

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

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2020 by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho (“City”) and Alma Sports LLC, a limited liability company organized under the laws of the State of Idaho (“Grantee”).

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

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

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

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

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

**I. STATEMENT OF WORK**

- A. Activities.** Grantee shall use City’s MSBG funds in an amount not to exceed Six Thousand, Seven Hundred, Seventy dollars and Twenty cents (\$6,770.20), 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](http://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:**

Alma Sports LLC  
Attn: Mark Phillips, Owner  
1678 SE 5th Way  
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:**

Alma Sports LLC



\_\_\_\_\_  
Mark Phillips, Owner/Manager

**CITY:**

City of Meridian

Attest:

\_\_\_\_\_  
By: Robert E. Simison, Mayor

\_\_\_\_\_  
Chris Johnson, City Clerk

**EXHIBIT A: APPROVED EXPENSES**

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

**GRANT AWARD** **\$6,770.20**

**AGREEMENT BETWEEN CITY OF MERIDIAN AND  
DREAMLAND LEARNING CENTER, INC. FOR IDAHO REBOUNDS – MUNICIPAL  
SMALL BUSINESS GRANT FUNDS**

This Agreement is entered into this 30 day of November 2020 by and between the City of Meridian, a municipal corporation organized under the laws of the state of Idaho (“City”) and Dreamland Learning Center, 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 Ten Thousand Dollars (\$10,000.00), 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 ten thousand dollars (\$10,000.00), within thirty (30) days of receipt of the specified funds by City.

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

Dreamland Learning Center, Inc.  
Attn: Susan Ehteshami, President  
2501 N. Stokesberry Place  
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.

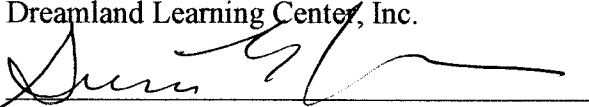
**K. Exhibits.** All exhibits to this Agreement are incorporated by reference and made a part of hereof as if the exhibits were set forth in their entirety herein.

**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:**

Dreamland Learning Center, Inc.

  
Susan Ehteshami, President

**CITY:**

City of Meridian

Attest:

\_\_\_\_\_  
By: Robert E. Simison, Mayor

\_\_\_\_\_  
Chris Johnson, City Clerk

### EXHIBIT A: APPROVED EXPENSES

Eligible Expense	Amount
Rent - July	12,000.00
Idaho Power - June (511.98) Prorated	105.93
Idaho Power - July	515.47
Idaho Power - August	535.28
Idaho Power - September	382.50
InterMountain Gas - July	12.07
InterMountain Gas - August	11.00
InterMountain Gas - September	13.13
Century Link - July	196.93
Century Link - August	204.03
Century Link - September	201.35
<b>Total Eligible Expenses</b>	<b>14,177.69</b>

**GRANT AWARD** **\$10,000.00**

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

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2020 by and between the City of Meridian, a municipal corporation organized under the laws of the state of Idaho (“City”) and Fresh Face Aesthetics 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 Two Thousand, Seven Hundred, Fifty Dollars (\$2,750.00), 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 ten thousand dollars (\$10,000.00), within thirty (30) days of receipt of the specified funds by City.

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

Fresh Face Aesthetics LLC  
Attn: Ashley Johnson, Governor/Registered Agent  
82 S. Baltic Avenue  
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.

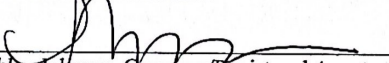
**K. Exhibits.** All exhibits to this Agreement are incorporated by reference and made a part of hereof as if the exhibits were set forth in their entirety herein.

**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:**

Fresh Face Aesthetics LLC

  
\_\_\_\_\_  
Ashley Johnson, Governor/Registered Agent

**CITY:**

City of Meridian

Attest:

\_\_\_\_\_  
By: Robert E. Simison, Mayor

\_\_\_\_\_  
Chris Johnson, City Clerk

**EXHIBIT A: APPROVED EXPENSES**

Eligible Expense	Amount
July Rent	550.00
August Rent	550.00
September Rent	550.00
October Rent	550.00
November Rent	550.00
Total Eligible Expenses	2,750.00

**GRANT AWARD** **\$2,750.00**

**AGREEMENT BETWEEN CITY OF MERIDIAN AND  
IDAHO TV 22 LLC FOR IDAHO REBOUNDS – MUNICIPAL SMALL  
BUSINESS GRANT FUNDS**

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by and between the City of Meridian, a municipal corporation organized under the laws of the state of Idaho (“City”) and Idaho TV 22 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 Three Thousand, Thirty-four Dollars and Eight Cents (\$3,034.08), for the approved expenses, as set forth in *Exhibit A*. Grantee shall utilize MSBG funds granted hereunder in a manner consistent with this Agreement, the MSBG Rules.
- B. Current eligibility.** Grantee certifies that Grantee is eligible to receive MSBG funds, and that Grantee meets each of the following criteria:
- 1.** Grantee has 500 or fewer employees.



