

**RECIPIENT AGREEMENT BETWEEN CITY OF MERIDIAN AND AMERICAN  
LEGION POST 113 FOR FY22 NEIGHBORHOOD GRANT FUNDS**

This RECIPIENT AGREEMENT BETWEEN CITY OF MERIDIAN AND AMERICAN LEGION POST 113 FOR FY22 NEIGHBORHOOD GRANT FUNDS (“Agreement”) is entered into this 26 day of JULY, 2022 by and between the City of Meridian, a municipal corporation organized under the laws of the state of Idaho (“City”) City, and American Legion Post 113, an informally organized nonprofit organization (“Recipient”).

**WHEREAS**, Meridian City Council has allocated fiscal year 2022 general funds for the purpose of awarding Neighborhood Grants to Meridian residents for projects that bring Meridian neighbors together and improve the community, as set forth in detail in *Exhibit A*; and

**WHEREAS**, Recipient has proposed to create receptacles to collect and properly dispose of American Flags, which activity complements the objectives of the Neighborhood Grant program; and

**WHEREAS**, by this Agreement, City and Recipient wish to establish the roles and responsibilities of the Recipient related to the investment and utilization of fiscal year 2022 Neighborhood Grant funds provided to Recipient by City (“Funds”);

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

**I. RECIPIENT’S RESPONSIBILITIES; PROJECT ADMINISTRATION.**

- A. Activities.** Recipient shall use the Funds, in the amount of twelve thousand one hundred and forty dollars (\$12,140.00), to American Legion (“Project”), as set forth in *Exhibit B*. Recipient shall use the Funds only for completion of the Project. Recipient’s use of the Funds shall be consistent with any and all terms and conditions of the Neighborhood Grant Program and this Agreement.
- B. Time of performance.** Services of Recipient shall start the Project on or before September 1, 2022 and shall complete the Project by December 9, 2022.
- C. Budget.** Recipient shall use the Funds to complete the Project in accordance with the budget set forth in *Exhibit B*. All Funds unused as of December 9, 2022 shall be returned to the City.
- D. Written quotes.** Because the proposed Project includes the purchase of goods, services, supplies, or equipment, purchases up to \$15,000, Recipient shall obtain one written quote for all such purchases. Documentation will be required prior to release of funds.
- E. Closeout.** By January 9, 2023, Recipient shall submit a final report to City. The final report shall include:
  - 1. Written narrative answering each and all of the following questions:

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

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

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

## II. GENERAL PROVISIONS.

**A. No agency; independent contractor.** It is understood and agreed the Recipient is not, and shall not be considered, an agent of City in any manner or for any purpose whatsoever in Recipient's use of the Funds. In all matters pertaining to this Agreement, Recipient shall be acting as an independent contractor, and neither Recipient nor any volunteer, employee, invitee, or agent of Recipient shall be deemed an employee of City. Recipient shall have no authority or responsibility to exercise any rights or power vested in City.

**B. Photographs.** Recipient consents to City's publication and/or use of any photographs or recordings of Recipient; Recipient's volunteers, guests, invitees, agents, and employees; and/or the Project for educational and promotional purposes.

**C. Acknowledgment of risk.** Recipient acknowledges that activity undertaken in conjunction with this Agreement presents risks, some of which are unknown, and agrees to assume all such risks.

**D. Indemnification; waiver.** Recipient shall indemnify, save and hold harmless, release and forever discharge City and its agents and employees from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses caused or incurred by Recipient or City in the course of any activity associated

with this Agreement not caused by or arising out of the tortious conduct of City, regardless of the manner by which such claim may be brought.

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

If to Recipient:  
American Legion Post 113  
PO Box 113  
Meridian ID, 83680

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

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

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

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

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

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

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

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

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

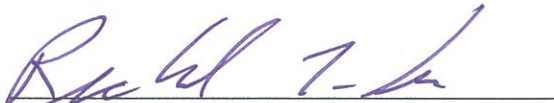
- J. Nondiscrimination.** Both Parties warrant and agree that there shall be no discrimination against any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry, in the granting or expenditure of Funds or any activity associated with Project.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

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

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

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

**RECIPIENT:**



RICHARD L. DEES  
American Legion Post 113

**CITY OF MERIDIAN:**

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

Attest:

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

# EXHIBIT A



## 2021-2022 Neighborhood Grant Program

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### Overview of Neighborhood Grant Program

Meridian City Council has allocated \$50,000 for Neighborhood Grants, to be awarded to Meridian residents for projects that bring Meridian neighbors together and improve the community. Applicants may apply for Neighborhood Grant funds in any amount up to \$50,000, and may request funds for more than one project. Projects must be complete by September 9, 2022.

### Timeline

Application period open:	March 21, 2022
<b>Applications due:</b>	<b>May 13, 2022, 5:00 p.m.</b>
Selection panel convenes:	By May 19, 2022
Applicants notified:	May 20, 2022
Signed agreement due:	May 27, 2022
Project completion:	September 9, 2022
Final report due:	September 15, 2022, 5:00 p.m.

