

**CITY OF MERIDIAN / ADA COUNTY EMERGENCY MEDICAL SERVICES
DISTRICT STATION SEVEN CO-LOCATION AGREEMENT**

Parties:

City of Meridian (“Meridian”), a municipal corporation operating pursuant to the laws of the State of Idaho.

Ada County Emergency Medical Services District d/b/a Ada County Emergency Medical Services (“ACEMS”), an ambulance district formed pursuant to Idaho Code Section 31-3908 and existing by virtue of the laws of the State of Idaho.

This **CITY OF MERIDIAN / ADA COUNTY EMERGENCY MEDICAL SERVICES DISTRICT STATION SEVEN CO-LOCATION AGREEMENT (“Agreement”)** is entered into this ____ day of _____, 2023, by and between Meridian, operating its own municipal fire department known as the Meridian Fire Department (“MFD”), whose address is 33 E. Broadway Avenue, Meridian, Idaho 83642 and ACEMS, whose address is 200 W. Front Street, Boise, Idaho 83702. Meridian and ACEMS are at times referred to herein individually as “Party” and collectively as “Parties.”

WHEREAS, Title 50, Chapter 14, Idaho Code grants to Meridian authority to manage real property owned by the City in ways which the judgment of the City Council deems to be in the public interest; and

WHEREAS, Meridian is authorized by Idaho Code section 50-309 to establish fire stations to house engines and other fire-fighting apparatus, and has recently commenced construction on a new fire station, located at 2385 E. Lake Hazel Road, Meridian Idaho (“Station Seven” or the “Premises”), which is expected to be completed by September 2023; and

WHEREAS, ACEMS is statutorily required to provide EMS services throughout Ada County, including portions that lie within the service area of MFD; and

WHEREAS, the Parties wish to co-locate up to three ACEMS Personnel and one ambulance within Station Seven to facilitate the cost-effective provision of EMS ambulance services on a 24 hour a day/seven days a week basis, to Meridian residents for the foreseeable future; and

WHEREAS, Meridian performed a competitive solicitation for the construction of Station Seven and entered into a contract for the completion of Station Seven; and

WHEREAS, ACEMS wishes to contribute toward the cost of the construction of Station Seven, as outlined more fully herein; and

WHEREAS, the Parties wish to enter into a ten-year co-location agreement, with ACEMS’s agreed contribution toward the construction of Station Seven paid, in full, in advance; and

WHEREAS, pursuant to the resolution required by Idaho Code section 50-1407, adopted concurrently with the execution hereof, Meridian City Council deems that the grant of a leasehold interest in this Meridian real property to ACEMS, as provided herein, serves the public interest;

NOW THEREFORE, the Parties declare their intent to enter into this co-location agreement under which ACEMS staff and equipment will be co-located with MFD at Station Seven; in consideration for which ACEMS will contribute to the costs of the construction of Station Seven, as follows.

TERMS AND CONDITIONS

Section 1. Lease of Certain Space at the Premises. Upon the terms and conditions hereinafter set forth, Meridian grants to ACEMS, and ACEMS accepts from Meridian, a leasehold interest in certain space within the Premises, as specifically provided in Exhibit A, to-wit: ACEMS shall be entitled to exclusive use of two (2) bedrooms and shall be guaranteed one (1) parking bay within the Premises garage for an ambulance. The common spaces identified in Exhibit A will be utilized by both Parties. Meridian may exclude ACEMS from non-common spaces. The Parties recognize that, at the outset of this Agreement, Station Seven is undergoing construction. Therefore, the Parties agree that Exhibit A may be amended in the future to recognize changes to the Premises caused by final construction, but it may also be amended to account for changed needs of the Parties during the term of this Agreement. Any such future amendments must comply with paragraph 14(h) of this Agreement to be effective.

