

**LICENSE AGREEMENT WITH VALLEY REGIONAL TRANSIT
FOR USE OF PARKING STALLS**

This LICENSE AGREEMENT WITH VALLEY REGIONAL TRANSIT FOR USE OF PARKING STALLS (“Agreement”) is made and entered into this 27 day of August, 2024 (“Effective Date”), by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho (“City”), and Valley Regional Transit, a regional public transportation authority organized under the laws of the State of Idaho (“VRT”).

WHEREAS, City owns property and facilities, including garages, at 489 N. Meridian Road, in Meridian, Idaho, Ada County parcel no. R8342000355 (“Property”);

WHEREAS, VRT is in need of an area to park vehicles temporarily, and City has four (4) parking stalls at the Property that it is willing to allow VRT to use temporarily;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, and in consideration of the mutual promises and covenants herein contained, and in consideration of the recitals above, which are incorporated herein, City and VRT agree as follows:

- I. License granted.** City, for and in consideration of the covenants and conditions set forth in this Agreement, and agreed to be kept and performed by VRT, does hereby provide to VRT a license to use the four (4) parking stalls on the Property, as identified on *Exhibit A* hereto, for the purpose of temporarily parking and accessing four (4) passenger vans. The portion of the Property utilized for this purpose shall be referenced hereinafter as “Licensed Area.” VRT shall not use the Licensed Area for any other purpose without the express written consent of City.
- II. Term.** The term of this Agreement shall be deemed to have commenced on the Effective Date and shall terminate on October 31, 2024, unless earlier terminated by either Party by the method established herein.
- III. Day-to-day communication.**
 - A. Primary Source of Contact for VRT.** VRT shall provide City the name, e-mail address, and office and mobile telephone numbers of specific personnel (“VRT Contact”) who shall serve as VRT’s primary contact between VRT and City for all day-to-day matters regarding VRT’s use of Licensed Area.
 - B. Primary Source of Contact for City.** City shall provide VRT the name, e-mail address, and office and mobile telephone numbers of specific City personnel (“City Contact”) who shall serve as City’s primary contact between City and VRT for all day-to-day matters regarding VRT’s use of Licensed Area.

- IV. Rights and responsibilities of VRT.** With regard to VRT's use and occupancy of the Licensed Area under this Agreement, VRT shall be responsible for each and all of the following.
- A. **Gate security.** The gate to the Property may be open and unlocked between 8:00 a.m. and 5:00 p.m., Monday through Friday, and closed and locked at all other times. VRT shall close and lock the gate each time it or its agents, employees, guests or invitees enter or leave the Property before 8:00 a.m. or after 5:00 p.m., Monday through Friday, or at any time on Saturday or Sunday. VRT Contact shall obtain the gate code from the City Contact.
 - B. **Good repair.** VRT shall be solely responsible for ensuring that its use of Property does not damage or interfere with or degrade City's facilities or operations, or present any threat to the health and safety of VRT's invitees and volunteers, or that of the public.
 - C. **Repair of Licensed Area.** VRT shall be responsible for all costs related to restoration or repair of the Licensed Area necessitated by damage caused by VRT's use thereof under this Agreement. Following City's restoration or repair of Licensed Area necessitated by damage caused by VRT's use thereof under this Agreement, City shall invoice VRT for City's actual costs of such work. VRT shall pay such invoice in full within thirty (30) days of City's invoice. This provision shall survive for one (1) year following expiration or termination of this Agreement.
 - D. **Assumption of risk.** VRT acknowledges that activities undertaken pursuant to this Agreement carry risks, some of which are unknown, and accepts any and all such risks. Other than tortious act by City, no circumstance shall obligate City to repair or replace VRT's property at City's expense.
 - E. **Acceptance as is.** VRT acknowledges that VRT has inspected the Licensed Area and does hereby accept same as being in good and satisfactory order, condition, and repair. It is understood and agreed that City makes no warranty or promise as to the condition, safety, usefulness or habitability of the Licensed Area. VRT accepts the Licensed Area "as is."
 - F. **Indemnification.** VRT specifically indemnifies City and holds City harmless from any loss, liability, claim, judgment, or action for damages or injury to VRT, to VRT's personal property or equipment, and to VRT's employees, agents, guests or invitees arising out of or resulting from the condition of City property or any lack of maintenance or repair thereon and not caused by or arising out of the tortious conduct of City or its employees. VRT further agrees to indemnify and hold City harmless from any loss, liability, claim or action from damages or injuries to persons or property in any way arising out of or resulting from the use and occupancy of the Licensed Area by VRT or by VRT's agents, employees, guests or invitees and not caused by or arising out of the tortious conduct of City or its employees. If any claim, suit or action is filed against City for any loss or claim described in this

