



**PARKING LOT LICENSE AGREEMENT**  
Effective Date: January 7, 2026

<p>Licensee's Name ("Licensee"): Canyon County, a political subdivision of the State of Idaho State of Formation: NA Licensee's Address: 1115 Albany Street Caldwell, ID 83605</p> <p>Contact Person Name: David Loper, Director Contact Email: david.loper@canyoncounty.id.gov Contact Phone #: 208 614 5005</p>	<p>Facility ("Facility"): Ford Idaho Center 16200 Idaho Center Blvd Nampa, ID 83687</p>
<p>Description of Lot to be licensed ("Licensed Premises"): Northwest parking lot as set forth on <u>Schedule 1</u>, attached hereto</p> <p>Purpose of use ("Purpose"): Household hazardous and electronic waste collection</p>	<p>Term of License ("Term"): March 21, 2026 @ 8:00am –7:00pm</p>
<p>License Fee ("License Fee"): NA</p>	<p>Deposit Amount ("Deposit"): NA</p>
<p><u>Relocation</u>. Operator reserves the right to require Licensee to relocate all or some of Licensee's property to other lots within the parking lot and agrees to provide Licensee with sufficient notice if such a requirement becomes necessary.]</p> <p>Special Terms: Nothing in this Agreement shall extend the responsibility or liability of Licensee beyond that required by the Idaho Tort Claims Act, Idaho Code Section 6-901 et. seq., including Licensee's obligation under paragraph 7 of the attached Standard Terms and Conditions.</p>	

This Parking Lot License Agreement ("Agreement") is between (i) Global Spectrum, L.P. d/b/a Oak View Group ("Operator") as agent on behalf of the City of Nampa ("Owner"), and (ii) the Licensee set forth above.

**Background**

Owner is the owner of the Facility and has engaged Operator to manage and operate the Facility, which includes the Licensed Premises. Operator is authorized by Owner to license the use of the Facility to others for various purposes. The purpose of

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this Agreement is to set forth the terms and conditions on which Operator is granting Licensee a license to use the Licensed Premises. By signing below, the parties acknowledge receipt and understanding of all the terms and conditions herein, including the attached Standard Terms and Conditions.

ACCEPTED AND AGREED as of the Effective Date:

<b>LICENSEE</b>  By: _____  Print Name: _____  Title: _____	<b>GLOBAL SPECTRUM, L.P. d/b/a Oak View Group</b> as agent on behalf of the College of Western Idaho  By: _____ Andrew Luther General Manager
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## STANDARD TERMS AND CONDITIONS: PARKING LOT LICENSE AGREEMENT

**1. Grant of License.** Subject to the terms and conditions of this Agreement, Operator grants to Licensee a license to use the Licensed Premises. This license does not include any right to use any other area of the Facility. Licensee shall use the Licensed Premises for the Purpose only and in accordance with the terms and conditions of this Agreement and all rules and regulations of Operator or Owner pertaining to the Facility (the "**Facility Rules**"), as modified from time to time upon notice to Licensee. Unless otherwise indicated in the Cover Page, where due to civil authority action, order, or direction, throughout the Term, Licensee shall have access to the Licensed Premises 24-hours per day, 7-days per week.

**2. Term.** The Term shall be as set forth above. If the Term is extended (which may occur only with the prior written consent of Operator) Licensee shall be solely responsible for all costs and expenses incurred or required in connection with such extension. In addition, if Licensee uses the Licensed Premises for any reason other than the Purpose, or if load-out runs beyond the proscribed time, Licensee shall be liable for any additional expenses incurred by Operator including but not limited to the payment of \$250 per day, as liquidated damages.

**3. Duties of Licensee.** In addition to Licensee's other duties as described herein, Licensee shall be responsible for the coordination of all vehicle deliveries and removals. Licensee shall, at its sole cost and expense, provide (or cause to be provided) all participants and staff required for the placement, parking, movement, storing, security, and monitoring operations. Licensee shall also, at its sole cost and expense, provide all tangible items of property necessary for its operations, including, but not limited to cones, barricades, barcode scanners to track trailers, etc. In addition to the foregoing, Licensee shall be responsible for the removal and/or clearance of any snow and ice on the Licensed Premises and drive lanes it deems necessary for it to perform its operations under this Agreement.

