

FIRE SAFETY CENTER ASSET TRANSFER AGREEMENT

This ASSET TRANSFER AGREEMENT ("Agreement") is made on this 8 day of SEPTEMBER 2025 ("Effective Date"), by and between the City of Meridian, a municipal corporation established under the laws of the State of Idaho, whose mailing address is 33 E. Broadway Avenue, Meridian, Idaho 83642 (the "City") and the Joint School District No. 2 whose mailing address is 1303 East Central Drive, Meridian, ID 83642 (the "School District"). The City and the School District may be referred to herein individually as a "Party" or collectively as the "Parties."

WHEREAS, the City and the School District entered a land lease permitting the City to place a structure on School District Property located at 1901 E Leigh Field Dr., Meridian, Idaho 83646, (the "Lease Agreement" attached hereto as Exhibit A) more particularly described in Exhibit A to the Lease Agreement (the "Property").

WHEREAS, the City placed on the property a structure, which is approximately 1000 square foot two bedroom, two bathroom single story modular home with a living room and kitchen (the "Fire Safety Center") in accordance with the terms of the Lease Agreement.

WHEREAS, the Lease Agreement has expired, and the City and the School District wish to transfer ownership of the Fire Safety Center located on the Property from the City to the School District.

NOW, THEREFORE, based on the recitals above, which are incorporated herein, and other good and valuable consideration, the Parties agree as follows:

- 1. Transfer of Assets.** The City agrees to transfer ownership of the Fire Safety Center, including the building and all fixtures and contents, to the School District. The City makes no warranty or representation about the condition of the Fire Safety Center, its suitability for School District Purposes, or compliance with any legal requirements, occupancy standards, permitting, or inspections.
- 2. Waiver of Claims.** The School District agrees to accept the Fire Safety Center in an "as is" condition and shall waive all claims related to the Fire Safety Center against the City, its officials, employees, contractors, or volunteers.
- 3. Limitations.** Nothing in this Agreement shall be construed as limiting or expanding the statutory or regulatory responsibilities of either Party in performing functions granted to them by law. Each and every provision of this Agreement is subject to the laws and regulations of the State of Idaho and its political subdivisions, and to the laws and regulations of the United States.
- 4. Apportionment of liability.** Both Parties participate in the comprehensive liability plan provided through ICRMP. If a claim or damage arises from more than one Party's performance of the Agreement or is not allocable to any Party, each Party shall bear their own costs arising from the claim or damage. If a property claim or

damage is not covered by the Party's self-insurance or other property coverage, the responsible Party shall pay the costs arising from such claim or damage to the extent funds are legally available therefore. Nothing in this Agreement shall extend the tort responsibility or liability of either Party beyond that required by the Idaho Tort Claims Act, Idaho Code section 6-901 et seq.

5. **Notices.** Whenever any notice, approval, consent, or request is given or made pursuant to this Agreement, it shall be deemed communicated upon mailing by United States Mail, addressed as follows:

If to the School District:
Superintendent
Joint School District No. 2
1303 East Central Drive
Meridian, ID 83642

If to Meridian:
City Clerk, City of Meridian
33 E. Broadway Avenue
Meridian ID 83642
cityclerk@meridiancity.org

Either Party may change its address for the purpose of this section by delivering to the other Party written notification of such change, establishing a new address for noticing purposes, in accordance with the requirements of this section.

6. **Assignment.** No Party shall be permitted to assign this Agreement without the express, written consent of the other Parties. This Agreement shall be binding upon and shall inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the Parties.
7. **No agency.** The Parties expressly acknowledge and agree that the Parties, including their respective employees, agents, contractors, officials, and officers, are not agents of the other Party in any manner or for any purpose. One Party under this Agreement shall have no authority to enter into contracts or agreements on behalf of the other Party. All contracts or agreements shall be entered on behalf of the executing Party or executed jointly by both Parties.
8. **Non-waiver.** Failure to promptly enforce the strict performance of any term of this Agreement shall not constitute a waiver or relinquishment of any Party's right to thereafter enforce such term, and any right or remedy hereunder may be asserted at any time a Party becomes entitled to the benefit thereof, notwithstanding delay in enforcement.
9. **Force majeure.** No Party will be liable for failure to perform any duty under this Agreement where such failure is due to unforeseeable causes beyond the Parties' control and without the fault or negligence of the Parties, including, but not restricted to, acts of God or the public enemy, fire, flood, epidemics, quarantine, strikes or other natural disasters. No Party shall be liable for any failure to perform resulting from any order of any court or state or federal agency.

10. Miscellaneous. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Idaho. Venue shall be Ada County, Idaho. Time is of the essence with regard to the performance of all of the Parties' obligations under this Agreement. All exhibits to this Agreement are incorporated by reference and made a part hereof as if the exhibits were set forth in their entirety in this Agreement. This Agreement contains the entire agreement of the Parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith. This Agreement may only be amended via a writing signed by the Parties hereto.

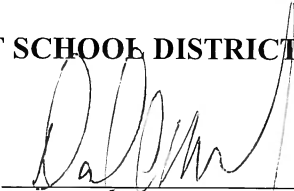
IN WITNESS WHEREOF, the Parties have hereunto subscribed their signatures the day and year first herein above written.

CITY OF MERIDIAN:

By: _____
Robert E. Simison, Mayor

Attest: _____
City Clerk

JOINT SCHOOL DISTRICT NO. 2:

By:  _____
Name, Title
DAVID A. REINHART
CHIEF OPERATING OFFICER