

**LICENSE AND MAINTENANCE AGREEMENT  
BETWEEN  
WESTERN ADA RECREATION DISTRICT  
AND  
THE CITY OF MERIDIAN  
FOR MAINTENANCE AND OPERATION OF  
MERIDIAN COMMUNITY POOL  
AND  
PARK AT SETTLERS VILLAGE SUBDIVISION**

**THIS AGREEMENT** (the “Agreement”) made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022 (“**Effective Date**”), by and between the Western Ada Recreation District, a Recreation District created and organized under Title 31, Chapter 43 of the Idaho Code (“District”), and the City of Meridian, an Idaho municipal corporation (“City”).

**WHEREAS**, the respective governing bodies of City and District are mutually interested in supporting efficient public park operations;

**WHEREAS**, District owns a public swimming pool located adjacent to Storey Park (the “Pool”), and a .57 acre public park located 1031 E. Tammy Street in the Settlers Village Subdivision (the “Park”);

**WHEREAS**, City has proven experience at successfully and efficiently operating, maintaining, and programming park facilities across the City;

**WHEREAS**, District is willing, upon certain terms and conditions, to license the Pool and the Park to City for the purposes stated herein for a period of time defined within this Agreement.

**NOW, THEREFORE, the parties hereto agree as follows:**

**1. GRANT OF LICENSE**

For and in consideration of promises contained herein, and other good and valuable consideration, District hereby gives and grants to City the non-exclusive right, privilege and license to maintain and operate the Pool and the Park.

**2. TERM OF AGREEMENT**

The term of this Agreement shall commence on the **Effective Date** and ends on September 30, 2024 unless the parties mutually agree on an extension or early termination of this Agreement. City’s agreement to continue its obligations under this Agreement shall be contingent on the City Council and District’s appropriation of the funds necessary to operate and maintain the Facility and the execution of a Cooperative Agreement for

Financial Contribution between City and District during each fiscal year that this Agreement is in existence.

### **3. USE OF LICENSED PREMISES**

City shall be licensed to operate and maintain the Pool and Park in a manner consistent with current operations. The existing signs declaring the Pool and Park to be in the ownership of District shall remain, but City shall be required to prepare and post at its expense weatherproof appliques or freestanding signs declaring the City as the contact for public inquiries and providing the appropriate City telephone contact information.

### **4. MAINTENANCE AND OPERATION OF THE POOL AND PARK**

- A. City's maintenance of the Pool and Park during the term of this Agreement shall include all necessary activities to maintain current Pool and Park operations in their current condition, with capital improvements as necessary.
- B. During the term of this Agreement, City intends to maintain an adequate and proper staff to support its maintenance and operations obligations under this Agreement. City may hire staff directly as City employees, or City may manage staff employed by an independent staffing agency, or some combination thereof.
- C. City shall, at his expense, keep and maintain the Pool and Park and all buildings, structures, improvements, fixtures, trade fixtures, office equipment, and utility systems which may now or hereinafter exist thereon, in good, operable, usable and sanitary order and repair and in a good, safe condition, ordinary wear and tear excepted, throughout the term of this Agreement. City's obligation to maintain equipment shall apply whether the equipment is owned by City or District. At such time that equipment owned by District has reached the end of its useful life, City shall cooperate with District to declare such items as surplus equipment or otherwise lawfully dispose of such depleted equipment. City, at its sole expense, shall be responsible for replacing any depleted equipment and City shall be responsible for procuring any additional equipment that City deems necessary to meet its maintenance and operations requirements under this Agreement.
- D. City shall collect and retain revenues received from pool and park operations during the term of this Agreement.
- E. At the commencement of the term of this Agreement, the City shall provide for the transfer of all applicable utility and telephone accounts to City accounts, and thereafter shall provide and pay for any necessary utilities, telephone service, and irrigation assessments related to the Pool and Park.
- F. City's operation of the Pool shall continue the Pool's legacy of providing 12 weeks of reasonably-priced swim lessons and swimming opportunities each summer, including the hosting of swim teams and the reservation of the facility for private parties and events.
- G. District shall compensate City for Park and Pool operation and Maintenance in a separate Cooperative Agreement



**5. AGREEMENT OF DISTRICT TO REDUCE LEVY**

- A. In its fiscal year 2023, District agrees to reduce its operating budget and mill levy by one third (33.3%) from the budget and mill levy rate set for the previous year.
- B. In its fiscal year 2024, District agrees to reduce its operating budget and mill levy by one-half (1/2) from the budget and mill levy rate set for the previous year.
- C. In fiscal year 2025, District agrees to reduce its budget and mill levy to near zero, reflecting a minimal budget to maintain its administrative operations as desired.

