

RECIPIENT AGREEMENT BETWEEN CITY OF MERIDIAN AND MERIDIAN SENIOR CENTER FOR FY23 NEIGHBORHOOD GRANT FUNDS

This RECIPIENT AGREEMENT BETWEEN CITY OF MERIDIAN AND MERIDIAN SENIOR CENTER FOR FY23 NEIGHBORHOOD GRANT FUNDS ("Agreement") is entered into this ____ day of _____, 2023 by and between the City of Meridian, a municipal corporation organized under the laws of the state of Idaho ("City") City, and Meridian Area Senior Citizens Association, a nonprofit organization organized under the laws of the state of Idaho, doing business as Meridian Senior Center ("Recipient").

WHEREAS, Meridian City Council has allocated fiscal year 2023 general funds for the purpose of awarding Neighborhood Grants to Meridian residents for projects that bring Meridian neighbors together and improve the community, as set forth in detail in *Exhibit A*; and

WHEREAS, Recipient has proposed to make many repairs to correct the omissions and poor decisions made during construction of the Meridian Senior Center, and repair damage to the exterior of the building, which activity complements the objectives of the Neighborhood Grant program; and

WHEREAS, by this Agreement, City and Recipient wish to establish the roles and responsibilities of the Recipient related to the investment and utilization of fiscal year 2023 Neighborhood Grant funds provided to Recipient by City ("Funds");

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

I. RECIPIENT'S RESPONSIBILITIES; PROJECT ADMINISTRATION.

- A. Activities.** Recipient shall use the Funds, in the amount of five thousand nine hundred and eighty-two dollars and eighty-eight cents (\$5,982.88), to Meridian Senior Center ("Project"), as set forth in *Exhibit B*. Recipient shall use the Funds only for completion of the Project. Recipient's use of the Funds shall be consistent with any and all terms and conditions of the Neighborhood Grant Program and this Agreement.
- B. Time of performance.** Services of Recipient shall start the Project on or before August 1, 2023 and shall complete the Project by June 1, 2024.
- C. Budget.** Recipient shall use the Funds to complete the Project in accordance with the budget set forth in *Exhibit B*. All Funds unused as of June 1, 2024 shall be returned to the City.
- D. Written quotes.** Because the proposed Project includes the purchase of goods, services, supplies, or equipment, purchases up to \$15,000, Recipient shall obtain one written quote for all such purchases. Documentation will be required prior to release of funds.
- E. Closeout.** By July 15, 2024, Recipient shall submit a final report to City. The final

report shall include:

1. Written narrative answering each and all of the following questions:
 - a. What did you accomplish, and how?
 - b. How were volunteers engaged and used, and how many?
 - c. What is the impact of this project on your neighborhood?
2. Final project budget, showing use of Neighborhood Grant funds, partner organization funds, and in-kind and monetary donations.
3. Receipts supporting final project budget.
4. Photographs of Project completion and final Project.
5. Check payable to City of Meridian for any unused funds.

F. Draw requests. Funds for Project will be available following execution of this Agreement and City's receipt of Recipient's completed W-9 form. To obtain Funds, Recipient shall submit a written draw request to the Grant Administrator. Each draw request may be for up to \$5,000 of the Funds allocated for Project. Upon the Grant Administrator's verification of progress toward Project goals and/or completion; review of quotes, receipts, and other required documentation; and site visit(s), as appropriate, the Grant Administrator will forward to the City Finance Department a request that the City remit a check to Recipient in the requested amount.

G. Performance monitoring. City's Grant Administrator shall monitor Recipient's investment of the Funds to ensure that Recipient is working toward meet the goals of the Project as set forth in *Exhibit B*. Performance monitoring shall include review of quotes, receipts, and other documents, as well as site visits, as appropriate.

II. GENERAL PROVISIONS.

- A. No agency; independent contractor.** It is understood and agreed the Recipient is not, and shall not be considered, an agent of City in any manner or for any purpose whatsoever in Recipient's use of the Funds. In all matters pertaining to this Agreement, Recipient shall be acting as an independent contractor, and neither Recipient nor any volunteer, employee, invitee, or agent of Recipient shall be deemed an employee of City. Recipient shall have no authority or responsibility to exercise any rights or power vested in City.
- B. Photographs.** Recipient consents to City's publication and/or use of any photographs or recordings of Recipient; Recipient's volunteers, guests, invitees, agents, and employees; and/or the Project for educational and promotional purposes.
- C. Acknowledgment of risk.** Recipient acknowledges that activity undertaken in conjunction with this Agreement presents risks, some of which are unknown, and agrees to assume all such risks.
- D. Indemnification; waiver.** Recipient shall indemnify, save and hold harmless, release and forever discharge City and its agents and employees from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and

expenses caused or incurred by Recipient or City in the course of any activity associated with this Agreement not caused by or arising out of the tortious conduct of City, regardless of the manner by which such claim may be brought.

