

AGREEMENT BETWEEN CITY OF MERIDIAN AND MERIDIAN CHAMBER OF COMMERCE FOR IDAHO REBOUNDS FUNDS

This Agreement is entered into this _____ day of September, 2020 by and between the City of Meridian, a municipal corporation organized under the laws of the state of Idaho ("City") and the Meridian Chamber of Commerce, a non-profit organization organized under the laws of the state of Idaho ("Chamber").

WHEREAS, due to the COVID-19 public health emergency, businesses in Meridian have suffered closures, loss of employment and loss of revenue, as well as operational challenges related to physical distancing requirements, gathering size controls, and heightened sanitation advisories;

WHEREAS, to help address these challenges, the City of Meridian has partnered with the Meridian Chamber of Commerce to develop both an educational program to help businesses develop operational plans under the State of Idaho's reopening plan, and a long-term marketing plan to support business operations, re-instill consumer confidence and engage the community throughout the ongoing public health crisis ("Project");

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 Governor's Coronavirus Financial Advisory Committee ("CFAC"), at its meeting on August 17, 2020, preapproved City's request for funding of the Keep Meridian Healthy & Open for Business Program, as set forth in *Exhibit A* hereto;

WHEREAS, City seeks to disburse CARES Act funds to the Chamber for the reimbursement of expenses incurred according to the budget set forth in *Exhibit B* hereto 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) (collectively, "CARES Act Rules"); and

WHEREAS, City and Chamber wish to enter into a cooperative agreement for the investment of CARES Act funds for the purposes described therein;

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

I. STATEMENT OF WORK

A. Activities. Chamber shall use CARES Act funds in an amount not to exceed thirty-six thousand, four hundred and forty dollars and eighty-three cents (\$36,440.83), to purchase the goods and services set forth in the itemized budget set forth in *Exhibit B*. Chamber shall utilize CARES Act funds granted hereunder in a manner consistent with this Agreement and the CARES Act Rules.

- B. Current eligibility.** Chamber certifies that Chamber is eligible to receive CARES Act funds, and that Chamber meets each of the following criteria:
1. Chamber has an official EIN.
 2. Chamber has a Dun & Bradstreet (DUNS) number.
 3. Chamber is not federally debarred from receiving funds.
 4. Chamber has not received funds for the expenses for which these CARES Act funds are awarded from other COVID-19 grant or loan programs including, but not limited to, the Small Business Administration Paycheck Protection Program and Idaho Rebounds Grant Program.
 5. Chamber 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.
 6. Chamber is compliant in all respects with all COVID-19 related orders, laws, ordinances, and regulations.

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

D. Reimbursement Procedures.

1. **Getting Back to Business phase.** Following delivery to Chamber of the goods and services specified in the Getting Back to Business phase of the Project, as described in *Exhibit B*, submission of receipts, verification of same by City, City shall submit to CFAC a request for CARES Act funds for Project in the amount of ten thousand forty dollars and eighty-three cents (\$10,040.83). Within thirty (30) days of receipt of the requested CARES Act funds by City, City shall provide this amount to Chamber.
2. **Re-engagement Marketing phase.** Following delivery to Chamber of the goods and services specified in the Re-engagement Marketing phase of the Project, as described in *Exhibit B*, submission of receipts, verification of same by City, City shall submit to CFAC a request for CARES Act funds for Project in the amount of twenty-six thousand, four hundred dollars (\$26,400.00). Within thirty (30) days of receipt of the requested CARES Act funds by City, City shall provide this amount to Chamber.

The total amount disbursed from City to Chamber under this Agreement shall not exceed thirty-six thousand, four hundred and forty dollars and eighty-three cents (\$36,440.83).

- E. Disclosure and retention of records.** Chamber acknowledges and understands that records submitted for the purposes of 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. Chamber 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 amount and recipient of CARES Act funds disbursed 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. 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 Chamber:

Meridian Chamber of Commerce
Attn: Sean Evans
215 E. Franklin Road
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.

- B. Indemnity.** Chamber, 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 Chamber 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. Chamber 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.
- C. Uniform compliance requirements.** Chamber shall comply with applicable uniform administrative requirements, cost principles, and audit requirements for federal awards, as described in 2 CFR §§ 200 *et. seq.* This includes, without limitation:
1. Chamber is prohibited from contracting with any party that is suspended or debarred, i.e., listed on the governmentwide exclusions in the System for Award Management (2 CFR Part 200, Appendix II, section (H)).
 2. Chamber must take all necessary affirmative steps to assure that small businesses, minority businesses, women's business enterprises, and labor surplus area firms are used when possible (2 CFR § 200.321).
 3. If Chamber enters into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work, Chamber must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements" (2 CFR Part 200, Appendix II, section (F)).
 4. Chamber shall not use CARES Act funds for lobbying, political activities, or influencing or attempting to influence an officer or employee of any government agency (2 CFR Part 200, Appendix II, section (I); 31 U.S.C. § 1352; the Hatch Act (Title V, Chapter 15, U.S.C.)).
- D. Nondiscrimination.** Chamber 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.

