

DONATION AGREEMENT
TO SUPPORT A NEW CORNHOLE AMENITY IN MERIDIAN'S
SETTLERS PARKS BY AND BETWEEN THE
CITY OF MERIDIAN AND TOGETHER TREASURE VALLEY

This Agreement for the acceptance of funds for the purchase, installation, and maintenance of five sets of permanent concrete cornhole courts and related signage ("Amenity") in Settlers Park, located at 32425 N. Meridian Road, Meridian, Idaho, ("Agreement"), by the City of Meridian ("City") is made this ___ day of October, 2021, by and between the City and Together Treasure Valley, an Idaho Communities Initiative ("TTV") (collectively "The Parties").

WHEREAS, the City desires to add a new Amenity in Settlers Park to enhance the recreation opportunities available to Treasure Valley families and residents of all ages, on a first-come, first-served basis by the public and/or to be used for occasional league or tournament play.

WHEREAS, TTV supports the creation of the new Amenity in Settlers Park and desires to donate funds toward the Amenity, the development and installation of which shall be the sole and exclusive responsibility of the City;

WHEREAS, the funds donated by TTV shall be paid to the City, to purchase, install and maintain the Amenity.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the City and TTV agree as follows:

1. DONATION OF FUNDS BY TTV. TTV will donate nine thousand, five hundred dollars (\$9,500.00) (hereinafter "Donation") in order to support the addition of the new Amenity in Settlers Park per the terms set forth in this Agreement. These funds will be paid to City for the new Amenity, and are the full and only amount of the funds to be provided by TTV. Any costs greater than the amount TTV is providing, are not the responsibility of TTV, regardless of the nature of the costs, which are the sole responsibility of the City. TTV is not liable for and has no responsibility for the Amenity or any related costs, damages, claims, fines, losses or other liabilities.

2. FACILITIES. The parties agree that Settlers Park is an appropriate location for the Amenity. City shall provide TTV with regular updates on the development of Amenity. TTV agrees and understands that the City retains sole discretion in the design, development, construction, maintenance, and operation of the facilities.

3. **TERM.** This Agreement shall commence upon execution of this Agreement **and does not expire, unless agreed to in writing by both parties.**

4. **PROPERTY INTEREST NOT CREATED.** Parties agree that this Agreement shall in no manner create any property interest in the facilities or associated properties by TTV. City retains all rights with respect to the facilities and operation thereof except as expressly provided herein.

5. **TTV RECOGNITION.** In consideration for the Donation toward the new Amenity, the Parties agree that TTV will be included in a City press release and kick-off announcement of the Amenity. TTV logo and City logo will be added to each concrete board to personalize them. City will also install a sign, recognizing TTV's donation and introducing the Amenity and the rules for its use. Use of the TTV logo is pursuant to TTV's logo guidelines.

In addition, this Agreement and funding is contingent on the following:

-Completion of the new Amenity no later than June 2022.

-The new Amenity, including signage and TTV recognition, will be maintained for a minimum of ten years.

-TTV logos may only be used by the City in accordance with the terms set forth above and TTV's guidelines.

6. **INDEMNIFICATION.** City agrees, to the fullest extent permitted by law, to indemnify, defend and hold harmless TTV, Idaho Statesman, TTV sponsors, McClatchy Shared Services, LLC, and The McClatchy Company, LLC, and their affiliates, officers, directors, agents, employees, donors and/or representatives ("TTV Indemnities") from any and all liability, damages and/or claims which may be brought against TTV Indemnites for any claim, damages, losses, fines, settlements, judgments, rulings, costs (including attorneys' and other legal expenses) intentional acts, negligence, and/or omission in connection with this Agreement, including but not limited to any construction delays, injuries or property damage, violations of law, or breach of this Agreement.

7. **TERMINATION AND REFUND.** TTV may terminate this Agreement and obtain a refund of the Donation or any amounts donated by TTV within thirty (30) days upon written notice to the City in the event that the City does not meet the terms or timelines as outlined in this Agreement. City may terminate this Agreement if unable to meet the terms of the Agreement and written notice is given to TTV by **December 1, 2021**. Should either party terminate this Agreement as provided herein, City shall refund to TTV the entire Donation or any amount collected from TTV under this Agreement within thirty (30) days after such termination or expiration of the Agreement.

8. **ENTIRE AGREEMENT and AMENDMENT.** This Agreement constitutes the entire agreement of the parties and is the complete and exclusive agreement between the Parties. This

Agreement shall not be amended and/or altered except by mutual written consent, executed by City and TTV.

10. NOTICE. All notices under this Agreement shall be in writing via certified or overnight mail to the Party's last known address.

11. SEVERABILITY, WAIVER AND ATTORNEY'S FEES. This Agreement and any Addenda make up the entire agreement between the Parties. In the event any part of this Agreement is invalidated by reason of law or government regulation, the remaining provisions of this Agreement shall remain in full force and effect. No obligation or rights under this Agreement shall be waived except with the written consent of the Party waiving such right. In the event of any dispute arising under this Agreement, the prevailing Party shall be entitled to its attorneys' fees. The proper venue for any dispute shall be state or federal courts located in Boise, Idaho, and this Agreement shall be governed by the laws of the State of Idaho.

CITY OF MERIDIAN
APPROVED BY:

Date

ATTEST:

Date

TOGETHER TREASURE VALLEY
APPROVED BY:

Date

ATTEST:

Date