- E. Notices.** Day-to-day communications between Recipient and the Grant Administrator shall occur by email or phone, as appropriate. All other notices to be provided under this Agreement shall be in writing and addressed as follows:

If to Recipient:
Toni Allison, President
Meridian Senior Center
P.O. Box 563
Meridian, Idaho 83680

If to City:
City Clerk
City of Meridian
33 East Broadway Avenue
Meridian, Idaho 83642

Notices shall be either personally delivered or sent by U.S. mail, postage prepaid. Notice shall be deemed to have been given upon deposit in the U.S. mail, or upon personal delivery to the party above specified.

- F. Content.** In the course of working on and completing the Project, Recipient shall ensure that the Funds are not used for any purpose that promotes, endorses or furthers any message containing the following content:

1. Profane, obscene, indecent, violent, or pornographic content and/or language;
2. Content that promotes, fosters or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, sexual orientation, or national origin;
3. Defamatory or personal attacks;
4. Threats to any person or organization;
5. Content that promotes, fosters or perpetuates conduct in violation of any law;
6. Content that encourages or incites illegal activity;
7. Content that may compromise the safety or security of the public or public systems;
8. Content that violates a known legal ownership interest of any party; or
9. Any content that contains or perpetuates a message that the Grant Administrator deems to be inappropriate or not in the best interest of the City of Meridian.

If the City becomes aware that Funds are used in violation of this provision, City may deny future draw requests for Funds or request the return of Funds already released.

- G. Restrictions.** Neighborhood Grant funds may not be spent on gift cards, alcohol, tobacco, firearms, or travel.

- H. Default or breach; cure; termination.** If Recipient is in breach or default of any of the terms, covenants or conditions of this Agreement and fails or refuses to cure such breach or default within fourteen (14) days of written notice thereof, this Agreement, and all rights of Recipient in and to the Funds, at City's option, may be terminated and forfeited without further notice or demand.

- I. No waiver.** City's waiver on one or more occasion of any breach or default of any term, covenant or condition of this Agreement shall not be construed as a waiver of any subsequent breach or default of the same or a different term, covenant or condition, nor

shall such waiver operate to prejudice, waive, or affect any right or remedy City may have under this Agreement with respect to such subsequent default or breach by Recipient.

- J. Nondiscrimination.** Both Parties warrant and agree that there shall be no discrimination against any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry, in the granting or expenditure of Funds or any activity associated with Project.
- K. Applicable law; non-appropriation.** This Agreement shall be governed by and construed in accordance with the statutes and constitution of the State of Idaho, including, without limitation, Article VIII, Section 3, of the Idaho Constitution and the Idaho Public Records Act. Recipient acknowledges that City is a governmental entity, and the validity of this Agreement is based upon the availability of public funding under the authority of its statutory mandate. Notwithstanding anything in this agreement to the contrary, City's obligations under this Agreement are subject to and dependent upon appropriations being made by Meridian City Council for such purpose.
- L. Compliance with laws.** Throughout the course of this Agreement, Recipient and each and all of Recipient's volunteers, employees, guests, invitees, and agents shall comply with any and all applicable federal, state, and local laws.
- M. Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Agreement shall not be affected.
- N. 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.
- O. Entire agreement.** This Agreement contains the entire agreement of the parties and supersedes any and all other agreements, agreements, or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith. No verbal or written inducements to execute this Agreement have been made to Recipient. In entering into this Agreement, Recipient relies upon no statement, fact, promise or representation, whether express or implied, written or oral, not specifically set forth herein in writing.
- P. Successors and assigns.** All of the terms, provisions, covenants and conditions of this Agreement shall inure to the benefit of, and shall be binding upon, each party and their successors, assigns, legal representatives, heirs, executors, and administrators.
- Q. Advice of attorney.** Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

R. Warranty of authority. Each party to this Agreement represents and warrants that the execution, delivery, and performance of this Agreement has been duly authorized by all necessary action of such party and is a valid and binding obligation upon the persons or entity signing this Agreement.

