

**INTERAGENCY COOPERATIVE INFORMATION ACCESS AGREEMENT
BETWEEN ADA COUNTY HIGHWAY DISTRICT
AND CITY OF MERIDIAN**

THIS INTERAGENCY COOPERATIVE INFORMATION ACCESS AGREEMENT ("Agreement"), is made and entered into this ____ day of _____, 2026 by and between the ADA COUNTY HIGHWAY DISTRICT ("ACHD") and the MERIDIAN POLICE DEPARTMENT ("MPD"), by and through CITY OF MERIDIAN ("MERIDIAN"), a municipal corporation organized under the laws of the State.

RECITALS:

WHEREAS, City is a municipal corporation organized and operating pursuant to Idaho Code Title 50, as amended and supplemented with jurisdiction, authority and police power to regulate and control municipal activities within the City;

WHEREAS, the MPD is charged with real time support for their Operations Division.

WHEREAS, ACHD is a single countywide highway district located in the county of Ada, organized and existing by virtue of Title 40 Chapter 14, Idaho Code, and has jurisdiction and responsibility for all public highways and public rights-of-way within Ada County, Idaho, except for state highways and freeways and has all powers necessary and incidental to the statutory powers granted to it under Title 40, Idaho Code.

WHEREAS, pursuant to its authority under Title 40 Chapter 14, Idaho Code, ACHD, in partnership with the Idaho Transportation Department ("ITD"), operates a real-time computerized traffic management system to monitor traffic conditions for response and alert notifications ("System"), that is located at ACHD's Traffic Management Center ("TMC") and includes intersection traffic cameras owned by ACHD and ITD that can be remotely operated by ACHD personnel in the TMC.

WHEREAS, the MPD, among other entities, is currently authorized to view video images from all of ACHD's intersection traffic cameras within the Meridian City limits, on a limited access basis; however, the MPD is not authorized to operate such cameras at any time.

WHEREAS, the MERIDIAN desires that the MPD be authorized to remotely control the operation of ACHD's intersection traffic cameras during the non-working hours of the ACHD TMC.

WHEREAS, certain public welfare and safety benefits may be derived from allowing the MPD, to remotely control the operation of ACHD's intersection traffic cameras within the MERIDIAN'S
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jurisdiction limits, during the non-working hours of the ACHD TMC. Such benefits include: expanded dispatcher coverage for nights and weekends, efficient deployment of Emergency Service Providers, based upon visual observations, enhanced and more timely contact with ACHD emergency/after-hours on-call employees, faster incident response, quicker clearing of traffic congestion and arrival of medical assistance.

WHEREAS, the MPD and MERIDIAN will not be authorized to use the System or the intersection traffic cameras for any investigative purpose or surveillance, of any kind, whatsoever.

WHEREAS, ACHD and MPD desire to enter into this Agreement pursuant to the authority set forth in Idaho Code § 67-2332, and which shall be effective upon ratification by Ada County.

NOW THEREFORE, in consideration of the mutual covenants, and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby unconditionally acknowledged, the parties agree as follows:

1. **INCORPORATION OF RECITALS:** That the above recitals are contractual and binding and are incorporated herein as if set forth in full.
2. **DEFINITIONS:** For purposes of this Agreement, the following words shall be defined and interpreted as herein provided:
 - a. **"ACHD":** Means and refers to the Ada County Highway District, a body politic and corporate of the state of Idaho whose address is 5800 N Meeker Avenue, Boise, Idaho 83713, and any of its employees, agents, commissioners, and attorneys.
 - b. **"MERIDIAN":** Means and refers to the City of Meridian, a municipal corporation organized under the laws of the State whose address is 33 East Broadway Avenue, Meridian, Idaho 83642 and any of its employees, agents, commissioners, and attorneys.
 - c. **"MPD":** Means and refers to the Meridian Police Department, a statutory created division of the City of Meridian in accordance with powers granted under Idaho Code Title 50, whose address is 1401 E Watertower Street, Meridian, Idaho 83642, and any of its employees, agents, commissioners, and attorneys.
 - d. **"TMC":** Means and refers to the Traffic Management Center operated ACHD.
 - e. **"PERSON":** Means and includes corporations, companies, associations, joint stock companies, firms, partnerships, limited liability companies, other entities, and individuals.
 - f. **"SYSTEM":** Means the real-time computerized management system operated by ACHD to monitor traffic conditions for response and notifications.