### Eligibility and Criteria

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

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

### Application

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

1. Completed Grant Application form
2. Written narrative answering each and all of the following questions:
  - a. What do you propose to accomplish and how?
  - b. How do you plan to engage and use volunteers, specifically your neighbors, to help on the project? How many volunteers will be needed?



- c. What is the desired impact of this project on your neighborhood and how will you measure it?
  - d. What is the plan for long-term maintenance of items that will be purchased, built, or installed with the funds (if applicable)?
  - e. What is the priority of this Project (if applying for grant funds for more than one project)?
3. Detailed Project plan, including timeline with specific dates.
  4. Detailed Project budget, listing Neighborhood Grant funds, partner organization funds, and in-kind and monetary donations.
  5. Written permission from property owner allowing the use of the property for the proposed Project.
  6. If project involves collaboration or co-funding with other organizations or businesses on this project, a letter of support from each.

### City Contact

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

Molly Medenblik, Community Relations & Policy Advisor

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

Email: [mmedenblik@meridiantcity.org](mailto:mmedenblik@meridiantcity.org)

Phone: 208-489-0535

### Reporting Requirements

All projects must be completed by Friday, September 9, 2022. A final report must be submitted to the City Contact by Thursday, September 15, 2022. The final report must include:

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

### Purchasing Requirements

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

### Limitations

Neighborhood Grant funds may not be spent on gift cards, alcohol, tobacco, firearms, or travel. Funds will not be awarded to support any project that in any way: violates law or City policy; violates a legal ownership interest, such as a copyright, of any party. Funds may not be spent for any purpose or message that includes, promotes, or fosters: profane, obscene, indecent, violent, or pornographic content and/or language; discrimination on the basis of race, creed, color, age,

religion, gender, sexual orientation, or national origin; defamatory or personal attacks; threats to any person or organization; information that may compromise public safety; or any purpose or message that the City deems to be inappropriate or not in the best interest of the City of Meridian. Additional limitations may apply.





## 2021-2022 Neighborhood Grant Program Application Form

### Applicant Information

Applicant name \_\_\_\_\_

Organization (if applicable) \_\_\_\_\_

Applicant's parent name (if Applicant is under 18) \_\_\_\_\_

Phone number \_\_\_\_\_ E-mail address \_\_\_\_\_

Mailing Address \_\_\_\_\_

### Project Information

Project Name \_\_\_\_\_

Project Type (check one)

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

Project Address/Location \_\_\_\_\_

Property owner \_\_\_\_\_

### Acknowledgments

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

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

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

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

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

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

Signature: \_\_\_\_\_ Print name: \_\_\_\_\_

Parent Signature (If Applicant is Under 18): \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT B

The priority of this project is high as there is a need for more receptacles for flags throughout the community.

### 3. Detailed project plan, including timeline with specific dates.

- a) After award of the grant, Post 113 will within one week seek Meridian Parks Department recommendations for precise container placement at City Hall and Kleiner Park. At that time we will also seek written permission from the City of Meridian to install the collection containers.
- b) After grant award, we will complete the coordination for the operations at ISCC with the Department of Corrections and Post 201.
- c) After the collection sites are selected and the coordination complete, the portable incinerators will be ordered from the vendor. The portable incinerators will be stored and used at ISCC on Pleasant Valley Road.
- d) In concert with the ISCC personnel, a concrete pad will be installed for the burners.
- e) Once the final container placements are determined, Post 113 will seek bids from the container providers.
- f) When the container vendor is selected, they will be ordered and delivered to a Meridian Parks Department. The Parks Department will determine the desired locations and complete the containers final placement. The containers weigh 400 hundred pounds each.
- g) When the containers are ordered, we in coordination with the Parks Department will conduct a community wide contest to determine the art work to be placed on the containers.
- h) When containers are delivered and placed, they will be labeled with winning design of the art work contest. A sign company will be engaged to create the “wrap” for the containers.
- i) We estimate the entire project will take three months to complete.
- j) Keeping up with demand will require we burn flags weekly. It takes about 2.5 hours to reduce 50 flags to ash. Because there will be two portable incinerators, Post 201 can process 100 flags per week. After that, it takes 2.5 hours for the burn container to cool so it can be stored.

## EXHIBIT B

4. Detailed project budget, listing Neighborhood Grant funds, partner organization funds, and in-kind and monetary donations.

We estimate the containers will cost \$2,970 each including shipping. That means the container costs are \$5,940. The portable incinerators cost \$2,000.00 each and shipping is \$100.00. The total costs for portable incinerators is \$4,200.00. Cost for the container wraps is estimated to be \$1,500. The concrete pad is estimated to cost \$500.00

Total cost estimate for the project \$12,140.

5. Written permission from property owner allowing the use of the property for the proposed project.

The collection boxes will be installed on City property maintained by the Meridian Parks Department, and because we will have written permission prior to commencing. Moreover, written permission from ISCC must be obtained prior to project implementation.

6. If project involves collaboration or co-funding with other organizations or businesses on this project, a letter of support from each.

No other organizations are collaborating with us on the project.