paragraph, VRT, at City's option, shall defend City and assume all costs, including attorney's fees, associated with the defense or resolution thereof, or indemnify City for all such costs and fees incurred by City in the defense or resolution thereof.

G. Liability insurance. VRT acknowledges and understands that City shall not provide insurance or benefit coverage of any kind for property damage, injury, death, or illness related to VRT's use of the Licensed Premises. VRT shall submit to City proof of an insurance policy, issued by an insurance company licensed to do business in Idaho, protecting VRT, VRT's employees, and VRT's agents from all claims for damages to property and bodily injury, including death, which may arise during or in connection with services and work provided under this Agreement. Such insurance shall name City as additional insured, and shall afford at least one million dollars (\$1,000,000.00) per person bodily injury, one million dollars (\$1,000,000.00) per occurrence bodily injury, and one million dollars (\$1,000,000.00) per occurrence property damage. The limits of insurance shall not be deemed a limitation of the covenants to indemnify and save and hold harmless City; and if City becomes liable for an amount in excess of the insurance limits herein provided, VRT covenants and agrees to indemnify and save and hold harmless City from and for all such losses, claims, actions, or judgments for damages or liability to persons or property. VRT shall provide City with a certificate of insurance or other proof of insurance evidencing VRT's compliance with the requirements of this paragraph. In the event the insurance minimums are changed, VRT shall immediately submit proof of compliance with the changed limits.

H. Property insurance. VRT may; at VRT's option, maintain property insurance for property placed or stored in Licensed Area. City shall not maintain property insurance on VRT's behalf.

V. Rights and responsibilities of City. With regard to VRT's use and occupancy of the Licensed Area under this Agreement, City shall be responsible for the following.

A. Right of entry. City and City's contractors, employees, agents, and invitees, shall be authorized, at all times, to inspect the Licensed Area and personal property located thereon, for the purposes of inspection for compliance with the terms of this License Agreement, for the exercise of City's rights hereunder, and for all other lawful purposes.

B. No utilities. City shall not provide utilities or infrastructure of any kind related to VRT's use and occupancy of the Licensed Area. Specifically, without limitation, City shall not provide water services, sewer services, trash collection, heat, air conditioning, or security.

VI. General provisions.

A. Termination. Either party may terminate this Agreement for convenience or for cause. Termination shall be effective fourteen (14) days following mailing of written

notice. Upon termination or expiration of this License Agreement, City may remove all of VRT's equipment and personal property from the Licensed Area and notify VRT that VRT may claim its equipment from City Contact during business hours. VRT agrees to surrender possession and occupancy of the Licensed Area peaceably at the termination of this Agreement and any renewal or extension thereof.

- B. **Notices.** Communication between the VRT Contact and the City Contact regarding day-to-day matters (e.g., installation, maintenance, and access to Licensed Area) shall occur via e-mail or telephone. All other notices required to be given by either of the parties hereto shall be in writing and be deemed communicated when personally served, or mailed by U.S. mail, postage prepaid. Notices shall be addressed as follows:

VRT:

Chief Executive Officer
Valley Regional Transit
700 NE 2nd St, Ste. 100
Meridian ID 83642

Meridian:

City Clerk
City of Meridian
33 E. Broadway Avenue
Meridian ID 83642

- C. **Limitation of liability.** Notwithstanding anything in this agreement to the contrary, City shall not be liable or obligated, and VRT shall hold City harmless, with respect to any subject matter of this agreement or under contract, negligence, strict liability or any other legal or equitable theory, for the following:

1. Any special, punitive, incidental or consequential damages (including, without limitation, for any lost profits, cost of procurement of substitute goods, technology, services or rights);
2. Interruption of use of VRT's equipment or access to personal property;
3. Security breach, including theft, vandalism, or other crime; or
4. Any other matter beyond City's reasonable control.

