

**LICENSE AGREEMENT  
FOR FIELDS AND PARKING LOT AT 915 E. CENTRAL DRIVE**

This LICENSE AGREEMENT FOR FIELDS AND PARKING LOT AT 915 E. CENTRAL DRIVE (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021 (“Effective Date”), by and between Joint School District No. 2, doing business as West Ada School District, an Idaho school district and body corporate and politic of the State of Idaho (“District”), and the City of Meridian, an Idaho municipal corporation (“City”).

**WHEREAS**, the respective governing bodies of City and District are mutually interested in encouraging and supporting athletic programming for students and community members;

**WHEREAS**, City and District recognize that through cooperation, publicly-held facilities can be used to meet community needs for education and recreation;

**WHEREAS**, District owns a parcel of property located at 915 East Central Drive in Meridian currently developed with a parking lot and two soccer fields;

**WHEREAS**, District desires to make the soccer fields available for use by City for scheduled play until such time as the parcel is needed by District for other purposes;

**WHEREAS**, District is willing, upon certain terms and conditions, to provide non-exclusive use of a designated portion of the property for the purposes stated herein for a period of time defined within this Agreement; and,

**WHEREAS**, the Parties intend for this Agreement to supersede and replace the License and Maintenance Agreement executed on May 17, 2016, as well as any and all amendments or addenda thereto;

**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 use a portion of certain real property, located at 915 East Central Drive, Meridian, Idaho, and legally described as a portion of lot 2, block 1 of the Jabil Subdivision. The portions of the property subject to this agreement are Field 1, Field 2, and the associated parking lots to the north of the fields, as generally depicted on *Exhibit A* hereto, as well as the parking lots to the east of the fields, and any and all parking areas for the District Service Center (collectively referred to herein as the “licensed premises”). The remainder of the property is not subject to this agreement.

2. **TERM OF AGREEMENT**

This license is granted for an initial term to begin upon the Effective Date and expiring on December 31, 2022. This agreement shall automatically renew in increments of one (1) calendar year until otherwise terminated by either party according to the termination provisions contained herein.

3. **USE OF LICENSED PREMISES**

City's use of the licensed premises shall be limited to making the fields available for athletic and recreational activities and special events. City shall be the designated contact for scheduling the use of the fields and may charge reasonable reservation fees. City shall be responsible for solid waste removal from containers provided at the licensed premises, provision of portable restroom facilities, and storage of soccer goals. The use of the parking lot shall be allowed as an incidental use associated with scheduled uses of the fields. No other use of the licensed premises shall be allowed unless otherwise approved in writing by District.

4. **MAINTENANCE OF LICENSED PREMISES**

A. City shall maintain the fields at its sole cost and expense during the term of this agreement. This shall include irrigating, mowing, fertilizing, and weed control; and maintenance of the irrigation delivery system, including the replacement of broken or damaged heads, pipes, and valves that exclusively service the ballfields. City shall have access to the irrigation clock for management of the timing of the irrigation on the fields.

B. District shall maintain the parking lots, all landscaping, and the pump station, at its sole cost and expense during the term of this agreement. This shall include maintenance of the parking lot asphalt subsurface, curbs, paint, striping, and landscape medians; and all landscaping, including vegetation and irrigation systems around the building. District shall also pay all costs associated with delivery of the irrigation water, including, but not limited to: electricity, ditch fees, and/or assessments. District shall be responsible for all costs related to maintenance of that portion of the irrigation delivery system that does not service the ballfields, including the irrigation pump.

5. **TERMINATION**

A. **TERMINATION FOR CONVENIENCE:** Either party may terminate this agreement for any reason upon sixty (60) days' written notice.

B. **TERMINATION UPON LOSS OF IRRIGATION SOURCE:** In the event that the existing surface irrigation water source is discontinued or the irrigation system is otherwise made unusable for any reason (including but not limited to a catastrophic

failure of the irrigation system), City or District may elect to immediately terminate this agreement upon notice to the other party.