- (a) **Term.** The term of this Agreement shall commence on October 1, 2023 (“Commencement Date”) and end on September 30, 2033 (“Term”), unless sooner terminated as hereinafter provided. By March 1, 2033, ACEMS may propose a written amendment, as contemplated in Section 13(h), extending the Term for an additional ten (10) years. Meridian’s acceptance of an extended Term shall not be unreasonably withheld, where both Parties find that such extension would be in the best interest of each respective Party and of the public served by both Parties.
- (b) **ACEMS Contribution.** Subject to an appropriation in the ACEMS fiscal year 2024 budget, ACEMS agrees to contribute towards the construction cost of Station Seven a lump-sum payment in the amount of Seven Hundred Fifty Thousand Dollars (\$750,000.00) for the Term (“Contribution”). ACEMS shall pay the Contribution to Meridian in full within thirty (30) days of the Commencement Date of this Agreement.

Section 2. Repairs and Maintenance.

- (a) **Meridian’s Obligations.** Meridian shall be responsible for repairs and maintenance of the roof and gutters, exterior walls (including painting), bearing walls, structural members, floor slabs, foundation of the Premises, exterior water, sewage, gas and electrical services and the maintenance, repair and/or replacement of the heating and air conditioning system in the Premises. Meridian shall also be responsible for the following: maintenance of interior walls, ceilings, doors, windows, and related hardware, light fixtures, switches, and electrical wiring and plumbing in the Premises, and all other repair and maintenance

required to be made to the Premises not otherwise listed in this Section. Meridian shall also maintain the sidewalks, driveways, curbs, parking areas and fences on the Premises and shall provide snow removal for those areas.

- (b) ACEMS's Obligations. ACEMS shall not be responsible for any repairs or maintenance of the Premises, except that ACEMS shall be responsible for any maintenance and repair necessitated by the actions, including acts of negligence, of ACEMS, its agents, and employees, including maintenance and repairs that would otherwise be the responsibility of Meridian under this Section. Absent evidence to the contrary, it is presumed that repairs and maintenance that may be needed in the future for two (2) bedrooms ACEMS exclusively occupies is attributable to the actions of ACEMS.
- (c) No Business Interference. In performing any repairs, replacements, alterations, or other work performed on or around the Premises, Meridian shall not cause unreasonable interference with the use of the Premises by ACEMS. ACEMS shall have no claim against Meridian for any inconvenience or disturbance resulting from Meridian's activities performed in conformance with the requirements of this Section.
- (d) Reimbursement for Repairs and Maintenance Assumed. If either Party fails or refuses to make necessary repairs and/or perform necessary maintenance which are the responsibility of such party under this Agreement, the other party may make the repairs, or perform the maintenance, and charge the actual costs of repairs or maintenance to the defaulting party, which the defaulting party shall pay within thirty (30) days of an invoice for such charges.

Section 3. ACEMS's Use of Premises.

- (a) Use. The Premises shall be used for sleeping quarters and for the storage of one emergency vehicle and EMS medical supplies. Meridian will provide a reasonable space within the medical supply area, the location and size of which will be mutually agreed upon between the Parties, for EMS medical supplies, as well as space for a small refrigerator unit for storage of perishable medical supplies. Any other use will not be permitted, without the prior written consent of Meridian.
- (b) Restrictions. In no event shall ACEMS use the Premises, or any part thereof, for the provision of medical services or as a primary residence. ACEMS may only park one (1) emergency vehicle in the attached garage constituting part of the Premises, except as otherwise provided in Section 3(c).
- (c) Battalion Commander vehicle parking. ACEMS may park an ACEMS Battalion Commander vehicle at Station Seven, on a temporary basis, as needed. Meridian must consent, in writing, to the parking of any other type of emergency vehicle at Station Seven. The ACEMS Battalion commander vehicle is permitted to be parked in the exterior parking area of the Premises and does not have a space in the garage.
- (d) Additional Parking. During the term of this Agreement, Meridian hereby grants ACEMS a license, for ACEMS to use, on a non-exclusive basis, up to a maximum of three (3)

parking spaces in Meridian's parking lot adjacent to the Premises, solely for the parking of ACEMS's employees' and staff's personal vehicles and not for the parking of any of ACEMS's emergency vehicles.