This provision shall survive termination of this Agreement.

- D. **No agency.** It is further understood and agreed VRT shall not be considered an agent of City in any manner or for any purpose whatsoever in VRT's use and occupancy of the Licensed Area.

- E. **No waiver.** City's waiver on one or more occasion of any breach or default of any term, covenant or condition of this Agreement shall not be construed as a waiver of any subsequent breach or default of the same or a different term, covenant or condition, nor shall such waiver operate to prejudice, waive, or affect any right or remedy City may have under this Agreement with respect to such subsequent default or breach by VRT.

- F. **No assignment.** VRT shall not assign, sublicense or transfer the Licensed Area, or any portion thereof, or cause or suffer any alterations thereto, other than as specified in this Agreement, without the express written consent of City. Any assignee, sublicensee, or transferee shall be bound by all terms of this Agreement.

G. **Entire agreement.** This Agreement contains the entire agreement of the parties and supersedes any and all other agreements, leases, or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

IN WITNESS WHEREOF, the parties shall cause this Agreement to be executed by their duly authorized officers to be effective as of the day and year first above written.

VALLEY REGIONAL TRANSIT:

BY: Elaine Clegg
Elaine Clegg (Aug 21, 2024 13:31 MDT)
Elaine Clegg, Chief Executive Officer

CITY OF MERIDIAN:

Attest:

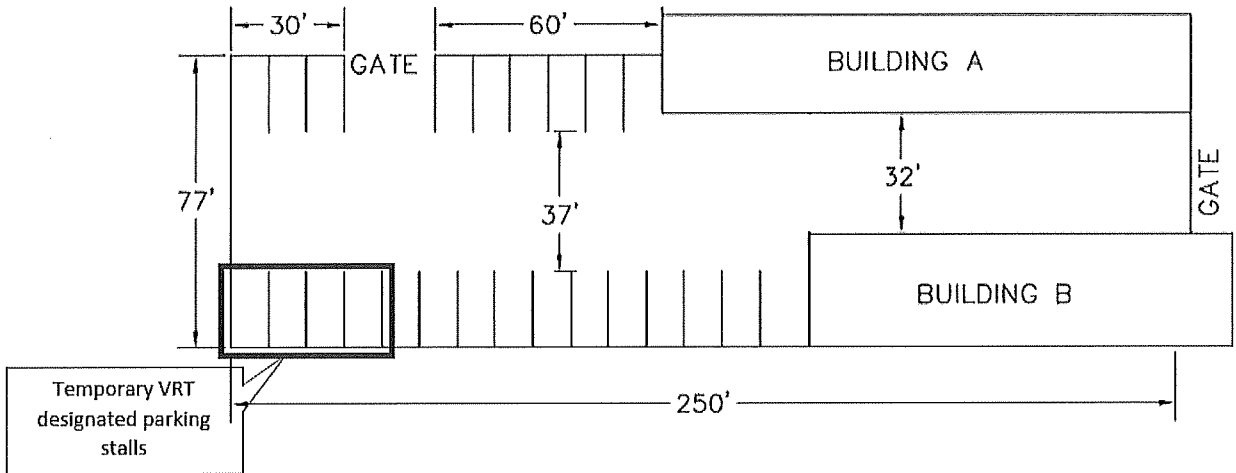
BY: _____
Robert E. Simison, Mayor

Chris Johnson, City Clerk

**EXHIBIT A
LICENSED AREA**

FLEET VEHICLES – 24 SPACES

- SURFACE OPTION 1: ASPHALT
- SURFACE OPTION 2: RECYCLED ASPHALT








2024-CGO-LETA-N-AC0830-CITY OF MERIDIAN- BOWER PARKING LOT- PARKING STALLS

Final Audit Report

2024-08-21

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