S. City Council approval required. The validity of this Agreement shall be expressly conditioned upon City Council action approving the Agreement. Execution of this Agreement by the persons referenced below prior to such ratification or approval shall not be construed as proof of validity in the absence of Meridian City Council approval.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the Effective Date first written above.

RECIPIENT:



Toni Allison, President
Meridian Senior Center

CITY OF MERIDIAN:

Robert E. Simison, Mayor

Attest:

Chris Johnson, City Clerk



EXHIBIT A

2022-2023 Neighborhood Grant Program

Overview of Neighborhood Grant Program

Meridian City Council has allocated \$50,000 for Neighborhood Grants, to be awarded to Meridian residents for projects that bring Meridian neighbors together and improve the community. Applicants may apply for Neighborhood Grant funds in any amount up to \$50,000, and may request funds for more than one project. Projects must be complete by September 9, 2023.

Timeline

Application period open:	January 6, 2023
Applications due:	March 6, 2023, 5:00 p.m.
Selection panel recommendation:	By March 20, 2023
Applicants notified:	March 27, 2023
Signed agreement due:	April 10, 2023
Project completion:	September 9, 2023
Final report due:	September 15, 2023, 5:00 p.m.

Eligibility and Criteria

Projects funded with Neighborhood Grant funds must be located on public property located within the City of Meridian. Applicants must be residents of the City of Meridian or organizations operating within the City of Meridian. Upon selection of a project for funding, the City of Meridian will require the successful Applicant to enter into a grant recipient agreement establishing terms and conditions of the grant funds). In awarding Neighborhood Grants, the selection panel will consider the following criteria:

1. Capacity for neighbor engagement in Project implementation and final deliverable;
2. Contribution to improvement of neighborhood environment and sense of community;
3. Suitability of proposed Project for project site; and
4. Long-term viability, maintenance and impact of proposed Project.

Application

To apply, Applicants must submit the following materials to the City Contact listed below. If applying for more than one grant, a separate application must be completed for each project.

1. Completed Grant Application form
2. Written narrative answering each and all of the following questions:
 - a. What do you propose to accomplish and how?
 - b. How do you plan to engage and use volunteers, specifically your neighbors, to help on the project? How many volunteers will be needed?
 - c. What is the desired impact of this project on your neighborhood and how will you measure it?
 - d. What is the plan for long-term maintenance of items that will be purchased, built, or installed with the funds (if applicable)?
 - e. What is the priority of this Project (if applying for grant funds for more than one project)?
3. Detailed Project plan, including timeline with specific dates.

4. Detailed Project budget, listing Neighborhood Grant funds, partner organization funds, and in-kind and monetary donations.
5. Written permission from property owner allowing the use of the property for the proposed project.
6. If project involves collaboration or co-funding with other organizations or businesses on this project, a letter of acknowledgement and support from each.

City Contact

Submit application and reporting materials to, and direct any questions to:

Jake Cluff, Community Relations & Policy Advisor

Address: 33 E. Broadway Avenue, Meridian, Idaho 83642

Email: Jcluff@meridiancity.org

Phone: 208-489-0535

Reporting Requirements

All projects must be completed by Friday, September 9, 2023. A final report must be submitted to the City Contact by Thursday, September 15, 2023. The final report must include:

1. Written narrative answering each and all of the following questions:
 - a. What did you accomplish, and how?
 - b. How were volunteers engaged and used, and how many?
 - c. What is the impact of this project on your neighborhood?
2. Final project budget, showing Neighborhood Grant funds, partner organization funds, and in-kind and monetary donations.
3. Receipts supporting final project budget.
4. Photographs of Project completion and final Project.
5. Check payable to City of Meridian for any unused funds.

Purchasing Requirements

If the proposed Project includes the purchase of goods, services, supplies, or equipment, purchases up to \$15,000 will require one written quote, and purchases \$15,001 to \$50,000 require three written quotes. Documentation will be required prior to release of funds.

Limitations

Neighborhood Grant funds may not be spent on gift cards, alcohol, tobacco, firearms, or travel. Funds will not be awarded to support any project that in any way: violates law or City policy; violates a legal ownership interest, such as a copyright, of any party. Funds may not be spent for any purpose or message that includes, promotes, or fosters: profane, obscene, indecent, violent, or pornographic content and/or language; discrimination on the basis of race, creed, color, age, religion, gender, sexual orientation, or national origin; defamatory or personal attacks; threats to any person or organization; information that may compromise public safety; or any purpose or message that the City deems to be inappropriate or not in the best interest of the City of Meridian. Additional limitations may apply.



