

**BOISE PUBLIC LIBRARY BOARD OF TRUSTEES**  
August 27, 2020, Meeting Packet Cover Page

**AGENDA**

**SUPPORTING DOCUMENTS**

- Interfaith Sanctuary Temporary Agreement Amendment and Renewal

# Agenda



# BOISE PUBLIC LIBRARY

MAYOR: Lauren McLean | INTERIM DIRECTOR: Kristine Miller

## Boise Public Library Board of Trustees Special Meeting Agenda

Thursday, August 27, 2020, 11:30 a.m. • Main Library, 715 S. 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\\_d\\_SVPWXWR0mjXk8rFOtbg](https://cityofboise.zoom.us/webinar/register/WN_d_SVPWXWR0mjXk8rFOtbg)

<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

2. Old Business

a. Amendment and Renewal of Temporary Agreement with Interfaith Sanctuary Housing Services, Inc.-Action Item

Trustees will consider the amendment and renewal of a temporary non-exclusive agreement with Interfaith Sanctuary Housing Services, Inc. for the use of the Hayes Auditorium in the Main Library for members of the public experiencing heat exposure.

**Action:** the Board will make a motion to approve, revise, or reject the thirty day amendment and renewal with Interfaith Sanctuary Housing Services, Inc.

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

## AMENDMENT AND RENEWAL OF TEMPORARY AND NON-EXCLUSIVE LICENSE AGREEMENT

**THIS AMENDMENT AND RENEWAL AGREEMENT** (“**Amendment**”) is between the city of Boise City, by and through the Boise Public Library, (“**Licensor**”) and Interfaith Sanctuary Housing Services, Inc. (“**Licensee**”) (each individually a “Party” and, collectively, the “Parties”).

**WHEREAS**, on July 29, 2020, the Parties entered into a Temporary and Non-Exclusive License Agreement (“**Existing Agreement**”) to permit Licensee to use Licensor’s library auditorium for a thirty day period to provide space for members of the public experiencing the effects of heat exposure;

**WHEREAS**, the Parties desire to extend the term of the Existing Agreement for an additional thirty-day period so that Licensor may continue to provide temporary public day shelter space for the avoidance of heat exposure; and

**WHEREAS**, Section 14 of the Existing Agreement requires that any amendment or modification thereto be made only by a written instrument executed by the party or parties asserted to be bound thereby.

**NOW, THEREFORE**, in furtherance of the foregoing recitals, which are incorporated into and made a part of this Amendment, the Parties agree as follows.

1. Definitions. Capitalized terms used and not defined in this Amendment have the respective meanings assigned to them in the Existing Agreement.
2. Amendment. As of this Amendment’s Effective Date (defined in Section 4 below), Section 2 (Term) of the Existing Agreement is amended by the following additions (indicated by underlining) and deletions (indicated by strikethroughs):

Term. The Initial 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~~ This License may be renewed for successive thirty (30) day calendar periods by mutual written agreement of the Parties (each, a “Renewal Term”). Absent execution of a renewal agreement or early termination, this License shall immediately and automatically terminate upon expiration of the Initial Term or any Renewal Term. 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. Renewal. The Existing Agreement is renewed for a thirty (30) calendar day period commencing on August 29, 2020.

4. Date of Effective. This Amendment shall become effective on date of the last Party signature set forth below (“**Effective Date**”).
5. Limited Effect. Except as expressly provided in this Amendment, all of the terms and provisions of the Existing Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the Parties. Without limiting the generality of the foregoing, the amendment(s) contained herein will not be construed as an amendment to or waiver of any other provision of the Existing Agreement or as a waiver of or consent to any further or future action on the part of either Party that would require the waiver or consent of the other Party. On and after this Amendment’s Effective Date, each reference in the Existing Agreement to “this Agreement,” “the Agreement,” “hereunder,” “hereof,” or words of like import, and each reference to the Existing Agreement in any other agreements, documents or instruments executed and delivered pursuant to or in connection with, the Existing Agreement, will mean and be a reference to the Existing Agreement as amended by this Amendment.
6. Representations and Warranties. Each Party hereby represents and warrants to the other Party that:
  - a. It has the full right, power and authority to enter into this Amendment and to perform its obligations hereunder and under the Existing Agreement as amended by this Amendment.
  - b. The Execution of this Amendment by the individual whose signature is set forth at the end of this Amendment on behalf of each Party, and the delivery of this Amendment by such Party, have been duly authorized by all necessary action on the part of such Party.
  - c. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN THE EXISTING AGREEMENT AND IN THIS AMENDMENT, LICENSOR HAS MADE AND MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER, EITHER ORAL OR WRITTEN, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. LICENSEE ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY LICENSOR OR ANY OTHER PERSON ON LICENSOR’S BEHALF EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION 6.
7. Miscellaneous.
  - a. This Amendment may be executed in identical counterparts, each of which is deemed an original, but all of which constitute one and the same agreement. Delivery of an executed counterpart of this Amendment electronically shall be effective as delivery of an original executed counterpart of this Amendment.

- b. The Existing Agreement, as modified by this Amendment, constitutes the sole and entire agreement between the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the Effective Date.

**Interfaith Sanctuary Housing Services, Inc.**

 08/24/2020  
\_\_\_\_\_  
Signature Date

Jodi Peterson-Stigers  
\_\_\_\_\_  
Printed Name

Executive Director  
\_\_\_\_\_  
Title

**Boise Public Library**

\_\_\_\_\_  
Margo Healy Date  
President, Library Board of Trustees