

TEMPORARY LICENSE AGREEMENT
between
THE CITY OF BOISE CITY, IDAHO (DEPT. OF AVIATION)
and
ADA COUNTY

THIS TEMPORARY LICENSE AGREEMENT (the “**License Agreement**”) is entered into by and between the City of Boise City, Idaho (Department of Aviation) (the “**City**”) and Ada County, a duly formed and existing county pursuant to the laws and constitution of the State of Idaho (the “**County**”).

WITNESSETH: In consideration of the mutual covenants and agreements set forth herein, the City and County (hereinafter together called “**the Parties**”) agree and covenant as follows:

A. PREMISE. Subject to, and on the terms, conditions, covenants, agreements, and undertaking hereinafter set forth, the City hereby licenses to County, and County licenses from the City, the non-exclusive temporary use of certain real property for the use of the Ada County Sheriff’s Office (the “**Sheriff**”) (the “**Licensed Premise**”) located in Boise City, Ada County, Idaho, and more specifically described as the Boise Airport 3rd Runway as shown in Exhibit A, attached hereto and incorporated herein by reference, for the expressly limited purposes set forth herein.

B. LICENSE TERM. The License Term shall be from the date the License Agreement is approved by the City pursuant to Section N(7) of this License Agreement to September 30, 2017, and may by a mutually executed writing, be renewed for additional one year terms commencing October 1 and ending September 30 of the next calendar year, and either party may terminate this License Agreement upon giving the other party thirty (30) days written notice. It is understood that aviation or airport use of the License Premise takes priority, therefore, the License Term may be modified or shortened pursuant to the termination provisions found in Section M(2) of this License Agreement.

C. DAILY RATE AND PAYMENT INFORMATION. Sheriff shall pay to the City Five Hundred Dollars (\$500.00) per day each day it uses the Licensed Premises for the Permitted Uses as set forth in paragraph F, herein. Payment shall be made in advance to Boise Airport, 3201 Airport Way, Suite 1000, Boise ID 83705. Credit Card payments are accepted for no additional charge. For Credit Card payments call Airport Accounting at (208) 972-8416.

D. CITY’S OBLIGATIONS. The City agrees that the County and Sheriff, if in compliance with the terms, conditions, covenants and agreement herein, may use the Licensed Premise for the expressly limited purposes set forth herein.

E. SHERIFF' OBLIGATIONS. Sheriff agrees to comply with all terms, conditions, covenants, agreements and undertaking contained in this License Agreement.

1. Sheriff shall provide City notice of the dates it intends to use the Licensed Premises a minimum of 60 days in advance of the use; provided that if another party has previously requested use of the Licensed Premises on that date, that other party's use shall control; and provided further that any aviation use required by Boise City shall prevail over Sheriff's dates of use, regardless of Sheriff's date of request, and

2. Sheriff shall obtain an access key to the gate(s) of Licensed Premises from Boise Airport Operations, 3rd Floor, Boise Airport Terminal Building, 3201 Airport Way, Boise, Idaho and shall ensure the License Premises is locked and secured and the access key shall be returned promptly to Boise Airport Operations when Sheriff's daily use is completed, and

3. Sheriff shall immediately report any damage to the License Premises to the City, and

4. Sheriff shall immediately repair any damage caused by Sheriff's, guests, employees or invitees to License Premises, and

5. Sheriff shall stay on paved areas of License Premises.

F. PERMITTED USES. Sheriff may use the Licensed Premise for the following expressly limited purpose: Emergency Vehicle Training and Associated Uses (the "Permitted Uses"). It is understood Sheriff may use the Licensed Premises approximately two days per year.

G. EXPRESSLY UNPERMITTED USES.

1. The following uses, without limitation, shall not occur, or be permitted to occur, on the Licensed Premise: residential; camping; sleeping; recreational vehicle (RV), camper, or camp trailer parking; vehicle repair, vehicle demolition, trailer courts; labor camps; junkyards; mining; quarrying; drilling; dumping, disposal, incineration, or reduction of garbage, offal, dead animals, refuse, hazardous material, or hazardous waste; fat rendering, stockyards or animal slaughtering; smelting of any ore; or large animal raising.

