

**REVOCABLE LICENSE FOR THE
INSTALLATION OF CAMERAS BY CITY OF MERIDIAN
ON ADA COUNTY HIGHWAY DISTRICT PROPERTY**

The **Ada County Highway District**, (“ACHD”), grants to the **City of Meridian** (“City”), a revocable license for the Meridian Police Department (“MPD”) and/or MPD’s contractors or assigns to place roadway monitoring and vehicle detection cameras on ACHD structures.

WITNESSETH:

For the term and uses, and on the terms and conditions hereinafter set forth, ACHD does hereby grant to City a revocable license on certain ACHD structures.

This license is made on the following terms:

1. ACHD responsibilities.

- a. *Installation.* The locations noted in Exhibit A, attached hereto and incorporated herein, are considered approved under this license. Approval for additional cameras must be obtained by MPD from ACHD prior to the installation of any cameras. MPD will submit requests for additional cameras to ACHD and each approval may include multiple locations. ACHD shall review such requests from the MPD within fourteen (14) days and notify the MPD of its decision in writing.
- b. *Electrical service.* ACHD prefers MPD connect the LPR cameras to a City metered electrical power source as the primary option. ACHD may permit MPD to connect equipment to an ACHD metered electrical power sources, such as a traffic signal controller cabinet if no City electrical power sources are available.
- c. *Notice of Intentional Movement or Redirection.* If, for any reason, a camera or cameras are intentionally moved or redirected by ACHD, ACHD shall notify MPD within twenty-four (24) hours.

2. MPD responsibilities.

- a. *Installation design.* MPD shall prepare installation and cable routing details for the proposed equipment locations. MPD shall also request approval to ACHD for review and approval of any additional locations not listed in Exhibit A in accordance with the process found in Section 1.a above.
- b. *Installation, operation, maintenance, replacement, and removal.* MPD shall be solely responsible for the costs of any installation, operation, maintenance, replacement, and removal of the cameras and camera associated equipment.
- c. *Electrical service.* MPD shall, if a LPR camera is not connected to a City electrical power source, be responsible for paying on-going electrical service costs for their

cameras at each location in accordance with the calculated rates as determined by Idaho Power. MPD is responsible for obtaining power cost calculations from Idaho Power and providing those calculations to ACHD. ACHD will invoice MPD based on the provided power cost calculations.

- d. *Equipment communications.* MPD shall be responsible for establishing and maintaining on-going communications between the equipment and MPD systems and paying the corresponding costs. The equipment installed under this License will be connected to systems operated by the MPD.
- e. *Public Records requests.* MPD shall address all public records requests pertaining to the equipment. Any record that the cameras or equipment generate are not the property of ACHD.

3. **Notices.** Notices required or contemplated under this License shall be in writing and mailed or hand delivered to the respective parties at the following addresses, or such other addresses as the parties hereto may, by notice, designate in writing to each other:

MPD: Meridian Police Department
Attn: Captain Berle Stokes
Address: 1401 E. Watertower Drive, Meridian, ID 83642
Email: bstokes@meridiancity.org
Phone: 208-846-7355
Fax: 208-846-7366

ACHD: Ada County Highway District
Attention: Greg Fullerton
Address: 3700 Adams Street, Garden City, ID 83714
Email: gfullerton@achdidaho.org
Phone: 208-387-6192
Fax: 208-387-6393

4. **Administrator.** The administrator of this license for City is the Captain of the MPD. MPD shall notify ACHD in writing when the administrator has changed. The administrator for ACHD is Greg Fullerton, Superintendent, Traffic Operations, Development and Technical Services. ACHD shall notify MPD in writing when the administrator has changed.
5. **Term.** This license shall remain in full force and effect until September 30, 2025, and thereafter shall automatically renew for successive annual terms (October 1 through September 30) unless terminated by either party as provided herein.
6. **Termination.** Either party may, in their sole discretion, terminate this License for any reason or no reason by providing at least 30 days' prior written notice to the other party.
7. **Duties upon termination.**

