

**AGREEMENT BETWEEN CITY OF MERIDIAN AND
BLACK MOR LLC DBA WAHOZ FAMILY FUN ZONE FOR IDAHO REBOUNDS –
MUNICIPAL SMALL BUSINESS GRANT FUNDS**

This Agreement is entered into this 19th day of November, 2020 by and between the City of Meridian, a municipal corporation organized under the laws of the state of Idaho (“City”) and Black Mor LLC DBA Wahooz Family Fun Zone, a Limited Liability Corporation organized under the laws of the state of Idaho (“Grantee”).

WHEREAS, having received federal financial assistance, as such term is defined in 2 CFR § 200.40, from the Coronavirus Relief Fund, designated within Title V, section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, P.L. 116-136, 42 U.S.C. § 601 *et seq.* (the “CARES Act”), the State of Idaho (“State”) created the Idaho Rebounds – Municipal Small Business Grant (“MSBG”) program to help local businesses and organizations affected by COVID-19 pandemic, enabling cities and counties to provide aid within their community, including by the provision of economic support to those suffering from employment or business interruptions due to COVID-19-related business closures or limitations; and

WHEREAS, pursuant to the State’s approval of Meridian’s MSBG program on September 11, 2020, City seeks to disburse MSBG funds to Meridian small businesses for the reimbursement of expenses incurred due to the COVID-19 pandemic, as set forth in Title V, section 5001 of the CARES Act; Idaho Governor’s Executive Order Nos. 2020-07, 2020-08, and 2020-08A; U.S. Treasury’s Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments (Dated June 30, 2020); Idaho Rebounds – Municipal Small Business Grant Program Description and Guidance; and the City’s MSBG program guidelines (collectively, “MSBG Rules”); and

WHEREAS, Grantee submitted to City a complete application for MSBG funds, including all related materials; and City and Grantee wish to enter into a cooperative agreement for the investment of MSBG funds for the purposes described therein; and

WHEREAS, it is acknowledged by the Parties that although the State has approved the Meridian MSBG program and has generally committed the funds as set forth in this Agreement for such purpose, availability of these funds to City, and thus to Grantee, is subject to the State’s approval of Grantee’s application and release of such funds to City, and that City’s obligation to provide funding to Grantee under this Agreement is provisional, pending the approval and release of such funds to City;

NOW, THEREFORE, in consideration of the mutual covenants of the parties, the Parties agree as follows:

I. STATEMENT OF WORK

A. Activities. Grantee shall use City’s MSBG funds in an amount not to exceed ten thousand dollars (\$10,000), for the approved expenses, as set forth in *Exhibit A*. Grantee shall utilize MSBG funds granted hereunder in a manner consistent with this Agreement, the MSBG Rules.

B. Current eligibility. Grantee certifies that Grantee is eligible to receive MSBG funds, and that Grantee meets each of the following criteria:

1. Grantee has 500 or fewer employees.
2. Grantee is a business operating in the City of Meridian, Idaho city limits.
3. Grantee has an official EIN.
4. Grantee is an Idaho-domiciled business.
5. Grantee incurred and paid the expenses for which the MSBG funds are awarded.
6. Grantee has incurred expense caused by COVID-19 related incidents, decisions, or qualified business interruption (e.g., local closure orders, need for personal protective equipment, social distancing requirements, increased costs, disrupted supply network, etc.).
7. The expenses for which the MSBG funds are awarded were incurred between June 20, 2020 and December 30, 2020.
8. Grantee has not received funds for the expenses for which the MSBG funds are awarded from other COVID-19 grant programs.
9. Grantee does not exist for the purpose of advancing partisan political activities or the business does not directly lobby federal or state officials, defined as having had a registered lobbyist at any point during 2020.
10. Grantee is compliant in all respects with all COVID-19 related orders, laws, ordinances, and regulations.

C. Ongoing eligibility; duplication of benefits. Grantee shall notify City immediately if, for any reason, Grantee no longer qualifies for MSBG funds due to a change in compliance with one or more of the enumerated eligibility criteria. If Grantee receives or applies for other funding sources for the expenses described in this Agreement, Grantee shall immediately notify the City's Economic Development Administrator.

D. Reimbursement Procedures. City shall provide to Grantee the MSBG funds awarded for the approved expenses, as set forth in *Exhibit A*, up to ten thousand dollars (\$10,000.00), within thirty (30) days of receipt of the specified funds by City.

E. Disclosure and retention of records. Grantee acknowledges and understands that records submitted for the purposes of applying for MSBG funds; compliance with the terms of this Agreement or law; and/or audit by City, State, or federal agency shall be public records subject to disclosure by City and/or State pursuant to such agencies' respective obligations to comply with the Idaho Public Records Act ("IPRA"), and may be posted online by the State of Idaho. Insofar as such records are exempt from disclosure under IPRA or other provision of law, City shall make reasonable efforts to avoid and/or prevent their disclosure. Grantee shall retain all records pertinent to the expenditures incurred under this Agreement for a period of five (5) years after completion of all activities funded under this Agreement. The name of the business and the amount of grant funds received will be identified on the transparent.idaho.gov website and on the City of Meridian's Economic Development webpage, and may be disclosed upon request in accordance with the Idaho Public Records Act.

II. GENERAL CONDITIONS

A. Contingent on funding. It is acknowledged by the Parties that although the State has approved the Meridian MSBG program and the State has generally committed the funds as set forth in this Agreement for such purpose, availability of MSBG funds to City, and thus to Grantee, is subject to the State's approval of Grantee's application and release of such funds to City. Unless and until the State approves Grantee's application and releases the funds to City, City shall have no

contractual, legal, or equitable obligation to Grantee, whether under this Agreement or by any other legal or equitable claim. In the event that MSBG funds for the purposes set forth in this Agreement are not made available to City, this Agreement shall be void, and City shall have no obligation to Grantee, whether under this Agreement or under any legal or equitable claim.

B. Notices. All 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, addressed as follows:

If to City:

City of Meridian
Attn: Economic Development Administrator
33 E. Broadway Avenue
Meridian, Idaho 83642

If to Grantee:

Black Mor LLC DBA Wahooz Family Fun Zone
ATTN: Patrick Morandi, CEO
400 W Overland Rd
Meridian, ID 83642

Either party may change its authorized representative and/or address for the purpose of this paragraph by giving written notice of such change to the other party in the manner herein provided.

C. Indemnity. Grantee, and each and all of its employees, agents, contractors, officials, officers, servants, guests, and/or invitees shall hold harmless, defend and indemnify City from and for all losses, claims, actions, liabilities, and/or judgments for: damages or injury to persons or property and/or losses and expenses caused or incurred by Grantee and/or its employees, agents, contractors, officials, officers, servants, guests, and/or invitees; and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement and not caused by or arising out of the tortious conduct of City or any employee, contractor, or agent thereof. Grantee acknowledges that participation in this program carries risks, some of which may be unknown, and does agree to assume all such known or unknown risks.

D. Uniform compliance requirements. Grantee shall comply with applicable uniform administrative requirements, cost principles, and audit requirements for federal awards, as described in 2 CFR §§ 200 *et. seq.*

E. Nondiscrimination. Grantee will not discriminate against any employee or applicant for employment or services because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status or status with regard to public assistance.

F. Termination. Either Party may terminate this Agreement for cause by providing written notice to the other of the basis of termination. The defaulting Party shall have five (5) days to cure the deficiency or non-compliance. If the deficiency or non-compliance is not cured within this time period, the other Party shall terminate this Agreement for cause. In addition to termination of this Agreement and/or any other remedies as provided by law, City may declare Grantee ineligible for any further participation in City grant programming.

1. **Termination for convenience.** City may terminate this Agreement by, at least thirty (30) days before the effective date of such termination, giving written notice to Grantee of such termination and specifying the effective date thereof.
2. **Termination for cause.** Termination of this Agreement, in whole or in part, may occur for cause, which shall include, but shall not be limited to, the following:
 - a. Failure to comply with any provision of this Agreement, the MSBG Rules, or any rule, regulation, statute, executive order, or U.S. Treasury, State, or City guideline, policy or

- directive as may become applicable at any time;
- b. Failure to fulfill in a timely and proper manner its obligations under this Agreement;
- c. Improper use of funds provided under this Agreement; or
- d. Submission of receipts, reports, or documents that are incorrect or incomplete in any material respect.

3. **Void if funds not available.** In the event that MSBG funds for the purposes set forth in this Agreement are not made available to City, this Agreement shall be void, and City shall have no obligation to Grantee, whether under this Agreement or under any legal or equitable claim.

G. Repayment. In the event of termination for cause attributable to Grantee's acts or omissions, Grantee shall, within fourteen (14) days of City's demand, reimburse City for all MSBG funds disbursed.

H. Assignment. Grantee shall not assign or transfer any interest in this agreement without prior written consent of City.

I. Non-waiver. Failure of either party to promptly enforce the strict performance of any term of this Agreement shall not constitute a waiver or relinquishment of any party's right to thereafter enforce such term, and any right or remedy hereunder may be asserted at any time, notwithstanding delay in enforcement.

J. Compliance with law. Throughout the course of this Agreement, Grantee shall comply with any and all applicable federal, state, and local laws.

K. Exhibits. All exhibits to this Agreement are incorporated by reference and made a part of hereof as if the exhibits were set forth in their entirety herein.

L. Entire Agreement. This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith. The parties hereto may amend this Agreement at any time provided that such amendments are executed in writing, approved by City's governing body, and signed by a duly authorized representative of each party.

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.

GRANTEE:

Black Mor LLC DBA Wahooz Family Fun Zone



Patrick Morandi, CEO

CITY:

City of Meridian

Attest:

By: Robert E. Simison, Mayor

Chris Johnson, City Clerk

EXHIBIT A: APPROVED EXPENSES

Eligible Expense	Amount
Cintas	\$314.82
CMYK	\$7.00
Gem State	\$330.44
Gem State	\$426.23
Gem State	\$182.03
Gem State	\$1,070.57
Gem State	\$955.47
Gem State	\$24.53
Gem State	\$59.15
Gem State	\$394.07
Gem State	\$98.52
Gem State	\$75.26
Gem State	\$985.16
Gem State	\$66.91
Gem State	\$106.75
Gem State	\$106.75
Gem State	\$106.75
Gem State	\$65.36
Gem State	\$65.36
Gem State	\$173.85
Gem State	\$230.88
Gem State	\$357.79
Gem State	\$130.72
Gem State	\$106.75
Gem State	\$65.36
Gem State	\$65.36
Gem State	\$106.75
Gem State	\$65.36
Gem State	\$153.67
Gem State	\$76.83
Gem State	\$130.72
Gem State	\$166.07
Gem State	\$100.71
Shamrock	\$31.79
Shamrock	\$273.95
Shamrock	\$31.79
Shamrock	\$31.79
Shamrock	\$31.79
Shamrock	\$31.79
Shamrock	\$31.79
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Shamrock	\$36.79
Shamrock	\$36.79
Shamrock	\$36.79
Shamrock	\$36.79
Shamrock	\$92.19
Shamrock	\$87.73
Shamrock	\$97.04
Shamrock	\$87.73
Shamrock	\$92.19
Shamrock	\$87.73
Shamrock	\$87.73
Shamrock	\$87.73
Shamrock	\$88.37
Shamrock	\$88.37
Shamrock	\$88.37
Shamrock	\$92.74
Shamrock	\$88.29
Shamrock	\$88.29
Shamrock	\$84.01
Shamrock	\$84.01
Wrist-band.com	\$512.97
Eligible Expenses	\$10,141.82
Approved Amount	\$10,000.00

**AGREEMENT BETWEEN CITY OF MERIDIAN AND
BOWDEN PROPERTIES LLC DBA ROARING SPRINGS WATER PARK FOR IDAHO
REBOUNDS – MUNICIPAL SMALL BUSINESS GRANT FUNDS**

This Agreement is entered into this 19th day of November, 2020 by and between the City of Meridian, a municipal corporation organized under the laws of the state of Idaho (“City”) and Bowden Properties LLC DBA Roaring Springs Water Park, a Limited Liability Corporation organized under the laws of the state of Idaho (“Grantee”).

