

**MEMORANDUM OF UNDERSTANDING
STATE STREET/IDAHO 44 TRANSIT CORRIDOR
IMPLEMENTATION COORDINATION**

**Between
ADA COUNTY
ADA COUNTY HIGHWAY DISTRICT
CAPITAL CITY DEVELOPMENT CORPORATION
CITY OF BOISE
CITY OF EAGLE
CITY OF GARDEN CITY
COMMUNITY PLANNING ASSOCIATION OF SOUTHWEST IDAHO
IDAHO TRANSPORTATION DEPARTMENT
VALLEY REGIONAL TRANSIT**

This Memorandum of Understanding (“MOU”) is entered into this ____ day of _____, ~~2021~~2024, by and between Ada County, Ada County Highway District, Capital City Development Corporation, City of Boise, City of Eagle, City of Garden City, Community Planning Association of Southwest Idaho, Idaho Transportation Department, and Valley Regional Transit. Collectively, these entities are referred to herein as “Agencies” or individually as “Agency.”

BACKGROUND

The State Street and State Street/Idaho 44 Corridor (the “Corridor”) is identified in the regional long-range transportation plan, *Communities in Motion*–~~2050~~2040–2.0, as a regionally significant corridor with a strong transit emphasis. The Corridor is divided into three segments: Downtown Boise to Whitewater; Whitewater to Glenwood; and Glenwood to Highway 16.

The Agencies have worked collectively toward the vision of State Street as a designated transit corridor defined in 2004 in the State Street Corridor Strategic Plan Study. Building upon the original vision, the State Street Transit and Traffic Operations Plan (TTOP) completed in 2011 outlined near, medium and long-term planning and implementation for transit, traffic, and land use. Additional studies and projects are underway.

The original State Street Corridor Implementation Agency MOU (the “Original MOU”) was executed in January 2006 and was updated every five-years by the Agencies with the current MOU expiring on December 31, ~~2021~~–2026. The primary purpose of this document is to ensure the Agencies, which are parties to this MOU, continue their cooperation and collaborative efforts in support of the long-range transit vision of the Corridor.

1. PURPOSE; TERM; DEFINITIONS.

- A. This MOU does not require the signing Agencies to make any financial commitments or appropriations of specific funds. The parties to this MOU agree that failure of any party to appropriate or otherwise commit to fund any of the activities described herein will not be deemed a violation of this MOU, and no party shall have any legal recourse against another party's failure to make such financial commitments or expenditures.
- B. The purpose of this MOU is to set forth process for coordinating planning and projects for the Corridor, and to delineate roles and responsibilities of agencies to support the coordination.
- C. The term of this MOU shall be five (5) years, and will begin January 1, 2022 and expire December 31, 2026.
- D. Definitions used herein shall have the meaning ascribed to them in **Attachment 1**.

2. AGENCY ROLES AND RESPONSIBILITIES.

Each party to this MOU agrees to assign one member each to the Executive Team and the Technical Team. Each Agency to this MOU agrees to apply its best efforts to contribute support to the activities mentioned or implied in the Procedures and Implementation of this MOU section within the limits of available funds and resources. Specific assignments will be determined when each activity is funded and a work plan is prepared.

- A. The key functions of the Executive Team are:
 - Collaborate and align efforts among corridor partners.
 - Identify barriers and challenges and propose solutions or steps for resolutions to coordination affecting corridor development and project implementation.
 - Provide leadership and guidance to support the coordination of the technical work provided by the partners' staffs.
 - Review technical information relevant to policy concerns.
 - Coordinate work efforts and, when possible and appropriate, funding amongst partner organizations to support reviews, updates, and the implementation of the annual work plan.
- B. The key functions of the Technical Team are:
 - Provide and maintain data supporting the performance measurement system
 - Complete technical tasks as assigned by Executive Team
 - Participate in project teams and provide technical support on corridor activities and projects.
 - Produce recommendations and progress reports as assigned
 - Produce an Annual Report

3. ANNUAL REPORT AND WORK PLAN.

The Agencies will establish a performance measurement system, including baseline

data before the end of the first year of the MOU. The Goals and Objectives defined in **Attachment 2** establishes the foundation for the performance system.