- C. **TERMINATION UPON CITY'S DEFAULT:** If City 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 ten (10) days of written notice thereof, this Agreement, and all rights of City conferred by this Agreement, at District's option, may be deemed terminated and forfeited without further notice or demand.

6. **ASSIGNMENT OR TRANSFER**

City shall not assign, sublet or transfer the licensed premises, 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.

7. **NOTICES**

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

**To District:** West Ada School District  
Attn: Superintendent  
1303 E. Central Drive  
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 U.S. mail, postage prepaid, 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.

8. **CONDITION OF LICENSED PREMISES**

City acknowledges that City has inspected the licensed premises and does hereby accept the licensed premises as being in good and satisfactory order, condition, and repair. City agrees that upon termination of this Agreement, City shall surrender the licensed premises to District in the same good condition as received, reasonable wear and tear, damages by fire, acts of vandalism, or act of God exempted.

9. **HOLD HARMLESS AND INDEMNITY AGREEMENT**

On or about January 27, 2015, City and District entered into a *Hold Harmless and Indemnity Agreement*; such agreement is attached hereto as *Exhibit B* and incorporated herein by reference as though set forth fully herein.

10. **ENTIRE AGREEMENT**

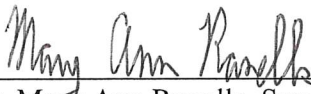
This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, verbal or written, including, without limitation, the License and Maintenance Agreement executed on May 17, 2016, and any and all amendments or addenda thereto.

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 on the Effective Date first above written.

