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

This Agreement is entered into this 9th 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 Apple, 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:	**If to Grantee:**
City of Meridian	Apple, LLC
Attn: Economic Development Administrator	ATTN: Blaine Jacobson
33 E. Broadway Avenue	2233 E Bluestem Ln
Meridian, Idaho 83642	Boise, ID 83706

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:
Apple, LLC

Blaine Jacobson
____
Blaine Jacobson

CITY:
City of Meridian

Attest:

____
By: Robert E. Simison, Mayor

____
Chris Johnson, City Clerk

EXHIBIT A: APPROVED EXPENSES

Eligible Expense	Amount
Rent	
9/1/2020	$3,910.00
10/1/2020	$3,910.00
11/1/2020	$3,910.00
12/3/2020	$3,910.00
Total Eligible Expenses	$15,640.00
Approved Amount	$15,000.00

FIRST AMENDMENT TO
AGREEMENT BETWEEN CITY OF MERIDIAN AND
BALARA LLC DBA THE GODDARD SCHOOL FOR IDAHO REBOUNDS – MUNICIPAL SMALL BUSINESS GRANT FUNDS

This First Amendment to Agreement Between City of Meridian and Balara LLC DBA The Goddard School for Idaho Rebounds – Municipal Small Business Grant Funds ("First Amendment") is entered into this 8 day of JANUARY, 2021 ("Effective Date"), by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho ("City") and Balara LLC DBA The Goddard School, 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 seven hundred thirty four dollars and thirty nine cents ($734.39), 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:
Balara LLC DBA The Goddard School

____
Rick Antl, Owner

CITY OF MERIDIAN:

BY: _______________________________ Attest: _______________________________
Robert E. Simison, Mayor Chris Johnson, City Clerk

EXHIBIT A: APPROVED EXPENSES

Previously Requested Expenses

Eligible Expense	Amount
Idaho Power - June	33.32
Idaho Power - July	498.68
Idaho Power - August	636.61
Idaho Power - September	445.09
Walmart - Face Masks	211.89
Target - Face Masks	127.20
Walmart - Thermometer	116.58
Amazon - Thermometer	127.18
Waxie - 6/24/20 Invoice - PPE	69.61
Waxie - 6/29/20 Invoice - PPE	272.37
Waxie - 7/6/20 Invoice - PPE	188.67
Waxie - 7/9/20 Invoice - PPE	125.78
Waxie - 7/22/20 Invoice - PPE	301.18
Waxie - 8/25/20 Invoice - PPE	125.78
Waxie - 8/31/20 Invoice - PPE	57.99
Waxie - 8/31/20 Invoice - PPE	219.59
Waxie - 8/11/20 Invoice - PPE	311.47
Waxie - 8/25/20 Invoice - PPE	283.96
Waxie - 9/17/20 Invoice - PPE	189.38
Waxie - 9/18/20 Invoice - PPE	475.47
Waxie - 9/22/20 Invoice - PPE	67.56
Waxie - 9/22/20 Invoice - PPE	222.49
Waxie - 10/2/20 Invoice - PPE	178.50
Waxie - 10/13/20 Invoice - PPE	87.16
Waxie - 10/13/20 Invoice - PPE	244.16
Walmart - Gloves	362.52
Total Eligible Expenses	5,980.19

Current Request

Eligible Expense	Amount
Idaho Power - December	336.14
Waxie - 11/19/20 Invoice - PPE	127.20
Waxie - 11/19/20 Invoice - PPE	145.27
Waxie - 11/23/20 Invoice - PPE	125.78
Total Eligible Expenses	734.39

AGREEMENT BETWEEN CITY OF MERIDIAN AND BIG AL'S III, INC. 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 Big Al's III, Inc., 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 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:	**If to Grantee:**
City of Meridian	Big Al's III, Inc.
Attn: Economic Development Administrator	ATTN: Kelley Gaylor
33 E. Broadway Avenue	1900 N Eagle Rd
Meridian, Idaho 83642	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:
Big Al's III, Inc.