The Technical Team will produce an annual report including: Measures and Outcomes Progress Report; Inventory of investments and completed projects from the previous year; and recommendations for corridor activities. The Agencies will consider any adjustments to metrics and outcomes on an annual basis by consensus of the Agencies.

The Executive Team is responsible to review Annual Report and establish an Annual State Street Corridor Coordinated Work Plan. The work plan will include: scope, deliverables, schedule and responsible agencies for completing each of the agreed upon activities.

4. FISCAL RESPONSIBILITIES.

Subject to Article 1(A) herein, it is anticipated that each party to this MOU will use its best efforts to take advantage of funding opportunities and pursue funding to execute the activities referenced in this MOU.

In order to facilitate multi-year projects and provide for funding priority, each Agency will support the execution of the Annual Work Plan described herein to the best of their abilities.

The Corridor is integrated into the region's long-range transportation plan ("Communities in Motion") and local Comprehensive Plans. The parties agree to apply for funds in the appropriate Capital Improvement Plan, Transportation Improvement Plan ("TIP"), and other outside funding in an effort to obtain the necessary funding to execute the projects on or before the MOU schedule. Interagency agreements will be considered, as appropriate, to support the implementation of future projects.

5. PROCEDURES AND IMPLEMENTATION OF THIS MOU.

All parties to this MOU agree that the following activities are essential to the success of the State Street Project implementation and will participate in the execution of these activities:

- A. Program Coordination.** The Agencies acknowledge that program coordination is needed to ensure the Agencies are working closely together to achieve common project goals and objectives.
- B. Periodic Meetings.** The Agencies will continue to participate in periodic meetings as described above.
- C. Annual Status Report.** An annual MOU status report as described in Article 2(B) shall be made available to policy makers of all parties to this MOU as part of regular updates.
- D. Coordination with Other Studies.** The Agencies will continue to coordinate to implement ongoing and future studies. It is anticipated this coordination will both make adjustments to the direction of the Corridor implementation and have an impact on the other studies to better incorporate the goals and objectives of the State Street Corridor Program.

E. Initial Steps Following Execution of this MOU. The Agencies agree to immediately begin the following initial activities upon signing the MOU:

1. Develop a list of agreed upon projects to support building out the corridor.
2. Begin to pursue funding for the agreed upon projects and program these projects in the annual TIP and in the participating Agencies' annual budgets as feasible.
3. Complete Performance Measurement System with baseline data.
4. Prepare Annual Corridor Work Plan, with full participation from appropriate agencies, to support the activities described within and coordinate timing and implementation of specific activities.

6. LIMITATIONS.

Nothing in this MOU between the Agencies shall be construed as limiting or expanding the statutory or regulatory responsibilities of any involved individual in performing functions granted to them by law; or as requiring either entity to expend any sum in excess of its respective appropriation. Each and every provision of this MOU is subject to the laws and regulations of the state of Idaho and of the United States.

Nothing in this MOU shall be construed as expanding the liability of either party. In the event of a liability claim, each party shall defend their own interests. Neither party shall be required to provide indemnification of the other party.

7. EFFECTIVE DATE.

This MOU shall become effective upon the last signature date among the Agencies.

8. METHOD OF TERMINATION.

This MOU shall remain in force unless formally terminated by any Agency after thirty (30) days written notice to all of the other Agencies.

9. AMENDMENTS.

Amendments to this MOU shall become effective upon mutual agreement and written approval by all Agencies.

[This Memorandum of Understanding \(“MOU”\) is entered into this _____ day of _____, 2024, is an amendment to adopt and recognize revisions to the State Street Traffic and Transit Operational Plan through an Addenda found in Attachment 3:](#)

[Attachment 3: State Street Traffic & Transit Operational Plan: TTOP Addenda](#)

End of MOU – Signatures Appear on Following Page

WHEREFORE, the Parties have hereunto fixed their signatures as indicated below.

