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October 27, 2014

Deborah Bishop
City of Nampa
411 3rd St.
Nampa, ID 83651

Re: *Ford Idaho Center/ BSU matter*

Dear Debbie:

Enclosed you will find an original *Interim Settlement Agreement* which has been fully executed by the City and Boise State University. As you know, this agreement documents the negotiated understanding between Nampa and Boise State University for use of the Ford Idaho Center during the 2014-2015 indoor track season. Please keep this contract with the City's permanent files.

As always, if you have any questions, please not hesitate contact me.

Very truly yours,

HAMILTON, MICHAELSON & HILTY, LLP

MARK HILTY

MH/md
Enclosure

cc: Mayor Henry via email without enclosure

INTERIM SETTLEMENT AGREEMENT

This Interim Settlement Agreement (“Agreement”), is made effective and entered into this 7 day of OCT-, 2014 (“Effective Date”), by and between Boise State University (“Boise State”), an Idaho institution of higher education, and the City of Nampa, an Idaho municipal corporation located in Canyon County, Idaho (“City”). At times in this Agreement Boise State and City are referred to as “Party” and jointly as “Parties.”

SECTION I RECITALS

1.1 City owns a multi-purpose public event facility located within its corporate limits known as the Ford Idaho Center; and

1.2 Since about 2002 Boise State has used a portion, or portions, of the Ford Idaho Center as the venue for its collegiate indoor track program, including without limitation competitions and practices; and

1.3 A Memorandum of Understanding and Agreement dated April 19, 2002 (“MOU”) relates to such use; and

1.4 Disputes and differences have arisen between the Parties concerning the MOU and Boise State’s continued use of the Ford Idaho Center; and

1.5 The Parties have reached an interim resolution of their disputes and differences concerning the 2014-2015 indoor track season (“2014-2015 season”).

SECTION II TERMS AND CONDITIONS

In consideration for the mutual covenants contained herein, and for other good and valuable consideration, the receipt of which is acknowledged by each Party, the Parties to this Agreement agree as follows:

2.1 The 2014-2015 Indoor Track Season. Subject to the terms of this Agreement, the Parties agree that Boise State shall use the Ford Idaho Center for the 2014-2015 season in substantially the same fashion as it was used under the MOU for the 2013-2014 indoor track season.

2.2 Cost Sharing and Revenue. For the 2014-2015 season, the Parties agree to share equally the net costs and expenses incurred by the City in performing its obligations under the MOU in substantially the same fashion as the same were performed for the 2013-2014 indoor track season. City shall provide the services and pay all expenses as the same become due. At the conclusion of the 2014-2015 season, City shall provide Boise State with a documented accounting of net costs and expenses incurred and Boise State shall reimburse City for one half (1/2) of the total. Neither Party will be obligated to pay for a scoreboard or marketing fees as contemplated

by Section 9 of the MOU during the 2014-2015 season. Any revenue generated by the 2014-2015 season events shall be retained or divided by the Parties as set forth in the MOU.

2.3 Preservation of Claims. The Parties intend this Agreement to be a resolution of their dispute for purposes of the 2014-2015 indoor track season only. Therefore, apart from the 2014-2015 season, the Parties specifically do not waive or relinquish any legal claims concerning this matter, the MOU or the dispute between them concerning use of the Ford Idaho Center generally. This Agreement shall not be construed as or deemed an admission of any kind by either Party in any subsequent proceeding or action related to the MOU.

2.4 Advice of Counsel. The Parties represent and warrant that they have read this Agreement in its entirety and understand and voluntarily accept its terms. The Parties further warrant that they each have had the opportunity to receive independent legal advice from their attorneys with respect to the advisability of making the settlement provided for in this Agreement and with respect to the advisability of executing this Agreement.

2.5 Cooperative Preparation of Agreement. The Parties agree and warrant that each party has cooperated in the drafting and preparation of this Agreement and that in any construction to be made of this Agreement, the same shall not be construed against either Party.

2.6 Applicable Law; Jurisdiction and Venue. The Parties agree and warrant that this Agreement shall be deemed to have been executed and delivered within the State of Idaho, and the rights and obligations of the parties hereto shall be construed and enforced with, and governed by, the laws of the State of Idaho. Any action to enforce this Agreement, and this Agreement alone, shall be brought in the Third Judicial District of the State of Idaho, for Canyon County.

2.7 Headings and Titles. The Parties agree and warrant that all headings and titles and subheadings and subtitles herein are inserted as a matter of convenience and reference only. They in no way define, limit, extend or describe the scope or intent of this Agreement.


2.8 Costs and Attorneys' Fees. Should it become necessary for either Party to file suit in connection with efforts to enforce the provisions of this Agreement, the prevailing party in such suit shall be entitled to reimbursement for its reasonable costs and reasonable attorney fees from the non-prevailing party. The Parties further agree that each Party shall be responsible for paying its own attorney fees, costs and expenses incurred by such Party in connection with the preparation of this Agreement.

2.9 Specific Performance. This Agreement may be enforced by specific performance.

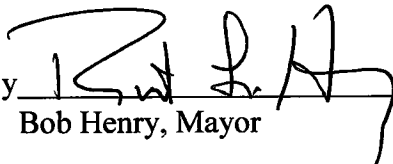
2.10 Existence and Authority. The Parties, and the undersigned, warrant, each to the other, that they have the necessary power and authority to execute and deliver this Agreement and to perform the obligations to be performed by them. The execution, delivery and performance of this Agreement by them has been duly authorized by all necessary organizational and corporate action. This Agreement shall, upon execution and delivery, constitute the legal, valid and binding obligations of the Parties, enforceable in accordance with its terms.

DATED this _____ day of _____, 2014.

BOISE STATE UNIVERSITY

By 
Its VPFA

CITY OF NAMPA, IDAHO

By 
Bob Henry, Mayor

Attest:


City Clerk