

MEMORANDUM OF AGREEMENT: MERIDIAN DAIRY DAYS

This Memorandum of Agreement (hereinafter “Agreement”) is made this ____ day of June, 2023 (the “Effective Date”), by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho (hereinafter “City”), and Meridian Dairy & Stock Shows, Inc., a non-profit organization organized under the laws of the State of Idaho (hereinafter “Organizer”).

WHEREAS, Meridian Dairy Days has been celebrated in Meridian since 1929, and Organizer continues to uphold this historic legacy of community spirit, agricultural heritage, and building strong leaders for our future by supporting 4-H and Future Farmers of America in the Meridian area;

WHEREAS, Meridian City Code section 3-4-5(F)(3)(b) authorizes the provision of City services necessary to support historic Meridian special events at no or reduced charge to the organizer, as established by written agreement;

WHEREAS, Meridian City Code section 13-2-4(C)(1) states that no park reservation fee shall apply to Historic Meridian Special Events;

WHEREAS, Meridian City Council finds that investing public funds in Organizer’s event will enhance the Meridian community’s quality of life, highlight a vital part of Meridian’s history and future, and stimulate economic development by showcasing downtown Meridian;

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, and in consideration of the recitals above, which are incorporated herein, City and Organizer agree as follows:

I. CITY’S COMMITMENTS.

- A. **Use of Park.** At no charge to Organizer, City shall allow Organizer to host the historic Meridian special event known as Meridian Dairy Days (“Event”) in City’s Storey Park, located at 205 E. Franklin Road (“Park”), from June 22, 2023 to June 24, 2023, at the time, place, and manner set forth in this Agreement and in City of Meridian Temporary Use Permit no. TUP-23-0044.
- B. **Parks & Recreation staffing.** At no charge to Organizer, City shall provide services of Meridian Parks & Recreation Department personnel as needed to support the Event, including trash removal, janitorial services, and ongoing and on-call facility oversight and maintenance.
- C. **Traffic control plan.** City shall directly pay one (1) vendor, selected by Organizer, and approved by the Ada County Highway District, to provide a traffic control plan for the parade, for review and approval by the Ada County Highway District and Meridian Police Department, as well as barricades, cones, candles, and any other equipment necessary for vehicle and pedestrian traffic safety and control. City shall pay the vendor directly within thirty (30) days of receipt of vendor’s invoice.

- D. **Meridian Police staffing.** At no charge to Organizer, City shall provide services of Meridian Police Department personnel as needed to support the Event, primarily traffic and crowd control for the parade.
- E. **Meridian Fire staffing.** At no charge to Organizer, City shall provide services of Meridian Fire Department personnel as needed to support the Event, primarily available to provide emergency medical services for patrons of the parade.
- F. **Application fee waived.** City shall waive the temporary use permit application fee for TUP no. TUP-23-0044.
- G. **Facility operation.** City shall provide general maintenance, mowing, irrigation, and custodial services with regard to Park facilities, infrastructure, and vegetation. City shall provide all necessary utilities and services to Park facilities, including, but not limited to, electricity, potable water, sewage service, and/or typical waste and refuse removal.

II. ORGANIZER'S COMMITMENTS.

- A. **Reasonable use.** Organizer shall employ best efforts to ensure that its use of Park and Park facilities, amenities, infrastructure, and/or vegetation is appropriate and reasonable. Organizer shall exercise best efforts to see that any and all use of Park, to the extent reserved by Organizer, is in compliance with all laws and with City's policies regarding use of City parks and/or facilities, including, but not limited to, policies be adopted or enacted by the Director of the Meridian Parks and Recreation Department.
- B. **Permitting.** In addition to compliance with all terms and provisions of this Agreement, Organizer shall separately obtain and comply with each and all of the following permits, as required by law:
 - 1. City of Meridian Temporary Use Permit for a Historic Meridian Special Event;
 - 2. Any and all applicable licenses, permits, inspections, and/or certifications from the Ada County Highway District;
 - 3. Any and all applicable licenses, permits, inspections, and/or certifications from the Central District Health Department; and
 - 4. Any and all reservations and scheduling arrangements required by the Meridian Parks and Recreation Department, Meridian Police Department, and Meridian Fire Department.
- C. **Manner of Park use.** Organizer's use of Park for Event shall be subject to all terms and conditions as set forth in this Agreement, in City of Meridian Temporary Use Permit no. TUP-23-0044, and any applicable laws and policies, including, without limitation, the Meridian Parks and Recreation Event Planners' Handbook. Such terms and conditions shall include, but shall not be limited to, the following:
 - 1. Park is public property; the public must have general access to all open areas of Park at all times.
 - 2. Organizer shall make every effort to provide and maintain access to Event for persons with disabilities.
 - 3. No smoking shall be allowed in Park.
 - 4. Used water, grease, charcoal, and other materials and supplies must be carried out of Park at the conclusion of Event, and may not be disposed of at Park.

