staff properly trained at performing in-house maintenance. The normal hours of service of Library Square are from 8:00 a.m. - 5:00 p.m. on Mondays through Fridays. At Nampa's option, it may provide these services during or after normal hours of service, or more often than the frequency hereinafter described, in order to achieve the desired effects of a safe, clean, and aesthetically acceptable public parking.

<u>Description</u>	<u>Schedule</u>
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Sidewalk Maintenance:

Snow Removal	As Needed
Ice Melt Product Application	Daily (in Freezing Temperatures)

Please see Attachment A of map for snow removal.

Fountain Maintenance

Electrical	As Needed
Water	As Needed
Plumbing	As Needed
Cleaning and Disinfecting	Weekly
Winterization	Annually
Spring Start-up	Annually

Turf Maintenance

Irrigation	Daily
Mowing and Trimming	Weekly
Fertilization	Semi-Annually
Herbicide Application	As Needed

Description **Schedule**

Shrub Bed Maintenance

Irrigation	Daily
Weeding	Weekly
Pruning, replacements	As Needed
Fertilization	Annually

Tree Maintenance

Irrigation	Daily
Weeding	Weekly
Pruning, replacements	As Needed

Irrigation Winterization and Spring Start Up	Semi-annually
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Christmas Decor Installation and Removal	Annually
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Banner Installation and Removal	As Needed
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Flower Pot Irrigation	Daily (Spring, Summer)
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PARKING GARAGE

Nampa will provide the following services to NDC for the garage at the frequency described, with City staff properly trained at performing in-house maintenance. The normal hours of service of the garage are from 6:00 a.m. - 11:00 p.m. on Mondays through Saturdays, and from 9:00 a.m. - 7:00 p.m. on Sundays. At Nampa's option, it may provide these services during or after normal hours of service, or more often than the frequency hereinafter described, in order to achieve the desired effects of a safe, clean, and aesthetically acceptable public parking garage,

CLEANING

<u>Description</u>	<u>Schedule</u>
Bathrooms	Daily
Sweeping	Weekly
Trash	Daily
Elevator - floors	Weekly
Elevator- Walls, windows	Semi-Annually
Stair - Floors	Monthly
Stair- Windows	Monthly
Lobby, Office-floors	Weekly
Lobby, Office-windows	Monthly
Wash Parking Floors	Semi-Annually
Parking Control Equipment	Semi-Monthly

DOORS & HARDWARE

<u>Description</u>	<u>Schedule</u>
Door close and latch properly	Weekly
Mechanized doors working properly	Weekly
Panic Hardware at security doors working properly	Weekly
Lubricate mechanized doors	Semi-Annually

ELECTRICAL SYSTEM

<u>Description</u>	<u>Schedule</u>
Check light fixtures	Monthly
Re-lamp fixtures	Monthly
Distribution panels	Annually

ELEVATORS

<u>Description</u>	<u>Schedule</u>
Check for normal operation	Weekly
Check of indicators & other lights	Weekly
Preventative Maintenance Service	Weekly
Also see cleaning above	

HVAC

<u>Description</u>	<u>Schedule</u>
Check for proper operation	Annually
Check ventilation in enclosed spaces	Weekly
Preventative maintenance service	According to Equipment Manufacturer

PAINTING

<u>Description</u>	<u>Schedule</u>
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Check of rust spots (doors & frames)	Annually
Check for rush spots (handrails & guardrails)	Annually
Check for rusts spots (pipe guards, exposed pipes Conduit, other metal)	Annually
Check for appearance of striping	Annually
Check for appearance of signage	Annually
Check for appearance of walls	Annually
Check of appearance of curbs	Semi-annually
Touch-up paint	Annually
Re-paint	As Needed

PARKING CONTROL EQUIPMENT

<u>Description</u>	<u>Schedule</u>
Check for proper operation	Preventative
Maintenance	Weekly

PLUMBING SYSTEMS

<u>Description</u>	<u>Schedule</u>
Operation of floor drains	Bi-Weekly
Operation of sump pumps	Monthly
Operation of Fire Protection Systems	Quarterly
Drain systems for winder	Annually

