

**FIRST AMENDMENT TO
AGREEMENT BETWEEN CITY OF MERIDIAN AND
ALMA SPORTS LLC FOR IDAHO REBOUNDS – MUNICIPAL SMALL BUSINESS
GRANT FUNDS**

This First Amendment to Agreement Between City of Meridian and Alma Sports LLC for Idaho Rebounds – Municipal Small Business Grant Funds (“First Amendment”) is entered into this ____ day of _____, 2021 (“Effective Date”), by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho (“City”) and Alma Sports LLC, a limited liability company organized under the laws of the state of Idaho (“Grantee”).

WHEREAS, the Parties seek by this First Amendment to modify the Agreement Between City of Meridian and Grantee for Idaho Rebounds – Municipal Small Business Grant Funds (“Agreement”);

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

I. SECTION I.A. AMENDED. Section I.A of the Agreement shall be amended to read as follows:

A. Activities. Grantee shall use City’s MSBG funds in an amount not to exceed Eight Thousand, Two Hundred, Twenty-nine Dollars and Eighty Cents (\$8,229.80), 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.

II. SECTION I.D AMENDED. Section I.D of the Agreement shall be amended to read as follows:

D. Reimbursement Procedures. City shall provide to Grantee the MSBG funds awarded for the approved expenses, as set forth in *Exhibit A*, up to fifteen thousand dollars (\$15,000.00), within thirty (30) days of receipt of the specified funds by City.

III. NO ADDITIONAL MODIFICATIONS. The Parties agree that except as expressly modified by this First Amendment, all provisions of the original Agreement, including recitals and exhibits thereto, shall remain in full force and effect. No other understanding, whether oral or written, whether made prior to or contemporaneously with this First Amendment shall be deemed to enlarge, limit or otherwise affect the operation of the Agreement or this amendment thereto.

IN WITNESS WHEREOF, the parties shall cause this First Amendment to be executed by their duly authorized officers to be effective as of the Effective Date first above written.

GRANTEE:

Alma Sports LLC



Mark Phillips, Owner/Manager

CITY OF MERIDIAN:

BY: _____

Robert E. Simison, Mayor

Attest: _____

Chris Johnson, City Clerk

EXHIBIT A: APPROVED EXPENSES

Previously Approved Expenses

Eligible Expense	Amount
June Rent-\$900 Partial Payment, Prorated	329.94
July Rent - Partial Payment	937.00
August Rent - Partial Payment	600.00
September Rent - Partial Payment	837.00
October Rent - Partial Payment	987.00
November Rent	1037.00
Member Entry System	1200.00
Member Entry System	35.00
Idaho Power - July (84.84) Prorated	14.63
Idaho Power - August	103.54
Idaho Power - September	117.92
Idaho Power - October	84.48
Idaho Power - November	76.49
Sparklight - June (74.66) Prorated	27.37
Sparklight - July	77.33
Sparklight - August	76.00
Sparklight - September	79.00
Sparklight - October	75.11
Sparklight - November	75.39
Total Eligible Expenses	6,770.20

GRANT AWARD

\$6,770.20

Current Request

Eligible Expense	Amount
July Rent - Remaining Due	900.00
August Rent - Remaining Due	1237.00
September Rent - Remaining Due	1000.00
October Rent - Remaining Due	850.00
November Rent - Remaining Due	800.00
December Rent	1837.00
Idaho Power - December	81.59
Idaho Power - January (Due Date)	84.03
Sparklight - December	74.98
Camera to Record Classes	529.99
Memory Card	42.39
Computer to Stream/Edit Recorded Classes	847.99
Total Eligible Expenses	8,284.97

GRANT AWARD #2

\$8,229.80

**AGREEMENT BETWEEN CITY OF MERIDIAN AND
E. JAMES PARIS SCHOOL OF MUSIC FOR IDAHO REBOUNDS – MUNICIPAL SMALL
BUSINESS GRANT FUNDS**

This Agreement is entered into this 16 day of JANUARY, 2021 by and between the City of Meridian, a municipal corporation organized under the laws of the state of Idaho ("City") and E. James Paris School of Music, a general business 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 one hundred sixty eight dollars (\$168), 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 fifteen thousand dollars (\$15,000.00), 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:

E. James Paris School of Music
ATTN: Ernest Paris
3048 W San Remo St
Meridian, ID 83646541

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.

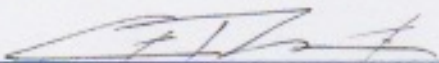
K. Exhibits. All exhibits to this Agreement are incorporated by reference and made a part of hereof as if the exhibits were set forth in their entirety herein.

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:

E. James Paris School of Music



Ernest Paris

CITY:

City of Meridian

Attest:

By: Robert E. Simison, Mayor

Chris Johnson, City Clerk

EXHIBIT A: APPROVED EXPENSES

Eligible Expense	Invoice Date	Amount
Dunkley Music	8/10/2020	9.00
Dunkley Music	9/15/2020	21.00
Dunkley Music	10/15/2020	36.00
Dunkley Music	11/17/2020	48.00
Dunkley Music	12/18/2020	54.00
Total Eligible Expenses		168.00
Approved Amount		168.00

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

This Agreement is entered into this _____ day of _____, 2021 by and between the City of Meridian, a municipal corporation organized under the laws of the state of Idaho ("City") and La Creme, 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 fifteen thousand dollars (\$15,000), 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 fifteen thousand dollars (\$15,000.00), 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:

La Creme, LLC

ATTN: Brice Arave, Owner

3690 E Monarch Sky Ln #110

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:

La Creme, LLC



Brice Arave, Owner

CITY:

City of Meridian

Attest:

By: Robert E. Simison, Mayor

Chris Johnson, City Clerk

EXHIBIT A: APPROVED EXPENSES

Eligible Expense	Amount
Rent - July	5756.88
Rent - August	5756.88
Rent - September	5756.88
NNN - July	2936.13
NNN - August	2936.13
NNN - September	2936.13
Total Eligible Expenses	26,079.03
Approved Amount	15,000.00

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

This Agreement is entered into this 17th day of January, 2021 by and between the City of Meridian, a municipal corporation organized under the laws of the state of Idaho ("City") and Yost Construction 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 seven thousand one hundred seventy one dollars and seventy four cents (\$7,171.74), 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 fifteen thousand dollars (\$15,000.00), 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:

Yost Construction LLC
ATTN: Norman Yost, Owner/Operator
1740 E. Fairview Ave
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:

Yost Construction LLC



Norman Yost, Owner/Operator

CITY:

City of Meridian

Attest:

By: Robert E. Simison, Mayor

Chris Johnson, City Clerk

EXHIBIT A: APPROVED EXPENSES

Eligible Expense	Amount
Supplies - Inv. #817165	25.50
Supplies - Inv. #812083	476.36
Supplies - Inv. #817157	94.58
Supplies - Inv. #818937	349.88
Supplies - Inv. #824271	3064.51
Supplies - Inv. #825005	34.44
Supplies - Inv. #826922	1976.42
Supplies - Inv. #834646	1150.05
Total Eligible Expenses	7,171.74