- g. **"EQUIPMENT"**: Means the intersection traffic cameras ("CCTV") owned by ACHD as well as the computerized components of the System.
- h. **"DIRECTOR"**: Means the Director of ACHD or his representative.

3. **AUTHORITY GRANTED TO MPD/CONDITIONS AND LIMITATIONS:** ACHD hereby authorizes MPD to remotely use, control, and operate the System and Equipment subject to the following conditions and limitations:

- a. MPD's remote use, control, and operation shall be limited to only MPD personnel located in the real time support center for operations. MPD's remote use, control, and operation shall only occur during non ACHD TMC hours of operation, i.e.: 6:30 p.m. to 6:00 a.m. Monday through Friday, weekends when the ACHD TMC is not operated by ACHD personnel, and ACHD recognized holidays, and such other times to which may be agreed by the ACHD Commission and MPD, as provided by written amendment to this Agreement.
- b. MPD's remote use, control, and operation shall be nonexclusive and shall not prevent ACHD from entering into other agreements or granting other or further rights or access to the System and Equipment.
- c. MPD's remote use, control, and operation shall at all times be in strict compliance with the following requirements:
 - i. The privacy rights of persons who may be within the scope of CCTV camera coverage shall, at no time, be compromised or infringed. CCTV camera usage is limited exclusively to viewing roadways. CCTV cameras shall operate in the standard wide-angle view mode, which will enable MPD personnel to view a large segment of the roadway. The zoom feature may only be used for viewing traffic incidents, traffic controls and roadway features not in close proximity to the CCTV camera. CCTV cameras shall not be used to "zoom in" on any windows, for any purpose or reason. This applies to all vehicles and all residential and/or commercial/business structures.
 - ii. The viewing of residential and/or commercial/business property by CCTV cameras is completely prohibited.
 - iii. No CCTV camera shall ever be used to "zoom in" on a specific person or a specific vehicle, on or off the roadway.

- iv. MPD shall develop, for ACHD's review and approval, written internal policies to prevent any misuse of CCTV cameras whatsoever. Said policies shall provide for employee disciplinary action, when appropriate.
- v. MPD shall not record in any manner, whatsoever, any video received from the System and Equipment.
- vi. Video received from the System and Equipment shall only be used by the MPD and personnel to assist in: (1) efficient deployment of response teams based upon visual observation; (2) faster incident response; (3) quicker clearing of traffic congestion; and (4) quicker arrival of medical assistance.
- vii. The System or Equipment shall not be used with the primary intent to investigate criminal activity.
- viii. The System and Equipment shall not be used by the MPD personnel in any manner that violates any provision of the United States Constitution, the Idaho Constitution, or any applicable federal, state or local law or regulation.
- d. Notwithstanding Section 3.b of this Agreement, MPD's remote use, control, and operation of the System and Equipment shall, at all times, be subordinate to the use, control and operation of System and Equipment by ACHD.
- e. MPD's remote use, control and operation of the System and Equipment shall be limited to those CCTV cameras specifically listed in the attached Exhibit A and any subsequent revisions thereto.
- f. MPD's remote use, control, and operation shall not include any traffic cameras owned by the ITD unless MPD has entered into a separate agreement with ITD authorizing the remote use, control, and operation of such ITD owned cameras by MPD.

4. INSTALLATION OF ADDITIONAL CAPACITY ON ACHD SYSTEM:

In the event that there is not sufficient capacity in the System to provide MPD the desired operational capabilities, MPD, at the direction of ACHD, shall provide additional capacity with costs associated with the additional capacity to be paid by MPD, including, but not limited to, costs for equipment, installation of equipment, maintenance, upkeep, and replacement of equipment.

5. ACCESS TO TMC STAFF FOR SYSTEM PROBLEMS:

- a. MPD may contact TMC staff during regular business hours to report any System problems. ACHD TMC normal work hours are 6:00 a.m. to 6:30 p.m.; Monday through Friday, excluding ACHD recognized holidays. The telephone number for the TMC is (208) 387-6195.
- b. ACHD will prioritize the System problems and attempt to repair the problems within a reasonable time frame.

