

# **BOISE PUBLIC LIBRARY BOARD OF TRUSTEES**

July 29, 2020, Meeting Packet Cover Page

## **AGENDA**

## **SUPPORTING DOCUMENTS**

- Interfaith Sanctuary Agreement

# Agenda



# BOISE PUBLIC LIBRARY

MAYOR: Lauren McLean | INTERIM DIRECTOR: Kristine Miller

## Boise Public Library Board of Trustees Special Meeting Agenda

Wednesday, July 29, 2020, 11:30 a.m. • **Maryanne Jordan City Council Chambers, City Hall, 150 N. Capitol Blvd., Boise, ID 83702**

Public can attend the meeting in person, or via Zoom by registering at the following link:

[https://cityofboise.zoom.us/webinar/register/WN\\_0noBVuA8Sq2DhSDOuF7HFg](https://cityofboise.zoom.us/webinar/register/WN_0noBVuA8Sq2DhSDOuF7HFg)

<p><b>BOARD OF TRUSTEES</b>  Margo Healy, President  Tonya Westenskow, Vice President  Sonia Galaviz  Rachel Goochey  Phil Magnuson</p>	<p><b>MISSION</b>  The Boise Public Library improves community members' quality of life by supporting their efforts to enhance knowledge, realize creative potential, and share ideas and stories.</p>
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1. Call to Order and Introduction

2. New Business

a. Temporary Agreement with Interfaith Sanctuary-Action Item

Trustees will consider a temporary non-exclusive agreement with Interfaith Sanctuary for the use of the Hayes Auditorium in the Downtown Library Branch for members of the public experiencing heat exposure.

**Action:** the Board will make a motion to approve, revise, or reject the thirty day agreement with Interfaith Sanctuary.

3. Adjourn

*Any person needing special accommodations to participate in the above notice meeting should contact the library administration office at 208-972-8258 no later than three working days before the scheduled meeting.*

MAIN LIBRARY  
715 S. Capitol Blvd., Boise, Idaho 83702  
P: 208-972-8200 | TDD/TTY: 800-377-3529

LIBRARY! AT  
BOWN CROSSING  
P: 208-972-8360

LIBRARY! AT  
COLE & USTICK  
P: 208-972-8300

LIBRARY! AT  
COLLISTER  
P: 208-972-8320

LIBRARY! AT  
HILLCREST  
P: 208-972-8340

BOISE CITY COUNCIL: Elaine Clegg (President), Holli Woodings (President Pro Tem), Patrick Bageant, Lisa Sánchez, Jimmy Hallyburton, TJ Thomson

**BOISEPUBLICLIBRARY.ORG**

# Supporting Documentation

## TEMPORARY AND NON-EXCLUSIVE LICENSE AGREEMENT

THIS TEMPORARY, NON\_EXCLUSIVE LICENSE AGREEMENT (“License”) by and between Interfaith Sanctuary Housing Services, Inc., an Idaho non-profit corporation (“Licensee”) with an address of PO BOX 9334, Boise, Idaho 83707, and the city of Boise City, by and through the Boise Public Library (“Licensor”)(collectively, the “Parties”), whose address is 150 N. Capitol Blvd. Boise, ID 83702, is effective execution by both Parties (“Effective Date”) is entered into pursuant to the following terms and conditions set forth by this License.

WHEREAS, Licensor owns real property located at 715 South Capitol Park Blvd, Boise, Idaho 83702; and

WHEREAS, Licensee desires, for a limited time period, to access and use a portion of the property known as the Hayes Auditorium (the “Licensed Space”), for the sole purpose of providing a space for the purpose of assisting members of the public who are experiencing heat exposure and its related effects; and

NOW, THEREFORE, Licensor and Licensee agree as follows:

1. Grant of License. Licensor grants to Licensee a temporary and non-exclusive license to enter upon the Licensed Space, described on Exhibit A, attached hereto and incorporated herein by reference, for the sole purpose of providing a space available for members of the public who are experiencing the effects of heat exposure.