- a. *MPD's duties.* Upon expiration or termination of this License, MPD shall do the following within 90 calendar days:
 - 1) Remove MPD's equipment from ACHD's structures;
 - 2) Pay to ACHD a pro-rata share of the electrical cost payment;
 - 3) Certify in writing to ACHD that it has complied with the requirements of this section.
 - b. *ACHD's duties.* Upon expiration or termination – for any reason – of this License, ACHD shall provide reasonable cooperation and assistance to MPD in removing MPD's equipment from ACHD's structures.
8. **Responsibility for damages.** Parties shall retain all of their immunities and protections under the Idaho Tort Claims Act (I.C. Section 6-901 et seq.) regarding the terms of this License and any claims brought against either Party. Nothing in this License shall be construed as limiting or expanding the statutory or regulatory responsibilities of either party in performing the functions granted to them by law, or as requiring either party to expend any sum in excess of its respective appropriation.
9. **No Warranty; Assumption of Liability; Personal Liability; Limitation of Liability; Indemnification**
 - a. *No warranty.* ACHD makes no warranty or representation to MPD of any kind, express or implied, regarding the suitability of or compliance with any applicable laws by ACHD's structures, or any portion thereof, for any aspect of the use that MPD expects or intends to make of ACHD's structures. MPD has made an adequate investigation and inspection of ACHD's structures, has made its own determination regarding their suitability for MPD's proposed use, and is satisfied with the condition, fitness, and order thereof. MPD agrees that it will be using ACHD's structures "AS IS," "WHERE IS," and "WITH ANY AND ALL FAULTS." ACHD waives any claims against MPD for defects in ACHD's structures, including latent defects. Installation of the equipment onto ACHD's structures by MPD shall be conclusive that ACHD's structures were in good repair and satisfactory condition, fitness, and order when such installation occurred.
 - b. *Assumption of liability.* The parties are responsible only for the acts, omissions, or negligence (collectively, "acts") of such party's own employees, officials, representatives, or agents (collectively, "agents"). The parties assume no liability for the acts of the other party or the other party's agents. MPD acknowledges that ACHD is not involved in the installation, operation, maintenance or use of the equipment. ACHD assumes no responsibility for MPD's equipment placed on ACHD's structures. To the extent permitted by Idaho law, MPD assumes any and all liability to ACHD caused as a result of the MPD's agents or use of the equipment. Nothing in this License shall extend the liability or tort responsibility of MPD or ACHD beyond that required by law, including the Idaho Tort Claims Act, Idaho Code section 6-901, et seq., and Article 8, Sections 1 and 4 of the Idaho constitution. Each party is responsible for damage to the property of the other party

caused by its employees and agents in the performance of this MOA. If a property claim or damage is not covered by the party's self-insurance or other property coverage, the responsible party shall pay the costs arising from such claim or damage to the extent funds are legally available therefor. If such a claim or damage arises from more than one party's performance of this License or is not allocable to any party, each party shall pay the costs to such party arising from the claim or damage.

- c. *Personal liability.* In no event will an agent of either party be personally liable or responsible for any representation, statement, covenant, warranty or obligation contained in, or made in connection with, this License, express or implied.
- d. *Limitation of liability.* ACHD is not liable for consequential, indirect, incidental, special, exemplary, punitive, or enhanced damages, arising out of or relating to any breach of this License, whether or not such damages were foreseeable or MPD was advised of the possibility of such damages, regardless of the legal or equitable theory (contract, tort or otherwise) upon which the claim is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose. This limitation of ACHD's liability shall not apply to (i) liability resulting from ACHD's gross negligence or willful misconduct and (ii) death or bodily injury resulting from ACHD's acts or omissions. No action for breach of this License or otherwise relating to this License may be brought more than one year after the accrual of the cause of action.
- e. *Indemnification.* To the extent allowed by law, ACHD and City, shall indemnify and hold harmless each other by their respective officers, boards, commissions, employees, agents, and contractors ("Indemnitees") from and against any and all liability which may be imposed upon, incurred by or be asserted against the Indemnitees by reason of any act or omission of the Indemnifying party's personnel, employees, agents, contractors or subcontractors resulting in personal injury or property damage and arising out of or in any way connected with the installation, operation, maintenance, or removal, use or connection of the equipment pursuant to this License. Both parties to this License recognize that MPD shall assume any and all liability relating to all images obtained by MPD during its use, control, and operation of the equipment. In the event a third party brings an action against ACHD based upon the actions or activities of MPD related to the use of the equipment, including, but not limited to non-compliance with the terms of this License, City shall indemnify, defend, and hold harmless ACHD, its officers, agents, officials, and employees against any and all damages, actions and costs of every name and description.

10. **Compliance with the law.** The parties shall comply with all federal, state, and local laws, rules, and regulations. For any installation, operation, maintenance, or other work necessary on the equipment that requires licensure, MPD shall employ or contract with individuals carrying the requisite licenses and credentials.