**4. Fees.** The Deposit, if applicable, shall be paid as set forth in the Cover Page and applied to any License Fees accruing thereafter. Operator shall issue to Licensee an invoice for the License Fee prior to the first day of the month for which the License Fee applies. Licensee shall pay Operator's invoice within 15 days receipt. Within 30 days conclusion of the Term, Operator shall determine its actual costs incurred in connection with Licensee's use of the Licensed Premises. In the event any additional costs are owed by Licensee to Operator, Licensee shall pay such costs within 15 days of receipt of invoice, including reasonable documentation.

**5. Licenses; Permits; Waivers.** Licensee shall secure in advance, prior to commencement of the Term, all licenses, permits and approvals that may be required in connection with the use of the Licensed Premises, including, without limitation, those required by ordinances, rules and/or regulations of governmental authorities. Licensee shall do all other acts necessary to comply with all laws and requirements of all public authorities and all rules and regulations of Operator in connection with the operations. Licensee shall require each individual driving Licensee's vehicles on the Licensed Premises to hold a valid driver's license.

### **6. Insurance.**

(a) Required Coverage / Required Terms. Licensee, shall at its sole cost and expense, acquire and maintain throughout the Term, insurance as required on Exhibit A, attached hereto, and comply with all terms contained therein.

(b) Failure to Obtain Insurance. Operator shall have the right to prohibit Licensee or any subcontractor of Licensee from entering the Licensed Premises until certificates or other evidence that insurance has been obtained in complete compliance with this Agreement is received by Operator.

### **7. Indemnification; Release of Liability; No Warranties.**

(a) Indemnification. Licensee hereby agrees to indemnify, defend, and hold harmless Operator, any and all Facility vendors, Owner, and any other present or future lender providing financing to, or in connection with, the construction or operation of, the Facility, and each of their respective successors and assigns, and all past, current, and future agents, representatives, servants, officials, regents, officers, directors or supervisors, consultants and employees of the foregoing (collectively, the "**Facility Parties**") from and against any and all claims, suits, losses, injuries, damages, liabilities and expenses, including, without limitation, reasonable attorneys' fees and expenses (collectively, "**Claims or Costs**") arising or alleged to arise, wholly or in part, from (i) any breach of this Agreement by Licensee, (ii) the exercise by Licensee of the privileges herein granted, or (iii) the acts or omissions, or violation of any applicable law, rule, regulation or order, of or by Licensee or any of its agents, owners, officers, directors, members, managers, representatives, contractors, exhibitors, employees, servants, players, guests, or invitees admitted to the Licensed Premises by Licensee, during the Term (collectively, the "**Licensee Parties**"), or (iv) any injury to or death of any person and any damage to or destruction of property arising from Licensee's use of the Licensed Premises, including any injury to third-parties occurring on the Licensed Premises. It is further the intent of this Agreement that this indemnity provision shall apply to any claims made by employees of Licensee against Operator, and this Agreement is deemed a written agreement for indemnity under the workers' compensation laws of the commonwealth or state in which the Facility is located.

(b) Condition of Licensed Premises. Except as specifically stated herein, Operator makes no warranty or representation to Licensee of any kind (express or implied) regarding the suitability of or compliance with applicable laws, of the Facility, the Licensed Premises, or any portion thereof, as built, for any aspect of the use Licensee expects or intends to make of the Licensed Premises, including the Purpose. Licensee further agrees that Licensed Premises are being provided "AS IS", "WHERE IS" and "WITH ANY AND ALL FAULTS" and without warranty, express or implied, as to the merchantability or fitness for the use thereof for any particular purpose. Licensee hereby waives any claims against Operator and the Facility Parties for defects in the Licensed Premises, including latent defects.

(c) Risk of Loss. None of the Facility Parties shall be responsible or liable for any loss or damage to the personal property of Licensee or any Licensee Party in connection with Licensee's use of the Licensed Premises hereunder, except and to the extent any such loss or damage is due to the gross negligence or willful misconduct of Operator. Licensee acknowledges and agrees that all of its property or property of others in the Licensed Premises shall be used and/or stored at the sole risk of Licensee, and Licensee on behalf of itself and each Licensee Party hereby waives and releases the Facility Parties from any and all Claims or Costs related thereto to the fullest extent permitted by law, except to the extent any such Claims or Costs are due to the gross negligence or willful misconduct of any Facility Party.