WHEREAS, having received federal financial assistance, as such term is defined in 2 CFR § 200.40, from the Coronavirus Relief Fund, designated within Title V, section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, P.L. 116-136, 42 U.S.C. § 601 *et seq.* (the “CARES Act”), the State of Idaho (“State”) created the Idaho Rebounds – Municipal Small Business Grant (“MSBG”) program to help local businesses and organizations affected by COVID-19 pandemic, enabling cities and counties to provide aid within their community, including by the provision of economic support to those suffering from employment or business interruptions due to COVID-19-related business closures or limitations; and

WHEREAS, pursuant to the State’s approval of Meridian’s MSBG program on September 11, 2020, City seeks to disburse MSBG funds to Meridian small businesses for the reimbursement of expenses incurred due to the COVID-19 pandemic, as set forth in Title V, section 5001 of the CARES Act; Idaho Governor’s Executive Order Nos. 2020-07, 2020-08, and 2020-08A; U.S. Treasury’s Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments (Dated June 30, 2020); Idaho Rebounds – Municipal Small Business Grant Program Description and Guidance; and the City’s MSBG program guidelines (collectively, “MSBG Rules”); and

WHEREAS, Grantee submitted to City a complete application for MSBG funds, including all related materials; and City and Grantee wish to enter into a cooperative agreement for the investment of MSBG funds for the purposes described therein; and

WHEREAS, it is acknowledged by the Parties that although the State has approved the Meridian MSBG program and has generally committed the funds as set forth in this Agreement for such purpose, availability of these funds to City, and thus to Grantee, is subject to the State’s approval of Grantee’s application and release of such funds to City, and that City’s obligation to provide funding to Grantee under this Agreement is provisional, pending the approval and release of such funds to City;

NOW, THEREFORE, in consideration of the mutual covenants of the parties, the Parties agree as follows:

I. STATEMENT OF WORK

- A. Activities.** Grantee shall use City’s MSBG funds in an amount not to exceed ten thousand dollars (\$10,000), for the approved expenses, as set forth in *Exhibit A*. Grantee shall utilize MSBG funds granted hereunder in a manner consistent with this Agreement, the MSBG Rules.
- B. Current eligibility.** Grantee certifies that Grantee is eligible to receive MSBG funds, and that Grantee meets each of the following criteria:

1. Grantee has 500 or fewer employees.
2. Grantee is a business operating in the City of Meridian, Idaho city limits.
3. Grantee has an official EIN.
4. Grantee is an Idaho-domiciled business.
5. Grantee incurred and paid the expenses for which the MSBG funds are awarded.
6. Grantee has incurred expense caused by COVID-19 related incidents, decisions, or qualified business interruption (e.g., local closure orders, need for personal protective equipment, social distancing requirements, increased costs, disrupted supply network, etc.).
7. The expenses for which the MSBG funds are awarded were incurred between June 20, 2020 and December 30, 2020.
8. Grantee has not received funds for the expenses for which the MSBG funds are awarded from other COVID-19 grant programs.
9. Grantee does not exist for the purpose of advancing partisan political activities or the business does not directly lobby federal or state officials, defined as having had a registered lobbyist at any point during 2020.
10. Grantee is compliant in all respects with all COVID-19 related orders, laws, ordinances, and regulations.

C. Ongoing eligibility; duplication of benefits. Grantee shall notify City immediately if, for any reason, Grantee no longer qualifies for MSBG funds due to a change in compliance with one or more of the enumerated eligibility criteria. If Grantee receives or applies for other funding sources for the expenses described in this Agreement, Grantee shall immediately notify the City's Economic Development Administrator.

D. Reimbursement Procedures. City shall provide to Grantee the MSBG funds awarded for the approved expenses, as set forth in *Exhibit A*, up to ten thousand dollars (\$10,000.00), within thirty (30) days of receipt of the specified funds by City.

E. Disclosure and retention of records. Grantee acknowledges and understands that records submitted for the purposes of applying for MSBG funds; compliance with the terms of this Agreement or law; and/or audit by City, State, or federal agency shall be public records subject to disclosure by City and/or State pursuant to such agencies' respective obligations to comply with the Idaho Public Records Act ("IPRA"), and may be posted online by the State of Idaho. Insofar as such records are exempt from disclosure under IPRA or other provision of law, City shall make reasonable efforts to avoid and/or prevent their disclosure. Grantee shall retain all records pertinent to the expenditures incurred under this Agreement for a period of five (5) years after completion of all activities funded under this Agreement. The name of the business and the amount of grant funds received will be identified on the transparent.idaho.gov website and on the City of Meridian's Economic Development webpage, and may be disclosed upon request in accordance with the Idaho Public Records Act.

II. GENERAL CONDITIONS

A. Contingent on funding. It is acknowledged by the Parties that although the State has approved the Meridian MSBG program and the State has generally committed the funds as set forth in this Agreement for such purpose, availability of MSBG funds to City, and thus to Grantee, is subject to the State's approval of Grantee's application and release of such funds to City. Unless and until the State approves Grantee's application and releases the funds to City, City shall have no

contractual, legal, or equitable obligation to Grantee, whether under this Agreement or by any other legal or equitable claim. In the event that MSBG funds for the purposes set forth in this Agreement are not made available to City, this Agreement shall be void, and City shall have no obligation to Grantee, whether under this Agreement or under any legal or equitable claim.

B. Notices. All 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, addressed as follows:

If to City:

City of Meridian
Attn: Economic Development Administrator
33 E. Broadway Avenue
Meridian, Idaho 83642

If to Grantee:

Bowden Properties LLC DBA Roaring Springs
Water Park
ATTN: Patrick Morandi, CEO
400 W Overland Rd
Meridian, ID 83642

Either party may change its authorized representative and/or address for the purpose of this paragraph by giving written notice of such change to the other party in the manner herein provided.

C. Indemnity. Grantee, and each and all of its employees, agents, contractors, officials, officers, servants, guests, and/or invitees shall hold harmless, defend and indemnify City from and for all losses, claims, actions, liabilities, and/or judgments for: damages or injury to persons or property and/or losses and expenses caused or incurred by Grantee and/or its employees, agents, contractors, officials, officers, servants, guests, and/or invitees; and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement and not caused by or arising out of the tortious conduct of City or any employee, contractor, or agent thereof. Grantee acknowledges that participation in this program carries risks, some of which may be unknown, and does agree to assume all such known or unknown risks.

D. Uniform compliance requirements. Grantee shall comply with applicable uniform administrative requirements, cost principles, and audit requirements for federal awards, as described in 2 CFR §§ 200 *et. seq.*

E. Nondiscrimination. Grantee will not discriminate against any employee or applicant for employment or services because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status or status with regard to public assistance.

F. Termination. Either Party may terminate this Agreement for cause by providing written notice to the other of the basis of termination. The defaulting Party shall have five (5) days to cure the deficiency or non-compliance. If the deficiency or non-compliance is not cured within this time period, the other Party shall terminate this Agreement for cause. In addition to termination of this Agreement and/or any other remedies as provided by law, City may declare Grantee ineligible for any further participation in City grant programming.

1. **Termination for convenience.** City may terminate this Agreement by, at least thirty (30) days before the effective date of such termination, giving written notice to Grantee of such termination and specifying the effective date thereof.
2. **Termination for cause.** Termination of this Agreement, in whole or in part, may occur for cause, which shall include, but shall not be limited to, the following:
 - a. Failure to comply with any provision of this Agreement, the MSBG Rules, or any rule,

regulation, statute, executive order, or U.S. Treasury, State, or City guideline, policy or directive as may become applicable at any time;

- b. Failure to fulfill in a timely and proper manner its obligations under this Agreement;
- c. Improper use of funds provided under this Agreement; or
- d. Submission of receipts, reports, or documents that are incorrect or incomplete in any material respect.

3. **Void if funds not available.** In the event that MSBG funds for the purposes set forth in this Agreement are not made available to City, this Agreement shall be void, and City shall have no obligation to Grantee, whether under this Agreement or under any legal or equitable claim.

G. Repayment. In the event of termination for cause attributable to Grantee's acts or omissions, Grantee shall, within fourteen (14) days of City's demand, reimburse City for all MSBG funds disbursed.

H. Assignment. Grantee shall not assign or transfer any interest in this agreement without prior written consent of City.

I. Non-waiver. Failure of either party to promptly enforce the strict performance of any term of this Agreement shall not constitute a waiver or relinquishment of any party's right to thereafter enforce such term, and any right or remedy hereunder may be asserted at any time, notwithstanding delay in enforcement.

J. Compliance with law. Throughout the course of this Agreement, Grantee shall comply with any and all applicable federal, state, and local laws.

K. Exhibits. All exhibits to this Agreement are incorporated by reference and made a part of hereof as if the exhibits were set forth in their entirety herein.

L. Entire Agreement. This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith. The parties hereto may amend this Agreement at any time provided that such amendments are executed in writing, approved by City's governing body, and signed by a duly authorized representative of each party.

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.

GRANTEE:

Bowden Properties LLC DBA Roaring Springs Water Park



Patrick Morandi, CEO

CITY:

City of Meridian

Attest:

By: Robert E. Simison, Mayor

Chris Johnson, City Clerk

EXHIBIT A: APPROVED EXPENSES

Eligible Expense	Amount
CMYK	\$28.00
CMYK	\$38.16
Gem State	\$364.75
Gem State	\$160.10
Gem State	\$169.71
Gem State	\$87.34
Gem State	\$24.53
Gem State	\$444.61
Gem State	\$106.75
Gem State	\$3,977.54
Gem State	\$67.10
Gem State	\$174.68
Gem State	\$741.01
Gem State	\$147.72
Gem State	\$106.75
Gem State	\$106.75
Gem State	\$212.14
Gem State	\$213.51
Gem State	\$278.58
Gem State	\$40.03
Gem State	\$40.03
Gem State	\$200.13
Gem State	\$71.53
Gem State	\$120.08
Gem State	\$160.10
Gem State	\$80.05
Gem State	\$40.03
Gem State	\$286.14
Gem State	\$160.10
Gem State	\$71.53
Gem State	\$120.08
Gem State	\$120.08
Premier Pharmaceuticals	\$2,898.00
	\$11,857.64
	\$10,000.00

**AGREEMENT BETWEEN CITY OF MERIDIAN AND
FINA BEAUTY NAILS & CO LLC FOR IDAHO REBOUNDS – MUNICIPAL SMALL
BUSINESS GRANT FUNDS**

This Agreement is entered into this 23rd day of November, 2020 by and between the City of Meridian, a municipal corporation organized under the laws of the state of Idaho ("City") and Fina Beauty Nails & Co, a Limited Liability Company organized under the laws of the state of Idaho ("Grantee").

WHEREAS, having received federal financial assistance, as such term is defined in 2 CFR § 200.40, from the Coronavirus Relief Fund, designated within Title V, section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, P.L. 116-136, 42 U.S.C. § 601 *et seq.* (the "CARES Act"), the State of Idaho ("State") created the Idaho Rebounds – Municipal Small Business Grant ("MSBG") program to help local businesses and organizations affected by COVID-19 pandemic, enabling cities and counties to provide aid within their community, including by the provision of economic support to those suffering from employment or business interruptions due to COVID-19-related business closures or limitations; and

WHEREAS, pursuant to the State's approval of Meridian's MSBG program on September 11, 2020, City seeks to disburse MSBG funds to Meridian small businesses for the reimbursement of expenses incurred due to the COVID-19 pandemic, as set forth in Title V, section 5001 of the CARES Act; Idaho Governor's Executive Order Nos. 2020-07, 2020-08, and 2020-08A; U.S. Treasury's Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments (Dated June 30, 2020); Idaho Rebounds – Municipal Small Business Grant Program Description and Guidance; and the City's MSBG program guidelines (collectively, "MSBG Rules"); and

WHEREAS, Grantee submitted to City a complete application for MSBG funds, including all related materials; and City and Grantee wish to enter into a cooperative agreement for the investment of MSBG funds for the purposes described therein; and

WHEREAS, it is acknowledged by the Parties that although the State has approved the Meridian MSBG program and has generally committed the funds as set forth in this Agreement for such purpose, availability of these funds to City, and thus to Grantee, is subject to the State's approval of Grantee's application and release of such funds to City, and that City's obligation to provide funding to Grantee under this Agreement is provisional, pending the approval and release of such funds to City;

NOW, THEREFORE, in consideration of the mutual covenants of the parties, the Parties agree as follows:

I. STATEMENT OF WORK

- A. Activities.** Grantee shall use City's MSBG funds in an amount not to exceed ten thousand dollars (\$10,000) for the approved expense,s, as set forth in *Exhibit A*. Grantee shall utilize MSBG funds granted hereunder in a manner consistent with this Agreement, the MSBG Rules.
- B. Current eligibility.** Grantee certifies that Grantee is eligible to receive MSBG funds, and that Grantee meets each of the following criteria:

1. Grantee has 500 or fewer employees.
2. Grantee is a business operating in the City of Meridian, Idaho city limits.
3. Grantee has an official EIN.
4. Grantee is an Idaho-domiciled business.
5. Grantee incurred and paid the expenses for which the MSBG funds are awarded.
6. Grantee has incurred expense caused by COVID-19 related incidents, decisions, or qualified business interruption (e.g., local closure orders, need for personal protective equipment, social distancing requirements, increased costs, disrupted supply network, etc.).
7. The expenses for which the MSBG funds are awarded were incurred between June 20, 2020 and December 30, 2020.
8. Grantee has not received funds for the expenses for which the MSBG funds are awarded from other COVID-19 grant programs.
9. Grantee does not exist for the purpose of advancing partisan political activities or the business does not directly lobby federal or state officials, defined as having had a registered lobbyist at any point during 2020.
10. Grantee is compliant in all respects with all COVID-19 related orders, laws, ordinances, and regulations.