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

Idaho TV 22 LLC  
Attn: Harley Parson, General Manager  
1319 N. MIDTOWN ST  
MERIDIAN, ID 83642

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

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

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

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

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

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

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

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

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

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

**IN WITNESS WHEREOF**, the parties shall cause this Agreement to be executed by their duly authorized officers to be effective as of the day and year first above written.

**GRANTEE:**  
Idaho TV 22 LLC

  
\_\_\_\_\_  
Harley Parson, General Manager/Member

**CITY:**  
City of Meridian

Attest:

\_\_\_\_\_  
By: Robert E. Simison, Mayor

\_\_\_\_\_  
Chris Johnson, City Clerk

**EXHIBIT A: APPROVED EXPENSES**

Eligible Expense	Amount
Sparklight - September	231.15
Sparklight - October	42.24
Sparklight - November	120.09
CenturyLink - June (128.98) Prorated	124.68
CenturyLink - July	128.98
CenturyLink - August	128.98
CenturyLink - September	128.98
CenturyLink - October	128.98
Rent - July	500.00
Rent - August	500.00
Rent - September	500.00
Rent - October	500.00
<b>Total Eligible Expenses</b>	<b>3,034.08</b>

**GRANT AWARD** **\$3,034.08**

**AGREEMENT BETWEEN CITY OF MERIDIAN AND  
RICHARD RHINES, AN INDIVIDUAL, DOING BUSINESS AS MEMORABLE MOMENTS R  
US FOR IDAHO REBOUNDS – MUNICIPAL SMALL BUSINESS GRANT FUNDS**

This Agreement is entered into this 14th day of December, 2020 by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho (“City”) and Richard Rhines, an individual doing business as Memorable Moments R Us, an assumed business name filed 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, Six Hundred, Forty-one Dollars and Ninety-five Cents (\$1,641.95), for the approved expenses, as set forth in *Exhibit A*. Grantee shall utilize MSBG funds granted hereunder in a manner consistent with this Agreement, the MSBG Rules.

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

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

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

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

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

Memorable Moments R Us  
Attn: Richard Rhines, Owner  
2086 W Santa Clara Drive  
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.

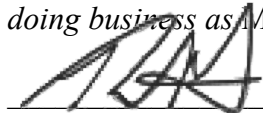
**K. Exhibits.** All exhibits to this Agreement are incorporated by reference and made a part of hereof as if the exhibits were set forth in their entirety herein.

**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:**

Richard Rhines  
*doing business as* Memorable Moments R Us



Richard Rhines, Owner

**CITY:**

City of Meridian

Attest:

By: Robert E. Simison, Mayor

Chris Johnson, City Clerk



**EXHIBIT A: APPROVED EXPENSES**

Eligible Expense	Amount
Touchless Photo Booth Software	299.00
Photo Booth Vehicle - July	268.59
Photo Booth Vehicle - August	268.59
Photo Booth Vehicle - September	268.59
Photo Booth Vehicle - October	268.59
Photo Booth Vehicle - November	268.59
<b>Total Eligible Expenses</b>	<b>1,641.95</b>

**GRANT AWARD** **\$1,641.95**

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

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2020 by and between the City of Meridian, a municipal corporation organized under the laws of the state of Idaho (“City”) and Salon G, a sole proprietorship owned by Virginia Patterson, organized under the laws of the State of Idaho (“Grantee”).

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

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

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

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

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

**I. STATEMENT OF WORK**

**A. Activities.** Grantee shall use City’s MSBG funds in an amount not to exceed Ten Thousand Dollars (\$10,000.00), 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 ten thousand dollars (\$10,000.00), within thirty (30) days of receipt of the specified funds by City.

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

Salon G  
Attn: Virginia Patterson, Owner  
953 W. Yosemite Drive  
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.