(d) Survival. The provisions of this Section 7 shall survive any expiration or termination of this Agreement.

### **8. Use of the Licensed Premises.**

(a) Access. Licensee shall, and shall cause its employees and agents to, follow any and all reasonable instructions of Operator's representative during the Term. The use of the Licensed Premises shall be coordinated with a designated representative of Operator, who shall have the right to be present at and supervise Licensee's activities at the Licensed Premises in connection herewith. In licensing the use of the Licensed Premises to Licensee,

it is understood that Operator does not relinquish the right to control the management thereof and to enforce all necessary rules and regulations.

(b) Morals Clause. Licensee shall not use or attempt to use any part of the Licensed Premises for any use or proposed use which would be contrary to law, common decency or good morals or otherwise improper or detrimental to the reputation of Operator.

(c) Security. Licensee agrees it shall be responsible for the Licensed Premises and property parked thereon throughout the duration of the Term. Licensee acknowledges that, on occasion, members of the public might attempt to gain access to and/or walk through the Licensed Premises, including during the Term. Throughout the Term, Licensee shall control access to and from the Licensed Premises, employing whatever means it deems necessary and appropriate to ensure the security from theft and destruction of its property on the Licensed Premises, and the safety of individuals who access the Licensed Premises.

(d) Return of Licensed Premises. Licensee agrees not to do any act or suffer any act to be done during the Term of this Agreement which shall mar, deface or injure any part of the Licensed Premises. Upon expiration of the Term, Licensee shall deliver up to Operator the Licensed Premises in as good condition and repair and in the condition received at the beginning of the Term, excepting usual wear and tear. If it becomes necessary to change, alter or rearrange any equipment on the Licensed Premises, Licensee shall so notify Operator and obtain Operator's consent thereto, and Licensee shall return and restore such equipment to its original place and condition, or repair the same if necessary, and Operator shall have the right to approve, which approval shall not be unreasonably withheld, any restoration and repairs made by Licensee once completed. All such alterations and changes shall be performed at Licensee's expense.

(e) No Combustibles. Licensee must fully comply with the Fire Code of the locality in which the Facility is located and all rules and standards of the local Fire Department, which may require securing a license or permit to conduct certain activities contemplated under this Agreement. Use of combustible material is forbidden. Licensee shall not (and shall ensure that its employees, agents, and contractors do not) cover or conceal in any manner whatsoever from public view or access the fire-fighting equipment in the Licensed Premises, such as fire extinguishers, fire hydrants, and fire hose cabinets and exits.

(f) Duty of Care. Licensee shall use the Licensed Premises in a safe and careful manner.

## 9. Miscellaneous.

(a) Compliance with Laws; Facility Rules, Taxes. Licensee shall comply with and shall cause all of the Licensee Parties to comply with, all laws, regulations, and ordinances applicable to it in connection with its performance under this Agreement as well as all Facility Rules ("**Compliance Obligations**"). Unless otherwise expressly stated herein, any items or services provided by Operator to Licensee to assist Licensee in performing its Compliance Obligations shall be the sole responsibility of Licensee and reimbursable to Operator. Licensee agrees to pay promptly all taxes assessed on its activities on the Licensed Premises hereunder, including any sales tax on the payment of the License Fee hereunder (which shall be in addition to the amounts due hereunder).

(b) Governing Law; Consent to Exclusive Jurisdiction. This Agreement shall be governed by the internal laws of the state or commonwealth in which the Facility is located, without regard to conflict of laws principles. Any action arising out of or in connection with this Agreement or the conduct, acts, or activities of the parties hereunder, shall be brought in the federal or state courts located in the state or commonwealth in which the Facility is located, and the parties hereby submit to the exclusive jurisdiction of, and venue in, those courts.