- (e) Observance of Laws. ACEMS shall not use, or permit the Premises, or any part thereof, to be used for any purpose or purposes other than the purpose or purposes for which the Premises are hereby occupied as set forth in Section 3(a); and no use shall be made or permitted to be made of the Premises, or acts done, which cause a violation of any present or future law, regulation, ordinance, and/or rule of THE JOINT COMMISSION ON ACCREDITATION OF HEALTH CARE ORGANIZATIONS and/or any governmental entity with jurisdiction over the Premises, ACEMS or Meridian and which pertain to the Premises, or which will cause a cancellation of any insurance policy covering the Premises, or any part thereof, nor shall ACEMS sell or permit to be kept, used or sold in or about the Premises, any article which may be prohibited by the standard form of fire insurance policies. Upon written notification as provided for herein, ACEMS shall comply with all reasonable requirements pertaining to the Premises of any insurance organization or company necessary for Meridian to maintain insurance covering the Premises and appurtenances at any time located in and around the Premises. ACEMS shall not commit, or suffer to be permitted, waste, or allow any nuisance or illegal act to occur upon the Premises.
- (f) Environmental. For purposes of this Agreement, hazardous materials shall include, but shall not be limited to, any substances, materials or wastes that are regulated by any local governmental authority, the State in which the Premises are located, or the United States of America because of toxic, flammable, explosive, corrosive, reactive, radioactive or other properties that may be hazardous to human health or the environment ("Hazardous Materials").

ACEMS agrees that, except for "De Minimis Amounts" (defined below), ACEMS will not use, handle, generate, treat, store or dispose of, or permit the use, handling, generation, treatment, storage or disposal of any Hazardous Materials in, on, under, around or above the Premises, now or at any future time. ACEMS shall indemnify and save Meridian harmless from any and all actions, proceedings, claims and losses of any kind, including but not limited to those arising from injury to any person, including death, damage to or loss of use or value of real or personal property, and costs of investigation and cleanup or other environmental remedial work, which are caused by Hazardous Materials introduced to the Premises by ACEMS or any of ACEMS's agents or employees. "De Minimis Amounts" means, with respect to any given level of Hazardous Materials, that level or quantity of Hazardous Materials in any form or combination of forms, the use, storage or release of which does not constitute a violation of, or require remediation, reporting or monitoring under, any environmental laws and is customarily employed in the ordinary course of, or associated with, similar businesses as the business being conducted at the Premises.

If at any time, during the term of this Agreement, it is determined that there are any Hazardous Materials located in, on, under, around, or above the Premises which are introduced to the Premises by ACEMS or any of ACEMS's agents or employees or anyone

holding under ACEMS which are in violation of any federal, state or local environmental law, statute, ordinance or regulation, court or administrative order or decree, or private agreement (“Environmental Requirements”), including Environmental Requirements requiring special handling of Hazardous Materials in their use, handling, collection, storage, treatment or disposal, ACEMS shall promptly notify Meridian and ACEMS shall commence with diligence, but in any event within thirty (30) days after receipt of written notice of the presence of the Hazardous Materials, and shall continue to diligently take all appropriate action, at ACEMS’s sole expense, to comply with all such Environmental Requirements. At Meridian’s request, ACEMS shall promptly and properly remove such Hazardous Materials from the Premises and properly dispose of them. Failure of ACEMS to comply with all Environmental Requirements or failure of ACEMS to promptly and properly remove and dispose of such Hazardous Materials at the request of Meridian shall constitute an Event of Default under this Agreement.

(g) ACEMS Covenants. ACEMS covenants and agrees:

- (1) To use the Premises in a safe, careful and lawful manner.
- (2) To report in writing to Meridian any defective condition which may require repair.
- (3) At Meridian’s direction, to make and/or pay for any repairs to the Premises which ACEMS is required to make under this Agreement.

