

**LICENSE AGREEMENT BETWEEN ADA COUNTY
AND THE MERIDIAN POLICE DEPARTMENT**

THIS LICENSE AGREEMENT BETWEEN ADA COUNTY AND THE MERIDIAN POLICE DEPARTMENT is entered by and between **Ada County**, a duly formed and existing county pursuant to the laws and Constitution of the State of Idaho, (“County”), and the City of Meridian, a municipal corporation duly formed and existing pursuant to Idaho law, by and through the **Meridian Police Department** (herein referred to as “Licensee”) for a license to use a portion of real property described below and referred to as the "Work Space." County and Licensee may be referred to collectively as the “Parties.”

RECITALS:

WHEREAS, County owns certain real property located at 417 S. 6th Street, Boise, Idaho 83702 (“the Property”) and desires to license a portion of the Property to Licensee (“Work Space”) to be used by Licensee to provide services to certain victims of crime; and

WHEREAS, Licensee desires to utilize the Work Space to provide such services.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed and in consideration of provision of the Work Space and mutual representations, covenants, and agreements hereinafter contained, County and Licensee hereby agree to the terms and conditions of this License Agreement for a term beginning October 1, 2023 and ending September 30, 2024 as follows:

I. GENERAL PROVISIONS

1. **Work Space:** County hereby licenses to Licensee, and Licensee hereby licenses from County, the Work Space described in Exhibit B. The number of cubicles and office spaces in the Work Space occupied by the Licensee may be changed upon the mutual agreement of the Licensee and the County. The Work Space contains: (a) the designated area assigned to Licensee by the County within the first floor of the building located on the Property, as depicted in Exhibit B; and (b) access to and use of common areas, conference rooms, reception areas, and meeting areas. To the extent other law enforcement agencies who partner with County desire to occupy a cubicle in the Work Space, Licensee and County shall negotiate with such agency to allow such occupation of space.

2. **License Duration and Renewals:** This License Agreement shall commence on October 1, 2023 and end at the close of business on September 30, 2024 (the “Term”). This License Agreement may be renewed for additional Terms commencing on October 1 and concluding on September 30 of the following calendar year (“Renewal Term”) by a mutually executed writing. Either party may terminate this License Agreement early, for any reason, with ninety (90) days written notice to the other party.

II. LICENSEE'S OBLIGATIONS

1. **Promulgation of Rules:** Licensee agrees to follow any and all mutually agreed upon rules and regulations as established by Licensee and County that are applicable to the Work Space.
2. **Condition of Work Space:** Licensee agrees to accept the Work Space in an "AS IS" condition.
3. **Permitted Use:** Licensee shall use the Work Space primarily for serving victims of domestic violence, stalking, elder abuse, child abuse and/or sexual assault ("Victims"). Without limiting the foregoing, Licensee shall operate the Work Space and go about providing Victim services in compliance with all applicable governmental laws, regulations, and ordinances, all as may be amended from time to time. Licensee may install, with the written consent of County, which may not be unreasonably withheld, such Trade Fixtures and equipment as may be necessary in order to provide the victim services for which Licensee is responsible. For purposes of this License Agreement, a "Trade Fixture" is defined as furniture, fixtures, and equipment used by the Licensee in the conduct of its business and includes items such as, but not limited to, shelves, examination tables, medical equipment mounted to floors and walls, and reception counters.
4. **Limitations on Use:** Licensee shall not use the Work Space or the Property in any manner that will constitute waste, nuisance, or unreasonable annoyance (including, without limitation, the use of loudspeakers or sound or light apparatus that may be heard or seen outside the Work Space) to other Licensees, other occupants of the Property, or owners or occupants of adjacent properties. Licensee shall not do anything in or about the Work Space that will cause damage to the Property. Licensee shall not permit any unlawful occupation, business, or trade to be conducted at the Property, or any use to be made thereof contrary to any applicable law, ordinance, or regulation. Licensee agrees to handle all medical waste, if any, as required by applicable law.
5. **Licensee's Holdover:** Should Licensee fail to vacate the Work Space at the expiration of this License Agreement by lapse of time or otherwise, without the written consent of County, such failure to vacate shall not be deemed to extend this License Agreement. Licensee shall pay, upon demand, to County during any period while Licensee shall occupy the Work Space after expiration of this License Agreement as liquidated damages, a sum equal to Fifty Dollars (\$50.00) per day for each day of additional occupancy.
6. **Insurance:** The Licensee shall maintain an insurance policy (or policies) as described in Exhibit A.
7. **Repairs, Maintenance and Alterations:** Licensee shall promptly notify the County when it discovers any repairs are needed.
8. **Repairs:** Licensee covenants that upon return, the Work Space will be in the same condition as originally received, reasonable wear and tear excepted. Repairs actually necessitated