(c) Management Agreement. Licensee recognizes Operator is entering into this Agreement pursuant to its specific authority in the management agreement between Operator and Owner (the "**Management Agreement**") and to the extent such Management Agreement expires or is terminated, or Operator ceases for any reason to be the manager of the Facility, such event shall not give rise to any liability to Operator, and Operator shall cease to have any responsibilities or liability under this Agreement. In such case, this Agreement shall remain in full force and effect as between Owner (on a direct basis) and Licensee, and all performance hereunder by Operator shall be rendered by Owner or its designee, including the Facility's successor manager. If the Facility closes or becomes non-operational, Operator or Owner may terminate this Agreement without liability.

(d) Power and Authority. Each party represents and warrants to the other that: (i) it has full corporate power and legal authority to enter into and perform this Agreement; (ii) all necessary corporate approvals for the execution and performance of this Agreement by it have been obtained; and (iii) this Agreement constitutes a legal, valid, and binding obligation enforceable in accordance with its terms.

(e) Assignment. This Agreement shall not be assigned nor shall Licensee's right to use the Licensed Premises be sublicensed by Licensee without the prior written consent of Operator in each instance, which consent may be granted or withheld in Operator's sole discretion. Any attempt by Licensee to assign this Agreement or sublicense its right to use the Licensed Premises without the prior written consent of Operator shall be void. If any assignment or sublicense is permitted, Licensee shall cause the assignee or sublicensee to enter into an agreement, acceptable to Operator, whereby such assignee or sublicensee agrees to abide the terms and conditions of this Agreement. The term "assignment" or "sublicense" as used in this Agreement shall include any and all transfers of Licensee's interest in this Agreement, whether voluntary or involuntary and further include any change in or transfer of a majority of the equity interests in Licensee. Operator may assign this Agreement and/or its rights and obligations hereunder (i) to any person or entity who succeeds (whether by merger, consolidation or sale of assets or equity or the like) to all or substantially all of the business and properties of such party; or (ii) in connection with a corporate restructuring, to any parent, subsidiary or affiliate of Operator, and who carries on the business of Operator in substantially the same manner, or (iii) to any successor manager of the Facility.

(f) Waivers. No waiver shall be effective unless it is in writing and is signed by the party to be charged. No delay or failure to exercise any right or remedy accruing to any party shall impair any such right or remedy, nor shall it be construed as a waiver of any future right or remedy.

(g) Notices. All notices shall be in writing and shall be deemed delivered 3 days after deposit in the U.S. mail, certified, return receipt requested, to Licensee and Operator at the address set forth above (for Operator, Attn: General Manager), with a courtesy copy sent via electronic mail. A copy of all notices to Operator to be sent to OVG360, 5050 South Syracuse St., Suite 800, Denver, CO 80237, Attn: OVG360 Legal Department, Email: OVG360Legal@oakviewgroup.com.

(h) Relationship of the Parties. The parties are independent contractors, and nothing in this Agreement shall be construed to create a partnership, joint venture, employment, or agency relationship.

(i) Severability. If any provision of this Agreement is declared invalid or unenforceable by an arbitrator or court of competent jurisdiction, such provision shall be severed from the remainder of this Agreement, which shall remain in full force and effect.

(j) Attorneys' Fees. Except where prohibited by the laws or constitution of the state or commonwealth in which the Facility is located, in case any suit or action is instituted to enforce compliance with this Agreement, including all appeals, the prevailing party shall be entitled to recover from the non-prevailing party, as permitted by law, all reasonable costs incurred, including staff time, court costs, reasonable attorneys' fees, and all other related expenses, in addition to any costs and disbursements provided under applicable laws.

(k) No Third-Party Beneficiaries. There are no third-party beneficiaries of this Agreement, except that Licensee acknowledges each of Operator, as agent for Owner, and Owner, as principal, have a vested interest in this Agreement and each are entitled to enforce this Agreement directly against Licensee.

(l) Entire Agreement; Counterparts. This Agreement constitutes the entire agreement and understanding of the parties regarding its subject matter, and supersedes any and all prior agreements, understanding or communications between the parties whether oral or written. This Agreement may not be amended except by a writing signed by an authorized representative of each party. In the event of a conflict between the terms of this Agreement and the terms set forth in any exhibits or addenda attached hereto, the terms of this Agreement shall govern. This Agreement shall be binding upon and inure to the benefit of all successors and permitted assigns. This Agreement may be executed in any number of counterparts (including by .pdf), each of which will be deemed an original, but all of which taken together shall constitute one single agreement.