- C. Ongoing eligibility; duplication of benefits.** Grantee shall notify City immediately if, for any reason, Grantee no longer qualifies for MSBG funds due to a change in compliance with one or more of the enumerated eligibility criteria. If Grantee receives or applies for other funding sources for the expenses described in this Agreement, Grantee shall immediately notify the City's Economic Development Administrator.
- D. Reimbursement Procedures.** City shall provide to Grantee the MSBG funds awarded for the approved expenses, as set forth in *Exhibit A*, up to ten thousand dollars (\$10,000.00), within thirty (30) days of receipt of the specified funds by City.
- E. Disclosure and retention of records.** Grantee acknowledges and understands that records submitted for the purposes of applying for MSBG funds; compliance with the terms of this Agreement or law; and/or audit by City, State, or federal agency shall be public records subject to disclosure by City and/or State pursuant to such agencies' respective obligations to comply with the Idaho Public Records Act ("IPRA"), and may be posted online by the State of Idaho. Insofar as such records are exempt from disclosure under IPRA or other provision of law, City shall make reasonable efforts to avoid and/or prevent their disclosure. Grantee shall retain all records pertinent to the expenditures incurred under this Agreement for a period of five (5) years after completion of all activities funded under this Agreement. The name of the business and the amount of grant funds received will be identified on the transparent.idaho.gov website and on the City of Meridian's Economic Development webpage, and may be disclosed upon request in accordance with the Idaho Public Records Act.

II. GENERAL CONDITIONS

- A. Contingent on funding.** It is acknowledged by the Parties that although the State has approved the Meridian MSBG program and the State has generally committed the funds as set forth in this Agreement for such purpose, availability of MSBG funds to City, and thus to Grantee, is subject to the State's approval of Grantee's application and release of such funds to City. Unless and until the State approves Grantee's application and releases the funds to City, City shall have no

contractual, legal, or equitable obligation to Grantee, whether under this Agreement or by any other legal or equitable claim. In the event that MSBG funds for the purposes set forth in this Agreement are not made available to City, this Agreement shall be void, and City shall have no obligation to Grantee, whether under this Agreement or under any legal or equitable claim.

B. Notices. All 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, addressed as follows:

If to City:

City of Meridian
Attn: Economic Development Administrator
33 E. Broadway Avenue
Meridian, Idaho 83642

If to Grantee:

Fina Beauty Nails & Co LLC
ATTN: Elma Dzanic, Owner
2020 E Overland Rd #115
Meridian, ID 83642

Either party may change its authorized representative and/or address for the purpose of this paragraph by giving written notice of such change to the other party in the manner herein provided.

C. Indemnity. Grantee, and each and all of its employees, agents, contractors, officials, officers, servants, guests, and/or invitees shall hold harmless, defend and indemnify City from and for all losses, claims, actions, liabilities, and/or judgments for: damages or injury to persons or property and/or losses and expenses caused or incurred by Grantee and/or its employees, agents, contractors, officials, officers, servants, guests, and/or invitees; and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement and not caused by or arising out of the tortious conduct of City or any employee, contractor, or agent thereof. Grantee acknowledges that participation in this program carries risks, some of which may be unknown, and does agree to assume all such known or unknown risks.

D. Uniform compliance requirements. Grantee shall comply with applicable uniform administrative requirements, cost principles, and audit requirements for federal awards, as described in 2 CFR §§ 200 *et. seq.*

E. Nondiscrimination. Grantee will not discriminate against any employee or applicant for employment or services because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status or status with regard to public assistance.

F. Termination. Either Party may terminate this Agreement for cause by providing written notice to the other of the basis of termination. The defaulting Party shall have five (5) days to cure the deficiency or non-compliance. If the deficiency or non-compliance is not cured within this time period, the other Party shall terminate this Agreement for cause. In addition to termination of this Agreement and/or any other remedies as provided by law, City may declare Grantee ineligible for any further participation in City grant programming.

1. **Termination for convenience.** City may terminate this Agreement by, at least thirty (30) days before the effective date of such termination, giving written notice to Grantee of such termination and specifying the effective date thereof.

2. **Termination for cause.** Termination of this Agreement, in whole or in part, may occur for cause, which shall include, but shall not be limited to, the following:

a. Failure to comply with any provision of this Agreement, the MSBG Rules, or any rule, regulation, statute, executive order, or U.S. Treasury, State, or City guideline, policy or

directive as may become applicable at any time;

- b. Failure to fulfill in a timely and proper manner its obligations under this Agreement;
- c. Improper use of funds provided under this Agreement; or
- d. Submission of receipts, reports, or documents that are incorrect or incomplete in any material respect.

3. **Void if funds not available.** In the event that MSBG funds for the purposes set forth in this Agreement are not made available to City, this Agreement shall be void, and City shall have no obligation to Grantee, whether under this Agreement or under any legal or equitable claim.

G. Repayment. In the event of termination for cause attributable to Grantee's acts or omissions, Grantee shall, within fourteen (14) days of City's demand, reimburse City for all MSBG funds disbursed.

H. Assignment. Grantee shall not assign or transfer any interest in this agreement without prior written consent of City.

I. Non-waiver. Failure of either party to promptly enforce the strict performance of any term of this Agreement shall not constitute a waiver or relinquishment of any party's right to thereafter enforce such term, and any right or remedy hereunder may be asserted at any time, notwithstanding delay in enforcement.

J. Compliance with law. Throughout the course of this Agreement, Grantee shall comply with any and all applicable federal, state, and local laws.

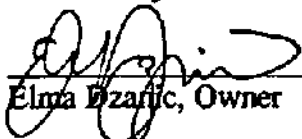
K. Exhibits. All exhibits to this Agreement are incorporated by reference and made a part of hereof as if the exhibits were set forth in their entirety herein.

L. Entire Agreement. This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith. The parties hereto may amend this Agreement at any time provided that such amendments are executed in writing, approved by City's governing body, and signed by a duly authorized representative of each party.

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.

GRANTEE:

Fina Beauty Nails & Co LLC


Elma Dzafic, Owner

CITY:

City of Meridian

Attest:

By: Robert E. Simison, Mayor

Chris Johnson, City Clerk

EXHIBIT A: APPROVED EXPENSES

Eligible Expense	Amount
Rent - June	911.28
Rent - July	2462.91
Rent - August	2462.91
Rent - September	2462.91
Rent - October	2462.91
Total Eligible Expenses	10,762.92
Approved Amount	10,000.00

**AGREEMENT BETWEEN CITY OF MERIDIAN AND
HOMESTEAD BAR AND GRILL LLC FOR IDAHO REBOUNDS – MUNICIPAL SMALL
BUSINESS GRANT FUNDS**

This Agreement is entered into this 19 day of Nov, 2020 by and between the City of Meridian, a municipal corporation organized under the laws of the state of Idaho ("City") and Homestead Bar and Grill LLC, a Limited Liability Corporation organized under the laws of the state of Idaho ("Grantee").

WHEREAS, having received federal financial assistance, as such term is defined in 2 CFR § 200.40, from the Coronavirus Relief Fund, designated within Title V, section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, P.L. 116-136, 42 U.S.C. § 601 *et seq.* (the "CARES Act"), the State of Idaho ("State") created the Idaho Rebounds – Municipal Small Business Grant ("MSBG") program to help local businesses and organizations affected by COVID-19 pandemic, enabling cities and counties to provide aid within their community, including by the provision of economic support to those suffering from employment or business interruptions due to COVID-19-related business closures or limitations; and

WHEREAS, pursuant to the State's approval of Meridian's MSBG program on September 11, 2020, City seeks to disburse MSBG funds to Meridian small businesses for the reimbursement of expenses incurred due to the COVID-19 pandemic, as set forth in Title V, section 5001 of the CARES Act; Idaho Governor's Executive Order Nos. 2020-07, 2020-08, and 2020-08A; U.S. Treasury's Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments (Dated June 30, 2020); Idaho Rebounds – Municipal Small Business Grant Program Description and Guidance; and the City's MSBG program guidelines (collectively, "MSBG Rules"); and

WHEREAS, Grantee submitted to City a complete application for MSBG funds, including all related materials; and City and Grantee wish to enter into a cooperative agreement for the investment of MSBG funds for the purposes described therein; and

WHEREAS, it is acknowledged by the Parties that although the State has approved the Meridian MSBG program and has generally committed the funds as set forth in this Agreement for such purpose, availability of these funds to City, and thus to Grantee, is subject to the State's approval of Grantee's application and release of such funds to City, and that City's obligation to provide funding to Grantee under this Agreement is provisional, pending the approval and release of such funds to City;

NOW, THEREFORE, in consideration of the mutual covenants of the parties, the Parties agree as follows:

I. STATEMENT OF WORK

- A. Activities.** Grantee shall use City's MSBG funds in an amount not to exceed ten thousand dollars (\$10,000), for the approved expenses, as set forth in *Exhibit A*. Grantee shall utilize MSBG funds granted hereunder in a manner consistent with this Agreement, the MSBG Rules.
- B. Current eligibility.** Grantee certifies that Grantee is eligible to receive MSBG funds, and that Grantee meets each of the following criteria:

1. Grantee has 500 or fewer employees.
 2. Grantee is a business operating in the City of Meridian, Idaho city limits.
 3. Grantee has an official EIN.
 4. Grantee is an Idaho-domiciled business.
 5. Grantee incurred and paid the expenses for which the MSBG funds are awarded.
 6. Grantee has incurred expense caused by COVID-19 related incidents, decisions, or qualified business interruption (e.g., local closure orders, need for personal protective equipment, social distancing requirements, increased costs, disrupted supply network, etc.)
 7. The expenses for which the MSBG funds are awarded were incurred between June 20, 2020 and December 30, 2020.
 8. Grantee has not received funds for the expenses for which the MSBG funds are awarded from other COVID-19 grant programs.
 9. Grantee does not exist for the purpose of advancing partisan political activities or the business does not directly lobby federal or state officials, defined as having had a registered lobbyist at any point during 2020.
 10. Grantee is compliant in all respects with all COVID-19 related orders, laws, ordinances, and regulations.
- C. **Ongoing eligibility; duplication of benefits.** Grantee shall notify City immediately if, for any reason, Grantee no longer qualifies for MSBG funds due to a change in compliance with one or more of the enumerated eligibility criteria. If Grantee receives or applies for other funding sources for the expenses described in this Agreement, Grantee shall immediately notify the City's Economic Development Administrator.
- D. **Reimbursement Procedures.** City shall provide to Grantee the MSBG funds awarded for the approved expenses, as set forth in *Exhibit A*, up to ten thousand dollars (\$10,000.00), within thirty (30) days of receipt of the specified funds by City.
- E. **Disclosure and retention of records.** Grantee acknowledges and understands that records submitted for the purposes of applying for MSBG funds; compliance with the terms of this Agreement or law; and/or audit by City, State, or federal agency shall be public records subject to disclosure by City and/or State pursuant to such agencies' respective obligations to comply with the Idaho Public Records Act ("IPRA"), and may be posted online by the State of Idaho. Insofar as such records are exempt from disclosure under IPRA or other provision of law, City shall make reasonable efforts to avoid and/or prevent their disclosure. Grantee shall retain all records pertinent to the expenditures incurred under this Agreement for a period of five (5) years after completion of all activities funded under this Agreement. The name of the business and the amount of grant funds received will be identified on the transparent.idaho.gov website and on the City of Meridian's Economic Development webpage, and may be disclosed upon request in accordance with the Idaho Public Records Act.

II. GENERAL CONDITIONS

- A. **Contingent on funding.** It is acknowledged by the Parties that although the State has approved the Meridian MSBG program and the State has generally committed the funds as set forth in this Agreement for such purpose, availability of MSBG funds to City, and thus to Grantee, is subject to the State's approval of Grantee's application and release of such funds to City. Unless and until the State approves Grantee's application and releases the funds to City, City shall have no

contractual, legal, or equitable obligation to Grantee, whether under this Agreement or by any other legal or equitable claim. In the event that MSBG funds for the purposes set forth in this Agreement are not made available to City, this Agreement shall be void, and City shall have no obligation to Grantee, whether under this Agreement or under any legal or equitable claim.

- B. Notices.** All 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, addressed as follows:

If to City:

City of Meridian
Attn: Economic Development Administrator
33 E. Broadway Avenue
Meridian, Idaho 83642

If to Grantee:

Homestead Bar and Grill LLC
ATTN: Zachary Kiebel, Owner
1675 W Rattlesnake CT
Meridian, ID 83646-5436

Either party may change its authorized representative and/or address for the purpose of this paragraph by giving written notice of such change to the other party in the manner herein provided.