2. The Licensed Premise shall not be used or occupied in any manner that creates, or could create, any dangerous, injurious, noxious or otherwise objectionable condition, including without limitation:

- a. **Hazardous Activities:** No activity shall be conducted on the Licensed Premise that may be or may become hazardous to public health and safety, that shall increase the fire insurance rating for adjoining property, or that shall be illegal.

- b. **Vibration or Shock:** No vibration or shock perceptible to a person of normal sensibilities shall be permitted within fifty feet (50') of the property line.
- c. **Noise:** No noise objectionable to a person of normal sensibilities shall be permitted within fifty feet (50') of the property line.
- d. **Air Pollution:** Smoke, dust, odor or any other form of air pollution, except for the normal operation of motor vehicles to, from, and on the Licensed Premise shall occur or be permitted to occur on the Licensed Premise.
- e. **Heat or Glare:** Heat and glare shall not occur or be permitted on the Licensed Premise. Any operation producing intense glare or heat shall be performed within an enclosed screened area in such manner that the glare or heat emitted will not be discernible from the property line.
- f. **Electronic or Radio Interference:** Electronic or radio interference shall not occur or be permitted on the Licensed Premises.
- g. **Illumination:** There shall be no illumination on the Licensed Premise, other than that which currently exists on the Licensed Premise.
- h. **No other substance, condition, element, or use in such amount as to unreasonably affect the surrounding area or adjoining premise shall occur, or be permitted to occur on the Licensed Premise.**

3. The Licensed Premise shall be used at all times in a lawful manner. County shall be responsible to obtain any and all required licenses, permits and approvals from applicable governmental bodies.

4. The inclusion in this License Agreement of expressly unpermitted uses shall not operate to authorize or allow any use other than those set forth in Section F of this License Agreement., entitled "Permitted Uses," above.

5. In granting this License Agreement, and at all times during the term thereof, the City expressly retains all rights over the Licensed Premise that are not expressly granted to or conferred upon County in this License Agreement.

H. ENVIRONMENTAL. After use of Licensed Premises, County shall promptly remedy and remove any hazardous materials, hazardous wastes, and other environmental contaminations as are caused on or to the Licensed Premise by Sheriff during us of the Premises.

I. INSURANCE. City grants the County the right to self-insure all or part of the insurance requirements set forth in this paragraph:

1. **COMMERCIAL GENERAL LIABILITY** provides liability coverage (covering claims for public liability, bodily injury, and property damage). Limits of liability are \$500,000 per occurrence; which amount is the County's limit of liability under the Idaho Tort Claims Act.

County's liability coverage is provided through a self-insurance program. County's Insurance Liability Fund established under Resolution No. 1621, subject to limitation on liability by the Idaho Tort Claims Act, Idaho Code § 6-901, *et seq.* including without limitation, Idaho Code § 6-926, to provide for payment of losses arising from negligent action of County.

2. **Workers' Compensation** insurance meeting the statutory requirements of the State of Idaho.

J. INDEMNIFICATION. The County shall defend, indemnify, and hold City, its officers, agents, and employees harmless for injuries to persons or property resulting from the wrongful acts of the County, its officers, agents, or employees in performing the duties described in this Agreement. Such indemnification and defense shall be limited to only those claims, and only to the extent that, the County itself could be liable under state and federal statutes, regulations, common law, and other law. The County's indemnification and defense of City herein is further limited by all defenses, burdens of proof, immunities, and limitations on damages to which the County would be entitled if the claims were asserted against the County.

K. NO BAILMENT CREATED. No bailment is intended by this License Agreement, and therefore no bailment is created. For purposes of this License Agreement and the contractual relationship between County and the City and County shall be, and is, solely liable for the safekeeping of all personal property kept, stored, or maintained on the Licensed Premise during the License Term, including without limitation, collection carts, and the contents thereof, moved, parked, and stored on the Licensed Premise, regardless of the nature of the agreement or relationship between County and its agents, servants, guests, or business invitees.