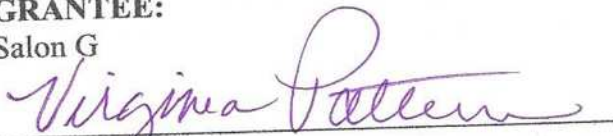
**K. Exhibits.** All exhibits to this Agreement are incorporated by reference and made a part of hereof as if the exhibits were set forth in their entirety herein.

**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:**

Salon G



Virginia Patterson, Owner

**CITY:**

City of Meridian

Attest:

By: Robert E. Simison, Mayor

Chris Johnson, City Clerk

**EXHIBIT A: APPROVED EXPENSES**

Eligible Expense	Amount
June Rent (1827.97) Prorated	670.13
July Rent	1827.97
August Rent	1827.97
September Rent	1827.97
October Rent	1827.97
November Rent	1827.97
Idaho Power - July (183.72) Prorated	82.42
Idaho Power - August	243.46
Idaho Power - September	226.06
Idaho Power - October	172.75
<b>Total Eligible Expenses</b>	<b>10,534.67</b>

**GRANT AWARD** **\$10,000.00**

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

This Agreement is entered into this 11 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 Small Hands 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 three thousand one hundred seventy one dollars (\$3,171), for the approved expenses, as set forth in *Exhibit A*. Grantee shall utilize MSBG funds granted hereunder in a manner consistent with this Agreement, the MSBG Rules.

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

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

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

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

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

Small Hands LLC

ATTN: Conndra Steeves, Owner

7035 N Linder Rd

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:**

Small Hands LLC



Conndra Steeves, Owner

**CITY:**

City of Meridian

Attest:

By: Robert E. Simison, Mayor

Chris Johnson, City Clerk

**EXHIBIT A: APPROVED EXPENSES**

Eligible Expense	Amount
UV lights and zones added to increase air flow and clean air	1946.00
Carpet Cleaning	1225.00
Total Eligible Expenses	3,171.00

**AGREEMENT BETWEEN CITY OF MERIDIAN AND  
THE LEARNING GARDEN CHILDREN’S CENTER, LLC FOR IDAHO REBOUNDS –  
MUNICIPAL SMALL BUSINESS GRANT FUNDS**

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2020 by and between the City of Meridian, a municipal corporation organized under the laws of the state of Idaho (“City”) and The Learning Garden Children’s Center, 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 Three Thousand, Six Dollars and Eighty-one Cents (\$3006.81), for the approved expenses, as set forth in *Exhibit A*. Grantee shall utilize MSBG funds granted hereunder in a manner consistent with this Agreement, the MSBG Rules.
- B. Current eligibility.** Grantee certifies that Grantee is eligible to receive MSBG funds, and that Grantee meets each of the following criteria:

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

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

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

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

The Learning Garden Children’s Center  
Attn: Shanalee Graver, Manager  
1322 E. Overland Rd.  
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.

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

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

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

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

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

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

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

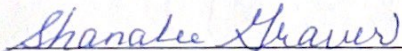
**K. Exhibits.** All exhibits to this Agreement are incorporated by reference and made a part of hereof as if the exhibits were set forth in their entirety herein.

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

**IN WITNESS WHEREOF,** the parties shall cause this Agreement to be executed by their duly authorized officers to be effective as of the day and year first above written.

**GRANTEE:**

The Learning Garden Children's Center, LLC

  
Shanalee Graver, Manager

**CITY:**

City of Meridian

Attest:

\_\_\_\_\_  
By: Robert E. Simison, Mayor

\_\_\_\_\_  
Chris Johnson, City Clerk

**EXHIBIT A: APPROVED EXPENSES**

Eligible Expense	Amount
Sparklight - June (112.20)	67.32
Sparklight - July	112.36
Sparklight - August	114.93
Sparklight - September	117.30
Sparklight - October	114.08
Sparklight - November (121.15)	113.15
Intermountain Gas - July (36.76)	19.46
Intermountain Gas - August	18.78
Intermountain Gas - September	20.36
Intermountain Gas - October	40.66
Intermountain Gas - November	85.39
Idaho Power - July	570.81
Idaho Power - August	683.87
Idaho Power - September	524.23
Idaho Power - October	404.11
<b>Total Eligible Expenses</b>	<b>3,006.81</b>

**GRANT AWARD** **\$3,006.81**



**FIRST AMENDMENT TO  
AGREEMENT BETWEEN CITY OF MERIDIAN AND  
K&L AFFAIRS LLC FOR IDAHO REBOUNDS – MUNICIPAL SMALL BUSINESS GRANT  
FUNDS**