Kelley Gaylor

CITY:
City of Meridian

Attest:

By: Robert E. Simison, Mayor

Chris Johnson, City Clerk

EXHIBIT A: APPROVED EXPENSES

Eligible Expense	Amount
Rent - November	76490.47
Total Eligible Expenses	76,490.47
Approved Amount	15,000.00

AGREEMENT BETWEEN CITY OF MERIDIAN AND BOISE BASIN LANDSCAPE & MAINTENANCE COMPANY, LLC FOR IDAHO REBOUNDS – MUNICIPAL SMALL BUSINESS GRANT FUNDS

This Agreement is entered into this 11 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 Boise Basin Landscape & Maintenance Company, 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:	**If to Grantee:**
City of Meridian	Boise Basin Landscape & Maintenance Company, LLC
Attn: Economic Development Administrator	ATTN: Robert Lee
33 E. Broadway Avenue	265 E. 5th Street
Meridian, Idaho 83642	Meridian, ID

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:
Boise Basin Landscape & Maintenance Company, LLC

Robert Lee
____
Robert Lee

CITY:

City of Meridian	Attest:
______________________________	______________________________
By: Robert E. Simison, Mayor	Chris Johnson, City Clerk

EXHIBIT A: APPROVED EXPENSES

Eligible Expense	Amount
Rent - December	2500.00
Rent – November	2500.00
Rent – October	2500.00
Rent – September	2500.00
Rent – August	2500.00
Rent – July	2500.00
Total Eligible Expenses	15,000.00
Approved Amount	15,000.00

AGREEMENT BETWEEN CITY OF MERIDIAN AND BRIGHT EYE COFFEE, LLC FOR IDAHO REBOUNDS – MUNICIPAL SMALL BUSINESS GRANT FUNDS

This Agreement is entered into this 11 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 Bright Eye Coffee, 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:	**If to Grantee:**
City of Meridian	Bright Eye Coffee, LLC
Attn: Economic Development Administrator	ATTN: Jessica Maschmann, Owner
33 E. Broadway Avenue	23188 Canyon Ln
Meridian, Idaho 83642	Caldwell, ID 83607

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:
Bright Eye Coffee, LLC

Jessica Maschmann

Jessica Maschmann, Owner

CITY:
City of Meridian

Attest:

By: Robert E. Simison, Mayor

Chris Johnson, City Clerk

EXHIBIT A: APPROVED EXPENSES

Eligible Expense	Amount
Rent - Aug/Sept/Oct	16,254.30
Total Eligible Expenses	16,254.30
Approved Amount	15,000.00

AGREEMENT BETWEEN CITY OF MERIDIAN AND C75 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 C75 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:	**If to Grantee:**
City of Meridian	C75 LLC
Attn: Economic Development Administrator	ATTN: Michael Weems, Owner
33 E. Broadway Avenue	11413 W Fenchurch Ct.
Meridian, Idaho 83642	Boise, ID 83709

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:
C75 LLC

Michael Weems
____
Michael Weems, Owner

CITY:

City of Meridian	Attest:
____________________________	____________________________
By: Robert E. Simison, Mayor	Chris Johnson, City Clerk

EXHIBIT A: APPROVED EXPENSES

Eligible Expense	Amount
Rent - October	5354.13
Rent - November	5354.13
Rent - December	5354.13
Total Eligible Expenses	16,062.39
Approved Amount	15,000.00

AGREEMENT BETWEEN CITY OF MERIDIAN AND FCO MERIDIAN 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 FCO MERIDIAN 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:	If to Grantee:
City of Meridian	FCO MERIDIAN LLC
Attn: Economic Development Administrator	ATTN: LISA LUMSDEN, Owner
33 E. Broadway Avenue	3268 S Temperance Way
Meridian, Idaho 83642	Boise, ID 83706

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:
FCO MERIDIAN LLC

Lisa Lumsden

LISA LUMSDEN, Owner

CITY:
City of Meridian

Attest:

By: Robert E. Simison, Mayor

Chris Johnson, City Clerk

EXHIBIT A: APPROVED EXPENSES

Eligible Expense	Amount
Rent - Sept/Oct/Nov/Dec	24,055.48
Total Eligible Expenses	24,055.48
Approved Amount	15,000.00

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

This First Amendment to Agreement Between City of Meridian and Homestead Bar and Grill LLC for Idaho Rebounds – Municipal Small Business Grant Funds ("First Amendment") is entered into this 5th day of Jan, 2021 ("Effective Date"), 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 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 five thousand dollars ($5,000), 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.