1. **Insurance.** Organizer shall submit to City proof of an insurance policy issued by an insurance company licensed to do business in Idaho protecting Organizer, Organizer's employees, and Organizer's agents from all claims for damages to property and bodily injury, including death, which may arise during or in connection with Event, including Event set-up and tear-down. Such insurance shall name City as additional insured, and shall afford at least one million dollars (\$1,000,000.00) per person bodily injury, one million dollars (\$1,000,000.00) per occurrence bodily injury, and one million dollars (\$1,000,000.00) per occurrence property damage. The limits of insurance shall not be deemed a limitation of the covenants to indemnify and save and hold harmless City as set forth in this Agreement or any permit.

IV. GENERAL PROVISIONS.

- A. **Notice.** Communication between Organizer and the City Contact regarding day-to-day matters shall occur via e-mail or telephone. 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, or via e-mail, addressed as follows:

City:

City of Meridian
Attn: City Clerk
33 E. Broadway Avenue
Meridian, Idaho 83642
cityclerk@meridiancity.org

Organizer:

Hans Bruijn, President
Meridian Dairy & Stock Shows, Inc.
6627 Airport Road
Nampa, Idaho 83687
bruijn@centurylink.net

- B. **No right to exclude conveyed.** Use of Park under this Agreement shall include neither the right to exclude any law-abiding person from Park where such person is not unduly interfering with Organizer's use thereof, nor the right to interfere with any person's concurrent, lawful use of Park where such concurrent use does not conflict or interfere with Organizer's use. At all times Organizer shall be on an equal footing with the general public regarding its use of Park. Organizer shall exercise any exclusive use granted by this Agreement only in accordance with the terms of this Agreement and in accordance with any and all applicable laws and City policies.
- C. **No agency.** Neither Organizer nor Organizer's employees, agents, contractors, officials, officers, servants, guests, and/or invitees shall be considered agents of City in any manner or for any purpose whatsoever in their use and occupancy of Park.
- D. **Indemnification.** Organizer and each and all of Organizer's employees, agents, contractors, officials, officers, servants, guests, and/or invitees, including any and all participants in Event or related activities, shall indemnify and save and hold harmless City from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses caused or incurred by Organizer or any Organizer employee, agent, contractor, official, officer, servant, guest, and/or invitee, or any participant in or observer of Organizer programming, at or in its use of Park or any lack of maintenance or repair thereon and not caused by or arising out of the tortious conduct of City.

- E. No warranty.** City makes no warranty or promise as to the condition, safety, usefulness, or habitability of the premises; Organizer accepts Park for use as is, both at the Effective Date of this Agreement and throughout the course of Event and all related activities.
- F. Compliance with laws.** In performing the scope of services required hereunder, City and Organizer shall comply with all applicable laws, ordinances, and codes of Federal, State, and local governments.
- G. Attorney Fees.** Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorneys' fees as determined by a court of competent jurisdiction. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination or forfeiture of this Agreement.
- H. Time of the essence.** The parties shall fulfill obligations described in this Agreement in a timely manner, as set forth herein. 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 default of this Agreement.
- I. Termination.**
1. **Grounds.** Grounds for termination of this Agreement shall include, but shall not be limited to: an act or omission by either party which 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 twenty-four (24) hours notice of intention to terminate. Such notice shall include a description of the breach or circumstances providing grounds for termination. A twenty-four (24) hour 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 shall be terminated upon mailing or e-mailing of notice of termination.
- J. Nonappropriation.** Organizer acknowledges that City is a governmental entity, and the validity of this Agreement is based upon the availability of public funding under the authority of its statutory mandate. Notwithstanding anything in this Agreement to the contrary, City's obligations under this Agreement shall be subject to and dependent upon appropriations being made by City Council for such purpose.
- K. 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.

L. Entire Agreement. This Agreement and Temporary Use Permit no. TUP-23-0044 contain the entire agreement of the parties and supersede any and all other agreements or understandings, verbal or written, whether previous to the execution hereof or contemporaneous herewith.

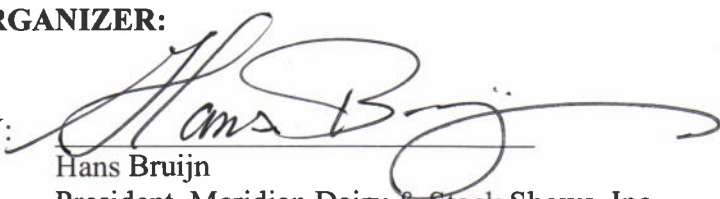
M. Applicable law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Idaho.

N. Approval required. This Agreement shall not become effective or binding until approved by the respective governing boards of both Organizer and City.

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.

ORGANIZER:

BY:


Hans Bruijn
President, Meridian Dairy & Stock Shows, Inc.

CITY OF MERIDIAN:

Attest:

BY:

Robert E. Simison, Mayor

Chris Johnson, City Clerk