by the Licensee's waste, disfigurement, or defacement, or repairs required by the removal of alterations, improvements, or Trade Fixtures as provided for in Paragraph 3 of this License Agreement, shall be made solely at the Licensee's expense. Any repairs done by Licensee shall be done in a workmanlike manner and must comply with all applicable codes, ordinances, rules, and regulations.

9. **Failure to Repair, Maintain or Service:** In the event that County shall fail or refuse to make such repairs, perform such maintenance, provide such services, or to take any other action required of County pursuant to this License Agreement, the Licensee shall give County reasonable notice and time to cure. In the event that such failure or refusal prevents the Licensee from occupying any or all of the Work Space, the Licensee may terminate this License Agreement. In the event that this License Agreement is terminated during any Initial or Renewal Period for which the Licensee has prepaid, County shall, within thirty (30) days from the date of notification of termination by the Licensee, refund the full amount of any prepaid amount not applied to the amount due for Licensee's actual occupancy of the Work Space.

10. **Alterations and Improvements by Licensee:** Except for installation of Trade Fixtures, subsequent to the full execution of this License Agreement and during the Initial Period of this License Agreement and any extension, the Licensee shall not make any alterations, additions, or improvements to the Work Space without the prior written consent of County, which shall be granted or denied in its sole discretion. Any and all alterations and improvements made by the Licensee shall be made at the Licensee's sole expense. Upon termination of this License Agreement, the Licensee shall have the option to remove said alterations and improvements made by it, including Trade Fixtures, and the Licensee shall return the Work Space in as close to original condition as possible, reasonable wear and tear excepted. Any alterations or improvements made by the Licensee, including Trade Fixtures, not removed within a reasonable time after the termination of this License Agreement, shall become the property of County. Any such alterations performed by the Licensee, must be made in a workmanlike manner and must comply with all applicable codes, ordinances, rules and regulations.

11. **Fixtures Attached to the FACES Victim Center:** All computer networks, cables, fixtures and appurtenances at the time of licensing belong to Ada County and any interference, removal, or tampering with of any of the networks, cables, fixtures and/or appurtenances by Licensee without prior written approval from the County, may void the Agreement in its entirety.

12. **Control of Access:** Licensee will have exclusive decision-making authority regarding all entry and access into the Work Space. Licensee will consult with the Chief Operating Officer of the FACES Victim Center in making its access determinations, but will have final decision on any disputed access issues. County shall ensure that electronic and other access into the Work Space is controlled and/or programed as specified by Licensee, and shall promptly make requested changes. County, nor any other Licensee of the Property, shall not allow persons who are not CJIS certified into Licensee's Work Space. Escort by CJIS certified personnel is required for all non-certified persons making entry into Licensee's Work Space.

13. **Reporting:** Licensee is required to track and report quarterly to Ada County (a) how many individuals/patients were served by their organization, as well as (b) how often each individual/patient was served, and (c) what services each individual/patient received during their visit. These metrics shall be provided to Ada County Representative, Whitney Faulkner, at the end of business day on December 30, 2023, March 30, 2024, June 30, 2024, and September 30, 2024.

14. **Parking:** Each Licensee's Organization is responsible for its own parking. Employees, interns, volunteers, or other staff members involved in the Licensee's Organization are not entitled to a parking spot on the Victim Center's premises, and risk being towed if they park without the proper authorization from Ada County.

15. **Marketing of the FACES Victim Center:** The parties will coordinate marketing efforts relating to the FACES Victim Center. No party shall refer to any other party in any press, website, social media or marketing materials without express written permission from such party.

III. COUNTY'S OBLIGATIONS

1. **Common Area Access:** County will grant access to the Licensee for the Work Space, common areas, conference rooms, reception areas, and meeting areas.