L. NO WARRANTIES – WAIVER. County accepts the Licensed Premise in their "AS-IS" and "WHERE-IS" condition, and expressly waives any and all warranties commonly associated, or that may be associated, with its license of the Licensed Premise. The Licensed Premise is further offered without any warranties as to its fitness or suitability for the Permitted Uses. Further, the City disclaims any warranty or duty it may owe to County or its officers, employees, volunteers, agents, contractors, members, sub-contractors, invitees, and members of the public, and County expressly accepts the Licensed Premise understanding its obligation, acceptance, and commitment in accepting the Licensed Premise without City retaining any warranties or duties therefor.

M. EXPIRATION OR TERMINATION AND CANCELLATION.

1. This License Agreement shall be subject to immediate termination and cancellation by the City if County holds over or violates or defaults in the performance of any term, condition, covenant, agreement or undertaking herein. Termination and cancellation pursuant to this subsection M shall be effective immediately upon receipt of written notice of termination from the City due to County's violation or default.

2. This License Agreement shall be subject to termination and cancellation by either party for any or no reason; provided that either party, should it exercise its right hereunder to terminate this License Agreement without cause, shall provide the other party with a minimum of thirty (30) days written notice of such termination and cancelation.

3. Upon expiration, termination or cancelation, County shall return the License Premise to the City in the same condition as it existed at the Effective Date.

4. The complete destruction by fire, flood or other casualty of the Licensed Premise, as defined herein, shall result in the immediate termination of this Agreement, without notice from either Party.

N. GENERAL PROVISIONS

1. Notices: Any and all notices required to be given by either of the parties hereto, unless otherwise stated in this agreement, shall be in writing and be deemed communicated when mailed in the United States mail, certified, return receipt requested, or electronically mailed, addressed as follows:

City of Boise
Boise Airport
Attn: Property/Contract Administrator
3201 Airport Way, Suite 1000
Boise, ID 83705
asnyder@cityofboise.org
(208) 972-8411

Ada County Sheriff's Office
Attn: Lieutenant Brent Klimke
7200 Barrister Drive
Boise, ID 83704
bklimke@adaweb.net
(208)919-5524

Either party may change their address for the purpose of this Section N by giving written notice of such change to the other in the manner herein provided.

2. City's rights cumulative: All rights and remedies of the City here enumerated shall be cumulative, and none shall exclude any other right or remedy allowed by law. The City's exercise of any remedy provided for herein or allowed by law shall not be to the exclusion of any other remedy.

3. Entire 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.

4. Severability: Each and every provision of this License Agreement is independent and severable. If any provision or part of this License Agreement is found by a court of competent jurisdiction to be illegal, invalid or unenforceable, the offending provision or provisions shall be stricken, and the remainder of this License Agreement shall remain intact and shall not be affected.

5. Successors and Assigns: All of the terms, provision, covenants, and conditions of this License Agreement shall inure to the benefit of, and shall be binding upon, the Parties and their respective successors and authorized assignees.

6. Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Idaho, and the ordinances of the city of Boise City.

7. Approval Required. This Agreement shall not become effective or binding until approved by the city of Boise City.

P. FAA REQUIRED CONTRACT PROVISIONS. FAA required contract provisions are attached hereto as Exhibit B, and are herein incorporated by references. For purposes of Exhibit B, “Sheriff” shall be referred to as “contractor” or “licensee.”

IN WITNESS WHEREOF, a representative of each of the respective Parties has hereunto set his or her hand, the date first written below.

END OF AGREEMENT

[SIGNATURES FOLLOW ON NEXT PAGE]

For the City:

a municipal corporation formed and existing pursuant
to Title 50, Idaho Code.

By: _____
David H. Bieter
MAYOR

ATTEST: _____
Lynda Lowry
EX-OFFICIO CITY CLERK

Board of Ada County Commissioners

By:  _____
David L. Case, Commissioner

By:  _____
Jim Tibbs, Commissioner

By:  _____
Rick Visser, Commissioner

ATTEST:


Christopher D. Rich, Ada County Clerk

Exhibit A
Boise Airport 3rd Runway
(area within the perimeter security fence)
[See Attached]

Ada County Sheriff/Boise Airport 3rd Runway License Agreement Exhibit A



1: 17,629



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Legend

- Airport Gates
- Airport Fences

Notes

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

Exhibit B

FAA Required Contract Provisions

GENERAL CIVIL RIGHTS PROVISIONS

The licensee agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the licensee and sub licensees from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The licensee for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the licensee will use the Premise in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.

TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).