**6. EXCLUSIONS FROM CITY'S MAINTENANCE OBLIGATIONS**

- A. CONCEALED OR UNKNOWN CONDITIONS: If within sixty (60) days of the City's opening of the Pool for operation, City encounters conditions at the Pool or Park that are subsurface or otherwise concealed physical conditions that differ materially from those conditions that were evident upon City's initial inspections of the Pool and Park, City shall provide prompt notice to District. City and District shall jointly investigate the condition and shall attempt to fairly apportion responsibility for curing the defective condition. In the event that the parties cannot agree on responsibility for the defective condition, either party may terminate this Agreement without further notice or demand.
- B. REPAIR OR RESTORATION OF PREMISES: City shall not be responsible for restoration or repair of the licensed premises necessitated by damage due to fire, acts of vandalism, or acts of God.

**7. INDEMNIFICATION AND INSURANCE**

City hereby agrees to indemnify and hold District harmless from any loss, liability, claim or action from damages or injuries to persons or property in any way arising out of or resulting from the maintenance, use, and/or occupancy of the Park by City, its agents, employees, guests, or business invitees. If any claim, suit or action is filed against District for any loss or claim described in this paragraph, to the extent allowed by law City shall defend District and assume all costs, including attorney's fees, associated with the defense or resolution thereof, however District shall not be relieved hereby from liability for its own negligent or willful act or omission or that of its employees.

In addition, City and District shall each maintain, and specifically agrees to maintain throughout the term of this Agreement, liability insurance in the minimum amount as specified in the Idaho Tort Claims Act set forth in Title 6, Chapter 9 of the Idaho Code, and such amount shall be deemed to be the limit of City's covenant to indemnify and save and hold harmless District. In the event the insurance minimums of the Idaho Tort Claims Act are changed, City shall immediately submit Proof of Compliance with the changed limits.

District shall also continue to carry property insurance on its owned facilities, insuring against the perils of fire, physical loss or damage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, etc.

## **8. TERMINATION**

- A. **TERMINATION UPON DEFAULT:** If either party is in breach or default of any terms, covenants, or conditions of this Agreement and fails or refuses to cure such breach or default within thirty (30) days of written notice thereof, this Agreement, and all rights conferred by this Agreement, at the non-breaching party's option, may be deemed terminated and forfeited without further notice or demand.
- B. **TERMINATION UPON MUTUAL AGREEMENT:** The parties may mutually agree to terminate this agreement at any time.

## **9. ASSIGNMENT OR TRANSFER**

City shall not assign, sublet or transfer its interest in this Agreement, the Park or Pool, or any portion thereof, or cause or suffer any alterations thereto, other than as specified in this Agreement, without the express written consent of District, which consent the District is free to withhold in District's sole discretion.

## **10. NOTICES**

- A. All notices to be given with respect to this Agreement shall be in writing addressed as follows:

**To District:**  
**Western Ada Recreation District**  
**By Mail at: P.O. Box 566**  
**Meridian, ID 83680**  
**By Delivery at: 213 E. Franklin**  
**Meridian, ID 83642**

**To City:**  
**City of Meridian**  
**Attn: City Clerk**  
**33 E. Broadway Avenue**  
**Meridian ID 83642**

- B. Notice shall be either delivered or sent by certified mail, postage prepaid, return receipt requested to the party to be notified at the address specified above, or such other address as either party may designate in writing. Every notice shall be deemed to have been given at the time it is deposited in the United States mail, or upon delivery to the party above specified, or their agent or legal representative.

## **11. APPROVAL BY GOVERNING BOARDS REQUIRED**

This Agreement shall not be effective for any purpose whatsoever until it is approved by the parties' respective governing boards.

**IN WITNESS WHEREOF**, the parties hereto have subscribed their names the day and year first above written.

**WESTERN ADA RECREATION DISTRICT:**

By:   
Shaun Wardle, Board President

**CITY OF MERIDIAN**

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

Attest:

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