Applicant Information

Applicant name: *

Toni Allison, President

Organization (if applicable):

Meridian Senior Center

Applicant's parent name (if Applicant is under 18):

Phone Number: *

2088885555

E-mail: *

president@meridianseniorcenter.org

Mailing Address: *

P.O. Box 563
Meridian, Idaho 83680

Project Information

Project Name: *

Center building outside repair

Project Type: *

- ☐ Amenity (e.g., neighborhood garden, bike rack, bike repair station, dog waste bag station)
- ☐ Beautification (e.g. signage, banners, trees, landscaping, art)
- ☐ Clean up (e.g. graffiti removal, overgrown vegetation removal, litter removal)
- ☒ Other

Project Address/Location: *

1920 N Records Way
Meridian, ID 83646

Property owner:

Meridian Area Senior Citizens Association, Inc.

Acknowledgments

I,
 Toni Allison

hereby acknowledge the following stipulations and agree that if this proposal is selected for funding under the Neighborhood Grant Program, such funding shall occur subject to these general terms and conditions, as well as subject to other specific terms and conditions that shall be set forth in a separate, written grant recipient agreement between myself and the City of Meridian. I specifically acknowledge that:

* Before my Project is funded, I (or my parent/guardian) will be required to enter into a written agreement with the City establishing the specific terms and conditions of the grant funds provided.

TA
Initial

* If this Project is selected for funding, neither the City of Meridian nor its officers or employees will assume liability for any loss or damage. This Project may involve risks, some of which are unknown.

TA
Initial

* The procurement of any necessary insurance will be my sole responsibility. The City will not provide insurance or other coverage of any kind for loss, theft, or damage that I or anyone associated with the Project may or does incur.

TA
Initial

* The City has made no offer or commitment to issue Neighborhood Grant funds; the City shall have no obligation to do so except by, and pursuant to, written agreement.

TA

Initial

I acknowledge, understand, and agree to these general terms and conditions.

Signature

Toni Allison

Print name:

Toni Allison

Parent signature (If applicant is under 18):

Date:

2023-03-06

Upload supporting documents:

[ICC LLC Building Repair Bid \(1\).xlsx](#)

15.57KB

[Neighborhood Grant 2023 Intro.docx](#)

16.97KB

[Explanation for Repairs 3-2-2023\[3482\].docx](#)

15.71KB

2. Answers to questions:

a. What do we propose to accomplish and how?

The Meridian Senior Center was built under the direction and funding of the Julius Kleiner Foundation then presented to the Meridian Area Senior Citizens' Association in May 2012. This was a generous gift to the City's seniors and is a gem in the City of Meridian.

We seniors are grateful for this beautiful facility that allows us to gather for daily nutritional meals, socializing, activities, classes, seminars, exercising, special events and receiving services in a safe, inviting environment. However, to provide these, as a non-profit organization, we must raise over \$30,000 per month to meet the expenses of operating the Center. Any repairs must be paid with additional funds. In providing us the building, the Kleiner Foundation did not provide any type of funding, such as an endowment to maintain the building. Presently, we are having to make many repairs due to omissions and poor decisions made during construction.

The well-maintained appearance of the building is important as it sits on public land in a public park owned by the City of Meridian. After 11 years, the building is showing results of the mistakes in construction. Just in the past six months, we had to invest \$12,000 in roof repairs because the installation had not been completed in the first place and then this has caused damage. We invested over \$4000 to replace and complete the installation of gutters around the perimeter of the building, as well.

We are now seeking funding to correct the construction errors and repair the damage to the exterior of the building and to protect this investment. Obviously, this will contribute to maintaining the beauty of the park and pride for the citizens of Meridian.

We will employ a professional construction company due to the liability issues, warranties, and the need to have the work be correctly and professionally done and be lasting.

b. How will we engage volunteers?

Volunteers form the membership of our community Center and will be used wherever possible in the cleanup following repairs being completed. A volunteer is making this application as all Board members serve as volunteers.

c. What is the desired impact on the neighborhood?

This is a project for the preservation as well as the beautification of the Center at the Park/Meridian Senior Center. Obviously, every citizen of Meridian can be proud of the park and this amenity which must be maintained.

d. What is the plan for the long-term maintenance?