2. **Repairs and Maintenance:** County at all times during this License Agreement shall cause the Work Space to be maintained in good condition and repair. County shall provide for general maintenance of the Work Space. County shall in the performance of its obligation, cause compliance with all standards established by the Joint Commission on Accreditation of Healthcare Organizations (J.C.A.H.O.), if applicable.

3. **Compliance with Laws:** County warrants that, upon delivery, the Work Space will be in good, clean condition and will comply with all laws, regulations or ordinances of any applicable municipal, state, federal, or other public authority respecting such use as specified above. Lack of compliance shall be an event of default and shall be grounds for termination of this License Agreement.

4. **Coordination of Efforts:** County shall manage and operate the Property so as to maximize the delivery of services to Victims.

5. **Establishment of Rules:** The County and Licensee shall establish such mutually agreed upon rules and regulations as may, in their estimation, be necessary to effectively operate the portion of the Property devoted to Victim services

6. **Accessibility:** The Work Space will meet or exceed standards for accessibility as set out in the Americans With Disabilities Act, Public Law 101-336 and applicable regulations; Uniform Building Code Chapter 11; and federal regulations applicable to the occupying agency.

IV. MISCELLANEOUS PROVISIONS

1. **Mutual Indemnification:** In the event County is alleged to be liable in any manner, as a result of any tortious acts or omissions of Licensee, to the extent allowed by Article VIII, Sections 3 and 4 of the Idaho Constitution and Idaho statutes, the Licensee shall indemnify and hold the County, its agents and employees, harmless from and against all liability, claims, loss, costs, and expenses arising out of, or resulting from such tortious acts or omissions of the Licensee. In the event the County is alleged to be liable on account of alleged tortious acts, omissions, or negligence, or all three (3), of the Licensee, the Licensee shall defend such allegations through counsel agreed to by the County and the Licensee shall bear all costs, fees, and expenses of such defense, including, but not limited to, all attorney fees and expenses, court costs, and expert witness fees and expenses.

In the event Licensee is alleged to be liable in any manner, as a result of any tortious acts or omissions of County, to the extent allowed by Article VIII, Sections 3 and 4 of the Idaho Constitution and Idaho statutes, the County shall indemnify and hold the Licensee, its agents and employees, harmless from and against all liability, claims, loss, costs, and expenses arising out of, or resulting from such tortious acts or omissions of the County. In the event the Licensee is alleged to be liable on account of alleged tortious acts, omissions, or negligence, or all three (3), of the County, the County shall defend such allegations through counsel chosen by the Licensee, and the County shall bear all costs, fees, and expenses of such defense, including, but not limited to, all attorney fees and expenses, court costs, and expert witness fees and expenses.

In no event will the indemnification provisions herein alter the protections afforded and/or defenses that may be available to the Licensee or County under the Idaho Tort Claims Act.

2. **Fire or Damage:**

A. **Damage or Destruction Renders Work Space Unfit for Occupancy.** If, during the effective period of this License Agreement, the Work Space, or any portion thereof, is destroyed or damaged by fire, water, wind, or any other cause not the fault of the Licensee so as to render the Work Space unfit for occupancy by the Licensee, this License Agreement shall be automatically terminated and at an end. The Licensee shall immediately surrender the Work Space to County and shall be responsible for License Fees only to the time of such surrender.

B. **Prepaid Fees.** In the event that this License Agreement is terminated as the result of damage or destruction to the Work Space during any period of its term for which the Licensee has prepaid rent, County shall, within thirty (30) days from the date of notification of termination by the Licensee, refund the full amount of any prepaid License Fees not applied to Licensee's actual occupancy of the Work Space.

3. **Default:** In the event that either Party shall default in the performance of any material term, covenant, or condition of this License Agreement, the Party not in default may, at its option, terminate this License Agreement if the default is not cured. The Party alleging default must provide written notice of said default, specifying the alleged default, and the receiving Party

shall have fifteen (15) business days to cure or shall immediately provide written documentation that it is proceeding to cure the default in an expedited manner (e.g., working overtime, express delivery, etc.). Should the Licensee be in default by surrendering occupancy of the Work Space in some manner that violates the terms of the License Agreement, County may reenter the Work Space without affecting its right of recovery of accrued payment therefore; provided, however, County shall exercise due diligence to mitigate any and all future losses of rent or damages that may result due to the failure of the Licensee to occupy the Work Space.

