

**LICENSE AGREEMENT WITH MERIDIAN LIBRARY DISTRICT FOR
STORAGE OF BICYCLES AT MERIDIAN CITY HALL**

This LICENSE AGREEMENT is made and entered into this 19th day of August, 2020 (“Effective Date”), by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho (“City”), and Meridian Library District (“Licensee”), an independent library district organized under Chapter 27, Title 33 of the laws of the State of Idaho.

WHEREAS, in 2016, the City received a grant from Blue Cross of Idaho Foundation for Health to support community efforts to reduce childhood obesity;

WHEREAS, in October 2016, the City entered into an agreement with Licensee by which City would purchase bicycles and Licensee would implement a Book-a-Bike borrowing program for Licensee patrons;

WHEREAS, pursuant to the Book-a-Bike program, Licensee now has in its possession a number of bicycles previously available for use by library patrons, as enumerated and described in *Exhibit A* hereto;

WHEREAS, the COVID-19 pandemic has required the temporary suspension of the Book-a-Bike program, and the bicycles’ current storage location will soon be unavailable;

WHEREAS, Meridian City Hall currently has space to store the Licensee’s bicycles on a temporary basis, which space is not otherwise needed for City purposes;

WHEREAS, the City Council of the City of Meridian hereby finds that the issuance of this license will serve the public interest;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and in consideration of the recitals above, which are incorporated herein, City and Licensee 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 Licensee, does hereby provide to Licensee a non-exclusive, temporary license to store the bicycles in the basement of Meridian City Hall, property owned by City, located at 33 E. Broadway Avenue, Meridian, Idaho (“Licensed Premises”).
- II. **Use of Licensed Premises.** Licensee’s use and occupancy of the Licensed Premises shall be limited to temporary storage of the bicycles described in *Exhibit A*. Licensee shall not use the Licensed Premises for any other purpose without prior written consent of the City.
- III. **Term.** The term of this Agreement shall be deemed to have commenced on the Effective Date and the initial term shall terminate at 11:59 p.m. on May 31, 2021, unless earlier terminated by either Party by the method established herein.

- IV. **Rights and responsibilities of Licensee.** With regard to Licensee's use and occupancy of the Licensed Premises under this Agreement, Licensee have the following rights and shall fulfill the following responsibilities.
- A. **Right of entry.** Licensee and Licensee's contractors, employees, agents, and invitees to access the Licensed Premises, during City business hours, in order to inspect, maintain, or retrieve the bicycles, subject to the availability of City staff to accompany Licensee. Licensee shall not access, or attempt to access, the Licensed Premises, without accompanying City staff. Licensee shall provide to City a request for access at least one (1) business day in advance.
 - B. **Acceptance as is.** Licensee acknowledges that Licensee has inspected the Licensed Premises 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 Premises, and Licensee accept the Licensed Premises "as is."
 - C. **Insurance.** Licensee shall maintain, and specifically agrees that Licensee will maintain throughout the term of this Agreement insurance adequate to cover any loss, liability, claim, judgment, or action for damages or injury to Licensee, Licensee's employees, agents, guests or invitees; or damage to or partial or total loss of the bicycles. The limits of Licensee's insurance shall not be deemed a limitation of the covenant to hold City harmless; and if City becomes liable for an amount in excess of the insurance limits herein provided, Licensee shall save and hold harmless City from and for all such losses, claims, actions, or judgments for damages or liability to persons or property. City shall not maintain property or other insurance on Licensee's behalf.
- V. **Rights and responsibilities of City.** With regard to Licensee's use and occupancy of the Licensed Premises under this Agreement, City shall be responsible for the following.
- A. **Allow entry.** City and City's employees shall be authorized to allow Licensee to access the Licensed Premises in order to inspect, maintain, or retrieve the Stored Items, subject to the terms of this Agreement and the availability of City staff to accompany Licensee.
 - B. **No support.** City shall not provide support, monitoring, or administration services related to Licensee's use and occupancy of the Licensed Premises and/or the bicycles.
 - C. **No services.** City shall not allow or manage any borrowing of Licensee's bicycles during the period of storage, or provide any services related to the bicycles previously provided by Licensee.

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 via U.S. Mail. Licensee agrees that upon termination or expiration of this License Agreement, Licensee shall remove all bicycles and related personal property from the Licensed Premises and shall peaceably surrender the Licensed Premises to City in the same good condition as received.

B. **Notices.** All notices, statements, and reports required or permitted by this Agreement shall be in writing and sent by e-mail or by U.S. mail, postage prepaid, addressed as follows:

If to Licensee:

Gretchen Caserotti, Director
Meridian Library District
1326 W Cherry Lane
Meridian, ID 83642

If to City:

Chris Johnson, City Clerk
City of Meridian
33 E. Broadway Avenue
Meridian ID 83642

Either party may change its authorized representative, or change its address for the purpose of this paragraph by giving written notice of such change to the other party in the manner herein provided.

C. **Limitation of liability.** Notwithstanding anything in this agreement to the contrary, City shall not be liable or obligated, and to the extent allowed by law, Licensee 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 or costs of procurement of substitute goods); and
2. 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 Licensee shall not be considered an agent of City in any manner or for any purpose whatsoever in Licensee's use and occupancy of the Licensed Premises. Licensee shall have no authority or responsibility to exercise any rights or power vested in City. The selection and designation of the personnel of City in the performance of this agreement shall be made by City.

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 Licensee.

F. **No assignment.** Licensee 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 City.

G. **Abandonment.** Any bicycles or related personal property remaining in the possession of City after the expiration or termination of this agreement shall revert from Licensee to City ownership and any further use or disposal of same shall be at City's sole discretion.


H. **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.

I. **Exhibits.** All exhibits to this Agreement are incorporated by reference and made a part of hereof as if the exhibits were set forth in their entirety herein.

J. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

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.

Licensee:


Gretchen Caserotti
Director, Meridian Library District

CITY OF MERIDIAN:

Attest:

BY:


Robert E. Simison, Mayor

Chris Johnson, City Clerk

EXHIBIT A: BICYCLES

Serial#	MED Barcode	Description
Y16F007095	30075005075953	X.26 Adult (red)
	30075005075961	X.26 Adult (green)
Y15I008458	30075005075979	Hudson Easy 3 adult (LG, gray)
Y15I008520	30075005075987	Hudson Easy 3 adult (gray)
Y15I008268	30075005075995	Hudson Easy 3 adult (MED, gray)
	30075005076001	Hudson Easy 3 adult (gray)
Y16H006512	30075005076019	Starlight child (purple)
	30075005076035	Jamis 2.0 child (blue)
Y16H006259	30075005076027	Jamis 2.0 child (black)
Y16H007407	30075005076043	Miss Daisy child (pink)
Y16K005825	30075005076050	Jamis 1.6 child (red)
Y15L09368	30075005076068	Jamis 1.6 child (lime)
	30075005076233	Co-pilot trailer
87NCX7F0048	30075005076241	Trail-a-bike folder (black)