Chairman
Board of Ada County Commissioners
Date: _____

President
Ada County Highway District
Date: _____

John Brunelle
Executive Director
Capital City Development Corporation
Date: _____

Lauren McLean
Mayor, City of Boise
Date: _____

~~Brad Pike~~ ~~Jason Pierce~~
Mayor, City of Eagle
Date: _____

John Evans
Mayor, City of Garden City
Date: _____

~~Craig Raborn, AICP~~ ~~Matthew J. Stoll~~
Executive Director, COMPASS
Date: _____

~~Jason Brinkman~~ ~~Caleb Lakey~~
District 3 Engineer
Idaho Transportation Department
Date: _____

~~Elaine Clegg~~ ~~Kelli Badesheim~~
~~CEO~~ ~~Executive Director~~, Valley Regional Transit
Date: _____

Attachment 1: DEFINITIONS.

The following words and phrases when used in this MOU shall have the meanings respectively given herein.

“State Street/Idaho 44 Corridor” (sometimes referred to herein as the **“Corridor”**) defines the portion of State Street from Main Street Station west to Idaho 16 – with the State Street Corridor west of Glenwood Boulevard to Idaho 16 being designated Idaho 44.

“State Street Project” for purposes of this MOU shall mean a coordinated effort by the Agencies to implement various steps to transform State Street/Idaho 44 Corridor into an integrated high capacity transit corridor. This integration requires the implementation of land use policies, roadway and multi-modal improvements, and significant enhancements to the transit system.

“State Street Corridor Strategic Plan Study” (referred to herein as the **“Study”**) refers to the Study sponsored by ACHD and Boise City, and prepared by Meyer, Mohaddes Associates, dated February 2004, that defines State Street’s future vision as a transit corridor.

“State Street Transit and Traffic Operational Plan” (“TTOP”), describes the components to achieve an integrated corridor concept which incorporates multimodal infrastructure, a high-capacity transit system, and transit oriented development.

“Communities in Motion” (“CIM”) is the regional long-range transportation plan adopted by the COMPASS Board of Directors. The most recent update, *Communities in Motion 2040 2.0*, was adopted on December 17, 2018.

“Transportation Improvement Program” (“TIP”) is the regionally approved and fiscally constrained 5-year Program listing transportation projects programmed for the Treasure Valley region. The TIP identifies the Agency responsible for funding the approved projects, with associated funding by year. Potential future projects that are unfunded or scheduled are identified in a category called “Preliminary Development.”

“State Street Right-of-Way and Alignment Study” refers to a project that has preliminarily defined the alignment of the 120 foot cross section needed to implement the Corridor, and the extent and location of the right-of-way required to achieve the complete cross section from 23rd Street west to Glenwood Street. While not formally adopted, this information will be used to preserve the needed right-of-way, assist the land use agencies in making land use and development decisions, and eventually purchase the needed land as part of individual implementation projects.

Attachment 2: State Street Corridor Collaboration Goals and Objectives

Goals:

1. Maximize the movement of **people** within the physical constraints of corridor
2. Minimize the **cost** of travel in the corridor (including person delay, reliability, household costs spent on transportation, etc.)
3. Support the development of vibrant, livable **communities** thus enabling the mobility of residents of all abilities, maximizing the development opportunities along the corridor, and facilitating the development of high-quality public spaces.

Objectives:

- A. Establish measurable criteria that support the vision of the goal statement
- B. Establish processes for coordination of activities scheduled to occur as the corridor is developed.
- C. Address concerns and policy questions that address concerns emerging from the implementation and review of the TTOP.
- D. Establish processes for engaging governing bodies of the organizations that lead to effective collaboration in the corridor's development.
- E. Make decisions that optimize existing investments in the corridor.

| Attachment 3: State Street Traffic & Transit Operations Plan: TTOP Addenda