- C. Indemnity.** Grantee, and each and all of its employees, agents, contractors, officials, officers, servants, guests, and/or invitees shall hold harmless, defend and indemnify City from and for all losses, claims, actions, liabilities, and/or judgments for: damages or injury to persons or property and/or losses and expenses caused or incurred by Grantee and/or its employees, agents, contractors, officials, officers, servants, guests, and/or invitees; and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement and not caused by or arising out of the tortious conduct of City or any employee, contractor, or agent thereof. Grantee acknowledges that participation in this program carries risks, some of which may be unknown, and does agree to assume all such known or unknown risks.
- D. Uniform compliance requirements.** Grantee shall comply with applicable uniform administrative requirements, cost principles, and audit requirements for federal awards, as described in 2 CFR §§ 200 *et. seq.*
- E. Nondiscrimination.** Grantee will not discriminate against any employee or applicant for employment or services because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status or status with regard to public assistance.
- F. Termination.** Either Party may terminate this Agreement for cause by providing written notice to the other of the basis of termination. The defaulting Party shall have five (5) days to cure the deficiency or non-compliance. If the deficiency or non-compliance is not cured within this time period, the other Party shall terminate this Agreement for cause. In addition to termination of this Agreement and/or any other remedies as provided by law, City may declare Grantee ineligible for any further participation in City grant programming.
1. **Termination for convenience.** City may terminate this Agreement by, at least thirty (30) days before the effective date of such termination, giving written notice to Grantee of such termination and specifying the effective date thereof.
 2. **Termination for cause.** Termination of this Agreement, in whole or in part, may occur for cause, which shall include, but shall not be limited to, the following:
 - a. Failure to comply with any provision of this Agreement, the MSBG Rules, or any rule, regulation, statute, executive order, or U.S. Treasury, State, or City guideline, policy or

directive as may become applicable at any time;

- b. Failure to fulfill in a timely and proper manner its obligations under this Agreement;
- c. Improper use of funds provided under this Agreement; or
- d. Submission of receipts, reports, or documents that are incorrect or incomplete in any material respect.

3. **Void if funds not available.** In the event that MSBG funds for the purposes set forth in this Agreement are not made available to City, this Agreement shall be void, and City shall have no obligation to Grantee, whether under this Agreement or under any legal or equitable claim.

G. Repayment. In the event of termination for cause attributable to Grantee's acts or omissions, Grantee shall, within fourteen (14) days of City's demand, reimburse City for all MSBG funds disbursed.

H. Assignment. Grantee shall not assign or transfer any interest in this agreement without prior written consent of City.

I. Non-waiver. Failure of either party to promptly enforce the strict performance of any term of this Agreement shall not constitute a waiver or relinquishment of any party's right to thereafter enforce such term, and any right or remedy hereunder may be asserted at any time, notwithstanding delay in enforcement.

J. Compliance with law. Throughout the course of this Agreement, Grantee shall comply with any and all applicable federal, state, and local laws.


K. Exhibits. All exhibits to this Agreement are incorporated by reference and made a part of hereof as if the exhibits were set forth in their entirety herein.

L. Entire Agreement. This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith. The parties hereto may amend this Agreement at any time provided that such amendments are executed in writing, approved by City's governing body, and signed by a duly authorized representative of each party.

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.

GRANTEE:

Homestead Bar and Grill LLC


Zachary Kiebel, Owner

CITY:

City of Meridian

Attest:

By: Robert E. Simison, Mayor

Chris Johnson, City Clerk

EXHIBIT A: APPROVED EXPENSES

Eligible Expense	Amount
Rent - July	5971.00
Rent - August	5971.00
Total Eligible Expenses	11,942.00
Approved Amount	10,000.00

**AGREEMENT BETWEEN CITY OF MERIDIAN AND
K&L AFFAIRS LLC DBA F45 TRAINING MERIDIAN WEST FOR IDAHO REBOUNDS –
MUNICIPAL SMALL BUSINESS GRANT FUNDS**

This Agreement is entered into this _____ day of _____, 2020 by and between the City of Meridian, a municipal corporation organized under the laws of the state of Idaho (“City”) and K&L Affairs LLC DBA F45 Training Meridian West, a Limited Liability Corporation organized under the laws of the state of Idaho (“Grantee”).

WHEREAS, having received federal financial assistance, as such term is defined in 2 CFR § 200.40, from the Coronavirus Relief Fund, designated within Title V, section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, P.L. 116-136, 42 U.S.C. § 601 *et seq.* (the “CARES Act”), the State of Idaho (“State”) created the Idaho Rebounds – Municipal Small Business Grant (“MSBG”) program to help local businesses and organizations affected by COVID-19 pandemic, enabling cities and counties to provide aid within their community, including by the provision of economic support to those suffering from employment or business interruptions due to COVID-19-related business closures or limitations; and

WHEREAS, pursuant to the State’s approval of Meridian’s MSBG program on September 11, 2020, City seeks to disburse MSBG funds to Meridian small businesses for the reimbursement of expenses incurred due to the COVID-19 pandemic, as set forth in Title V, section 5001 of the CARES Act; Idaho Governor’s Executive Order Nos. 2020-07, 2020-08, and 2020-08A; U.S. Treasury’s Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments (Dated June 30, 2020); Idaho Rebounds – Municipal Small Business Grant Program Description and Guidance; and the City’s MSBG program guidelines (collectively, “MSBG Rules”); and

WHEREAS, Grantee submitted to City a complete application for MSBG funds, including all related materials; and City and Grantee wish to enter into a cooperative agreement for the investment of MSBG funds for the purposes described therein; and

WHEREAS, it is acknowledged by the Parties that although the State has approved the Meridian MSBG program and has generally committed the funds as set forth in this Agreement for such purpose, availability of these funds to City, and thus to Grantee, is subject to the State’s approval of Grantee’s application and release of such funds to City, and that City’s obligation to provide funding to Grantee under this Agreement is provisional, pending the approval and release of such funds to City;

NOW, THEREFORE, in consideration of the mutual covenants of the parties, the Parties agree as follows:

I. STATEMENT OF WORK

A. Activities. Grantee shall use City’s MSBG funds in an amount not to exceed ten thousand dollars (\$10,000), for the approved expenses, as set forth in *Exhibit A*. Grantee shall utilize MSBG funds granted hereunder in a manner consistent with this Agreement, the MSBG Rules.

B. Current eligibility. Grantee certifies that Grantee is eligible to receive MSBG funds, and that Grantee meets each of the following criteria:

1. Grantee has 500 or fewer employees.
2. Grantee is a business operating in the City of Meridian, Idaho city limits.
3. Grantee has an official EIN.
4. Grantee is an Idaho-domiciled business.
5. Grantee incurred and paid the expenses for which the MSBG funds are awarded.
6. Grantee has incurred expense caused by COVID-19 related incidents, decisions, or qualified business interruption (e.g., local closure orders, need for personal protective equipment, social distancing requirements, increased costs, disrupted supply network, etc.).
7. The expenses for which the MSBG funds are awarded were incurred between June 20, 2020 and December 30, 2020.
8. Grantee has not received funds for the expenses for which the MSBG funds are awarded from other COVID-19 grant programs.
9. Grantee does not exist for the purpose of advancing partisan political activities or the business does not directly lobby federal or state officials, defined as having had a registered lobbyist at any point during 2020.
10. Grantee is compliant in all respects with all COVID-19 related orders, laws, ordinances, and regulations.

C. Ongoing eligibility; duplication of benefits. Grantee shall notify City immediately if, for any reason, Grantee no longer qualifies for MSBG funds due to a change in compliance with one or more of the enumerated eligibility criteria. If Grantee receives or applies for other funding sources for the expenses described in this Agreement, Grantee shall immediately notify the City's Economic Development Administrator.

D. Reimbursement Procedures. City shall provide to Grantee the MSBG funds awarded for the approved expenses, as set forth in *Exhibit A*, up to ten thousand dollars (\$10,000.00), within thirty (30) days of receipt of the specified funds by City.

E. Disclosure and retention of records. Grantee acknowledges and understands that records submitted for the purposes of applying for MSBG funds; compliance with the terms of this Agreement or law; and/or audit by City, State, or federal agency shall be public records subject to disclosure by City and/or State pursuant to such agencies' respective obligations to comply with the Idaho Public Records Act ("IPRA"), and may be posted online by the State of Idaho. Insofar as such records are exempt from disclosure under IPRA or other provision of law, City shall make reasonable efforts to avoid and/or prevent their disclosure. Grantee shall retain all records pertinent to the expenditures incurred under this Agreement for a period of five (5) years after completion of all activities funded under this Agreement. The name of the business and the amount of grant funds received will be identified on the transparent.idaho.gov website and on the City of Meridian's Economic Development webpage, and may be disclosed upon request in accordance with the Idaho Public Records Act.

II. GENERAL CONDITIONS

A. Contingent on funding. It is acknowledged by the Parties that although the State has approved the Meridian MSBG program and the State has generally committed the funds as set forth in this Agreement for such purpose, availability of MSBG funds to City, and thus to Grantee, is subject to the State's approval of Grantee's application and release of such funds to City. Unless and until the State approves Grantee's application and releases the funds to City, City shall have no

contractual, legal, or equitable obligation to Grantee, whether under this Agreement or by any other legal or equitable claim. In the event that MSBG funds for the purposes set forth in this Agreement are not made available to City, this Agreement shall be void, and City shall have no obligation to Grantee, whether under this Agreement or under any legal or equitable claim.

B. Notices. All 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, addressed as follows:

If to City:

City of Meridian
Attn: Economic Development Administrator
33 E. Broadway Avenue
Meridian, Idaho 83642

If to Grantee:

K&L Affairs LLC DBA F45 Training Meridian
West
ATTN: Lindsay Winder, Owner/Manager
958 N Lionbridge Pl
Eagle, ID 83616

Either party may change its authorized representative and/or address for the purpose of this paragraph by giving written notice of such change to the other party in the manner herein provided.

C. Indemnity. Grantee, and each and all of its employees, agents, contractors, officials, officers, servants, guests, and/or invitees shall hold harmless, defend and indemnify City from and for all losses, claims, actions, liabilities, and/or judgments for: damages or injury to persons or property and/or losses and expenses caused or incurred by Grantee and/or its employees, agents, contractors, officials, officers, servants, guests, and/or invitees; and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement and not caused by or arising out of the tortious conduct of City or any employee, contractor, or agent thereof. Grantee acknowledges that participation in this program carries risks, some of which may be unknown, and does agree to assume all such known or unknown risks.

D. Uniform compliance requirements. Grantee shall comply with applicable uniform administrative requirements, cost principles, and audit requirements for federal awards, as described in 2 CFR §§ 200 *et. seq.*

E. Nondiscrimination. Grantee will not discriminate against any employee or applicant for employment or services because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status or status with regard to public assistance.

F. Termination. Either Party may terminate this Agreement for cause by providing written notice to the other of the basis of termination. The defaulting Party shall have five (5) days to cure the deficiency or non-compliance. If the deficiency or non-compliance is not cured within this time period, the other Party shall terminate this Agreement for cause. In addition to termination of this Agreement and/or any other remedies as provided by law, City may declare Grantee ineligible for any further participation in City grant programming.

1. **Termination for convenience.** City may terminate this Agreement by, at least thirty (30) days before the effective date of such termination, giving written notice to Grantee of such termination and specifying the effective date thereof.
2. **Termination for cause.** Termination of this Agreement, in whole or in part, may occur for cause, which shall include, but shall not be limited to, the following:
 - a. Failure to comply with any provision of this Agreement, the MSBG Rules, or any rule,

regulation, statute, executive order, or U.S. Treasury, State, or City guideline, policy or directive as may become applicable at any time;

- b. Failure to fulfill in a timely and proper manner its obligations under this Agreement;
- c. Improper use of funds provided under this Agreement; or
- d. Submission of receipts, reports, or documents that are incorrect or incomplete in any material respect.

3. **Void if funds not available.** In the event that MSBG funds for the purposes set forth in this Agreement are not made available to City, this Agreement shall be void, and City shall have no obligation to Grantee, whether under this Agreement or under any legal or equitable claim.

G. Repayment. In the event of termination for cause attributable to Grantee's acts or omissions, Grantee shall, within fourteen (14) days of City's demand, reimburse City for all MSBG funds disbursed.

II. Assignment. Grantee shall not assign or transfer any interest in this agreement without prior written consent of City.

I. Non-waiver. Failure of either party to promptly enforce the strict performance of any term of this Agreement shall not constitute a waiver or relinquishment of any party's right to thereafter enforce such term, and any right or remedy hereunder may be asserted at any time, notwithstanding delay in enforcement.

J. Compliance with law. Throughout the course of this Agreement, Grantee shall comply with any and all applicable federal, state, and local laws.

K. Exhibits. All exhibits to this Agreement are incorporated by reference and made a part of hereof as if the exhibits were set forth in their entirety herein.

L. Entire Agreement. This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith. The parties hereto may amend this Agreement at any time provided that such amendments are executed in writing, approved by City's governing body, and signed by a duly authorized representative of each party.