- E. 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 Chamber ineligible for any further participation in City grant programming.
1. **Termination for convenience.** Either party may terminate this Agreement by, at least thirty (30) days before the effective date of such termination, giving written notice to the other party 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 CARES Act Rules, or any rule, regulation, statute, executive order, or U.S. Treasury or CFAC guidelines, policies or directives 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.
- F. Repayment.** In the event of termination for cause attributable to Chamber's acts or omissions, Chamber shall, within fourteen (14) days of City's demand, reimburse City for all CARES Act funds disbursed.
- G. Assignment.** Chamber shall not assign or transfer any interest in this agreement without prior written consent of City.
- H. 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.
- I. Compliance with law.** Throughout the course of this Agreement, Chamber shall comply with any and all applicable federal, state, and local laws.
- J. 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.
- K. 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.

MERIDIAN CHAMBER OF COMMERCE:



By: Sean Evans, Executive Director

CITY OF MERIDIAN:

Attest:

By: Robert E. Simison, Mayor

Chris Johnson, City Clerk

Exhibit A

Meridian Business Recovery – “Keeping Meridian Healthy” Business Assistance Programs

Adjust. Recover. Thrive.

Business recovery efforts of the City of Meridian, in partnership with the Meridian Chamber of Commerce, align with recent direction of the Coronavirus Financial Advisory Committee to support local businesses as well as the Governor’s Economic Rebound Advisory Committee’s three key recovery phases: Rebuilding Employee and Consumer Confidence, Stabilizing and Growing Business, and Business Promotion and Attraction.

Recovery goals are to minimize current and future impacts on local businesses, retain jobs, and facilitate recovery and economic growth. Proactive, extensive outreach is essential in order to inform, connect with and assist businesses in their recovery, as well as re-instill consumer confidence in the community.

Nearly thirty percent of Meridian jobs fall into three of the industry sectors most impacted (illustrated through Ada County unemployment filings) by COVID-19 restrictions and closures: Retail Trade, Accommodations/Food Services, and Arts/Entertainment/Recreation.

While many efforts have been implemented by pulling existing staff from their normal duties and by engaging gracious volunteers, a robust marketing has been developed to maintain momentum and inform the community.

A. Getting Back to Business: Prioritize Safety

Rapid response guidance helped businesses re-open, under CDH guidelines, to protect the community against the spread of COVID-19. The *Keep Meridian Healthy & Open for Business* program (<https://keepmeridianhealthy.org/>) was created to educate and inform businesses on how to adjust their operations and/or physical space to adhere to State and Central District Health (CDH) guidelines under the Idaho Rebounds Four-Stage Plan. The program, free to businesses, kicked off on May 2, 2020 and has engaged nearly 300 committed participants to-date.

A series of 14 live industry-specific webinars with Q & A offered guidance from CDH professionals and others including business leaders who were already successfully implementing enhanced protocols, sharing real world guidance and experiences. Since the initial live broadcasts, dozens more have viewed the recordings available on the *Keep Meridian Healthy* website.

Industry-Specific Webinars

- | | |
|--|---|
| • Bars/Nightclubs | • Parks/Organized Youth Activities |
| • Corporate Offices and In-Home Services | • Place of Worship |
| • Financial Institutions | • Preschools/Day Cares/Educational Facilities |
| • General and Non-Specific Businesses | • Production/Distribution Facilities & Direct Sellers |
| • Indoor Gyms/Exercise Facilities | • Restaurants/Dining Rooms |
| • Medical Services | • Retail Shopping Centers |
| • Movie Theaters/Entertainment Venues | • Salons/Parlors: Hair, Nails, Tanning & Beauty |

The second element of the campaign is promoting the participating businesses that invested resources and took the additional steps to go beyond the basic guidelines. Communicating these commitments is essential in bringing employees back to work and fostering consumer confidence. After completion of

the webinars and confirmation of reopening stages, participants were provided with collateral materials to display and use online.

While all presenters volunteered their time, there were initial costs to kick off the program:

A. Getting Back to Business: Budget Scope

Logo, Collateral Material Design	\$2,231.25
1,000 – 4 x 6 <i>Keep Meridian Healthy & Open for Business</i> Window Clings	1,727.80
2,000 - 11 x 17 Poster for “We Checked the Boxes” Messaging	572.40
Website Development	2,650.00
Website Hosting	114.38
Contract Labor - Coordinate webinar schedules, registration, distribution of materials, business follow-up	2,745.00
Total Initial Costs	\$10,040.83

B. Re-engagement Marketing:

The biggest challenge for Meridian businesses today is re-engaging customers. While many Meridian businesses were able to take advantage of SBA EIDL and PPP grant and loan opportunities as well as Governor Little’s Rebound Grants, they still struggle with significant revenue reductions—simply put, fewer customers and clients are frequenting their businesses. While some businesses experienced small recovery victories as Idaho entered Phase 4, the recent spike in cases has impacted businesses a second time.

