

**MEMORANDUM OF AGREEMENT
FOR CONTRIBUTION TO HISTORIC BANNERS**

This MEMORANDUM OF AGREEMENT FOR CONTRIBUTION TO HISTORIC BANNERS (“Agreement”) is made this 1st day 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, MDC previously purchased historic banners for use in downtown Meridian and City and MDC desire that these historic banners which are public art be a component of the Meridian community;

WHEREAS, the Meridian Parks and Recreation Department is requesting MDC share in the cost to replace some of the banners that MDC previously purchased;

WHEREAS, MDC is willing to contribute to City up to one thousand five hundred seventy one dollars (\$1571.00) for 32 historic banners;

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. Banner installation.** Between Oct 1, 2020 and September 30, 2021, City agrees to purchase 32 historic banners to replace existing banners. The parties intend these banners to be used within MDC’s downtown urban renewal district boundaries and replace other banners that have reached their useful life.
- B. Invoice MDC.** City shall remit to MDC an invoice to reimburse the City for the \$1571.00 cost of the 32 banners with receipts for payments rendered to vendor(s).

II. MDC’S RESPONSIBILITIES.

- A. Reimbursement.** Within thirty (30) days of receipt of each of City’s invoice, MDC shall provide payment to City in the amount of one thousand five hundred seventy one dollars (\$1,571.00).
- B. 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 October 1, 2020 and shall remain in effect through September 30, 2021 or until the banners are purchased and the city is reimbursed, whichever occurs first.
- 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
City Attorney's Office
33 E. Broadway Avenue
Meridian ID 83642

MDC: Meridian Development Corporation
Ashley Squyres, Administrator
104 East Fairview Avenue #239
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:

Attest:

Robert E. Simison, Mayor

Chris Johnson, City Clerk