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.

GRANTEE:

K&L Affairs LLC F45 Training Meridian West


Lindsay Winder, Owner/Manager

CITY:

City of Meridian

Attest:

By: Robert E. Simison, Mayor

Chris Johnson, City Clerk

EXHIBIT A: APPROVED EXPENSES

Eligible Expense	Amount
Rent - July	6646.39
Rent - August	6646.39
Total Eligible Expenses	13,292.78
Approved Amount	10,000.00

**AGREEMENT BETWEEN CITY OF MERIDIAN AND
LARSON ENTERPRISES LLC FOR IDAHO REBOUNDS – MUNICIPAL SMALL BUSINESS
GRANT FUNDS**

This Agreement is entered into this _____ day of _____, 2020 by and between the City of Meridian, a municipal corporation organized under the laws of the state of Idaho (“City”) and Larson Enterprises LLC, a Limited Liability Company organized under the laws of the state of Idaho (“Grantee”).

WHEREAS, having received federal financial assistance, as such term is defined in 2 CFR § 200.40, from the Coronavirus Relief Fund, designated within Title V, section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, P.L. 116-136, 42 U.S.C. § 601 *et seq.* (the “CARES Act”), the State of Idaho (“State”) created the Idaho Rebounds – Municipal Small Business Grant (“MSBG”) program to help local businesses and organizations affected by COVID-19 pandemic, enabling cities and counties to provide aid within their community, including by the provision of economic support to those suffering from employment or business interruptions due to COVID-19-related business closures or limitations; and

WHEREAS, pursuant to the State’s approval of Meridian’s MSBG program on September 11, 2020, City seeks to disburse MSBG funds to Meridian small businesses for the reimbursement of expenses incurred due to the COVID-19 pandemic, as set forth in Title V, section 5001 of the CARES Act; Idaho Governor’s Executive Order Nos. 2020-07, 2020-08, and 2020-08A; U.S. Treasury’s Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments (Dated June 30, 2020); Idaho Rebounds – Municipal Small Business Grant Program Description and Guidance; and the City’s MSBG program guidelines (collectively, “MSBG Rules”); and

WHEREAS, Grantee submitted to City a complete application for MSBG funds, including all related materials; and City and Grantee wish to enter into a cooperative agreement for the investment of MSBG funds for the purposes described therein; and

WHEREAS, it is acknowledged by the Parties that although the State has approved the Meridian MSBG program and has generally committed the funds as set forth in this Agreement for such purpose, availability of these funds to City, and thus to Grantee, is subject to the State’s approval of Grantee’s application and release of such funds to City, and that City’s obligation to provide funding to Grantee under this Agreement is provisional, pending the approval and release of such funds to City;

NOW, THEREFORE, in consideration of the mutual covenants of the parties, the Parties agree as follows:

I. STATEMENT OF WORK

A. Activities. Grantee shall use City’s MSBG funds in an amount not to exceed ten thousand dollars (\$10,000), for the approved expenses, as set forth in *Exhibit A*. Grantee shall utilize MSBG funds granted hereunder in a manner consistent with this Agreement, the MSBG Rules.

B. Current eligibility. Grantee certifies that Grantee is eligible to receive MSBG funds, and that Grantee meets each of the following criteria:

1. Grantee has 500 or fewer employees.
2. Grantee is a business operating in the City of Meridian, Idaho city limits.
3. Grantee has an official EIN.
4. Grantee is an Idaho-domiciled business.
5. Grantee incurred and paid the expenses for which the MSBG funds are awarded.
6. Grantee has incurred expense caused by COVID-19 related incidents, decisions, or qualified business interruption (e.g., local closure orders, need for personal protective equipment, social distancing requirements, increased costs, disrupted supply network, etc.).
7. The expenses for which the MSBG funds are awarded were incurred between June 20, 2020 and December 30, 2020.
8. Grantee has not received funds for the expenses for which the MSBG funds are awarded from other COVID-19 grant programs.
9. Grantee does not exist for the purpose of advancing partisan political activities or the business does not directly lobby federal or state officials, defined as having had a registered lobbyist at any point during 2020.
10. Grantee is compliant in all respects with all COVID-19 related orders, laws, ordinances, and regulations.

C. Ongoing eligibility; duplication of benefits. Grantee shall notify City immediately if, for any reason, Grantee no longer qualifies for MSBG funds due to a change in compliance with one or more of the enumerated eligibility criteria. If Grantee receives or applies for other funding sources for the expenses described in this Agreement, Grantee shall immediately notify the City's Economic Development Administrator.

D. Reimbursement Procedures. City shall provide to Grantee the MSBG funds awarded for the approved expenses, as set forth in *Exhibit A*, up to ten thousand dollars (\$10,000.00), within thirty (30) days of receipt of the specified funds by City.

E. Disclosure and retention of records. Grantee acknowledges and understands that records submitted for the purposes of applying for MSBG funds; compliance with the terms of this Agreement or law; and/or audit by City, State, or federal agency shall be public records subject to disclosure by City and/or State pursuant to such agencies' respective obligations to comply with the Idaho Public Records Act ("IPRA"), and may be posted online by the State of Idaho. Insofar as such records are exempt from disclosure under IPRA or other provision of law, City shall make reasonable efforts to avoid and/or prevent their disclosure. Grantee shall retain all records pertinent to the expenditures incurred under this Agreement for a period of five (5) years after completion of all activities funded under this Agreement. The name of the business and the amount of grant funds received will be identified on the transparent.idaho.gov website and on the City of Meridian's Economic Development webpage, and may be disclosed upon request in accordance with the Idaho Public Records Act.

II. GENERAL CONDITIONS

A. Contingent on funding. It is acknowledged by the Parties that although the State has approved the Meridian MSBG program and the State has generally committed the funds as set forth in this Agreement for such purpose, availability of MSBG funds to City, and thus to Grantee, is subject to the State's approval of Grantee's application and release of such funds to City. Unless and until the State approves Grantee's application and releases the funds to City, City shall have no

contractual, legal, or equitable obligation to Grantee, whether under this Agreement or by any other legal or equitable claim. In the event that MSBG funds for the purposes set forth in this Agreement are not made available to City, this Agreement shall be void, and City shall have no obligation to Grantee, whether under this Agreement or under any legal or equitable claim.

B. Notices. All 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, addressed as follows:

If to City:

City of Meridian
Attn: Economic Development Administrator
33 E. Broadway Avenue
Meridian, Idaho 83642

If to Grantee:

Larson Enterprises LLC
ATTN: Hunter Larson, Owner
1300 n penn station lane
meridian, ID 83642

Either party may change its authorized representative and/or address for the purpose of this paragraph by giving written notice of such change to the other party in the manner herein provided.

C. Indemnity. Grantee, and each and all of its employees, agents, contractors, officials, officers, servants, guests, and/or invitees shall hold harmless, defend and indemnify City from and for all losses, claims, actions, liabilities, and/or judgments for: damages or injury to persons or property and/or losses and expenses caused or incurred by Grantee and/or its employees, agents, contractors, officials, officers, servants, guests, and/or invitees; and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement and not caused by or arising out of the tortious conduct of City or any employee, contractor, or agent thereof. Grantee acknowledges that participation in this program carries risks, some of which may be unknown, and does agree to assume all such known or unknown risks.

D. Uniform compliance requirements. Grantee shall comply with applicable uniform administrative requirements, cost principles, and audit requirements for federal awards, as described in 2 CFR §§ 200 *et. seq.*

E. Nondiscrimination. Grantee will not discriminate against any employee or applicant for employment or services because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status or status with regard to public assistance.

F. Termination. Either Party may terminate this Agreement for cause by providing written notice to the other of the basis of termination. The defaulting Party shall have five (5) days to cure the deficiency or non-compliance. If the deficiency or non-compliance is not cured within this time period, the other Party shall terminate this Agreement for cause. In addition to termination of this Agreement and/or any other remedies as provided by law, City may declare Grantee ineligible for any further participation in City grant programming.

1. **Termination for convenience.** City may terminate this Agreement by, at least thirty (30) days before the effective date of such termination, giving written notice to Grantee of such termination and specifying the effective date thereof.
2. **Termination for cause.** Termination of this Agreement, in whole or in part, may occur for cause, which shall include, but shall not be limited to, the following:
 - a. Failure to comply with any provision of this Agreement, the MSBG Rules, or any rule, regulation, statute, executive order, or U.S. Treasury, State, or City guideline, policy or

- directive as may become applicable at any time;
- b. Failure to fulfill in a timely and proper manner its obligations under this Agreement;
 - c. Improper use of funds provided under this Agreement; or
 - d. Submission of receipts, reports, or documents that are incorrect or incomplete in any material respect.

3. **Void if funds not available.** In the event that MSBG funds for the purposes set forth in this Agreement are not made available to City, this Agreement shall be void, and City shall have no obligation to Grantee, whether under this Agreement or under any legal or equitable claim.

G. Repayment. In the event of termination for cause attributable to Grantee's acts or omissions, Grantee shall, within fourteen (14) days of City's demand, reimburse City for all MSBG funds disbursed.

H. Assignment. Grantee shall not assign or transfer any interest in this agreement without prior written consent of City.

I. Non-waiver. Failure of either party to promptly enforce the strict performance of any term of this Agreement shall not constitute a waiver or relinquishment of any party's right to thereafter enforce such term, and any right or remedy hereunder may be asserted at any time, notwithstanding delay in enforcement.

J. Compliance with law. Throughout the course of this Agreement, Grantee shall comply with any and all applicable federal, state, and local laws.

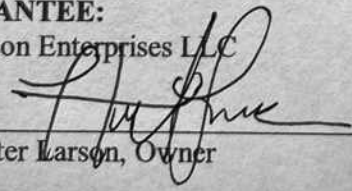
K. Exhibits. All exhibits to this Agreement are incorporated by reference and made a part of hereof as if the exhibits were set forth in their entirety herein.

L. Entire Agreement. This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith. The parties hereto may amend this Agreement at any time provided that such amendments are executed in writing, approved by City's governing body, and signed by a duly authorized representative of each party.

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.

GRANTEE:

Larson Enterprises LLC



Hunter Larson, Owner

CITY:

City of Meridian

Attest:

By: Robert E. Simison, Mayor

Chris Johnson, City Clerk

- directive as may become applicable at any time;
- b. Failure to fulfill in a timely and proper manner its obligations under this Agreement;
- c. Improper use of funds provided under this Agreement; or
- d. Submission of receipts, reports, or documents that are incorrect or incomplete in any material respect.

3. **Void if funds not available.** In the event that MSBG funds for the purposes set forth in this Agreement are not made available to City, this Agreement shall be void, and City shall have no obligation to Grantee, whether under this Agreement or under any legal or equitable claim.

G. Repayment. In the event of termination for cause attributable to Grantee's acts or omissions, Grantee shall, within fourteen (14) days of City's demand, reimburse City for all MSBG funds disbursed.

H. Assignment. Grantee shall not assign or transfer any interest in this agreement without prior written consent of City.

I. Non-waiver. Failure of either party to promptly enforce the strict performance of any term of this Agreement shall not constitute a waiver or relinquishment of any party's right to thereafter enforce such term, and any right or remedy hereunder may be asserted at any time, notwithstanding delay in enforcement.

J. Compliance with law. Throughout the course of this Agreement, Grantee shall comply with any and all applicable federal, state, and local laws.

K. Exhibits. All exhibits to this Agreement are incorporated by reference and made a part of hereof as if the exhibits were set forth in their entirety herein.

L. Entire Agreement. This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith. The parties hereto may amend this Agreement at any time provided that such amendments are executed in writing, approved by City's governing body, and signed by a duly authorized representative of each party.

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.

GRANTEE:
Larson Enterprises LLC

Hunter Larson, Owner

CITY:
City of Meridian

Attest:

By: Robert E. Simison, Mayor

Chris Johnson, City Clerk

EXHIBIT A: APPROVED EXPENSES

Eligible Expense	Amount
Rent - August	2613.25
Rent - September	2613.25
Rent - October	2613.25
Rent - November	2716.37
Total Eligible Expenses	10,556.12
Approved Amount	10,000.00

**AGREEMENT BETWEEN CITY OF MERIDIAN AND
SLD LLC FOR IDAHO REBOUNDS – MUNICIPAL SMALL BUSINESS GRANT FUNDS**

This Agreement is entered into this 19 day of November, 2020 by and between the City of Meridian, a municipal corporation organized under the laws of the state of Idaho (“City”) and SLD LLC, a Limited Liability Company organized under the laws of the state of Idaho (“Grantee”).