11. **Assignment.** The powers, rights, remedies and obligations of a party under this License cannot be transferred without the prior written consent of the other party. Any purported transfer in violation of this section will be void.
12. **Entire Agreement.** This License, including and together with any related exhibits constitutes the entire agreement between the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.
13. **Amendments.** This License may only be amended by mutual written agreement of the parties.
14. **Severability.** This License is intended to be as broad and inclusive as is permitted by applicable law, and if any provision of this License is held to be unenforceable by a court of competent jurisdiction for any reason, (a) the validity, legality, and enforceability of the remaining provisions of this License (including without limitation, all portions of any provisions containing any such unenforceable provision that are not themselves unenforceable) are not in any way to be affected or impaired thereby, and (b) to the fullest extent possible, the unenforceable provision is to be deemed modified and replaced by a provision that approximates the intent and economic effect of the unenforceable provision and the License is to be deemed amended accordingly.
15. **Non-waiver.** No waiver by any party of any of the provisions hereof is effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party operates as, or is to be construed as, a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this License operates as, or is to be construed as, a waiver thereof; nor does any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
16. **No third-party beneficiaries.** This License benefits solely the parties who sign this License and their respective successors and permitted assigns. Nothing in this License, express or implied, confers on any third party any legal or equitable right, benefit, or remedy under or by reason of this License.
17. **Controlling law.** This License is to be construed and enforced in accordance with the laws of the state of Idaho without regard to its conflict of law provisions.
18. **Choice of forum.** No party may commence any action, litigation, or proceeding against the other party in any way arising from or relating to this License, including all exhibits attached to this License, and all contemplated transactions, including equity, tort, fraud, and statutory claims, in any forum other than the courts of the state of Idaho sitting in Ada County, and any appellate court from any thereof, or, if such court does not have subject-

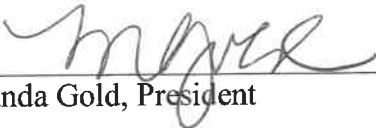
matter jurisdiction, the United States District Court for the District of Idaho. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and must bring any such action, litigation, or proceeding only in such courts. A final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

19. **Captions.** The captions contained in this License were inserted for the convenience of reference only. They do not in any manner define, limit, or describe the provisions of this License or the intentions of the Parties.
20. **No Party Deemed Drafter.** All provisions of this License have been negotiated by ACHD and City at "arm's length." All parties agree that no Party shall be deemed to be the drafter of this License and further, in the event that this License shall ever be construed by a court of law, such court shall not construe this License, or any provision of this License, against either Party as the drafter of the License.
21. **Attorneys' Fees.** Should either party find it necessary to employ an attorney for representation in any action seeking enforcement of any of the provisions of this License, or to protect its interest in any matter arising under this License, or to recover damages for the breach of this License, or to resolve any disagreement in interpretation of this License, the unsuccessful party in any final judgment entered therein agrees to reimburse the prevailing party for all reasonable costs, charges and expenses, including attorneys' fees, expended or incurred by the prevailing party in connection therewith and in connection with any appeal, and the same may be included in such judgment.
22. **Debt Limitation.** Nothing in this Agreement shall be construed to be an indebtedness or liability in violation of Article VIII, Section 3 of the Idaho Constitution.
23. **Warranty of Authority.** Each individual executing this License on behalf of an entity represents and warrants that he or she is duly authorized to execute and deliver this License on behalf of said entity in accordance with duly adopted organizational documents and, if appropriate, a resolution of the entity, and that this License is binding upon said entity in accordance with its terms.

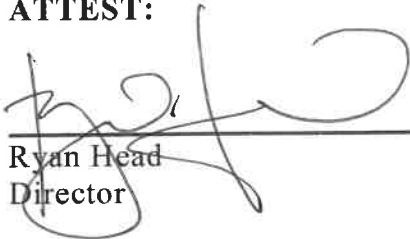
ACKNOWLEDGMENTS

IN WITNESS WHEREOF, the Parties have herein executed this License and made it effective on this 23rd day of April, 2025 as hereinabove provided.

ADA COUNTY HIGHWAY DISTRICT

By: 
Miranda Gold, President

ATTEST:


Ryan Head
Director

CITY OF MERIDIAN:

Robert E. Simison, Mayor

ATTEST:

By: _____
Chris Johnson, City Clerk

Exhibit A

Locations

LOCATION	CAMERA DIRECTION	TRAFFIC DIRECTION
Overland Rd / Ten Mile Rd	Pointed East	Eastbound Traffic
Overland Rd / Silverstone Way	Pointed West	Westbound Traffic
Main St / Broadway Ave	Pointed North	Northbound Traffic
Fairview Ave / Meridian Rd	Pointed East	Eastbound Traffic
Cherry Ln / Meridian Rd	Pointed West	Westbound Traffic
Cherry Ln / Ten Mile Rd	Pointed East	Eastbound Traffic
Cherry Ln / Ten Mile Rd	Pointed West	Westbound Traffic
Fairview Ave / Records Ave	Pointed East	Eastbound Traffic
Fairview Ave / Records Ave	Pointed West	Westbound Traffic
Ustick Rd / Black Cat Rd	Pointed East	Eastbound Traffic
Ustick Rd / Records Ave	Pointed West	Westbound Traffic
McMillan Rd / McDermott Rd	Pointed East	Eastbound Traffic
McMillan Rd / Locust Grove Rd	Pointed West	Westbound Traffic
Franklin Rd / Ten Mile Rd	Pointed East	Eastbound Traffic
Franklin Rd / Ten Mile Rd	Pointed West	Westbound Traffic
Franklin Rd / Touchmark Way	Pointed West	Westbound Traffic
Franklin Rd / Touchmark Way	Pointed East	Eastbound Traffic
Main Kleiner Park Entrance	Pointed Northeast	Eastbound Traffic
Southeast Kleiner Park Entrance	Pointed North	Northbound Traffic
Northwest Kleiner Park Entrance	Pointed East	Eastbound Traffic
Settlers Park (Meridian Rd Entry)	Pointed West	Westbound Traffic
Settlers Park (Ustick Entry)	Pointed North	Northbound Traffic
Settlers Park (Ustick Entry)	Pointed North	Northbound Traffic
Settlers Park (Ustick Entry)	Pointed North	Northbound Traffic
Discovery Park (Main Entry)	Pointed South	Southbound Traffic
Discovery Park (Recreation Ave Entry)	Pointed South	Southbound Traffic
Bear Creek Park (North Parking Lot Entry)	Pointed South	Southbound Traffic
Bear Creek Park (South Parking Lot Entry)	Pointed North	Northbound Traffic
McMillan Rd / Locust Grove Rd	Pointed East	Eastbound Traffic
McMillan Rd / McDermott Rd	Pointed West	Westbound Traffic
Ustick Rd / Black Cat Rd	Pointed West	Westbound Traffic
Ustick Rd / Records Ave	Pointed East	Eastbound Traffic
Overland Rd / Silverstone Way	Pointed East	Eastbound Traffic
Overland Rd / Eagle Rd	Pointed North	Northbound Traffic
Overland Rd / Eagle Rd	Pointed West	Westbound Traffic
Overland Rd / Eagle Rd	Pointed South	Southbound Traffic
Ten Mile Rd / Overland Rd	Pointed North	Northbound Traffic
Ten Mile Rd / Overland Rd	Pointed South	Southbound Traffic
Ten Mile Rd / Cherry Ln	Pointed North	Northbound Traffic
Ten Mile Rd / Cherry Ln	Pointed South	Southbound Traffic
Meridian Rd / Fairview Ave	Pointed North	Northbound Traffic
Meridian Rd / Cherry Ln	Pointed South	Southbound Traffic
Main St / Fairview Ave	Pointed South	Southbound Traffic
Main St / Pine Ave	Pointed South	Southbound Traffic
Idaho Ave / Main St	Pointed East	Eastbound Traffic
Idaho Ave / Main St	Pointed West	Westbound Traffic

Broadway Ave / Main St	Pointed East	Eastbound Traffic
Broadway Ave / Main St	Pointed West	Westbound Traffic
Linder Rd / McMillan Rd	Pointed North	Northbound Traffic
Linder Rd / McMillan Rd	Pointed South	Southbound Traffic
Linder Rd / McMillan Rd	Pointed East	Eastbound Traffic
Linder Rd / McMillan Rd	Pointed West	Westbound Traffic
Meridian Rd / Ustick Rd	Pointed North	Northbound Traffic
Meridian Rd / Ustick Rd	Pointed South	Southbound Traffic
Meridian Rd / Ustick Rd	Pointed East	Eastbound Traffic
Meridian Rd / Ustick Rd	Pointed West	Westbound Traffic
Ustick Rd / Centrepont Way	Pointed East	Eastbound Traffic
Ustick Rd / Centrepont Way	Pointed West	Westbound Traffic
Pine Ave / Parkdale Ave	Pointed East	Eastbound Traffic
Pine Ave / Parkdale Ave	Pointed West	Westbound Traffic
Amity Ave / Eagle Rd	Pointed East	Eastbound Traffic
Amity Ave / Eagle Rd	Pointed West	Westbound Traffic
Victory Rd / Eagle Rd	Pointed East	Eastbound Traffic
Victory Rd / Eagle Rd	Pointed West	Westbound Traffic
Black Cat Rd / Victory Rd	Pointed North	Northbound Traffic
Black Cat Rd / Victory Rd	Pointed South	Southbound Traffic
Black Cat Rd / Victory Rd	Pointed East	Eastbound Traffic
Black Cat Rd / Victory Rd	Pointed West	Westbound Traffic
Black Cat Rd / Amity Ave	Pointed North	Northbound Traffic
Black Cat Rd / Amity Ave	Pointed South	Southbound Traffic
Black Cat Rd / Amity Ave	Pointed East	Eastbound Traffic
Black Cat Rd / Amity Ave	Pointed West	Westbound Traffic