4. **Personal Liability:** It is agreed by and between the Parties that in no event shall any official, officer, employee or agent of either the Licensee or County be in any way liable or responsible for any covenant or agreement contained in this License Agreement, express or implied, nor for any statement, representation or warranty made in or in any way connected with this License Agreement or the Work Space. In particular, and without limitation of the foregoing, no full-time or part-time official, employee, or agent of the Licensee or County shall have any personal liability or responsibility under this License Agreement, and the sole responsibility and liability for the performance of this License Agreement and all of the provisions and covenants contained in this License Agreement shall rest in and be vested with the Licensee and County.

5. **Relation of Parties:** The Parties agree and acknowledge that neither shall be considered the employer, agent, representative, or contractor of the other by reason of this License Agreement.

6. **Hazardous Substances:** Without limiting the generality of any other provision of this License, Licensee shall not cause or permit any hazardous or toxic substances to be used, stored, generated on, transported over or disposed of on or in the Work Space in violation of any laws. If hazardous or toxic substances are used, stored, generated on, transported over, or disposed of on or in the Work Space in violation of any laws, or if the Work Space becomes contaminated in any manner, in each case as a result of actions by Licensee, Licensee shall indemnify, defend, and hold County harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses including, without limitation, the decrease in the value of the Property, damages caused by loss or restriction of useable space or other damages caused by adverse impact on marketing of the Property and any and all sums paid for settlement of claims and attorneys' fees arising during or after the License Agreement is terminated or arising as a result of that contamination by Licensee.

This indemnification includes, without limitation, any and all costs incurred resulting from, arising out of or relating to site or any clean up, removal or restoration mandated by federal, state or local agencies or political division or deemed desirable by County. All agreements and indemnities contained in this Section shall be deemed to survive the expiration or other termination of this License Agreement. Without limiting the foregoing, if Licensee causes or permits the presence of any hazardous or toxic substances on the Property and that results in a contamination, Licensee shall immediately notify County, and then Licensee, after first obtaining County's approval for any remedial action, shall commence and diligently pursue to completion all necessary remedial action.

7. **Entry by County:** Licensee shall permit County and its authorized employees and representatives, to enter the Work Space at all reasonable times upon twenty-four (24) hours' advance notice for the purpose of inspecting: (a) the Work Space; or (b) performing any work in the Work Space. Notwithstanding the foregoing, County may immediately enter the Work Space and make any necessary repairs thereto without prior notice in the event of an emergency involving any casualty, hazard, illness, or potential danger to life or property. County shall not be liable in any manner for any inconvenience, disturbance, loss of business, nuisance, or other damage in connection with County's entry on the Work Space except damage resulting from wrongful acts or omissions of County or its authorized representatives occurring during such entry.

8. **Notices:**

A. Any notice required to be sent by the Licensee shall be sent to Whitney Faulkner, Ada County Representative and Ada County Deputy Prosecutor, 200 W. Front Street, Boise, Idaho 83702.

B. Any notice to Licensee shall be sent to: Meridian Police Department, attention: Chief of Police, 33 E. Broadway Ave., Meridian, Idaho 83642

C. In the event of a change of address by County or the Licensee, County and Licensee agree to notify each other in writing within ten (10) days of the date of any such change.

9. **Heirs and Assigns:** The terms of this License Agreement shall apply to the heirs, executors, administrators, successors, and assigns of both County and the Licensee in like manner as to the original Parties.

10. **Assignment:** This License Agreement is based on subjective choices requiring mutual cooperation made by both Parties and other licensees of the Property concerning the delivery of services to Victims. As a result, Licensee shall not voluntarily, or by operation of law, license, assign, pledge, mortgage or otherwise transfer or encumber this License or the Work Space without the prior written consent of County, which consent may be withheld, conditioned or delayed at its sole discretion. Any license, assignment, pledge, mortgage, or other transfer or encumbrance occurring by operation of law without County's consent shall be voidable and, at County's election, shall constitute immediate grounds for termination of this License Agreement. No consent to any license, assignment, pledge, mortgage, or other transfer or encumbrance by County in one instance shall constitute a future waiver of the provisions of this Article.