(h) Heavy items. ACEMS shall not place a load upon any floor of the Premises which exceeds the load per square foot which such floor was designed to carry or which is allowed by law. Meridian reserves the right to prescribe the weight and position of all safes and heavy items which ACEMS wishes to place in the Premises so as properly to distribute the weight thereof.

(i) Fixtures. Any trade fixtures installed on the Premises by ACEMS at its own expense, such as movable partitions, counters, shelving, showcases, mirrors, equipment and the like, may, and at the request of the Meridian shall, be removed on the expiration or earlier termination of this Agreement. ACEMS shall bear the cost of any such removal and ACEMS shall repair, in a good and workmanlike manner, any damage to the Premises caused by such removal, at its own expense.

(j) Signs. ACEMS shall not place any signs, flags, lights, artwork, or other appurtenances on Premises without express approval of Meridian.

(k) Improvements. Prior to the Commencement Date and during ACEMS’s continuing occupancy of the Premises, Meridian shall supervise the design, construction and installation of Station Seven in accordance with its construction contract for same, for the purpose of preparing the Premises for Meridian’s and ACEMS’s joint occupancy and use in accordance with this Agreement. Meridian shall ensure that the construction and installation of Station Seven is in accordance with the construction contract and all applicable laws and building codes, and is done in a good and workmanlike manner.

Section 4. Alterations or Improvements. ACEMS shall not make, or permit to be made, any alterations or improvements to the Premises (including, without limitation, telecommunications, data transmission and other wiring), unless ACEMS obtains the prior written consent of Meridian. Any and all alterations or improvements shall be made in accordance with all applicable laws and building codes, in a good and workmanlike manner and in quality equal to or better than the original construction of the Premises and shall comply with such requirements as Meridian considers necessary or desirable, as set forth in writing. ACEMS shall promptly pay all costs attributable to such alterations and improvements and shall indemnify Meridian against any mechanics' liens or other liens or claims filed or asserted as a result thereof and against any costs or expenses which may be incurred as a result of building code violations, attributable to such work. ACEMS shall promptly repair any damage to the Premises caused by any such alterations or improvements. Any alterations or improvements to the Premises, except movable furniture and equipment and trade fixtures, shall become a part of the realty and the property of Meridian, and shall not be removed by ACEMS, unless Meridian requires that they be removed by ACEMS, in which case, ACEMS shall be required to restore the Premises to their condition prior to such alteration or improvement, normal wear and tear excepted.

ACEMS shall be deemed to have abandoned any improvements, furnishings and equipment that it is entitled to remove but which it fails to remove within thirty (30) days of the expiration or termination of this Agreement, and upon abandonment, such property shall be the property of Meridian.

ACEMS shall not make any changes or alterations to the Premises and/or the passageways, pedestrian walkways, sidewalks and parking at Station Seven which would have the effect of making the improvements in and near the building cease to be in compliance with the AMERICANS WITH DISABILITIES ACT OF 1990, Public Law No. 101-336, 42 USC 12101 et. seq. as it may be amended from time to time (the "ADA"). ACEMS shall not enter into any change of use of the Premises, whether approved by Meridian or not, if such change in use would result in increased liability of Meridian under the ADA, or any shifting of liability between ACEMS and Meridian as a result of any such change of use.