WHEREAS, having received federal financial assistance, as such term is defined in 2 CFR § 200.40, from the Coronavirus Relief Fund, designated within Title V, section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, P.L. 116-136, 42 U.S.C. § 601 *et seq.* (the “CARES Act”), the State of Idaho (“State”) created the Idaho Rebounds – Municipal Small Business Grant (“MSBG”) program to help local businesses and organizations affected by COVID-19 pandemic, enabling cities and counties to provide aid within their community, including by the provision of economic support to those suffering from employment or business interruptions due to COVID-19-related business closures or limitations; and

WHEREAS, pursuant to the State’s approval of Meridian’s MSBG program on September 11, 2020, City seeks to disburse MSBG funds to Meridian small businesses for the reimbursement of expenses incurred due to the COVID-19 pandemic, as set forth in Title V, section 5001 of the CARES Act; Idaho Governor’s Executive Order Nos. 2020-07, 2020-08, and 2020-08A; U.S. Treasury’s Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments (Dated June 30, 2020); Idaho Rebounds – Municipal Small Business Grant Program Description and Guidance; and the City’s MSBG program guidelines (collectively, “MSBG Rules”); and

WHEREAS, Grantee submitted to City a complete application for MSBG funds, including all related materials; and City and Grantee wish to enter into a cooperative agreement for the investment of MSBG funds for the purposes described therein; and

WHEREAS, it is acknowledged by the Parties that although the State has approved the Meridian MSBG program and has generally committed the funds as set forth in this Agreement for such purpose, availability of these funds to City, and thus to Grantee, is subject to the State’s approval of Grantee’s application and release of such funds to City, and that City’s obligation to provide funding to Grantee under this Agreement is provisional, pending the approval and release of such funds to City;

NOW, THEREFORE, in consideration of the mutual covenants of the parties, the Parties agree as follows:

I. STATEMENT OF WORK

- A. Activities.** Grantee shall use City’s MSBG funds in an amount not to exceed ten thousand dollars (\$10,000), for the approved expenses, as set forth in *Exhibit A*. Grantee shall utilize MSBG funds granted hereunder in a manner consistent with this Agreement, the MSBG Rules.
- B. Current eligibility.** Grantee certifies that Grantee is eligible to receive MSBG funds, and that Grantee meets each of the following criteria:
 - 1. Grantee has 500 or fewer employees.
 - 2. Grantee is a business operating in the City of Meridian, Idaho city limits.

3. Grantee has an official EIN.
4. Grantee is an Idaho-domiciled business.
5. Grantee incurred and paid the expenses for which the MSBG funds are awarded.
6. Grantee has incurred expense caused by COVID-19 related incidents, decisions, or qualified business interruption (e.g., local closure orders, need for personal protective equipment, social distancing requirements, increased costs, disrupted supply network, etc.).
7. The expenses for which the MSBG funds are awarded were incurred between June 20, 2020 and December 30, 2020.
8. Grantee has not received funds for the expenses for which the MSBG funds are awarded from other COVID-19 grant programs.
9. Grantee does not exist for the purpose of advancing partisan political activities or the business does not directly lobby federal or state officials, defined as having had a registered lobbyist at any point during 2020.
10. Grantee is compliant in all respects with all COVID-19 related orders, laws, ordinances, and regulations.

C. Ongoing eligibility; duplication of benefits. Grantee shall notify City immediately if, for any reason, Grantee no longer qualifies for MSBG funds due to a change in compliance with one or more of the enumerated eligibility criteria. If Grantee receives or applies for other funding sources for the expenses described in this Agreement, Grantee shall immediately notify the City's Economic Development Administrator.

D. Reimbursement Procedures. City shall provide to Grantee the MSBG funds awarded for the approved expenses, as set forth in *Exhibit A*, up to ten thousand dollars (\$10,000.00), within thirty (30) days of receipt of the specified funds by City.

E. Disclosure and retention of records. Grantee acknowledges and understands that records submitted for the purposes of applying for MSBG funds; compliance with the terms of this Agreement or law; and/or audit by City, State, or federal agency shall be public records subject to disclosure by City and/or State pursuant to such agencies' respective obligations to comply with the Idaho Public Records Act ("IPRA"), and may be posted online by the State of Idaho. Insofar as such records are exempt from disclosure under IPRA or other provision of law, City shall make reasonable efforts to avoid and/or prevent their disclosure. Grantee shall retain all records pertinent to the expenditures incurred under this Agreement for a period of five (5) years after completion of all activities funded under this Agreement. The name of the business and the amount of grant funds received will be identified on the transparent.idaho.gov website and on the City of Meridian's Economic Development webpage, and may be disclosed upon request in accordance with the Idaho Public Records Act.

II. GENERAL CONDITIONS

A. Contingent on funding. It is acknowledged by the Parties that although the State has approved the Meridian MSBG program and the State has generally committed the funds as set forth in this Agreement for such purpose, availability of MSBG funds to City, and thus to Grantee, is subject to the State's approval of Grantee's application and release of such funds to City. Unless and until the State approves Grantee's application and releases the funds to City, City shall have no contractual, legal, or equitable obligation to Grantee, whether under this Agreement or by any other legal or equitable claim. In the event that MSBG funds for the purposes set forth in this Agreement

are not made available to City, this Agreement shall be void, and City shall have no obligation to Grantee, whether under this Agreement or under any legal or equitable claim.

B. Notices. All 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, addressed as follows:

If to City:

City of Meridian
Attn: Economic Development Administrator
33 E. Broadway Avenue
Meridian, Idaho 83642

If to Grantee:

SLD LLC
ATTN: San Le
2563 N Bottle Brush Dr
Meridian, ID 83646

Either party may change its authorized representative and/or address for the purpose of this paragraph by giving written notice of such change to the other party in the manner herein provided.

C. Indemnity. Grantee, and each and all of its employees, agents, contractors, officials, officers, servants, guests, and/or invitees shall hold harmless, defend and indemnify City from and for all losses, claims, actions, liabilities, and/or judgments for: damages or injury to persons or property and/or losses and expenses caused or incurred by Grantee and/or its employees, agents, contractors, officials, officers, servants, guests, and/or invitees; and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement and not caused by or arising out of the tortious conduct of City or any employee, contractor, or agent thereof. Grantee acknowledges that participation in this program carries risks, some of which may be unknown, and does agree to assume all such known or unknown risks.

D. Uniform compliance requirements. Grantee shall comply with applicable uniform administrative requirements, cost principles, and audit requirements for federal awards, as described in 2 CFR §§ 200 *et. seq.*

E. Nondiscrimination. Grantee will not discriminate against any employee or applicant for employment or services because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status or status with regard to public assistance.

F. Termination. Either Party may terminate this Agreement for cause by providing written notice to the other of the basis of termination. The defaulting Party shall have five (5) days to cure the deficiency or non-compliance. If the deficiency or non-compliance is not cured within this time period, the other Party shall terminate this Agreement for cause. In addition to termination of this Agreement and/or any other remedies as provided by law, City may declare Grantee ineligible for any further participation in City grant programming.

1. **Termination for convenience.** City may terminate this Agreement by, at least thirty (30) days before the effective date of such termination, giving written notice to Grantee of such termination and specifying the effective date thereof.
2. **Termination for cause.** Termination of this Agreement, in whole or in part, may occur for cause, which shall include, but shall not be limited to, the following:
 - a. Failure to comply with any provision of this Agreement, the MSBG Rules, or any rule, regulation, statute, executive order, or U.S. Treasury, State, or City guideline, policy or directive as may become applicable at any time;
 - b. Failure to fulfill in a timely and proper manner its obligations under this Agreement;

- c. Improper use of funds provided under this Agreement; or
- d. Submission of receipts, reports, or documents that are incorrect or incomplete in any material respect.

3. **Void if funds not available.** In the event that MSBG funds for the purposes set forth in this Agreement are not made available to City, this Agreement shall be void, and City shall have no obligation to Grantee, whether under this Agreement or under any legal or equitable claim.

G. Repayment. In the event of termination for cause attributable to Grantee's acts or omissions, Grantee shall, within fourteen (14) days of City's demand, reimburse City for all MSBG funds disbursed.

H. Assignment. Grantee shall not assign or transfer any interest in this agreement without prior written consent of City.

I. Non-waiver. Failure of either party to promptly enforce the strict performance of any term of this Agreement shall not constitute a waiver or relinquishment of any party's right to thereafter enforce such term, and any right or remedy hereunder may be asserted at any time, notwithstanding delay in enforcement.

J. Compliance with law. Throughout the course of this Agreement, Grantee shall comply with any and all applicable federal, state, and local laws.

K. Exhibits. All exhibits to this Agreement are incorporated by reference and made a part of hereof as if the exhibits were set forth in their entirety herein.

L. Entire Agreement. This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith. The parties hereto may amend this Agreement at any time provided that such amendments are executed in writing, approved by City's governing body, and signed by a duly authorized representative of each party.

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.

GRANTEE:

SLD LLC

San Le



CITY:

City of Meridian

Attest:

By: Robert E. Simison, Mayor

Chris Johnson, City Clerk

EXHIBIT A: APPROVED EXPENSES

Eligible Expense	Amount
Rent - July	3399.76
Rent - August	3399.76
Rent - September	3399.76
Total Eligible Expenses	10,199.28
Amount Approved	10,000.00

**AGREEMENT BETWEEN CITY OF MERIDIAN AND
SPORTS FAN CORPORATION DBA PRO IMAGE SPORTS FOR IDAHO REBOUNDS –
MUNICIPAL SMALL BUSINESS GRANT FUNDS**

This Agreement is entered into this _____ day of _____, 2020 by and between the City of Meridian, a municipal corporation organized under the laws of the state of Idaho (“City”) and Sports Fan Corporation dba Pro Image Sports, a general business corporation organized under the laws of the state of Idaho (“Grantee”).

WHEREAS, having received federal financial assistance, as such term is defined in 2 CFR § 200.40, from the Coronavirus Relief Fund, designated within Title V, section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, P.L. 116-136, 42 U.S.C. § 601 *et seq.* (the “CARES Act”), the State of Idaho (“State”) created the Idaho Rebounds – Municipal Small Business Grant (“MSBG”) program to help local businesses and organizations affected by COVID-19 pandemic, enabling cities and counties to provide aid within their community, including by the provision of economic support to those suffering from employment or business interruptions due to COVID-19-related business closures or limitations; and

WHEREAS, pursuant to the State’s approval of Meridian’s MSBG program on September 11, 2020, City seeks to disburse MSBG funds to Meridian small businesses for the reimbursement of expenses incurred due to the COVID-19 pandemic, as set forth in Title V, section 5001 of the CARES Act; Idaho Governor’s Executive Order Nos. 2020-07, 2020-08, and 2020-08A; U.S. Treasury’s Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments (Dated June 30, 2020); Idaho Rebounds – Municipal Small Business Grant Program Description and Guidance; and the City’s MSBG program guidelines (collectively, “MSBG Rules”); and

WHEREAS, Grantee submitted to City a complete application for MSBG funds, including all related materials; and City and Grantee wish to enter into a cooperative agreement for the investment of MSBG funds for the purposes described therein; and

WHEREAS, it is acknowledged by the Parties that although the State has approved the Meridian MSBG program and has generally committed the funds as set forth in this Agreement for such purpose, availability of these funds to City, and thus to Grantee, is subject to the State’s approval of Grantee’s application and release of such funds to City, and that City’s obligation to provide funding to Grantee under this Agreement is provisional, pending the approval and release of such funds to City;

NOW, THEREFORE, in consideration of the mutual covenants of the parties, the Parties agree as follows:

I. STATEMENT OF WORK

- A. Activities.** Grantee shall use City’s MSBG funds in an amount not to exceed ten thousand dollars (\$10,000), for the approved expenses, as set forth in *Exhibit A*. Grantee shall utilize MSBG funds granted hereunder in a manner consistent with this Agreement, the MSBG Rules.
- B. Current eligibility.** Grantee certifies that Grantee is eligible to receive MSBG funds, and that Grantee meets each of the following criteria:

1. Grantee has 500 or fewer employees.
2. Grantee is a business operating in the City of Meridian, Idaho city limits.
3. Grantee has an official EIN.
4. Grantee is an Idaho-domiciled business.
5. Grantee incurred and paid the expenses for which the MSBG funds are awarded.
6. Grantee has incurred expense caused by COVID-19 related incidents, decisions, or qualified business interruption (e.g., local closure orders, need for personal protective equipment, social distancing requirements, increased costs, disrupted supply network, etc.).
7. The expenses for which the MSBG funds are awarded were incurred between June 20, 2020 and December 30, 2020.
8. Grantee has not received funds for the expenses for which the MSBG funds are awarded from other COVID-19 grant programs.
9. Grantee does not exist for the purpose of advancing partisan political activities or the business does not directly lobby federal or state officials, defined as having had a registered lobbyist at any point during 2020.
10. Grantee is compliant in all respects with all COVID-19 related orders, laws, ordinances, and regulations.

C. Ongoing eligibility; duplication of benefits. Grantee shall notify City immediately if, for any reason, Grantee no longer qualifies for MSBG funds due to a change in compliance with one or more of the enumerated eligibility criteria. If Grantee receives or applies for other funding sources for the expenses described in this Agreement, Grantee shall immediately notify the City's Economic Development Administrator.

