

**MEMORANDUM OF AGREEMENT
FOR CONTRIBUTION FOR DOWNTOWN TRASH RECEPTACLES**

This MEMORANDUM OF AGREEMENT FOR CONTRIBUTION FOR DOWNTOWN TRASH RECEPTACLES ("Agreement") is made this ____ day of June, 2025 ("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 contributed toward the purchase trash receptacles for use in the downtown district;

WHEREAS, the Meridian Parks and Recreation Department received a request for an additional receptacle in the downtown district and is requesting MDC participate in the cost to provide the receptacle and purchase two additional receptacles and replacement inventory;

WHEREAS, MDC is willing to contribute to City up to five thousand eight hundred fourteen dollars (\$5814.00) for three (3) new trash receptacles as noted in the attached Exhibit A to be used in the downtown district;

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. Purchase of Trash Receptacles.** Within thirty (30) business days of the execution of this Agreement, City agrees to submit an order and purchase three (3) trash receptacles as noted in the attached Exhibit A. The City agrees that these receptacles will be used in the downtown district and the City will work with MDC to determine their placement and location within the downtown district.
- B. Invoice MDC.** City shall remit to MDC an invoice to reimburse the City for the \$5814.00 cost of the three receptacles upon submitting receipts or other documentation demonstrating the City has paid the vendor in full for said receptacles.

II. MDC'S RESPONSIBILITIES.

- A. Reimbursement.** Within thirty (30) days of receipt of each of City's invoice, MDC shall provide reimbursement to City in the amount of five thousand eight hundred fourteen (\$5,814.00).
- 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 June 11, 2025 and shall remain in effect through September 30, 2025 or until the receptacles are purchased and the city is reimbursed, whichever occurs first. The obligation to use the purchased receptacles in the downtown district shall survive termination or expiration of this Agreement.
- 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 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 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 payments properly made 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 Simison, Mayor

City Clerk

Exhibit A

Estimate

05/22/2025

Recycle Design Inc.

Josh Boutwell 317.690.0327
Recycle Design Inc.
804 Hazlett Street
Anderson, IN 46016
Phone:

S6939



Bill To:

Kyle Yorita
City of Meridian
1700 E Lanark
Meridian, ID 83642

Ship To:

Kyle Yorita
City of Meridian
1700 E Lanark
Meridian, ID 83642

Customer: City of Meridian

Contact: Kyle Yorita

Seller	Payment Terms	FOB Point	Carrier	Ship Service	Requested Ship Date
admin	NET 30*	Origin	Will Call		05/22/2025

Item #	Number / Description	Unit Price	Qty Ordered	Total Price
1	VIC.WR.032.DOM.SM - Victoria Waste Receptacle, Dome Lid (9873) Weathered HDPE, Black PC	\$ 1,656.00	3 ea	\$ 4,968.00
29	Freight Costs - Shipping and delivery to Customer	\$ 846.00	1 ea	\$ 846.00

Subtotal:	\$ 5,814.00
Sales Tax:	\$ 0.00
Total:	\$ 5,814.00

Approval: _____ Date: _____

May 22, 2025 2:01:38 PM MDT

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