### Exhibit A

#### Insurance Obligations

Licensee shall acquire and maintain in full force and effect, at its sole cost and expenses, for the duration of the Agreement the following insurance coverage:

1. Workers' Compensation. Workers' Compensation (or similar local scheme) insurance in accordance with the statutory requirements of the state or commonwealth in which the Facility is located. Such policy will provide coverage in the event any employee of Licensee sustains a compensable accidental injury while on work assignment on the Licensed Premises or in connection with the Purpose. Such policy will cover any employee, players, performers, and any borrowed, leased, or other person to whom such compensation may be payable by Licensee.
2. Employer's Liability. Employer's Liability Insurance covering bodily injury, death and disease, in the amount of \$1,000,000 each per accident, employee and policy limit with benefits afforded under the laws of the state or commonwealth in which the services are to be performed. Such policy will cover any employee, players, performers, and any borrowed, leased, or other person to whom such compensation may be payable by Licensee.
3. Commercial General Liability. Commercial General Liability Insurance written on an occurrence form, including but not limited to, bodily injury, premises-operations, property damage, products/completed operations, contractual liability, personal and advertising injury, and host liquor liability with limits of at least \$1,000,000 per occurrence, \$2,000,000 in the aggregate, which insures all operations of Licensee (including the operations of Licensee contemplated by this Agreement). Such insurance shall include blanket contractual liability, products and completed operations coverage, fire legal liability coverage and personal & advertising injury coverage.
4. Automobile Liability. Licensee shall maintain commercial automobile liability insurance, including coverage for the operation of owned, leased, hired, and non-owned vehicles, in the minimum amount of \$1,000,000 per accident, \$2,000,000 in the aggregate for personal injury and property damage (including with respect to load-in and load-out).
5. Umbrella Liability. Umbrella Liability on a follow form or at least as broad underlying insurance, at limits no less than \$5,000,000 per occurrence and aggregate in excess of the limits in 2, 3., and 4. above.

#### Additional Terms:

- Other than in connection with workers' compensation policies, each of the foregoing policies shall name Ford Idaho Center, Global Spectrum LP, and College of Western Idaho as additional insureds.
- Certificates of Insurance. At least 30 days prior to the Term (or immediately upon execution hereof, if less than 30 days remain before the Term), the Licensee shall provide to the Operator certificate(s) of insurance evidencing the coverages set forth above, and compliance with each these Additional Terms.
- Insurance policies shall: (i) be issued by insurance companies authorized to do business by the State in which the Facility is located, and have an A.M. Best rating of at least A-VIII or better for the duration of the Agreement, (ii) include a waiver of subrogation in favor of the Facility Parties and (iii) be primary and non-contributory with any available insurance policies and programs of self-insurance of the Facility Parties.
- Licensee shall not cancel or otherwise modify policies set forth above without 30 business days' prior written notice to Operator and shall provide at least 10 days' written notice in the event of a non-payment of premium by Licensee.
- The insurance required hereunder does not represent that the coverages and limits are adequate to protect Licensee and all policies shall be in such form and contain such provisions as are generally considered standard for the type of insurance involved.
- The stipulated limits of coverage above shall not be construed as a limitation of any potential liability to any Facility Party, including without limitation the contractual obligation to indemnify and defend the Facility Parties, and failure to request evidence of this insurance or failure to review such evidence shall not be construed as a waiver of Licensee's obligation to provide the insurance coverage specified.
- The insurance limits required hereunder may be obtained through any combination of primary and excess or umbrella liability insurance. Any coverage that is on a claims-made basis shall be maintained for at least 3 years following the Term.

**Schedule 1**

**Licensed Premises**



DATED this 3rd day of March, 2026.

BOARD OF COUNTY COMMISSIONERS

- Motion Carried Unanimously
- Motion Carried/Split Vote Below
- Motion Defeated/Split Vote Below

	Yes	No	Did Not Vote
 _____ Commissioner Leslie Van Beek	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Unavailable for signature</u> _____ Commissioner Brad Holton	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 _____ Commissioner Zach Brooks	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ATTEST: JESS URRESTI, CLERK

By: J. Ross  
\_\_\_\_\_  
Deputy Clerk