This First Amendment to Agreement Between City of Meridian and K&L Affairs LLC 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 K&L Affairs 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:

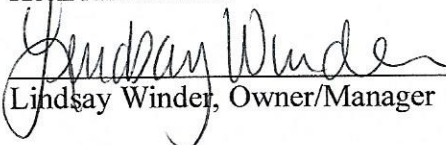
**D. Reimbursement Procedures.** City shall provide to Grantee the MSBG funds awarded for the approved expenses, as set forth in *Exhibit A*, up to fifteen thousand dollars (\$15,000.00), within thirty (30) days of receipt of the specified funds by City.

**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:**

K&L Affairs LLC

  
Lindsay Winder, Owner/Manager

**CITY OF MERIDIAN:**

BY: \_\_\_\_\_  
Robert E. Simison, Mayor

Attest: \_\_\_\_\_  
Chris Johnson, City Clerk

## EXHIBIT A: APPROVED EXPENSES

### Previously Requested Expenses

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

### Current Request

Eligible Expense	Amount
Rent - September	6756.66
Total Eligible Expenses	6,756.66
Approved Amount	5,000.00

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

This First Amendment to Agreement Between City of Meridian and Larson Enterprises LLC for Idaho Rebounds – Municipal Small Business Grant Funds (“First Amendment”) is entered into this 12 day of December, 2020 (“Effective Date”), by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho (“City”) and Larson Enterprises LLC, a Limited Liability Corporation 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:

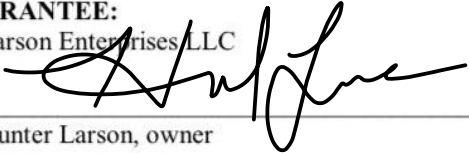
**D. Reimbursement Procedures.** City shall provide to Grantee the MSBG funds awarded for the approved expenses, as set forth in *Exhibit A*, up to fifteen thousand dollars (\$15,000.00), within thirty (30) days of receipt of the specified funds by City.

**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:**

Larson Enterprises LLC

  
\_\_\_\_\_  
Hunter Larson, owner

**CITY OF MERIDIAN:**

BY: \_\_\_\_\_

Robert E. Simison, Mayor

Attest: \_\_\_\_\_

Chris Johnson, City Clerk

**EXHIBIT A: APPROVED EXPENSES****Previously Requested Expenses**

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

**Current Request**

Eligible Expense	Amount
Rent - July	2613.25
Rent - December	2716.37
Total Eligible Expenses	5,329.62
Approved Amount	5,000.00

**FIRST AMENDMENT TO  
AGREEMENT BETWEEN CITY OF MERIDIAN AND  
METIME INC. FOR IDAHO REBOUNDS – MUNICIPAL SMALL BUSINESS GRANT FUNDS**

This First Amendment to Agreement Between City of Meridian and MeTime Inc. for Idaho Rebounds – Municipal Small Business Grant Funds (“First Amendment”) is entered into this 11<sup>th</sup> day of December, 2020 (“Effective Date”), by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho (“City”) and MeTime Inc., a general business corporation 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:

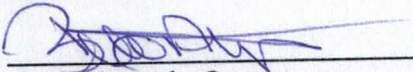
**D. Reimbursement Procedures.** City shall provide to Grantee the MSBG funds awarded for the approved expenses, as set forth in *Exhibit A*, up to fifteen thousand dollars (\$15,000.00), within thirty (30) days of receipt of the specified funds by City.

**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:**

MeTime Inc.

  
\_\_\_\_\_  
Beth Alpaugh, Owner

**CITY OF MERIDIAN:**

BY: \_\_\_\_\_  
Robert E. Simison, Mayor

Attest: \_\_\_\_\_  
Chris Johnson, City Clerk

**EXHIBIT A: APPROVED EXPENSES**

## Previously Requested Expenses

Eligible Expense	Amount
Rent - July	5782.92
Rent - August	5782.92
Total Eligible Expenses	11,565.84
Approved Amount	10,000.00

## Current Request

Eligible Expense	Amount
Rent - September	9415.41
Total Eligible Expenses	9,415.41
Approved Amount	5,000.00

**FIRST AMENDMENT TO  
AGREEMENT BETWEEN CITY OF MERIDIAN AND  
M S ADMINISTRATIVE SERVICES, INC. FOR IDAHO REBOUNDS – MUNICIPAL SMALL  
BUSINESS GRANT FUNDS**

This First Amendment to Agreement Between City of Meridian and M S Administrative Services, Inc. for Idaho Rebounds – Municipal Small Business Grant Funds (“First Amendment”) is entered into this 14 day of December, 2020 (“Effective Date”), by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho (“City”) and M S Administrative Services, Inc., a general business corporation 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:**

M S Administrative Services, Inc.