D. Reimbursement Procedures. City shall provide to Grantee the MSBG funds awarded for the approved expenses, as set forth in *Exhibit A*, up to ten thousand dollars (\$10,000.00), within thirty (30) days of receipt of the specified funds by City.

E. Disclosure and retention of records. Grantee acknowledges and understands that records submitted for the purposes of applying for MSBG funds; compliance with the terms of this Agreement or law; and/or audit by City, State, or federal agency shall be public records subject to disclosure by City and/or State pursuant to such agencies' respective obligations to comply with the Idaho Public Records Act ("IPRA"), and may be posted online by the State of Idaho. Insofar as such records are exempt from disclosure under IPRA or other provision of law, City shall make reasonable efforts to avoid and/or prevent their disclosure. Grantee shall retain all records pertinent to the expenditures incurred under this Agreement for a period of five (5) years after completion of all activities funded under this Agreement. The name of the business and the amount of grant funds received will be identified on the transparent.idaho.gov website and on the City of Meridian's Economic Development webpage, and may be disclosed upon request in accordance with the Idaho Public Records Act.

II. GENERAL CONDITIONS

A. Contingent on funding. It is acknowledged by the Parties that although the State has approved the Meridian MSBG program and the State has generally committed the funds as set forth in this Agreement for such purpose, availability of MSBG funds to City, and thus to Grantee, is subject to the State's approval of Grantee's application and release of such funds to City. Unless and until the State approves Grantee's application and releases the funds to City, City shall have no

contractual, legal, or equitable obligation to Grantee, whether under this Agreement or by any other legal or equitable claim. In the event that MSBG funds for the purposes set forth in this Agreement are not made available to City, this Agreement shall be void, and City shall have no obligation to Grantee, whether under this Agreement or under any legal or equitable claim.

- B. Notices.** All 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, addressed as follows:

If to City:

City of Meridian
Attn: Economic Development Administrator
33 E. Broadway Avenue
Meridian, Idaho 83642

If to Grantee:

Sports Fan Corporation dba Pro Image Sports
ATTN: Travis Hawkes, Owner
2775 W. Navigator Dr. STE 110
Meridian, ID 83642

Either party may change its authorized representative and/or address for the purpose of this paragraph by giving written notice of such change to the other party in the manner herein provided.

- C. Indemnity.** Grantee, and each and all of its employees, agents, contractors, officials, officers, servants, guests, and/or invitees shall hold harmless, defend and indemnify City from and for all losses, claims, actions, liabilities, and/or judgments for: damages or injury to persons or property and/or losses and expenses caused or incurred by Grantee and/or its employees, agents, contractors, officials, officers, servants, guests, and/or invitees; and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement and not caused by or arising out of the tortious conduct of City or any employee, contractor, or agent thereof. Grantee acknowledges that participation in this program carries risks, some of which may be unknown, and does agree to assume all such known or unknown risks.

- D. Uniform compliance requirements.** Grantee shall comply with applicable uniform administrative requirements, cost principles, and audit requirements for federal awards, as described in 2 CFR §§ 200 *et. seq.*

- E. Nondiscrimination.** Grantee will not discriminate against any employee or applicant for employment or services because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status or status with regard to public assistance.

- F. Termination.** Either Party may terminate this Agreement for cause by providing written notice to the other of the basis of termination. The defaulting Party shall have five (5) days to cure the deficiency or non-compliance. If the deficiency or non-compliance is not cured within this time period, the other Party shall terminate this Agreement for cause. In addition to termination of this Agreement and/or any other remedies as provided by law, City may declare Grantee ineligible for any further participation in City grant programming.

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2. **Termination for cause.** Termination of this Agreement, in whole or in part, may occur for cause, which shall include, but shall not be limited to, the following:
 - a. Failure to comply with any provision of this Agreement, the MSBG Rules, or any rule, regulation, statute, executive order, or U.S. Treasury, State, or City guideline, policy or

- directive as may become applicable at any time;
- b. Failure to fulfill in a timely and proper manner its obligations under this Agreement;
- c. Improper use of funds provided under this Agreement; or
- d. Submission of receipts, reports, or documents that are incorrect or incomplete in any material respect.

3. **Void if funds not available.** In the event that MSBG funds for the purposes set forth in this Agreement are not made available to City, this Agreement shall be void, and City shall have no obligation to Grantee, whether under this Agreement or under any legal or equitable claim.

G. Repayment. In the event of termination for cause attributable to Grantee's acts or omissions, Grantee shall, within fourteen (14) days of City's demand, reimburse City for all MSBG funds disbursed.

H. Assignment. Grantee shall not assign or transfer any interest in this agreement without prior written consent of City.

I. Non-waiver. Failure of either party to promptly enforce the strict performance of any term of this Agreement shall not constitute a waiver or relinquishment of any party's right to thereafter enforce such term, and any right or remedy hereunder may be asserted at any time, notwithstanding delay in enforcement.

J. Compliance with law. Throughout the course of this Agreement, Grantee shall comply with any and all applicable federal, state, and local laws.

K. Exhibits. All exhibits to this Agreement are incorporated by reference and made a part of hereof as if the exhibits were set forth in their entirety herein.

L. Entire Agreement. This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith. The parties hereto may amend this Agreement at any time provided that such amendments are executed in writing, approved by City's governing body, and signed by a duly authorized representative of each party.

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.

GRANTEE:

Sports Fan Corporation dba Pro Image Sports



Travis Hawkes, Owner

CITY:

City of Meridian

Attest:

By: Robert E. Simison, Mayor

Chris Johnson, City Clerk

EXHIBIT A: APPROVED EXPENSES

Eligible Expense	Amount
Rent - September	5416.67
Rent - October	5416.67
Total Eligible Expenses	10,833.34
Approved Amount	10,000.00

**AGREEMENT BETWEEN CITY OF MERIDIAN AND
T. ROWE & ASSOCIATES LLC FOR IDAHO REBOUNDS – MUNICIPAL SMALL
BUSINESS GRANT FUNDS**

This Agreement is entered into this 19th day of November , 2020 by and between the City of Meridian, a municipal corporation organized under the laws of the state of Idaho (“City”) and T. Rowe & Associates LLC, a Limited Liability Corporation organized under the laws of the state of Idaho (“Grantee”).

WHEREAS, having received federal financial assistance, as such term is defined in 2 CFR § 200.40, from the Coronavirus Relief Fund, designated within Title V, section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, P.L. 116-136, 42 U.S.C. § 601 *et seq.* (the “CARES Act”), the State of Idaho (“State”) created the Idaho Rebounds – Municipal Small Business Grant (“MSBG”) program to help local businesses and organizations affected by COVID-19 pandemic, enabling cities and counties to provide aid within their community, including by the provision of economic support to those suffering from employment or business interruptions due to COVID-19-related business closures or limitations; and

WHEREAS, pursuant to the State’s approval of Meridian’s MSBG program on September 11, 2020, City seeks to disburse MSBG funds to Meridian small businesses for the reimbursement of expenses incurred due to the COVID-19 pandemic, as set forth in Title V, section 5001 of the CARES Act; Idaho Governor’s Executive Order Nos. 2020-07, 2020-08, and 2020-08A; U.S. Treasury’s Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments (Dated June 30, 2020); Idaho Rebounds – Municipal Small Business Grant Program Description and Guidance; and the City’s MSBG program guidelines (collectively, “MSBG Rules”); and

WHEREAS, Grantee submitted to City a complete application for MSBG funds, including all related materials; and City and Grantee wish to enter into a cooperative agreement for the investment of MSBG funds for the purposes described therein; and

WHEREAS, it is acknowledged by the Parties that although the State has approved the Meridian MSBG program and has generally committed the funds as set forth in this Agreement for such purpose, availability of these funds to City, and thus to Grantee, is subject to the State’s approval of Grantee’s application and release of such funds to City, and that City’s obligation to provide funding to Grantee under this Agreement is provisional, pending the approval and release of such funds to City;

NOW, THEREFORE, in consideration of the mutual covenants of the parties, the Parties agree as follows:

I. STATEMENT OF WORK

A. Activities. Grantee shall use City’s MSBG funds in an amount not to exceed three thousand six hundred fifty one dollars and sixty cents (\$3,651.60), for the approved expenses, as set forth in *Exhibit A*. Grantee shall utilize MSBG funds granted hereunder in a manner consistent with this Agreement, the MSBG Rules.

B. Current eligibility. Grantee certifies that Grantee is eligible to receive MSBG funds, and that

Grantee meets each of the following criteria:

1. Grantee has 500 or fewer employees.
 2. Grantee is a business operating in the City of Meridian, Idaho city limits.
 3. Grantee has an official EIN.
 4. Grantee is an Idaho-domiciled business.
 5. Grantee incurred and paid the expenses for which the MSBG funds are awarded.
 6. Grantee has incurred expense caused by COVID-19 related incidents, decisions, or qualified business interruption (e.g., local closure orders, need for personal protective equipment, social distancing requirements, increased costs, disrupted supply network, etc.).
 7. The expenses for which the MSBG funds are awarded were incurred between June 20, 2020 and December 30, 2020.
 8. Grantee has not received funds for the expenses for which the MSBG funds are awarded from other COVID-19 grant programs.
 9. Grantee does not exist for the purpose of advancing partisan political activities or the business does not directly lobby federal or state officials, defined as having had a registered lobbyist at any point during 2020.
 10. Grantee is compliant in all respects with all COVID-19 related orders, laws, ordinances, and regulations.
- C. Ongoing eligibility; duplication of benefits.** Grantee shall notify City immediately if, for any reason, Grantee no longer qualifies for MSBG funds due to a change in compliance with one or more of the enumerated eligibility criteria. If Grantee receives or applies for other funding sources for the expenses described in this Agreement, Grantee shall immediately notify the City's Economic Development Administrator.
- D. Reimbursement Procedures.** City shall provide to Grantee the MSBG funds awarded for the approved expenses, as set forth in *Exhibit A*, up to ten thousand dollars (\$10,000.00), within thirty (30) days of receipt of the specified funds by City.
- E. Disclosure and retention of records.** Grantee acknowledges and understands that records submitted for the purposes of applying for MSBG funds; compliance with the terms of this Agreement or law; and/or audit by City, State, or federal agency shall be public records subject to disclosure by City and/or State pursuant to such agencies' respective obligations to comply with the Idaho Public Records Act ("IPRA"), and may be posted online by the State of Idaho. Insofar as such records are exempt from disclosure under IPRA or other provision of law, City shall make reasonable efforts to avoid and/or prevent their disclosure. Grantee shall retain all records pertinent to the expenditures incurred under this Agreement for a period of five (5) years after completion of all activities funded under this Agreement. The name of the business and the amount of grant funds received will be identified on the transparent.idaho.gov website and on the City of Meridian's Economic Development webpage, and may be disclosed upon request in accordance with the Idaho Public Records Act.

II. GENERAL CONDITIONS

- A. Contingent on funding.** It is acknowledged by the Parties that although the State has approved the Meridian MSBG program and the State has generally committed the funds as set forth in this Agreement for such purpose, availability of MSBG funds to City, and thus to Grantee, is subject to the State's approval of Grantee's application and release of such funds to City. Unless and until

the State approves Grantee's application and releases the funds to City, City shall have no contractual, legal, or equitable obligation to Grantee, whether under this Agreement or by any other legal or equitable claim. In the event that MSBG funds for the purposes set forth in this Agreement are not made available to City, this Agreement shall be void, and City shall have no obligation to Grantee, whether under this Agreement or under any legal or equitable claim.

- B. Notices.** All 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, addressed as follows:

If to City:

City of Meridian
Attn: Economic Development Administrator
33 E. Broadway Avenue
Meridian, Idaho 83642

If to Grantee:

T. Rowe & Associates LLC
ATTN: William Rowe, Owner
1406 N MAIN ST
MERIDIAN, ID 83642

Either party may change its authorized representative and/or address for the purpose of this paragraph by giving written notice of such change to the other party in the manner herein provided.

