

**MEMORANDUM OF AGREEMENT FOR SPONSORSHIP  
OF 2024–2025 WATER TOWER CHAMPIONSHIP COMPETITION**

This MEMORANDUM OF AGREEMENT FOR SPONSORSHIP OF 2024–2025 WATER TOWER CHAMPIONSHIP COMPETITION (“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 Capital Educators Federal Credit Union, doing business as CapEd Credit Union, a non-profit organization organized under the laws of the State of Idaho (“Sponsor”).

**WHEREAS**, the Water Tower Championship (“Competition”) is an athletic, activity, and academic competition series between 6A High Schools in Meridian, Idaho, including Meridian High School, Rocky Mountain High School, Mountain View High School, and Owyhee High School, in which these four (4) schools will be awarded points for their performance in athletics, activities, and academics;

**WHEREAS**, Sponsor cares about education and our community, and to that end, has agreed to contribute funds toward promotional media, events, and trophies to promote and incentivize participation in the Competition;

**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. Competition management.** Between October 1 and November 30, 2024, City will establish criteria, metrics, and points for the Competition, and communicate same to Sponsor and the participating schools. Throughout the school year, City will track each school’s scores according to such metrics, determine the winner by May 1, 2024, and award a trophy to the winning school.
- B. Publicity.** City shall publicize the Competition, which publicity may include distribution of information via written and broadcast media, social and online media, e-mail, and posters. Decisions regarding the time, place, and manner of such publicity shall be made by City.
- C. Acknowledgment of sponsorship.** Sponsor shall be entitled to recognition as a presenting Sponsor, i.e. “2024-2025 City of Meridian Water Tower Championship, presented by CapEd,” and Sponsor’s logo shall be printed on all event marketing materials.
- D. Invoice Sponsor.** City shall provide one (1) invoice to Sponsor by November 30, 2024, in the amount of five thousand dollars (\$5,000.00), and City shall use such amount for the payment of expenses related to the Competition, including, but not limited to, purchase of the trophy, promotional materials, and publicity.

**E. First refusal offer.** City shall offer to Sponsor the right of first refusal to be a presenting sponsor of the 2025-2026 Competition prior to solicitation of a new and/or additional sponsor, so long as Sponsor fulfills its responsibilities set forth in this Agreement. If Sponsor chooses not to sponsor the 2025-2026 Competition, or fails to accept City's offer by the date provided by City in such offer, such offer shall lapse, and City shall reserve the right to seek alternative sponsors, in City's sole discretion. City shall reserve the right not to hold a 2025-2026 Competition and/or to change the terms or format of same.

## **II. SPONSOR'S RESPONSIBILITIES.**

- A. Reimbursement.** Within thirty (30) days of receipt of City's invoice, Sponsor shall provide payment to City in the amount of five thousand dollars (\$5,000.00).
- B. Logo.** Sponsor shall provide City with a copy of its logo, in digital format, for use on marketing materials as described herein.
- C. Publicity.** Sponsor may produce and distribute promotional materials regarding the Competition, with prior consultation with City Contact.

## **III. GENERAL TERMS.**

- A. Term.** This Agreement shall be effective on the Effective Date and shall remain in effect through September 30, 2025.
- B. Day-to-day communications.** Communication between Sponsor and City regarding day-to-day matters (e.g., issues related to promotional coordination, promotional material approvals, scheduling, etc.) shall occur via e-mail or telephone. City shall provide Sponsor the name, e-mail address, and telephone number of specific City personnel ("City Contact") who shall serve as the liaison between City and Sponsor for day-to-day communications. Sponsor shall provide City the name, e-mail address, and telephone number of specific Sponsor personnel ("Sponsor Contact") who shall serve as the liaison between Sponsor and City for day-to-day communications.
- C. Notice.** Written 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:
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| City: City of Meridian<br>City Clerk<br>33 E. Broadway Avenue<br>Meridian ID 83642 | Sponsor: CapEd Credit Union<br>Todd Christensen, Chief Marketing Officer<br>275 S. Stratford Drive<br>Meridian ID 83642 |
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- 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.
- D. 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.

- E. **Termination.** Either party may terminate this Agreement in whole, or in part, due to default, 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 Sponsor is the terminating party, City shall be entitled to receive reimbursement for payments or commitments made by City for agreed-upon services or purchases prior to the date of termination, if any. If City is the terminating party, Sponsor shall be entitled to reimbursement of that amount of Sponsor's contribution that has not been spent as described herein, if any.
- 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. **State of Idaho requirements.** The following provisions, as applicable, are required by Idaho law. The terms used in this provision shall have the definitions as set forth in the respective Idaho Code provisions.
1. Pursuant to Idaho Code § 67-2346, Sponsor certifies that Sponsor is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of goods or services from Israel or territories under Israel's control.
  2. Pursuant to Idaho Code § 18-8703, as applicable, Sponsor certifies that it is not, and will not for the duration of this Agreement become, an abortion provider or an affiliate of an abortion provider.
  3. Pursuant to Idaho Code § 67-2359, Sponsor certifies that Sponsor is not, and for the duration of this Agreement will not be, a company currently owned or operated by the government of China.
  4. Pursuant to Idaho Code §67-2347A, Sponsor certifies that Sponsor is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of any individual or company because that individual or company engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture.
- H. **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.
- I. **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.

J. **Warranty of authority.** Each person executing and signatory to this Agreement represents and warrants that all corporate action necessary for the authorization, acceptance and delivery of this Agreement by such party and the performance of its obligations hereunder has been taken; that the execution, delivery, and performance of this Agreement has been duly authorized by all necessary action of each respective party; that such person is, at the time of execution, duly authorized by the respective Party's governing body to bind such Party to this Agreement in all respects.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the Effective Date first written above.

**CAPED CREDIT UNION:**



\_\_\_\_\_  
Todd Christensen, Chief Marketing Officer

**CITY OF MERIDIAN:**

Attest:

\_\_\_\_\_  
Robert E. Simison, Mayor

\_\_\_\_\_  
Chris Johnson, City Clerk