\_\_\_\_\_  
Fernando Veloz, Chief Financial Officer

**CITY OF MERIDIAN:**

BY: \_\_\_\_\_  
Robert E. Simison, Mayor

Attest: \_\_\_\_\_  
Chris Johnson, City Clerk

**EXHIBIT A: APPROVED EXPENSES****Previously Requested Expenses**

Eligible Expense	Amount
PPE Equipment	79.52
Rent - August	5275.67
Rent - Office Relocation	2800.00
Utilities - Avoid Business Interruption	665.95
Utilities - Avoid Business Interruption	1100.00
Utilities-Avoid Business Interruption Clean	435.00
Total Eligible Expenses	10,356.14
Approved Amount	10,000.00

**Current Request**

Eligible Expense	Amount
Rent - September	5275.67
Total Eligible Expenses	5,275.67
Approved Amount	5,000.00



**FIRST AMENDMENT TO  
AGREEMENT BETWEEN CITY OF MERIDIAN AND  
PHOENIX FIRE GAMES FOR IDAHO REBOUNDS – MUNICIPAL SMALL BUSINESS  
GRANT FUNDS**

This First Amendment to Agreement Between City of Meridian and Phoenix Fire Games for Idaho Rebounds – Municipal Small Business Grant Funds (“First Amendment”) is entered into this 14<sup>th</sup> day of December, 2020 (“Effective Date”), by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho (“City”) and Phoenix Fire Games, 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:

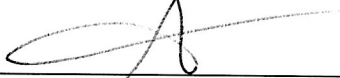
**D. Reimbursement Procedures.** City shall provide to Grantee the MSBG funds awarded for the approved expenses, as set forth in *Exhibit A*, up to fifteen thousand dollars (\$15,000.00), within thirty (30) days of receipt of the specified funds by City.

**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:**

Phoenix Fire Games



Sean Wainwright, Co-Owner

**CITY OF MERIDIAN:**

BY: \_\_\_\_\_  
Robert E. Simison, Mayor

Attest: \_\_\_\_\_  
Chris Johnson, City Clerk

**EXHIBIT A: APPROVED EXPENSES****Previously Requested Expenses**

Eligible Expense	Amount
Rent - July	3811.75
Rent - August	3811.75
Rent - September	3811.75
Total Eligible Expenses	11,435.25
Approved Amount	10,000.00

**Current Request**

Eligible Expense	Amount
Rent - October	3811.75
Rent - November	3811.75
Total Eligible Expenses	7,623.50
Approved Amount	5,000.00

**FIRST AMENDMENT TO  
AGREEMENT BETWEEN CITY OF MERIDIAN AND  
PRIMETIME CHILD AND FAMILY EDUCATION CENTER FOR IDAHO REBOUNDS –  
MUNICIPAL SMALL BUSINESS GRANT FUNDS**

This First Amendment to Agreement Between City of Meridian and Primetime Child and Family Education Center for Idaho Rebounds – Municipal Small Business Grant Funds (“First Amendment”) is entered into this 11 day of December, 2020 (“Effective Date”), by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho (“City”) and Primetime Child and Family Education Center, a general business corporation 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 seven hundred forty eight dollars and sixty four cents (\$5,748.64), 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:

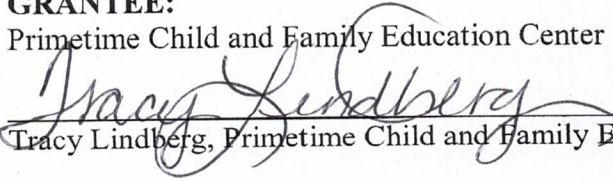
**D. Reimbursement Procedures.** City shall provide to Grantee the MSBG funds awarded for the approved expenses, as set forth in *Exhibit A*, up to fifteen thousand dollars (\$15,000.00), within thirty (30) days of receipt of the specified funds by City.

