

AGREEMENT FOR TRANSFER OF PERSONAL PROPERTY

This AGREEMENT FOR TRANSFER OF PERSONAL PROPERTY ("Agreement") is made this ____ day of _____, 2024 ("Effective Date"), by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho ("City"), and the Western Ada Recreation District, a recreation district organized under the laws of the State of Idaho ("WARD") (collectively, "Parties").

WHEREAS, WARD is the owner of personal property ("Personal Property") used for the operation and maintenance of the Community Swimming Pool, located at 213 E. Franklin Road, in Meridian ("Pool"), a neighborhood park located at 1031 E. Tammy Street, in Meridian ("Park"), and Lakeview Golf Course, located at 4200 W. Talamore Boulevard, in Meridian ("Golf Course"); and,

WHEREAS, pursuant to the *Memorandum of Agreement between Western Ada Recreation District and City of Meridian for Transfer of Assets* entered into by the Parties ("MOA"), by this Agreement WARD seeks to convey the Personal Property to City; and

WHEREAS, by this Agreement City gratefully accepts the Personal Property and agrees to use the same for the benefit of the Meridian community;

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. WARD'S CONVEYANCE.

- A. Convey Personal Property.** As of Closing, as such term is defined in the MOA, WARD hereby conveys to City, free of charge, any and all Personal Property used for the operation and maintenance of the Pool, Park, and Golf Course.
- B. Certifications.** WARD hereby certifies that:
1. WARD is not required to obtain the approval or consent of any person, firm, or other entity to permit WARD to consummate the transactions contemplated by this Agreement.
 2. WARD owns and possesses all rights, title, and interest in and to the Personal Property, free and clear of all covenants, conditions, easements, liens, and encumbrances.
 3. There is no equitable, legal, or administrative suit, action, arbitration, or other proceeding pending or threatened against or affecting WARD or the Personal Property.

II. CITY'S ACCEPTANCE. As of Closing, as such term is defined in the MOA, City shall accept and own, without payment, WARD's conveyance of the Personal Property, pursuant to all terms and conditions of this Agreement, and shall take ownership and possession of the Personal Property upon Closing.

III. GENERAL PROVISIONS.

- A. Notice.** All other notices required to be given by either of the Parties hereto shall be in writing and be deemed communicated when personally served, or mailed in the United States mail, addressed as follows:

If to City:

City Clerk
City of Meridian
33 E. Broadway Avenue
Meridian, Idaho 83642

If to WARD:

Shaun Wardle, Board President
Western Ada Recreation District
P.O. Box 566
Meridian, Idaho 83680

- B. Term.** This Agreement shall be effective upon the Effective Date and shall expire upon Closing, as such term is defined in the MOA, unless earlier extended or terminated as set forth herein.
- C. Assignment.** Neither party shall assign or sublet all or any portion of its respective interest in this Agreement or any privilege or right hereunder, either voluntarily or involuntarily, without the prior written consent of the other party. This Agreement and each and all of the terms and conditions hereof shall apply to and are binding upon the respective organizations, legal representative, successors, and assigns of the Parties.
- D. No agency.** For purposes of or in furtherance of this Agreement, neither party nor its respective employees, agents, contractors, officials, officers, servants, guests, and/or invitees shall be considered agents of the other in any manner or for any purpose whatsoever.
- E. Liability.** Each party shall be solely liable for the actions and/or inactions, including errors, omissions, and/or negligence of its own employees. Neither party shall bear any responsibility or liability for the errors, omissions, and/or negligence of the other.
- F. Compliance with laws.** In performing the scope of services required hereunder, City and WARD shall comply with all applicable laws, ordinances, and codes of Federal, State, and local governments. This Agreement shall be governed by and construed in accordance with the statutes and constitution of the State of Idaho, including, without limitation, Article VIII, Section 3, of the Idaho Constitution.
- G. Termination.**
- 1. Grounds.** Grounds for termination of this Agreement shall include, but shall not be limited to: non-appropriation of funds necessary to meet either party's obligations under this Agreement; an act or omission by either party which materially breaches any term of this Agreement; an act of nature or other unforeseeable event which precludes or makes impossible the performance of the terms of this Agreement by either party; or a change in or occurrence of circumstances that renders the performance by either party a detriment to the public health, safety, or welfare.

2. **Process.** Either party may terminate this Agreement by providing thirty (30) days' notice of intention to terminate. Such notice shall include a description of the breach or circumstances providing grounds for termination. A fourteen (14) day cure period shall commence upon provision of the notice of intention to terminate. If, upon the expiration of such cure period, cure of the breach or circumstances providing grounds for termination has not occurred, this Agreement may be terminated upon mailing of notice of termination.
- H. **Construction and 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.
- I. **Time of the essence.** The Parties acknowledge obligations under this Agreement shall be fulfilled in a timely manner. The Parties acknowledge and agree that time is strictly of the essence with respect to this Agreement, and that the failure to timely perform any of the obligations hereunder shall constitute a breach of, and a default under, this Agreement by the party so failing to perform.
- J. **Third-party beneficiaries.** This Agreement is not intended to create, nor shall it in any way be interpreted or construed to create, any third-party beneficiary rights in any person or entity not a party hereto.
- K. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- L. **No limitation.** Nothing in this Agreement or any other agreement shall prevent or limit City, when City owns the Personal Property, from alienating or making any improvements or changes to the Personal Property or any component thereof, whether temporarily or permanently, as may be deemed by City to further the public interest, health, safety, and/or welfare.
- M. **Authority.** The Parties certify that the execution, delivery, and consummation of this Agreement has been duly approved in accordance with applicable laws and any documents or instruments governing the respective Parties, and that the execution, delivery, and consummation of this Agreement will not, with the passage of time, the giving of notice, or otherwise, cause either Party to be in violation or breach of any law, regulation, contract, agreement, or other restriction to or by which the Party or the personal property conveyed by this Agreement are subject or bound.
- N. **Approval required.** This Agreement shall not become effective or binding until approved by the respective governing bodies of both City and WARD. The Parties signatory hereto represent and warrant that each is duly authorized to bind, respectively, City and WARD to this Agreement in all respects.

IN WITNESS WHEREOF, the Parties shall cause this Agreement to be executed by their duly authorized officers to be effective as of the day and year first above written.

WESTERN ADA RECREATION DISTRICT:



Shaun Wardle, Board President

CITY OF MERIDIAN:

Robert E. Simison, Mayor

Attest:

Chris Johnson, City Clerk