This project is in consideration of the long term. This building should last for a very long time in like-new condition, if it is maintained as it should be. The Association will continue to maintain the building on a regularly scheduled basis and, as well as, an as-need basis.

e. This is a #1 priority.

3. Once we have been notified of the funding, a date will be scheduled with the construction company with the winning bid. Because all contractors are very busy in this area, we will schedule the work to be done at the earliest date we are given. At this time, most companies have been unwilling to even bid without our already having the funding and they have indicated that they may be too busy to provide us a date for the job to be completed by September 9th. However, if awarded the funding, we will certainly make every effort to obtain at least 2 more bids with a guarantee of the required completion time.

4. \$ 5,982.88 please see attached bid/proposal

5. The Seniors' Association owns the building but Steve Siddoway and Roger Norberg of Parks and Rec. have inspected the condition of the building that sits in Kleiner Park. They are very supportive and recognize the need for this project.

6. We anticipate that we will not need additional funding toward this specific repair project if we are awarded the amount needed. If the full amount requested cannot be awarded to complete the project at this time, please consider a lesser amount that would be applied to complete repairs by sections. Then, of course, we will seek additional funding to complete the repairs on the entire building.

Work that needs to be done to preserve and repair exterior of building.

1. Materials that are needed to repair siding for paint.
 - A. 4 sheets of T111 Hardi board siding
 - B. 5 pieces of shiplap Hardi siding
 - C. 30 pieces 1x4x12 Hardi trim
 - D. 35 lineal feet of metal that goes to flat concrete to protect siding
 - E. 6 2x4x12 foot pressure-treated wood.
 - F. 1 box Hardi siding nails.
2. The reason for these materials is to replace trim, siding, and metal that has shrunk or been hit by lawn mowers, etc., over the years, or was installed incorrectly at the time of construction.
3. The siding on this building that needs to be replaced was originally installed incorrectly and has cracked due to being screwed on or damaged due to lack of gutters until this year. The whole building has now been guttered: replacing the old, deteriorating gutters and completing what was not guttered.
4. On the west side of the building, we have to remove the bottom board of siding 60 feet and remove the flashing and shim all that up with pressure-treated wood so the water will run off the 6-inch ledge that was originally done for brick but not installed. Then reinstall the flashing and replace the siding and cut all good trim up a half inch off the flashing. Right now, all the water just sits there and soaks up in the sub-siding and siding. We removed some of that area and found standing water but the sub-siding looked to be in good shape.
5. The Hardi siding should have been nailed on instead of screwed on. If one screws on Hardi siding, one must pre-drill the hole to set the screws flush with the siding. That was not done here as the screws are very noticeable and that is what has broken the 4 sheets of T111 that must be replaced. It is not cost effective now to remove all the screws so we can just paint over them again.
6. There will be a lot of caulking to be done to fill the cracks on the siding and trim that has moved due to shrinkage because it was installed incorrectly. Any gap over a quarter of an inch on the trim will be replaced.

7. The facia on the whole building needs to be checked for rivets that have rusted out and need replaced as now it rattles in the wind and will eventually pull away from the building. We will re-rivet where needed.

ICC LLC. CONSTRUCTION PROPOSAL

Iveys Complete Construction

Melba ID, 83641 208-571-2169

CUSTOMER

Meridian Senior Center

q ESTIMATE NO

6-Mar

DATE _____

3/6/2023

ADDRESS

1920 N Records Way

CITY/STATE/ZIP

Meridian ID 83646

PHONE

208-888-5555

E-MAIL

director@meridianseniorcenter.org

SALESPERSON

Jason Ivey

PROJECT

Meridian Senior Center

PREPARED BY:

Jason Ivey

ATTENTION

Lisa

PAYMENT TERMS

net 10

DUE DATE

After Invoice

[illegible]

SUBTOTAL	\$5,982.88
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THIS PROPOSAL INCLUDES THE CONDITIONS NOTED:

THIS PROPOSAL INCLUDES THE CONDITIONS NOTED: This estimate is to provide all materials and labor for the siding repair at Meridian Senior Center project only. Project location Meridian Id. This estimate good for 30 days only. All other work provided on behalf of the client is to be billed at hourly rates.

TOTAL	\$5,982.88
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Sign Here to Accept Quote:

Authorized Rep

Date _____