6. RESPONSIBILITIES OF MPD:

- a. To provide and maintain, at its own expense, any equipment and communication infrastructure, all of which shall be hardware and software compatible with the System for the remote use, control, and operation of the System and Equipment.
- b. To cooperate with ACHD to install additional capacity as provided in Section 4, which will provide MPD with an enhanced capability to remotely use, control, and operate the System and Equipment.
- c. To designate responsible technical personnel as contact for ACHD. The designated responsible technical personnel contact information shall include telephone number, cellular phone number, facsimile number and e-mail address. If the responsible technical personnel changes, MPD shall notify ACHD with new contact information as soon as possible.
- d. To have those MPD personnel responsible for remote use, control, and operation of the System and Equipment receive training in the proper use of the System and Equipment.
- e. To have appropriate personnel attend regularly scheduled briefings at the TMC.

7. INDEMNITY AND INSURANCE:

- a. Disclaimer of Liability: Except as otherwise provided by law, ACHD shall not at any time be liable for injury or damage occurring to any person or property whatsoever arising out of MPD's construction, maintenance, repair, use, operation, condition or dismantling of its own system and equipment or the System and Equipment.
- b. Indemnification: To the extent allowed by law, ACHD, MPD, and MERIDIAN, 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 construction, installation, operation, maintenance, removal, use or connection of the System or Equipment pursuant to this Agreement. The parties to this Agreement recognize that MPD shall control and MERIDIAN and MPD shall assume any and all liability relating to all images obtained by MPD during its remote use, control, and operation of the System and 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 System and Equipment, for any reason, MPD and MERIDIAN shall indemnify, defend, and hold harmless ACHD, its officers, agents, officials, and employees.

- c. Notice: Each party shall give the other prompt notice of any claim or the commencement of any action, suit or other proceeding covered by the provisions of this Agreement.
- d. MERIDIAN Right to Self-Insure: ACHD grants MERIDIAN and MPD the right to self-insure its liability risks, MERIDIAN's and MPD's limit of liability specified in the Idaho Tort Claims Act notwithstanding.

- 8. **NO WARRANTY OF SYSTEM OR EQUIPMENT:** ACHD does not warrant or guarantee continuity of the System or Equipment, quality of the video images, or the accuracy of the information provided.
- 9. **MODIFICATION:** ACHD and MPD reserve the right to alter, amend, or modify the terms and conditions of this Agreement upon written agreement of the ACHD Commission and MPD to such alteration, amendment, or modification, and upon ratification of such alteration, amendment, or modification by MERIDIAN.
- 10. **TERMINATION:** The following are grounds for termination of this Agreement:

- a. Failure to fulfill the terms of this Agreement;

- b. Misrepresenting information received from the System as a result of intentional action or gross negligence;
- c. Failure to maintain equipment or provide adequate equipment for connection to the System;
- d. Failure to comply with any applicable state or federal law or ACHD policy;
- e. Sale of any information received from System or misrepresenting the availability of such information;
- f. Any other action or activity undertaken by or at the direction of MPD that (1) results in inappropriate comments or behavior inconsistent with the goals and mission of ACHD; or (2) may result in imperiling public safety; or (3) interferes with the System or ACHD employees.
- g. Either party may terminate this Agreement, for any reason, upon thirty (30) days written notice to the other party.

11. TERM OF AGREEMENT: This Agreement will commence on March 1, 2026, and end on February 28, 2031, unless sooner terminated as provided hereinafter. The parties understand that MERIDIAN and the MPD as an Officer of MERIDIAN are strictly bound by Article VIII, section 3 of the Idaho Constitution, which prohibits MERIDIAN and the MPD from incurring liabilities beyond Ada County's current fiscal year, which is October 1 through September 30. MERIDIAN's and MPD's obligation to complete the Agreement term is wholly contingent upon the annual appropriation of funds for obligations due under this Agreement, said appropriation to be made solely at the option and discretion of MERIDIAN CITY COUNCIL ("Council"). In the event the Council does not appropriate funds for the Agreement for the ensuing fiscal year, for any reason, MPD may terminate Agreement, without penalty. MPD shall give prompt written notice to ACHD, attesting to the non-appropriation of funds and the effective date of Agreement termination, and no obligations shall accrue after the effective date of said Agreement termination.

12. ASSIGNMENT: This Agreement may not be assigned or transferred.

13. 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 Agreement, or to protect its interest in any matter arising under this Agreement, or to recover damages for the breach of this Agreement, or to resolve any disagreement in interpretation of this Agreement,

14. NOTICES: Any and all notices given by either of the parties shall be in writing and deemed delivered when either: (i) delivered personally, or (ii) sent by fax to the other party at the fax telephone number set forth, or (iii) deposited in the United States mail, certified, return receipt requested, postage prepaid, addressed to the other party at the address set forth, or such other fax telephone number or mailing address as may be provided by written notice of such change given to the other in the same manner as above provided.