**WEST ADA SCHOOL DISTRICT:**

By:   
Dr. Mary Ann Ranells, Superintendent

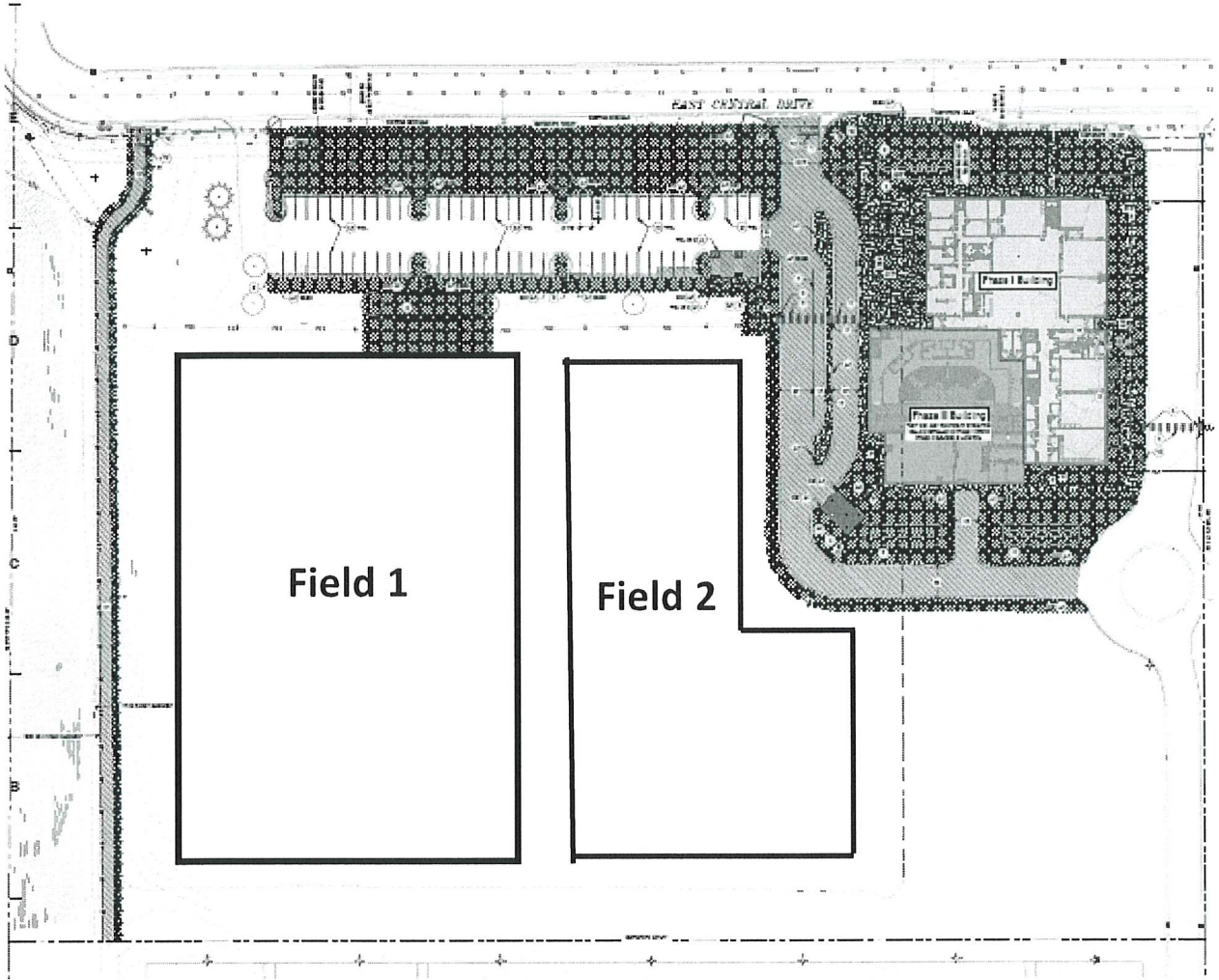
**CITY OF MERIDIAN**

Attest:

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

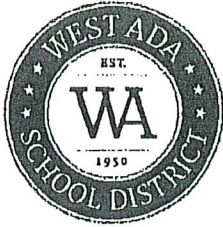
\_\_\_\_\_  
Chris Johnson, City Clerk

**EXHIBIT A**  
**LICENSED PREMISES**



**EXHIBIT B**  
**HOLD HARMLESS AND INDEMNITY AGREEMENT**

# EXHIBIT B



## West Ada SCHOOL DISTRICT

### HOLD HARMLESS AND INDEMNITY AGREEMENT (For use of School District Facilities by a Governmental Entity)

THIS HOLD HARMLESS AGREEMENT ("Agreement") is made by and between **Joint School District No. 2**, an Idaho school district and body corporate and politic of the State of Idaho, hereinafter the "District" and the **City of Meridian**, hereinafter referred to as "Entity".

#### RECITALS:

- A. Entity is a "governmental entity" as defined in the Idaho Tort Claims Act, Idaho Code §6-901, *et. seq.*
- B. Entity is interested in having the opportunity to use various facilities and/or grounds of the District for public purposes from time to time as approved by the District.
- C. In exchange for the opportunity to use the District's facilities and/or grounds, Entity desires to provide certain written assurances and indemnifications to District for claims and damage arising out of or occurring during and from such use as hereinafter set forth.

NOW THEREFORE, for good and valuable consideration, and in consideration of the recitals above, which are incorporated herein, and the mutual representations, covenants, undertakings and agreements hereinafter contained, District and Entity agree as follows:

1. Indemnification of District. Entity shall defend, indemnify and hold harmless the District, and District's trustees, officers, agents and employees, and the State of Idaho, from and against any and all demands, suits, actions, claims, loss or damage of any kind, character or description, whether or not meritorious, costs, or expenses, including, without limitation, attorneys' and other professional fees and disbursements, in conjunction with any loss of life, personal injury and/or property damage arising out of or relating to the occupancy or use by Entity of any part of the District's facilities and/or grounds occasioned wholly or in part by any act or omission of Entity or its officers, contractors, licensees, agents, servants, employees, guests, invitees or visitors, except for such claim resulting solely from the negligence or otherwise wrongful act or omission of the District and/or the District's officers, employees, or servants.
2. Entity to Maintain Insurance Coverage. As a condition precedent to any use of District facilities and/or grounds, Entity, at its own expense, shall keep and maintain in full force and effect a comprehensive general liability insurance policy issued by a company licensed to engage in the insurance business in the State of Idaho.