2. Term. The Term of this License is temporary strictly limited and shall apply only for thirty (30) calendar days from the date of execution, upon which this License shall immediately and automatically terminate. In the event that the State of Idaho, Central District Health, Ada County, or the city of Boise City issues a “stay at home order” related to the COVID-19 pandemic, then this License shall immediately and automatically terminate.

3. Payment. The License granted herein is granted as an accommodation to Licensee in consideration of the conditions, covenants, and agreements herein contained and shall be without monetary charge to Licensee except as set forth herein.

4. Condition and Use of Licensed Space.

a) Licensee shall only use the Licensed Space as provided herein and no other use. Licensee, at its sole cost and expense, during Licensee’s use of the Licensed Space shall ensure that the Licensed Space is free of any trash, debris, or any other nuisance or unfavorable condition, and shall immediately report any criminal activity or suspected criminal activity, and Licensee shall leave the Licensed Space in at least as good condition as the Licensed Space was before Licensee’s use. Licensee shall immediately notify Licensor of any unsafe area or condition.

b) Licensee shall comply with all applicable health regulations and guidance promulgated by the State of Idaho, Central District Health, Ada County, and/or the city of Boise City related to the COVID-19 pandemic. In the event that applicable health regulations and guidance promulgated by the State of Idaho, Central District Health, Ada

County, and/or the city of Boise City conflict, Licensee shall comply with the most strict guidelines and/or regulations.

c) Licensee shall only use the Licensed Space between 10:00 am and 4:30 pm and the Licensed Space shall be completed vacated by no later than 5:00 pm.

5. Indemnification and Insurance. To the extent allowed by law and without waiving any defense or immunity, Licensee shall save, defend, indemnify and hold Licensor harmless from and against any and all loss, damage, liability or claims (including, without limitation, costs and expense of litigation and reasonable attorneys' fees) (collectively, "Claims") arising from, or connected with, this License and/or use of the Licensed Space by Licensee or Licensee's employees, agents, or invitees. Licensee shall maintain at its sole cost and expense at least the following insurance covering its obligations under this paragraph and listing Licensor as additional insureds:

General Liability for injury to person and damage to property in an amount not less than One Million Dollars (\$1,000,000) for each occurrence and Three Million (\$3,000,000) in the aggregate;

Such insurance shall be issued by one or more responsible insurance carriers acceptable to Licensor and licensed to do business in the State in which the Licensed Space is located. Upon execution of this License, Licensee shall provide Licensor with a Certificate of Insurance which shall indicate all insurance coverage required by the provisions herein and which shall provide that Licensor shall be provided with thirty (30) days written notice prior to cancellation of such policy. The obligations of this Section shall survive expiration or termination of this License.

6. Rules and Regulations. At all times while upon the Licensed Space, Licensee and Licensee's employees, agents, licensees or invitees will observe all rules and regulations which Licensor may prescribe for the protection of the public, its personnel, and property.

7. Permits. If any licenses or permits or approvals of any kind are required by any governmental agency in connection with Licensee's use of the Licensed Space, Licensee shall obtain and pay for same prior to any use of the Licensed Space.

8. Assignment. This License may not be assigned by Licensee to any party without the express written permission of Licensor.

9. AS-IS. The Licensed Space is licensed in AS-IS condition, WITH ALL FAULTS, LATENT OR PATENT. Licensor shall have no duty to make improvements to the Licensed Space and Licensee shall have no right to make improvements to the Licensed Space. If the existing improvements, if any, on the Licensed Space are damaged or destroyed as a result of the use of the Licensed Space by Licensee or Licensee's employees, agents, licensees or invitees, Licensee shall reimburse Licensor upon demand for all costs associated with repairing or replacing the same. Licensee shall not permit or allow any lien or other security interest to attach or be recorded against Licensor's property.

10. No Costs to Licensor. Any and all costs and expenses associated with the use of the Licensed Space by Licensee or Licensee's employees, agents, or invitees or the repair, replacement and maintenance thereof, shall be at the sole cost and expense of Licensee.