**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:**

Primetime Child and Family Education Center

  
Tracy Lindberg, Primetime Child and Family Education Center, inc

**CITY OF MERIDIAN:**

BY: \_\_\_\_\_  
Robert E. Simison, Mayor

Attest: \_\_\_\_\_  
Chris Johnson, City Clerk

**EXHIBIT A: APPROVED EXPENSES**

**Previously Requested Expenses**

Eligible Expense	Amount
September Rent to Callahan Investments	3750.00
August Rent to Callahan Investments	3750.00
Non-Contact Thermometers (6)	174.87
Allstream - Phone, Internet - August	247.91
Allstream - Phone, Internet - September	263.70
Allstream - Phone, Internet - October	263.70
Idaho Power - August	245.43
Idaho Power - September	221.57
Idaho Power - October	169.18
Intermountain Gas - August	55.00
Intermountain Gas - September	55.00
Intermountain Gas - October	55.00
Total Eligible Expenses	9,251.36

**Current Request**

Eligible Expense	Amount
Rent - October	3750.00
Rent - November	3750.00
Total Eligible Expenses	7,500.00
Approved Amount	5,748.64

**FIRST AMENDMENT TO  
AGREEMENT BETWEEN CITY OF MERIDIAN AND  
RS PHYSICAL THERAPY PC FOR IDAHO REBOUNDS – MUNICIPAL SMALL BUSINESS  
GRANT FUNDS**

This First Amendment to Agreement Between City of Meridian and RS Physical Therapy PC for Idaho Rebounds – Municipal Small Business Grant Funds (“First Amendment”) is entered into this 11<sup>th</sup> day of December, 2020 (“Effective Date”), by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho (“City”) and RS Physical Therapy PC, a professional service corporation 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:

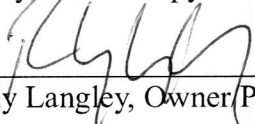
**D. Reimbursement Procedures.** City shall provide to Grantee the MSBG funds awarded for the approved expenses, as set forth in *Exhibit A*, up to fifteen thousand dollars (\$15,000.00), within thirty (30) days of receipt of the specified funds by City.

**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:**

RS Physical Therapy PC

  
\_\_\_\_\_  
Randy Langley, Owner/President

**CITY OF MERIDIAN:**

BY: \_\_\_\_\_  
Robert E. Simison, Mayor

Attest: \_\_\_\_\_  
Chris Johnson, City Clerk

**EXHIBIT A: APPROVED EXPENSES**

**Previously Requested Expenses**

Eligible Expense	Amount
Rent - July	3306.67
Rent - August	3306.67
Rent - October	3306.67
PPE - Plastic Shield	79.99
Total Eligible Expenses	10,000.00

**Current Request**

Eligible Expense	Amount
Rent - September	3306.67
Rent - November	3306.67
Total Eligible Expenses	6,613.34
Approved Amount	5,000.00

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

This First Amendment to Agreement Between City of Meridian and Silverstone Properties LLC for Idaho Rebounds – Municipal Small Business Grant Funds (“First Amendment”) is entered into this 10<sup>th</sup> day of December, 2020 (“Effective Date”), by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho (“City”) and Silverstone Properties 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:

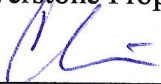
**D. Reimbursement Procedures.** City shall provide to Grantee the MSBG funds awarded for the approved expenses, as set forth in *Exhibit A*, up to fifteen thousand dollars (\$15,000.00), within thirty (30) days of receipt of the specified funds by City.

**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:**

Silverstone Properties LLC



Clark Nielsen, Owner

**CITY OF MERIDIAN:**

BY: \_\_\_\_\_

Robert E. Simison, Mayor

Attest: \_\_\_\_\_

Chris Johnson, City Clerk

**EXHIBIT A: APPROVED EXPENSES**  
**Original Request**

Eligible Expense	Amount
Rent - July	2500.00
Rent - August	2500.00
Rent - September	2500.00
Rent - October	3500.00
Total Eligible Expenses	11,000.00
Approved Amount	10,000.00

**Current Request**

Eligible Expense	Amount
Rent - November	3500.00
Rent - December	3500.00
Total Eligible Expenses	7,000.00
Approved Amount	5,000.00



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

This First Amendment to Agreement Between City of Meridian and SLD LLC for Idaho Rebounds – Municipal Small Business Grant Funds (“First Amendment”) is entered into this 14 day of December, 2020 (“Effective Date”), by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho (“City”) and SLD LLC, a Limited Liability Company organized under the laws of the state of Idaho (“Grantee”).