Dr. Linda Clark, *Superintendent*

1303 E. Central Drive • Meridian, ID 83642 • P: (208) 855-4500 • F: (208) 350-5962

- a. The insurance policy shall contain standard liability insuring agreements in the limits set forth in the Idaho Tort Claims Act, naming the District as a Certificate Holder. The limits of said policy shall be not less than five hundred thousand dollars (\$500,000.00) for bodily or personal injury, wrongful death, or property damage or loss as a result of any one (1) occurrence or accident, regardless of the number of persons injured or the number of claimants.
  - b. Not less than five (5) business days prior to Entity's first use of District's facilities and/or grounds, and at least annually thereafter for so long as Entity shall use any such facility and/or grounds, Entity shall furnish the District with a certificate of insurance evidencing the existence of such coverage, executed by a duly authorized representative of each insurer.
  - c. The certificate of insurance shall provide that the company or program providing such coverage shall provide the District with thirty (30) days prior written notice of cancellation or material alteration of the policies set forth in the certificate of insurance.
  - d. In the event that the limits of the Idaho Tort Claims Act are modified, the Entity shall deliver a new certificate of insurance to the District indicating compliance with the revised limits within ten (10) business days of the effective date thereof.
  - e. To the extent allowed under the Idaho Tort Claims Act and the Idaho Constitution, such insurance coverage shall be primary for any and all damage of any nature caused to or incurred by the District arising out of Entity's use of the District's facilities and/or grounds.
3. Waiver. The waiver by either party of the performance of any covenant, condition or term herein shall not invalidate this Agreement, nor shall the same be considered as a waiver by such party of any breach or other covenant, condition or term herein.
  4. Notices. Any notice under this Agreement shall be in writing and shall be treated as duly delivered if the same is personally delivered or deposited in the United States Mail, certified, return receipt requested, postage prepaid, and properly addressed as follows:

To District:                    Joint School District No. 2  
    Attn: Superintendent  
    1303 E. Central Drive  
    Meridian, ID 83642

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

5. Assignment. Entity shall not be entitled to transfer or assign all or any portion of its interest in this Agreement.

Dr. Linda Clark, *Superintendent*

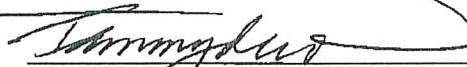
1303 E. Central Drive · Meridian, ID 83642 · P: (208) 855-4500 · F: (208) 350-5962



6. Attorney's Fees. In the event that suit or action is instituted by either party to interpret or enforce this Agreement, the prevailing party shall be entitled to recover a reasonable sum as attorney's fees and all court costs incurred on behalf of that party, including such fees and costs with respect to an appeal.
7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho.
8. Authority of the Parties. Each party to this Agreement represents and warrants that the execution, delivery, and performance of this Agreement has been duly authorized by all necessary action of such party and is a valid and binding obligation upon the persons or entity signing this Agreement.
9. Amendment or Modification. No modification, release, discharge, or amendment of any provision hereof shall be binding unless reduced to writing and signed by authorized representatives of both parties.

ENTITY:

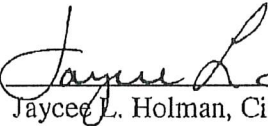
City of Meridian



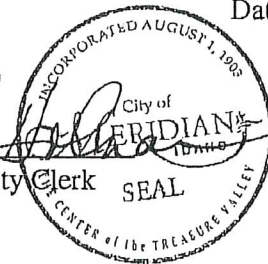
Tammy de Weerd, Mayor

Date: 1-27-15

ATTEST:



Jaycee L. Holman, City Clerk



DISTRICT:

Joint School District No. 2



Linda Clark, Superintendent

Date: 1/23/14

Dr. Linda Clark, Superintendent

1303 E. Central Drive • Meridian, ID 83642 • P: (208) 855-4500 • F: (208) 350-5962