ROOFING AND WATERPROOFING

<u>Description</u>	<u>Schedule</u>
Check for roof leaks	Semi-Annually
Check for leak at join sealant in floors	Semi-Annually
Check for leaks at expansion joints	Semi-Annually
Check for leaks at windows, doors, walls	Semi-Annually
Check for leaks at floor membrane areas	Semi-Annually
Check for deterioration	Annually

SAFETY CHECKS

<u>Description</u>	<u>Schedule</u>
Carbon Monoxide monitor	Weekly
Handrails & Guardrails	Quarterly
Exit Lights	Bi-Weekly
Emergency Lights	Bi-Weekly
Tripping Hazards	Bi-Weekly

SECURITY SYSTEM

<u>Description</u>	<u>Schedule</u>
Proper operation of closed-circuit TV	Weekly
Proper operation of Audio surveillance	Weekly
Proper operation of panic buttons	Monthly
Proper operation of stair door alarms	Weekly

SIGNS (GRAPHICS)

<u>Description</u>	<u>Schedule</u>
Verify signs are in place	Weekly
Verify signs are clean	Quarterly
Verify signs are visible	Weekly
Verify signs are Legible	Annually
Verify signs are Illuminated	Annually

SNOW & ICE CONTROL

<u>Description</u>	<u>Schedule</u>
Check for icy spots (in season)	Daily/Monthly
Remove snow and ice (as required)	Daily/Monthly

STRUCTURAL SYSTEM

<u>Description</u>	<u>Schedule</u>
Check for floor surface deterioration	Annually
Check for water leakage	Annually
Check for cracking of concrete	Annually
Check for rust of structural steel	Annually
Replace protective concrete floor coating	According to Manuf.

Customer Service Support

<u>Description</u>	<u>Schedule</u>
Provide customer support for accesses to garage	As Needed
Refill Parking tickets in ticket machines	As Needed

Nampa shall have unrestricted access to the garage for purposes of fulfilling its obligations under this Agreement.

Service Contract/Warranty. Nampa acknowledges that for the equipment or materials in the garage covered under a service contract for regular preventative maintenance service and emergency service or covered by warranty, Nampa will inspect and/or examine the equipment or materials pursuant

to the schedule set forth in this paragraph and will advise NDC to contact its service contract or warranty provider when maintenance, repair or emergency service is required. This obligation shall to be a warranty by Nampa of any such equipment or materials.

No Service Contract/Warranty. For the equipment or materials in the garage that are not covered under a service contract or by warranty, Nampa agrees that its employees tasked to provide such maintenance and repair will be specially trained and licensed/certified to provide the required service and that the equipment/material manufacturer's recommendations for inspection and preventative maintenance will be followed. This obligation shall to be a warranty by Nampa of any such equipment or materials.

ADMINISTRATION OF THE NAMPA DEVELOPMENT CORPORATION

Nampa will provide the following services to NDC for the Administration of NDC. The normal business hours are from 8:00 a.m. - 5:00 p.m. on Mondays through Fridays. At Nampa's option, it may provide these services during or after normal hours of service, or more often than the frequency hereinafter described.

- Provide a Secretary to the Board of Commissioners who will be responsible to establish the meeting agendas in coordination with the NDC Chair, post agendas, take meeting minutes and assist in compliance with all Open Meeting Law requirements.
- Provide staffing from the Economic Development Department for administrative services for the NDC.
- Work in coordination with Third Party Accounting and Bond Trustee to oversee the financials of the organization. This work will include the processing of accounts payable, accounts receivable, and cash receipts, including collecting and processing hourly and permit revenue generated by the Parking Garage.
- Oversee permit agreements and customer service for permit parking for the Garage.
- Management and oversight of the Common Area Maintenance agreement and operations of Library Square in conjunction with the representatives of the privately-owned parcels, Nampa Library, and any tenants.
- Provide revenue projections and draft budgets for Board consideration on an annual basis.
- Meet all state code requirements for budget approval and filing.
- Draft and finalize all annual reports as required by state code for approval by the NDC Board of Commissioners. File appropriate documents with regulatory agencies.
- Provide timely reporting for all bond document requirements identified in the Bond Purchase Sale Agreements for the 2020A and 2020B series.
- Respond to public record requests and meet all public record and open meeting law requirements including the appropriate storage and retention of public records.
- Provide ongoing project management for any NDC funded activities.