**WHEREAS**, 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 eight hundred fifty six dollars and ninety five cents (\$4,856.95), 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:**

SLD LLC

  
\_\_\_\_\_  
San Le

**CITY OF MERIDIAN:**

BY: \_\_\_\_\_

Robert E. Simison, Mayor

Attest: \_\_\_\_\_

Chris Johnson, City Clerk

**EXHIBIT A: APPROVED EXPENSES**

**Previously Requested Expenses**

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

**Current Request**

Eligible Expense	Amount
Rent - June	1257.91
Rent - July	199.28
Rent - October	3399.76
Total Eligible Expenses	4,856.95

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

This First Amendment to Agreement Between City of Meridian and Sports Fan Corporation dba Pro Image Sports 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 Sports Fan Corporation dba Pro Image Sports, a general business corporation 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:**

Sports Fan Corporation dba Pro Image Sports

  
\_\_\_\_\_  
Travis Hawkes, Owner

**CITY OF MERIDIAN:**

BY: \_\_\_\_\_  
Robert E. Simison, Mayor

Attest: \_\_\_\_\_  
Chris Johnson, City Clerk

**EXHIBIT A: APPROVED EXPENSES**

**Previously Requested Expenses**

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

**Current Request**

Eligible Expense	Amount
Rent - August	5416.67
Rent - November	5416.67
Total Eligible Expenses	10,833.34
Approved Amount	5,000.00

**FIRST AMENDMENT TO  
AGREEMENT BETWEEN CITY OF MERIDIAN AND  
TREASURE VALLEY STRENGTH & CONDITIONING LLC FOR IDAHO REBOUNDS –  
MUNICIPAL SMALL BUSINESS GRANT FUNDS**

This First Amendment to Agreement Between City of Meridian and TREASURE VALLEY STRENGTH & CONDITIONING LLC for Idaho Rebounds – Municipal Small Business Grant Funds (“First Amendment”) is entered into this 11 day of December, 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 STRENGTH & CONDITIONING 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:**  
TREASURE VALLEY STRENGTH & CONDITIONING LLC

*Seth Conder*

\_\_\_\_\_  
SETH CONDER, MANAGING MEMBER

**CITY OF MERIDIAN:**

BY: \_\_\_\_\_  
Robert E. Simison, Mayor

Attest: \_\_\_\_\_  
Chris Johnson, City Clerk

**EXHIBIT A: APPROVED EXPENSES**

## Previously Requested Expenses

Eligible Expense	Amount
Rent - July	3113.95
Rent - August	3113.95
Rent - September	3113.95
Idaho Power - August	251.35
Idaho Power - September	252.77
Idaho Power - October	197.05
Total Eligible Expenses	10,043.02
Approved Amount	10,000.00

## Current Request

Eligible Expense	Amount
Rent - October	3113.95
Rent - November	3113.95
Total Eligible Expenses	6,227.90
Approved Amount	5,000.00

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

This First Amendment to Agreement Between City of Meridian and TV Meridian Pita LLC for Idaho Rebounds – Municipal Small Business Grant Funds (“First Amendment”) is entered into this 10<sup>th</sup> day of December, 2020 (“Effective Date”), by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho (“City”) and TV Meridian Pita 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:

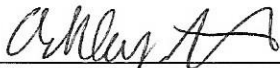
**D. Reimbursement Procedures.** City shall provide to Grantee the MSBG funds awarded for the approved expenses, as set forth in *Exhibit A*, up to fifteen thousand dollars (\$15,000.00), within thirty (30) days of receipt of the specified funds by City.

**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:**

TV Meridian Pita LLC



Ashley Smith, Owner

**CITY OF MERIDIAN:**

BY: \_\_\_\_\_

Robert E. Simison, Mayor

Attest: \_\_\_\_\_

Chris Johnson, City Clerk

**EXHIBIT A: APPROVED EXPENSES**  
**Previously Requested Expenses**

Eligible Expense	Amount
Rent - September	4546.28
Rent - October	4546.28
Rent - November	4546.28
Total Eligible Expenses	13,638.84
Approved Amount	10,000.00

**Current Request**

Eligible Expense	Amount
Rent - November	3638.84
Rent - August	4546.28
Total Eligible Expenses	8,185.12
Approved Amount	5,000.00

*not previously reimbursed*