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:
Homestead Bar and Grill LLC

ZKiebel
Zachary Kiebel, Owner

CITY OF MERIDIAN:

BY: ______________________________ Attest: ______________________________
Robert E. Simison, Mayor Chris Johnson, City Clerk

EXHIBIT A: APPROVED EXPENSES

Previously Requested Expenses

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

Current Request

Eligible Expense	Amount
Rent - October	5971.00
Total Eligible Expenses	5,971.00
Approved Amount	5,000.00

AGREEMENT BETWEEN CITY OF MERIDIAN AND KEXC INC. DBA EXPRESS CAFE FOR IDAHO REBOUNDS – MUNICIPAL SMALL BUSINESS GRANT FUNDS

This Agreement is entered into this 9th day of Jun, 2021 by and between the City of Meridian, a municipal corporation organized under the laws of the state of Idaho ("City") and Kexc Inc. Dba Express Cafe, 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 eight hundred four dollars and six cents ($10,804.06), 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:	**If to Grantee:**
City of Meridian	Kexc Inc. Dba Express Cafe
Attn: Economic Development Administrator	ATTN: Kenneth Marler, Owner Operator
33 E. Broadway Avenue	400 E Fairview Ave
Meridian, Idaho 83642	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:
Kexc Inc. Dba Express Cafe

____
Kenneth Marler, Owner Operator

CITY:
City of Meridian

Attest:

____
By: Robert E. Simison, Mayor

____
Chris Johnson, City Clerk

EXHIBIT A: APPROVED EXPENSES

Eligible Expense	Amount
Allstream/Integra - June	69.26
Allstream/Integra - July	162.18
Allstream/Integra - August	139.54
Allstream/Integra - September	139.54
Allstream/Integra - October	139.54
Allstream/Integra - November	139.67
Allstream/Integra - December	139.67
Amazon PPE - 6/30/2020	15.89
Amazon PPE - 11/17/2020	104.10
Sysco	2580.61
Shamrock	2994.57
US Foods	2977.78
Fikes - PPE - 9/11/2020	46.00
Fikes - PPE - 10/9/2020	46.00
Fikes - PPE - 12/2/2020	46.00
Intermountain Gas - July	63.86
Intermountain Gas - August	141.31
Intermountain Gas - September	132.73
Intermountain Gas - October	171.08
Intermountain Gas - November	211.42
Intermountain Gas - December	343.32
Total Eligible Expenses	10,804.06

AGREEMENT BETWEEN CITY OF MERIDIAN AND MERIDIAN CHAMBER OF COMMERCE FOR IDAHO REBOUNDS – MUNICIPAL SMALL BUSINESS GRANT FUNDS

This Agreement is entered into this 8 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 Meridian Chamber of Commerce, a nonprofit organization 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 four thousand five hundred forty four dollars and four cents ($4,544.04), 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:	**If to Grantee:**
City of Meridian	Meridian Chamber of Commerce
Attn: Economic Development Administrator	ATTN: Sean Evans, CEO
33 E. Broadway Avenue	PO Box 7
Meridian, Idaho 83642	Meridian, ID 83680

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:
Meridian Chamber of Commerce

____
Sean Evans, CEO

CITY:
City of Meridian

Attest:

____
By: Robert E. Simison, Mayor

____
Chris Johnson, City Clerk

EXHIBIT A: APPROVED EXPENSES

Eligible Expense	Amount
Video Camera and microphone/Amazon	370.86
Teleprompter/Amazon	92.81
LogMeIn	63.00
Camera Tripod/Amazon	44.51
Lighting Kit/Amazon	148.39
Speakers/Amazon	74.19
HDMI Splitter and Hub/Amazon	23.18
Microphones/Amazon	184.32
Uberconference/10/13/2020	40.00
Uberconference/11/13/2020	40.00
USB connection/Home Depot	85.83
Microphone Adapter and Tripod/Amazon	56.12
Streamyard/11/16/2020	49.00
Adapters/Amazon	24.28
Undeliverable Adapters/Amazon	-13.77
LogMeIn/9/26/2020	63.00
Streamyard/10/20/2020	49.00
LogMeIn/08/26/2020	63.00
Speakers/Fred Meyer	74.18
Uberconference/09/13/2020	40.00
Streamyard/09/16/2020	49.00
LogMeIn/07/26/2020	63.00
USB C Hub and microphone/Amazon	129.30
8" Ring Light/Amazon	39.21
Uberconference/08/13/2020	40.00
Streamyard/08/16/2020	49.00
LogMeIn/6/266/2020	63.00
Uberconference/07/13/2020	40.00
Streamyard/07/16/2020	49.00
Intermountain Gas/06/30/2020	3.69
Intermountain Gas/07/30/2020	11.37
Intermountain Gas/08/28/2020	11.91
Intermountain Gas/09/30/2020	11.91
Intermountain Gas/10/28/2020	18.59
Sparklight/July 2020	167.45
Sparklight/August 2020	167.45
Sparklight/September 2020	167.45
Sparklight/October 2020	167.45
Sparklight/November 2020	167.45
Sparklight/December 2020	167.45
Enhanced Telecommunications/July 2020	151.25
Enhanced Telecommunications/Aug. 2020	151.25
Enhanced Telecommunications/Sept. 2020	151.25
Enhanced Telecommunications/Oct. 2020	151.25
Enhanced Telecommunications/Nov. 2020	151.25
Idaho Power/July 2020	65.56
Idaho Power/August 2020	186.68

Idaho Power/September 2020	169.46
Idaho Power/October. 2020	98.16
Idaho Power/November 2020	112.35
Total Eligible Expenses	4,544.04

AGREEMENT BETWEEN CITY OF MERIDIAN AND MUSCLE FOODS 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 Muscle Foods 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 One Thousand, Four Hundred, Fifty Dollars ($1,450.00), 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:
Muscle Foods LLC
Attn: Jackline Melesio, Owner/Manager
1785 E. Cave Falls Street
Kuna, ID 83634

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:
Muscle Foods LLC

____
Jackline Melesio, Owner/Manager

CITY:
City of Meridian

____
By: Robert E. Simison, Mayor

Attest:

____
Chris Johnson, City Clerk

EXHIBIT A: APPROVED EXPENSES

Eligible Expense	Amount
Eligible June Use Rent	88.00
July Advance Rent	135.00
July Use Rent	60.00
August Advance Rent	135.00
August Use Rent	197.00
September Advance Rent	135.00
September Use Rent	98.00
October Advance Rent	135.00
October Use Rent	49.00
November Advance Rent	135.00
November Use Rent	148.00
December Advance Rent	135.00
Total Eligible Expenses	1,450.00

GRANT AWARD	**$1,450.00**

AGREEMENT BETWEEN CITY OF MERIDIAN AND PACTT INC. FOR IDAHO REBOUNDS – MUNICIPAL SMALL BUSINESS GRANT FUNDS

This Agreement is entered into this 8TH 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 PACTT Inc., a general business 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:	**If to Grantee:**
City of Meridian	PACTT Inc.
Attn: Economic Development Administrator	ATTN: Clint Welch
33 E. Broadway Avenue	11320 W.Water Birch St.
Meridian, Idaho 83642	Star, ID 83669

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:
PACTT Inc.