- C. Indemnity.** Grantee, and each and all of its employees, agents, contractors, officials, officers, servants, guests, and/or invitees shall hold harmless, defend and indemnify City from and for all losses, claims, actions, liabilities, and/or judgments for: damages or injury to persons or property and/or losses and expenses caused or incurred by Grantee and/or its employees, agents, contractors, officials, officers, servants, guests, and/or invitees; and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement and not caused by or arising out of the tortious conduct of City or any employee, contractor, or agent thereof. Grantee acknowledges that participation in this program carries risks, some of which may be unknown, and does agree to assume all such known or unknown risks.
- D. Uniform compliance requirements.** Grantee shall comply with applicable uniform administrative requirements, cost principles, and audit requirements for federal awards, as described in 2 CFR §§ 200 *et. seq.*
- E. Nondiscrimination.** Grantee will not discriminate against any employee or applicant for employment or services because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status or status with regard to public assistance.
- F. Termination.** Either Party may terminate this Agreement for cause by providing written notice to the other of the basis of termination. The defaulting Party shall have five (5) days to cure the deficiency or non-compliance. If the deficiency or non-compliance is not cured within this time period, the other Party shall terminate this Agreement for cause. In addition to termination of this Agreement and/or any other remedies as provided by law, City may declare Grantee ineligible for any further participation in City grant programming.
1. **Termination for convenience.** City may terminate this Agreement by, at least thirty (30) days before the effective date of such termination, giving written notice to Grantee of such termination and specifying the effective date thereof.
 2. **Termination for cause.** Termination of this Agreement, in whole or in part, may occur for cause, which shall include, but shall not be limited to, the following:
 - a. Failure to comply with any provision of this Agreement, the MSBG Rules, or any rule,

regulation, statute, executive order, or U.S. Treasury, State, or City guideline, policy or directive as may become applicable at any time;

- b. Failure to fulfill in a timely and proper manner its obligations under this Agreement;
- c. Improper use of funds provided under this Agreement; or
- d. Submission of receipts, reports, or documents that are incorrect or incomplete in any material respect.

3. **Void if funds not available.** In the event that MSBG funds for the purposes set forth in this Agreement are not made available to City, this Agreement shall be void, and City shall have no obligation to Grantee, whether under this Agreement or under any legal or equitable claim.

G. Repayment. In the event of termination for cause attributable to Grantee's acts or omissions, Grantee shall, within fourteen (14) days of City's demand, reimburse City for all MSBG funds disbursed.

H. Assignment. Grantee shall not assign or transfer any interest in this agreement without prior written consent of City.

I. Non-waiver. Failure of either party to promptly enforce the strict performance of any term of this Agreement shall not constitute a waiver or relinquishment of any party's right to thereafter enforce such term, and any right or remedy hereunder may be asserted at any time, notwithstanding delay in enforcement.

J. Compliance with law. Throughout the course of this Agreement, Grantee shall comply with any and all applicable federal, state, and local laws.

K. Exhibits. All exhibits to this Agreement are incorporated by reference and made a part of hereof as if the exhibits were set forth in their entirety herein.

L. Entire Agreement. This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith. The parties hereto may amend this Agreement at any time provided that such amendments are executed in writing, approved by City's governing body, and signed by a duly authorized representative of each party.

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.

GRANTEE:

T. Rowe & Associates LLC



William Rowe, Owner

CITY:

City of Meridian

Attest:

By: Robert E. Simison, Mayor

Chris Johnson, City Clerk

EXHIBIT A: APPROVED EXPENSES

Eligible Expense	Amount
Rent - June	251.60
Rent - July	680.00
Rent - August	680.00
Rent - September	680.00
Rent - October	680.00
Rent - November	680.00
Total Eligible Expenses	3,651.60

**AGREEMENT BETWEEN CITY OF MERIDIAN AND
VERTICAL VIEW LLC FOR IDAHO REBOUNDS – MUNICIPAL SMALL BUSINESS
GRANT FUNDS**

This Agreement is entered into this ___ day of _____, 2020 by and between the City of Meridian, a municipal corporation organized under the laws of the state of Idaho ("City") and Vertical View LLC, a limited liability company organized under the laws of the state of Idaho ("Grantee").

WHEREAS, having received federal financial assistance, as such term is defined in 2 CFR § 200.40, from the Coronavirus Relief Fund, designated within Title V, section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, P.L. 116-136, 42 U.S.C. § 601 *et seq.* (the "CARES Act"), the State of Idaho ("State") created the Idaho Rebounds - Municipal Small Business Grant ("MSBG") program to help local businesses and organizations affected by COVID-19 pandemic, enabling cities and counties to provide aid within their community, including by the provision of economic support to those suffering from employment or business interruptions due to COVID-19-related business closures or limitations; and

WHEREAS, pursuant to the State's approval of Meridian's MSBG program on September 11, 2020, City seeks to disburse MSBG funds to Meridian small businesses for the reimbursement of expenses incurred due to the COVID-19 pandemic, as set forth in Title V, section 5001 of the CARES Act; Idaho Governor's Executive Order Nos. 2020-07, 2020-08, and 2020-08A; U.S. Treasury's Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments (Dated June 30, 2020); Idaho Rebounds – Municipal Small Business Grant Program Description and Guidance; and the City's MSBG program guidelines (collectively, "MSBG Rules"); and

WHEREAS, Grantee submitted to City a complete application for MSBG funds, including all related materials; and City and Grantee wish to enter into a cooperative agreement for the investment of MSBG funds for the purposes described therein; and

WHEREAS, it is acknowledged by the Parties that although the State has approved the Meridian MSBG program and has generally committed the funds as set forth in this Agreement for such purpose, availability of these funds to City, and thus to Grantee, is subject to the State's approval of Grantee's application and release of such funds to City, and that City's obligation to provide funding to Grantee under this Agreement is provisional, pending the approval and release of such funds to City;

NOW, THEREFORE, in consideration of the mutual covenants of the parties, the Parties agree as follows:

I. STATEMENT OF WORK

A. Activities. Grantee shall use City's MSBG funds in an amount not to exceed Six Thousand, Three Hundred, Fifty-eight Dollars and Thirty-eight Cents (\$6,358.38), for the approved expenses, as set forth in *Exhibit A*. Grantee shall utilize MSBG funds granted hereunder in a manner consistent with this Agreement, the MSBG Rules.

B. Current eligibility. Grantee certifies that Grantee is eligible to receive MSBG funds, and that

Grantee meets each of the following criteria:

1. Grantee has 500 or fewer employees.
2. Grantee is a business operating in the City of Meridian, Idaho city limits.
3. Grantee has an official EIN.
4. Grantee is an Idaho-domiciled business.
5. Grantee incurred and paid the expenses for which the MSBG funds are awarded.
6. Grantee has incurred expense caused by COVID-19 related incidents, decisions, or qualified business interruption (e.g., local closure orders, need for personal protective equipment, social distancing requirements, increased costs, disrupted supply network, etc.).
7. The expenses for which the MSBG funds are awarded were incurred between June 20, 2020 and December 30, 2020.
8. Grantee has not received funds for the expenses for which the MSBG funds are awarded from other COVID-19 grant programs.
9. Grantee does not exist for the purpose of advancing partisan political activities or the business does not directly lobby federal or state officials, defined as having had a registered lobbyist at any point during 2020.
10. Grantee is compliant in all respects with all COVID-19 related orders, laws, ordinances, and regulations.

C. Ongoing eligibility; duplication of benefits. Grantee shall notify City immediately if, for any reason, Grantee no longer qualifies for MSBG funds due to a change in compliance with one or more of the enumerated eligibility criteria. If Grantee receives or applies for other funding sources for the expenses described in this Agreement, Grantee shall immediately notify the City's Economic Development Administrator.

D. Reimbursement Procedures. City shall provide to Grantee the MSBG funds awarded for the approved expenses, as set forth in *Exhibit A*, up to ten thousand dollars (\$10,000.00), within thirty (30) days of receipt of the specified funds by City.

E. Disclosure and retention of records. Grantee acknowledges and understands that records submitted for the purposes of applying for MSBG funds; compliance with the terms of this Agreement or law; and/or audit by City, State, or federal agency shall be public records subject to disclosure by City and/or State pursuant to such agencies' respective obligations to comply with the Idaho Public Records Act ("IPRA"), and may be posted online by the State of Idaho. Insofar as such records are exempt from disclosure under IPRA or other provision of law, City shall make reasonable efforts to avoid and/or prevent their disclosure. Grantee shall retain all records pertinent to the expenditures incurred under this Agreement for a period of five (5) years after completion of all activities funded under this Agreement. The name of the business and the amount of grant funds received will be identified on the transparent.idaho.gov website and on the City of Meridian's Economic Development webpage, and may be disclosed upon request in accordance with the Idaho Public Records Act.

II. GENERAL CONDITIONS

A. Contingent on funding. It is acknowledged by the Parties that although the State has approved the Meridian MSBG program and the State has generally committed the funds as set forth in this Agreement for such purpose, availability of MSBG funds to City, and thus to Grantee, is subject to the State's approval of Grantee's application and release of such funds to City. Unless and until

the State approves Grantee's application and releases the funds to City, City shall have no contractual, legal, or equitable obligation to Grantee, whether under this Agreement or by any other legal or equitable claim. In the event that MSBG funds for the purposes set forth in this Agreement are not made available to City, this Agreement shall be void, and City shall have no obligation to Grantee, whether under this Agreement or under any legal or equitable claim.

- B. Notices.** All 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, addressed as follows:

If to City:

City of Meridian
Attn: Economic Development Administrator
33 E. Broadway Avenue
Meridian, Idaho 83642

If to Grantee:

Vertical View LLC
Attn: Tyson Gray, Owner
3850 E. Mackay Ct
Meridian, ID 83642

Either party may change its authorized representative and/or address for the purpose of this paragraph by giving written notice of such change to the other party in the manner herein provided.

- C. Indemnity.** Grantee, and each and all of its employees, agents, contractors, officials, officers, servants, guests, and/or invitees shall hold harmless, defend and indemnify City from and for all losses, claims, actions, liabilities, and/or judgments for: damages or injury to persons or property and/or losses and expenses caused or incurred by Grantee and/or its employees, agents, contractors, officials, officers, servants, guests, and/or invitees; and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement and not caused by or arising out of the tortious conduct of City or any employee, contractor, or agent thereof. Grantee acknowledges that participation in this program carries risks, some of which may be unknown, and does agree to assume all such known or unknown risks.
- D. Uniform compliance requirements.** Grantee shall comply with applicable uniform administrative requirements, cost principles, and audit requirements for federal awards, as described in 2 CFR §§ 200 *et. seq.*
- E. Nondiscrimination.** Grantee will not discriminate against any employee or applicant for employment or services because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status or status with regard to public assistance.
- F. Termination.** Either Party may terminate this Agreement for cause by providing written notice to the other of the basis of termination. The defaulting Party shall have five (5) days to cure the deficiency or non-compliance. If the deficiency or non-compliance is not cured within this time period, the other Party shall terminate this Agreement for cause. In addition to termination of this Agreement and/or any other remedies as provided by law, City may declare Grantee ineligible for any further participation in City grant programming.
- 1. Termination for convenience.** City may terminate this Agreement by, at least thirty (30) days before the effective date of such termination, giving written notice to Grantee of such termination and specifying the effective date thereof.
 - 2. Termination for cause.** Termination of this Agreement, in whole or in part, may occur for cause, which shall include, but shall not be limited to, the following:

- a. Failure to comply with any provision of this Agreement, the MSBG Rules, or any rule, regulation, statute, executive order, or U.S. Treasury, State, or City guideline, policy or directive as may become applicable at any time;
- b. Failure to fulfill in a timely and proper manner its obligations under this Agreement;
- c. Improper use of funds provided under this Agreement; or
- d. Submission of receipts, reports, or documents that are incorrect or incomplete in any material respect.

3. **Void if funds not available.** In the event that MSBG funds for the purposes set forth in this Agreement are not made available to City, this Agreement shall be void, and City shall have no obligation to Grantee, whether under this Agreement or under any legal or equitable claim.

G. Repayment. In the event of termination for cause attributable to Grantee's acts or omissions, Grantee shall, within fourteen (14) days of City's demand, reimburse City for all MSBG funds disbursed.

H. Assignment. Grantee shall not assign or transfer any interest in this agreement without prior written consent of City.

I. Non-waiver. Failure of either party to promptly enforce the strict performance of any term of this Agreement shall not constitute a waiver or relinquishment of any party's right to thereafter enforce such term, and any right or remedy hereunder may be asserted at any time, notwithstanding delay in enforcement.

J. Compliance with law. Throughout the course of this Agreement, Grantee shall comply with any and all applicable federal, state, and local laws.

K. Exhibits. All exhibits to this Agreement are incorporated by reference and made a part of hereof as if the exhibits were set forth in their entirety herein.

L. Entire Agreement. This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith. The parties hereto may amend this Agreement at any time provided that such amendments are executed in writing, approved by City's governing body, and signed by a duly authorized representative of each party.

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.

GRANTEE:

Vertical View LLC



 Tyson Gray, Owner/Manager

CITY:

City of Meridian

Attest:

By: Robert B. Simison, Mayor

Chris Johnson, City Clerk

EXHIBIT A: APPROVED EXPENSES

Eligible Expense	Amount
Hand Sanitizer - Amazon	111.24
Masks - Costco	50.84
Masks - Amazon	189.00
Intermountain Gas - July (47.34)	25.06
Intermountain Gas - August	28.29
Intermountain Gas - September	28.29
CenturyLink - July	223.71
CenturyLink - August	220.90
CenturyLink - September	221.51
Idaho Power - July	1702.51
Idaho Power - August	1984.06
Idaho Power - September	1572.97
Total Eligible Expenses	6,358.38
GRANT AWARD	\$6,358.38