Section 5 Furnishings. Following the construction of Station Seven, it will be necessary to purchase furnishings for various spaces in Premises, including common spaces and the two (2) bedrooms ACEMS will exclusively occupy. ACEMS agrees to purchase the furnishings for the two (2) bedrooms it will exclusively occupy, as well as two (2) recliners for use in the common space. Meridian shall be responsible for the total costs for purchasing furnishings for all other portions of the Premises. During the Term, should replacement or repair of furnishings become necessary after the initial purchases discussed above, ACEMS shall be responsible to pay the full cost of replacing or repairing furnishings in the two (2) bedrooms it exclusively possesses and the two (2) recliners in the common space. Replacement and repair costs of furnishings for all other parts of Station Seven, including common spaces, shall be the responsibility of the Meridian. Furnishings, as discussed in this paragraph, contemplates items of furniture such as couches, chairs, tables, desk, etc. as well as appliances such as microwaves, ovens, washer, dryers, and refrigerators. It is not intended to include items such as electronics, particularly information technology hardware. The Parties agree that any furnishings, purchased jointly by the Meridian and ACEMS shall be the property of Meridian. Furnishings, purchased solely by the ACEMS,

which are not affixed to Station Seven, shall remain the property of the ACEMS, regardless of its use or purpose. Any furnishings, purchased solely by the ACEMS, which are affixed to Station Seven, shall become the property of the Meridian.

Section 6. Damage and Destruction.

- (a) **Less Than 25% Damage.** If less than 25% of the Premises are damaged by fire or casualty any time during the Term, Meridian shall repair such damage as soon as reasonably possible, at Meridian's sole expense, unless such damage was caused by ACEMS or ACEMS's employees/agents, in which case, ACEMS shall reimburse Meridian the cost of such repairs to the extent such costs are not covered by the insurance coverage maintained by ACEMS.

- (b) **25% or More Damage.** If twenty-five percent (25%) or more of the Premises are damaged by fire or casualty any time during the Term, Meridian shall repair such damage as soon as reasonably possible, at Meridian's sole expense, such that the Premises are restored substantially to the condition they were in prior to such casualty, unless such damage was caused by ACEMS or ACEMS's employees/agents, in which case, ACEMS shall reimburse Meridian the cost of such repairs to the extent such costs are not covered by the insurance coverage maintained by ACEMS. However, in the event Meridian elects to repair the damage, as provided herein, and insurance proceeds plus any amount Meridian voluntarily contributes, are insufficient to restore the Premises to a condition that allows ACEMS to use the Premises in the same manner as was used prior to such casualty, ACEMS and Meridian shall have the right to terminate this Agreement in accordance Section 9, with no further obligation existing between the Parties.

Section 7. Assignment and Subletting. ACEMS shall not assign, transfer, mortgage or otherwise encumber this Agreement or the Premises, or sublet or rent (or permit occupancy or use of) the Premises, or any part thereof, without obtaining the prior written consent of Meridian, which consent shall be at the sole and absolute discretion of Meridian.

Section 8. Subordination and Attornment. This Agreement is subject and subordinate to the lien of any and all mortgages which may now or hereafter encumber or otherwise affect the Premises, or Meridian's interest therein, and to all and any renewals, extensions, modifications, recastings or refinancings thereof. In confirmation of such subordination, ACEMS shall, at Meridian's request, promptly execute any requisite or appropriate certificate or other document. ACEMS agrees that in the event that any proceedings are brought for the foreclosure of any such mortgage, ACEMS shall attorn to the purchaser at such foreclosure sale, if requested to do so by such purchaser, and to recognize such purchaser as the Meridian under this Agreement.

Section 9. Termination of Agreement. The Parties agree that the intent of this Agreement is to allow for the co-location of the Parties at Station Seven so that ACEMS may provide EMS Services in Meridian. The Term of this Agreement, together with the ACEMS's contribution to the construction of Station Seven, evidence the intent of a minimum ten-year relationship. Thus, this Agreement can only be terminated by mutual written agreement between the Parties, for the

duration of the Term. Any dispute, or alleged breach of the terms of the Agreement by either Party shall be addressed as follows:

- (a) Issue shall be reported by either Party to its own Chief and resolution shall be attempted through negotiations by and between the respective chains of command of the Parties;
- (b) Any issue that cannot be resolved in accordance with 9(a), shall be escalated to a mediator, mutually agreed upon between the Parties, for an attempted mediation of the issue and resolution.
- (c) Any issue that remains unresolved following negotiation between the Parties or mediation may be escalated for consideration and attempted resolution by the Parties' governing bodies, who shall hold a joint special meeting, as needed, to consider the issue and attempt to reach a resolution.
- (d) In the event that either Party is required to bring an action arising out of any failure, breach or default of any obligations under this Agreement, the Parties agree that the prevailing Party shall be paid such reasonable costs and attorneys' fees as the prevailing Party may incur in connection with such action, including, without limitation, any costs and reasonable attorneys' fees incurred by the prevailing Party in an action for summary proceedings to recover possession of the Premises.
- (e) The Parties intend that this Agreement comply at all times with federal and state laws (collectively, "Applicable Laws."), If at any time, as a result of the issuance of new federal regulations, or otherwise, a Party in good faith determines that this Agreement does not comply with Applicable Laws, then the Parties shall use good faith efforts to conform the Agreement in such a manner so that it does comply with Applicable Laws. If after the exercise of such good faith efforts, the Parties determine that the Agreement cannot be so conformed, the Parties shall terminate this Agreement.

Section 10. Notices. Any notice required or permitted to be given under this Agreement or by law shall be deemed to have been given if reduced to writing and delivered in person or mailed by registered or certified mail, postage prepaid to the party who is to receive such notice. All mailed notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing.

ACEMS: Ada County Emergency Medical Services District
 Attn: Director
 370 N. Benjamin Lane
 Boise, Idaho 83704

Meridian: City of Meridian
 Attn: City Clerk
 33 E. Broadway Avenue
 Meridian, Idaho 83642

Any notice shall be deemed to have been given on the earlier of: (i) in-person delivery or refusal to accept in-person delivery, or (ii) the date of mailing by certified mail.

Section 11. ACEMS's Insurance. ACEMS shall maintain at all times during the term of this Agreement and/or ACEMS's occupancy thereunder the following insurance:

- (a) Commercial general liability and professional liability coverage, providing liability coverage (covering claims for public liability, bodily injury, and property damage) with limits of liability of \$500,000 per occurrence, which amount is ACEMS's minimum policy limit under the IDAHO TORT CLAIMS ACT.
- (b) Workers' compensation insurance meeting the statutory requirements of the State of Idaho.
- (c) Property insurance on ACEMS's equipment and fixtures in an amount equal to their full insurable value.

Meridian grants ACEMS the right to self-insure all or part of the insurance requirements set forth under this Agreement, and ACEMS shall not conduct any activities in or about the Premises which will in any way impair or invalidate the insurer's obligations under any policy of insurance contemplated hereunder or maintained by ACEMS with respect to the Premises.

Section 12. Utilities. During the Term of this Agreement, Meridian shall pay for 75% of the total cost for utility services consumed at the Premises, including, without limitation, gas and electricity, television cable, sanitary and storm sewer and water services ("Utilities"). On or about February 1 of each year of this Agreement, beginning in 2024, Meridian will provide ACEMS with an estimated 25% share of Utilities for the period of October 1 of the current year through September 30 of the subsequent year ("Estimate"), based on its current historical record of the cost of Utilities, for ACEMS's annual budgetary process. This estimate is necessary to allow ACEMS to budget for this expense in its upcoming annual budget. Commencing October 1, 2024, ACEMS will pay 25% of actual Utilities, payable by invoice due from Meridian by October 3 of that year. For the time period from the Commencement Date until September 30, 2024, Meridian will pay all utilities.

Section 13. Internet Service. ACEMS may maintain its own internet network at Premises. Should ACEMS install and maintain such network, it shall be solely responsible for all costs associated with this internet network. Similarly, Meridian shall be solely responsible for the costs of internet networks it maintains at the Premises.

Section 14. Miscellaneous.

