

**LICENSE AGREEMENT FOR MERIDIAN POLICE DEPARTMENT  
K9 TRAINING AT ADA COUNTY WEED, PEST AND MOSQUITO ABATEMENT**

This LICENSE AGREEMENT FOR K9 TACTICAL TRAINING (“Agreement”) is made and entered into this \_\_\_ day of \_\_\_\_\_, 2021, by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho (“City”) and Ada County Weed, Pest and Mosquito Abatement, by and through the Board of Commissioners of Ada County, a county organized under the laws of the State of Idaho (“Licensor”).

**WHEREAS**, in order to ensure force readiness, the Meridian Police Department regularly conducts training for canine patrol officers and units;

**WHEREAS**, in order to promote productive relationships with local proprietors, as well as to provide new training environments for the dogs and their trainers necessary for preparedness in the event of need, the Meridian Police Department desires to conduct these trainings at various locations in Meridian;

**WHEREAS**, the cooperation of local proprietors ensures both that police units prepared for performance in unexpected, new environments, and that police officers are familiar with local buildings should police assistance be needed at such locations;

**NOW, THEREFORE**, in consideration of the mutual promises and covenants herein contained, City and Licensor agree as follows:

- I. License granted.** Licensor hereby grants to City a non-exclusive license to utilize the indoor and outdoor facilities of Licensor’s property, the Ada County Weed, Pest and Mosquito Abatement facility, at 975 E. Pine Avenue, Meridian, ID, 83642 (hereinafter “Premises”) for the purposes and in the manner set forth in this Agreement.
- II. Use of Location.** City’s use and occupancy of the Premises shall be limited to periodic tactical training by Meridian Police Department full-time, active duty officers and their canine units (the “Permitted Use”), during Licensor’s non-business hours, at times mutually agreeable to City and Licensor, to be determined at least one week in advance by City and Licensor.
  - A. Temporary right to exclude.** City shall have the right to exclude Licensor’s personnel from the Premises during the course of training sessions.
  - B. Temporary right of entry.** City’s active duty police and canine officers shall be authorized to enter the Premises and all unlocked areas for the limited purpose of the Permitted Use only. Licensor’s local operations team and City shall mutually agree in advance of each training session to which areas of the Premises shall be accessible to City’s officers.
  - C. Reasonable use.** City shall use the Premises only for the Permitted Use. If City or its employees damage the Premises in any manner, City shall reimburse Licensor for the

cost of all necessary repairs and/or replacement, pursuant to the provisions of the Idaho tort claims act, Idaho Code §§ 6-901 *et seq.* City will ensure that the Premises is left the way it was found at the beginning of each training session.

D. **Insurance.** City will maintain general liability insurance to cover relevant expenses incurred during the course of any training session.

**III. Term of license.** The term of this Agreement shall be from November 1, 2021 through 11:59 p.m. on October 31, 2022, unless earlier terminated by either party. This license shall automatically be renewed from month to month thereafter unless written notice of termination is given by either party to the other in the manner set forth herein.

**IV. General provisions.**

A. **Acceptance as is.** City has inspected the Premises and does hereby accept the Premises as being in good and satisfactory order, condition, and repair. It is understood and agreed that Licensor makes no warranty or promise as to the condition, safety, usefulness or habitability of the Premises, and City accepts the Premises for use on an “as is, where-is” basis.

B. **No agency.** It is understood and agreed that City shall not be considered an agent of Licensor in any manner or for any purpose whatsoever in City’s use of Premises. Neither Licensor nor any officer, employee or agent thereof shall be deemed an employee of City. Licensor shall have no authority or responsibility to exercise any rights or power vested in City. Subject to the recognition that they be full-time, active duty police officers, the selection and designation of the personnel of City in the performance of this Agreement shall be made by City.

C. **Breach; cure; termination.** If either party is in breach or default of any of the terms, covenants or conditions of this Agreement, and fails or refuses to cure such breach or default within seven (7) days’ written notice thereof, or if either party determines that termination is in its best interest, this Agreement, and all rights conveyed thereby, shall be terminated and forfeited by providing seven (7) days’ written notice.

D. **Notices.** All notices to be provided under this Agreement shall be in writing and sent by U.S. Mail, addressed as follows:

If to City:  
Meridian Police Department  
1401 atertower Street  
Meridian, Idaho 83642

If to Licensor:  
Ada County Treasurer’s Office  
200 W. Front Street  
Boise, Idaho 83702

E. **Governing board approval required.** This agreement shall not be effective until it is approved by the respective parties’ governing boards.

F. **Severability.** If any provision of this Agreement is held invalid, this Agreement shall automatically terminate.

G. **Entire agreement.** This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

**IN WITNESS WHEREOF**, the parties shall cause this Agreement to be executed by their duly authorized officers on the day and year first above written.

**LICENSOR:** **Board of Ada County Commissioners**

By: \_\_\_\_\_  
Rod Beck, Commissioner

By: \_\_\_\_\_  
Ryan Davidson, Commissioner

By: \_\_\_\_\_  
Kendra Kenyon, Commissioner

Attest:

\_\_\_\_\_  
Phil McGrane, Ada County Clerk

**CITY OF MERIDIAN:**

Attest:

BY: \_\_\_\_\_  
Robert E. Simison, Mayor

\_\_\_\_\_  
Chris Johnson, City Clerk