

City of Meridian FY2023 Budget Amendment Form

Personnel Costs

Fund#	Dept.#	G/L#	Proj.#	G/L# Description	Total
01	1840	41200	11011	Wages	
01	1840	41206	11011	PT/Seasonal Wages	
01	1840	41210	11011	Overtime	
01	1840	41304	11011	Uniform Allowance	
01	1840	42021	11011	FICA	\$ -
01	1840	42022	11011	PERSI	\$ -
01	1840	42023	11011	Worker's Comp	\$ -
01	1840	42025	11011	Employee Insurance	\$ -
Total Personnel Costs					\$ -

Operating Expenditures

Fund#	Dept.#	G/L#	Proj.#	G/L# Description	One-Time	On-Going	Total
01	1840	55181	11011	MAC Concerts on Broadway Expense	\$ 10,000		\$ 10,000
01	1840		11011				\$ -
01	1840		11011				\$ -
01	1840		11011				\$ -
01	1840		11011				\$ -
01	1840		11011				\$ -
01	1840		11011				\$ -
01	1840		11011				\$ -
01	1840		11011				\$ -
01	1840		11011				\$ -
01	1840		11011				\$ -
01	1840		11011				\$ -
01	1840		11011				\$ -
Total Operating Expenditures					\$ 10,000	\$ -	\$ 10,000

Capital Outlay

Fund#	Dept.#	G/L#	Proj.#	G/L# Description	Total
01	1840		11011		
01	1840		11011		
01	1840		11011		
01	1840		11011		
01	1840		11011		
01	1840		11011		
Total Capital Outlay					\$ -

Revenue/Donations

Fund#	Dept.#	G/L#	Proj.#	G/L# Description	Total
01	1840	34741	11011	Concerts on Broadway	\$ 10,000
01	1840		11011		
01	1840		11011		
Total Revenue/Donations					\$ 10,000

Total Amendment Cost - Lifetime

City of Meridian FY2023 Budget Amendment Form



Please only complete the fields highlighted in Orange.

Amendment Details

Title: **MDC Sponsorship of Concerts**
 Department Name: **Meridian Arts Commission**
 Presenting Department Name: **Parks & Recreation**
 Department #: **1840**
 Primary Funding Source: **1**
 CIP#:
 Project #: **11011**

Is this for an Emergency? ☐ Yes ☐ No
 New Level of Service? ☐ Yes ☐ No

Clerks Office Stamp

Date of Council Approval

Acknowledgement

Date

[Signature] 12/1/22

Department Director

REVIEWED

By Todd Lavoie at 4:18 pm, Dec 07, 2022

Chief Financial Officer

Approved Luke Cavener 10:02 am 12/13/2022

Council Liaison

[Signature] 12-14-22

Mayor

Total Amendment Request \$ -

BP 12/7/22

City of Meridian FY2023 Budget Amendment Form

	Prior Year(s) Funding	Fiscal Year 2023	Fiscal Year 2024	Fiscal Year 2025	Fiscal Year 2026	Fiscal Year 2027	Department Name: <u>Meridian Arts Commission</u>
							Title: <u>MDC Sponsorship of Concerts</u>
Personnel		\$ -	\$ -	\$ -	\$ -	\$ -	Instructions for Submitting Budget Amendments: ➤ Department will send Amendment with Directors signature to Finance (Budget Analyst) for review ➤ Finance will send Amendment to Council Liaison for signature ➤ Council Liaison will send signed Amendment to Mayor ➤ Mayor will send signed Amendment to Finance (Budget Analyst)
Operating		\$ 10,000	\$ -	\$ -	\$ -	\$ -	
Capital		\$ -					
Total	\$ -	\$ 10,000	\$ -	\$ -	\$ -	\$ -	
Total Estimated Project Cost: \$ 10,000							

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1. Describe what is being requested?

This request is for spending authority of the Meridian Development Corporation sponsorship awarded to the Arts Commission for Concerts on Broadway expenses for the 2023 season.

2. Why was this budget request not submitted during the current fiscal year budget cycle?

The MDC sponsorship and MOA was not approved until August 2022.

3. What is the explanation for not submitting this budget request during the next fiscal year budget cycle?

Projects (the Concert series) is happening in FY2023.

4. Describe the proposed method of funding? If funding is split between Funds (i.e. General, Enterprise, Grant), please include the percentage split. List the amounts and sources of anticipated additional revenue that will result from approval of this request.

Sponsorship - net zero budget amendment.

5. Does this request align with the Department/City's strategic plan? If not, please explain how this request was not included in the Department/City strategic plan?

Yes, the Concerts and traffic boxes are in MAC's strategic plan and relate to the City's goal to create vibrant spaces and public art for its citizens.

6. Does this request require resources to be provided by other departments? If yes, please describe the necessary resources to be provided by other departments.

No.

7. Does this Amendment include any needed Equipment or Software that will utilize the City's network? (Yes or No)

No.

8. Is the amendment going to result in the disposal of an asset? (Yes or No)

No.

9. Any additional comments?

None. \$10,000 to be invoiced to MDC by June 2023

Total Amendment Request \$ -

Every effort should be made to avoid reopening the budget for an amendment. Departments will need to provide back up and appear before the City Council to justify budget amendments. Budget amendments are intended for emergency or mandatory changes to the original balanced budget. Changes to the original balanced budget may cause a funding shortfall.

**MEMORANDUM OF AGREEMENT
FOR CONTRIBUTION TO 2023 CONCERTS ON BROADWAY**

This MEMORANDUM OF AGREEMENT FOR CONTRIBUTION TO CONCERTS ON BROADWAY ("Agreement") is made this 14th of September, 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 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 2023, the Meridian Arts Commission will present Concerts on Broadway, a series of five, 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, 2023 and September 30, 2023, City agrees to present at least three (3) free outdoor concerts at Meridian City Hall plaza as part of the 2023 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 2023 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 2023 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 June 1, 2023, 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.

III. GENERAL TERMS.

- A. **Term.** This Agreement begins September 14, 2022 and shall remain in effect through September 30, 2023.
- 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 Squires, Administrator
33 E. Broadway Avenue	104 E. Fairview Avenue #239
Meridian ID 83642	Meridian ID 83642

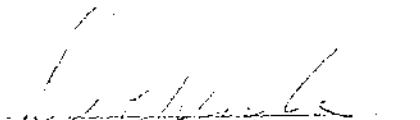
Either party may change its address for the purpose of this paragraph by giving formal notice of such change to the other in the manner herein provided.
- C. **Entire agreement; modification.** This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject 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,

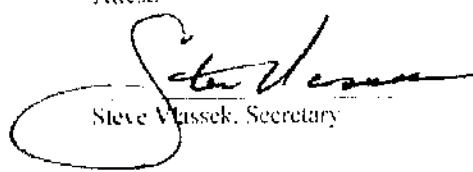
losses, actions, or judgments, costs and fees, including any costs and attorney's fees incurred therein, for damages, losses, or injury to entities, persons or property for any act, error, or omission arising out of or in any way connected with the activities and programs described herein and/or the 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 Vassek, Secretary

CITY OF MERIDIAN:

Robert L. Simison, Mayor

Attest:

Chris Johnson, City Clerk