- (a) Governing Law. This Agreement is being executed and delivered by Meridian in the State of Idaho and shall be construed and enforced in accordance with the laws of that state, with venue in the Fourth Judicial District.
- (b) Obligations Requiring Appropriation of Funds. If any obligation(s) to perform under this Agreement, by either Party, constitutes a fiscal obligation requiring an annual appropriation

by said Party, those obligations will expire on September 30 of the current fiscal year of said Party, and will renew for the ensuing fiscal year, when and if said Party duly budgets and appropriates funds therefore from revenues legally available to it for the ensuing fiscal year. Any annual renewal of said obligation(s) shall be deemed to be exercised by said Party upon the adoption of a budget for the ensuing fiscal year, duly budgeting and appropriating the amount of money required to fulfill said obligation(s).

- (c) Successors and Assigns. This Agreement and the respective rights and obligations of the Parties hereto shall inure to the benefit of and be binding upon the successors and assigns of the Parties hereto as well as the Parties themselves; provided, however, that Meridian, its successors and assigns shall be obligated to perform Meridian's covenants under this Agreement only during and in respect of their successive periods of ownership during the term of this Agreement.
- (d) Severability of Invalid Provisions. If any provision of this Agreement shall be held to be invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.
- (e) Quiet Enjoyment. If and so long as ACEMS performs or observes all of the terms, conditions, covenants and obligations of this Agreement required to be performed or observed by it hereunder, ACEMS shall at all times during the term hereof have the peaceable and quiet enjoyment, possession, occupancy and use of the Premises against the claims of anyone claiming by, through or under Meridian, subject to any mortgages, underlying leases or other matters of record to which this Agreement is or may become subject.
- (f) Holding Over. If ACEMS remains in possession after expiration of the Term, without Meridian's acquiescence and without written agreement of the Parties, ACEMS's continued occupancy shall be at-will only, subject to all of the terms and provisions of this Agreement, and there shall be no renewal of this Agreement by operation of law. The foregoing notwithstanding, in no event shall any holdover continue for more than six (6) months after the termination of this Agreement. Any holdover tenancy shall automatically terminate, without notice, at the latest, six (6) months after the termination of the Term. In order to extend the Agreement term beyond such six-month period, Meridian and ACEMS must execute a new co-location agreement.
- (g) Surrender of the Premises. Upon the expiration or earlier termination of this Agreement, ACEMS shall immediately surrender the Premises to Meridian, together with all alterations, improvements and other property as provided elsewhere herein, in broom-clean condition and in good order, condition and repair, except for ordinary wear and tear and damage which ACEMS is not obligated to repair, failing which Meridian may restore the Premises to such condition and ACEMS shall reimburse Meridian for all such costs, on demand. Upon such expiration or termination, ACEMS shall, subject to other provisions of this Agreement, have the right to remove its personal property and trade fixtures. ACEMS shall promptly repair any damage caused by any such removal, and shall restore the Premises to the condition existing prior to the installation of the items so removed.

(h) Complete Agreement; Amendments. This Agreement, including all recitals and exhibits, constitutes the entire agreement between the Parties hereto; it supersedes all previous understandings and agreements between the Parties, if any; and no oral or implied representation or understandings shall vary its terms, and it may not be amended except by written instrument executed by both Parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**BOARD OF ADA COUNTY EMERGENCY
MEDICAL SERVICES DISTRICT**

By: _____
Rod Beck, Commissioner

By: _____
Ryan Davidson, Commissioner

By: _____
Thomas Dayley, Commissioner

ATTEST:

By: _____
Trent Tripple, Ada County Clerk

City of Meridian

By: _____
Robert E. Simison, Mayor

ATTEST:

By: _____
Chris Johnson, City Clerk

EXHIBIT A

PROPERTY DESCRIPTION

Two (2) bedrooms;
Access to the common living area, with space for two (2) recliners in the common living area;
Office space large enough to accommodate two (2) desktop computers/chairs/desk space;
Access to the kitchen;
Access to the bathroom; and
Ambulance bay for one (1) ambulance.