1. **PROCUREMENT OF OUTSOURCED SERVICES:** Nampa agrees to procure, at its own expense, and manage outsourced services required to perform Nampa's responsibilities under this Agreement.
2. **BUDGET REPORTING:** Nampa agrees to provide budget reporting to NDC at such times as may be requested.
3. **SPACE PROVIDED:** NDC agrees to provide to Nampa, at no additional cost, an office space in

the public parking garage together with a storage area with a roll updoor.

4. **SUPPLIES:** Throughout the term of this Agreement and all renewals, Nampa shall provide, at its own cost and expense, such cleaning supplies and equipment, can liners, paper and soap products, etc., required by Nampa to properly perform its cleaning and maintenance services under this Agreement.
5. **NATIONAL PARKING ASSOCIATION FACILITIES:** Nampa agrees to perform its obligations under this Agreement according to the guidelines of the National Parking Association.
6. **LIABILITY INSURANCE:** Each party, at their respective sole cost and expense, shall maintain a comprehensive liability insurance policy covering the garage during the term of this Agreement in an amount not less than the limits set forth in the Idaho Tort Claims Act.
7. **DEFAULT:** Time and punctuality are of the essence and a material part of this Agreement.
 - a. If default be made by NDC in payment of the amounts due hereunder to Nampa when the same shall become due or if default be made by either party in keeping, performing or observing any of the other covenants or agreements herein contained, the non-defaulting party shall give notice thereof to the defaulting party in what respect it has failed to comply with the terms and conditions of this Agreement. In the event the defaulting party shall fail to cure the default within thirty (30) days from the completion of notice as hereinafter provided, then the non-defaulting party may pursue all legal remedies available to it by law including, but not limited to, the immediate termination of this Agreement, or the enforcement hereof, or an action for unlawful detainer. The remedies provided herein for default shall be considered as optional remedies and not as a waiver of any rights or remedies that either party could otherwise have at law or in equity to enforce the performance of this Agreement, or to recover damages for breach thereof.

NOTICE: Notification as provided herein shall be deemed completed at the time the notice is postmarked by certified mail at the following address of that party:

“NAMPA”
City of Nampa
500 12th Ave S
Nampa, ID 83651
Attention: Economic Development

“NDC”
Nampa Development Corporation
500 12th Ave S
Nampa, ID 83651
Attention: Economic Development

ENTIRE MOU: The parties agree that this MOU constitutes the entire MOU between the parties hereto.

1. **ATTORNEY FEES:** In the event an action is brought to enforce any of the terms or provisions of this MOU, or enforce forfeiture thereof for default thereof by either of the parties hereto, the successful party to such action or collection shall be entitled to recover from the losing party a reasonable attorney fee, together with such other costs as may be authorized by law.
2. **SEVERABILITY:** In the event any of the provisions of this MOU shall be deemed illegal or unenforceable, such determination shall not operate to invalidate any of the remaining provisions of this MOU.
3. **HEADINGS:** The bolded paragraph headings are for convenience only and are not a part of this MOU and shall not be used in interpreting or construing this MOU.
4. **SITUS:** This MOU is established under the laws of the State of Idaho, and all questions concerning its validity and construction shall be determined under such laws.
5. **BINDING EFFECT:** The provisions and stipulations of this MOU shall inure to and bind the assigns and successors in interest of the parties hereto.
6. **ENTITY AUTHORITY:** Each individual executing this MOU on behalf of an entity represents and warrants that he or she is duly authorized to execute and deliver this MOU on behalf of said entity in accordance with duly adopted organizational documents or MOUs and if appropriate a resolution of the entity, and that this MOU is binding upon said entity in accordance with its terms.

IN WITNESS WHEREOF, the parties do execute this MOU the day and year first above written.

“Nampa”
CITY OF NAMPA

By: _____

Date: _____

“NDC”
NAMPA DEVELOPMENT CORPORATION

By: _____

Date: _____

Attachment A