MPD: Meridian Police Department
1401 E. Watertower Street
Meridian, ID 83642

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the invalidity thereof shall not affect any of the other provisions contained herein.

- 20. FINAL AGREEMENT:** This Agreement sets forth all promises, inducements, agreements, conditions and understandings between ACHD, MPD and MERIDIAN relative to the subject matter hereof, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied, between ACHD, MPD and MERIDIAN, other than as are stated herein. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless reduced to writing and duly signed by all parties hereto.
- 21. CAPTIONS:** The captions contained in this Agreement were inserted for the convenience of reference only. They do not in any manner define, limit, or describe the provisions of this Agreement or the intentions of the parties.
- 22. NO PARTY DEEMED DRAFTER:** All provisions of this Agreement have been negotiated by ACHD, MPD and MERIDIAN at "arm's length." All parties agree that no party shall be deemed to be the drafter of this Agreement and further, if this Agreement shall ever be construed by a court of law, such court shall not construe this Agreement, or any provision of this Agreement, against either party as the drafter of the Agreement.

IN WITNESS WHEREOF, the parties have duly executed this Agreement and made it effective as provided herein.

City of Meridian

By: _____
Robert Simison, Mayor

ATTEST:

MERIDIAN POLICE DEPARTMENT

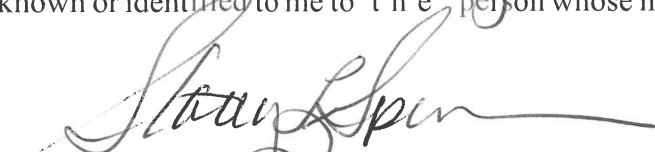
By: _____

**Board of Commissioners of
ADA COUNTY HIGHWAY DISTRICT**

By: 
Miranda Gold
President,

STATE OF IDAHO)
) ss.
County of Ada)

On this 18th day of February, 2026 before me, a notary public, personally appeared Miranda Gold,
known or identified to me to t h e person whose name is subscribed to the within instrument, and acknowledged


Boise, ID

expires:
August 13, 2031

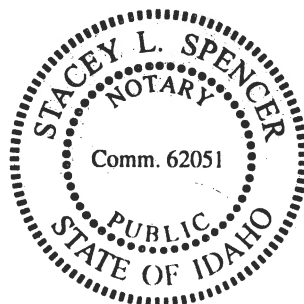


EXHIBIT A

ACHD (and ITD) Closed Circuit Television (CCTV) Camera Locations

Device#	Location
526	Eagle / Fairview
527	Eagle / Franklin
529	Eagle / Ustick
555	Fairview/ Locust Grove
568	Overland / Eagle
569	Overland / Locust Grove
570	Meridian / Overland
571	Franklin / Main
572	Franklin / Locust Grove
574	Meridian / Main
578	Fairview/ Main
583	Chinden / Linder
587	Hwy 69 / Victory
588	Hwy 69 / Amity
593	Meridian / Cherry
594	Chinden / Meridian
595	Chinden / Locust Grove
601	Cherry / Linder
602	Cherry / Ten Mile
619	Chinden / Hwy 16 SB Ramp
628	Franklin/ Ten Mile
629	Franklin / Linder
631	Fairview/ Records
639	Eagle / River Valley
641	Eagle / Pine
642	Ustick / Locust Grove
648	Locust Grove / Pine
654	Meridian / Corporate
662	Chinden / Long Lakes
664	Ten Mile/ McMillan
666	Ten Mile/ Ustick
667	Chinden / Ten Mile
669	Eagle / Victory
675	Locust Grove / McMillan
676	Meridian / McMillan
677	Linder / McMillan
678	Eagle / St Lukes
679	Franklin / Black Cat
680	Meridian / Ustick
685	Hwy 69 / Lake Hazel
686	Hwy 69/ Hubbard
687	Ustick / Records
688	Ustick / Linder
693	Meridian / Pine
697	Cherry / Black Cat
700	Linder / Pine
701	Ten Mile / Pine
702	Chinden / Tree Farm
703	Chinden / Black Cat
704	Overland / Linder
705	Eagle/ Amity
707	Ten Mile / Victory
708	Overland / Ten Mile
717	Victory / Locust Grove
723	Chinden / Hwy 16 NB Ramp
730	Eagle / Lake Hazel