

**MEMORANDUM OF AGREEMENT
FOR CONTRIBUTION TO 2020 CONCERTS ON BROADWAY**

This MEMORANDUM OF AGREEMENT FOR CONTRIBUTION TO CONCERTS ON BROADWAY (“Agreement”) is made this 1st of October, 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 Development Corporation, an urban renewal agency organized under the laws of the State of Idaho (“MDC”).

WHEREAS, City and MDC desire that the plaza at Meridian City Hall serve as a place where members of the community can gather to enjoy downtown Meridian and to take part in the arts;

WHEREAS, in the summer of 2021, the Meridian Arts Commission will present Concerts on Broadway, a series of live, outdoor performances to be held in the Meridian City Hall plaza; and

WHEREAS, MDC is willing to contribute to City ten thousand dollars (\$10,000.00) toward expenses related to the presentation of the Concerts on Broadway series;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, and in consideration of the mutual promises and covenants herein contained, the Parties agree as follows:

I. CITY’S RESPONSIBILITIES.

- A. Concert production.** Between May 1, 2021 and September 30, 2021, City agrees to present at least three (3) free outdoor concerts at Meridian City Hall plaza as part of the 2020 Concerts on Broadway series. Such concerts will include live musical performance, and may include an opening act, food vendor(s), amplified sound, and limited chair seating. The selection of staff and/or vendors for Concerts on Broadway shall be made by City.
- B. Publicity.** City shall publicize the 2021 Concerts on Broadway series, which publicity may include distribution of information via written and broadcast media, social and online media, e-mail, posters, and a banner displayed at Meridian City Hall. Decisions regarding the time, place, and manner of such publicity shall be made by City.
- C. Acknowledgment of sponsorship.** Though the amount contributed by MDC would typically allow MDC to be acknowledged as a title sponsor of the 2021 Concerts on Broadway series, MDC’s desire is to be acknowledged as a Tier 1 sponsor (or like designation). As such, MDC shall be entitled to recognition as “sponsored by,” and have the MDC logo printed on all event marketing materials where sponsors’ logos are printed.
- D. Invoice MDC.** City shall provide one (1) invoice to MDC by May 1, 2021, in the amount of ten thousand dollars (\$10,000.00), and City shall use such amount for the payment of expenses related to the production of Concerts on Broadway.

II. MDC'S RESPONSIBILITIES.

- A. Reimbursement.** Within thirty (30) days of receipt of City's invoice, MDC shall provide payment to City in the amount of ten thousand dollars (\$10,000.00).
- B. Logo.** MDC shall provide City with a copy of its logo, in digital format, for use on marketing materials as described herein.
- C. Appropriation.** Notwithstanding anything in this Agreement to the contrary, MDC's obligations under this Agreement to provide payment to City as described herein shall be subject to and dependent upon appropriations being made by the MDC governing board for such purpose. The officer or administrator charged with the responsibility of preparing MDC's Fiscal Year 2021 budget shall include in the proposed budget the amount noted herein, which will be duly considered by the Board along with the other proposed expenditures for Fiscal Year 2021.

III. GENERAL TERMS.

- A. Term.** This Agreement begins October 1, 2020 and shall remain in effect through September 30, 2021.
- B. Notice.** Notice required to be provided by either of the parties under this Agreement shall be in writing and be deemed communicated when mailed by United States Mail, addressed as follows:

| | |
|----------------------------|---------------------------------------|
| City: City of Meridian | MDC: Meridian Development Corporation |
| Arts & Culture Coordinator | Ashley Squyres, Administrator |
| 33 E. Broadway Avenue | 104 E. Fairview Avenue #239 |
| Meridian ID 83642 | Meridian ID 83642 |

Either party may change its address for the purpose of this paragraph by giving formal notice of such change to the other in the manner herein provided.

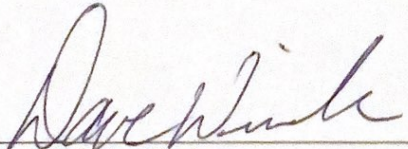
- C. Entire agreement; modification.** This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations, and discussions, whether verbal or written, of the parties pertaining to that subject matter. The Agreement may not be changed, amended, or superseded unless by means of writing executed by both Parties hereto.
- D. Termination.** Either party may terminate this Agreement in whole, or in part, due to convenience, nonappropriation, or when either or both parties agree that the continuation of this Agreement is not in the parties' best interest, by providing thirty (30) days written notice. If MDC is the terminating party, City shall be entitled to receive reimbursement for payments made for services properly performed by City to the date of termination. If City is the terminating party, MDC shall be entitled to reimbursement for a pro-rata share of MDC's contribution for any concerts that have not been presented at the time of termination, i.e., \$3,333.33 per concert. If the City decides to cancel all or a portion of the concerts due to concerns related to COVID-19 or other health risks, then MDC shall be entitled to reimbursement in the amount of \$3,333.33 per concert cancelled. City's decision to cancel

or reschedule a concert due to inclement weather or other unforeseen event on the day of such scheduled concert shall not constitute termination or breach, and MDC shall not be entitled to pro-rata or other reimbursement in such circumstance.

- E. **Indemnification.** To the fullest extent permitted by law and by Article VIII, section 4 of the Idaho Constitution, City agrees to indemnify, defend, and hold harmless MDC and its officers, agents, consultants, and employees from and against any and all liability, claims, losses, actions, or judgments, costs and fees, including any costs and attorney's fees incurred therein, for damages, losses, or injury to entities, persons or property for any act, error, or omission arising out of or in any way connected with the activities and programs described herein and/or the activities of City and its officers, employees, contractors, or agents related to or connected with this Agreement.
- F. **Severability.** If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if any invalid or unenforceable provision were omitted.
- G. **Applicable Law.** The Agreement shall be governed by the laws of the State of Idaho and jurisdiction for any disputes arising hereunder shall be in the Fourth Judicial District, Ada County, State of Idaho.

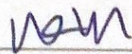
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the Effective Date first written above.

MERIDIAN DEVELOPMENT CORPORATION:



Dave Winder, Chairman

Attest:



Steve Vlassek, Secretary
Nathan Mueller Vice
Chairman

CITY OF MERIDIAN:

Attest:

Robert E. Simison, Mayor

Chris Johnson, City Clerk