11. **Nonwaiver:** The failure of either Party to insist upon strict performance of any of the covenants and agreements of this License Agreement or to exercise any option contained in this License Agreement shall not be construed as a waiver or relinquishment of any such covenant or agreement, but the same shall be and will remain in full force and effect unless such waiver is evidenced by the prior written consent of authorized representatives of County and the Licensee.

12. **Independent Contractor:** Nothing in this License Agreement shall be construed to create an employment, agency, joint venture, or partnership relationship between the Parties. The relationship between County and Licensee is and shall remain that of independent Parties to a contractual relationship as set forth in this License Agreement. No Party is authorized or permitted to act as an agent or employee of the other Party.

13. **Governing Law:** This License Agreement shall be constructed and enforced in accordance with, and governed by, the laws of the State of Idaho, without regard to conflicts of laws principles. Any action relating to this License Agreement must be filed in the Fourth Judicial District in Boise, Idaho.

14. **Headings:** The section headings and the table of contents contained herein are for reference purposes only and shall not in any way affect the meaning or interpretation of this License Agreement.

15. **Entire License; No Modifications:** This License Agreement and the Exhibits attached hereto constitute all agreements, promises terms, conditions or understandings, either oral or written, between the parties hereto with respect to the Work Space. No modification, waiver or amendment of this License Agreement or of any of its conditions or provisions shall be binding upon County or Licensee unless such modification, waiver or amendment is in writing and signed by both Parties.

16. **Time of Essence:** Time is of the essence of each provision of this License Agreement.

17. **Construction:** When required by the context of this License Agreement, the singular shall include the plural.

18. **Severability:** If any term, agreement or condition of this License Agreement or the application of any term, condition or agreement to any person or circumstances shall, to any extent, be invalid or unenforceable by law, the remainder of this License Agreement or any other application of the term, agreement or condition shall be valid and enforced to the fullest.

19. **Force Majeure:** Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the Party obligated to perform, shall excuse the performance by such for a period equal to any such prevention, delay, or stoppage, except the obligation imposed with regard to Rent and other charges to be paid by Licensee pursuant to this License Agreement.

20. **Asbestos and Health Hazards:** In the event that asbestos or another health hazard is discovered in the Work Space and if the Licensee is unable to continue occupancy of the Work Space due to the presence of asbestos or any other health hazard, or because of any governmental, legislative, judicial, or administrative act, rule, decision, or regulation, this License Agreement may be terminated by the Licensee upon ten (10) days' written notice to County.

21. **Nondiscrimination:** In the event County provides any services such as janitorial service to the Licensee, County hereby agrees to provide these services funded through or affected by this License Agreement in accordance with all applicable State and Federal nondiscrimination laws.

22. **Material Representations:** The Parties agree and acknowledge that the representations, warranties, and acknowledgments made in this License Agreement are material and the Parties have relied upon them in entering this License Agreement.

23. **Authorized Signatories:** Each individual executing this License Agreement on behalf of an entity represents and warrants that he or she is duly authorized to execute and deliver this License Agreement on behalf of said entity in accordance with duly adopted organizational documents and, if appropriate, a resolution of the entity, and that this License Agreement is binding upon said entity in accordance with its terms.

IN WITNESS WHEREOF, the Parties have executed this License Agreement as set forth above on this _____ day of _____, 2023.

Board of Ada County Commissioners

By: _____
Rod Beck, Commissioner

By: _____
Ryan Davidson, Commissioner

By: _____
Thomas Dayley, Commissioner

ATTEST:

Trent Tripple, Ada County Clerk

Licensee: The City of Meridian

By: _____
Mayor Robert Simison

ATTEST:

_____, City Clerk

_____ (Printed Name)

EXHIBIT A
INSURANCE REQUIREMENTS

A. County grants Licensee the right to self-insure all or part of the insurance requirements. By requiring insurance herein, County does not represent that coverage and limits are necessarily adequate to protect Licensee and such coverage and limits shall not be deemed as a limitation on Licensee's or County's liability under the mutual indemnities granted under this Agreement. County acknowledges that Licensee is a governmental entity with statutory limits of liability governed by the Idaho Torts Claim Act.