Clint Welch

Clint Welch

CITY:
City of Meridian

Attest:

By: Robert E. Simison, Mayor

Chris Johnson, City Clerk

EXHIBIT A: APPROVED EXPENSES

Eligible Expense	Amount
Rent - August	3704.00
Rent - September	3704.00
Rent - October	4275.00
Rent - November	4275.60
Rent - December	3704.00
Total Eligible Expenses	19,662.60
Approved Amount	15,000.00

AGREEMENT BETWEEN CITY OF MERIDIAN AND PIVOT OPERATIONS, 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 Pivot Operations, 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 ($15,000.00), 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:	If to Grantee:
City of Meridian	Pivot Operations, LLC
Attn: Economic Development Administrator	Attn: Kristin Savola, Owner
33 E. Broadway Avenue	455 E. Cave Court
Meridian, Idaho 83642	Boise, ID 83702

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:
Pivot Operations, LLC

____
Ryan Cleverley, Governor/Manager

CITY:
City of Meridian

____
By: Robert E. Simison, Mayor

Attest:

____
Chris Johnson, City Clerk

EXHIBIT A: APPROVED EXPENSES

Eligible Expense	Amount
Rent - September	29,905.63
Total Eligible Expenses	29,905.63

GRANT AWARD **$15,000.00**

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

This Agreement is entered into this 8th 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 Ritchie Agency 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 twelve thousand three hundred thirteen dollars and ninety eight cents ($12,313.98), 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:	If to Grantee:
City of Meridian	Ritchie Agency LLC
Attn: Economic Development Administrator	ATTN: Bruce Ritchie
33 E. Broadway Avenue	3120 W Belltower Dr. Ste. 175
Meridian, Idaho 83642	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:
Ritchie Agency LLC

____
Bruce Ritchie

CITY:
City of Meridian

____
By: Robert E. Simison, Mayor

Attest:

____
Chris Johnson, City Clerk

EXHIBIT A: APPROVED EXPENSES

Eligible Expense	Amount
Rent - July/Aug/Sept/Oct/Nov/Dec	11,777.10
Utility - Sparklight	536.88
Total Eligible Expenses	12,313.98
Approved Amount	12,313.98

**FIRST AMENDMENT TO
AGREEMENT BETWEEN CITY OF MERIDIAN AND
TREASURE VALLEY FOOT AND ANKLE, PLLC FOR IDAHO REBOUNDS – MUNICIPAL
SMALL BUSINESS GRANT FUNDS**

This First Amendment to Agreement Between City of Meridian and Treasure Valley Foot and Ankle, PLLC for Idaho Rebounds – Municipal Small Business Grant Funds ("First Amendment") is entered into this ____ day of ____________, 2020 ("Effective Date"), by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho ("City") and Treasure Valley Foot and Ankle, PLLC, a professional 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 Five Thousand Dollars ($5,000.00), 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:
Treasure Valley Foot and Ankle, PLLC

____
Clark Johnson, Owner/Member

CITY OF MERIDIAN:

BY: ______________________________ Robert E. Simison, Mayor

Attest: ______________________________ Chris Johnson, City Clerk

EXHIBIT A: APPROVED EXPENSES

Previously Approved Expenses

Eligible Expense	Amount
July Rent	2000.00
August Rent	3178.91
September Rent	3178.91
October Rent	3178.91
Total Eligible Expenses	11,536.73

GRANT AWARD **$10,000.00**

Current Request

Eligible Expense	Amount
November Rent	3178.91
December Rent	3271.22
Total Eligible Expenses	6,450.13

GRANT AWARD #2 **$5,000.00**

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

This First Amendment to Agreement Between City of Meridian and Vertical View 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 Vertical View 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 Four Thousand, Four Hundred, Ninety-seven Dollars and Eight Cents ($4,497.08), 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:
Vertical View LLC

Tyson Gray

Tyson Gray, Owner/Manager

CITY OF MERIDIAN:

BY: ______________________________ Attest: ______________________________
Robert E. Simison, Mayor Chris Johnson, City Clerk

EXHIBIT A: APPROVED EXPENSES

Previously Approved

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**

Current Request

Eligible Expense	Amount
Masks, Cleaning Supplies - Costco	225.71
Intermountain Gas - October	159.71
Intermountain Gas - November	271.80
CenturyLink - October	226.46
CenturyLink - November	224.51
Idaho Power - October	1085.87
Idaho Power - November	1006.41
Idaho Power - December	1296.61
Total Eligible Expenses	4,497.08

GRANT AWARD #2 **$4,497.08**