11. Professional Fees and Costs. If any legal or equitable action, appeal, bankruptcy, reorganization, or other proceeding is brought or undertaken or if an attorney is retained to enforce this License or is retained because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this License, then the parties shall be entitled to seek to recover reasonable attorney fees and other professional fees, expert witness fees, court costs, and other expenses incurred therein, in addition to any other relief to which such party may be entitled. The parties intend this provision to be given the most liberal construction possible and to apply to any circumstance in which such party reasonably incurs such expenses. The provisions of this Section shall survive the expiration or termination of this License.

12. Nonwaiver. No failure to exercise and no delay in exercising any right, power, or privilege on the part of any party shall constitute a waiver of any other or further exercise thereof or the exercise of any right, power, or privilege. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law. No waiver of any of the provisions of this License shall be deemed or shall constitute a waiver of any other provision whether or not similar, nor shall any such waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

13. Governing Law. This License shall be governed by and construed according to the laws of the State of Idaho.

14. Amendment. This License may be amended or modified only by a written instrument executed by the party or parties asserted to be bound thereby.

15. Notices. All notices given pursuant to this License shall be in writing and shall be given by certified United States mail, postage or delivery charge prepaid, addressed to the appropriate party as set forth below:

Licensor: City of Boise, 715 South Capitol Park Blvd, Boise, Idaho  
83702

Licensee: PO BOX 9334 Boise, ID 83707-3334

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

16. Counterparts and Electronic Transmission. This License may be executed in any number of counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same instrument. Copies of original, executed counterparts transmitted by

fax, email, or other electronic means shall have the same effect as delivery of an original, executed counterpart.

17. Authority. Licensee and the individual executing this License on behalf of Licensee warrants and affirms to Licensor that any and all persons signing this License for Licensee are authorized and empowered to so sign and such signing by such person or persons does bind Licensee to all the terms, covenants and conditions of this License.

18. Severability. If any term, agreement or condition of this License or the application of any term, condition or agreement to any person or circumstance shall, to any extent, be invalid or unenforceable by law, the remainder of this License or any other application of the term, agreement or condition shall be valid and enforced to the fullest extent permitted by law.

19. Entire License. This License and the exhibits attached hereto constitute all agreements, promises, terms, conditions, or understandings, either oral or written, between the parties hereto with respect to the Licensed Space. There is no third-party beneficiary to the provisions of this License.

20. Termination at Will. Licensor may terminate this License at will for any reason. For purposes of this License, the interim Library Director for the Boise Public Library is hereby authorized to terminate this Agreement on behalf of Licensor. For purposes of termination under this Section, notice may be provided either orally, electronically, or in writing. Termination shall be effective at 5:00 pm on the date that notice is given under this Section.

21. Acknowledgement by Licensee. Licensee hereby acknowledges that its rights under this License are strictly limited to the terms contained herein and that this License is both temporary and non-exclusive. Licensee further acknowledges and agrees that it may not use the Licensed Space to the exclusion of others and that Licensor, its employees, agents, or licensees shall be permitted to enter and use the space without interference or complaint from Licensee.

22. Non-Discrimination: Licensee, in its use of the License herein granted, shall not discriminate or permit discrimination against any person or group of persons in any manner on the grounds of race, color, sex, sexual orientation, gender identity or expression, religion, national origin or ancestry, familial status, age or disability.

23. Independent Parties: Licensee is and shall at all times be considered an independent permittee and is in no way an employee of Boise City.

- a) The Parties intend that this License create only an independent license relationship. Licensee shall conduct its activities under this License according to its own means and methods, which shall be in the exclusive control of Licensee and which shall not be subject to the control or supervision of Licensor. The Parties agree that this License does not entitle Licensee or its employees or agents to workers' compensation benefits, unemployment compensation benefits, or any other benefits or protections that accrue from an employment relationship, all of which shall remain the sole and exclusive responsibility of Licensee and its employees or agents.



- b) Neither Licensee nor its employees or agents are to be considered agents or employees of Licensor for any purpose, including that of federal and state taxation, and neither Licensee nor its employees or agents are entitled to any of the benefits that the Licensor may provide to its employees.

IN WITNESS WHEREOF the parties have executed this License as of the Effective Date.

LICENSOR:

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LICENSEE:

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