B. Provided, if Licensee does not exercise its right to fully self-insure, Licensee shall provide written certification that it has purchased commercial insurance policies sufficient to cover the statutory limits set forth in the Idaho Torts Claim Act. Said certification shall be provided to County within thirty (30) days after the effective date of the renewal.

EXHIBIT B

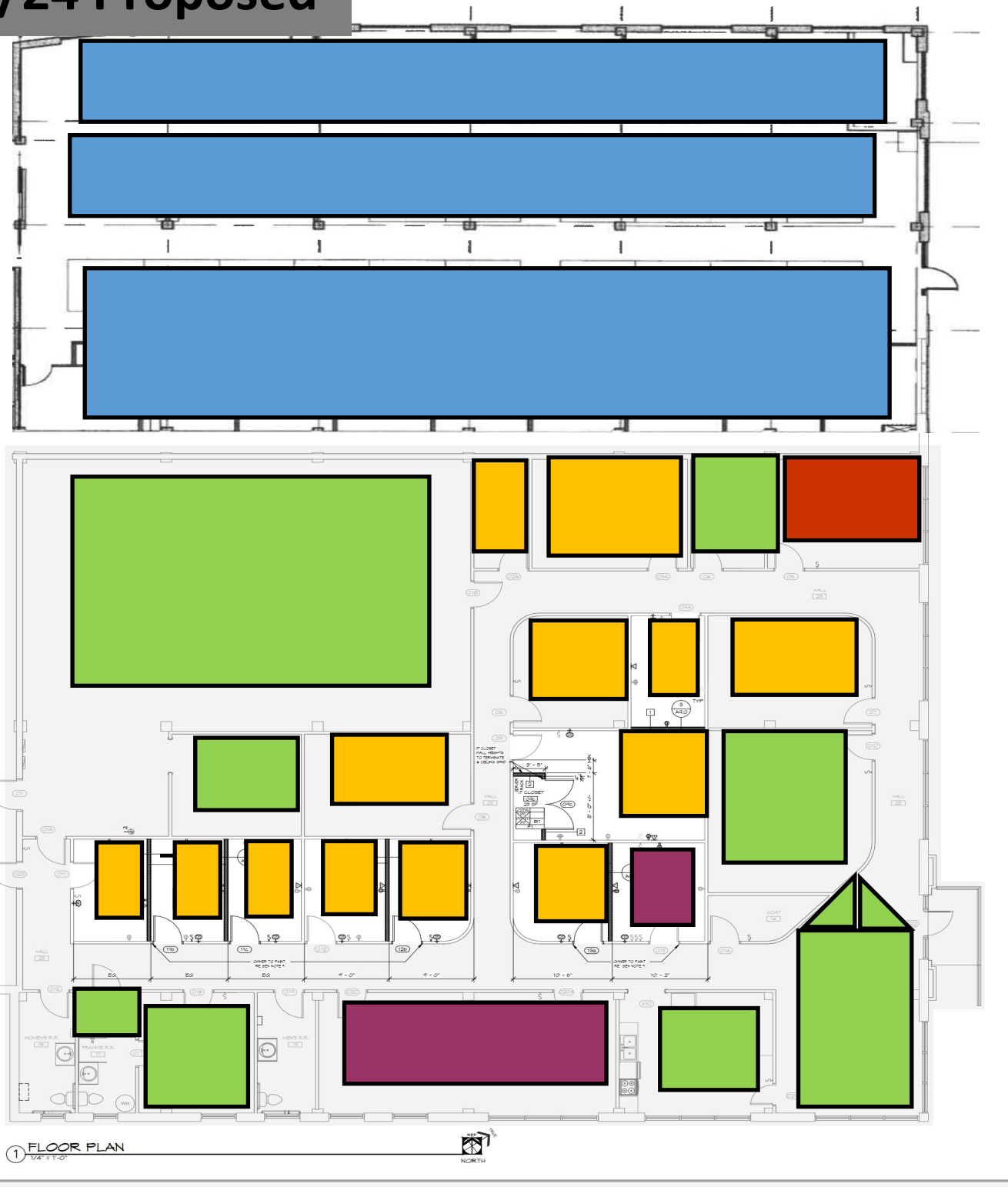
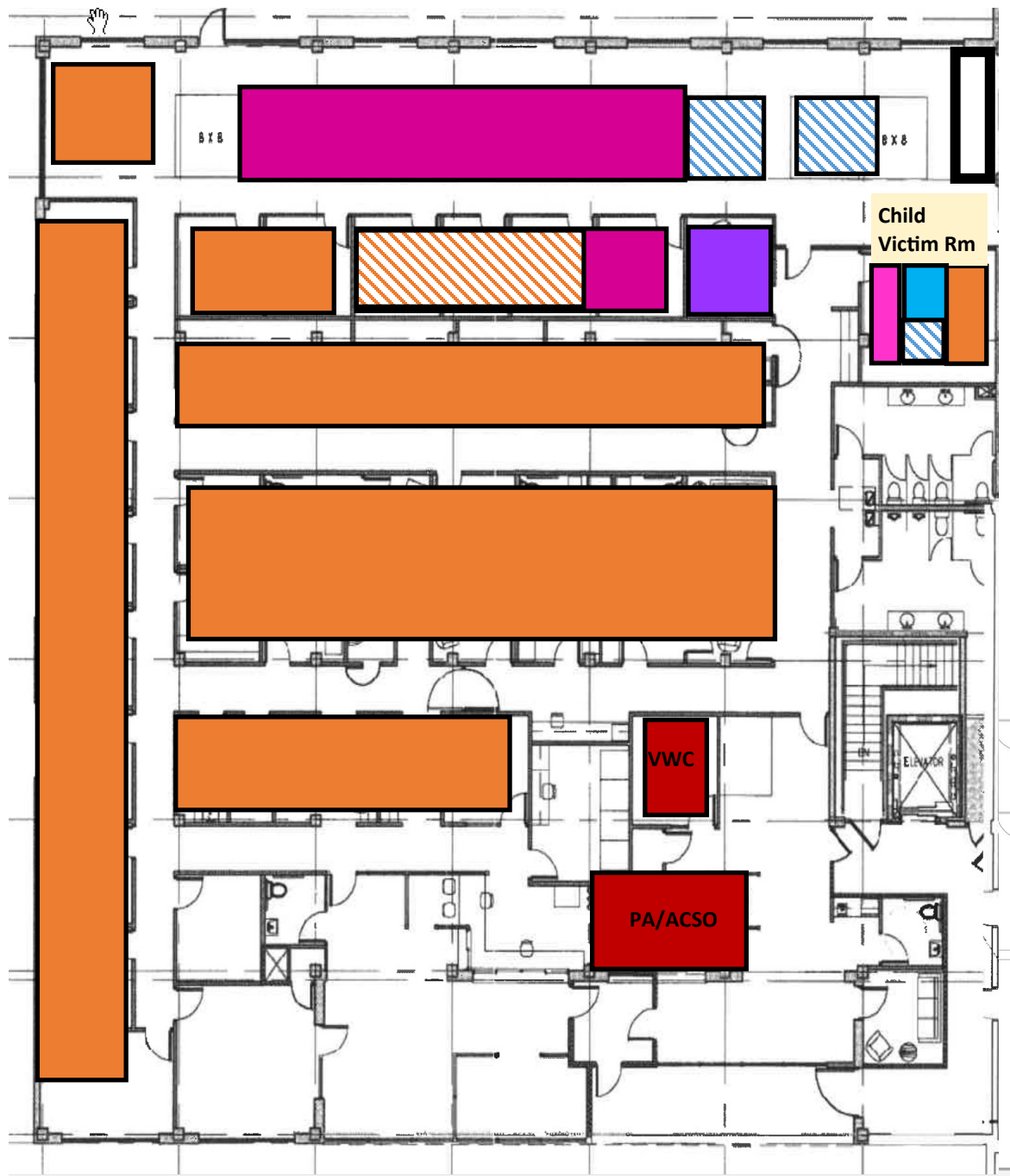
WORK SPACE DESCRIPTION AND FLOORMAP (SEE ATTACHED)

One (1) cubicle

23/24 Proposed

Legend

- Prosecutor
- BPD
- CARES/SA
- H & W
- ACSO/MPD/GCPD Shared Space
- Foundation
- Common Areas
- APS
- INCA
- U of I



FACES BASEMENT 23/24