The City and Chamber seek to re-connect with participating businesses sharing reminders, new findings and successes, especially in response to the recent spike in cases in Ada County. The campaigns goal is also to reach businesses that did not participate initially. Funds are needed to achieve these goals and, more importantly, to re-instill consumer confidence by marketing the *Keep Meridian Healthy & Open for Business* program through geo-targeted advertising, local outdoor signage and social media, relaying the message that participating businesses have taken additional measures to protect employees and customers and are open for business.

B. Re-engagement Marketing: Budget Scope

Website Updates	400
Contract Labor – Business coordination/engagement, social media campaign	4,000
Advertising – Targeted local signage and digital media	22,000
Total Proposed Marketing Costs	\$26,400

Additional (Volunteer) Efforts

As the City of Meridian navigates the impacts of COVID-19 on our business community and economy, the City and the Meridian Chamber of Commerce continue to work together to provide assistance to businesses.

In an effort to help businesses increase visibility and sales and ease their cost burden, on May 12 the Meridian City Council passed fee waivers for three permits, in effect through the end of 2020. The permits allow businesses to display special signage, utilize adjacent outdoor space for promotional sales and expand outdoor dining space.

Business Continuity/Recovery Assistance: Business Revitalization Team

This team of volunteer professionals serves as conveners and mentors to navigate, educate and assist Meridian businesses on the road to recovery. Business strategies that were effective previously may need to be adjusted to respond to the “new normal,” whether that is temporary or becomes more permanent. Slight shifts may result in new, untapped markets. Fresh eyes may uncover new ways of evaluating operations and identifying opportunities.

Volunteers will work alongside small business owners, over a period of days, weeks or months, offering peer consulting to help businesses adjust, recover and thrive, becoming resilient and stronger in the process.

The Team’s initial business survey assists in assembling individual teams with the expertise to respond to the specific needs of each participating business in areas such as those listed below:

- Review operations for greater efficiencies
- Assess and implement short term and long term strategies
- Restructure debt, manage and enhance cash flow
- Evaluate potential new markets
- Renegotiate business agreements – leases, franchise fees, suppliers, customers
- Develop stakeholder—employee and customer/client—communication plans
- Position business to mitigate future risks and uncertainties



Exhibit B

Mayor Robert E. Simison

City Council Members:

Treg Bernt
Joe Borton
Luke Cavener

Brad Hoaglund
Jessica Perreault
Liz Strader

July 30, 2020

Request for reimbursement from the Coronavirus Relief Fund (CARES Act) distribution through the State of Idaho in accordance with the following references:

- I. U.S. Code Title V, Section 5001 of the CARES Act
- II. State of Idaho Executive Order No. 2020-07
- III. Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments (Dated April 22, 2020)

The City of Meridian is requesting approval and pre-approval for expenditures related to partnership efforts with the Meridian Chamber of Commerce to implement a business re-opening and sustaining business program due to the public health emergency from COVID-19. Due to the State Stay-at-Home Order.

Due to Statewide Stay-At-Home orders issued by the Idaho Governor, businesses in Meridian have suffered closures, loss of employment and loss of revenue during the COVID-19 public health emergency. Additionally, due to the health restrictions in place (gathering limitations, closure of bars and nightclubs, etc.), businesses have continued to struggle and face operational challenges as patrons are either unsure of business status, or uncertain of the safety protocols in place within businesses.

The City partnered with the Meridian Chamber of Commerce to develop both an educational program to help businesses develop operational plans under the States Reopening plan, and a long-term marketing plan to support on-going business operations through the ongoing public health crisis. This request, reflected in two phases, is in alignment with both the State Controllers guidance and the federal CARES Act funding requirements to help cover associated expenses to provide economic support due to the COVID-19 public health emergency.

Keeping Meridian Healthy & Open Initiative

	Item	Total Cost
A. Getting Back to Business		
	Logo Design	\$2,231.25
	Print Materials	\$2,300.20
	Website	\$2,764.38
	Contract Labor	\$2,745.00
	Subtotal	\$10,040.83
B. Re-engagement Marketing		
	Website Updates	\$400.00
	Contract Labor	\$4,000.00
	Advertising	\$22,000.00
	Subtotal	\$26,400.00
Total Program	Total	\$36,440.83

Justification: Specifically, these expenses are related to the provision of expenditures to help reimburse costs associated with business interruptions caused by required closures and prolonged, mandated restrictions due to COVID -19. These expenses were not accounted for in the most recently approved budget. These expenses will be incurred during the period of March 1, 2020 to December 30, 2020.

Costs associated with the first phase (A. Getting Back to Business) are provided as justification of incurred costs. Cost associated with phase two (B. Re-engagement Marketing) are estimates based on vendor & partner discussions. Invoicing and quotes for phase two will be provided upon pre-authorization and prior to request for reimbursement of funds to ensure accurate costs. The figures reflected in this pre-authorization estimate are a not-to-exceed request.

References:

<https://www.cdc.gov/coronavirus/2019-ncov/community/guidance-business-response.html>

<https://rebound.idaho.gov/business-specific-protocols-for-opening/>

<https://rebound.idaho.gov/stage-1-protocols-for-opening/>

<https://transparent.idaho.gov/transparentidaho/Pages/CARES-ApprovedExpenses.aspx>