

**MEMORANDUM OF AGREEMENT
FOR CONTRIBUTION TO TRAFFIC BOX COMMUNITY ART PROJECT**

This MEMORANDUM OF AGREEMENT FOR CONTRIBUTION TO TRAFFIC BOX COMMUNITY ART PROJECT (“Agreement”) is made this 11th day of May, 2022 (“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 public art will be a component of the Meridian community and to that end, City has undertaken the Traffic Box Community Art Project (“Project”), within which artwork created by community members will be transformed into vinyl wraps and used to cover traffic control boxes at various locations throughout Meridian, with permission from the property owner Ada County Highway District (“ACHD”), as a benefit to the public;

WHEREAS, the Meridian Arts Commission intends to work with artists, ACHD, and MDC to install traffic box Project wraps in fiscal year 2020-21; and

WHEREAS, MDC is willing to contribute to City up to two thousand five hundred dollars (\$2,500.00) toward expenses related to the Project;

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. Project wrap installation.** Between May 11, 2022 and September 30, 2022, City agrees to invest MDC’s contribution in the installation of art wraps on at least the following intersections Meridian/Waltman; Meridian/Broadway and Meridian/Fairview. The parties intend these funds to be used on Project boxes within MDC’s downtown urban renewal district boundaries. The specific locations must be approved in writing by the MDC Administrator.
- B. Selection of artists, traffic boxes.** City shall include MDC in the process of selecting artists and/or artwork for transfer onto the Project boxes that are the subject of this Agreement. City shall include MDC in the process of selecting the traffic boxes for the Project wraps. All Project boxes considered and selected must be located within the Meridian Urban Renewal Area. Regarding decisions related to selection of artists, artwork, or specific installation locations, City shall duly consider MDC input and shall make a reasonable effort to come to consensus; however, City shall be responsible for the final decision regarding selection of artists, artwork, or specific installation locations.
- C. Acknowledgment of sponsorship.** If City decides to acknowledge sponsors of wraps installed as part of Project, City shall acknowledge MDC on the Project wraps that are the subject of this Agreement.

- D. Invoice MDC.** City shall remit to MDC an invoice for each Project box, with receipts for payments rendered to vendor(s) for the Project wraps that are the subject of this Agreement, and shall request reimbursement from MDC to City for such payments, in a total amount not to exceed two thousand five hundred dollars (\$2,500.00).

II. MDC'S RESPONSIBILITIES.

- A. Reimbursement.** Within thirty (30) days of receipt of each of City's invoices, MDC shall provide payment to City in the amount of each invoice, with the total amount sought for reimbursement not to exceed two thousand five hundred dollars (\$2,500.00).
- B. Logo.** MDC shall provide City with a copy of its logo, in digital format, for use on sponsorship acknowledgment, if any, on the Project wraps that are the subject of this Agreement.
- 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.

III. GENERAL TERMS.

- A. Term.** This Agreement begins May 11, 2022 and shall remain in effect through September 30, 2022.
- 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
City Attorney's Office	Ashley Squyres, Administrator
33 E. Broadway Avenue	104 East 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.

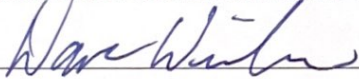
- C. Entire agreement; modification.** This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations, and discussions, whether verbal or written, 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 the project 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.

- 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 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 to effective on the date first noted above.

MERIDIAN DEVELOPMENT CORPORATION:



Dave Winder Chairman

Attest:



Steve Vlassek, Secretary

CITY OF MERIDIAN:

Robert Simison, Mayor

Attest:

C.Jay Coles, City Clerk